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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)

Plaintiff(s),) Videotaped Deposition

vs.)

) of

) SHERI L. WICKER

South Carolina Electric & Gas)
Company, a Wholly Owned)
Subsidiary of SCANA, SCANA)
Corporation, and the State of)
South Carolina)

Defendant(s).)

Videotaped Deposition of SHERI L. WICKER,
taken before Jennifer L. Thompson, CVR-M, Nationally
Certified Verbatim Court Reporter and Notary Public in
and for the State of South Carolina, scheduled for
10:00 a.m. and commencing at the hour of 10:07 a.m.,
Thursday, August 23, 2018, at the office of Haynsworth,
Sinkler, Boyd P.A., Columbia, South Carolina.

Reported by:

Jennifer L. Thompson, CVR-M

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18 **REPORTER'S LEGEND:**

- 19 -- [denotes interruption/change in thought]
20 ... [denotes trailing off/incomplete
21 thought or statement]
22 [sic] [denotes word/phrase that may seem strange or
23 incorrect; written verbatim]
24 (ph) [denotes phonetic spelling]
25 (unintelligible) [denotes not capable of being
understood]
(indiscernible crosstalk) [denotes multiple speakers
at the same time, not capable of
being understood]

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STIPULATIONS

This deposition is being taken pursuant to
the South Carolina Rules of Civil Procedure.

- - - - -

The reading and signing of this deposition is
reserved by the deponent and counsel for the
respective parties.

- - - - -

(Begin 10:07 a.m.)

Whereupon, the case caption was published and
counsel noted their appearances for the record.)

- - - - -

Whereupon,

SHERI L. WICKER, being administered an oath
of affirmation or duly sworn and cautioned to
speak the truth, the whole truth, and nothing but
the truth, testified as follows:

Court Reporter: State your full name for the
record, please.

Witness: Sheri L. Wicker.

- - - - -

MR. CHALLY: Just before we begin, Dan, so
everyone's clear, Judge Hayes has not entered yet
a Confidentiality Order in this case, but it's my
understanding that all parties have agreed to

1 first thing is that even though we have a video
2 that's going today, it's important to verbalize
3 your answer, so say yes or no instead of just
4 nodding your head yes or saying uh-huh so that way
5 our court reporter can write everything down.

6 Along with that, if you come up with a name
7 and -- for instance, in our last deposition,
8 Mr. Browne there's an E on the end of his name, if
9 there's a name and you know how to spell it, I'd
10 ask you to go ahead and volunteer it if you know
11 so that she can have an accurate transcript of who
12 all we're talking about. Also, I imagine we're
13 going to go for a little while today. I'm going
14 to try to break about every hour to make sure
15 everybody has a chance to get a drink, use the
16 restroom. But if at anytime you need to use a
17 break, just let me know and we will take a break.
18 It's not an endurance contest. Also, the court
19 reporter has just sworn you in, that's because
20 this testimony, you're under oath just like we're
21 in a court, so it's important for me to remind you
22 of that. Also I'm not an accountant. I don't
23 have -- if I could do math, I wouldn't have become
24 a lawyer. So today while we're talking about some
25 of the accounting issues especially - this applies

1 to everything - if I use a word or a phrase you
2 don't understand or you think I'm using it
3 incorrectly, please point it out to me. It's not
4 just a one-way street, you can ask me to repeat a
5 question, you can ask me to rephrase it, anything
6 that -- you know, unless you let me know, I'm
7 going to assume you knew what I was talking about,
8 okay?

9 A Okay.

10 Q Also along those lines, if you -- as we go on
11 today, if you realize an earlier question I asked
12 you was -- you answered incorrectly or you
13 remember something, you know, if I ask you a name
14 and you don't remember it and an hour later you're
15 like, oh, that's who I was thinking of, you always
16 have the right to interrupt me and elaborate on an
17 earlier answer.

18 A Okay.

19 Q Okay. Also, I expect today at some point some of
20 the other attorneys in the room may make an
21 objection to what I ask. And there's a couple of
22 different types of objections in depositions.
23 There are some you might hear the phrase "object
24 to the form." In that situation, one of the other
25 attorneys has an issue with the way I have phrased

1 a question. Another type of objection that may
2 arise is an objection to what they would call
3 attorney-client privilege or work product or some
4 other privilege. And in that case, your attorney
5 may or may not instruct you not to answer my
6 question. So on the first ones where you just
7 hear the phrase "object to the form," I'm going to
8 ask you, unless if there's something you need me
9 to either repeat the question or rephrase it, I'm
10 going to ask you to go ahead answer it as best as
11 you can. On the other types of objections, you
12 have -- you know, your attorneys will conference
13 with you or talk with you.

14 (Greg Galvin joins via telephone)

15 BY MR. HALTIWANGER:

16 Q So I just give that to you because I'm sure at
17 some point you'll hear "object to the form" and a
18 lot of time witnesses are like "what am I supposed
19 to do next?"

20 A Okay.

21 Q And, well, let me ask, have you ever had a
22 deposition taken before?

23 A I have not.

24 Q Now, I don't want to get into what you discussed
25 with any of your attorneys, but I do want to know

1 what you did to prepare today. Specifically, did
2 you go look at any materials and review them,
3 documents, anything like that?

4 A I met with counsel in order to prep.

5 Q Did you review any documents?

6 A We reviewed some documents and emails.

7 Q Which ones?

8 A Which documents?

9 Q Yes.

10 A Specifically which documents?

11 Q Yeah.

12 A We reviewed documents related to the EAC review
13 team's summary and recommendations. We reviewed
14 some spreadsheets that I wasn't -- I was not
15 familiar with, so it's going to be hard for me to
16 tell you exactly which ones that they were.

17 Q What did they have to deal with?

18 A They had numbers and highlighted fields on them.
19 It looked like it was an estimate, a project
20 estimate, but again, I wasn't familiar with those
21 spreadsheets. We looked at - I don't remember the
22 details of any others. - some emails. There
23 was -- I'm trying to think of what -- there was an
24 email between Carlette Walker and myself. There
25 was an email where I had sent some of the EAC

1 review team data to Ms. Walker. I cannot remember
2 the details of any others

3 Q Okay. The spreadsheet you mentioned, the
4 spreadsheets had an estimate. What was it
5 estimating?

6 A I don't even -- I say an estimate. It was more
7 like there were numbers, and I don't even remember
8 what -- I remember they were highlighted numbers,
9 and that's all I remember. I should say maybe not
10 so much an estimate as they were numbers on them,
11 but I don't even remember the headings on them.

12 Q Okay. The email -- The Carlette Walker email,
13 what was the subject of that?

14 A She was going to be out. It was around the
15 holidays and she was going to be out.

16 Q And the email with the EAC review team data, who
17 was on that email chain?

18 A It was from me to her.

19 Q Her being Carlette?

20 A Carlette, yes. I'm sorry Ms. Walker. And I think
21 Kevin Kochems and Ken Browne were copied on that
22 email.

23 Q Besides documents, did you talk to any SCANA
24 employees to prepare for today?

25 A No, I did not.

1 Q Did you talk to any Santee Cooper?

2 A No, I did not.

3 Q Anybody besides your attorneys?

4 A No, I did not. In preparation?

5 Q Yeah.

6 A No.

7 Q Have you had the opportunity to read Carlette
8 Walker's deposition?

9 A I have not, other than what was in the newspapers.

10 Q Have you been following the newspapers and reading
11 them with relation to the SCANA situation?

12 A I have.

13 Q When was the last time you communicated with
14 Carlette Walker?

15 A I have not spoken with Carlette since the day that
16 she -- the day prior. It was probably the 1st of
17 January. It was her last full day at work.

18 Q You have not communicated with her since she left?

19 A No, I have not.

20 Q No text messages or emails?

21 A No. Not that I can remember, no.

22 Q Okay. How long did you work with Carlette Walker
23 at SCANA?

24 A I believe she came out to the project in 2009, so
25 it would have been from 2009 until she left.

1 Q Did you know her before?

2 A Just from working at the company, yes.

3 Q Had you worked on any projects or teams together
4 before?

5 A We worked on the United Way project years ago.

6 Q And on the project itself -- and when I talk about
7 the project, I'm talking about the New Nuclear
8 Development project, VC Summer, the nuclear
9 plants. You'll hear us use various phrases of
10 that, but whenever I'm talking about it, that's
11 what I'm referring to. Was she your supervisor on
12 that project?

13 A She was.

14 Q Who was your supervisor before her?

15 A Bobby Caldwell.

16 Q And do you know why Ms. Walker replaced
17 Mr. Caldwell?

18 A I don't. I mean, she was -- Bobby was the manager
19 of accounting and then Carlette came on as the VP
20 of finance.

21 Q Did he leave the company?

22 A He retired.

23 Q So I assume as she was your supervisor, you would
24 have interacted with her on somewhat of a regular
25 basis?

1 A Yes.

2 Q How often would you say you interacted with
3 Ms. Walker during the project?

4 A If she was at the site, pretty much on a daily
5 basis.

6 Q How would you describe her as a supervisor?

7

8 MR. CHALLY: Object to form.

9

10 A She was a very good boss to me.

11 Q You said you had been following the news with
12 respect to this litigation and the project. There
13 was a news story involving a voicemail that Ms.
14 Walker had left to a Santee Cooper employee. Did
15 you happen to read that news story?

16 A I heard, yes.

17 Q And have you heard the voicemail?

18 A I listened to as a part of the news story.

19 Q What was your reaction to hearing the voicemail?

20

21 MR. CHALLY: Object to form.

22

23 A I was shocked. I had not heard the voicemail.

24 Q What about it shocked you?

25 A The accusations against the management of SCANA.

1 Q During your time that you interacted with
2 Ms. Walker in the project, had you -- you hadn't
3 heard any similar --

4 A I hadn't.

5 Q -- statements from her?

6 A None that I remember.

7 Q Have you had the opportunity to read Margaret
8 Felkel's deposition?

9 A No, I have not.

10 Q Can you give us your full name.

11 A It's Sheri Lindler Wicker, and I use an L as my
12 middle initial.

13 Q I noticed there was more than one Sheri and more
14 than one Wicker on this project, so I imagine
15 that's --

16 A Oh, yes.

17 Q The Wicker, Mandy Wicker --

18 A Yes.

19 Q Were you any relation to her?

20 A No, we're not related.

21 Q What is your current occupation?

22 A I am employed with SCANA Corporation, and I am the
23 manager of SCE&G's credit department.

24 Q When you say SCANA Corporation, we've come across
25 several different entities: SCANA Services, SCE&G

1 --

2 A SCANA Services. I'm sorry. SCANA Services.

3 Q And in your current role, kind of give us an idea
4 what your job description would be.

5 A Currently, the SCE&G credit department is
6 responsible for ensuring that SCE&G's customers'
7 accounts are properly secured with deposits. We
8 work on payment arrangements with customers. We
9 handle all of the regulatory compliance for
10 credit, such as reporting to credit bureaus. We
11 handle any written credit disputes. And that's
12 pretty much it, in summary.

13 Q When did you start that position?

14 A In November of last year, 2017.

15 Q I've just learned for some people it's easier to
16 start current and work backwards, and for some
17 people it's easier to go from when they finished
18 school forward, but I want to get an employment
19 history from you.

20 A Okay.

21 Q So which way would be easier for you?

22 A I can start in the beginning.

23 Q Okay.

24 A Is that okay?

25 Q That's perfect.

1 A So my senior year at the University of South
2 Carolina, I became a student assistant at South
3 Carolina Electric & Gas Company, and then upon my
4 graduation in May of 1988, I was hired full time
5 in our treasury department. I worked in our
6 treasury department until 1996. In 1996, I moved
7 into our shareholder services department. In
8 2005, I moved into our payroll department. And in
9 2008, I moved out to the New Nuclear project, and
10 then in November of 2017, I was transferred to
11 SCE&G's credit department.

12 Q What degrees, if any, did you get from USC?

13 A I received a bachelor of science in business with
14 a concentration in finance.

15 Q And do you hold any licenses?

16 A I don't.

17 Q Any certificates?

18 A No, I don't.

19 Q I don't need to get into amounts, but I am curious
20 how your personal compensation is structured at
21 SCANA.

22 A My personal compensation is I have a salary, a
23 base salary. And then I am in the short-term
24 bonus program.

25 Q For somebody not familiar with that, how would you

1 describe the short-term bonus program?

2 A The short-term bonus program is a bonus program
3 where a percentage of your compensation is tied to
4 department goals and then the earnings goals of
5 the company.

6 Q Would that be what we call earnings-per-share?

7 A Yes.

8 Q And during your employment, has there ever been a
9 situation where you received a bonus separate from
10 that type of structure?

11 A No. No, none that I can remember.

12 Q During your time on the nuclear project, would the
13 department goals have been related to the nuclear
14 project itself?

15

16 MR. CHALLY: Object to form.

17

18 A Yes.

19 Q I want to get an idea -- and again, I don't know
20 if it's easier to start from the beginning or from
21 the end. While you were on the new nuclear
22 project, I want to get an idea who you would have
23 been interacting with on a regular basis.

24 A I was responsible for the financial accounting
25 processes for the project. So I would have

1 been -- I would have interacted with the SCE&G
2 project team that was on the site.

3 Q How large was that team, approximately?

4 A At the end of the project, it was 500, 600.

5 Q Okay.

6 A As well as our SCANA corporate accounting.

7 Q And who in corporate accounting would you have
8 been dealing with?

9 A Jim Swan is our -- was our controller at the time.

10 Q And would you have been reporting directly to
11 Ms. Walker?

12 A I would, yes.

13 Q And did you have anybody reporting to you?

14 A I did.

15 Q And who would that be?

16 A At the end of -- there were three people that were
17 reporting to me. It was Sherry Stockman, Mandy
18 Wicker and Rebecca Pitts.

19 Q During your time on the project, did you have
20 anyone else that reported to you?

21 A I did. I had Diane Thigpen and Brandy Mann.
22 M-a-n-n.

23 Q And besides Mr. Caldwell and Ms. Walker, did you
24 have anybody else that you reported to while on
25 the project?

1 A I did. After it was announced that Carlette was
2 leaving the project, Betty Best was my director.
3 And then after that, Kevin Kochems.

4 Q Have you had any conversations with Carlette
5 Walker about her severance package for SCANA?

6 A I have not.

7 Q Have you had any conversations with anyone else
8 about it?

9 A I have not.

10 Q Since the work -- since the project was abandoned,
11 have you had any discussions with anyone related
12 to the South Carolina Law Enforcement Division or
13 SLED?

14 A I have not.

15 Q The Attorney General's office?

16 A I have not.

17 Q The FBI?

18 A I have not.

19 Q The Securities and Exchange Commission?

20 A I have not.

21 Q Any other law enforcement or regulatory?

22 A I have not.

23 Q Jumping around to some other topics. I want to
24 talk a little bit about the Westinghouse
25 bankruptcy. My understanding is Westinghouse

1 declared bankruptcy in March of 2017.

2 Approximately when did you first find out about

3 Westinghouse's bankruptcy?

4 A On the date it was announced.

5 Q How did you learn of it?

6 A I don't remember if it was -- I don't remember.

7 Q Do you recall if you learned from somebody at the
8 project or on television?

9 A Oh, it was at the project. I mean, I have to
10 believe I heard about it at work.

11 Q But you don't remember how exactly?

12 A I don't.

13 Q What was your reaction to learning of the
14 bankruptcy?

15 A I was very surprised.

16 Q Prior to hearing about it, had you been involved
17 in any discussions related to Westinghouse's
18 potential bankruptcy?

19 A No, none that I can remember.

20 Q After the bankruptcy was announced, what happened
21 at SCANA in response, that you were involved with?

22

23 MR. CHALLY: Object to form.

24

25 A We -- there was an interim assessment agreement,

1 and it provided for interim payments to
2 Westinghouse. And that was really where I got
3 involved was processing those payments.

4 Q Kind of explain what that meant, what's going on?

5 A And I don't have the interim assessment agreement
6 in front of me, so I can't talk in great detail,
7 but we would receive weekly estimates from
8 Westinghouse for what they anticipated paying the
9 following week. And then we would fund on the
10 Friday before that week.

11 Q So I take it from your answer that Westinghouse
12 continued work on the site after the bankruptcy?

13 A Yes.

14 Q And SCANA was reimbursing them for that work?

15 A Yes.

16 Q And that was pursuant to an interim assessment
17 agreement?

18

19 MR. CHALLY: Object to form.

20

21 A Interim assessment agreement.

22 Q Prior to the Westinghouse bankruptcy in February
23 of 2017, there was some public announcements by
24 Toshiba that it was writing off losses of about
25 \$6 billion related to Westinghouse. Did that

1 trigger any discussions at SCANA, that you recall?

2 A None that I recall.

3 Q So before March of '17, were you aware of any
4 discussions about what could happen if
5 Westinghouse or Toshiba declared bankruptcy?

6 A No, none that I'm aware.

7 Q Besides the entering into the interim assessment
8 agreement with Westinghouse, what other actions,
9 if any, are you aware of SCANA took in response to
10 the Westinghouse bankruptcy?

11

12 MR. CHALLY: Just to clarify, are you asking
13 for what she was personally involved in?

14 MR. HALTIWANGER: What she's personally aware
15 of.

16

17 BY THE WITNESS:

18 A We made direct payments to Fluor, the
19 subcontractor, Fluor. And then we began -- I do
20 know that there was a team that began looking at
21 there being a manager-directed -- or owner-
22 directed project. I'm sorry.

