

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Prodigy Investment Holdings, Inc.,¹

Reorganized Debtor.

Chapter 11

Case No. 23-11120 (BLS)

Jointly Administered

Re: Docket Nos. 1424 & 1446

**CERTIFICATION OF COUNSEL REGARDING ORDER APPROVING
STIPULATION AND SETTLEMENT AGREEMENT BY AND BETWEEN
THE PTR A DISTRIBUTION TRUST AND RON WHITE'S AIR COMPRESSOR SALES,
INC. RESOLVING CLAIMS AND THE RESPONSE TO THE DISTRIBUTION
TRUSTEE'S THIRD OMNIBUS CLAIMS OBJECTION**

The undersigned counsel to Steven Balasiano, solely in his capacity as the distribution trustee (the "Distribution Trustee") of the PTR A Distribution Trust (the "Distribution Trust") established in the above-captioned chapter 11 case (the "Chapter 11 Case") of the reorganized debtor ("Prodigy" or the "Reorganized Debtor") hereby certifies as follows:

1. On August 7, 2023, Proterra Inc ("Proterra Inc") and its affiliate, Proterra Operating Company, Inc. ("Proterra OpCo") (together with Proterra Inc, the "Debtors") filed voluntary petitions for relief in the United States Bankruptcy Court for the District of Delaware (the "Court"), commencing the Chapter 11 Cases.²

2. On March 6, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Fifth Amended Joint Chapter 11 Plan of Reorganization of Proterra Inc and its Debtor Affiliate* [D.I. 1180] (the "Confirmation Order"), confirming the *Fifth*

¹ The Reorganized Debtor in this Chapter 11 Case, along with the last four digits of the Reorganized Debtor's federal tax identification number is: Prodigy Investments Holdings, Inc. (9565). The location of the Reorganized Debtor's service address is: 3350 Virginia St., 2nd Floor, Miami, FL 33133.

² For the avoidance of doubt, references to the Debtors and the Chapters 11 Cases pertain to the time period before the entry of the *Order (I) Amending Case Caption to Reflect Change of Debtors' Names, (II) Closing Proterra Operating Company, Inc's Chapter 11 Case; and (III) Granting Related Relief* [D.I. 1233] (the "Case Closing Order"), while references to the Reorganized Debtor and the Chapter 11 Case pertain to the period after the Effective Date and entry of the Case Closing Order, as applicable.



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Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate [D.I. 1154] (the “Plan”) and approving all supplements thereto, including the Distribution Trust Agreement (the “DTA”).

3. On March 13, 2024, the Plan went effective (the “Effective Date”) [D.I. 1208], the PTR A Distribution Trust was established, and Steven Balasiano was appointed as the Distribution Trustee of the PTR A Distribution Trust.

4. Pursuant to the Plan, Confirmation Order and DTA, the Distribution Trustee is authorized to object to, compromise, and settle all Disputed Claims (as defined in the Plan), including Claim No. 1117 and the Response, as well as sue and participate, as a party or otherwise, in any judicial administrative, arbitative or other proceeding, as required to reconcile, administer, or defend against the Disputed Claims. *See* Plan, Arts. IV.D.7, IV.8.H.

5. On September 25, 2023, Ron White’s Air Compressor Sales, Inc. (“RWI” or “Claimant”, and together with the Distribution Trustee, the “Parties”) filed proof of claim number 162 (“Claim No. 162”) against Debtor Proterra Inc in the amount of \$1,234,499.34 asserted as a claim entitled to priority under 11 U.S.C. § 507(a)(2).

6. On November 13, 2023, RWI filed amended proof of claim number 1117 (“Claim No. 1117”) against Debtor Proterra Inc in the amount of \$2,125,575.95, inclusive of \$1,539,958.42 asserted as a claim entitled to priority under 11 U.S.C. § 507(a)(2).³

7. On March 12, 2024, RWI filed proof of claim number 1334 (“Claim Number 1334”) against Debtor Proterra Inc in the amount of \$2,800.00 asserted as a claim entitled to priority under 11 U.S.C. § 507(a)(2).

³ Claim No. 162 has been expunged from the claims register as amended and superseded by Claim No. 1117 pursuant to this Court’s *Order Sustaining the Distribution Trustee’s First Omnibus (Non-Substantive) Objection to Certain (I) Amended and Superseded Claims, (II) Duplicate Claims, (III) Late Filed Claims, and (IV) Insufficient Documentation Claims* [D.I. 1436].

