

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

KBC ASSET MANAGEMENT NV, on Behalf  
of Itself and All Others Similarly Situated,

Civil Action No.: 2019-CP-4002522

Plaintiff,

CLASS ACTION

v.

KEVIN MARSH, GREGORY E. ALIFF,  
JAMES A. BENNETT, JOHN F.A.V. CECIL,  
SHARON A. DECKER, D. MAYBANK  
HAGOOD, LYNNE M. MILLER, JAMES W.  
ROQUEMORE, MACEO K. SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants.

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

TERESA PARLER, derivatively on behalf of  
SCANA CORPORATION,

Civil Action No.: 2017-CP-40-06621

Plaintiff,

v.

KEVIN MARSH, GREGORY ALIFF,  
JAMES BENNETT, JOHN CECIL,  
SHARON DECKER, MAYBANK  
HAGOOD, LYNNE MILLER, JAMES  
ROQUEMORE, MACEO SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants,

-and-

SCANA CORPORATION,

Nominal Defendant.

**STIPULATION OF SETTLEMENT**

This Stipulation of Settlement dated November 15, 2021 (“Stipulation” or “Settlement”), is entered into in connection with: (i) the above-captioned action, *KBC Asset Management NV v. Marsh, et al.*, Case No. 2019-CP-4002522 (the “KBC Action”); (ii) the above-captioned action, *Parler v. Marsh, et al.*, Case No. 2017-CP-40-06621 (the “Parler Action”); and (iii) the action titled *In re SCANA Corporation Public Shareholder Litigation*, Lead Case No. 3:18-cv-0505-MBS (D.S.C.) (the “Federal Merger Action,” and collectively, the “Actions”), by and among the plaintiffs therein, KBC Asset Management NV (“KBC”), Teresa Parler (“Parler”), Metzler Asset Management GmbH (“Metzler”), and City of Warren Police and Fire Retirement System (“City of Warren,” and together with KBC, Parler, and Metzler, “Plaintiffs”), and defendants Kevin Marsh, Gregory E. Aliff, James A. Bennett, John F.A.V. Cecil, Sharon A. Decker, D. Maybank Hagood, Lynne M. Miller, James W. Roquemore, Maceo K. Sloan, Alfredo Trujillo, Jimmy Addison, and Stephen Byrne (collectively, “Individual Defendants”), and SCANA Corporation (“SCANA”) (collectively with the Individual Defendants, “Defendants,” and Plaintiffs and Defendants collectively referred to as the “Parties”). Upon and subject to the terms and conditions hereof, the Parties intend this Settlement to be a final and complete resolution of all disputes which were asserted or which could have been asserted between the Parties with respect to the Actions. This Stipulation is subject to the approval of the Court of Common Pleas for the Fifth Judicial District, State of South Carolina, County of Richland (the “Court”). All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them in ¶1 below.

## **I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY**

### **A. The Nuclear Project and the Merger**

On July 31, 2017, SCANA announced that a multi-billion dollar project to build two new nuclear reactors at the Virgil C. Summer Nuclear Generating Station in Fairfield County, South Carolina (the “Nuclear Project”) would be abandoned.

On January 2, 2018, SCANA entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Dominion Energy, Inc. (“Dominion”) and Sedona Corp. (“Merger Sub”). The Merger Agreement provided for a stock-for-stock merger in which SCANA would become a wholly owned subsidiary of Dominion and that SCANA shareholders would receive 0.6690 shares of Dominion common stock for each share of SCANA common stock that they owned (the “Merger”).

On February 14, 2018, Dominion filed with the U.S. Securities and Exchange Commission (the “SEC”) a Form S-4 Registration Statement, which included SCANA’s preliminary proxy statement for the Merger. The registration statement was subsequently amended and declared effective by the SEC on June 8, 2018.

On June 15, 2018, SCANA filed a Schedule 14A Definitive Proxy Statement with the SEC in connection with the Merger, announcing that a special meeting of SCANA shareholders to vote on the Merger would occur on July 31, 2018, at 9:00 a.m.

On July 31, 2018, over two-thirds of SCANA’s shares of common stock issued and outstanding were cast in favor of approval of the Merger.

On January 2, 2019, SCANA and Dominion completed the Merger.

### **B. The *Parler* Action**

On October 30, 2017, R. Wayne Todd, then a shareholder of SCANA, commenced a shareholder derivative action (subsequently known as the *Parler* Action) on behalf of SCANA

against the Individual Defendants in the South Carolina Court of Common Pleas, Richland County, alleging breaches of fiduciary duty.

On December 4, 2017, SCANA and the nine Individual Defendants who were independent outside directors of SCANA (Aliff, Bennett, Cecil, Decker, Hagood, Miller, Roquemoire, Sloan and Trujillo (collectively, the “Director Defendants”)) moved to dismiss the *Parler* Action. On the same day, Marsh, Byrne and Addison each filed separate motions to dismiss the *Parler* Action.

On September 6, 2018, following briefing and oral argument, the court in the *Parler* Action denied Defendants’ motions to dismiss. On September 18, 2018, the court consolidated the *Parler* Action with a shareholder derivative action brought by John Crangle, Case No. 2017-CP-40-5791 (“*Crangle* Action”), and Defendants filed answers to the consolidated complaint on October 8, 2018.

On January 7, 2019, Defendants moved for judgment on the pleadings in light of the completion of the Merger. On February 20, 2019, Plaintiff Crangle filed a stipulation of dismissal without prejudice of his action, leaving only the *Parler* Action remaining.

On May 6, 2019, Parler moved to intervene in the *Parler* Action.

On March 18, 2020, the Court denied Defendants’ motion for judgment on the pleadings and granted Parler’s motion to intervene, whereupon Parler became the named plaintiff in the *Parler* Action and Parler’s complaint in intervention became the operative complaint.

On April 2, 2020, the Individual Defendants filed answers, and SCANA filed a response, to Parler’s complaint.

The parties in the *Parler* Action thereafter engaged in extensive discovery proceedings, during which Defendants produced to Parler several hundred thousand pages of non-public documents regarding the claims and defenses asserted in the *Parler* Action.

Defendants in the *Parler* Action also concurrently sought appellate review of the order denying Defendants' motion for judgment on the pleadings.

On April 16, 2020, Defendants in the *Parler* Action filed a Notice of Appeal, seeking to challenge the trial court's March 18, 2020 denial in the South Carolina Court of Appeals.

On the same day, Defendants also filed a petition for writ of certiorari seeking the South Carolina Supreme Court's review of the trial court's order.

On June 9, 2020, Parler filed a motion in the Court of Appeals to dismiss Defendants' interlocutory appeal, arguing that the court had no appellate jurisdiction over the matter pursuant to S.C. Code Ann. §14-3-330.

On July 29, 2020, the Court of Appeals granted Parler's motion to dismiss Defendants' appeal.

On August 7, 2020, the South Carolina Supreme Court denied Defendants' petition for a writ of certiorari.

On August 12, 2020, Defendants in the *Parler* Action filed a petition for rehearing with the South Carolina Court of Appeals under Rule 221(a).

On October 14, 2020, the South Carolina Court of Appeals denied the Defendants' petition for rehearing.

On November 13, 2020, Defendants in the *Parler* Action filed a petition for a writ of certiorari seeking the South Carolina Supreme Court's review of the South Carolina Court of Appeals' dismissal of Defendants' appeal.

On May 28, 2021, the South Carolina Supreme Court denied Defendants' petition.

**C. The *KBC* Action**

On May 6, 2019, KBC filed the *KBC* Action against the Individual Defendants in the Court, alleging claims for breach of fiduciary duty, gross mismanagement, and unjust enrichment in connection with the Nuclear Project and the Merger.

On May 20, 2019, six of the Individual Defendants (Aliff, Miller, Cecil, Decker, Sloan, and Trujillo) filed a notice of removal of the *KBC* Action to the United States District Court for the District of South Carolina, Columbia Division (the “District Court”).

On June 18, 2019, KBC filed a motion in the District Court to remand the *KBC* Action to this Court.

On January 8, 2020, Senior United States District Judge Margaret B. Seymour remanded the *KBC* Action to this Court.

On February 14, 2020, the Individual Defendants moved to dismiss KBC’s complaint. The motion to dismiss was fully briefed but has not been decided.

**D. The Federal Merger Action**

On January 23, 2018, City of Warren filed a putative class action in the South Carolina Court of Common Pleas, Eleventh Judicial District, Lexington County, alleging breaches of fiduciary duty against Addison and the Director Defendants and aiding and abetting against SCANA, Dominion, and Merger Sub.

On February 7, 2018, Metzler filed a putative class action in the South Carolina Court of Common Pleas, Richland County, similarly alleging breaches of fiduciary duty against the Director Defendants and aiding and abetting against Dominion and Merger Sub.

On February 21, 2018, Dominion and Merger Sub removed City of Warren’s and Metzler’s respective actions to the District Court under the Class Action Fairness Act (“CAFA”). The District Court granted City of Warren and Metzler’s remand motions. Dominion and Merger Sub

pursued an appeal, and on July 26, 2018, the U.S. Court of Appeals for the Fourth Circuit granted full merits briefing. On October 23, 2018, the District Court granted Dominion and Merger Sub's motion to stay pending appeal. On June 28, 2019, the U.S. Court of Appeals for the Fourth Circuit reversed the order granting remand, holding that there was federal jurisdiction under CAFA.

On September 6, 2019, Judge Seymour consolidated the City of Warren and Metzler actions into the Federal Merger Action.

On September 24, 2019, Judge Seymour appointed City of Warren and Metzler as Lead Plaintiffs, Bragar Eagel & Squire, P.C. and Robbins Geller Rudman & Dowd LLP as Lead Counsel, and Chappell Smith & Arden, P.A. and Morton & Gettys, LLC as Liaison Counsel.

On October 15, 2019, City of Warren and Metzler filed the operative complaint against Addison and the Director Defendants (the "Federal Complaint").

On November 14, 2019, Addison and the Director Defendants moved to dismiss the Federal Merger Action.

On April 29, 2020, the District Court held a hearing on Defendants' Motion to Dismiss. The District Court found that City of Warren and Metzler had "stated a plausible claim for relief" and denied Defendants' Motion to Dismiss.

On May 27, 2020, Addison and the Director Defendants filed their Answers to the Federal Complaint.

Also on May 27, 2020, SCANA filed a motion to intervene in the Federal Merger Action, which the District Court denied on August 28, 2020.

On September 4, 2020, SCANA filed a Notice of Appeal regarding the District Court's decision denying its motion to intervene. The appeal is fully briefed, but the Parties have requested that the Fourth Circuit hold the matter in abeyance in light of the Settlement.

On November 13, 2020, City of Warren and Metzler filed a motion for class certification. Defendants took depositions of City of Warren and Metzler on December 15 and 20, 2020, respectively.

On February 22, 2021, after briefing was completed on the motion for class certification, the District Court held a hearing on the motion for class certification and took the matter under advisement. On May 5, 2021, City of Warren and Metzler filed a motion seeking to add Marsh and Byrne as Defendants to the Federal Complaint, which remains pending.

**E. Coordination of the Actions, Discovery, and Settlement Negotiations**

Following the consolidation of the Federal Merger Action, Plaintiffs in the *KBC* Action, the *Parler* Action, and the Federal Merger Action agreed to coordinate their efforts in prosecuting their claims against Defendants.

As part of their coordinated efforts, Plaintiffs state that they served document requests and interrogatories on Defendants (including SCANA), as well as subpoenas to more than a dozen non-parties (including Dominion). In response to Plaintiffs' requests, the Individual Defendants, SCANA, Dominion, and numerous third parties collectively produced more than 700,000 documents totaling more than 6.1 million pages. Plaintiffs also took the depositions of Defendants Gregory E. Aliff and D. Maybank Hagood.

While discovery was underway, the Parties began exploring a possible resolution through settlement of the Actions and, after numerous discussions, agreed to mediate before Hon. Layn R. Phillips (Ret.).

On April 14, 2021, after the Parties submitted mediation briefs, responses, and exhibits addressing the various claims and defenses asserted or likely to be asserted in the *KBC* Action, the *Parler* Action, and the Federal Merger Action, the Parties, through counsel, participated in an all-day mediation (this and related sessions collectively referred to as the "Mediation") concerning a



possible resolution of the Actions. Despite negotiating in good faith, no settlement was reached, and the Parties continued to litigate the Actions. The Parties also continued discussions with Judge Phillips following the mediation to explore the possibility of a settlement.

On June 2, 2021, after the Parties submitted additional mediation briefs, the Parties participated in a second all-day mediation before Judge Phillips.

On June 3, 2021, the Parties reached an agreement in principle to settle the Actions, as detailed herein.

## **II. PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLEMENT**

Plaintiffs believe that the claims asserted in the Actions have merit. However, Plaintiffs and Plaintiffs' Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Actions against the Individual Defendants through completion of fact and expert discovery, summary judgment, trial, and appeals. Plaintiffs and Plaintiffs' Counsel also considered the uncertain outcome and the risk of any litigation, especially in complex actions such as the Actions, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Plaintiffs' Counsel also are mindful of the inherent problems of proof under and possible defenses to the claims asserted or which could have been asserted, including following additional discovery, in the Actions. Plaintiffs and Plaintiffs' Counsel believe that the Settlement set forth in this Stipulation confers substantial benefits upon SCANA and the Class and is in Plaintiffs' and SCANA's best interests.

## **III. INDIVIDUAL DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

Throughout these Actions, Individual Defendants expressly have denied, and continue to deny, that they have committed any act or omission giving rise to any liability for breach of fiduciary duty or any other asserted claim as alleged in the Actions. Specifically, Individual Defendants expressly have denied, and continue to deny, each and all of the claims alleged by

Plaintiffs in the Actions, including, without limitation, any such liability arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Actions. Individual Defendants also have denied, and continue to deny, among other allegations, that Plaintiffs or any Class Member were harmed by the conduct alleged in the Actions or that could have been alleged as part of the Actions, and that Plaintiffs or any Class Member have suffered any damages. In addition, Individual Defendants maintain that they have meritorious defenses to all claims alleged in the Actions.

Nonetheless, Individual Defendants have concluded that further conduct of the Actions could be protracted and expensive. The Individual Defendants have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like the Actions. The Individual Defendants have, therefore, determined that it is desirable and beneficial to them that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

**NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED**, by Plaintiffs KBC, Metzler, and City of Warren (for themselves and on behalf of the Class), Teresa Parler (derivatively on behalf of SCANA), the Individual Defendants, and SCANA that, subject to the approval of the Court and pursuant to Rule 23 of the South Carolina Code of Civil Procedure and the other conditions set forth below, for the good and valuable consideration set forth herein, the Actions against the Individual Defendants shall be finally and fully settled and compromised, with entry of the Judgment as defined below in ¶1.15, and that the Released Plaintiffs' Claims (as defined below) shall be finally and fully compromised, settled, released, and discharged as against the Released Defendant Parties, and that the Released Defendant Parties' Claims shall be finally and fully compromised, settled, released, and discharged as against the Released Plaintiff Parties, in the manner set forth herein.

## 1. Definitions

In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms as used in this Stipulation shall have the meanings specified below:

1.1 “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement to the Class, soliciting claims, administering and distributing the Net Settlement Fund to Settlement Payment Recipients, paying escrow costs and fees, if any, or otherwise administering or carrying out the terms of the Settlement, and all Taxes and/or Tax Expenses.

1.2 “Claims Administrator” means Gilardi & Co. LLC.

1.3 “Class” means, for purposes of this Settlement only, all holders of SCANA common stock, as of January 3, 2018, the date of the announcement of the sale of SCANA to Dominion, through and including July 31, 2018, the date of the shareholder vote on the Merger (“Class Period”). Excluded from the Class are SCANA, Dominion, the Individual Defendants, and any person, firm, trust, corporation, or other entity related to or affiliated with the Individual Defendants. Also excluded from the Class is any Person who validly requests exclusion from the Class.

1.4 “Class Liaison Counsel” means Morton & Gettys, LLC and Chappell Smith & Arden, P.A.

1.5 “Class Member” means a person who falls within the definition of the Class as set forth above in ¶1.3.

1.6 “Defendants” means, collectively, the Individual Defendants and SCANA (as nominal defendant in the *Parler* Action).

1.7 “Derivative Plaintiff’s Counsel” means Chappell Smith & Arden, P.A. and Bragar Eigel & Squire, P.C.

1.8 “Derivative Settlement Amount” means the sum of Thirty-Three Million Dollars (\$33,000,000) in cash, plus interest calculated as set forth in ¶2.1 below.

1.9 “Effective Date” means the first date by which all of the events and conditions specified in ¶6.1 of the Stipulation have occurred or been met.

1.10 “Escrow Account” means the interest-bearing escrow account which is to be maintained by the Escrow Agent and into which the Settlement Amount shall be deposited, pursuant to ¶2.1.

1.11 “Escrow Agent” means Robbins Geller Rudman & Dowd LLP and Bragar Eagel & Squire, P.C., and/or their respective successors.

1.12 “Fee and Expense Award” means an award to Plaintiffs’ Counsel of fees and expenses and any awarded interest thereon to be paid from the Settlement Fund, approved by the Court and in full satisfaction of any and all claims for attorneys’ fees and expenses that have been, could be, or could have been asserted by Plaintiffs’ Counsel.

1.13 “Final” means, with respect to any order of court, including, without limitation, any Judgment, that such order represents a final and binding determination of all issues within its scope and has not been reversed, vacated, or modified in any way and is no longer subject to appellate review, either because of disposition on appeal and conclusion of the appellate process or because of passage, without action, of time for seeking appellate review. An order becomes Final when either: (a) no appeal has been filed and the time has passed for any notice of appeal to be timely filed; or (b) an appeal has been filed and either: (i) the court of appeals has either affirmed the judgment or dismissed that appeal and the time for any reconsideration or further appellate review has passed, or (ii) a higher court has granted further appellate review and that court has either affirmed the underlying judgment or affirmed the court of appeals’ decision affirming the judgment or dismissing the appeal. For purposes of this paragraph, an “appeal” shall include

appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement. Any appeal or other proceeding pertaining to any order concerning the issue of attorneys' fees and expenses, the distribution of the Net Settlement Fund or the procedures for determining recognized claims shall not in any way delay or preclude the Judgment from becoming Final.