23 Q What does that term "owner-directed project" mean
24 to you?

25 A Where SCE&G would become the construction manager

1 where we had the -- and this is my recollection --

2 Q Yeah.

3 A Where we had an engineering procurement and
4 construction agreement with Westinghouse. We were
5 going to -- and this is my understanding. I'm an
6 accountant, not a construction -- that we would --
7 we were looking at Westinghouse continuing the
8 engineering, but the owner -- and maybe it was
9 engineering and the procurement. And then the
10 owner taking over the construction piece and
11 directing that work.

12 Q And you said there was a team?

13 A There was a team.

14 Q Who was on that team?

15 A I'm not sure who was on the team, but Kyle Young
16 led that effort.

17 Q What had his position been at that time?

18

19 MR. CHALLY: Object to form.

20

21 A He was a construction manager. I'm not sure
22 exactly what his title was.

23 Q And besides Mr. Young, anyone else you recall
24 being on that team?

25 A There were several on that team. I only

1 interacted with the construction employees that
2 were on that team. Do you want the names that I
3 remember?

4 Q Sure.

5 A Justin. I'm having a hard time remembering last
6 names right now. David Parler was one. Chris
7 Brinkley was another. There were a couple of
8 employees from Design Engineering, Finley Salter
9 was one. Justin Inman, that was his name. Those
10 are the ones that I remember.

11 Q And again, what did you understand the purpose of
12 that team was?

13 A Was to determine the cost to complete and then, I
14 guess, a new schedule. I don't -- I wasn't a part
15 of that team, so that was just my understanding.

16 Q Were you aware of whatever the result of the work
17 that team became?

18

19 MR. CHALLY: Object to form.

20

21 A I never saw the finished product, no. Or any
22 product.

23 Q Prior to the Westinghouse bankruptcy, it's my
24 understanding they had acquired Stone & Webster.
25 Are you familiar with who Stone & Webster was?

1 A Yes.

2 Q Explain to me what's your understanding of their
3 role.

4 A That they were the construction -- the contractor
5 for under the EPC agreement.

6 Q Did Westinghouse's acquisition of Stone & Webster
7 have any impact on what you were doing out at the
8 project?

9 A No. Not for me, no. Well, I'm sorry. The
10 acquisition, the employees became WEC -- I think
11 they were called WEC tech employees.

12 Q And WEC tech would have been Westinghouse?

13 A I don't know what WEC tech stands for, I'm sorry.

14 Q Okay. And at the time of the bankruptcy, I'm
15 trying to get an idea -- and I don't know if your
16 role in the project you would know or not, but at
17 the time Westinghouse declared bankruptcy, did
18 SCANA owe Westinghouse any outstanding invoices or
19 monies?

20

21 MR. CHALLY: Object to form.

22

23 A I can't recall from memory.

24 Q After the Westinghouse bankruptcy, are you aware
25 if SCANA got new financial information about the

1 project from Westinghouse that its team was
2 looking at?

3

4 MR. CHALLY: Object to form.

5

6 A No, I can't confirm that.

7 Q Around the time of the bankruptcy, did you have
8 any discussions with any Santee Cooper employees
9 about the Westinghouse bankruptcy?

10 A Marion Cherry was involved in reviewing the weekly
11 estimated payments, so that was my involvement
12 with Santee Cooper.

13 Q During your time on the project, was Marion Cherry
14 the only Santee Cooper employee you interacted
15 with?

16 A No. Ken Browne was the Santee Cooper rep when I
17 first started on the project and then Marion
18 Cherry.

19 Q Did Ken Browne stay with Santee Cooper throughout
20 the project?

21 A No, he -- I think he retired from Santee Cooper
22 and then he came to work for SCE&G.

23 Q How was your day-to-day job impacted by the
24 Westinghouse bankruptcy?

25 A How was my day --

1 Q Day-to-day --

2 A -- then during Westinghouse --

3 Q Yeah -- well, once Westinghouse declared
4 bankruptcy, how did that change your daily job
5 duties?

6 A I was still involved in the invoice review process
7 for the project. Instead of 20 EPC invoices from
8 Westinghouse, we had the one estimated payment
9 that was made to them. We still had, you know,
10 the normal project invoices coming through and we
11 were paying Fluor directly, so we were still
12 reviewing the construction invoices.

13 Q The Fluor Corporation had come up before, and I
14 just want to get into a little discussion about
15 that now. It's my understanding in the fall of
16 2015, Fluor was brought onto the project out
17 there. Is that what you recall?

18 A I'm not sure if that's the exact date, but they
19 were brought into the project.

20 Q Did you or your department have any involvement in
21 on-boarding Fluor?

22 A On the construction site, no.

23 Q But I assume they came into the invoicing --

24 A Yes, we worked with their finance department on
25 setting them up as a vendor and then how they

1 would -- how they would send the invoices to us.

2 Q What was your understanding of the role Fluor was
3 playing when it came on the project?

4 A It was my understanding that they became the
5 contractor.

6 Q Can you elaborate on that understanding?

7 A It was my understanding that the construction --
8 the craft employees that were on site remained on
9 site. They became Fluor employees, so Fluor was
10 managing the construction of the project. That's
11 my understanding.

12 Q And prior to them being Fluor employees, who would
13 they have been employed by?

14 A Stone & Webster, I think.

15 Q Do you know if prior to being brought on board
16 Fluor performed any sort of type vestment as to
17 the cost of completion of the project?

18 A No, I'm not aware of that.

19 Q Are you aware of Fluor completing any cost of
20 completion analysis after they came on?

21 A In giving it to us? No, I'm not aware of that.

22 Q What about giving to anybody else?

23 A No, I'm not.

24 Q It's my understanding that Fluor came on board
25 about the same time as the project switched to

1 what's commonly referred to as the fixed-price
2 contract.

3 A Yes.

4 Q What was your understanding about Fluor's relation
5 to the fixed-price contract?

6

7 MR. CHALLY: Object to form.

8 MR. RICHARDSON: What -- John, you keep
9 making these form objections. What's the
10 objection to the form?

11 MR. CHALLY: She doesn't have knowledge as to
12 this topic right now.

13 MR. RICHARDSON: And so all of them basically
14 have been that she didn't have knowledge?

15 MR. CHALLY: Lacks foundation.

16 MR. RICHARDSON: So that -- it seems like to
17 me that's not a form objection.

18 MR. CHALLY: Lacks foundation, it's form.

19 MR. RICHARDSON: That's the same thing?

20 MR. CHALLY: Uh-huh. Yeah. I'm happy to say
21 lacks foundation, but I'm just trying to keep it
22 simple.

23 MR. RICHARDSON: Somebody help me out.
24 Foundation.

25 MR. HALTIWANGER: Could you reread her the

1 last question?

2 COURT REPORTER: What was your understanding
3 about Fluor's relation to the fixed-price
4 contract?

5

6 BY THE WITNESS:

7 A And that's -- I'm not -- I don't know what that
8 was.

9 Q Okay. Well, at some point, it's my understanding
10 that the EPC contract for the project was changed
11 to a fixed-price situation. Is that your
12 understanding?

13 A Amended.

14 Q And approximately when did that happen?

15

16 MR. CHALLY: Object. Lacks foundation.

17

18 A I'm not -- I don't know when the fixed-price
19 option was exercised or I don't remember when it
20 was exercised. Maybe the -- we were operating
21 under the October 2015 amendment beginning in
22 January of 2016. I'm not sure which month the
23 fixed-price option was exercised.

24 Q Were you aware that the option was going to be
25 exercised before it happened?

1 A I was not.

2 Q Were you involved in any of the negotiations for
3 the fixed-price contract?

4 A I was not.

5 Q Do you know who was involved at SCANA?

6 A I do not -- no, I do not.

7 Q How did the -- how did the amendment impact your
8 department in what they were doing on the project?

9 A Well, we had initially -- in January of 2016,
10 there were fixed payments that were made each
11 month. And then there were parallel invoices that
12 were to be trued-up to those -- those payments.
13 And so we were reviewing those parallel invoices
14 in the same manner that we had previously reviewed
15 the EPC invoices.

16 Q I just want to make sure I'm not confused. The
17 amendment had switched to a fixed-price situation,
18 but you were still getting invoices?

19 A Well, in January of 2016, the fixed-price option
20 had not been exercised yet.

21 Q Okay.

22 A So we were making lump sum payments to
23 Westinghouse, but we were receiving parallel
24 invoices that were to be trued-up to those
25 payments.

1 Q And again, I'm not an accountant, so if I butcher
2 any of this I apologize, but under the amendment,
3 SCANA would be paying a lump sum under the
4 amendment to Westinghouse?

5 A Yes.

6 Q But then they would also receive invoices from
7 Westinghouse that they would then true-up. Is
8 that with the lump sum payment that had been made?

9 A Yes.

10 Q And what would happen after the true-up?

11 A Either we would owe Westinghouse additional money
12 if the parallel invoices exceeded the monthly
13 payments or they would owe us money if the
14 payments we made were less -- or greater than the
15 parallel invoices.

16 Q And what was the typical outcome of that analysis?

17

18 MR. CHALLY: Object to form.

19

20 A There were -- there were months where we -- the
21 parallel invoices were less than the payments.
22 And I know there was one month where they were
23 greater than our payment.

24 Q What month range are we talking about, how many
25 months?

1 A January through June.

2 Q And did something change in June?

3

4 MR. CHALLY: Object to form.

5

6 A No. I think I'm just thinking -- well, actually
7 it was September. So we completed that through --
8 it must have been in the third quarter that we
9 exercised the fixed-price.

10 Q And after that occurred, how did that impact what
11 you were doing in the department?

12 A After -- once the fixed-price was exercised, then
13 the construction team started working on a
14 construction milestone schedule which was a part
15 of that October 2015 amendment. So we were paying
16 for fixed-price work through the construction
17 milestones.

18 Q And for somebody who's not familiar with that type
19 of terminology, give us a layman's explanation of
20 --

21 A A construction milestone -- and this is just an
22 example. I don't know -- set reactor coolant pump
23 in building. And so that would be the milestone
24 and then there would be a dollar amount assigned
25 to that milestone. And once the milestone was

1 complete, then they would bill that milestone
2 along with the dollar amount in the milestone
3 payment schedule.

4 Q So when I hear -- when you hear the term
5 "fixed-price," is it a fixed price for the
6 milestones, each individual milestone, or is it a
7 fixed-price we're paying you X dollars a month?
8 How did that work?

9 A It was a fixed price per milestone.

10 Q Had SCANA done any calculations as to what the
11 total cost of the project would be at that point,
12 based on the fixed price?

13

14 MR. CHALLY: Object to form.

15

16 A Yes. There was a fixed price included in the
17 October 2015 amendment.

18 Q Do you recall what that was, approximately? I'm
19 not asking you for the penny.

20 A The -- it was a number post June 30, 2015. And so
21 it was more of a to-go, and it was around
22 6 billion. That's when I remember.

23 Q And that's post June 2016?

24 A I think it was -- no, I think it was '15.

25 Q 2015, okay. Were you involved in any way in the

1 evaluation of the 2015 amendment to go to the
2 fixed price?

3 A I was not.

4 Q Do you know who at SCANA would have been involved
5 in those negotiations?

6 A I'm not.

7 Q Do you recall any discussions about the potential
8 switch to the fixed-price contract on
9 Westinghouse's overall financial liability?

10 A No, I'm not.

11 Q Since the Westinghouse bankruptcy, have you ever
12 heard any discussions that the switch to the fixed
13 price contributed to the bankruptcy?

14 A No, none that I'm aware of.

15 Q Do you know when SCANA first started exploring the
16 potential of switching to the fixed-price
17 contract?

18 A I do not.

19 Q Before the time that -- the 2015 amendment, do you
20 know if SCANA undertook to determine what it
21 thought might be the cost to finish the project?

22

23 MR. CHALLY: Object to form.

24

25 A Prior -- we -- you're saying prior to the

1 October 2015 amendment?

2 Q Yeah, prior to the amendment.

3 A If we on our own tried to determine what the cost
4 to complete was? No.

5 Q Do you know if Westinghouse or anybody else had?

6 A Yes. We did receive an estimate to complete or
7 estimate at completion, an EAC.

8 Q When would that have occurred?

9 A Around the summer. I think the summer of 2014,
10 late August.

11 Q And is that what eventually led into your work on
12 the EAC team?

13 A Yes, yes.

14 Q What do you recall the numbers that you got in the
15 summer of 2014 from Westinghouse?

16 A The numbers, the exact numbers?

17 Q As close to the overall estimated at completion
18 cost.

19 A We received numbers, it was for a December to
20 December. I think it was December of 2018 to
21 December 2019. And it was an estimate for -- to
22 complete the target, which is a cost-plus work
23 scope in time and materials. And I want to -- I
24 want to say -- I don't have it in front of me --

25 Q Okay.

1 A -- but I want to say the increase over what they
2 had given us was around a billion dollars.

3 Q When you say "what they had given us," what was
4 the number --

5 A Well, what was already in the EPC contract, an
6 estimate for target and time and materials work
7 scopes.

8 Q Between the start of the project and the numbers
9 you got in the summer of 2014, had you received
10 any other estimate of completions from
11 Westinghouse that you're aware of?

12 A None that I'm aware of.

13 Q Just to try to broaden it out, I want to try to
14 get a list of all the different times an estimate
15 at completion had been done, whether it was by
16 y'all at SCANA or by Westinghouse or Fluor or
17 whoever. How many estimated completion cost
18 projections are you aware of?

19

20 MR. CHALLY: Object to form. Asked and
21 answered.

22

23 A Just that one. Just that one that I was involved
24 in.

25 Q Prior to the project beginning, I assume there was

1 an estimated cost of completion done before the
2 actual project started. Are you familiar with
3 that?

4

5 MR. CHALLY: Object to form.

6

7 A I was not there when the project started, so I
8 can't speak to that.

9 Q Were you ever aware of what that number was?

10

11 MR. CHALLY: Object to form.

12

13 A It would have been the number in the EPC contract.

14 Q As I told you in the beginning, about every hour
15 I'm open to taking a break, and so if you'd like
16 to take a break now we can.

17 A That's fine, yes.

18 VIDEOGRAPHER: We will now go off the record.

19 The time is approximately 10:58 a.m.

20 (Off the Record)

21 VIDEOGRAPHER: We are now back on the record.

22 The time is approximately 11:14 a.m.

23

24 BY MR. HALTIWANGER:

25 Q Ms. Wicker, I want to talk a little bit about the

1 EAC team that we had started discussing before we
2 took our break. You were a member of the EAC
3 team. Is that correct?

4 A Correct.

5 Q When was the EAC team first formed?

6 A Again, I remember that we received the estimate at
7 completion late August of 2014. So it would have
8 been after that, within -- it was in very close
9 proximity.

10 Q What information did you receive in late August
11 of 2014?

12 A We received two large spreadsheets that had
13 guaranteed substantial completion date or
14 scheduled completion dates. And there were costs
15 associated with those new dates. And the costs
16 were for time and material work scope and target
17 work scope. And then there was a presentation
18 given by the Consortium to -- and because I had
19 been selected to be on the team, I was in that
20 meeting as well as management from SCANA and
21 Santee Cooper.

22 Q Okay. Who else was in -- give me a list of
23 everybody you remember at that meeting, name-wise.

24 A Steve Byrne, Jeff Archie, I think Ron Jones. From
25 the Consortium, I only remember a gentleman by the

1 name of Ken Hollenbach. I'm sure Westinghouse had
2 someone there, but I can't recall.

3 Q Well --

4 A I'll still continue.

5 Q Yeah.

6 A Carlette Walker. I can't remember if Margaret
7 Felkel was there or not. Ken Browne, Kevin
8 Kochems. I think Kevin was there. And the only
9 two employees of Santee Cooper that I remember
10 being there were Mike Crosby and Marion Cherry.
11 And there could have been others. I just can't --
12 I can't recall.

13 Q Well, tell me what do you remember about the
14 substance of the presentation?

15 A There were assumptions that were outlined in their
16 presentation so that we could understand the
17 buildup of the numbers in the EAC.

18 Q Can you give us some examples of what type of
19 assumptions you're talking about?

20 A They gave us the assumption for a productivity
21 factor. They gave us assumptions for cost, like
22 tests, startup testing, startup and testing of the
23 plant. I'm trying to remember. There were
24 additional. They called them field nonmanual, but
25 they're really professional staff on the site. I

1 think there were additional -- there were
2 assumptions made for additional costs for
3 licensing. That's all I remember.

4 Q The presentation itself, was this by PowerPoint or
5 by --

6 A I think I had a handout, so I don't know if it was
7 put up on a screen. I don't recall.

8 Q If I wanted to look for that handout, how would
9 you describe it?

10 A I would say that it was the Consortium
11 presentation to the owner for the estimate at
12 completion. I don't remember the exact date, but
13 I believe it was late August of 2014.

14 Q Did you give us, or do you remember, the name of
15 who for Westinghouse made the presentation?

16 A I'm not sure who -- I don't remember who
17 Westinghouse had there. I remember Ken Hollenbach
18 was the gentleman's name from Stone & Webster.

19 Q Tell us what your understanding was of the purpose
20 of the EAC team.

21

22 MR. CHALLY: Object to form.

23

24 A The purpose of the EAC team, what we were trying
25 to do is validate and get -- or maybe not

1 validate, that's not -- but gain an understanding
2 of the numbers that they had presented, the
3 estimate that they had presented.

