

**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

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of October 10, 2025 (the “Stipulation”) is entered into between: (a) Lead Plaintiff and Class Representative International Brotherhood of Electrical Workers Local 98 Pension Fund (“Lead Plaintiff”), on behalf of itself and the Settlement Class (defined below); and (b) Defendants Deloitte & Touche LLP and Deloitte LLP (collectively, “Deloitte” or “Defendants”), and embodies the terms and conditions of the settlement of the above-captioned action (the “Action”).¹ Subject to the approval of the Court (defined below) and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, discharge, resolve, and dismiss with prejudice the Action and all Released Plaintiff’s Claims (defined below) against Defendants and Released Defendants Parties.

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 herein.

I. The Litigation

A. The Action is currently pending before the Honorable Jacqueline D. Austin in the United States District Court for the District of South Carolina (the “Court”) under the caption *International Brotherhood of Electrical Workers Local 98 Pension Fund v. Deloitte & Touche LLP, et al.*, Civil Action No. 3:19-cv-3304. The original complaint was filed in this Court in November 2019. ECF No. 1. By Order dated February 18, 2020, the Court appointed: (i) International Brotherhood of Electrical Workers Local 98 Pension Fund as Lead Plaintiff, (ii) Cohen Milstein Sellers & Toll PLLC as Lead Counsel, and (iii) Tinkler Law Firm LLC as Liaison Counsel. ECF No. 37.

B. On May 19, 2020, Lead Plaintiff filed its Consolidated Class Action Complaint (the “Complaint”) against Deloitte & Touche LLP and Deloitte LLP (“Defendants”). ECF No. 44. The Complaint alleges violations of the federal securities law under Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder, on behalf of all persons or entities that purchased or otherwise acquired the publicly traded securities of SCANA Corporation (“SCANA”) from February 26, 2016 through December 20, 2017, inclusive (the “Class Period”). The Complaint alleges that 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. Defendants deny Plaintiff’s allegations. Defendants contend that they did not make any false or misleading statements and that their opinions and the related financial statements were materially correct and disclosed all

information required to be disclosed by the federal securities laws. Defendants further deny that any losses were caused by any of their conduct.

C. Defendants moved to dismiss the Complaint on July 20, 2020, which the Court orally denied in its entirety during a November 17, 2020 hearing.

D. 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. The parties also conducted extensive merits expert discovery in the case, including the submission of ten expert reports and seven expert depositions.

E. Lead Plaintiff initially moved for class certification on April 30, 2021, and the parties fully briefed the motion by the end of October 2021. On March 8, 2022, the Court denied Plaintiff's motion for class certification without prejudice.

F. 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.

G. On January 15, 2024, Lead Plaintiff filed its second motion for class certification. 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. Matthew Cain.

H. The parties conducted extensive class discovery, including six depositions and the submission of two expert reports.

I. On November 12, 2024, the Court granted Lead Plaintiff's motion for class certification, denied Defendants' motion to exclude the damages-related opinions of Lead Plaintiff's

expert, and appointed Lead Plaintiff as Class Representative, Cohen Milstein as Class Counsel, and Tinkler Law Firm as Liaison Counsel.

J. 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.

K. On January 31, 2025, both Lead Plaintiff and Defendants moved for summary judgment. Defendants also moved to exclude two of Plaintiff's experts at trial. These four motions were fully briefed on April 4, 2025.

L. 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.

M. On April 23, 2025, the parties participated in a confidential mediation with Mr. Meyer. The attendees engaged in good-faith negotiations, and at the end of the mediation session, Mr. Meyer provided a mediator's proposal to resolve the Action in its entirety. On April 24, 2025, Mr. Meyer informed the parties that both Plaintiff and Defendants had accepted the mediator's proposal and, therefore, the parties had reached an agreement-in-principle. The agreement-in-principle contemplated full releases of liability in return for a cash payment of \$34 million for the benefit of the Settlement Class (defined below), subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court. The parties executed a Term Sheet memorializing their agreement on June 17, 2025.

N. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement, and a compromise of all matters that are in dispute between the Parties.

II. Plaintiff's Claims and the Benefits of Settlement

A. Based upon their investigation, prosecution, and mediation of the case, and the discovery conducted in the Action, Lead Plaintiff and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Lead Plaintiff and the other members of the Settlement Class, and in their best interests. Based on Lead Plaintiff's direct oversight of the prosecution of this matter and with the advice of their counsel, Lead Plaintiff has agreed to settle and release any and all claims covered by the Class's Release pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the substantial financial benefit that Lead Plaintiff and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

III. Defendants' Denials of Wrongdoing and Liability

A. Throughout the Action, Defendants denied, 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. Defendants maintain that their conduct was proper and that they have meritorious defenses to the claims alleged in the Action.

B. This Stipulation constitutes a compromise of matters that are in dispute between the parties. As set forth below, neither the Settlement nor any of the terms of this Stipulation shall in any event be construed or deemed to be evidence of or constitute an admission or concession on the part of any of the Defendants with respect to any claim or allegation of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants are entering this Stipulation solely to eliminate the burden, expense, and uncertainty of further litigation. Defendants have determined that it is desirable and beneficial

to them that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation.

