

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE NIKOLA CORPORATION
DERIVATIVE LITIGATION

CONSOLIDATED
C.A. No. 2022-0023-KSJM

ED LOMONT,

Plaintiff,

v.

C.A. No. 2023-0908-KSJM

TREVOR R. MILTON, MARK A.
RUSSELL, KIM J. BRADY, BRITTON
M. WORTHEN, MIKE MANSUETTI,
STEVEN J. GIRSKY, JEFFREY W.
UBBEN, GERRIT A. MARX, LONNIE R.
STALSBERG, DEWITT THOMPSON V,
and SOOYEAN JIN,

Defendants,

and

NIKOLA CORPORATION,

Nominal Defendant.

NOTICE OF PENDENCY OF SETTLEMENT OF DERIVATIVE ACTIONS

**TO: ALL CURRENT OR OTHERWISE APPLICABLE STOCKHOLDERS
OF NIKOLA CORPORATION (NASDAQ SYMBOL: NKLA)**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN
THIS DERIVATIVE LITIGATION. IF THE COURT APPROVES THE
PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM
CONTESTING THE FAIRNESS, REASONABLENESS AND ADEQUACY**

**OF THE PROPOSED SETTLEMENT, OR PURSUING THE RELEASED
DERIVATIVE CLAIMS DEFINED HEREIN.**

**IF YOU DO NOT INTEND TO OBJECT TO THE PROPOSED
SETTLEMENT, THE ATTORNEY'S FEE AND EXPENSE AWARD
AMOUNT, INCLUDING ANY SERVICE AWARDS TO BE PAID FROM THE
FEE AND EXPENSE AWARD, DESCRIBED HEREIN, NO ACTION IS
REQUIRED BY YOU IN RESPONSE TO THIS NOTICE.**

WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice¹ is to inform you of (i) the derivative litigation in the Delaware Chancery Action, the Delaware Federal Derivative Action, the Arizona Federal Derivative Action, and the Demand Made Derivative Action (collectively, the “Actions”) brought by Plaintiffs derivatively on behalf of Nikola Corporation (“Nikola” or the “Company”); (ii) a proposal to settle the Actions as provided in a Stipulation of Settlement (“Stipulation”) dated as of August 21, 2025, which sets forth the terms and conditions of the proposed Settlement of the Actions; (iii) your right, among other things, to object to the proposed Settlement, any requested Fee and Expense Award, including any service awards to Plaintiffs to be paid solely from any Fee and Expense Award, and to attend and participate in a hearing scheduled for November 20, 2025, at 3:15 p.m., before The Honorable Kathaleen St. Jude McCormick, at the Delaware Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 (the “Settlement Hearing”).

This Notice describes the rights you may have under the Stipulation and what steps you may, but are not required to, take concerning the proposed Settlement. If

¹ All capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Stipulation and Scheduling Order.

the Court approves the Stipulation, the Parties will ask the Court to approve an Order and Final Judgment (the “Final Judgment”) that would end the Actions.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING DESCRIPTION DOES NOT CONSTITUTE FINDINGS OF ANY COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF ANY COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

A. Plaintiffs’ Allegations And Relief Sought

Plaintiffs are current stockholders of nominal defendant Nikola. Nikola is a Delaware corporation with its principal place of business located in Phoenix, Arizona. Nikola is an electric semi-truck manufacturer founded in 2015 by Defendant Trevor Milton (“Milton”), who later served as CEO and then Executive Chairman of the Company. On June 2, 2020, Nikola merged with VectoIQ Acquisition Corp., a special purpose acquisition company, and became a public company (the “Merger”).

Defendants include: (i) Trevor Milton, Kim J. Brady, Stephen J. Girskey, Sooyean (Sophia) Jin, Mike Mansuetti, Mark A. Russell, Steve Shindler, DeWitt Thompson V, Jeffrey W. Ubben, Gerrit A. Marx, Lon R. Stalsberg, Britton Worthen, and Inclusive Capital Partners Spring Master Fund, L.P. (“Spring Master Fund” and, together the “Individual Defendants”); and (c) nominal defendant Nikola (together

with the Individual Defendants the “Defendants,” and collectively with Plaintiffs, the “Parties” and each a “Party”).

Plaintiffs allege that certain of the Individual Defendants breached their fiduciary duties, including disclosure violations under *Malone* and oversight failures under *Caremark*, and that certain Individual Defendants misappropriated nonpublic information under *Brophy* or aided and abetted such misappropriation. Specifically, Plaintiffs allege that certain of the Individual Defendants failed to oversee, prevent and remedy Milton’s and the Company’s materially false and misleading public statements and omissions about Nikola’s capabilities, technology, reservations, products, and commercial prospects, as well as the misappropriation of material nonpublic information.

Plaintiffs allege that many of Milton and the Company’s statements were not true, because, at the time the statements were made, Nikola did not possess the claimed proprietary technologies or energy assets and had not yet built a fully functioning zero-emissions semi-truck or a prototype of a zero-emissions pickup truck. Plaintiffs allege that certain of the Individual Defendants did nothing to investigate or stop Milton’s misrepresentations, which he spread through public social media posts, podcast interviews, and television appearances. Milton’s conduct purportedly fueled a highly inflated and ultimately unsupported valuation of Nikola’s business and financial prospects.

Plaintiffs allege that after the Merger, Milton issued a steady stream of allegedly misleading statements, fueling increases in Nikola's stock price that entitled him and other senior Nikola executives to realize millions of dollars' worth of "performance awards" tied to Nikola's short-term share price performance. Plaintiffs further allege that certain members of the Nikola board of directors (the "Board") failed in their oversight duties by encouraging Milton's ongoing stock-price hype by giving him free rein to make statements concerning the Company's business and failing to implement any oversight on his public statements.

On September 10, 2020, Hindenburg Research published a 52-page report (the "Hindenburg Report") claiming that "Nikola is an intricate fraud built on dozens of lies over the course of its Founder and Executive Chairman Trevor Milton's career."

Plaintiffs allege that, as a result of the publication of the Hindenburg Report, Nikola's share price plummeted by 24% over the next two days. Milton resigned from Nikola just ten days later on September 20, 2020.

In their Second Amended Complaint, as relevant here, Plaintiffs demanded a judgment that: (i) determined that this action is a proper derivative action maintainable under law and demand on Nikola's board of directors is excused; (ii) declared that the Individual Defendants breached their fiduciary duties to Nikola, were unjustly enriched, and wasted corporate assets; (iii) awarded against all Individual Defendants and in favor of Nikola the amount of damages sustained by

Nikola as a result of the Individual Defendants’ alleged breaches of fiduciary duties, unjust enrichment, and waste of corporate assets; (iv) ordered Defendant Ubben to disgorge profits allegedly obtained as a result of his sales of Nikola stock; (v) establishment of a constructive trust over the compensation, profits or other remuneration obtained by Defendants as a result of their alleged unjust enrichment; (vi) awarded Plaintiffs the costs and disbursements of this action, including reasonable attorneys’ and experts’ fees, costs, and expenses; and (vii) the grant of such other and further relief as the Court may have deemed just and equitable.

