

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)

**CERTIFICATION OF COUNSEL REGARDING ORDER APPROVING
STIPULATION AND SETTLEMENT AGREEMENT RESOLVING CLAIM NO. 1325
FILED BY DAIMLER TRUCK NORTH AMERICA LLC**

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”) and its affiliate, Proterra Operating Company, Inc. (“Proterra Operating”) (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. Prior to the Petition Date, the Distribution Trustee and Daimler Truck North America LLC (“Claimant” and, together with the Distribution Trustee, the “Parties,” and each a “Party”) entered into that certain Long Term Agreement, dated January 1, 2021 (as amended on

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.



July 12, 2022 and July 1, 2023, the “Long Term Agreement”), pursuant to which Daimler Truck would issue purchase orders to Debtors for certain parts purchased by the Debtors.

3. On March 5, 2024, Claimant filed proof of claim number 1325 (“Claim No. 1325”) against Debtor Proterra Operating Company, Inc., asserting a general unsecured claim in the amount of \$80,202,976.31.³ As referenced in the addendum attached to Claim No. 1325, Claimant has recouped no less than \$1,230,178.49 on account of prepetition warranty claims against the Debtor, calculated through March 3, 2024, and \$1,247,199.00 for replacement battery parts purchased from Volvo (collectively, the “Recouped Warranty Claims”). Additionally, in the addendum to Claim No. 1325, Claimant expressly reserved its right to set off and/or recoup any amounts it may owe, and would otherwise pay, to the Debtors pursuant to Article IX.G of the Plan (as defined below).

4. By order entered on March 6, 2024 [D.I. 1180], the Bankruptcy Court confirmed the *Fifth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* (the “Plan”) [D.I. 1154] and approved all supplements thereto, including the Distribution Trust Agreement (“DTA”).⁴ The Effective Date of the Plan occurred on March 13, 2024.

³ While Claim No. 1325 asserts a claim in the aggregate amount of \$86,698,394.03, the administrative portion of the claim, consisting of \$6,495,417.12, has been satisfied. *See Notice of Withdrawal of Daimler Truck North America LLC’s Motion for Allowance and Payment of Administrative Expense Claim* [D.I. 1390] (“Withdrawal of Admin Claim”); *The Distribution Trustee’s Notice of Partial Satisfaction of Claim No. 1325 Filed by Daimler Truck North America LLC* [D.I. 1395] (“Notice of Partial Satisfaction”).

Moreover, the addendum attached to the Claim No. 1325 asserts a rejection damages claim that is inconsistent with the ultimate amount set forth in the proof of claim form. Specifically, the addendum lists the rejection damages claim as \$80,203,394.03. However, based on the amounts included in the proof of claim form (and the Notice of Partial Satisfaction), subtracting the administrative portion of the claim (\$6,495,417.12) from the total claim amount (\$86,698,394.03) results in a rejection damages claim of \$80,202,976.91, not \$80,203,394.03. *See also* Notice of Partial Satisfaction, Ex. A (listing the remaining claim amount as \$80,202,976.91).

⁴ Capitalized terms used but not defined in this Settlement Agreement shall have the meanings ascribed to such terms in the Plan.

5. Pursuant to the Plan, as of the Effective Date, the Distribution Trust was established, for among other reasons, to provide for distributions to the Distribution Trust's Beneficiaries. *See* Plan, Art. IV. In order to make the aforementioned distributions, the Plan and the DTA authorize the Distribution Trustee to pursue objections to, and estimation and settlements of, all Disputed Claims, such as Claim No. 1325. *See* Plan, Art. IV.C.7.

6. On February 18, 2025, the Distribution Trustee filed an objection to Claim No. 1325, a portion of which was under seal (the "Claim Objection").⁵

7. In the Claim Objection, the Distribution Trustee alleges that the Debtors' books and records reflect that the Debtors hold an account receivable against Claimant totaling approximately \$2,876,979.30, and reserves the right to pursue payment of any outstanding accounts receivable allegedly owed by Claimant, including the foregoing amount (the "Alleged Receivable").

