STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FOURTEENTH JUDICIAL
COUNTY OF HAMPTON	)	CIRCUIT
	)	
Jessica S. Cook, Corrin F. Bowers & Son, Cyril B. Rush, Jr., Bobby Bostick, Kyle Cook, Donna Jenkins, Chris Kolbe, and Ruth Ann Keffer, on behalf of themselves and all others similarly situated,	)	CASE NO. 2017-CP-25-348
Plaintiffs,	)	
v.	)	
South Carolina Public Service Authority, an Agency of the State of South Carolina (also known as Santee Cooper); W. Leighton Lord, III, in his capacity as chairman and director of the South Carolina Public Service Authority; William A. Finn, in his capacity as director of the South Carolina Public Service Authority; Barry Wynn, in his capacity as director of the South Carolina Public Service Authority; Kristofer Clark, in his capacity as director of the South Carolina Public Service Authority; Merrell W. Floyd, in his capacity as director of the South Carolina Public Service Authority; J. Calhoun Land, IV, in his capacity as director of the South Carolina Public Service Authority; Stephen H. Mudge, in his capacity as director of the South Carolina Public Service Authority; Peggy H. Pinnell, in her capacity as director of the South Carolina Public Service Authority; Dan J. Ray, in his capacity as director of the South Carolina Public Service Authority; David F. Singleton, in his capacity as director of the South Carolina Public Service Authority; Jack F. Wolfe, Jr. , in his capacity as director of the South Carolina Public Service Authority; Central Electric Cooperative, Inc.; Palmetto Electric Cooperative, Inc.; South Carolina Electric & Gas Company; and SCANA Corporation.	)	**SUMMONS**

)
Defendants.)

TO THE ABOVE-NAMED DEFENDANTS

YOU ARE HEREBY SUMMONED and required to answer the Fourth Amended Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your Answeron the subscribed at this office, Post Office Box 685, Hampton, South Carolina 29924 within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in the Complaint.

SPEIGHTS & SOLOMONS

s/ Daniel A. Speights
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ATTORNEYS FOR PLAINTIFFS

Dated: March 27, 2018

Hampton, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON	))))	IN THE COURT OF COMMON PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT CASE NO. 2017-CP-25-348
Jessica S. Cook, Corrin F. Bowers & Son, Cyril B. Rush, Jr., Bobby Bostick, Kyle Cook, Donna Jenkins, Chris Kolbe, and Ruth Ann Keffer, on behalf of themselves and all others similarly situated, Plaintiffs, v. South Carolina Public Service Authority, an Agency of the State of South Carolina (also known as Santee Cooper); W. Leighton Lord, III, in his capacity as chairman and director of the South Carolina Public Service Authority; William A. Finn, in his capacity as director of the South Carolina Public Service Authority; Barry Wynn, in his capacity as director of the South Carolina Public Service Authority; Kristofer Clark, in his capacity as director of the South Carolina Public Service Authority; Merrell W. Floyd, in his capacity as director of the South Carolina Public Service Authority; J. Calhoun Land, IV, in his capacity as director of the South Carolina Public Service Authority; Stephen H. Mudge, in his capacity as director of the South Carolina Public Service Authority; Peggy H. Pinnell, in her capacity as director of the South Carolina Public Service Authority; Dan J. Ray, in his capacity as director of the South Carolina Public Service Authority; David F. Singleton, in his capacity as director of the South Carolina Public Service Authority; Jack F. Wolfe, Jr. , in his capacity as director of the South Carolina Public Service Authority; Central Electric Cooperative, Inc.; Palmetto Electric Cooperative, Inc.; South Carolina Electric & Gas Company; and SCANA Corporation.	)	**FOURTH AMENDED CLASS ACTION COMPLAINT**

)
Defendants.)

PARTIES AND JURISDICTION

1. Plaintiff Jessica Cook is a resident of Hampton County and owns property in Hampton County. Mrs. Cook purchases her power directly from Defendant Palmetto Electric Cooperative, Inc. ("Palmetto").

2. Plaintiff Corrin F. Bowers & Son is a resident of Hampton County and owns property in Hampton County. Corrin F. Bowers & Son purchases its power directly from Edisto Electric Cooperative, Inc.

3. Plaintiff Cyril B. Rush, Jr. is a resident of Richland County and owns property in Clarendon County. Mr. Rush purchases his power for his Clarendon County property directly from Santee Electric Cooperative, Inc.

4. Plaintiff Bobby Bostick is a resident of Charleston County and owns property in Charleston County. Mr. Bostick purchases his power directly from Berkeley Electric Cooperative, Inc.

5. Plaintiff Kyle Cook is a resident of Aiken County and owns property in Aiken County. Mr. Cook purchases his power directly from Aiken Electric Cooperative, Inc.

6. Plaintiff Donna Jenkins is a resident of York County and owns property in York County. Mrs. Jenkins purchases her power directly from York Electric Cooperative, Inc.

7. Plaintiffs Chris Kolbe and Ruth Ann Keffer are citizens and residents of Horry County, South Carolina. Mr. Kolbe and Mrs. Keffer purchase their power directly from Santee Cooper.

8. Defendant South Carolina Public Service Authority (also known as Santee Cooper) ("Santee Cooper") is state agency and public power utility created by the South Carolina General Assembly in 1934. Under current law, Santee Cooper "is a corporation owned completely by the people of the State" for a "public purpose" and is operated "for the benefit of the all the people of the State." Santee Cooper has its principal place of business in South Carolina and is engaged in the business of, among other things, the direct sale and transmission of electric power to retail customers in Berkeley, Georgetown, and Horry counties, and to Defendant Central Electric Power Cooperative, Inc., which in turn sells power to the state's 20 distribution cooperatives (collectively the "Distribution Cooperatives").

9. Defendants W. Leighton Lord, III, William A. Finn, Barry Wynn, Kristofer Clark, Merrell W. Floyd, J. Calhoun Land, IV, Stephen H. Mudge, Peggy H. Pinnell, Dan J. Ray, David F. Singleton, and Jack F. Wolfe, Jr. are current and/or former members of the Santee Cooper board of directors involved in the decisions and conduct at issue in this case. Members of Santee Cooper's board of directors are referred to collectively herein as the "Board."

10. Defendant Central Electric Power Cooperative, Inc. ("Central") is a South Carolina corporation with its principal place of business in Columbia, South Carolina. Central conducts business in all 46 counties of South Carolina, including Hampton County.