8. On September 10, 2024 the Distribution Trustee filed the *Third Omnibus (Substantive) Objection to Certain (I) Misclassified Claims, (II) Overstated and Misclassified Claims, (III) Overstated Claims, and (IV) No Liability Claims* [D.I. 1424] objecting to Claim No. 1117 on the basis that a portion of the asserted administrative expense claim, in the amount of \$1,025,481.20, consisted of cancellation delivery fees for goods that, according to the Books and Records, were never received by the Debtors.

9. On October 16, 2024, RWI filed the *Response Of Ron White's Air Compressor Sales, Inc. to Debtor's Third Omnibus (Substantive) Objection to Certain (I) Misclassified Claims, (II) Overstated and Misclassified Claims, (III) Overstated Claims, and (IV) No Liability Claims* [D.I. 1446] (the "Response").

10. The Distribution Trustee and RWI engaged in arm's-length negotiations regarding Claim No. 1117 and the Response and have agreed that Claim No. 1117 will be allowed as and to the extent set forth herein.

11. The Parties consent to the above relief and have memorialized their agreement in the *Stipulation and Settlement Agreement by and Between the PTR Distribution Trust and Ron White's Air Compressor Sales, Inc. Resolving Claims and the Response to the Distribution Trustee's Third Omnibus Claims Objection [D.I. 1446]* (the "Settlement Agreement").

12. The Distribution Trustee has prepared a proposed order (the "Proposed Order"), attached hereto as **Exhibit A**, approving the Settlement Agreement. A true and correct copy of the Settlement Agreement is attached as **Exhibit 1** to the Proposed Order.

13. Based on the foregoing, the Parties respectfully request that the Court enter the attached Proposed Order approving the Settlement Agreement.

Dated: March 19, 2025

MORRIS JAMES LLP

/s/ Siena B. Cerra

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EXHIBIT A

Proposed Order

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

In re:

Prodigy Investment Holdings, Inc.,¹

Reorganized Debtor.

Chapter 11

Case No. 23-11120 (BLS)

Jointly Administered

Re: D.I. 1424 & 1446

ORDER APPROVING STIPULATION AND SETTLEMENT AGREEMENT

This Court, having considered the *Stipulation and Settlement Agreement by and Between the PTRA Distribution Trust and Ron White's Air Compressor Sales, Inc. Resolving Claims and the Response to the Distribution Trustee's Third Omnibus Claims Objection* [D.I. 1446] (the "Settlement Agreement") between the PTRA Distribution Trust (the "Distribution Trust") and Ron White's Air Compressor Sales, Inc. ("RWI") attached hereto as **Exhibit 1**; the Court having determined that good and adequate cause exists for approval of the Settlement Agreement; and the Court having determined that no further notice of the Settlement Agreement must be given:

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement is approved.
2. The claims agent, Verita Global, LLC (f/k/a Kurtzman Carson Consultants LLC), is authorized and directed to modify the claims register to comport with the relief granted in this Order and as set forth in the Settlement Agreement.
3. The Distribution Trustee shall only be required to serve this Order on: (a) the U.S. Trustee; (b) counsel for RWI, and (c) any party that has requested notice pursuant to Bankruptcy Rule 2002.

¹ The Reorganized Debtor in this Chapter 11 Case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is: Prodigy Investments Holdings, Inc. (9565). The location of the Reorganized Debtor's service address is: 3350 Virginia St., 2nd Floor, Miami, FL 33133.

4. The Bankruptcy Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation, and enforcement of this Settlement Agreement.

EXHIBIT 1

Stipulation

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

In re:

Prodigy Investment Holdings, Inc.,¹

Reorganized Debtor.

Chapter 11

Case No. 23-11120 (BLS)

Jointly Administered

**STIPULATION AND SETTLEMENT AGREEMENT BY AND BETWEEN THE PTR
DISTRIBUTION TRUST AND RON WHITE’S AIR COMPRESSOR SALES, INC.
RESOLVING CLAIMS AND THE RESPONSE TO THE DISTRIBUTION TRUSTEE’S
THIRD OMNIBUS CLAIMS OBJECTION [D.I. 1446]**

This stipulation and settlement agreement (the “Settlement Agreement”) is being entered into by and among Steven Balasiano, in his capacity as the distribution trustee (the “Distribution Trustee”) of the PTR Distribution Trust (the “Distribution Trust”) established in the above-captioned chapter 11 case (the “Chapter 11 Case”) of the reorganized debtor (“Prodigy” or the “Reorganized Debtor”),² and Ron White’s Air Compressor Sales, Inc. (“RWI” or “Claimant”, and together with the Distribution Trustee, the “Parties”), by their undersigned counsel. The Parties hereby stipulate and agree as follows:

RECITALS

WHEREAS, on August 7, 2023, Proterra Inc (“Proterra Inc”) and its affiliate, Proterra Operating Company, Inc. (“Proterra OpCo”) (together with Proterra Inc, the “Debtors”) filed

¹ The Reorganized Debtor (defined herein) in this Chapter 11 Case (defined herein), along with the last four digits of the Reorganized Debtor’s federal tax identification number is: Prodigy Investments Holdings, Inc. (9565). The location of the Reorganized Debtor’s service address is: 3350 Virginia St., 2nd Floor, Miami, FL 33133.