IV. Terms of the Stipulation and Agreement of Settlement

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiff (individually and on behalf of all other members of the Settlement Class) and Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties from the Settlement, all claims covered by the Class's Release as against the Released Defendants Parties (each term defined below) and all claims covered by the Defendants' Release (defined below) as against the Released Plaintiff Parties shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice upon and subject to the terms and conditions of this Stipulation, as follows:

1. Definitions

As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

1.1. "Action" means the action in the United States District Court for the District of South Carolina (the "Court") under the caption *International Brotherhood of Electrical Workers Local 98 Pension Fund v. Deloitte & Touche LLP*, Civil Action No. 3:19-cv-3304.

1.2. "Authorized Claimant" means a Settlement Class Member who (i) was deemed an Authorized Claimant in the settlement of the action in the Court under the caption *In re: SCANA Corporation Securities Litigation*, Case No. 3:17-cv-02616 ("SCANA I Settlement") whose Claim is approved by the Claims Administrator or Court for payment from the Net Settlement Fund; or (ii) submits a timely and valid Proof of Claim Form to the Claims Administrator that is approved by

the Claims Administrator or Court for payment from the Net Settlement Fund.

1.3. “Claim(s)” means a completed and signed Proof of Claim Form or an electronic claim that is submitted by a Class Member, or on their behalf, to the Claims Administrator.

1.4. “Claim Form” or “Proof of Claim Form” means the form, substantially in the form attached hereto as Exhibit A-2, that a Claimant must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

1.5. “Claimant” means a person or entity who or which submits a Claim.

1.6. “Claims Administrator” means the firm retained by Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Settlement Class Members and to administer the Settlement.

1.7. “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

1.8. “Class Period” means the period from February 26, 2016 through December 20, 2017, inclusive.

1.9. “Class’s Releases” 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.

1.10. “Complaint” means the Consolidated Class Action Complaint for Violations of the Federal Securities Laws filed in the Action on May 19, 2020.

1.11. “Defendants” means Deloitte & Touche, LLP and Deloitte LLP.

1.12. “Defendants’ Counsel” means Milbank LLP, and Moore & Van Allen, PLLC.

1.13. “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, 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 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.

1.14. “Deloitte” means Deloitte & Touche, LLP and Deloitte LLP.

1.15. “Effective Date” with respect to the Settlement means the first date by which all of the events and conditions specified in ¶ 9.1 of this Stipulation have been met and have occurred or have been waived.

1.16. “Escrow Account” means one or more interest-bearing escrow accounts located at the Escrow Agent that are maintained to hold the Settlement Fund, which accounts shall be created, controlled and maintained exclusively by Lead Counsel, acting as agent for Lead Plaintiff and the Class, and shall be deemed to be in the custody of the Court and remain subject to the jurisdiction of the Court until such time as the Settlement Fund is distributed or returned under the terms of this Stipulation or by further order of the Court.

1.17. “Escrow Agent” means Eagle Bank who is responsible for overseeing, investing, safeguarding, and distributing the Settlement Fund held in the Escrow Account, subject to the supervision and direction of Lead Counsel and under the terms of this Stipulation and any orders entered by the Court, and acting as agent for Lead Plaintiff and the Class, as provided in the Escrow Agreement.

1.18. “Escrow Agreement” means the agreement between Lead Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

1.19. “Final,” with respect to any order or judgment means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) calendar days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari

or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys' fees, costs, or expenses, (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently modified), (iii) the procedures for determining Authorized Claimants' Recognized Claims, shall not in any way delay or preclude a judgment from becoming Final.

1.20. "Final Approval Hearing" means the hearing set by the Court in the Preliminary Approval Order pursuant to Rule 23(e) of the Federal Rules of Civil Procedure to consider, among other things, approval of the Settlement.

1.21. "Immediate Family" means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, "spouse" shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

1.22. "Judgment" means the final judgment, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

1.23. "Lead Counsel" means Cohen Milstein Sellers & Toll PLLC.

1.24. "Lead Plaintiff" means International Brotherhood of Electrical Workers Local 98 Pension Fund.

1.25. "Liaison Counsel" means the Tinkler Law Firm LLC.

1.26. "Litigation Expenses" means costs and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Lead Plaintiff directly related to their representation of the Settlement Class), for which Lead Counsel intend to apply to the Court for payment from the Settlement Fund. Litigation Expenses may also include

reimbursement of the reasonable costs and expenses (including lost wages) of Lead Plaintiff in accordance with 15 U.S.C. § 77z-1(a)(4).

1.27. “Long-form Notice” means the Long-form Notice of Proposed Settlement, substantially in the form attached hereto as Exhibit A-1, which is to be published on the Settlement website.

1.28. “Net Settlement Fund” means the Settlement Fund 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) other Court-approved deductions.

