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Case No. 2024-0598-LWW

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TODD KATZ, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. AHMED M. FATTOUH, BRANDON C. BENTLEY, MINESH K. PATEL, ALAN PINTO, BRIAN Q. PHAM, JEFFREY A. HARRIS, MATTHEW LUCKETT, PIETRO CINQUEGRANA, INTERPRIVATE ACQUISITION MANAGEMENT LLC, INTERPRIVATE LLC, AEVA TECHNOLOGIES, INC., SOROUSH SALEHIAN DARDASHTI, and MINA REZK, Defendants.	C.A. No. 2024-0598-LWW **REDACTED** **Public Version Filed: June 6, 2024**

VERIFIED CLASS ACTION COMPLAINT

Plaintiff Todd Katz ("Plaintiff") brings this Verified Class Action Complaint ("Complaint") on behalf of himself and all other similarly situated stockholders of InterPrivate Acquisition Corp. ("InterPrivate"), a special purpose acquisition company ("SPAC"), who were entitled to redeem their shares of InterPrivate common stock in connection with InterPrivate's March 12, 2021, merger with Aeva, Inc. ("Legacy Aeva"), a private company, creating Aeva Technologies, Inc. ("New Aeva") (the "Merger"). Plaintiff asserts claims for breach of fiduciary and unjust enrichment against: (a) Ahmed M. Fattouh ("Fattouh"), Brandon C. Bentley

("Bentley"), Jeffrey A. Harris ("Harris"), Pietro Cinquegrana ("Cinquegrana"), and Matthew Luckett ("Luckett"), in their capacities as members of InterPrivate's board of directors (the "Board" or the "Director Defendants"); (b) InterPrivate Chief Executive Officer ("CEO") Fattouh, InterPrivate General Counsel ("GC") Bentley, InterPrivate Senior Vice Presidents Alan Pinto ("Pinto") and Brian Q. Pham ("Pham"), and InterPrivate Vice President ("VP") Minesh K. Patel ("Patel"), in their capacities as officers of InterPrivate (the "Officer Defendants"); and (c) InterPrivate Acquisition Management LLC (the "Sponsor"), InterPrivate LLC ("IP LLC"), Fattouh, and Bentley, in their capacities as InterPrivate's controllers (the "Controller Defendants") (collectively with the Director Defendants and Officer Defendants, the "InterPrivate Defendants"). Plaintiff also asserts direct aiding and abetting claims against New Aeva (as successor to Legacy Aeva), Soroush Salehian Dardashti ("Salehian"), and Mina Rezk ("Rezk") (the "Legacy Aeva Defendants").

The allegations in this Complaint are based on the knowledge of Plaintiff as to himself, and on information and belief as to all other matters. This Complaint is also based on the investigation of Plaintiff's counsel, which included, among other things, a review of documents produced in response to Plaintiff's inspection demand pursuant to 8 *Del. C.* §220 ("Section 220"), a review of public filings with the U.S. Securities and Exchange Commission ("SEC"), and a review of news reports, press releases, and other publicly available sources.

NATURE AND SUMMARY OF THE ACTION

1. This action arises out of Defendants' impairment of Plaintiff and the Class's redemption right. On February 10, 2020, the Controller Defendants caused InterPrivate to complete its initial public offering ("IPO"), selling 24,150,000 units consisting of one share of common stock and one half of one warrant for $10 per share, raising proceeds of $241.5 million.[1] InterPrivate had 21 months from the closing of its IPO to enter into a business combination. If it failed to do so, the InterPrivate Defendants would have to return to investors their $10 per unit plus interest.

2. Simultaneously with the IPO, InterPrivate sold the Sponsor 501,081 private units for $10 per unit, resulting in gross proceeds to InterPrivate of $5 million.[2] The private units largely mirrored the Public Units (as defined herein) sold in the IPO, except the Sponsor waived redemption and liquidation rights for the private placement shares and the private placement warrants had additional rights making them more valuable than the Public Warrants (as defined herein).[3]

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[1] Half of one warrant is an unusually large fraction of a warrant connected to the unit sale. Units in SPAC IPOs typically consist of one share plus one-third or one-fourth of one warrant.

[2] InterPrivate sold approximately 1.1 million additional private units to an underwriter at the same price per unit.

[3] In particular, the private warrants: (i) were not redeemable; and (ii) could be exercised for cash or on a cashless basis, so long as they were held by the initial purchasers or any of their permitted transferees.

3. The money raised in these transactions was largely placed in a trust for the benefit of InterPrivate's stockholders (the "Trust"). In particular, InterPrivate would use the money in the Trust to pay back InterPrivate investors in the event of the liquidation. Further, in connection with any initial business combination, InterPrivate's stockholders would have the right to "redeem" their stock for $10 plus interest instead of choosing to invest in the post-Merger company. Defendants would use the amount in the Trust to first satisfy any redemptions and only if all redemptions were satisfied would the money then transfer to the post-closing company.

4. As explained in InterPrivate's IPO documents, the InterPrivate Defendants would either make the initial business combination contingent on the approval of the majority of its stockholders or provide stockholders the ability to sell their stock to InterPrivate in a tender offer. In this instance, the InterPrivate Defendants issued the Proxy (as defined herein) soliciting stockholders' vote of approval for the Merger.

5. Before the IPO, the Sponsor purchased 6,037,500 "Founder Shares" for just $25,000, approximately $0.004 per share.[4] Like the shares underlying the private placement units, the Founder Shares also did not have redemption rights. At

[4] The amount of Founder Shares are adjusted for dividends and an IPO-related forfeiture.

the time of the Proxy, the Sponsor's equity holdings were worth almost $97.5 million. Accordingly, the Sponsor, and Fattouh who controlled the Sponsor, were heavily incentivized to enter an initial business combination and unlock the value of their InterPrivate equity, as even a "bad" deal for ordinary stockholders would result in a windfall for the Sponsor and Fattouh.

6. In order to align the interests of InterPrivate's "outside" directors with his own, Fattouh had the Sponsor provide each of Cinquegrana, Harris, and Luckett with an interest in the Sponsor equivalent to 30,000 shares of InterPrivate common stock. At the time of the Proxy, these interests were worth $443,000 each. Harris and Luckett also made additional investments into the Sponsor. In particular, Harris invested $250,000 and Luckett invested $50,000. Harris' additional investment entitled him to an interest equivalent to 100,000 Founder Shares and 12,500 warrants, which had a market value of approximately $1.55 million at the time of the Proxy. Luckett's additional investment entitled him to an interest equivalent to 20,000 Founder Shares and 2,500 warrants, which had a market value of approximately $304,000 combined at the time of the Proxy. Accordingly, even the "outside" directors had substantial incentives not shared with InterPrivate's public stockholders to have InterPrivate enter into a business combination, even a value destructive one, and entice public stockholders to vote in favor of any such transaction and not redeem their stock.