4 Q Who for SCANA was sort of in charge of the EAC
5 team?

6 A Ken Browne was really our leader because of his
7 construction background.

8 Q And can you give as a general description of what
9 the conclusions of the EAC team were?

10

11 MR. CHALLY: Object to form.

12

13 A We prepared a report. And just the general
14 conclusions was that we understood the basis for
15 their estimates, but we did not believe that they
16 were entitled to all of the costs.

17 Q So my understanding would be that the presentation
18 that Westinghouse gave y'all had a number of the
19 cost at completion, a bottom line, this is what we
20 believe it's going to cost?

21 A I'm not sure if that was actually in the
22 presentation. I just remember the presentation
23 being more assumptions. The numbers themselves
24 came to us in spreadsheet format.

25 Q Did the EAC team perform its own cost projection?

1 A We were there to understand the Consortium's
2 estimate at completion. That was our -- that's
3 what we were there for.

4 Q Did the team come up with its own end number,
5 though?

6 A No, not that I -- when you say "end number" --

7 Q Its own cost of completion number.

8 A No, not in -- no.

9 Q Do you know if there was more than one EAC team
10 during the project?

11 A No, I don't know. I mean, other than the one I
12 previously mentioned, which was after the
13 Westinghouse bankruptcy where the team that Kyle
14 Young led.

15 Q Besides the EAC team, are you aware if there was
16 any other team or SCANA group looking at cost
17 evaluations of the project?

18 A No, none that -- no. I don't know if you're -- I
19 don't -- sometimes we would have -- we provided a
20 quarterly Baseload Review Act report that had
21 financials in it, but outside of that, I'm not
22 aware of anyone crunching numbers on the project.
23 Is that your question?

24 Q Yes. So you had mentioned some spreadsheets that
25 you got from Westinghouse as part of this -- as

1 part of the initiation of this process. Did they
2 have titles?

3 A Again, I know they had the dates on them, but I
4 just can't -- I think it -- December of 2018,
5 December 2019 which would have meant a Unit Two
6 completion of December 2018 and Unit Three
7 December 2019. And then I think there was one
8 that was for -- and I'm trying to go off of
9 memory. June 2019, June 2020. I may have
10 those -- I think those were the dates, but it
11 would be the estimate at completion and then it
12 would have those dates on them so you would know
13 the difference.

14 Q And so let me just understand. How many
15 spreadsheets did you receive from Westinghouse?

16 A We received the estimate at completion, but we
17 also received documentation in the form of
18 spreadsheets. I don't know if I'm answering your
19 question --

20 Q Yeah.

21 A -- accurately, but in the review process, we
22 received documentation from Westinghouse and Stone
23 & Webster.

24 Q Were those materials collected by the EAC team in
25 any one place like a folder or file or somewhere?

1 A It should be on our -- there would be a group
2 directory.

3 Q And what would that have been called, the group
4 directory?

5 A I'm just thinking EA-- I don't remember, but I
6 would think it would have EAC.

7 Q So following the presentation by Westinghouse, I
8 just kind of want to start at the beginning and go
9 through the process of what the team did, if you
10 could. After the meeting concludes, what happens
11 next?

12 A So the EAC review team received instructions as to
13 what we were supposed to do, which was -- And
14 Carlette Walker helped us with that, direct us on
15 what we needed to do as far as reviewing the
16 numbers; understanding the underlying assumptions;
17 and based on those underlying assumptions, did the
18 numbers make sense. So from there -- I don't know
19 that -- we sequestered ourselves into a separate
20 building on the site and then began looking at the
21 documentation that Westinghouse and Stone &
22 Webster had provided. And then we scheduled --
23 and this is very high level, because I don't have
24 my -- you know, it's four years ago, but at very
25 high level. We looked at the numbers. If we had

1 questions, we created a questions log and we would
2 submit questions to Westinghouse and Stone &
3 Webster about specific numbers. From those
4 questions, we had interviews with Consortium
5 members and we would also call in the SCE&G
6 project team subject-matter experts to sit across
7 the table. And one of the ones that I was
8 involved in was the plant startup. So we asked
9 that Westinghouse startup and testing manager come
10 in and present the numbers and his basis -- a
11 little more detail of his numbers. And then we
12 had the startup and test manager of SCE&G for the
13 New Nuclear project in there, because he was
14 better able to ask the questions because he
15 understood the process. And then what I did from
16 that was I just had a "okay, you're telling me you
17 need 14 engineers and here is an average pay rate
18 for those engineers. These are the number of
19 months you think they'll be there." And that's
20 how we tried to tie back to the numbers presented
21 in the estimate.

22 Q During that process, what documentation would you
23 be creating? Would you be working off of a
24 spreadsheet yourself?

25 A Yes. So the log was on a spreadsheet, the log of

1 questions that went back and forth.

2 Q What was that log called or titled, if I wanted to
3 search for it?

4 A It may be called the EAC Review Team Log.

5 Q What about during these meetings with Westinghouse
6 and Stone & Webster employees, would somebody on
7 the team be responsible for taking notes and
8 entering information?

9 A Well, the log -- I kept up with the log, and that
10 was really how we documented our review was in the
11 log.

12 Q And that was an Excel program?

13 A It was, uh-huh.

14 Q And while this process was going on, was this
15 information shared with anyone else at SCANA?

16 A We sent the log out -- we tried to send the log
17 out weekly so that we could get the information
18 that we needed. I don't remember exactly who from
19 SCANA received it. I know that Carlette did. All
20 of us on the review team. It went to, I think,
21 JoAnn Hyde from Westinghouse.

22 Q Do you know how to spell that name?

23 A I'm sorry. H-y-d-e. And JoAnn is J-o-a-n-n. I
24 don't know if she has an E on the end of JoAnn. I
25 think probably Ron Jones, but I don't remember.

1 Q All right, so going back to the process. You're
2 doing the interviews, you're updating the logs,
3 sending them out weekly. What comes next in the
4 process?

5 A At the end of our process -- so that went -- now,
6 we were requesting documentation and at the end of
7 the meetings we then assembled a summary of, you
8 know, where we took each number or each category
9 of costs and presented our findings or our -- the
10 results of our review.

11 Q And how was that presented?

12 A It was in a -- it was put in a PowerPoint format,
13 but I don't know how it was presented. We
14 presented it to Carlette, I remember that, and
15 Marion Cherry. But I don't know where it went
16 after that. I don't know who it was presented to.

17 Q And besides the PowerPoint, was there a written
18 report prepared?

19 A We did summarize -- there was a summary, but it
20 was before we were finished, a typed document that
21 I remember.

22 Q Did you yourself input information on that
23 document or was somebody else on the team handling
24 that?

25

1 MR. CHALLY: Object to form.

2

3 A Ken was -- Ken Browne was really our writer
4 because he understood the construction side of
5 things better than -- I can only speak for
6 myself -- better than I did. I'm not going to say
7 I didn't type it, but I certainly -- the substance
8 wasn't mine, just because I don't understand all
9 the terminology and he could present it much
10 better.

11 Q The PowerPoint, did you also have any input on the
12 actual slides that went into PowerPoint?

13 A We did as a team, we did.

14 Q And who was that PowerPoint intended to be
15 presented to?

16

17 MR. CHALLY: Object to form.

18

19 A It was intended to be presented to executives of
20 SCE&G and Santee Cooper.

21 Q Were you ever present when such a presentation was
22 made?

23 A I wasn't, I was not.

24 Q Did anybody on the EAC team tell you they had made
25 such a presentation?

1 A I don't know. I don't remember.

2 Q Do you know if Ken Browne ever made a PowerPoint
3 presentation?

4 A If I had to guess who would have, it would have --
5 just by guess, it would have been him.

6 Q As part of the EAC team's conclusions, did they
7 come up with a number that they believe the cost
8 of completion would ultimately be?

9 A Not the cost -- an ending cost of completion, but
10 there were some of the group of costs that we
11 thought, oh well, maybe their assumption wasn't
12 right, what if our assumption is this. And so it
13 was -- but it would be, okay, so if our assumption
14 is this and this is how much -- how many
15 additional -- how much additional dollars the
16 project may spend.

17 Q And did I understand you to say that at some point
18 you made a presentation to Carlette Walker?

19 A I believe it was Carlette and Marion.

20 Q Okay. And tell me what you remember about that
21 presentation.

22 A We just -- we presented the -- a handout of the
23 PowerPoint presentation to them. And I don't -- I
24 don't recall -- other than the meeting, I don't
25 recall anything coming out of it.

1 Q Do you recall what Carlette Walker's reaction was?

2 A No, I don't. I don't remember.

3 Q What about Marion Cherry?

4 A I don't remember him either.

5 Q Did Santee Cooper have any participation in the
6 EAC team --

7

8 MR. CHALLY: Object to the form.

9

10 Q -- besides this presentation to Marion Cherry.

11 A I remember Marion coming over and joining us just
12 for a few days, at the time. He was not a member
13 of the review team, so to speak, but he did come
14 over and I know Ken -- there were some of the -- I
15 can't -- I remember in particular we were looking
16 at quantity changes. And the only reason I
17 remember this is because it would take someone
18 like, you know, with an engineering background to
19 understand the reason for the quantity change. So
20 Marion was there some, but certainly not every
21 day. I don't remember him being there every day.

22 Q Besides Marion Cherry, any other Santee Cooper
23 employees you remember interacting with as part of
24 the EAC team?

25 A None that I recall, no.

1 Q While you were working on the project, were you
2 aware of Santee Cooper ever doing something
3 similar to the EAC team?

4 A No. No, I'm not aware.

5 Q Are you aware of Santee Cooper ever performing its
6 own cost of completion calculations?

7 A No.

8 Q When do you recall -- and I don't need to know the
9 exact date, but approximately when did the EAC
10 team make its presentation to Carlette Walker and
11 Marion Cherry?

12 A I was thinking the October timeframe, because we
13 spent approximately two months working on.

14 Q And that's October of?

15 A I'm sorry, 2014.

16 Q After October 2014, did you do any other work
17 similar to what you had done on the EAC team?

18

19 MR. CHALLY: Object to form.

20

21 A No. No.

22 Q Are you aware of anyone else at SCANA doing work
23 similar to the EAC team after that --

24

25 MR. CHALLY: Object to form.

1

2 A Not that I'm aware.

3 Q Switching topics to the Public Service Commission.

4 As part of your work at SCANA, did you ever help
5 work on any of the presentations made to the
6 Public Service Commission?

7 A When you say presentations --

8 Q Or let me just ask even broader. What role, if
9 any, did your work have with regard to the Public
10 Service Commission?

11 A One of my team's responsibilities was to
12 coordinate the monthly financial audits with the
13 Office of Regulatory Staff, so that was my
14 interaction with them.

15 Q What about with the revisory proceedings, did you
16 ever have any --

17 A Those are the monthly financial audits that then
18 led to the revised rates filings.

19 Q Explain for us how that works.

20 A Okay. And this is just my knowledge of that
21 process. So each month the total charges to the
22 work order would be collected in line-by-line
23 detail. And this would be after -- I'm just -- I
24 know you said you didn't -- accounting terms, but
25 at the end of the month, the first two weeks of

1 the following month we go through an accounting
2 closeout cycle. So once that closeout cycle is
3 complete and we have the charges reconciled for
4 the prior month, we would prepare a spreadsheet of
5 data. Every line item in the work order for that
6 month, we would save it to a secured site. We'd
7 save that spreadsheet to a secure site and the
8 Office of Regulatory Staff would select audit
9 items from that spreadsheet. And then they would
10 return their request to us and then we would pull
11 the invoice samples or cost samples and provide it
12 to them for audit. And then they could follow --
13 they would follow up with any questions they had
14 about any of the charges.

15 Q As part of your employment at SCANA, did you ever
16 make any -- or did you ever give any testimony to
17 the PSC?

18 A No, I did not.

19 Q Did you ever help anyone else prepare their
20 testimony?

21 A I -- just on a very limited scale, I may help with
22 some of the numbers that were presented in
23 testimony.

24 Q And who would you have been helping?

25 A Probably Ms. -- now, I wouldn't write the

1 testimony, but Ms. Walker's and Kevin Kochem's
2 testimony.

3
4 MR. CHALLY: And I just want to make sure the
5 record is clear. What time period are we talking
6 about? As you know, Ms. Wicker has submitted an
7 affidavit to the Public Service Commission
8 recently, well after abandonment. So I don't
9 think that's what you're talking about. I just
10 want to make sure that we're clear on that.
11 You're talking about pre-abandonment efforts,
12 right?

13 MR. HALTIWANGER: Well, I was unaware of the
14 affidavit, so --

15
16 A Oh, yes. I'm sorry. And I was thinking like
17 while the project was going on. Sorry.

18
19 MR. CHALLY: Yeah, I just want to be clear.

20
21 A Yes. So in June of this year, there was an
22 affidavit submitted.

23 Q And that was under your name?

24 A Yes.

25 Q What did it involve?

1 A It was attesting to invoices related to Bechtel
2 Corporation being in the work order data that was
3 submitted to the Office of Regulatory Staff, as
4 well as invoices for Smith, Currie. And I can't
5 remember the Smith, Currie. I think there's
6 another name.

7 Q So jumping back to pre-abandonment. What do you
8 recall about any information you may have
9 discussed with Carlette Walker on any of her times
10 that she had presented testimony?

11 A I don't remember any specific details. Again, I
12 would have done more verifying numbers or
13 providing numbers. Sometimes related to -- my
14 area of responsibility centered more around
15 invoice payments, so I provided details for
16 invoice disputes and returns.

17 Q What about the work you had done with the EAC
18 team, did you ever discuss that with Ms. Walker in
19 preparation of her testimony before the PSC?

20 A I remember us discussing the process again,
21 because I remember sending her the log of the EAC
22 team review. That's all that I -- in detail,
23 that's all that I can remember.

24 Q What feedback, if any, do you recall Ms. Walker
25 giving you about the EAC numbers?

1

2

MR. CHALLY: Object to form.

3

4

A I know that we were -- we wanted to ensure that we

5

had used the right assumptions. I don't really

6

know how the number -- how the number was

7

approved, but I know that there was some

8

discussion around the productivity factor that was

9

used in the EAC.

10

Q Tell us what you recall about that.

11

A That there was concern that the EAC that was

12

assumed was lower than it should have been.

13

Q Explain what you mean by that.

14

A Well, the -- and, again, this is something that an

15

engineer could describe much better than me, but

16

the assumption that the Consortium had used for

17

the productivity factor was something that they

18

promised that they could get to. That was their

19

assumption, that they would get to that PF, but

20

they had not been at that productivity factor.

21

Q So would it be accurate to say that the EAC team's

22

conclusion was that the assumption or the assumed

23

PF factor by Westinghouse did not reflect its

24

historical performance?

25

A Yes.

1 Q And did Westinghouse ever provide an explanation
2 for the difference?

3 A No, not that I'm aware of.

4 Q Did the EAC team perform any analysis of what the
5 impact of that assumption or the difference
6 between their assumption and the historical
7 performance, what that would have on the overall
8 number?

9 A I don't recall that taking place. I recall us
10 looking at if you used a PF of -- and I don't
11 remember what the productivity factor was. Then
12 the cost would increase by X number. And again, I
13 don't remember what that number was.

14 Q What role, if any, would you have had in the
15 preparation of Carlette Walker's testimony in 2015
16 to the PSC?

17

18 MR. CHALLY: Object to form. Asked and
19 answered.

20

21 A Again, very small. It would have probably been
22 more along the lines of invoice disputes, invoice
23 returns. But the numbers that went into her,
24 other than after -- I don't really know what --
25 what process we had to approve the number that was

1 put in Ms. Walker's testimony. That's why I can't
2 validate. But I remember that we were -- in order
3 to address the entitlement, what we thought they
4 were entitled to, we were withholding and
5 disputing payments for performance and
6 efficiencies or the productivity factor and
7 employee ratios and delay. So in that testimony,
8 I recall that we -- the number that was approved,
9 I think we took 90 percent, because we were going
10 to dispute in our contract provisions. We -- in a
11 dispute, we would pay 90 percent and withhold
12 ten percent.

13 Q Can you elaborate a little bit more about that,
14 how that 90 percent and ten percent withholding
15 would operate?

16 A So when -- and I'm just talking about a typical
17 invoice. So in a typical invoice if there were
18 charges that that we would dispute, we would have
19 to pay 90 percent and then - These were contract
20 provisions. - and then we could withhold the
21 ten percent pending a reconciliation of that
22 dispute -- or I'm sorry, resolving is probably a
23 better -- resolution of the dispute.

24 Q Going back to Ms. Walker's 2015 testimony to the
25 PSC. Did you ever have any discussions with her

1 about her beliefs regarding the accuracy of those
2 numbers?

3 A No.

4 Q A term that came up in our deposition with
5 Carlette Walker was the "Disputed Invoice Log."
6 Is that an item you're familiar with?

7 A Yes.

8 Q Explain what it is or was.

9 A It was a list of each invoice that we had disputed
10 or we had returned, because there were some
11 invoices that we returned for nonpayment in full;
12 there were invoices that we may have partially
13 disputed; and then there were invoices that we
14 disputed in total. So it was a list: Invoice
15 date, invoice number, the amount of the dispute,
16 the reason for the dispute. And we also always
17 sent a project letter to the Consortium when we're
18 not going to pay, so that was also the letter
19 number was included.

20 Q When did that disputed invoice log begin to be
21 used?

22 A All the way back to the very first dispute, which
23 was probably 2010 or 2011.

24 Q Based on your experience, how often would an
25 invoice go on the disputed log -- invoice log?

1 A Well, we began disputing progress payments. So
2 that would be -- those would be on the invoice
3 dispute log every month from the point in time we
4 started disputing them.

