STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	Case No. 2017-CP-25-335
Richard Lightsey, LeBrian Cleckley, Phillip Cooper, et al, on behalf of themselves and all others similarly situated,	)	
Plaintiffs,	)	
vs.	)	**CONSOLIDATED COMPLAINT (Jury Trial Demanded)**
South Carolina Electric and Gas Company, a Wholly Owned Subsidiary of SCANA, SCANA Corporation, and the State of South Carolina,	)	
Defendants.	)	

COMES NOW the above named Plaintiffs, individually and on behalf of all those similarly situated, and would show unto this court as follows:

INTRODUCTION

1. This case arises out of a failed scheme orchestrated by Defendant South Carolina Electric & Gas, Co. ("Defendant SCE&G") and Defendant SCANA Corporation ("Defendant SCANA") to construct and finance a nuclear power plant in Jenkinsville, South Carolina at the expense of Defendant SCE&G's customers, and which Defendant SCE&G was able to perpetuate through the passage of legislation known as the Base Load Review Act, S.C. Code Ann. § 58-33-210, *et seq*. ("BLRA"), which allowed Defendant SCE&G to seek advanced costs of construction from its customers.

2. From 2007 to the present, Defendant SCE&G billed customers in excess of two billion dollars ($2,000,000,000.00) justified solely by the promise of constructing the aforementioned nuclear plant. According to Defendant SCE&G and Defendant SCANA, the

decision to supplant traditional coal fired power plants with nuclear power plants was intended, at least in part, to "take advantage of whatever generation option makes economic and environmental sense for our customers at any given point in time."[1]

3. The construction of nuclear power plants was thus a direct benefit Defendant SCE&G promised to customers, and for which Defendant SCE&G customers paid.

4. Not a single dollar paid by customers toward the construction project has ever served to provide electric power to the customers.

5. On July 31, 2017, Defendants SCE&G and SCANA announced their intention to abandon the nuclear construction project. Although initially Defendants SCE&G and SCANA represented that they would compensate the customers for their contribution to the project, ultimately, Defendants SCE&G and SCANA decided against reimbursing the customers for the funds used toward construction of the project.

6. Furthermore, following abandonment, Defendant SCE&G continued to bill customers tens of millions of dollars per month toward the construction project despite the fact that no construction is presently ongoing on site, nor does Defendant SCE&G have any intention of completing the nuclear project.

7. As a result of this project, and as set forth more fully herein, Defendants SCE&G and SCANA currently possess billions of dollars of improved real property, personal property, and cash gained at the expense of Defendant SCE&G's customers.

8. In contrast, none of the named Plaintiffs, nor any other customer of Defendant SCE&G will ever receive the benefit of the nuclear power plant, promised by Defendants SCE&G and SCANA, and funded by customer investment.

[1] *See* Press Release from SCE&G, November 13, 2013, http://www.sceg.com/about-us/newsroom/2013/11/13/sce-g-retires-canadys-station-power-plant-as-part-of-strategy-to-meet-more-stringent-environmental-regulations

9. By and through this action, Plaintiffs do not seek review of any rate for provision of electric service. Rather, Plaintiff seeks relief associated with, among other particulars, the conduct and mismanagement by Defendants SCE&G and SCANA associated with a nuclear construction project funded by Plaintiffs through advanced cost recovery, as well as Defendant SCE&G and Defendant SCANA's conduct in withholding the entire benefit of Plaintiff's contribution to construction when these Defendants unilaterally decided against completion of the project.

PARTIES

10. Plaintiff Richard Lightsey (hereinafter "Plaintiff Lightsey") is a citizen and resident of South Carolina and contracts with SCE&G for service in Hampton County, South Carolina.

11. Plaintiff Lebrian Cleckley (hereinafter "Plaintiff Cleckley") is a citizen and resident of South Carolina and contracts with SCE&G for service in Richland County, South Carolina.

12. Plaintiff Phillip Cooper (hereinafter "Plaintiff Phillip Cooper") is a citizen and resident of South Carolina and contracts with SCE&G for service in Fairfield County, South Carolina.

13. Plaintiff Karla Cooper (hereinafter "Plaintiff Karla Cooper") is a citizen and resident of South Carolina and contracts with SCE&G for service in Fairfield County, South Carolina.

14. Plaintiff Jackie Mincey (hereinafter "Plaintiff Jackie Mincey") is a citizen and resident of South Carolina and contracts with SCE&G for service in Fairfield County, South Carolina.

15. Plaintiff Dean M. Perry (hereinafter "Plaintiff Perry") is a citizen and resident of South Carolina and contracts with SCE&G for service in Fairfield County, South Carolina.

16. Plaintiff Steve Lawson (hereinafter "Plaintiff Steve Lawson") is a citizen and resident of South Carolina and contracts with SCE&G for service in Fairfield County, South Carolina.

17. Plaintiff Freddie Lawson (hereinafter "Plaintiff Freddie Lawson") is a citizen and resident of South Carolina and contracts with SCE&G for service in Fairfield County, South Carolina.

18. For the last ten (10) years, from 2008 through the present, the named Plaintiffs have been customers of Defendant SCE&G, an "investor-owned" electrical utility, as contemplated by the BLRA

19. Defendant SCE&G is a corporation organized and existing pursuant to the laws of the State of South Carolina, and principally engaged in the business of providing electric service to customers across the state, including in the counties of Fairfield, Hampton, and Richland.

20. Defendant State of South Carolina (hereinafter "Defendant State," "the State") by and through its General Assembly, is vested with the power to regulate privately owned utilities to the extent required by the public interest. Art. IX, § 1, S.C. Constitution. As such, the State has the power to create laws for the purpose of utility regulation, to delegate the authority of enforcement of the law, and to withdraw and amend its authority.

21. Defendant SCANA is a corporation organized and existing pursuant to the laws of South Carolina. At all times relevant to this complaint, Defendant SCANA's wholly owned and controlled subsidiary was Defendant SCE&G.

22. From 2008 to present, Plaintiffs have continuously paid monthly bills sent out by Defendant SCE&G, within which Defendant SCE&G included a monthly advanced construction

cost premium that Defendant SCE&G represented would be used to fund construction of the nuclear project.

JURISDICTION AND VENUE

23. The South Carolina Court of Common Pleas possesses personal jurisdiction over Defendants SCE&G and SCANA, as both have availed themselves of the laws of the State of South Carolina, and Defendant SCE&G is a corporation organized and existing pursuant to South Carolina law. The South Carolina Court of Common Pleas possesses subject matter jurisdiction over this action against the State of South Carolina pursuant to Article V, § 11 of the South Carolina Constitution.