7. That is exactly what happened here. The InterPrivate Defendants elected to push through a value destructive Merger. To reduce or prevent redemptions and ensure stockholders approved the Merger, the InterPrivate Defendants issued the false and misleading Proxy. Legacy Aeva Defendants knowingly contributed to these breaches of fiduciary duties by the InterPrivate Defendants by, among other things, providing InterPrivate with overstated and inflated projections of Legacy Aeva's growth—projections they knew the InterPrivate Defendants would use to sell the Merger to InterPrivate's public stockholders.

8. The Proxy induced common stockholders to vote for the Merger and invest in the post-Merger company, ensuring Defendants would receive a windfall from the conversion of their Founder Shares and minimizing the depletion of the Trust by common stockholders exercising their redemption rights.

9. The Proxy was false or misleading or omitted material information in at least two specific areas. First, the Proxy overstated the value of the SPAC's shares used as consideration in the Merger. The Proxy valued each InterPrivate share to be invested in Legacy Aeva as a result of the Merger at $10 per share. Due to dilution and dissipation of cash, however, those shares actually contributed less than $8.50 net cash per share. Moreover, Defendants knew redemptions would significantly reduce the per share cash contribution. In deciding whether to redeem, a reasonable

InterPrivate stockholder would have considered it important to know the substantial delta between the value per share public stockholders were told to expect and the SPAC's net cash per share.

10. Second, the Proxy contained financial projections that Defendants knew or should have known were patently unattainable, particularly in light of the state of Legacy Aeva's technology and true total addressable market ("TAM"). Specifically, a diligence report provided to the Board by its undisclosed advisor, [redacted] Legacy Aeva's success was [redacted]

[5] AEVA_000000598. All references to "AEVA_____" are to documents produced in response to Plaintiff's Section 220 inspection demand. All emphases herein are added unless stated otherwise.

[redacted]

11. [redacted]

12. This diligence presentation was not the only reason the InterPrivate Defendants knew or should have known that the Proxy Projections (as defined herein) were unrealistic. [redacted]

[6] AEVA_000000601.

[7] *Id.*

[8] AEVA_000000600.

[9] *Id.*

[redacted]

13. The Proxy also omitted material information. In particular, the Proxy failed to disclose that the Board or InterPrivate [redacted] Further, the Proxy failed to disclose any of the [redacted]

14. InterPrivate held its stockholder meeting seeking approval of the Merger on March 11, 2021. Based on the misleading Proxy, stockholders approved the Merger at this meeting. In addition, stockholders redeemed only a *de minimis* amount of their shares. Defendants closed the Merger on March 12, 2021.

15. Almost immediately after the close of the Merger, the public began learning that the Proxy Projections were unrealistic. While the Proxy Projections told public stockholders that Legacy Aeva projected over $11 million in revenue for 2021 (the year of the Merger), New Aeva missed by over 15%, only achieving $9.265 million in total revenues. Fiscal years 2022 and 2023 were even farther off the mark, with revenues of $4.2 million and $4.3 million, respectively, compared with $35 million and $75 million, respectively, projected in the Proxy Projections.

16. New Aeva's gross profits have likewise substantially missed the mark, decreasing dramatically over the post-Merger time period, with $3.4 million in 2021 compared with $5 million projected in the Proxy, and gross *losses* of $4.2 million in 2022 and $5.9 million in 2023, compared with $19 million and $43 million, respectively, in annual gross *profits* projected in the Proxy Projections.

17. Predictably, Legacy Aeva's stock price cratered on this news and continued to fall as the Company continued to report negative results, revealing its true value. On March 19, 2024, New Aeva conducted a 1-for-5 reverse stock split. Even after the reverse stock split, New Aeva's stock is still trading under $3.50 a share.

18. Because the Controller Defendants and Director Defendants received unique benefits in the Merger, to the detriment of the common stockholders, the Merger is subject to entire fairness review. Defendants cannot show the Merger was entirely fair. Plaintiff seeks monetary damages and all available equitable relief arising from Defendants' breaches of fiduciary duty, unjust enrichment, and aiding and abetting in connection with the unfair acquisition of Legacy Aeva.

JURISDICTION

19. At all times relevant hereto, the Company's Charter requires that the Court of Chancery shall be the sole and exclusive forum for any action asserting claims for breach of fiduciary duty owed by any director, officer, or stockholder of

InterPrivate and/or New Aeva. In addition, Plaintiff entered into a confidentiality agreement with New Aeva in order to review its internal books and records. The confidentiality agreement set the Delaware Court of Chancery as the exclusive forum for any breach of fiduciary duty action such as this.

THE PARTIES

Plaintiff

20. Plaintiff is a stockholder of New Aeva, formerly known as InterPrivate and has continuously been a stockholder since before the redemption deadline.

Defendants

21. Defendant Fattouh was InterPrivate's CEO and a director from August 2019 to March 2021, and also Chairman of the Board from December 2019 to March 2021. Fattouh was also a New Aeva director from March 2021 to November 2022. Fattouh has also been the CEO of IP LLC since June 2017. Fattouh founded IP LLC in June 2017. Fattouh was also InterPrivate II Acquisition Corp.'s ("InterPrivate II") CEO, Chairman of the board, and a director from September 2020 to December 2022; InterPrivate III Financial Partners Inc.'s ("InterPrivate III") CEO, Chairman of the board, and a director from September 2020 to December 2023; and InterPrivate IV InfraTech Partners Inc.'s ("InterPrivate IV") Chairman of the board and a director from September 2020 to April 2023.

22. Defendant Bentley was InterPrivate's GC and a director from August 2019 to March 2021. Bentley has also been IP LLC's GC since June 2017. Bentley

was also InterPrivate II's GC and a director from September 2020 to December 2022; InterPrivate III's GC from September 2020 to December 2023; and InterPrivate IV's GC from September 2020 to April 2023.

23. Defendant Patel was InterPrivate's VP from August 2019 to March 2021. Patel has been a Principal of IP LLC since January 2019. Patel was also InterPrivate III's VP from September 2020 to December 2023.

24. Defendant Pinto was InterPrivate's Senior VP from August 2019 to March 2021. Pinto has also been a Partner of IP LLC since January 2020. Pinto was also InterPrivate II's Executive VP from September 2020 to December 2022.

25. Defendant Pham was InterPrivate's Senior VP from August 2019 to March 2021. Pham was also a Partner of IP LLC from 2019 to 2022. Pham was also InterPrivate II's Executive Vice President from September 2020 to December 2022.

