

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE INVESTIGATION]
INTO BLACK HILLS KANSAS GAS UTILITY]
COMPANY D/B/A BLACK HILLS ENERGY]
REGARDING THE FEBRUARY 2021] KCC DOCKET NO. 21-BHCG-334-GIG
WINTER WEATHER EVENTS, AS]
CONTEMPLATED BY DOCKET NO.]
21-GIMX-303-MIS]

IN THE MATTER OF THE APPLICATION OF]
BLACK HILLS KANSAS GAS UTILITY] KCC DOCKET NO. 21-BHCG-370-MIS
COMPANY, LLC, D/B/A BLACK HILLS]
ENERGY, FOR A WAIVER OF TARIFF]

TESTIMONY IN SUPPORT OF SETTLEMENT AGREEMENT

JOSH FRANTZ

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

NOVEMBER 22, 2021

1 **Q. Please state your name and business address.**

2 A. My name is Joshua (Josh) P. Frantz. My business address is 1500 SW Arrowhead Road,
3 Topeka, Kansas 66604.

4
5 **Q. By whom are you employed and in what capacity?**

6 A. I am employed by the Citizens' Utility Ratepayer Board (CURB) as a Senior Regulatory
7 Analyst.

8
9 **Q. Please describe your educational and professional background.**

10 A. I earned a Bachelor of Business Administration degree from Washburn University in
11 Topeka, Kansas. My undergraduate majors were finance, marketing, and management.
12 Additionally, I earned a Master of Business Administration degree, also from Washburn
13 University.

14 From August 2015 through April 2019, I was employed by the Kansas Corporation
15 Commission (KCC or "Commission"). I began my employment with the KCC in the
16 Utilities division as a Senior Research Economist and was ultimately promoted to
17 Managing Rate Analyst. I have served in my current position as Senior Regulatory Analyst
18 with CURB since April 2019.

19

20 **Q. Have you previously testified before the Commission?**

21 A. Yes. On behalf of CURB, I testified in Docket Nos. 19-ATMG-525-RTS and 21-WCNE-

1 103-GIE. During my prior employment as a member of KCC Staff, I offered testimony in
2 seven proceedings before the Commission as well as over thirty Report and
3 Recommendations for the Commission's consideration. A list of those filings can be
4 available, upon request.

5
6 **Q. What is the purpose of your testimony?**

7 A. My testimony supports the *Settlement Agreement* ("Agreement") filed in Docket No. 21-
8 BHCG-334-GIG ("Docket 21-334") on November 9, 2021.

9
10 **Q. Please provide a brief background of this proceeding.**

11 A. In mid-February 2021, Winter Storm Uri (also referred to as the "Weather Event") imposed
12 extreme and unprecedented freezing weather conditions across the U.S. It caused
13 widespread infrastructure and operational problems for facilities necessary for the
14 production and delivery of natural gas, leading to sudden and sustained natural gas supply
15 disruptions and substantially higher than normal wholesale natural gas prices.

16 In response to Winter Storm Uri, on February 15, 2021, the Commission issued its
17 *Emergency Order* in Docket No. 21-GIMX-303-MIS ("Emergency Order"), which
18 acknowledged the Governor's State of Disaster Emergency Proclamation, the higher-than-
19 normal wholesale natural gas prices, and the potential for service reliability issues related
20 to prolonged cold weather.¹

¹ See *Emergency Order*, Docket No. 21-GIMX-303-MIS, ¶1 (Feb. 15, 2021).

1 In its Emergency Order, the Commission ordered jurisdictional natural gas and
2 electric utilities to do everything necessary to ensure continued provision of service.²
3 Additionally, the Commission authorized jurisdictional natural gas and electric utilities to
4 defer into a regulatory asset any extraordinary costs associated with ensuring that their
5 customers, or the customers of interconnected Kansas utilities that are non-jurisdictional
6 to the Commission, continued to receive utility service during Winter Storm Uri.³ The
7 Commission required the deferral accounts to be segregated by detailed cost category and
8 to contain enough detail for the Commission to perform a subsequent review for prudence
9 and reasonableness.⁴ The Emergency Order also provided that the deferral is for
10 accounting purposes only, and that decisions related to ratepayer recovery would be
11 addressed in future proceedings.⁵

12 Soon after, the Commission opened company-specific dockets (with Docket 21-
13 334 being assigned to Black Hills) to document issues raised in the Commission's
14 investigation of each major jurisdictional utility's reactions to and performance during
15 Winter Storm Uri, as well as to record the eventual company-specific filings for financial
16 impact plans.