24. This case is appropriate and proper in Hampton County because a substantial part of the acts or omissions giving rise to this action occurred in Hampton County, and because Defendants expressly consented to jurisdiction and venue of this consolidated action in Hampton County.

25. According to S.C. Code Ann. § 58-33-320, "nothing in Title 58, Chapter 33, shall be construed to abrogate or suspend the right of any individual or corporation not a party to maintain any action which he might otherwise be entitled."

26. Jurisdiction and venue are therefore proper before this Court.

FACTUAL ALLEGATIONS AS TO DEFENDANTS SCE&G & SCANA

27. Defendant SCE&G is engaged in the generation, transmission, distribution and sale of electricity to approximately 709,000 customers and the purchase, sale, and transportation of natural gas to approximately 385,000 customers (each as of December 31, 2016).

28. Defendant SCE&G's electric service territory extends into 24 counties covering nearly 16,000 square miles in the central, southern and southwestern portions of South Carolina.

29. On May 3, 2007, South Carolina enacted the BLRA, S.C. Code Ann. § 58-33-210, *et seq*.

30. Pursuant to the Act, "[t]he purpose of Article 4, Chapter 33 of Title 58, added by section 2 of the act, is to provide for the recovery of prudently incurred costs associated with new base load plants, as defined in section 58-33-220 of Article 4, when constructed by investor-owned electrical utilities, while at the same time protecting customers of investor-owned electrical utilities from responsibility for imprudent financial obligations or costs." S.C. Code Ann. § 58-33-210, Editor's Note.

31. The Act provided that "capital costs" or "plant capital costs" could be charged to customers of investor-owned electrical utilities in advance of the construction of any base load plant if the costs were for the purpose of placing a plant into service, and to connect the plant to the transmission grid.

32. Under the Act, "capital costs," or "plant capital costs," were defined as:

> costs associated with the design, siting, selection, acquisition, licensing, construction, testing, placing into service of a base load plant, and capital costs incurred to expand or upgrade the transmission grid in order to connect the plant to the transmission grid and include costs that may be properly considered capital costs associated with a plant under generally accepted principles of regulatory or financial accounting, and specifically includes AFUDC associated with a plant and capital costs associated with facilities or investments for the transportation, delivery, storage and handling of fuel.

33. Defendant SCE&G was the only utility in the state of South Carolina to use the terms of the BLRA to shift the risk associated with financing construction of a power plant onto its customers.

34. Whereas the traditional methodology for recovery of capital costs was to compensate a utility after a power plant was providing power, the impact of the BLRA was to enable investor-owned utilities, such as Defendant SCE&G, to charge customers in advance for

the construction of a new nuclear plant prior to the plant providing a single kilowatt of electric service.

35. Using this new legislation, in 2008, Defendant SCE&G entered into an Engineering, Procurement, and Construction Contract ("EPC Contract") with Westinghouse Electric, Co., a subsidiary of Toshiba Corporation, for the construction of two new nuclear power reactors ("New Units"). The stated purpose for the project was to accommodate SCE&G's expansive customer base, and improve its electric grid, in the face of what Defendant SCE&G testified was aggressive growth throughout South Carolina.

36. Defendants SCE&G and SCANA touted this aggressive need for nuclear energy to support the forcible advanced cost recovery of the New Units from customers.

37. Defendants SCE&G and SCANA promoted this nuclear benefit despite knowledge of less costly alternatives, and in spite of their knowledge that the projected aggressive customer growth had stagnated before the EPC Contract was executed.

38. The initial petition which sought authorization for advanced cost recovery included, among other things, a milestone schedule and a capital costs estimate schedule for the New Units. This petition further included a return on equity of 11% to inure to the benefit of Defendant SCE&G.

39. Following the initial order authorizing advanced cost recovery, from 2009 until 2016, Defendant SCE&G annually petitioned for increases in the advanced cost recovery sought from customers. Defendant SCE&G repeatedly touted the benefit of the New Units as justification for the ever-increasing requests for advanced compensation from its customers.

40. By 2016, the New Units accounted for roughly 18% Defendant SCE&G's bills to customers.

41. Meanwhile, instead of being used strictly to fund construction, the portion of customer payments attributed to advanced cost recovery for the New Units went not only to Defendant SCE&G's annual profit margin, but also to fund bonuses, incentives, and increases in executive compensation for Defendants SCE&G and SCANA.

42. According to public records, from its initial application for approval of advanced cost recovery in 2008 through the present, Defendants SCE&G and SCANA significantly increased executive compensation. In total, executives have received more than $16 million from funds collected from customers via advanced cost recovery.

43. Implicit in each request to increase cost recovery from customers was the underlying representation by Defendants SCE&G and SCANA that the New Units would ultimately be constructed for the benefit of customers, who were financing the cost. Defendants SCE&G and SCANA also represented that construction undertaken by or on behalf of the company would be reasonable, and subject to generally accepted business and construction practices, as understood by the field.

44. At the outset of the project, Defendant SCE&G represented to customers, members of the PSC, as well as the South Carolina Office of Regulatory Staff ("ORS") that the New Units would be operational and in-service by December of 2020.

45. Defendants SCE&G and SCANA had a significant financial motivation associated with this date by way of production tax credits guaranteed by the federal government for New Nuclear generating plants that were placed in service by January 1, 2021. The economic benefit these Defendants expected to realize from production tax credits was approximately $2 billion, which Defendants SCE&G and SCANA represented on various occasions would be used for the benefit of customers, whose money had helped to finance the New Units.

46. However, on three (3) separate occasions over the course of construction of the New Units, Defendant SCE&G petitioned to modify and increase the construction and milestone completion schedule.

47. Though Defendant SCE&G and SCANA initially maintained that the modifications to the construction schedule would have only limited impact on the substantial completion date of the New Units, in early 2015, Defendant SCE&G and its business partner South Carolina Public Service Authority ("Santee Cooper") commissioned a report ("the Bechtel Report") to assist Defendants in understanding the status of the project, and the potential challenges facing completion.

48. By the time the Bechtel report was commissioned in 2015, Defendants SCE&G and SCANA already understood that construction of the New Units was behind schedule, infeasible, that no detailed construction schedule existed by which the contractors could achieve substantial completion, and that construction was vastly over the initial budget.