26. Defendant Harris was an InterPrivate director from January 2020 to March 2021. Harris was also an InterPrivate II director from March 2021 to December 2022.

27. Defendant Luckett was an InterPrivate director from April 2020 to March 2021. Luckett was also an InterPrivate II director from November 2021 to December 2022.

28. Defendant Cinquegrana was an InterPrivate director from January 2020 to March 2021.

Entity Defendants

29. Defendant Sponsor is a Delaware limited liability company with principal executive offices located at 1350 Avenue of the Americas, New York, New York. In August 2019, Sponsor purchased an aggregate of 5,750,000 Founder Shares for a total purchase price of $25,000 (or $0.004 per share). In December 2019, the SPAC effectuated a dividend of 0.2 shares of InterPrivate common stock for each share of common stock held, resulting in there being an aggregate of 6,037,500 Founder Shares outstanding. The Sponsor is a wholly-owned subsidiary of IP LLC, an entity controlled by Fattouh, and therefore all securities held by the Sponsor may ultimately be deemed to be beneficially held by Fattouh. Each of the Director Defendants and Officer Defendants held an economic interest in the Sponsor.

30. Defendant IP LLC is a Delaware limited liability company with principal executive offices at 1350 Avenue of the Americas, New York, New York. IP LLC [redacted] IP LLC has sponsored a total of four related SPACs: InterPrivate, which completed its business combination

with Legacy Aeva on March 12, 2021; [redacted]

Aider and Abettor Defendants

31. Defendant New Aeva (as successor to Legacy Aeva) is a Delaware corporation with principal executive offices at 555 Ellis Street, Mountain View, California. New Aeva develops and manufactures 4D LiDAR sensors which use the Company's proprietary FMCW technology to enable the adoption of LiDAR across broad applications. Unlike prior LiDAR sensors that rely on Time-of-Flight technology and can only measure depth and reflectivity, New Aeva's FMCW technology purportedly measures instant velocity in addition to depth, reflectivity, and inertial motion. The Company purportedly combines such instant velocity measurements and long-range performance with silicon photonics technology for commercialization. On March 12, 2021, InterPrivate completed a business combination with Legacy Aeva and subsequently proceeded to operate as New Aeva. As of December 31, 2023, New Aeva had 301 full-time employees.

32. Defendant Salehian has been New Aeva's CEO and a director since March 2021. Salehian was also Legacy Aeva's CEO and a director from December 2016 to March 2021. Salehian co-founded Legacy Aeva in December 2016.

33. Defendant Rezk has been New Aeva's President, Chief Technology Officer, Chairman of the board, and a director since March 2021. Rezk was also Legacy Aeva's Chief Technology Officer and a director from December 2016 to March 2021. Rezk co-founded Legacy Aeva in December 2016.

Relevant Non-Defendant

34. EarlyBirdCapital, Inc. ("EarlyBird") is a boutique investment bank that is focused on SPACs. EarlyBird was the primary underwriter in connection with the IPO. The Controller Defendants caused InterPrivate to issue 250,000 Representative Shares (as defined herein) to EarlyBird for $25, and in connection with the IPO, EarlyBird was permitted to purchase 116,919 private placement units. EarlyBird was paid $8.5 million for its role as the underwriter, all of which was contingent on the close of a business combination. According to the Proxy, EarlyBird was also retained as an advisor in connection with the Merger. EarlyBird has served as the lead underwriter in 87 SPAC IPOs, 80% of which have closed de-SPAC mergers, including serving as the underwriter for InterPrivate II in its IPO. In connection with its role as an underwriter in the InterPrivate II IPO, EarlyBird was allocated 57,538 "bonus shares," 200,000 Representative Shares, and 766,677 private placement

warrants, and was paid approximately $4.5 million in underwriting fees dependent on consummation of a business combination.

SUBSTANTIVE ALLEGATIONS

The Typical SPAC Structure Is Inherently Conflicted

35. SPACs, also known as "special purpose acquisition companies" or "blank check companies," are publicly traded shells created to merge with privately held businesses. Once a SPAC identifies a target and they agree to a deal, the parties effect a business combination through a reverse merger.

36. This transactional structure allows the target company to take the SPAC's place on a public exchange, permitting the target to bypass the traditional IPO process. Bypassing that process allows the target's equity to become publicly traded in an expedited manner without the traditional regulatory scrutiny that comes with a formal IPO.

37. While the traditional IPO process lets investors (i.e., the market) set the price at which the company is valued, the SPAC process switches that order of events. With a SPAC, investors buy shares of an empty-shell public entity at a SPAC-set price in order to have the opportunity to decide whether their shares will be converted into shares of an as-yet unidentified operating business. Investors rely on the managers of the SPAC in which they invest to find the right opportunity for an acquisition in order to create value.

38. Most SPACs follow the same basic structure. A SPAC will raise a predetermined amount of funds from public investors through an IPO, selling shares (and related warrants) at $10 per unit, and will hold those funds in trust for those investors while the SPAC seeks an acquisition target. The SPAC will then have a completion window, generally two years, to identify and execute a business combination. If the SPAC fails to do so before the completion window closes, it must return the funds to its public stockholders with interest, and the SPAC dissolves.

39. If the SPAC does identify a target and proposes a business combination, SPAC stockholders who do not like the deal have the right to redeem their stock for approximately the same amount as their initial investment, plus interest, minus some expenses. Thus, stockholders have a crucial investment decision to make, weighing the value of the redemption right against the anticipated value of the post-deal company's stock.

40. The value of the redemption right is directly tied to the quality of the disclosures surrounding the proposed acquisition. Disclosures concerning SPAC deals are, to date, far less regulated than those made in connection with an IPO. For instance, unlike with traditional IPOs, in a SPAC merger there is typically no road show where institutional investors and analysts can ask questions of management and no "quiet period" or practical prohibition on disclosure of projections.

41. In a typical SPAC, insiders receive, for a nominal price, founder shares, which are convertible into 20% of the post-IPO, pre-business combination stock of the blank-check company. Once the SPAC finds a business combination to take a company public, these founder shares (often acquired for pennies per share) convert into ordinary common stock of the post-merger company. As a result, holders of founder shares are greatly incentivized to complete *any* deal prior to the close of the completion window (when the SPAC otherwise must return investors' money) even if that deal is detrimental to the SPAC's public stockholders.

42. Founder shares are worthless absent a business combination. However, upon the consummation of a business combination following stockholder approval, founder shares become worth millions of dollars at even modest valuations, providing the holders of founder shares with a spectacular windfall.