5 Q What about the resolution of the items on the
6 disputed invoice log, how did that get addressed?

7 A If we disputed an invoice, and let's say that
8 Westinghouse billed us for a milestone, and once
9 we received the invoice, we did not -- and when I
10 say we, the SCE&G project team, whether it be the
11 construction group or the engineering group, did
12 not believe that the milestone was complete, then
13 we would return the invoice for the reason that
14 the milestone was not complete. So those would
15 get resolved as soon as the area of discipline,
16 that being the NND construction department or the
17 NND engineering department confirmed that the
18 milestone was, in fact, complete. There were
19 others that were never resolved, and they were in
20 the October 2015 amendment. There was a
21 settlement.

22 Q And when you talk about a settlement, that was to
23 address all of the items outstanding?

24 A It was. It was. And not just disputed and
25 returned invoices, but other items.

1 Q And after the October 2015 amendment, what
2 happened to the disputed invoice log?

3 A Well, it -- we started over. There were still
4 payments for milestones or invoices for milestones
5 that we returned because we did not believe the
6 milestone was complete.

7 Q Prior to the October 2015, what sounds like a
8 global addressing of the disputed invoice log, how
9 often would items on the disputed invoice log be
10 addressed with Westinghouse?

11 A They received a letter and then they would
12 respond.

13 Q And did you or your department have a role in
14 responding to their response?

15 A We may draft a letter, but the SCE&G project team,
16 it would be sent by them. So that would be more
17 under the direction of Skip Smith. He was the
18 SCE&G business and finance manager.

19 Q I'm just trying to get an understanding, so
20 correct me if I'm wrong. So your department would
21 end up getting the item onto the disputed invoice
22 log?

23 A Yes.

24 Q Westinghouse would send a response. And then
25 would it be Skip Smith and his group's

1 responsibility to handle it from there or did
2 y'all have further involvement?

3

4 MR. CHALLY: Object to form.

5

6 A He may determine whether or not the dispute was
7 resolved, but typically he would reach out to the
8 department that originated the dispute that said
9 this milestone is not complete to determine if
10 then it was complete.

11 Q And if after that process Westinghouse and SCANA
12 didn't come to an agreement about resolution, what
13 happened?

14 A It stayed on the log.

15 Q And so there would be items that stayed on the log
16 up until the October 2015 --

17 A Yes.

18 Q -- agreement? Do you know what the amount of,
19 approximately, of outstanding disputes were at the
20 time of the October 2015 agreement?

21 A I do not know the exact amount. I would say
22 approximately between two and 300 million. I'm
23 trying to -- that's just my memory.

24 Q Okay. How did that number fit in with the
25 90 percent we talked about earlier? Is that 200

1 or 300 million after you had paid -- or SCANA had
2 paid the 90 percent or is that inclusive? Just
3 give me an idea.

4 A Oh. Even though we paid 90 percent, we may still
5 be in dispute, and so that would remain on the
6 log. Is that your -- is that your --

7 Q Well, I'm trying to get an idea of that -- the two
8 to \$300 million figure, is that including items
9 that, you know -- well, maybe I'm getting it a
10 little confused here, as I told you I would. So
11 even when an item -- like if a million dollar item
12 ended up on the disputed invoice log, SCANA would
13 go ahead and pay \$900,000?

14

15 MR. CHALLY: Object to form.

16

17 A Whatever -- I'm not sure of the exact -- the
18 contract stated that dollar amount --

19 Q Okay.

20 A -- so I can't -- I can't speak to the contract.
21 But in theory, that -- yes. So if we disputed a
22 million dollars and we paid the 90 but the dispute
23 was still outstanding, on the log would be the
24 million dollars.

25 Q Okay. All right. SCANA eventually decided to

1 abandon the construction of the VC Summer nuclear
2 project. When did you first learn about that
3 decision?

4 A It was the morning of.

5 Q And how?

6 A I remember we were to have a 10 a.m. call with
7 Westinghouse. And I'm not sure if -- I don't
8 remember exactly. I know Skip Smith -- we were
9 getting ready for the 10 a.m. call, and he said --
10 or maybe we didn't have the 10 a.m. call. And he
11 said that Santee Cooper's board had met, and I
12 guess right after that. So I don't remember the
13 exact time of the morning, but it was ahead of it
14 being -- because I was in the management position,
15 ahead of the -- it being announced to the
16 employees.

17 Q And had you participated in any discussions at
18 SCANA about the decision whether or not to abandon
19 --

20 A No, I had not.

21 Q Had you heard that it was being discussed as a
22 possibility?

23 A Other than what Mr. Marsh had said in an ex-parte
24 briefing that that was one of the options, nothing
25 outside of that.

1

2 MR. HALTIWANGER: And now would be a good
3 time to take a break.

4

MR. CHALLY: Do you want to take a lunch
5 break? Do you want to take a short break? What
6 do you want to do?

7

MR. HALTIWANGER: Why don't we go ahead and
8 do a lunch break because I don't think it's going
9 to be as long as I anticipated. I'm getting ready
10 to move into documents --

11

MR. CHALLY: Okay.

12

MR. HALTIWANGER: -- and a break now would
13 probably be --

14

MR. CHALLY: Do you want to --

15

VIDEOGRAPHER: This concludes video number
16 one in the video deposition of Sheri Wicker. The
17 time is approximately 12:05 p.m. We are now off
18 the record.

19

(Off the Record)

20

VIDEOGRAPHER: We are now back on the record.
21 Today's date is August 23, 2018. The time is
22 approximately 1:26 p.m. This is video number two
23 of the video deposition of Sheri Wicker.

24

25

1 BY MR. HALTIWANGER:

2 Q Ms. Wicker, I'm going to jump around a little bit
3 to clean up some stuff --

4 A Okay.

5 Q -- from before we broke. During the EAC team
6 process, did you interview anybody at
7 Westinghouse?

8 A I did.

9 Q Can you tell us who you would have been
10 interviewing?

11 A It was the start up. Tim Messersmith.
12 M-e-s-s-e-r-s-m-i-t-h. And then there was a
13 gentleman that we interviewed for containment
14 vessel, but I do not remember his name.

15 Q When we were talking about the 200 to 300 million
16 on the disputed invoice log at the time the
17 fixed-price contract was entered into, that -- it
18 was my understanding that was what was outstanding
19 at the time?

20 A That's what was outstanding at the October 2015
21 amendment.

22 Q Do you know how much had been resolved, prior to
23 that as a dollar figure, before to get to the 200
24 or 300?

25 A I don't. I don't.

1 Q Did you do any work with relationship to
2 evaluating the Toshiba settlement with SCANA?

3 A I provided the dollars paid, and that was the only
4 request that I had.

5 Q What does that mean, "the dollars paid"?

6 A Jimmy Addison, our chief financial officer, had
7 requested the total amount paid to Westinghouse
8 and to Stone & Webster, so I provided that total.

9 Q And approximately what was it?

10 A I want to say around 4 billion. I do not remember
11 the exact dollar amount.

12 Q What about the SCANA claim in the Westinghouse
13 bankruptcy, did you have any involvement in
14 preparing that?

15 A I know that the attorneys involved --

16

17 MR. CHALLY: Let me -- yeah. Let me just
18 interpose an objection. I don't believe you're
19 asking for work-product or attorney-client
20 privilege related information that might relate to
21 that claim. So I want to make clear to Ms. Wicker
22 to the extent your knowledge comes from
23 information learned from SCANA's legal department
24 or lawyers representing SCANA, that we don't need
25 to go into that. If you were requested to do

1 something outside of that context by a business
2 person, then I think it would be appropriate to
3 answer.

4

5 BY THE WITNESS:

6 A It was for counsel.

7 Q When you say "was for counsel," I don't want to
8 get into the substance of it. I'm just trying to
9 figure out you were putting numbers together or .
10 . .

11 A I really was providing payment, like the payments
12 that we had made.

13 Q Earlier the name Kyle Young came up. Was he a
14 member of the EAC team?

15 A He was. He was.

16 Q And what was his job when he wasn't participating
17 in the EAC team?

18 A He was a manager of the construction -- one of the
19 managers in the construction department.

20 Q What is your understanding of why you were
21 selected for the EAC team?

22

23 MR. CHALLY: Object to form.

24

25 A Carlette asked me would I serve on the EAC team.

1 I'm not sure why.

2

3 MR. HALTIWANGER: I did not anticipate the
4 number of people who would be here today. I've
5 got six copies of everything I'm going to be
6 showing. So my plan is I'm going to hand one to
7 the witness as the official exhibit and then if
8 everybody else can share.

9 MR. CHALLY: One copy?

10 MR. HALTIWANGER: No. I've got --

11 MR. CHALLY: Oh.

12 MR. HALTIWANGER: -- five -- besides for the
13 witness, I've got five copies. But I did not
14 anticipate --

15 MR. CHALLY: That's fine.

16 MR. HALTIWANGER: -- obviously the number of
17 people who were going to be here.

18

19 (Whereupon, Email was marked Exhibit No.
20 1 for identification.)

21

22 MR. CHALLY: So I'll just state for the
23 record that the documents weren't provided -- the
24 documents you intend to use today weren't provided
25 to us in advance of the deposition. So we are

1 evaluating each document to determine whether or
2 not we want to invoke what I'll call the rule and
3 have a discussion with Ms. Wicker. And so if
4 you're asking questions as to the document, we'll
5 do that as quickly as we can, but we'll have to do
6 it with each document on -- I think we can plow
7 forward on this one.

8

9 BY MR. HALTIWANGER:

10 Q Okay. While you're reviewing it, Ms. Wicker, I've
11 handed you what's been marked as Exhibit No. 1.
12 I'm going to ask you to look at it and once you've
13 had a chance to look it over, if you would let me
14 know and we'll continue at that point. But I
15 don't want to rush you. And for a lot of the
16 documents we cover today, it's not going to be
17 necessary to read every word. I'm going to be
18 drawing your attention to a certain portion of it,
19 but whatever you're comfortable with. Just let me
20 know when you're ready.

21 A (Witness reviewing document). Okay.

22 Q Ms. Wicker, I've handed you Exhibit No. 1 and
23 you've had a chance to look it over. I believe
24 what Exhibit No. 1 is, an email that you received
25 from Carlette Walker forwarding an earlier email.

1 Do you see where you received it?

2 A Yes, I do.

3 Q And the date that it was received is November 24,
4 2015?

5 A Yes.

6 Q And in the email that you received from -- the
7 forwarded email from -- originally from Mr. James
8 Cross. Who is he?

9 A That is -- he worked in the SCANA corporate credit
10 department. And I don't know -- I don't know what
11 his title was.

12 Q And on page 2 of Exhibit No. 1, there is a chart
13 and a discussion about Toshiba's credit rating.
14 And I -- do you see where that is?

15 A I do, uh-huh.

16 Q And the first sentence below the chart says,
17 "Toshiba is currently not in compliance with our
18 EPC contract." And the reason I draw that to your
19 attention is I wanted to know if after receiving
20 this information you participated in any
21 discussions about Toshiba's financial situation in
22 relation to the project?

23 A I did not.

24 Q Besides this communication, do you recall any
25 other times that you were part of exchange of

1 information regarding Toshiba's financial
2 stability?

3 A Not that I can remember.

4 Q You don't recall any other discussions about
5 Toshiba maybe going bankrupt?

6

7 MR. CHALLY: Object to form.

8

9 A No, I do not.

10

11 MR. CHALLY: Just so I'm clear, Dan, when you
12 say "Toshiba," what entity precisely are you
13 referring to?

14 MR. HALTIWANGER: The Toshiba entity
15 referenced in the email. I don't think I can
16 extrapolate beyond that.

17 THE WITNESS: I'm sorry, do I return these?

18 MR. HALTIWANGER: You give those to the court
19 reporter. And she'll tackle you if you try to
20 leave.

21

22 (Whereupon, Performance Objectives was
23 marked Exhibit No. 2 for
24 identification.)

25 MR. HALTIWANGER:

1

2 Q And, Ms. Wicker, I've handed you Exhibit No. 2.

3 Just let me know when you've had a chance to
4 review this.

5 A (Witness reviewing document). Yes.

6 Q Can you tell us what Exhibit No. 2 is?

7 A Exhibit No. 2 are my performance objectives for
8 2015.

9 Q And would you have had a similar performance
10 objective sheet for the other years that you were
11 employed there?

12 A Yes, yes.

13 Q Take us through the process of how this Exhibit
14 No. 2 would have been created?

15 A We -- there would have been project goals. From
16 those project goals, we would have set our
17 performance objectives so that they -- maybe not
18 an exact match to the project goals, but it would
19 indicate what our responsibilities were.

20 Q And who would be involved in putting this
21 together?

22 A Whoever was my supervisor.

23 Q And in 2015, would that have been --

24 A It would have been Carlette Walker.

25 Q Okay. The first -- the number one paragraph there

1 says, "Develop a process for owner review and
2 audit of periodic EAC and performance indicators.
3 Updates provided by the Consortium to ensure
4 prudence of cost billed and recovered through
5 rates." Now, do you see where I read that from?

6 A Yes, I do.

7 Q What would be involved in the audit of periodic
8 EAC and performance indicators?

9 A That would be our review of invoices where we were
10 comparing productivity factor, the employee
11 ratios, and the delay. The invoice, what we were
12 going to withhold from the invoices. And I
13 wouldn't have been the only one involved in this.
14 It just would have been my piece of that. Like
15 this goal was not just mine, but, you know, I
16 would -- from that, what I could do is take and
17 compare the EAC or what we had agreed we would pay
18 in the EAC to what was actually invoiced. And
19 then the dollars withheld and disputed.

20 Q So how -- when you talk about that process, this
21 is for 2015. So this would be the year after?

22 A This would be -- we would have done these right in
23 the beginning of 2015. So it would have been
24 after the EAC review was complete.

25 Q So after the EAC review is completed, how was

1 that -- was that information then used going
2 forward in some method to evaluate Westinghouse's
3 progress?

4 A I don't know about evaluating -- I don't know the
5 other pieces of this. I only know how it applied
6 to my job responsibilities.

7 Q And I guess I'm trying to get an idea. Did you
8 have a working document that you would use to
9 compare the EAC work you had done to current or
10 what was then current actions in Westinghouse?

11 A Or those -- the EAC -- the performance factor that
12 we had agreed to hold them to.

13 Q Uh-huh.

14 A And then that would be compared against the -- and
15 we started -- began doing this in May of 2015.
16 And then the employee ratios field nonmanual to
17 direct craft, direct craft to indirect craft, and
18 then any delay costs.

19 Q The number two paragraph there says, "Approval of
20 all significant costs incurred for the project for
21 CWIP at 6/30/2015 incorporated into a revised
22 rates or an alternative accounting treatment
23 provided." As a non-accountant, as I told you I
24 was, explain to me what that was.

25 A My responsibilities for this objective would have

1 been to ensure that we did get all of the
2 financial data to the Office of Regulatory Staff
3 on a monthly basis so that they could audit those
4 costs and then prepare for the revised rates
5 filing.

6 Q What's the significance of the 6/30/2015 date?

7 A Normally, in June of each year, that was our
8 filing date for revised rates.

9 Q And who would have been filling out this
10 information? Would you have entered this in?

11 A I would have entered it.

12 Q And who would have been deciding, because I didn't
13 see where it ended up getting -- this copy never
14 got signed or -- by you or a supervisor. Who
15 would -- would this have been Carlette Walker?

16 A Uh-huh. Everything was electronic.

17

18 (Whereupon, Consulting Letter was marked
19 Exhibit No. 3 for identification.)

20

21 BY MR. HALTIWANGER:

22 Q Have you had an opportunity to review Exhibit
23 No. 3?

24 A I have.

25 Q And can you tell us what Exhibit No. 3 is?

1 A This is a letter from Iris Griffin, who would have
2 been over the audit, SCANA's internal audit
3 services department, where they have reviewed. It
4 appears to be it's in the middle of our 2015
5 petition. Well, may be -- yes, that's what I
6 think it is, the 2015.

7 Q Okay. I see that this petition is in March
8 of 2015. Is that what you recall?

9 A Yeah. Well, not until I saw this.

10 Q And the first paragraph background talks about "an
11 application for an order approving an updated
12 capital cost schedule and updated construction
13 schedule for the construction of the New Nuclear
14 generation units." I'm just trying to get myself
15 straight here. This did not involve the petition
16 for revised rates in 2015. Is that correct?

17

18 MR. CHALLY: Sorry. Object to form.

19

20 A Correct.

21 Q What would this petition be related to?

22

23 MR. CHALLY: Object to form.

24

25 A This petition would have been related to the EAC

1 team review as well as change orders and increased
2 owners cost budgets.

3 Q How would this have been related to the EAC team
4 review?

5

6 MR. CHALLY: Same objection.

7

8 A This would have been -- these would have been the
9 additional EAC dollars that the company was
10 submitting for approval.

11 Q And I guess I'm trying to understand. Was SCE&G
12 petitioning for when I say "an order approving
13 updated capital cost schedule and construction
14 schedule," were they saying that the application
15 was for changing the completion dates --

16

17 MR. CHALLY: Object to form.

18

19 Q -- of the project?

20

21 MR. CHALLY: Object to form.

22

23 Q What was --

24 A I can't speak to the schedule, but it -- as far as
25 the cost, it -- we were asking for approval to

1 increase the budget for the project.

2 Q And did your work on the EAC team, how did that
3 relate to this request?

4

5 MR. CHALLY: Same objection.

6

7 A I'm sorry. I didn't know --

8

9 MR. CHALLY: So that's an objection to the
10 form. And the basis to Mr. Richardson's comment
11 earlier is that I think the question lacks
12 foundation, but if you can answer his question,
13 have at it.