11. Defendant Palmetto Electric Cooperative, Inc. ("Palmetto") is a South Carolina corporation operating and owning property in Hampton County, South Carolina.

12. Palmetto is one of 20 Distribution Cooperatives. Collectively, the Distribution Cooperatives sell power to customers in all 46 counties in the state.

13. Defendant South Carolina Electric & Gas Company ("SCE&G") is a wholly owned and controlled subsidiary of Defendant SCANA Corporation ("SCANA"), has its

principal place of business in South Carolina, and is engaged in the business of, among other things, the generation of electric power. SCE&G regularly conducts business and owns property in Hampton County.

14. Defendant SCANA has its principal place of business in South Carolina and is engaged in the business of holding several utility assets, including SCE&G. SCANA and SCE&G control the assets of SCE&G in Hampton County for the benefit of SCANA.

15. Defendants are in the business of providing electric service to customers throughout South Carolina. The service that is the subject of this Amended Complaint is provided and the contracts are performed, in whole or in part, in Hampton County.

16. The above-named Plaintiffs are collectively referred to herein as "Plaintiffs." All Plaintiffs receive their power from Santee Cooper, either directly or through Central and one of the Distribution Cooperatives. Jessica Cook, Corrin F. Bowers & Son, Rush, Bostick, Kyle Cook, and Donna Jenkins are collectively referred to herein as the "indirect Plaintiffs." Plaintiffs Kolbe and Keffer are as collectively referred to herein as the "direct Plaintiffs."

17. This Court has jurisdiction over this matter, and venue for this action is appropriate.

SUBSTANTIVE ALLEGATIONS

18. The filing of this action was prompted by Santee Cooper's and SCE&G's July 31, 2017 decision to abandon construction of two new nuclear reactors (Unit 2 and Unit 3) at the V.C. Summer facility in Fairfield County, South Carolina (the "Project").

19. Santee Cooper is South Carolina's largest producer of electricity. SCE&G is South Carolina's second largest producer of electricity.

20. Santee Cooper distributes its power to all 46 counties, and the majority of the power is sold through a network of Central and the Distribution Cooperatives. The remaining power is

sold directly to customers, including the direct Plaintiffs. The indirect Plaintiffs purchase their power indirectly from Santee Cooper through Central and the Distribution Cooperatives.

21. Sometime before 2007, Santee Cooper began discussions with SCANA and SCE&G to partner in constructing the Project.

22. Santee Cooper and SCE&G became partners in and co-owners of the now abandoned Project. Santee Cooper is a 45 percent partner, and SCE&G is a 55 percent partner. SCE&G is also the Project's "operator" pursuant to contract with Santee Cooper, whereby SCE&G voluntarily assumed certain management and oversight roles with respect to the Project. Santee Cooper would be informed of all developments, and all of the Defendants retained the ability to provide input and oversight.

23. Upon information and belief, Santee Cooper's involvement in the pre-construction, construction, and post-construction phases of the Project was a material and necessary element of SCE&G's decision to move forward with the Project. Following Santee Cooper's July 31, 2017 announcement that it would abandon the Project, SCE&G followed suit that same day by announcing its intention to abandon the Project as well.

24. The stated basis by Santee Cooper, SCANA, and SCE&G for the Project was to benefit customers with economical and reliable energy made necessary by what Santee Cooper, SCANA, and SCE&G stated to the public and authorities was a need for additional base load capacity.

25. In April 2007, after Santee Cooper, SCANA, and SCE&G had agreed and arranged to deviate from the historical and normal protocol and methods of charging customers for "used and useful" assets, Santee Cooper, SCANA, and SCE&G chose to expand the proposed scope of

the Project from one nuclear reactor to two. At the time of the expansion of the Project, there already existed questions of whether the additional load capacity was necessary.

26. In 2008, Santee Cooper and SCE&G signed an Engineering, Procurement, and Construction Contract ("EPC") with a consortium including lead contractor Westinghouse Electric Company, LLC ("Westinghouse"), a subsidiary of the Japanese firm Toshiba. The EPC called for Unit 2 to be completed in April 2016 and Unit 3 to be completed in January 2019 at a combined cost of approximately $12 billion.

27. In March 2008, federal licensing authorities were told that Santee Cooper, SCANA, and SCE&G would be given reports based on day-to-day monitoring of every aspect of the construction of the Project.

28. It was clear by 2010 that there was not the additional need for base load capacity, which had ostensibly been the underlying reason for the nuclear construction. The reduced projections for base load needs of the state were known or should have been known by all Defendants.

29. Stability in other sources of electrical power and developments in obtaining natural gas further eroded any basis to continue with the Project that was floundering to get off the ground. These facts also were known or should have been known by all Defendants. Yet no Defendant questioned proceeding, and no Defendant stopped the customers' funds from being funneled into an unnecessary and later abandoned Project.

30. Santee Cooper and SCE&G gave Westinghouse "full notice to proceed" under the EPC in 2012.

31. The Project was set in motion, and money flowing from Santee Cooper and its customers began to be spent on the materials and the construction including, but not limited to,

financing costs and expenses, despite the fact that no engineer ever sealed the design specifications for the AP-1000 design chosen for the nuclear reactors to be built.

32. From very early on, the Project contractors' promises proved to be entirely unrealistic and unfounded, and a litany of delays, cost overruns, and other setbacks ensued.

33. In an October 2015 amendment to the contract with Westinghouse, the parties negotiated a fixed price structure option to deal with the cost overruns and delays (the "Fixed Price Contract"). Santee Cooper's 2015 "Chairman and CEO Letter" stated: "The amended agreement also gives Santee Cooper and SCE&G more certainty on price and schedule going forward. This is good news for us and for our customers."

34. The Fixed Price Contract set new timelines for construction as follows: Unit 2 (August 31, 2019) and Unit 3 (August 31, 2020). The Fixed Price Contract capped total costs after June 30, 2015 at $6.082 billion, with Santee Cooper's 45 percent share being approximately $2.737 billion.