² For the avoidance of doubt, references to the Debtors (defined herein) and the “Chapters 11 Cases” pertain to the time period before the entry of the *Order (I) Amending Case Caption to Reflect Change of Debtors’ Names, (II) Closing Proterra Operating Company, Inc.’s Chapter 11 Case; and (III) Granting Related Relief* [D.I. 1233] (the “Case Closing Order”), while references to the Reorganized Debtor and the Chapter 11 Case pertain to the period after the Effective Date and entry of the Case Closing Order, as applicable.

voluntary petitions for relief in the United States Bankruptcy Court for the District of Delaware (the “Court”), commencing the Chapter 11 Cases;

WHEREAS, on March 6, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Fifth Amended Joint Chapter 11 Plan of Reorganization of Proterra Inc and its Debtor Affiliate* [D.I. 1180] (the “Confirmation Order”), confirming the *Fifth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [D.I. 1154] (the “Plan”) and approving all supplements thereto, including the Distribution Trust Agreement (the “DTA”);

WHEREAS, on March 13, 2024, the Plan went effective (the “Effective Date”) [D.I. 1208], the PTRAs Distribution Trust was established, and Steven Balasiano was appointed as the Distribution Trustee of the PTRAs Distribution Trust;

WHEREAS, pursuant to the Plan, Confirmation Order and DTA, the Distribution Trustee is authorized to object to, compromise, and settle all Disputed Claims (as defined in the Plan), including Claim No. 1117 and the Response, as well as sue and participate, as a party or otherwise, in any judicial administrative, arbitral or other proceeding, as required to reconcile, administer, or defend against the Disputed Claims. *See* Plan, Arts. IV.D.7, IV.8.H.;

WHEREAS, the Distribution Trustee and RWI engaged in arm’s-length negotiations regarding Claim No. 1117 and the Response and have agreed that Claim No. 1117 will be allowed as and to the extent set forth herein;

WHEREAS, on September 25, 2023, RWI filed proof of claim number 162 (“Claim No. 162”) against Debtor Proterra Inc in the amount of \$1,234,499.34 asserted as a claim entitled to priority under 11 U.S.C. § 507(a)(2);

WHEREAS, on November 13, 2023, RWI filed amended proof of claim number 1117 (“Claim No. 1117”) against Debtor Proterra Inc in the amount of \$2,125,575.95, inclusive of \$1,539,958.42 asserted as a claim entitled to priority under 11 U.S.C. § 507(a)(2);³

WHEREAS, on March 12, 2024, RWI filed proof of claim number 1334 (“Claim Number 1334”) against Debtor Proterra Inc in the amount of \$2,800.00 asserted as a claim entitled to priority under 11 U.S.C. § 507(a)(2);

WHEREAS, on September 10, 2024 the Distribution Trustee filed the *Third Omnibus (Substantive) Objection to Certain (I) Misclassified Claims, (II) Overstated and Misclassified Claims, (III) Overstated Claims, and (IV) No Liability Claims* [D.I. 1424] objecting to Claim No. 1117 on the basis that a portion of the asserted administrative expense claim, in the amount of \$1,025,481.20, consisted of cancellation delivery fees for goods that, according to the Books and Records, were never received by the Debtors;

WHEREAS, on October 16, 2024 RWI filed the *Response Of Ron White’s Air Compressor Sales, Inc. to Debtor’s Third Omnibus (Substantive) Objection to Certain (I) Misclassified Claims, (II) Overstated and Misclassified Claims, (III) Overstated Claims, and (IV) No Liability Claims* [D.I. 1446] (the “Response”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, subject to the approval of the Court, the Parties stipulate and agree as follows:

³ Claim No. 162 has been expunged from the claims register as amended and superseded by Claim No. 1117 pursuant to this Court’s *Order Sustaining the Distribution Trustee’s First Omnibus (Non-Substantive) Objection to Certain (I) Amended and Superseded Claims, (II) Duplicate Claims, (III) Late Filed Claims, and (IV) Insufficient Documentation Claims* [D.I. 1436].

1. Effective Date. This Settlement Agreement shall become effective on the Settlement Effective Date. As used herein, the term “Settlement Effective Date” means the first business day upon which this Agreement has been fully executed by the Parties hereto.

