Docket #0038 Date Filed: 6/19/2025

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
NU RIDE INC., *et al.*,[1]	Case Nos. 23-10831 (MFW), *et seq.*
Reorganized Debtors.	(Jointly Administered)
COHEN RECYCLING, INC.,	
Plaintiff,	
vs.	Adv. Proc. No. 24-50127 (MFW)
NU RIDE INC.,	
Defendant.	

NU RIDE INC.'S EMERGENCY MOTION FOR CONTEMPT AND MODIFICATION OF CONSENT ORDER

[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: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

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Reorganized Debtors and Counterclaim Plaintiff Nu Ride Inc. f/k/a Lordstown Motors Corp. ("Nu Ride") hereby seek an order: (1) finding Counterclaim Defendant Cohen Recycling Inc. ("CRI") in contempt of this Court's Order dated March 3, 2025 (Ex. 1, (D.I. 36, the "Settlement Order") and (2) modifying the Settlement Order to require CRI to reclaim certain vehicles that it sold to third parties.

PRELIMINARY STATEMENT

1. Nu Ride is once again forced to seek relief from this Court to protect the public from CRI. This Court has entered several orders restricting the sale of Endurance trucks to prevent them from being operated on public roads. Most recently, on March 3, 2025, the Court entered an Order adopting a Settlement Agreement between the parties that required CRI to refrain from operating or transferring 26 Endurance trucks in its possession. Throughout the litigation leading up to the Settlement Agreement and Settlement Order, CRI repeatedly represented that of the 31 vehicles purchased from the Debtor, CRI had only sold two vehicles prior to September 2024 and had disassembled three others. Each of the two sold and three allegedly disassembled vehicles was identified by Vehicle Identification Number ("VIN") in the Settlement Agreement. CRI is also required to maintain the 26 unsold vehicles in a secure facility under the Settlement Agreement and Settlement Order. CRI is permitted to dismantle and sell for parts the remaining vehicles in its possession.

2. Within months of entering into the Settlement Agreement and having it entered as an Order of the Court, several Endurance vehicles appeared for sale on the secondary market in the hands of third parties. This included two listings for vehicles bearing the Vehicle Identification Number (VIN) 7NYLEWFA4PM001030 (the "-1030 Endurance"). The -1030 Endurance was among the 26 Endurance trucks that were obligated to remain at a secure site controlled by CRI and only sold for parts after being disassembled. The person listing the Endurance Truck, Mr.

Rick Ford of Ford Family Auto Collection, has confirmed to a Nu Ride representative that he purchased that Endurance truck, plus three other fully assembled vehicles from CRI, two of which bear the VINs 7NYLEWFA7PM001042 (the "-1042 Endurance") and 7NYLEWFA4PM001040 (the "-1040 Endurance") (and, together with the -1030 Endurance, the "Diverted Vehicles"). According to CRI's express representations to the Court, as reflected in the Settlement Order, the -1042 Endurance and -1040 Endurance were supposedly disassembled by CRI. Instead they were sold to Ford as fully assembled trucks. All of the Diverted Vehicles are operational and in the possession of Mr. Ford. (Altman Dec. at ¶ 12.)

3. During the litigation and settlement negotiations, CRI represented that only two vehicles were sold to Ford and identified those two vehicles by VIN. During the litigation and in response to specific document requests demanding bills of sale for any previously sold vehicles, CRI produce only two bills of sale. Following the discovery of the current marketing of an Endurance truck by Ford, a Nu Ride representative engaged Rick Ford in a conversation and learned from Ford that he had instead purchased four vehicles. Ford supplied to Nu Ride the four bills of sale.[2] One of those bills of sale was for a vehicle identified during the litigation, confirmed in the Settlement Agreement, and corroborated with a bill of sale bearing a sale date of April 10, 2024. The recently identified bills of sale cover three different vehicles[3] and document a purported sale date of May 22, 2024 and April 10, 2024. These latter bills of sale were never produced during discovery or identified in the Settlement Agreement and are inconsistent with CRI's representations in other pleadings filed with this Court. As a result, Nu Ride believes that the sales date on the bills of sale may be fictitious.

[2] Mr. Ford initially provided Altman with the bills of sale for three vehicles. On June 18, 2025, Mr. Ford provided the bill of sale for the fourth vehicle.

[3] Two of the bills of sale supplied by Ford on June 12, 2025 are for the same VIN (-1030), but bear different sale dates.

4. CRI appears to have violated the express terms of this Court's Order and defrauded both Nu Ride and this Court. This is precisely the sort of conduct that merits sanctions for civil contempt. CRI was obligated to maintain the -1030 Endurance at a secure facility, but instead sold it to Ford Family Auto Collection. It represented that the -1040 Endurance and -1042 Endurance were decommissioned, but instead sold them to Ford Family Auto Collection as fully assembled vehicles. This is sanctionable even if CRI sold the vehicles prior to the entry of the Court's March 3, 2025 Order. The Order expressly requires the -1030 Endurance to be maintained at a secure CRI facility. CRI sold the -1030 Endurance and possessed the bills of sale and title documents. It knew or should have known whether it was able to comply with the Court's Order. It even represented that it fully investigated the matter and freely accepted the terms of the Settlement Agreement. Likewise, CRI represented that the -1040 Endurance and -1042 Endurance were disassembled. CRI was immediately in contempt when it made that fraudulent representation if the dates of sale were in fact April 10, 2024 and May 22, 2024. The only other credible explanation is that the bills of sale are of a post-Order origin but backdated before the start of the litigation.

5. It appears from the record that CRI either has no intent of abiding by the terms of the Settlement Agreement and related Court order, or is so negligent in its representations to the Court and opposing party that nothing it puts forth can be relied upon. As a result, Nu Ride petitions this Court to exercise its inherent authority under Bankruptcy Rule 9024 and Fed. R. Civ. P. 60(b) and modify its prior Order requiring CRI to recover from Ford the Diverted Vehicles and thereby ensure that Nu Ride receives the benefit of its negotiated for bargain.

6. For the following reasons, the Court should enter an order: (1) finding CRI in contempt of the March 3, 2025 Order; (2) modifying the March 3, 2025 Order to direct CRI to

recover possession of the Diverted Vehicles; and (3) awarding other relief, including sanctions as appropriate.

FACTUAL BACKGROUND

I. Nu Ride Seeks to Decommission 31 Endurance Trucks.

7. On June 27, 2023, the above captioned debtors and debtors-in-possession ("Nu Ride") each filed a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware.

8. During the Chapter 11 Cases, on November 22, 2023, the Debtors filed a motion requesting authorization from the Court to repurchase Endurance Vehicles previously sold (the "Decommission Motion."). On December 7, 2023, the Court granted Nu Ride's motion to reclaim their Endurance vehicles and instructed that the vehicles be decommissioned. (Case No. 23-10831, D.I. 731 (the "Decommission Order").) The Decommission Order specifically required that "the vehicles will be decommissioned and not resold to any third-party that intends to use the vehicle for an on-road purpose."

9. On January 26, 2024, Nu Ride sold the 31 Endurance vehicles to a licensed automotive dismantler, *i.e.*, CRI. To ensure that the Vehicles would be decommissioned as contemplated under and consistent with the Court's Order, Nu Ride sold the vehicles to CRI for $12,400 or $400 scrap value per vehicle. Nu Ride informed CRI that the Vehicles "no longer ha[d] service, warranty, or liability insurance so they need[ed] to be scrapped." (Ex. 2, (PL_001-6) at 3.) Moreover, the instruments accomplishing the sale – i.e., Motor Vehicle Administration of Maryland VR-454 Forms stated that CRI was only obtaining the Vehicles "for purposes of dismantling, destroying, or scrapping . . ." and that the vehicles "may not be retitled or assigned using this document; it may only be dismantled, destroyed, or scrapped." (Ex. 3, (D.I. 5) Counterclaims at ¶ 24.)

II. CRI Improperly Sells Endurance Trucks.

10. Shortly after receiving the vehicles, CRI engaged in efforts to market and sell the Vehicles for on-road purposes. On February 9, 2024, CRI's owner, Andrew Cohen ("Cohen"), published a YouTube video marketing the Vehicles, driving them on a public road, and proposing a method by which buyers could circumvent the limitations of his license. (Ex. 3, (D.I. 5) Counterclaims at ¶¶ 32-40.) Subsequently, the Vehicles were listed for sale on several websites. Nu Ride reached out to CRI and asked it to confirm what had happened to the Vehicles. Cohen admitted he was "market[ing] them as a cool hot rod project". (Ex. 3, (D.I. 5) Counterclaims at ¶ 37).) He further acknowledged that he had sold certain of the Vehicles but refused to provide the identity of the buyer. (Ex. 3, (D.I. 5) Counterclaims at ¶ 39.)

11. This conduct was contrary to the agreement between Nu Ride and CRI and violated the Court's Decommission Order. Accordingly, on June 5, 2024, Nu Ride sent CRI a letter demanding that CRI cease and desist all sales of the Vehicles. (Ex. 3, (D.I. 5) Counterclaims at ¶ 42.) Over several months, CRI and Nu Ride engaged in negotiations regarding the Vehicles.

III. The Parties Engage in Litigation.

12. On September 5, 2024, CRI filed a Complaint for Declaratory Relief against Nu Ride. (Ex. 4, (D.I. 1, the "Complaint").) The Complaint contained numerous verifiably false statements. CRI's representations to the Court were even disproven by videos published by CRI's owner, Mr. Cohen. (Ex. 3, (D.I. 5) Counterclaims at ¶¶ 32-40.) Subsequently, on September 26, 2024, CRI filed an Amended Complaint walking back its false assertions. (Ex. 5, (D.I. 3, the "Amended Complaint").) The pleadings also reflected CRI's attempts to conceal the specifics of his sales. In its initial Complaint, CRI represented that it had "already sold four (4) of the Vehicles – two that appeared capable of being started, and two that were not." (Ex. 4, (D.I. 1) at ¶ 28.) By contrast, in its Amended Complaint, CRI stated that it "already sold (2) of the Vehicles to a third party,"

refused to identify the buyer and further stated that, "Among the remaining Vehicles, two have been disassembled and one is in the process of disassembly." (Ex. 5, (D.I. 3) at ¶¶ 31, 35.)

13. On October 9, 2024, Nu Ride filed its Answer and Counterclaims seeking a judgment obligating CRI to dismantle, destroy, or scrap the Endurance Trucks and asserting affirmative claims for, among other things, breach of contract. Over several months, Nu Ride and CRI engaged in discovery and continued negotiations regarding the Vehicles. During discovery, Cohen submitted a sworn declaration stating that CRI sold two of the Vehicles to Ford Automotive on April 10, 2024. (Ex. 6, (Case No. 23-10831 at D.I. 1345 (the "Cohen Declaration")) at ¶ 13.) He swore that "CRI had already sold two (2) of the Vehicles via an individual named Michael Ahn. Mr. Ahn marketed the Vehicles and found a buyer: Ford Automotive." (*Id.*) CRI also attached as exhibits to the declaration the bills of sale for the two Vehicles. One Bill of Sale states that CRI sold an Endurance Truck to "Ford Automotive 2931 Ridge Road 101 – 197, Rockwall, TX 75032" for "$24,000" on April 10, 2024. (*Id*. at 7.) It also states that the vehicle had 931 miles on its odometer and that the vehicle bore the VIN 7NYLEWFA3PM001035 (the "-1035 Endurance"). (*Id.*) The other Bill of Sale also reflects a sale on April 10, 2024 between the same parties, and for the same price. (*Id.* at 8.) The only difference is that the VIN was 7NYLEWFA0PM001056 (the "-1056 Endurance"). (*Id.*) No other bills of sale were produced.

14. All of this information was subsequently confirmed in depositions where Cohen testified that "CRI determined that [only] two [vehicles] had been sold, three had been disassembled, or in the process of being disassembled so that 26 remain in CRI's possession" and agreed that remained the case as of December 16, 2024. (Ex. 7, (Cohen Tr.) at 19:4-17.) Cohen further testified that he sold two Endurance Trucks to "Ford Automative" as reflected in two bills

of sale. (Ex. 7, (Cohen Tr.) at 126:1-23.) He further testified that he had not "disassembled" the vehicles before they were transferred to Ford Automotive. (Ex. 7, (Cohen Tr.) at 128:3-5.)

IV. The Parties Enter a Settlement.

15. Relying on Cohen and CRI's sworn statements regarding the Vehicles sold and the Vehicles remaining in CRI's possession (the "Remaining Vehicles"), CRI and Nu Ride entered into a Stipulation and Settlement Agreement dated February 11, 2025 (Ex. 8, the "Settlement Agreement"). In the Settlement Agreement, CRI again represented that it sold two Vehicles to Ford Automotive in April and that it had previously disassembled three of the Vehicles. The Settlement Agreement restricted CRI's operation, marketing, sale, and transfer of the "Remaining Vehicles" – the 26 Vehicles that it did not specifically identify as decommissioned or sold. Core terms of the Settlement Agreement include ¶ 4:

> CRI will refrain from operating, marketing, selling, or otherwise transferring any of the twenty-six (26) Vehicles remaining in CRI's possession (the "Remaining Vehicles") in their fully assembled or substantially fully assembled condition. CRI shall not allow any other party to operate, market, sell, or otherwise transfer any of the Remaining Vehicles in their fully assembled or substantially fully assembled condition while in CRI's custody, possession, or control. For the avoidance of doubt, it will be a violation of this Agreement by CRI if any Vehicle is sold or otherwise transferred in a fully assembled or substantially fully assembled, even if CRI expressly conditions the sale or transfer on the recipient of such sale or transfer agreeing to accept such sale or transfer with a "parts only" limitation.

And ¶ 6:

> CRI shall maintain the Remaining Vehicles at a secured facility controlled by CRI or its owners, or affiliates at all times until such Vehicles and/or their parts are, respectively, dismantled or sold, recycled, or otherwise disposed of.

16. Paragraph 5 of the Settlement Agreement contains additional restrictions that apply to 29 of the 31 Endurance Trucks that CRI acquired (all but the two vehicles previously sold to Ford). It states that "CRI is **not** permitted to sell or otherwise transfer any Vehicle or any part of any Vehicle in such a way that allows CRI, the transferee, or any other party to use the fully

assembled or substantially fully assembled chassis, battery, and drivetrain of a Vehicle together with the body of a different vehicle." This restriction applies to "Vehicles" broadly rather than just "Remaining Vehicles." (Ex. 8, (Settlement Agreement) at Recitals (defining "Vehicles as "the Debtors repurchased 31 Endurance Truck vehicles (the "Vehicles") in December 2023.").) Two such Vehicles are the -1040 Endurance and the -1042 Endurance referenced in Paragraph 13 of the Settlement Agreement. (Ex. 8, (Settlement Agreement) at ¶ 13.)

17. The Settlement Agreement includes a provision stating that in the event of a breach, "the breaching Party will be responsible for all costs, fees and expenses incurred by the non-breaching Party in any action seeking enforcement." (Ex. 8, (Settlement Agreement) at ¶ 10.)

18. On March 3, 2025, the Court issued an order granting Nu Ride's motion for approval of the Settlement Agreement (the "Settlement Order") and approving the Settlement Agreement in its entirety. (*See* Ex. 1, (Settlement Order) at ¶ 2.)

V. Nu Ride Discovers That CRI Violated the Settlement Agreement and Court Order.

19. In May 2025, Nu Ride became aware that a fully operational Endurance truck was again being offered for sale on the web site – allcollectorscars.com. On June 12, 2025, a Nu Ride representative, Matthew Altman, spoke with Rick Ford of Ford Automotive by telephone. Mr. Ford informed Mr. Altman that he had four Endurance vehicles from CRI in his possession. (Altman Dec. at ¶ 6.) Mr. Ford provided Mr. Altman with four Bills of Sale purporting to show transfers of Endurance Vehicles from CRI to the Ford Family Auto Collection. (Altman Dec., Ex. B.) The four bills of sale contain two different sales dates – April 10, 2024 and May 22, 2024. The VINs reflected on three bills of sale are different from the VINs in the bills of sale produced during discovery and previously represented as the only two to exist. None of the four bills of sale provided on June 12, 2025 by Ford to Nu Ride were produced or disclosed by CRI during discovery or settlement negotiations.

20. On June 18, 2025, Mr. Altman again spoke with Mr. Ford, who confirmed that he had purchased four vehicles from CRI and that all four vehicles were operational. (Altman Dec. at ¶ 11). Mr. Ford provided Mr. Altman with the bill of sale for the fourth vehicle, the -1040 Endurance. (Altman Ex. E.) Based on the listings and bills of sale provided by Mr. Ford, it is possible that more than four vehicles were improperly sold by CRI. For instance, while it has been established that CRI sold Ford Vehicles with VINs ending in -1040, -1042, -1030, and -1056, Ford's sale listing shows that he may possess a fifth vehicle. The listed vehicle has an image of the VIN and shows it ending in -1035.

21. The bills of sale produced by Ford flatly contradict representations by Cohen and CRI throughout the litigation and prove CRI violated the Settlement Agreement.

22. *First*, the -1030 Endurance was included among the "Remaining Vehicles" under the Settlement Agreement. This meant that it was not disclosed as one of the vehicles sold to Ford Automotive or in the process of being disassembled. However, two Bills of Sale provided by Ford contradict CRI's representation. One Bill of Sale purports to show that the -1030 Endurance was sold to Ford Family Auto Collection on April 10, 2024 for $24,000. (Altman Dec., Ex. B at 1.) The second purports to show that VIN -1030 was sold to Ford Family Auto Collection on May 22, 2024 for $20,000. (Altman Dec., Ex. B at 2.) The sale of the -1030 Endurance to Ford violated ¶ 6 of the Settlement Agreement, which required CRI to maintain the vehicle at a "secured facility controlled by CRI. . . at all times" until VIN -1030 was disassembled or sold for parts. As of the date of this filing, the -1030 Endurance is listed for sale on both the Ford Family Auto Collection's website and allcollectorcars.com. (Altman Dec. Exs. A and D.)

23. *Second*, the -1040 Endurance and -1042 Endurance were expressly referenced in the Settlement Agreement. CRI represented that they had been disassembled. (Ex. 8 (Settlement

Agreement at Recitals).) However, the bills of sale produced by Ford show that neither vehicle was disassembled. The Bill of Sale produced by Ford for the -1040 endurance purports to reflect that it had been sold to Ford on April 10, 2024. (Altman Dec. Ex. E.) The Bill of Sale for the -1042 Endurance purports to reflect that it had been sold to Ford on May 22, 2024. (Altman Dec. Ex. B at 3.) Mr. Ford told Mr. Altman that all four vehicles were in his possession and operational. (Altman Dec. at ¶ 12.) This expressly violated CRI's representation and warranty underlying the Settlement Agreement and Court Order and violated CRI's obligation not to sell any Vehicle in a manner that could be repurposed with the body of another vehicle. (Ex. 8 (Settlement Agreement) at ¶ 5.)

24. *Third*, in a sworn declaration, CRI represented that the -1056 Endurance had been sold to "Ford Automotive" pursuant to a bill of sale dated April 10, 2024. (Ex. 8 (Settlement Agreement at Recitals).) Cohen also submitted a sworn declaration stating that he had sold the -1056 Endurance to "Ford Automotive" on April 10, 2024 and attached a copy of that Bill of Sale to his declaration. (Ex. 6, (Cohen Declaration) at ¶ 13 and p. 7.) On June 12, 2025, Ford provided Nu Ride an entirely distinct copy of the Bill of Sale for the -1056 Endurance. (Altman Dec., Ex. B at 4.) This new bill of sale reflected that the buyer was a different entity named "Ford Family Auto Collection". (*Id.*)

25. Later in the day on June 12, 2025, after obtaining the bills of sale from Ford, counsel for Nu Ride conferred with counsel for CRI to raise CRI's breaches of the Settlement Order and request their immediate cure. (Ex. 9, (Email from A. Kasnetz to A. Hiller, June 12, 2025); *see also* Ex. 10, (Email from J. Stoll to A. Hiller, June 13, 2025).) On June 16, 2025, CRI's counsel responded. (Ex. 11, (Email from A. Hiller to J. Stoll, June 16, 2025).) CRI did not agree to repurchase the Diverted Vehicles from Ford or to comply with its obligations under the Settlement

Order. Instead, it took the position that it had only sold two vehicles to Ford because Ford rejected two of the vehicles that CRI attempted to deliver. Under CRI's explanation, the Bills of Sale that it produced in this litigation – for the -1056 Endurance and -1035 Endurance – were incorrect because those cars were never transferred to Ford. By contrast, it concedes that the Bills of Sale produced by Ford for the -1030 Endurance and -1042 Endurance were legitimate and reflected the vehicles CRI did transfer to Ford. Ford had yet to provide the bill of sale for the -1040 Endurance at the time of CRI's explanation.

