



1     **Q.     State your name and current business address.**

2     A.     Mark W. McCann, 1613 W. 6<sup>th</sup> Street, Bartlesville, Oklahoma 74003.

3     **Q.     Are you the sole shareholder and officer of Quito, Inc.?**

4     A.     Yes.

5     **Q.     Are you acquainted with Mr. Joe Harper, and if so, please state how you are**  
6     **acquainted with him.**

7     A.     I am acquainted with Mr. Harper, and have known him for many years. Mr.  
8     Harper has done work as an independent contractor for other companies that  
9     I own.

10    **Q.     During the course of your business relationship with Mr. Harper, did you**  
11    **have occasion to discuss generally what types of services Mr. Harper**  
12    **provided?**

13    A.     Yes. In my discussions with Mr. Harper, I became aware that in addition to  
14    providing services on a per project basis, Mr. Harper or his company also  
15    operated oil and gas leases.

16    **Q.     Are you related by blood or marriage to Joe Harper?**

17    A.     No.

18    **Q.     Has Mr. Harper ever been an employee of Quito, Inc. or any other entity that**

1           **you own?**

2       A.     No.

3       **Q.     Have you, individually, ever been issued an Operator's License by the Kansas**  
4           **Corporation Commission?**

5       A.     No.

6       **Q.     Have you, individually, ever been issued a Notice of Violation letter by the**  
7           **Kansas Corporation Commission asserting a failure to comply with the**  
8           **statues, regulations, rules and orders of the Commission governing oil and**  
9           **gas operations in the State of Kansas?**

10      A.     No.

11      **Q.     Has Kansas Production Company, Inc. ever been issued an Operator's License**  
12           **by the Kansas Corporation Commission?**

13      A.     No.

14      **Q.     Has Kansas Production Company, Inc. ever been issued a Notice of Violation**  
15           **letter by the Kansas Corporation Commission asserting a failure to comply**  
16           **with the statues, regulations, rules and orders of the Commission governing**  
17           **oil and gas operations in the State of Kansas?**

18      A.     No.

1   **Q.   What is the current status of the operator's license of Quito, Inc., License No.**  
2       **33594?**

3   A.   By Final Order dated February 9, 2023, the Commission issued an Order Denying  
4       Renewal of Quito's operator's license, and directed that the license be suspended  
5       for a period of one year. That order was issued in Docket No.  
6       22-CONS-3115-CMSC.

7   **Q.   Without re-litigating that matter, does it remain your opinion that Quito, Inc.**  
8       **had made substantial efforts to demonstrate that it was in compliance?**

9   A.   Yes.

10  **Q.   Has Quito, Inc. sought to obtain a new operator's license?**

11  A.   Yes.

12  **Q.   What is the status of that new license application?**

13  A.   An Order Denying Application for License was entered on January 28, 2025 in  
14       Docket No. 25-CONS-3245-CMSC.

15  **Q.   Has Quito, Inc. requested a hearing on its application for a new license?**

16  A.   Yes.

17  **Q.   Have you reviewed the Order Denying Application for License issued in**  
18       **Docket No. 25-CONS-3245-CMSC?**

1 A. Yes.

2 **Q. What is the factual basis of the Commission's Order?**

3 A. The factual basis of the Commission's Order appears to be an assertion that  
4 Quito, Inc. (the Applicant) was associated with McC Oil Company, Inc., license no.  
5 31411; Wildcat Energy, Inc., license no. 31507; Quito, Inc., license no. 33594, and  
6 Thor Operating, LLC, license no. 36020.

7 **Q. The issues raised in Docket No. 25-CONS-3245-CMSC may not be relevant**  
8 **to the current docket. Are you able to address the issues raised in Docket**  
9 **No. 25-CONS-3245-CMSC in greater detail, if asked to do so at the hearing**  
10 **in the present docket?**

11 A. Yes.

12 **Q. Has Quito, Inc. previously been directed to transfer the wells on its well**  
13 **inventory?**

14 A. Yes. By letter dated August 28, 2023, Quito was advised that it was in violation  
15 of K.A.R. 82-3-120, and that one of the actions available to correct that violation  
16 was transferring the wells to another operator by filing T-1 forms.

