

Kansas Natural Gas Settlement Claim Form

Eligible industrial and commercial purchasers of natural gas for consumption in the State of Kansas must complete this claim form and submit it by September 14, 2018.

A. Claimant Information

Name of Claimant: _____

Claimant Address: _____

City: _____ State: ____ Zip Code: _____

Telephone: (____) _____ - _____ Email: _____

The following entities are eligible to participate in this Settlement: All industrial and commercial direct purchasers of natural gas for their own use or consumption during the period from January 1, 2000 through October 31, 2002, and which gas was used or consumed by them in Kansas. Excluded from the Class are (a) entities that purchased natural gas for resale (to the extent of such purchase for resale); (b) entities that purchased natural gas for generation of electricity for the purpose of sale (to the extent of such purchase for generation); (c) defendants and their predecessors, affiliates and subsidiaries; (d) the federal government and its agencies; and (e) Reorganized FLI, Inc. (f/k/a Farmland Industries, Inc.).

For purposes of this definition, a "direct purchaser" means an industrial or commercial entity that bought natural gas for its own use or consumption directly from any of the Defendants, or from a seller other than a local distribution company.

To qualify, you and your purchases must meet the following criteria:

- You must be a commercial or industrial user of natural gas (this includes businesses, manufacturing facilities, warehouses, commercial property, hospitals, universities, schools, etc.)
- You must have purchased natural gas for your own consumption in Kansas (i.e., you burned or otherwise used the gas you purchased in Kansas) between January 1, 2000 and October 31, 2002.
- You must have purchased gas from a seller other than a local utility or other entity regulated by the State of Kansas (gas purchased from the utility serving your local community does not qualify).
- You or your purchases must not fall within one of the exclusions identified in the foregoing definition.

B. Natural Gas Consumption Information

Total Volume of Qualifying Natural Gas (please include unit of measure): _____

Name(s) of Invoicing Entity(ies): _____

C. Proof of Purchase

Please provide documentation or other evidence, which may consist of sales records, invoices, internal accounting records, or a declaration of a current or former employee of the claiming entity based on the declarant's personal knowledge and signed under penalty of perjury confirming the identity of the seller of natural gas and the qualifying volumes stated in this Claim Form.

D. Declaration

I affirm, under penalty of perjury, that the information provided in this Claim Form and the attached Purchase Documentation on behalf of the above entity is true and correct to best of my knowledge, and that the entity on behalf of whom I provide this Declaration was an Eligible Purchaser during the Relevant Time Period of January 1, 2000 – October 31, 2002, of the volume of natural gas claimed above, and used or consumed in the State of Kansas all the volume of natural gas claimed above.

Print Name: _____

Signature: _____

Title: _____ Date: ____ / ____ / ____

Please note that the Settlement Administrator has the right to request verification or more information regarding the claimed Eligible Purchases. If Settlement Claimants do not timely comply with such requests, or are unable to produce sufficient evidence to substantiate their Claim, the Settlement Administrator may disqualify their Claim, in full or in part.

**ALL CLAIM FORMS MUST BE POSTMARKED (IF MAILED) OR ELECTRONICALLY SUBMITTED BY
SEPTEMBER 14, 2018, TO:**

**Natural Gas Claims Administrator
C/O Dahl Administration
PO Box 3614
Minneapolis, MN 55403-0614**

Email: MissouriKansasGas@dahladministration.com

Website: <https://secure.dahladmin.com/MOKAN/ClaimFilingInfo>

Facsimile: 1-952-955-4589

NATURAL GAS ANTITRUST SETTLEMENTS CLAIM FORM INSTRUCTIONS

Why are you receiving the claim form?

Settlements have been reached with certain defendants in a series of lawsuits involving natural gas. You have been identified as potentially eligible to receive settlement benefits. **You must file a claim to request compensation from these settlements.**

What are these lawsuits about?

The lawsuits allege that certain companies involved in the production, marketing, or sale of natural gas engaged in an unlawful conspiracy to manipulate the price of natural gas. Plaintiffs further claim that commercial and industrial purchasers of natural gas for their own use or consumption in Kansas who purchased natural gas from entities other than utilities or local distribution companies may recover for the effect that the alleged conspiracy had on the prices of the natural gas they purchased.

