

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 2410

Served electronically at Salem, Oregon, 10/30/25, to:

Respondent's Representative

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Re: UM 2410, Amazon Data Services, Inc., Complainant
vs. PacifiCorp, d/b/a Pacific Power, Respondent

Amazon Data Services, Inc. has filed a complaint against PacifiCorp, d/b/a Pacific Power. A copy of the complaint is attached and served on Respondent, under ORS 756.512(1). The Commission has assigned Docket No. UM 2410 to this complaint. Please use this number whenever you refer to this case.

The Public Utility Commission must receive an Answer from the Respondent or its attorneys by November 19, 2025, under OAR 860-001-0400(4)(a). A copy must be served on the complainant.

After the filing of the answer, the PUC will contact the parties to provide information about further proceedings in this matter.

PUBLIC UTILITY COMMISSION OF OREGON

/s/Cheryl Walker

Cheryl Walker
Administrative Specialist 2
Administrative Hearings Division
(971) 388-8306

c: Amira Streeter (amira.streeter@pacificorp.com)
Jason Hoffman (jason.hoffman@pacificorp.com)
Pacific Power Customer Advocacy Team CustomerAdvocacyTeam@PacifiCorp.com

Attachments: Complaint
Notice of Contested Case Rights and Procedures

October 30, 2025

Via Email – puc.filingcenter@puc.oregon.gov

Filing Center
Public Utility Commission of Oregon
201 High St. SE
Salem, OR 97301

Re: Docket No. ____ *Amazon Data Services, Inc. v. PacifiCorp, dba Pacific Power*

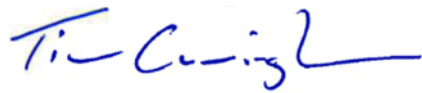
Dear Filing Center:

On behalf of Amazon Data Services, Inc. (“ADS”), please find attached for filing a complaint submitted pursuant to ORS 756.500, *Amazon Data Services, Inc. v. PacifiCorp, dba Pacific Power*. ADS requests that the Oregon Public Utility Commission serve a copy of the complaint upon PacifiCorp pursuant to ORS 756.512.

The attached complaint includes redactions of confidential information under the General Protective Order. ADS anticipates filing a more narrowly-redacted version of the complaint after conferral with PacifiCorp and the entry of a Modified Protective Order to govern the confidential information at issue in this contested case.¹ To facilitate this process, ADS requests the assigned Administrative Law Judge promptly schedule a conference with ADS and PacifiCorp to address this matter.

Very truly yours,

Davis Wright Tremaine LLP



Tim Cunningham

¹ In the interim, ADS is concurrently filing notice of use of the General Protective Order in this docket, to be supplemented by a Modified Protective Order.

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Attorneys for Complainant
Amazon Data Services, Inc.

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

AMAZON DATA SERVICES, INC.,

Complainant,

v.

PACIFICORP d/b/a PACIFIC POWER,

Defendant.

DOCKET NO.

COMPLAINT

I. INTRODUCTION

1. This case arises from the failure of Defendant PacifiCorp d/b/a Pacific Power (“PacifiCorp”) to comply with its fundamental obligation as a public utility to provide electric service within its exclusive retail service territory. Amazon Data Services, Inc. (“ADS”) invested in new data center facilities within PacifiCorp’s service territory in reliance on PacifiCorp’s contractual agreements to serve those facilities. ADS committed in those contracts to pay for its electric service, as well as the infrastructure improvements necessary to connect its new facilities to PacifiCorp’s network, in accordance with the existing Commission-approved tariff policies and rates.

2. Nonetheless, despite ADS paying PacifiCorp [Begin Confidential] [redacted] [End Confidential] under binding contracts, PacifiCorp breached its statutory obligations and contractual duties by failing to supply ADS with the promised power. After exhausting all reasonable efforts for resolution with PacifiCorp, ADS seeks redress from this Commission, which should either: (1) require PacifiCorp to comply with its statutory and contractual obligations by timely providing ADS the agreed-upon power; or (2) re-allocate the territory covering ADS's data center facilities to an electric utility ready, willing, and able to provide ADS with electric service.

II. SUMMARY OF CLAIMS

3. Plaintiff ADS owns and operates data center facilities that provide the foundation for a vast array of modern technologies, including cloud computing, mobile apps, streaming services, and generative AI. These data centers help government agencies, financial institutions, healthcare providers, and businesses throughout the economy provide services to the public.