1.14 "KBC's Counsel" means Chappell Smith & Arden, P.A., Bragar Eagel & Squire, P.C., and Sturman LLC.

1.15 "Judgment" means the Orders and Final Judgments to be entered in the Actions in all material respects in the form attached as Exhibit B hereto.

1.16 "Net Settlement Fund" means the Settlement Fund as defined herein less any Fee and Expense Award, Administrative Costs, and any awards to Plaintiffs.

1.17 "Notice" has the meaning ascribed to it in ¶3.1.

1.18 "Party" means any one of, and "Parties" means all of, the parties to this Stipulation, namely, the Defendants and Plaintiffs.

1.19 "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, joint venture, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business, legal or other entity, and their spouses, heirs, predecessors, successors, representatives, or assignees.

1.20 "Plaintiffs' Class Counsel" means Robbins Geller Rudman & Dowd LLP and Bragar Eagel & Squire, P.C.

1.21 "Plaintiffs' Counsel" means KBC's Counsel, Derivative Plaintiff's Counsel, Plaintiffs' Class Counsel, and Class Liaison Counsel.

1.22 “Preliminary Approval Order” has the meaning ascribed to it in ¶3.1.

1.23 “Released Defendant Parties” means the Individual Defendants, James Micali, Harold Stowe, SCANA, Dominion, and Merger Sub, individually and collectively, and any and all of their families, parent entities, subsidiaries, joint ventures and joint venturers, related or affiliated entities, controlling or managing persons or entities, associates, investors, affiliates or subsidiaries and each and all of their past, present, or future officers, directors, managing directors, stockholders, employees, attorneys, financial or investment advisors, principals, insurers, excess insurers and reinsurers, consultants, accountants and auditors, investment banks and bankers, commercial banks and bankers, entities providing fairness opinions, brokers, dealers, underwriters, analysts, engineers, advisors or agents, spouses, heirs, executors, assigns, trustees, general or limited partners or partnerships, limited liability companies, members, personal or legal representatives, estates, administrators, and each of their respective predecessors, successors, and assigns, and investment funds that any of the Released Defendant Parties managed or advised and such funds’ respective affiliates, predecessors, and successors, whether or not served with process and whether or not such person appeared or was named as a defendant in any of the Actions.

1.24 “Released Defendant Parties’ Claims” means all claims (including Unknown Claims), demands, losses, rights and causes of action of any nature whatsoever that have been or could be asserted in the Actions, or in any court, tribunal, forum or proceeding, by any Released Defendant Party against any of the Released Plaintiff Parties, which arise out of or are related in any way to the institution, prosecution, settlement or dismissal of the Actions; provided, however, that the Released Defendant Parties’ Claims shall not include (i) claims to enforce this Stipulation; or (ii) claims by the Individual Defendants to enforce any right to indemnification or advancement from SCANA and/or Dominion.

1.25 “Released Plaintiff Parties” means Plaintiffs, Plaintiffs’ Counsel, and all Class Members.

1.26 “Released Plaintiffs’ Claims” means all claims, demands, rights, actions or causes of action, liabilities, debts, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters, and issues of any kind or nature whatsoever, whether known claims or Unknown Claims, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, matured or unmatured, whether based in law or equity, that have been, or could have been, asserted in the Actions or the *Crangle* Action or in any court, tribunal or proceedings (including, but not limited to, any claims arising under federal, state, foreign, or common law relating to alleged breach of any duty, negligence, or disclosure obligations), by or on behalf of SCANA, Dominion, Merger Sub, any Plaintiff or member of the Class, based on, arising out of, or relating to: (a) his, her, or its ownership of SCANA stock during the Class Period and/or the Individual Defendants’ status as an officer, director, or fiduciary of SCANA or Dominion; and (b) which have arisen, could have arisen, arise now, or hereafter arise out of or relate in any manner to the allegations, facts, events, acquisitions, matters, acts, occurrences, statements, representations, misrepresentations, omissions, or other matter, thing or cause whatsoever, or any series thereof, embraced, involved or set forth in, or referred to or otherwise related in any way to: (i) the Merger; (ii) the Nuclear Project; or (iii) the settlement of claims against the Released Defendant Parties. Released Plaintiffs’ Claims do not include any claims to enforce the Settlement, or the claims currently asserted by International Brotherhood of Electrical Workers Local 98 Pension Fund on behalf of itself and a putative class against Deloitte LLP and Deloitte & Touche LLP in *International Brotherhood of Electrical Workers Local 98 Pension Fund v. Deloitte & Touche LLP*, No. 3:19-cv-03304 (D.S.C.) (the “IBEW matter”), or any case consolidated with that action.

1.27 “SCANA” means SCANA Corporation.

1.28 “Settlement” means the settlement and the terms thereof contemplated by this Stipulation.

1.29 “Settlement Amount” means the sum of Sixty-Three Million Dollars (\$63,000,000) in cash, plus interest calculated as set forth in ¶2.1 below, inclusive of the “Derivative Settlement Amount.”

1.30 “Settlement Fund” means the Settlement Amount plus any interest earned as set forth in ¶2.3 below.

1.31 “Settlement Hearing” means the hearing described more fully in ¶3.1 to be held by the Court to determine whether the Settlement should be approved as fair, reasonable, and adequate; whether to enter the Judgment, in substantially the form attached as Exhibit B hereto; and whether to approve the plan of allocation, the Fee and Expense Application (as defined in ¶7.1), and awards to Plaintiffs.

1.32 “Settlement Payment Recipients” means all Class Members who submit a valid Proof of Claim and Release form to the Claims Administrator.

1.33 “Settlement Shares” means the number of shares of freely-tradeable Dominion (D) common stock that equates to at least thirty million (\$30,000,000), as determined in accordance with ¶2 of this Stipulation.

1.34 “Summary Notice” has the meaning ascribed to it in ¶3.1.

1.35 “Unknown Claims” means:

(a) any and all Released Plaintiffs’ Claims which Plaintiffs, SCANA, any SCANA shareholder, Dominion, Merger Sub, or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs’ Claims against the Released Defendant Parties, including (without limitation) claims which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement; and



(b) any and all Released Defendant Parties' Claims which any Defendant or any other Released Defendant Party does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties' Claims against the Released Plaintiff Parties, including (without limitation) claims which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement.

## **2. The Settlement**

### **a. The Settlement Amount**

2.1 In consideration for the full settlement, satisfaction, compromise, and release of the Released Plaintiffs' Claims as to the Released Defendant Parties, no later than twenty-one (21) calendar days after entry of the Preliminary Approval Order, as defined in ¶3.1 herein, the Individual Defendants in the *Parler* Action will cause to be paid to the Escrow Account, through their insurers and not from any other source of funds, on behalf of SCANA, and in settlement of the *Parler* Action, the Derivative Settlement Amount (\$33,000,000), all of which will be used to fund payment of the Settlement Amount in connection with resolution of the *Parler* Action, the *KBC* Action, and the Federal Merger Action. No later than ten (10) calendar days after the date of entry by the Court of the Final Judgment finally approving the Settlement, SCANA will cause Dominion to issue \$30,000,000 in freely-tradable Dominion common stock into the Escrow Account for the benefit of the Class; *provided, however*, that SCANA shall have the option to pay the \$30,000,000 value of the Settlement Shares or any part thereof in cash of the same value at any point prior to the delivery of the Settlement Shares. The value of the Settlement Amount paid in Settlement Shares is called the "Stock Amount."

2.2 Not later than five (5) calendar days after execution of this Stipulation, Plaintiffs' Class Counsel shall provide SCANA's counsel with wire transfer instructions, mailing information, and a properly executed W-9. If the Settlement Amount is not timely paid into the

Escrow Account, Plaintiffs, provided they unanimously agree amongst themselves, shall have the right to terminate the Settlement if a failure to pay the Settlement Amount into the Escrow Account is not cured within five (5) calendar days after providing written notice of termination to counsel for all Defendants.

2.3 Apart from the payment of the Derivative Settlement Amount and the Settlement Amount in accordance with ¶2.1, the Released Defendant Parties shall have no further monetary obligation to Plaintiffs or the Class Members or Plaintiffs' Counsel under this Settlement. All Administrative Costs and any Fee and Expense Award (including any interest thereon), and any and all costs associated with the allocation and distribution of the Net Settlement Fund will be paid solely out of the Settlement Fund by order of the Court, and no Defendant shall have any obligation to pay or bear any amounts, expenses, costs, damages, assessment, or fees to or for the benefit of any Plaintiff, Class Member, or Plaintiffs' Counsel in connection with this Settlement other than the payment of the Settlement Amount.

**b. Issuance and Delivery of Settlement Shares**

2.4 No later than ten (10) calendar days after the date of entry by the Court finally approving the Settlement, and notwithstanding the existence of any timely filed objections to the Settlement, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, SCANA shall cause Dominion to issue and deliver the Settlement Shares to the Escrow Account in accordance with written instructions from Plaintiffs' Class Counsel. The following terms and conditions shall apply to the issuance and delivery of the Settlement Shares:

(a) The number of Settlement Shares that Dominion will issue and deliver to the Escrow Account will be calculated by dividing the Stock Amount by ninety-seven percent (97%) of the average daily closing price of Dominion common stock over the five (5) trading days ending on and including the second trading day immediately preceding the date of delivery of the

Settlement Shares, with any fractional share rounded up to the next whole number of Stock. All Settlement Shares shall be duly and validly issued, fully-paid, non-assessable, free from all liens and encumbrances, and listed on the New York Stock Exchange.

(b) The Settlement Shares will be issued in reliance on Section 3(a)(10) of the Securities Act of 1933, as amended, and in accordance with any applicable state securities laws, rules, or regulations. Dominion may also choose to issue the shares in reliance on an exemption under the Securities Act and register the resale of the Settlement Shares by the Escrow Account under a registration statement on Form S-3.

(c) To ensure that the issuance of the Settlement Shares qualifies for the exemption provided by Section 3(a)(10) of the Securities Act, the Parties and their respective counsel will take all steps necessary to comply with the conditions applicable to issuances under Section 3(a)(10) as articulated in Staff Legal Bulletin No. 3A (Jun. 18, 2008), including: (i) Class Members shall be given adequate notice of the Settlement Hearing; (ii) the Settlement Hearing shall be open to all Class Members; (iii) there shall be no improper impediments to the appearance by any Class Member at the Settlement Hearing; (iv) the Court shall be advised before the Settlement Hearing that Dominion will rely on the Section 3(a)(10) exemption based on the Court's approval of the issuance of the Settlement Shares as part of the consideration provided in exchange for the Settlement and release of the Released Plaintiffs' Claims; (v) the Settlement Hearing shall include consideration of the fairness of the terms and conditions of the issuance of the Settlement Shares in exchange for the Settlement and release of the Released Plaintiffs' Claims against the Released Defendant Parties; and (vi) the order to be entered by the Court shall approve the fairness to the Class Members of the terms and conditions of the issuance of the Settlement Shares in exchange for the Settlement and release of the Released Plaintiffs' Claims against the Released Defendant Parties.

(d) The Settlement Shares will be issued by Dominion in book entry form and be registered in the name of the Escrow Agent.

(e) The Escrow Agent shall sell the Settlement Shares in the open market over a period of time not to exceed ten (10) trading days following the day on which the Escrow Agent first receives the Settlement Shares (it being understood that any day on which the New York Stock Exchange is not open for trading in the Stock shall not constitute a “trading day”). Promptly after completing the sale of the Settlement Shares, the Escrow Agent will notify Dominion in writing of the net proceeds received for the sales of the Settlement Shares (which net proceeds shall equal the gross proceeds from such sales less any associated broker fees preapproved by Dominion). In the event such net proceeds are less than the Stock Amount, either Dominion or SCANA shall promptly pay to the Escrow Agent an amount in cash equal to the deficiency. In the event such net proceeds exceed the Stock Amount, the Escrow Agent shall promptly pay to either Dominion or SCANA, as specified in writing to the Escrow Agent, an amount in cash equal to such excess (“Excess Amount”). In such latter event, Dominion or SCANA shall deposit into the Escrow Account an amount of cash equal to the interest which would have been earned on the Excess Amount had the Excess Amount been deposited into the Escrow Account at the time of the deposit of the Derivative Settlement Amount and accrued interest at the same rate as the Settlement Fund (“Interest on Excess Amount”). Dominion or SCANA shall deposit such Interest on Excess Amount into the Escrow Account within five (5) business days after the Escrow Agent provides SCANA and Dominion with the amount due.

**c. The Escrow Agent**

2.5 The Escrow Agent will invest only the cash in the Settlement Fund deposited pursuant to ¶2.1 only in short term United States Agency or Treasury Securities or other instruments backed by the Full Faith & Credit of the United States Government or an agency

thereof, or fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund, and the Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent, including disbursement or failure of disbursement, payment of fees, costs, expenses or taxes, elections, or any other act, omission or obligation regarding the Settlement Fund, including with respect to the Stipulation or further order(s) of the Court.

2.6 The Escrow Agent shall not disburse the Settlement Fund except as provided by: (i) this Stipulation; (ii) an order of the Court; or (iii) prior written agreement of counsel for all Defendants.

2.7 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation, and/or further order(s) of the Court.

2.8 Subject to further order(s) and/or directions as may be made by the Court, or as provided in the Stipulation, the Escrow Agent is authorized to execute such transactions on behalf of the Class Members as are consistent with the terms of this Stipulation. The Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to, the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

2.9 Prior to the Effective Date, the Escrow Agent may pay from the Settlement Fund, without the approval of Defendants or further order of the Court, Administrative Costs reasonably and actually incurred in connection with providing notice to members of the Class, mailing the Notice and Proof of Claim and Release form and publishing notice (such amount shall include,

without limitation, the actual costs of publication, printing and mailing the Notice, and reimbursement to nominee owners for forwarding notice to their beneficial owners), soliciting Class claims, assisting with the filing of claims, administering and distributing the Net Settlement Fund (defined in ¶1.16) to Authorized Claimants, processing Proof of Claim and Release forms, and paying escrow fees and costs, if any, and the administrative expenses incurred and the fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims. In the event that the Settlement does not become Final, any money paid or incurred or due and owing for the purposes in this ¶2.9, including any related fees, shall not be returned or repaid to the Person(s) or entities who deposited the Settlement Fund into the Escrow Account.

**d. Taxes**

2.10 The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Section, including, if necessary, the “relation-back election” (as defined in Treas. Reg. §1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under §1.468B of the Internal Revenue Code of 1986, as amended (the “Code”). It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

2.11 For the purpose of §1.468B of the Code and the Treasury regulations thereunder, the Escrow Agent shall be designated as the “administrator” of the Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable

with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶2.10 hereof) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.12 hereof.

2.12 All: (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon Defendants or the Released Defendant Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”); and (b) expenses and costs incurred in connection with the operation and implementation of this Section (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section) (“Tax Expenses”), shall be paid out of the Settlement Fund. In no event shall Defendants or the Released Defendant Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Fund shall indemnify and hold each of the Defendants and the Released Defendant Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund by order of the Court without further consent of Defendants, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Settlement Payment Recipients any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas.

Reg. §1.468B-2(l)(2)); neither Defendants nor the Released Defendant Parties are responsible therefor, nor shall they have any liability with respect thereto. The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of ¶¶2.10-2.12.

### **3. Submission of the Settlement to the Court for Approval**

3.1 As soon as practicable after this Stipulation has been executed, the Parties shall jointly apply to the Court for entry of an Order in the form attached hereto as Exhibit A (the “Preliminary Approval Order”), providing for, among other things: (a) preliminary approval of the Settlement of the Actions embodied in the Stipulation; (b) certification of the Class for settlement purposes only; (c) the dissemination of the Notice of Pendency and Proposed Settlement of Actions (the “Notice”), substantially in the form attached hereto as Exhibit A-1, together with a Proof of Claim and Release form, substantially in the form attached hereto as Exhibit A-2; (d) the publication of the Summary Notice of Pendency and Proposed Settlement of Actions (the “Summary Notice”), substantially in the form attached hereto as Exhibit A-3; and (e) the scheduling of the Settlement Hearing to consider: (i) whether the Settlement is fair, reasonable and adequate, and directing consummation pursuant to its terms, (ii) the joint request of the Parties that Judgment be entered in all material respects, substantially in the form attached hereto as Exhibit B, (iii) Plaintiffs’ Counsel’s application for an award of attorneys’ fees and expenses, and awards to Plaintiffs, and (iv) any objections to any of the foregoing. The Parties shall jointly request at the Settlement Hearing that the Judgment be entered, and shall take all reasonable and appropriate steps to obtain final entry of the Judgment in all material respects.

3.2 No later than ten (10) calendar days following the filing of this Stipulation with the Court, Defendants shall serve the notice described in the Class Action Fairness Act, 28 U.S.C. §1715 *et seq.* (“CAFA”). Defendants are solely responsible for the costs of such notice and



administering such notice. At least seven (7) calendar days before the Settlement Hearing, Defendants shall cause to be served on Plaintiffs' Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with CAFA §1715(b). Defendants do not believe, and Plaintiffs do not contend, that such compliance with CAFA §1715(b) is required. Rather, Defendants agree to administer such notice out of an abundance of caution in light of the unique procedural history of the Actions.

3.3 SCANA's counsel shall provide Plaintiffs' Counsel and/or the Claims Administrator the stockholder list and other information at no cost, in an electronically-readable format, that was used as the basis for distributing the consideration paid in the Merger to SCANA's shareholders. This stockholder list and related information shall be used solely to effectuate this Settlement and shall in all events be kept confidential.