35. The costs overruns and delays continued unabated as a direct result of the Project's mismanagement. The following list provides an alarming (yet non-exhaustive) account of the Project's mismanagement:

a. Neither Santee Cooper nor SCE&G ever received from the Project contractors an "integrated project schedule" for the Project ("IPS"). An IPS is the master planning document needed to coordinate the materials, work, scheduling, and costs associated with such a large, complicated construction project. Despite making promises and assurances to the contrary, the Project contractors never possessed an IPS for the Project, which is remarkable given the size and cost of the Project. Without an IPS, the cost and scheduling projections were entirely speculative. (A far cry from Westinghouse's fixed estimate of $6.082 billion, current estimates put the cost to completion figure closer to $20 billion.) Despite the absence of the IPS, Santee Cooper and SCE&G approved various construction and financial agreements associated with the Project, charged increased rates attributable to the Project, and made positive and misleading public and private statements regarding the Project's progress and future.

b. As early as 2013, Santee Cooper and SCE&G were deeply concerned about cost overruns and design delays that put "potentially unrecoverable stress" on the originally promised schedule. The contractor's response was that Santee Cooper and SCE&G knew the AP-1000 reactors had never been built, and the details would be worked out during construction. Shockingly, the contractor in a 2014 letter demanded Santee Cooper and SCE&G keep these issues out of the public eye, writing disclosure would have a "decidedly negative effect on everyone involved in the project." SCE&G's CEO wrote the contractor stating, "I don't have to remind you that continuing delays and cost overruns are unacceptable form a public perspective and could have serious effects." Meanwhile, SCE&G's COO was telling Wall Street: "We hear about nuclear project's being over budget or costs being rampant. I want to reinforce that is not the case with this project."

c. In or around 2015, Santee Cooper and SCE&G hired Bechtel, the nation's largest construction and civil engineering firm, to audit the Project and provide input and recommendations. In a report dated February 2016, Bechtel issued its findings (the "Bechtel Report"). Among other things, the Bechtel Report sounded the alarm regarding the lack of an IPS, noted fundamental flaws in the Project's design, observed the contractor was not "commercially motivated" to finish the job, criticized SCE&G's performance as operator, highlighted waste and inefficiency in the supply and storage of expensive construction material, and lamented poor overall morale on the part of contractors and workers. Santee Cooper and SCE&G concealed and failed to produce the Bechtel Report to regulators, the Governor's Office, the General Assembly, the press, and other interested parties until in or around September 2017 after the Project's abandonment and only in the face of direct threats from Governor McMaster. Despite the Bechtel Report's findings, Santee Cooper and SCE&G entered into the Fixed Price Contract, incurred further financial commitments and obligations, continued to charge increased rates attributable to the Project, and continued to make positive and misleading public and private statements regarding the Project's progress and future.

d. E-mail correspondence between and amongst Santee Cooper, SCE&G, the Project's contractors, consultants, and other parties from 2013 through 2017 reveal significant strife, mistrust, and concern over transparency, mismanagement, and misrepresentations. The e-mails further reveal Santee Cooper's and SCE&G's concern that contractor bankruptcy filings were imminent years before they were ultimately filed. In fact, in June 2016, SCE&G hired bankruptcy attorneys to evaluate and plan for these filings. (Westinghouse ultimately filed for bankruptcy protection on March 29, 2017.) Despite these e-mail communications, Santee Cooper and SCE&G entered into the Fixed Price Contract, incurred further financial commitments and obligations, continued to charge increased rates attributable to the Project, and continued to make positive and misleading public and private statements regarding the Project's progress and future.

e. Santee Cooper and its Board, SCANA, and SCE&G were aware the Project contractors and others involved in the construction habitually utilized construction and engineering plans that had not been stamped and approved by South Carolina licensed professional engineers and other professionals. Notwithstanding knowledge of this issue, which is a crime in South Carolina and reckless from a sound planning and development perspective, Defendants allowed this conduct to continue or turned a blind eye to it. Not surprisingly, numerous design and engineering flaws emerged over the life of the failed Project, which delayed construction, increased costs, and presented major safety concerns.

f. Governor McMaster wrote to Santee Board Chairman Leighton Lord in late 2017: "We continue to learn of instances in which Santee Cooper was made aware of critical information regarding the design, engineering, and construction of V.C. Summer … [i]t is clear that under your leadership and direction, Santee Cooper has failed to cooperate as required by providing the information necessary to resolve this crisis." Lord ultimately resigned.

g. Central and Palmetto, as a Distribution Cooperative, were aware of the unnecessary nature of the Project and understood the base load needs of the state and the fact that the proposed project far exceeded any needs of their customers. It was not reasonable to begin the Project, even less reasonable to continue the project before ground was broken, and reckless to go along with a plan with as many problems as the Project contained.

36. Disturbingly, Central and Palmetto, as a Distribution Cooperative, had ample opportunity to discover and protect their customers from the waste and mismanagement at the Project. Yet Central and Palmetto did nothing on behalf of their customers despite possessing constructive and actual notice of the Project's failures.

37. The funding that Santee Cooper provided for the voluntarily abandoned Project came out of Plaintiffs' pockets, flowed upstream, and ended in one of two places—abandoned property in Fairfield County or in the SCANA shareholders' pockets. The payments toward the Project from both direct and indirect customers of Santee Cooper were in exchange for the promised benefit of economical and reliable power, but the payments have not produced a single benefit for any customer who receives its power from Santee Cooper.

38. Santee Cooper clearly knew from very early on that SCANA and SCE&G were mismanaging the Project to the point that the Project's completion was in jeopardy, yet Santee Cooper continued to pour the funds of its direct and indirect customers into the Project. At best, Santee Cooper and the Board had their collective heads in the sand. All Defendants knew or should have known that serious questions existed about the propriety of the Project and its management.

39. Central lies in between Santee Cooper and the Distribution Cooperatives in the distribution chain. Central purchases power from Santee Cooper as the designated purchaser for the Distribution Cooperatives and their customers. Central is the largest customer of Santee Cooper and holds considerable influence on the decisions made by Santee Cooper. Central is supposed to make decisions that are best for all of the Distribution Cooperative customers, as Central's board is made up of representatives from the Distribution Cooperatives. Central, because of its position, has the duty to negotiate the purchase contracts in the best interests of the cooperative customers and the duty to demand of Santee Cooper certain behavior. Because of Central's purpose and position, Central had the ability and the duty to monitor the Project. Central ignored this duty, failing to report to the cooperative customers the waste, negligence, and mismanagement that was occurring. Furthermore, as the Project was teetering on extinction, Central directed an approximately $175 million payment to the Project that was beyond what it was required to pay.

40. Despite Central, the Distribution Cooperatives, and the other Defendants having access to information revealing significant problems with the Project for years prior to the abandonment, the customers were never informed and continued to be fleeced for a benefit that will never come.