17 **Q. Have you had an opportunity to review the provisions of K.S.A. 55-**  
18 **155(d)(3)(B)?**

1 A. Yes.

2 **Q. What is your understanding of that provision as a layman?**

3 A. As a layman, it tells me that if an operator is associated substantially with  
4 another operator that has any outstanding orders or unpaid fines, penalties or  
5 costs, the financial responsibility fee that would otherwise cease after the  
6 operator has an acceptable record of compliance for a period of 36 months  
7 continues.

8 **Q. Have you had an opportunity to read K.S.A. 55-155 in its entirety?**

9 A. Yes.

10 **Q. Again, testifying in your capacity as a layman, do you observe any provision**  
11 **in that statute which ties subsection (d)(3)(B) to the qualifications for**  
12 **licensure under subsection (c)?**

13 A. Yes, subsection (c)(6), which requires the applicant for an operator's license to  
14 provide assurance of financial responsibility in one of the alternate methods set  
15 forth in subsection (d). Except for the provisions set forth in (c)(6), there appears  
16 to be no other connection between subsection (d)(3)(B) and the criteria for  
17 license eligibility under subsection (c).

18 **Q. Although the operator's license of Quito, Inc. was non-renewed on February**

1       **9, 2023, did Quito, Inc. continue to receive notices from the Commission**  
2       **concerning mechanical integrity testing of the wells that remained on its well**  
3       **inventory pursuant to K.A.R. 82-3-407?**

4       A.     Yes.

5       **Q.     Have Penalty Orders been issued to Quito, Inc. for failure to conduct MIT**  
6       **tests on injection wells listed on its well inventory?**

7       A.     Yes. Penalties were assessed in Docket Nos. 02-CONS-3072, 25-CONS-3168-  
8       CPEN; 25-CONS-3230-CPEN, 25-CONS-3092-CPEN, and 25-CONS-3200-CPEN.

9       **Q.     Why were those MIT tests not timely performed?**

10      A.     The companies I operate ran short on personnel.

11      **Q.     On February 28, 2025, was Quito, Inc. attempting to complete MIT testing of**  
12      **injections wells on its well inventory?**

13      A.     Yes.

14      **Q.     How was Quito, Inc. attempting to accomplish that task?**

15      A.     Quito, Inc. had hired Emerson Operating, LLC as an independent contractor to  
16      interact with KCC Staff in scheduling and performing the MIT tests.

17      **Q.     Did you provide direction to Joe Harper of Emerson Operating, LLC**  
18      **concerning the conduct of such tests?**

1 A. Yes.

2 **Q. Why?**

3 A. Kansas Production Company, Inc. is the owner of all of the working interest in  
4 the oil and gas leases upon which the injection wells are located. As I have  
5 previously stipulated and/or testified, I am the sole officer, director, and  
6 shareholder of Kansas Production Company, Inc., and am also the sole officer,  
7 director and shareholder of Quito, Inc.. In my capacity as the owner of those  
8 entities, I am very familiar with the injection wells situated on the leases. Mr.  
9 Harper was not familiar with the leases and needed my input to determine where  
10 the injection wells were physically located. I also communicated to him my views  
11 concerning the sequence of testing. The reason I did that was my knowledge  
12 of the terrain, as the ground was wet during the period testing was being  
13 conducted and certain wells could not be accessed without causing deep ruts  
14 and/or concerns that vehicles might get stuck in locations where it is a long walk  
15 back to town. Additionally, Kansas Production Company, Inc. furnished the  
16 nitrogen, and I needed to coordinate with Mr. Harper on where to pick up the  
17 nitrogen bottles.

18 **Q. Were you personally physically present at any time any of these MIT tests**



1           **were being conducted?**

2       A.     No.

3       **Q.     Did you instruct Mr. Harper on the manner in which the MIT tests were to**  
4           **be conducted?**

5       A.     No.   Mr. Harper is very familiar with the manner in which MIT testing is  
6           performed, and he requires no direct, personal supervision in that regard.