49. Composed of 14 members, the resume of the Bechtel "Assessment Team" included over 500 years of total experience, 300 years of which was dedicated to nuclear Engineering Procurement and Construction, and oversight in more than 85 projects similar in kind to the New Units.

50. The Bechtel team thoroughly reviewed the construction during its time on site at the New Units.

51. However, the existence of the Bechtel team on site, as well as the purpose for the Bechtel team's presence at the site were not disclosed to the customers, the PSC, or the Office of Regulatory Staff ("ORS").

52. In or around February of 2016, Bechtel issued an initial comprehensive analysis of its findings to Defendants SCE&G and SCANA.

53. At the completion of its review, the Bechtel team determined what Defendants SCE&G and SCANA knew all along: that there were significant issues facing the construction of the New Units.

54. Bechtel identified issues including but not limited to:

a. Plans and schedules for engineering, procurement and construction were **not reflective of actual project circumstances;** (emphasis added)

b. Westinghouse and Chicago Bridge and Iron lacked the project management integration needed for a successful project outcome;

c. The detailed engineering design is **not yet completed which will subsequently affect the performance of procurement and construction**; (emphasis added)

d. The issued design is often **not constructible** and resulting in significant number of changes and causing delays;

e. The oversight approach taken by SCE&G, SCANA and Santee Cooper does not allow for real-time, appropriate cost and schedule mitigation;

55. The report identified a number of issues that indicted the approach taken by Defendant SCE&G in managing the project, and which demonstrated a total disregard for the use of Plaintiff's funds. For example, Bechtel found that inventory validation, i.e. reconciliation of what had been purchased versus what remained to be purchased, was less than 50% accurate. The report opined that "[t]his level of inventory control lends itself to **not knowing where material is or what is in stock…**," and for bulk type items, "construction doesn't know what is on hand…It was evident that with the current situation, **material is just reordered as it is not known if it was onsite, used, etc.**" (emphasis added).

56. During this timeframe that material was being re-ordered without a proper accounting or inventory, Defendants SCE&G and SCANA were earning an 11% after tax return on equity on funds actually spent toward the project, regardless of why the funds were spent.

57. The Bechtel review also identified a major issue with material degradation. For example, certain material was observed as being stored for longer than recommended, resulting in a question as to whether the material on-site was in usable condition, and whether product warranties had been compromised.

58. In every aspect of the review, the Bechtel Team identified major issues that would inhibit, if not completely preclude, timely completion of the project. Moreover, the team strongly questioned SCE&G and SCANA's oversight of the project. Bechtel encouraged Defendants SCE&G and SCANA to bring in outside management.

59. Bechtel's recommendations were largely ignored.

60. Despite the information received through the Bechtel Report, Defendants SCE&G and SCANA made the decision to continue with construction of the units, and, in 2016, sought an additional increase in customer contribution to the New Units through a petition to the PSC.

61. At no point during the 2016 petition to the PSC did Defendant SCE&G provide information to the PSC or to ORS regarding the Bechtel Report or its findings.

62. In or around December of 2016, Defendants SCE&G and SCANA represented to the PSC that they would not seek additional funds from customers until the New Units were operational. These Defendants further represented that the New Units continued to be a substantial need to the customers, and that the Units would be completed with or without the involvement of the original contractors under the EPC Contract.

63. Three months later, in March of 2017, the primary contractor under the EPC Contract, Westinghouse Electric Corporation, declared bankruptcy.

64. Following the bankruptcy announcement, Defendant SCE&G continued to pay $100 million a month to Westinghouse Electric toward the construction of the New Units, under a guarantee executed by Westinghouse's parent corporation, Toshiba.

65. After the bankruptcy announcement, Defendants SCE&G and SCANA publicly represented that they were investigating the impact of the bankruptcy on completion of the New Units, and further represented that the impact on customers was an important consideration. Still, SCE&G and SCANA remained silent on the problems with the construction, the findings in the Bechtel report, or the Bechtel report's existence.

66. On July 27, 2017, Defendants SCE&G and SCANA announced they would receive a payoff from Toshiba in lieu of Toshiba abiding by the terms of the EPC Contract, ("the Toshiba Settlement").

67. Defendant SCANA received $1.92 billion from the total settlement paid by Toshiba of $2.168 billion.

68. Despite the customer's massive investment into private property owned by Defendants SCE&G and SCANA, and despite the $1.92 billion dollar settlement entered into by SCE&G and Toshiba Corp., on July 31, 2017, Defendants SCE&G and SCANA announced they were terminating construction of the New Units.

69. Thereafter, Defendants SCE&G and SCANA announced their intention to permanently abandon the project. This announcement was intended to make these Defendants eligible for receipt of additional tax credits of roughly $2 billion, for which these Defendants would only qualify in the event of abandonment.

70. Plaintiff and all other SCE&G customers will never receive the benefit of the New Units promised to them by Defendants SCE&G and SCAN, and for which they invested massive sums of money for nearly a decade. Similarly, Plaintiffs will never receive the benefit of

cost-effective clean nuclear fuel, which Defendants SCE&G and SCANA estimated would have created a $4 billion dollar benefit to SCE&G's customers.

71. Upon information and belief, throughout the entirety of the project Defendants SCE&G and SCANA:

a. Failed to properly oversee and supervise construction;

b. Failed to act in a commercially reasonable manner with regard to generally accepted practices, and industry standards for construction and engineering;

c. Failed to control and to adequately account for construction costs;

d. Allowed for the misuse of Plaintiff's funds;

e. Failed to provide or otherwise withheld material information regarding the progress of construction;

f. Failed to provide or otherwise withheld material information regarding the financial status of the project;

g. Valued the interests of executives and shareholders at the expense of customers;

h. Inflated project costs, and timelines in order to continuously reap profit from actual expenditures;

i. Failed to safeguard the Toshiba Settlement Funds;

j. Such other particulars as may be revealed during discovery of this matter.

72. As a direct and proximate result of the conduct set forth above, namely Defendants SCE&G and SCANA's mismanagement of the construction of the New Units, and subsequent cancellation of the project, Plaintiffs have been entirely deprived of any benefit from their construction contribution, while Defendants SCE&G and SCANA realized significant

monetary gain and financial prosperity by and through Plaintiffs' contribution. Plaintiffs must now be compensated for their actual and consequential damages, statutory damages, punitive damages, and for all such other relief in law or equity as this court deems just and proper.