14

15 A Oh, okay. I'm sorry.

16 Q That's all right.

17

18 MR. HALTIWANGER: Would you repeat whatever
19 the last question was.

20 COURT REPORTER: Did your work on the EAC
21 team, how did that relate to this request?

22 BY THE WITNESS:

23 A So the results of the EA -- from the EAC team,
24 whatever our -- the management of the company
25 would have approved as an increase to the EPC

1 costs. The change orders and additional owner's
2 cost would have been presented in a docket to the
3 Public Service Commission for approval.

4 Q And I'm just trying to get my mind wrapped around
5 it. Going back, we had the proposal from
6 Westinghouse saying this is what we believe it's
7 going to cost. You had the EAC team come in and
8 look at that and there were disagreements about
9 Westinghouse's presentation. Is that fair?

10

11 MR. CHALLY: Object to form.

12

13 A The EAC -- yes, we summarized our review --

14 Q And --

15 A -- and from that we were able -- we were able to
16 validate the costs. We, as a team, determined
17 what we thought the Consortium was entitled to.

18 Q Okay. And what numbers were then being used here
19 in the March 2015 submission to the PSC? The
20 numbers Westinghouse had provided or the numbers
21 the EAC team had come up with or something in
22 between?

23

24 MR. CHALLY: Object to form.

25

1 A I don't know. I'm not -- I don't remember that.
2 I'm not as involved in that.

3 Q Okay. In the last sentence of the second
4 paragraph there it says, "The capital cost
5 estimate for which SCE&G seeks commission approval
6 in this proceeding is currently \$5.2 billion -- I
7 mean in 2007 dollars." Do you see that sentence?

8 A I do. Uh-huh.

9 Q Do you recall how that number compares to what the
10 previous petitions had used this number?

11

12 MR. CHALLY: Object to form.

13

14 A I don't. I don't.

15 Q Do you know how that compares to what the EAC
16 team -- review team had concluded?

17

18 MR. CHALLY: Same objection.

19

20 A I don't. This would have included all work
21 scopes, whereas the EAC team reviewed target work
22 scope and time and material.

23 Q And for somebody who's not an accountant, explain
24 that.

25 A Okay. Other components of the price were firm and

1 fixed-price components.

2 Q Okay. And what is -- how would those be different
3 from the other elements?

4 A The firm and fixed-price, there would have been a
5 firm price, for example, a piece of equipment, but
6 it may have been subject to escalation.

7 Q What is that?

8 A Escalation is inflation.

9 Q Okay.

10 A So there were escalation rates in the contract,
11 per the contract.

12 Q Okay.

13

14 (Whereupon, Email was marked Exhibit No.
15 4 for identification.)

16

17 MR. CHALLY: So this is a document we haven't
18 seen before the deposition. We need to take a
19 break so we can confer related to it.

20 MR. HALTIWANGER: Okay.

21 VIDEOGRAPHER: We will now go off the record.
22 The time is approximately 1:53 p.m.

23 (Off the Record)

24 VIDEOGRAPHER: We're now back on the record.
25 The time is approximately 1:56 p.m.

1 MR. CHALLY: So, Mr. Haltiwanger, just one
2 note. The subject of this email relates to some
3 medical issues that are applicable to Ms. Wicker.
4 From -- particularly as it relates to these
5 questions and then also because of some of the
6 earlier questioning, I think it's appropriate to
7 mark the deposition as confidential. And under
8 our Protective Order, or the agreement that's in
9 place, we wanted to make that clear before we
10 start on this document.

11 MR. HALTIWANGER: Okay.

12

13 BY MR. HALTIWANGER:

14 Q And, Ms. Wicker, just let me know when you're
15 ready.

16 A I'm ready. I'm sorry, I just had a little choke
17 on water.

18 Q And Ms. Wicker, I've handed you what's been marked
19 as Exhibit No. 4, which is a chain of emails that
20 began on the second page with an email from an
21 Annmarie Higgins and then concludes on the first
22 page with an email from you to Carlette Walker.
23 Let me first begin by saying before we go into the
24 document, do you have any independent recollection
25 of this exchange?

1 A Not in detail.

2 Q What is your recollection beyond what is in the
3 email about what was going on with this situation?

4

5 THE WITNESS: I can talk about my surgery?

6 MR. CHALLY: You can. And that part of it --
7 Well, I would say -- I would put it this way, any
8 discussion that you have on that topic will -- is
9 and will remain confidential. I'm sure
10 Mr. Haltiwanger with respect that. To the extent
11 that I would tell you, and Mr. Haltiwanger can
12 overrule me on this, I don't know that you need to
13 provide significant details as to your medical
14 issue.

15 MR. HALTIWANGER: I'm not -- I'm not
16 interested in what type of surgery --

17 THE WITNESS: Okay.

18 MR. HALTIWANGER: -- for what reason, but I
19 am interested in -- well, let me just go back.

20

21 BY MR. HALTIWANGER:

22 Q I agree with Mr. Chally. We're not trying to get
23 into your personal medical situation, but there is
24 some questions I want to ask about it, and I was
25 just kind of beginning by trying to get the

1 context of what was going on as background of this
2 email exchange.

3 A I was preparing to go out for surgery, and it was
4 going to be the day before Thanksgiving of this
5 year. And I was trying to schedule with Carlette
6 when I would return, when would be my return date.

7 Q Okay.

8 A And she wanted me to take as much time off as I
9 needed.

10 Q Okay. And before we get to that, the first email
11 in the chain on the second page actually talks
12 about Carlette taking some time off as well. Do
13 you see that?

14 A I do.

15 Q What do you recall were the reasons why Ms. Walker
16 was going to be out of the office?

17 A I don't know the specific reasons why she was
18 going -- I don't know what took place in this
19 conversation.

20 Q Do you know if there were any health concerns
21 Ms. Walker had around that period?

22 A It would be my opinion. She -- yes, she appeared
23 to be extremely -- I noticed she was losing a lot
24 of weight and appeared to be under stress, but
25 then the stress I thought was related to her

1 husband being ill. And again, this is my opinion.

2 Q Did she ever express to you that she thought that
3 it was anything having to do with her job at SCANA
4 that was making her ill?

5 A That was making her ill?

6 Q Yes.

7 A I never knew of any details of what was stressing
8 her. Again, in my opinion, I assumed it was her
9 husband.

10 Q In the email from Carlette Walker to you, the
11 second email on the first page where she expresses
12 her concern about your surgery, she makes a
13 statement in the -- starting on the second line
14 there about talking to Kevin specifically about
15 both you and Shirley --

16 A Oh, I'm sorry. I was still on page 2. I'm
17 sorry --

18 Q That's fine.

19 A I'm sorry.

20 Q It's the second email there on the page where she
21 states, "I talked to Kevin specifically about both
22 you and Shirley and the stress the job was showing
23 on you both and the effect that has now resulted
24 in you both requiring surgery." Again, I'm not
25 looking to delve into your -- the actual medical

1 conditions that you were experiencing, but I am
2 curious, based on her statement there about stress
3 of the job contributing to it, was that your
4 experience?

5 A No. I don't mind telling. I tore my meniscus and
6 had a 15-minute scope done.

7 Q Okay.

8 A So it was not related to the stress of the job.

9 Q Okay.

10

11 (Whereupon, Email was marked Exhibit No.
12 5 for identification.)

13

14 BY MR. HALTIWANGER:

15 Q Just let me know when you've had a chance --

16 A Okay. Uh-huh.

17 Q Can you tell me what Exhibit No. 5 is?

18 A Exhibit No. 5, starting out -- so it appears to be
19 right after the effective date of the October 2015
20 amendment, and Carlette is -- has agreed to cancel
21 a staff meeting. My team was in year-end
22 accounting closeout, so it was after the month of.

23 Q Okay.

24 A That's where the email chain started.

25 Q Okay. In the second email of Exhibit No. 5, the

1 Sunday, January 3, 2016 at 8:42 p.m. email.

2 A Yes.

3 Q The -- yeah, there's an email from Carlette and
4 then there's a PS.

5 A Yes.

6 Q And this is an email -- do you remember receiving
7 this email at the time?

8 A I don't at the time, but I do now that I've seen
9 the document.

10 Q All right. She references a meeting with a KBM.
11 What was your understanding of who KBM was?

12 A Normally we would use KBM for Kevin Marsh.

13 Q And in there, she -- I'm just going to read her
14 PS. It says, "I have a meeting with KBM at two
15 o'clock. I ate everything I could all through the
16 holidays and lost another ten pounds. Now I am
17 worried. I am going to start having tests run to
18 make sure nothing else is going on and make sure
19 this really is only stress-induced." Did I read
20 that correctly?

21 A Yes.

22 Q Had you had discussions with Carlette Walker about
23 job stress on her?

24 A Not in any detail. And I don't know what the job
25 stress was. Again, I thought, in my opinion, that

1 it was the stress of her husband's illness.

2 Q In the first email there, three lines down, and
3 this is the Monday, January 4, 2016 11:05 a.m.
4 email from Carlette Walker to you, there is a
5 statement, and I'm going to read and follow along
6 and make sure I read it correctly for the record.
7 "I have another meeting with Kevin this afternoon
8 at two and I am hopeful that I will be able to
9 convey to him that I want him to disregard
10 worrying about protecting my name and for him to
11 focus on protecting himself and the company." Did
12 I read that correctly?

13 A You did.

14 Q What was she talking about?

15

16 MR. CHALLY: Object to form.

17

18 A I don't know. I don't know the details of the
19 meeting.

20 Q When she talks to you, when she sends this email
21 about "protecting himself and the company," who is
22 she talking about protecting from?

23

24 MR. CHALLY: Object to form.

25

1 A I don't know. I do not know.

2

3 (Whereupon, EAC Team Review was marked
4 Exhibit No. 6 for identification.)

5

6 MR. CHALLY: Let's take a quick break so we
7 can discuss this one.

8 MR. HALTIWANGER: Okay.

9 VIDEOGRAPHER: We will now go off the record.
10 The time is approximately 2:09 p.m.

11 (Off the Record)

12 VIDEOGRAPHER: We are now back on the record.
13 The time is approximately 2:17 p.m.

14

15 BY MR. HALTIWANGER:

16 Q Ms. Wicker, I've handed you what's been labeled as
17 Exhibit No. 6. Do you recognize Exhibit No. 6?

18 A Now that it is in front of me, yes. This is --
19 yes.

20 Q Can you tell us what it is?

21 A This is a summary of the EAC team's review and
22 validation of the numbers as presented by the
23 Consortium.

24 Q And before I jump into the actual document,
25 talking about the EAC in general, in doing your

1 work on that team, did you use any references to
2 check the numbers of Westinghouse's assumptions?

3

4 MR. CHALLY: Object to form.

5

6 A I'm not sure what you mean by the question. You
7 said "references."

8 Q Industry standards or regulations. Any -- I guess
9 I'm -- were there any books or charts or anything
10 y'all used?

11 A None that I'm aware of, but Ken Browne and some of
12 his -- some of the other team members may have. I
13 don't recall.

14 Q Was your work then mainly looking at historical
15 performance as the reference?

16

17 MR. CHALLY: Are you talking about her work
18 or the EAC work?

19 MR. HALTIWANGER: Her work on the EAC.

20

21 BY THE WITNESS:

22 A I'm not sure I understand the question.

23 Q For the work you did for the EAC, it's my
24 understanding you weren't taking their assumptions
25 and comparing them to outside reference books or

1 other like industry-standard numbers, but that you
2 were looking at their historical performance on
3 those issues and comparing it to what they had in
4 their projections.

5 A Or the documentation that they had presented to
6 support the numbers.

7 Q What documents would those have been?

8 A Sometimes they were staffing plans. There may
9 have -- for the startup and testing, I was more
10 involved in the Westinghouse time and material
11 review. So the plant startup manager, Tim
12 Messersmith, he actually presented a test plan.
13 So that was a document that helped us validate the
14 additional costs.

15 Q And again, I'm going to focus just on the work you
16 did for the EAC team. In performing your part of
17 the assessment, did you rely on any other persons
18 as experts to guide you?

19 A Yes.

20 Q Who?

21 A On the plant startup and testing, Rod Steffy was
22 the SCE&G manager.

23 Q How do you spell that name?

24 A It's S-t-e-f-f-y.

25 Q Okay. And what was the purpose?

1 A We were reviewing the -- Westinghouse had given us
2 additional time and material costs for plant
3 startup and testing. And so what the manager from
4 Westinghouse did was he provided a startup test
5 plan. This test will be performed and I'm going
6 to need X number of engineers or employees that I
7 had not anticipated in the original budget that
8 was submitted at the time of the EPC, the initial
9 EPC agreement. So only it took a subject-matter
10 expert internally that could talk to the manager
11 at Westinghouse to determine, okay, that's
12 reasonable, for example. And this is just an
13 example, 14 engineers are needed for this
14 particular test.

15 Q Besides Mr. Steffy, anyone else?

16 A Internally?

17 Q Internally or externally. I'm just trying to get
18 a picture of who you would have talked to?

19 A I know there was a gentleman at Westinghouse that
20 we spoke to about the containment vessel, but I
21 cannot remember his name. That was the gentleman
22 that I referenced previously. Joe Aurostogui was
23 a Stone & Webster -- CB&I/Stone & Webster employee
24 that came in and helped us gain an understanding.
25 I do not how to spell his last name.

1 Q Okay.

2 A It's I think A-u-r-o-s-t-o-g-u-i.

3 Q Okay. Anyone else?

4 A For licensing, April Rice was the manager of
5 SCE&G's licensing department. Alan Torres was the
6 general manager of construction.

7 Q For who?

8 A For SCE&G, I'm sorry.

9 Q And all these members you would have interacted
10 with in your role as an EAC team member?

11 A Correct.

12 Q We're getting ready to go through Exhibit No. 6,
13 but before we do, was the intent of the EAC
14 assessment to be an extremely thorough evaluation?

15

16 MR. CHALLY: Object to form.

17

18 A We were asked to validate the numbers based on the
19 underlying assumptions. I don't know when you say
20 "thorough." We dug deep into the numbers, as
21 deeply as we possibly could, based on the
22 documentation provided by the Consortium.

23 Q And was it the intent that SCANA would be relying
24 on the work you did as a result of the EAC team
25 evaluation?

1

2

MR. CHALLY: Object to form.

3

4

A In my opinion, it would be relying on is this
estimate from the Consortium a valid estimate.

5

6

Now what was done with that, I don't know.

7

Q Did anyone evaluate the EAC's work after it was
completed?

8

9

A The EAC's work? You mean --

10

Q The EAC team's work --

11

A The team's work?

12

Q Yeah.

13

A It was -- the results were presented to Carlette
and I know Marion. And I don't know who else it
was presented to, so I don't -- I'm not sure what
you mean when --

14

15

16

17

Q Are you aware, if at all, SCANA taking y'all's
work product and sharing it with somebody and
having them check your work product?

18

19

20

A I'm not aware of that.

21

Q Looking at Exhibit No. 6 now. Did you participate
in the creation of Exhibit No. 6?

22

23

A I did.

24

Q And how would you have been a participant in that?

25

A It would have been the team members assembled

1 together, writing the summary mostly by
2 Mr. Browne, Ken Browne, because he understood all
3 of the components.

4 Q This may be a little tedious, but I'm just going
5 to go --

6 A Okay.

7 Q -- through the document and have you help explain
8 some things to me. The first paragraph there, it
9 says, "This report was prepared based upon an
10 analysis of the revised EPC project estimate at
11 completion. The EAC for target and T&M cost
12 categories as prepared by the EPC Consortium and
13 presented to the owner on August 29, 2014." I'm
14 going to break that down a little bit. It talks
15 about a revised EPC project estimate at
16 completion. When I see that, that gives me the
17 impression that that EPC project estimate was not
18 the original EPC estimate.

19 A I don't -- I would assume that it was the
20 original.

21 Q Even though it was called revised? I guess --
22 well, let me ask you. When you were working on
23 the Westinghouse material that they had presented
24 to you about what their EAC was, did you
25 understand that to be the original EAC from

1 Westinghouse or was that a -- had a revision
2 already occurred prior to that?

3 A It's my --

4

5 MR. CHALLY: Can we be precise on time
6 period? Are you talking about the original in the
7 original EPC agreement as compared to a revised?

8 MR. HALTIWANGER: That's what I'm --

9 MR. CHALLY: Or are you talking about two
10 revised at the time of this EAC team analysis?

11 MR. HALTIWANGER: What I'm trying to figure
12 out is when it says here that "it is an analysis
13 of the revised EPC project estimate," I'm just
14 reading that it's not the original EPC estimate.
15 And so I'm trying to find out information about if
16 that's her understanding --

17 MR. CHALLY: Okay.

18 MR. HALTIWANGER: Or if there is multiple
19 revisions or just what they were working off of.

20 MR. CHALLY: Okay.

21

22 BY THE WITNESS:

23 A Can I go down to number one.

24 Q If you need to, yes.

25 A So the EAC is an estimate at completion, so it

1 includes what has been spent and then the
2 projected future costs that they have not
3 previously given us.

4 Q Okay.

5 A So this number one would be as of change order
6 number 16.

7 Q All right.

8 A So I guess when you say EAC, I'm thinking the EAC
9 review that I did, but there are change orders
10 that would update. So this is as of change order
11 16 --

12 Q And I --

13 A -- is my --

14 Q I've seen change order 16 referenced a couple of
15 times in other documents. Was that a significant
16 change order?