2. Allowed Claim. The Parties hereby acknowledge and agree that Claim No. 1117 totals \$1,726,391.53 and is allowed as follows: (i) \$85,292.80 is allowed under 11 U.S.C. § 503(b)(9) as an Administrative Expense Claim (as defined in the Plan), (ii) \$45,000.00 is allowed under 11 U.S.C. § 503(b)(1) as an Administrative Expense Claim, and (iii) \$1,596,098.73 is allowed as a Class 5 General Unsecured Claim (as defined in the Plan) (the “Allowed Claim”). The Allowed Claim shall be treated as an Allowed Administrative Expense Claim to the extent of \$130,292.80 and an Allowed Class 5 General Unsecured Claim to the extent of \$1,596,098.73 for all purposes under the Plan. Any other claims filed by Claimant, including but not limited to, Claim No. 1334, shall be disallowed and expunged, and Claimant shall be prohibited from filing any other claims against the Debtors, their estates, the Reorganized Debtor, the Distribution Trustee or the Distribution Trust of any type or nature. The Distribution Trustee shall be authorized to modify the claims register in the Debtors’ bankruptcy cases to reflect the agreements contained herein.

3. Administrative Expense Claims. The Parties acknowledge and agree that the Distribution Trust shall pay the Administrative Expense portion of the Allowed Claim (\$45,000.00), as well as the remaining portion of Claimant’s Allowed Section 503(b)(9) Claim (\$85,292.80), to Claimant within thirty (30) days of the Settlement Effective Date. The Parties shall cooperate with each other to facilitate payment of the Administrative Expense portion of the Allowed Claim and the remaining portion of Claimant’s Allowed Section 503(b)(9) Claim,

including, without limitation, executing or providing any documents reasonably necessary to effectuate the payment.

4. Representations and Warranties. Each of the undersigned signatories hereby represents and warrants that he has the power and authority to execute and deliver this Settlement Agreement on behalf of his respective client(s). Each of the parties to this Settlement Agreement represents that (i) such party has the power and authority to enter into and perform under this Settlement Agreement; (ii) such party has taken all necessary actions to authorize the execution, delivery and performance of this Settlement Agreement; (iii) this Settlement Agreement has been duly executed and delivered by such party and constitutes the legal, valid, and binding obligations of such party, enforceable against it in accordance with their respective terms; (iv) such party's execution, delivery, and performance of this Settlement Agreement does not and will not conflict with, or constitute a violation or breach of, or constitute a default under, any obligation of such party and will not violate any applicable law, or any order or decree of any court or government instrumentality applicable to such party; and (v) such party has entered into this Settlement Agreement in reliance on its own independent investigation and analysis of the facts underlying the subject matter of this Settlement Agreement, has not relied upon any representations by any other party or any other party's attorneys, managers, agents, employees or representatives other than those that are set forth in this Settlement Agreement, and no representations, warranties, or promises of any kind have been made directly or indirectly to induce it to execute this Settlement Agreement other than those that are set forth expressly in this Settlement Agreement.

5. No Assignment. Claimant hereby represents and warrants that it has no other claims against the Debtors, their estates, the Reorganized Debtor, the Distribution Trustee, and

the Distribution Trust other than Claim No. 1117 and 1334 and that it has not assigned or transferred Claim No. 1117 or Claim No. 1334 to any person or entity.

6. Voluntary Agreement. Each of the Distribution Trustee and the Claimant acknowledges that it has read all of the terms of this Settlement Agreement, has had an opportunity to consult with counsel of its own regarding its terms and enters into this Settlement Agreement voluntarily and without duress.

7. Joint Drafting. This Settlement Agreement shall be deemed to have been jointly drafted by the Distribution Trustee and Claimant, and in construing and interpreting this Settlement Agreement, no provision shall be construed or interpreted for or against any party because such provision or any other provision of the Settlement Agreement was purportedly prepared or requested by such party.

8. Entire Agreement. This Settlement Agreement constitutes the entire agreement between the parties and may only be modified in writing signed by the parties or their duly appointed agents. All prior agreements and understandings between the parties concerning the subject matter hereof are superseded by the terms of this Settlement Agreement.

9. Counterparts. This Settlement Agreement may be executed in one or more counterparts, all of which shall be deemed to be a single original.

10. Jurisdiction. The Bankruptcy Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation, and enforcement of this Settlement Agreement.

STIPULATED and AGREED on this 19th day of March 2025:

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Dated: New York, New York
March 19, 2025

LOWENSTEIN SANDLER LLP

By: /s/ Daniel B. Besikof

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Counsel to the Distribution Trustee

Dated: Birmingham, Alabama
March 19, 2025

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By: /s/ Ryan Thompson

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