#### **4. Releases**

4.1 Upon the Effective Date, SCANA, Dominion, Merger Sub, Plaintiffs (on their own behalf, and in the case of Parler, derivatively on behalf of SCANA) and each and every Class Member, and anyone acting on their behalf, including their heirs, representatives, attorneys, affiliates, executors, trustees, administrators, predecessors, successors, and assigns of each of them, in their capacity as such, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever waived, released, relinquished, and discharged against the Released Defendant Parties all of the Released Plaintiffs' Claims and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any or all of the Released Defendant Parties, whether or not such Class Member executes and delivers a Proof of Claim and Release form, and whether or not such Class Member shares or seeks to share in the Net Settlement Fund.

4.2 Upon the Effective Date, each of the Released Defendant Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Released Plaintiff Parties from the Released Defendant Parties' Claims and shall forever be barred and enjoined from prosecuting any or all of the Released Defendant Parties' Claims against any or all of the Released Plaintiff Parties.

4.3 With respect to any and all Released Plaintiffs' Claims and Released Defendant Parties' Claims, the Parties stipulate and agree that upon the Effective Date, SCANA, Dominion, Merger Sub, the Released Plaintiff Parties (on their own behalf, and in the case of Parler, derivatively on behalf of SCANA) and the Released Defendant Parties shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have expressly, waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

SCANA, Dominion, Merger Sub, Plaintiffs and Defendants acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law to the maximum extent permitted by law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs' Claims and the Released Defendant Parties' Claims, but that it is the intention of Plaintiffs and Defendants, and by operation of law the other Class Members and the Released Defendant Parties, to completely, fully, finally, and forever extinguish any and all Released Plaintiffs' Claims and

Released Defendant Parties' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Defendants acknowledge, and the other Class Members and the Released Defendant Parties by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendant Parties' Claims was separately bargained for and was a key element of the Settlement of which this release is a part.

## **5. Administration and Calculation of Claims, Distribution and Supervision of the Settlement Fund**

5.1 The Claims Administrator, subject to such supervision and direction of Plaintiffs' Counsel or the Court, as may be necessary or as circumstances may require, shall administer and calculate the claims submitted by Class Members and shall oversee distribution of the Net Settlement Fund (defined in ¶1.16) to the Settlement Payment Recipients. The Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the administration, allocation, or distribution of the Settlement Fund or Net Settlement Fund, or the actions or decisions of the Claims Administrator, and shall have no liability to Class Members in connection therewith. The Settlement Fund shall be applied as follows:

- (a) to pay Administrative Costs;
- (b) to pay the Taxes and Tax Expenses described in ¶¶2.10-2.12 above;
- (c) to pay the Fee and Expense Award and awards to Plaintiffs, if and to the extent allowed by the Court; and

(d) to distribute the balance of the Net Settlement Fund to Settlement Payment Recipients as allowed by the Stipulation or the Court.

5.2 Following the Effective Date, the Net Settlement Fund will be disbursed by the Claims Administrator to the Settlement Payment Recipients and will be allocated on a *pro rata* basis among the Settlement Payment Recipients who have submitted to the Claims Administrator a valid Proof of Claim and Release form, signed under penalty of perjury, within ninety (90) days after mailing of the Notice or such other time as may be set by the Court.

5.3 Except as otherwise ordered by the Court, all Class Members who fail to timely submit a valid Proof of Claim and Release form within such period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to this Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of this Stipulation, including the terms of the Judgment and all releases contained herein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Released Defendant Parties with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with respect to the Settlement. Notwithstanding the foregoing, Plaintiffs' Counsel shall have the discretion (but not the obligation) to accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Settlement Payment Recipients is not materially delayed. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, or the Claims Administrator by reason of the decision to exercise such discretion whether to accept late-submitted claims.

5.4 If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net

Settlement Fund cash their distributions, Plaintiffs' Counsel shall, if feasible, reallocate such balance among Settlement Payment Recipients who have cashed their checks in the initial distribution and would receive a distribution of at least \$10.00 on a *pro rata* basis based on the number of shares of SCANA common stock the applicable Settlement Payment Recipient held on July 31, 2018. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer practicable to distribute to Settlement Payment Recipients. Thereafter, at least 50% of any balance which still remains in the Net Settlement Fund shall be distributed to the South Carolina Bar Foundation to support activities and programs that promote access to the civil justice system for low income residents of South Carolina, with any remaining amount to be donated to an appropriate non-sectarian, non-profit organization selected by Plaintiffs' Counsel and approved by the Court.

5.5 No Person shall have any claim against the Released Defendant Parties, Plaintiffs and their counsel, including Plaintiffs' Counsel, any Claims Administrator, or any other Person designated by Plaintiffs' Counsel, based on the distributions made substantially in accordance with this Stipulation and the Settlement contained herein, or further order(s) of the Court.

5.6 It is understood and agreed by the Parties that the distribution of the Net Settlement Fund, including, but not limited to, any adjustments to a claim set forth therein, is not a part of the Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any order or proceeding relating to distribution of the Net Settlement Fund shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's Judgment approving the Stipulation and the Settlement set forth therein, or any other orders entered pursuant to the Stipulation. The time to appeal from approval of the Settlement shall commence upon the Court's entry of the Judgment regardless of whether an allocation plan has been approved.

## 6. Conditions of Settlement

6.1 The Effective Date of the Settlement shall be subject to the following conditions, which the Parties shall use their best efforts to achieve:

(a) the Court enters the Preliminary Approval Order in all material respects in the form attached hereto as Exhibit A;

(b) the Derivative Settlement Amount shall have been paid to SCANA in accordance with ¶2.1;

(c) the Settlement Amount shall have been deposited in the Escrow Account as required by the Stipulation;

(d) the Court has approved the Settlement as to both the *KBC* Action and the *Parler* Action, as described herein, following notice to the Class and a hearing, as prescribed herein;

(e) the Court has entered Judgment in all material respects in the form attached hereto as Exhibit B, or a judgment in a form other than that provided in Exhibit B that is acceptable to all of the Parties;

(f) no Party has exercised its right to terminate the Settlement;

(g) the Judgment has become Final as defined in ¶1.13;

(h) the U.S. District Court for the District of South Carolina has dismissed the Federal Merger Action with prejudice; and

(i) the Parties have complied with their obligations set forth herein in all material respects.

6.2 Upon the Effective Date, any and all remaining interest or right of any Defendant or any Released Defendant Party in or to the Settlement Fund, if any, shall be forever extinguished.

6.3 The Parties shall make their best efforts to ensure that the Federal Merger Action is dismissed with prejudice.

6.4 If all the conditions specified in ¶6.1 are not met, then the Stipulation shall be null and void and of no force and effect subject to ¶¶9.4 and 9.5, unless Plaintiffs' Counsel and counsel for Defendants mutually agree in writing to proceed with the Stipulation.

## **7. Attorneys' Fees and Expenses and Service Awards**

7.1 Plaintiffs' Counsel may apply for an award of attorneys' fees and expenses from the entire Settlement Amount (the "Fee and Expense Application"), including any interest on such attorneys' fees and expenses at the same rate and for the same period of time as earned on the Settlement Amount after it is paid into the Escrow Account, and until such attorneys' fees and expenses are paid to Plaintiffs' Counsel. Plaintiffs' Counsel may also apply for awards for each Plaintiff for their time and effort in prosecuting the Actions. The Parties acknowledge and agree that any Fee and Expense Award, and any awards to Plaintiffs, shall be paid solely from the Settlement Fund.

7.2 Any attorneys' fees and expenses awarded to Plaintiffs' Counsel by the Court shall be paid to Plaintiffs' Counsel immediately upon an order awarding such fees and expenses, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiffs' Counsel's several obligations to make appropriate refunds or repayments to the Settlement Fund plus interest earned at the same rate of the Settlement Fund thereon, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or expense award is lowered or extinguished, or the Settlement fails to become Final for any reason. The procedure for and the allowance or disallowance by the Court of any applications for attorneys' fees and expenses, or for service awards, to be paid out of the Settlement Fund, are not part of the Settlement set forth

in the Stipulation, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement set forth therein.

7.3 Plaintiffs' Counsel shall allocate the Fee and Expense Award among themselves in a manner which they, in good faith, believe reflects the contributions of such counsel to the prosecution and settlement of the Actions.

7.4 The Released Defendant Parties shall have no input into or responsibility or liability regarding the fairness, reasonableness, or adequacy of the Fee and Expense Award or any award for any Plaintiff, or the allocation by Plaintiffs' Counsel of the Fee and Expense Award.

## **8. Stay Pending Court Approval**

8.1 Plaintiffs and Defendants agree that all outstanding discovery and other obligations will be stayed without date and to stay all further proceedings in the Actions and not to initiate any other proceedings other than those incident to the Settlement itself pending the occurrence of the Effective Date or after this Stipulation has been terminated pursuant to its terms.

## **9. Termination of Settlement; Effect of Termination**

9.1 Plaintiffs and Defendants shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so to each other within ten (10) calendar days of: (a) the Court's declining to enter the Preliminary Approval Order in any material respect, substantially in the form attached hereto as Exhibit A; (b) the Court's declining to enter a Judgment in any material respect, substantially in the form attached hereto as Exhibit B; or (c) the Court's entry of the Judgment but on or following appellate review, remand, collateral attack or



other proceedings, the Judgment is modified or reversed in any material respect. Neither a modification nor a reversal on appeal of the amount of the Fee and Expense Award shall be deemed a material modification of the Judgment or this Stipulation.

9.2 In addition to the foregoing, SCANA shall also have the sole option, but not the obligation, to terminate the Settlement and render this Stipulation null and void in the event that the aggregate number of shares of SCANA common stock held by Persons who would otherwise be eligible to participate as Class Members but who timely and validly request exclusion from the Settlement, exceeds the level (the “Opt-Out Threshold”) as set forth in a separate agreement (the “Supplemental Agreement”) executed between Plaintiffs’ Class Counsel and Defendants’ counsel. The Opt-Out Threshold may be disclosed to the Court for purposes of approval of the Settlement set forth in this Stipulation, as may be required by the Court, but such disclosure shall be jointly filed under seal. *See Friedman v. Guthy-Renker, LLC*, No. 2:14-cv-06009-ODW(AGRx), 2016 WL 5402170, at \*3 (C.D. Cal. Sept. 26, 2016).

9.3 The Preliminary Approval Order shall provide that requests for exclusion shall be received by the Claims Administrator no later than twenty-one (21) calendar days prior to the Settlement Hearing. Upon receiving any request for exclusion, Plaintiffs’ Class Counsel or the Claims Administrator shall promptly, and in no case later than fourteen (14) calendar days prior to the Settlement Hearing, notify counsel for all Defendants of such request for exclusion and provide copies of such request for exclusion and any documentation accompanying it by email.

9.4 Notwithstanding anything to the contrary set forth herein, in the event that the Court approves the Stipulation and enters the Judgment, but the Derivative Settlement Amount is not deposited in accordance with the Stipulation and Plaintiffs have not terminated the Stipulation in accordance with ¶2.1, nothing herein shall be construed to limit or prejudice in any way any of Plaintiffs’ rights to seek enforcement of the terms of the Settlement, including specifically, rights

to sue for breach of contract and for specific performance and/or to seek appropriate legal and/or equitable relief from the Court to enforce the Settlement.

9.5 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or be canceled, or shall not become effective for any reason, within ten (10) calendar days after written notification of such event is sent by counsel for Defendants or Plaintiffs' Counsel to the Escrow Agent, the Settlement Fund, less expenses which have either been disbursed pursuant to ¶¶2.9 or 2.10 hereof, or are determined to be chargeable to the Settlement Fund, shall be refunded. The Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, pursuant to written instructions from Defendants' counsel.

9.6 If the Effective Date does not occur, or if this Stipulation is disapproved, canceled or terminated pursuant to its terms, or the Settlement otherwise does not become Final for any reason, then: (a) this Stipulation shall be deemed null and void with the exception of ¶¶6.4, 7.2, 10.6, 10.9 hereto, which shall remain in full force and effect, and the Parties shall be deemed to have reverted to their respective litigation status as of the date and time immediately prior to June 3, 2021, they shall proceed in all respects as if the Stipulation had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Actions shall be preserved without prejudice, and neither the Stipulation, the Exhibits hereto (which include the Supplemental Agreement), nor the settlement negotiations shall be used or referred to in any action or proceeding for any purpose (other than to enforce the terms remaining in effect); and (b) if the Settlement Amount has been paid into the Escrow Account, the Escrow Agent shall return and refund the Settlement Amount (including accrued interest) and all payments disbursed, less Administrative Costs which have been disbursed as provided in ¶2.9.

9.7 If the Court does not enter the Judgment in substantially the form of Exhibit B hereto, or if the Court enters the Judgment and appellate review is sought and, on such review, the Judgment is vacated, modified, or reversed, or if the U.S. District Court for the District of South Carolina does not dismiss the Federal Merger Action with prejudice, then this Stipulation and the Settlement incorporated herein shall be cancelled and terminated, unless all parties who are adversely affected thereby, in their sole discretion within thirty (30) calendar days from the date of the mailing of such ruling to such parties, provide written notice to all other parties hereto of their intent to proceed with the Settlement under the terms of Judgment as modified by the Court or on appeal. Such notice may be provided on behalf of Plaintiffs and the Class Members by Plaintiffs' Counsel. No Party shall have any obligation whatsoever to proceed under any terms other than in the form provided and agreed to herein; provided, however, that no order of the Court concerning any fee and expense application, or any modification or reversal on appeal of such order, shall constitute grounds for cancellation or termination of this Stipulation by any Party.

9.8 If any Party seeks to enforce this Stipulation in any action or by motion practice in this Court, the prevailing party in such action or motion practice shall be entitled to seek an award of attorneys' fees and expenses.

## **10. Miscellaneous Provisions**

10.1 The Settlement compromises claims which are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense.

10.2 All of the Exhibits attached hereto are material and integral parts hereof and shall be incorporated by reference as though fully set forth herein.

10.3 This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by a written instrument signed by all counsel for Plaintiffs and Defendants or their successors-in-interest, and only on unanimous consent of Defendants.

10.4 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

10.5 Plaintiffs, on behalf of themselves and the other Released Plaintiff Parties, and Defendants, on behalf of themselves and the other Released Defendant Parties, agree not to assert, whether or not for attribution, that the Actions were brought or prosecuted by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. Plaintiffs and Defendants represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith by Plaintiffs and Defendants, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel. Defendants and Plaintiffs agree that, during the course of this litigation, the litigants and their respective counsel at all times complied with the requirements of Rule 11 of the South Carolina Code of Civil Procedure. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Actions were brought or defended in bad faith or without a reasonable basis.

10.6 Plaintiffs and Defendants covenant and agree that neither this Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence, or an admission or concession by Plaintiffs or Defendants or their counsel, any Class Member, or any other Released Defendant Party or Released Plaintiff Party, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Actions, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding. This Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Actions, any wrongdoing by Plaintiffs, Defendants, any Class Member, or other Released Defendant Party or Released Plaintiff Party, or any damages or injury to Plaintiffs, Defendants, any Class Member or other Released Defendant Party or Released

Plaintiff Party. Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, the validity of any Released Plaintiffs' Claim or of any wrongdoing or liability of the Released Defendant Parties; or (b) is or may be deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, any fault or omission of any of the Released Defendant Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (c) is or may be deemed to be an admission or evidence that any claims asserted by Plaintiffs or their counsel were not valid in any civil, criminal, or administrative proceeding. The Released Defendant Parties may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.7 The consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of enforcement or implementation of the terms of this Stipulation.

10.8 Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

10.9 To the extent permitted by law, all agreements made and orders entered during the course of the Actions relating to the confidentiality of documents or information shall survive this Stipulation.

10.10 The waiver by any Party of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

10.11 This Stipulation and the Exhibits constitute the entire agreement among the Parties, and supersede any prior agreements among the Parties with respect to the Settlement. No representations, warranties or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties and covenants expressly set forth in such documents. It is understood by the Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Stipulation is entered into may turn out to be other than or different from the facts now known to each Party or believed by such Party to be true; each Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Stipulation shall be in all respects effective and not subject to termination by reason of any such different facts or law.

10.12 This Stipulation may be executed in one or more counterparts, including by facsimile and electronic mail. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.13 The Parties and their respective counsel of record agree that they will use their reasonable best efforts to obtain all necessary approvals of the Court required by this Stipulation (including, but not limited to, using their reasonable best efforts to resolve any objections raised to the Settlement), and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

10.14 Each counsel signing this Stipulation represents and warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her clients.

10.15 This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

10.16 This Stipulation shall bind and inure to the benefit of the current and former parents, subsidiaries, predecessors, successors, partners (limited and general), agents, representatives, successors, heirs, and assigns of the Parties, and shall inure to the benefit of all of the Released Defendant Parties and the Released Plaintiff Parties (including the Class Members).

10.17 This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or Settlement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflicts of law principles. The Parties agree that any dispute arising out of or relating in any way to the Stipulation or the Settlement shall not be litigated or otherwise pursued in any forum or venue other than the Court, and the Parties expressly waive any right to demand a jury trial as to any such dispute.

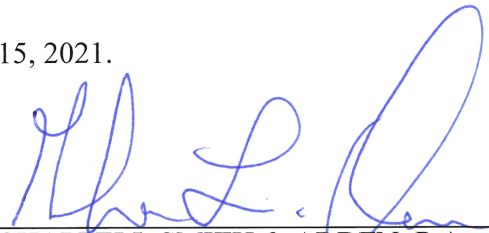
IN WITNESS WHEREOF, the Parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, dated November 15, 2021.

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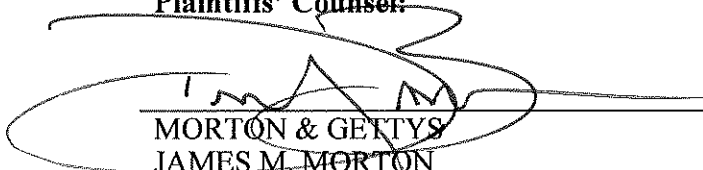


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10.17 This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or Settlement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflicts of law principles. The Parties agree that any dispute arising out of or relating in any way to the Stipulation or the Settlement shall not be litigated or otherwise pursued in any forum or venue other than the Court, and the Parties expressly waive any right to demand a jury trial as to any such dispute.