FACTUAL ALLEGATIONS AS TO DEFENDANTS THE STATE OF SOUTH CAROLINA, SCE&G AND SCANA

73. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

74. In or around 2007, the United States, with the support of environmental advocates, Congress, and policy makers, was generally working toward the goal of producing and providing cleaner, and more economical energy resources. For these interest groups, nuclear power was a solution to shift away from coal and other crude sources of energy.

75. Under this backdrop, in 2007, the South Carolina General Assembly passed the BLRA.

76. Prior to passage of the BLRA, a utility could seek to recoup construction costs for new power plants through revised rates, after the utility had incurred the costs, and the power was operational, or "used and useful."

77. The BLRA, however, allowed the utility to set forth an estimate of its construction costs prior to incurring them, and shifted full funding of these pre-construction costs to the customers. The statute expressly contained a clause pertaining to "abandonment," which contemplated that a nuclear project might be set aside even after initial construction had commenced. The statute allowed for both the costs of initial construction, as well as costs of abandonment to be shifted to consumers, without the consumer having received any benefit for the significant cost incurred.

78. The Act thus created a system by which the interests of customers of private utilities became secondary to the utilities' financial interests in revenue collection by way of pre-

construction advanced cost recovery. Rather than balancing the interests of customers against those of the utility, the plain language of the BLRA finds in favor of the utility in every instance.

79. The statute provided that an initial prudence determination was binding on a construction project for its lifespan. Thus, when a plant was determined to be prudent by and through an initial petition by an investor-owned utility, the plant would be deemed "used and useful," even before construction commenced.

80. Following an initial prudence determination, the statute authorized the utility to dictate the mechanism of prudence. Moreover, the statute provided a presumption of prudence to the utility in every instance.

81. The BLRA also contains a number of additional cost shifting provisions, and burden shifting provisions, all of which shift to the customer the advanced costs of constructing a new nuclear plant, prior to the plant becoming operational.

82. For example, pursuant to S.C. Code Ann. § 58-33-280(A), an investor-owned utility was allowed to petition for an amendment to the construction schedule without having to provide any information pertaining to the utility's failure to adhere to its previously approved schedule.

83. S.C. Code Ann. § 58-33-2808(K) further allows the utility to recover costs in the event of "abandonment." While an investor-owned utility must demonstrate prudence regarding any abandonment, the term "prudence" has no specific parameters, allowing the utility to establish its own standard.

84. Though the PSC is nominally the entity assigned for review of petitions, and requests for revisions, and schedule modifications, the statute does not vest the PSC with the authority to deny a request for cost recovery.

85. Rather, without defining prudence, the statute patently states that the application by an investor-owned utility for advanced cost recovery shall result in cost shifting to the customer. In fact, the statute awards to the utility a presumption of prudence and shifts to a challenging party (to the extent any challenge is even allowed) the burden of demonstrating imprudence. S.C. Code Ann. § 58-33-240(D).

86. The statute further allows investor-owned utilities to amortize to cost of service the balance of any pre-construction costs after abandonment of a project. According to S.C. Code Ann. § 58-33-220(G) the utility can commence this cost shifting even before a hearing to determine the prudence of abandonment.

87. The statute specifically disallows any means to deny this advanced cost recovery or to review a determination that an initial petition allowing for advanced cost recovery is appropriate. *See* S.C. Code Ann. § 58-33-275(B) ("Determinations [of a base load review order] may not be challenged or reopened in any subsequent proceeding, including proceedings under § 58-27-810 and the other applicable provisions and section of 58-33-280 and other applicable provisions of this article.")

88. Under the plain language of this statute, customers of investor-owned utilities, at the discretion of the utility, shall fund all costs encompassed within "capital costs" of base load projects including revised costs, and the costs of abandoning the project. These customers are without the opportunity to object to these costs, and are severely limited in their ability to request review of the decision to shift costs to the customers.

89. Beginning in 2008, Defendants SCE&G and SCANA determined it was in the best interest of the utility to apply pursuant to the newly enacted BLRA for advanced cost recovery for construction of the New Units.

90. After an initial petition to the PSC for a Certificate of Necessity, beginning in 2009, Defendants SCE&G thereafter commenced to annually petition for increases in what SCE&G customers were required to fund through advanced cost recovery. During each of these subsequent annual petitioners, customers had no mechanism to stop the utility's recovery of these projected costs.

91. As part of these annual petitions, Defendant SCE&G included a guaranteed annual after tax profit to itself of 11%.

92. Incident to Defendant SCE&G's annual petitions, by 2017, customers had seen an 18% increase in their monthly electricity bills. This increase was not for the provision of electric service, but, instead, was solely attributable to advanced cost recovery for the New Units.

93. On July 31, 2017, after nearly a decade of construction, and cost increases to customers, Defendants SCE&G and SCANA announced their intention to abandon construction of the New Units, and to seek the cost of this abandonment from customers.

94. Defendant SCE&G's customers have never been provided with electric service from the New Units, nor will the customers ever receive electricity from these Units.

95. Upon information and belief, the result of this statute has been to shift billions of dollars of construction cost onto investor-owned utility customers in advance of any provision of electric service, and where the likelihood of eventually receiving service was tenuous.

96. While the statute purports to place the protection of customers at the forefront of its stated goal, the application of the statute has resulted in a clear windfall to the utility, while the customer has borne all of the cost up front, receiving nothing in return.

97. The decisions and payment mandated by the statute were not subject to substantive review, and under the plain language of the statute could not be stayed, deviated from, or appealed.

98. As a direct result of the matters set forth more fully above, Plaintiff has been specifically harmed, in that Plaintiff paid the advance costs of construction for a benefit that Plaintiff will never receive.

99. On its face, and in its application, the BLRA is unconstitutional, and deprives the Plaintiffs of any meaningful notice, or review process.

100. Plaintiff seeks an order of this Court finding the BLRA unconstitutional, and further seeks redress for the billions of dollars taken from customers as a result of this law.

CLASS ALLEGATIONS

101. Plaintiff realleges the preceding paragraphs as though set forth verbatim herein.

102. At all times relevant to this complaint, a contract for service by and between Defendants SCE&G and SCANA, and each member of the Plaintiff class has existed. The terms of this contract are the same or similar and convey the same or similar responsibilities and rights upon members of the Plaintiff Class.