4. Since 2021, ADS has worked to develop four new data center campuses in PacifiCorp's exclusive retail service territory in Oregon (together, the "Data Center Campuses"). These Data Center Campuses are essential for ADS to effectively serve its existing customers and support expansion of services based in Oregon and throughout the region. The new Data Center Campuses will complement ADS's existing data centers in the region, which have served as economic engines for Oregon communities. As of 2024, ADS and its affiliates have contributed \$39.2 billion in total investments (including both capital and operating expenditures), contributed \$11.8 billion in estimated total gross domestic product, and supported an estimated 8,320 full-time equivalent jobs in Oregon.

5. ADS intends for the Data Center Campuses in PacifiCorp's service territory to continue providing similar benefits. ADS sited the Data Center Campuses within PacifiCorp's exclusive service territory in reliance on PacifiCorp's contractual agreements to serve the Data Center Campuses.

6. However, after more than four years—during which time ADS has invested over [Begin Confidential] [REDACTED] [End Confidential] to develop the Data Center Campuses—PacifiCorp has not met its contractual or statutory requirements for *any* of the Data Center Campuses. PacifiCorp is supplying significantly less power than promised to the first Data Center Campus (known as “Specialized”), has delivered no power to the second (“Litespeed”), and has refused to even complete its own standard contracting process for the third and fourth Data Center Campuses (“Pivot” and “Gray”).

7. Instead, PacifiCorp has attempted to extract payments from ADS that go beyond the contract terms for the Data Center Campuses. Specifically, PacifiCorp demanded that ADS pay a 32.6 percent “tax gross-up” on all capital contributions, based upon a purported internal change in PacifiCorp policy that occurred years after PacifiCorp and ADS entered the Specialized and Litespeed agreements—which do not entitle PacifiCorp to this 32.6 percent gross-up. PacifiCorp continues to demand payment for these charges without justification and despite PacifiCorp’s failure to perform its existing obligations.

8. PacifiCorp’s failure to perform comes despite ADS incurring significant cost to enable the Specialized and Litespeed Data Center Campuses to receive the full amount of contractually required power. PacifiCorp’s ongoing failure has forced ADS to constrain its operations at both the Specialized and Litespeed Data Center Campuses.

9. As for the Pivot and Gray Data Center Campuses, PacifiCorp has refused to even put forward standalone contract terms unless ADS agrees to a new contract [Begin Confidential]

[REDACTED]

[Redacted]

[End Confidential]

10. PacifiCorp's actions breach its obligations as a public utility with an exclusive service territory that covers the Data Center Campuses, and its contracts with ADS. PacifiCorp's breaches began well before the enactment of Oregon HB 3546 (2025) and continue to today. ADS therefore requested in writing that PacifiCorp either confirm that it will serve ADS in accordance with the existing contracts, or else voluntarily transfer these sites to the exclusive service territory of different electric service providers. PacifiCorp failed to respond to that request. With commercial negotiations terminated and it being clear that PacifiCorp is either unwilling or unable to serve, ADS now asks the Commission to either compel PacifiCorp to provide the promised power in accordance with its statutory and contractual obligations, or, alternatively, remove the Data Center Campuses from PacifiCorp's exclusive service territory.

III. SERVICE

11. Copies of all pleadings, motions, and correspondence should be served on Complainant's counsel and representatives at the addresses below:

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IV. IDENTITY OF THE PARTIES

12. Complainant Amazon Data Services, Inc., is a Delaware corporation with its principal place of business in Seattle, Washington.

13. Defendant PacifiCorp, dba Pacific Power, is an Oregon corporation with its principal place of business in Portland, Oregon. PacifiCorp is headquartered at 825 NE Multnomah Street, Portland, Oregon 97232. PacifiCorp is an investor-owned public utility regulated by the Commission under ORS Chapter 757.

V. APPLICABLE STATUTES AND RULES

14. The Oregon statutes expected to be involved in this case include: ORS 756.568; ORS 757.020; ORS 757.325; ORS 757.603; ORS 758.400 to 758.475; and Oregon HB 3546 (2025). The Oregon Administrative Rules expected to be involved in this case include: OAR 860-025-0000; OAR 860-025-0001; and OAR 860-025-0027.

VI. JURISDICTION

15. The Commission has the authority and jurisdiction to hear complaints by customers against public utilities. ORS 756.040, 756.500 to 756.561; OAR ch. 860 div. 001; and OAR ch. 860 div. 025.