7       **Q.     Did Quito, Inc. enter into an Operating Agreement with Emerson Operating,**  
8           **LLC concerning the Sears, Deamond, and McFarlane-Delong leases?**

9       A.     Yes.

10      **Q.     Is the Operating Agreement, including Exhibit B, attached to your prefiled**  
11       **Direct and Rebuttal Testimony?**

12      A.     Yes.

13      **Q.     Exhibit B to the Operating Agreement indicates that Kansas Production**  
14       **Company, Inc. will pay all of the expenses of operation?**

15      A.     Yes.

16      **Q.     Is Emerson Operating, LLC acquiring any ownership interest in the Sears,**  
17       **Dearmond or McFarland-Delong leases?**

18      A.     No.

1   **Q.   Do you, directly or indirectly, own or hold any ownership or economic**  
2       **interest in Emerson Operating, LLC?**

3   A.   No.

4   **Q.   Is the provision that Kansas Production Company, Inc. will continue to pay**  
5       **100% of the costs of operating the three leases consistent with the**  
6       **continued ownership of 100% of the working interest in the leases by Kansas**  
7       **Production Company, Inc.?**

8   A.   Yes.

9   **Q.   Will Emerson Operating, LLC require your personal supervision in operating**  
10       **those leases?**

11   A.   No. Mr. Harper has significant experience in operating oil and gas leases. I do  
12       not believe it will be necessary, and I do not anticipate any need to micro-  
13       manage the conduct of operation of the leases by Emerson Operating, LLC.

14   **Q.   Have you personally acquired a fairly intimate knowledge of the Sears,**  
15       **Dearmond and McFarland-Delong leases from and after 2006, when Quito,**  
16       **Inc. became the operator of those leases?**

17   A.   Yes.

18   **Q.   Based on your familiarity with those leases, do you have opinions as to how**

1        **they might be most efficiently operated?**

2        A.     Yes.

3        Q.     **Do you anticipate sharing those thoughts and opinions with Mr. Harper?**

4        A.     I suspect Mr. Harper will solicit my input in that regard.

5        Q.     **Are you aware of any statute, regulation, rule or order of the Commission**  
6        **which prohibits you from furnishing that type of information to Mr. Harper?**

7        A.     No.

8        Q.     **Has Kansas Production Company, Inc. ever held an oil operator's license in**  
9        **the State of Kansas?**

10       A.     No.

11       Q.     **Have you, individually, ever held an oil operator's license in the State of**  
12       **Kansas?**

13       A.     No.

14       Q.     **Do you believe the Sears, Dearmond and McFarland-Delong leases are**  
15       **capable of producing oil in quantities sufficient to pay the costs of operating**  
16       **those leases, including the costs associated with complying with statutes,**  
17       **regulations, rules and orders of the Kansas Corporation Commission**  
18       **governing oil and gas operations?**

1 A. Yes.

2 **Q. Upon approval of transfer of operator responsibility from Quito, Inc. to**  
3 **Emerson Operating, LLC, what do you, as an officer of Kansas Production**  
4 **Company, Inc., anticipate the Commission will expect of Emerson Operating,**  
5 **LLC?**

6 A. That it operate the leases and wells in accordance with the statutes and  
7 regulations governing oil and gas operation in Kansas, and the rules and orders  
8 of the Commission.

9 **Q. Is there a limit on expenses Emerson Operating, LLC may incur in operating**  
10 **the leases being transferred to it?**

11 A. Yes. For a single operation, Emerson may not incur expenses in excess of  
12 \$5,000.00 without the prior approval of Kansas Production Company, Inc..

13 **Q. Does that limit apply to costs or expenses associated with compliance with**  
14 **the statutes, regulations, rules or orders of the Commission?**

15 A. No.

16 **Q. What is the purpose of the limitation on expenses that the operator may**  
17 **incur under the Operating Agreement?**

18 A. In the event the operator proposes to incur a non-compliance type major

1 expense, such as drilling a new well or re-completing an existing well, the  
2 purpose is to give the non-operator notice so that the non-operator can analyze  
3 the proposed major expense, and determine whether to approve or disapprove  
4 it.

