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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re	Case No. 23-11120 (BKS)
PROTERRA INC., et al.,	(Jointly administered)
Debtor.	**Hearing Date: Sept. 16, 2026 at 1:00 p.m. ET** **Obj. Deadline: Aug. 21, 2026 at 4:00 p.m. ET**

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MOTION OF SANTA CLARA VALLEY TRANSPORTATION AUTHORITY FOR LEAVE TO AMEND CLAIM NO. 1113

Creditor Santa Clara Valley Transportation Authority ("VTA"), by and through its undersigned counsel, respectfully moves this Court for an order permitting amendment of its previously filed Proof of Claim.[1] In support of this Motion, VTA offers the following Memorandum of Points and Authorities in support of its Motion for Leave to Amend Claim No. 1113 ("Motion"), the Declaration of Naunihal Singh, and the Declaration of Maureen A. Harrington filed concurrently herewith.

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[1] Notice of hearing on the motion has previously been provided. (Docket #1661.)

STATEMENT OF FACTS

1. As of the commencement of this case on August 7, 2023 (the "Petition Date"), the Debtors scheduled the sum of $11,571.26 as an unsecured undisputed, liquidated claim due to VTA. [Docket #338 at p. 257.]

2. VTA entered into two (2) contracts for the purchase of electric buses from Debtor Proterra, Inc. ("Proterra"). Contract No. P16130 was for the purchase of "(1) 5 Forty Foot Low Floor Full Battery Electric Transit Buses and Charging Equipment; (ii) an option to purchase up to 2 automatic conductive en route charges; and (iii) an option to purchase up to 25 additional buses of the same configuration…." (the "Contract No. 1"). Contract No. P16265 was for the purchase of "5 Forty Foot Full Battery Electric Transit Buses, Charging Equipment, Spare Parts, Specialty Tooling, Training Materials, and Training Labor" (the "Contract No. 2"). (Declaration of Naunihal Singh in Support of Santa Clara Valley Transportation Authority's Motion For Leave to Amend Claim No. 1113" filed herewith ("Singh Decl.") at ¶2 and Exhibits 1 and 2 thereto.)

3. The 10 buses Proterra manufactured and sold to VTA were plagued with problems that resulted in them frequently being out of service and requiring excessive repairs and maintenance. VTA records include a report showing "Proterra Part Failure Analysis," which accurately reflects portions of the negative performance of the 10 Proterra buses owned by VTA. (Singh Decl., ¶3 and Exhibit 1 thereto.)

4. Bus #9505 was purchased under Contract No. 2, and beginning in May 2023, was out of service due to ongoing issues, including a failure to hold a charge in the battery. On September 1, 2023, Bus #9505 caught fire while in a VTA maintenance facility (the "Burned Proterra Bus" and the "Bus Fire"). VTA employees pushed the Burned Proterra Bus out of the facility thereby avoiding damage to the structure and other vehicles, but some employees required treatment for smoke inhalation. (Singh Decl., ¶4.)

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5. The Burned Proterra Bus was not the only clear indication of problems with the 10 buses provided under Contract No. 1 and Contract No. 2. A thermal event involving Proterra Bus #9502 was identified on April 2, 2024, as part of the Fire Cause Analysis team's inspection (the "Thermal Event"), which caused melting of the defroster flexible ducting; this event did not result in a fire, but contributed to VTA's conclusion that the Proterra buses are unsafe for their intended use. Investigation, including necessary removal of parts from three (3) separate Proterra buses, revealed that the issues with the defroster unit that was the apparent cause of the Bus Fire were found in two (2) additional buses. (Singh Decl., ¶5.)