16. ADS does not waive any rights to have a federal District or state Circuit court adjudicate and resolve its claims for relief by filing this Complaint before the Commission.

VII. FACTUAL BACKGROUND

A. PacifiCorp Is a Regulated Public Utility with a Statutory Obligation to Provide Service to All Customers without Discrimination

17. PacifiCorp is a regulated public utility, as defined in ORS 757.005.

18. As a public utility, PacifiCorp is required to “furnish adequate and safe service, equipment and facilities” to its customers. ORS 757.020. It is also required to provide all retail electricity consumers that are connected to PacifiCorp’s distribution system with a regulated, cost-of-service rate option. ORS 757.603.

19. As a public utility, PacifiCorp must not cause its customers “undue or unreasonable prejudice or disadvantage in any respect.” ORS 757.325(1). A public utility that

commits undue or unreasonable prejudice or disadvantage against its customers commits “unjust discrimination.” ORS 757.325(2).

20. PacifiCorp’s rate and service obligations to its retail customers are subject to regulation and oversight by the Commission. ORS 756.040.

B. PacifiCorp Is the Exclusive Provider of Electric Utility Service for the Data Center Campuses.

21. Oregon’s Territory Allocation Law, ORS 758.400 to 758.475, grants the Commission authority to allocate exclusive service territories for electric utilities. ORS 758.440. Once the Commission allocates territory to a particular utility, subject to certain exceptions, ORS 758.450(2) prohibits other persons from providing “utility service” in that territory. ORS 758.450(2) (“[N]o other person shall offer, construct or extend utility service in or into an allocated territory.”).

22. The allocation of an exclusive service territory reinforces a utility’s statutory obligations to provide service to all customers in the exclusive territory. *See, e.g.*, ORS 758.405 (stating “purpose” of law is “to promote the efficient and economic use and development and the safety of operation of utility services while providing adequate and reasonable service to ***all territories and customers affected thereby***”) (emphasis added); ORS 758.410-415 (requiring Commission to find allocation advances purposes of statute stated in ORS 758.405); ORS 758.415 (requiring the utility to provide “adequate and reasonable service to all . . . customers[.]”); Or. Op. Atty. Gen. 6139 at *2, *4 (July 27, 1987) (“[E]lectric utilities regulated by the PUC” have a “duty to serve all customers, including new customers, within the allocated territory.”); UM 1818, Order No. 19-221, *Columbia Basin Elec. Coop. v. Umatilla Elec. Coop.* (July 2, 2019) (The Territory Allocation law, ORS 758.400 to 758.475, “set out a process by which utility service territories may be allocated thus providing a utility with the exclusive right and obligation to serve customers in a specific territory.”).

C. ADS Contracted with PacifiCorp for the Delivery of Power to Its Data Center Campuses.

23. PacifiCorp represented to ADS that the Data Center Campuses at issue—Specialized, Litespeed, Gray and Pivot—are located within PacifiCorp’s exclusive service territory.

24. Since 2021, ADS has entered a series of contracts with PacifiCorp to obtain retail electricity service to operate the Data Center Campuses.

25. ADS contracted with PacifiCorp with respect to these facilities based upon PacifiCorp’s representation that these facilities were located within PacifiCorp’s exclusive service territory.

26. The contracting process (as dictated by PacifiCorp) consisted of three phases. For Specialized and Litespeed, ADS and PacifiCorp completed all three contracting phases. For Gray and Pivot, the parties only completed two phases before PacifiCorp refused to complete the contracting process.

27. First, the parties entered an Electric Service Study Agreement (“ESSA”) specific to each Data Center Campus. Under each ESSA, PacifiCorp performed, and ADS paid for, preliminary design work and prepared cost estimates for the construction of the improvements required to deliver power to the applicable Data Center Campus. The parties entered the ESSAs for Specialized and Litespeed on June 14, 2021. The parties entered the ESSAs for Gray and Pivot on October 3, 2022, and August 10, 2021, respectively.

28. Second, the parties entered an Engineering, Materials and Procurement Agreement (“EMPA”) for each Data Center Campus, which amended the existing ESSA for the respective sites. During the EMPA phase, PacifiCorp conducted, and ADS paid for, detailed engineering and ordered long-lead materials required to complete the improvements for each site. The parties executed the EMPA for Specialized on October 22, 2021, and the EMPA for

Litespeed on February 2, 2022. The parties executed the EMPA for Gray on December 8, 2023, and for Pivot on October 23, 2021, followed by a second EMPA for Pivot on December 8, 2023.

