

EXHIBIT - 1

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF HAMPTON)	CASE NUMBER: 2017-CP-25-__
)	
RICHARD LIGHTSEY AND)	
JESSICA COOK,)	
)	
Plaintiffs,)	
)	
v.)	<u>SUMMONS</u>
)	
TOSHIBA CORPORATION,)	
)	
Defendant.)	
_____)	

TO THE ABOVE-NAMED DEFENDANT:

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

SPEIGHTS & SOLOMONS, LLC

By: /s/Daniel A. Speights
Daniel A. Speights
A. Gibson Solomons III
100 Oak Street, East
Post Office Box 685
Hampton, South Carolina, 29924
(803) 943-4444

Attorneys for Plaintiffs

Hampton, South Carolina
October 3, 2017

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF HAMPTON)	CASE NUMBER: 2017-CP-25-__
)	
RICHARD LIGHTSEY AND)	
JESSICA COOK,)	
)	
Plaintiffs,)	
)	
v.)	<u>CLASS ACTION COMPLAINT</u>
)	
TOSHIBA CORPORATION,)	
)	
Defendant.)	
_____)	

Plaintiffs, by and through counsel, hereby allege as follows:

1. Plaintiff, Richard Lightsey, is a resident and citizen of South Carolina and a customer of South Carolina Electric & Gas Company (“SCE&G”) with respect to property he owns in Hampton County, South Carolina.

2. Plaintiff, Jessica Cook, is a resident and citizen of South Carolina and a customer of SCE&G and the South Carolina Public Service Authority (“Santee Cooper”), through Palmetto Electric Cooperative, Inc. (“Palmetto”) and Central Electric Power Cooperative, Inc. (“Central”) with respect to property she owns in Hampton County, South Carolina.

3. Defendant, Toshiba Corporation, is a foreign corporation subject to the jurisdiction of this Court because it has minimum contacts with the State of South Carolina consistent with due process, including the fact that it transacts business in South Carolina, it has contracts to supply services or things in South Carolina, it has duties to residents of South Carolina, including customers of SCE&G and Santee Cooper, it has an interest in and uses real property in South Carolina, it enters into contracts to perform acts in South Carolina, and it entered into a contract to guarantee certain work performed in South Carolina for the benefit of Plaintiffs and others similarly situated.

4. On or about May 23, 2008, SCE&G and Santee Cooper entered into an Engineering, Procurement and Construction Agreement (“EPC Agreement”) with Westinghouse Electric Company LLC and WECTEC Global Project Services Inc., formerly named CB&L Stone & Webster, Inc., and, prior thereto, named Stone & Webster, Inc. (collectively, “WEC”) for the design and construction by WEC of two nuclear power units in South Carolina (“VC Summer Project”). SCE&G and Santee Cooper (collectively, “VC Summer Owners”) passed on the cost of this project to their customers, including Plaintiffs, as a mandatory separate additional payment. These charges, which were an identifiable but integrated part of Plaintiffs’ contracts for services in Hampton County, ultimately enured to Defendant’s benefit. These actions were specifically tailored to pass the costs of the VC Summer Project from the VC Summer Owners to Plaintiffs and all those similarly situated. The payments continue to be made, and upon information and belief, SCE&G and Santee Cooper intend to require these payments to be made for an undetermined time in the future.

5. Plaintiffs have paid bills for services rendered in Hampton County continuously since 2008 and those bills have included an identifiable portion attributable to capital costs paid in advance of the VC Summer Project being placed in service.

6. On or about May 23, 2008, Toshiba executed a Guaranty (“Toshiba Guaranty”) in which it agreed to pay for losses suffered at the VC Summer Project. Plaintiffs and others similarly situated were and are, among other things, third party beneficiaries of the Toshiba Guaranty as well as being the parties who suffered the loss.

7. On or about July 31, 2017, the VC Summer Owners abandoned the VC Summer Project for which they were pre-paid to deliver by Plaintiffs and others similarly situated.