6. Following investigation, VTA therefore concluded that the Burned Proterra Bus was not salvageable or repairable for safe operation, including the transport of members of the public and VTA personnel. In fact, the significant risk of personal injury to VTA personnel and/or the public posed by the Proterra buses in light of the performance the Burned Proterra Bus and the Thermal Event, and the investigation that noted similar issues in another Proterra bus, resulted in the entire fleet being removed from service. All 10 Proterra buses are therefore a total loss to VTA. (Singh Decl., ¶¶6 and 7, and Exhibit 2.)

7. There was significant delay in scheduling the examination of the remains of the Burned Proterra Bus due to the number of persons/representatives who were required to attend. In addition to VTA, Proterra and its counsel were included in scheduling, attorneys for the unsecured creditors committee were included (now counsel for the Distribution Trustee), insurance company representatives for multiple interested parties were included, and the persons performing the testing and analysis were included. In order to determine the cause of the Bus Fire, portions of the Burned Proterra Bus were dismantled, carrying the possibility that the testing itself would be destructive. It was critical to include all necessary parties to avoid a

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claim that evidence was destroyed without the opportunity for a potentially liable party to conduct its own review and testing. (Singh Decl., ¶8.)

8. Having arrived at the cause of the Bus Fire resulting in the complete destruction of the Burned Proterra Bus, VTA then needed to examine whether the issue could be reliably, safely, and economically fixed in the remaining buses, so they could be returned to use in the VTA fleet. Several issues were at the forefront for VTA in performing this review (Singh Decl., ¶9):

a. VTA Employee Safety. Given that the Buse Fire on the Burned Proterra Bus was located in extremely close proximity to the driver's seat, and burned with such intensity and speed, this concern also extended to maintenance personnel, since VTA workers already suffered smoke inhalation from the Burned Proterra Bus. (Singh Decl., ¶9(a).)

b. Passenger Safety. Very close behind the concern for the personnel who would be in close proximity to the Proterra buses on a routine basis, was concern for the passengers of the buses, and their ability to safely exit in case of an emergency. The Bus Fire on the Burned Proterra Bus was adjacent to the seating reserved for elderly and disabled riders, those most likely to need more time and assistance to safely exit in the event of an emergency. (Singh Decl., ¶9(b).)

c. Community Protection. VTA operates bus routes through the heart of highly populated communities, including San Jose. A fire of the type which occurred on the Burned Proterra Bus occurring in a densely populated urban area would create tremendous exposure for injuries to persons and property. The risk to the occupants, residences, and buildings also mandated against imposing the risk associated with the Proterra buses for operation by VTA. (Singh Decl., ¶9(c).)

9. Based upon the foregoing information, VTA concluded that there were no adequate safety measures that could be reasonably and economically employed to allow any of the Proterra buses to be returned to use in its fleet without exposing its

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employees, passengers, and the greater public to unacceptable risk. Having pulled all the Proterra buses from operations after the Burned Proterra Bus was destroyed, VTA finally determined in early 2026, that none of the Proterra buses could be returned to service. VTA investigated whether the Proterra buses had any scrap value, and determined they did not. (Singh Decl., ¶10.)

10. The need to remove all Proterra buses from operations to protect the health and safety of its employees and members of the public was the fault of Proterra without any contribution by VTA. VTA therefore seeks to file an amended Proof of Claim calculated as follows: Total contract price for Proterra buses paid under Contract No. 1 (as amended) in the amount of $3,653,934.90; the total contract price for Proterra buses paid under Contract No. 2 in the amount of $4,840,654.08; with the sum scheduled by Debtor Proterra as unsecured and undisputed totaling $11,571.26 [Docket #338 at p. 257]. (Singh Decl., ¶11.) None of this should, or could, come as a surprise.

11. On September 25, 2023, the above-captioned Debtors filed and served a "Notice Of (I) Potential Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases And (II) Proposed Cure Amounts" [Docket #279] (the "Assumption Notice"). ("Declaration of Maureen A. Harrington, etc." filed herewith ("Harrington Decl.") at ¶2.) Both Contract No. 1 and Contract No. 2 between VTA and Debtor Proterra were included in the "Contract Cure Schedule" attached to the Assumption Notice. (*Ibid.*) The "Cure Amount" for Contract No. 2 was scheduled as $11,571.26, and no "Cure Amount" was scheduled for Contract No. 1. (*Ibid.*; Docket #279 at p. 44 of 55, lines 2109 to 2116.)

