

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 98
PENSION FUND on behalf of itself and all
others similarly situated,

Plaintiff,

vs.

DELOITTE & TOUCHE, LLP;
DELOITTE LLP,

Defendants.

Case No. 3:19-cv-3304-JDA

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT;
(II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the District of South Carolina (Columbia Division) (the “Court”), if, during the period from February 26, 2016 through December 20, 2017, inclusive (the “Class Period”), you purchased or otherwise acquired publicly traded SCANA Corporation (“SCANA” or the “Company”) common stock and were damaged thereby.¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiff the International Brotherhood of Electrical Local 98 Pension Fund (“Lead Plaintiff”), on behalf of themselves and the Settlement Class (as defined in ¶ 29 below), have reached a proposed settlement of the Action for \$34,000,000 cash (the “Settlement”).

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 Settlement 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, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 95 below).

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendants Deloitte & Touche LLP and Deloitte LLP (collectively, “Defendants”) violated the federal securities laws by making false and misleading statements during the Class Period. A more detailed description of the Action is set forth in ¶¶ 11-28 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in ¶ 29 below.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated October 10, 2025 (the “Stipulation”), which is available at www.deloittescanasecuritieslitigation.com.

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Lead Plaintiff, on behalf of themselves and the Settlement Class, have agreed to settle the Action in exchange for \$34,000,000 cash (the "Settlement Amount"). The Net Settlement Fund (i.e., the Settlement Amount plus any and all interest earned thereon less (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) (the "Net Settlement Fund") will be distributed in accordance with a plan of allocation that is approved by the Court. The proposed plan of allocation (the "Plan of Allocation") is set forth in ¶¶ 57-79 below. The Plan of Allocation will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiff's damages expert's estimate of the number of shares of publicly traded SCANA common stock purchased during the Class Period that may have been affected by the conduct at issue in the Action, and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs as described herein) is \$0.24 per affected share of SCANA common stock. Settlement Class Members should note, however, that the foregoing average recovery per share is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased/acquired or sold their SCANA stock, and the total number and value of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (see ¶¶ 57-79 below) or such other plan of allocation as may be ordered by the Court.

4. **Statement of Potential Outcome of Case:** The Parties disagree on both liability and damages and do not agree on the amount of damages per security, if any, that would be recoverable if the Class prevailed on each claim alleged. Defendants deny that they are liable to the Class and deny that the Class has suffered any injury or damages. The issues on which the Parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) whether the Class was damaged at all; (4) the appropriate economic model for determining the amount by which the prices of SCANA common stock were allegedly artificially inflated (if at all) during the Class Period; (5) the amount, if any, by which the prices of SCANA common stock were allegedly artificially inflated (if at all) during the Class Period; (6) the effect of various market forces on the prices of SCANA common stock at various times during the Class Period; (7) the extent to which external factors influenced the prices of SCANA common stock at various times during the Class Period; and (8) the extent to which the various matters that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the prices of SCANA common stock at various times during the Class Period.

5. **Attorneys' Fees and Expenses Sought:** Court-appointed Lead Counsel, Cohen Milstein Sellers & Toll PLLC ("Lead Counsel"), has been prosecuting the Action on a wholly contingent basis since its inception in 2019, has not received any payment of attorneys' fees for their representation of the Settlement Class, and has advanced the funds to pay expenses necessarily incurred to prosecute this Action. Lead Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 33.33% of the Settlement Fund. In addition, Lead Counsel will apply for payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the Action in an amount not to exceed \$6,040,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to their representation of the Settlement Class, pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA"). Any fees and expenses awarded by the Court will be paid from the Settlement Fund. No other attorneys other than Plaintiff's Counsel will share in the fee awarded by the Court. Settlement Class Members are not personally liable for any such fees or expenses. The estimated average cost for such fees and expenses, if the Court approves Lead Counsel's fee and expense application, is \$0.12 per affected share of SCANA common stock.

6. **Identification of Attorneys' Representatives:** Lead Plaintiff and the Settlement Class are represented by Laura H. Posner of Cohen Milstein Sellers & Toll PLLC, 88 Pine Street, 14th Floor, New York, NY 10005, 202-408-3605, deloittescanasettlement@cohenmilstein.com.

7. **Reasons for the Settlement:** Lead Plaintiff's principal reason for entering into the Settlement is the substantial and certain recovery for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial recovery provided under the Settlement must be considered against the significant risk that a smaller recovery—or indeed no recovery at all—might be achieved after contested motions, a trial of the Action, and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny that they have committed any act or omission giving rise to liability under the federal securities laws, are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

SUBMIT A CLAIM FORM NO LATER THAN APRIL 16, 2026.	This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any claims covered by the Class's Release (defined in ¶ 37 below) that you have against Defendants and the other Released Defendants Parties (defined in ¶ 38 below), so it is in your interest to submit a Claim Form.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN FEBRUARY 5, 2026.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that preserves any rights you have to be part of any other lawsuit against any of the Defendants or the other Released Defendants Parties concerning the Class's Release. Should you elect to exclude yourself from the Class you should understand that Defendants and the other Released Defendants Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN FEBRUARY 5, 2026.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and payment of Litigation Expenses, you may write to the Court and explain why you do not like them. You will still be a Member of the Class. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
GO TO A HEARING ON FEBRUARY 26, 2026 AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN FEBRUARY 5, 2026.	Filing a written objection and notice of intention to appear by February 5, 2026 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and payment of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to ever sue about the claims that are resolved by the Settlement, and you will be bound by any judgments or orders entered by the Court in the Action.