Who is included in the Settlements?

All industrial and commercial direct purchasers of natural gas for their own use or consumption during the period from January 1, 2000 through October 31, 2002, and which gas was used or consumed by them in Kansas. Excluded from the Class are (a) entities that purchased natural gas for resale (to the extent of such purchase for resale); (b) entities that purchased natural gas for generation of electricity for the purpose of sale (to the extent of such purchase for generation); (c) defendants and their predecessors, affiliates and subsidiaries; (d) the federal government and its agencies; and (e) Reorganized FLI, Inc. (f/k/a Farmland Industries, Inc.).

For purposes of this definition, a “direct purchaser” means an industrial or commercial entity that bought natural gas for its own use or consumption directly from any of the Defendants, or from a seller other than a local utility or local distribution company.

What do the Settlements provide?

Two different settlements were reached on behalf of plaintiffs in Kansas. The first is with CMS Energy Corporation and certain of its affiliates; and El Paso Corporation and certain of its affiliates. Those settlements create a total settlement fund of \$9,528,750, plus any interest accrued, for class members in Kansas, before deductions for court-approved expenses and attorneys’ fees.

The second settlement is with GenOn Energy, Inc. (f/k/a Reliant Energy, Inc.) and Reliant Energy Services, Inc. That settlement creates a total settlement fund of \$2,425,500, plus any interest accrued, for eligible claimants in Kansas, before deductions for court-approved expenses and attorneys’ fees.

Do you qualify to make a claim?

To qualify to receive settlement funds, you and your purchases must meet the following criteria:

- You must be a commercial or industrial user of natural gas (this includes businesses, manufacturing facilities, warehouses, commercial property, hospitals, universities, schools, etc.)
- You must have purchased natural gas for your own consumption in Kansas (i.e., you burned or otherwise used the natural gas you purchased in Kansas) between January 1, 2000, and October 31, 2002.
- You must have purchased natural gas from a seller other than a local utility, local distribution company, or other entity regulated by the State of Kansas (natural gas purchased from the utility serving your local community, does not qualify).
- You must not fall within one of the exclusions identified in the definition stated above.
- Note: As long as you bought natural gas from a non-utility seller and meet the other criteria, the purchases qualify even if you used utilities or local distribution companies to transport your natural gas.

How do you make a Claim?

If you are eligible based on the foregoing criteria, use the attached claim form to identify the volumes of natural gas you purchased for your own use or consumption in Kansas, and identify the entity from which you purchased the natural gas. Please also submit any documentation or other evidence proving the volume of gas purchased.

To qualify, claims forms and supporting documentation must establish that you purchased natural gas from a qualifying non-utility seller, and must provide objective evidence of volumes of natural gas usage by the claiming entity or facility. Assumptions regarding the seller or the volume consumed are not sufficient to support a qualifying claim.

If you previously submitted a valid claim in the prior settlements with American Electric Power Company, Inc., Coral Energy Resources, LP, Duke Energy Carolinas, LLC, and Oneok, Inc. in Kansas, you do **not** need to submit a new claims form with the same information previously submitted. Your claims information from those settlements will be deemed submitted, and you will be eligible for compensation from these settlement funds. You are free to submit additional information to further support your claims. Any new information will be considered again in conjunction with your prior claims information.

What are your rights?

If you wish to request compensation from these settlement funds you **MUST** take action at this time. Please carefully review the specific provisions of the attached claim forms. **CLAIM FORMS MUST BE POSTMARKED OR SUBMITTED ONLINE NO LATER THAN SEPTEMBER 14, 2018.**

If you fail to submit a timely Claim Form, your claim will be rejected and you will be precluded from any recovery from the settlement funds.

Where can you get more information?

The terms of the Settlement Agreements, including the claims process, are detailed at **www.NaturalGasAntitrustSettlement.com**

The law firm Polsinelli PC has been authorized to contact you regarding this claims opportunity.