26. CRI's explanation cannot be taken at face value on this record. *First*, Ford produced five bills of sale (related to four VINs) and told Nu Ride that Ford had purchased four cars from CRI. *Second*, CRI's new explanation directly contradicts Cohen's sworn testimony. Cohen testified that he delivered two operational vehicles to Ford. (Ex. 7, (Cohen Tr.) at 127:20-128:17.) Cohen was directly asked about how many vehicles he delivered to Ford and what condition they were in. (*Id.*) He had every chance to present his current self-serving narrative and failed to do so. *Third*, CRI's new explanation does nothing to explain his litigation conduct. If CRI had truly sold the -1030 Endurance and the -1042 Endurance vehicles, along with the earlier identified ones, those Vehicles would have been carved out from the reach of the order. Instead, if the bills of sale truly represent a May 22, 2024 transaction those Bills of Sale were withheld during the litigation. Given that any sales that occurred before Nu Ride gained knowledge and the litigation began would have been removed from the reach of the Settlement Agreement and Order, the most natural inference is that the newly produced bills of sale are backdated in a conscious decision by CRI to circumvent the Settlement Agreement and Settlement Order.

27. Nor can CRI escape the consequences of his misconduct by blaming Michael Ahn. While CRI stated that Mr. Ahn negotiated the sales, Mr. Cohen was ultimately the party that signed the withheld Bills of Sale.

28. There can be no dispute that CRI made false representations (and continues to do so). But, even assuming CRI's new explanation is true—that it only sold the -1030 Endurance and -1042 Endurance to Ford—it would still be in violation of the Settlement Order. The Settlement Order does not permit CRI to sell the -1030 Endurance, the -1040 Endurance, or the -1042 Endurance to Ford. (Ex. 8, (Settlement Agreement) at ¶¶ 5,6.) It expressly states that such vehicles were not sold and were either disassembled or retained. (Ex. 8, (Settlement Agreement) at ¶ 13.) Thus, CRI's "defense" is an admission of liability. Moreover, CRI has produced no evidence that the two vehicles originally identified as sold, but now allegedly returned because they were not functional, have in fact been returned.

29. On June 16, 2025, Nu Ride responded, raised the inconsistencies in CRI's explanation, and demanded that CRI correct its breaches of the Settlement Agreement or that it would initiate a Motion for Contempt and to Modify the Settlement Order. (Ex. 12, (Email from J. Stoll to A. Hiller, June 16, 2025).) Subsequently, on June 17, 2025, CRI advised that it needed more time to run down the factual record and did not believe that the potential sale of the Diverted Vehicles by Ford gave rise to exigent circumstances. (Ex. 13, (Email from A. Hiller to J. Stoll, June 17, 2025).) CRI also advised that they had been in touch with a representative from Ford who advised that "The only resolution we will accept is that [Nu Ride] or [CRI] can buy [the Diverted Vehicles] back from [Ford]." (Ex. 14 (Email from A. Hiller to J. Stoll, June 17, 2025).) CRI represented that they thought Ford was not selling the Diverted Trucks to the public. (*Id*.)

However, the public listing on https://www.fordfamilyautocollection.com/vehicles/158/2023-lordstown-endurance remains available as of the time of this filing.

LEGAL STANDARD

30. Courts have authority under Federal Rule of Civil Procedure 60(b) to modify a final judgment for reasons including "newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b)", "fraud. . . misrepresentation, or misconduct by the opposing party", and "any other reason that justifies relief." Bankruptcy Rule 9024 incorporates Fed. R. Civ. P. 60(b) in bankruptcy cases. *See* In re NLG, LLC, No. 21-11269 (JKS), 2023 WL 3243226 at *3 (Bankr. D. Del. May 3, 2023). Under Rule 60(b)(3), a court may reopen a settlement agreement on the grounds of material fraud. *See* Bellardine v. Ross, No. CV 17-2264, 2018 WL 3642223 at *4 (E.D. Pa. Aug. 1, 2018).

ARGUMENT

I. CRI is Liable For Civil Contempt For Failing To Comply With The Settlement Order.

31. Bankruptcy courts "may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code, including finding parties in civil contempt. 11 U.S.C. §105(a); *see e.g.* In re Byju's Alpha, Inc., No. 24-10140 (JTD), 2025 WL 947725, at *7 (D. Del. Mar. 28, 2025); In re Cont'l Airlines, Inc., 236 B.R. 318 (Bankr. D. Del. 1999), aff'd sub nom. In re Cont'l Airlines, No. 90-932, 2000 WL 1425751 (D. Del. Sept. 12, 2000), aff'd sub nom. In re Cont'l Airlines, Inc., 279 F.3d 226 (3d Cir. 2002). A party is liable for civil contempt where clear and convincing evidence establishes "(1) that a valid order of the court existed; (2) that the defendants had knowledge of the order; and (3) that the defendants disobeyed the order." Roe v. Operation Rescue, 54 F.3d 133, 137 (3d Cir. 1995). "The fact that prohibited acts may have been done inadvertently or in good faith does not, in and of itself, preclude a finding

of contempt." Thompson v. Johnson, 410 F. Supp. 633, 640 (E.D. Pa. 1976), aff'd, 556 F.2d 568 (3d Cir. 1977).

32. Each of the factors mandating a finding of civil contempt are present here. *First*, there is no dispute that the Settlement Order is a valid order. It was entered by this Court, concerns subject matter within the jurisdiction of the Court, and any attempt to appeal the Order has long since expired.

33. *Second*, CRI had notice of the Settlement Order. CRI entered into the Settlement Agreement upon which the Order is based. His counsel implored this Court to enter the Order as it resulted in the termination of the litigation.

34. *Third*, CRI violated the express terms of the Settlement Order by failing to maintain the -1030 Endurance at a secure facility. This Court's Order states that the "Settlement Agreement attached as Exhibit B to the Motion is approved in its entirety." (Ex. 1, (Settlement Order) at ¶ 2.) The attached Settlement Agreement, which is incorporated into this Court's Order states that all "Remaining Vehicles" in the Settlement Agreement must be maintained "at a secured facility controlled by CRI or its owners, or affiliates at all times until such Vehicles and/or their parts are, respectively, dismantled or sold, recycled, or otherwise disposed of." (Ex. 8, (Settlement Agreement) at ¶ 6.) "Remaining Vehicles" are defined as the twenty-six (26) vehicles remaining in CRI's possession . . . in their fully assembled or substantially fully assembled condition." (*Id.* ¶ 4.) Under the Settlement Agreement, the only Vehicles that are not "Remaining Vehicles" are the disassembled vehicles (containing the VINs 7NYLEWFAXPM001040, 7NYLEWFA7PM001042, and 7NYLEWFAXPM001002) and the two sold vehicles that CRI disclosed (*i.e.*, the -1056 Endurance and the -1035 Endurance). (*Id.* at ¶ 13.)

35. The -1030 Endurance was not identified as being sold or decommissioned in the Settlement Agreement and was therefore a "Remaining Vehicle." (*Id.*) CRI therefore had a duty to maintain that Vehicle at a secured CRI facility until the Vehicle was scrapped. Instead, the -1030 Endurance was sold by CRI to Ford. (*See* Altman Dec., Ex. B at 1-2.) As a consequence of this violation, the -1030 Endurance is even at this moment listed for sale to the public. (Altman Decl. at ¶ 3.) Moreover, the vehicle Mr. Ford provided Nu Ride with two bills of sale for Vehicle 1030, one purporting to state that the Vehicle was sold to Ford Family Auto Collection on April 10, 2024, and one stating that the Vehicle was sold on May 22, 2024. (Altman Dec. at Ex. B.) Whether the vehicle was sold on either of these dates or after the Settlement Order and back-dated, it is indisputable that the Vehicle is in the possession of Ford Family Auto Collection and is not being maintained at a "secured facility controlled by CRI or its owners, or affiliates[.]" The -1030 Endurance is currently listed for sale on the Ford Family Auto Collection's website. (Altman Dec. at ¶ 3.)

36. Similarly, CRI misrepresented that it had disassembled the -1040 Endurance and -1042 Endurance and instead sold them to Ford as fully assembled vehicles. While Cohen lied about the how many vehicles CRI delivered to Ford, he admitted that the vehicles CRI delivered were not disassembled. (Ex. 7, (Cohen Tr.) at 127:20-128:17.) The Settlement Agreement states that the -1040 Endurance and -1042 Endurance were disassembled. (Ex. 8, (Settlement Agreement) at ¶ 13.) CRI was also "**not** permitted to sell or otherwise transfer any Vehicle or any part of any Vehicle in such a way that allows CRI, the transferee, or any other party to use the fully assembled or substantially fully assembled chassis, battery, and drivetrain of a Vehicle together with the body of a different vehicle." (Ex. 8, (Settlement Agreement) at ¶ 5.) Contrary to both those provisions, CRI did not disassemble the -1040 Endurance or -1042 Endurance and instead

sold the vehicles to Ford Automotive in a manner where they are fully operational and can still be repurposed. (*See* Altman Decl. ¶ 6 and Ex. B at 3.)

37. CRI's flagrant violation of the Settlement Order merits a significant sanction. Bankruptcy courts have "wide discretion in imposing sanctions for civil contempt[.]" In re Byju's Alpha, Inc., No. 24-10140 (JTD), 2025 WL 947725, at *10 (D. Del. Mar. 28, 2025). Sanctions imposed for contempt may serve "either or both of two purposes: to coerce the defendant into compliance with the court's order, and to compensate the complainant for losses sustained." Thompson v. Johnson, 410 F. Supp. 633, 642 (E.D. Pa. 1976), aff'd, 556 F.2d 568 (3d Cir. 1977). In addition to awarding attorneys' fees, courts may order the party in contempt to disgorge any profits resulting from noncompliance with a court order. *See* Marshak v. Treadwell, 595 F.3d 478, 496 (3d Cir. 2009) (awarding attorneys' fees and an accounting of profits).

38. Here, CRI has repeatedly made false representations to Nu Ride and the Court. In CRI's complaint, it claimed it did not know of the Debtors' bankruptcy and that the Debtors did not disclose the bankruptcy at the time of the sale. (Ex. 4, (D.I. 1) at ¶ 2.) CRI knew this claim was false. On December 18, 2023, prior to the sale, the Debtors emailed CRI asking CRI to price the vehicles "as scrap" because "[d]ue to the bankruptcy" Debtors "no longer ha[d] service, warranty, or liability insurance so they need[ed] to be scrapped." (Ex. 2, (PL_001-6) at 3.) Cohen stated in his Declaration that he and his staff drove two Vehicles on his private property "and not on the public road" and the disassembled the vehicles. (Ex. 6, (Cohen Dec.) at ¶ 16.) Mr. Cohen's sworn statement was untrue. Mr. Cohen admitted in his deposition that he had driven certain of the Vehicles over 1,000 miles and posted recordings of himself driving a Vehicle on public roads. (Ex. 7, (Cohen Tr.) at 115:6-116:13.) CRI's flagrant and repeated misrepresentations to Nu Ride and the Court warrant a coercive penalty to ensure future compliance with the Court's orders. Courts

in this Circuit have imposed fines of $1,000 per day to coerce compliance with Court orders. *See* High Tech Nat'l, LLC v. Charles Stead, No. MC 19-191, 2020 WL 5076796 at *1 (E.D. Pa. Aug. 27, 2020). This Court should impose an appropriate monetary fine on CRI covering both the time since the Settlement Agreement was entered as an order of the Court and looking forward until such time as compliance can be assured.

39. In addition to any monetary sanctions to ensure CRI's prospective compliance with the Settlement Order, disgorgement of any profits earned by CRI through the sale of the Vehicles is necessary to prevent CRI from "keep[ing] the fruits of their contempt[.]" Marshak v. Treadwell, 595 F.3d 478, 496 (3d Cir. 2009). The Court should permit post-judgment discovery to determine what profits CRI has earned in violation of this Court's Order.

40. Further, the Court should order CRI to pay all attorneys' fees and costs associated with Nu Ride's enforcement of the Settlement Order, as authorized by the Settlement Agreement. (Ex. 8, (Settlement Agreement) at ¶ 10.) Nu Ride will submit an affidavit confirming fees incurred since June 12, 2025.

II. The Court Should Modify The Settlement Order To Require CRI To Recover The Vehicles In Ford's Possession.

41. Alternatively, to the extent that the Court concludes that CRI was negligent in its representations to Nu Ride and this Court throughout the litigation and settlement, and thus did not intentionally violate the Settlement Order post entry, Nu Ride requests that the Court modify the Settlement Order to obligate CRI to reclaim from Ford and maintain at CRI's facility the two Diverted Vehicles. This Court has the authority under Bankruptcy Rule 9024 to modify the Settlement Order based on the newly discovered evidence that CRI made fraudulent misrepresentations to Nu Ride and the Court regarding the Vehicles. *See* Bankr. R. 9024 ("Fed. R. Civ. P. 60 applies in a bankruptcy case"); Fed. R. Civ. P. 60(b) (providing a court may modify

a final judgment for reasons including "newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b)", "fraud. . . misrepresentation, or misconduct by the opposing party", and "any other reason that justifies relief.")

42. The Court has broad power to modify the Order to ensure that the intentions of the parties and the Court are accomplished. *See* United States v. W. Elec. Co., 46 F.3d 1198, 1203 (D.C. Cir. 1995) (Courts have flexibility to modify orders under Rule 60(b)(5) where the impacts of the order "significantly affect[] the public.") The very reason this suit was brought in the first instance was to protect the public by ensuring that the Vehicles remained off public roads. Modifying the Settlement Order to require CRI to reacquire the -1030 Endurance (which CRI represented was still in its possession), and the -1040 Endurance and -1042 Endurance (which CRI represented were disassembled) from Ford Family Auto Collection would restore Nu Ride to the position it was promised in the Settlement Agreement. (*See* Ex. 8, (Settlement Agreement) at ¶¶ 5, 6, and 13.) Even if CRI was merely mistaken as to the facts when it entered into the Agreement, the requested modification of the Order would be justified. *See* Rufo v. Inmates of Suffolk Cnty. Jail, 502 U.S. 367, 391 (1992) (a proposed modification under Rule 60(b) must be "suitably tailored to the changed circumstance.").

43. The relief requested is all the more justified in light of CRI's repeated misrepresentations to the Court, negligent or otherwise. Modification of an Order is appropriate where the Order "becomes unworkable because of unforeseen obstacles, or when enforcement of the unmodified decree would be detrimental to the public interest." Bldg. & Const. Trades Council of Philadelphia & Vicinity, AFL-CIO v. N.L.R.B., 64 F.3d 880, 886 (3d Cir. 1995). Nu Ride entered into the Settlement Agreement with CRI in order to ensure that any liability that Nu Ride

may face due to potential defects in the Vehicles was limited to the greatest possible extent. After the Settlement Order was entered, it became apparent that CRI has presented significant "unforeseen obstacles" that could not have been reasonably anticipated. It could not have been anticipated that CRI's owner would perjure himself by repeatedly testifying that he only sold two vehicles to Ford. (*See* Ex. 6, (Cohen Dec.); Ex. 7, (Cohen Tr.) at 19:11-14; 83:19-22; 124:22-125:4.) It could not have been anticipated that vehicles identified as disassembled by CRI were in fact sold to third parties and would become available for resale to the general public without disassembly. (*See* Ex. 8, (Settlement Agreement) at ¶ 13; Altman Dec. Exs. A and D.) These unanticipated events are the product of CRI's misconduct. CRI and Cohen "willfully and purposely" made false statements to Nu Ride and the Court regarding the Vehicles sold to Ford Automotive and the dismantled Vehicles. CRI's fraud is more than mere perjury and warrants the requested modification of the Settlement Order. *See* Hohensee v. Grier, 373 F. Supp. 1358, 1365 (M.D. Pa. 1974).

44. If this alternative relief is granted, Nu Ride also requests an award of sanctions equal to the fees and expenses incurred by Nu Ride since June 12, 2025.

CONCLUSION

For the foregoing reasons, the Court should enter an order: (1) finding CRI in civil contempt of the Settlement Order pursuant to 11 U.S.C §105(a); (2) ordering CRI to pay attorneys' fees and costs associated with this Motion; (3) disgorging profits CRI derived from its sale of the -1030 Endurance and -1042 Endurance to Ford, and, (4) modifying the Settlement Order to require CRI to reclaim and maintain the -1030 Endurance, -1040 Endurance, and -1042 Endurance.

Dated: June 19, 2025
Wilmington, Delaware

Respectfully submitted,

MORRIS JAMES LLP

/s/ Tara C. Pakrouh

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Tara C. Pakrouh (DE Bar No. 6192)
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jstoll@brownrudnick.com

Counsel to Nu Ride Inc.

Exhibit 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
NU RIDE INC., *et al.*,[1]	Case No. 23-10831 (MFW)
Reorganized Debtors.	(Jointly Administered)
	Re: Docket No. 1471
COHEN RECYCLING, INC.,	
Plaintiff and Counterdefendant,	
vs.	Adv. Proc. No. 24-50127 (MFW)
NU RIDE INC.,	**Adv. Docket No. 33**
Defendant and Counterclaimant.	

ORDER GRANTING MOTION OF NU RIDE INC. FOR APPROVAL OF STIPULATION AND SETTLEMENT AGREEMENT BETWEEN COHEN RECYCLING, INC., AND NU RIDE INC., PURSUANT TO BANKRUPTCY RULE 9019

Upon consideration of the *Motion of Nu Ride Inc. for Approval of Stipulation and Settlement Agreement Between Cohen Recycling, Inc., and Nu Ride Inc., Pursuant to Bankruptcy Rule 9019* (the "Motion")[2] and the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409, and (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having determined that adequate notice of the Motion was given; and that sufficient legal and

[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: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

[2] Capitalized terms otherwise noted defined herein shall have the same meanings ascribed to them in the Motion.

factual bases exist for the relief requested in the Motion; and after due deliberation, the Court having determined that the relief requested in the Motion is in the best interest of the Debtors' estates and their creditors; and good and sufficient cause having been shown; it is hereby **ORDERED** that:

1. The Motion is GRANTED, as set forth herein.

2. The Settlement Agreement attached as **Exhibit B** to the Motion is approved in its entirety pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

3. The Movants are hereby authorized to take such additional actions or execute such additional documents as are necessary or appropriate to implement the terms of the Settlement Agreement.

4. Notwithstanding the possibility of Rules 6004, 7062, or 9014 of the Bankruptcy Rules, any other Bankruptcy Rule, this Order shall be immediately effective and enforceable upon its entry and there shall be no stay of effectiveness or execution of this Order.

5. The Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation, implementation, or enforcement of the Settlement Agreement or this Order.

Dated: March 3rd, 2025
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit 2

Andy Cohen

From: Andy Cohen
Sent: Tuesday, December 19, 2023 12:02 PM
To: Michael Jones
Subject: Re: Vehicle Disposal

Sounds good
Andrew Cohen

On Dec 19, 2023, at 11:59 AM, Michael Jones <michael.jones@lordstownmotors.com> wrote:

I'll keep you posted. It tends to be a whole lot of waiting around then scrambling at the last minute.

Mike Jones
Sales, Service, & Marketing Operations Manager
313-580-6490
michael.jones@lordstownmotors.com

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From: Andy Cohen <info@southlawn.com>
Sent: Tuesday, December 19, 2023 11:48 AM
To: Michael Jones <michael.jones@lordstownmotors.com>
Subject: Re: Vehicle Disposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

No problem at all, we really don't even need titles, we just need someone to sign authority over to us to scrap them
Andrew Cohen

On Dec 19, 2023, at 11:44 AM, Michael Jones <michael.jones@lordstownmotors.com> wrote:

I'm finding out exactly what paperwork we will need you to sign to take possession of them. The vehicles will be untitleable moving forward. We are buying them back from the City of Washington DC and you will be picking them up directly from them. I'm not sure if DC is signing the titles over to us or exactly how it's happening. As I get more info I'll let you know.

Thanks!

Mike Jones
Sales, Service, & Marketing Operations Manager
313-580-6490
michael.jones@lordstownmotors.com

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From: Andy Cohen <info@southlawn.com>
Sent: Tuesday, December 19, 2023 11:34 AM
To: Michael Jones <michael.jones@lordstownmotors.com>
Subject: RE: Vehicle Disposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

That would be awesome,do you guys have titles/co?

From: Michael Jones <michael.jones@lordstownmotors.com>
Sent: Tuesday, December 19, 2023 11:33 AM
To: Andy Cohen <info@southlawn.com>
Subject: RE: Vehicle Disposal

Hi Andy,

You are correct. The battery is 1750 lbs. I'm finalizing the details today and will let you know the quantity and address for pickup. What paperwork do you need to complete the sale?