41. The Distribution Cooperatives, including Palmetto, are owned by their customers. The Distribution Cooperatives owe contractual, common law, fiduciary, and statutory duties to their customers. The Distribution Cooperatives were on notice of significant issues with the Project and failed to protect customers from the continued waste and mismanagement.

42. Central, in part because of its design and purpose, also has contractual, common law, and statutory duties, and those duties flow directly to and for the benefit of the customers of the Distribution Cooperatives.

43. SCANA and SCE&G owed and voluntarily assumed various duties and obligations to Santee Cooper's direct and indirect customers, including Plaintiffs, by playing a central role in the Project and due to its special relationship with Santee Cooper on the Project. SCANA and SCE&G breached these duties and obligations, thus harming Plaintiffs, by mismanaging the Project, abandoning the Project, and making numerous false and misleading statements along the way.

44. To date, Santee Cooper has spent approximately $4.7 billion in pre-construction, capital, in-service, construction, interest, and other pre-operational costs associated with the Project. Santee Cooper has financed and continues to finance some or all of these costs through specifically tailored rate increases imposed by the Board and paid by its direct and indirect customers, including Plaintiffs.

45. In fact, Santee Cooper has raised the electricity rates charged to its retail customers, including the Santee Cooper Plaintiffs, at least five times to pay for pre-construction, capital, in-service, construction, interest, and other pre-operational costs associated with the Project. Most recently, Santee Cooper increased rates by 3.7 percent in April 2016 and by another 3.7 percent in April 2017.

46. The aforementioned rate increases charged to Santee Cooper's direct and indirect customers specifically tailored to pay for pre-construction, capital, in-service, construction, interest, and other pre-operational costs associated with the Project are referred to as the "increased rates."

47. S.C. Code Ann. § 58-27-810 states "[e]very rate made, demanded or received by any electrical utility or by any two or more electrical utilities jointly shall be just and reasonable."

48. Santee Cooper's rate setting authority is governed by statute, namely S.C. Code Ann. §§ 58-31-30(13), -55(A)(3)(A), -360, and subject to other applicable state and federal law limitations.

49. S.C. Code Ann. § 58-31-30(13) authorizes Santee Cooper:

> to fix, alter, charge, and collect tolls and other charges **for the use of their facilities** of, or **for the services rendered** by, or **for any commodities furnished** by, the Public Service Authority at rates to be determined by it, these rates to be at least sufficient to provide for payment of all expenses of the Public Service Authority, the conservation, maintenance, and operation of its facilities and properties, the payment of principal and interest on its notes, bonds, and other evidences of indebtedness or obligation, and to fulfill the terms and provisions of any agreements made with the purchasers or holders of any such notes, bonds, or other evidences of indebtedness or obligation.

(Emphasis added)

50. S.C. Code Ann. § 58-31-55(A)(3)(a) requires the Board discharge its duties in such a manner as to "preserv[e] … the financial integrity of [Santee Cooper] and its ongoing operation of generating, transmitting, and distributing electricity to wholesale and retail customers on a reliable, adequate, efficient, and safe basis, at just and reasonable rates, regardless of the class of customer."

51. Under S.C. Code Ann. § 58-31-360, Santee Cooper:

> shall, fix, establish, maintain and collect rents, tolls, rates and charges **for**

> **the use of the facilities** of or **for the services rendered** or **for any commodities furnished** by the Public Service Authority, at least sufficient to provide for payment of all expenses of the Public Service Authority, the conservation, maintenance and operation of its facilities and properties and the payment of the principal of and interest on its notes, bonds, evidences of indebtedness or other obligations, and to fulfill the terms and provisions of any agreements made with the purchasers or holders of any such notes, bonds, evidences of indebtedness or obligations heretofore or hereafter issued or incurred. Provided, however, that prior to putting into effect any increase in rates the Public Service Authority shall give at least sixty days' notice of such increase to all customers who will be affected by the increase.

(Emphasis added)

52. Upon information and belief, to date, Santee Cooper has collected hundreds of millions of dollars in increased rates to finance pre-construction, capital, in-service, construction, interest, and other pre-operational costs associated with the Project. Although, upon and information and belief, no additional rate increases to cover Project-related costs are presently contemplated by Santee Cooper, the increased rates will continue to be charged to Plaintiffs into the future as part of the existing rate structure. Today, the costs associated with the Project account for approximately 8.5 percent of Santee Cooper's retail customers' monthly bills. Upon information and belief, the costs associated with the Project account for a similar percentage of the Distribution Cooperatives' customers' monthly bills.

53. SCANA and SCE&G have reaped and will continue to reap substantial profit despite the Project's abandonment. Profit for SCANA and SCE&G increased as the costs of the Project increased, creating an incentive for SCANA and SCE&G to spend indiscriminately that Santee Cooper and Central understood and should have taken action to protect their customers from.

54. The abandonment and total failure of the Project means Santee Cooper's direct and indirect customers, including Plaintiffs, will never see any use, service, commodity, or benefit

from the Project, despite having paid substantial sums of money for them in the form of the increased rates, and despite Santee Cooper, the Board, SCANA, and SCE&G having made countless public promises and assurances to provide reliable, affordable, and environmentally friendly electrical power.

55. Despite the Project's failure and the above misconduct, Santee Cooper's executives have received undeserved performance bonuses, retirement packages ("golden parachutes"), and other benefits. SCANA's and SCE&G's shareholders and executives have similarly reaped financial windfalls.

56. The purpose of this action is to address the undeniable reality that because Defendants Santee Cooper and SCE&G chose to charge customers for costs in advance of any benefit being conferred by the Project being placed in service, and those charges were passed through to customers by Central and the Distribution Cooperatives, because Defendants either participated in or allowed the waste and negligent mismanagement of the funds advanced by customers, and because Santee Cooper and SCE&G have now abandoned the Project, Defendants must either confer the benefit for which they charged Plaintiffs or pay damages flowing from the mismanagement and abandonment of the Project.

CLASS ALLEGATIONS

57. Under Rule 23, SCRCP, Plaintiffs bring this action on behalf of themselves and a class of all customers, both indirect and direct ("the Class"), initially defined as:

> All Santee Cooper residential, commercial, small industrial, and other customers, both direct and indirect, who paid utility bills that included rates calculated, in part, to pay pre-construction, capital, in-service, construction, interest, and other pre-operational costs associated with the V.C. Summer Nuclear Reactor Unit 2 and 3 Project from January 1, 2007, to the present.