103. This contract by and between Defendants SCE&G and SCANA and each member of the Plaintiff Class also sets forth the responsibilities and rights of these Defendants with regard to each member of the Class. This contract is the same or similar as it relates to Defendants SCE&G and SCANA and their customers, and does not purport to create any individualized or unique obligations between these Defendants and any customer.

104. The above-named Plaintiffs hereby propose to represent themselves, and a class of similarly situated individuals defined as follows:

> All customers of Defendant SCE&G (including companies, corporations, partnerships, and associations) who have been assessed advanced financing costs for the construction of 2 nuclear reactor units at Defendant SCE&G and SCANA's Jenkinsville South Carolina site from the first collection of any cost recovery associated with nuclear construction to present.

This class shall exclude (a) all attorneys and their staff representing the putative class, (b) all members of the judiciary presiding over this case, and (c) the Defendant, including all Defendant's agents, officers, directors, and affiliates.

105. Members of the proposed class are easily ascertainable. Moreover, the number of members of the proposed class is so numerous as to make joinder of all individual claims against the Defendants impractical. Plaintiffs estimate that the named class consists of at least 700,000 members, all of whom have incurred monetary damages as a result of Defendants' conduct.

106. There are questions of law and fact in common to the putative class, including but not limited to:

a. Whether Defendants SCE&G and SCANA mismanaged construction of the New Units;

b. Whether Defendants SCE&G and SCANA owed customers a fiduciary duty when these Defendants accepted customer funds and represented that these funds would be used for the purpose of construction of the New Units;

c. Whether Defendants SCE&G and SCANA breached a fiduciary obligation owed to SCE&G customers by and through these Defendants' conduct with regard to the New Units;

d. Whether the conduct of Defendants SCE&G and SCANA with regard to construction of the New Units constitutes waste;

e. Whether Defendants SCE&G and SCANA deviated or violated the applicable standard of care with regard to construction of the New Units;

f. Whether the conduct of Defendants SCE&G and SCANA constituted a gross deviation of the standard of care, or willful disregard of the standard of care, with regard to construction of the New Units;

g. Whether Defendants SCE&G and SCANA had a duty to competently and adequately manage customer funds taken for the purpose of construction of the New Units;

h. Whether Defendants SCE&G and SCANA breached a duty to competently and adequately manage customer funds taken for the purpose of construction of the New Units;

i. Whether Defendants SCE&G and SCANA knowingly and willfully continued with construction of the New Units in order to increase executive compensation, and company profit, at the expense of the putative class, and despite knowledge that continued construction was infeasible;

j. Whether Defendants SCE&G and SCANA made material misrepresentations regarding the progress of construction and/or the feasibility of construction to facilitate continued advanced cost recovery from customers;

k. Whether continued retention by Defendants SCE&G and SCANA of benefits paid by the member class results in an inequitable windfall to SCE&G and SCANA in light of their unilateral decision to cease construction of the New Units;

l. Whether Defendants SCE&G and SCANA paid executives and shareholders with funds paid by customers toward the completion of construction of the New Units;

m. The facts and circumstances surrounding the money paid by Toshiba to Defendants SCE&G and SCANA in lieu of the construction guarantee;

n. Representations made by Defendants SCE&G and SCANA regarding the settlement funds paid by Toshiba, and whether these Defendants materially and/or negligently misrepresented how those funds would be levied for the benefit of customers.

107. The issues of law and fact common to the class predominate over any individual issues such that a class action is a superior method of adjudicating rights of Defendants and the Class.

108. The Plaintiffs' claims are typical of the putative class and are derived from the same nucleus of operative fact and are intended to correct and prevent the same improper conduct that has impinged, or will impinge, identically upon the Plaintiffs and Class Members.

109. Treatment of the claims as separate actions creates the risk of inconsistent and varying adjudications and contradicts the need for a uniform standard of conduct in commerce of this kind.

110. Similarly, Defendants, in addressing the issues set forth herein, have exhibited the same actions and/or refusal to act, in ways that are universal to the Class.

111. Treatment of these claims as a single class action is superior to alternative methods. Certification of a Class permits all Class Members to be treated in the same or similar manner; Class treatment will allow Class Members to present their claims efficiently and to share costs of litigation, experts, and discovery in one action rather than in individual actions where these costs may exceed the value of any individual claim, or otherwise act as a deterrent to recovery.

112. Plaintiffs will serve as adequate representatives of the Class to protect the interests of the Class and any subclasses. The interests of the Plaintiffs are consistent and not antagonistic to those of other Class Members and Plaintiff is represented by experienced and able counsel, who have previously litigated class actions.

113. Plaintiffs have suffered injuries common to the Class from conduct consistent to each member of the Class, and typical of the Class. Those injuries may be redressed through a calculation that is also universal to the Class.

114. Each member of the Class has sustained damages of at least $100 caused by Defendants' conduct, set forth more fully above.

115. By way of this action, Plaintiffs now seek an order from this Court certifying the above defined Class.

COUNT ONE AS TO
(Restitution/Unjust Enrichment)

116. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

117. Plaintiffs and members of the putative class conferred a benefit upon Defendants SCE&G and SCANA, by paying over $1 billion from 2008 through the present, which was earmarked for construction of the New Units.

118. Plaintiffs made payments towards the construction of the New Units based upon representations by Defendants SCE&G and SCANA that Plaintiffs' investment would be used in connection with construction.

119. Defendants SCE&G and SCANA realized the value of the benefit conferred by Plaintiffs and the putative class.

120. Moreover, Defendants SCE&G and SCANA used funds conferred upon it by Plaintiffs and the putative class for purposes outside of construction of the New Units, including dividends paid to shareholders, and dramatic increases to executive compensation, and increases to company profit thereby increasing the market value of these Defendants.

121. From 2008 through the present, executive compensation for Defendants SCE&G and SCANA has increased by more than 40%.

122. Throughout this timeframe, Defendants SCE&G and SCANA represented that the funds paid by customers for construction would be utilized for the creation of a new nuclear

power plant, which would ultimately provide cost efficient and clean power to the people of South Carolina.

123. Defendants SCE&G and SCANA then unilaterally decided to end construction of the New Units on July 31, 2017 yet retained ownership of the funds contributed by Plaintiffs and the putative class.

124. Prior to abandonment, Defendants SCE&G and SCANA also acquired a substantial settlement from Toshiba Corporation, which was paid for Toshiba's failure to meet the terms of the EPC Contract, which was funded by and through Plaintiffs' contributions to construction.