1.29. “Notice and Administration Costs” means (a) the costs, fees, and expenses that are incurred by the Claims Administrator and/or Lead Plaintiff, as described herein and in the Preliminary Approval Order, in connection with: (i) providing notices to the Settlement Class; and (ii) administering the Settlement, including but not limited to the Claims process; (b) any expenses and costs incurred by Lead Counsel and/or the Claims Administrator in connection with determining the amount of, and paying, any Taxes owed by the Settlement Fund (including, without limitation, reasonable expenses of tax attorneys and/or accountants and/or other advisors and reasonable expenses relating to the filing of or failure to file all necessary or advisable tax returns); and (c) the costs, fees, and expenses reasonably incurred in connection with the Escrow Account.

1.30. “Officer” means any officer as that term is defined in Securities and Exchange Act Rule 16a-1(f).

1.31. “Parties” means Defendants and Lead Plaintiff, on behalf of itself and the Settlement Class.

1.32. “Plaintiff’s Additional Counsel” means the law firms Gordon Ball PLLC, Edward D. Sullivan Law Office, and Daryl G. Hawkins Law Office.

1.33. “Plaintiff’s Counsel” means Lead Counsel, Liaison Counsel, and Plaintiff’s Additional Counsel.

1.34. “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund prepared by Lead Counsel in conjunction with Lead Plaintiff’s damages consultant, as set forth in the Long-form Notice (or any other plan for the allocation of the Net Settlement Fund among Authorized Claimants that Lead Counsel may propose), that the Court may approve. No Plan of Allocation has been proposed or agreed upon in connection with this Stipulation. Defendants shall not have any responsibility or liability with respect to any Plan of Allocation.

1.35. “Postcard Notice” means the Postcard Notice of Proposed Settlement, substantially in the form attached hereto as Exhibit A-3, to be mailed and emailed to Settlement Class Members as set forth in the Preliminary Approval Order.

1.36. “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Settlement Class.

1.37. “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended.

1.38. “Recognized Claim” means a claim that is determined by the Claims Administrator to be a valid Claim, in whole or in part.

1.39. “Released Claims” means all claims incorporated by the Class’s Release and Defendants’ Release.

1.40. “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.

1.41. “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, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such, and (ii) all Class Members solely 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 partners or 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.

1.42. “Releases” means the releases set forth in ¶¶ 3.1–3.6 of this Stipulation.

1.43. “SCANA” is given the meaning set forth in Section I.

1.44. “Settlement” means the settlement between Lead Plaintiff and Defendants on the terms and conditions set forth in this Stipulation.

1.45. “Settlement Amount” means a total consideration equal to thirty-four million dollars (\$34,000,000.00). Defendants shall not have any obligation whatsoever to pay any amount over

and above the amount of thirty-four million dollars (\$34,000,000.00), except for costs associated with providing notice as required under the Class Action Fairness Act (“CAFA”) as set forth in ¶ 7.3.

1.46. “Settlement Class” or “Class” means all persons and entities who or which purchased or otherwise acquired publicly traded SCANA common stock during the Class Period. 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 properly exclude themselves by filing a timely and valid request for exclusion.

1.47. “Settlement Class Member” or “Class Member” means each person and entity who or which is a member of the Settlement Class and is not otherwise excluded from the Class under its definition.

1.48. “Settlement Fund” means the Settlement Amount plus any and all income and gains earned thereon, less any losses incurred thereon, after it is deposited into the Escrow Account.

1.49. “Settlement Notices” means the Long-form Notice, Postcard Notice, and Summary Notice.

1.50. “Settling Parties” means Defendants and Lead Plaintiff, on behalf of itself and the Class.

1.51. “Summary Notice” means the Summary Notice of Proposed Settlement, substantially in the form attached hereto as Exhibit A-3, to be published as set forth in the Preliminary Approval Order.

1.52. “Taxes” means any and all taxes, fees, levies, duties and similar charges (including any estimated taxes, withholdings, interest or penalties and interest thereon) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Released Defendants and/or each of their respective counsel with respect to (a) any income and gains earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” (within the meaning contemplated in ¶ 5.5 herein) for federal, state or local income tax purposes, or (b) any distribution of any portion of the Settlement Fund to Authorized Claimants and other persons entitled hereto pursuant to this Stipulation, excluding any portion of the Settlement Fund returned to Defendants as a result of the termination of the Settlement pursuant to ¶¶ 9.3–9.5.

1.53. “Term Sheet” means the confidential term sheet memorializing the Parties’ agreement in principle to settle the Action executed and finalized on June 17, 2025.

1.54. “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 the 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.

Lead Plaintiff, the Settlement Class Members, and Defendants acknowledge that they may hereafter discover facts, legal theories or authorities in addition to or different from those which they or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims but upon the Effective Date, Lead Plaintiff and Defendants shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and each Settlement Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished and released, and by operation of the Judgment shall have waived, compromise, settled, discharged, extinguished, and released, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such additional or different facts. Lead Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members and each of the other Released Defendants Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

2 Preliminary Approval of Settlement

2.1. Promptly upon execution of this Stipulation, Lead Plaintiff will move for entry of a Preliminary Approval Order, substantially in the form of Exhibit A attached hereto, requesting, inter alia, the preliminary approval of the Settlement set forth in this Stipulation, authorization to provide notice of the Settlement to the Settlement Class, and the scheduling of the Final Approval Hearing, which motion shall be unopposed by Defendants.