58. This class is logically divided into two subclasses, those who purchased power

generated by Santee Cooper directly ("the Direct Subclass") and those who purchased power generated by Santee Cooper indirectly ("the Cooperative Subclass").

59. Excluded from the Class are:

a. Santee Cooper, its legal representatives, elected officials, officers, directors, assigns, and successors;

b. Wholesale customers of Santee Cooper, including Central, the Distribution Cooperatives, and their respective legal representatives, elected officials, officers, directors, assigns, and successors;

c. SCANA, its legal representatives, elected officials, officers, directors, assigns, and successors;

d. SCE&G, its legal representatives, elected officials, officers, directors, assigns, and successors;

e. The judge, magistrate, and any special master to whom this case is assigned, and any member of their immediate families; and

f. To the extent the class certification order permits exclusion, all persons who timely submit proper requests for exclusion from the plaintiff class.

60. Upon information and belief, the Class consists of hundreds of thousands of individuals and entities who are direct and indirect Santee Cooper customers. Thus, the Class is so numerous that joinder of all members is impracticable, thereby satisfying Rule 23(a)(1), SCRCP. The disposition of the claims of the members of the Class in a single class action will provide substantial benefits to all parties and to the Court.

61. There are questions of law and fact common to Plaintiffs and the Class, thereby satisfying Rule 23(a)(2), SCRCP. These questions include, but are not limited to, the following:

a. Whether Santee Cooper's series of rate increases were statutorily authorized.

b. Whether the Board breached one or more statutory or fiduciary duties.

c. Whether Santee Cooper engaged in unconstitutional takings.

d. Whether Santee Cooper violated the due process rights of its customers.

e. Whether Defendants were negligent, grossly negligent, and reckless, thereby damaging Plaintiffs.

f. Whether Santee Cooper breached its contractual obligations.

g. Whether Central and Palmetto, as a Distribution Cooperative, breached their contractual obligations.

h. Whether SCANA and SCE&G breached their contractual obligations to all direct and indirect customers of Santee Cooper.

i. Whether Plaintiffs are entitled to equitable relief against Defendants in the form of unjust enrichment, money had and received, or general principles of equity.

62. Resolution of these common questions in a single action will eliminate the risk of inconsistent and varying adjudications, and it will allow Class members to present their claims efficiently and share the costs of litigation, experts, and discovery.

63. Plaintiffs' claims are typical of the claims of the members of the Class, thereby satisfying Rule 23(a)(3), SCRCP. Plaintiffs' claims arise from the same nucleus of operative facts and are intended to correct and prevent the same improper conduct that has impinged or will impinge identically upon Plaintiffs and members of the Classes.

64. The service contract(s) for Plaintiffs and Class members is the same or similar and conveys the same or similar rights.

65. The legal relationship between Plaintiffs and Santee Cooper or the Distribution Cooperative from which power is purchased is the same or similar to the legal relationship between Santee Cooper or the Distribution Cooperatives and all of their customers. Plaintiffs consist of direct customers of Santee Cooper and indirect customers of Santee Cooper who are also

customers of the Distribution Cooperatives, and each Plaintiff is fully able and properly offered to represent any additional subclass that may be necessary.

66. The legal relationship between the Cooperative Subclass Plaintiffs and Central is the same or similar to that of all customers of the Distribution Cooperatives.

67. Plaintiffs consist of both direct and indirect customers of Santee Cooper and together represent and are pursuing direct and indirect claims against Santee Cooper that are the same or similar to the claims of direct or indirect customers of Santee Cooper.

68. The legal relationship between Plaintiffs and SCANA and SCE&G is the same or similar to that the legal relationship between all customers purchasing power from Santee Cooper or the Distribution Cooperatives and SCANA and SCE&G.

69. Similarly, Defendants have exhibited that they will act and have acted or refused to act in ways that are universal to the Classes.

70. Plaintiffs will fairly and adequately protect the interests of the Classes, thereby satisfying Rule 23(a)(4), SCRCP. Plaintiffs' interests are coincident with and not antagonistic to the interests of the members of the Class, and Plaintiffs are represented by experienced and able counsel who have previously litigated class actions. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the plaintiff Class, and they have the financial resources and intellectual wherewithal to do so.

71. Plaintiffs and members of the Class have each suffered damages that exceed One Hundred Dollars ($100.00), thereby satisfying Rule 23(a)(5), SCRCP.

FOR A FIRST CAUSE OF ACTION
Declaratory Judgment—Statutorily Unauthorized Rate Imposition
On Behalf of the Class Against Santee Cooper

72. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

73. Plaintiffs and the Class seek a declaratory judgment pursuant to S.C. Code Ann. § 15-53-30 and Rule 57, SCRCP, for the purposes of determining a question of actual controversy between the parties. S.C. Code Ann. § 15-53-30 provides that any party whose rights or status have been affected by a statute may have determined any question of construction or validity arising under the statute, and obtain a declaration of rights, status, or other legal relations thereunder.

74. Plaintiffs and the Class seek a declaration of rights under S.C. Code Ann. §§ 58-31-30(13), -55(A), -200, -360, and other such sections as may be applicable. Specifically, the Plaintiffs and the Class seek declarations as follows:

a. Imposition, collection, and expenditure of the rate increases associated with the voluntarily abandoned Project exceeded Santee Cooper's statutory authority because, under S.C. Code Ann. §§ 58-31-30(13), -360, rates and charges must be "for the use of the facilities" or "for the services rendered" or "for any commodities furnished by [Santee Cooper]." Plaintiffs and the Class will never use any energy produced by the voluntarily abandoned Project, receive services from the voluntarily abandoned Project, or benefit from any commodities associated with the voluntarily abandoned Project.

b. Imposition, collection, and expenditure of the rate increases associated with the abandoned Project exceeded Santee Cooper's statutory authority because, under S.C. Code Ann. § 58-31-55(A)(3)(a), the rates must be "just and reasonable," which they were not in this case since they exceeded Santee Cooper's statutory authority; Santee Cooper woefully mismanaged the construction effort; and given the

voluntary abandonment of the Project, Plaintiffs and the Class will never see any benefit (use, services, or commodities) despite having paid substantial sums of money.

c. Imposition, collection, and expenditure of the rate increases associated with the voluntarily abandoned Project exceeded Santee Cooper's statutory authority because S.C. Code Ann. § 58-31-200 does not authorize Santee Cooper to depart from the longstanding "used and useful" doctrine embraced by the South Carolina Supreme Court and S.C. Code Ann. §§ 58-31-30(13), -360.

d. Imposition, collection, and expenditure of the rate increases associated with the voluntarily abandoned Project exceeded Santee Cooper's statutory authority to the extent the mandatory sixty-day statutory notice prior to setting rates, under S.C. Code Ann. § 58-31-360, was either not provided or not adequately provided.