43. [redacted]

44. This exact format and course of events was anticipated and carried out by the Controller Defendants.

The Controller Defendants Create the Inherently-Conflicted InterPrivate

45. On August 16, 2019, the Controller Defendants incorporated InterPrivate in Delaware as a SPAC for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. The Prospectus on Form 424(b)(4) filed with the SEC and issued in connection with the IPO acknowledged and informed stockholders that InterPrivate's initial stockholders, the Sponsor and Fattouh, would "continue to exert control [of InterPrivate] at least until the consummation of a business combination."

46. In August 2019, the Controller Defendants caused InterPrivate to sell to the Sponsor an aggregate of 5,750,000 Founder Shares in exchange for $25,000, or approximately $0.004 per share. Following a dividend and a forfeiture of certain Founder Shares in connection with the IPO, the Sponsor and Fattouh held 6,037,500 Founder Shares at the time of the Merger.

47. The Controller Defendants also caused InterPrivate to issue 250,000 shares to purported advisor EarlyBird for $25 (or $0.0001 per share) (the "Representative Shares").[10] Redemption and liquidations rights were waived as to the Representative Shares.

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10 [redacted]

48. Prior to the IPO, in January 2020, the Sponsor and Fattouh selected and placed Fattouh, Bentley, Harris, and Cinquegrana on the Board and appointed each of the other InterPrivate officers (Pinto, Bentley, Pham, and Patel). Shortly thereafter, the Sponsor allocated 30,000 Founder Shares to Cinquegrana and Harris. The Controller Defendants also granted each of InterPrivate's officers an interest in the Sponsor, but the size of those interests and any consideration paid therefore were not disclosed in the Proxy.

49. On February 3, 2020, InterPrivate went public through its IPO, in which it sold 21,000,000 units to public investors at $10 per public unit ("Public Unit(s)"). Each Public Unit consisted of one share of common stock ("Public Share(s)") and one-half of one whole warrant. Each whole warrant ("Public Warrant(s)") was exercisable in exchange for one share of common stock at an exercise price of $11.50. Each Public Share came with a redemption right that allowed those Public Shares to be redeemed at $10 per share plus any accrued interest from the Trust held in public stockholders' benefit in the event of a request to extend InterPrivate's liquidation deadline or a vote on a business combination. Even if public stockholders redeemed their Public Shares, they would be permitted to retain their Public Warrants. In the event of a liquidation, public stockholders were entitled to receive the same $10 per share plus interest in liquidating distributions from the Trust.

50. On February 10, 2020, InterPrivate consummated the sale of an additional 3,150,000 Public Units subject to the underwriters' exercise of their over-allotment option at $10 per Public Unit, generating additional proceeds of $31.5 million, resulting in a total of $241.5 million in cash placed in the Trust.

51. Following the IPO, the Founder Shares and Representative Shares held by the Sponsor, the Director Defendants, and EarlyBird comprised in excess of 22% of the outstanding equity of InterPrivate.

52. Simultaneously with the consummation of InterPrivate's IPO, the Sponsor and EarlyBird purchased 618,000 private placement units at a price of $10 per unit, generating proceeds of approximately $6.18 million. Each private placement unit included one private placement share and one-half of one private placement warrant.

53. InterPrivate had until November 6, 2021, to close a business combination. In the alternative, InterPrivate could seek stockholder approval for an extension of the time period in which it could consummate a transaction, but in such circumstances, would have to give public stockholders the option to redeem their shares at $10 per share plus interest.

The Controller Defendants Controlled InterPrivate

54. The Controller Defendants controlled InterPrivate. The Company's IPO documents admit that Fattouh and IP LLC control the Sponsor, which owned

the vast majority of the Founder Shares and controlled approximately 20% of InterPrivate's voting shares at the time of the Merger.[11]

55. The Controller Defendants also appointed the officers of InterPrivate, with Fattouh serving as CEO and Chairman; Bentley, who had been working with Fattouh since 2005, as GC and Chief Operating Officer; Pinto (an advisor to Fattouh since 2015) and Pham (an advisor to Fattouh since 2018) as Senior VPs; and Patel (a principal of IP LLC, and thus an employee of Fattouh) as VP.

56. The Controller Defendants divided the Board into three classes, each of which would serve for three years with only one class of directors being elected in each year. Since InterPrivate only had 21 months to enter into an initial business combination, stockholders would be unable to change a majority of the Board.

57. The Controller Defendants then [redacted]

58. InterPrivate's Board was financially interested in the de-SPAC because each director owned interests in the Sponsor that equated to Founder Shares and warrants that were only valuable upon a successful de-SPAC. In particular, Harris,

[11] The IPO documents also admit that IP LLC is controlled by Fattouh.

Cinquegrana, and Luckett, who was appointed to the Board on April 1, 2020, each received 30,000 Founder Shares from the Sponsor, worth $443,000 at the time of the Proxy.

59. Harris also paid $250,000 for 100,000 shares of InterPrivate common stock and 12,500 InterPrivate warrants, which, at the time of the Proxy, had a market value of approximately $1.5 million and $46,000, respectively.

60. Luckett paid $50,000 for 20,000 shares of InterPrivate common stock and 2,500 InterPrivate warrants, which had a market value of approximately $295,000 and $9,250, respectively.

61. [redacted]

The Controller Defendants Dominate the Acquisition Process

62. InterPrivate went public on February 10, 2020. Unable to find a merger partner for seven months, InterPrivate began considering Legacy Aeva when, on September 2, 2020, a representative of Lux Capital Management, a Legacy Aeva investor, which, at the time, also held a seat on the Legacy Aeva board, introduced Fattouh to Salehian, Legacy Aeva's President and CEO. Fattouh set up a meeting with Salehian and InterPrivate's management team for an initial discussion of Legacy Aeva's prospects.

63. On September 4, 2020, Salehian and his team met with Fattouh, Pham, and Pinto. Salehian provided the InterPrivate team with an overview of Legacy Aeva's business, growth prospects, and plans for a possible business combination.

64. Also on September 4, 2020, InterPrivate reached out to Morgan Stanley & Co. ("Morgan Stanley") to advise InterPrivate regarding Legacy Aeva's business and its suitability as a potential acquisition candidate. Morgan Stanley was also retained as a placement agent for PIPE transactions. According to the Proxy, the Company hired EarlyBird as an advisor, but there is no evidence that EarlyBird provided any actual financial or other Merger-related advice to the Board and EarlyBird is not mentioned at all in background of the business combination in the Proxy.

65. On September 9, 2020, Legacy Aeva made a presentation to InterPrivate's management team and Morgan Stanley, which included a general discussion of Legacy Aeva's financial prospects.