3 Release of Claims

3.1. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of the Action as against Defendants; and (b) the Releases provided for herein.

3.2. Pursuant to the Judgment, upon the Effective Date, the Released Plaintiff Parties shall be deemed to, and by operation of law and of the Judgment, shall (a) have fully, finally, and forever compromised, settled, released, resolved, waived, relinquished, discharged, and dismissed with prejudice each and every Released Claim covered by the Class's Releases against the Released Defendants Parties; and (b) be forever 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 Released Claims covered by the Class's Releases 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.

3.3. The Class's Releases shall include a waiver of any rights under California Civil Code § 1542 and any similar provisions.

3.4. Pursuant to the Judgment, upon the Effective Date, Defendants, on behalf of themselves, and their respective predecessors, successors, assigns, employees, associates, insurers, co-insurers, reinsurers, trustees, general or limited partners or partnerships, limited liability companies,

members, stockholders, underwriters, legal advisors or representatives, or other entities in which they have a controlling interest, shall (a) have fully, finally, and forever compromised, settled, released, resolved, waived, relinquished, discharged, and dismissed with prejudice each and every Released Claim covered by Defendants' Release against the Released Plaintiff Parties; and (b) 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 or all of the Released Claims covered by Defendants' Release against any of the Released Plaintiff Parties.

3.5. Any Proof of Claim that is executed by Class Members shall release all claims covered by the Class's Releases against the Released Defendant Parties and shall be substantially in the form contained in Exhibit A-2 attached hereto.

3.6. Upon the Effective Date, to the extent allowed by law, this Stipulation shall operate conclusively as an estoppel and full defense in the event, and to the extent, of any claim, demand, action, or proceeding brought by a Settlement Class Member against any of the Released Defendants Parties with respect to any Released Claim covered by the Class's Releases, or brought by a Defendant against any of the Released Plaintiff Parties with respect to any Released Claim covered by Defendants' Release.

3.7. Notwithstanding ¶¶ 3.1–3.6 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment if applicable.

4. The Settlement Consideration

4.1. In full and final settlement of the claims asserted in the Action and in consideration of the releases specified in ¶¶ 3.1–3.6, Deloitte will deposit, or cause to be deposited on Deloitte's behalf, the Settlement Amount into the Escrow Account.

4.2. Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account within thirty (30) business days after the later of (i) the date of entry by the Court of an order preliminarily approving the Settlement, or (ii) the date that Lead Counsel provides Defendants' Counsel with written payment instructions, including a valid W-9 for the Settlement Fund.

4.3. Other than the obligation to pay or cause to be paid the Settlement Amount into the Settlement Fund set forth in ¶ 4.4 herein, and the costs associated with providing notice as required under CAFA as set forth in ¶ 7.3, the Released Defendants Parties shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any Claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

4.4. The Settlement Amount represents the entirety of Defendants' financial obligations under this Stipulation and in connection with this Settlement, meaning that it includes all attorneys' fees and expenses, Notice and Administration Costs, Taxes, and costs of any kind whatsoever associated with the Settlement, except for the costs associated with providing notice as required under CAFA as set forth in ¶ 7.3. The full payment of the entire Settlement Amount into the Escrow Account in accordance with this section and the payment of costs associated with providing notice as required under CAFA as set forth in ¶ 7.3 fully discharges Defendants' financial obligations

under this Stipulation and in connection with the Settlement, meaning that none of the Defendants shall have any other obligation to make any payment into the Escrow Account or to any Settlement Class Member, or any other Person, under this Stipulation or as part of the Settlement once the payment described in this paragraph has been made.

5. Use of Settlement Fund

5.1. The Settlement Fund shall be held and invested in the Escrow Account as provided in ¶ 4.4 hereof. Upon the Effective Date, any interest earned on the Settlement Fund shall be for the benefit of the Class. If the Effective Date does not occur and the Settlement is terminated, the Settlement Fund shall be returned to Defendants pursuant to the terms of ¶ 9.3 hereof.

5.2. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees awarded by the Court; and (e) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 7.1–7.14 below.

5.3. Except as provided herein or pursuant to orders of the Court, any sums required to be held in escrow pursuant to this Stipulation shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court.

5.4. The Escrow Agent shall invest any portion of the Settlement Fund exclusively in United States Agency or Treasury Securities secured by the full faith and credit of the United States and having maturities of 180 days or less (or money market or mutual funds comprised solely of such investments) and shall collect and reinvest all interest accrued thereon, except that any residual

cash balances up to the amount that is insured by the FDIC may be held in any interest-bearing account that is fully insured by the FDIC. In the event that the yield on United States Treasury Securities is negative, in lieu of purchasing such Treasury Securities, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund, and the Released Defendants Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

5.5. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendants Parties shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are

necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

5.6. All Taxes shall be considered to be a cost of administration of the proposed Settlement embodied in this Stipulation shall be timely paid out of the Settlement Fund. The Claims Administrator shall be solely responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund, and the Escrow Agent is authorized to permit the Claims Administrator to withdraw from the Settlement Fund, without further order of the Court, Court or approval of Defendants, but subject to the supervision of Lead Counsel, such amounts as are necessary to pay Taxes.