12. In response, on October 16, 2023, VTA filed its "Objection of Santa Clara Valley Transportation Authority to Notice of (I) Potential Assumption and Assignment of Executory Contracts and Unexpired Leases and (II) Cure Amount" (the "VTA Objection").

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(Harrington Decl., ¶3 and Exhibit 1 thereto [Docket #415].) The VTA Objection attached copies of both Contract No. 1 and Contract No. 2. (*Ibid.*)

13. The VTA Objection stated:

> Prior to the initiation of this case, VTA entered into two contracts with Proterra, Inc. ("Proterra") for the purchase of electric buses and charging equipment. Contract No. P16265 for the purchase of five electric buses was effective on September 20, 2017 ("Contract No. 1"). (Exhibit 1 hereto.) Contract No. P16130 was effective October 18, 2018, for the purchase of five electric buses ("Contract No. 2"). (Exhibit 2 hereto.) Contract No. 1 and Contract No. 2 are referred to together as the "Proterra Contracts"). Ten buses were delivered to VTA by Proterra pursuant to the Proterra Contracts.

(Harrington Decl., Exhibit 1 at ¶1.)

14. The VTA Objection went on to inform Debtor Proterra and creditors receiving notice of the following facts:

> 3. The ten buses delivered by Proterra have been plagued by continuing problems. While VTA had performance issues with many of the buses purchased under the Proterra Contracts, the most alarming incident occurred on September 1, 2023, when a Proterra bus caught fire while in a VTA maintenance facility (the "Bus Fire"). VTA employees pushed the burning bus out of the facility thereby avoiding damage to the structure and other vehicles, but some employees required treatment for smoke inhalation. The bus that burned was purchased under the provisions of Contract No. 2, and is identified as Bus #9505.
>
> 4. VTA is informed and believes and on that basis alleges that Bus #9505 delivered by Proterra is a total loss and the damage suffered by VTA as a result of the Bus Fire is at least $880,786.98.
>
> 5. VTA has been forced to remove all the Proterra buses from service. Investigation of the specific cause of the Bus Fire is ongoing, and therefore VTA is not yet able to ascertain if all the buses provided by Proterra are impacted by the defect which caused the Bus Fire. It is therefore not presently clear if all the Proterra buses are a complete loss.

(Harrington Decl., Exhibit 1 at ¶¶3-5.)

15. Based on the VTA Objection, as of October 16, 2023, all parties in receipt of that document were on notice that VTA's claim could include all of the Proterra buses.

16. The bar date was set for November 11, 2023. (Docket #187.)

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17. VTA timely filed a Proof of Claim in this action on November 11, 2023, for an unsecured claim in the amount of $880,786.98 (the "VTA Claim"), reserving the right to amend the VTA Claim, consistent with the VTA Objection. (Harrington Decl., Exhibit 2.)

18. At this point, the Distribution Trustee has sought and received multiple extensions of time to object to claims (Docket #1406, 1519, 1570, and 1623.)

19. The Distribution Trustee contacted VTA as part of its claims examination process via email on September 2, 2025, with the following inquiry: "We reviewed the claim filed by Santa Clara Valley Transportation Authority and note that Santa Clara asserted that the final amount was still under investigation. Can you please provide the final liquidated amount of the claim and documentation supporting this amount so we can liquidate Santa Clara's claim for distributions?" (Harrington Decl., Exhibit 3.)

20. At the time of that email, VTA was still continuing to investigate whether there was any ability to return Proterra buses to its fleet, or if there was any scrap value. (Singh Decl., ¶¶10-11.)