IN WITNESS WHEREOF, the Parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, dated November 15, 2021.

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*Counsel for Nominal Defendant SCANA  
Corporation*

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

KBC ASSET MANAGEMENT NV, on Behalf  
of Itself and All Others Similarly Situated,

Civil Action No.: 2019-CP-4002522

Plaintiff,

CLASS ACTION

v.

KEVIN MARSH, GREGORY E. ALIFF,  
JAMES A. BENNETT, JOHN F.A.V. CECIL,  
SHARON A. DECKER, D. MAYBANK  
HAGOOD, LYNNE M. MILLER, JAMES W.  
ROQUEMORE, MACEO K. SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants.

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

TERESA PARLER, derivatively on behalf of  
SCANA CORPORATION,

Civil Action No.: 2017-CP-40-06621

Plaintiff,

v.

KEVIN MARSH, GREGORY ALIFF,  
JAMES BENNETT, JOHN CECIL,  
SHARON DECKER, MAYBANK  
HAGOOD, LYNNE MILLER, JAMES  
ROQUEMORE, MACEO SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants,

-and-

SCANA CORPORATION,

Nominal Defendant.

**[PROPOSED] ORDER PRELIMINARILY APPROVING  
SETTLEMENT AND PROVIDING FOR NOTICE**

**EXHIBIT A**

This matter is before the Court on the motion of plaintiffs KBC Asset Management NV (“KBC”) and Teresa Parler (“Parler”), respectively, in the above referenced actions for an order: (1) preliminarily approving the settlement embodied in the Stipulation of Settlement (the “Stipulation” or the “Settlement”) dated November 15, 2021; (2) certifying for settlement purposes a Class consisting of all non-excluded persons who held SCANA common stock as of January 3, 2018, through and including July 31, 2018 (the “Class”); (3) approving the notice plan and notices to the Class; (4) scheduling the date for the fairness hearing on final approval (“Settlement Hearing”); and (5) staying all discovery and pre-trial proceedings in the within actions.

The parties have entered into the Stipulation of Settlement in connection with the proposed resolution of: (i) the above-captioned action, *KBC Asset Management NV v. Marsh, et al.*, Case No. 2019-CP-4002522 (the “KBC Action”); (ii) the above-captioned action, *Parler v. Marsh, et al.*, Case No. 2017-CP-40-06621 (the “Parler Action”); and (iii) the action titled *In re SCANA Corporation Public Shareholder Litigation*, Lead Case No. 3:18-cv-0505-MBS (D.S.C.) (the “Federal Merger Action,” and collectively, the “Actions”), resolving claims by and among the plaintiffs therein, KBC, Parler, Metzler Asset Management GmbH (“Metzler”), and City of Warren Police and Fire Retirement System (“City of Warren,” and together with KBC, Parler, and Metzler, “Plaintiffs”), and defendants Kevin Marsh, Gregory E. Aliff, James A. Bennett, John F.A.V. Cecil, Sharon A. Decker, D. Maybank Hagood, Lynne M. Miller, James W. Roquemore, Maceo K. Sloan, Alfredo Trujillo, Jimmy Addison, and Stephen Byrne (collectively, “Individual Defendants”), and SCANA Corporation (“SCANA”) (collectively with the Individual Defendants, “Defendants,” and Plaintiffs and Defendants collectively referred to as the “Parties”).

The Settlement resolves the *Parler* Action, a shareholder derivative action brought on behalf of SCANA, and the *KBC* Action and the Federal Merger Action, putative class actions



brought on behalf of former SCANA shareholders in connection with the merger between SCANA and Dominion Energy, Inc. (“Dominion”). As detailed in the Stipulation, the Settlement includes a \$33,000,000 cash payment to resolve the *Parler* Action (the “Derivative Settlement Payment”) and issuance by Dominion of \$30,000,000 in freely-tradeable Dominion common stock into the Escrow Account for the benefit of the Class (with SCANA having the option to pay the \$30,000,000, or any part thereof, in cash), leading to the creation of a \$63,000,000 settlement fund (the “Settlement Fund”) partially funded by the Derivative Settlement Payment.

The Settlement requires Court approval under SCRCP 23(a) and 23(b)(1).<sup>1</sup> At this stage, the Parties seek preliminary approval of the Settlement, approval of notice (the “Notice”) to the Class (defined herein), and the scheduling of a date to consider whether to finally approve the Settlement and grant any additional related relief. Having read and considered the Stipulation and exhibits thereto, and Plaintiffs’ motion for preliminary approval and papers filed in support thereof, and finding that substantial and sufficient grounds exist for entering this Order, and the Parties to the Stipulation having consented to the entry of this Order, the Court finds that the requested relief is warranted.

THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2021 that:

1. Capitalized terms used herein have the meanings defined in the Stipulation.
2. The Court has reviewed the Stipulation and preliminarily finds, pursuant to SCRCP 23, that the Settlement is within a range that could be approved by the Court as fair, reasonable, and adequate taking into account that: (1) the Settlement resulted from extensive, arm’s-length negotiations following years of hard-fought litigation; (2) the Settlement has no obvious

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<sup>1</sup> The only actions before this Court are the *Parler* Action and the *KBC* Action. Pursuant to the Stipulation, Plaintiffs will dismiss the Federal Merger Action upon approval of the Settlement.

deficiencies; and (3) the relief obtained for the Class is adequate, taking into account: (i) the immediate benefits provided in the Settlement; (ii) the fact that Defendants deny liability and have asserted numerous defenses to liability; (iii) the effectiveness of the proposed method of distributing relief to the Class; (iv) the costs, risks, and delay of trial and appeal; and (v) the equitable treatment of Class Members relative to each other.

3. Pursuant to SCRCP 23, the Court hereby certifies, for the purposes of Settlement only, a Class consisting of all persons who held SCANA common stock as of January 3, 2018 through and including July 31, 2018 (the “Class”). Excluded from the Class are SCANA, Dominion, the Individual Defendants, and any person, firm, trust, corporation, or other entity related to or affiliated with the Individual Defendants. Also excluded from the Class is any Person who validly requests exclusion from the Class.

4. The Court finds and preliminarily concludes that the prerequisites of class action certification under SCRCP 23(a) have been satisfied for the Class defined herein, in that:

- (a) the members of the Class are so numerous that joinder of all Class Members is impracticable;
- (b) there are questions of law and fact common to the Class Members;
- (c) KBC’s claims are typical of the Class, and KBC is not subject to any atypical defenses; and
- (d) KBC and Plaintiffs’ Class Counsel have fairly and adequately represented and protected the interests of the Class.

5. Pursuant to SCRCP 23, preliminarily and for the purposes of this Settlement only, KBC is certified as the class representative on behalf of the Class (the “Class Representative”), and Plaintiffs’ Class Counsel is hereby appointed as counsel for the Class.

6. Pursuant to SCRCP 23(b)(1), preliminarily and for purposes of this Settlement only, Parler is appointed Lead Plaintiff in the *Parler* Action.

7. A hearing (the “Settlement Hearing”) is hereby scheduled to be held before the Court, either in person or via remote technology at the Court’s discretion, on \_\_\_\_\_, 2022, at \_\_:\_\_\_\_\_.m. for the following purposes:

(a) to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(b) to determine whether the proposed Final Order and Judgment (“Judgment”) as provided under the Stipulation should be entered, and to determine whether all Released Plaintiffs’ Claims as against the Released Defendant Parties and all Released Defendant Parties’ Claims as against the Released Plaintiff Parties shall be settled and released;

(c) to determine whether the Class should be finally certified for purposes of the Settlement only; whether KBC should be finally certified as representative of the Class; and whether Plaintiffs’ Class Counsel should be finally appointed as counsel for the Class;

(d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved by the Court;

(e) to determine whether the terms and conditions of the issuance of the Settlement Shares, which shares are to be issued pursuant to the exemption from registration requirements under Section 3(a)(10) of the Securities Act of 1933, 15 U.S.C. §77c(a)(10), as amended (the “Securities Act”), are fair to all persons and entities to whom the shares will be issued;

(f) to consider Plaintiffs' Counsel's application for an award of attorneys' fees and expenses (which may include an application for an award to Plaintiffs for reimbursement of their reasonable costs and expenses directly related to their representation of the Class and/or the prosecution of the Actions); and

(g) to rule upon such other matters as the Court may deem appropriate.

8. The Court reserves the right to approve the Settlement with or without modification and with or without further notice to the Class of any kind. The Court further reserves the right to enter the Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees or expenses. The Court may also adjourn the Settlement Hearing, decide to hold the hearing telephonically or via video, or modify any of the dates herein, without further individual notice to members of the Class. Any such changes shall be posted on the Settlement website, [www.SCANAMergerLitigation.com](http://www.SCANAMergerLitigation.com).

9. The Court approves the form, substance and requirements of the Notice of Pendency and Proposed Settlement of Actions (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice of Pendency and Proposed Settlement of Actions (the "Summary Notice"), substantially in the forms annexed to the Stipulation as Exhibits A-1, A-2, and A-3, respectively.

10. The Court approves the retention of Gilardi & Co. LLC as the Claims Administrator.

11. Pursuant to the Stipulation, Defendants shall serve the notice described in the Class Action Fairness Act, 28 U.S.C. §1715 *et seq.* ("CAFA") no later than ten (10) calendar days following the filing of the Stipulation with the Court. Defendants are solely responsible for the costs of such notice and administering such notice. No later than seven (7) calendar days before

the Settlement Hearing, Defendants shall cause to be served on Plaintiffs' Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with 28 U.S.C. §1715(b). The Parties do not ask the Court to find, and the Court does not find, that compliance with CAFA §1715(b) is required. Rather, the Court understands that Defendants agree to administer such notice out of an abundance of caution in light of the unique procedural history of the Actions.

12. SCANA's counsel shall provide or cause to be provided to Plaintiffs' Counsel and/or the Claims Administrator, at no cost to Plaintiffs, the Settlement Fund, Plaintiffs' Counsel or the Claims Administrator, within ten (10) calendar days after the Court enters this Order, documentation or data in the possession of SCANA or its present or former transfer agents sufficient to identify to the extent available the recordholders of SCANA common stock as of January 3, 2018, through and including July 31, 2018, and their last known addresses or email addresses or other similar information. The Parties shall determine an appropriate electronic format for provision of this information.

13. The Claims Administrator shall cause the Notice, substantially in the form annexed to the Stipulation as Exhibit A-1, to be mailed or e-mailed within twenty-one (21) calendar days after entry of this Order ("Notice Date"), to all Class Members who can be identified through reasonable investigation.

14. The Claims Administrator shall also cause the Notice and the Proof of Claim to be posted on the case-specific website for this Settlement within twenty-one (21) calendar days after entry of this Order.

15. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons and entities that held SCANA common stock during the Class Period as record owners but not as beneficial owners. Such nominees shall either:

(a) within seven (7) calendar days of receipt of the Notice, request from the Claims Administrator sufficient copies of the Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices from the Claims Administrator forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Notice, provide a list of the names and addresses of all such beneficial owners to the Claims Administrator and the Claims Administrator is ordered to send the Notice promptly to such identified beneficial owners. Nominees shall also provide email addresses for all such beneficial owners to the Claims Administrator, to the extent they are available. Nominees who elect to send the Notice to their beneficial owners shall also send a statement to the Claims Administrator confirming that the mailing was made and shall retain their mailing records for use in connection with any further notices that may be provided in connection with the Settlement. Upon full and timely compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

16. Plaintiffs' Class Counsel shall, at or before the Settlement Hearing, file with the Court proof of mailing of the Notice and posting of the Notice and Proof of Claim on the Settlement website.

17. The Court approves the form of the Summary Notice, and directs that Plaintiffs' Class Counsel shall cause the Summary Notice to be published once in the national edition of *The Wall Street Journal* and once over a national newswire service (e.g., GlobeNewswire, PR Newswire) within ten (10) calendar days after the Notice Date. Plaintiffs' Counsel shall, at or before the Settlement Hearing, file with the Court proof of publication of the Summary Notice.

18. The form and content of the notice program described herein, and the methods set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of SCRCP 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

19. In order to be eligible to receive a distribution from the Net Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Stipulation, each claimant shall take the following actions and be subject to the following conditions:

(a) A properly executed Proof of Claim, substantially in the form annexed to the Stipulation as Exhibit A-2, must be submitted to the Claims Administrator, at the post office box or electronic mailbox indicated in the Notice, postmarked no later than ninety (90) calendar days after the Notice Date. Such deadline may be further extended by Court order or by Plaintiffs' Class Counsel in their discretion. Each Proof of Claim shall be deemed to have been submitted (i) when electronically received via the electronic claims submission process on the Settlement website with the claimant receiving an electronic confirmation of submission; or (ii) when postmarked (if properly addressed and mailed by first-class or overnight mail, postage prepaid). Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice. Any Class Member who does not timely submit a Proof of Claim within the time provided for shall be barred from sharing in the distribution of the Net Settlement Fund, unless otherwise ordered by the Court, but shall remain bound by all determinations and judgments in the Actions concerning the Settlement, as provided by paragraph 18 of this Order.

(b) The Proof of Claim submitted by each claimant must satisfy the following conditions, unless otherwise allowed pursuant to the Stipulation: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the holdings or transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the holding or transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Plaintiffs' Class Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of his authority to act on behalf of the claimant must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) As part of the Proof of Claim, each claimant shall submit to the jurisdiction of the Court with respect to the claim submitted.

20. Any Class Member may enter an appearance in the Actions, at his, her, or its own expense, individually or through counsel of his, her or its own choice. If any Class Member does not enter an appearance, he, she, or it will be represented by Plaintiffs' Class Counsel.

21. Class Members shall be bound by all orders, determinations and judgments in the Actions concerning the Settlement, whether favorable or unfavorable, unless such Persons request exclusion from the Class in a timely and proper manner, as hereinafter provided. A putative Class Member wishing to make such an exclusion request shall mail the request in written form by first-class mail to the address designated in the Notice for such exclusions, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Such request for



exclusion must state the name, address and telephone number of the Person seeking exclusion, must state that the sender requests to be “excluded from the Class in SCANA Merger Litigation, *KBC Asset Management NV v. Marsh*, Case No. 2019-CP-4002522” and must be signed by such Person. Such Persons requesting exclusion are also directed to state the information requested in the Notice, including, but not limited to: the number of shares of SCANA common stock held at any time during the Class Period, and the date(s), price(s), and number of shares of all transactions of SCANA common stock during the Class Period. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

22. Putative Class Members requesting exclusion from the Class shall be excluded from the Class, shall not be a member of the Class, and shall not be eligible to receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

23. The Claims Administrator or Plaintiffs’ Class Counsel shall cause to be provided to Defendants’ counsel copies of all requests for exclusion as expeditiously as possible, but in no event later than five (5) business days of receipt thereof and in any event at least fourteen (14) calendar days before the Settlement Hearing.

24. Any Class Member who or which does not timely and validly request exclusion from the Class in the manner stated in this Order: (a) shall be deemed to have waived his, her, or its right to be excluded from the Class; (b) shall be forever barred from requesting exclusion from the Class in this or any other proceeding; (c) shall be bound by the provisions of the Stipulation and Settlement and all proceedings, determinations, orders, and judgments in the Actions; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs’

Claims against any of the Released Defendant Parties, as more fully described in the Stipulation and Notice.

25. The Court will consider any Class Member's objection to the Settlement, the Plan of Allocation, or the application for an award of attorneys' fees or expenses only if such Class Member has served by hand or by mail his, her, or its written objection and supporting papers, such that they are received on or before twenty-one (21) calendar days before the Settlement Hearing, upon: (i) Plaintiffs' Class Counsel: ROBBINS GELLER RUDMAN & DOWD LLP, Attn: David T. Wissbroecker, 655 West Broadway, Suite 1900, San Diego, CA 92101-8498, and BRAGAR EAGEL & SQUIRE, P.C., Attn: Lawrence P. Eagel, 810 Seventh Avenue, Suite 620, New York, NY 10019; and (ii) Defendants' counsel: MCGUIREWOODS LLP, Attn: Brian E. Pumphrey, 800 East Canal Street, Richmond, VA 23219. Any Class Member who does not make his, her, or its objection in the manner provided for in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to any aspect of the Settlement, to the Plan of Allocation, or to the request for attorneys' fees and expenses, unless otherwise ordered by the Court, but shall otherwise be bound by the Judgment to be entered and the releases to be given, including being barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against each and all of the Released Defendant Parties, as more fully described in the Stipulation and Notice. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, or the application for an award of attorneys' fees and other expenses should indicate in their written objection their intention to appear at the hearing. Persons who intend to object to the Settlement, the Plan of Allocation, or the application for an award of attorneys' fees and expenses and desire to present evidence at the Settlement Hearing must include in their written

objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

26. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

27. Pending final determination of whether the Settlement should be approved, Plaintiffs, all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Released Plaintiffs' Claims against the Released Defendant Parties.

28. As provided in the Stipulation, prior to the Effective Date, Plaintiffs' Class Counsel may pay the Claims Administrator a portion of the reasonable fees and costs associated with giving notice to the Class and the review of claims and administration of the Settlement out of the Settlement Fund not to exceed \$300,000 without further approval from the Defendants and without further order of the Court. Following the Effective Date, Plaintiffs' Class Counsel may pay all of the Claims Administrator's fees and costs associated with giving notice to the Class and administering the Settlement without further approval from the Defendants and without further order of the Court.

29. All papers in support of the Settlement, Plan of Allocation, and Plaintiffs' Counsel's request for an award of attorneys' fees and expenses shall be filed with the Court and served on or before thirty-five (35) calendar days prior to the date set herein for the Settlement Hearing. If reply papers are necessary, they are to be filed with the Court and served no later than seven (7) calendar days prior to the Settlement Hearing.

