



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE INTERPRIVATE
ACQUISITION CORP.
STOCKHOLDER LITIGATION

CONSOLIDATED
C.A. No. 2024-0221-LWW

FINAL JUDGMENT AND ORDER

WHEREAS, the Court is advised that the Parties,¹ through their counsel, have agreed, subject to Court approval following notice to the Class and a hearing, to settle the above-captioned action (“Action”) upon the terms and conditions set forth in the Stipulation of Settlement dated December 6, 2024, as amended on April 28, 2025 (the “Stipulation” or “Settlement”);

WHEREAS, on the 12th day of September, 2025, this Court held a hearing to determine: (i) whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation are fair, reasonable, and adequate to the Class and should be approved by the Court; (ii) whether the Class should be finally certified for settlement purposes; (iii) whether a Judgment, as provided in paragraph 6 of the Stipulation, should be entered; (iv) whether the proposed Plan of Allocation

¹ As used herein, the term “Parties” means: (a) Louis Smith and Todd Katz (“Plaintiffs”); and (c) defendants Ahmed M. Fattouh, Brandon C. Bentley, Jeffrey A. Harris, Pietro Cinquegrana, Matthew Lockett, Alan Pinto, Brian Q. Pham, Minesh K. Patel, Soroush Salehian Dardashti, Mina Rezk, InterPrivate Acquisition Management LLC, InterPrivate LLC, and Aeva Technologies, Inc. (“Aeva” or the “Company”) (collectively, “Defendants”).

should be approved; and (v) whether and in what amount to award attorneys' fees and expenses to Plaintiffs' Counsel and Plaintiffs;

WHEREAS, the Court has considered all matters submitted to it at the hearing and otherwise;

WHEREAS, it appears that a notice of the hearing, substantially in the form approved by the Court on May 23, 2025 (the "Notice"), was provided to all individuals and entities, reasonably identifiable, who purchased, acquired, or held InterPrivate Acquisition Corp. ("InterPrivate") Class A Common Stock at any time between August 16, 2019 and March 12, 2021, and held redeemable common stock on March 9, 2021 (the "Class" or "Class Members"), as shown by the records provided to and compiled by the Settlement Administrator in connection with its providing of the Notice, at the respective addresses set forth in such records, and that a Summary Notice of the hearing, substantially in the form approved by the Court on May 23, 2025, was published pursuant to the Scheduling Order with Respect to Notice and Settlement Hearing ("Scheduling Order") as set forth in the Affidavit of Jack Ewashko;

WHEREAS, the Court has considered and determined the fairness and reasonableness of the award of attorneys' fees and expenses requested by Plaintiffs' Counsel; and

WHEREAS, all capitalized terms not otherwise defined herein having the meanings set forth and defined in the Stipulation.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over the subject matter of this Action and over all of the Parties and all Class Members for purposes of the Settlement.

2. This Judgment incorporates and makes a part hereof the Stipulation filed with the Court on July 2, 2024.

3. The Court finds, pursuant to Court of Chancery Rules 23(a) and 23(b)(1) and (b)(2), that:

(a) the Class is so numerous that joinder of all members is impracticable;

(b) there are questions of law and fact common to the Class which predominate over any individual question;

(c) the claims of Plaintiffs are typical of the claims of the Class;

(d) Plaintiffs and Plaintiffs' Counsel have fairly and adequately protected the interests of the Class;

(e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the members of the Class in individually controlling the prosecution with separate actions; (ii) the extent and nature of any litigation concerning the controversy already

commenced by members of the Class; (iii) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the class action;

(f) that the Action is hereby certified (in connection with Settlement only) as a class action pursuant to Court of Chancery Rule 23, on behalf of the Class. Excluded from the Class (the “Excluded Persons”) are: (a) Defendants; (b) members of the immediate family of any Individual Defendant; (c) any person who was an officer, director, or partner of any Defendant during the Class Period and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has, or had during the Class Period, a controlling interest; (f) affiliates, heirs, estates, trusts, successors, or assigns of any such excluded persons or entities; and (g) accounts that held Aeva, Inc. (“Legacy Aeva”) or InterPrivate stock for the benefit of any such excluded persons or entities; and

(g) Plaintiffs are hereby certified as Class Representatives, and Plaintiffs’ Counsel are certified as Class Counsel. The Court concludes that Class Representatives and Class Counsel have fairly and adequately represented the Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Court of Chancery Rules 23(a)(4) and 23(d)(1) and (g), respectively.

4. Pursuant to Court of Chancery Rule 23, the Court hereby approves the Settlement set forth in the Stipulation and finds that:

(a) in light of the benefits to the Class and the complexity and expense of further litigation, the Stipulation and the Settlement described therein, are, in all respects, fair, reasonable, and adequate and in the best interest of the Class;

(b) Plaintiffs and Plaintiffs' Counsel have adequately represented the Class;

(c) there was no collusion in connection with the Stipulation;

(d) the Stipulation was the product of informed, arm's-length negotiations among competent, able counsel;

(e) the relief provided for the Class is adequate, having taken into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the Class, including the method of processing Class Members' claims; and (iii) the award of attorneys' fees and expenses, including timing of payment;

(f) the proposed Plan of Allocation treats Class Members equitably relative to each other; and

(g) the record is sufficiently developed and complete for the Parties to have adequately evaluated and considered their positions.

5. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. The Court hereby dismisses this Action and all Released Claims with prejudice. The Parties are to bear their own costs, except as and to the extent provided in the Stipulation and herein.

6. The releases as set forth in paragraphs 1, 7, and 8 of the Stipulation (the “Releases”), together with the definitions contained in paragraph 1 relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date.

7. Upon the Effective Date, and as provided in paragraph 7 of the Stipulation, Plaintiffs shall, and each and every Released Plaintiff Party shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever waived, released, relinquished, discharged, and dismissed with prejudice each and every one of the Released Plaintiffs’ Claims (including, without limitation, Unknown Claims) against each and every one of the Released Defendant Parties with prejudice, and shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, continuing to prosecute, or maintaining in any court of law or equity, arbitration tribunal, or administrative forum any and all of the Released Plaintiffs’ Claims against any and all of the Released Defendant Parties, whether or not such Released Plaintiff Parties execute and deliver the Proof of Claim

and Release or share in the Net Settlement Fund. Plaintiffs and each Released Plaintiff Party are bound by this Judgment, including, without limitation, the release of claims as set forth in paragraph 7 of the Stipulation. The Released Plaintiffs' Claims are hereby settled, released, discharged, and dismissed as against the Released Defendant Parties on the merits and with prejudice by virtue of the proceedings herein and this Judgment. Released Plaintiffs' Claims expressly exclude claims related to the enforcement of the Stipulation, Settlement, or this Judgment as set forth in paragraphs 1 and 7 of the Stipulation.

8. Upon the Effective Date, and as provided in paragraph 8 of the Stipulation, each of the Released Defendant Parties shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Defendants' Claims (including, without limitations, Unknown Claims) against the Plaintiffs, the Class, and Plaintiffs' Counsel. Claims to enforce the terms of the Stipulation, Settlement, or this Judgment are not released as set forth in paragraphs 1 and 8 of the Stipulation.

9. The dissemination of the Notice and the publication of the Summary Notice were implemented in accordance with the Scheduling Order.

10. The form and manner of the notice provided to the Class is hereby determined to have been the best notice practicable under the circumstances, including individual notice to Class Members who could be identified through

reasonable effort, and to have been given in full compliance with each of the requirements of Court of Chancery Rule 23, due process, and all other applicable laws and rules, and it is further determined that all members of the Class are bound by this Judgment. No Class Member is relieved from the terms of the Settlement, including the Releases provided for therein, based upon the contention or proof that such Class Member failed to receive actual or adequate notice. A full opportunity has been offered to Class Members to object to the proposed Settlement and to participate in the hearing thereon. Thus, it is hereby determined that all members of the Class are bound by this Order and Final Judgment.

11. There have been no objections to the Settlement.

12. Any Plan of Allocation submitted by Plaintiffs' Counsel or any order entered regarding any attorneys' fee or expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment. Separate orders shall be entered regarding approval of the Plan of Allocation and Plaintiffs' Counsel's application for an award of attorneys' fees and expenses.

13. Any appeal or any challenge affecting solely the approval of: (a) the Plan of Allocation submitted by Plaintiffs' Counsel, and/or (b) this Court's approval regarding any attorneys' fee and expense applications shall in no way disturb or affect the finality of the other provisions of this Judgment nor the Effective Date of the Settlement.

14. Neither this Judgment, the Stipulation, nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is, or may be deemed to be, or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any liability, negligence, fault, or other wrongdoing of the Released Defendant Parties, or (b) is, or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of the Released Defendant Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendants, Plaintiffs, Class Members, Released Plaintiff Parties, and/or Released Defendant Parties may file the Stipulation and/or this Judgment in any other action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, injunction, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. The Court finds that Defendants have satisfied their financial obligations under the Stipulation by paying or causing to be paid \$14,000,000.00 to the Settlement Fund, in accordance with paragraph 1 of the Stipulation.

16. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over Defendants, Plaintiffs, and Class Members for all matters relating to the administration, interpretation, effectuation,

or enforcement of the Stipulation, Settlement, and this Judgment, including administering and distributing Settlement proceeds to the Class Members.

17. The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Court of Chancery Rule 11, and all applicable ethics requirements.

18. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to Defendants, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and may not be introduced as evidence or reflected in any action or proceeding by any person or entity. In such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and the Parties shall revert to their respective positions in the Action as of April 28, 2025, as provided in the Stipulation.

19. The Parties are hereby authorized, without further approval of the Court, to unanimously agree to and adopt in writing amendments, modifications, and expansions of the Stipulation, provided that such amendments, modifications, and expansions of the Stipulation are not materially inconsistent with this Judgment, and do not materially limit the rights of the Class Members under the Stipulation.

20. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

21. The Action and all of the claims asserted against Defendants in the Action by Plaintiffs and the other Class Members and all Released Claims are hereby dismissed with prejudice. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

22. There is no reason for delay in the entry of this Judgment and the Court expressly directs immediate entry of this Judgment by the Clerk of the Court.

IT IS SO ORDERED.

/s/ Lori W. Will
Vice Chancellor Lori W. Will