17 On June 16, 2021, Black Hills filed its *Plan to Minimize Financial Effects of Cold*
18 *Weather Event and Application for Waiver of Tariff Provisions* ("Financial Plan") in
19 Docket 21-334. Also stemming from issues related to Winter Storm Uri, Black Hills filed

3 *Emergency Order*, Docket No. 21-GIMX-303-MIS, ¶4 (Feb. 15, 2021).

4 *Emergency Order*, Docket No. 21-GIMX-303-MIS, ¶4 (Feb. 15, 2021).

5 *Emergency Order*, Docket No. 21-GIMX-303-MIS, ¶4 (Feb. 15, 2021).

1 an Application in Docket No. 21-BHCG-370-GIG (“Docket 21-370”) for a waiver of
2 certain penalty provisions in its tariff applicable to transportation customers during the
3 Weather Event (“Waiver Request”). On July 20, 2021, the Commission consolidated
4 Dockets 21-334 and 21-370.

5 **Q. Which parties have been granted intervention in this docket?**

6 A. CURB; BlueMark Energy, LLC; Freedom Pipeline, LLC; Natural Gas Transportation
7 Customer Coalition (NGTCC); National Beef Packing Company, LLC; and the State of
8 Kansas Office of the Attorney General (“Kansas AG’s Office”) have been granted
9 intervention in Docket 21-334. (The aforementioned intervenors, Black Hills, and KCC
10 Staff, collectively, will be referred to as the “Parties.”)

11
12 **Q. Has a settlement agreement been reached among the Parties regarding the
13 Company’s Motion for Wavier?**

14 A. Yes, the Agreement was filed in Docket 21-334 on November 9, 2021. The signatories
15 (“Joint Movants” or “Signatories”) to the *Joint Motion to Approve Settlement Agreement*
16 (“Joint Motion”) are CURB, KCC Staff, Black Hills, and NGTCC. All other Parties in
17 Docket 21-334 have indicated they are not opposed to the Agreement.

18
19 **Q. Please outline the key terms of the Agreement.**

20 A. The key terms of the Agreement can be summarized as follows:

21 Waiver Request

- 22
- As requested in Docket 21-370, Black Hills should be granted a waiver of its tariff to

1 allow it not to charge transportation customers the Daily Out-of-Balance Charge based
2 on Operational Flow Order (OFO) days, System Overrun, or Critical Days and to not
3 charge the Unauthorized Delivery Charge for the month of February 2021. Black Hills
4 should also be granted a waiver from its tariff provisions to the extent that the
5 provisions conflict with the terms of this Agreement.

6 Financial Plan

- 7 ■ Black Hills should be allowed to recover \$87,897,745 in extraordinary costs
8 (“Extraordinary Costs”) incurred during the Weather Event.
- 9 ■ Black Hills will extend recovery of the Extraordinary Costs over a five-year period
10 beginning on February 1, 2022, and ending on January 31, 2027.
- 11 ■ Black Hills should be allowed to apply carrying charges to the Extraordinary Costs,
12 tiered (1) at a rate of 1.30% for the period starting when the Extraordinary Costs were
13 incurred through the end of December 31, 2021, and (2) at a rate of 5.71% for the period
14 January 1, 2022, through the remainder of five-year recovery period.
- 15 ■ The Extraordinary Costs and associated carrying charges should be allocated among
16 Black Hills’ sales customer rate schedules based upon February 2021 usage and
17 charged on a volumetric basis, appearing as a separate line item surcharge
18 (“Surcharge”) on customer bills. The allocation should exclude the Irrigation sales rate
19 schedule and former City of Ford customers, who were not part of Black Hills during
20 the Weather Event and are already paying charges to the City of Ford related to the
21 Weather Event.

- 1 ▪ Black Hills will true-up actual Extraordinary Costs recoveries compared to expected
2 recoveries, annually. This true-up will consider both the deferred tax liability
3 associated with Extraordinary Cost recoveries, as well as the corresponding and
4 offsetting deferred tax asset associated with any net operating loss carryforward. The
5 difference will be included as a charge/credit for the next twelve months through the
6 Surcharge. The final true-up will occur after five years, and any over/under collected
7 amounts will be included in the PGA/ACA to collect or refund any remaining
8 differences to customers. If Black Hills receives or recovers any payments as a result
9 of any subsequent federal or state governmental relief in the form of profit
10 disgorgement, civil suit relief, market manipulation findings, etc., resulting from the
11 Weather Event, it shall pass those payments on to its customers through its PGA/ACA,
12 even if those payments are received or recovered after the five-year plan.