8. Toshiba has acknowledged that actions triggering its obligations under the Toshiba Guaranty have occurred. Specifically, on or about July 27, 2017, Toshiba and the VC Summer Owners released an announcement that Toshiba would be paying SCE&G and Santee Cooper pursuant to the Toshiba Guaranty. As a part of the agreement, Toshiba concealed its responsibility to Plaintiffs and others similarly situated by insisting that the VC Summer Owners could not solicit others, including their customers, to institute any actions or proceedings against Defendant regarding any of the claims subject to the settlement.

9. Toshiba and the VC Summer Owners have actual and constructive knowledge that the funds being repaid pursuant to the Toshiba Guaranty were, in fact, repayment of the funds of Plaintiffs and all others similarly situated that had been paid to the VC Summer Owners.

10. Toshiba has failed to pay or agree to pay those whom the Toshiba Guaranty was designed to protect and those who actually suffered the losses, specifically Plaintiffs and others similarly situated.

11. Toshiba has not been released from its liability to the customers for the losses the customers sustained as a result of funds paid and to be paid for the Summer Project.

12. The purpose of this action is to recover all past and future funds for an abandoned project guaranteed by Toshiba and paid for by Plaintiffs and all others similarly situated.

CLASS ALLEGATIONS

13. All customers have been forced to bear the costs of the failed VC Summer Project and as a result all customers have the same legal interest in obtaining the funds guaranteed by Defendant Toshiba.

14. The legal relationship between Plaintiffs and Defendant is the same or similar to that

of all utility customers who were required to pay the pass through costs generated at the VC Summer Project. Plaintiffs have no special relationship with Defendant and Plaintiffs owe no special duties to Defendant.

15. Defendant is aware that there are thousands of customers who are due payment for the losses suffered at the VC Summer Project.

16. These customers who have suffered the loss and are the rightful recipients of any funds exchanged pursuant to the Toshiba Guaranty can be easily identified through the records of the utilities.

17. The reimbursement Class consists of all South Carolina customers who paid for and who are continuing to pay for the costs of the VC Summer Project guaranteed by Defendant.

18. The class consists of thousands of members and are sufficiently numerous that the joinder of all its members is impracticable.

19. Plaintiffs will fairly and adequately protect the interests of the Class. The interests of Plaintiffs are coincident with and not antagonistic to those of other Class Members and Plaintiffs are represented by experienced and able counsel who have litigated major class actions for over thirty years.

20. Plaintiffs' claims are typical of all Class Members' claims 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 Plaintiffs and to the Class Members.

21. 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.

22. Similarly, Defendant, in its addressing of the issue has exhibited that it will act and has acted or refused to act in ways that are universal to the Class.

23. Questions of law or fact common to the Members of the Class predominate over any questions affecting only individual Members and class action is superior to other available methods for the fair and efficient adjudication of the controversy.

24. 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 share the costs of litigation, experts, and discovery in one action rather than in individual actions where these costs may exceed the value of the claim and act as an unnatural deterrent to recovery.

25. Plaintiffs have suffered injuries common to the class from defects which are common to the class and has claims typical of the class. Those injuries are simply a method of calculation that is also universal to the class.

26. Plaintiffs, and those similarly situated, are the known third party beneficiaries and known payors of funds for any contract concerning the guaranty of performance at the VC Summer Project.

27. The VC Summer Owners, contractually and statutorily, are not empowered with the ability to negotiate, reduce, release, or receive the benefit for the rights and funds properly belonging to customers.

28. Despite knowledge of the source of funds, Toshiba negotiated with the utilities and paid or agreed to pay the VC Summer Owners the funds which were guaranteed to protect Plaintiffs and those similarly situated and were paid to reimburse for charges paid for by Plaintiffs and those

similarly situated.

29. As a result, Plaintiffs have suffered substantial loss and are entitled to full compensation including all direct and consequential damages, interest and punitive damages.