125. Retention of these benefits under the circumstances is inequitable.

126. As a result, Defendants SCE&G and SCANA have been unjustly enriched by Plaintiffs' contributions, and Plaintiffs must be compensated for the full value of its contribution, as well as the value of the Toshiba settlement, which was acquired by and through Plaintiffs' contributions to the construction project.

COUNT TWO
(Negligence and/or Gross Negligence)

127. Plaintiff realleges the preceding paragraphs as though repeated verbatim herein.

128. At all times relevant to this complaint, Defendants SCE&G and SCANA had duties, both statutory and pursuant to the common law of the state of South Carolina, and by and through representations made by these Defendants to members of the putative class, including but not limited to:

a. The duty to utilize the monetary contributions of the putative class for the express purpose of construction of the New Units;

b. The duty to provide continuing and competent management of the construction of the New Units, including oversight of the financial viability, economic feasibility, and general progress of the project;

c. The duty to abide by applicable laws of the state of South Carolina with regard to construction and/or engineering on the project;

d. The duty to act in a commercially reasonable manner with regard to construction and engineering on the project;

e. The duty to be transparent regarding progress of the project, particularly in light of the continuing representations made by Defendants that the project required additional financial contributions by members of the putative class;

f. The duty to ask for contribution from the putative class only to the extent that the project was being competently managed, and operated;

g. The duty to use due care in overseeing and managing the project;

h. A duty to use commercially acceptable methods of procurement, and quality assurance to eliminate unnecessary spending and delay on the construction project;

i. All such other duties or responsibilities as may come to light through discovery or trial of this matter.

129. Defendants SCE&G and SCANA breached their duties to customers in one or more of the above particulars, including but not limited to:

a. Failing to adequately and competently manage the construction project at the expense of customers;

b. Failing to adhere to statutory law;

c. Failing to adhere to industry wide procurement and quality assurance practices;

d. Failing to properly disclose the financial condition of the project;

e. Failing to enforce the terms of its EPC contract;

f. Failing to properly disclose the status and progress of the project;

g. Failing to account for its use of funds with regard to the construction project;

h. Failing to put in place adequate or competent policies and procedures, and to otherwise use due care in overseeing the project;

i. Such other particulars as may emerge throughout discovery or trial of this matter.

130. Breach of these duties constitutes the complete absence of care.

131. As a direct and proximate cause of the negligent, grossly negligent, reckless, willful and wanton conduct of Defendants SCE&G and SCANA, as set forth more fully above, Plaintiffs' now ask this court for actual and consequential damages, interest on these damages, punitive damages, and for all such other damages deemed appropriate by this Court.

COUNT THREE
(Waste)

132. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

133. From 2008 through the present, Defendants SCE&G and SCANA were legally in possession of the construction of the New Units, and Plaintiffs' funds.

134. By and through their conduct, Defendants SCE&G and SCANA committed acts of waste in one or more of the following particulars:

a. Failing to ensure that the construction project progressed at a commercially reasonable pace;

b. Repeatedly allowing for construction materials to rust, expire, or otherwise fall outside of their warranty, so as to render the material unusable;

c. Failing to establish and abide by proper construction procedures and protocols, such that the value of the property conferred upon Defendants SCE&G and SCANA by Plaintiffs was permanently impaired;

d. Failing to construct nuclear sub-modules in a commercially reasonable manner, so as to render the construction without material value, and incapable of resale or reuse;

e. Otherwise diminishing the value of the property and materials used for construction to such an extent to render the material without material value, and incapable of resale or reuse;

f. Failure and/or abandonment of the project at the expense of Plaintiffs; and

g. Such other particulars as may be revealed through discovery or trial of this matter.

135. The actions undertaken by Defendants SCE&G and SCANA, set forth more fully above, were prejudicial to Plaintiffs' interests in the materials and property allocated for the construction of the New Units.

136. These actions were taken with malice, and/or with a reckless disregard for the impact of these actions on the value of Plaintiffs' property.

137. As a direct and proximate cause of Defendant SCE&G and SCANA's conduct, as set forth more fully above, Plaintiffs' now ask this court for actual and consequential damages,

interest on these damages, punitive damages, and for all such other damages deemed appropriate by this Court.

COUNT FOUR
(Breach of Fiduciary Duty)

138. Plaintiff realleges the preceding paragraphs as though repeated verbatim herein.

139. Defendant SCE&G, although a private company, is a state-approved utility monopoly, and as such, has a unique relationship with its customers when compared to other private businesses.

140. Importantly, decisions made by a state approved utility monopoly must be for the benefit of customers, and in this specific instance, Defendants SCE&G and SCANA continually represented that their collection of funds from customers for construction of the New Units would specifically benefit the customers.

141. At all times relevant to this complaint, Defendants SCE&G and SCANA shifted the costs of construction of the New Units onto customers, including the named Plaintiffs.

142. At all times relevant to this complaint, Defendants SCE&G and SCANA represented that they would receive, hold, and use funds advanced by the customers for a particular purpose, namely, completion of the New Units.

143. Additionally, by and through a settlement entered into in July of 2017 by and between Defendant SCE&G and Toshiba, Defendants SCE&G and SCANA were paid for damages alleged to have been sustained by Toshiba's failure to adhere to the guarantee under the EPC Contract – a contract funded in part by Plaintiffs' monetary contributions.

144. As a result of the unique relationship, and as a result of duties assumed by Defendants SCE&G and SCANA in shifting costs to customers in advance of actual construction

of the New Units, among other particulars, Defendants SCE&G and SCANA stand in a fiduciary relationship with Plaintiffs and the putative class.

145. Defendants SCE&G and SCANA violated and took advantage of this special relationship by:

a. Continually mismanaging the nuclear project;

b. Misrepresenting the financial condition of the project;

c. Distributing funds paid in connection to the project for purposes outside of the scope of construction;

d. Issuing dividends, bonuses, and other forms of compensation to the detriment of the project and Plaintiffs' contributions;

e. Allowing for degradation of materials and goods on the project;

f. Failing to adhere to commercially reasonable principles with regard to the project; and

g. Such other particulars as may be revealed through discovery or trial of this matter.

146. As a direct and proximate cause of the conduct set forth more fully above, Plaintiffs' now ask this court for actual and consequential damages, interest on these damages, punitive damages, and for all such other damages deemed appropriate by this Court.