30. No person who is not a Class Member or Plaintiffs' Counsel shall have any right to any portion of, or to any distribution of, the Net Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Stipulation.

31. All funds held in escrow shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be disbursed pursuant to the Stipulation or further order of the Court.

32. Neither the Defendants nor their counsel shall have any responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted by Plaintiffs' Counsel or Plaintiffs, and such matters shall be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

33. If the Settlement fails to become effective as defined in the Stipulation or is terminated, then both the Stipulation, including any amendment(s) thereof, except as expressly provided in the Stipulation, and this Order shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any actions or proceedings by any person or entity against the Parties, and the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of June 3, 2021.

34. The Court retains exclusive jurisdiction over the Actions to consider all further matters arising out of or connected with the Settlement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

BY THE COURT:

\_\_\_\_\_  
THE HONORABLE J. MARK HAYES

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

KBC ASSET MANAGEMENT NV, on Behalf  
of Itself and All Others Similarly Situated,

Civil Action No.: 2019-CP-4002522

Plaintiff,

CLASS ACTION

v.

KEVIN MARSH, GREGORY E. ALIFF,  
JAMES A. BENNETT, JOHN F.A.V. CECIL,  
SHARON A. DECKER, D. MAYBANK  
HAGOOD, LYNNE M. MILLER, JAMES W.  
ROQUEMORE, MACEO K. SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants.

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

TERESA PARLER, derivatively on behalf of  
SCANA CORPORATION,

Civil Action No.: 2017-CP-40-06621

Plaintiff,

v.

KEVIN MARSH, GREGORY ALIFF,  
JAMES BENNETT, JOHN CECIL,  
SHARON DECKER, MAYBANK  
HAGOOD, LYNNE MILLER, JAMES  
ROQUEMORE, MACEO SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants,

-and-

SCANA CORPORATION,

Nominal Defendant.

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF ACTIONS**

**EXHIBIT A-1**

**If you owned common stock of SCANA Corporation (“SCANA”) continuously from January 3, 2018, through and including July 31, 2018 (the “Class”), you may be entitled to a payment from a class action settlement.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

- The purpose of this Notice is to inform you of the pendency of this class action and other related actions (the “Actions”), the proposed settlement of the Actions (the “Settlement”), and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the “Plan of Allocation”) should be approved; and (iii) Plaintiffs’ Counsel’s application for attorneys’ fees and expenses. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement, wish to object, or wish to be excluded from the Class.<sup>1</sup>
- If approved by the Court, the proposed Settlement will create a \$63,000,000 settlement fund, with \$33,000,000 being paid in cash and \$30,000,000 being paid in cash or shares of freely-tradable Dominion Energy, Inc. (“Dominion”) common stock at the option of SCANA, plus earned interest, for the benefit of eligible Class Members, less any attorneys’ fees and expenses awarded by the Court, Administrative Costs, and Tax Expenses.
- The Settlement resolves claims by Plaintiffs KBC Asset Management NV (“KBC”), Teresa Parler (“Parler”), Metzler Asset Management GmbH (“Metzler”), and City of Warren Police and Fire Retirement System (“City of Warren,” and together with KBC, Parler, and Metzler, “Plaintiffs”), that relate to SCANA’s abandonment of a nuclear power plant construction project (the “Nuclear Project”) and subsequent merger (the “Merger”) with Dominion and have been asserted against Kevin Marsh, Gregory E. Aliff, James A. Bennett, John F.A.V. Cecil, Sharon A. Decker, D. Maybank Hagood, Lynne M. Miller, James W. Roquemore, Maceo K. Sloan, Alfredo Trujillo, Jimmy Addison, and/or Stephen Byrne (collectively, “Individual Defendants”) and also SCANA (collectively with the Individual Defendants, the “Defendants,” and with Plaintiffs, the “Parties”). It releases the Released Defendant Parties (defined below) from liability.

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of the Class, your legal rights will be affected whether or not you act.**

**If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, the Office of the Clerk of the Court, Defendants, Dominion, or their counsel.**

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<sup>1</sup> All capitalized terms not otherwise defined in this Notice shall have the meaning provided in the Stipulation of Settlement, dated November \_\_, 2021 (the “Stipulation”).

All questions should be directed to Plaintiffs' Class Counsel or the Claims Administrator.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT   |  |
|--|--|
| <b>SUBMIT A CLAIM FORM BY _____, 2022</b>  | The <i>only</i> way to be eligible to get a payment. See Question 8 below for details.   |
| <b>EXCLUDE YOURSELF FROM THE CLASS BY _____, 2022</b>  | Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against the Defendants or the other Released Defendant Parties concerning the Released Plaintiffs' Claims. See Question 11 below for details. |
| <b>OBJECT BY _____, 2022</b>   | Write to the Court about why you do not like the Settlement, the Plan of Allocation, or the Fee and Expense Application. If you object, you will still be a member of the Class. See Question 15 below for details.  |
| <b>GO TO A HEARING ON _____, 2022, AND FILE A NOTICE OF INTENTION TO APPEAR BY _____, 2022</b> | Ask to speak in Court at the Settlement Hearing about the Settlement. See Question 19 below for details.   |
| <b>DO NOTHING</b>  | Get no payment AND give up your rights to bring your own individual action.  |

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all Class Members who timely submit valid Proof of Claim and Release forms ("Proof of Claim"), if the Court approves the Settlement and after any appeals are resolved. Please be patient.

### SUMMARY OF THE NOTICE

#### Statement of the Class's Recovery

1. The Actions include three different lawsuits: (i) the above-captioned action, *KBC Asset Management NV v. Marsh*, Case No. 2019-CP-4002522 (the "*KBC Action*"); (ii) the above-captioned action, *Parler v. Marsh*, Case No. 2017-CP-40-06621 (the "*Parler Action*"); and (iii) the action titled *In re SCANA Corporation Public Shareholder Litigation*, Lead Case No. 3:18-cv-0505-MBS (D.S.C.) (the "*Federal Merger Action*," and collectively, the "*Actions*"). The *Parler Action* is a shareholder derivative action brought on SCANA's behalf in connection with the Nuclear Project, and the *KBC Action* and the *Federal Merger Action* are both putative class actions brought on behalf of former SCANA shareholders in connection with the Merger. Subject to Court approval, Plaintiffs, on behalf of the Class, have agreed to settle the Actions in exchange for a total

payment of \$63,000,000 (the “Settlement Amount”) (which includes a payment of \$33,000,000 to resolve the *Parler* Action (the “Derivative Settlement Amount”)), which will be deposited into an Escrow Account and may earn interest (the “Settlement Fund”). The Settlement Amount is inclusive of \$30,000,000 being paid in cash or freely-tradable Dominion common stock at SCANA’s option. The Net Settlement Fund (as defined below) will be distributed to Class Members according to the Court-approved plan of allocation (the “Plan of Allocation”). The proposed Plan of Allocation is set forth on pages \_ \_ below.

### **Estimate of Recovery**

2. An individual Class Member’s actual recovery will depend on: (i) the total number of claims submitted; (ii) the amount of the Net Settlement Fund; and (iii) how many shares of SCANA common stock the Class Member held throughout the Class Period. See the Plan of Allocation beginning on page \_ for information on the calculation of the value of an approved claim.

### **Statement of Potential Outcomes if the Actions Continue to Be Litigated**

3. The Parties disagree about both liability and damages and do not agree on the damages that would be recoverable if Plaintiffs were to prevail on any of the claims asserted against the Defendants in the various Actions. Among other things, the Parties disagree on (i) whether the plaintiff in the *Parler* Action has standing to maintain her suit in light of the 2019 Merger between SCANA and Dominion, (ii) whether Defendants breached their fiduciary duties or engaged in any other actionable misconduct in connection with the Nuclear Project or the Merger, (iii) whether SCANA suffered any harm as a result of the misconduct alleged in the *Parler* Action, (iv) whether Plaintiffs and the Class suffered any harm as a result of Defendants’ alleged fiduciary duty breaches in connection with the Merger, and (v) whether Defendants’ alleged misconduct was the proximate cause of any respective losses suffered by SCANA and the Class.

4. The Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Actions, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that SCANA, Plaintiffs, and the Class have suffered any loss attributable to the Defendants’ actions or omissions. While Plaintiffs believe the claims are meritorious, Plaintiffs recognize that there are significant obstacles in the way to recovery. In particular, Plaintiffs recognize that actions involving business decisions (including as related to the Nuclear Project and Merger) are inherently complex, difficult, and costly. The Parties all recognize that litigation is inherently unpredictable, so further litigation could result in a better or worse outcome for SCANA, and a final resolution through continued litigation could take years. The Settlement, however, provides a certain and immediate benefit.

### **Statement of Attorneys’ Fees and Expenses Sought**

5. Plaintiffs’ Counsel will apply to the Court for an award of attorneys’ fees from the Settlement Fund in an amount not to exceed one-third (33 and 1/3%) of the Settlement Fund, which includes any accrued interest. Plaintiffs’ Counsel will also apply for payment of litigation expenses they have incurred in prosecuting the Actions in an amount not to exceed \$300,000, plus accrued interest, which will also be paid from the Settlement Fund. A copy of the Fee and Expense



Application will be posted on [www.SCANAMergerLitigation.com](http://www.SCANAMergerLitigation.com) after it has been filed with the Court.

### **Reasons for the Settlement**

6. For Plaintiffs, the principal reason for the Settlement is the guaranteed near-term cash benefit. This benefit must be compared to the uncertainty of being able to prove the allegations in the Actions; the risk that the Court may grant some or all of the anticipated substantive motions to be filed by the Defendants; the risks of litigation, especially in complex actions like this; as well as the difficulties, delays, and expense inherent in such litigation (including any trial and appeals). For the Defendants, who deny that they have committed any act or omission giving rise to liability under applicable law and deny that SCANA or the Class Members were damaged, the principal reasons for entering into the Settlement are to end the burden, expense, uncertainty, and risk of further litigation.

### **Identification of Attorneys' Representatives**

7. Plaintiffs and the Class are represented by Plaintiffs' Class Counsel (which is Robbins Geller Rudman & Dowd LLP and Bragar Egel & Squire, P.C.) and Class Liaison Counsel (which is Morton & Gettys, LLC and Chappell Smith & Arden, P.A.). You may communicate with Plaintiffs' Class Counsel by contacting Robbins Geller Rudman & Dowd LLP, Attn: David T. Wissbroecker, 655 West Broadway, Suite 1900, San Diego, CA 92101, (800) 449-4900, and/or Bragar Egel & Squire, P.C., Attn: Lawrence P. Egel, 810 Seventh Avenue, Suite 620, New York, NY 10019, (212) 308-5888.

8. Further information regarding the Actions, the Settlement, and this Notice may be obtained by contacting the Claims Administrator, Gilardi & Co. LLC, at the address below, or Plaintiffs' Class Counsel, or visiting the Settlement website at [www.SCANAMergerLitigation.com](http://www.SCANAMergerLitigation.com).

*SCANA Merger Litigation*  
Gilardi & Co. LLC  
P.O. Box 43349  
Providence RI 02940-3349  
(866) 748-5166

**Please Do Not Call the Court with Questions About the Settlement**

**[END OF COVER PAGE]**

## BASIC INFORMATION

### 1. Why did I get this Notice?

9. You or someone in your family, or an investment account for which you serve as a custodian, might have held shares of common stock of SCANA from January 3, 2018, through and including July 31, 2018 (the “Class Period”), and might be a Class Member. This Notice explains the Actions, the Settlement, Class Members’ legal rights, what benefits are available, who is eligible for them, and how to get them. Receipt of this Notice does not necessarily mean that you are a Class Member or that you will be entitled to receive a payment. **If you wish to be eligible for a payment, you must submit the Proof of Claim form that is being distributed with this Notice. See Question 8 below.**

10. The Court directed that this Notice be sent to Class Members to inform them of the terms of the proposed Settlement and about all their options, before the Court decides whether to approve the Settlement at the upcoming hearing to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and Plaintiffs’ Counsel’s Fee and Expense Application (the “Settlement Hearing”). The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Actions, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to authorized individuals will be made after the completion of all claims processing and any appeals are resolved. Please be patient, as this process can take some time to complete.

11. The Court which will be ruling on the Settlement is the South Carolina Court of Common Pleas for the Fifth Judicial Circuit, and the case is known as *KBC Asset Management NV v. Marsh*, Case No. 2019-CP-4002522 (the “*KBC Action*”), which relates to the Merger between SCANA and Dominion. Other related cases include *Parler v. Marsh*, Case No. 2017-CP-40-06621 (the “*Parler Action*”), a shareholder derivative action relating to the Nuclear Project, and *In re SCANA Corporation Public Shareholder Litigation*, Lead Case No. 3:18-cv-0505-MBS (D.S.C.) (the “*Federal Merger Action*”), which also relates to the Merger. The Honorable J. Mark Hayes is the judge in the *KBC Action* and the *Parler Action*, while the Honorable Margaret B. Seymour is the judge in the *Federal Merger Action*.

### 2. What are the actions about and what has happened so far?

12. SCANA was a publicly-traded corporation that owned South Carolina Electric & Gas Company (“SCE&G”). SCE&G is a regulated electric and natural gas public utility that served customers in the southeastern United States.

13. On July 31, 2017, SCANA announced that a multi-billion dollar project to build two new nuclear reactors at the Virgil C. Summer Nuclear Generating Station in Fairfield County, South Carolina would be abandoned.

14. On October 30, 2017, R. Wayne Todd, then a shareholder of SCANA, commenced a shareholder derivative action (subsequently known as the *Parler Action* following a later substitution of the named plaintiff) on behalf of SCANA against the Individual Defendants in the

South Carolina Court of Common Pleas, Richland County, alleging breaches of fiduciary duty in connection with the Nuclear Project. The *Parler* Action was litigated through a motion to dismiss, a motion for judgment on the pleadings, and numerous appeals.

15. On December 4, 2017, SCANA and the nine Individual Defendants who were independent outside directors of SCANA (Aliff, Bennett, Cecil, Decker, Hagood, Miller, Roquemore, Sloan and Trujillo (collectively, the “Director Defendants”)) moved to dismiss the *Parler* Action. On the same day, Marsh, Byrne and Addison each filed separate motions to dismiss the *Parler* Action.

16. On January 2, 2018, SCANA entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Dominion and Sedona Corp. (“Merger Sub”). The Merger Agreement provided for a stock-for-stock Merger in which SCANA would become a wholly owned subsidiary of Dominion and that SCANA shareholders would receive 0.6690 shares of Dominion common stock for each share of SCANA common stock that they owned.

17. On June 15, 2018, SCANA filed a Schedule 14A Definitive Proxy Statement with the U.S. Securities and Exchange Commission in connection with the Merger, announcing that a special meeting of SCANA shareholders to vote on the Merger would occur on July 31, 2018, at 9:00 a.m.

18. On July 31, 2018, SCANA’s shareholders approved the Merger by a vote of over two-thirds of SCANA’s shares of common stock issued and outstanding.

19. On January 2, 2019, SCANA and Dominion completed the Merger.

20. In the wake of the announcement and/or completion of the Merger, KBC, City of Warren, and Metzler filed separate lawsuits in state and federal court alleging, among other things, that the Individual Defendants breached their fiduciary duties in connection with the Merger by agreeing to inadequate consideration following a flawed and conflict-driven process and by misrepresenting or omitting material information in the proxy statement distributed to SCANA shareholders prior to the vote on the Merger.

21. On January 7, 2019, Defendants moved for judgment on the pleadings in the *Parler* Action in light of the completion of the Merger.

22. In October of 2019, following consolidation of the Merger-related actions pending in federal court, Plaintiffs City of Warren and Metzler filed the operative complaint regarding the Merger (the “Federal Complaint”).

23. On November 14, 2019, the defendants in the Federal Merger Action filed a motion to dismiss the Federal Complaint, which Judge Seymour denied on April 29, 2020.

24. On March 18, 2020, the Court denied Defendants’ motion for judgment on the pleadings and granted Parler’s motion to intervene, whereupon Parler became the named plaintiff in the *Parler* Action and Parler’s complaint in intervention became the operative complaint.

25. On April 2, 2020, the Individual Defendants filed answers, and SCANA filed a response, to Parler's complaint.

26. The parties in the *Parler* Action thereafter engaged in extensive discovery proceedings, during which Defendants produced to Parler several hundred thousand pages of non-public documents regarding the claims and defenses asserted in the *Parler* Action.

27. Defendants in the *Parler* Action also concurrently sought appellate review of the order denying Defendants' motion for judgment on the pleadings.

28. On April 16, 2020, Defendants in the *Parler* Action filed a Notice of Appeal, seeking to challenge the trial court's March 18, 2020 denial in the South Carolina Court of Appeals.

29. On the same day, Defendants also filed a petition for writ of certiorari seeking the South Carolina Supreme Court's review of the trial court's order.

30. On May 27, 2020, Addison and the Director Defendants filed their Answers to the Federal Complaint, denying any wrongdoing and liability for the claims asserted in the Federal Merger Action.

31. Also on May 27, 2020, SCANA filed a motion to intervene in the Federal Merger Action, which Judge Seymour denied on August 28, 2020. On September 4, 2020, SCANA filed a Notice of Appeal regarding the District Court's decision denying its motion to intervene. The appeal is fully briefed, but the Parties have requested that the Fourth Circuit hold the matter in abeyance in light of the Settlement.

32. On November 13, 2020, City of Warren and Metzler filed a motion for class certification. Defendants took depositions of City of Warren and Metzler on December 15 and 20, 2020, respectively. On February 22, 2021, after briefing was completed on the motion for class certification, the District Court held a hearing on the motion for class certification and took the matter under advisement.

33. On May 5, 2021, City of Warren and Metzler filed a motion seeking to add Marsh and Byrne as Defendants to the Federal Complaint, which remains pending.

34. Following the consolidation of the Federal Merger Action, Plaintiffs in the *KBC* Action, the *Parler* Action, and the Federal Merger Action agreed to coordinate their efforts in prosecuting their claims against Defendants.