B. Related Litigation Proceedings

1. Trevor Milton’s Criminal Case Proceedings

On July 29, 2021, the U.S. Department of Justice (the “DOJ”) indicted Milton for securities fraud and wire fraud under the caption *United States v. Milton*, No. 1:21-cr-00478-ER-1 (S.D.N.Y.) (the “DOJ Action”). On October 14, 2022, a federal jury found Milton guilty of one count of criminal securities fraud and two counts of criminal wire fraud. Milton received a sentence of four years in prison and a one million dollar fine and was ordered to forfeit certain real estate. On March 27, 2025, President Donald J. Trump issued to Milton, and Milton accepted, “A Full and Unconditional Pardon,” including “remission of any and all fines, penalties, forfeitures, and restitution ordered by the court” in the DOJ Action. On

April 7, 2025, the court ordered that Milton's bail conditions and any other conditions of release were exonerated and released.

2. The Securities And Exchange Commission Proceedings

Also on July 29, 2021, the U.S. Securities and Exchange Commission (the "SEC") filed a civil action against Milton captioned *SEC v. Milton*, No. 1:21-cv-06445-AKH (S.D.N.Y.) (the "SEC Action"). The SEC Action currently remains stayed. On December 21, 2021, the Company agreed separately to a cease-and-desist order with the SEC related to Milton's and the Company's alleged misconduct and was ordered to pay a \$125 million penalty. Nikola entered into a payment schedule with the SEC and thus far has made payments totaling approximately \$44.7 million.

3. Nikola's Arbitration Proceedings Against Milton

On November 3, 2021, the Company initiated arbitration proceedings against Milton seeking reimbursement for costs and damages arising from his alleged conduct underlying the DOJ Action and SEC Action (the "Arbitration Proceeding"). In October 2023, an arbitration panel issued an award in Nikola's favor (the "Arbitration Award").

The Company petitioned to confirm the Arbitration Award and, on September 9, 2024, U.S. District Judge Diane Humetewa of the U.S. District Court for the District of Arizona, granted the petition. *See Nikola Corp. v. Milton*,

2024 WL 4120320 (D. Ariz. Sept. 9, 2024). The award was later modified by Judge Humetewa on November 4, 2024. Milton has appealed that decision. The appeal remains pending.

4. Federal Securities Class Action Proceedings

A related putative federal securities class action, captioned *Borteanu v. Nikola Corp.*, No. 2:20-cv-01797-SPL (D. Ariz.), was filed in the United States District Court for the District of Arizona (the “Securities Class Action”). Certain claims survived motions to dismiss filed by the defendants in that action, and discovery is ongoing. The court has set April 21, 2025, as the date for the close of fact discovery.

C. The Settling Actions

1. The Delaware Chancery Action

a. Procedural Background

On October 13, 2020, Barbara Rhodes (“Rhodes”), through counsel, sent a letter to the Board demanding inspection of Nikola’s books and records pursuant to 8 *Del. C.* § 220 (the “Rhodes Demand”). Nikola responded to the Rhodes Demand and subsequently, on February 9, 2021, Rhodes and Nikola entered into a confidentiality agreement governing the production of documents in response to the Rhodes Demand. Nikola then made multiple productions of documents to Rhodes.

On August 18, 2021, Zachary BeHage (“BeHage”) and Benjamin Rowe (“Rowe”), through counsel, sent a letter to the Board demanding inspection of Nikola’s books and records, pursuant to 8 *Del. C.* § 220 (the “BeHage and Rowe Demand”). On August 26, 2021, Nikola responded to the BeHage and Rowe Demand and the parties engaged in meet and confer efforts to resolve the BeHage and Rowe Demand but were unsuccessful.

On October 8, 2021, BeHage and Rowe filed a books and records action in the Court, pursuant to 8 *Del. C.* § 220, captioned *BeHage v. Nikola Corporation*, C.A. No. 2021-0865-KSJM (Del. Ch.) (the “220 Action”), seeking to compel the production of the previously requested relevant documents.

Following negotiations between BeHage and Rowe and Nikola, on November 19, 2021, Nikola produced an agreed-upon set of books and records to resolve the 220 Action.

On January 7, 2022, Rhodes filed a Verified Stockholder Derivative Complaint in this Court under the caption *Rhodes v. Milton*, C.A. No. 2022-0023-KSJM (Del. Ch.) (the “Rhodes Action”).

On January 14, 2022, BeHage and Rowe filed a Verified Shareholder Derivative Complaint in this Court under the caption *BeHage v. Trevor Milton*, C.A. No. 2022-0045-KSJM (Del. Ch.) (the “BeHage Rowe Action”).

On February 1, 2022, this Court consolidated the Rhodes Action and the BeHage Rowe Action, with all future docketing in the lead case to be under the caption *In re Nikola Corporation Derivative Litigation*, Consol. C.A. No. 2022-0023-KSJM (Del. Ch.).

On February 15, 2022, Rhodes, BeHage, and Rowe filed their Verified Consolidated Amended Stockholder Derivative Complaint (“First Amended Complaint”). The First Amended Complaint was prepared following extensive investigations by counsel, which included, for example: (i) reviewing confidential books and records pursuant to 8 *Del. C.* § 220; reviewing and analyzing Nikola’s public filings with the SEC, press releases, announcements, transcripts of investor conference calls, short seller investment reports, and news articles; (ii) reviewing and analyzing the investigations, claims, and allegations in publicly-available pleadings and filings against Nikola, including private and government actions; (iii) researching the applicable law with respect to the claims asserted (or which could be asserted) and the potential defenses thereto; and (iv) researching corporate governance issues.

On March 10, 2022, Michelle Brown and Crisanto Gomes filed a related Verified Stockholder Derivative Complaint captioned *Brown v. Milton*, C.A. No. 2022-0223-KSJM (the “Brown Action”).

In early March 2022, Defendants requested that the Plaintiffs in the Delaware Chancery Action stay the action in its entirety. The Plaintiffs agreed to stay certain claims in light of the Securities Class Action but refused to stay certain other claims related to alleged breaches of fiduciary duty in connection with the Merger, insider trading, and aiding and abetting insider trading.

Accordingly, on April 4, 2022, the Court entered a stipulation in the Delaware Chancery Action that, among other things, provided for a partial stay of the Delaware Chancery Action, including Counts I, II, III, IV, V (in part), VIII (in part), IX (in part), and X (in part) in the First Amended Complaint pending resolution of motions to dismiss in the Securities Class Action.