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WHY AM I SEEING THIS NOTICE?

8. The Court directed that this Notice be posted in order to reach those who have purchased or otherwise acquired publicly traded SCANA common stock during the Class Period and, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiff and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys' fees and payment of Litigation Expenses (the "Settlement Fairness Hearing"). See ¶¶ 85-86 below for details about the Settlement Fairness Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, 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 Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. SCANA is an electric and gas utility company which, in 2008, began constructing two nuclear reactors at the V.C. Summer nuclear generating station near Jenkinsville, South Carolina (the "Nuclear Project"). In this Action, Lead Plaintiff alleges that Defendants made a series of alleged misstatements and omissions during the Class Period (from February 26, 2016 through December 20, 2017, inclusive) regarding the progress and oversight of the Nuclear Project, and that the Class suffered damages when the truth regarding the Nuclear Project was publicly disclosed. The Action is currently pending before the Honorable Jacqueline D. Austin in the United States District Court for the District of South Carolina.

12. On May 19, 2020, Lead Plaintiff filed the Consolidated Complaint (the "Complaint") asserting claims against all Defendants under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder. Among other things, the Complaint alleged that Defendants made materially false and misleading statements and omissions with respect to their audits of SCANA's effort to build the Nuclear Project. Specifically, the Complaint alleged that, as SCANA's outside independent auditor throughout the Class Period, Defendants had knowledge of the details of SCANA's internal affairs, and that Deloitte knew, or was reckless in not knowing, that (i) SCANA's reported annual financial results for the fiscal years ended December 31, 2015 and December 31, 2016, which were disseminated to the investing public, were not presented in accordance with Generally Accepted Accounting Principles ("GAAP"); and (ii) the audits they conducted were not performed in accordance with Public Company Accounting Oversight Board Standards ("PCAOB") and, therefore, Defendants violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder by fraudulently rendering false or misleading audit opinions on two sets of financial statements issued by its audit client, SCANA. The Complaint further alleges that the price of SCANA common stock was artificially inflated as a result of Defendants' allegedly false and misleading statements and omissions, and declined when the truth was revealed through a series of partial corrective disclosures.

13. Defendants have denied throughout this Action, and continue to deny, that they violated the federal securities laws or any law. Defendants have denied, and continue to deny, each and all of the claims and contentions alleged by Lead Plaintiff in the Action, and each and all of the allegations of fault, liability, wrongdoing, and damages. Among other things, Defendants specifically deny that they made any false or misleading statements or omissions. Defendants maintain that their conduct was proper and that they have meritorious defenses to the claims alleged in the Action.

14. On July 20, 2020, Defendants filed their motion to dismiss the Complaint. On September 18, 2020, Lead Plaintiff filed its memorandum of law in opposition to the motion to dismiss, and, on October 19, 2020, Defendants filed their replies. On November 17, 2020, the Court heard oral argument on Defendants' motion to dismiss, during which the Court orally denied the motion its entirety.

15. On December 22, 2020, Defendants filed and served their Answers to the Complaint, after which extensive fact discovery occurred, including the production and review of over 295,000 documents, and twenty-six (26) fact depositions.

16. On April 30, 2021, Lead Plaintiff filed its motion for class certification, appointment of class representative, and appointment of class counsel, which was accompanied by a report from Lead Plaintiff's expert on market efficiency and common damages methodologies, Matthew D. Cain, Ph.D. That motion was fully briefed by the end of October 2021 and was denied without prejudice on March 8, 2022 to allow for further class-related discovery.

17. On May 26, 2022, Defendants filed a second motion to dismiss claiming that the Lead Plaintiff lacked Article III standing, which was fully briefed on June 28, 2022. The Court denied Defendants' second motion to dismiss on August 7, 2023.

18. Lead Plaintiff filed its second motion for class certification on January 15, 2024. On February 5, 2024, Defendants filed their opposition to Lead Plaintiff's class certification motion, and on that same day, filed a motion to exclude the damages-related opinions of Lead Plaintiff's expert, Dr. Cain. The parties conducted extensive class discovery in the case, including three depositions and the submission of two expert reports.

19. On November 12, 2024, the Court granted Lead Plaintiff's motion for class certification, denied Defendants' motion to exclude Dr. Cain's damages opinions, and appointed Lead Plaintiff as Class Representative, Cohen Milstein as Class Counsel, and Tinkler Law Firm as Liaison Counsel.

20. On November 26, 2024, Defendants filed a Rule 23(f) petition with the Fourth Circuit, seeking interlocutory review of the district court's class certification decision. The Fourth Circuit granted, in part, Defendants' petition on February 13, 2025.

21. The parties conducted extensive expert discovery in the case, including the submission of 10 expert reports and 7 expert depositions.

22. On January 31, 2025, both Lead Plaintiff and Defendants moved for summary judgment. Defendants also moved to exclude the: (1) Loss Causation & Damages Opinions of Matthew D. Cain, and (2) Opinions of Alberto Ferrer and Derivative Opinions of Lynn Turner. These four motions were fully briefed on April 4, 2025.