5.7. Any tax returns prepared by the Claims Administrator for the Settlement Fund (as well as the election set forth therein) shall be consistent with ¶¶ 5.5–5.6 and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

5.8. Defendants shall not have any responsibility for, and no liability with respect to, payment of any Taxes, and shall have no responsibility for, and no liability with respect to, the acts or omissions of the Claims Administrator, Lead Counsel, the Escrow Agent, or their agents, with regard to Taxes. The Settling Parties agree to cooperate with each other, and their tax attorneys and accountants, to the extent reasonably necessary to carry out the terms of this Stipulation with regard to Taxes.

5.9. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, neither Defendants, any of the Released Defendants Parties, nor any other person or entity who or

which paid any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Claims submitted, the collective amount of Recognized Claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund. The Released Defendant Parties shall not be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for the payment of Claims, Taxes, legal fees, or any other expenses payable from the Settlement Fund. If any portion of the Net Settlement Fund remains following distribution pursuant to ¶¶ 7.1–7.14 and is of such an amount that in the determination of the Claims Administrator, in consultation with Lead Counsel, it is not cost effective or efficient to redistribute to the Class, then such remaining funds, after payment of any further Notice and Administration Costs and Taxes, shall be donated to a nonsectarian charitable organization(s) related to investor interests or protection certified as tax-exempt under U.S. Internal Revenue Code (the “IRS Code”) Section 501(c)(3), to be designated by Lead Counsel.

5.10. Prior to the Effective Date, the Escrow Agent, without further approval from Defendants or order of the Court, may pay from the Settlement Fund, subject to the direction and supervision of Lead Counsel, all Notice and Administration Costs actually and reasonably incurred subject to a cap of \$180,000. Subsequent to the Effective Date, without further approval by Defendants, Defendants’ Counsel or the Court, the Escrow Agent, subject to the direction and supervision of Lead Counsel, may pay from the Settlement Fund all reasonable and necessary Notice and Administration Costs in excess of any amount paid prior to the Effective Date. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial

owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and administering the Settlement (including processing the submitted Claims), and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants Parties, or any other person or entity who or which paid any portion of the Settlement Amount.

6 Attorneys' Fees and Litigation Expenses

6.1. Lead Counsel may apply to the Court for a collective award of attorneys' fees to Plaintiff's Counsel to be paid solely from (and out of) the Settlement Fund. Lead Counsel also may apply to the Court for payment of Litigation Expenses, which may include a request for reimbursement of Lead Plaintiff's costs and expenses directly related to their representation of the Settlement Class, to be paid solely from (and out of) the Settlement Fund.

6.2. The procedure for, and the allowance or disallowance by the Court of any applications by any Plaintiff's Counsel for attorneys' fees and Litigation Expenses thereof, are not necessary or material terms of this Stipulation and are not a condition of this Settlement. Lead Counsel's application for an award of attorneys' fees and/or Litigation Expenses (the "Fee and Expense Application") is not the subject of any agreement between Defendants and Lead Plaintiff other than what is set forth in this Stipulation. Defendants and Defendants' Counsel shall take no position with respect to Lead Counsel's request for an award of attorneys' fees and expenses. The approval of the Settlement, and it becoming Final, shall not be contingent on the award of attorneys' fees and expenses, any award to Plaintiff, Lead Counsel, or Plaintiff's Counsel, nor any appeals from such awards. Neither Plaintiff nor Lead Counsel may cancel or terminate the Settlement (or this

Stipulation) based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses.

6.3. Any attorneys' fees or Litigation Expenses that are awarded shall be paid solely from the Settlement Fund. Within three (3) business days after entry by the Court of an order awarding Lead Counsel's attorneys' fees and Litigation Expenses (the "Fee and Expense Order"), Lead Counsel may instruct Escrow Agent to pay any awarded attorneys' fees and Litigation Expenses from the Escrow Account by the Escrow Agent, notwithstanding any appeals or potential for appeal from the Fee and Expense Order, timely filed objections to the Fee and Expense Award, or collateral attack on the Settlement or any part of the Settlement. In the event that the Effective Date does not occur or the Settlement is terminated pursuant to the terms of this Stipulation, or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Order is reversed or modified pursuant to a Final court order, Lead Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after: (a) receiving notice of the termination of the Settlement; or (b) an order from a court of appropriate jurisdiction, to refund to the Escrow Account such attorneys' fees and Litigation Expenses that have been paid, plus interest thereon at the same rate as would have been earned had those sums remained in the Escrow Account.