On April 13, 2022, Defendants moved to stay the remaining unstayed claims in the Delaware Chancery Action pending, among other things, the outcome of the Securities Class Action. Plaintiffs opposed the broader stay and briefing on the motions to stay concluded on May 25, 2022.

Following oral argument on the stay motions, on June 1, 2022, the Court issued a bench ruling staying the remaining Counts in the First Amended Complaint until the earlier of October 31, 2022, or three business days after the resolution of motions to dismiss in the Securities Class Action.

On November 21, 2022, the Court entered a minute order continuing the stay of the Delaware Chancery Action until the earlier of January 3, 2023, or the resolution of motions to dismiss in the Securities Action.

On January 4, 2023, the Court entered an agreed-upon order submitted by the parties that extended the stay for another week, until January 11, 2023, and requested that the parties advise the Court of their respective positions as to a continuation of the stay.

On January 12, 2023, this Court granted the parties' stipulation to (i) consolidate the Brown Action into the Delaware Chancery Action; (ii) further stay the Delaware Chancery Action until February 14, 2023; (iii) appoint Plaintiffs Rhodes, BeHage, and Rowe as Lead Plaintiffs; (iv) appoint Cohen Milstein Sellers & Toll PLLC ("Cohen Milstein") and Johnson Fistel PLLP ("Johnson Fistel" and together with Cohen Milstein the "Lead Counsel") as Lead Counsel; (iv) appoint Andrews & Springer LLC as Delaware Counsel; and (iv) appoint Robbins LLP as Additional Counsel.

On February 16, 2023, Lead Plaintiffs filed a Verified Second Consolidated Amended Complaint (the "Second Amended Complaint"). Prior to filing the Second Amended Complaint, Lead Counsel obtained the trial transcripts and available exhibits from the DOJ Action which they reviewed and incorporated into the pleading.

The Second Amended Complaint included derivative claims as well as direct class claims against certain defendants related to the Merger and added new defendants related to those claims. The parties then agreed to a briefing schedule on defendants' anticipated motions to dismiss.

On April 10, 2023, the Court granted a stipulation and proposed order of Plaintiffs' voluntary dismissal without prejudice of VectoIQ, LLC and Plaintiffs' notice and proposed order of voluntary dismissal without prejudice of VectoIQ Holdings, LLC as defendants in the Delaware Chancery Action.

On April 24, 2023, the Court granted a stipulation and proposed order of Plaintiffs' voluntary dismissal without prejudice of certain counts as to Defendant Shindler in the Delaware Chancery Action.

On May 3, 2023, Defendants filed five (5) separate briefs in support of their motions to dismiss the Second Amended Complaint. The motions addressed both the derivative claims and direct class claims. The Nikola director defendants and Milton moved to dismiss the derivative claims asserted against them in part and did not move to dismiss claims concerning the alleged disclosure violations under *Malone* or the purported oversight failures under *Caremark*, as alleged in the Second Amended Complaint.

On July 26, 2023, Lead Plaintiffs filed their 78-page omnibus opposition brief to Defendants' five motions to dismiss. Defendants filed their reply briefs on August 25, 2023.

On December 8, 2023, the Court heard oral argument on Defendants' motions to dismiss the Second Amended Complaint.

On April 9, 2024, this Court issued a bench ruling granting in part and denying in part the Defendants' motions to dismiss. An implementing order subsequently provided by the parties and entered by the Court sustained the alleged disclosure violations and oversight failures under *Caremark* asserted against certain director and officer defendants because those claims were not the subject of motions to dismiss. The Court also upheld the *Brophy* claim against Jeffrey Ubben and upheld certain of the direct class claims concerning the Merger under *MultiPlan* and its progeny.

Specifically, the Court's implementing order upheld **Count I** (Direct Claim for Breach of Fiduciary Duty Against the VectoIQ Board Defendants), **Count X** (Derivative Claim for Insider Trading Under *Brophy* Against Defendant Ubben), and **Count XI** (Derivative Claim Against Inclusive Capital Partners Spring Master Fund, L.P. for Aiding and Abetting Insider Trading).

And the Court's implementing order also upheld **Count V** (Derivative Claim for Breach of Fiduciary Duty Against Defendant Milton) and **Count VII** (Derivative

Claim for Breach of Fiduciary Duty Against the Officer Defendants) as those defendants (Russell, Brady, and Worthen) did not move on these counts.

The Court's implementing order further provided as follows:

- a. Count II** (Direct Claim for Breach of Fiduciary Duty Against the Controller Defendants) and **Count III** (Direct Claim for Unjust Enrichment Against the Controller Defendants and VectoIQ Board Defendants) were dismissed under Rule 12(b)(6) as to defendant Shindler only for failure to state a claim. The Motions directed to those claims were otherwise denied.
- b. Count IV** (Direct Claim for Aiding and Abetting Breach of Fiduciary Duty Against Cowen) and **Count XIII** (Derivative Claim Against Cowen for Aiding and Abetting the VectoIQ Board's Breach of Fiduciary Duties) against defendant Cowen and Company, LLC were dismissed under Rule 12(b)(6) for failure to state a claim.
- c. Count VI** (Derivative Claim for Breach of Fiduciary Duty Against the Demand Board Defendants) was dismissed under Rule 12(b)(6) only as to Shindler for failure to state a claim.
- d. Count VIII** (Derivative Claim for Breach of Fiduciary Duty Against the Post-Merger Nikola Board Defendants for Failing to Terminate Milton for Cause) against defendants Milton, Russell, Jin, Mansuetti, Marx, Ubben,

Stalsberg, Thompson, Shindler, and Girskey was dismissed under Rule 12(b)(6) for failure to state a claim.

e. Count IX (Derivative Claim for Breach of Fiduciary Duty Against the VectoIQ Board Defendants) against defendants Girskey, Gendelman, Hallac, Lynch, Shindler, and McInnis was dismissed under Rule 12(b)(6) for failure to state a claim.

f. Count XII (Derivative Claim Against the Legacy Nikola D&O Defendants for Aiding and Abetting the VectoIQ Board's Breach of Fiduciary Duties) against defendants Milton, Russell, Jin, Mansuetti, Marx, Ubben, Stalsberg, Thompson, Brady, and Worthen was dismissed under Rule 12(b)(6) for failure to state a claim.

g. Count XIV (Derivative Claim for Unjust Enrichment Against the Individual Defendants) and **Count XV** (Derivative Claim for Waste of Corporate Assets Against the Individual Defendants) against defendants Milton, Russell, Jin, Mansuetti, Marx, Ubben, Stalsberg, Thompson, Girskey, Shindler, Gendelman, Hallac, Lynch, McInnis, Brady, and Worthen were dismissed under Rule 12(b)(6) for failure to state a claim.