29. Third, the parties entered into Master Electric Service and Facilities Improvements Agreements (“MESA”) for Specialized and Litespeed on July 15, 2022 and May 12, 2023, respectively. Each MESA obligates PacifiCorp to construct the specified improvements under the corresponding ESSA and EMPA and to provide electric service to the applicable data center consistent with PacifiCorp’s approved tariff and statutory duty to provide service.

30. Each MESA obligates ADS to pay the “Actual Cost,” as defined in the MESA, for the construction of the specified improvements and to pay for the contracted power at the applicable tariff rates, subject to a contractual minimum. ADS has paid all Actual Costs invoiced by PacifiCorp under the MESAs, but has not paid the 32.6 percent gross-up charge asserted by PacifiCorp.

31. Once entered, each MESA superseded and terminated the corresponding ESSA and EMPA for Specialized and Litespeed and became the operative contract between the parties.

32. PacifiCorp refused to put forward and negotiate a MESA for Gray and Pivot after ADS requested PacifiCorp do so in accordance with the ESSAs’ terms.

D. PacifiCorp Failed to Deliver the Power Required by the Specialized Contract.

33. The Specialized MESA contains a “Contract Demand,” defined as [Begin Confidential] [REDACTED]

[REDACTED]

[REDACTED] [End Confidential] The MESA specifies that the Contract Demand [Begin Confidential] [REDACTED]

[Redacted]
[Redacted] [End Confidential]

34. [Begin Confidential] [Redacted]
[Redacted]

[Redacted] [End Confidential]

35. [Begin Confidential] [Redacted]
[Redacted]
[Redacted] [End

Confidential]

36. Accordingly, Section 6.01 required PacifiCorp to deliver the Contract Demand of
[Begin Confidential] [Redacted]
[Redacted]
[Redacted]

¹ [Begin Confidential] [Redacted]
[Redacted]
[Redacted] [End Confidential]

PacifiCorp's "Continuity of Service" rule is available here:

[https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/rates-regulation/oregon/tariffs/rules/14 Continuity of Electric Service and Interruption.pdf](https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/rates-regulation/oregon/tariffs/rules/14%20Continuity%20of%20Electric%20Service%20and%20Interruption.pdf).

[REDACTED]

[REDACTED] [End Confidential]

37. PacifiCorp failed to deliver the power required by the Contract Demand as of January 1, 2025. [Begin Confidential] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[End Confidential]

38. PacifiCorp continues to refuse to perform its contractual obligations.

39. ADS has paid more than [Begin Confidential] [REDACTED] [End Confidential] to PacifiCorp for capital improvements at the Specialized Data Center Campus and has expended over [Begin Confidential] [REDACTED] [End Confidential] on the development of the Specialized and Litespeed Data Center Campuses.

40. Moreover, on July 25 and September 2, 2025, ADS requested reasonable assurances that PacifiCorp would meet its contractual and statutory obligations [Begin Confidential] [REDACTED]

[REDACTED] [End Confidential] PacifiCorp failed to provide the requested assurances—

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [End Confidential]

45. [Begin Confidential] [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED] [End Confidential]

46. [Begin Confidential] [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [End Confidential]

47. [Begin Confidential] [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED] [End Confidential]

48. PacifiCorp failed to use commercially reasonable efforts to deliver the power required by the Contract Demand as [Begin Confidential] [REDACTED] [End Confidential]. Indeed, as of the date of this filing, PacifiCorp has failed to provide *any* power to the Litespeed Data Center Campus. This is despite ADS having paid at least [Begin Confidential] [REDACTED] [End Confidential] to PacifiCorp for infrastructure improvements for Litespeed—in addition to the approximately [Begin Confidential] [REDACTED] [End Confidential] ADS has spent on the development of the Specialized and Litespeed Data Center Campuses.

49. PacifiCorp continues to refuse to perform its contractual obligations.

50. As with the Specialized MESA, on July 25 and September 2, 2025, ADS requested reasonable assurances that PacifiCorp would cure its failures with respect to its contractual and statutory obligations [Begin Confidential] [REDACTED] [REDACTED] End Confidential] PacifiCorp failed to provide the requested assurances.