21. While VTA's investigation continued, the Distribution Trustee filed "The Distribution Trustee's Ninth Omnibus (Substantive) Objection to Certain (I) Misclassified and Overstated Claims, (II) Overstated Claims, and (III) Unliquidated Claims." (Docket #1608.) (Harrington Decl., ¶6.)

22. VTA timely filed a response to the Ninth Omnibus Objection, supported by the Declaration of Naunihal Singh. (Docket #1611.) (Harrington Decl., ¶7.)

23. VTA and the Distribution Trustee thereafter engaged in an informal exchange of information regarding the VTA Claim, and the reason for the conclusion that the Proterra buses were entirely without value, and too dangerous to operate. (Harrington Decl., ¶8.)

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24. VTA seeks to amend the VTA Claim as it has concluded that all of the buses it purchased from Proterra are too dangerous to operate and are a total loss, through no fault of VTA. Simply put, the Proterra buses delivered under Contract No. 1 and Contract No. 2 cannot be safely operated, and Proterra failed to deliver the products contractually promised to VTA.

ARGUMENT

25. At the time the VTA Claim was filed, VTA had not yet completed its investigation of the Bus Fire, which had to be coordinated with Proterra and insurance adjustors for multiple interested entities, since the examination of the Burned Proterra Bus was necessarily destructive. (Singh Decl., ¶¶ 8-9.)

26. Proterra failed to perform its obligations under Contract No. 1 and Contract No. 2. Instead of delivering 10 electric buses suitable and safe for the transport of the public, Proterra provided buses that were repeatedly out of service and culminated in a destructive fire that exposed a VTA facility to great peril and resulted in two (2) employees requiring medical treatment for smoke inhalation. (Singh Decl., ¶ 4.) Additional research revealed that concerning thermal issues in the same part that caused the Bus Fire were present in at least two (2) other Proterra buses. (Singh Decl., ¶ 5.) In light of these issues, and ongoing reports of fires in Proterra buses in other jurisdictions, VTA could not safely use any of the Proterra buses in its fleet.

27. Proterra's breach of Contract No. 1 and Contract No. 2 damaged VTA through repair costs and loss of funds that could otherwise have been used to fund buses that could be safely operated for their intended purpose.

28. Moreover, Proterra owed a duty of care to VTA in the manufacture and maintenance of the buses sold to VTA for use in public transport. Proterra breached that duty of care by providing buses that were unreliable, routinely out of service, and

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which posed an extreme risk to VTA personnel and the public due to the risk of fire. Proterra was damaged as a direct, proximate result of Proterra's negligence.

29. As the Distribution Trustee's own inquiry makes clear, it was aware based upon the VTA Claim (and potentially the VTA Objection to the cure amount which preceded the VTA Claim, that "Santa Clara asserted that the final amount was still under investigation…." (Harrington Decl., Exhibit 3.)

30. Indeed, the VTA Objection attaching Contract No. 1 and Contract No. 2, and advising that all 10 buses could be a total loss for which VTA would seek compensation, meets the standard for an informal proof of claim which must "(1) be in writing; (2) contain a demand by the creditor on the estate; (3) express an intent to hold the debtor liable for the debt; (4) be filed with the bankruptcy court; and (5) be justified in light of the facts and equities of the case." *Agassi v. Planet Hollywood Int'l, Inc.*, 269 B.R. 543, 550 (D. Del. 2001); *Plains Mktg., L.P. v. Bank of Am., N.A.* (*In re Semcrude, L.P.*), 443 B.R. 472, 479 (Bankr. D. Del. 2011).

31. "The Third Circuit has held that amendments to proofs of claim should be freely allowed, but once the deadline to file claims has passed, an amendment to a claim filed post bar-date must be scrutinized to assure that it is not an attempt to file a new claim." *In re FTX Trading*, 669 B.R. 298, 305 (Bankr. D. Del. 2025) (internal quotations omitted). A two-prong test applies: "First, they must determine whether there was a timely assertion of a similar claim or demand evidencing an intention to hold the estate liable. Second, assuming the first prong is satisfied, the court must then determine whether it would be equitable to allow the amendment." *Ibid.* (internal quotations and citations omitted).