I also may have some buyers for several of the parts on the trucks. I'll put the people in touch with you once the sale is finalized. They may want some of the motors and the complete beds so you'll be able to start making cash off them immediately.

I'll keep you posted as we move forward.

Thanks!

Mike Jones
Sales, Service, & Marketing Operations Manager
313-580-6490
michael.jones@lordstownmotors.com

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<image002.png>
<image003.png>
<image004.png>
<image005.png>
<image006.png>

From: Andy Cohen <info@southlawn.com>
Sent: Tuesday, December 19, 2023 8:08 AM
To: Michael Jones <michael.jones@lordstownmotors.com>
Subject: Re: Vehicle Disposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Mike, it looks like the batteries about 17 to 1800 pounds so figure $400 per car for scrap value. I can take them all if you need me too.
Andrew Cohen

> On Dec 18, 2023, at 6:48 PM, Michael Jones <michael.jones@lordstownmotors.com> wrote:
>
> Andy,
>
> Thanks for the quick response. Yes, please price them as scrap. Due to the bankruptcy we no longer have service, warranty support, or liability insurance so they need to be scrapped. Let me know the per vehicle price and if you can take all 30 (or there abouts), we may be moving a couple back here.
>
> Vehicles should be ready to pick up on Wednesday.
>
> Thanks!
>
> Mike Jones

313-580-6490

Get Outlook for Android

From: Andy Cohen <info@southlawn.com>
Sent: Monday, December 18, 2023 6:28:21 PM
To: Michael Jones <michael.jones@lordstownmotors.com>
Subject: Re: Vehicle Disposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mike, thanks for reaching out, unfortunately, other than weight, I don't know anyone in the industry who will touch them being a bankrupt company, I checked with a couple of wholesalers that I know, and they said no way. If you can't find anyone and want me to price them as far as scrap value I certainly can.
Andrew Cohen

> On Dec 18, 2023, at 4:27 PM, Michael Jones <michael.jones@lordstownmotors.com> wrote:
>
> Hi Andy,
>
> I spoke with Bobby today regarding you buying 30 (yes 30), 2023 Lordstown Endurance pickup trucks that we are in the process of purchasing back from the City of Washington DC due to our pending bankruptcy. They are a fully electric pickup with a 109KW battery packs that drives them. I'm attaching pictures of one of the vehicles. They are all in about the same shape and have less that a couple thousand miles on them, most under 1000. The trucks weigh 6300 lbs.
>
> Let me know if you are interested in them and at what price. They can all be picked up from the DC DPW. I'll get you an exact address and contact once we agree on price.
>
> Pictures attached.
>
> Give me a call when you are ready to discuss.
>
> Thanks!
>
> **Mike Jones**

<image001.png>
Sales, Service, & Marketing Operations Manager
313-580-6490
michael.jones@lordstownmotors.com

<image002.png>
<image003.png>
38555 Hills Tech Drive
Farmington Hills MI 48331
<image004.png>
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Exhibit 3

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)
COHEN RECYCLING, INC., Plaintiff, vs. NU RIDE INC., FOXCONN EV TECHNOLOGY, INC., and FOXCONN EV SYSTEM LLC, Defendants.	Adv. Proc. No. 24-50127 (MFW)

NU RIDE INC.'S ANSWER,
AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS

[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: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

Defendant Nu Ride Inc. f/k/a Lordstown Motors Corp. (the "**Nu Ride**"), by and through undersigned counsel, respectfully responds (this "**Response**") to the first amended adversary complaint (the "**Complaint**") filed by Cohen Recycling, Inc. (the "**Plaintiff**" or "**CRI**"), as follows.

ANSWER

The Complaint's introductory paragraph contains a statement to which no response is required.

Nu Ride denies all allegations in the Complaint to the extent not expressly admitted herein. Nu Ride hereby responds to the individually numbered paragraphs of the Complaint as follows:

INTRODUCTION

1. Denied.

2. Paragraph 2 consists of legal argument to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 2.

3. Nu Ride admits Foxconn filed a joinder to Nu Ride's *Motion for (A) Entry of an Order Enforcing the Vehicle Decommission Order and (B) for Related Relief*. The remaining allegations of Paragraph 3 states legal conclusions to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 3.

PARTIES

4. Nu Ride is without sufficient information to admit or deny; therefore, denied.

5. Admitted.

6. Nu Ride is without sufficient information to admit or deny; therefore, denied.

JURISDICTION AND VENUE

7. Admitted.

8. Admitted.

9. Admitted. Nu Ride further answers that Nu Ride consents to the entry of final orders or judgments by this Court pursuant to Federal Rule of Bankruptcy Procedure 7012 and Local Bankruptcy Rule 7012-1.

10. Admitted.

11. Admitted.

FACTS COMMON TO ALL COUNTS

12. Admitted.

13. Nu Ride is without sufficient information to admit or deny; therefore, denied.

14. Nu Ride is without sufficient information to admit or deny; therefore, denied.

15. Nu Ride is without sufficient information to admit or deny; therefore, denied.

16. Denied.

17. Admitted that the parties agreed that the Plaintiff would purchase the Vehicles for $12,400 to be towed by Plaintiff to its facility at Plaintiff's expense. Denied to the extent that the Plaintiff omits that the parties also agreed that the Plaintiff was obligated to disassemble and destroy the Vehicles.

18. Admitted that Plaintiff paid Nu Ride the purchase price alleged in paragraph 17 of the Complaint and towed the Vehicles. Denied to the extent that the Complaint omits that an essential term of the agreement was that Plaintiff was obligated to disassemble and destroy the Vehicles.

19. Denied.

20. Denied.

21. Denied.

22. Admitted.

23. Paragraph 23 references Form VR-454s which speak for themselves; to the extent any allegations are inconsistent therewith, such allegations are denied.

24. Paragraph 24 references Form VR-454s which speak for themselves; to the extent any allegations are inconsistent therewith, such allegations are denied.

25. Nu Ride is without sufficient information to admit or deny; therefore, denied.

26. Paragraph 26 states a legal conclusion to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 26.

27. Paragraph 27 states a legal conclusion to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 27.

28. Denied.

29. Nu Ride is without sufficient information to admit or deny; therefore, denied.

30. Nu Ride is without sufficient information to admit or deny; therefore, denied.

31. Nu Ride is without sufficient information to admit or deny; therefore, denied.

32. Paragraph 32 references bills of sale which speak for themselves; Nu Ride is otherwise without sufficient information to admit or deny; therefore, denied.

33. Paragraph 33 references bills of sale which speak for themselves; Nu Ride is otherwise without sufficient information to admit or deny; therefore, denied.

34. Nu Ride is without sufficient information to admit or deny; therefore, denied.

35. Nu Ride is without sufficient information to admit or deny; therefore, denied.

36. Admitted that on June 5, 2024, Nu Ride's counsel sent a letter to Plaintiff. To the extent Paragraph 36 purports to quote, paraphrase, or characterize a document, the document speaks for itself; to the extent any allegations are inconsistent therewith, such allegations are

denied. To the extent a response is required, Nu Ride denies the remaining allegations in Paragraph 36.

37. To the extent Paragraph 37 purports to quote, paraphrase, or characterize a document, the document speaks for itself; to the extent any allegations are inconsistent therewith, such allegations are denied. To the extent a response is required, Nu Ride denies the remaining allegations in Paragraph 37.

38. To the extent Paragraph 37 purports to quote, paraphrase, or characterize a document, the document speaks for itself; to the extent any allegations are inconsistent therewith, such allegations are denied.

39. Nu Ride is without sufficient information to admit or deny; therefore, denied.

40. Nu Ride is without sufficient information to admit or deny; therefore, denied.

41. Paragraph 41 consists of characterizations that are not factual allegations, such that no response is required. To the extent a response is required, the Litigation Representative denies the allegations in Paragraph 41.

42. Paragraph 42 consists of characterizations that are not factual allegations, such that no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 42.

43. Paragraph 43 states a legal conclusion to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 43.

44. Paragraph 44 states a legal conclusion to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 44.

45. Paragraph 45 states a legal conclusion to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 45.

46. Paragraph 46 states a legal conclusion to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 46.

47. Admitted.

48. Paragraph 48 states a legal conclusion to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 48. Nu Ride further answers that Paragraph 48 references an order of this court, which speaks for itself; to the extent any allegations in Paragraph 48 are inconsistent therewith, such allegations are denied.

49. Paragraph 49 states a legal conclusion to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 49. Nu Ride further answers that Paragraph 48 references an order of this court, which speaks for itself; to the extent any allegations in Paragraph 48 are inconsistent therewith, such allegations are denied.

50. Paragraph 50 states a legal conclusion to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 50.

51. Paragraph 51 consists of legal argument, such that no response is required. To the extent a response is required, Nu Ride is without sufficient information to admit or deny; therefore, denied.

52. Paragraph 52 consists of characterizations that are not factual allegations, such that no response is required. To the extent a response is required, Nu Ride is without sufficient information to admit or deny; therefore, denied.

53. Paragraph 53 states a legal conclusion to which no response is required. To the extent a response is required, Nu Ride denies the allegations in Paragraph 53.

54. Paragraph 54 consists of characterizations that are not factual allegations, such that no response is required. To the extent a response is required, Nu Ride is without sufficient information to admit or deny; therefore, denied.

55. Paragraph 55 consists of characterizations that are not factual allegations, and consists of legal argument, such that no response is required. To the extent a response is required, Nu Ride denies the allegations contained in Paragraph 55.

56. Paragraph 56 consists of characterizations that are not factual allegations, and states legal conclusions, such that no response is required. To the extent a response is required, Nu Ride denies the allegations contained in Paragraph 56.

COUNT ONE
(Declaratory Relief)

57. Nu Ride repeats, realleges, and incorporates by reference each of the foregoing responses as if fully set forth herein.

58. Paragraph 58 states a legal conclusion to which no response is required. To the extent response is required, Nu Ride denies the allegations contained in Paragraph 58.

59. Paragraph 59 consists of legal argument to which no response is required. To the extent response is required, Nu Ride denies the allegations contained in Paragraph 59.

60. Paragraph 60 consists of legal argument to which no response is required. To the extent response is required, Nu Ride denies the allegations contained in Paragraph 60.

61. Paragraph 61 consists of legal argument to which no response is required. To the extent response is required, Nu Ride denies the allegations contained in Paragraph 61.

62. Paragraph 62 states a legal conclusion to which no response is required. To the extent response is required, Nu Ride denies the allegations contained in Paragraph 62.

PRAYER FOR RELIEF

This paragraph is a prayer for relief and does not contain factual allegations, such that no response is required. Nu Ride denies the Plaintiff is entitled to any of the relief sought in the Complaint. Upon resolution of Nu Ride's Counterclaims, Nu Ride respectfully requests that the Court award the relief set forth in the Counterclaims and any other and further relief the Court deems just and proper.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE
(Breach of Contract)

63. The Plaintiff's claims are barred because the Plaintiff breached its contract with Nu Ride by failing to destroy or decommission the vehicles.

SECOND AFFIRMATIVE DEFENSE
(Fraud in the Inducement)

64. The Plaintiff's claim is barred by the doctrine of fraud in the inducement as Nu Ride would never have sold the vehicles to the Plaintiff if Nu Ride knew that the Plaintiff was not going to decommission or destroy the vehicles in accordance with the Plaintiff's representations.

THIRD AFFIRMATIVE DEFENSE
(Implied Covenant of Good Faith and Fair Dealing)

65. Plaintiff's conduct violates the implied covenant of good faith and fair dealing inherent in the contract.

FOURTH AFFIRMATIVE DEFENSE
(Unclean Hands)

66. The plaintiff is not entitled to equitable relief in its favor as it has acted inequitably and in bad faith and has unclean hands.

NU RIDE'S COUNTERCLAIMS

Pursuant to Rule 13 of the Federal Rules of Civil Procedure, made applicable to this adversary proceeding through Federal Rule of Bankruptcy Procedure Rule 7013, Nu Ride Inc. f/k/a Lordstown Motors Corp. ("**Nu Ride**") brings the following action against Cohen Recycling, Inc. ("**CRI**") and alleges as follows, upon information and belief:

INTRODUCTION

During the Chapter 11 Cases, the Debtors sought permission to repurchase previously sold Endurance trucks in order to decommission them. They did so because otherwise, after the Plan Effective Date, they would be unable to comply with warranty and other regulatory obligations including vehicle safety and environmental matters. This Court granted that permission, and clearly instructed that the repurchased vehicles must be "decommissioned" and were not to be resold to anyone who intended to use the vehicle on the road.

The Debtors followed this Court's instruction and sought to fulfill their obligations to the utmost. The Debtors repurchased the vehicles at significant cost. They then engaged parties to assist in decommissioning them. One of these parties was CRI, a licensed disassembler, recycler and scrap processor, through its CEO, Andrew Cohen.

CRI and the Debtors agreed to a deal premised entirely on CRI's obligation to destroy the vehicles it was purchasing. In emails, CRI, offered to price the vehicles "as scrap"; the Debtors agreed and informed CRI that they needed to be scrapped because of the lack of warranty support and liability risk during the bankruptcy; Mr. Cohen then offered to "take them all" for $400 each in "scrap value." In text messages, the Debtors stated to Cohen that "certificates of destruction" were required for each vehicle. In more emails, the Debtors informed Mr. Cohen that the Debtors would oversee documentation for the vehicles CRI "are destroying."

In response, CRI supplied a Maryland State Registry of Motor Vehicles form which states at the top of the page that a vehicle transferred pursuant to this form "may only be dismantled, destroyed, or scrapped". The Debtors and Mr. Cohen, on CRI's behalf, signed 31 such forms, one for each vehicle sold. The Debtors transferred the vehicles to CRI for consideration expressly predicated on each vehicle's scrap value.

Within days of acquiring the vehicles, Cohen published a YouTube video, marketing the Endurance for sale "as an awesome *rebodied* four-wheel drive," which Cohen made clear was meant as a means of obtaining title for a vehicle that was otherwise not permitted to be titled. The video shows Mr. Cohen driving the truck on the open road, in traffic, demonstrating and lauding its capabilities. While doing this, Mr. Cohen tells us he has driven the truck for over 1,000 miles. CRI put at least one of the trucks up for auction online and was only prevented from selling it to the public by Nu Ride's discovery of his behavior and intervention.

Nu Ride then asked Mr. Cohen about the status of the vehicles, and he replied: "I have not scrapped any of them." That was on May 24 of this year, more than three months after he acquired the vehicles from Nu Ride.

Nu Ride thereafter sent cease and desist letters to CRI demanding that CRI abide by the terms of the contract of conveyance and destroy the vehicles such that they could not be driven. On behalf of CRI, Cohen refused to abide by his obligations. While these discussions were ongoing CRI sold at least two, and perhaps four, of the vehicles without first disassembling them in any way.

The initial adversary complaint filed by CRI contained the false statement that Mr. Cohen, during negotiations to acquire the vehicles, did not know the Debtors were in bankruptcy. After Nu Ride filed a motion to enforce this Court's Vehicle Decommission Order, CRI amended its

Complaint, removing the assertion that it did not know of the bankruptcy but maintaining that it did not know of the Vehicle Decommission Order. Although irrelevant due to the express terms of the contract of conveyance, the acknowledgement that at all times CRI knew of the bankruptcy, coupled with CRI's status as a state licensed disassembler, recycler and scrap processor, and the publicly available Vehicle Decommission Order precludes CRI from claiming ignorance. Rather it punctuates CRI's bad faith and fraudulent conduct throughout this process.

CRI seeks a declaration that it is not bound by contract or otherwise in its use and disposition of the Endurance vehicles. By this Counterclaim, Nu Ride seeks a declaration that a contract existed between the parties in accordance with the provisions of the Uniform Commercial Code, and the terms of that agreement required CRI to disassemble and destroy the vehicles such that the vehicles could not be driven in any way. *See* UCC § 2-202

Nu Ride also seeks judgment for breach of contract, fraud; entry of permanent injunctive relief, and the award of actual and punitive damages.

PARTIES

1. Nu Ride is a corporation organized and existing under the laws of the State of Delaware. Nu Ride is the post-emergence reorganized entity and successor to the rights, assets, and obligations of the Debtors in the Chapter 11 Cases (defined below).

2. CRI is a corporation organized and existing under the laws of the State of Maryland.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157, 1332, and 1334, paragraph 9 of the Vehicle Decommission Order, paragraph 101 of the Confirmation Order (defined below), and Article XI of the Plan (defined below).

4. By filing the Complaint, CRI has consented to this Court's jurisdiction over it and "to the entry of final orders or judgments by this Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution."

5. Venue is proper in this district under 28 U.S.C. §§ 1391, 1408 and 1409.

6. This adversary proceeding is a core proceeding under 28 U.S.C. § 157(b)(2).

FACTUAL ALLEGATIONS

A. The Chapter 11 Cases.

7. On June 27, 2023 (the "**Petition Date**"), Lordstown Motors Corp. (now known as Nu Ride) and its affiliated debtors (the "**Debtors**") commenced voluntary cases under Chapter 11 of the Bankruptcy Code in this Court (the "**Chapter 11 Cases**").

8. On March 6, 2024, the Court entered an order (the "**Confirmation Order**") confirming the *Third Modified First Amended Joint Chapter 11 Plan of Lordstown Motors Corp. and Its Affiliated Debtors* (the "**Plan**"). The Plan went effective on March 14, 2024.

9. The Plan provides, among other things, that "th[is] Bankruptcy Court shall retain and have jurisdiction over all matters arising in, arising under, or related to the Chapter 11 Cases[.]" The Confirmation Order provides, among other things, that "[t]he Bankruptcy Court shall retain jurisdiction with respect to . . . all matters arising in and under, and related to, these Chapter 11 Cases . . . *provided, however*, that nothing herein shall impair or prejudice . . . the Debtors[' or] Post-Effective Date Debtors['] . . . rights, claims, causes of action, or defenses under applicable law[.]"

B. The Debtors Developed And Produced The Endurance Vehicles, Which The Court Ordered Decommissioned.

10. Prior to the Petition Date, the Debtors were in the business of developing, manufacturing, and selling electric vehicles, primarily to commercial fleet customers. The company's flagship vehicle was the "Endurance," a full-size, all-electric pickup truck.

11. During the Chapter 11 Cases, on November 22, 2023, the Debtors filed a motion requesting authorization from the Court to repurchase Endurance Vehicles previously sold (the "**Decommission Motion**"). The Decommission Motion states: "[t]he Debtors will be unable to comply with their warranty, recall, and other regulatory obligations after the Effective Date of the Plan. This may give rise to claims against the estate and, even now, could constitute unliquidated and undefined contingent liabilities of the Debtors. Such obligations could be material and could impact the administration of their estates[.]"

12. On December 7, 2023, the Court entered an order granting the Decommission Motion and authorizing the Debtors to reclaim the vehicles (the "**Vehicle Decommission Order**"). That order states that "[f]or the avoidance of doubt, the vehicles will be decommissioned and not resold to any third-party that intends to use the vehicle for an on-road purpose."

13. The Vehicle Decommission Order further states that "[t]he Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order[.]"

C. The Debtors Repurchase The Vehicles And Agree To Sell Them To CRI For Destruction.

14. The Debtors complied with the Vehicle Decommission Order by repurchasing and reclaiming possession of all Endurance vehicles. Thereafter, the Debtors sought to contract with a party licensed to disassemble and scrap untitled vehicles so that the Endurance trucks would be

removed from the road. Ultimately, Debtors became aware that CRI was a licensed disassembler. The Debtors then contracted with CRI, through its owner, Andy Cohen, for the acquisition and destruction of 31 Endurance vehicles (the "**Vehicles**").

15. CRI is licensed by the State of Maryland, pursuant to Code of Maryland Section 15-502, to conduct business as an automotive dismantler and recycler or scrap processor. CRI holds itself out as an automotive dismantler, recycler or scrap processor.

16. CRI's website states: "We are a full service auto recycling business serving the Washington DC metropolitan area" and gives CRI's location as Bladensburg, Maryland. CRI's Complaint represents that "Plaintiff operates . . . as part of a group of companies that sell, repair, and build custom vehicles and harvest parts for resale [and] is a licensed Automotive Dismantler and Recycler under Maryland Law."