23. Beginning no later than May 2019, and beginning even prior to the start of formal discovery in the Action, Lead Plaintiff engaged in extensive investigation and discovery efforts to support the allegations in the Complaint. Over the course of informal and formal discovery, Lead Plaintiff obtained and reviewed over 217,000 documents, totaling over 2 million pages of documents, from Defendants, as well as numerous deposition and hearing transcripts from other proceedings against SCANA. Lead Plaintiff had also obtained and reviewed almost 35,000 documents (totaling nearly 530,000 pages) as a result of its FOIA requests, as well as over 41,000 documents from various third parties, including members of SCANA's board of directors and Lead Plaintiff's non-party investment managers who purchased and/or sold SCANA common stock on Lead Plaintiff's behalf during the Class Period, totaling an estimated 292,267 pages. In total, the Parties obtained and reviewed almost 295,000 documents, totaling almost 3 million pages, over the course of this Action. The parties met and conferred over numerous disputed discovery issues over the several years of discovery.

24. Over the course of the litigation, the parties held four mediation sessions both in person and over Zoom and involving both extensive written and oral submissions under the auspices of Robert A. Meyer, Esq. of JAMS. Following the most recent April 24, 2025 mediation session, the Parties reached an agreement in principle to settle the Action, which was later memorialized in a term sheet executed and finalized on June 17, 2025 (the "Term Sheet"). The Term Sheet set forth, among other things, the Parties' agreement to settle and release claims against Defendants in return for a payment of \$34,000,000.00 cash.

25. On October 10, 2025, the Parties entered into the Stipulation and Agreement of Settlement (the "Stipulation"), which sets forth the terms and conditions of the Settlement. The Stipulation is available at www.deloittescanasecuritieslitigation.com.

26. On November 18, 2025, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Fairness Hearing to consider whether to grant final approval to the Settlement.

27. Neither the Settlement nor any of the terms of the Stipulation shall be construed or deemed to be evidence of or constitute an admission, concession, or finding of any liability or damage whatsoever or any infirmity in the defenses that Defendant has, or could have, asserted.

28. THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO LEAD PLAINTIFF OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LITIGATION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS LITIGATION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?

29. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons and entities who or which purchased or otherwise acquired publicly traded SCANA common stock during the period from February 26, 2016 through December 20, 2017, inclusive, and were damaged thereby.

Excluded from the Settlement Class are: (i) Defendants and their families; (ii) the officers and directors and affiliates of SCANA and Defendants, at all relevant times; (iii) members of Defendants' Immediate Family and their legal representatives, heirs, successors or assigns; (iv) any entity in which Defendants or SCANA officers or directors have or had a controlling interest; (v) SCANA's employee retirement and benefit plan(s); and (vi) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any such excluded person or entity. Also excluded from the Settlement Class are any persons and entities who or which exclude themselves by submitting a request for exclusion that is accepted by the Court. See "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself," on page 13 below.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO A PAYMENT FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU DID NOT SUBMIT A CLAIM IN *SCANA I* (AS DEFINED BELOW), AND YOU WISH TO BE ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN NO LATER THAN APRIL 16, 2026.

WHAT ARE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?

30. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through summary judgment, trial, and appeals, as well as the very substantial risks they would face in establishing liability and damages, particularly given the added difficulty (and additional expense) of auditor liability cases. Lead Plaintiff would have also faced significant hurdles in proving "loss causation"—that the alleged misstatements were the cause of investors' losses—and in proving damages with respect to at least some of the alleged corrective disclosures. For example, Defendants have argued that at least eighteen of the nineteen alleged corrective disclosures are not corrective of what Lead Plaintiff argues are the misstatements, which could materially impact recoverable damages.

31. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$34,000,000 cash, as compared to the risk that the claims in the Action would produce a smaller recovery, or no recovery, after summary judgment, trial, and appeals, possibly years in the future.

32. Defendants have denied the claims asserted against them in the Action and deny that the Settlement Class was harmed or suffered any damages as a result of the conduct alleged in the Action. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

33. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiff nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

34. As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

35. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?," below.

36. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, the Released Plaintiff Parties (as defined in ¶ 42 below) will have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every Released Claim covered by the Class's Release (as defined in ¶ 37 below) against Defendants and the other Released Defendants Parties (as defined in ¶ 38 below), and will forever be barred and enjoined from asserting, commencing, instituting, prosecuting, continuing to prosecute, or maintaining in any court of law or equity, arbitration tribunal, or administrative forum any and all of the claims covered by the Class's Release against any of the Released Defendants Parties, whether or not such Class Member executes and delivers the Proof of Claim or shares in the Net Settlement Fund.

37. The "Class's Release" means the broadest possible releases and covenants not to sue the Released Defendants Parties (as defined below) as to any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgment matters, issues, claims, duties, obligations, actions, sums of money, contracts, agreements, promises, judgments, and causes of action of every nature and description whatsoever, in law, equity, or otherwise, whether known or unknown, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule or regulation, and whether direct, representative, class, or individual in nature, that were asserted in the Action or could have been asserted by Lead Plaintiff or any other member of the Class in the Action or any other court or forum, that concern, are based on, arise out of, or are in connection with both or either of (a) the purchase (or other acquisition), sale, ownership, voting, holding, redemption, or decision not to redeem SCANA securities during the Class Period or (b) the acts, facts, matters, occurrences, disclosures, filings, representations, statements, or omissions that were or could have been alleged or asserted by the Plaintiff or the Class in the action. The release shall include a waiver of any rights under California Civil Code § 1542 and any similar provisions. The release shall not include claims to enforce the Settlement.

38. “Released Defendants Parties” means (i) each Defendant, and (ii) each of their respective affiliates, past and present general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, underwriters, representatives, insurers, reinsurers, trustees, trustors, agents, attorneys, professionals, parents, subsidiaries, related entities, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.

39. “Unknown Claims” means any Released Claims which (i) any Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, or (ii) any Defendant or any other Released Defendants Parties does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, in each case, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other Released Defendants Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil 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.

40. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants and each of the other Released Defendants Parties, on behalf of themselves, and their respective heirs, executors, administrators, trustees, predecessors, successors, and assigns in their capacities as such only, will have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every claim covered by Defendants’ Release (as defined in ¶ 38 below) against Lead Plaintiff and the other Released Plaintiff Parties (as defined in ¶ 39 below), and will forever be barred and enjoined from prosecuting any or all of the claims covered by the Defendants’ Release against any of the Released Plaintiff Parties.

41. The “Defendants’ Release” means the broadest possible releases and covenants not to sue the Released Plaintiff Parties (as defined below) as to any and all rights liabilities, suits, debts, obligations, demands, damages, losses, judgment matters, issues, claims, duties, obligations, actions, sums of money, contracts, agreements, promises, judgments, and causes of action of every nature and description whatso-ever, in law, equity, or otherwise, whether known or unknown, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule or regulation, and whether direct, representative, class, or individual in nature that have been asserted, could have been asserted, or could be asserted in the future in any court or forum against Released Plaintiff Parties that concern the institution, prosecution, litigation, or settlement of the claims asserted against Defendants in the Action. The release shall not include claims to enforce the Settlement

42. “Released Plaintiff Parties” means (i) Plaintiff, Plaintiff’s counsel, and each of their respective affiliates, past and present general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, underwriters, representatives, insurers, reinsurers, trustees, trustors, agents, attorneys, professionals, parents, subsidiaries, related entities, affiliates, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such, and (ii) all Class Members in their capacities as Class Members, on behalf of themselves, and their respective heirs, executors, administrators, trustees, predecessors, successors, assigns, employees, associates, insurers, co-insurers, reinsurers, spouses, trustees, general or limited partnerships, limited liability companies, members, stockholders, underwriters, personal or legal advisors or representatives, estates, or other individuals or entities in which they have a controlling interest or which is related or affiliated with them, any members of their Immediate Families, or any trusts for which any of them are trustees, settlors, or beneficiaries, and the predecessors, successors, administrators and assigns of each of the foregoing, in their capacities as such.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

43. To be eligible for a payment from the Settlement, you must be a member of the Settlement Class and either (1) had an eligible claim in the settlement against SCANA in *In re: SCANA Corporation Securities Litigation*, Case No. 3:17-cv-02616 (D.S.C.) (“*SCANA I*”), or (2) timely complete and return the Claim Form with adequate supporting documentation postmarked or submitted electronically no later than April 16, 2026. If you submitted a claim in *SCANA I* and do not wish to exclude yourself from the class, you do not need to do anything; your claim will be processed automatically under the terms of the plan of allocation set forth in ¶ 57-79. If you are uncertain whether you submitted a claim in *SCANA I*, you can call or email the Claims Administrator at 877-768-7047 or info@deloittescanasecuritieslitigation.com.

44. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, www.deloittescanasecuritieslitigation.com. You may also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at 877-768-7047 or by emailing the Claims Administrator at info@deloittescanasecuritieslitigation.com. Please retain all records of your ownership of and transactions in SCANA common stock, as they will be needed to document your Claim. The Parties and Claims Administrator do not have information about your transactions in SCANA common stock.

45. If you request exclusion from the Settlement Class, did not have an eligible claim in *SCANA I*, or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

46. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

47. Pursuant to the Settlement, Defendants have agreed to pay or caused to be paid a total of \$34,000,000 cash.

48. The “Settlement Amount”, plus any interest earned thereon, is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund as well as accrued interest thereon less (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

49. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

50. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the plan of allocation.

51. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

52. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form on or before April 16, 2026, or did not have an eligible claim in *SCANA I* shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a member of the Settlement Class and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the claims covered by the Class’s Release (as defined in ¶ 37 above) against the Released Defendants Parties (as defined in ¶ 38 above) and will be barred and enjoined from prosecuting any of the claims covered by the Class’s Release against any of the Released Defendants Parties whether or not such Class Member submits a Claim Form.

53. Participants in, and beneficiaries of, a SCANA employee benefit plan covered by ERISA (“ERISA Plan”) should NOT include any information relating to their transactions in SCANA common stock held through the ERISA Plan in any Claim Form that they submit in this Action. They should include ONLY those shares that they purchased or acquired outside of the ERISA Plan. Claims based on any ERISA Plan’s purchases or acquisitions of SCANA common stock during the Class Period may be made by the plan’s trustees.

54. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

55. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

56. Only Settlement Class Members, i.e., persons and entities who purchased or otherwise acquired publicly traded SCANA common stock during the Class Period and were damaged as a result of such purchases or acquisitions, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible for a payment and should not submit Claim Forms. The only security that is included in the Settlement is publicly traded SCANA common stock.

PROPOSED PLAN OF ALLOCATION

57. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those Settlement Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

58. In developing the Plan of Allocation, Lead Plaintiff's damages expert calculated the estimated amount of artificial inflation in the per share closing price of publicly traded SCANA common stock which allegedly was proximately caused by Defendants' alleged materially false and misleading statements and omissions.

59. In calculating the estimated artificial inflation, Lead Plaintiff's damages expert considered price changes in publicly traded SCANA common stock in reaction to certain public announcements allegedly revealing the truth concerning Defendants' alleged misrepresentations and omissions, adjusting for price changes that were attributable to market or industry forces. The estimated artificial inflation in publicly traded SCANA common stock is stated in Table A attached to the end of this Notice.