For more details, call toll free 1-855-234-7131, visit www.NaturalGasAntitrustSettlement.com, or write to Natural Gas Claims Administrator, c/o Dahl Administration, PO Box 3614, Minneapolis, MN 55403-0614.

If you submit a valid claim to funds from the settlement with GenOn Energy, Inc. and Reliant Energy Services, Inc., you will be subject to the terms of a mutual release based on the following language:

In consideration of the covenants undertaken in the Settlement Agreement, the Debtors, on the one hand, and each Settlement Claimant, on the other hand, each on behalf of themselves and (i) each of their respective current and former, direct and indirect, parent companies, subsidiaries, and affiliates; (ii) the respective assigns, predecessors, successors, and related entities of the entities in subsection (i) hereof; and (iii) all current and former employees, agents, directors, officers, managers, members, stockholders, partners, limited partners, equity holders, professionals, staff, principals, owners, and other representatives of the Parties and of the individuals and entities in subsections (i) and (ii) hereof (collectively, (i) through (iii) are the “Related Parties”), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and having been represented by counsel and having been fully and adequately informed as to the facts, circumstances and consequences of the Settlement Agreement, each hereby irrevocably and unconditionally release, acquit, and forever discharge the other, and all of the other’s respective Related Parties, contractors, and attorneys (all of which and whom are collectively referred to as “Releasees”), with respect to and from, any and all claims, demands, charges, additional costs, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, arbitration, tax assessments, obligations, debts, costs, expenses, attorneys’ fees, damages, judgments, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, indemnities, variances, trespasses, damages, compensation, fines, penalties, losses, orders and liabilities, of whatever kind or nature in law, equity or otherwise, whether now known or unknown, compulsory or permissive, sounding in tort, contract, statutory or regulatory violation or otherwise, suspected or unsuspected, discovered or undiscovered, foreseen or unforeseen, vested or contingent, accrued or unaccrued, liquidated or unliquidated, asserted or unasserted, matured or unmatured, direct or indirect, derivative or subrogated, individual, class, representative, or other capacity, that the Parties and their respective Related Parties now own or hold, or have at any time heretofore owned or held, or may in the future hold against said Releasees, or any of them, arising out of or in any way relating to any of the facts alleged in each of the Kansas and Missouri Actions, including but not limited to facts alleged in the Kansas Complaint and Missouri Complaint, and the Settlement Agreement, ***provided however*** that the foregoing release does not, shall not, and is not intended to release any claims, causes of action, or other rights of any Party arising out of or related to any breach of, or to enforce the terms of, the Settlement Agreement.

* “Debtors” is defined to include GenOn Energy, and Reliant Energy Services, Inc. (n/k/a RRI Energy Services, Inc.). All other entities included in the definition of Debtors are identified in the settlement agreement found on the settlement website at www.NaturalGasAntitrustSettlement.com.

LEGAL NOTICE

If You Bought Natural Gas Between January 1, 2000 and October 31, 2002, You May Be Entitled to Settlement Proceeds.

A Settlement has been reached with GenOn Energy, Inc. (f/k/a Reliant Energy, Inc.) and Reliant Energy Services, Inc. in conjunction with bankruptcy proceedings in *In re GenOn Energy, Inc.*, Case No. 1733695 (DRJ), pending in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) and ongoing litigation in *In re Western States Wholesale Natural Gas Antitrust Litigation*, Case No. 2:03-1431-RCJ-PAL, pending in the United States District Court for the District of Nevada (the “MDL Court”). The Bankruptcy Court has approved the settlement, and the settlement will be effective once the MDL Court enters a dismissal order as to Reliant Energy Services, Inc. Claims for payment under the terms of this settlement are now being accepted. **CLAIM FORMS MUST BE POSTMARKED OR SUBMITTED ONLINE NO LATER THAN SEPTEMBER 14, 2018.**

What are these lawsuits about?