17. Code of Maryland Section 15-501(b)(1) defines an automotive dismantler and recycler as follows:

> (b)(1) "Automotive dismantler and recycler" means a person in the business of:
>
> (i) Dismantling, destroying, or scrapping any vehicle for the purpose of reselling any of its usable parts; or
> (ii) Otherwise acquiring vehicles for the benefit of their parts or the materials in them

18. Negotiations with CRI began on December 18, 2023 and were conducted largely through e-mails and text messages. The principal participants in the negotiations were Michael Jones, on behalf of the Debtors, and Andy Cohen, CEO of CRI. From the outset, Jones informed Cohen in writing that the company was in bankruptcy and that the Debtors were seeking to have the Vehicles destroyed by a licensed dismantler and scrap processor. Cohen understood that the Debtors were in bankruptcy as evidenced, for example, by the first e-mail exchange with Jones in

which Cohen wrote "I don't know anyone in the industry who will touch them [the vehicles] being a bankrupt company."

19. Reflecting CRI's understanding that the Debtors were seeking to have the Vehicles decommissioned and destroyed, Cohen stated that if the Debtors "*want me to price [the vehicles] as far as scrap value I certainly can*."

20. In this first exchange Jones asked Cohen to price the Vehicles as scrap and informed Cohen in writing that "[d]ue to the bankruptcy [the Debtors] no longer have service, warranty support, or liability insurance so [the vehicles] need to be scrapped." Cohen responded that "$400 per car for scrap value" was the price at which CRI was willing to pay to "take them all." Ultimately the 31 Vehicles were sold to CRI for $12,400, or $400 scrap value per Vehicle.

21. At all times Cohen expressly and impliedly represented to the Debtors that CRI was acquiring the Vehicles in its capacity as a dismantler, recycler and scrap processor. At all times, Jones and other representatives of the Debtors confirmed in writing that the Vehicles were being transferred to CRI expressly because CRI was a licensed dismantler, recycler and scrap processor, and that the Vehicles would be rendered non-road-worthy upon transfer of ownership. In two separate text messages with Mr. Cohen, Mr. Jones stated: "I just need certificates of destruction for each" Vehicle.

22. On January 24, 2024, the Debtors informed Cohen that the Debtors would "oversee[] the documentation for the vehicles [CRI] picked up from the City of Washington DC and are destroying," and asked that CRI "provide [the Debtors] the necessary documentation to confirm they all have been destroyed." In the same email, the Debtors confirmed that the Debtors and CRI "agreed to $400 per vehicle before any charges [CRI] has for excess towing charges due to vehicles not being available or ready as expected."

23. On January 26, CRI, through Andi LePore, Mr. Cohen's assistant, responded using Cohen's email address as follows: "My name is Andi, I am Andy Cohen's assistant, I have attached the MVA form VR-454 we need one filled out and signed for each of the vehicles."

24. The Motor Vehicle Administration of Maryland forms VR-454 supplied by CRI are forms used specifically for the transfer of untitled vehicles to a licensed automotive dismantler. Form VR-454 is entitled: "*Affidavit of Lawful Possession for Transfer of a Vehicle to an Automotive Dismantler and Recycler or Scrap Processor"* (each, an "**Affidavit**" and, collectively, the "**Affidavits**"). Form VR-454 expressly states as follows: "Purpose - Use this form to certify, under oath, that a Certificate of Title is unavailable for a vehicle that is being transferred to an Automotive Dismantler and Recycler or Scrap Processor ***for purposes of dismantling, destroying or scrapping*** . . ." Form VR-454 further states as follows: "Limitations - A vehicle may not be retitled or assigned using this document; ***it may only be dismantled, destroyed, or scrapped****."* (Emphasis added).

25. The 31 Affidavits for each Vehicle were prepared and supplied to the Debtors by CRI. Each Affidavit was signed and executed by Mr. Cohen, on behalf of CRI, and by Adam Kroll, on behalf of the Debtors, on January 26, 2024. Each Form VR-454, executed by both parties, is consistent with the parties prior written communications, express and implied representations and understanding of the terms of the conveyances.

26. The Affidavits reflect the parties' agreement that the Vehicles were sold for scrap value solely for the purpose of being dismantled, destroyed or scrapped. The Affidavits are also consistent with the Vehicle Decommission Order's mandate that the Vehicles be "decommissioned." The Affidavits are also consistent with the scope of CRI's license as a dismantler and recycler under Maryland law.

27. By executing each Affidavit, CRI further represented to the Debtors that the Vehicles would not be used or sold in any way as a drivable vehicle, and specifically not for on-road purposes.

28. At no time during the negotiations for the purchase of the 31 Endurance Vehicles did Cohen inform the Debtors that CRI operated any side business other than that of a licensed automotive dismantler and recycler or scrap processor. At no time during the negotiations did Cohen ever disclose to the Debtors that CRI intended to sell the Endurance Vehicles as intact operating vehicles.

29. Had the Debtors known that CRI and Cohen did not intend to dismantle, destroy or scrap the Vehicles, consistent with its license issued by the State of Maryland and the express discussions between the parties, the Debtors would not have conveyed the Vehicles at any price, including for scrap value.

30. The Debtors relied on CRI's express statements and omissions in agreeing to convey the 31 Endurance Vehicles for scrap value.

31. The Debtors transferred the Vehicles to CRI in or around February 2024, in accordance with the parties' agreement.

D. CRI Markets The Vehicles For Resale, And Sells Vehicles To Third Parties.

32. Subsequently, Nu Ride became aware that instead of dismantling, destroying or scrapping the Vehicles for their useable parts, CRI was instead marketing, and on at least four occasions, selling the Endurance Vehicles without dismantling them in any way.

33. On or about February 9, 2024, Cohen published a YouTube video marketing the Vehicles in the public domain via his own YouTube channel, "JunkYardEmpireTV." In the video, Cohen stands by one of the Vehicles and states that "I got 31 of them, so I'm not going into details

on how I got them." Cohen further states in the video that "I cannot sell them as whole vehicles. I have to sell them as a parts vehicle, so my thought is to market these as an awesome ***rebodied*** four-wheel drive." (Emphasis added).

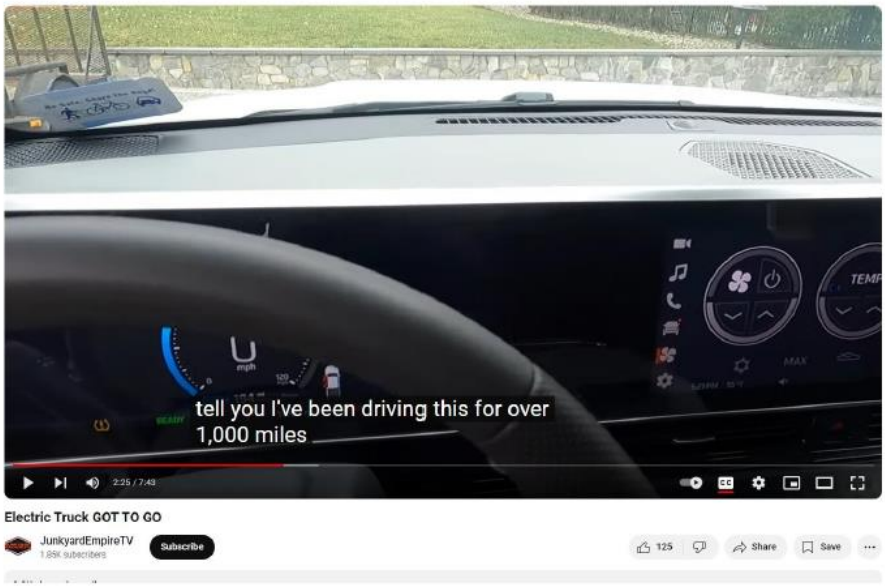


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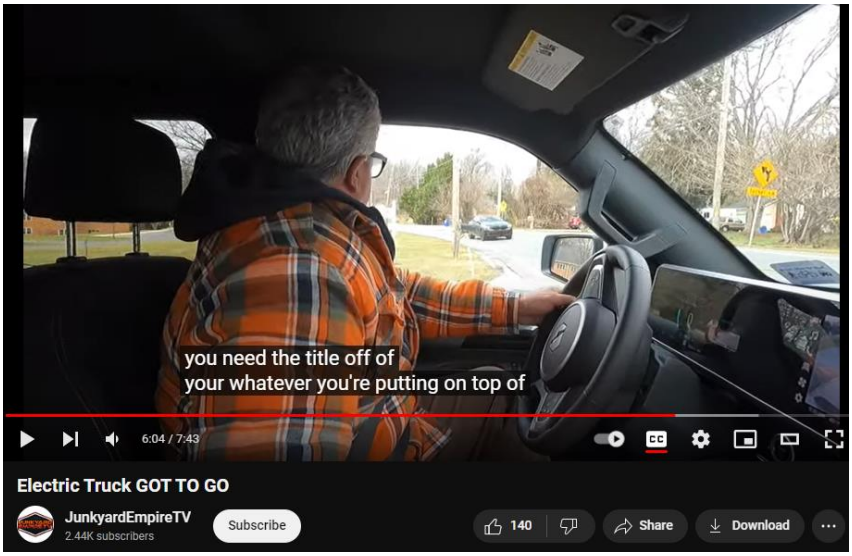
34. The video depicts Mr. Cohen driving the Vehicle on a public road and in traffic while demonstrating its features capabilities. Upon information and belief, Cohen affixed to the Endurance Vehicle demonstrated in the video a "special, recycler registration plate" issued in accordance with Maryland Code, Title 13, Section 13-622.

35. In the video Mr. Cohen also states: "I can tell you I've been driving this for over 1,000 miles."

[2] The text in the screenshots contained herein were generated via closed captioning.



36. In the same video, Cohen expressly tells the target market that a buyer should remove the Endurance car body and replace a Ford or other body onto the intact chassis and electric battery. Specifically, Cohen tells prospective buyers: "take an old body" and place it on top of the rest of the Endurance vehicle, and that if a buyer put a "[19]68 or [19]72 Chevy pickup on [the Endurance] you have a brand new electric [19]68 to [19]72 Chevy pickup . . . Harry Homeowner can go and start and drive a brand new truck today by setting a new body on top of" the rest of the Endurance Vehicle. Cohen reinforces his intent to circumvent the limitations of the terms under which he purchased the Vehicles and the limitations of his license as follows: "Also remember, there is no title with these, they are sold as parts vehicles, ***so you will need the title off of whatever you are putting on top of it.***"





37. On May 24, 2024, Nu Ride's counsel asked Cohen to "confirm what happened with the rest of the Lordstown Endurance trucks you received. Were they all sold whole, or did you destroy, dismantle, or scrap any of them?" The same day Cohen responded: "I have not scrapped any of them"; rather, CRI has been "market[ing] them as a cool hot rod project" to third-party customers.

38. On or about June 3, 2024, CRI listed an intact Vehicle for auction on the website Copart.com. The listing resulted in numerous bids before Copart agreed to halt the listing after discussions with representatives of Nu Ride.

39. CRI has also sold several Vehicles to third parties, including two fully operating Vehicles sold to Mike Ahn. Mr. Ahn subsequently listed one of the Vehicles for sale on a website called "carsandbids.com", and stated the Vehicle was "extremely fun to drive." Nu Ride thereafter informed carsandbids.com of the limitations regarding use of the Vehicles and carsandbids.com cancelled the auction before the Vehicle was sold.

40. Under the "Comments and Bids" section of the carsandbids.com auction page, user "3pedal" commented: "I've driven it for over 100 miles, extremely fun to drive." User 3pedal has a profile picture featuring a car and a sign stating "LuxuryAutoMax.com". Mr. Ahn represents on his LinkedIn page that he is the owner of LuxuryAutoMax.com.

41. Mr. Ahn also uploaded a YouTube video of himself driving and marketing one of the Vehicles. In the video, Mr. Ahn also demonstrates the Vehicle's acceleration speed and turning radius as well as its dashboard and navigation system on public roads and in traffic.

E. CRI Fails To Decommission The Vehicles After Several Requests And Commences This Adversary Proceeding.

42. Counsel for Nu Ride sent a letter to Mr. Cohen on June 5, 2024, demanding that CRI and Mr. Cohen cease and desist from further actions in violation of the terms of the parties' agreement, including representations made in the Affidavits, such as marketing the Vehicles for on-road driving purposes. The letter informed Mr. Cohen of the Vehicle Decommission Order, and that his actions violated the order.

43. Nu Ride and CRI thereafter engaged in substantial negotiations . Nu Ride has been compelled to expend considerable resources in connection with such negotiations and efforts to ensure CRI complies with its contractual obligations and the Vehicle Decommission Order, without the need for litigation.

44. CRI has not complied with Nu Ride's request for compliance. As a direct and proximate result of CRI's failure to comply with its contractual and legal obligations, Nu Ride has incurred substantial damages and costs.

45. On September 5, 2024, CRI initiated this adversary proceeding by filing a complaint seeking declaratory relief (the "**Initial Complaint**"). In the Initial Complaint, CRI repeatedly alleged that CRI and Mr. Cohen had not been told and were unaware that the Debtors were in bankruptcy until receipt of the June 5, 2024 cease and desist letter.

46. On September 26, 2024, CRI filed its first amended complaint for declaratory relief (the "**Complaint**"). The Complaint deleted the Initial Complaint's false assertions that CRI and Mr. Cohen were unaware of the Debtors' bankruptcy. Instead, the Complaint states that CRI and Cohen were unaware of the Vehicle Decommission Order or that the sale of the Vehicles was subject to a Bankruptcy Court order.

47. The Complaint further states that "[a]t the time of the Purchase," CRI "understood" that the Vehicles "were not street-legal and should not be operated on public roads[.]"

COUNT I
(Declaratory Judgement)

48. Nu Ride repeats and realleges the foregoing allegations as though fully set forth herein.

49. A dispute has arisen to the existence of a contract and the limitations and conditions on use the Vehicles agreed to in such contract.

50. CRI maintains that it is not obligated to dismantle, destroy, or scrap the Vehicles but instead that CRI and its agents and representatives are free to market and sell the Vehicles intact to third parties; Nu Ride contends that the Vehicles were sold to CRI for scrap value with

the express agreement that CRI would dismantle or destroy the Vehicles such that the Vehicles would be incapable of operating on the road.

51. Without a declaration of rights CRI, thoughts its CEO Mr. Cohen, has indicated he will sell the Vehicles and thereafter it will be impossible to prevent third parties from driving those vehicles where and as they choose, including on-road.

52. Nu Ride seeks a declaratory judgment that:

a. The parties formed an enforceable contract (the "**Contract**");

b. The terms of such Contract included the requirement that the Vehicles be dismantled, destroyed, or scrapped;

c. CRI has breached the Contract;

d. CRI is liable to Nu Ride for damages and costs incurred as a result of such breach;

e. CRI and Cohen are prohibited from selling the Vehicles as intact, operational vehicles; and

f. The Vehicle Decommission Order applies to CRI—and its agents and representatives, including Mr. Cohen—as CRI is now before this Court with respect to issues addressed by the order.

COUNT II
(Breach of Contract)

53. Nu Ride repeats and realleges the foregoing allegations as though fully set forth herein.

54. The Vehicles are movable goods that meet the definition of "goods" in section 2-105 of the Delaware Uniform Commercial Code, 6 Del. C. ("**UCC**") § 2-105.

55. The Vehicles were received and accepted by CRI, and payment of $400 scrap value per Vehicle was made and accepted. The conduct of CRI and the Debtors in conveying the Vehicles to CRI in exchange for payment and executing the Affidavits, among other things, recognized the existence of a contract for sale of the Vehicles.

56. The email and text communications between CRI and the Debtors, the bills of sale and Affidavits executed by both parties effecting the transfer for each Vehicle, and the parties' conduct in effectuating the sale, constitute a contract that set forth the per vehicle price; the identity and number of vehicles to be sold; and the conditions and limitations of the sale – that is, CRI's obligation to dismantle, destroy, or scrap the Vehicles for salvage value or use or resale of its disassembled parts.

57. CRI failed to destroy the Vehicles, but instead marketed the Vehicles in intact, road-worthy condition in breach of its contractual and legal obligations. CRI thereby breached the Contract.

58. As a direct and proximate result of the breaches of the Contract by CRI, the Debtors have incurred damages and costs in seeking to enforce the obligations.

59. The professional fees and costs incurred in negotiating with CRI are damages flowing directly from CRI's breaches, not as costs of suit.

60. CRI's breach of the contract was knowing, willful and in bad faith.

COUNT III
(Fraud in the Inducement)

61. Nu Ride repeats and realleges the foregoing allegations as though fully set forth herein.

62. At all times, CRI held itself out as a state licensed dismantler, recycler and scrap processor under the laws of the State of Maryland.

63. At all times, Nu Ride expressly represented to CRI that it was selling the Vehicles to CRI at scrap value for the purposes of having those Vehicles decommissioned and destroyed as drivable vehicles.

64. At all times, CRI concealed from Nu Ride CRI's intent to market and sell the Endurance Vehicles as intact, road-worthy vehicles.

65. Through its misrepresentations and omissions, CRI fraudulently induced Nu Ride to sell CRI the Vehicles at scrap value.

66. Nu Ride reasonably relied on CRI's representations and omissions, including its representation that it was a licensed dismantler under Maryland State law, and that they were purchasing the Vehicles, consistent with its license, for the purposes of dismantling, destroying, or scrapping them.

67. Nu Ride would not have sold the Vehicles to CRI if it had known such representations were false, and justifiably relied on such representations in selling the Vehicles to CRI.

68. CRI's fraudulent inducement resulted in damages to Nu Ride including, without limitation, expending considerable resources finding out whether the representations were false and seeking to ensure CRI abided by its representations.

COUNT IV
(Promissory Estoppel)

69. Nu Ride repeats and realleges the foregoing allegations as though fully set forth herein.

70. In various written and oral communications, including the Affidavits and emails with Mr. Jones, CRI promised to, among other things, "scrap" or "destroy" the Vehicles after purchasing them, and not to use them on the road.

71. Nu Ride reasonably relied on such promises in conveying the Vehicles to CRI with the expectation they would be destroyed and accepting a price for the Vehicles they would not have paid if they knew CRI would not fulfil its promises.

72. As a result of relying on CRI's promises to its detriment Nu Ride suffered damages in an amount to be proven at trial.

COUNT V
(Breach of Covenant of Good Faith and Fair Dealing)

73. Nu Ride repeats and realleges the foregoing allegations as though fully set forth herein.

74. Nu Ride and CRI are parties the Contract.

75. The Contract includes the implied covenant of good faith and fair dealing; specifically the covenant to dismantle or destroy the Vehicles consistent with parties' express written communications, discussions, the VR-454 Affidavits, and CRI's license..

76. Nu Ride performed its obligations under the Contract by conveying the 31 Vehicles to CRI for scrap value and pursuant to the VR-454 Affidavits.

77. CRI breached the Contract, including the implied covenant of good faith and fair dealing, by (without limitation) selling four of the 31 Vehicles as intact, fully operational Endurance trucks, and by repudiating its obligation to dismantle or destroy the remaining Vehicles.

78. By the aforementioned and other conduct, CRI did not act fairly and in good faith.

79. As a result of CRI's breach of the covenant of good faith and fair dealing, Nu Ride incurred damages and costs, including attorneys' fees, in an amount to be determined at trial.

PRAYERS FOR RELIEF

WHEREFORE, by reason of the foregoing, Nu Ride respectfully requests this Court grant the following relief to the extent not inconsistent:

a. On Count I, enter judgment declaring that: the parties formed a contract, the terms of which include CRI's obligation to dismantle, destroy, or scrap the Vehicles; CRI breached that contract; CRI and its agents, affiliates and representatives (including Cohen) may not use or sell the Vehicles as intact operational vehicles; and the Vehicle Decommission Order applies to CRI and its agents, affiliates and representatives (including Cohen);

b. On Count II, enter judgment against CRI, finding that CRI breached the Contract, and award damages and costs as a result of such conduct in an amount to be determined at trial;

c. On Count III, enter judgment against CRI for fraud and award damages and costs as a result of such conduct in an amount to be determined at trial.

d. On Count IV, enter judgment against CRI, finding that Nu Ride reasonably relied on CRI's promises to its detriment, and award damages and costs incurred as a result in an amount to be determined at trial;

e. On Count V, enter judgment against CRI, finding that CRI breached its covenant of good faith and fair dealing with respect to the Contract, and award damages and costs, including attorneys' fees, in an amount to be determined at trial;

f. Enter the following permanent injunctive relief:

i. Order CRI to render the Vehicles inoperable on public roads, as soon as reasonably practical, but in no event later than three days after entry of judgment, and provide a certification and evidence of same; and

ii. Granting such other and further injunctive relief as the Court deems just and proper;

g. Award reasonable costs and expenses incurred in this adversary proceeding, including attorneys' fees;

h. Award punitive damages as a result of CRI's fraud and willful breach of contract; and

i. Grant Nu Ride such other and further relief as the Court deems just and proper.