66. On September 13, 2020, Salehian provided InterPrivate with access to a data room and its full financial model. That same day, Salehian met with InterPrivate to discuss an investment presentation provided by Legacy Aeva in advance of the meeting and Aeva's financial model and business (the "Legacy Aeva Presentation").

67. The Legacy Aeva Presentation contained Salehian and his team's projections for revenue, unit sales, and profit. The presentation projected Legacy Aeva to [redacted]

68. That revenue came from sales [redacted]

[12] AEVA_000001331.

[13] AEVA_000001306.

[redacted]

69. [redacted]

[redacted]

70. On September 15, 2020, InterPrivate met with Salehian and Rezk. During this meeting, the parties continued their discussions regarding the terms of a

possible business combination transaction and technical due diligence matters, including production relationships, Legacy Aeva's 4D LiDAR-on-chip technology and perception solutions developed on silicon photonics and their applications in automotive, consumer electronics, consumer health, industrial, and security markets.

71. On September 17, 2020, Luckett met with InterPrivate management, Fattouh, Pham, and Pinto, to discuss Legacy Aeva's business and a potential letter of intent ("LOI"). Also that day, Salehian and Rezk had a management presentation meeting with all of the InterPrivate Defendants, during which the parties discussed the potential transaction as well as Legacy Aeva's technology compared to legacy LiDAR technology.

72. Following the meeting, Fattouh submitted the LOI that valued Legacy Aeva [redacted]

73. On September 19, 2020, Fattouh and the other members of InterPrivate's management had a meeting with Salehian and Rezk to discuss the LOI.

74. On September 20, 2020, Credit Suisse Securities (USA) LLC ("Credit Suisse"), on behalf of Legacy Aeva, submitted a revised LOI to InterPrivate. Among other things, the LOI addressed stockholder approval requirements.

75. On September 21, 2020, InterPrivate's legal counsel, Greenberg Traurig, LLP ("Greenberg"), submitted a revised LOI to Legacy Aeva. The parties executed this revised LOI that same day. There is no evidence that the Board was involved in these exchanges, reviewed a draft of the LOI, or approved execution of the final LOI. [redacted]

76. The LOIs contemplated that InterPrivate would make a PIPE offering in connection with the Merger.

77. On September 22, 2020, InterPrivate, Legacy Aeva, Morgan Stanley, and Credit Suisse commenced the PIPE placement process, which would ultimately result in PIPE financing of $320 million at the close of the Merger.

78. On November 1, 2020, the InterPrivate Board approved the Merger at a valuation of $1.7 billion for the combined company. Attending the meeting were the Director Defendants and Greenberg.[14] Since the time the Board agreed to the Merger, it had received a number of presentations from its advisors that are not mentioned in the Proxy. [redacted]

[14] AEVA_000000771.

[15] AEVA_000000573.

[redacted]

79. The presentations are, for the most part, undated, but demonstrate that Legacy Aeva had [redacted]

80. [redacted]

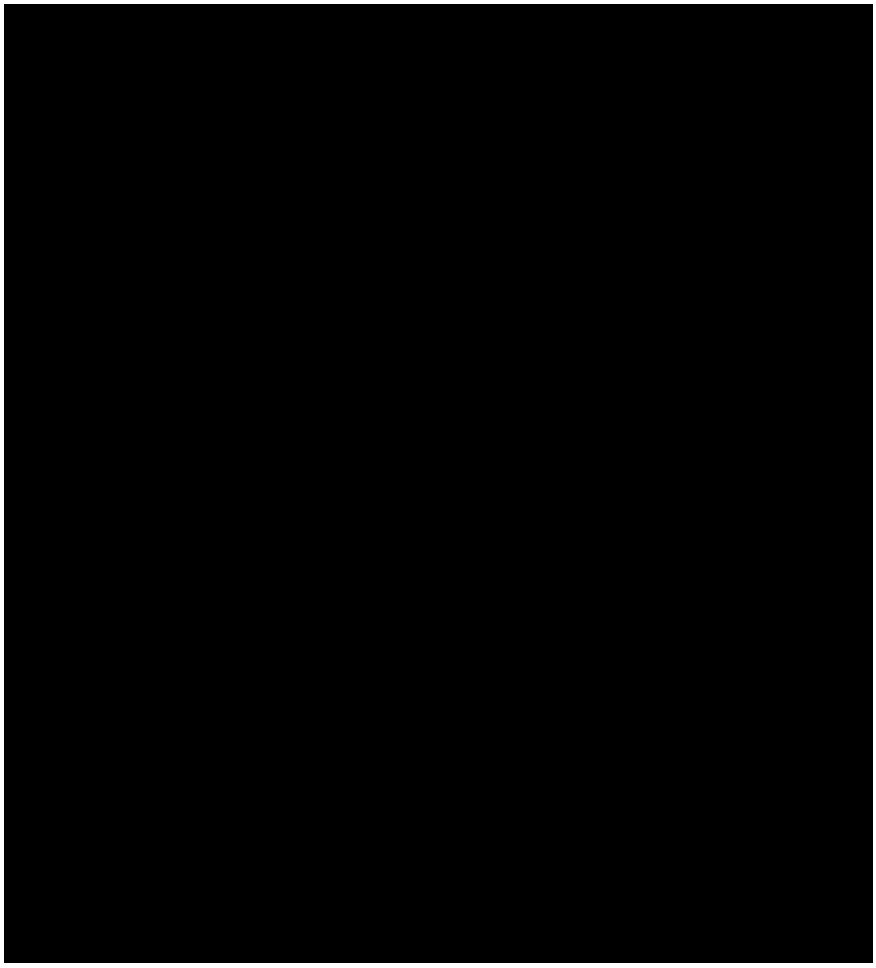
81. [redacted]

[16] *Id.*

[17] AEVA_000001360.

[18] AEVA_000001399.

[19] AEVA_000001365.



82. [redacted]

[redacted]

[redacted]

[20] AEVA_000001377.

[redacted]

83. Concerning "technological readiness," [redacted]

[redacted]

[21] AEVA_000001378.

[redacted]

84. [redacted]

[redacted]

[redacted]

85. Finally, [redacted]

[redacted]

[redacted]

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[22] AEVA_000001379.

[23] AEVA_000001396 [redacted]

[redacted]

86. [redacted]

87. InterPrivate's Board's minutes, but not the Proxy, [redacted]

88. [redacted]

[24] AEVA_000000580.

[25] AEVA_000000581.

[26] *Id.*; *see also* AEVA_000000584.

[redacted]

89. Concerning Legacy Aeva's technology and products, [redacted]

[redacted]

[27] AEVA_000000581.