b. Delaware Chancery Action Discovery Proceedings

Lead Counsel in the Delaware Chancery Action engaged in extensive fact discovery, including by preparing, serving, responding, and meeting and conferring

concerning multiple requests for production of documents and privilege disputes, serving subpoenas on non-parties, negotiating the scope of document productions, reviewing privilege logs, noticing and preparing for fact witness depositions, and engaging in numerous written and oral communications to meet and confer with certain defendants and non-parties concerning the scope and timing of document and deposition discovery. Given the pendency of certain unchallenged counts in the Second Amended Complaint, Lead Counsel commenced discovery while the motions to dismiss remained outstanding.

i. Party Document Discovery

On June 26, 2023, Lead Counsel prepared and served certain defendants with their first set of requests for production of documents related to those specific derivative claims the defendants had not moved to dismiss (the “Lead Plaintiffs’ First Set of RFPs”).

On July 26, 2023, certain defendants served their written responses and objections to the Lead Plaintiffs’ First Set of RFPs.

On August 8, 2023, Lead Counsel and counsel for certain defendants held a meet and confer concerning the Lead Plaintiffs’ First Set of RFPs. Lead Plaintiffs sought immediate production of documents the defendants had previously produced to the DOJ and the SEC.

On August 17, 2023, certain defendants served plaintiffs in the Delaware Chancery Action with their first set of requests for the production of documents (“Defendants’ First Set of RFPs”).

On September 18, 2023, Lead Counsel prepared and served written responses and objections to Defendants’ First Set of RFPs.

Between July 26, 2023, and October 23, 2023, Lead Plaintiffs and Defendants negotiated a proposed stipulation and proposed order governing the production and exchange of confidential and highly confidential information.

On September 25, 2023, the Court granted a Stipulation and [Proposed] Order for the Production and Exchange of Confidential and Highly Confidential Information (“Confidentiality Stipulation”). Defendant Milton objected to certain terms contained in the Confidentiality Stipulation and, pursuant to an agreement subsequently reached between Milton and the other defendants, on October 23, 2023, the Court entered a modified Confidentiality Stipulation.

On October 5, 2023, Lead Counsel prepared and served their second set of requests for production of documents to Milton, to which Milton served responses and objections on November 6, 2023. Between October 26, 2023, and April 5, 2024, Milton made seven separate document productions to Lead Counsel.

In response to Lead Counsel's document requests, on October 13, 2023, certain defendants commenced producing agreed upon documents following meet and confers with Lead Counsel concerning scope and timing for the productions.

On November 3, 2023, Lead Counsel filed a motion to compel the production of documents by Defendant Ubben after he and Defendant Spring Master Fund refused to produce responsive documents. On December 15, 2024, Defendant Ubben and Defendant Spring Master Fund agreed to produce documents and then produced responsive and agreed upon documents to Lead Counsel following multiple meet and confer sessions. Lead Counsel then withdrew the motion to compel on December 19, 2023.

On December 6, 2023, Milton served his first set of requests for production of documents to Lead Plaintiffs, to which Lead Counsel prepared and then served written responses and objections on January 5, 2024. On February 29, 2024, Lead Counsel produced documents on behalf of plaintiffs to Milton pursuant to his first set of requests for production of documents.

On January 24, 2024, following multiple meet and confers via correspondence, Defendants Thompson, Stalsberg, and Girsky produced to Lead Counsel certain agreed upon documents.

On February 16, 2024, Lead Counsel sent certain defendants a letter requesting materials produced in connection with the Arbitration Proceeding, AAA

Case No. 01-21-0017-1964, including search terms, and privilege logs. Lead Counsel and counsel for those defendants first met and conferred on the matter on February 28, 2024. On March 1, 2024, certain defendants produced to Lead Counsel certain documents they produced in connection with the Arbitration Proceeding. Then, on March 14, 2024, those defendants provided Lead Counsel with the requested search terms and a privilege log.

On February 29, 2024, Lead Counsel served on behalf of all plaintiffs in the Delaware Chancery Action their confidential documents pursuant to Plaintiffs' Responses and Objections to the Defendants' First Set of RFPs.

On March 15, 2024, pursuant to an agreement with Lead Counsel following multiple meet and confer communications, certain defendants produced to Lead Counsel additional materials in connection with the Arbitration Proceeding and materials produced in the DOJ and SEC cases by Anheuser-Busch, InBev.

ii. Non-Party Document Discovery

Beginning in the fall of 2023, Lead Counsel engaged in document discovery with several non-parties, including the preparation and service of subpoenas *duces tecum* and conducting multiple meet and confers with various counsel regarding the scope of the Non-Party Subpoenas, as defined below. As a result of those efforts, each of the non-parties agreed to produce, and did produce, responsive documents to Lead Counsel.

On October 5, 2023, Lead Counsel served subpoenas *duces tecum* on non-parties CNH Industrial America LLC (“CNHI”), Green Nikola Holdings LLC (“Green Nikola”), Hanwha Holdings, Inc. (“Hanwha”), Iveco Partners LLC (“Iveco”), Kirkland & Ellis LLP (“Kirkland & Ellis”), and Robert Bosch LLC (“Bosch”) (together the “Non-Party Subpoenas”).

On October 19, 2023, Lead Counsel received Kirkland & Ellis’s responses and objections to their subpoena *duces tecum*. Starting on November 1, 2023, Lead Counsel began their meet and confer efforts with Kirkland & Ellis concerning the law firm’s responses and objections to the subpoena *duces tucum* and the scope of production of responsive documents. On December 11, 2023, Kirkland & Ellis produced to Lead Counsel the documents agreed upon following the conclusion of several meet and confer conference calls and correspondence.

Beginning on October 20, 2023, Lead Counsel began meeting and conferring with counsel for non-party Bosch concerning Bosch’s responses and objections to the subpoena *duces tucum* and its production of responsive documents. Following the conclusion of these meet and confer efforts, on November 17, 2023, Bosch produced an agreed upon set of responsive documents.

Starting on November 15, 2023, Lead Counsel began their meet and confer efforts with counsel for non-party CNHI concerning CNHI’s responses and objections to the subpoena *duces tucum* and the scope of its production of

documents. On December 1, 2023, CNHI produced to Lead Plaintiffs the agreed upon documents following the completion of the meet and confer sessions.

On November 21, 2023, Lead Counsel received Ernst and Young's responses and objections to the subpoena *duces tecum* Lead Plaintiffs served on November 7, 2023. Starting on December 13, 2023, Lead Counsel began their meet and confer efforts with Ernst & Young concerning Ernst & Young's response to the subpoena *duces tucum* and the scope of its production of documents. On January 1, 2024, Ernst & Young produced the agreed upon documents following the completion of multiple meet and confer sessions.