Dated: October 9, 2024

MORRIS JAMES LLP

/s/ Eric J. Monzo
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Defendant, Nu Ride Inc.

Exhibit 4

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re NU RIDE INC., *et al.*,[1] Reorganized Debtors.	Chapter 11 Case Nos. 23-10831 (MFW), *et seq.* (Jointly Administered)
COHEN RECYCLING, INC., Plaintiff, vs. NU RIDE INC., Defendant.	Adv. Proc. No. _____

COMPLAINT FOR DECLARATORY RELIEF

Plaintiffs Cohen Recycling, Inc. ("Plaintiff"), by its undersigned counsel, hereby files this Complaint for Declaratory Relief against defendant Nu Ride, Inc., formerly known as Lordstown Motor Corp. ("Defendant" or the "Reorganized Debtor"), and in support hereof alleges as follows:

[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: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

INTRODUCTION

1. This is a story of Let the Seller Beware. The Debtor sold uncertificated vehicles to Plaintiff without advising Plaintiff that it was a debtor in bankruptcy and without documenting the transaction beyond the execution (after the fact) of a single-page Maryland DMV form. When the Debtor found out that Plaintiff had begun selling them—in a legal manner—as off-road hobby kits/parts kits, the Debtor had seller's remorse and demanded that Plaintiff cease and desist. Only at that time did the Debtor reveal that it was a debtor in bankruptcy, and it threatened to obtain relief against Plaintiff from this Court if Plaintiff did not destroy the vehicles at its own expense—which would have defeated the entire purpose of the transaction.

2. This Court should not get involved in how Plaintiff uses the scrapped vehicles that it purchased from the Debtor. The privileges and rights of a non-debtor automotive-recycler over off-road vehicles are not within the purview of this Court's function overseeing a debtor in bankruptcy, especially because (although not limited to the fact that) the Debtor had not disclosed its bankruptcy to Plaintiff at the time of the sale or made Plaintiff aware of any order that allegedly pertains to such sale. Moreover, the Debtor does not even have standing to enforce or challenge those privileges and rights, as there is no contract or statute conferring such standing. Because the Debtor has raised threats of liability and

judicial action, the Court should therefore declare that Plaintiff may use, dispose, or sell (for parts or otherwise) the vehicles for any lawful purpose under Maryland law and that the Debtor has no standing or right to interfere with such use.

PARTIES

3. Plaintiff is a corporation organized under the laws of the State of Maryland, whose principal place of business is located in the State of Maryland.

4. Upon information and belief, Defendant is a corporation organized and existing under the laws of the State of Delaware.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter pursuant to 11 U.S.C. §§ 1334(a) and 157(b).

6. This is a core proceeding pursuant to 11 U.S.C. § 157(b)(2)(A), (N), and (O).

7. Plaintiff consents to the entry of final orders or judgments by this Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

8. Venue of this adversary proceeding is proper pursuant to 11 U.S.C. § 1409(a).

9. The predicates for the relief requested in this Complaint are 11 U.S.C. § 105(a), 28 U.S.C. § 2201, and Fed. R. Bankr. P. 7001(7) and (9).

FACTS COMMON TO ALL COUNTS

10. On June 27, 2023 (the "Petition Date"), Lordstown Motors Corp. and its affiliated debtors (the "Debtors"), including but not limited to Defendant, filed voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the "Court") commencing the above-referenced bankruptcy cases (the "Chapter 11 Cases"), which are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

11. Plaintiff operates a full service auto recycling business serving the Washington, D.C., metropolitan area for over 40 years, as part of a group of companies that sell, repair, and build custom vehicles and harvest parts for resale.

12. Among other things, Plaintiff is a licensed Automotive Dismantler and Recycler under Maryland law.

13. As part of its business, Plaintiff sells vehicles (and parts from vehicles), including vehicles that cannot be re-titled and are not intended for use on public roads, and in those instances, it discloses this limitation to purchasers.

14. On or about December 22, 2023, the Reorganized Debtor approached Plaintiff with a proposal to sell to Plaintiff thirty-one (31) Endurance vehicles (the "Vehicles").

15. Plaintiff and the Reorganized Debtor agreed that Plaintiff would purchase the Vehicles for $12,400 (the "Purchase Price"), to be towed by Plaintiff to its own facility from Washington, D.C., at Plaintiff's expense.

16. In accordance with that agreement, Plaintiff paid the Purchase Price to the Reorganized Debtor and towed the Vehicles at its expense.

17. At the time of the Purchase, Plaintiff understood orally from the Debtor that the Vehicles were not street-legal and should not be operated on public roads, but Plaintiff did not agree to any other conditions or limitations on the use or application of the Vehicles or their parts.

18. The Debtors understood that the Vehicles might be dismantled for parts and even made references to potential customers that might be calling for parts.

19. The parties did not execute an agreement of sale for the Vehicles. After the fact, the parties completed a one-page Maryland Form VR-454 for each of the Vehicles.

20. The Form VR-454s contained various representations by the Reorganized Debtor regarding the purpose of the transfers, specifically "for purposes of dismantling, destroying or scrapping" the respective Vehicles.

21. The Form VR-454s do not contain representations by Plaintiff, other than "affirm[ing] to the best of my knowledge and belief that I have complied with all applicable Federal and State laws."

22. At no time before this transaction was complete did the Debtor make Plaintiff aware that the Debtor was a debtor in bankruptcy.

23. Under Maryland law, an Automotive Dismantler and Recycler that is dismantling, destroying or scrapping a vehicle can legally take various acts, which might include (but is not limited to) removing certain parts and selling them to third parties.

24. An Automotive Dismantler and Recycler may also sell vehicles to third-parties for the purpose of dismantling, destroying or scrapping it.

25. Subsequent to payment of the Purchase Price and Plaintiff's towing the Vehicles to storage, Plaintiff identified that one legal and profitable method of recycling, scrapping, and/or dismantling them would be to sell them or their parts to third parties as off-road hot rod projects.

26. Plaintiff therefore began the process of marketing them for this purpose.

27. Consistent with applicable law, Plaintiff fully disclosed in all marketing that the Vehicles were not titled, were not roadworthy, and should not be operated on public roads.

28. Prior to the Reorganized Debtor's attempted intervention described below, Plaintiff had already sold four (4) of the Vehicles – two that appeared capable of being started, and two that were not.

29. When Plaintiff provided bills of sales they were specific that the Vehicles were being sold "For Parts Only" and that there would be "No Title."

30. The bills of sale also stated that the Vehicles were "Sold As Is" with "No Warranty" and did not suggest that any third parties (such as the Reorganized Debtor) warranted them in any way.

31. Plaintiff did not suggest in any way that it was selling the Vehicles on behalf of the Reorganized Debtor or as agent for the Reorganized Debtor.

32. On or about June 5, 2024, the Reorganized Debtor's counsel sent a letter to Plaintiff and demanded that Plaintiff cease and desist all sales of the Vehicles, threatening legal action if Plaintiff did not comply.

33. The Reorganized Debtor further demanded that Plaintiff provide it with the contact information of any buyers of Vehicles that Plaintiff had already sold.

34. The Reorganized Debtor further demanded that Plaintiff destroy the Vehicles.

35. It was in this communication that Plaintiff first became aware that the Reorganized Debtor was a debtor in bankruptcy.

36. Plaintiff is entitled to use the Vehicles that it purchased from the Reorganized Debtor to the extent permitted under applicable non-bankruptcy law.

37. The Reorganized Debtor was aware or reasonably should have been aware that Mr. Cohen's business included tinkering with, modifying, and reselling unique vehicles, and it should reasonably have anticipated that Plaintiff might choose to do that with the Vehicles.

38. If the Reorganized Debtor had determined that it was appropriate to sell the Vehicles subject to conditions and/or limitations, those conditions and/or limitations should have been included in a mutually agreeable signed contract.

39. There are no contractual, statutory, or regulatory limitations upon Plaintiff's right to resell the Vehicles so long as they are not being sold as street vehicles.

40. There are no contractual, statutory, or regulatory authorities requiring Plaintiff to destroy the Vehicles.

41. There are no contractual, statutory, or regulatory authorities requiring Plaintiff to police the further use or resale of the Vehicles by lawful purchasers of the Vehicles after they have been sold.

42. To the extent that any statutory or regulatory authorities otherwise limit Plaintiff's right to use or resell the Vehicles, there is no provision conferring standing upon the Reorganized Debtor to enforce such limitations.

43. In the June 5, 2024 letter, the Reorganized Debtor also attached a copy of this Court's Order (I) Authorizing, But Not Directing, The Debtors To Repurchase Endurance Trucks From Customers, And (II) Granting Related Relief (Docket No. 790 in the Chapter 11 Cases) (the "Repurchase Order").

44. The only alleged limitation in the Repurchase Order that might affect Plaintiff's disposition of the Vehicles is that the Vehicles "will be decommissioned and not resold to any third-party that intends to use vehicle [sic] for an on-road purpose." Repurchase Order ¶ 4.

45. Plaintiff submits that its use of the Vehicles is not in violation of ¶ 4 of the Repurchase Order because (i) the Vehicles were taken out of street use, (ii) Plaintiff does not intend to use the Vehicles for an on-road purpose, and (iii) to the extent that Plaintiff has sold or intends to continue selling the Vehicles, they will be sold only to buyers that did not and do not intend to use them for an on-road purpose.

46. In addition, Plaintiff did not have due process with respect to the Repurchase Order, as it lacked any actual, constructive, or other notice of the Repurchase Order, the motion seeking the Repurchase Order, or even the bankruptcy case at the time the Vehicles were purchased.

47. At the time it purchased the Vehicles from the Reorganized Debtor, Plaintiff acted in reliance upon the non-existence of further conditions or

limitations upon the Vehicles' use and resale when determining whether to purchase them, for what price, and other economic terms (such as the expense of towing, storage, etc.).

48. This is especially true insofar as the Reorganized Debtor did not disclose to Plaintiff that it was a debtor in bankruptcy, much less that the Repurchase Order had been entered by the Court.

49. The Repurchase Order is therefore not binding on Plaintiff, even if any part of it would otherwise limit Plaintiff's use and sale of the Vehicles.

50. Plaintiff has accrued substantial burden as a result of the purchase and the Defendant's subsequent acts, including but not limited to payment of the Purchase Price, towing expense, storing the Vehicles for over 6 months, and storage and disposal of the hazmat batteries.

51. Defendant's demands interfere with Plaintiff's permitted use of the Vehicles.

52. Even if Defendant were hypothetically correct that it has standing to enforce limitations upon Plaintiff's use of the Vehicles, then this may impact Plaintiff's disposition of the remaining Vehicles in its possession.

COUNT ONE
(Declaratory Relief)

53. Plaintiff incorporates all preceding paragraphs into this count as if fully re-alleged herein.

54. Plaintiff is the rightful owner of the Vehicles.

55. In selling the Vehicles to Plaintiff, Defendant did not reserve any contractual condition or limitation upon Plaintiff's use or sale of the Vehicles after the purchase that it might enforce against Plaintiff.

56. Absent such a contractual condition or limitation, Defendant has no right to demand that Plaintiff destroy the Vehicles, use them (or not use them) in specific ways, or sell or refrain from selling them.

57. Plaintiff's intentions for the disposition of the remaining Vehicles, Defendant's threats of legal action, and the costs that Plaintiff continue to incur while these issues are resolved make it appropriate for the Court to grant declaratory relief consistent with the foregoing.

58. Plaintiff does not have an adequate remedy at law.

WHEREFORE, Plaintiff requests that this Honorable Court enter an order of judgment:

(A) Declaring that (i) Plaintiff owns the Vehicles free and clear of all interests and rights of the Reorganized Debtor, and (ii) Plaintiff is permitted to keep, use, and/or sell the Vehicles free of all interference

by the Reorganized Debtor, to the extent permitted by applicable non-bankruptcy law; and

(B) Declaring that (i) Defendant has no interest in the Vehicles, and (ii) Defendant has no right or standing to assert any condition or limitation upon Plaintiff's use or sale of the Vehicles; and

(C) Granting Plaintiff such further relief as this Court deems just and proper.

Dated: September 5, 2024
Wilmington, Delaware

Respectfully submitted,

HILLER LAW, LLC

/s/ Adam Hiller

Adam Hiller (DE No. 4105)
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-and-

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Attorneys for Plaintiff

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re NU RIDE INC., *et al.*,[1] Reorganized Debtors.	Chapter 11 Case Nos. 23-10831 (MFW), *et seq.* (Jointly Administered)
COHEN RECYCLING, INC., Plaintiff, vs. NU RIDE INC., Defendant.	Adv. Proc. No. _____

NOTICE OF DISPUTE RESOLUTION ALTERNATIVES

As party to litigation you have a right to adjudication of your matter by a judge of this Court. Settlement of your case, however, can often produce a resolution more quickly than appearing before a judge. Additionally, settlement can also reduce the expense, inconvenience, and uncertainty of litigation.

There are dispute resolution structures, other than litigation, that can lead to resolving your case. Alternative Dispute Resolution (ADR) is offered through a program established by this Court. The use of these services are often productive and effective in settling disputes. **The purpose of this Notice is to furnish general information about ADR.**

[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: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

The ADR structures used most often are mediation, early-neutral evaluation, mediation/arbitration and arbitration. In each, the process is presided over by an impartial third party, called the "neutral".

In mediation and early neutral evaluation, an experienced neutral has no power to impose a settlement on you. It fosters an environment where offers can be discussed and exchanged. In the process, together, you and your attorney will be involved in weighing settlement proposals and crafting a settlement. The Court in its Local Rules requires all ADR processes, except threat of a potential criminal action, to be confidential. You will not be prejudiced in the event a settlement is not achieved because the presiding judge will not be advised of the content of any of your settlement discussions.

Mediation/arbitration is a process where you submit to mediation and, if it is unsuccessful, agree that the mediator will act as an arbitrator. At that point, the process is the same as arbitration. You, through your counsel, will present evidence to a neutral, who issues a decision. If the matter in controversy arises in the main bankruptcy case or arises from a subsidiary issue in an adversary proceeding, the arbitration, though voluntary, may be binding. If a party requests *de novo* review of an arbitration award, the judge will rehear the case.

Your attorney can provide you with additional information about ADR and advise you as to whether and when ADR might be helpful in your case.

Date: September 5, 2024

/s/ Una O'Boyle
Clerk of Court

Exhibit 5

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re NU RIDE INC., *et al.*,[1] Reorganized Debtors.	Chapter 11 Case Nos. 23-10831 (MFW), *et seq.* (Jointly Administered)
COHEN RECYCLING, INC., Plaintiff, vs. NU RIDE INC. and FOXCONN EV TECHNOLOGY, INC., and FOXCONN EV SYSTEM LLC, Defendants.	Adv. Proc. No. 24-50127-MFW

FIRST AMENDED COMPLAINT FOR DECLARATORY RELIEF

Plaintiffs Cohen Recycling, Inc. ("Plaintiff"), by its undersigned counsel, hereby files this First Amended Complaint for Declaratory Relief against

[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: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

defendant Nu Ride, Inc., formerly known as Lordstown Motor Corp. ("Defendant" or the "Reorganized Debtor"), Foxconn EV Technology, Inc. and Foxconn EV System LLC (with Foxconn EV Technology, Inc., "Foxconn"), and in support hereof alleges as follows:

INTRODUCTION

1. This is a story of Let the Seller Beware. The Debtor sold uncertificated vehicles to Plaintiff without advising Plaintiff that it was purportedly selling them in accordance with an order of Court in its bankruptcy and without documenting the transaction beyond the execution (after the fact) of a single-page Maryland DMV form. When the Debtor found out that Plaintiff had begun marketing and selling them—in a legal manner—as off-road hobby kits/parts kits and for parts, the Debtor had seller's remorse and demanded that Plaintiff cease and desist. Only at that time did the Debtor reveal that it interpreted an undisclosed order of the Bankruptcy Court to apply to the sale, and it threatened to obtain relief against Plaintiff from this Court if Plaintiff did not destroy the vehicles at its own expense—which would have defeated the entire purpose of the transaction.

2. This Court should not get involved in how Plaintiff uses the scrapped vehicles that it purchased from the Debtor. The privileges and rights of a non-debtor automotive-recycler over off-road vehicles are not within the purview of this Court's function overseeing a debtor in bankruptcy, especially because

(although not limited to the fact that) the Debtor had not made Plaintiff aware of any order that allegedly pertains to such sale. Moreover, the Debtor does not even have standing to enforce or challenge those privileges and rights, as there is no contract or statute conferring such standing and the Debtor has shown no harm. Because the Debtor has raised threats of liability and judicial action, the Court should therefore declare that Plaintiff may use, dispose, or sell (for parts or otherwise) the vehicles for any lawful purpose under Maryland law and that the Debtor has no standing or right to interfere with such use.

3. Although Foxconn played no known role in the transaction between Plaintiff and the Debtor, Foxconn joined in a Motion For (A) Entry of an Order Enforcing the Vehicle Decommission Order and (B) For Related Relief (main case Docket No. 1314) filed by the Reorganized Debtors in connection with substantially the same issues that were raised in this adversary proceeding. Foxconn has therefore been made a party to ensure that the Court's holdings in this adversary proceeding are binding upon Foxconn.

PARTIES

4. Plaintiff is a corporation organized under the laws of the State of Maryland, whose principal place of business is located in the State of Maryland.

5. Upon information and belief, Defendant is a corporation organized and existing under the laws of the State of Delaware.

6. Upon information and belief, Foxconn EV Technology, Inc. and Foxconn EV System LLC are entities formed or incorporated under the laws of the State of Ohio.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this matter pursuant to 11 U.S.C. §§ 1334(a) and 157(b).

8. This is a core proceeding pursuant to 11 U.S.C. § 157(b)(2)(A), (N), and (O).

9. Plaintiff consents to the entry of final orders or judgments by this Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

10. Venue of this adversary proceeding is proper pursuant to 11 U.S.C. § 1409(a).

11. The predicates for the relief requested in this Complaint are 11 U.S.C. § 105(a), 28 U.S.C. § 2201, and Fed. R. Bankr. P. 7001(7) and (9).

FACTS COMMON TO ALL COUNTS

12. On June 27, 2023 (the "Petition Date"), Lordstown Motors Corp. and its affiliated debtors (the "Debtors"), including but not limited to Defendant, filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court") commencing the above-referenced bankruptcy cases (the "Chapter 11 Cases"), which are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

13. Plaintiff operates a full service auto recycling business serving the Washington, D.C., metropolitan area for over 40 years, as part of a group of companies that sell, repair, and build custom vehicles and harvest parts for resale.

14. Among other things, Plaintiff is a licensed Automotive Dismantler and Recycler under Maryland law.

15. As part of its business, Plaintiff sells vehicles (and parts from vehicles), including vehicles that cannot be re-titled and are not intended for use on public roads, and in those instances, it discloses this limitation to purchasers.

16. On or about December 22, 2023, the Reorganized Debtor approached Plaintiff with a proposal to sell to Plaintiff thirty-one (31) Endurance vehicles (the "Vehicles").

17. Plaintiff and the Reorganized Debtor agreed that Plaintiff would purchase the Vehicles for $12,400 (the "Purchase Price"), to be towed by Plaintiff to its own facility from Washington, D.C., at Plaintiff's expense.

18. In accordance with that agreement, Plaintiff paid the Purchase Price to the Reorganized Debtor and towed the Vehicles at its expense.

19. At the time of the Purchase, Plaintiff understood orally from the Debtor that the Vehicles were not street-legal and should not be operated on public roads, but Plaintiff did not agree to any other conditions or limitations on the use or application of the Vehicles or their parts.

20. The Debtors understood that the Vehicles might be dismantled for parts and even made references to potential customers that might be calling for parts.

21. The parties did not execute an agreement of sale for the Vehicles.

22. The parties completed a one-page Maryland Form VR-454 for each of the Vehicles.

23. The Form VR-454s contained various representations by the Reorganized Debtor regarding the purpose of the transfers, specifically "for purposes of dismantling, destroying or scrapping" the respective Vehicles.

24. The Form VR-454s do not contain representations by Plaintiff, other than "affirm[ing] to the best of my knowledge and belief that I have complied with all applicable Federal and State laws."

25. At no time before this transaction was complete did the Debtor make Plaintiff aware that the Debtor believed or asserted that the sale was governed by, subject to, or otherwise limited by an Order of the Bankruptcy Court.

26. Under Maryland law, an Automotive Dismantler and Recycler that is dismantling, destroying or scrapping a vehicle can legally take various acts, which might include (but is not limited to) removing certain parts and selling them to third parties.

27. An Automotive Dismantler and Recycler may also sell vehicles to third-parties for the purpose of dismantling, destroying or scrapping them.