[28] AEVA_000000598.

[29] *Id.*

[30] AEVA_000000594.

[31] AEVA_000000598.

[32] *Id.*

90. For commercialization, [redacted]

91. [redacted]

92. [redacted]

93. The Board also received a reported titled "Valuation Discussion Materials," that appears to be put together by InterPrivate's management (the

[33] AEVA_000000597.

[34] AEVA_000000581.

[35] AEVA_000000603.

[36] *Id.*

"Valuation Report").[37] The Valuation Report contained [redacted]

94. [redacted]

[37] AEVA_000000744.

[38] AEVA_000000745.

[39] *Id.*

95. The Valuation Report also [redacted]

[redacted]

[40] AEVA_000000751.

96. The Proxy only contained the Proxy Projections, not the Valuation Report's [redacted].

97. On November 19, 2020, the InterPrivate Defendants caused InterPrivate to file with the SEC a presentation to stockholders pursuant to Rule 425 of the Securities Act of 1933 (the "Investor Presentation").

98. On February 16, 2021, the InterPrivate Defendants caused to be filed with the SEC the Definitive Proxy Statement on Form 424(b)(3) (the "Proxy"). The Proxy set the stockholder meeting for March 11, 2021, and provided that stockholders as of February 5, 2021, were entitled to vote on the Merger. The Proxy additionally stated that InterPrivate stockholders could "redeem all or a portion of their Public Shares[.]" The holder of the Public Shares could elect to redeem or

"convert" this stock for approximately $10.07 per share instead of invest in the post-Merger entity.

99. The Legacy Aeva Defendants had a contractual obligation to ensure that the information that they provided to the InterPrivate Defendants was true *and* did not omit any material fact *at the time the Registration Statement is declared effective*. In particular, section 7.01 of the Business Combination Agreement states:

> (d) The Company represents that the information supplied by the Company for inclusion in the Registration Statement and the Proxy Statement shall not, at (i) the time the Registration Statement is declared effective, (ii) the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the stockholders of InterPrivate and the Company, (iii) the time of the InterPrivate Stockholders' Meeting, and (iv) the Effective Time, contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If, at any time prior to the Effective Time, any event or circumstance relating to the Company, or its officers or directors, should be discovered by the Company which should be set forth in an amendment or a supplement to the Registration Statement or the Proxy Statement, the Company shall promptly inform InterPrivate. All documents that the Company is responsible for filing with the SEC in connection with the Merger or the other transactions contemplated by this Agreement will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the rules and regulations thereunder and the Exchange Act and the rules and regulations thereunder.

100. On March 15, 2021, the first post-close trading day for New Aeva common stock, New Aeva's stock closed at $16.16 per share. As of this date, based on the closing price of New Aeva common stock, the Founder Shares were worth

[redacted] Based on the same metric, the Representative Shares held by EarlyBird [redacted]

The Proxy Was False and Misleading and Omitted Material Information

101. "The [InterPrivate] Board was under an 'affirmative duty' to provide 'materially accurate and complete' information to stockholders in connection with the redemption choice and merger vote."[41] In connection with the de-SPAC, however, the InterPrivate Defendants issued a Proxy that was materially false and misleading.

102. First, the Proxy falsely attributed a $10 value per share to each InterPrivate share that would be invested in Legacy Aeva as a result of the Merger. In truth, InterPrivate's only asset at the time of the Proxy was the cash that it raised, which amounted to materially less than $10 per share.

103. As with all SPACs, InterPrivate's sole asset prior to the Merger was cash. To calculate the value of a share that InterPrivate would exchange with Legacy Aeva stockholders in the Merger, one begins with cash, subtracts costs, and divides that number by InterPrivate's pre-Merger shares outstanding:

$$\textbf{Net Cash Per Share} = \frac{\textbf{Cash} - \textbf{Costs}}{\textbf{Pre-Merger Shares}}$$

[41] *Delman v. GigAcquisitions3, LLC*, 288 A.3d 692, 723 (Del. Ch. 2023) (citation omitted).

104. To determine net cash, costs must be subtracted from the total cash held by the Company pre-Merger. As to InterPrivate, those costs include: (i) Merger-related transaction costs; and (ii) the value of the public and private placement warrants.

105. To determine net cash per share, one must divide net cash by the number of pre-Merger shares outstanding, which include: (i) Public Shares; (ii) Founder Shares; (iii) private shares to underwriter; (iv) Representative Shares; and (v) PIPE shares.

106. To the extent one can obtain the inputs listed above—and one cannot obtain all the inputs from the disclosures in the Proxy—InterPrivate's net cash per share at the time the Proxy was filed was less than $8.50 per share, before taking into account any redemptions in connection with the Merger. This is the maximum value InterPrivate would contribute to the Merger—not $10. Hence, InterPrivate public stockholders who invested in the Merger instead of redeeming could not reasonably expect to receive $10 worth of New Aeva stock in exchange upon consummation of the Merger. At most, all they could expect to receive was the amount they would contribute to the Merger—less than $8.50 per share.

107. This basic fact was not disclosed to InterPrivate's public stockholders. Furthermore, public stockholders were not informed of the facts they would need to compute this on their own, nor were they even told that such an analysis would be

highly relevant to an estimate of the value they could expect to receive if they chose to invest in the Merger rather than redeem their shares. Some of the information used to reach the less than $8.50 figure was scattered across the Proxy in no coherent form and other pieces of information are wholly absent. The Proxy touted the Merger as in the best interests of the Company's stockholders, despite the fact that the stockholders' actual choice was between investing in the Merger, which could reasonably be expected to yield no more than $8.50 per share, or receiving approximately $10.07 per share in a redemption.

108. Because the Proxy omitted and obfuscated material information needed to determine the net cash underlying InterPrivate shares—and thus the value of those shares—InterPrivate's public stockholders could not make an informed decision whether to redeem their shares or invest in the Merger.

109. In response to InterPrivate overvaluing its shares at $10 in the share exchange provided for in the Merger, it would be reasonable to expect Legacy Aeva to overvalue *its* shares in order to get a fair deal. And indeed, this is what Legacy Aeva did, with the assistance of InterPrivate management, and what the InterPrivate Board accepted. The Proxy did not disclose this risk to public stockholders.