WHEREFORE, Plaintiffs demand a jury trial and pray for judgment, against Defendant and that:

A. The Court certify a class consisting of all customers who paid for and who are continuing to pay for the costs of the VC Summer Project;

B. Plaintiffs recover, both on behalf of themselves and all others similarly situated, the general and special compensatory damages determined to have been sustained by them;

C. Plaintiffs recover actual and punitive damages from Defendant in an amount to be determined;

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

PLAINTIFFS DEMAND A TRIAL BY JURY.

SPEIGHTS & SOLOMONS, LLC

By: /s/ Daniel A. Speights

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(803) 943-4444

Attorneys for Plaintiff

Hampton, South Carolina
October 3, 2017

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 LeBrian Cleckley, on behalf of himself)
 and all others similarly situated,)
)
 Plaintiffs,)
)
 v.)
)
 South Carolina Electric & Gas Company,)
 and the State of South Carolina,)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 C/A No.: 2017-CP-40-04833

PRETRIAL ORDER # 1

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HAMPTON)
)
 Richard Lightsey,)
)
 Plaintiff,)
)
 v.)
)
 South Carolina Electric & Gas Company,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 C/A No.: 2017-CP-25-0335

PRETRIAL ORDER # 1

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HAMPTON)
)
 Jessica S. Cook,)
)
 Plaintiff,)
)
 v.)
)
 South Carolina Public Service Authority)
 (also known as Santee Cooper), et al.)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 C/A No.: 2017-CP-25-0348

PRETRIAL ORDER # 1

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 Chris Kolbe and Ruth Ann Keffer, on)
 behalf of themselves and all others)
 similarly situated,)
)
 Plaintiffs,)
)
 v.)
)
 South Carolina Public Service Authority,)
 et al.,)
)
 Defendants.)
)
 _____)

IN THE COURT OF COMMON PLEAS
 C/A No.: 2017-CP-08-2009
 'PRETRIAL ORDER # 1

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FAIRFIELD)
)
 Edwinda Goodman, et al.,)
)
 Plaintiffs,)
)
 v.)
)
 SCANA CORPORATION, et al.,)
)
 Defendants.)
)
 _____)

IN THE COURT OF COMMON PLEAS
 C/A No.: 2017-CP-20-0300
 PRETRIAL ORDER # 1

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HAMPTON)
)
 Richard Lightsey and Jessica Cook,)
)
 Plaintiffs,)
)
 v.)
)
 Toshiba Corporation,)
)
 Defendant.)
)
 _____)

IN THE COURT OF COMMON PLEAS
 C/A No.:2017-CP-25-0414
 PRETRIAL ORDER # 1

CASE MANAGEMENT ORDER NO. 1

In accordance with the Order of the Supreme Court vesting this Court with exclusive jurisdiction to hear and dispose of all pretrial motions and other pretrial matters in any case that may arise statewide pertaining to customer-related claims requesting reimbursement or refunds as a result of the abandonment of the V.C. Summer Nuclear Project, the Court enters this Case Management Order No. 1 setting forth the organization of Plaintiffs' counsel to assist in the just, speedy, and efficient resolution of this action:

Organization of Plaintiffs' Counsel

LEAD COUNSEL: J. Preston Strom, Jr. **LIAISON COUNSEL:** Daniel A. Speights

STEERING COMMITTEE

J. Edward Bell
A. Camden Lewis
Terry E.
Richardson, Jr.
Daniel A. Speights
J. Preston Strom, Jr.
James L. Ward, Jr.

EXECUTIVE COMMITTEE

Bell Legal Group, LLC
Richardson, Patrick, Westbrook & Brickman, LLC
Lewis Babcock, LLP
Savage, Royall and Sheheen, L.L.P.
Speights & Solomons, LLC
The Strom Law Firm LLC
McGowan, Hood & Felder, LLC
McCullough Khan, LLC

LEGAL CHIEF COUNSEL: Daniel A. Haltiwanger

DISPOSITIVE MOTIONS: Daniel A. Haltiwanger

CONSTITUTIONAL CLAIMS: A. Camden Lewis

DIRECTOR CLAIMS: J. Edward Bell

LIABILITY CHIEF COUNSEL: A. Gibson Solomons, III

SCE&G LIABILITY: A. Gibson Solomons, III



SANTEE COOPER LIABILITY: James L. Ward, Jr.