13 Other Provisions

- 14 ▪ Any Black Hills' sales customer who intends to become a Black Hills' transportation
15 customer during the five-year period in which the Surcharge is being recovered should
16 be required to pay Black Hills a one-time conversion fee (based on the present value of
17 the expected remaining Surcharge the customer would have paid as a sales customer)
18 prior to becoming a transportation customer.
- 19 ▪ During the first year in which the Surcharge is being recovered, any new Black Hills'
20 customer that can provide definitive proof showing it has already paid its full natural
21 gas costs relating to the Weather Event to another Kansas utility should be entitled to a

1 waiver of the Surcharge.

- 2 ■ Any Black Hills' transportation customer, who becomes a Black Hills' sales customer
3 during the five-year period in which the Surcharge is being recovered pursuant to this
4 Agreement, should be entitled to a waiver of the Surcharge, provided the transportation
5 customer can provide sufficient evidence that it was not a sales customer during the
6 Weather Event.

7
8 **Q. Does the Agreement resolve all issues pertaining to the Waiver Request and Financial
9 Plan?**

10 A. Yes. The Agreement resolves all issues pertaining to Black Hills' Financial Plan and
11 Waiver Request.

12
13 **Q. What criteria does the Commission generally consider when reviewing settlement
14 agreements?**

15 A. The Commission may accept a settlement agreement if the following five criteria are met:
16 1) the agreement conforms with applicable law; 2) there was an opportunity for opposing
17 parties to be heard on their reasons for opposition to the agreement; 3) the agreement is
18 supported by substantial competent evidence; 4) the agreement results in just and
19 reasonable rates or charges; and 5) the results of the agreement are in the public interest.⁶

20 I will now discuss these criteria, in detail.

⁶ See *Order Approving Contested Settlement Agreement*, Docket No. 08-ATMG-280-RTS ¶11 (May 12, 2012).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

Q. Does the Agreement conform to applicable law?

A. Although I am not an attorney, I have been advised by CURB's General Counsel that the Agreement conforms to applicable law.

Q. Was there an opportunity for opposing parties to be heard on their reasons for opposition to the Agreement?

A. Although no Parties oppose the Agreement, if any Party had opposed the Agreement, there were certainly opportunities to be heard. All Parties participated in technical/settlement conferences held on October 26 and November 2, 2021. The Agreement was collaboratively drafted and filed on November 9, 2021. Furthermore, in the event a Settlement was not reached by November 9, the Procedural Schedule allowed for filing of testimony either in support or opposition to the Financial Plan and Waiver Request, followed by an Evidentiary Hearing and Briefs.

Q. Is the Agreement supported by substantial competent evidence?

A. Yes, the Agreement is supported by substantial competent evidence in the record. There was extensive vetting of these matters through a multitude of data requests ("DRs") and information sharing. The Agreement is also supported by my testimony and the testimony of other Signatories.

To my knowledge, it is undisputed that Winter Storm Uri prompted health and

1 safety concerns, sudden and sustained natural gas supply disruptions, and widespread
2 infrastructure and operational failures at facilities that were necessary for the delivery of
3 natural gas. This has already been acknowledged by the Commission.

4 Through review of the facts contained in the Company's testimony and responses
5 to the DRs in this docket, as well as discussions with the Company and KCC Staff, CURB
6 believes the agreed upon calculation of Extraordinary Costs is reflective of the costs that
7 were incurred by the Company to serve sales customers during February 2021.
8 Furthermore, CURB believes the agreed upon application of carrying charges is reflective
9 of the Company's costs associated with financing the Extraordinary Costs.

10
11 **Q. Will the Agreement result in just and reasonable rates/charges?**

12 A. Yes, I believe approval of the Agreement would result in just and reasonable rates/charges.
13 I will discuss the reasonableness of specific provisions of the Settlement in detail:

14 Waiver Request

15 I believe approval of the Waiver Request would result in just and reasonable
16 charges.

17 CURB's primary goal regarding this matter is to ensure that residential and small
18 commercial customers are not forced to subsidize marketers or transportation customers
19 through an unjust assignment of costs. Black Hills did not incur a net increase in costs
20 during the Weather Event on behalf of transportation customers that would be recovered

1 from its sales customers.⁷

2 Extraordinary Costs

3 I believe approval of the provision of the Agreement allowing Black Hills to
4 recover \$87,897,745 in Extraordinary Costs over a five-year period (a bill impact of
5 \$11.47/mo. for a residential customer with average usage) would result in just and
6 reasonable rates.