60. In order to have recoverable damages in the Action, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of SCANA common stock. In this case, Lead Plaintiff alleges that Defendants made false and misleading statements and omitted material facts during the Class Period (from February 26, 2016 through December 20, 2017, inclusive), which had the effect of artificially inflating the price of publicly traded SCANA common stock. Lead Plaintiff further alleges that corrective information was released to the market during the Class Period that partially removed the artificial inflation from the price of SCANA common stock on: December 27, and December 28, 2016; January 19, 2017; January 31, 2017²; February 14, 2017; February 17, 2017; March 22, to March 23, 2017; July 28, 2017; August 4, 2017; August 10, 2017; August 11, 2017; September 7, 2017; September 21, to September 22, 2017; September 27, 2017; September 29, 2017; October 19, 2017³; October 26, to October 27, 2017; October 31, 2017; November 24, 2017; and December 21, 2017.

61. Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the respective prices of SCANA common stock at the time of purchase or acquisition and at the time of sale or the difference between the actual purchase price and sale price. Accordingly, in order to have a Recognized Loss Amount under the Plan of Allocation, a Settlement Class Member who or which purchased or otherwise acquired publicly traded SCANA common stock prior to the first corrective disclosure, which occurred prior to the opening of the financial markets on December 27, 2016, must have held his, her, or its shares of SCANA common stock through at least the open of trading on December 27, 2016. A Settlement Class Member who or which purchased or otherwise acquired publicly traded SCANA common stock from December 27, 2016 through and including the close of trading

² For purposes of this Plan of Allocation, the Claims Administrator will assume that, without any documentation of a time stamp, any shares purchased/acquired or sold on January 31, 2017 occurred after the allegedly corrective information was absorbed by the market. If a Claimant provides documentation with the time stamp for the trade, any trade made prior to 1:22 PM Eastern time will be considered as having occurred before the information was disclosed to the market, and any trade at or after 1:22 PM Eastern time will be considered to have occurred after the information was disclosed to the market.

³ For purposes of this Plan of Allocation, the Claims Administrator will assume that, without any documentation of a time stamp, any shares purchased/acquired or sold on October 19, 2017 at any price less than \$48.97 per share occurred after the allegedly corrective information was absorbed by the market, and that any shares purchased/acquired or sold on October 19, 2017 at any price equal to or greater than \$48.97 per share occurred before the allegedly corrective information was absorbed by the market. If a Claimant provides documentation with the time stamp for the trade, any trade made prior to 1:09 PM Eastern time will be considered as having occurred before the information was disclosed to the market, and any trade at or after 1:09 PM Eastern time will be considered to have occurred after the information was disclosed to the market.

on December 20, 2017, must have held those shares through at least one of the later dates where new corrective information was released to the market and partially removed the artificial inflation from the price of SCANA common stock.

62. It is also alleged that Defendants' alleged misrepresentations resulted in additional artificial inflation entering the price of SCANA common stock on September 2, 2016; February 15, 2017; July 31, and August 1, 2017; August 14, 2017; and November 9, 2017.

CALCULATION OF RECOGNIZED LOSS AMOUNTS AND RECOGNIZED GAIN AMOUNTS

63. Based on the formula stated below, a "Recognized Loss Amount" or "Recognized Gain Amount" will be calculated for each purchase or acquisition of publicly traded SCANA common stock during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount or Recognized Gain Amount calculates to a negative number or zero under the formula below, that number will be zero.

64. For each share of publicly traded SCANA common stock purchased or otherwise acquired during the period from February 26, 2016 through and including the close of trading on December 20, 2017, and:

- (i) Sold before September 2, 2016, the Recognized Gain Amount will be \$0.00;
- (ii) Sold before December 27, 2016 the Recognized Loss Amount will be \$0.00;
- (iii) Sold at a loss⁴ from December 27, 2016 through and including December 20, 2017, a Recognized Loss Amount will be calculated, which will be the lesser of: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A minus the amount of artificial inflation per share on the date of sale as stated in Table A; or (ii) the purchase/acquisition price minus the sale price;
- (iv) Sold for a gain⁵ from September 2, 2016 through and including December 20, 2017, a Recognized Gain Amount will be calculated, which will be the lesser of: (i) the amount of artificial inflation per share on the date of sale as stated in Table A minus the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A; or (ii) the sale price minus the purchase/acquisition price;
- (v) Sold from December 21, 2017 through and including the close of trading on March 20, 2018, a Recognized Loss Amount will be calculated, which will be the least of: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A; (ii) the purchase/acquisition price minus the average closing price between December 21, 2017 and the date of sale as stated in Table B attached to the end of this Notice; or (iii) the purchase/acquisition price minus the sale price; or
- (vi) Held as of the close of trading on March 20, 2018, a Recognized Loss Amount will be calculated, which will be the lesser of: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A; or (ii) the purchase/acquisition price minus \$40.29.⁶

ADDITIONAL PROVISIONS

65. **Calculation of Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated in ¶ 64 above minus the sum of his, her, or its Recognized Gain Amounts as calculated in ¶ 64 above. If a Recognized Claim calculates to a negative number or zero, that number will be zero.

⁴ "Sold at a loss" means the purchase/acquisition price is greater than the sale price.

⁵ "Sold for a gain" means the purchase/acquisition price is less than or equal to the sale price.

⁶ Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of SCANA common stock during the "90-day look-back period," December 21, 2017 through and including March 20, 2018. The mean (average) closing price for SCANA common stock during this 90-day look-back period was \$40.29.