51. [Begin Confidential] [REDACTED] [REDACTED] [REDACTED] [End Confidential] As with the Specialized MESA, PacifiCorp has also attempted to impose improper and unsupported tax gross-up charges under the Litespeed MESA.

F. PacifiCorp Refused to Enter into MESAs for Pivot and Gray.

52. Despite entering into ESSAs and EMPAs for the Gray and Pivot Data Center Campuses and repeated requests from ADS, PacifiCorp has refused to enter into MESAs for the

² [Begin Confidential] [REDACTED]
[REDACTED]
[REDACTED] [End Confidential]

Gray and Pivot Data Center Campuses or to otherwise agree to provide electricity service to these facilities, unless the parties can reach agreement [Begin Confidential] [REDACTED]
[REDACTED]. [End Confidential]

53. In other words, despite its contractual and statutory obligations, PacifiCorp has conditioned its willingness to enter MESAs on the Gray and Pivot Data Center Campuses on ADS forfeiting its existing contractual rights under the Specialized and Litespeed MESAs.

G. PacifiCorp Withheld Its Performance Under the Contracts While Demanding ADS [Begin Confidential] [REDACTED] [End Confidential]

54. Now, ADS has sited four Data Center Campuses in PacifiCorp's exclusive service territory, invested more than [Begin Confidential] [REDACTED] [End Confidential] in those Data Center Campuses, paid PacifiCorp more than [Begin Confidential] [REDACTED] [End Confidential] under the MESAs, and performed its own obligations—all in reliance on PacifiCorp performing its statutory and contractual obligations. But PacifiCorp has refused to perform its obligations under the existing MESAs or enter the necessary MESAs for new sites, and instead [Begin Confidential] [REDACTED]
[REDACTED]
[REDACTED] [End Confidential]

55. [Begin Confidential] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] [End Confidential]

56. [Begin Confidential] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [End Confidential]

VIII. LEGAL CLAIMS

Complainant's First Claim for Relief

(Violation of Service Obligations)

57. ADS restates and realleges each and every allegation set forth above as if fully set forth herein.

58. The Data Center Campuses are located within PacifiCorp's exclusive service territory.

59. Pursuant to the Territory Allocation Law, ORS 758.400 to 758.475, PacifiCorp has a statutory duty to deliver the requested power to the Data Center Campuses.

60. Additionally, PacifiCorp has a statutory duty under ORS 757.020 to provide adequate service to the Data Center Campuses and to provide a cost-of-service rate option to the Data Center Campuses. ORS 757.020 ("Every public utility is required to furnish adequate and safe service[.]"); ORS 757.603 ("[A]n electric company shall provide all retail electricity

consumers that are connected to the electric company's distribution system with a regulated, cost-of-service rate option.”).

61. PacifiCorp’s failure to provide adequate electric service to the Data Center Campuses is a breach of its statutory obligations to provide electric service within its exclusive service territory.

62. Accordingly, ADS seeks an order compelling PacifiCorp to provide the Data Center Campuses with retail electric service consistent with PacifiCorp’s statutory obligations.

Complainant’s Second Claim for Relief

(Breach of Specialized MESA)

63. ADS incorporates the allegations above.

64. ADS and PacifiCorp entered into the Specialized MESA, which is a valid and binding contract supported by sufficient consideration.

65. ADS has performed its obligations under the Specialized MESA, and it stands ready and willing to purchase the power specified [Begin Confidential] [REDACTED] [End Confidential] at the applicable rates and in accordance with the terms of the Specialized MESA.

66. PacifiCorp has breached its obligations under the Specialized MESA in multiple ways, including by failing to provide the power required [Begin Confidential] [REDACTED] [End Confidential] and by demanding unauthorized and unsubstantiated tax gross-up payments.

67. Like all contracts, the Specialized MESA contains an implied duty of good faith and fair dealing in the performance of the contract.

68. PacifiCorp violated the implied duty of good faith and fair dealing by failing to exercise its discretion and perform its obligations under the Specialized MESA in good faith. In particular, PacifiCorp failed to act in good faith to perform its duty to provide the power required [Begin Confidential] [REDACTED] [End Confidential]

69. PacifiCorp's breach has injured ADS by depriving ADS of the benefit of its bargain and denying it the power required to operate the Specialized Data Center Campus at the intended capacity, constraining ADS's business operations at considerable costs.