7 Nearly every state in the Midwest is now facing unprecedented, extraordinary
8 natural gas costs due to the effects of Winter Storm Uri. In Texas, highly publicized,
9 widespread utility service disruptions even lead to the loss of life. In the KCC's Emergency
10 Order, all jurisdictional utilities were ordered to "do all things possible and necessary to
11 ensure natural gas and electricity utility services continue to be provided to their customers
12 in the State."⁸ In spite of the volatility of the natural gas market conditions, Black Hills
13 was able to procure sufficient natural gas supplies during the Weather Event to maintain
14 reliable natural gas service for its customers.⁹

15 Annually, Black Hills files a Gas Purchase Plan (GPP) with the Commission and
16 presents the plan to KCC Staff and CURB for review. The unprecedented weather, supply,
17 demand, and pricing conditions that developed during the Weather Event could not
18 reasonably have been anticipated at the time Black Hills entered into its GPP contracts,
19 months in advance of the Weather Event. During the Weather Event, for several days in

⁷ *Motion for Waiver*, Docket No. 21-BHCG-370-MIS, p. 3 §II ¶1 (May 28, 2021).

⁸ *Emergency Order*, Docket No. 21-GIMX-303-MIS, p. 3 §B (Feb. 15, 2021).

⁹ *Direct Testimony of Kent J. Kopetsky*, Docket No. 21-BHCG-334-GIG, p. 15 (Jun. 16, 2021).

1 succession, natural gas index prices vastly exceeded any previously fathomable price. Yet,
2 during the Weather Event, Black Hills acquired and utilized gas supplies in accordance
3 with its GPP for the 2020-2021 heating season.¹⁰ It is important to recognize that the GPP
4 is designed for the entirety of the heating season, and, at the time of the Weather Event,
5 there were nearly two months remaining in the season.

6 The unprecedented spike in natural gas index prices during the Weather Event has,
7 understandably, lead to concerns over price gouging, profiteering and market
8 manipulation. Duly, these concerns are being investigated by the Kansas AG's Office
9 under its statutory and common law authority to enforce: (1) the Kansas Consumer
10 Protection Act (KCPA), K.S.A. 50-623, et seq. and to protect consumers from suppliers
11 who commit deceptive and unconscionable acts and practices; (2) K.S.A. 50-6,106 (the
12 unconscionable act of profiteering from a disaster); and (3) the Kansas False Claims Act,
13 K.S.A. 75-7501, et seq., which prohibits making a fraudulent claim upon the State
14 government or any political subdivision of the State.¹¹ Under the Agreement, any form of
15 federal or state governmental relief in the form of profit disgorgement, civil suit relief,
16 market manipulation findings, etc., resulting from the Weather Event, would be passed to
17 customers through the PGA/ACA.

18 I cannot attest that Black Hills performed flawlessly during the unprecedented
19 Weather Event—in a later phase of this docket, KCC Staff, CURB and other intervenors
20 will discuss the lessons learned from the Weather Event, potential tariff revisions,

¹⁰ *Direct Testimony of Kent J. Kopetsky*, Docket No. 21-BHCG-334-GIG, p. 4 (Jun. 16, 2021).

¹¹ *See Petition to Intervene* of Kansas AG's Office, Docket No. 21-BHCG-334-GIG, (Jul. 19, 2021).

1 improvements, etc. However, I do believe, when viewing Black Hills' actions during the
2 Weather Event without the lens of hindsight, the Company responded adequately and,
3 therefore, the Extraordinary Costs should be considered to be prudently incurred.
4 Therefore, I believe approval of the provision of the Agreement allowing Black Hills to
5 recover the agreed upon Extraordinary Costs over a five-year period would result in just
6 and reasonable rates.

7 Carrying Charges

8 I believe the carrying charge rates proposed in the Agreement would result in just
9 and reasonable charges. The initial rate of 1.30% for the period starting when the
10 Extraordinary Costs were incurred through the end of December 31, 2021, is reflective of
11 actual short-term financing charges incurred by the Company to cover its Extraordinary
12 Costs. The rate of 5.71% for the period of January 1, 2022, through the remainder of five-
13 year recovery period, is reflective of longer-term financing costs necessary for the
14 Company to achieve a desirable debt-equity ratio.