17 A Significant? I don't even recall what the name of
18 the change order was. I don't know what the
19 change order was, I'm sorry. My recollection from
20 . . .

21 Q All right. We're going back up to the first
22 sentence up there. It talks about, "this material
23 presented to the owner on August 29, 2014."
24 Earlier in our discussion, I think you referenced
25 that was about the day that you remember getting

1 this material from Westinghouse?

2 A That was the presentation from the Consortium,
3 yes. I couldn't remember the exact date.

4 Q The last sentence of that paragraph says that,
5 "This report was prepared based on the use -- or
6 use of the December 2018, December 2019
7 substantial completion dates for units two and
8 three respectively." At that time the EAC team
9 did its work, were those the official completion
10 dates for the project?

11 MR. CHALLY: Object to form.

12

13 A I'm sorry?

14 Q Were they the approved dates by the EAC?

15

16 MR. CHALLY: Object to form.

17

18 A No, not that I'm aware of.

19 Q All right. Where did those dates come from?

20 A Oh, the two spreadsheets that the Consortium
21 presented to us. I couldn't remember -- one was a
22 December, so it was December 2018, December 2019
23 and then there were June dates. The two EACs were
24 presented for those dates. So one was for a
25 December '18, December '19 and the other was --

1 and I just can't remember. It was June, maybe --
2 I don't even want to speculate. I don't -- or
3 guess. I don't want to guess.

4 Q I may have gotten us a little wound around the
5 axle on this. The EAC team's work, when you were
6 doing it, were you determining the estimate at
7 completion for a particular date?

8 A Yes, those were the estimates that were given to
9 us. So the estimates were surrounding our
10 reference here, our Unit Two coming on in
11 December 2018 -- or completion, I'm sorry. I
12 shouldn't use the word "coming on." Completion of
13 Unit Two 2018 and Unit Three December 2019.

14 Q Okay. Moving down under the title discussion of
15 the EAC details. And it references in the order
16 presented on the Client Summary Sheet. What was
17 the Client -- I did not find that in my materials.
18 I'm not saying it wasn't there; I'm just saying I
19 didn't locate it.

20 A Those were the two spreadsheets.

21 Q Two spreadsheets?

22 A Yeah, the spreadsheet for the EAC for
23 December '18 and December '19 and the June dates.

24 Q And so then the next portion of this exhibit, the
25 exhibit 1.0/2.0, those -- are those referencing

1 the columns that I would find if I located that
2 sheet?

3 A Yes.

4 Q Now, just -- like I said, this may get a little
5 tedious, but there's a lot of abbreviations and
6 things, and I want to go through it and make sure
7 that we've -- that I've got the proper
8 understanding of the abbreviations and terms that
9 you're using so when I do locate the spreadsheets
10 I'll know exactly what I'm looking at. Does that
11 make sense?

12 A Uh-huh.

13 Q Okay, number one, 2007 dollars Sch at CO-16 PSC
14 approved. What -- can you translate into English
15 for me?

16 A Those would be the 2007 dollars as of change order
17 16 that the PSC had approved. So that was the
18 budget that had been approved.

19 Q So that is the PSC approved budget numbers for?

20 A Target and time and materials.

21 Q Paragraph 2.0, what does site layout CO mean?

22 A That would be site layout change order.

23 Q Okay. Again, it's kind of hard for me without
24 having the spreadsheet to know what I would be
25 looking at, but what did this column address, to

1 your recollection?

2 A These were changes to the site -- the construction
3 site layout. I'm not an expert and probably
4 cannot explain that change order. I can't explain
5 the change order.

6 Q On the next page, there's -- and I'm just not sure
7 I understand the statement when it says, "There is
8 no WEC cost impact from this change."

9 A That would -- the estimate was broken down between
10 Stone & Webster and Westinghouse.

11 Q Okay.

12 A So that sentence is just saying that the cost --
13 there are no Westinghouse costs.

14 Q Okay. Column 3.0, Cybersecurity CO. That would be
15 cybersecurity change order?

16 A Correct.

17 Q And I guess -- I've also seen this change order
18 referenced a few times. Give me your recollection
19 of what the cybersecurity change order was all
20 about.

21 A These would be cybersecurity needs as a result of
22 the -- And I'm reading from here when it says the
23 US -- United States Regulatory Commission.

24 Q Okay. And so there were changes -- after the
25 initial project began, there were some changes for

1 cybersecurity requirements?

2 A That's what I'm seeing here, for regulations.

3 Q And did the EAC team -- well, how did that factor
4 into y'all's evaluation? Did Westinghouse make a
5 proposal of this is what it's going to cost and
6 y'all evaluated it?

7 A Yes. And the change orders that are discussed
8 here were change orders that I think the
9 company -- we already had discussions in progress,
10 but I didn't -- I was not involved in change order
11 discussions.

12 Q Paragraph 4.0, Quantity Changes. When I'm going
13 to look on those numbers on the chart, what is
14 that going to be telling me?

15 A Quantity changes is the additional craft labor
16 hours due to changes, and when I say commodity --
17 and this is an example -- an engineer can explain
18 it better than me, but just in simple terms, you
19 thought you were going to have to lay 100 yards of
20 piping, but now you -- now that the design is more
21 advanced, you may have to lay 200 yards of pipe.

22 Q Okay. All right. Now, the next paragraph, 5.0,
23 Craft Productivity. I think this is something
24 we've touched on a little throughout the day, but
25 this is where you're looking at the PF?

1 A Uh-huh. Yes.

2 Q And again, I don't have the column in front of me
3 to reference, but it says here, "This column takes
4 the PF to an overall 1.9 using a 1.15 to-go PF."
5 Now, was that the -- would that be the number that
6 Westinghouse gave you or is that . . . ?

7 A In the list of assumptions --

8 Q Yes.

9 A -- that they base the cost in this column on, they
10 use the 1.15.

11 Q Okay. The next statement there, as of '12 to '14,
12 for reporting period through October 2014, the
13 productivity factor, or PF, for the project to
14 date was 1.49. Is this the discrepancy that we
15 talked about between the PF historical and what
16 was projected going forward by Westinghouse?

17 A The 1.15 was a to-go PF.

18 Q And does that mean that's the projected or the --
19 when it says "to-go" that, to me, implies the
20 future?

21 A Projected, yes.

22 Q But historically it had been 1.49?

23 A I think that was -- that's for the project to date
24 was a 1.49.

25 Q It makes the statement, "In the four subsequent

1 months since receipt of the EAC, the ITDPF has
2 increased steadily from 1.45 to the current value
3 due to monthly values of 1.97 for August, 1.95 for
4 September, 1.91 for October and 2.48 for
5 November." Do you see where I read that from?

6 A Yes, I do.

7 Q When it talks about in the "four subsequent months
8 since receipt of the EAC," that is a receipt of
9 the EAC from Westinghouse? Is that -- am I
10 reading that correctly?

11 A I'm sorry, what line? Oh, "in the four subsequent
12 months since receipt." I think that references --
13 I think it does.

14 Q Your material from Westinghouse?

15 A My recollection.

16 Q Okay. And then what is the ITDPF, what is that
17 acronym?

18 A Inception to date, I think.

19 Q So that would read, then, the inception to date PF
20 has a -- or the inception to date productivity
21 factor has increased steadily from 1.45 to the
22 current value. And so I guess, just in layman's
23 terms as I'm looking at this, they gave you the
24 EAC projection saying that it's going to be a 1.15
25 to-go; historically it had been 1.49. And since

1 they give you that information saying it's going
2 to go to 1.15 it's actually gotten worse over the
3 last four months?

4 A That's what I'm reading, yes.

5 Q Okay. The next paragraph has got, I think, a lot
6 of information to digest, so I want to go through
7 it. Again, it starts off with the Consortium,
8 basically that there was an assumption that they
9 would reach a goal of 1.15 within six months.
10 We've been at this point four months since they
11 received -- or since you received the EAC with
12 that projection, and for four of those six months
13 the PF has gotten worse, correct?

14 A Uh-huh.

15 Q When it says here, "The owner does not believe the
16 assumed to-go PF of 1.15 is achievable with the
17 current CB&I organization. . ." when it says the
18 "owner," the owner is the EAC team?

19 A It would be the EAC team.

20 Q Okay. And I'm just -- to clarify here, it says
21 "So the EC -- EACH --

22 A I think that's a typo.

23 Q Okay. That had me confused for a little bit. So
24 the EAC review team recalculated the cost with a
25 PF factor of 1.40 to-go. So, if I'm understanding

1 it right, Westinghouse provided you their EACs
2 with the assumptions we've covered of a 1.15
3 to-go. The EAC team reviewed their actual
4 performance and saw that historically it was
5 significantly higher than a 1.15 and that since
6 that time, it had actually gotten worse, correct?

7 A Well, that when -- when we are giving the numbers
8 of 1.15, that is an inception to date rate --

9 Q Yeah.

10 A And the 1.15 was the estimate. It was a 1.15 from
11 that point forward.

12 Q Okay.

13 A That's what the estimate was on.

14 Q Okay.

15 A I just wanted to -- it's not really a 1.15 and a
16 1.91. 1.15 was the assumption in the estimate
17 that the Consortium gave us from a point in time
18 forward.

19 Q Okay. When it says, "This resulted in the owner's
20 EAC estimate increasing \$167,461,000 for direct
21 craft labor . . ." Am I reading it that what the
22 EAC team concluded was that if you use our
23 real-world experience PF when it comes to direct
24 craft labor, that's going to mean it's over
25 \$167 million higher than Westinghouse's estimate?

1

2

MR. CHALLY: Object to form.

3

4

A The EAC team evaluated the cost based on a PF of
1.15.

5

6

Q Okay.

7

A And I think the point that we were trying to make
here -- And Ken Browne would be able to speak to
this much better than I can -- was that if they
don't achieve it, this could be how much our costs
increase. And that kind of spawned us, okay, how
do we hold them accountable to this 1.15.

10

11

12

13

Q The next paragraph is Schedule Impact. Let me
give you a chance to review that, if you need to.

14

15

A Okay, thank you. (Witness reviewing document).

16

17

Q And this is something I've seen referenced
elsewhere, and I just want to get your
recollection of what it involved. These
structural module delays, what was your
understanding of that issue, when it came to the
construction project?

18

19

20

21

22

23

A Well, the modules were not being produced and
fabricated quickly enough. This is my
understanding. This is an accountant's

24

25

1 understanding, it's not . . .

2 Q Yeah.

3 A And so there were delays in our target and in our
4 time and material work scopes due to the
5 structural module delays.

6 Q And going into the CB&I Target paragraph. The
7 second sentence there says, "All increased costs
8 are due to the schedule delays associated with
9 structural modules and Westinghouse design
10 engineering issues. Based on CB&I's methodology,
11 the EAC team believes these costs are inflated."
12 Can you elaborate on why y'all believed those
13 costs were inflated based on the estimated
14 methodology?

15 A Not from my memory, I don't -- the word
16 "inflated," I don't know why we used that word.
17 To give an example, I'm just reading because I
18 don't remember, an example of these inflated cost
19 was methodology used for distributable's. (Witness
20 reviewing document sotto voce). I can't really
21 speak to that, not from my memory.

22 Q Going to the next paragraph. Again, one of the
23 things that I have seen pop up without fully
24 understanding is this scaffolding issue. And in
25 this paragraph, it talks about scaffolding craft

1 and FNM labor. Do you have a recollection as we
2 sit here today of what the issue with scaffolding
3 was?

4 A I don't.

5 Q And again, since I don't have the chart in front
6 of me, this is under 6.0 and it's got several
7 subparagraphs in this one section. How was that
8 addressed in the spreadsheet? Do you recall?

9 A You would see -- I'm drawing in the air, I know,
10 but you would see the column was schedule impact
11 and then you would see a CB&I/Stone & Webster
12 target total and a CB&I time and materials total.
13 And then you would have a Westinghouse target and
14 a Westinghouse. So it be under the same column,
15 but it would just be very specific whether it was
16 target or time and materials.

17 Q Okay. Turning to page 4, the Base Scope
18 Refinement. What did that review entail? What
19 does Base Scope Refinement mean to you?

20 A May I read it?

21 Q Yeah, absolutely.

22 A I think I know, but I want to read it.

23 Q Yes, absolutely.

24 A (Witness reviewing document). Okay.

25 Q Okay. Tell me what Base Scope Refinement had to

1 deal with.

2 A Initially, in the -- and I can't speak if that was
3 in the original EPC cost or subsequent change
4 orders -- there were time and material budgets
5 given for things such as plant startup.

6 Q Okay.

7 A I believe licensing was one of them also. So in
8 the original contract, base scope work of plant
9 startup and testing as well as licensing, we were
10 giving -- given time and material allowances. So
11 this is where they wanted to update now that the
12 project was further along. And there were
13 additional requirements for licensing. And they
14 better refined their plant startup and testing
15 plans.

16 Q Okay. Under the subparagraph of Westinghouse
17 Target, there's a discussion about the
18 "Consortium's decision to apply a best talent/best
19 athlete approach of using Westinghouse management
20 personnel." What -- Can you explain what you
21 understood that to mean?

22 A I understood the best talent -- best talent/best
23 athlete approach was to put -- for Westinghouse
24 management to work with Stone & Webster, the
25 contractor, under this best talent/best athlete,

1 put the best -- a subject-matter expert, not that
2 there weren't already subject matter, but
3 Westinghouse was going to add their own employees.

4 Q So there was already a CB&I employee on that task
5 and Westinghouse was going to add one of their own
6 to it? Is that . . .

7 A I don't know that there was already one, but
8 Westinghouse was going to put their employees to
9 support CB&I's construction efforts.

10 Q If you can turn to page 5. And the very first
11 sentence on there, "EAC review team discovered
12 that Westinghouse is attempting to recover firm
13 price licensing work scope through T&M work
14 pricing." That doesn't mean anything to me as a
15 non-accountant. Can you explain what that meant?

16 A The Westinghouse -- under the firm price,
17 Westinghouse was responsible for helping SCE&G and
18 Santee Cooper get the license for the plants. And
19 so now they were trying to come -- and we did have
20 a small T&M allowance for other, and there were
21 specific requests from the owner for small
22 licensing projects, but we felt like this was --
23 the work that was described was a part of what the
24 owner had already paid in the firm price.

25 Q Okay. Paragraph 8.0, Regulatory Driven. My

1 understanding is these would be adjustments based
2 as a result of regulatory changes since the
3 project had begun?

4 A Correct.

5 Q Paragraph 9, Contingency Risk Evaluation. Have
6 you had a chance to read that paragraph?

7 A I have.

8 Q Can you give me your explanation of what the EAC
9 team was saying about the contingency risk
10 evaluation?

11 A May I read it?

12 Q Yeah, absolutely.

13 A (Witness reviewing document). Okay.

14 Q Okay. Again, just trying to get your
15 understanding in layman's terms. What is the
16 contingency risk evaluation column telling us?

17 A It's telling us that there were dollars that CB&I
18 reserved for what they called "Contingency Risk
19 Evaluation," but the EAC review team concluded
20 that the dollars associated with that, we thought,
21 were already covered in what they were requesting
22 in the quantity changes column and the other
23 miscellaneous adjustments call.

24 Q Okay. You thought there was maybe double
25 counting?

1 A That's what we thought.

2 Q I want -- in paragraph 11, Field Nonmanual. I
3 think I get a lot of it, except for I want to
4 understand in the second paragraph where it talks
5 about halfway through that paragraph, I'll read
6 it, "CB&I would only be entitled to 146 million of
7 these costs due to the fact that FNM costs had a
8 factor of 1.7 added to them to cover
9 administrative expenses. The owner has been told
10 that the actual factor experienced by CB&I is
11 approximately 1.3 to 1.4. Therefore, the owner
12 should only pay 1.4 markup on any FNM expense
13 incurred in excess of the amount originally
14 budgeted." That, again, I'm trying to get more of
15 the layman's understanding of what the EAC was
16 saying here.

17 A In the original EPC contract, the field nonmanual
18 labor was marked up 70 percent, so that's the 1.7.

19 Q All right.

20 A And what we were saying here is for this
21 additional field nonmanual labor, we were
22 suggesting that we only pay a 1.4 percent. So a
23 40 percent markup in lieu of the 70.

24 Q And why was that recommendation made?

25 A It would help control the costs, the field

1 nonmanual costs. And the -- I'm not really sure
2 where we got -- the 1.3 to 1.4 is their -- I don't
3 know. When the statement's made, "the owner has
4 been told," I don't know where that statement
5 originated.

6 Q Okay.

7 A I mean I don't recollect.

8 Q The next column under Acceleration it talks about
9 an estimate for the increase in project costs due
10 to acceleration to meet the December 2018/2019
11 SCDS. I assume that SCDS is Substantial Completion
12 Dates?

13 A Yes, I would think -- yes or schedule.

14 Q And I guess one of the things I'm a little
15 confused about, it talks about accelerating to
16 meet those dates. Weren't those already the dates
17 that they were supposed to be done by?

18

19 MR. CHALLY: Object to form.

20

21 A No. No, these were the dates that were given in
22 the estimate.

23 Q Okay.

24 A When you say the "dates that were approved,"
25 approved by the --

1 Q Yeah. Under the BLRA whole process with the PSC,
2 what -- at the time you were doing the EAC team
3 review, what was the substantial completion dates
4 for the project?