6.4. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiff's Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. Released Defendants Parties shall have no responsibility for or liability whatsoever with respect to the allocation or award of attorneys' fees or Litigation Expenses. The attorneys' fees and Litigation Expenses that are awarded to Plaintiff's Counsel shall be payable solely from the Settlement Fund.

6.5. The Released Defendants Parties shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses (including Taxes) incurred by or on behalf of any Class Member, whether or not paid from the Escrow Account.

7. Notice and Settlement Administration

7.1. As part of the Preliminary Approval Order, Lead Counsel shall seek appointment of a Claims Administrator. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing, and approving or denying Claims, under Lead Counsel's supervision and subject to the jurisdiction of the Court. None of the Defendants nor any other Released Defendants Party shall have any future involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Lead Plaintiff, any other Settlement Class Members, or Lead Counsel, in connection with the foregoing. Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

7.2. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Lead Counsel shall cause the Claims Administrator to mail and email the Postcard Notice to those members of the Settlement Class as identified in the Preliminary Approval Order. Lead Counsel shall also cause the Claims Administrator to have the Summary Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

7.3. Defendants shall serve any notice of the Settlement required pursuant to the Class Action Fairness Act of 2005 (the "CAFA Notice"), 28 U.S.C. § 1715(b), the Class Action Fairness Act ("CAFA Notice"), 28 U.S.C. § 1715(b), within the time period set forth in said statute and shall,

within three (3) business days after service of such CAFA Notice, notify Lead Counsel that such service has been made. The Settling Parties agree that they will request that, pursuant to 28 U.S.C. § 1715(d), the Final Approval Hearing be scheduled for no earlier than ninety (90) days following the deadline for Defendants to serve the CAFA Notice as stated in this paragraph. Defendants shall be responsible for all costs and expenses related to the creation and service of the CAFA Notice.

7.4. The Claims Administrator shall receive Claims and determine whether each Claim is a valid Claim, in whole or part, and, if so, each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim compared to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation set forth in the Long-form Notice attached hereto as Exhibit A-1, or in such other plan of allocation as the Court approves).

7.5. The Plan of Allocation proposed in the Long-form Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the approval of the Settlement set forth herein, or any other orders entered pursuant to the Stipulation. Defendants and the other Released Defendants Parties shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Released Defendants Parties shall not have any involvement with or liability, obligation, or responsibility whatsoever for the application of the Court-approved plan of allocation.

7.6. Any Settlement Class Member who the Claims Administrator has not determined to have a Recognized Claim will not be entitled to receive any distribution from the Net Settlement Fund, but will, in all other respects, be subject to and bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Released Defendants Parties with respect to the Class's Release.

7.7. Any Settlement Class Member who or which does not timely and validly request exclusion from the Settlement Class in the manner stated in the Preliminary Approval Order (unless otherwise ordered by the Court): (a) shall be deemed to have waived his, her or its right to be excluded from the Settlement Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of this Stipulation, the Settlement, and all proceedings, determinations, orders and judgments in the Action relating to the Settlement, including, but not limited to, the Judgment, and the Releases provided for therein whether favorable or unfavorable to the Settlement Class; and (d) shall be barred from commencing, maintaining or prosecuting any of the claims covered by the Class's Releases against any of the Released Defendants Parties.

7.8. Lead Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. Defendants and the other Released Defendants Parties shall not be permitted to review, contest, or object to any Claim, or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any Claim for payment. Lead Counsel shall have the right, but not the obligation, to waive what it

deems to be formal or technical defects in any Claims submitted in the interests of achieving substantial justice.

7.9. For purposes of determining the extent, if any, to which a Settlement Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

7.9.1. Settlement Class Members who were deemed an Authorized Claimant in the SCANA I Settlement, and whose Claim is approved by the Claims Administrator pursuant to the Court-approved Plan of Allocation in this Action (including because they bought or otherwise acquired SCANA stock within the Class Period for this Action), are automatically entitled to be treated as an Authorized Claimant that has submitted a valid Claim in the above-captioned Settlement;

7.9.2. Each Claimant shall be required to submit a Claim in paper form, substantially in the form attached hereto as Exhibit A-2, or in electronic form, in accordance with the instructions for the submission of such Claims, and supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

7.9.3. All Claims must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notices. Any Settlement Class Member who fails to submit a Claim by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court such Settlement Class Member's Claim is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Defendants Parties with respect to any of the Released Claims covered by the Class's Releases. Provided that it is mailed by the claim-submission

deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

7.9.4. Each Claim shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the Plan of Allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to the subparagraph below as necessary;

7.9.5. Claims that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph 7.9.6 below; and

7.9.6. If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice required in subparagraph 7.9.5 above, or a lesser time period if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the Claimant's request for review to the Court.

7.10. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, including, but not limited to, all releases provided for herein and in the Judgment, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided, however, that such investigation and discovery shall be limited to that Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claims, nor shall there be any discovery from Defendants or other Released Defendants Parties.

7.11. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any Administration Fees and Expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

7.12. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Claimants. All Settlement Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in this Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Released Defendants Parties with respect to any and all of the Class's Release.