On January 24, 2024, Lead Counsel served a subpoena *duces tecum* to non-party Nimbus Holdings LLC ("Nimbus"). On February 8, 2023, Nimbus served its responses and objections to the subpoena. Then, starting on February 13, 2024, Lead Counsel started its meet and confer efforts with counsel for Nimbus who ultimately confirmed that the document production made by Bosch on November 17, 2023, included all relevant documents requested from Nimbus.

iii. Deposition Preparation

As a result of the foregoing document discovery efforts, Lead Counsel obtained more than 2.4 million pages of documents from Defendants and eight non-parties. Lead Counsel designated a team of attorneys to review the produced

documents and analyze them in preparation for anticipated depositions and began reviewing these documents in preparation for the anticipated depositions.

Beginning on February 22, 2024, Lead Counsel began conducting meet and confer calls with Defendants to establish a deposition schedule and locations for these depositions. On February 27, 2024, Lead Counsel provided Defendants with a list of 28 anticipated deponents for depositions between April and July 2024, including parties and non-parties and current and former employees of Nikola. For the next two months, the parties exchanged correspondence and conducted conference calls regarding deposition scheduling.

On April 17, 2024, certain defendants identified three deponents from Lead Counsel's previously provided list of current and former Nikola employee fact witnesses for depositions in May. Lead Counsel reviewed relevant documents produced by Defendants and the non-parties, discussed *supra*, and prepared to take these three depositions, among others.

On April 22, 2024, the Court entered a First Amended Stipulation and Order Governing Case Schedule extending fact discovery until October 15, 2024.

On May 20, 2024, Lead Counsel and Defendants' counsel agreed to temporarily adjourn the scheduling of further depositions, including the taking of a deposition previously confirmed for May 29, 2024, in light of pending settlement discussions.

2. Delaware Federal Derivative Action

On September 23, 2020, plaintiff Hyeyoung Byun (“Byun”) filed a stockholder derivative complaint purportedly on behalf of nominal defendant Nikola in the United States District Court for the District of Delaware, captioned *Byun v. Milton et al.*, No. 20-cv-01277 (D. Del.) (the “Byun Action”). On October 19, 2020, plaintiffs Prahant Salguocar, Cynthia M. Longford, and Nahid Hajarian (“Salguocar, Longford and Hajarian”) filed another stockholder derivative action purportedly on behalf of nominal defendant Nikola, captioned *Salguocar et al., v. Girsky, et al.*, Case No. 20-cv-01404 (D. Del.) (the “Salguocar Action”). Also, on October 19, 2020, the District Court for the District of Delaware ordered a temporary stay of the Byun Action.

On November 13, 2020, the court ordered that the Byun Action and the Salguocar Action be consolidated under the caption *In re Nikola Corporation Derivative Litigation*, No. 1:20-cv-01277-CFC (D. Del.). Then, on November 16, 2020, the Hon. Colm F. Connolly, on request of the parties, entered an order staying the consolidated Delaware Federal Derivative Action, by reinstating the temporary stay agreed upon in the Byun Action. This Order stayed the case until 30 days after the earlier of the following events: (a) the Securities Class Action was dismissed in its entirety with prejudice; (b) defendants filed an answer to any complaint in the Securities Class Action; or (c) a joint request by plaintiff and defendants to lift the

stay was made. Within 20 days of any of the foregoing occurring, the stay order compelled the plaintiffs to meet and confer with the defendants and submit a proposed scheduling order governing further proceedings.

Pursuant to the stay, the defendants in the Delaware Federal Derivative Action agreed to produce any documents that were produced to any other Nikola stockholder pursuant to a books and records demand under 8 *Del. C.* § 220, as well as any discovery materials produced by the defendants in the Securities Class Action. In accordance with that agreement, the plaintiffs in the Delaware Federal Derivative Action have received and reviewed many thousands of pages of documents.

On January 31, 2023, plaintiffs in the Delaware Federal Derivative Action filed a Verified Consolidated Shareholder Derivative Complaint, asserting claims for Violations of Section 14(a) of the Exchange Act, Breach of Fiduciary Duties, Unjust Enrichment, Abuse of Control, Gross Mismanagement, and Insider Trading.

3. Arizona Federal Derivative Action

On December 18, 2020, plaintiff Chad Huhn (“Huhn”) filed a verified stockholder derivative complaint purportedly on behalf of nominal defendant Nikola in the United States District Court for the District of Arizona captioned as *Huhn v. Milton et al.*, Case No. 2:20-cv-2437 (D. Ariz.). Plaintiff Huhn alleges violations of Section 14(a) of the Exchange Act and state law claims for breaches of fiduciary duty and unjust enrichment.

On January 21, 2021, the parties agreed to stay the Arizona Federal Derivative Action until 30 days after the earlier of the following events: (1) dismissal of the Arizona Securities Class Action in its entirety with prejudice; (2) filing of an answer by defendants to the complaint in the Arizona Securities Class Action; or (3) a joint request by plaintiff and defendants that the court lift the stay, and to meet and confer within 20 days of the stay being lifted.

Pursuant to the stay, the defendants in the Arizona Federal Derivative Action agreed to produce any documents that were produced to any other Nikola stockholder pursuant to a books and records demand under 8 *Del. C.* § 220, as well as any discovery materials produced by the defendants in the Securities Class Action. In accordance with that agreement, Plaintiff Huhn has received and reviewed many thousands of pages of documents.

On April 5, 2024, the parties filed a joint motion to continue the ongoing stay of proceedings (“Joint Motion to Stay”). The Hon. Dominic W. Lanza granted the parties Joint Motion to Stay on April 5, 2024, and the case has remained stayed. *Id.* at ECF No. 19.

4. Demand Made Derivative Action

On December 23, 2022, plaintiff Ed Lomont (“Lomont”), through counsel, sent Nikola directors Bruce Smith and Mary Petrovich a demand letter requesting that the Company’s Board investigate and commence legal proceedings against

certain former and/or current directors, executive officers, employees, and agents of the Company for breach of fiduciary duties, indemnification and contribution, and other relevant and appropriate claims arising out of Milton's alleged misconduct and the Company's alleged noncompliance with its disclosure obligations and its alleged inadequate controls over its public statements and disclosures. On February 1, 2023, plaintiff Lomont's counsel emailed counsel for Nikola to alert him to the service of the demand letter. Thereafter, in a February 10, 2023, email, counsel for Nikola acknowledged the Board's receipt of Lomont's demand. On April 30, 2023, Lomont's counsel requested an update on the status of the demand. Lomont and his counsel did not receive a response.