70. Because the Specialized Data Center Campus is within PacifiCorp's exclusive service territory, ADS cannot reasonably cover or mitigate this harm by obtaining power from another utility. As a result, ADS has suffered irreparable injury and will continue to suffer irreparable injury unless it receives the relief requested.

71. Accordingly, ADS seeks an order compelling PacifiCorp to specifically perform its obligations under the Specialized MESA.

Complainant's Third Claim for Relief

(Breach of Litespeed MESA)

72. ADS incorporates the allegations above.

73. ADS and PacifiCorp entered into the Litespeed MESA, which is a valid and binding contract supported by sufficient consideration.

74. ADS has performed its obligations under the Litespeed MESA, and it stands ready and willing to purchase the power specified [Begin Confidential] [REDACTED] [End Confidential] at the applicable rates and in accordance with the terms of the Litespeed MESA.

75. PacifiCorp has breached its obligations under the Litespeed MESA in multiple ways, including by failing to provide the power required [Begin Confidential] [REDACTED] [REDACTED], [End Confidential] by demanding unauthorized and unsubstantiated tax gross-up payments, and by failing to otherwise undertake commercially reasonable efforts to satisfy its obligations under the Litespeed MESA.

76. Like all contracts, the Litespeed MESA contains an implied duty of good faith and fair dealing in the performance of the contract.

77. PacifiCorp violated the implied duty of good faith and fair dealing by failing to exercise its discretion and perform its obligations under the Litespeed MESA in good faith. In particular, PacifiCorp failed to act in good faith by failing to provide the power required [Begin Confidential] [REDACTED], [End Confidential] and intentionally failing to make commercially reasonable efforts to satisfy its other obligations under the Litespeed MESA.

78. PacifiCorp's breach has injured ADS by depriving ADS of the benefit of its bargain and denying it the power required to operate the Litespeed Data Center Campus at the intended capacity, constraining ADS's business operations at considerable cost.

79. Because the Litespeed Data Center Campus is within PacifiCorp's exclusive service territory, ADS cannot reasonably cover or mitigate this harm by obtaining power from another utility. As a result, ADS has suffered irreparable injury and will continue to suffer irreparable injury unless it receives the relief requested.

80. Accordingly, ADS seeks an order compelling PacifiCorp to specifically perform its obligations under the Litespeed MESA.

Complainant's Fourth Claim for Relief

(Breach of Pivot and Gray ESSAs and EMPAs)

81. ADS incorporates the allegations above.

82. ADS and PacifiCorp entered into ESSAs and EMPAs for the Pivot and Gray Data Center Campuses, which are valid and binding contracts supported by sufficient consideration.

83. Like all contracts, the ESSAs and EMPAs contain an implied duty of good faith and fair dealing in the performance of the contracts.

84. The parties entered these preliminary contracts in order to identify the improvements necessary for PacifiCorp to provide power to the Pivot and Gray Data Center Campuses. PacifiCorp induced ADS to enter these contracts and build out the Pivot and Gray

Data Center Campuses in reliance on PacifiCorp's representations that it would enter into MESAs for both of these Data Center Campuses.

85. Under the ESSAs and EMPAs, PacifiCorp had the obligation to negotiate in good faith and enter MESAs for Pivot and Gray upon ADS's demand.

86. ADS performed its obligations under the ESSAs and EMPAs, and it tendered a timely demand for PacifiCorp to enter into MESAs covering the Pivot and Gray Data Center Campuses. ADS stands ready and willing to purchase power for the Pivot and Gray Data Center Campuses under reasonable terms memorialized in electric service agreements.

87. PacifiCorp breached its obligations under the ESSAs and EMPAs, including by failing to act in good faith to enter into electric service agreements for the Pivot and Gray Data Center Campuses after receiving ADS's timely demand.

88. PacifiCorp's breach has injured ADS by depriving ADS of the benefit of its bargain and denying it the power required to operate the Pivot and Gray Data Center Campuses, constraining ADS's business operations at considerable cost.

89. Because the Pivot and Gray Data Center Campuses are within PacifiCorp's exclusive service territory, ADS cannot reasonably cover or mitigate this harm by obtaining power from another utility. As a result, ADS has suffered irreparable injury and will continue to suffer irreparable injury unless it receives the relief requested.

90. Accordingly, ADS seeks an order compelling PacifiCorp to provide service to the Pivot and Gray Data Center Campuses, and to complete the contracting process required under the ESSAs and EMPAs by entering electric service agreements for both of these Data Center Campuses and to timely deliver power under such arrangements.