7.13. No person or entity shall have any claim against Lead Plaintiff, Lead Counsel, Defendants, Defendants' Counsel, the Claims Administrator, or any other agent designated by Lead Counsel,

arising from the investment, disposition, or distribution of the Settlement Fund or Net Settlement Fund, the determination, administration, calculation, or payment of any claim, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court.

7.14. Defendants and Defendants' Counsel and all other Released Defendants Parties shall have no responsibility for, interest in, or liability whatsoever for the investment, disposition, or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

7.15. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. All Settlement Class Members, other Claimants, and parties to this Settlement expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

8 Terms of the Judgment

8.1. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

8.2. The Judgment shall contain a bar order ("Bar Order"), substantially in the form set forth in Exhibit A hereto, that shall, upon the Effective Date, consistent with the PSLRA, 15 U.S.C. § 78u-

4(f)(7), permanently bar, extinguish, and discharge to the fullest extent permitted by law any and all claims for contribution or indemnification arising out of any of the Class's Releases by any (a) person or entity other than a Released Defendants Party against a Released Defendants Party or (b) Released Defendants Party against any person or entity other than a Released Defendants Party. Consistent with the PSLRA, 15 U.S.C. § 78u-4(f)(7)(B), any verdict or judgment that Lead Plaintiff or any other Settlement Class Member may obtain on behalf of the Settlement Class or a Settlement Class Member against any person or entity subject to the Bar Order shall be reduced by the greater of (i) an amount that corresponds to the percentage responsibility of the Released Defendants Party for common damages; or (ii) the portion of the Settlement Amount paid by or on behalf of the Defendants to the Settlement Class or Settlement Class Member for common damages.

9. Conditions of Settlement and Effect of Disapproval, Cancellation, or Termination

9.1. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

9.1.1. The Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2.1 above;

9.1.2. The Settlement Amount has been paid into the Escrow Account as required by ¶ 4.4 above;

9.1.3. Lead Plaintiff has not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

9.1.4. Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation; and

9.1.5. The Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment, and the Judgment has become Final.

9.2. Upon the occurrence of all of the events referenced in ¶ 9.1 above, any and all remaining interest or right of Defendants or their insurers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

9.3. If (i) Lead Plaintiff exercises its right to terminate the Settlement as provided in this Stipulation; (ii) Defendants exercise their right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

9.3.1. The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

9.3.2. Lead Plaintiff and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on June 17, 2025;

9.3.3. The terms and provisions of this Stipulation, with the exception of this ¶ 9.3.3 and ¶¶ 5.10, 6.3, 10, and 12.22, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*;

9.3.4. Within five (5) business days after joint written notification of termination is sent by Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon), less any Notice and Administration Costs actually incurred, paid, or payable and

less any Taxes paid, due, or owing, shall be refunded by the Escrow Agent to Defendants (or such other persons or entities as Defendants may direct); and

9.3.5. Any attorneys' fees and expenses paid to Lead Counsel shall be refunded in accordance with ¶¶ 6.1–6.5 above.

9.4. It is further stipulated and agreed that Lead Plaintiff and Defendants shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to each of the other Parties within thirty (30) calendar days of: (a) the Court's final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court's final refusal to approve the Settlement or any material part thereof; (c) the Court's final refusal to enter the Judgment in any material respect as to the Settlement; or (d) the date upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Fourth Circuit or the United States Supreme Court. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys' fees or payment of Litigation Expenses or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of any Judgment, operate to terminate or cancel this Stipulation, and shall not be grounds for termination of the Settlement.

9.5. In addition to the grounds set forth in ¶ 9.4 above:

9.5.1. Lead Plaintiff shall have the unilateral right to terminate the Settlement in the event that a failure to pay the Settlement Amount into the Escrow Account in accordance with ¶ 4.2 above, is not cured within five (5) business days after Lead Plaintiff provides written notice in accordance with ¶ 12.20 below.

9.5.2. Defendants shall have the unilateral right to terminate the Settlement and render it null and void in the event that persons or entities who would otherwise be Settlement Class members who

purchased more than a certain number of SCANA shares subject to this Settlement timely and validly request exclusion from the Settlement Class, as set forth in Defendants' confidential supplemental agreement with Lead Plaintiff (the "Supplemental Agreement"), in accordance with the terms of that agreement. The Settling Parties agree to maintain the confidentiality of the Supplemental Agreement, which is being executed concurrently herewith. The Supplemental Agreement shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein, or as otherwise provided in the Supplemental Agreement) unless and until the Court otherwise directs or a dispute arises between Lead Plaintiff and Defendants concerning its interpretation or application, in which event Lead Plaintiff and Defendants shall submit the Supplemental Agreement to the Court in camera and request that the Court afford it confidential treatment.