15 In my experience, this particular settlement agreement is unique in that no Party
16 filed a report or testimony in response to the Application within this docket, prior to
17 settlement discussions and the filing of the Agreement. Because CURB has no filed
18 position in response to the initial request in this Docket, I would like to address the
19 Company's initial proposal for the application of a carrying charge rate at the weighted
20 average cost of capital (WACC), currently 7.98%, on the Extraordinary Costs. I believe
21 that an application of Black Hills' WACC would be inappropriate in this circumstance and

1 would not be reflective of actual financing charges associated with the Extraordinary Costs.
2 Allowance of an unreasonably high carrying charge could result in a windfall for the
3 Company stemming from a disastrous event. Meanwhile, utility customers face severe
4 financial consequences from the emergency Weather Event. To reiterate, I am supportive
5 of the tiered carrying charges proposed in the Agreement, but CURB is strongly opposed
6 to the Company's initial proposal to apply its WACC as the carrying charge for the
7 Extraordinary Costs.
8

9 **Q. Are the results of the Agreement in the public interest?**

10 A. Yes, I believe the Agreement is in the public interest. There is a wide range of
11 representation among the Parties: the Company; several marketers and transportation
12 customers; CURB, representing residential and small commercial customers; and KCC
13 Staff, representing all interests including the public, generally. The Company, CURB,
14 KCC Staff, and NGTCC are signatories to the Agreement. No Party has expressed
15 opposition to the Agreement.

16 Under the Agreement, the Company would recover the Extraordinary Costs it
17 incurred to provide gas to customers over a reasonable, extended timeframe, with the
18 inclusion of reasonable carrying charges. Furthermore, provisions of the Agreement
19 provide customer protections in the form of potential future relief that could come through
20 the investigations of the Kansas AG's Office or other governmental agencies into predatory
21 pricing issues. Additionally, a provision of the Agreement ensures that individual

1 customers will not be able to circumvent the Surcharge by switching from a sales class to
2 transportation. There is also a provision of the Agreement that protects new customers of
3 Black Hills who already fully paid their costs associated with the Weather Event to another
4 Kansas gas utility.

5

6 **Q. What do you recommend?**

7 A. I support the Agreement and believe it satisfies the Commission's established criteria for
8 approval of a settlement agreement. Therefore, I recommend the Commission reject Black
9 Hill's initial proposed Financial Plan and, instead, approve the Agreement as filed.

10

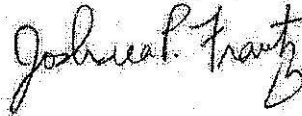
11 **Q. Does this conclude your testimony?**

12 A. Yes, it does.

VERIFICATION


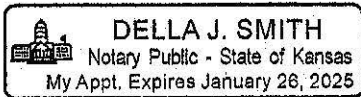
STATE OF KANSAS)
)
COUNTY OF SHAWNEE) ss:

I, Josh Frantz, of lawful age and being first duly sworn upon my oath, state that I am a consultant for the Citizens' Utility Ratepayer Board; that I have read and am familiar with the above and foregoing document and attest that the statements therein are true and correct to the best of my knowledge, information, and belief.



Josh Frantz

SUBSCRIBED AND SWORN to before me this 22nd day of November, 2021.



Notary Public

My Commission expires: 01-26-2025.

CERTIFICATE OF SERVICE

21-BHCG-334-GIG

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 22nd day of November, 2021, to the following:

JAMES G. FLAHERTY, ATTORNEY
ANDERSON & BYRD, L.L.P.
216 S HICKORY
PO BOX 17
OTTAWA, KS 66067
jflaherty@andersonbyrd.com

JULIE AGRO
BLUEMARK ENERGY
4200 E SKELLY DRIVE
SUITE 300
TULSA OK 74135
jagro@bluemarkenergy.com

JEFF AUSTIN
AUSTIN LAW P.A.
7111 W 151ST ST, SUITE 315
OVERLAND PARK, KS 66223
jeff@austinlawpa.com

ALEX GOLDBERG, ATTORNEY
BLUEMARK ENERGY
909 BANNOCK STREET, STE 1524
DENVER, CO 80204
alexantongoldberg@gmail.com

ROB DANIEL
MANAGER REGULATORY & FINANCE
BLACK HILLS/KANSAS GAS UTILITY
COMPANY LLC D/B/A BLACK HILLS ENERGY
601 NORTH IOWA STREET
LAWRENCE, KS 66044
rob.daniel@blackhillscorp.com

MIKE WESTBROCK
BLUEMARK ENERGY
4200 E SKELLY DRIVE
SUITE 300
TULSA OK 74135
westbrock@bluemarkenergy.com