8. The Distribution Trustee and the Claimant engaged in arm's-length negotiations regarding the Long Term Agreement, Claim No. 1325, the Recouped Warranty Claims, the Alleged Receivable, and the Claim Objection and have agreed that (i) Claim No. 1325 shall be disallowed and expunged in its entirety; and (ii) the Distribution Trustee shall release and waive any claims it may have against the Claimant arising from, related to, or in connection with, among other things, the Long Term Agreement, Claim No. 1325, the Recouped Warranty Claims, the Alleged Receivable, and the Claim Objection, all on the terms set forth herein.

⁵ The Distribution Trustee filed the *Motion of the Distribution Trustee for Entry of an Order Authorizing the Distribution Trustee to Redact Certain Confidential Information in Connection with the Distribution Trustee's Objection to Claim Number 1325 Filed by Daimler Truck North America LLC* [D.I. 1515] contemporaneously with the objection. On March 20, 2025, the Court entered the *Order Authorizing the Distribution Trustee to Redact Certain Confidential Information in Connection with the Distribution Trustee's Objection to Claim Number 1325 filed by Daimler Truck North America LLC* [D.I. 1531].

9. The Parties consent to the above relief and have memorialized their agreement in the *Stipulation and Settlement Agreement Resolving Claim No. 1325 Filed by Daimler Truck North America LLC* (the “Settlement Agreement”).

10. 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.

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

Dated: April 8, 2025

MORRIS JAMES LLP

/s/ Siena B. Cerra

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Counsel to the Distribution Trustee

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: Docket No. ____

ORDER APPROVING STIPULATION AND SETTLEMENT AGREEMENT

This Court, having considered the *Stipulation and Settlement Agreement Resolving Claim No. 1325 Filed by Daimler Truck North America LLC* (the “Settlement Agreement”) between, amongst others, the PTR A Distribution Trust (the “Distribution Trust”) and Daimler Truck North America LLC (“Claimant”) 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 Distribution Trustee and the claims agent, Verita Global, LLC (f/k/a Kurtzman Carson Consultants LLC), are 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) the Claimant, 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 the Settlement Agreement.

EXHIBIT 1

Settlement Agreement

**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 RESOLVING
CLAIM NO. 1325 FILED BY DAIMLER TRUCK NORTH AMERICA LLC**

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 A Distribution Trust (the “Distribution Trust”) established in the above-captioned chapter 11 case (the “Chapter 11 Case”) of the reorganized debtor, and Daimler Truck North America LLC (“Claimant” and, together with the Distribution Trustee, the “Parties,” and each a “Party”), by their undersigned counsel.

Recitals

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

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² For the avoidance of doubt, references to the Debtors and the Chapter 11 Cases pertain to the time before the entry of the Case Closing Order, as referenced herein, 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.

B. Prior to the Petition Date, the Parties entered into that certain Long Term Agreement, dated January 1, 2021 (as amended on July 12, 2022 and July 1, 2023, the “Long Term Agreement”), pursuant to which Daimler Truck would issue purchase orders to Debtors for certain parts purchased by the Debtors.

C. On March 5, 2024, Claimant filed proof of claim number 1325 (“Claim No. 1325”) against Debtor Proterra Operating Company, Inc., asserting a general unsecured claim in the amount of \$80,202,976.31.³ As referenced in the addendum attached to Claim No. 1325, Claimant has recouped no less than \$1,230,178.49 on account of prepetition warranty claims against the Debtor, calculated through March 3, 2024, and \$1,247,199.00 for replacement battery parts purchased from Volvo (collectively, the “Recouped Warranty Claims”). Additionally, in the addendum to Claim No. 1325, Claimant expressly reserved its right to set off and/or recoup any amounts it may owe, and would otherwise pay, to the Debtors pursuant to Article IX.G of the Plan (as defined below).