5

6 MR. CHALLY: Object to form.

7

8 A I don't recall from memory --

9 Q Okay.

10 A -- what those dates are.

11 Q Well, do you recall if it was December '18 and
12 '19?

13

14 MR. CHALLY: Object to form.

15

16 A I don't remember. I don't think they -- I
17 don't -- I'm guessing --

18 Q Yeah.

19 A -- I don't think they were.

20 Q Do you think they were earlier or later than that?

21

22 MR. CHALLY: Object to form.

23

24 A Earlier.

25 Q Earlier, okay.

1 A Again, I'm guessing.

2 Q Okay. All right.

3 A When we refer to -- can I just clarify?

4 Q Yeah.

5 A When we refer to acceleration, it was the two
6 spreadsheets, so it was a June 2018, '19 -- I'm
7 sorry. December 2018 and '19 and then later June
8 dates, maybe June -- and, again, I'm going from --
9 June 2019 to June 2020. So the acceleration is
10 what it would cost to accelerate the completion
11 dates to this December from the June dates for the
12 two spreadsheets. That's when we use the word
13 "acceleration" here.

14 Q Okay.

15

16 (Whereupon, EAC PowerPoint was marked
17 Exhibit No. 7 for identification.)

18

19 BY MR. HALTIWANGER:

20 Q After you've had a chance to look at it, just let
21 me know.

22 A (Witness reviewing document). Okay.

23 Q Can you tell us what that exhibit is?

24 A This is a PowerPoint presentation based on the EAC
25 review team's -- a summary of the EAC team's

1 conclusions.

2 Q Do you know if this was the PowerPoint that was
3 presented to management?

4

5 MR. CHALLY: Object to form.

6

7 A I don't, I don't.

8 Q And what -- we may have covered this. Did you
9 actually have access to the PowerPoint
10 presentation?

11 A I did -- we, internally the team -- the review
12 team met.

13 Q So you --

14 A I don't remember typing the PowerPoint
15 presentation.

16 Q Okay.

17 A Are we done with this? Do I --

18 Q Yeah, but you may want to have access to it for a
19 second.

20 A Okay.

21

22 (Whereupon, EAC Review Team Preliminary
23 Update was marked Exhibit No. 8 for
24 identification.)

25

1 Q Can you identify for us what Exhibit No. 8 was?

2

3 MR. CHALLY: Object to form. I'm sorry, Dan,
4 do you mean the presentation or the handwriting
5 that's on it or both?

6 MR. HALTIWANGER: Both.

7

8 Q Just what is Exhibit No. 8?

9 A It looks like it is a draft, but I don't know if
10 it's a draft of this --

11 Q Okay.

12 A -- or -- I'm not sure without comparing the two,
13 because, I mean, this has -- this has a date of
14 10/6/2014 and this doesn't have a date on it, so .
15 . .

16 Q And that kind of leads me to my questions about
17 the process through which this presentation was
18 being edited. Who would -- I guess who would have
19 been the final person in charge of the final work
20 product, the PowerPoint that was completed by the
21 team?

22 A In my opinion, it would have been Ken Browne --

23 Q Okay.

24 A -- because Ken knew about all of the subject
25 matters.

1 Q And as you can see just from these two, and I'd
2 represent to you they weren't the only two, we've
3 had -- I've found multiple versions of this
4 PowerPoint, but I can't determine which one was
5 the final one.

6 A I mean, just based on what I'm looking at.

7 Q Yeah, okay. And so that's what -- Ken Browne, do
8 you think, would be the one who would have my
9 answer?

10 A I think Ken would, yes.

11 Q Okay. All right. One of the questions I wanted
12 to follow, I'm not sure exactly how far into the
13 exhibit, but it's the page about CB&I Woodlands
14 cuts, it's about ten or so pages in there.

15 A Yes.

16 Q What was your understanding of what was meant by
17 "CB&I Woodlands cuts"?

18 A Woodlands, from my recollection, is -- was where
19 the headquarters for CB&I, and I believe that's
20 Woodlands, Texas.

21 Q Okay. What were these cuts to be, do you
22 remember?

23 A They were reductions in the EAC.

24 Q Okay.

25 A We didn't understand what the cuts were.

1 Q So that's what I was trying to be enlightened
2 upon, is did -- as I read it is in their materials
3 they presented to you, they represented that we're
4 going to cut close to \$300 million out of our
5 budget for Woodlands, but I never have seen an
6 explanation of what was being cut. I mean what
7 did that \$300 million reduction represent?

8 A Well, they've got the categories in the first
9 column.

10 Q Okay.

11 A So that's indirect, that would be indirect craft
12 labor.

13 Q Okay.

14 A Field nonmanual. FNM would be field nonmanual.
15 Direct subcontracts, that would be subcontracts --
16 subcontractors to CB&I or Stone & Webster.
17 Distributables. And then there was other costs.

18 Q And I guess -- and I'm just kind of wandering in
19 the dark on this, because I'm a little confused
20 about why \$300 million was going to be spent in
21 Woodlands, Texas on these type things for the
22 project in Fairfield County?

23 A I don't think that -- it was work that was done in
24 Woodlands, Texas.

25 Q Okay.

1 A I think these were adjustments to the estimate.

2 Q All right. Okay.

3

4 MR. HALTIWANGER: Why don't we take a short
5 break.

6 VIDEOGRAPHER: This concludes video number
7 two in the deposition of Sheri Wicker. The time
8 is approximately 3:12 p.m. We are now off the
9 record.

10 (Off the Record)

11 VIDEOGRAPHER: We are now back on the record.
12 Today's date is August 23, 2018. The time is
13 approximately 3:25 p.m. This is video number
14 three in the video deposition of Sheri Wicker.

15

16 BY MR. HALTIWANGER:

17 Q Ms. Wicker, the productivity factor number, where
18 did the EAC team get its information for the
19 real-world PF occurring out on the site?

20 A This is my understanding because I did not attend
21 the meetings, but there were monthly project
22 review meetings and there was a slide of project
23 information, but I didn't attend the meeting. But
24 it's my understanding that one of the slides was
25 the performance factors.

1 Q So who would be compiling that information, if you
2 know?

3 A It would be the Consortium. I think they were
4 delivering the data to the project team, but
5 again, I wasn't present at those meetings.

6 Q Do you know if following the EAC team review
7 presentation in 2014, do you know whether SCANA
8 continued to monitor the PF out on the site?

9 A When you say "after the presentation," I'm not
10 sure what you mean by --

11 Q Whatever the -- after October of 2014, do you know
12 if SCANA continued to monitor the PF?

13 A They would have received, I believe, in those
14 monthly meetings, but how it was being monitored,
15 I can't speak to that.

16 Q So are you aware of anyone at SCANA actually going
17 behind the numbers to determine what PF was?

18 A I'm not aware. I don't know. There could have
19 been.

20 Q All right.

21 MR. HALTIWANGER: That's all I have now.

22 - - - - -

23 EXAMINATION

24 BY MR. CHALLY:

25 Q Ms. Wicker, I have a few questions for you, okay.

1 First, I want to have you pull out what
2 Mr. Haltiwanger marked as Exhibit No. 6. It's the
3 first page.

4 A Yes, okay.

5 Q I believe that particularly with reference to
6 section 5.0 of this document, it's on pages 2
7 and 3, Mr. Haltiwanger -- or you discussed with
8 Mr. Haltiwanger efforts to hold the Consortium
9 accountable as it relates to some of the issues
10 that are discussed in this document, right?

11 A Yes.

12 Q Are you familiar with efforts that SCE&G undertook
13 to hold the Consortium accountable?

14 A I do from an invoicing perspective, how we reduced
15 our payments.

16 Q And that was -- are those efforts you're referring
17 to efforts that followed this EAC review?

18 A Yes.

19 Q And is it your understanding that those efforts to
20 hold Consortium accountable were designed to
21 ensure or help the Consortium achieve the
22 productivity factors?

23 A Or that the owner would not pay beyond those
24 factors. That's -- that was my understanding.

25 Q So if the promised productivity factor was not

1 met, SCE&G would not pay the Consortium for those
2 additional costs?

3 A They -- we would dispute those costs.

4 Q Are you familiar with SCE&G, in fact, disputing
5 those costs?

6 A Yes.

7 Q Tell us what you recall about those disputes?

8 A We began in 2015, and there was a letter written
9 to the Consortium, but I'm not real -- I can't
10 quote the performance factors or the employee
11 ratios in that letter from memory. But we
12 began -- if the performance factor that was
13 presented by the Consortium to SCE&G, and I'm
14 assuming it was in the monthly project review
15 meetings, that would be the performance factor
16 that we measured them against. And then we would
17 dispute the difference between holding them
18 accountable to the productivity factor that we
19 expressed in the letter and then the actual -- the
20 actual productivity factor. Yes, productivity
21 factor. We would dispute the difference and we
22 withhold ten percent. We did the same thing with
23 the employee ratios, which was -- and again, I'm
24 trying to get it from memory.

25 Q Let me stop you right there and introduce Exhibit

1 No. 9.

2

3 (Whereupon, Email and Letter re: Owner
4 dispute of Target/T&M Invoices was
5 marked Exhibit No. 9 for
6 identification.)

7

8 BY MR. CHALLY:

9 Q I'll have you take a look at that and see if you
10 recall that document.

11 A I do. I do.

12 Q Is this -- I believe you referred to a letter in
13 your earlier testimony just a minute ago. Is this
14 the letter that you were referring to?

15 A I'm not sure which letter. I talked about a
16 letter that we would write the Consortium with the
17 totals that we were going to withhold or dispute
18 from each invoice. I'm not sure if I specifically
19 called out this letter.

20 Q What is this letter?

21 A Okay. So this letter was a letter written to the
22 Consortium, and it was notifying them that
23 effective May 5, 2015 -- so for the invoices that
24 we received in May 2015, we were going to -- let's
25 see. So we were going to hold them accountable

1 for unexcused delay in performance inefficiencies.

2 Q So to the extent that they weren't able to achieve
3 the promised productivity factor in the
4 spreadsheets that you analyzed in the EAC review,
5 this letter represents an effort by the company to
6 hold them accountable for those failures, let's
7 say?

8 A Yes, and those factors are on page 3 of 5.

9 Q All right. And so can you describe for us exactly
10 what this letter conveyed to the Consortium in
11 terms of how SCE&G was trying to hold them
12 accountable? What were we doing, holding
13 payments?

14 A We were withholding payments. I'm sorry, I didn't
15 understand your question.

16 Q That's all right, not a very good one. We were
17 withholding payments. And then do you have an
18 idea, if you can describe for us, the scope of the
19 payments withheld?

20 A When you say "scope," are you talking about from a
21 dollar perspective like the total?

22 Q I'm interested in both the dollar perspective and
23 then what sorts of payments. So maybe start with
24 dollars. In terms of total dollars, do you have a
25 sense for what this letter represented SCE&G

1 informing the Consortium they intended to
2 withhold?

3 A I want to say a hundred million in disputes.

4 Q So a -- but it was well north of 50 million?

5 A Oh, yes.

6 Q Okay. All right. And you think around a \$100
7 million?

8 A Yes. It would be on the dispute log that I spoke
9 about earlier --

10 Q Okay. All right.

11 A -- the invoices.

12 Q And then can you describe for us a little bit the
13 kinds of costs and invoices that we were disputing
14 as evidenced --

15 A These specifically were the target work scope
16 where you would have your craft laborers, your
17 field nonmanual laborer would come through on
18 those target invoices.

19 Q Are you aware of other efforts of SCE&G to get the
20 Consortium to achieve better productivity?

21 A I'm not personally aware, only what affected the
22 invoicing, which was --

23 Q I understand you weren't personally involved, but
24 are you aware of the fact that SCE&G was engaged
25 in other efforts to try to improve productivity?

1 A Not by memory.

2 Q Okay. Other than this letter, are you -- other
3 than the costs and invoices that are covered by
4 this letter, are you aware of other invoices that
5 SCE&G disputed following its conclusion that the
6 Consortium had not met the promised productivity
7 factors?

8 A None come to memory. You're talking about after
9 this point, after --

10 Q Or just other than this letter.

11 A Oh, other. So it could be prior to this?

12 Q Sure.

13 A Oh, okay. I'm sorry. Well, I spoke about the --
14 we were withholding progress payments. And I
15 believe that began in mid-2014. We would also
16 find in -- and I'm using this as an example, but a
17 charge in a target price invoice that we thought
18 we had already paid in firm price, so we would
19 withhold dollars for that. And our basis was this
20 is firm price work scope paid in target, so we've
21 already paid for it in firm price, so we don't --
22 we're not going -- it's a duplicate billing in
23 target.

24 Q So, in your mind, were those all efforts that
25 SCE&G undertook that you're personally aware of in

1 an effort to hold the Consortium accountable for
2 its activity on the project?

3 A Yes.

4 Q And many of those, is it fair to say, relate
5 specifically to the Consortium's ability to
6 achieve the promised productivity factors?

7 A Well, productivity factors, the only thing I can
8 really relate back to is this letter for
9 productivity.

10 Q Got it. Ms. Wicker, are you familiar with
11 disputes related to costs caused by submodule
12 delays?

13 A I think those would be kind of what I was
14 referencing where we would find labor, or we
15 called them subledgers, where the Consortium would
16 account -- it would be like an accounting code
17 that they would attach to a scope of work, and we
18 would find that subledger. And I can't really
19 remember if it was related to structural module
20 delays, but that would be an example of firm price
21 work charged in target work scope.

22 Q And an example of the sorts of invoices that you
23 would then dispute, right?

24 A Would be the target invoice.

25 Q Okay. Ms. Wicker, you -- I believe you mentioned

1 earlier that one of your responsibilities on the
2 project was invoicing related to the project. Is
3 that right?

4 A Yes. Correct.

5 Q And did you interact with the Office of Regulatory
6 Staff in connection with some of your invoicing
7 related work?

8 A Yes. So that --

9 Q Tell us what you did.

10 A I'm sorry. That was -- those invoices would be a
11 part of the data that was transmitted to the
12 Office of Regulatory Staff on a monthly basis for
13 them to make their audit selections for the
14 project.

15 Q So when you say "those invoices," do you mean all
16 invoices assisted with the project costs were
17 included in this report to the ORS?

18 A Correct. All charges in the New Nuclear capital
19 work order.

20 Q How did that information get conveyed to the ORS?

21 A It was -- you mean once we prepared it? Is that
22 --

23 Q Yes, I'm curious about how --

24 A Because I had -- maybe it wasn't -- is it the same
25 question?

1 Q I don't know.

2 A Oh, okay.

3 Q Tell us how information related to all of these
4 invoices was ultimately conveyed to the ORS?

5 A So it was a download from the capital -- the New
6 Nuclear capital work order each month after prior
7 month's accounting closeout. We would prepare an
8 Excel spreadsheet. And it was just a data dump.
9 All the data from the work order was included in
10 that spreadsheet. And then the spreadsheet was
11 uploaded onto an ORS secured site so that they
12 could download it and make their selections.

13 Q Do you know who at the ORS would review those
14 spreadsheets?

15 A I've worked with three different audit managers at
16 the Office of Regulatory Staff. The first one was
17 Henry Webster, the second one was Gaby Smith, and
18 the last one that I worked with was Kelvin Major.

19 Q And is it in your experience with the -- would
20 some combination of those individuals review each
21 spreadsheet that you uploaded to this secured
22 site?

23 A Either -- well, they were audit managers and there
24 were auditors that reported to them, so I'm not
25 sure who would review the spreadsheets and make

1 the audit selections.

2 Q Putting aside who, are you familiar with the ORS
3 regularly reviewing those spreadsheets and using
4 them for whatever purpose?

5 A On a monthly basis.

6 Q On a monthly basis. And in some instances, the
7 ORS would actually select invoices to audit.
8 Isn't that correct?

9 A Correct.

10 Q And then what would that process look like if they
11 audited?

12 A So they would make selections within the
13 spreadsheet, and they would number their audit
14 items and then return it back to us. And it would
15 be returned via email, but a redacted version. So
16 I just knew what -- which invoices had been
17 selected. And then we would get a copy of the
18 invoice and then we would -- an actual copy, we
19 would give a copy of the audit. We usually had a
20 package, a monthly package, so that all the audit
21 items for that month were in that package that
22 would be delivered to the Office of Regulatory
23 Staff.

24 Q And that package, then, would have all of the
25 actual invoices that SCE&G received for that --

1 that were requested for audit?

2 A Yes. So every -- you know, all the invoice -- I
3 think -- I want to make sure. The copy of the
4 invoice downloaded from our accounts payable
5 system would be what was included.

6 Q And did the ORS have the ability to request to
7 audit any of the items that were included on the
8 spreadsheets?

9 A Yes, they did.

10 Q Are you aware of a single instance where SCE&G did
11 not provide the information that the ORS had
12 requested in these audits?

13 A The only differences -- no, I do not know of an
14 instance, but there was a differentiation between
15 the legal invoices. They were provided on site,
16 so the ORS would come on site and view them.
17 Whereas all the other audit items, they -- we
18 would deliver it to their offices in Columbia.

19

20 (Whereupon, Spreadsheets was marked
21 Exhibit No. 10 for identification.)

22

23 BY MR. CHALLY:

24 Q I'm going to hand you what I've marked as Exhibit
25 No. 10. I'll represent to you that this document

1 has a tab. We placed that tab on it --

2 A Okay.

3 Q -- and we'll come to that in a second. But I
4 first want to ask you if you're familiar with this
5 particular document?

6 A I am.

7 Q Is this one of the spreadsheets that you would
8 upload to the ORS secure site as you described
9 earlier?

10 A Yes.

11 Q And is this the specific spreadsheet that you
12 would -- is the specific spreadsheet that you
13 would have made available to the ORS in August
14 of 2015?