On September 6, 2023, Lomont filed a verified stockholder "Demand Made" derivative complaint in this Court purportedly on behalf of Nikola alleging breaches of fiduciary duty, unjust enrichment, and contribution and indemnification against certain current and former directors and officers of Nikola captioned as *Lomont v. Milton, et al.*, No. 2023-0908-KSJM (Del. Ch.). On February 21, 2024, this Court granted the parties' stipulation to stay the Demand-Made Derivative Action for a period of 180 days.

Pursuant to the stay, the defendants in the Demand-Made Derivative Action agreed to produce any documents that were produced to any other Nikola stockholder pursuant to a books and records demand under 8 *Del. C.* § 220, as well

as any discovery materials produced by the defendants in the Securities Class Action or in any related pending derivative action. In accordance with that agreement, Lomont's counsel has received and reviewed thousands of pages of documents.

Following expiration of the February 2024 stay, the parties to the Demand-Made Derivative Action submitted a stipulation renewing the stay for an additional 60 days, which the Court granted on September 16, 2024.

D. Settlement Negotiations

On December 5, 2022, a mediation took place between the parties to the Securities Class Action, with the exception of Milton and Ubben, the latter of whom had not, at that point, been named a defendant in that action. The mediation occurred before the Hon. Layn R. Phillips (Ret.) ("Mediator Phillips"). Plaintiffs in the Delaware Federal Derivative Action and the Arizona Federal Derivative Action were invited to the mediation pursuant to the stipulations previously filed in those actions, but no negotiations with respect to the derivative claims occurred. Although no settlement was reached in the Securities Class Action, the parties continued settlement discussions.

Subsequently, Plaintiffs in the Delaware Chancery Action, Delaware Federal Derivative Action, and the Arizona Federal Derivative Action, along with Defendants, other than Milton and defendants named solely in the *MultiPlan* direct claims, agreed to participate in a mediation session before Mediator Phillips on

April 3, 2023. Although the April 3, 2023, mediation did not result in a settlement, the attending parties continued settlement discussions.

Over the next several months, the Parties to the Delaware Chancery Action, the Delaware Federal Derivative Action, and the Arizona Federal Derivative Action, other than Milton, continued to engage in settlement discussions, including with the assistance of the Mediator, to attempt to resolve the corporate governance reforms portion of Plaintiffs' settlement demands. These discussions did not result in a settlement.

During February and March 2024, as depositions approached in the Delaware Chancery Action, Lead Counsel in the Delaware Chancery Action commenced discussions with various defendants' counsel, including Milton's counsel, and proposed another mediation session – this time, one that would include all the Parties. Ultimately, all of the Parties attended a full-day global mediation on May 10, 2024, in New York City before Gregory Danilow of Phillips ADR (“Mediator Danilow”). Defendants' insurers also agreed to participate.

Although the May 10, 2024, mediation did not result in a settlement, the Parties continued settlement discussions through Mediator Danilow over the next two months. The Parties ultimately reached a Settlement in principle on August 23, 2024, following a mediator's recommendation made by Mediator Danilow, which was subsequently memorialized in a binding term sheet (the “Term

Sheet”). The Term Sheet set forth, among other things, the Parties’ agreement to resolve the Actions in exchange for a cash payment of \$22 million and \$6.3 million for the derivative claims and direct claims, respectively, along with certain corporate governance modifications, subject to certain terms and conditions and execution of a customary “long form” stipulation and agreement of settlement and related papers.

This Stipulation (together with the exhibits hereto) reflects the final and binding agreement among the Parties and supersedes the Term Sheet and also reflects the \$5.45 million increase in the derivative cash payment for a total of \$27.45 million obtained through the Chapter 11 proceeding.

E. The Bankruptcy Cases

On February 19, 2025, the Company and certain of its subsidiaries not party to the Actions commenced the Bankruptcy Case (and related bankruptcy cases under Chapter 11 of title 11 of the United States Code) with the Bankruptcy Court. Following the sale of substantially all the Company’s assets through various sale transactions, on June 23, 2025, the Company filed the *Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Nikola Corporation and its Debtor Affiliates* (the “Plan”).² On July 23, 2025, the Bankruptcy Court approved the Disclosure Statement (as defined in the Plan) on an interim basis for solicitation

² For purposes of this Stipulation, Plan shall include any Final Order of the Bankruptcy Court approving the Plan, including the Confirmation Order (as defined in the Plan).

purposes, and will consider confirmation of the Plan on a final basis at a hearing scheduled for September 5, 2025.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF PLAINTIFFS' CLAIMS OR THE DEFENSES THERETO. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW BY THE INDIVIDUAL DEFENDANTS OR THAT RECOVERY COULD BE HAD IN ANY AMOUNT IF THE ACTIONS WERE NOT SETTLED.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In consideration for the full Settlement and release of the Released Derivative Claims, and upon Court approval of the Settlement, Nikola will receive the Settlement Fund. The total Settlement Fund for the Released Derivative Claims consists of \$27,450,000 to be allocated to settlement of the Released Derivative Claims.

In connection with the settlement of the Derivative Claims, certain of the Defendants, or their D&O insurance carriers, shall pay a total of \$27,450,000 in cash to Nikola, exclusively for the settlement and release of the Released Derivative Claims (“Derivative Claims Payment”), pursuant to the following allocation:

- a. \$17,500,000 to be paid by the Nikola D&O insurers;
- b. \$2,500,000 to be paid by Trevor Milton;
- c. \$6,950,000 to be paid on behalf of the Ubben Released Parties; and
- d. \$500,000 to be paid by Mike Mansuetti policy insurers.

WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

Upon entry of the Order and Final Judgment, Plaintiffs' Releasing Parties, shall be deemed to have, and by operation of law shall have, completely, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged, and shall forever be barred and enjoined from commencing or prosecuting, each and all of the Released Defendant Parties from any and all of the Plaintiffs' Released Derivative Claims.

Upon entry of the Order and Final Judgment, Defendants' Releasing Parties, shall be deemed to have, and by operation of law shall have, completely, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged, and shall forever be barred and enjoined from commencing or prosecuting, each and all of the Released Plaintiff Parties from any and all of the Defendants' Released Derivative Claims.