28. Subsequent to payment of the Purchase Price and Plaintiff's towing the Vehicles to storage, Plaintiff identified that one legal and profitable method of recycling, scrapping, and/or dismantling them would be to sell them or their parts to third parties as off-road hot rod projects.

29. Plaintiff therefore began the process of marketing them for this purpose.

30. Consistent with applicable law, Plaintiff fully disclosed in all marketing that the Vehicles were not titled, were not roadworthy, and should not be operated on public roads.

31. Prior to the Reorganized Debtor's attempted intervention described below, Plaintiff had already sold two (2) of the Vehicles to a third party.

32. When Plaintiff provided bills of sales they were specific that the Vehicles were being sold "For Parts Only" and that there would be "No Title."

33. The bills of sale also stated that the Vehicles were "Sold As Is" with "No Warranty" and did not suggest that any third parties (such as the Reorganized Debtor) warranted them in any way.

34. Plaintiff did not suggest in any way that it was selling the Vehicles on behalf of the Reorganized Debtor or as agent for the Reorganized Debtor.

35. Among the remaining Vehicles, two have been disassembled and one is in the process of disassembly.

36. On or about June 5, 2024, the Reorganized Debtor's counsel sent a letter to Plaintiff and demanded that Plaintiff cease and desist all sales of the Vehicles, threatening legal action if Plaintiff did not comply.

37. The Reorganized Debtor further demanded that Plaintiff provide it with the contact information of any buyers of Vehicles that Plaintiff had already sold.

38. The Reorganized Debtor further demanded that Plaintiff destroy the Vehicles.

39. It was in this communication that Plaintiff first became aware that the Reorganized Debtor believes or asserts that Plaintiff's purchase of the Vehicles from the Debtor were governed by, subject to, or otherwise limited by an order of the Bankruptcy Court.

40. Plaintiff is entitled to use the Vehicles that it purchased from the Reorganized Debtor to the extent permitted under applicable non-bankruptcy law.

41. The Reorganized Debtor was aware or reasonably should have been aware that Mr. Cohen's business included tinkering with, modifying, and reselling unique vehicles, and it should reasonably have anticipated that Plaintiff might choose to do that with the Vehicles.

42. If the Reorganized Debtor had determined that it was appropriate to sell the Vehicles subject to conditions and/or limitations, those conditions and/or limitations should have been included in a mutually agreeable signed contract.

43. There are no contractual, statutory, or regulatory limitations upon Plaintiff's right to resell the Vehicles so long as they are not being sold as street vehicles.

44. There are no contractual, statutory, or regulatory authorities requiring Plaintiff to destroy the Vehicles.

45. There are no contractual, statutory, or regulatory authorities requiring Plaintiff to police the further use or resale of the Vehicles by lawful purchasers of the Vehicles after they have been sold.

46. To the extent that any statutory or regulatory authorities otherwise limit Plaintiff's right to use or resell the Vehicles, there is no provision conferring standing upon the Reorganized Debtor to enforce such limitations.

47. In the June 5, 2024 letter, the Reorganized Debtor also attached a copy of this Court's Order (I) Authorizing, But Not Directing, The Debtors To Repurchase Endurance Trucks From Customers, And (II) Granting Related Relief (Docket No. 790 in the Chapter 11 Cases) (the "Repurchase Order").

48. The only alleged limitation in the Repurchase Order that might affect Plaintiff's disposition of the Vehicles is that the Vehicles "will be decommissioned and not resold to any third-party that intends to use vehicle [sic] for an on-road purpose." Repurchase Order ¶ 4.

49. Plaintiff submits that, even if this language applies to Plaintiff, its use of the Vehicles is not in violation of ¶ 4 of the Repurchase Order because (i) the Vehicles were taken out of street use, (ii) Plaintiff does not intend to use the Vehicles for an on-road purpose, and (iii) to the extent that Plaintiff has sold or intends to continue selling the Vehicles, they will be sold only to buyers that did not and do not intend to use them for an on-road purpose.

50. In addition, Plaintiff did not have due process with respect to the Repurchase Order, as it lacked any actual, constructive, or other notice of the Repurchase Order or the motion seeking the Repurchase Order at the time the Vehicles were purchased.

51. At the time it purchased the Vehicles from the Reorganized Debtor, Plaintiff acted in reliance upon the non-existence of further conditions or limitations upon the Vehicles' use and resale when determining whether to purchase them, for what price, and other economic terms (such as the expense of towing, storage, etc.).

52. This is especially true insofar as the Reorganized Debtor did not disclose to Plaintiff its position that the sale was allegedly governed by, subject to, or otherwise limited by the Repurchase Order.

53. The Repurchase Order is therefore not binding on Plaintiff, even if any part of it would otherwise limit Plaintiff's use and sale of the Vehicles.

54. Plaintiff has accrued substantial burden as a result of the purchase and the Defendant's subsequent acts, including but not limited to payment of the Purchase Price, towing expense, storing the Vehicles for over 6 months, and storage and disposal of the hazmat batteries.

55. Defendant's demands interfere with Plaintiff's permitted use of the Vehicles.

56. Even if Defendant were hypothetically correct that it has standing to enforce limitations upon Plaintiff's use of the Vehicles, then this may impact Plaintiff's disposition of the remaining Vehicles in its possession.

COUNT ONE
(Declaratory Relief)

57. Plaintiff incorporates all preceding paragraphs into this count as if fully re-alleged herein.

58. Plaintiff is the rightful owner of the Vehicles.

59. In selling the Vehicles to Plaintiff, Defendant did not reserve any contractual condition or limitation upon Plaintiff's use or sale of the Vehicles after the purchase that it might enforce against Plaintiff.

60. Absent such a contractual condition or limitation, Defendant has no right to demand that Plaintiff destroy the Vehicles, use them (or not use them) in specific ways, or sell or refrain from selling them.

61. Plaintiff's intentions for the disposition of the remaining Vehicles, Defendant's threats of legal action, and the costs that Plaintiff continue to incur while these issues are resolved make it appropriate for the Court to grant declaratory relief consistent with the foregoing.

62. Plaintiff does not have an adequate remedy at law.

WHEREFORE, Plaintiff requests that this Honorable Court enter an order of judgment:

(A) Declaring that (i) Plaintiff owns the Vehicles free and clear of all interests and rights of the Reorganized Debtor, and (ii) Plaintiff is permitted to keep, use, and/or sell the Vehicles free of all interference by the Reorganized Debtor, to the extent permitted by applicable non-bankruptcy law; and

(B) Declaring that (i) Defendant has no interest in the Vehicles, and (ii) Defendant has no right or standing to assert any condition or limitation upon Plaintiff's use or sale of the Vehicles; and

(C) Granting Plaintiff such further relief as this Court deems just and proper.

Dated: September 26, 2024
Wilmington, Delaware

Respectfully submitted,

HILLER LAW, LLC

/s/ Adam Hiller

Adam Hiller (DE No. 4105)
300 Delaware Avenue, Suite 210, #227
Wilmington, Delaware 19801
(302) 442-7677 telephone
ahiller@adamhillerlaw.com

-and-

Jeff Goldstein, Esquire
Law Office of Jeffrey D. Goldstein, LLC
9211 Corporate Boulevard, Suite 350
Rockville, Maryland 20850
(301) 838-7047 telephone
Jeff@Rockvillelaw.com

Attorneys for Plaintiff

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
NU RIDE INC., *et al.*,[1]	Case Nos. 23-10831 (MFW), *et seq.*
Reorganized Debtors.	(Jointly Administered)

DECLARATION OF ANDREW COHEN IN SUPPORT OF FIRST AMENDED COMPLAINT FOR DECLARATORY RELIEF

Andrew Cohen, being over the age of eighteen years and having knowledge of the facts set forth herein, declares in accordance with 28 U.S.C. § 1746 that he has reviewed the attached First Amended Complaint, and the facts set forth therein are true to the best of his knowledge, information, and belief.

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT ON PERSONAL KNOWLEDGE.

9/26/24
Date

Andrew Cohen

[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: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I caused copies of the foregoing First Amended Complaint for Declaratory Relief to be served via electronic mail upon:

Name	Email address
Eric Monzo	EMonzo@morrisjames.com
Tara C. Pakrouh	TPakrouh@morrisjames.com
Robert J. Stark	RStark@brownrudnick.com
Hayden A. Miller	HMiller@brownrudnick.com
Echo Qian	Eqian@morrisnichols.com

Dated: September 26, 2024
Wilmington, Delaware

/s/ Adam Hiller

Adam Hiller (DE No. 4105)
HILLER LAW, LLC
300 Delaware Avenue, Suite 210, #227
Wilmington, Delaware 19801
(302) 442-7677 telephone

Exhibit 6

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
NU RIDE INC., *et al.*,[1]	Case Nos. 23-10831 (MFW), *et seq.*
Reorganized Debtors.	(Jointly Administered)

DECLARATION OF ANDREW COHEN IN SUPPORT OF PRELIMINARY OBJECTION TO MOTION FOR (A) ENTRY OF AN ORDER ENFORCING THE VEHICLE DECOMMISSION ORDER AND (B) FOR RELATED RELIEF

Andrew Cohen, being over the age of eighteen years and having knowledge of the facts set forth herein, declares as follows in accordance with 28 U.S.C. § 1746:

1. I am owner of Cohen Recycling, Inc. ("Cohen Recycling"). This declaration has been executed in support of Cohen Recycling, Inc.'s Request For Abstention In Connection With, And Preliminary Objection To, Post-Effective Date Debtors' Motion For (A) Entry Of An Order Enforcing The Vehicle Decommission Order And (B) For Related Relief, and no other use of this declaration is authorized by me. Except where expressly indicated, the facts set

[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: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

EXHIBIT A

forth herein are based upon my personal knowledge and/or my review of Cohen Recycling's books and records, of which I am a custodian.

2. CRI operates a full service auto recycling business serving the Washington, D.C., metropolitan area for over 40 years, as part of a group of companies that sell, repair, and build custom vehicles and harvest parts for resale. Among other things, CRI is a licensed Automotive Dismantler and Recycler under Maryland law.

3. As part of its business, CRI sells vehicles (and parts from vehicles), including vehicles that cannot be re-titled and are not intended for use on public roads, and in those instances, it discloses this limitation to purchasers.

4. On or about December 22, 2023, debtor Nu Ride, Inc. (the "Reorganized Debtor") approached CRI with a proposal to sell thirty-one (31) Endurance vehicles (the "Vehicles"). CRI and the Reorganized Debtor agreed that CRI would purchase the Vehicles for $12,400 (the "Purchase Price"), to be towed by CRI to its own facility from Washington, D.C., at CRI's expense.

5. It is important to note that all discussions at that time were for CRI to "buy" or "purchase" the Vehicles. At no time did the Reorganized Debtor suggest that it was hiring CRI to destroy, disassemble, decommission, or do anything else to the Vehicles. The only other term that the Reorganized Debtor's agents used was "scrapped."

6. In accordance with that oral agreement, CRI paid the Purchase Price to the Reorganized Debtor and towed the Vehicles at its expense.

7. At the time of the Purchase, CRI understood orally from the Debtor that the Vehicles were not street-legal and should not be operated on public roads, but CRI did not agree to any conditions or limitations on the use or application of the Vehicles or their parts.

8. At the time of these discussions, the Reorganized Debtor understood that the Vehicles might be dismantled for parts and even made references to potential customers that might be calling for parts. In fact, the Reorganized Debtor facilitated communications between CRI and third parties that might want to get parts from them.

9. As noted above, the parties did not execute an agreement of sale for the Vehicles. The parties completed a one-page Maryland Form VR-454 for each of the Vehicles, a sample of which is attached to the declaration of William Gallagher filed by the Debtors in support of their Motion (the "Gallagher Declaration") as Exhibit C.

10. The Form VR-454s contain various representations by the Reorganized Debtor regarding the purpose of the transfers, specifically "for purposes of dismantling, destroying or scrapping" the respective Vehicles.

11. Subsequent to consummation of the purchase, CRI identified that one legal and profitable method of recycling, scrapping, and/or dismantling them would be to sell them or their parts to third parties as off-road hot rod projects. CRI therefore began the process of marketing them for this purpose.

12. Consistent with applicable law, CRI fully disclosed in all marketing that the Vehicles were not titled, were not roadworthy, and should not be operated on public roads.

13. Prior to the Reorganized Debtor's attempted intervention described below, CRI had already sold two (2) of the Vehicles via an individual named Michael Ahn. Mr. Ahn marketed the Vehicles and found a buyer: Ford Automotive. When CRI provided bills of sales to that buyer, they were specific that the Vehicles were being sold "For Parts Only" and that there would be "No Title." **Exhibit A-1** to this Declaration is a true and correct bill of sale to that buyer for each of the two Vehicles.

14. The bills of sale also stated that the Vehicles were "Sold As Is" with "No Warranty" and did not suggest that any third parties (such as the Reorganized Debtor) warranted them in any way.

15. CRI did not suggest in any way that it was selling the Vehicles on behalf of the Reorganized Debtor or as agent for the Reorganized Debtor.

16. As of September 25, 2024, the status of the Vehicles was as follows:

(A) Two (VIN Numbers: 7NYLEWFA0PM001056 and 7NYLEWFA3PM001035) were sold on April 10, 2024 (in a transaction arranged by Michael Ahn) to Ford Automotive via Bills of Sale that show that they were sold: "As Is. No Warranty. No Title. For Parts Only."

(B) Two (VIN Numbers: 7NYLEWFA7PM001040 and 7NYLEWFA7PM001042) were used by me and my staff (to test them) on private property that I control in Montgomery County, Maryland (and not on the public road), and then disassembled.

(C) One (VIN Number: 7NYLEWFAXPM001002) has been transported from Cohen Recycling's facility at 26100 Woodfield Road, Damascus, MD 20872 to its facility at 4511 Tanglewood Drive, Bladensburg, MD 20710, where it is being disassembled.

(D) The remaining 27 vehicles remain at Cohen Recycling's facility at 26100 Woodfield Road, Damascus, MD 20872. Their batteries are dead and they do not run.

17. On or about June 5, 2024, the Reorganized Debtor's counsel sent a letter to me demanding, among other things, that CRI cease and desist all sales of the Vehicles. It was in this communication that CRI first became aware of this Court's Order (I) Authorizing, But Not Directing, the Debtors to Repurchase Endurance Trucks from Customers, and (II) Granting Related Relief (Docket No. 731) (the "Repurchase Order"), which had been entered on November 22, 2023.

18. Thereafter, counsel for CRI and the Reorganized Debtor entered into negotiations, which were ultimately unsuccessful. This left CRI with a pending threat by the Reorganized Debtor of lawsuits if it continued to sell the Vehicles in whole or in part. Thus, on September 5, 2024, CRI filed a one-count Complaint for

Declaratory Relief in this Court against the Reorganized Debtor, commencing the Adversary Proceeding.

19. I agree that the Vehicles will not be driven on public roads and that their parts will not be sold until the Bankruptcy Court resolves Cohen Recycling, Inc.'s Adversary Complaint in the bankruptcy case and Nu Ride Inc.'s motion to compel in the main bankruptcy case, except with approval of the Bankruptcy Court, or the written consent of Nu Ride Inc. or its counsel.

20. I reserve the right to supplement, amend, or correct any aspect of this declaration if I later determine it is necessary or appropriate to do so.

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT ON PERSONAL KNOWLEDGE.

9/26/24
Date

Andrew Cohen

MDOT MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION

VR-181 (03-18)

Bill of Sale

If this form is used to establish the purchase price of your vehicle, a notary is required.

Please describe the vehicle being sold

Year	Make	Model
2023	LORDSTOWN	ENDURANCE

Body Style	Vehicle Identification Number
TRUCK	7NYLEWFA3PM001035

I/We do hereby sell to:

Name of buyer(s) FORD AUTOMOTIVE 2931 RIDGE ROAD 101 - 197, ROCKWALL, TX 75032

For the total sum of $ 24,000.00, which has been received. This sum represents the mutually agreed upon purchase price of the vehicle, between both the buyer(s) and the seller(s). The reason the vehicle may be purchased for a price less than the fair market value is as follows.

THIS VEHICLE IS SOLD AS IS. NO WARRANTY. NO TITLE. FOR PARTS ONLY.

To the best of my knowledge, the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

odometer reading 931 (no tenths)

☐ 1. The mileage is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage.

Warning- Odometer Discrepancy

Please notarize your sale. A second space is provided for notarizing an additional party to the transaction who may not be present at the initial notarization. It is not necessary to require two notaries if one will suffice for all parties.

I/we certify under penalty of perjury, that the statements made are true and correct to the best of my/our knowledge, information and belief. I understand that giving a false statement(s) is a misdemeanor and subject to fines not exceeding $500, imprisonment for not more than 2 months, or both.

This 10TH **day of** APRIL **(year)** 2024

Seller(s) signature(s)

Seller(s) printed name(s)

COHEN RECYCLING INC / ANDREW COHEN

Subscribed and sworn to before me:

This _____ **day of** _____ **(year)** _____

Notary Public signature

Notary Public printed name

My Commission Expires _____

Place Seal Here

This 10TH **day of** APRIL **(year)** 2024

Buyer(s) signature(s)

Buyer(s) printed name(s)

Subscribed and sworn to before me:

This _____ **day of** _____ **(year)** _____

Notary Public signature

Notary Public printed name

My Commission Expires _____

Place Seal Here

6601 Ritchie Highway, N.E., Glen Burnie, Maryland 21062
For more information visit our website at **www.mva.maryland.gov**, call **410-768-7000** or TTY for the hearing impaired: **1-800-492-4575**.

EXHIBIT A-1

MDOT MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION

VR-181 (03-18)

Bill of Sale

If this form is used to establish the purchase price of your vehicle, a notary is required.

Please describe the vehicle being sold

Year	Make	Model
2023	LORDSTOWN	ENDURANCE

Body Style	Vehicle Identification Number
TRUCK	7NYLEWFA0PM001056

I/We do hereby sell to:

Name of buyer(s) FORD AUTOMOTIVE 2931 RIDGE ROAD 101 - 197, ROCKWALL, TX 75032

For the total sum of $ 24,000.00, which has been received. This sum represents the mutually agreed upon purchase price of the vehicle, between both the buyer(s) and the seller(s). The reason the vehicle may be purchased for a price less than the fair market value is as follows.

THIS VEHICLE IS SOLD AS IS. NO WARRANTY. NO TITLE. FOR PARTS ONLY.

To the best of my knowledge, the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

odometer reading 433 (no tenths)

☐ 1. The mileage is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage.

Warning- Odometer Discrepancy

Please notarize your sale. A second space is provided for notarizing an additional party to the transaction who may not be present at the initial notarization. It is not necessary to require two notaries if one will suffice for all parties.

I/we certify under penalty of perjury, that the statements made are true and correct to the best of my/our knowledge, information and belief. I understand that giving a false statement(s) is a misdemeanor and subject to fines not exceeding $500, imprisonment for not more than 2 months, or both.

This 10TH **day of** APRIL **(year)** 2024

Seller(s) signature(s)

Seller(s) printed name(s)

COHEN RECYCLING INC / ANDREW COHEN

Subscribed and sworn to before me:

This _____ **day of** _____ **(year)** _____

Notary Public signature

Notary Public printed name

My Commission Expires _____

Place Seal Here

This 10TH **day of** APRIL **(year)** 2024

Buyer(s) signature(s)

Buyer(s) printed name(s)

Subscribed and sworn to before me:

This _____ **day of** _____ **(year)** _____

Notary Public signature

Notary Public printed name

My Commission Expires _____

Place Seal Here

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I caused copies of the foregoing Request For Abstention In Connection With, And Preliminary Objection To, Post-Effective Date Debtors' Motion For (A) Entry Of An Order Enforcing The Vehicle Decommission Order And (B) For Related Relief to be served via electronic mail upon:

Name	Email address
Eric Monzo	EMonzo@morrisjames.com
Tara C. Pakrouh	TPakrouh@morrisjames.com
Robert J. Stark	RStark@brownrudnick.com
Hayden A. Miller	HMiller@brownrudnick.com
Echo Qian	Eqian@morrisnichols.com

Dated: September 26, 2024
Wilmington, Delaware

/s/ Adam Hiller

Adam Hiller (DE No. 4105)
HILLER LAW, LLC
300 Delaware Avenue, Suite 210, #227
Wilmington, Delaware 19801
(302) 442-7677 telephone

Exhibit 7

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

IN RE:	)Case No.
NU RIDE, INC., et al.,	)23-10831 (MFW)
Reorganized debtors.	)
COHEN RECYCLING, INC.,	)
Plaintiff/ Counterdefendant.	)Adv. No.
vs.	)24-50127 (MFW)
NU RIDE, INC.,	)
Defendant/ Counterclaimant.	)

REMOTE DEPOSITION OF ANDREW COHEN

DECEMBER 16, 2024

REPORTED BY: Tina Alfaro, RPR, CRR, RMR

DECEMBER 16, 2024

10:00 A.M.