The lawsuits allege that certain companies involved in the production, marketing, or sale of natural gas engaged in an unlawful conspiracy to manipulate the price of natural gas. Plaintiffs further claim that commercial and industrial purchasers of natural gas who purchased natural gas other than from utilities or local distribution companies and for their own use or consumption in Kansas or Missouri may recover for the effect that the alleged conspiracy had on the prices of the natural gas they purchased. Plaintiffs allege that, as result of the unlawful conspiracy, they and other purchasers paid more for natural gas than they would have absent the conspiracy. The settling defendants deny Plaintiffs’ claims.

Who’s included in the Settlements?

In the State of Kansas

All industrial and commercial direct purchasers of natural gas for their own use or consumption during the period from January 1, 2000 through October 31, 2002 (the “Relevant Time Period”), and which gas was used or consumed by them in Kansas. Excluded from the settlement are (a) entities that purchased natural gas for resale (to the extent of such purchase for resale); (b) entities that purchased natural gas for generation of electricity for the purpose of sale (to the extent of such purchase for generation); (c) defendants and their predecessors, affiliates and subsidiaries; (d) the federal government and its agencies; and (e) Reorganized FLI, Inc. (f/k/a Farmland Industries, Inc.).

For purposes of this definition, a “direct purchaser” means an industrial or commercial entity that bought natural gas for its own use or consumption directly from any of the Defendants, or from a seller other than a local distribution company.

In the State of Missouri

All industrial and commercial direct purchasers of natural gas for their own use or consumption during the Relevant Time Period, and which gas was used or consumed by them in Missouri. Excluded from the settlement are (a) entities that purchased natural gas for resale (to the extent of such purchase for resale); (b) entities that purchased natural gas for generation of electricity for the purpose of sale (to the extent of such purchase for generation); (c) defendants and their predecessors, affiliates and subsidiaries; (d) the federal

government and its agencies; and (e) Reorganized FLI, Inc. (f/k/a Farmland Industries, Inc.).

For purposes of this definition, a “direct purchaser” means an industrial or commercial entity that bought natural gas for its own use or consumption directly from any of the Defendants, or from a seller other than a local distribution company.

Who are the Settling Defendants?

The settling defendants are GenOn Energy, Inc. and Reliant Energy Services, Inc. (n/k/a RRI Energy Services, Inc.). However, all Debtors in the *In re GenOn Energy, Inc.* bankruptcy proceedings are included in the mutual release (described below). A complete list of Debtors is set out in the Settlement Agreement available at www.NaturalGasAntitrustSettlement.com.

What do the Settlements provide?

The Settlements create a total settlement fund of \$3,850,000 in cash, plus any interest accrued (the “Settlement Fund”), before deductions for court-approved expenses and attorneys’ fees. Before deductions for attorneys’ fees and expenses, the Settlement Fund is allocated as follows: \$2,425,500 to the Kansas claimants; and \$1,424,500 to the Missouri claimants.

Do you qualify to make a claim?

To qualify to receive settlement funds, you and your purchases must meet the following criteria:

- You must be a commercial or industrial user of natural gas (this includes businesses, manufacturing facilities, warehouses, commercial property, hospitals, universities, schools, etc.) You must have purchased natural gas for your own consumption in Kansas or Missouri (i.e., you burned or otherwise used the natural gas you purchased in one of these states) between January 1, 2000, and October 31, 2002.
- You must have purchased natural gas from a seller other than a local utility, local distribution company, or other entity regulated by one of these states (natural gas purchased from the utility serving your local community, does not qualify).
- You must not fall within one of the exclusions identified in the foregoing definition.

- Note: As long as you bought natural gas from a non-utility seller and meet the other criteria, the purchases qualify even if you used utilities or local distribution companies to transport your natural gas.