ANN STICHLER, Sr. Analyst-Reg. & Finance
BLACK HILLS/KANSAS GAS UTILITY
COMPANY LLC D/B/A BLACK HILLS ENERGY
2287 COLLEGE ROAD
COUNCIL BLUFFS, IA 51503
ann.stichler@blackhillscorp.com

MONTGOMERY ESCUE, CONSULTANT
FREEDOM PIPELINE, LLC
PO BOX 622377
OVIEDO, FL 33762
montgomery@escue.com

JEFFREY DANGEAU, ASSOCIATE GENERAL
COUNSEL
BLACK HILLS/KANSAS GAS UTILITY
COMPANY, LLC D/B/A BLACK HILLS ENERGY
655 EAST MILLSAP DRIVE
FAYETTEVILLE, AR 72703
Jeff.dangeau@blackhillscorp.com

KIRK HEGER
FREEDOM PIPELINE, LLC
1901 UNIVERSITY DRIVE
LAWRENCE KS 66044
kirkheger@gmail.com

DOUGLAS LAW, ASSOCIATE GENERAL
COUNSEL
BLACK HILLS/KANSAS GAS UTILITY
COMPANY, LLC D/B/A BLACK HILLS ENERGY
1731 WINDHOEK DRIVE
LINCOLN, NE 68512
douglas.law@blackhillscorp.com

MELANIE S. JACK, Assistant Attorney General
KANSAS ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
120 SW 10th AVE., 2nd FLOOR
TOPEKA, KS 66612
Melanie.Jack@ag.ks.gov

TOM STEVENS
DIRECTOR REGULATORY & FINANCE
BLACK HILLS ENERGY
655 EAST MILLSAP DRIVE, SUITE 104
FAYETTEVILLE, AR 72703-1002
tom.stevens@blackhillscorp.com

DEREK SCHMIDT, Kansas Attorney General
KANSAS ATTORNEY GENERAL
Consumer Protection Division
120 SW 10th AVE., 4th FLOOR
TOPEKA, KS 66612
Derek.Schmidt@ag.ks.gov

DAVID COHEN, ASSISTANT GENERAL
COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
d.cohen@kcc.ks.gov

MICHAEL NEELEY, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
m.neeley@kcc.ks.gov

TERRI PEMBERTON, CHIEF LITIGATION
COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
t.pemberton@kcc.ks.gov

GLEND A CAFER, ATTORNEY
MORRIS LAING EVANS BROCK & KENNEDY
800 SW JACKSON, SUITE 1310
TOPEKA KS 66612-1216
gcafer@morrislaing.com

BRET G. WILSON, VICE PRESIDENT AND
GENERAL COUNSEL
NATIONAL BEEF PACKING COMPANY
12200 N. AMBASSADOR DR.
SUITE 500
KANSAS CITY, MO 64195
bret.wilson@nationalbeef.com

FRANK A. CARO, ATTORNEY
POLSINELLI PC
900 W 48TH PLACE STE 900
KANSAS CITY, MO 64112
fcaro@polsinelli.com

ANDREW O. SCHULTE, ATTORNEY
POLSINELLI PC
900 W 48th PLACE, STE 900
KANSAS CITY, MO 64112
aschulte@polsinelli.com

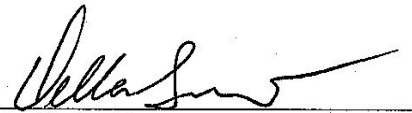
LEE M. SMITHYMAN, ATTORNEY
SMITHYMAN & ZAKOURA, CHTD.
7421 WEST 129th STREET
OVERLAND PARK, KS 66213-2634
LEE@SMIZAK-LAW.COM

CONNOR A. THOMPSON
SMITHYMAN & ZAKOURA, CHTD.
7421 WEST 129th STREET
OVERLAND PARK, KS 66213-2634
connor@smizak-law.com

JAMES P. ZAKOURA, ATTORNEY
SMITHYMAN & ZAKOURA, CHTD.
7421 WEST 129th STREET
OVERLAND PARK, KS 66213-2634
jim@smizak-law.com

TIMOTHY E. MCKEE, ATTORNEY
TRIPLETT, WOOLF & GARRETSON, LLC
2959 N ROCK RD STE 300
WICHITA, KS 67226
TEMCKEE@TWGFIRM.COM

RICHARD L. HANSON
RICHARD L HANSON
16171 ROAD I
LIBERAL KS 67901
rlhanson@wbsnet.org



Della Smith
Senior Administrative Specialist