COUNT FIVE
(Breach of Contract and/or Implied Breach of Contract)

147. Plaintiff realleges the preceding paragraphs as though repeated verbatim herein.

148. At all times relevant to this Complaint, Plaintiffs and the putative class were engaged in a contract for services with Defendants SCE&G and SCANA, whereby Plaintiffs

made payments to Defendant SCE&G in exchange for promises and assurances from Defendants SCE&G and SCANA that those services would be performed.

149. By and through this performance contract between Plaintiffs and Defendants SCE&G and SCANA, Plaintiffs entrusted Defendants SCE&G and SCANA with the responsibility of assessing to Plaintiffs the cost of those services these Defendants promised to provide.

150. By and through this performance contract, Defendants SCE&G and SCANA took money from the named Plaintiffs, and each member of the putative class for the express purpose of constructing the New Units, which would confer upon Plaintiffs greater energy efficiency, lower future service costs, and a substantial real property assets.

151. On July 31, 2017, Defendant SCE&G breached its contract with each member of the putative class by abandoning the construction of the New Units, which was funded by the putative class.

152. Defendants SCE&G and SCANA continue to assess a fee from Plaintiffs associated with the costs of construction of the New Units.

153. As a direct and proximate result of the breaches of contract and/or implied contract by Defendants SCE&G and SCANA, Plaintiffs have suffered appreciable, quantifiable damages, and are owed remittance of those damages, with interest, and for such other damages that flow directly from this breach of contract as may be demonstrated at a trial of this matter.

COUNT SIX
(Promissory Estoppel)

154. Plaintiff realleges the preceding paragraphs as though repeated verbatim herein.

155. By and through numerous, continual and repeated representations from 2008 to the present, Defendants SCE&G and SCANA promised to construct a new nuclear generating

facility for the purpose of providing Plaintiffs, and the putative class, with clean, cost effective energy for decades into the future.

156. Defendant SCE&G and SCANA's representations constituted an explicit, and unambiguous promise to construct a new nuclear facility. This promise formed the basis of Defendants' requests for funds from the putative class, to be used in constructing the New Units.

157. Defendants SCE&G and SCANA knew or should have known that Plaintiffs would reasonably rely on Defendants' unambiguous promise, and that Plaintiffs funds, paid toward construction of the New Units, were based upon Plaintiffs' actual reliance.

158. Defendants SCE&G and SCANA made public representations and promises regarding construction of the New Units with the intention and purpose of Plaintiffs' reliance, and Plaintiffs reasonably had a right to rely on these promises.

159. Plaintiffs sustained actual and consequential injury from relying on Defendant SCE&G and SCANA's promise to construct the New Units, when, despite Plaintiffs having funded construction for almost a decade, these Defendants unilaterally decided to cease construction, kept possession of funds previously paid toward construction by Plaintiffs and the putative class, and to distribute settlement funds received from Toshiba Corporation to individuals other than Plaintiffs and the putative class.

160. As a direct and proximate result of Defendants' conduct, Plaintiffs have therefore suffered appreciable, quantifiable damages, and Defendants SCE&G and SCANA should remit the funds Plaintiffs previously contributed, with interest, and/or be prohibited from disposing of material, property, and possessions in a manner contrary to Defendants' promises.

COUNT SEVEN
(Constructive Trust)

161. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

162. From 2008 through the present, Defendants SCE&G and SCANA have held monies advanced by Plaintiffs and the putative class, which Defendants SCE&G and SCANA specifically represented would be used to fund construction of the New Units.

163. The funds paid by Plaintiffs' have enabled Defendants SCE&G and SCANA to finance equipment, services, materials, and a guaranteed annual profit, and have also been used by Defendants SCE&G and SCANA to compensate employees, and executives, and to pay dividends and bonuses.

164. Defendants SCE&G and SCANA received and continue to receive these funds, earmarked for the construction of the New Units despite Defendants' decision to cease construction in July of 2017.

165. Defendants SCE&G and SCANA have also received funds from a third party, intended to compensate Defendants for damages associated with the third party's failures regarding the project.

166. Defendants SCE&G and SCANA have never reimbursed Plaintiffs for any funds paid by Plaintiffs toward the construction of the New Units.

167. Moreover, during the course and scope of construction, Defendants SCE&G and SCANA became aware that the project was over budget, infeasible, and otherwise incapable of completion.

168. Defendants SCE&G and SCANA never publicly addressed any of the issues facing completion of the New Units, but instead, continued to collect funds from Plaintiffs unimpeded by the material issues facing the project.

169. The actions of Defendants SCE&G and SCANA abused the Plaintiffs' confidence and violated the fiduciary obligation owed by Defendants with regard to Plaintiffs' investment in the project.

170. As a direct and proximate result of Defendants' conduct, Plaintiffs have therefore suffered appreciable, quantifiable damages, and Defendants should remit the funds Plaintiffs previously contributed, with interest, and also return or remit the settlement funds to Plaintiffs, and any profits Defendants' realized by virtue of Plaintiffs' contributions to the project.

COUNT EIGHT
(Money Had and Received)

171. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

172. Plaintiffs and the putative class have conferred and continue to confer a benefit upon Defendants SCE&G and SCANA by paying funds to these Defendants for a now-abandoned construction project.

173. Defendants SCE&G and SCANA received and continue to receive funds from Plaintiffs and the putative class specifically allocated to the completion of the construction project, although it is now clear that Plaintiffs funds were not applied for this purpose, and it is currently impossible for those funds to effectuate the stated purpose.

174. Defendants SCE&G and SCANA received and continue to receive the benefit of these funds from Plaintiffs and the putative class, although these Defendants unilaterally decided to abandon and cancel construction of the New Units.

175. Defendants SCE&G and SCANA have improperly retained the benefits of Plaintiffs' payments without repaying them to the putative class, and must therefore remit these payments, as well as any third party payments which inured to Defendants as a result of Plaintiffs' contributions.

COUNT NINE
(Violation of the Guarantee of Equal Protection of the Law)

176. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

177. In creating the BLRA, the South Carolina General Assembly deviated from the longstanding test balancing the interests of consumers against those of the utility in establishing just and reasonable rates.

178. The statute facially, and in its application, weighs in favor of the utility in every instance, shifting the traditional burden of proof onto customers, and otherwise abandoning the general principles that a utility's actions must be just and reasonable, and in the best interest of customers.

179. The statute is not supported by any rational basis for private customers to advance costs to a utility without any proof of construction completion or other benefit conferred.