What are the consequences of making a claim

If you do not submit a valid claim form, you will not be entitled to receive a share of settlement proceeds. Importantly, the proceedings in the Bankruptcy Court may discharge your claims if you have not previously filed a proof of claim in the Bankruptcy Court (the deadline for which has already passed). If you submit a valid claim to funds from the settlement with GenOn Energy, Inc. and Reliant Energy Services, Inc., you will be subject to the terms of a mutual release based on the following language:

In consideration of the covenants undertaken in the Settlement Agreement, the Debtors, on the one hand, and each Settlement Claimant, on the other hand, each on behalf of themselves and (i) each of their respective current and former, direct and indirect, parent companies, subsidiaries, and affiliates; (ii) the respective assigns, predecessors, successors, and related entities of the entities in subsection (i) hereof; and (iii) all current and former employees, agents, directors, officers, managers, members, stockholders, partners, limited partners, equity holders, professionals, staff, principals, owners, and other representatives of the Parties and of the individuals and entities in subsections (i) and (ii) hereof (collectively, (i) through (iii) are the “Related Parties”), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and having been represented by counsel and having been fully and adequately informed as to the facts, circumstances and consequences of the Settlement Agreement, each hereby irrevocably and unconditionally release, acquit, and forever discharge the other, and all of the other’s respective Related Parties, contractors, and attorneys (all of which and whom are collectively referred to as “Releasees”), with respect to and from, any and all claims, demands, charges, additional costs, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, arbitration, tax assessments, obligations, debts, costs, expenses, attorneys’ fees, damages, judgments, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, indemnities, variances, trespasses, damages, compensation, fines, penalties, losses, orders and liabilities, of whatever kind or nature in law, equity or otherwise, whether now known or unknown, compulsory or permissive, sounding in tort, contract, statutory or regulatory violation or otherwise, suspected or unsuspected, discovered or undiscovered, foreseen or unforeseen, vested or contingent, accrued or unaccrued, liquidated or unliquidated, asserted or unasserted, matured or unmatured, direct or indirect, derivative or subrogated, individual, class, representative, or other capacity, that the Parties and their respective Related Parties now own or hold, or have at any time heretofore owned or held, or may in the future hold against said Releasees, or any of them, arising out of or in any way relating to any of the facts alleged in each of the Kansas and Missouri Actions,

including but not limited to facts alleged in the Kansas Complaint and Missouri Complaint, and the Settlement Agreement, *provided however* that the foregoing release does not, shall not, and is not intended to release any claims, causes of action, or other rights of any Party arising out of or related to any breach of, or to enforce the terms of, the Settlement Agreement.

How do you make a Claim?

If you qualify to make a claim based on the definitions above, you may file a Claim Form to receive a payment from the Settlement Fund. Please also submit any documentation or other evidence proving the seller and volume of gas purchased. Do not include purchases made directly from utilities or local distribution companies.

If you wish to request compensation from the Settlement Fund you **MUST** take action at this time. Please carefully review the specific provisions of the claim forms. **CLAIM FORMS MUST BE POSTMARKED OR SUBMITTED ONLINE NO LATER THAN SEPTEMBER 14, 2018.**

If you fail to submit a timely Claim Form, your claim will be rejected and you will be precluded from any recovery from the Settlement Fund.

If you previously submitted a valid claim in the prior settlements with American Electric Power Company, Inc., Coral Energy Resources, LP, Duke Energy Carolinas, LLC, and Oneok, Inc. in Missouri, you do **not** need to submit a new claims form with the same information previously submitted. Your claims information from those settlements will be deemed submitted, and you will be eligible for compensation from these settlement funds. You are free to submit additional information to further support your claims. Any new information will be considered again in conjunction with your prior claims information.

To access online claim filing or download a Claim Form and Claim Form Instructions to complete and submit by mail, visit the Settlement Website at **www.NaturalGasAntitrustSettlement.com** Then click on the “File a Claim” link to access the online or downloadable Claim Forms. There are separate downloadable Claim Forms and Claim Form Instructions for Kansas or Missouri, depending upon the state in which the natural gas was used or consumed.

How can I get additional information?

The Settlement Agreements and the Court-approved Long Form Notice summarizing the Settlements are available at **www.NaturalGasAntitrustSettlement.com**.

The law firm Polsinelli PC has been authorized to contact you regarding this claims opportunity.

This is a Summary Notice. For more details, call toll free 1-855-234-7131, visit www.NaturalGasAntitrustSettlement.com, or write to Natural Gas Claims Administrator, c/o Dahl Administration, PO Box 3614, Minneapolis, MN 55403-0614.

Please do not contact the Court about this case.