5 **Q. Are you aware of any provision of either K.S.A. 55-155(c), K.A.R. 82-3-136 or**  
6 **K.A.R. 82-3-410 which specifies the economic relationship between the**  
7 **operator and non-operator as a factor applicable to transfer of operator**  
8 **responsibility?**

9 A. No.

10 **Q. In your opinion, does the Operating Agreement between Kansas Production**  
11 **Company, Inc. and Emerson Operating, LLC create a unity of interest and**  
12 **ownership between yourself, individually, Kansas Production Company, Inc.**  
13 **and Emerson Operating, LLC?**

14 A. No. Under the Operating Agreement, Kansas Production Company, Inc. retains  
15 100% of the ownership interest in the wells and leases; Emerson Operating, LLC  
16 acquires no right, title or interest in the leases or wells. The primary economic  
17 interest of Kansas Production Company, Inc. is to place the leases in production  
18 so that they produce oil in sufficient quantities to pay operating expenses, and

1 to generate a profit to Kansas Production Company, Inc.. The primary economic  
2 interest of Emerson Operating, LLC is to provide labor, equipment and services,  
3 to operate the leases and bill operating expenses to the working interest owner -  
4 Kansas Production Company, Inc.. Emerson Operating, LLC is only indirectly  
5 concerned with the profitability of production.

6 **Q. Has Quito, Inc. previously sought to renew its operator's license?**

7 A. Yes, but that application was denied by the Commission in Docket No. 22-CONS-  
8 3115-CMSC.

9 **Q. Did Quito, Inc. then subsequently attempt to transfer operator responsibility**  
10 **for wells on eight of the leases, which it was previously operating, to Thor**  
11 **Operating, LLC?**

12 A. Yes, but the Commission determined that the operator's license application  
13 should not be processed in consolidated Docket Nos. 24-CONS-3001-CSHO; 24-  
14 CONS-3072-CPEN, and 24-CONS-3086-CMSC.

15 **Q. To your knowledge, when were any of the wells on the Sears, Dearmond and**  
16 **McFarland-Delong leases last operated?**

17 A. On October 3, 2023, the Commission issued an emergency order in Docket No.  
18 24-CONS-3086-CMSC, and all of the wells were shut-in on or about that date.

1   **Q.   Did Thor Operating, LLC voluntarily cease operations on any of the wells**  
2       **which Quito, Inc. attempted to transfer to it?**

3   A.   Some of the wells which Quito, Inc. attempted to transfer to Thor Operating, LLC  
4       had been granted temporary abandonment status pursuant to K.A.R. 82-3-111.  
5       Excluding the TAed wells, to the best of my knowledge, Thor Operating, LLC did  
6       not voluntarily cease operating any fully-equipped production or injection wells.

7   **Q.   Prior to February 9, 2023, did Quito, Inc. voluntarily cease operating any of**  
8       **the wells then on its well inventory?**

9   A.   There were a number of wells on Quito's well inventory upon which TA status  
10      had been granted, or upon which TA applications were pending as of the date  
11      of the hearing in Docket No. 22-CONS-3115-CMSC, and as to the wells which  
12      fell into that category, the answer is yes. Additionally, there were a number of  
13      wells that were fully-equipped, and capable of production or injection, and as to  
14      those wells, the answer is no. Quito, Inc. did not voluntarily cease operating the  
15      wells which were fully equipped until its receipt of the Commission's order on  
16      February 9, 2023.

17   **Q.   Does this conclude your pre-filed direct and rebuttal testimony?**

18   A.   Yes.

## OPERATING AGREEMENT

Agreement made and entered into by and between Emerson Operating, LLC, hereafter referred to as "Operator" and Kansas Production Company, Inc., hereafter referred to as "Non-Operator".

### RECITALS:

WHEREAS, the Non-Operator is the owner of oil and gas leases and/or oil and gas interests, identified in Exhibit "A-1", and the oil and gas wells identified in Exhibit "A-2", and the parties hereto have reached an agreement for the operation, exploration and development of the leases, interests and/or wells for the production of oil and gas to the extent as hereafter provided;

NOW THEREFORE, it is agreed as follows:

1. Definitions. As used in this agreement, the terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas lease or leases covering the tracts of land identified in Exhibit "A-1" attached hereto. The term "wells" shall mean the oil and/or gas production wells, and the enhanced oil recovery and/or disposal wells identified in Exhibit "A-2".
2. Interests of Parties. The interests of the parties, and all costs and liabilities incurred in operations under this agreement, shall be borne and paid as set forth in Exhibit "B" attached hereto.
3. Operator. Emerson Operating, LLC is designated as the operator of the leases and wells, and shall conduct and direct and have full control of all operations on the leases and wells as permitted and required by applicable governmental statutes, rules and regulations, and within the limits of this agreement. Non-Operator shall not participate in the day-to-day operation of the leases and wells. Operator shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the Non-Operator for losses sustained or liabilities incurred, except such as may result from its gross negligence or willful misconduct.
4. Term of Agreement. Subject to each of the terms and provisions of this Operating Agreement, the initial term of this Agreement shall be for a period of one (1) year. Upon expiration of the initial term, this Agreement shall automatically renew



on a month-to-month basis, on the first day of each calendar month, unless terminated by either party in the manner set forth below.