180. The statute therefore violates Art. III § 34 of the South Carolina Constitution guaranteeing equal protection of the laws and must be declared void.

COUNT TEN
(Violation of the Guarantee of Procedural and Substantive Due Process)

181. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

182. In creating the BLRA, the General Assembly conferred upon private utility companies a substantial benefit, by allowing the companies to shift the cost of funding construction of the New Units onto customers in advance of construction, instead of requiring the utilities to recoup the actual costs of construction after the plant was operational.

183. The statute facially provides that an Order under the BLRA permanently establishes both that a facility is "used and useful," and that the construction costs are "prudent."

184. To the extent a review of any determination is allowed, the Act allows private utilities to create their own standard of review, so that a challenge to a determination under the act is meaningless.

185. The absence of a meaningful mechanism to review decisions under the Act, and the inaccessibility of substantive review of decisions, renders this statute unconstitutional in violation of the rights of procedural and substantive due process.

186. The statute is therefore facially unconstitutional, and unconstitutional as applied, and must be declared void.

COUNT ELEVEN
(Unconstitutional Taking in Violation of the 5th Amendment, and Art. I, § 13 of the S.C. Constitution)

187. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

188. The plain language of the BLRA establishes that a certificate of need issued by the PSC confers upon that order the unreviewable status of a final determination as to the prudency of the project, and that such project is "used and useful," for purposes of the public. The Order thereafter allows an electrical utility to collect funds from customers for construction of a power plant, without the plant being online and operational.

189. The plain language of the statute also confers on a utility who, at its election, chooses to petition for advanced costs of construction, the right to seek redress from the customers for losses to the utility based on the utility's own decision making. *See* S.C. Code Ann. § 58-33-280(K), and -225(G).

190. The statute is inherently inequitable and provides a windfall to a utility seeking compensation under the terms of the statute, requiring customers to inherit the burden and risk associated with a construction project, and depriving the customers of their property invested in the project, without the opportunity for adequate compensation or redress for this deprivation.

191. Moreover, Defendant SCE&G, a state authorized monopoly with whom Plaintiffs are forced to contract, in taking advantage of the statute, stepped into the shoes of the state by

forcibly taking funds from customers for the stated purpose of a now-defunct construction project.

192. The statute therefore empowers an unauthorized taking in violation of the Fifth Amendment, and Article I, § 13 of the S.C. Constitution, and must be declared void.

COUNT TWELVE
(Declaratory Judgment Pursuant to S.C. Code Ann. § 15-53-10, *et seq*.)

193. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

194. Pursuant to South Carolina Law, in particular S.C. Code Ann. § 15-53-10, *et seq.*, the circuit courts of the state of South Carolina have the authority to declare the legal rights of parties.

195. As set forth more fully above, Plaintiffs hereby seek a declaration from this Court regarding the rights of the Plaintiffs pursuant to the contract between Plaintiffs and Defendant SCE&G and SCANA, the rights of the Plaintiff pursuant to the EPC Contract for the construction of the New Units, the rights of the Plaintiffs pursuant to the settlement agreement entered into by and between Defendants SCE&G and SCANA and Toshiba Corporation, and for a declaration that the BLRA is unconstitutional both on its face, and as applied, and for such other rights as may be implicated by this action.

196. Plaintiffs expressly request this declaration and for all such relief as Plaintiffs may be entitled pursuant to statutory law, as contemplated by S.C. Code Ann. § 15-53-120, and the common law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand a jury trial, and pray for the following judgment from this Court:

A. That the Court certify a class for the causes of action set forth above, as well as those causes of action which may be revealed during the pendency of this action;

B. That the Plaintiffs, and putative class, be allowed to recover general, compensatory, and/or actual damages, determined by the court;

C. That the Plaintiffs, and putative class, be allowed to recover punitive damages from Defendants SCE&G and SCANA pursuant to Defendants conduct in this case;

D. That the Court award attorneys' fees, and costs, and interest;

E. That the BLRA be declared unconstitutional;

F. That the Court issue an accounting of all the advanced costs for which Plaintiffs and the Class were responsible; and

G. For such other relief in law or equity as this Court deems just and proper.

Respectfully this 31st day of May, 2018

s/ J. Preston Strom, Jr.
STROM LAW FIRM, LLC
J. Preston Strom, Jr.
petestrom@stromlaw.com
Mario A. Pacella
mpacella@stromlaw.com
Bakari T. Sellers
besellers@stromlaw.com
Jessica L. Fickling
jfickling@stromlaw.com
2110 Beltline Blvd.
Columbia, South Carolina 29204
Tel: 803.252.4800
Fax: 803.252.4801

RICHARDSON, PATRICK, WESTBROOK & BRICKMAN, L.L.C.
Terry Richardson
Daniel S. Haltiwanger
dhaltiwanger@rpwb.com
Matthew A. Nickles
mnickles@rpwb.com
P. O. Box 1368

1730 Jackson Street
Barnwell, SC 29812
Telephone No.: (803) 541-7850
Fax No.: (803) 541-9625

LEWIS BABCOCK, LLP
Keith M. Babcock
kmb@lewisbabcock.com
Ariail E. King
aek@lewisbabcock.com
1513 Hampton Street
Post Office Box 11208
Columbia, South Carolina 29211-1208
Tel: 803-771-8000

SPEIGHTS AND SOLOMONS
Dan Speights
A.G. Solomons III
100 Oak Street
Hampton, S.C. 29924
(803) 943-4444

BELL LEGAL GROUP, LLC
J. Edward Bell, Esq.
219 Ridge Street
Georgetown, SC 29440
(843) 546-2408 Phone
(843) 546-9604 Fax
ebell@edbelllaw.com

Vincent Sheheen, Esq.
SAVAGE, ROYALL AND SHEHEEN, L.L.P.
1111 Church Street
Camden, SC 29020
(803) 432-4391 Phone

Gregory Michael Galvin, Esq.
GALVIN LAW GROUP, LLC
PO Box 887
Bluffton, South Carolina 29910
(843)227-2231
(888) 362-0714 Fax
ggalvin@galvinlawgroup.com

Creighton B. Coleman, Esq.
COLEMAN & TOLEN, LLC
120 West Washington Street
PO Box 1006
Winnsboro, SC 29180
Office: (803) 635-6884
Fax: (803) 635-9228
E-Mail: creighton@colemantolen.com

ATTORNEYS FOR PLAINTIFFS