110. Second, the Proxy contained Legacy Aeva's overstated projections concerning revenue and adjusted gross profit (the "Proxy Projections"):

	Forecast Year Ended December 31,					
(USD in millions)	2020E	2021E	2022E	2023E	2024E	2025E
Revenue	$ 5	$ 11	$ 35	$ 75	$ 286	$ 880
Adjusted Gross Profit[(1)]	$ 3	$ 5	$ 19	$ 43	$ 177	$ 552
Adjusted EBITDA[(2)]	$ (27)	$ (65)	$ (82)	$ (88)	$ 21	$ 347
Free Cash Flow[(3)]	$ (28)	$ (69)	$ (91)	$ (100)	$ 15	$ 343

(1) Adjusted Gross Profit is calculated as Revenue less Cost of Revenue. For purposes of these projections, Cost of Revenue excludes stock-based compensation and manufacturing overhead expenses.
(2) Adjusted EBITDA is defined as Operating Income (loss) plus depreciation and amortization and stock based compensation.
(3) Free Cash Flow is defined as Adjusted EBITDA less capital expenditures.

111. The Proxy explained that these projections were prepared by Legacy "Aeva's management" and provided to InterPrivate.

112. However, as explained above, Defendants knew these Proxy Projections were unrealistic. [redacted]

113. Similarly, Defendants' own internal documents show that [redacted]

[42] AEVA_000001332.

114. Despite being materially different from the Proxy Projections, the InterPrivate Board [redacted] Nor did the InterPrivate Board [redacted]

115. In the Investor Presentation, the InterPrivate Defendants claimed that Legacy Aeva had a TAM of approximately $200 billion. In particular, it stated:

[redacted]

116. [redacted]

[redacted]

117. As was the claim that Legacy Aeva would accomplish $6 billion in revenue by 2030. Instead of the claimed 3% penetration rate claimed in the Investor Presentation, [redacted]

The Truth Comes Out Regarding Legacy Aeva

118. The truth about New Aeva's market health was revealed to the investing public in a series of disclosures following the Merger, decimating its stock price. Legacy Aeva's "commitments" never appeared and the Company reported disappointing revenue and gross profit. For 2022, New Aeva reported revenue of just $4.2 million and a loss of over $4.2 million. In contrast, the Proxy Projections claimed that stockholders could expect New Aeva to post a gross profit in 2022 of $18.8 million on revenue of $35.3 million.

119. New Aeva performed even worse in 2023. That year, New Aeva had revenue of just $2.7 million, over $70 million below the Proxy Projections, and a loss of $5 million, over $47 million less than the Proxy Projections.

120. On September 22, 2023, New Aeva announced that it had received a notice of delisting from the New York Stock Exchange because its average closing price was trading below $1 per share for the previous 30 consecutive days. New Aeva stock had last traded above $1 per share on September 6, 2023.

121. On March 12, 2024, New Aeva needed to complete a 1-for-5 reverse stock split. Even after reducing its share count by 80%, New Aeva still trades under $3.50 a share.

CLASS ACTION ALLEGATIONS

122. Plaintiff, a stockholder in the Company, brings this action individually and as a class action pursuant to Court of Chancery Rule 23 on behalf of himself and all holders of InterPrivate common stock who did not redeem their InterPrivate common stock shares as of the redemption deadline associated with the Merger (excluding Defendants and any person, firm, trust, corporation, or other entity related to, affiliated with, or under the control of any of the Defendants) ("Class").

123. This action is properly maintainable as a class action.

124. A class action is superior to other available methods for fair and efficient adjudication of this controversy.

125. The Class is so numerous that joinder of all members is impracticable.

126. The number of Class members is believed to be in the thousands, and they are likely scattered across the United States. Moreover, damages suffered by

individual Class members may be small, making it overly expensive and burdensome to pursue redress on their own.

127. There are questions of law and fact that are common to all Class members and that predominate over any questions affecting only individuals, including, without limitation:

(a) whether the InterPrivate Defendants owed fiduciary duties to Plaintiff and the Class;

(b) whether entire fairness is the applicable standard of review;

(c) whether the InterPrivate Defendants breached their fiduciary duties to Plaintiff and the Class;

(d) whether the Legacy Aeva Defendants aided and abetted the InterPrivate Defendants' breaches;

(e) whether the Proxy the InterPrivate Defendants issued soliciting stockholders to vote in favor of the Merger was false and misleading;

(f) the existence and extent of any injury to the Class or Plaintiff caused by any breach;

(g) the availability and propriety of equitable remedies; and

(h) the proper measure of the Class's damages.

128. Plaintiff's claims and defenses are typical of the claims and defenses of other Class members, and Plaintiff has no interests antagonistic or adverse to the

interests of other Class members. Plaintiff will fairly and adequately protect the interests of the Class.

129. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature.

130. Defendants have acted in a manner that affects Plaintiff and all members of the Class alike, thereby making appropriate injunctive relief and/or corresponding declaratory relief with respect to the Class as a whole.

131. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendants; or adjudications with respect to individual members of the Class would, as a practical matter, be dispositive of the interest of other members or substantially impair or impede their ability to protect their interests.

FIRST CAUSE OF ACTION

Direct Claim for Breach of Fiduciary Duty Against the Controller Defendants

132. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

133. As explained herein, the Controller Defendants were InterPrivate's controlling stockholders. As InterPrivate's controlling stockholders, the Controller

Defendants owed Plaintiff and the Class the utmost fiduciary duties of care, good faith, and loyalty.

134. For their own personal benefit and in breach of their fiduciary duties, the Controller Defendants caused InterPrivate to enter into the Merger. The Controller Defendants breached their fiduciary duties owed to Plaintiff and the Class by, *inter alia*, engaging in an unfair process that resulted in the Controller Defendants receiving unique benefits in the form of Founder Shares and ensuring that additional capital from the Trust went to the Company instead of the Class.

135. The Merger was not fair, and the Controller Defendants will be unable to carry their burden to establish the fairness of either the process leading to the Merger or the value of the stock the Class received when its members elected to invest in the Company rather than exercise their redemption rights.

136. Non-redeeming stockholders of InterPrivate have been harmed as a result of the Controller Defendants' breach of fiduciary duty, and were unable to mitigate or avoid the damages caused by the Controller Defendants' breaches by exercising their redemption rights prior to the Merger.

137. Plaintiff and the Class are therefore entitled to damages from the Controller Defendants' breaches of fiduciary duty.

138. Plaintiff and the Class lack an adequate remedy at law.

SECOND CAUSE OF ACTION

Direct Claim for Breach of Fiduciary Duty Against the Officer Defendants

139. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

140. The Officer Defendants owed Plaintiff and the Class the utmost fiduciary duties of care and loyalty, which include an obligation to act in good faith, with candor, and to provide accurate material disclosures to InterPrivate's stockholders.

141. These duties required the Officer Defendants to place the interests of InterPrivate's stockholders above their personal interests and the interests of the Director Defendants and Controller Defendants. The Officer Defendants are not exculpated from breaches of their duty of care for actions taken in their capacity as officers (which include all actions set forth herein except their formal vote on the Merger).