15 A Yes.

16 Q And so this is the spreadsheet that identifies
17 every invoice SCE&G received related to the
18 project for the -- is it a 30-day period prior?

19 A It would have been everything that was charged to
20 the work order in August of 2015.

21 Q Okay. All right. Now, I want to flip or call
22 your attention to the page that I've tabbed. And
23 specifically -- it's going to be a little
24 difficult to identify, but if you look at the
25 vendor name.

1 A Yes. Uh-huh.

2 Q Go down to Bechtel Power Corporation --

3 A Yes.

4 Q -- it's about two-thirds of the way down.

5 A Yes, I see.

6 Q So does this document -- well, first off, is this
7 a document that you maintained in the ordinary
8 course of your work for the company SCE&G?

9 A You're talking about this spreadsheet?

10 Q This spreadsheet.

11 A Yes.

12 Q Okay. And it was a part of your job function to
13 maintain and keep accurate this particular
14 spreadsheet?

15 A Yes.

16 Q Okay. So this -- does this line item on this
17 spreadsheet indicate to you that the company had
18 received an invoice from Bechtel Power Corporation
19 during the time prior to this August '15 --
20 August 2015 spreadsheet being created?

21 A Or during the month of August.

22 Q During the month, okay. And then it was listed
23 here. And do you have an idea as to the amount of
24 the invoice that --

25 A If you go over to the left under the column that's

1 AMT, amount, the \$250,000.

2 Q Okay. And then tell us what this -- this then --
3 tell us what this represents.

4 A So there was a payment made to Bechtel in
5 August 2015 for \$250,000.

6 Q And then to provide information related to that
7 payment to the ORS, you included it on this
8 spreadsheet and uploaded it to the ORS's secure
9 site?

10 A Along with every -- yes, along with this entire
11 spreadsheet.

12

13 MS. FICKLING: Just so we're clear, because
14 we don't have Bates ranges on them, were these
15 previously provided to us?

16 MR. CHALLY: They were -- they've not been
17 produced in connection with this case. I'm not
18 sure whether they've been asked for, but they --
19 as Ms. Wicker is testifying, it will be made
20 available to the ORS.

21

22 A Is that it for this --

23 Q For that one.

24

25 MR. CHALLY: Now we're on Exhibit No. 11.

1 (Whereupon, Spreadsheets was marked
2 Exhibit No. 11 for identification.)

3

4 BY MR. CHALLY:

5 Q Ms. Wicker, I've handed you what I've marked as
6 Exhibit No. 11. Is this another spreadsheet of
7 the sort that we just discussed?

8 A Yes.

9 Q And then what is the date of this spreadsheet?

10 A January 2016.

11 Q So does this, then, represent the invoices paid by
12 SCE&G related to the nuclear project in the time
13 period prior to January 2016?

14 A Yes. Or during January.

15 Q Sorry. And then the -- this would have been a
16 spreadsheet that you provided to the ORS through
17 the secure site that you talked about --

18 A Correct.

19 Q -- correct? And this document, too, was one that
20 you prepared in your -- in the ordinary course of
21 your duties for SCE&G?

22 A Yes.

23 Q Now, again, I've tabbed this particular document
24 to refer you to a specific page. I want you to
25 look on this tabbed page for another reference to

1 Bechtel Power Corporation. It's at the bottom,
2 five or six lines up from the bottom.

3 A Yes, I see it.

4 Q Can you tell us what this line item entry
5 represents?

6 A So this line item, if you move to the left -- I
7 want to make sure.

8

9 MR. PEAVY: Can you read it?

10

11 A Well, I can read it. I just want to make sure I'm
12 going along the line. This represents a payment
13 of \$500,000 to Bechtel in January 2016.

14 Q And then the information related to that payment
15 was provided to the ORS through this spreadsheet?

16 A Through this spreadsheet.

17 Q Just one more --

18 A I mean, I don't want to imply that they -- I can
19 confirm that they received this --

20 Q Right.

21 A Is that -- okay.

22 Q That's what I mean. Okay.

23

24 (Whereupon, Spreadsheets was marked
25 Exhibit No. 12 for identification.)

1

2 BY MR. CHALLY:

3 Q Now, Exhibit No. 12, is this another of those
4 spreadsheets that you prepared and provided to the
5 ORS?

6 A It is.

7 Q And then what is the date that this spreadsheet
8 represents?

9 A February 2016.

10 Q And this is also a document that you would have
11 prepared in the ordinary course of the scope of
12 your duties for SCE&G?

13 A Yes.

14 Q And a document that you would have transmitted to
15 the ORS through the secure site?

16 A Yes.

17 Q Through the process that you described earlier?

18 A Yes.

19 Q Now, again, I've tabbed a page for you. I want
20 you to help us identify on that page, if you would
21 please, a reference to an invoice from Bechtel
22 Power Corporation. It's about the middle of the
23 page.

24 A I see -- I see it.

25 Q Can you tell us what that particular line item

1 represents?

2 A So moving to the left, that represents a payment
3 to Bechtel Corporation in the amount of \$250,000
4 in February of 2016.

5 Q So the total of these invoices is a million
6 dollars? Is that right?

7 A Correct. Of the three exhibits.

8 Q Correct. We had one invoice for -- excuse me.
9 Two invoices for \$250,000 and one invoice for
10 \$500,000?

11 A Uh-huh.

12 Q Are you aware of any other invoices that Bechtel
13 Power Corporation submitted to SCE&G for work
14 related to the project?

15 A In the beginning of the project, we used Bechtel
16 to assist with, I think it was our licensing
17 efforts. It's been a long time. And then post
18 Westinghouse bankruptcy, Bechtel was working on a
19 scope of work on the nuclear island. And so
20 during the interim assessment agreement, we paid
21 Bechtel directly.

22 Q Other than those two instances, one post
23 abandonment and one early on in the project --

24 A Not post abandonment, but post --

25 Q Bankruptcy.

1 A -- bankruptcy. Yes. I'm sorry. If I said
2 abandonment, I meant bankruptcy.

3 Q I may have misheard you. So other than those two
4 instances, one post bankruptcy and one early in
5 the project, are you aware of any other invoices
6 associated with work of Bechtel Power Corporation
7 on the project?

8 A None that I can -- I'm aware of.

9 Q Now, I believe you mentioned that there was a
10 separate process for submitting certain invoices
11 as to which the company desired some additional
12 measure of confidentiality. Is that right? They
13 were -- this spreadsheet was uploaded to the ORS
14 secure site and there were a separate set of
15 invoices that would be made available on site as
16 opposed to deliver to them?

17 A Correct, the legal invoices.

18 Q Okay. And were you familiar with the process by
19 which legal invoices were made available to the
20 ORS?

21 A We would collect them from our legal department
22 and then would make them available in folders.
23 And the ORS had a trailer on site. And we would
24 make them available in the trailer.

25 Q Okay. All right. And are you familiar with any

1 legal related invoices that relate to the work of
2 Bechtel Power Corporation in connection with the
3 project?

4 A Because of the work that I did on the affidavit
5 that I -- from June, the law firm Smith, Currie --
6 I can't remember -- I can't remember the last --
7 Smith, Currie, Hancock.

8 Q That's right. Okay. I'm going to hand to you
9 what I've marked as Exhibit No. 13.

10

11 (Whereupon, Professional Services
12 Statement was marked Exhibit No. 13 for
13 identification.)

14

15 BY MR. CHALLY:

16 Q This as an invoice -- a statement from Smith,
17 Currie & Hancock. Are you familiar with this
18 particular invoice?

19 A I am in that -- through not my memory, but my
20 affidavit that I signed in June attesting that
21 this was an invoice that was selected by the
22 Office of Regulatory Staff.

23 Q So this was an invoice selected by the Office of
24 Regulatory Staff for further information. Is that
25 correct?

1 A Well, no. They just requested a copy of this to
2 audit.

3 Q Understood. So they were made aware of the fact
4 that SCE&G had paid certain money to Smith, Currie
5 & Hancock, and then the ORS requested specifically
6 to see the invoice for that amount of money?

7 A Yes.

8 Q Is that right?

9 A Uh-huh.

10 Q And so then you're familiar with the fact that the
11 ORS received this particular invoice? Is that
12 right?

13 A It was made available to them.

14 Q It was made available to them in this trailer that
15 they had?

16 A In the ORS trailer, uh-huh.

17 Q Thank you. Do you know who at the ORS accessed
18 this trailer and reviewed invoices of this sort
19 that we've marked here as Exhibit No. 13?

20 A I believe it would be the audit -- the manager of
21 audit and any of his financial auditors. That
22 would be the financial team.

23 Q Who was the manager of auditing?

24 A The last one was Kelvin Major, that I described
25 earlier.

1 Q So Mr. Major and his team would have specifically
2 requested these invoices. Is that right?

3 A Just as a going through this Excel spreadsheet
4 selecting it.

5 Q And then Mr. Major and his team would have had
6 access to this particular invoice in the ORS
7 trailer. Is that right?

8 A Yes. John, can I -- I want to clarify.

9 Q Sure.

10 A This is an invoice that was attached to my
11 affidavit? It was? Okay.

12 Q I'll represent to you that it was an invoice
13 attached to your affidavit.

14 A Okay. I don't have my affidavit, but it looked
15 familiar to me, but -- the dollar amount.

16

17 (Whereupon, Professional Services
18 Statement was marked Exhibit No. 14 for
19 identification.)

20

21 BY MR. CHALLY:

22 Q I've handed you what I've marked as Exhibit No. 14
23 to your deposition. Have you had a chance to
24 review that, Ms. Wicker?

25 A I have.

1 Q Is this another invoice of Smith, Currie &
2 Hancock?

3 A Yes, it is.

4 Q This -- do you recall whether or not this invoice
5 was requested for further inspection by the ORS
6 during its -- during the construction of the
7 project?

8 A If it was attached to my affidavit. And I don't
9 have my affidavit.

10

11 MR. CHALLY: I'll do the best I can here with
12 limited copies.

13

14 (Whereupon, Affidavit of Sheri L. Wicker
15 was marked Exhibit No. 15 for
16 identification.)

17

18 BY MR. CHALLY:

19 Q I'm going to show you what I've marked as Exhibit
20 No. 15. Let me just ask you, Ms. Wicker, is that
21 a copy of the affidavit that you're referring to?

22 A Yes, it is.

23 Q And does that affidavit have attached to it two
24 invoices of Smith, Currie & Hancock?

25 A Are you asking if these two invoices?

1 Q Uh-huh. Well, I guess I -- let me ask it this
2 way, that affidavit has attached to it certain
3 invoices of Smith, Currie & Hancock, correct?

4 A Yes. Uh-huh.

5 Q And are the invoices that we marked as Exhibit
6 Nos. 12 and 13 included within the invoices --

7 A Of Exhibit Nos. 13 and 14.

8 Q I'm sorry. Exhibit Nos. 13 and 14 included within
9 the invoices that you attached to your affidavit?

10 A Yes.

11 Q So then does that refresh your memory as to
12 whether or not, with specific reference to Exhibit
13 No. 14, the ORS requested for audit of this
14 invoice Exhibit No. 14?

15 A Yes. Yes, now that I've seen my affidavit.

16 Q And then that would have meant that the ORS had
17 available to them in their trailer on the project
18 site this particular invoice?

19 A Correct.

20 Q Okay.

21

22 MR. CHALLY: That's all I have, Ms. Wicker.
23 Thank you very much.

24 MR. HALTIWANGER: Give us one second then
25 we'll clean up and be done.

1 VIDEOGRAPHER: We will now go off the record.
2 The time is approximately 4:00 p.m.

3 (Off the Record)

4 VIDEOGRAPHER: We are now back on the record.
5 The time is approximately 4:04 p.m.

6 - - - - -

7 RE-EXAMINATION

8 BY MR. HALTIWANGER:

9 Q Ms. Wicker, do you have Exhibit No. 10 in front of
10 you?

11 A I do.

12 Q And I apologize if I'm a little discombobulated.
13 This is my first time looking at this, so I'm
14 going to try to get a little information. There
15 is on Exhibit No. 10, we have resource codes.

16 A Yes.

17 Q What do those numbers tell you?

18 A Those are descriptions of really summary level
19 descriptions. So, for example, the first -- the
20 first resource code is 201. And we're just
21 pulling in the resource description in the -- I'm
22 sorry. It's --

23 Q I see it --

24 A Oh, okay.

25 Q Okay, go ahead.

1 A So the resource code tells you the type of
2 expense.

3 Q Okay. And at the end of Exhibit No. 10, we have a
4 key to tell us what those different expenses are.

5 A Those -- that key at the end is a description of
6 the journal type. It's the column right next to
7 month. So we have the journal number and then
8 this is the journal description that we pull in.

9 Q So for the resource code -- who enters that
10 resource code?

11 A It's coded at the time the invoice is paid. Or if
12 it's labor, it comes through as a payroll item.
13 And so it's coded as its charged to the New
14 Nuclear capital work order.

15 Q And who would make that decision?

16 A Well, a lot of times it would be us in the
17 financial accounting group. And -- or wherever
18 the invoice originated.

19 Q Okay.

20 A If it originated in -- well, there were certain
21 resource codes that we knew. You know, 426 is
22 employee travel, so as an employee is entering
23 their expense report, they would know that it's --
24 they needed to code their hotel to resource code
25 426.

1 Q Okay. And is there a code for legal work?

2 A It's resource code 528.

3 Q For the entry that Mr. Chally discussed with you
4 on Exhibit No. 10 for Bechtel Power Company, what
5 is its resource code?

6 A It is resource code 501.

7 Q So that's not described as legal work?

8 A It's outside services.

9 Q But not -- outside services doesn't count as legal
10 work, does it?

11

12 MR. CHALLY: Object to form.

13

14 Q I guess I'm asking why wasn't it coded as legal?

15

16 MR. CHALLY: Object to form.

17

18 A I don't know. These particular payments were
19 actually given to us at the project, and so we
20 processed them under resource code 501.

21 Q So somebody at the project site would have
22 determined --

23 A Yes.

24 Q -- the resource code?

25 A Yes.

1 Q And whoever did that at the project site did not
2 code this as legal work?

3 A Correct. It was coded to resource 501.

4 Q In looking at the resource codes, there's also a
5 code for -- code 524, what is that resource code?
6 Kind of --

7 A That would be used for professional consulting
8 fees.

9 Q And for the Bechtel charges in Exhibit No. 10,
10 those also were not noted as outside professional
11 either, were they?

12 A No. They were 501, other outside services.

13 Q Do you know why they were not coded as other
14 professional consulting?

15 A No, I don't.

16 Q Who would have made that decision, again?

17 A It would have been probably me or Carlette Walker.

18 Q Well, let me ask you, then, in -- back in August
19 of 2015, what was your understanding of what
20 Bechtel was doing for the project?

21 A My only knowledge was the processing of the
22 invoices. And I knew that there was an
23 assessment, but I didn't know anything other than
24 that.

25 Q Well, what was your understanding in the

1 assessment?

2 A Just the fact that it had assessment in the -- on
3 the invoice, that's all. I don't know what the
4 engagement was with Bechtel.

5 Q Did you ever -- were you ever interviewed by
6 Bechtel?

7 A No, I was not.

8 Q Do you know who -- and I just want to make sure
9 I'm understanding. The 501 designation, that is
10 something you believe you may have entered?

11 A Yes.

12 Q And your testimony today is that at the time you
13 had no idea what Bechtel was doing, beyond just an
14 assessment?

15 A That's correct.

16 Q Nobody had told you that it was for legal
17 purposes?

18 A I was not aware of that, no.

19 Q If you had been told that, would you have coded it
20 differently?

21

22 MR. CHALLY: Object to form.

23

24 A If I had known that, it probably would have gone
25 back to the legal department for processing the

1 invoice. The only thing that I did was help the
2 SCE&G project team process the invoice for
3 payment. The project team itself approved the
4 invoice for payment.

5 Q If in their review of the information provided to
6 them, ORS had asked you what Bechtel was doing for
7 SCANA, would you have been able to tell them?

8 A I would not. I would have had to refer them to
9 the project team, which we did with most of their
10 follow-up questions. We had to refer them to the
11 SCE&G team, the NND project team.

12 Q At the time, did you have any understanding of
13 what Bechtel was doing in their assessment?

14 A No, I did not.

15 Q Following Bechtel's work for SCANA on the site,
16 I've seen -- we've talked about news reports
17 earlier. There were reports about a Bechtel
18 report. Are you familiar with that?

19 A The news. Yeah, the media.

20 Q Had you seen the Bechtel report ever prior to it
21 being published in the media?

22 A No, I have not.

23 Q Were you aware that a report had been submitted to
24 SCANA from Bechtel?

25 A No, I'm not. Other than the final payment, but

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CERTIFICATE

Be it known that the foregoing
Deposition of SHERI L. WICKER was taken by Jennifer L.
Thompson, CVR-M;


That I was then and there a notary
public in and for the State of South Carolina-at-Large;

That the witness was sworn by me or
administered an oath of affirmation to testify the
truth, the whole truth, and nothing but the truth,
concerning the matter in controversy aforesaid;

The foregoing transcript represents
a true, accurate and complete transcription of the
testimony so given at the time and place aforesaid to
the best of my skill and ability;

That I am not related to nor an
employee of any of the parties hereto, nor a relative
or employee of any attorney or counsel employed by the
parties hereto, nor interested in the outcome of this
action.

Witness my hand and seal this 2nd day of
September 2018.



Jennifer L. Thompson, CVR-M

Notary Public for South Carolina
My Commission Expires: August 14, 2019

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