D. By order entered on March 6, 2024 [D.I. 1180], the Bankruptcy Court confirmed the *Fifth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* (the “Plan”) [D.I. 1154] and approved all supplements thereto, including the

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Moreover, the addendum attached to the Claim No. 1325 asserts a rejection damages claim that is inconsistent with the ultimate amount set forth in the proof of claim form. Specifically, the addendum lists the rejection damages claim as \$80,203,394.03. However, based on the amounts included in the proof of claim form (and the Notice of Partial Satisfaction), subtracting the administrative portion of the claim (\$6,495,417.12) from the total claim amount (\$86,698,394.03) results in a rejection damages claim of \$80,202,976.91, not \$80,203,394.03. See also Notice of Partial Satisfaction, Ex. A (listing the remaining claim amount as \$80,202,976.91).

Distribution Trust Agreement (“DTA”).⁴ The Effective Date of the Plan occurred on March 13, 2024.

E. Pursuant to the Plan, as of the Effective Date, the Distribution Trust was established, for among other reasons, to provide for distributions to the Distribution Trust’s Beneficiaries. *See* Plan, Art. IV. In order to make the aforementioned distributions, the Plan and the DTA authorize the Distribution Trustee to pursue objections to, and estimation and settlements of, all Disputed Claims, such as Claim No. 1325. *See* Plan, Art. IV.C.7.

F. On February 18, 2025, the Distribution Trustee filed an objection to Claim No. 1325, a portion of which was under seal (the “Claim Objection”).⁵

G. In the Claim Objection, the Distribution Trustee alleges that the Debtors’ books and records reflect that the Debtors hold an account receivable against Claimant totaling approximately \$2,876,979.30, and reserves the right to pursue payment of any outstanding accounts receivable allegedly owed by Claimant, including the foregoing amount (the “Alleged Receivable”).

H. The Distribution Trustee and the Claimant engaged in arm’s-length negotiations regarding the Long Term Agreement, Claim No. 1325, the Recouped Warranty Claims, the Alleged Receivable, and the Claim Objection and have agreed that (i) Claim No. 1325 shall be disallowed and expunged in its entirety; and (ii) the Distribution Trustee shall release and waive any claims it may have against the Claimant arising from, related to, or in connection with,

⁴ Capitalized terms used but not defined in this Settlement Agreement shall have the meanings ascribed to such terms in the Plan.

⁵ The Distribution Trustee filed the *Motion of the Distribution Trustee for Entry of an Order Authorizing the Distribution Trustee to Redact Certain Confidential Information in Connection with the Distribution Trustee’s Objection to Claim Number 1325 Filed by Daimler Truck North America LLC* [D.I. 1515] contemporaneously with the objection. On March 20, 2025, the Court entered the *Order Authorizing the Distribution Trustee to Redact Certain Confidential Information in Connection with the Distribution Trustee’s Objection to Claim Number 1325 filed by Daimler Truck North America LLC* [D.I. 1531].

among other things, the Long Term Agreement, Claim No. 1325, the Recouped Warranty Claims, the Alleged Receivable, and the Claim Objection, all on the terms set forth herein.

Agreement

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. Claim No. 1325. Claim No. 1325 is disallowed and expunged in its entirety. Any other claims filed by Claimant, or scheduled on Claimant’s behalf, 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 and the claims agent, Verita Global, LLC (*f/k/a* Kurtzman Carson Consultants LLC), shall be authorized to modify the claims register in the Chapter 11 Cases to reflect the agreements contained herein.

3. Mutual Release of Claims. In consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

(a) The Distribution Trustee’s Release. Upon occurrence of the Settlement Effective Date, the Distribution Trustee, solely in his capacity as Distribution Trustee, and not in any individual or other capacity, and all parties claiming by, through, or under the Distribution Trustee, the Distribution Trust, the Debtors, the Debtors’ estates, all of the Distribution Trustee’s and/or the Debtors’ successors and affiliates, and the agents, employees, representatives, officers, advisory board members, attorneys and other professionals, experts, shareholders,