66. **FIFO Matching:** If a Settlement Class Member made more than one purchase/acquisition or sale of SCANA common stock during the Class Period, all purchases/acquisitions and sales will be matched on a First In, First Out (“FIFO”) basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

67. **Purchase/Sale Prices:** For the purposes of calculations in ¶ 64 above, “purchase/acquisition price” means the actual price paid, excluding any fees, commissions, and taxes, and “sale price” means the actual amount received, not deducting any fees, commissions, and taxes.

68. **Purchase/Sale Dates:** Purchases or acquisitions and sales of SCANA 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 Claimant’s Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of SCANA common stock unless (i) the donor or decedent purchased or otherwise acquired or sold such SCANA common stock during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to shares of such shares of SCANA common stock.

69. **Short Sales:** The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the SCANA common stock. The date of a “short sale” is deemed to be the date of sale of the SCANA common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” and the purchases covering “short sales” is zero.

70. In the event that a Claimant has an opening short position in SCANA common stock, the earliest purchases or acquisitions of SCANA common stock during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

71. **Common Stock Purchased/Sold Through the Exercise of Options:** Option contracts are not securities eligible to participate in the Settlement. With respect to SCANA common stock purchased or sold through the exercise of an option, the purchase/sale date of the security is the exercise date of the option and the purchase/sale price is the exercise price of the option.

72. **Market Gains and Losses:** The Claims Administrator will determine if the Claimant had a “Market Gain” or a “Market Loss” with respect to his, her, or its overall transactions in publicly traded SCANA common stock during the Class Period. For purposes of making this calculation, the Claims Administrator will determine the difference between (i) the Claimant’s Total Purchase Amount⁷ and (ii) the sum of the Claimant’s Total Sales Proceeds⁸ and the Claimant’s Holding Value.⁹ If the Claimant’s Total Purchase Amount minus the sum of the Claimant’s Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant’s Market Loss; if the number is a negative number or zero, that number will be the Claimant’s Market Gain.

73. If a Claimant had a Market Gain with respect to his, her, or its overall transactions in publicly traded SCANA common stock during the Class Period, the value of the Claimant’s Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to his, her, or its overall transactions in publicly traded SCANA common stock during the Class Period but that Market Loss was less than the Claimant’s Recognized Claim, then the Claimant’s Recognized Claim will be limited to the amount of the Market Loss.

74. **Determination of Distribution Amount:** If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant will receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share will be the Authorized Claimant’s Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

⁷ The “Total Purchase Amount” is the total amount the Claimant paid (excluding any fees, commissions, and taxes) for all shares of publicly traded SCANA common stock purchased/acquired during the Class Period.

⁸ The Claims Administrator will match any sales of publicly traded SCANA common stock during the Class Period first against the Claimant’s opening position in SCANA common stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (not deducting any fees, commissions, and taxes) for sales of the remaining shares of publicly traded SCANA common stock sold during the Class Period is the “Total Sales Proceeds.”

⁹ The Claims Administrator will ascribe a “Holding Value” of \$37.39 to each share of publicly traded SCANA common stock purchased/acquired during the Class Period that was still held as of the close of trading on December 20, 2017.

75. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

76. No cash payments for less than \$10.00 will be made in the initial distribution of the Net Settlement Fund.

77. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks (and, as applicable, claim their Class Settlement Shares). To the extent any monies (and/or Class Settlement Shares) remain in the Net Settlement Fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a redistribution of the funds (and/or Class Settlement Shares) remaining after payment of any Taxes and unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions (and claimed their initial Class Settlement Shares), in an equitable and economical manner. Additional re-distributions to Authorized Claimants who have cashed their prior checks (and claimed their prior Class Settlement Shares) may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional Taxes, fees, and expenses incurred in administering the Settlement, including for such redistributions, would be cost-effective. At such time as it is determined that the re-distribution of funds and/or Class Settlement Shares remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

78. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Authorized Claimants. No person or entity shall have any claim against Lead Plaintiff, Plaintiff's Counsel, Lead Plaintiff's damages or consulting experts, Defendants, Defendants' Counsel, or any of the other Released Plaintiff Parties or Released Defendants Parties, or the Claims Administrator or other agent designated by Lead 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. Lead Plaintiff, Defendants, and all other Released Defendants 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 Claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

79. The Plan of Allocation stated herein is the plan that is being proposed to the Court for its approval by Lead Plaintiff after consultation with its damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.deloittescanasecuritieslitigation.com.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

80. Plaintiff's Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiff's Counsel been paid for their litigation expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiff's Counsel in an amount not to exceed 33.33% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for payment of Litigation Expenses incurred by Plaintiff's Counsel in an amount not to exceed \$6,040,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class, pursuant to the PSLRA. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?

81. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed Deloitte SCANA Securities Litigation, EXCLUSIONS, c/o Epiq, P.O. Box 2299, Portland, OR 97208-2299. The Request for Exclusion must be **received no later than February 5, 2026**. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity "requests exclusion from the

Settlement Class in *International Brotherhood of Electrical Workers Local 98 Pension Fund v. Deloitte & Touche LLP*, Civil Action No. 3:19-cv-03304-JDA"; (iii) state the number of shares of publicly traded SCANA common stock that the person or entity requesting exclusion (A) owned as of the opening of trading on February 26, 2016 and (B) purchased/acquired and/or sold during the Class Period (i.e., from February 26, 2016 through December 20, 2017, inclusive), as well as the dates, number of shares, and prices of each such purchase/acquisition and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion that does not provide all the information called for in this paragraph or is not received within the time stated above will be invalid and will not be allowed. Lead Counsel may request that the person or entity requesting exclusion submit documentation sufficient to prove his, her, or its holdings and trading in SCANA common stock as called for above.

82. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any claims covered by the Class's Release against any of the Released Defendants Parties.

83. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

84. Deloitte has the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiff and Defendants.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

85. **Settlement Class Members do not need to attend the Settlement Fairness Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Fairness Hearing.** Please Note: The date and time of the Settlement Fairness Hearing may change without further written notice to the Settlement Class. You should monitor the Court's docket and the Settlement website, www.deloittescanasecuritieslitigation.com, before making plans to attend the Settlement Fairness Hearing. You may also confirm the date and time of the Settlement Fairness Hearing by contacting Lead Counsel.

86. The Settlement Fairness Hearing will be held on **February 26, 2026 at 10:00 a.m.**, before the Honorable Jacquelyn D. Austin at the United States District Court for the District of South Carolina, Courtroom 6200 of the Carroll A. Campbell, Jr. U.S. Courthouse, 250 East North Street, Greenville, SC 29601, to determine, among other things, (i) whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be finally approved by the Court; (ii) whether the Action should be dismissed with prejudice against Defendants and the Releases specified and described in the Stipulation (and in this Notice) should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; (iv) whether Lead Counsel's application for an award of attorneys' fees and Litigation Expenses should be approved; and (v) any other matters that may properly be brought before the Court in connection with the Settlement. The Court reserves the right to certify the Settlement Class; approve the Settlement, the Plan of Allocation, and Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses; and/or consider any other matter related to the Settlement at or after the Settlement Fairness Hearing without further notice to the members of the Settlement Class.

87. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the District of South Carolina (Greenville Division) at the address set forth below **on or before February 5, 2026**. You must also serve the papers on Lead Counsel and on designated representative counsel for Defendants at the addresses set forth below so that the papers are **received on or before February 5, 2026**.

Clerk's Office	Lead Counsel	Representative Counsel for Defendants
United States District Court District of South Carolina (Greenville Division) Clerk of the Court Carroll A. Campbell, Jr. U.S. Courthouse 250 East North Street Greenville, SC 29601	Cohen Milstein Sellers & Toll PLLC Laura H. Posner 88 Pine Street, 14th Floor New York, NY 10005	Milbank LLP Jed M. Schwartz 55 Hudson Yards New York, NY 10001

88. Any objection must clearly identify the case name and action number, *International Brotherhood of Electrical Workers Local 98 Pension Fund v. Deloitte & Touche LLP*, Civil Action No. 3:19-cv-03304-JDA, and it must (i) state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (ii) state with specificity the grounds for the Settlement Class Member's objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (iii) include documents sufficient to prove membership in the Settlement Class, including documents showing the number of shares of publicly traded SCANA common stock that the objecting Settlement Class Member (A) owned as of the opening of trading on February 26, 2016 and (B) purchased/acquired and/or sold during the Class Period (i.e., from February 26, 2016 through December 20, 2017, inclusive), as well as the dates, number of shares, and prices of each such purchase/acquisition and sale. Documentation establishing membership in the Settlement Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement. You may not object to the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

89. You may file a written objection without having to appear at the Settlement Fairness Hearing. You may not, however, appear at the Settlement Fairness Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

90. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses, assuming you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and on designated representative counsel for Defendants at the addresses set forth in ¶ 87 above so that it is **received on or before February 5, 2026**. Persons who intend to object and desire to present evidence at the Settlement Fairness Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

91. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Fairness Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 87 above so that the notice is **received on or before February 5, 2026**.

92. The Settlement Fairness Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Fairness Hearing, you should confirm the date and time with Lead Counsel.

93. **Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Fairness Hearing or take any other action to indicate their approval.**

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

94. PLEASE NOTE THAT THIS PORTION IS ONLY APPLICABLE FOR BENEFICIAL OWNERS WHO YOU DID NOT ALREADY PROVIDE MAILING INFORMATION FOR DURING THE ADMINISTRATION OF *SCANA I*. BENEFICIAL OWNERS WHO WERE ALREADY PROVIDED AS PART OF *SCANA I* SHOULD NOT BE PROVIDED AGAIN. REIMBURSEMENT MAY NOT BE PROVIDED IF DUPLICATIVE BENEFICIAL OWNER INFORMATION IS PROVIDED. If you purchased or otherwise acquired any shares of publicly traded SCANA common stock during the period from February 26, 2016 through December 20, 2017, inclusive, for the beneficial interest of persons or organizations other than yourself, you must either (i) within seven (7) calendar days of receipt of this Notice (via publishing, posting, or otherwise), request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice (via publishing, posting, or otherwise), provide a list of the names, addresses, and email addresses (if available) of all such beneficial owners to Deloitte SCANA Securities Litigation, c/o Epiq, PO Box 2299, Portland, OR 97208-2299. If you choose the second option, the Claims Administrator will send a copy of the Notice Packet to the beneficial owners. Upon full 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. Copies of this Notice and the Claim Form may also be obtained from the Settlement website, www.deloittescanasecuritieslitigation.com, by calling the Claims Administrator toll-free at 877-768-7047, or by emailing the Claims Administrator at info@deloittescanasecuritieslitigation.com.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

95. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the District of South Carolina (Greenville Division), Carroll A. Campbell, Jr. Courthouse, 250 East North Street, Columbia, SC 29601. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the Settlement website, <http://www.deloittescanasecuritieslitigation.com>.