32. Here, the first prong, generally referred to as a "relation back" to timely assertion of claims, is easily satisfied. The VTA Claim was based upon the complete destruction of the Burned Proterra Bus, and the VTA Objection and the VTA Claim, made it clear that VTA's investigation of the defects and dangers presented by the

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Proterra buses was ongoing to determine if all the buses were too dangerous for operation. Thus, "the facts and circumstances that form the basis for the claims are essentially unchanged…" and the first prong of the test for allowance of amendment is satisfied. *In re FTX Trading*, 669 B.R. 298, 305 (Bankr. D. Del. 2025).

33. It is clear from the Distribution Trustee's email of September 2, 2025, that he understood that VTA's claim had not been fixed as of the bar date. (Harrington Decl., Exhibit 3.) To satisfy the "relation back" test, if the original claim notice "had the effect of notifying the Debtors of the possibility of the later asserted claims, [that] is sufficient to establish that the claims relate back." *In re FTX Trading,* 669 B.R. 298, 306 (Bankr. D. Del. 2025).

34. The second prong addresses whether it is equitable to allow the claim amendment. *In re FTX Trading,* 669 B.R. 298, 306 (Bankr. D. Del. 2025). The parties here have stipulated to defer objections to the substance of the claim, meaning that the Distribution Trustee may assert objections to the substance of the amended claim and its total amount. (Docket #1660.)

35. The most recent "Post-Confirmation Report" by the Distribution Trustee indicates that allowed unsecured claims total $221,500,000. (Docket #1656.) Given the ongoing claims objection process, the notice provided by the VTA Objection and the VTA Claim, and the Distribution Trustee's reservation of rights to challenge the total amount of the claim, it is equitable to allow VTA to amend the VTA Claim to reflect the outcome of its investigatory process, given the complexity of the safety analysis.

CONCLUSION

36. The Motion should be granted, and VTA allowed to file an amended proof of claim in the amount of $3,653,934.90 under Contract No. 1 and $4,840,654.08 under Contract No. 2, in addition to the sum scheduled by Proterra as unsecured and undisputed totaling $11,571.26 [Docket #338 at p. 257].

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GREENFIELD LLP

Dated: August 7, 2026

By: _____
MAUREEN A. HARRINGTON
Attorneys for Santa Clara Valley Transportation Authority

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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re	Case No. 23-11120 (BKS)
PROTERRA INC., et al.,	(Jointly administered)
Debtor.	**Hearing Date: Sept. 16, 2026 at 1:00 p.m. ET** **Obj. Deadline: Aug. 21, 2026 at 4:00 p.m. ET**

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NOTICE OF MOTION

PLEASE TAKE NOTICE that, pursuant to the "Stipulation and Order Regarding Briefing Schedule for Santa Clara Valley Transportation Authority's Motion for Leave to Amend Claim No. 1113" (Doc. #1660), filed July 28, 2026, and the "Notice of Hearing on Santa Clara Valley Transportation Authority's Motion for Leave to Amend Claim No. 1113" (Doc. #1661) filed on July 28, 2026, on **September 16, 2026, at 10:00 a.m. (EST)**, before the Honorable Brendan L. Shannon in Courtroom 1 of the United States Bankruptcy Court for the District of Delaware located at 824 N. Market Street, 6th Floor, Wilmington, Delaware, Santa Clara Valley Transportation Authority ("VTA"), by and through its undersigned counsel, will and hereby does, move this Court for leave to amend VTA's Claim No. 1113 pursuant to the order ("Motion") and at least the following authorities: *In re FTX Trading*, 669 B.R. 298, 305 (Bankr. D. Del. 2025).