directors, parents, subsidiaries, affiliates, successors, assigns, trustees and predecessors in interest of each of the foregoing (collectively, the “Trustee Entities”) hereby waive, release, acquit, and forever discharge Claimant and its respective agents, employees, representatives, officers, advisory board members, attorneys and other professionals, experts, shareholders, directors, parents, subsidiaries, affiliates, successors, assigns, trustees, predecessors in interest of each of the foregoing (collectively, the “Claimant Entities”) from any and all claims, counterclaims, rights, demands, obligations, causes of action, actions, costs, damages, losses, liabilities, and attorneys’ fees, arising under any foreign, federal, state, or local statute, regulation, ordinance, or common law, whether asserted or unasserted, known or unknown, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, actually or potentially existing, which the Trustee Entities may have against any or all of the Claimant Entities from the beginning of time through the Settlement Effective Date arising out of or related to the Parties’ business relationship, including, without limitation, pursuant to the terms of the Long Term Agreement and all purchase orders issued thereunder, the Chapter 11 Cases, the Alleged Receivable, the Recouped Warranty Claims, Claim No. 1325 and the Claim Objection; ***provided, however***, that the release set forth in this paragraph shall not apply to the Distribution Trustee’s obligations expressly set forth in this Settlement Agreement.

(b) Claimant’s Release. Upon occurrence of the Settlement Effective Date, the Claimant Entities waive, release, acquit and forever discharge each of

the Trustee Entities from any and all claims, counterclaims, rights, demands, obligations, causes of action, actions, costs, damages, losses, liabilities, and attorneys' fees, arising under any foreign, federal, state, or local statute, regulation, ordinance, or common law, whether asserted or unasserted, known or unknown, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, actually or potentially existing, which the Claimant Entities may have against any or all of the Trustee Entities from the beginning of time through the Settlement Effective Date arising out of or related to the Parties' business relationship, including, without limitation, pursuant to the terms of the Long Term Agreement and all purchase orders issued thereunder, the Chapter 11 Cases, the Alleged Receivable, the Recouped Warranty Claims, Claim No. 1325 and the Claim Objection; *provided, however*, that the release set forth in this paragraph shall not apply to the Claimant's obligations expressly set forth in this Settlement Agreement.

4. Section 1542 Release. With respect to the matters released herein, the Claimant Entities and the Trust Entities expressly waive, to the extent applicable, any and all rights under section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

5. Covenants Not to Sue. The Distribution Trustee, on behalf of the Distribution Trust and the other Trustee Entities, jointly and severally covenant and agree not to (and agree to take all reasonable steps to ensure that the Trust Entities will not) commence or prosecute any action, arbitration, or proceeding against the Claimant Entities arising out of or relating to any of

the matters released herein. Claimant, on behalf of itself and the other Claimant Entities, jointly and severally covenant and agree not to (and agree to take all reasonable steps to ensure that the Claimant Entities will not) commence or prosecute any action, arbitration, or proceeding against the Trustee Entities arising out of or relating to any of the matters released hereby.

6. No Admission of Liability. This Settlement Agreement shall not be construed as an admission by any Party of any liability, fault, or wrongdoing whatsoever, nor shall it be construed as an admission of the validity of any claim or defense asserted by any Party.

7. Representations and Warranties. Each of the undersigned signatories hereby represents and warrants that he or she has the power and authority to execute and deliver this Settlement Agreement on behalf of his or her 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 obligation of such Party, enforceable against it in accordance with its 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.

8. No Assignment. Claimant hereby represents and warrants that it (a) has no other claims against the Debtors, their estates, the Reorganized Debtor, the Distribution Trustee, and the Distribution Trust other than Claim No. 1325, and (b) has not assigned or transferred Claim No 1325 to any other person or entity.

9. Voluntary Agreement. The Parties both acknowledge that they (a) have read all of the terms of this Settlement Agreement, (b) have had an opportunity to consult with counsel of their own regarding the Settlement Agreement terms, and (c) enter into this Settlement Agreement voluntarily and without duress.

10. Joint Drafting. This Settlement Agreement shall be deemed to have been jointly drafted by the Parties, 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.

11. 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.

12. Counterparts. This Settlement Agreement may be executed in one or more counterparts (including via PDFs), all of which shall be deemed to be a single original.

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

Dated: New York, New York
April 8, 2025

LOWENSTEIN SANDLER LLP

By: /s/ Eric S. Chafetz
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Counsel to the Distribution Trustee

Dated: Chicago, Illinois
April 8, 2025

FOLEY & LARDNER LLP

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