

**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,

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.

Civil Action No.: 2019-CP-4002522

CLASS ACTION

**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 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,

-and-

SCANA CORPORATION,

Nominal Defendant.

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

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF ACTIONS

**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.¹
- 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

¹ All capitalized terms not otherwise defined in this Notice shall have the meaning provided in the Stipulation of Settlement, dated November 15, 2021 (the “Stipulation”).

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY MAY 26, 2022	The only way to be eligible to get a payment. See Question 8 below for details.
EXCLUDE YOURSELF FROM THE CLASS BY MAY 12, 2022	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.
OBJECT BY MAY 12, 2022	Write to Plaintiffs' Counsel identified on page 9 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.
GO TO A HEARING ON JUNE 2, 2022, AND FILE A NOTICE OF INTENTION TO APPEAR BY MAY 12, 2022	Ask to speak in Court at the Settlement Hearing about the Settlement. See Question 19 below for details.
DO NOTHING	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 11-12 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 11 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 of 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 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, 1-800-449-4900, 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.

SCANA Merger Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 43349
Providence, RI 02940-3349
1-866-748-5166

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

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 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, II 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 November 15, 2021 (the “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 May 26, 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. A Proof of Claim is included with this Notice. You can also obtain a Proof of Claim from the website dedicated to the Settlement: www.SCANAMergerLitigation.com. You can request that a Proof of Claim be mailed to you by calling the Claims Administrator toll-free at 1-866-748-5166. Please read the instructions contained in the Proof of Claim carefully, fill out the Proof of Claim, 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 May 26, 2022**.

9. When will I receive my payment?

50. The Court will hold a Settlement Hearing on **June 2, 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 Proofs of Claim 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 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.
- 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 email. 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 May 12, 2022**, to:

SCANA Merger Litigation
c/o Gilardi & Co. LLC
EXCLUSIONS
150 Royall Street, Suite 101
Canton, MA 02021

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 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 Egel & 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.

14. How will the lawyers be paid?

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

15. How do I tell the Court that I do not like something about the proposed Settlement?

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 mailed or delivered to the following counsel so that it is **received no later than May 12, 2022**:

Plaintiffs' Counsel

Chapell Smith & Arden, P.A.
Attn: Mark D. Chapell or Graham L. Newman
2801 Devine Street
Suite 300
Columbia, S.C. 29205

Such Plaintiffs' Counsel will, within two business days, file such objections and supporting papers with the Court and serve them on Plaintiffs' Counsel and Defendants' Counsel.

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 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 **June 2, 2022, at 10:30 a.m.**, either telephonically, via video conference and/or in person in Courtroom West B of the Spartanburg County Courthouse, 180 Magnolia Street, Spartanburg, S.C. 29306. 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.

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 May 12, 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 May 12, 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 (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 April 28, 2022, and be available on the website 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, SC 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 1-866-748-5166, writing to the Claims Administrator at *SCANA Merger Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 43349, Providence, RI 02940-3349, or visiting the website dedicated to the Settlement, 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 Proofs of Claim 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 Proofs of Claim 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.

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 estimate that the 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 Recipient.

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 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.

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) CALENDAR 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 from the Claims Administrator, which will be provided to you free of charge, and **WITHIN SEVEN (7) CALENDAR DAYS** of receipt, mail the Notice and Proof of Claim directly to all such persons or entities via First-Class Mail. If they are available, you must also provide the Claims Administrator with the emails 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 at notifications@gilardi.com or, *SCANA Merger Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 43349, Providence, RI 02940-3349.

Dated: February 4, 2022

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