35. As part of their coordinated efforts, Plaintiffs state that they served document requests and interrogatories on Defendants (including SCANA), as well as subpoenas to more than a dozen non-parties (including Dominion). In response to Plaintiffs' requests, the Individual Defendants, SCANA, Dominion, and numerous third parties collectively produced more than 700,000 documents totaling more than 6.1 million pages. Plaintiffs also took the depositions of Defendants Gregory E. Aliff and D. Maybank Hagood.

36. While discovery was underway, the Parties began exploring a possible resolution through settlement of the Actions and, after numerous discussions, agreed to mediate before Hon. Layn R. Phillips (Ret.).

37. On April 14, 2021, after the Parties submitted mediation briefs, responses, and exhibits addressing the various claims and defenses asserted or likely to be asserted in the *KBC* Action, the *Parler* Action, and the Federal Merger Action, the Parties, through counsel, participated in an all-day mediation (this and related sessions collectively referred to as the “Mediation”) concerning a possible resolution of the Actions. Despite negotiating in good faith, no settlement was reached, and the Parties continued to litigate the Actions. The Parties also continued discussions with Judge Phillips following the mediation to explore the possibility of a settlement.

38. On June 2, 2021, after the Parties submitted additional mediation briefs, the Parties participated in a second all-day mediation before Judge Phillips.

39. On June 3, 2021, the Parties reached an agreement in principle to settle the Actions, as detailed herein.

### **3. Why is this a class action?**

40. In a class action, one or more persons or entities (in this case, Plaintiffs KBC, City of Warren, and Metzler), sue on behalf of people and entities who or which have similar claims (in this case, related to the Nuclear Project and Merger). Together, these people and entities are a “class,” and each is a “class member.” Bringing a case as a class action allows the adjudication of many similar claims of persons and entities who or which might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt-out,” from the class.

### **4. What are the reasons for the Settlement?**

41. No court has finally decided in favor of Plaintiffs or Defendants in any of the Actions (*i.e.*, the *Parler* Action, the *KBC* Action, and the Federal Merger Action). And in each of the Actions, the Parties disagree on many things and, absent settlement, would continue to argue their respective positions. However, the Parties have all agreed to a settlement that will end the Actions. Plaintiffs and Plaintiffs’ Counsel believe that the claims asserted in their respective Actions have merit, but they also recognize the risk of further litigation, expense that would be incurred through further litigation, and the delay inevitable in waiting for trial and possible appeals for any final resolution. In light of the Settlement and the guaranteed cash recovery to the Class, Plaintiffs and Plaintiffs’ Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of SCANA and the Class.

42. The Defendants have denied and continue to deny any allegations of wrongdoing contained in the Actions and further deny that they did anything wrong, that Plaintiffs or the Class suffered damages in connection with the Merger or that SCANA suffered any cognizable harm in connection with the Nuclear Project. The Settlement should not be seen as an admission or concession on the part of the Defendants. The Defendants have considered the burden, expense,

uncertainty, distraction, and risks inherent in any litigation and have concluded that it is desirable to settle upon the terms and conditions set forth in the Stipulation of Settlement dated \_\_, 2021 (“Stipulation”).

**5. How do I know if I am part of the Class?**

43. Everyone who fits the following description is a Class Member and subject to the Settlement unless they are an excluded person (*see* Question 6 below) or take steps to exclude themselves from the Class (*see* Question 11 below): **all holders of SCANA common stock continuously between January 3, 2018, through and including July 31, 2018.**

44. Receipt of this Notice does not mean that you are a Class Member. The Parties do not have access to your records concerning your holdings or transactions in SCANA common stock. Please check your records or contact your broker to see if you are a member of the Class. If one of your mutual funds purchased SCANA common stock during the Class Period, that alone does not make you a Class Member. You are a Class Member only if you individually purchased or otherwise acquired publicly traded common stock of SCANA during the Class Period. If you are a Class Member and you wish to be eligible to receive a payment from the settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and any required supporting documentation as set forth herein no later than \_\_, 2022.

**6. Are there exceptions to the definition of the Class and to being included?**

45. Yes. There are some individuals and entities who or which are excluded from the Class by definition. Excluded from the Class are SCANA, Dominion, the Individual Defendants, and any person, firm, trust, corporation, or other entity related to or affiliated with the Individual Defendants.

46. If you sold, or otherwise disposed of all, of your SCANA common stock prior to July 31, 2018, you are not a member of the Class because you were not damaged.

47. Also excluded from the Class will be any Person who or which timely and validly seeks exclusion from the Class in accordance with the procedures described in Question 11 below or whose request is otherwise allowed by the Court.

**THE SETTLEMENT BENEFITS**

**7. What does the Settlement provide?**

48. In exchange for the Settlement and the release of the Released Plaintiffs’ Claims against the Released Defendant Parties, the Defendants have agreed to create a Settlement Fund totaling \$63,000,000, consisting of: (i) a cash payment of \$33,000,000 payable at the direction of SCANA in resolution of the derivative claims asserted in the *Parler* Action, all of which will be used to partially fund the Settlement Fund, and (ii) \$30,000,000 paid in cash or shares of freely-tradable Dominion common stock at the option of SCANA. The Settlement Fund may accrue interest, and will be distributed, after deduction of Court-awarded attorneys’ fees and litigation expenses, Administrative Costs, Taxes, and any other fees or expenses approved by the Court (the



“Net Settlement Fund”), among all Class Members who submit valid Proof of Claim forms and are found to be eligible to receive a distribution from the Net Settlement Fund (“Settlement Payment Recipients”).

#### **8. How can I receive a payment?**

49. To qualify for a payment, you must submit a timely and valid Proof of Claim form. A Proof of Claim form is included with this Notice. You can also obtain a Proof of Claim form from the website dedicated to the Settlement: [www.SCANAMergerLitigation.com](http://www.SCANAMergerLitigation.com). You can request that a Proof of Claim form be mailed to you by calling the Claims Administrator toll-free at (866) 748-5166. Please read the instructions contained in the Proof of Claim form carefully, fill out the Proof of Claim form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or submitted online no later than** \_\_\_\_\_, **2022**.

#### **9. When will I receive my payment?**

50. The Court will hold a Settlement Hearing on \_\_\_\_\_, **2022** to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Proof of Claim forms to be accurately reviewed and processed. Please be patient.

#### **10. What am I giving up to receive a payment or stay in the Class?**

51. If you are a member of the Class, unless you exclude yourself, you will remain in the Class, and that means that, upon the “Effective Date” of the Settlement (defined below), you will release all “Released Plaintiffs’ Claims” against the “Released Defendant Parties.” Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the Released Plaintiffs’ Claims. It also means that all of the Court’s Orders will apply to you and legally bind you and you will release your claims against the Defendants.

(a) **“Released Plaintiffs’ Claims”** means all claims, demands, rights, actions or causes of action, liabilities, debts, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters, and issues of any kind or nature whatsoever, whether known claims or Unknown Claims, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, matured or unmatured, whether based in law or equity, that have been, or could have been, asserted in the Actions in any court, tribunal or proceedings (including, but not limited to, any claims arising under federal, state, foreign, or common law relating to alleged breach of any duty, negligence, or disclosure obligations), by or on behalf of SCANA, Dominion, Merger Sub, any Plaintiff or member of the Class, based on, arising out of, or relating to: (a) his, her, or its ownership of SCANA stock during the Class Period and/or the Individual Defendants’ status as an officer, director, or fiduciary of SCANA or Dominion; and (b) which have arisen, could have arisen, arise now, or hereafter arise out of or relate in any manner to the allegations, facts, events, acquisitions, matters, acts, occurrences, statements, representations, misrepresentations, omissions, or other matter, thing or cause whatsoever, or any series thereof, embraced, involved or set forth in, or referred to or otherwise related in any way to: (i) the Merger; (ii) the Nuclear Project; or (iii) the settlement of claims against the Released Defendant Parties. Released

Plaintiffs' Claims do not include any claims to enforce the Settlement or the claims currently asserted by International Brotherhood of Electrical Workers Local 98 Pension Fund on behalf of itself and a putative class against Deloitte LLP and Deloitte & Touche LLP in *International Brotherhood of Electrical Workers Local 98 Pension Fund v. Deloitte & Touche LLP*, No. 3:19-cv-03304 (D.S.C.) (the "IBEW matter), or any case consolidated with that action.

(b) **"Released Defendant Parties"** means: the Individual Defendants, James Micali, Harold Stowe, SCANA, Dominion, and Merger Sub, individually and collectively, and any and all of their families, parent entities, subsidiaries, joint ventures and joint venturers, related or affiliated entities, controlling or managing persons or entities, associates, investors, affiliates or subsidiaries and each and all of their past, present, or future officers, directors, managing directors, stockholders, employees, attorneys, financial or investment advisors, principals, insurers, excess insurers and reinsurers, consultants, accountants and auditors, investment banks and bankers, commercial banks and bankers, entities providing fairness opinions, brokers, dealers, underwriters, analysts, engineers, advisors or agents, spouses, heirs, executors, assigns, trustees, general or limited partners or partnerships, limited liability companies, members, personal or legal representatives, estates, administrators, and each of their respective predecessors, successors, and assigns, and investment funds that any of the Released Defendant Parties managed or advised and such funds' respective affiliates, predecessors, and successors, whether or not served with process and whether or not such person appeared or was named as a defendant in any of the Actions.

(c) **"Unknown Claims"** means: (a) any and all Released Plaintiffs' Claims which Plaintiffs, SCANA, any SCANA shareholder, Dominion, Merger Sub, or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs' Claims against the Released Defendant Parties, including (without limitation) claims which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement; and (b) any and all Released Defendant Parties' Claims which any Defendant or any other Released Defendant Party does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties' Claims against the Released Plaintiff Parties, including (without limitation) claims which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement.

52. The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal. If you remain a member of the Class, all of the Court's orders, whether favorable or unfavorable, will apply to you and legally bind you. Upon the Effective Date, the Defendants will also provide a release of any claims against the Released Plaintiff Parties and the Class arising out of or related to the institution, prosecution, or settlement of the claims in the Actions.

### EXCLUDING YOURSELF FROM THE CLASS

53. If you do not want to be eligible to receive a payment from the Settlement but you want to keep any right you may have to sue or continue to sue the Released Defendant Parties on your own about the Released Plaintiffs' Claims, then you must take steps to remove yourself from the Class. This is called excluding yourself or "opting out." **Please note: if you bring your own claims, Defendants will have the right to seek their dismissal, including because the suit is not filed within the applicable time periods required for filing suit. Also, SCANA may**



terminate the Settlement if Class Members who held more than a certain amount of shares of SCANA common stock seek exclusion from the Class.

**11. How do I exclude myself from the Class?**

54. To exclude yourself from the Class, you must mail a signed letter stating that you “request to be excluded from the Class in SCANA Merger Litigation, *KBC Asset Management NV v. Marsh*, Case No. 2019-CP-4002522.” You cannot exclude yourself by telephone or e-mail. Each request for exclusion must be signed and also state the following information: (i) the name, address, and telephone number of the person or entity requesting exclusion, and (ii) the number of shares of SCANA common stock held at any time during the Class Period, and the date(s), price(s), and number of shares of all transactions of SCANA common stock during the Class Period. A request for exclusion must be mailed, so that it is **received no later than \_\_\_\_\_, 2022**, to:

*SCANA Merger Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
EXCLUSIONS  
P.O. Box 43349  
Providence, RI 02940-3349

**Your exclusion request must comply with these requirements in order to be valid, unless it is otherwise accepted by the Court.**

55. If you ask to be excluded, do not submit a Proof of Claim form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Class Member. However, if you submit a valid exclusion request, you will not be legally bound by anything that happens in the Actions, and you may be able to sue (or continue to sue) the Defendants and the other Released Defendant Parties in the future, assuming your claims are timely. If you have a pending lawsuit against any of the Released Defendant Parties, **please speak to your lawyer in the case immediately.**

**12. If I do not exclude myself, can I sue the Defendants and the other Released Defendant Parties for the same thing later?**

56. No. Unless you properly exclude yourself, you will give up any rights to sue the Defendants and the other Released Defendant Parties for any and all Released Plaintiffs’ Claims.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**

57. Plaintiffs’ Class Counsel include Robbins Geller Rudman & Dowd LLP and Bragar Eagel & Squire, P.C., and they have been working with Morton & Gettys, LLC and Chappell Smith & Arden, P.A. as Class Liaison Counsel, as well as Sturman LLC (collectively, “Plaintiffs’ Counsel”). Together, Plaintiffs’ Counsel have been coordinating their prosecution of the Actions

(including the derivative *Parler* Action and the Merger-related *KBC* Action and Federal Merger Action). You will not be separately charged for these lawyers. The Court will determine the amount of Plaintiffs' Counsel's fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

|  |
|--|
| <b>14. How will the lawyers be paid?</b> |
|--|

58. Plaintiffs' Counsel have not received any payment for their services in pursuing the claims against Defendants in the Actions, nor have they been paid for their litigation expenses. Plaintiffs' Counsel will ask the Court to award Plaintiffs' Counsel attorneys' fees of no more than one-third (33 and 1/3%) of the Settlement Fund, which will include any accrued interest. No other attorneys will share in the fee awarded by the Court. Plaintiffs' Counsel will also seek payment of litigation expenses incurred by Plaintiffs' Counsel in the prosecution of the Actions of no more than \$300,000, plus accrued interest, which may include an application for service awards to Plaintiffs directly related to their representation of SCANA or the Class in the Actions.

**OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION,  
OR THE FEE AND EXPENSE APPLICATION**

|  |
|--|
| <b>15. How do I tell the Court that I do not like something about the proposed Settlement?</b> |
|--|

59. If you are a Class Member, you may object to the Settlement or any of its terms, the proposed Plan of Allocation, or the Fee and Expense Application. You may ask the Court not to approve the Settlement, but you may not ask the Court to order a different settlement – the Court may only approve or deny **this** Settlement. If the Court denies approval of the Settlement, no payments will be made to Class Members, the Parties will return to the position they were in before the Settlement was agreed to, and the Actions will continue.

60. To object, you must send a signed letter stating that you object to the proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Application in “SCANA Merger Litigation, *KBC Asset Management NV v. Marsh*, Case No. 2019-CP-4002522.” Your objection must state why you are objecting and whether your objection applies only to you, a subset of the Class, or the entire Class. The objection must also: (i) include the name, address, and telephone number of the person or entity objecting; (ii) contain a statement of the objection and the specific reasons for it, including any legal and evidentiary support (including witnesses) the Class Member wishes to bring to the Court's attention; and (iii) documentation identifying the number of shares of SCANA common stock the person or entity held, purchased, acquired, and/or sold at all times from January 3, 2018, through and including July 31, 2018, as well as the dates and prices of each such purchase, acquisition, and sale. Unless otherwise ordered by the Court, any Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, or Plaintiffs' Counsel's Fee and Expense Application. Your objection must be filed with the Court at the address below, either by mail or in person, **no later than** \_\_\_\_\_, **2022 and** be mailed or delivered to each of the following counsel so that it is **received no later than** \_\_\_\_\_, **2022:**

| <u><b>Court</b></u>   | <u><b>Plaintiffs' Counsel</b></u>  | <u><b>Defendants' Counsel</b></u>   |
|---|--|---|
| Clerk of the Court<br>Court of Common Pleas<br>P.O. Box 2766<br>Columbia, SC 29202-2766 | Bragar Eagel & Squire, P.C.<br>Lawrence P. Eagel<br>810 Seventh Avenue<br>Suite 620<br>New York, NY 10019              | Brian E. Pumphrey<br>McGuireWoods LLP<br>Gateway Plaza<br>800 East Canal Street<br>Richmond, VA 23219 |
|   | Robbins Geller Rudman &<br>Dowd LLP<br>David T. Wissbroecker<br>655 West Broadway<br>Suite 1900<br>San Diego, CA 92101 |   |

**16. What is the difference between objecting and seeking exclusion?**

61. Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Plaintiffs' Counsel's Fee and Expense Application. You may object and yet still recover money from the Settlement **if** you timely submit a valid Proof of Claim form and the Settlement is approved. You may object **only** if you remain part of the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself from the Class, you will lose standing to object to the Settlement because it will no longer affect you.

**THE SETTLEMENT HEARING**

**17. When and where will the Court decide whether to approve the proposed Settlement?**

62. The Court will hold the Settlement Hearing on \_\_\_\_\_, 2022, at \_\_\_\_\_.m., either telephonically, via video conference and/or in person at \_\_\_\_\_. At this hearing, the Court will consider, whether: (i) the Settlement is fair, reasonable, and adequate, and should be finally approved; (ii) the Plan of Allocation is fair and reasonable and should be approved; and (iii) Plaintiffs' Counsel's Fee and Expense Application and Plaintiffs' service awards are reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 15 above. We do not know how long it will take the Court to make these decisions.

63. You should be aware that the Court may change the date and time of the Settlement Hearing, or hold the hearing telephonically or via video conference, without another notice being sent to Class Members. If you want to attend the hearing, you should check with Plaintiffs' Counsel beforehand to be sure that the date or time has not changed, and periodically check the Settlement website at [www.SCANAMergerLitigation.com](http://www.SCANAMergerLitigation.com).

**18. Do I have to come to the Settlement Hearing?**

64. No. Plaintiffs' Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 19 below **no later than** \_\_\_\_\_, 2022.

**19. May I speak at the Settlement Hearing?**

65. You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* Question 15), **no later than** \_\_\_\_\_, 2022 a statement that you, or your attorney, intend to appear in "SCANA Merger Litigation, *KBC Asset Management NV v. Marsh*, Case No. 2019-CP-4002522." Persons who intend to present evidence at the Settlement Hearing must also include in their objections the identities of any witnesses they may wish to call to testify and any exhibits they intend to introduce into evidence at the hearing. You may not speak at the Settlement Hearing if you exclude yourself or if you have not provided written notice in accordance with the procedures described in this Question 19 and Question 15 above.