75. Since Santee Cooper exceeded its statutory authority by imposing, collecting, and expending the unlawful rates should be refunded, with interest, to Plaintiffs and the Class.

FOR A SECOND CAUSE OF ACTION
Breach of Statutory Duties
On Behalf of the Class Against Board

76. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

77. Plaintiffs and the Class have standing to bring this action pursuant to S.C. Code Ann. § 58-31-57 and South Carolina law, more generally. The Board, collectively, violated S.C. Code Ann. § 58-31-55(A) by, among other things, woefully mismanaging and overseeing the Project as set forth above, which ultimately was voluntarily abandoned at great cost to Santee Cooper and Plaintiffs.

78. The Board's decision making was not consistent with Santee Cooper's "best interests" as defined by S.C. Code Ann. § 58-31-55(A)(3) in that has severely undermined public confidence in Santee Cooper, the "financial integrity" of Santee Cooper, and "economic development and job attraction." The consequences of the Board's decision making are so severe that the future of Santee Cooper is in question.

79. The Board cannot benefit from the safe harbor language found in S.C. Code Ann. § 58-31-55(B) because the conditions of S.C. Code Ann. § 58-31-55(C) have been satisfied. Specifically, despite any protestation to the contrary and at all times relevant, the Board knew or should have known that there were profound problems with the viability of the Project from its outset, which only grew worse and worse over time.

80. These statutory violations proximately caused Plaintiffs and the Class monetary losses, namely the rate increases associated with the voluntarily abandoned Project they paid, which were excessive, unjust, and unlawful.

81. Given the foregoing statutory violations, the Plaintiffs and the Class are entitled to disgorgement of Santee Cooper's ill-gotten gains, namely, the sums collected from Plaintiffs and the Classes to pay costs associated with the Project, reasonable attorneys' fees and costs, and appropriate equitable relief pursuant to S.C. Code Ann. § 58-31-57.

FOR A THIRD CAUSE OF ACTION
Breach of Fiduciary Duties
On Behalf of the Direct Subclass Against Board

82. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

83. The direct Plaintiffs and the Direct Subclass have standing to bring this action pursuant to S.C. Code Ann. § 58-31-57 and South Carolina law, more generally.

84. A fiduciary relationship exists between the direct Plaintiffs and the Direct subclass and the Board because the former (as the ultimate owners of Santee Cooper) reposes special confidence in the latter to oversee and manage the affairs of the agency. The Board knew or should have known customers placed such confidence in its management, and the Board knowingly accepted this responsibility. The special circumstances characterizing this fiduciary relationship are further demonstrated by the substantial sums of money collected by the Board in the form of rates, the technical nature of the projects and efforts overseen by the Board, and the promises made by the Board to customers.

85. The Board, collectively, breached its fiduciary duties to the direct Plaintiffs and the Direct Subclass by, among other things, woefully mismanaging and overseeing the Project as set forth above, which ultimately was voluntarily abandoned at great cost to Santee Cooper, the direct Plaintiffs, and the Direct Subclass.

86. The Board, collectively, breached its fiduciary duties to the direct Plaintiffs and the Direct Subclass by charging them hundreds of millions of dollars via a series of statutorily improper rate increases, as discussed above, which were designed to pay costs associated with construction of the Project.

87. The Board's decisions, actions, and inactions were not in good faith, were inconsistent with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and were not in the best interests of Santee Cooper or its customers.

88. These breaches proximately caused the direct Plaintiffs and the Direct Subclass monetary losses, namely the increased rates they paid, which were excessive, unjust, and unlawful.

89. Given the foregoing breaches, the direct Plaintiffs and the Direct Subclass are entitled to disgorgement of Santee Cooper's ill-gotten gains, namely the sums collected from the

direct Plaintiffs and the Direct Subclass to pay costs associated with the Project, reasonable attorneys' fees and costs, and appropriate equitable relief pursuant to S.C. Code Ann. § 58-31-57.

FOR A FOURTH CAUSE OF ACTION
Breach of Contract and/or Breach of Implied Contract
On Behalf of the Direct Subclass Against Santee Cooper

90. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

91. A contractual relationship supported by valuable consideration exists between the direct Plaintiffs and the Direct Subclass and Santee Cooper. In exchange for the payment of monthly electricity rates, Santee Cooper, among other things, provides electricity service and, of relevance here, maintains its existing power production and supply infrastructure.

92. A portion of the direct Plaintiffs' and the Direct Subclass's monthly electricity rates since January 1, 2009 was specifically tailored and charged to pay for costs associated with construction of the Project (*i.e.*, future power to serve future customers). Santee Cooper made a variety of promises to its customers concerning these charges including, but not limited to, the Project will actually be built on time and on budget and ultimately provide reliable, affordable, and environmentally friendly electrical power.

93. Santee Cooper breached its contract with the direct Plaintiffs and the Direct Subclass because the Project has been abandoned and Santee Cooper's customers will never receive any benefits from the Project (use, services, or commodities) whatsoever despite having paid increased rates specifically designated for costs associated with the Project.

94. Santee Cooper breached its contract with the direct Plaintiffs and the Direct Subclass because the rates associated with the Project were neither just nor reasonable under the circumstances.

95. Additionally, Santee Cooper breached the covenant of good faith and fair dealing, which accompanies all contracts under South Carolina law, by engaging in the conduct described above.

96. As a result of these breaches, the direct Plaintiffs and the Direct Subclass have suffered substantial losses and are entitled to full compensation, including all direct and consequential damages and interest.

FOR A FIFTH CAUSE OF ACTION
Unconstitutional Taking Under the South Carolina Constitution
On Behalf of the Class Against Santee Cooper

97. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

98. Article I, Section 13(A) of the South Carolina Constitution prohibits state agencies, like Santee Cooper, from taking private property without just compensation and without providing "public use."