Videotaped deposition of ANDREW COHEN taken remotely by video conference pursuant to notice before Tina M. Alfaro, a Registered Professional Reporter, Certified Realtime Reporter, and Registered Merit Reporter.

APPEARANCES:

ON BEHALF OF THE PLAINTIFF/COUNTERDEFENDANT:
HILLER LAW, LLC
BY: ADAM HILLER, ESQ.
300 Delaware Avenue, Suite 210
Wilmington, Delaware 19801

ON BEHALF OF THE DEFENDANT/COUNTERCLAIMANT:
BROWN RUDNICK, LLP
BY: ALEX KASNETZ, ESQ.
JAMES STOLL, ESQ.
7 Times Square
New York, NY 10036
and
MORRIS JAMES, LLP
BY: SAMANTHA RODRIGUEZ, ESQ.
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801

ALSO PRESENT: Nathaniel Avila (doc tech)

I N D E X

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MR. HILLER: Objection to form, but Andy, if you know you can answer.

A. I don't know. I don't know if they're related. I know that Mike had told me that they have a lot of dealerships. So that would be my guess.

Q. Okay. And there it says Ford Automotive is located in Rockwall, Texas; is that right?

A. That's what it says.

Q. And what is the purchase price for each of the Endurance vehicles?

A. 24,000.

Q. Okay. So that's $24,000 each, correct?

A. Correct.

Q. All right. And then could you read the language in all caps that starts "This vehicle."

A. "This vehicle is sold as is, no warranty, no title, for parts only."

Q. When you transferred these two vehicles to Ford Automotive, you transferred them intact, correct?

MR. HILLER: Objection to form. Andy, you can answer if you know.

A. I don't know if there was anything missing

out of the vehicle or not, to be honest with you.

Q. Okay. Before you transferred the vehicles to Ford Automotive were they disassembled?

A. No.

Q. Were they operational? Could you drive them when you transferred them to Ford?

A. If I remember correctly, one was and one was not.

Q. Okay. So one of the vehicles that you sold to Ford Automotive you could drive?

A. Well, they drove it on the trailer. I don't know if they drove it off the trailer.

Q. Okay. So at the very least it was capable of driving through the parking lot and being put up on the trailer?

A. Yes.

Q. So had you taken any parts off of that vehicle before it was sold?

A. I do not believe so.

Q. So the language in the bill of sale -- the bill of sale says, in part, "for parts only," correct?

A. Correct.

Q. And then when you transferred the vehicles

Q. On an Endurance truck?

A. No.

Q. Did you try?

A. I don't remember.

Q. Have you ever driven an Endurance truck on any public roads?

A. Yes.

Q. Okay. When was that? Actually, sorry. Excuse me. Strike that.

How many times?

A. I drove it from one office to my house and back.

Q. So just those two trips were on public roads?

A. Correct.

Q. You haven't on any other occasions driven the Endurance vehicles on public roads?

A. No. They don't operate.

MR. KASNETZ: Skip ahead to about 4 minutes and then start playing, please.

(A video is played.)

MR. KASNETZ: Okay. You can stop the video, please. Thank you.

BY MR. KASNETZ:

Q. Okay. So Mr. Cohen, part of what we just saw is you driving the vehicle around, correct?

A. Yes.

Q. Were any of the roads you were just driving on in the video public?

A. There might have been one that was public, yes.

Q. Okay. There might have been one or one of those roads was public?

A. Well, to get to where I think I am I probably would have had to have driven on a public road.

Q. Okay. So earlier when you said you had only driven the Endurance vehicles twice on a public road to and from your home, that was mistaken?

A. No. This was one of those times.

Q. Okay. Thank you for clarifying.

MR. KASNETZ: Can you go back to 4:45, please, and play from there.

(A video is played.)

MR. KASNETZ: Okay. You can stop the video, please.

BY MR. KASNETZ:

Q. Mr. Cohen, there you say you stomped on it

please.

A. Okay.

Q. Mr. Cohen, can you please read the last sentence of the paragraph at the top of page 3.

A. "Whereas at the hearing CRI represented to the Court four of the 31 vehicles had been sold, disassembled, or were in the process of being disassembled prior to the filing of adversary proceeding by CRI and that 27 remain in CRI's possession. Subsequent to the hearing CRI determined that two had been sold, three had been disassembled, or in the process of being disassembled so that 26 remain in CRI's possession."

Q. Okay. Is this statement correct as of today?

A. Yes.

Q. All right. Can we scroll to the bottom of page 3. And Mr. Cohen, could you please read the paragraph marked as No. 2.

THE REPORTER: Mr. Cohen, please do it slowly, sir.

A. "The remaining vehicles: Absent further order of the Court CRI shall not transfer the remaining vehicles from CRI's possession until the

hear you when you're objecting.

MR. HILLER: Okay. Hold on one second. Can you hear me better now?

THE REPORTER: Yes.

MR. KASNETZ: Okay. So now we can scroll down to paragraph 16 which is across pages 4 and 5 of the document.

BY MR. KASNETZ:

Q. All right. So that first sentence reads -- of paragraph 16 reads "As of September 25th, 2024 the status of the vehicles was as follows." Did I read that correctly?

A. Yes.

Q. Okay. And then underneath there are four paragraphs A, B, C, and D that set forth the status of the vehicles, correct?

A. Correct.

Q. Okay. So according to paragraph A, two were sold to an entity called Ford Automotive, right?

A. Correct.

Q. Okay. And then according to paragraphs B and C, at that moment two vehicles had been disassembled and one was in the process of being

feel the need to -- he wasn't one of my employees.

Q. Okay. Do you know if Mr. Ahn has hired an attorney in this case?

A. I do not know.

Q. Okay. So before that last discussion would you say you had a professional relationship with Mr. Ahn?

A. I don't know that I'd call it a professional relationship. I don't think I'd call it any relationship. You know, if he said he could sell a car, I'd tell him go ahead and try. And if he did it, you know, pay me and I'll pay your commission.

Q. Okay. So he would market cars that you own, try to find buyers, and then if he found a buyer you would pay him a portion of the purchase price?

A. Correct.

Q. Okay.

A. Commission.

Q. Yes. Mr. Ahn brokered a sale of two Endurance vehicles, correct?

A. Correct.

Q. And those are the only sales that he

brokered, just two --

A. Yes.

Q. -- of the Endurance? Okay.

How did that process work, him marketing vehicles that you owned on your behalf?

MR. HILLER: Objection to form. You can answer, Andy.

A. I honestly don't know how he runs his business. He is in with some big names, you know, big money behind his names, and, you know, I'm assuming that he contacted them and let them know what he's got and what would be done with them and, you know, gave them a price.

Q. Okay. So you don't know what Mr. Ahn says to potential customers about the vehicles that he's marketing for you?

A. I do not.

MR. KASNETZ: Okay. Let's pull up tab U, please.

THE REPORTER: This will be Exhibit 15.

MR. KASNETZ: Thank you.

(Cohen Exhibit 15 was marked for identification.)

BY MR. KASNETZ:

Exhibit 8

STIPULATION AND SETTLEMENT AGREEMENT
BETWEEN COHEN RECYCLING INC. AND NU RIDE INC.

This stipulation and settlement agreement (this "Agreement"), dated February 11, 2025, is made by and between Cohen Recycling Inc. ("CRI") and Nu Ride Inc. ("Nu Ride") and its affiliated debtors (together with Nu Ride, the "Debtors"). CRI, Nu Ride, and each of the Debtors are each a "Party" and together, the "Parties."

RECITALS

WHEREAS, on June 27, 2023 (the "Petition Date"), the Debtors each filed a voluntary petition under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

WHEREAS, prior to the Petition Date the Debtors had been engaged in the design, manufacture and sale of electric battery powered motor vehicles sold under the tradename "Endurance".

WHEREAS, the Debtors have represented that pursuant to the *Order (I) Authorizing, But Not Directing, the Debtors to Repurchase Endurance Trucks from Customers, and (II) Granting Related Relief* [Docket No. 731] (the "Vehicle Repurchase Order") entered by the Bankruptcy Court, the Debtors repurchased 31 Endurance Truck vehicles (the "Vehicles") in December 2023, and subsequently sold those vehicles to CRI in January 2024. The sale of the Vehicles by the Debtors to CRI resulted in the disputes at issue in the adversary proceeding styled as *Cohen Recycling, Inc. vs. Nu Ride Inc.*, No. 24-50127-MWF (the "Adversary Proceeding") and the Motion to Enforce (as defined below) and CRI's objection thereto.

WHEREAS, on March 6, 2024, the Bankruptcy Court confirmed the *Fourth Modified First Amended Joint Chapter 11 Plan of Lordstown Motors Corp. and its Affiliated Debtors*

[Docket No. 1066] (the "Plan," and the Order confirming the Plan [Docket No. 1069], the "Confirmation Order"). The Plan became effective on March 14, 2024 [*see* Docket No. 1096].

WHEREAS, CRI sold two of the Vehicles (VIN Numbers 7NYLEWFA0PM001056 and 7NYLEWFA3PM001035) to Ford Automotive in April 2024, and CRI has previously disassembled three of the Vehicles (VIN Numbers 7NYLEWFA7PM001040, 7NYLEWFA7PM001042, and 7NYLEWFAXPM001002).

WHEREAS, the Debtors filed the *Post-Effective Date Debtors' Motion For (A) Entry of an Order Enforcing the Vehicle Repurchase Order and (B) For Related Relief* [Docket No. 1314] (the "Motion to Enforce") in the main bankruptcy case styled as *In re Nu Ride Inc., et al.*, Case No. 23-10831-MFW (the "Main Bankruptcy Case"). CRI filed an objection to the Motion to Enforce [Docket No. 1345].

WHEREAS, on September 5, 2024, CRI initiated this Adversary Proceeding by filing a complaint [Docket No. 1303; Adv. Docket No. 1]. On September 26, 2024, CRI filed an amended complaint [Adv. Docket No. 3].

WHEREAS, on October 9, 2024, Nu Ride filed its *Answer, Affirmative Defenses, and Counterclaims* [Adv. Docket No. 5] and, on October 30, CRI filed its *Answers and Affirmative Defenses to Nu Ride Inc.'s Counterclaims* [Adv. Docket No. 16].

WHEREAS, each party has denied the other party's claims and entitlement to relief and maintains that they are not liable to one another for the claims set forth in the pleadings.

WHEREAS, the Parties, through their respective undersigned counsel, engaged in good faith negotiations with respect to resolving this Adversary Proceeding and the matters contemplated therein consensually.

WHEREAS, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to abide by the terms of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON ENTRY OF AN ORDER APPROVING THIS AGREEMENT BY THE BANKRUPTCY COURT, IT IS SO ORDERED AS FOLLOWS:

1. The above Recitals are incorporated into this Agreement for all purposes.

2. **Effective Date**. The terms and conditions of this Settlement Agreement, and the obligations of the Parties to perform hereunder, shall become effective immediately upon the entry of the Order, as defined below (the "Effective Date"), except for certain obligations which may occur later as otherwise set forth herein.

3. The Vehicles were sold by the Debtors to CRI in CRI's capacity as a state licensed automotive dismantler and recycler.

4. CRI will refrain from operating, marketing, selling, or otherwise transferring any of the twenty-six (26) Vehicles remaining in CRI's possession (the "Remaining Vehicles") in their fully assembled or substantially fully assembled condition. CRI shall not allow any other party to operate, market, sell, or otherwise transfer any of the Remaining Vehicles in their fully assembled or substantially fully assembled condition while in CRI's custody, possession, or control. For the avoidance of doubt, it will be a violation of this Agreement by CRI if any Vehicle is sold or otherwise transferred in a fully assembled or substantially fully assembled condition, even if CRI expressly conditions the sale or transfer on the recipient of such sale or transfer agreeing to accept such sale or transfer with a "parts only" limitation.

5. CRI is permitted to sell or transfer parts from the Vehicles; *provided*, however, that CRI shall not sell or transfer all or substantially all of the parts from any one or more of the Vehicles (whether in a single transaction or a series of transactions) to a single purchaser or series of purchasers that CRI knows or reasonably should know intend to reassemble the parts into functioning Vehicles of the same type as the Vehicles that were sold to CRI by Nu Ride. For the avoidance of doubt, CRI may sell parts from the Vehicles that are to be incorporated by purchasers into functioning vehicles other than the Vehicles. For the further avoidance of doubt, and notwithstanding the anything to the contrary in this Agreement, CRI is **not** permitted to sell or otherwise transfer any Vehicle or any part of any Vehicle in such a way that allows CRI, the transferee, or any other party to use the fully-assembled or substantially fully assembled chassis, battery, and drivetrain of a Vehicle together with the body of a different vehicle.

6. CRI shall maintain the Remaining Vehicles at a secured facility controlled by CRI or its owners or affiliates at all times until such Vehicles and/or their parts are, respectively, dismantled or sold, recycled, or otherwise disposed of.

7. Within five (5) business days after the Bankruptcy Court's entry of the Order, the Parties shall file a stipulation of withdrawal of the Motion to Enforce and the objection thereto.

8. **Order**. The Parties agree to resolve all claims raised in the Adversary Proceeding and the Motion to Enforce through the entry of an order approving this Agreement (the "Order") substantially in form approved by all Parties. Entry by the Bankruptcy Court of the Order is a necessary and non-severable component of this Settlement Agreement.

9. **Releases.**

a. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, Nu Ride hereby shall be deemed to have conclusively,

absolutely, unconditionally, irrevocably, and forever released, waived, and discharged CRI and each of CRI's current and former affiliates, and all of CRI's and such entities' current and former affiliates' current and former directors, managers, officers, predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, financial advisors, partners, attorneys, accountants, management companies, investment bankers, consultants, representatives, and other professionals, each in its capacity as such (the "CRI Released Parties"), from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever (in each case, whether prepetition or postpetition) (collectively, "Claims"), that Nu Ride would have been legally entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including but not limited to any Claims arising under the Vehicle Repurchase Order; provided that nothing in the foregoing shall release any person from any claim or obligation arising under this Agreement.

b. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, CRI hereby shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged Nu Ride and each of Nu Ride's current and former affiliates, and all of Nu Ride's and such entities' current and former affiliates' current and former directors, managers, officers, predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, financial advisors, partners, attorneys, accountants, management companies, investment bankers,

consultants, representatives, and other professionals, each in its capacity as such (the "Nu Ride Released Parties"), from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever (in each case, whether prepetition or postpetition), that CRI would have been legally entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including but not limited to any Claims arising under the Vehicle Repurchase Order; provided that nothing in the foregoing shall release any person from any claim or obligation arising under this Agreement.

c. The Parties agree not to pursue any Claims that are released under this Agreement.

10. **Remedies for Breach**. Each Party has continuing obligations to comply with this Agreement. In the event of any breach of this Agreement, the breaching Party will be responsible for all costs, fees and expenses incurred by the non-breaching Party in any action seeking enforcement.

11. **Voluntary, Knowing Act Based on Independent Investigation**. The Parties acknowledge that they have read and fully understand the terms of this Settlement Agreement, that they have executed this Settlement Agreement without any threat, force, fraud, duress, or representation of any kind by any person or entity whatsoever, and that they are aware of the rights to which they are otherwise entitled by reason of the Adversary Proceeding. The Parties hereby represent and warrant that they have had full and adequate opportunity to investigate the nature and extent of the claims against each other and then decided to enter into this Settlement Agreement without reliance upon any representation, warranty, or other information provided by

any other Party that is not set forth in this Settlement Agreement. The Parties represent and warrant that they have had the opportunity to have full and appropriate representation by counsel of their own choice and that after consultation with their respective attorneys, after being duly apprised of their rights with respect to the Settlement Agreement, each freely accepts the terms, conditions, and provisions hereof and enters into this Settlement Agreement.

12. **Entire Agreement**. This Settlement Agreement and the Order constitute the entire agreement and understanding between the Parties relating to the subject matter contained herein and supersede all prior discussions, negotiations, and understandings between the Parties regarding such subject matter. This Settlement Agreement may not be altered, amended, or modified in any respect, or revoked or terminated, except by a writing duly executed by the Parties hereto or their successors or assigns, and order of the Bankruptcy Court if applicable.

13. **Consent Order**. With respect to the 26 unsold Vehicles and three disassembled Vehicles (VIN Numbers 7NYLEWFA7PM001040, 7NYLEWFA7PM001042, and 7NYLEWFAXPM001002), the Parties acknowledge and agree that this Agreement as entered is incorporated into the Order filed with the Court and is subject to all the powers, remedies, and the jurisdiction of the Court. With respect to the two Vehicles sold by CRI to Ford Automotive (VIN Numbers 7NYLEWFA0PM001056 and 7NYLEWFA3PM001035) nothing in this Agreement shall be interpreted as a release of or limitation on CRI's rights to defend any claims brought against CRI by Mr. Ahn or Ford Automotive.

14. **No Admission of Wrongdoing.** The Parties acknowledge and agree that this Agreement is entered into solely for the purpose of settling disputed claims and avoiding the expense and burden of litigation. Nothing in this Agreement, nor any actions taken pursuant to it, shall be construed as an admission of liability, wrongdoing, or any violation of law by any Party.

Each Party expressly denies any and all liability or wrongdoing in connection with the claims and disputes that are the subject of this Agreement. The Parties are entering into this Agreement solely as a means of compromising disputed claims and defenses; *provided that* nothing in this paragraph shall limit or affect the Parties' other obligations under this Agreement, including but not limited to CRI's obligations under paragraph 4 hereof.

15. **Governing Law**. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of law provisions thereof that would dictate application of any other law. The Bankruptcy Court shall be the exclusive forum for resolution of disputes arising out of or relating to this Settlement Agreement and the Order.

16. **Binding Effect**. This Settlement Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, legatees, executors, estates, legal representatives, assigns, and other successors.

17. **Severability**. Except as otherwise provided in this Settlement Agreement, if any provision of this Settlement Agreement is determined by a court to be invalid or unenforceable to any extent, the remainder of this Settlement Agreement will remain unaffected and will be valid and enforceable to the fullest extent permitted by law.

18. **Counterparts**. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signature pages emailed in a portable document format (.PDF) shall be acceptable and deemed binding on all Parties hereto as if they were originals. Signature pages may be executed electronically via Docusign or other similarly secure method.

[SIGNATURE PAGE FOLLOWS]

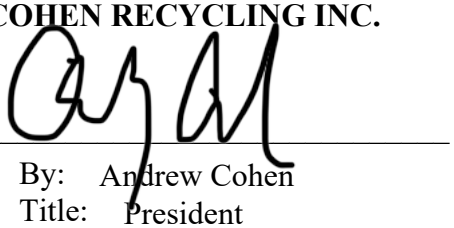
IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the date first written above.

NU RIDE INC.

_____

By: William Gallagher
Title: Chief Executive Officer

COHEN RECYCLING INC.



By: Andrew Cohen
Title: President

MORRIS JAMES LLP */s/*_____ Eric J. Monzo (DE Bar No. 5214) Tara C. Pakrouh (DE Bar No. 6192) 500 Delaware Avenue, Suite 1500 Wilmington, DE 19801 Telephone: (302) 888-6800 Facsimile: (302) 571-1750 E-mail: emonzo@morrisjames.com tpakrouh@morrisjames.com -and- **BROWN RUDNICK LLP** Robert J. Stark (admitted *pro hac vice*) Bennett S. Silverberg (*admitted pro hac vice*) Alexander F. Kasnetz (admitted *pro hac vice*) 7 Times Square New York, NY 10036 Telephone: (212) 209-4800 Facsimile: (212) 209-4801 E-mail: rstark@brownrudnick.com bsilverberg@brownrudnick.com mwinograd@brownrudnick.com -and- Sharon I. Dwoskin (admitted *pro hac vice*) James W. Stoll (admitted *pro hac vice*) One Financial Center Boston, MA 02111 Telephone: (617) 856-8200 Facsimile: (617) 856-8201 E-mail: sdwoskin@brownrudnick.com msawyer@brownrudnick.com *Counsel to Nu Ride Inc.*	**HILLER LAW, LLC** **/s/**_____ Adam Hiller (DE No. 4105) 300 Delaware Avenue, Suite 210, #227 Wilmington, Delaware 19801 (302) 442-7677 telephone ahiller@adamhillerlaw.com -and- Jeff Goldstein, Esquire Law Office of Jeffrey D. Goldstein, LLC 9211 Corporate Boulevard, Suite 350 Rockville, Maryland 20850 (301) 838-7047 telephone Jeff@Rockvillelaw.com *Counsel to Cohen Recycling Inc.*

Exhibit 9

From: Kasnetz, Alexander F
To: Adam Hiller; Jeffrey D. Goldstein
Cc: Stoll, James W.; "William Gallagher"; Matthew Altman
Subject: Nu Ride / Cohen Recycling - Endurance Vehicles
Date: Thursday, June 12, 2025 5:11:31 PM
Attachments: image001.jpg
BOS -1030 - CRI to Ford 2024.05.22.pdf
BOS -1042 - CRI to Ford 2024.05.22.pdf
BOS -1056 - CRI to Ford 2024.04.10.pdf
BOS -1030 - CRI to Ford 2024.04.10.pdf

Adam, Geoff - Representatives of Nu Ride have learned that Endurance vehicles are being offered for sale by Ford Auto and, as a consequence, have been in contact with Rick Ford. This led to the discovery of information that indicates that Cohen Recycling Inc. (CRI) and Mr. Cohen may be in violation of the settlement agreement and consent order. It also appears that Mr. Cohen misrepresented facts that were relied on by Nu-Ride in entering the settlement agreement and, as the settlement agreement was entered as an order of the court, may constitute a fraud on the Court by Cohen and CRI.