4. Compensation of Operator. Operator shall receive the following compensation for its services hereunder: Five Hundred Dollars per lease per month. Operator shall also be entitled to reimbursement for its expenses, as set forth below.

5. Removal of Operator. If Operator terminates its legal existence, or is no longer capable of serving as Operator, fails or refuses to carry out its duties hereunder or becomes insolvent, bankrupt or is placed in receivership, Operator may be removed by the Non-Operator.

6. Selection of Successor Operator. Upon the removal of Operator, a successor operator shall be selected by the Non-Operator.

7. Expenditures and Liabilities of Parties.

Liability of Parties. The Non-Operator shall be liable for all costs of developing and operating the leases. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership association, or to render the parties liable as partners.

Payments and Accounting. Operator shall promptly pay and discharge any costs and expenses charged to it, and incurred in the development and operation of the leases pursuant to this agreement. Non-Operator shall promptly reimburse Operator for any such costs and expenses paid by Operator. Operator shall keep accurate records showing expenses incurred and charges and credits made and received.

Operator, at its election, may demand and receive from the Non-Operator payment in advance of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding month by giving an itemized statement of such estimated expense to the Non-Operator.

Payment of Operator's invoices, including estimated expenses, shall be due within fifteen (15) days after date of such invoice or estimate.

Limitation of Expenditures. Except as specifically set forth below, without the consent of Non-Operator, no well shall be drilled, deepened, re-worked or plugged

back where the reasonably estimated cost thereof is in excess of the sum of \$5,000.00. This provision shall not limit the obligation of the Non-Operator to pay all costs and expenses incurred as may be necessary to comply with statutes, rules and regulations of governmental authorities.

8. Notices. All notices authorized hereunder shall be given to the parties at their addresses set forth in Exhibit B attached hereto. Notices may be given by mail, facsimile or e-mail transmission. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to the other party.

9. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

10. Effective Date. This agreement shall be effective for all purposes as of 09/17/2024, 2024.

In witness whereof, the parties have executed this agreement the day and year set forth opposite their signatures below.

Dated: 09/17/2024

Emerson Operating, LLC  
Joe Harper  
Joe G. Harper, Managing Member

Dated: 9-17-24

Kansas Production Company, Inc.  
Mark W. McCann  
Mark W. McCann, President

## EXHIBIT A-1

### Sears Lease

LESSOR: Mary Grace Sears, a widow, a/k/a Grace Sears  
LESSEE: Tomkat, Ltd.  
DATE: May 17, 1977  
RECORDED: Book 41 of Leases, Page 633  
PROPERTY: Insofar as the lease covers S/2 NE/4 and N/2 SE/4 of Section 23; W/2, N/2 of the NE/4, SW/4 of the NE/4, and W/2 of the SE/4 of Section 24; N/2 of the NW/4 and the NW/4 of the NE/4 of Section 25; all in Township 34S, Range 10E, Chautauqua County, Kansas

### Dearmond Lease

Legal Description: The South Half of the Northwest Quarter (S/2 NW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section 15, Township 34, Range 12, containing approximately 120 acres, Chautauqua County, Kansas.

### Oil and Gas Leases:

LESSOR	LESSEE	RECORDED
James R. Cable and Judy S. Cable, husband and wife	Wildcat Energy, Inc.	Book 67 of Leases at Page 392
Robert J. Day and Doris H. Day, husband and wife	Wildcat Energy, Inc.	Book 67 of Leases at Page 394
Wanda M. Dessert, a single woman	Wildcat Energy, Inc.	Book 67 of Leases at Page 402
Doris Davis, a single woman	Wildcat Energy, Inc.	Book 67 of Leases at Page 400
STELLA WHITWORTH LIVING TRUST dated March 31, 1992, Phyllis Fisher, Trustee	Wildcat Energy, Inc.	Book 67 of Leases at Page 396