1.1 "Plaintiffs' Released Derivative Claims" means any and all claims, rights, demands, suits, matters, causes of action, or liabilities (including Unknown Claims), whether arising out of federal, state, or local law, that have been or could have been asserted on behalf of Nikola by Plaintiffs, Nikola, or any Applicable Nikola Stockholder (solely in the capacity of a Nikola stockholder) against the Individual Defendants and the Individual Defendants' Related Persons arising out of or based on the facts, transactions, events, occurrences, acts, disclosures, statements,

omissions, or failures to act that were alleged in the Actions, but excluding: (1) claims to enforce the Settlement; (2) any direct claims of Applicable Nikola Stockholders against the Individual Defendants and the Individual Defendants' Related Persons; (3) any rights for advancement, indemnification, contribution, setoff, or subrogation between or among any Individual Defendants other than with respect to the settlement payments for (a) the Derivative Claims Payment provided for in paragraphs 1.16, and 8 through 12 of the Stipulation; and (b) the Direct Claims Payment provided for in the separate stipulation of settlement for the Class Settlement, including but not limited to rights relating to or arising out of the action styled *Borteanu v. Nikola Corporation, et al.*, No. 2:20-cv-01797, filed in the U.S. District Court for the District of Arizona; (4) confirmation, enforcement, collection, or vacatur of the award in the arbitration proceeding brought by Nikola against Milton styled *Nikola Corp. v. Milton*, AAA No. 01-21-0017-1964, or further proceedings in the event of confirmation or vacatur, including pursuit of the arbitration panel award of approximately \$165 million and/or subsequent amounts for which Milton is obligated to reimburse Nikola pursuant to the findings of the arbitration panel; and (5) to the extent Nikola has any obligation to advance fees and/or indemnify Milton under Milton's Separation Agreement, such obligations.

1.2 "Defendants' Releasing Parties" means the Individual Defendants, the Individual Defendants' Related Persons, and the Ubben Released Parties.

1.3 “Defendants’ Released Derivative Claims” means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, or local law, including Unknown Claims, that arise out of or relate in any way to the Released Plaintiff Parties’ institution, prosecution, or settlement of the Actions but excluding: (1) claims to enforce the Settlement; (2) any rights for advancement, indemnification, contribution, setoff, or subrogation between or among any Individual Defendants other than with respect to the settlement payments for (a) the Derivative Claims Payment provided for in paragraphs 1.16, and 8 through 12 of the Stipulation; and (b) the Direct Claims Payment provided for in the separate stipulation of settlement for the Class Settlement, including but not limited to rights relating to or arising out of the action styled *Borteanu v. Nikola Corp.*, No. 2:20-cv-01797-SPL (D. Ariz.), filed in the U.S. District Court for the District of Arizona.

1.4 “Plaintiffs’ Releasing Parties” means Plaintiffs, Nikola, and all Applicable Nikola Stockholders (solely in the capacity of Nikola stockholders) and their respective agents, spouses, heirs, predecessors, successors, transferors, transferees, personal representatives, representatives and assigns.

1.5 “Released Derivative Claim(s)” means Plaintiffs’ Released Derivative Claims and Defendants’ Released Derivative Claims.

1.6 “Released Defendant Parties” means all Individual Defendants, the Individual Defendants’ Related Persons, and the Ubben Released Parties.

1.7 “Released Party” or “Released Parties” means each and all of the Released Plaintiff Parties, the Released Defendant Parties, and the Ubben Released Parties.

1.8 “Released Plaintiff Parties” means Plaintiffs and Plaintiffs’ Counsel and each of their respective agents and assigns.

1.9 “Releasing Parties” means Plaintiffs’ Releasing Parties and Defendants’ Releasing Parties.

1.10 “Ubben Released Parties” means Jeffrey Ubben; Inclusive Capital Partners, L.P. and any of its affiliates, including without limitation Inclusive Capital Spring Fund Manager, L.L.C., Inclusive Capital Partners Holdco, L.P., Inclusive Capital Partners, L.L.C., Inclusive Capital Partners Spring Master Fund, L.P., Inclusive Capital Partners Spring Fund, L.P., Inclusive Capital Partners Spring International Fund, L.P. and Inclusive Capital Partners Spring NM, LLC.; ValueAct Holdings L.P. and any of its affiliates, including without limitation ValueAct Spring Master Fund, L.P. and VA Spring NM, LLC; and their respective insurers.

1.11 “Unknown Claims” means any Released Derivative Claim which the Releasing Party does not know or suspect to exist in his, her, or its favor at the time of the release, including, without limitation, those that, if known, might have affected

his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Derivative Claims, the Parties stipulate and agree that, upon Final Approval, the Releasing Parties shall have expressly waived, and shall be deemed to have, and by operation of the Order and Final Judgment by the Court shall have, waived, relinquished, and released any and all provisions, rights and benefits conferred by or under California Civil Code § 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). California Civil Code § 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs, Nikola and the Individual Defendants acknowledge, and all other Applicable Nikola Stockholders (solely in their capacity as Nikola stockholders) by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Derivative Claims, but that it is the intention of Plaintiffs, Nikola, the Individual Defendants, and all other Applicable Stockholders (solely in their capacity as Nikola stockholders) by operation of law, to completely, fully, finally and forever extinguish any and all Released Derivative Claims without regard to the

subsequent discovery of additional or different facts. The Parties acknowledge, and all other Applicable Nikola Stockholders (solely in their capacity as Nikola stockholders) by operation of law shall be deemed to have acknowledged, that this waiver and the inclusion of “Unknown Claims” in the definition of “Released Derivative Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into this Stipulation and agreeing to the Settlement.

WHAT ARE THE PARTIES’ REASONS FOR THE SETTLEMENT?

Plaintiffs believe that the Actions have substantial merit, and Plaintiffs’ entry into the Stipulation and Settlement is not intended to be and shall not be construed as an admission or concession concerning the relative strength or merit of the claims alleged in the Actions. However, Plaintiffs and Plaintiffs’ Counsel recognize and acknowledge the significant risk, expense, and length of continued proceedings necessary to prosecute the Actions against the Individual Defendants through trial and possible appeals. Plaintiffs’ Counsel are also mindful of the inherent risks of succeeding on the merits in derivative litigation, and the possible defenses to the claims alleged in the Actions. Based on Plaintiffs’ Counsel’s thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs’ Counsel believe that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon Nikola. Based upon

Plaintiffs' Counsel's evaluation, Plaintiffs have determined that the Settlement is in the best interests of Nikola and have agreed to settle the Actions upon the terms and subject to the conditions set forth herein.

Defendants have denied, and continue to deny, that they committed, or aided and abetted in the commission of, any breach of duty, violated any law, or engaged in any wrongdoing of any kind, expressly maintain that they diligently and scrupulously complied with their fiduciary and other legal duties, to the extent such duties exist, and further believe that the Actions are without merit. Defendants are entering into this Stipulation to eliminate the uncertainty, burden and expense of further protracted litigation. Defendants believe that the settlement of the Actions on the terms provided for in this Stipulation is fair, reasonable, and adequate based upon the terms and procedures outlined herein. This Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of Defendants, with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted in the Actions. Defendants expressly deny that

Plaintiffs have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing or damages whatsoever.