142. Through the events and actions described herein, the Officer Defendants breached their fiduciary duties to Plaintiff and the Class by prioritizing their own personal, financial, and/or reputational interests and those of the Controller Defendants and Director Defendants and approving the Merger, which was unfair to InterPrivate's common stockholders.

143. The Merger was not fair, and the Officer Defendants will be unable to carry their burden to establish the fairness of either the process leading to or the price reflected in the Merger.

144. The Officer Defendants also breached their duty of candor by issuing the false and misleading Proxy.

145. As a result, Plaintiff and the Class were unable to mitigate or avoid the harm from the Officer Defendants' breaches by exercising their redemption rights prior to the Merger.

146. To the contrary, relying on the false and misleading Proxy, the Class approved the acquisition of Legacy Aeva and elected to invest in the Company instead of redeeming their stock.

147. Plaintiff and the Class suffered damages in an amount to be determined at trial.

148. Plaintiff and the Class lack an adequate remedy at law.

THIRD CAUSE OF ACTION

Direct Claim for Breach of Fiduciary Duty Against the Director Defendants

149. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

150. The Director Defendants, as InterPrivate directors, owe the Class the utmost fiduciary duties of due care, good faith, loyalty, and candor. By virtue of

their positions as directors of InterPrivate and/or their exercise of control and ownership over the business and corporate affairs of the Company, the Director Defendants at all relevant times controlled, influenced, and caused InterPrivate to engage in the practices complained of herein. Each of the Director Defendants was required to: (i) use their ability to control and manage InterPrivate in a fair, just, and equitable manner; and (ii) act in furtherance of the best interests of the Class and not their own.

151. These duties required the Director Defendants to place the interests of InterPrivate's stockholders above their personal interests and the interests of the Officer Defendants and/or Controller Defendants.

152. The Director Defendants breached their fiduciary duties owed to Plaintiff and the Class by, *inter alia*: (i) overseeing an unfair process and approving an unfair transaction by permitting InterPrivate to enter into the Merger; (ii) inducing InterPrivate stockholders to vote in favor of the Merger based on false and/or materially misleading disclosures in the Proxy; and (iii) impairing InterPrivate stockholders' redemption rights by issuing false and/or materially misleading disclosures in the Proxy.

153. The Merger was not fair, and the Director Defendants will be unable to carry their burden to establish the fairness of either the process leading to or the price reflected in the Merger.

154. Non-redeeming stockholders of InterPrivate have been harmed by the Director Defendants' breaches of fiduciary duty, and were not able to mitigate or avoid the damages from the Director Defendants' breaches by exercising their redemption rights prior to the Merger.

155. Plaintiff and the Class are therefore entitled to damages from the Director Defendants' breaches of fiduciary duty.

156. Plaintiff and the Class lack an adequate remedy at law.

FOURTH CAUSE OF ACTION

Direct Claim for Unjust Enrichment Against the InterPrivate Defendants

157. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

158. As detailed herein, any profits obtained by the InterPrivate Defendants on account of ownership of Founder Shares is unfair to Plaintiff and the Class and is the product of breaches of fiduciary duty by each of the named InterPrivate Defendants.

159. It would be unconscionable to permit each named InterPrivate Defendants to retain the improper benefits received in the Merger. Equity requires the InterPrivate Defendants to disgorge all Founder Shares (and any profits realized therefrom) received as a result of their breaches of fiduciary duty.

FIFTH CAUSE OF ACTION

Direct Claim for Aiding and Abetting Breaches of Fiduciary Duty Against the Legacy Aeva Defendants

160. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

161. Although the Legacy Aeva Defendants did not owe fiduciary duties to Plaintiff and the Class prior to the Merger closing, they were aware of the fiduciary duties and obligations of the InterPrivate Defendants, including their duties of loyalty and due care.

162. In addition, Legacy Aeva Defendants contracted by way of the Merger Agreement to participate in drafting the Proxy and the Proxy Projections. Moreover, the Legacy Aeva Defendants undertook covenants that any information supplied for inclusion in the Proxy would not "contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading."

163. By providing InterPrivate with overstated and inflated projections of Legacy Aeva's growth—projections they knew the InterPrivate Defendants would use to sell the Merger to InterPrivate's public stockholders—the Legacy Aeva Defendants knowingly contributed to the InterPrivate Defendants' breaches of their fiduciary duties of loyalty and care to the stockholders.

164. In addition, the Legacy Aeva Defendants knew that the InterPrivate shares were valued at $10 for purposes of the share exchange in the Merger (despite the fact that InterPrivate would be contributing less than $8.50 in net cash per share in the Merger). In order to get a fair deal, the Legacy Aeva Defendants had to inflate the value of Legacy Aeva commensurately. They supported that inflated valuation of Legacy Aeva by providing the materially false Proxy Projections (which they knew the InterPrivate Defendants would publish in the Proxy, in breach of the InterPrivate Defendants' fiduciary duties) and by making material omissions and materially misleading statements in the Proxy.

165. As a result of Legacy Aeva Defendants' aiding and abetting of the InterPrivate Defendants' breaches of fiduciary duty, Plaintiff and the Class were harmed by not exercising their redemption rights prior to the Merger.

166. Plaintiff and the Class suffered damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment and relief in his favor and in favor of the Class, and against Defendants, as follows:

A. Declaring that this action is properly maintainable as a class action;

B. Finding the Director Defendants liable for breaches of fiduciary duty;

C. Finding the Officer Defendants liable for breaches of fiduciary duty;

D. Finding the Controller Defendants breached their fiduciary duties in their capacity as: (i) the controlling stockholders of InterPrivate; and (ii) controlling stockholders over the challenged transaction;

E. Finding the stockholder vote on the Merger was not fully informed because the Proxy was false and misleading;

F. Finding the stockholders' redemption decision associated with the Merger was not fully informed because the Proxy was false and misleading;

G. Finding that the process culminating in the Merger and the issuance of the Founder Shares was not entirely fair;

H. Finding that the InterPrivate Defendants were unjustly enriched as a result of the challenged transaction;

I. Finding the Legacy Aeva Defendants liable for aiding and abetting the breaches of fiduciary duties owed to Plaintiff and the Class by the InterPrivate Defendants;

J. Disgorging all ill-gotten gains from Defendants;

K. Awarding Plaintiff and the other members of the Class damages in an amount which may be proven at trial, together with pre- and post-judgment interest therein;

L. Awarding reasonable attorneys' and experts witness' fees and other costs; and

M. Awarding such other and further relief as this Court may deem just and proper.

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