99. Article I, Section 13(A) of the South Carolina Constitution further provides under no circumstances may private property ever be taken by the government for private use or economic development purposes without the owner's consent.

100. Money is private property for the purposes of a takings analysis.

101. Santee Cooper mandated customers pay increased rates associated with the voluntarily abandoned Project; however, these funds have never and will never provide any public use, service, or commodity for the benefit of customers due to the abandonment. The increased rates are not taxes, fees, or special assessments. Plaintiffs and the Class were forced to pay these unlawful, increased rates or risk the loss of electricity, which is a necessary feature of modern life, heath, and sanitation.

102. The increased rates associated with the voluntarily abandoned Project constitute unconstitutional takings because they violate the just compensation and public use requirements under the South Carolina Constitution.

103. Moreover, the Project would not have moved forward without the participation of and financial commitments by Santee Cooper. Despite the Project's abandonment and utter failure, SCANA's and SCE&G's shareholders have reaped and will continue to reap substantial private profits. Had Santee Cooper not been involved in the Project, these private profits would not have been captured by SCANA's and SCE&G's shareholders. Simply put, Santee Cooper's involvement in the Project, specifically the funds collected from its customers, enabled and facilitated massive private profit for SCANA and SCE&G and a total loss for its own customers. As such, Santee Cooper's increased rates associated with the voluntarily abandoned Project amount to the taking of private property, without consent, for private benefit in violation of the South Carolina Constitution.

104. Given the foregoing, Plaintiffs and the Class are entitled to the return of all monies collected and spent by Santee Cooper in violation of the South Carolina Constitution plus reasonable attorneys' fees and costs.

FOR A SIXTH CAUSE OF ACTION
Violation of the Due Process Under the South Carolina Constitution
On Behalf of the Direct Subclass Against Santee Cooper

105. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

106. Article I, Section 3 of the South Carolina Constitution prohibits state agencies, like Santee Cooper, from depriving persons of, among other things, "property without due process of law."

107. Santee Cooper violated Article I, Section 3 to the extent customers such as the direct Plaintiffs and the Direct Subclass were either not provided notice at all or provided insufficient notice (under the circumstances) and an opportunity to participate in any meaningful process prior to the imposition, collection, and expenditure of the unlawful rates at issue in this case.

108. Santee Cooper further violated Article I, Section 3 to the extent material facts about the prospects and future of the construction effort were concealed or not communicated accurately during the various rate setting processes used by Santee Cooper.

109. Santee Cooper further violated Article I, Section 3 to the extent the imposition, collection, and expenditure of the rates at issue in this case was a unilateral decision made by the Board with no oversight from any other agency, a foregone conclusion irrespective of any ratepayer advocacy, and without any meaningful process for customers to examine the merits of the rate increases under the circumstances or with the aid of material information Santee Cooper possessed or could reasonably access.

110. Given the foregoing, the direct Plaintiffs and the Direct Subclass are entitled to the return of all monies collected and spent by Santee Cooper in violation of the South Carolina Constitution plus reasonable attorneys' fees and costs.

FOR A SEVENTH CAUSE OF ACTION
Breach of Contract and/or Breach of Implied Contract
On Behalf of the Cooperative Subclass Against Santee Cooper, Central and Palmetto

111. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

112. Santee Cooper and Central sell power to the Distribution Cooperatives including Palmetto.

113. Santee Cooper and Central understand that when power is sold to the Distribution Cooperatives, the intended beneficiaries of the purchased power are the indirect cooperative Plaintiffs and the Cooperative Subclass.

114. As the intended beneficiaries of contracts between Santee Cooper, Central, and the Distribution Cooperatives, the indirect cooperative Plaintiffs and the Cooperative Subclass entered into contracts indirectly with Santee Cooper and Central, pursuant to which Santee Cooper and Central were to provide the Distribution Cooperatives safe, reliable, and steady electrical power and to charge only those charges that were necessary and allowed by law for that service. In exchange, the indirect cooperative Plaintiffs and the Cooperative Subclass, in order to have electrical power, have been forced to pay and have paid electricity rates. These payments inured to the benefit of all Defendants.

115. Santee Cooper and the Defendants within the distribution chain breached their contracts with the indirect Plaintiffs and the Cooperative Subclass by passing along charges in the form of increased rates associated with the Project, which has now been abandoned. This breach violates both explicit terms of governing statutes, the terms of the governing agreements for the cooperatives, the terms of the contracts for service with the Plaintiffs, and the implied terms of the contracts with the Plaintiffs including the implied obligations of good faith and fair dealing.

116. Santee Cooper and the Defendants within the distribution chain continue to pass along these charges without a proper legal basis.

117. As a result of Santee Cooper's and the Defendants within the distribution chain breaches of contract, the indirect Plaintiffs and the Cooperative Subclass have suffered substantial losses and are entitled to full compensation, including all direct and consequential damages and interest.

FOR AN EIGHTH CAUSE OF ACTION
Negligence
On Behalf of the Class Against Defendants

118. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

119. Defendants owe duties to Plaintiffs and the Class, including, but not limited to:

a. The duty to follow the law and treat customers pursuant to the rights granted to all citizens by the Constitution of South Carolina;

b. The duty to conduct themselves in a reasonable manner as a prudent and responsible entity would with the knowledge and duties that each Defendant possessed;

c. The duty to be forthright, honest, and transparent, and act in good faith when disclosing information to customers and the public;

d. The duty of a fiduciary as a provider of electrical services;

e. The duty to exercise the highest care when providing the public with electricity;

f. The duty to follow and abide by all applicable regulations and statutes;

g. The duty to see that the Project was managed and overseen in a reasonable manner.

h. The duty to supervise and ensure that monies collected from customers for the Project were not being squandered through poor construction practices or unreasonable activities.

i. The fiduciary duty, as utility providers and cooperatives, and also as holders of advance payments belonging to the customers, to employ proper care in preventing and/or mitigating waste and loss.

120. Defendants breached these duties by engaging in the conduct described above.

121. As a result of these breaches, Plaintiffs and the Class have suffered substantial losses and are entitled to recover all actual damages.

122. Defendants' conduct alleged herein was willful, wanton, and reckless, thereby entitling Plaintiffs and the Class to an award of punitive damages.