McFarland-Delong Lease

LESSOR: Grace MacFarlane Delong and Earl D. Delong, her husband

LESSEE: Walter H. Williams

DATE: November 1, 1974

RECORDED: Book 33, Leases, Page 623

LESSOR: J. Wayne MacFarlane and Lena Macfarlane, his wife

LESSEE: Walter H. Williams

DATE: November 7, 1974

RECORDED: Book 33, Leases, Page 624

PROPERTY: The S/2 NW/4 of Sec. 23, T34S R11E, Chautauqua County, KS

Side Two

## Must Be Filed For All Wells

KOR Lease No.: 100305

Lease Name: Dearmond

Location: 15-34S-12E

Well No.	API No. (YR DRLD. PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/Water/WSW)	Well Status (PROD/TA'D/Abandoned)
24	15-019-19293-0000	850	735	OIL	PR
39	15-019-26346-0000	3428	4476	OIL	PR
37	15-019-26347-0000	3426	5138	OIL	PR
38	15-019-26349-0001	3484	4819	EOR	AI
40	15-019-26365-0000	3760	5127	OIL	PR
W-10	15-019-27222-0000	1468	4189	EOR	AI
M-3	15-019-27302-0000	3797	5119	OIL	PR
M-4	15-019-27303-0000	3803	4840	OIL	PR
M-5	15-019-27304-0000	3773	3698	OIL	PR
M-6	15-019-27305-0000	3772	3719	OIL	PR
W-11	15-019-27325-0000	1481	3806	SWD	AI
M-8	15-019-27333-0000	2320	2837	OIL	PR
M-12	15-019-27340-0000	1911	4916	OIL	PR
16	15-019-19183-0000	3131	4068	OIL	PR
17	15-019-19184-0000	2929	3399	OIL	PR
25	15-019-19185-0000	2314	4941	OIL	IN
27	15-019-20196-0001	2936	4969	EOR	AI
30	15-019-25847-0000	3013	4564	OIL	PR
31	15-019-25976-0000	2712	4750	OIL	PR
32	15-019-25975-0000	2681	5115	OIL	PR
33	15-019-26037-0001	3228	4822	EOR	AI
35	15-019-26149-0000	2934	3715	OIL	PR
40	15-019-26365-0000	3760	5127	OIL	PR
41	15-019-26364-0000	3763	4487	OIL	PR

A separate sheet may be attached if necessary

\* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.



KDOR Lease No.: 101363

\* Lease Name: McFarland-Delong

\* Location: Sec 23 - 34 - 11 E

A separate sheet may be attached if necessary

Exhibit MM-1  
Page 8

APR Lease No.: 101519

Lease Name: Sears Lease

\* Location: Section 23TWP 34-RGE-10E

A separate sheet may be attached if necessary

Exhibit MM-1  
Page 9



**Side Two**

**Must Be Filed For All Wells**

KDOR Lease No.: 101519

• Lease Name: Sears Lease

\* Location: Sections 24, TWP 34-RGE- 10E

[illegible]

*A separate sheet may be attached if necessary*

\* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.



## EXHIBIT "B"

Exhibit to Operating Agreement between Emerson Operating, LLC and Kansas Production Company, Inc.

Name	Working Interest Ownership
Emerson Operating, LLC	-0-
Kansas Production Company, Inc.	100%

## CERTIFICATE OF SERVICE

I, the undersigned, certify that a true copy of the attached Pre-filed Direct and Rebuttal Testimony of Mark W. McCann has been served to the following by means of electronic service on May 2, 2025.

Kelcey Marsh, Litigation Counsel  
Kansas Corporation Commission  
Central Office  
266 N. Main St, Ste 220  
Wichita, KS 67202-1513  
k.marsh@kcc.ks.gov

Kraig Stoll, EP&R Supervisor  
Kansas Corporation Commission  
Central Office  
266 N. Main St, Ste 220  
Wichita, KS 67202-1513  
kraig.stoll@ks.gov

Jonathan R. Myers, Asst. General Counsel  
Kansas Corporation Commission  
266 N. Main St., Ste. 220  
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Deanna Garrison  
Kansas Corporation Commission  
266 N. Main St., Ste. 220  
Wichita, KS 67202-1513  
deanna.garrison@ks.gov

/s/ John R. Horst  
JOHN R. HORST