All inquiries concerning this Notice and the Claim Form should be directed to:

Deloitte SCANA Securities Litigation c/o Epiq
PO Box 2299
Portland, OR 97208-2299
877-768-7047
info@deloittescanasecuritieslitigation.com
www.deloittescanasecuritieslitigation.com

Laura H. Posner
Cohen Milstein Sellers & Toll PLLC
88 Pine Street, 14th Floor
New York, NY 10005
202-408-3605
deloittescanasettlement@cohenmilstein.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: December 19, 2025

By Order of the Court
United States District Court
District of South Carolina
(Greenville Division)

TABLE A

**Estimated Artificial Inflation with Respect to Transactions In Publicly Traded SCANA
Common Stock from February 26, 2016 through and including December 20, 2017**

Date Range	Artificial Inflation Per Share
February 26, 2016 - September 1, 2016	\$25.71
September 2, 2016 - December 26, 2016	\$26.42
December 27, 2016	\$26.09
December 28, 2016 - January 18, 2017	\$25.22
January 19, 2017 - January 31, 2017 prior to 1:22 PM	\$24.48
January 31, 2017 at or after 1:22 PM - February 13, 2017	\$23.88
February 14, 2017	\$21.20
February 15, 2017 - February 16, 2017	\$22.02
February 17, 2017 - March 21, 2017	\$20.29
March 22, 2017	\$19.49
March 23, 2017 - July 27, 2017	\$18.63
July 28, 2017 - July 30, 2017	\$14.33
July 31, 2017	\$17.22
August 1, 2017 - August 3, 2017	\$20.13
August 4, 2017 - August 9, 2017	\$18.78
August 10, 2017	\$17.88
August 11, 2017 - August 13, 2017	\$17.01
August 14, 2017 - September 6, 2017	\$17.81
September 7, 2017 - September 20, 2017	\$16.91
September 21, 2017	\$16.41
September 22, 2017 - September 26, 2017	\$14.91
September 27, 2017 - September 28, 2017	\$11.31
September 29, 2017 – October 19, 2017 prior to 1:09 PM EST	\$8.88
October 19, 2017 at or after 1:09 PM EST – October 25, 2017	\$8.00
October 26, 2017	\$8.32
October 27, 2017 - October 30, 2017	\$6.69
October 31, 2017 - November 8, 2017	\$3.94
November 9, 2017 - November 23, 2017	\$5.37
November 24, 2017 - December 20, 2017	\$3.71

TABLE B

90-Day Look-Back Table for Publicly Traded SCANA Common Stock
(Closing Price and Average Closing Price: December 21, 2017 – March 20, 2018)

Date	Closing Price	Average Closing Price Between December 21, 2017 and Date Shown	Date	Closing Price	Average Closing Price Between December 21, 2017 and Date Shown
12/21/2017	\$37.39	\$37.39	2/6/2018	\$37.62	\$41.77
12/22/2017	\$39.01	\$38.20	2/7/2018	\$36.66	\$41.61
12/26/2017	\$39.09	\$38.50	2/8/2018	\$35.60	\$41.43
12/27/2017	\$39.48	\$38.74	2/9/2018	\$36.30	\$41.28
12/28/2017	\$39.72	\$38.94	2/12/2018	\$35.66	\$41.11
12/29/2017	\$39.78	\$39.08	2/13/2018	\$36.02	\$40.97
1/2/2018	\$38.87	\$39.05	2/14/2018	\$36.48	\$40.85
1/3/2018	\$47.65	\$40.12	2/15/2018	\$37.21	\$40.76
1/4/2018	\$46.33	\$40.81	2/16/2018	\$37.71	\$40.68
1/5/2018	\$45.02	\$41.23	2/20/2018	\$36.94	\$40.58
1/8/2018	\$45.52	\$41.62	2/21/2018	\$36.29	\$40.48
1/9/2018	\$44.80	\$41.89	2/22/2018	\$39.93	\$40.47
1/10/2018	\$44.26	\$42.07	2/23/2018	\$39.29	\$40.44
1/11/2018	\$44.51	\$42.25	2/26/2018	\$39.98	\$40.43
1/12/2018	\$44.05	\$42.37	2/27/2018	\$39.93	\$40.42
1/16/2018	\$42.31	\$42.36	2/28/2018	\$39.67	\$40.40
1/17/2018	\$42.53	\$42.37	3/1/2018	\$39.76	\$40.39
1/18/2018	\$42.47	\$42.38	3/2/2018	\$39.65	\$40.37
1/19/2018	\$43.35	\$42.43	3/5/2018	\$40.73	\$40.38
1/22/2018	\$43.36	\$42.48	3/6/2018	\$40.96	\$40.39
1/23/2018	\$41.16	\$42.41	3/7/2018	\$41.64	\$40.42
1/24/2018	\$40.72	\$42.34	3/8/2018	\$41.20	\$40.43
1/25/2018	\$42.00	\$42.32	3/9/2018	\$39.13	\$40.41
1/26/2018	\$43.43	\$42.37	3/12/2018	\$39.08	\$40.38
1/29/2018	\$43.31	\$42.40	3/13/2018	\$39.00	\$40.36
1/30/2018	\$40.74	\$42.34	3/14/2018	\$39.42	\$40.34
1/31/2018	\$40.64	\$42.28	3/15/2018	\$40.38	\$40.34
2/1/2018	\$39.07	\$42.16	3/16/2018	\$40.21	\$40.34
2/2/2018	\$39.17	\$42.06	3/19/2018	\$39.12	\$40.32
2/5/2018	\$37.44	\$41.91	3/20/2018	\$38.68	\$40.29