**IF YOU DO NOTHING**

**20. What happens if I do nothing at all?**

66. If you do nothing and you are a member of the Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against the Defendants and the other Released Defendant Parties concerning the Released Plaintiffs' Claims. To share in the Net Settlement Fund, you must submit a Proof of Claim form (*see* Question 8 above). To start, continue or be part of any other lawsuit against the Defendants and the other Released Defendant Parties concerning the Released Plaintiffs' Claims in this case, to the extent it is otherwise permissible to do so, you must exclude yourself from the Class (*see* Question 11 above).

**GETTING MORE INFORMATION**

**21. Are there more details about the Settlement?**

67. This Notice summarizes the proposed Settlement. More details are in the Stipulation. Plaintiffs' Counsel's motions in support of final approval of the Settlement, the request for attorneys' fees and litigation expenses, and approval of the proposed Plan of Allocation will be filed with the Court no later than \_\_\_\_\_, 2022 and be available on the website [www.SCANAMergerLitigation.com](http://www.SCANAMergerLitigation.com), from the Claims Administrator, or the Court, pursuant to the instructions below.

68. You may review the Stipulation or documents filed in the case at the Office of the Richland County Clerk of Court, Richland County Judicial Center, 1701 Main Street, Columbia,

South Carolina 29202, on weekdays (other than court holidays) between 8:30 a.m. and 5:00 p.m. You can also get a copy of the Stipulation and other case documents by calling the Claims Administrator toll free at (866) 748-5166, writing to the Claims Administrator at SCANA Merger Litigation, Gilardi & Co. LLC, P.O. Box 43349, Providence, RI 02940-3349, or visiting the website dedicated to the Settlement, [www.SCANAMergerLitigation.com](http://www.SCANAMergerLitigation.com).

**Please do not call the Court with questions about the Settlement**

## **PLAN OF ALLOCATION OF NET SETTLEMENT FUND**

### **22. How much will my payment be?**

69. As discussed above, the Settlement provides \$63,000,000 for the benefit of the Class. The Settlement Amount and any interest it earns constitute the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Administrative Costs, Taxes, and any other fees or expenses approved by the Court, is the “Net Settlement Fund.” If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Settlement Payment Recipients – *i.e.*, Class Members who timely submit valid Proof of Claim forms that are accepted for payment by the Court – in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Class Members who do not timely submit valid Proof of Claim forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website, [www.SCANAMergerLitigation.com](http://www.SCANAMergerLitigation.com).

70. The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Class Members who suffered economic losses as a proximate result of the Defendants’ alleged wrongdoing. The Plan of Allocation is not a formal damages analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Settlement Payment Recipients under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Settlement Payment Recipients against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund.

71. Your share of the Net Settlement Fund will depend on the number of shares of SCANA common stock represented by valid claims made by Class Members and the amount of those claims and the number of shares of SCANA common stock you held continuously throughout the Class Period. Assuming that all of the investors (other than Defendants or other excluded Persons) who held SCANA common stock as of January 3, 2018, through and including July 31, 2018 participate in this Settlement, Plaintiffs’ Counsel estimates that the estimated average distribution will be approximately \$0.70 per share of SCANA common stock before the deduction of Court-approved fees and expenses, as described herein. Historically, less than all eligible investors submit claims, resulting in higher average distributions per share. If you sold shares of SCANA common stock during the Class Period, that will decrease your potential recovery because you did not hold all your shares continuously for the entire Class Period. If you purchased

additional SCANA shares during the Class Period, that will not increase your potential recovery because you did not hold all such shares at the beginning of the Class Period.

72. Given the costs of distribution, the Net Settlement Fund will be allocated among all Settlement Payment Recipients whose Distribution Amount (defined in ¶74 below) is \$10.00 or greater.

73. Purchases, acquisitions, and sales of SCANA publicly traded common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of SCANA common stock during the Class Period will not be deemed a purchase, acquisition, or sale of SCANA common stock for the calculation of a distribution to a Settlement Payment Recipients.

74. If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, Plaintiffs’ Counsel shall, if feasible, reallocate such balance among Settlement Payment Recipients who have cashed their checks in the initial distribution and would receive a distribution of at least \$10.00 on a *pro rata* basis based on the number of shares of SCANA common stock the applicable Settlement Payment Recipient held on July 31, 2018. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer practicable to distribute to Class Members. Thereafter, at least 50% of any balance which still remains in the Net Settlement Fund shall be distributed to the South Carolina Bar Foundation to support activities and programs that promote access to the civil justice system for low income residents of South Carolina, with any remaining amount to be donated to an appropriate non-sectarian, non-profit organization selected by Plaintiffs’ Counsel and approved by the Court.

75. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Settlement Payment Recipients. No person shall have any claim against Plaintiffs, Plaintiffs’ Counsel, Defendants, Defendants’ counsel, any of the other Released Plaintiff Parties or Released Defendant Parties, or the Claims Administrator or other agent designated by Plaintiffs’ Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Plaintiffs, Defendants and their respective counsel, and all other Released Defendant Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Proof of Claim form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

76. Please contact the Claims Administrator or Plaintiffs’ Class Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request.



77. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member or claimant.

78. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Proof of Claim form.

#### **SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

79. If you held, purchased, acquired, sold, or disposed of SCANA common stock at any time from January 3, 2018, through and including July 31, 2018 for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST EITHER:** (a) provide to the Claims Administrator the name and last known address of each such person or entity; or (b) request additional copies of this Notice and the Proof of Claim form from the Claims Administrator, which will be provided to you free of charge, and **WITHIN SEVEN (7) DAYS** of receipt, mail the Notice and Proof of Claim form directly to all such persons or entities. If they are available, you must also provide the Claims Administrator with the e-mails of the beneficial owners. If you choose to follow procedure (b), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names and mailing addresses used. Upon full and timely compliance with these directions, you may seek reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, upon request and submission of appropriate documentation. All communications concerning the foregoing should be addressed to the Claims Administrator: SCANA Merger Litigation, Gilardi & Co. LLC, P.O. Box 43349, Providence, RI 02940-3349, [www.SCANAMergerLitigation.com](http://www.SCANAMergerLitigation.com).

Dated: \_\_\_\_\_, 202\_\_

BY ORDER OF THE COURT OF COMMON  
PLEAS FOR THE FIFTH JUDICIAL CIRCUIT,  
RICHLAND COUNTY, SOUTH CAROLINA

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

KBC ASSET MANAGEMENT NV, on Behalf  
of Itself and All Others Similarly Situated,

Civil Action No.: 2019-CP-4002522

Plaintiff,

CLASS ACTION

v.

KEVIN MARSH, GREGORY E. ALIFF,  
JAMES A. BENNETT, JOHN F.A.V. CECIL,  
SHARON A. DECKER, D. MAYBANK  
HAGOOD, LYNNE M. MILLER, JAMES W.  
ROQUEMORE, MACEO K. SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants.

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

TERESA PARLER, derivatively on behalf of  
SCANA CORPORATION,

Civil Action No.: 2017-CP-40-06621

Plaintiff,

v.

KEVIN MARSH, GREGORY ALIFF,  
JAMES BENNETT, JOHN CECIL,  
SHARON DECKER, MAYBANK  
HAGOOD, LYNNE MILLER, JAMES  
ROQUEMORE, MACEO SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants,

-and-

SCANA CORPORATION,

Nominal Defendant.

**PROOF OF CLAIM AND RELEASE**

**EXHIBIT A-2**



## I. GENERAL INSTRUCTIONS

1. To recover as a member of the Class based on your claims in the action titled, *KBC Asset Management NV v. Marsh*, Case No. 2019-CP-4002522 (S.C. Ct. Common Pleas) (the “*KBC Action*”), you must complete and, on page 7 below, sign this Proof of Claim and Release form (“Claim Form”). If you fail to submit a timely and properly addressed (as explained in paragraph 3 below) Claim Form, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Claim Form, however, does not assure that you will share in the proceeds of the Settlement of the *KBC Action*. The distribution of the proceeds will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court in the *KBC Action*, or by such other plan of allocation as the Court approves.

3. **THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT [WWW.SCANAMergerLitigation.com](http://WWW.SCANAMergerLitigation.com). NO LATER THAN \_\_\_\_\_, 2022 OR, IF MAILED, BE POSTMARKED NO LATER THAN \_\_\_\_\_, 2022, ADDRESSED AS FOLLOWS:**

*SCANA Merger Litigation*  
Gilardi & Co. LLC  
P.O. Box 43349  
Providence, RI 02940-3349  
(866) 748-5166

4. If you are a Class Member and you do not timely request exclusion in response to the Notice dated \_\_\_\_\_, you are bound by the terms of any judgment entered in the *KBC Action*, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A CLAIM FORM OR RECEIVE A PAYMENT.

## **II. CLAIMANT IDENTIFICATION**

1. If you held SCANA common stock, and you held the stock certificate(s) in your name, you are the beneficial holder as well as the record holder. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial holder and the third party is the record holder.

2. Use Part A of this form entitled "Claimant Identification" to identify each share held of record ("nominee"), if different from the beneficial holder of the SCANA common stock that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL HOLDER(S) OR THE LEGAL REPRESENTATIVE OF SUCH HOLDER(S) OF THE SCANA COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

3. All joint holders must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

## **III. CLAIM FORM**

1. Use Part B of this form entitled "Holdings in SCANA Common Stock" to state the number of shares of SCANA common stock that you held continuously from January 3, 2018 through July 31, 2018.

2. Copies of broker confirmations or other documentation of your holdings in SCANA common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

3. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your recovery. In the event the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the claimant's responsibility for any increased costs due to the nature and/or scope of the claim.

### PART A – CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you **MUST** notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

|   |                                   |                                 |
|---|-----------------------------------|---------------------------------|
| Beneficial Owner's First Name   | MI                                | Beneficial Owner's Last Name    |
| <input type="text"/>  | <input type="text"/>              | <input type="text"/>            |
| Co-Beneficial Owner's First Name  | MI                                | Co-Beneficial Owner's Last Name |
| <input type="text"/>  | <input type="text"/>              | <input type="text"/>            |
| Entity Name (if claimant is not an individual)  |                                   |                                 |
| <input type="text"/>  |                                   |                                 |
| Representative or Custodian Name (if different from Beneficial Owner(s) listed above) |                                   |                                 |
| <input type="text"/>  |                                   |                                 |
| Address 1 (street name and number)  |                                   |                                 |
| <input type="text"/>  |                                   |                                 |
| Address 2 (apartment, unit, or box number)  |                                   |                                 |
| <input type="text"/>  |                                   |                                 |
| City  | State ZIP/Postal Code             |                                 |
| <input type="text"/>  | <input type="text"/>              |                                 |
| Foreign Country (only if not USA)   | Foreign Country (only if not USA) |                                 |
| <input type="text"/>  |                                   |                                 |
| Last Four Digits of Social Security Number  | Taxpayer Identification Number    |                                 |
| <input type="text"/>  | <input type="text"/>              |                                 |
| Telephone Number (home)   | Telephone Number (work)           |                                 |
| <input type="text"/>  | <input type="text"/>              |                                 |
| Email address   |                                   |                                 |

[illegible]

Account Number (if filing for multiple accounts, file a separate Claim Form for each account)

[illegible]

Claimant Account Type (check appropriate box):

- ☐ Individual (includes joint owner accounts)      ☐ Pension Plan      ☐ Trust  
☐ Corporation      ☐ Estate  
☐ IRA/401K      ☐ Other \_\_\_\_\_ (please specify)

## PART B: HOLDINGS IN SCANA COMMON STOCK

Complete this Part B if, and only if, you purchased/acquired SCANA common stock during the period between January 3, 2018 and July 31, 2018, inclusive. Please include proper documentation with your Claim Form as described in detail in Section III – Claim Form, above. Do not include information in this section regarding common stock other than SCANA common stock.

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX** ☐

**1. BEGINNING HOLDINGS** – State the total number of shares of common stock held as of January 3, 2018. If none, write “0” or “Zero.” (Must be documented.)

**2. PURCHASES DURING THE CLASS PERIOD** – Separately list each and every purchase/acquisition of common stock from after the opening of trading on January 3, 2018 through the close of trading on July 31, 2018. (Must be documented.)

| Date of Purchase<br>(List Chronologically)<br>(MM/DD/YY) | Number of<br>Shares<br>Purchased | Purchase Price<br>Per Share | Total Purchase Price<br>(excluding taxes,<br>commissions and fees) |
|--|----------------------------------|-----------------------------|--|
|  |                                  | \$                          | \$   |
|  |                                  | \$                          | \$   |
|  |                                  | \$                          | \$   |
|  |                                  | \$                          | \$   |

**3. SALES DURING THE CLASS PERIOD** – Separately list each and every sale/disposition of common stock from after the opening of trading on January 3, 2018 through the close of trading on July 31, 2018. (Must be documented.)

| Date of Sale<br>(List Chronologically)<br>(MM/DD/YY) | Number of<br>Shares Sold | Sale Price<br>Per Share | Total Sale Price (excluding<br>taxes, commissions and fees) |
|--|--------------------------|-------------------------|---|
|  |                          | \$                      | \$  |
|  |                          | \$                      | \$  |
|  |                          | \$                      | \$  |
|  |                          | \$                      | \$  |

**4. ENDING HOLDINGS** – State the total number of shares of common stock held as of the close of trading on July 31, 2018. If none, write “0” or “Zero.” (Must be documented.)

#### **IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

By signing and submitting this Claim Form, the claimant(s) or the person(s) acting on behalf of the claimant(s) certify(ies) that: I (We) submit this Claim Form under the terms of the Stipulation described in the accompanying Notice. I (We) also submit to the jurisdiction of the South Carolina Court of Common Pleas (the “Court”) with respect to my (our) claim as a Class Member(s) and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) will be bound by the terms of any judgment entered in connection with the Settlement of the Actions, including the releases set forth therein. I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in eligible SCANA common stock, if required to do so. I (We) have not submitted any other claim covering the same transactions in SCANA common stock during the Class Period and know of no other person having done so on my (our) behalf.

#### **V. RELEASES, WARRANTIES, AND CERTIFICATION**

1. I (We) have read the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation.

2. I (We) hereby warrant and represent that I am (we are) a Class Member as defined in the Notice, that I am (we are) not excluded from the Class, that I am (we are) not one of the “Released Defendant Parties” as defined in the accompanying Notice.

3. I (We) did not submit a request for exclusion from the Class.

4. As a Class Member, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge with prejudice the Released Plaintiffs’ Claims as to each and all of the Released Defendant Parties (as these terms are defined

in the accompanying Notice). This release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.

5. I (We) hereby acknowledge and represent that I (we) will be bound by and subject to the terms of any judgment(s) that may be entered in the *KBC* Action.

6. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

7. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions and sales of SCANA common stock that occurred during the Class Period and the number of shares of common stock held by me (us), to the extent requested.

8. I (We) certify that I am (we are) NOT subject to backup tax withholding. (If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the prior sentence.)

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Claim Form by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_  
(Month / Year) (City) (State/Country)

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
Print Name of Claimant

\_\_\_\_\_  
Print Name of Joint Claimant, if any

\_\_\_\_\_  
(Capacity of person(s) signing, *e.g.*, Beneficial Purchaser, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

**REMINDER CHECKLIST:**

1. Please sign this Claim Form.
2. DO NOT HIGHLIGHT THE CLAIM FORM OR YOUR SUPPORTING DOCUMENTATION.
3. Attach only copies of supporting documentation as these documents will not be returned to you.
4. Keep a copy of your Claim Form for your records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. **Your claim is not deemed submitted until you receive an acknowledgment postcard.** If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at (866) 748-5166.
6. If you move after submitting this Claim Form please notify the Claims Administrator of the change in your address, otherwise you may not receive additional notices or payment.

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

KBC ASSET MANAGEMENT NV, on Behalf  
of Itself and All Others Similarly Situated,

Civil Action No.: 2019-CP-4002522

Plaintiff,

CLASS ACTION

v.

KEVIN MARSH, GREGORY E. ALIFF,  
JAMES A. BENNETT, JOHN F.A.V. CECIL,  
SHARON A. DECKER, D. MAYBANK  
HAGOOD, LYNNE M. MILLER, JAMES W.  
ROQUEMORE, MACEO K. SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants.

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

TERESA PARLER, derivatively on behalf of  
SCANA CORPORATION,

Civil Action No.: 2017-CP-40-06621

Plaintiff,

v.

KEVIN MARSH, GREGORY ALIFF,  
JAMES BENNETT, JOHN CECIL,  
SHARON DECKER, MAYBANK  
HAGOOD, LYNNE MILLER, JAMES  
ROQUEMORE, MACEO SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants,

-and-

SCANA CORPORATION,

Nominal Defendant.

**SUMMARY NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF ACTIONS**

**EXHIBIT A-3**



**TO: ALL PERSONS AND ENTITIES WHO OWNED COMMON STOCK OF SCANA CORPORATION (“SCANA”) CONTINUOUSLY FROM JANUARY 3, 2018, THROUGH AND INCLUDING JULY 31, 2018 (THE “CLASS”)**

**PLEASE READ THIS NOTICE CAREFULLY, YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the South Carolina Rules of Civil Procedure and an Order of the South Carolina Court of Common Pleas, Fifth Circuit, that Plaintiffs KBC Asset Management NV (“KBC”), Teresa Parler (“Parler”), Metzler Asset Management GmbH (“Metzler”), and City of Warren Police and Fire Retirement System (“City of Warren,” and together with KBC, Parler, and Metzler, “Plaintiffs”), in connection with claims that relate to SCANA’s abandonment of a nuclear power plant construction project (the “Nuclear Project”) and subsequent merger (the “Merger”) with Dominion Energy, Inc. (“Dominion”) against Kevin Marsh, Gregory E. Aliff, James A. Bennett, John F.A.V. Cecil, Sharon A. Decker, D. Maybank Hagood, Lynne M. Miller, James W. Roquemore, Maceo K. Sloan, Alfredo Trujillo, Jimmy Addison, and/or Stephen Byrne (collectively, “Individual Defendants”) and also SCANA (collectively with the Individual Defendants, the “Defendants,” and with Plaintiffs, the “Parties”), have reached a proposed settlement of the claims in the above-captioned actions (the “Actions”) in the amount of \$63,000,000 (the “Settlement”). Of the \$63,000,000, \$33,000,000 will be paid in cash and \$30,000,000 will be paid in cash or shares of freely-tradable Dominion common stock at the option of SCANA, plus earned interest, for the benefit of eligible Class Members, less any attorneys’ fees and expenses awarded by the Court, Administrative Costs, and Tax Expenses.