HOW WILL PLAINTIFFS' ATTORNEYS GET PAID?

Defendants will not oppose Lead Counsel's application (the "Fee Application") for a Fee and Expense Award on behalf of all Plaintiffs' Counsel in the Actions in an aggregate amount not to exceed one million eight hundred thousand dollars (\$1,800,000) from the Settlement Fund, which includes: (i) out-of-pocket costs and expenses actually incurred by Plaintiffs' Counsel in connection with the Actions; and (ii) any service awards to Plaintiffs. Any Fee and Expense Award by the Court pursuant to the Fee Application shall be paid out of, and not be in addition to, the Settlement Fund. However, as discussed below, the approval of the Court of either the Fee and Expense Award or the service awards is not a condition precedent to the finality of the Settlement.

The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of the requested Fee and Expense Award. The failure of the Court to approve the requested Fee and Expense Award, in whole or in part, shall have no effect on the validity of the Settlement or delay the enforceability of the Settlement, and final resolution by the Court of the requested Fee and Expense Award shall not be a precondition to the dismissal with prejudice of the Actions. Any failure of the Court or any appellate court to approve the

requested Fee and Expense Award, in whole or in part, shall not provide any of the Parties with the right to terminate the Settlement.

Neither Plaintiffs nor Plaintiffs' Counsel will make any application for an award of attorneys' fees or expenses, including service awards to Plaintiffs, in any other jurisdiction. Except as otherwise provided in the Stipulation, each of the Parties shall bear his, her, or its own fees and costs.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD?
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The Court has scheduled a Settlement Hearing to be held on November 20, 2025 at 3:15 p.m., before The Honorable Kathaleen St. Jude McCormick, at the Delaware Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. At the Settlement Hearing, the Court will consider whether the terms of the Settlement are fair, reasonable, and adequate and in the best interests of Nikola and all Applicable Nikola Stockholders, and thus should be finally approved; whether the Fee and Expense Award, including any service awards to Plaintiffs to be paid solely out of the Fee and Expense Award, should be approved, and whether the Actions should be dismissed with prejudice by entry of the Order and Final Judgment pursuant to the Stipulation.

During the Settlement Hearing, the Court will also hear and rule on any objections to the proposed Settlement, Fee and Expense Award, including any service awards to Plaintiffs to be paid solely out of any Fee and Expense Award, and

rule on such other matters as the Court may deem appropriate. The Court may adjourn the Settlement Hearing from time to time without further notice to anyone other than the Parties and any Objectors (as defined below). The Court reserves the right to approve the Stipulation at or after the Settlement Hearing with such modifications as may be consented to by the Parties to the Stipulation and without further notice.

DO I HAVE A RIGHT TO APPEAR AND OBJECT?

Yes. Any record or beneficial stockholder of Nikola who owned shares of Nikola stock as of the close of business on the date the Court enters this Scheduling Order and continues to own shares of Nikola stock as of the date of the Settlement Hearing and who objects to the Stipulation, the proposed Order and Final Judgment, and/or the Fee and Expense Award, including any services awards to Plaintiffs to be paid solely out of the Fee and Expense Award, who wishes to be heard (“Objector”), may appear in person or by his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Final Judgment, unless he, she, or it has, no later than twenty (20) calendar days prior to the Settlement Hearing (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), filed with the Register in

Chancery, Court of Chancery, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and served upon counsel listed below, the following: (i) proof that the objector owned shares of Nikola stock as of the close of business on the date the Court enters this Scheduling Order and continues to hold such stock, and a statement identifying the date the objector acquired Nikola stock; (ii) a written and signed notice of objection that states the Objector's name, address, and telephone number and, if represented, the Objector's counsel; (iii) notice of whether the objector intends to appear at the Settlement Hearing; and (iv) a detailed statement of each objection being made, the specific grounds therefor, or the reasons for the Objector's desire to appear and to be heard, as well as any legal or evidentiary support including all documents or writings which the Objector desires the Court to consider, and the identity of any witness(es) such Person intends to call to testify at the Settlement Hearing and the subject(s) of their testimony. Such filings must be served upon the following counsel by email, hand delivery, overnight mail, or the Court's electronic filing and service system such that they are received no later than twenty (20) calendar days prior to the Settlement Hearing:

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Mansuetti, Gerrit A. Marx, Jeffrey
W. Ubben, Lon Stalsberg, DeWitt
Thompson V, Stephen J. Girsky, Kim
J. Brady, and Britton Worthen and
Nominal Defendant Nikola
Corporation*

YOUNG CONAWAY STARGATT
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*Counsel for Defendants Jeffrey W.
Ubben and Inclusive Capital
Partners Spring Master Fund, L.P.*

Any person who fails to object in the manner prescribed above shall be deemed to have waived such objection (including the right to appeal), unless the Court in its discretion allows such objection to be heard at the Settlement Hearing, and shall forever be barred from raising such objection in the Actions or any other action or proceeding or otherwise contesting the Stipulation or Fee and Expense Award, including any service awards to be awarded solely from the Fee and Expense Award,

and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given.

HOW DO I GET ADDITIONAL INFORMATION?

This Notice summarizes the Stipulation. It is ***not*** a complete statement of the events in the Actions nor a complete recitation of the terms and conditions of the Stipulation. For additional information about the Actions and Settlement, please refer to the Stipulation and documents filed with the courts in the Delaware Chancery Action, Arizona Federal Derivative Action, Delaware Federal Derivative Action, and Demand Made Derivative Action. The Stipulation can be found on the Company's website at the following address: <https://www.nikolamotor.com/investor-news>. You may also examine the files in the Delaware Chancery Action and the Demand Made Derivative Action during regular business hours of each business day at the office of the Register in Chancery, Court of Chancery, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. The Clerk's office will not mail copies of documents to you. You may also access the files in the Arizona Federal Derivative Action and the Delaware Federal Derivative Action, respectively, by accessing the dockets in those cases, for a fee, through the Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting (i) the office of the Clerk of the Court for the United States District Court for the District of Arizona – Phoenix Division,

Sandra Day O'Connor U.S. Courthouse, Suite 130, 401 West Washington Street, SPC 1, Phoenix, AZ 85003, between 8:30 a.m. and 4:30 p.m. Mountain, Monday through Friday, excluding Court holidays, or (ii) the Office of the Clerk for the United States District Court for the District of Delaware, 844 North King St., Unit 18, Wilmington, DE 19801, between 8:30 a.m. and 4:00 p.m. Eastern, Monday through Friday, excluding Court holidays. For more information concerning the Settlement, you may also call or write to Lead Counsel referenced above in Section 8.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

BY ORDER OF THE COURT
OF CHANCERY OF THE
STATE OF DELAWARE

Dated: September 19, 2025