Following discussions with Mr. Ford, he provided to Nu Ride the following **four** bills of sale (attached), recording transfers of Endurance vehicles from CRI **to Ford Family Auto Collection**:

- Bill of Sale for VIN# 7NYLEWFA0PM00**1056** dated April 10, 2024;
- Bill of Sale for VIN# 7NYLEWFA7PM00**1042** dated May 22, 2024;
- Bill of Sale for VIN# 7NYLEWFA4PM00**1030** dated April 10, 2024; and
- Bill of Sale for VIN# 77NYLEWFA4PM00**1030** dated May 22, 2024.

During discovery, CRI produced **two** bills of sale, recording transfers of Endurance vehicles from CRI **to Ford Automotive** (listed at the same address as Ford Family Auto Collection):

- Bill of Sale for VIN# 7NYLEWFA0PM00**1056** dated April 10, 2024; and
- Bill of Sale for VIN# 7NYLEWFA3PM00**1035** dated April 10, 2024.

In the settlement agreement entered as an order of the Court, and otherwise during the course of litigation, CRI represented that (1) only two Endurance vehicles were transferred to Ford Automotive, bearing VIN#s -1056 and -1035; (2) CRI had previously dissembled three Endurance vehicles, bearing VIN #s -1040, -1042, and -1002. The Endurance Vehicle bearing VIN# -1030 was represented as being in CRI / Mr. Cohen's possession, not having been sold or dissembled. None of the Bills of Sale provided by Mr. Ford to Nu Ride above were produced in discovery. Further, these Bills of Sale directly contradict CRI's written representation set forth in the settlement agreement and order that only 2 vehicle transfers had occurred.

Regarding VIN# -1056, the "buyer" in the Bill of Sale provided by Mr. Ford is different than the "buyer" in the Bill of Sale provided during discovery, even though the price, date, and odometer reading match. Regarding VIN# -1042, CRI represented in the settlement agreement and order and during the course of litigation that this vehicle had been dissembled, and was not one of the vehicles sold to Ford Auto. The Bill of Sale provided by Mr. Ford directly

contradicts this representation. Regarding VIN# -1030, Mr. Ford provided two Bills of Sale for such VIN#, but with two different dates of transfer (4/10/24 vs. 5/22/24), and two different prices ($24,000 vs. $20,000), although the VIN and odometer readings match.

It appears from the above that Mr. Cohen and CRI may be willfully colluding with Ford Auto in the on-going sale of Endurance trucks that is forbidden by the settlement agreement and court order. From our vantage point, this may well place Cohen and CRI in contempt.

As a result of the above, we need to hear from Mr. Cohen by **2pm tomorrow, June 13, 2025**, with a properly documented explanation establishing that there were vehicle sales that occurred in May 2024; such documentation must include proof in the form of e-mail correspondence, vehicle delivery receipts, and bank records establishing the date of sale. By the same time, we also demand an explanation from Mr. Cohen, under oath, as to why these sales were concealed and their existence mis-represented when the settlement agreement was negotiated and the court order entered.

If we do not hear back from you by tomorrow with a satisfactory explanation we will move the court for all proper and available relief under the settlement agreement and the rules of court.

Alex Kasnetz
Associate, Bankruptcy & Corporate Restructuring

Brown Rudnick LLP
Seven Times Square
New York, NY 10036
T: (212) 209-4825
M: (314) 323-4707
F: (212) 938-2825
akasnetz@brownrudnick.com
www.brownrudnick.com
Bio; LinkedIn

Exhibit 10

From: Stoll, James W.
To: Adam Hiller
Cc: Kasnetz, Alexander F; Jeffrey D. Goldstein; William Gallagher; Matthew Altman; Miller, Hayden A.; Fay, Johanna P.
Subject: Re: Nu Ride / Cohen Recycling - Endurance Vehicles
Date: Friday, June 13, 2025 10:56:39 AM
Attachments: image001.jpg

Adam,
Standing down is not an option unless certain conditions can be immediately satisfied. If the vehicles at issue now were truly transferred a year ago Mr. Cohen made material misrepresentations in the settlement agreement and related consent order. That smacks of fraud. Inasmuch as we recognized at the time of settlement that vehicles sold before the Court issued its order were beyond the scope of the settlement agreement, Mr. Cohen should have been incentivized to list all vehicles sold. He represented only 2 and produced only 2 bills of sale. The currently received bills of sale purporting to articulate a May 2024 sales date were not listed or produced by Cohen in discovery; again smack of fraud. We assume all of this was done without your knowledge or consent, otherwise we would be invoking Rule 11 remedies.
For us to stand down we require a written representation from Mr. Ford that he has removed the truck from the all collectors.com website and that no sale of any Endurance vehicle acquired from Mr. Cohen will occur before we either hear from Mr. Cohen an explanation, backed by contemporaneous proof, that is acceptable in the discretion of our client or further order of the court. Are you able to secure that for us today?
The apparent continuing fraud by your client, nor potentially expanded to fraud on the court, is a matter we take very seriously.
We look forward to speaking at 11:30. Alex will send an invite.
Sent from my iPhone

> On Jun 13, 2025, at 10:14 AM, Adam Hiller <ahiller@adamhillerlaw.com> wrote:
>
> **CAUTION: External E-mail. Use caution accessing links or attachments.**
>
> Hello Alex. I received your email below but learned that both Jeff and Andy are traveling. This would ordinarily be the kind of issue they would deal with. Given that these vehicles were allegedly transferred over a year ago, it is not an emergency and should be able to wait until they return, rather than on 6 business hours' notice. I therefore ask that you stand down temporarily to give them time to return and review this situation with CRI. Thank you in advance,
>
> **Adam Hiller**
> Hiller Law, LLC
> 300 Delaware Avenue, Suite 210, #227

Wilmington, Delaware 19801
(302) 442-7677 telephone
ahiller@adamhillerlaw.com

From: Kasnetz, Alexander F <AKasnetz@brownrudnick.com>
Sent: Thursday, June 12, 2025 5:11 PM
To: Adam Hiller <ahiller@adamhillerlaw.com>; Jeffrey D. Goldstein <jeff@rockvillelaw.com>
Cc: Stoll, James W. <JStoll@brownrudnick.com>; 'William Gallagher' <wgallagher@m3-partners.com>; Matthew Altman <maltman@m3-partners.com>
Subject: Nu Ride / Cohen Recycling - Endurance Vehicles

Adam, Geoff - Representatives of Nu Ride have learned that Endurance vehicles are being offered for sale by Ford Auto and, as a consequence, have been in contact with Rick Ford. This led to the discovery of information that indicates that Cohen Recycling Inc. (CRI) and Mr. Cohen may be in violation of the settlement agreement and consent order. It also appears that Mr. Cohen misrepresented facts that were relied on by Nu-Ride in entering the settlement agreement and, as the settlement agreement was entered as an order of the court, may constitute a fraud on the Court by Cohen and CRI.

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If we do not hear back from you by tomorrow with a satisfactory explanation we will move the court for all proper and available relief under the settlement agreement and the rules of court.

<image001.jpg>

Alex Kasnetz
Associate, Bankruptcy & Corporate Restructuring

Brown Rudnick LLP
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To the extent Brown Rudnick is a "controller" of the "personal data" (as each term is defined in the European General Data Protection Regulation (EU/2016/679) or in the UK's Data Protection Act 2018) you have provided to us in this and other communications between us, please see our privacy statement and summary here which sets out details of the controller, the personal data we have collected, the purposes for which we use it (including any legitimate interests on which we rely), the persons to whom we may transfer the data and when and how we intend to transfer it outside the European Economic Area.

****

Exhibit 11

From: Adam Hiller
To: Stoll, James W.
Cc: Kasnetz, Alexander F; Jeffrey D. Goldstein; William Gallagher; Matthew Altman; Miller, Hayden A.; Fay, Johanna P.
Subject: RE: Nu Ride / Cohen Recycling - Endurance Vehicles
Date: Monday, June 16, 2025 2:40:12 PM

CAUTION: External E-mail. Use caution accessing links or attachments.

Hello Jim, I wanted to give you an update. Mr. Cohen returned from his trip and called me today. It is his belief that the two vehicles ultimately delivered to Ford were different than the ones listed in our settlement, and he believes that this was inadvertent. According to Mr. Cohen, at delivery Ford wanted different vehicles than the ones that had been tendered, so Mr. Ahn caused the bills of sale for those to be destroyed and two new ones were issued for the vehicles tendered in their place. The number of vehicles delivered to Ford was the same, it was just different vehicles. Although CRI has destroyed several of the vehicles and harvested parts from others, he is going to attempt to locate (by VIN) the two vehicles that were supposed to have been delivered to Ford and if he finds them, he will send pictures of the VINs to show they are still in his lot. Given the state of things, he can accomplish this by Thursday.

He also submits that CRI has not sold or transferred any whole vehicles since the settlement agreement, in accordance with the settlement agreement, and has otherwise complied with the settlement agreement.

I will update you on Thursday once he has had a chance to review the vehicles on the lot.

Best regards,

Adam Hiller
Hiller Law, LLC
300 Delaware Avenue, Suite 210, #227
Wilmington, Delaware 19801
(302) 442-7677 telephone
ahiller@adamhillerlaw.com

From: Stoll, James W. <JStoll@brownrudnick.com>
Sent: Friday, June 13, 2025 10:57 AM
To: Adam Hiller <ahiller@adamhillerlaw.com>
Cc: Kasnetz, Alexander F <AKasnetz@brownrudnick.com>; Jeffrey D. Goldstein <jeff@rockvillelaw.com>; William Gallagher <wgallagher@m3-partners.com>; Matthew Altman <maltman@m3-partners.com>; Miller, Hayden A. <HMiller@brownrudnick.com>; Fay, Johanna P.

<JFay@brownrudnick.com>
Subject: Re: Nu Ride / Cohen Recycling - Endurance Vehicles

Adam,
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Adam Hiller
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To: Adam Hiller <ahiller@adamhillerlaw.com>; Jeffrey D. Goldstein <jeff@rockvillelaw.com>
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<image001.jpg>

Alex Kasnetz
Associate, Bankruptcy & Corporate Restructuring

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Exhibit 12

From: Stoll, James W.
To: Adam Hiller
Cc: Kasnetz, Alexander F; Jeffrey D. Goldstein; William Gallagher; Matthew Altman; Miller, Hayden A.; Fay, Johanna P.; Tara C. Pakrouh
Subject: RE: Nu Ride / Cohen Recycling - Endurance Vehicles
Date: Monday, June 16, 2025 6:27:15 PM

Adam,

I have reviewed your e-mail, and while I thank you for the prompt response, the explanation provided by Mr. Cohen simply does not comport with the facts as we understand them, let alone the myriad representations to the contrary during the litigation as well as the absence of appropriate documentary production. We will be filing a motion for contempt tomorrow seeking a range of sanctions, including attorney's fees.
We will seek a short order of notice with respect to the motion.
To the extent Mr. Cohen can actually provide conclusive documentary proof to us of what he now says, especially proof that there are still 26 vehicles secured at his facility we may ultimately be prepared to stand down. But based on what we know now and the proffered explanation, we have no choice but to proceed.

From: Adam Hiller <ahiller@adamhillerlaw.com>
Sent: Monday, June 16, 2025 2:40 PM
To: Stoll, James W. <JStoll@brownrudnick.com>
Cc: Kasnetz, Alexander F <AKasnetz@brownrudnick.com>; Jeffrey D. Goldstein <jeff@rockvillelaw.com>; William Gallagher <wgallagher@m3-partners.com>; Matthew Altman <maltman@m3-partners.com>; Miller, Hayden A. <HMiller@brownrudnick.com>; Fay, Johanna P. <JFay@brownrudnick.com>
Subject: RE: Nu Ride / Cohen Recycling - Endurance Vehicles

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He also submits that CRI has not sold or transferred any whole vehicles since the settlement

agreement, in accordance with the settlement agreement, and has otherwise complied with the settlement agreement.

I will update you on Thursday once he has had a chance to review the vehicles on the lot.

Best regards,

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ahiller@adamhillerlaw.com

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Sent: Friday, June 13, 2025 10:57 AM
To: Adam Hiller <ahiller@adamhillerlaw.com>
Cc: Kasnetz, Alexander F <AKasnetz@brownrudnick.com>; Jeffrey D. Goldstein <jeff@rockvillelaw.com>; William Gallagher <wgallagher@m3-partners.com>; Matthew Altman <maltman@m3-partners.com>; Miller, Hayden A. <HMiller@brownrudnick.com>; Fay, Johanna P. <JFay@brownrudnick.com>
Subject: Re: Nu Ride / Cohen Recycling - Endurance Vehicles

Adam,
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The apparent continuing fraud by your client, nor potentially expanded to fraud on the court, is a matter we take very seriously.

We look forward to speaking at 11:30. Alex will send an invite.
Sent from my iPhone

On Jun 13, 2025, at 10:14 AM, Adam Hiller <ahiller@adamhillerlaw.com> wrote:

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Hello Alex. I received your email below but learned that both Jeff and Andy are traveling. This would ordinarily be the kind of issue they would deal with. Given that these vehicles were allegedly transferred over a year ago, it is not an emergency and should be able to wait until they return, rather than on 6 business hours' notice. I therefore ask that you stand down temporarily to give them time to return and review this situation with CRI. Thank you in advance,

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Adam, Geoff - Representatives of Nu Ride have learned that Endurance vehicles are being offered for sale by Ford Auto and, as a consequence, have been in contact with Rick Ford. This led to the discovery of information that indicates that Cohen Recycling Inc. (CRI) and Mr. Cohen may be in violation of the settlement agreement and consent order. It also appears that Mr. Cohen misrepresented facts that were relied on by Nu-Ride in entering the settlement agreement and, as the settlement agreement was entered as an order of the court, may constitute a fraud on the Court by Cohen and CRI.

Following discussions with Mr. Ford, he provided to Nu Ride the following **four** bills of sale (attached), recording transfers of Endurance vehicles from CRI **to Ford Family Auto Collection**:

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3. Bill of Sale for VIN# 7NYLEWFA4PM00**1030** dated April 10, 2024; and
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During discovery, CRI produced **two** bills of sale, recording transfers of Endurance vehicles from CRI **to Ford Automotive** (listed at the same address as Ford Family Auto Collection):

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2. Bill of Sale for VIN# 7NYLEWFA3PM00**1035** dated April 10, 2024.

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From: Adam Hiller
To: Stoll, James W.
Cc: Kasnetz, Alexander F; Jeffrey D. Goldstein; William Gallagher; Matthew Altman; Miller, Hayden A.; Fay, Johanna P.; Tara C. Pakrouh
Subject: RE: Nu Ride / Cohen Recycling - Endurance Vehicles
Date: Tuesday, June 17, 2025 8:35:53 AM

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Hello Jim. Thank you for the heads-up. As you know from my explanation yesterday, I don't yet know how I will respond to the substantive motion. But please indicate in the motion and any emails with chambers that we oppose shortened notice on the motion, as any uncertainty about these vehicles has existed for over a year and we have already offered to investigate promptly. Please copy me and Jeff on any communications with chambers.

Thank you again,

Adam Hiller
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ahiller@adamhillerlaw.com

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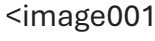
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Bio; LinkedIn

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Exhibit 14

From: Adam Hiller
To: Stoll, James W.
Cc: Kasnetz, Alexander F; Jeffrey D. Goldstein; William Gallagher; Matthew Altman; Miller, Hayden A.; Fay, Johanna P.; Tara C. Pakrouh
Subject: FW:
Date: Tuesday, June 17, 2025 10:56:35 AM

CAUTION: External E-mail. Use caution accessing links or attachments.

Jim: Mr. Cohen contacted Ford's dealership posing as an interested customer and was told by a salesperson that the vehicles could not be sold and would be taken down from the website. He was then given an email address for Chase Ford, one of the family owners. The email exchange below occurred. This is where we are on your request for Ford to make various agreements in writing.

Adam Hiller
Hiller Law, LLC
300 Delaware Avenue, Suite 210, #227
Wilmington, Delaware 19801
(302) 442-7677 telephone
ahiller@adamhillerlaw.com

Begin forwarded message:

> **From:** Chase Ford <chase@fordfamilyinv.com>
> **Date:** June 14, 2025 at 1:59:30 PM EDT
> **To:** Andy Cohen <info@southlawn.com>
> **Subject: Re:**
>
> The only resolution we will accept is that they or you can buy them back from us.
>
> Chase Ford
> Vice President/Senior Investment Advisor
> 817-470-0664 Cell
> Chase@FordFamilyInv.com
> Ford Family Investments, LLC
> On Jun 14, 2025 at 12:20 PM -0500, Andy Cohen <info@southlawn.com>, wrote:

Good afternoon Chase, to reiterate, where we're at, endurance lawyers are filing a contempt of court motion on Tuesday regarding the vehicles in your possession, which were sold to the Ford family with bills of sale specifically stating that they were for parts only. Since they have been posted as trucks for sale, I'm sure they're gonna want to investigate how titles were obtained since the titles for the trucks received were salvaged in Mva Maryland record. In the agreement I reached with them earlier they got copies of the bills of sale to the Ford family which is how we reached an agreement and by the Ford family selling the vehicles, it would be in contempt of court, and everyone's going to get drawn in. They are requesting that the vehicles be pulled down off of your website, as well as an agreement on Ford letterhead stating that the vehicles will not be sold until resolution has occurred.
Andrew Cohen

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re NU RIDE INC., *et al.*,[1] Reorganized Debtors.	Chapter 11 Case Nos. 23-10831 (MFW), *et seq.* (Jointly Administered)
COHEN RECYCLING, INC., Plaintiff, vs. NU RIDE INC., Defendant.	Adv. Proc. No. 24-50127 (MFW)

[PROPOSED] ORDER GRANTING NU RIDE'S EMERGENCY MOTION FOR CONTEMPT AND MODIFICATION OF THE CONSENT ORDER

UPON consideration of the *Emergency Motion for Contempt and Modification of the Consent Order* (the "Motion"), and the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409, and (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having determined that adequate notice of the Motion was given; factual bases exist for the relief requested in the Motion; and after due deliberation, the Court having determined that the relief requested in the Motion is in the best interest of the Debtors' estates and their creditors; and good and sufficient cause having been shown; it is hereby **ORDERED** that:

[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: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

1. The Motion is **GRANTED** as set forth herein.

2. CRI is directed to pay all reasonable attorneys' fees incurred by Nu Ride in preparing the Motion.

3. On or before _____, 2025, Nu Ride is directed to submit a schedule of attorneys' fees it incurred in preparing the Motion.

4. On or before _____, 2025, CRI is directed to submit any opposition to an award of fees incurred by Nu Ride.

5. Nu Ride is awarded disgorgement of profits that CRI obtained from the sale of Diverted Vehicles to Ford Automotive.

6. On or before _____, 2025, CRI is directed to submit an accounting reflecting all payments received from Ford Automotive in connection with the Diverted Vehicles and all costs paid by CRI in connection with the Diverted Vehicles.

7. On or before _____, 2025, Nu Ride is directed to submit any opposition to the accounting submitted by CRI.

8. The Consent Order (Doc. 36), is hereby modified to require CRI to reclaim possession of the Diverted Vehicles and to maintain custody of those vehicles subject to the restrictions placed on Vehicles and Retained Vehicles under the Settlement Agreement (Doc. 33-3).

9. The Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation, implementation, of enforcement of this Order.