FOR A NINTH CAUSE OF ACTION

Breach of Contract and/or Breach of Implied Contract
On Behalf of the Class Against SCANA and SCE&G

123. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

124. SCANA and SCE&G contracted with Santee Cooper, in exchange for valuable consideration, to be the "operator" for the construction of the Project, meaning SCANA and SCE&G voluntarily assumed certain management and oversight responsibilities on behalf of Santee Cooper and its direct and indirect customers. SCANA and SCE&G also entered into various other contracts supported by consideration with Santee Cooper and others concerning the construction of the Project.

125. SCANA and SCE&G knew or should have known that Plaintiffs and the Class were intended and direct beneficiaries of these contracts and the Project itself. SCANA and SCE&G benefited from the payments made by the Class on the Project.

126. SCANA and SCE&G breached these contracts because, among other things, the Project has abandoned and Santee Cooper's direct and indirect customers will never receive any benefits from the Project (use, services, or commodities) whatsoever despite having paid increased rates specifically designated for costs associated with the Project. SCANA and SCE&G further breached these contracts by failing to perform as the "operator" of the project as further outlined above and detailed in the Bechtel Report.

127. Additionally, SCANA and SCE&G breached the covenant of good faith and fair dealing, which accompanies all contracts under South Carolina law, by engaging in the wrongful and misleading conduct described above, such as knowingly or negligently providing false representations and statements concerning the Project's viability despite its knowledge to the contrary. These statements misled Santee Cooper, its direct and indirect customers, and the public

and benefited SCANA and SCE&G economically.

128. As a result of these breaches, Plaintiffs and the Class have suffered substantial losses and are entitled to full compensation, including all direct and consequential damages and interest.

FOR A TENTH CAUSE OF ACTION
Unjust Enrichment / Money Had and Received
On Behalf of the Class Against Defendants

129. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

130. Plaintiffs and the Class conferred a non-gratuitous benefit on Defendants in the form of increased rates associated with the Project. Defendants promised Plaintiffs and the Class a variety of benefits in exchange for the increased rates, namely cheaper, cleaner, and more dependable nuclear power. Plaintiffs and the Class had no choice but to pay the increased rates or else run the risk of losing their electricity, which is an essential feature of modern life and human health and sanitation.

131. Defendants realized value from the increased funds by, among other things, using them to directly or indirectly purchase goods, materials, services, and other items of value in connection with the Project. Additionally, the Project, which would not have proceeded as long as it did without the increased rates, generated economic and other value to Defendants, including financial profit, increased stock value, bonuses, retirement benefits, and other corporate and personal value.

132. Despite paying the increased rates and conferring benefits on Defendants, all of which have been retained and none of which have been disgorged, Plaintiffs and Class will receive none of the promised benefits (or any benefits at all) due to the Project's abandonment. What is

more, Plaintiffs and the Class stand to continue to suffer losses by continuing the pay the increased rates post-abandonment.

133. Plaintiffs and the Class are entitled, as a matter of equity, to recover the increased rates associated with the Project and other relief deemed reasonable and appropriate by the Court.

FOR AN ELEVENTH CAUSE OF ACTION
Constructive Trust
On Behalf of the Class Against Defendants

134. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

135. Plaintiffs and the Class reposed a special confidence in Defendants to use the monies they paid to build the Project. Defendants in equity and good conscience were bound to act in good faith and due regard to the interests of Plaintiffs.

136. By accepting Plaintiffs' and the Class' funds, Defendants accepted the fiduciary relationship with regard to the management of the funds and the construction of the Project.

137. Defendants have accepted Plaintiffs' and the Class' monies for the construction of the Project by charging them increased rates.

138. Defendants were trusted with Plaintiffs' and the Class' monies to build the Project.

139. Defendants knew, or should have known, that the Project was not feasible or viable, and that they were not spending Plaintiffs' and the Class' monies properly.

140. Even with knowledge that the Project was over budget and was likely to fail, Defendants continued to collect monies from Plaintiffs and the Class.

141. Defendants were managing the funds of Plaintiffs and the Class. Thus, Defendants owed a duty and/or fiduciary duty to Plaintiffs and the Class to prudently manage the monies and to properly oversee the Project.

142. Defendants also concealed material issues with the Project from Plaintiffs and the Class while continuing to collect monies from them to pay for the Project.

143. Defendants' actions in concealing the material issues with the Project while continuing to collect and spend Plaintiffs' and the Class' monies were fraudulent and in bad faith.

144. Defendants' actions abused the confidence of Plaintiffs and the Class and were in violation of the fiduciary duty owed to Plaintiffs and the Class to properly spend their monies.

145. Plaintiffs and the Class should be entitled to the return from Defendants of:

a. the entire Toshiba Settlement;

b. all profits received by Defendants;

c. all funds received from the sale of the Project or parts thereof; and

d. all increased rates that were paid associated with the Project.

146. Defendants have a duty and obligation in equity to make restitution to Plaintiffs and the Class.

FOR A TWELFTH CAUSE OF ACTION
Equity
On Behalf of the Class Against Defendants

147. Plaintiffs restate and reiterate all preceding paragraphs as if specifically restated herein.

148. "Courts have the inherent power to do all things reasonably necessary to insure that just results are reached to the fullest extent possible." *Ex Parte Dibble*, 279 S.C. 592, 595–96, 310 S.E.2d 440, 442 (Ct. App. 1983).

149. Defendants' actions and inactions described above represent an unprecedented travesty of mismanagement, misconduct, and waste. This is the most profound economic catastrophe in the history of the state. Meanwhile, Defendants and their officers, shareholders,

parent companies, and employees have received undeserved performance bonuses, retirement packages, and other financial benefits despite the utter failure of the Project. Plaintiffs and the Class, all of whom are entirely innocent, have suffered substantial economic losses for which they deserve compensation under fundamental notions of justice and fairness.

150. Given the foregoing, this Court should employ its inherent equitable powers to right past wrongs and fashion a just and appropriate remedy for Plaintiffs and Class.

JURY TRIAL DEMANDED AND PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs demands a jury trial and pray for judgment, against the Defendants and that:

A. The Court certify the Class and appoint the undersigned as Class Counsel;

B. Plaintiffs and the Class recover the general and special compensatory damages determined to have been sustained by them;

C. Plaintiffs and Class be awarded the just and proper equitable relief requested;

D. Plaintiffs and the Class recover punitive damages in an amount to be determined;

E. Plaintiffs recover the costs of this suit, including any expert witness fees and reasonable attorneys' fees; and,

F. The Court grants such other, further, or different relief as may be deemed just and proper.

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Dated: March 27, 2018
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