Complainant's Fifth Claim for Relief

(Interpretation of Specialized and Litespeed MESAs)

91. ADS incorporates the allegations above.

92. ADS and PacifiCorp entered into the Specialized and Litespeed MESAs, which are valid and binding contracts supported by sufficient consideration.

93. Under both MESAs, ADS is responsible for paying the “Actual Cost” of the improvements within the scope of the MESAs.

94. [Begin Confidential]

[REDACTED]

End

Confidential]

95. Under this definition, “Actual Cost” does not include the 32.6 percent tax gross-up charges PacifiCorp has attempted to impose on ADS. In fact, later agreements between ADS and PacifiCorp expressly include a tax gross-up charge in the definition of “Actual Cost”—but the MESAs do not.

96. Moreover, despite repeated requests, PacifiCorp has refused to present any evidence to show the amount of tax liability, if any, it has incurred in connection with either MESA or to otherwise substantiate the gross-up charges it now demands.

97. Accordingly, ADS requests a finding that the MESAs do not authorize PacifiCorp to charge ADS for 32.6 percent tax gross-up charges, and that ADS is not liable for any such charges. Alternatively, if the Commission finds the MESAs authorize a tax gross-up charge, ADS requests a finding that the MESAs only allow PacifiCorp to recover taxes actually assessed and paid attributable to ADS’s payments under the MESAs.

Complainant's Sixth Claim for Relief

(In the Alternative, Removal of Exclusive Service Territory)

98. ADS incorporates the allegations above.

99. The Territory Allocation Law provides for the Commission to investigate the allocation of a service territory and to assign or transfer an allocated service territory when such transfer is not contrary to the public interest. ORS 758.455-ORS 758.460. This Commission's general authority "to supervise and regulate every public utility and telecommunications utility in this state, and to do all things necessary and convenient in the exercise of such power and jurisdiction," ORS 758.040(2), further provides the Commission with authority to regulate exclusive service territories held by public utilities under its jurisdiction. And ORS 756.568 provides this Commission with the power to rescind, suspend or amend any Commission order.

100. It is not in the public interest for a utility's exclusive service territory to include a customer that the utility is unable or unwilling to serve.

101. The Commission should find that PacifiCorp has failed to perform its contractual obligations and has proven unable or unwilling to provide adequate service to the Data Center Campuses within its exclusive service territory.

102. The Commission should thus remove the Data Center Campuses from PacifiCorp's exclusive service territory.

IX. PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests that the Commission issue an order:

103. On its First Claim for Relief:

- a. Finding PacifiCorp in violation of its statutory obligations to serve the Data Center Campuses under ORS 757.020, ORS 757.603, and the Territory Allocation Law;
- b. Finding PacifiCorp's failure to provide adequate and promised service to the Specialized and Litespeed Data Center Campuses in the contracted-upon

timeframes, and continuing refusal or inability to provide such service, is unreasonable;

- c. Directing PacifiCorp to provide electric service to the Specialized and Litespeed Data Center Campuses under the terms of the MESAs;
- d. Directing PacifiCorp to provide electric service to the Gray and Pivot Data Center Campuses.

104. On its Second Claim for Relief:

- a. Finding PacifiCorp breached its obligations under the Specialized MESA;
- b. Finding PacifiCorp is not entitled to the 32.6 percent tax gross-up charges it asserts as part of its “Actual Cost” under the Specialized MESA; and
- c. Directing PacifiCorp to provide electric service to the Specialized Data Center Campus under the terms of the MESA.

105. On its Third Claim for Relief:

- a. Finding PacifiCorp breached its obligations under the Litespeed MESA;
- b. Finding PacifiCorp is not entitled to the 32.6 percent tax gross-up charges it asserts as part of its “Actual Cost” under the Specialized MESA; and
- c. Directing PacifiCorp to provide electric service to the Litespeed Data Center Campus under the terms of the MESA.

106. On its Fourth Claim for Relief:

- a. Finding PacifiCorp breached its obligations under the Pivot and Gray ESSAs and EMPAs; and
- b. Directing PacifiCorp to complete the contracting process for the Pivot and Gray Data Center Campuses and to provide electric service to the Pivot and Gray Data Center Campuses.