The Motion is supported by this Notice of Motion, the Memorandum of Points and Authorities in support thereof, the Declarations of Maureen A. Harrington and Naunihal Singh, all filed concurrently herewith, and on the papers, pleadings, and records on file herein, together with such arguments and other matters submitted at the time of hearing.

PLEASE TAKE FURTHER NOTICE that any objections or responses to the relief requested in the Motion must be filed on or before **August 21, 2026, at 4:00 p.m. (EST)**.

GREENFIELD LLP

Dated: August 7, 2026

By: _____
MAUREEN A. HARRINGTON
Attorneys for Santa Clara Valley Transportation Authority

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FOR THE DISTRICT OF DELAWARE

In re	Case No. 23-11120 (BKS)
PROTERRA INC., et al.,	(Jointly administered)
Debtor.	**Hearing Date: Sept. 16, 2026 at 1:00 p.m. ET** **Obj. Deadline: Aug. 21, 2026 at 4:00 p.m. ET**
	Ref. Docket No. _____

ORDER GRANTING SANTA CLARA VALLEY TRANSPORTATION AUTHORITY'S MOTION FOR LEAVE TO AMEND CLAIM NO. 1113

Upon the motion of Creditor Santa Clara Valley Transportation Authority ("VTA"), by and through its undersigned counsel, for an order permitting amendment of its previously filed Proof of Claim No. 1113; and the Court having found that good cause exists and that granting of the motion is in the interests of justice, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. VTA is authorized to file an amended proof of claim in the amount of $3,653,934.90 under Contract No. 1 and $4,840,654.08 under Contract No. 2, in addition to the sum scheduled by Proterra as unsecured and undisputed totaling $11,571.26.

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3. This Court retains jurisdiction over all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re	Case No. 23-11120 (BKS)
PROTERRA INC., et al.,	(Jointly administered)
Debtor.	**Hearing Date: Sept. 16, 2026 at 1:00 p.m. ET** **Obj. Deadline: Aug. 21, 2026 at 4:00 p.m. ET**

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CERTIFICATE OF SERVICE

I declare that I am over the age of 18 years and not a party to the within action. I am employed in San Jose, California, County of Santa Clara, and my business address is 55 S. Market Street, Suite 1500, San Jose, California 95113. On August 7, 2026, I served the below documents in the manner set forth:

1. **NOTICE OF MOTION**
2. **MOTION OF SANTA CLARA VALLEY TRANSPORTATION AUTHORITY FOR LEAVE TO AMEND CLAIM NO. 1113**
3. **DECLARATION OF MAUREEN A. HARRINGTON IN SUPPORT OF SANTA CLARA VALLEY TRANSPORTATION AUTHORITY'S MOTION FOR LEAVE TO AMEND CLAIM NO. 1113 WITH EXHIBITS 1-3**
4. **DECLARATION OF NAUNIHAL SINGH IN SUPPORT OF SANTA CLARA VALLEY TRANSPORTATION AUTHORITY'S MOTION FOR LEAVE TO AMEND CLAIM NO. 1113 WITH EXHIBITS 1-2**
5. **ORDER GRANTING SANTA CLARA VALLEY TRANSPORTATION AUTHORITY'S MOTION FOR LEAVE TO AMEND CLAIM NO. 1113**

[XXX] (**BY CM/ECF**): I caused the above document(s) to be delivered to the below recipient(s) through the Court's CM/ECF electronic noticing system:

Office of the Clerk of the United States Bankruptcy Court for the District of Delaware
824 North Market Street, 3rd Floor
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[XXX] **(BY EMAIL)**: I caused the above documents to be delivered by email to the below email address(es):

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Executed on August 7, 2026, at Oak Park, California. I certify under penalty of perjury that the foregoing is true and correct.

/s/ Cherie L. Karwoski
CHERIE L. KARWOSKI

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