

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re
Nu Ride Inc., *et al.*,¹
Reorganized Debtors.

Chapter 11
Case No. 23-10831 (MFW)
(Jointly Administered)
Re: D.I. 1314

**JOINDER OF FOXCONN EV TECHNOLOGY, INC.
AND FOXCONN EV SYSTEM LLC IN POST-EFFECTIVE DATE DEBTORS'
MOTION FOR (A) ENTRY OF AN ORDER ENFORCING THE VEHICLE
DECOMMISSION ORDER AND (B) FOR RELATED RELIEF**

Foxconn EV Technology, Inc. and Foxconn EV System LLC (together, “Foxconn”), by and through their undersigned counsel, hereby submit this joinder (the “Joinder”) to the *Post-Effective Date Debtors’ Motion For (A) Entry of an Order Enforcing the Vehicle Decommission Order and (B) For Related Relief* (D.I. 1314) (the “Motion”) ² filed on September 12, 2024 by Nu Ride Inc. and its affiliated reorganized debtors in the above-captioned proceeding (the “Post-Effective Date Debtors” and, prior to confirmation, the “Debtors”). In support of the Joinder, Foxconn states as follows:

1. Foxconn supports the relief requested in the Motion and joins the Post-Effective Date Debtors in requesting that it be granted.
2. As set forth more fully in the Decommission Motion, the Debtors ceased production of Endurance trucks, sold the assets and parted with the personnel necessary to comply with the

¹ The Reorganized Debtors and the last four digits of their respective taxpayer identification numbers are: Lordstown Motors Corp. (3239); Lordstown EV Corporation (2250); and Lordstown EV Sales LLC (9101). The Reorganized Debtors’ service address is: c/o William Gallagher, CEO, M3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

² Capitalized terms not defined herein are used as defined in the Motion.



Debtors' Regulatory Obligations. Decommission Mot. at ¶¶ 17–19. As a result, the Debtors have “no means to fulfill their warranty, recall, and other obligations to their customers and/or NHTSA.” *Id.* at ¶ 19. Without warranty, recall, and other manufacturer support, allowing the vehicles to continue to operate on public roads poses an undue risk to public safety and welfare.

3. To facilitate the repurchase and subsequent sale for scrap of the Endurance vehicles, Foxconn agreed, among other things, to pay or reimburse the Debtors 50% of the total cost of vehicles actually repurchased by the Debtors (up to \$31,000 per vehicle, including decommissioning cost), for an aggregate of up to \$542,500, without regard to any setoff, recoupment, or other rights that Foxconn or the Debtors may have. *Id.* at ¶¶ 8, 20.

4. The Court granted the Decommission Motion in December 2023. *See* D.I. 790 (the “Vehicle Decommission Order”). In the Vehicle Decommission Order, the Court authorized Foxconn to share in 50% of any net proceeds from the resale, if any, of the repurchased vehicles or vehicle parts. *See* Vehicle Decommission Order at ¶ 4. The Court also directed the Debtors to reclaim the vehicles and, thereafter, that “the vehicles will be decommissioned and not resold to any third-party that intends to use the vehicle for an on-road purpose.” *Id.* The Vehicle Decommission Order further waived all warranty obligations and other claims against the Debtors and Foxconn of customers whose vehicles are repurchased pursuant to the Vehicle Decommission Order as a condition to repurchase, effective upon the date of the applicable repurchase. *Id.* at ¶ 5.

5. As detailed in the Motion, the Debtors repurchased the Endurance vehicles and sold them to Cohen Recycling Inc. (“CRI”) to be scrapped. *See* Motion at ¶ 26. CRI is aware that the vehicles were sold to them to accomplish “decommissioning and destruction.” *Id.* at ¶ 24. Moreover, the vehicles were sold under Form VR-454 stating that: “A vehicle may not be retitled or assigned using this document; it may only be dismantled, destroyed or scrapped.” *Id.* at ¶ 4.

6. Notwithstanding the above, CRI began marketing and selling the Subject Vehicles in violation of the Vehicle Decommission Order and the purpose for which the vehicles were sold to CRI. *Id.* at ¶¶ 24–31. Further, on September 5, 2024, CRI filed an adversary proceeding against the Post-Effective Date Debtors, seeking a declaratory judgment that, among other things, CRI is permitted to keep, use, and/or sell the Endurance vehicles free of all interference. *Cohen Recycling, Inc. v. Nu Ride Inc.*, Case No. 24-50127 (MFW), Complaint for Declaratory Relief (A.D.I. 1) (the “Cohen Complaint”) at ¶ 58. The Cohen Complaint alleges that CRI was not informed of the Debtors’ bankruptcy, but that contention is belied by emails where CRI was clearly informed of the bankruptcy and is also contradicted by Cohen’s public statements concerning the Endurance vehicles, each as set out in the Motion.

7. To protect public safety and fulfill the purpose for which the vehicles were repurchased and sold to CRI, CRI, Cohen and the other Purchasers must be required to comply with the Vehicle Decommission Order. Accordingly, Foxconn hereby joins the Post-Effective Date Debtors in requesting, among other things, the Court to direct the Purchasers to decommission and destroy the Endurance vehicles in their possession pursuant to the Vehicle Decommission Order, such that they cannot be used for an on-road purpose. The relief requested in the Motion is consistent with the Vehicle Decommission Order and the purpose of the sale of the vehicles to CRI, and is necessary to protect public safety.

WHEREFORE, the relief requested in the Motion should be granted and this Court should provide for such further relief as is necessary under the circumstances.

Dated: September 18, 2024
Wilmington, Delaware

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