107. On its Fifth Claim for Relief:
- a. Finding PacifiCorp is not entitled to the 32.6 percent tax gross-up charges it asserts as part of its “Actual Cost” under the Specialized or Litespeed MESAs;
 - b. Alternatively, finding that ADS is only liable for tax gross-up charges actually incurred and paid by PacifiCorp, attributable to payments ADS made under the MESAs;
108. In the alternative, on its Sixth Claim for Relief:
- a. Finding PacifiCorp is unable or unwilling to provide adequate electricity service to the Data Center Campuses;
 - b. Finding that PacifiCorp’s inability or unwillingness to provide adequate electricity service to the Data Center Campuses constitutes a violation of its contractual obligation and its obligations under the Territory Allocation Law; and
 - c. Ordering the Data Center Campuses removed from PacifiCorp’s exclusive service territory and initiating an investigation for the assignment or transfer of PacifiCorp’s rights to another service provider.
109. For all other relief that the Commission deems to be just and equitable under the circumstances.

DATED this 30th day of October, 2025.

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NOTICE OF CONTESTED CASE RIGHTS AND PROCEDURES

Oregon law requires state agencies to provide parties written notice of contested case rights and procedures. Under ORS 183.413, you are entitled to be informed of the following:

Hearing: The time and place of any hearing held in these proceedings will be noticed separately. The Commission will hold the hearing under its general authority set forth in ORS 756.040 and use procedures set forth in ORS 756.518 through 756.610 and OAR Chapter 860, Division 001. Copies of these statutes and rules may be accessed via the Commission's website at www.puc.state.or.us. The Commission will hear issues as identified by the parties.

Right to Attorney: As a party to these proceedings, you may be represented by counsel. Should you desire counsel but cannot afford one, legal aid may be able to assist you; parties are ordinarily represented by counsel. The Commission Staff, if participating as a party in the case, will be represented by the Department of Justice. Generally, once a hearing has begun, you will not be allowed to postpone the hearing to obtain counsel.

Notice to Active Duty Servicemembers: Active Duty Servicemembers have a right to stay these proceedings under the federal Servicemembers Civil Relief Act. For more information contact the Oregon State Bar at 800-452-8260, the Oregon Military Department at 503-584-3571 or the nearest United States Armed Forces Legal Assistance Office through <http://legalassistance.law.af.mil>. The Oregon Military Department does not have a toll free telephone number.

Administrative Law Judge: The Commission has delegated the authority to preside over hearings to Administrative Law Judges (ALJs). The scope of an ALJ's authority is defined in OAR 860-001-0090. The ALJs make evidentiary and other procedural rulings, analyze the contested issues, and present legal and policy recommendations to the Commission.

Hearing Rights: You have the right to respond to all issues identified and present evidence and witnesses on those issues. See OAR 860-001-0450 through OAR 860-001-0490. You may obtain discovery from other parties through depositions, subpoenas, and data requests. See ORS 756.538 and 756.543; OAR 860-001-0500 through 860-001-0540.

Evidence: Evidence is generally admissible if it is of a type relied upon by reasonable persons in the conduct of their serious affairs. See OAR 860-001-0450. Objections to the admissibility of evidence must be made at the time the evidence is offered. Objections are generally made on grounds that the evidence is unreliable, irrelevant, repetitious, or because its probative value is outweighed by the danger of unfair prejudice, confusion of the issues, or undue delay. The order of presenting evidence is determined by the ALJ. The burden of presenting evidence to support an allegation rests with the person raising the allegation. Generally, once a hearing is completed, the ALJ will not allow the introduction of additional evidence without good cause.

Notice of Contested Case Rights and Procedures continued

Record: The hearing will be recorded, either by a court reporter or by audio digital recording, to preserve the testimony and other evidence presented. Parties may contact the court reporter about ordering a transcript or request, if available, a copy of the audio recording from the Commission for a fee set forth in OAR 860-001-0060. The hearing record will be made part of the evidentiary record that serves as the basis for the Commission's decision and, if necessary, the record on any judicial appeal.

Final Order and Appeal: After the hearing, the ALJ will prepare a draft order resolving all issues and present it to the Commission. The draft order is not open to party comment. The Commission will make the final decision in the case and may adopt, modify, or reject the ALJ's recommendation. If you disagree with the Commission's decision, you may request reconsideration of the final order within 60 days from the date of service of the order. *See* ORS 756.561 and OAR 860-001-0720. You may also file a petition for review with the Court of Appeals within 60 days from the date of service of the order. *See* ORS 756.610.