10. No Admission of Wrongdoing

10.1. Neither the Term Sheet, this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the Judgment, the Supplemental Agreement, the negotiations leading to the execution of the Term Sheet and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

10.1.1. Shall be offered against any of the Defendants or the Released Defendants Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants Parties with respect to the truth of any fact alleged by Lead Plaintiff or the validity or merits of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation,

or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants or the Released Defendants Parties or in any way referred to for any other reason as against any of the Defendants or the Released Defendants Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

10.1.2. Shall be referred to for any other reason as against any of the Defendants or the Released Defendants Parties, in any civil, criminal, or administrative action or proceeding, other than in such proceedings as may be necessary to effectuate the provisions of this Stipulation;

10.1.3. Shall be offered or received against or to the prejudice of Defendants or the Released Defendants Parties as evidence of a presumption, concession, or admission of liability for any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendant or the Released Defendants Parties;

10.1.4. Shall be offered against any of the Released Plaintiff Parties, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff Parties that any of their claims are without merit, that any of the Released Defendants Parties had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiff Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

10.1.5. Shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would

have been recovered after trial; provided, however, that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

11. Non-Disparagement

11.1. The Settling Parties agree that none of the Parties, Plaintiff's Counsel, or Defendants' Counsel shall disparage any other Party in any form or through any medium.

11.2. Without impacting Lead Plaintiff's and Plaintiff's Counsel's right to reference the allegations and arguments made during the Action as "allegations," "arguments," or "contentions," neither Lead Plaintiff nor Plaintiff's Counsel shall assert that Defendants engaged in any wrongdoing, including, but not limited to, any fraudulent conduct.

12. Miscellaneous Provisions

12.1. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

12.2. Defendants warrant that, as to the payments made or to be made on behalf of them, at the time of entering into this Stipulation and at the time of such payment they, or to the best of their knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

12.3. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion of the Cash Settlement Fund is required to be returned, and such amount is not promptly deposited into the Cash Settlement Fund by others, then, at the election of Lead Plaintiff, Lead Plaintiff and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Releasees pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and the Parties shall be restored to their respective positions in the Action as provided in ¶ 9.3 above and any cash amounts in the Escrow Account (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in ¶ 6.3 above.

12.4. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiff or any other Settlement Class Members against the Released Defendants Parties with respect to the Class's Release. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, including through a mediation process supervised and conducted by Robert A. Meyer, Esq., and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

12.5. Lead Plaintiff and its counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an

admission of any claim or defense alleged. No Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or settlement of this Action.

12.6. Defendants and/or the Released Defendants Parties may file this Stipulation and/or the Judgment from this action in any other action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection under any applicable insurance policy. The Settling Parties may file this Stipulation and/or the Judgment in any action that may be brought to enforce the terms of this Stipulation and/or the Judgment. All Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

12.7. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of Lead Plaintiff and Defendants (or their successors-in-interest).

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

12.9. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Settlement Class Members.

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

12.11. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among Lead Plaintiff and Defendants concerning the Settlement and this Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations warranties, or inducements have been made by any Party concerning this Stipulation, its exhibits, or the Supplemental Agreement, other than those contained and memorialized in such documents.

12.12. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

12.13. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize.

12.14. The construction, interpretation, operation, effect, and validity of this Stipulation, the Supplemental Agreement, and all documents necessary to effectuate it shall be governed by the internal laws of the State of South Carolina without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

12.15. Pending approval of the Court of this Stipulation and its Exhibits, all non-settlement related proceedings in this Action shall be stayed and all Class Members shall be barred and enjoined from prosecuting any of the claims covered by the Class's Releases against any of the Released Defendants Parties.

12.16. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

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

12.18. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

12.19. Lead Counsel and Defendants' Counsel agree to cooperate with one another to the extent reasonably necessary in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement. Any disputes that arise out of the finalization of the Settlement documentation will be resolved by the mediator, Mr. Robert A. Meyer, Esq., acting as arbitrator. Each side shall bear its own costs and expenses, other than those fees and expenses to be paid from the Settlement Fund.

12.20. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Lead Plaintiff or Lead Counsel:	TINKLER LAW FIRM LLC Attn: William Tinkler PO Box 31813 Charleston, SC 29417-1813 Tel.: (843) 853-5203 Fax.: (843) 261-5647 Email: williamtinkler@tinklerlaw.com
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COHEN MILSTEIN SELLERS & TOLL PLLC
Attn: Laura Posner
88 Pine Street, 14th Floor
New York, NY 10005
Tel.: (202) 408-3605
Fax.: (212) 838-7745
Email: deloittecanasecuritieslitigation@cohenmilstein.com

If to Defendants:

MOORE & VAN ALLEN, PLLC
Attn: Christopher A. Ogiba
78 Wentworth Street
Charleston, SC 29401
Tel.: (843) 579-7066
Fax.: (843) 579-8749

MILBANK LLP
Attn: Jed M. Schwartz
55 Hudson Yards
New York, NY 10001
Tel.: (212) 530-5000
Fax.: (212) 530-5219
Email: jschwartz@milbank.com

12.21. Except as otherwise provided herein, each Party shall bear its own costs.

12.22. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

12.23. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

12.24. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

12.25. No opinion or advice concerning the tax consequences of the proposed Settlement to

individual Settlement Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

12.26. Unless otherwise provided, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation without further order of the Court.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of October 10, 2025.



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