A hearing will be held before the Honorable J. Mark Hayes, either in person or via teleconference or videoconference, on \_\_\_\_\_, 2022 at \_\_\_\_\_.m., in Courtroom \_\_\_\_\_, at \_\_\_\_\_ (the “Settlement Hearing”), where the Court will consider whether: (i) the Settlement is fair, reasonable, and adequate, and should be finally approved; (ii) the Plan of Allocation is fair and

reasonable, and should be approved; and (iii) Plaintiffs' Counsel's Fee and Expense Application and Plaintiffs' service awards are reasonable and should be approved. The Court may change the date of the Settlement Hearing, or hold it telephonically or via videoconference, without providing another notice. You do NOT need to attend the Settlement Hearing to receive a distribution from the Net Settlement Fund.

**IF YOU ARE A MEMBER OF THE CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT AND YOU MAY BE ENTITLED TO A MONETARY PAYMENT.** A full Notice of Pendency and Proposed Settlement of Actions ("Notice") and Proof of Claim form ("Claim Form") can be obtained by visiting the Settlement website, [www.SCANAMergerLitigation.com](http://www.SCANAMergerLitigation.com), or by contacting the Claims Administrator at:

*SCANA Merger Litigation*  
 Gilardi & Co. LLC  
 P.O. Box 43349  
 Providence, RI 02940-3349  
 (866) 748-5166

Inquiries, other than requests for the Notice/Claim Form or for information about the status of a claim, may also be made to Plaintiffs' Class Counsel:

|   |  |
|---|--|
| <p><b>ROBBINS GELLER RUDMAN<br/>&amp; DOWD LLP</b><br/>         Attn: David T. Wissbroecker<br/>         655 West Broadway, Suite 1900<br/>         San Diego, CA 92101-8498<br/>         Telephone: (800) 449-4900</p> | <p><b>BRAGAR EAGEL &amp; SQUIRE, P.C.</b><br/>         Attn: Lawrence P. Eagel<br/>         810 Seventh Avenue, Suite 620<br/>         New York, NY 10019<br/>         Telephone: (212) 308-5888</p> |
|---|--|

If you are a Class Member, to be eligible to share in the distribution of the Net Settlement Fund, you must submit a Claim Form *postmarked or submitted online no later than* \_\_\_\_\_, **2022**. If you are a Class Member and do not timely submit a valid Claim Form, you will not be eligible to share in the distribution of the Net Settlement Fund, but you will nevertheless be bound by all judgments or orders entered by the Court relating to the Settlement.

If you are a Class Member and wish to exclude yourself from the Class, you must submit a written request for exclusion in accordance with the instructions set forth in the Notice such that it is *received no later than* \_\_\_\_\_, **2022**. If you properly exclude yourself from the Class, you will not be bound by any judgments or orders entered by the Court relating to the Settlement, whether favorable or unfavorable, and you will not be eligible to share in the distribution of the Net Settlement Fund.

Any objections to the proposed Settlement, Plaintiffs' Counsel's Fee and Expense Application, and/or the proposed Plan of Allocation must be filed with the Court, either by mail or in person, and be mailed to counsel for the Parties in accordance with the instructions in the Notice, such that they are *received no later than* \_\_\_\_\_, **2022**.

**PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR  
DEFENDANTS' COUNSEL REGARDING THIS NOTICE.**

DATED: \_\_\_\_\_, 202\_\_

BY ORDER OF THE COURT OF COMMON  
PLEAS FOR THE FIFTH JUDICIAL CIRCUIT,  
RICHLAND COUNTY, SOUTH CAROLINA

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

KBC ASSET MANAGEMENT NV, on  
Behalf of Itself and All Others Similarly  
Situated,

Civil Action No.: 2019-CP-4002522

CLASS ACTION

Plaintiff,

v.

KEVIN MARSH, GREGORY E. ALIFF,  
JAMES A. BENNETT, JOHN F.A.V. CECIL,  
SHARON A. DECKER, D. MAYBANK  
HAGOOD, LYNNE M. MILLER, JAMES W.  
ROQUEMORE, MACEO K. SLOAN,  
ALFREDO TRUJILLO, JIMMY ADDISON,  
and STEPHEN BYRNE,

Defendants.

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

TERESA PARLER, derivatively on behalf of  
SCANA CORPORATION,

Plaintiff,

v.

KEVIN MARSH, GREGORY ALIFF,  
JAMES BENNETT, JOHN CECIL, SHARON  
DECKER, MAYBANK HAGOOD, LYNNE  
MILLER, JAMES ROQUEMORE, MACEO  
SLOAN, ALFREDO TRUJILLO, JIMMY  
ADDISON, and STEPHEN BYRNE,

Defendants,

-and-

SCANA CORPORATION,

Nominal Defendant.

**[PROPOSED] FINAL ORDER AND JUDGMENT**

This matter is before the Court on the motion of plaintiffs KBC Asset Management NV (“KBC”) and Teresa Parler (“Parler”), respectively, in the above referenced actions for an order: (1) finally approving the settlement embodied in the Stipulation of Settlement (the “Stipulation” or the “Settlement”) dated November 15, 2021; (2) certifying for settlement purposes a Class consisting of all non-excluded persons who held SCANA common stock as of January 3, 2018, through and including July 31, 2018 (the “Class”), and (3) approving an award of attorneys’ fees and expenses to Plaintiffs’ Counsel and service awards to Plaintiffs.

Having read and considered the Stipulation and exhibits thereto, Plaintiffs’ motion for preliminary approval and papers filed in support thereof, and Plaintiffs’ motion for final approval and papers filed in support thereof and finding that substantial and sufficient grounds exist for entering this order, and the Parties to the Stipulation having consented to the entry of this order, the Court finds that the requested relief is warranted.

The parties have entered into the Stipulation of Settlement in connection with the proposed resolution of: (i) the above-captioned action, *KBC Asset Management, NV v. Marsh*, Case No. 2019-CP-4002522 (the “KBC Action”); (ii) the above-captioned action *Parler v. Marsh*, Case No. 2017-CP-40-06621 (the “Parler Action”); and (iii) the action titled *In re SCANA Corporation Public Shareholder Litigation*, Lead Case No. 3:18-cv-0505-MBS (D.S.C.) (the “Federal Merger Action,” and collectively, the “Actions”), resolving claims by and among the plaintiffs therein, KBC, Parler, Metzler Asset Management GmbH (“Metzler”), and City of Warren Police and Fire Retirement System (“City of Warren,” and together with KBC, Parler, and Metzler, “Plaintiffs”), and defendants Kevin Marsh, Gregory E. Aliff, James A. Bennett, John F.A.V. Cecil, Sharon A. Decker, D. Maybank Hagood, Lynne M. Miller, James W. Roquemore, Maceo K. Sloan, Alfredo Trujillo, Jimmy Addison, and Stephen Byrne

(collectively, “Individual Defendants”), and SCANA Corporation (“SCANA”) (collectively with the Individual Defendants, “Defendants,” and Plaintiffs and Defendants collectively referred to as the “Parties”).

The Settlement resolves the *Parler* Action, a shareholder derivative action brought on behalf of SCANA, and the *KBC* Action and the Federal Merger Action, putative class actions brought on behalf of former SCANA shareholders in connection with the merger between SCANA and Dominion Energy, Inc. (“Dominion”). As detailed in the Stipulation, the Settlement includes a \$33,000,000 cash payment to resolve the *Parler* Action (the “Derivative Settlement Payment”) and issuance by Dominion of \$30,000,000 in freely-tradeable Dominion common stock into the Escrow Account for the benefit of the Class (with SCANA having the option to pay the \$30,000,000, or any part thereof, in cash), leading to the creation of a \$63,000,000 settlement fund (the “Settlement Fund”) partially funded by the Derivative Settlement Payment.

The Settlement requires Court approval under SCRCP 23.<sup>1</sup> On \_\_\_\_\_, this Court entered an Order Preliminarily Approving Settlement and Providing for Notice (the “Preliminary Approval Order”), which scheduled a hearing for \_\_\_\_\_, 202\_\_, at \_\_: \_\_.m. (the “Settlement Hearing”) to consider whether, among other things: (i) the Settlement is fair, reasonable, and adequate, and should be finally approved; (ii) the Plan of Allocation is fair and reasonable and should be approved; (iii) the Class should be certified for purposes of effectuating the Settlement; and (iv) Plaintiffs’ Counsel’s Fee and Expense

---

<sup>1</sup> The only actions before this Court are the *Parler* Action, a shareholder derivative action that requires Court approval under SCRCP 23(b)(1), and the *KBC* Action, a shareholder class action that requires Court approval under SCRCP 23(c). Pursuant to the Stipulation, Plaintiffs will dismiss the Federal Merger Action upon approval of the Settlement.

Application and any application for Plaintiffs' service awards are reasonable and should be approved.

The Court ordered that the Notice of Pendency of and Proposed Settlement of Actions (the "Notice") and a Proof of Claim and Release form ("Claim Form"), substantially in the forms attached to the Stipulation as Exhibits A-1 and A-2, respectively, be posted on the Claims Administrator's website and distributed to Class members by mail or e-mail within twenty-one (21) calendar days of entry of the Preliminary Approval Order, and that the Summary Notice of Proposed Settlement of Actions (the "Summary Notice") be published once in the national edition of *The Wall Street Journal* and once over a national newswire service within ten (10) calendar days of mailing of the Notice and Claim Form. Based on the Parties' submissions, the provisions of the Preliminary Approval Order as to notice were complied with.

The Notice and Summary Notice advised potential Class Members of the date, time, place, and purpose of the Settlement Hearing. The Notice further advised that any objections to the Settlement were required to be filed with the Court and served on counsel for the Parties such that they were received by \_\_\_\_\_, 2022.

On \_\_\_\_\_, 2022, Plaintiffs moved for final approval of the Settlement, as set forth in the Preliminary Approval Order. The Settlement Hearing was duly held before this Court on \_\_\_\_\_, 2022, at which time all interested Persons were afforded the opportunity to be heard. Having read and considered the Stipulation and exhibits thereto, and Plaintiffs' motions for preliminary and final approval and papers filed in support thereof, and finding that substantial and sufficient grounds exist for entering this order, and the Parties to the Stipulation having consented to the entry of this order, the Court finds that the requested relief is warranted.

THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2022 that:

1. Capitalized terms used herein have the meanings defined in the Stipulation.
2. This Court has jurisdiction over the subject matter of the *KBC* Action and the *Parler* Action and over all Parties to the *KBC* Action and the *Parler* Action, including all Settlement Class Members.
3. The Court finds pursuant to SCRCP 23, that the Settlement is fair, reasonable, and adequate, taking into account that: (1) the Settlement resulted from extensive, arm's-length negotiations following years of hard-fought litigation; (2) the Settlement has no obvious deficiencies; and (3) the relief obtained is adequate, taking into account the fact that: (i) the Settlement provides immediate and substantial monetary benefits; (ii) the proposed method of distributing relief is effective; (iii) further litigation would involve substantial costs, risks, and delay; (iv) Class members are being treated equitably relative to each other; and (v) Defendants continue to deny liability and have asserted numerous defenses to liability and damages.
4. The Court also specifically finds that compromise of the *Parler* Action is fair, reasonable, and adequate and should be approved under SCRCP 23(b)(1), and compromise of the *KBC* Action is fair, reasonable, and adequate and should be approved under SCRCP 23(c).
5. The Court finds with regard to the Settlement Shares being issued as part of the Settlement Fund that the terms and conditions of, and the procedures for, the proposed issuance are fair. By virtue of the Court's approval of the fairness of the Settlement, pursuant to §3(a)(10) of the Securities Act of 1933 (the "Securities Act"), 15 U.S.C. § 77c(a)(10), the issuance of the Settlement Shares as part of the Settlement Fund to the Escrow Agent for sale and distribution of the proceeds to the Class and Class Counsel may serve as a substitute for the registration requirements of the Securities Act with regard to the Settlement Shares.



6. Pursuant to SCRCP 23(a), the Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies, for the purposes of Settlement only, a Class consisting of all persons who held SCANA common stock as of January 3, 2018 through and including July 31, 2018 (the “Class”). Excluded from the Class are SCANA, Dominion, the Individual Defendants, and any person, firm, trust, corporation, or other entity related to or affiliated with the Individual Defendants. Also excluded from the Class is any Person who validly requested exclusion from the Class, as identified in Exhibit A hereto.

7. The Court hereby affirms its determinations in the Preliminary Approval Order that the prerequisites of class action certification under SCRCP 23(a) have been satisfied for the Class, and the Court affirms its certification of KBC as the Class representative and of Plaintiffs’ Counsel as Class Counsel.

8. Pursuant to SCRCP 23(b)(1), for purposes of this Settlement only, the Court affirms its selection of Parler as Lead Plaintiff in the *Parler* Action.

9. The Court finds that the dissemination of the Notice, Summary Notice, and Claim Form: (i) complied with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise Class Members of the effect of the Settlement, of the proposed Plan of Allocation, of Lead Counsel’s request for an award of attorneys’ fees and payment of litigation expenses incurred in connection with the prosecution of the Action, of Plaintiffs’ request for a service award, of Class Members’ right to object or seek exclusion from the Class, and of their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of SCRCP 23 and the United States Constitution (including the Due Process Clause).

10. [There have been no objections to the Settlement.]

11. Accordingly, in light of the findings above, this Court hereby finally approves the Settlement in all respects, and the Settlement shall be consummated in accordance with the terms and provisions of the Stipulation.

12. The *Parler* Action and the *KBC* Action are dismissed in their entirety, with prejudice, and without costs to any Party, except as otherwise provided in the Stipulation.

13. The Court finds that during the course of the Action, Plaintiffs and Defendants and their respective counsel at all times complied with the requirements of SCRCP 11.

14. Upon the Effective Date, SCANA, Dominion, Merger Sub, Plaintiffs (on their own behalf, and in the case of Parler, derivatively on behalf of SCANA), and each and every Class Member and anyone acting on their behalf, including their heirs, representatives, attorneys, affiliates, executors, trustees, administrators, predecessors, successors, and assigns of each of them, in their capacity as such, shall be deemed to have, and by operation of this judgment shall have, fully, finally, and forever waived, released, relinquished, and discharged against the Released Defendant Parties all of the Released Plaintiffs' Claims and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any or all of the Released Defendant Parties, whether or not such Class Member executes and delivers a Proof of Claim and Release form, and whether or not such Class Member shares or seeks to share in the Net Settlement Fund. For the avoidance of doubt, this release does not apply to any Person who would otherwise be a Class Member but who timely and validly requested exclusion from the Class.

15. Upon the Effective Date, each of the Released Defendant Parties shall be deemed to, and by operation of this Judgment shall have, have fully, finally, and forever released,

relinquished, and discharged Released Plaintiff Parties from the Released Defendant Parties' Claims and shall forever be barred and enjoined from prosecuting any or all of the Released Defendant Parties' Claims against any or all of the Released Plaintiff Parties.

16. Each Class Member who has not requested exclusion from the Class, whether or not such Class Member executes and delivers a Claim Form, is bound by this Judgment, including, without limitation, the release of claims as set forth in the Stipulation.

17. This Judgment and the Stipulation, whether or not consummated, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants or the other Released Defendant Parties with respect to the truth of any allegation by Plaintiffs and the Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including but not limited to the Released Plaintiffs' Claims, or of any liability, damages, negligence, fault or wrongdoing of any of the Defendants or any person or entity whatsoever;

(b) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any of the Defendants or the Released Defendant Parties, or against or to the prejudice

of any of the Plaintiffs or the Released Plaintiff Parties, or any other member of the Class as evidence of any infirmity in the claims of Plaintiffs, or the other members of the Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants, any of the Plaintiffs, any other member of the Class, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants, Released Defendant Parties, and of the Plaintiffs or the Released Plaintiff Parties, other members of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(d) do not constitute, and shall not be construed against any of the Defendants, Released Defendant Parties, Plaintiffs, or Released Plaintiff Parties, or any other member of the Class, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Plaintiffs, or any other member of the Class that any of their claims are without merit or infirm or that damages recoverable in connection with the Actions would not have exceeded the Settlement Amount.

18. Notwithstanding the foregoing, any of the Parties may file or refer to this Judgment, the Stipulation, and/or any Proof of Claim: (i) to effectuate the liability protections granted hereunder, including without limitation to support a defense or counterclaim based on the principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or similar defense or counterclaim; (ii) to enforce any

applicable insurance policies and any agreements related thereto; or (iii) to enforce the terms of the Stipulation and/or this Judgment.

19. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any Person to participate in the distribution of the Net Settlement Fund, shall remain under the authority of this Court.

20. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

21. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

22. The Parties are hereby directed to consummate the Stipulation and to perform its terms.

23. A separate order shall be entered regarding Lead Counsel's application for attorneys' fees and payment of expenses as allowed by the Court. Such order shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

24. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlement; (ii) the allowance, disallowance or adjustment of any Class Member's claim on equitable grounds and any award or distribution of the Settlement Fund; (iii) disposition of the Settlement Fund; (iv) any applications for attorneys' fees, costs, interest and payment of expenses in the Actions; (v) all Parties for the purpose of construing, enforcing and administering the Settlement and this Judgment; and (vi) other matters

related or ancillary to the foregoing. There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_

BY THE COURT:

\_\_\_\_\_  
THE HONORABLE J. MARK HAYES