COOPERATIVE LIABILITY: A. Gibson Solomons, III

TOSHIBA LIABILITY: Daniel A. Speights


DISCOVERY CHIEF COUNSEL: Jessica L. Fickling

PSC COUNSEL: J. Edward Bell

LEGISLATION COUNSEL: J. Preston Strom, Jr.

CLIENT LIAISON COUNSEL: Bakari T. Sellers

BANKRUPTCY COUNSEL: Daniel A. Speights


JOHN C. HAYES, III

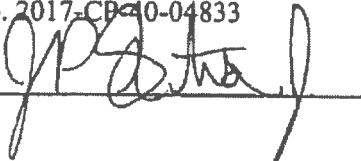
HC

York, South Carolina

November 20th, 2017

WE SO MOVE AND CONSENT:

LeBrian Cleckley v. South Carolina Electric & Gas Company and the State of South Carolina,
Case No. 2017-CP-10-04833

By:  _____

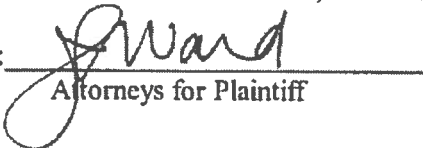
Richard Lightsey v. South Carolina Electric and Gas Company, Case No. 2017-CP-25-335

By:  _____
Attorneys for Plaintiff

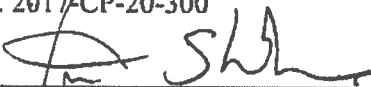
Jessica S. Cook v. South Carolina Public Service Authority (also known as Santee Cooper),
South Carolina Electric and Gas, Palmetto Electric Cooperative, Inc., and Central Electric Power
Cooperative, Inc., Case No. 2017-CP-25-348

By:  _____
Attorneys for Plaintiff

Chris Kolbe and Ruth Ann Keffer, etc. v. South Carolina Public Service Authority, et al., and
South Carolina Electric & Gas, Case No. 2017-CP-08-2009

By:  _____
Attorneys for Plaintiff

Edwinda Goodman, et al. v. SCANA Corporation and South Carolina Electric and Gas Company,
Case No. 2017-CP-20-300

By:  _____
Attorneys for Plaintiff

Richard Lightsey and Jessica Cook v. Toshiba Corporation, Case No. 2017-CP-25-414

By:  _____
Attorneys for Plaintiff

Certificate of Electronic Notification

Recipients

Daniel Speights - Notification transmitted on 11-27-2017 12:16:50 PM.

Algernon Solomons - Notification transmitted on 11-27-2017 12:16:50 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

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A filing has been submitted to the court RE: 2017CP2500414

Official File Stamp: 11-27-2017 12:16:38 PM

Court: CIRCUIT COURT

Common Pleas

Hampton

Case Caption: Richard Lightsey , plaintiff, et al VS Toshiba Corporation

Document(s) Submitted: Order/Signed Order/Protection from Court Appearance

Filed by or on behalf of: Daniel A. Speights

This notice was automatically generated by the Court's auto-notification system.

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The following people were served electronically:

Algernon Gibson Solomons, III for Richard Lightsey, Jessica Cook

Daniel A. Speights for Richard Lightsey, Jessica Cook

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Speights & Solomons, Llc

Toshiba Corporation

Speights & Solomons, Llc

ELECTRONICALLY FILED - 2017 Nov 28 2:51 PM - HAMPTON - COMMON PLEAS - CASE#2017CP2500414