
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

(Amendment No. 1)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)**

WORKHORSE GROUP INC.
(Name of Issuer)

COMMON STOCK, PAR VALUE \$0.001 PER SHARE
(Title of Class of Securities)

98138J206
(CUSIP Number)

Stephen D. Baksa
2 Woods Lane
Chatham, New Jersey, 07928

Joseph T. Lukens
2558 Western Row Rd.
Maineville, Ohio 45039
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 15, 2017
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box:

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

(Continued on following pages)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

1	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS STEPHEN D. BAKSA	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION UNITED STATES	
NUMBER OF SHARES BENEFICIALLY OWNED BY PERSON WITH	7	SOLE VOTING POWER 3,358,442
	8	SHARED VOTING POWER 31,000 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 3,358,442
	10	SHARED DISPOSITIVE POWER 31,000 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,389,421 ⁽¹⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.2%	
14	TYPE OF REPORTING PERSON IN	

(1) Includes 31,000 shares of common stock held directly by the Stephen D. Baksa 2012 Trust, an affiliate of Mr. Baksa. Mr. Baksa may be deemed to share voting power and dispositive power with respect to such shares; therefore, Mr. Baksa may be deemed to beneficially own such shares.

1	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS NEW ERA CAPITAL FUND, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO, WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY PERSON WITH	7	SOLE VOTING POWER -0-
	8	SHARED VOTING POWER 7,556,219 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER -0-
	10	SHARED DISPOSITIVE POWER 7,556,219 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,556,219 ⁽¹⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 18.4%	
14	TYPE OF REPORTING PERSON PN	

(1) Includes 585,936 shares of common stock underlying warrants.

1	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS NEW ERA CAPITAL, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO, WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION OHIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY PERSON WITH	7	SOLE VOTING POWER 7,556,219 ⁽¹⁾
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 7,556,219 ⁽¹⁾
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,556,219 ⁽¹⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 18.4%	
14	TYPE OF REPORTING PERSON OO	

(1) Includes 585,936 shares of common stock underlying warrants.

1	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS JOSEPH T. LUKENS	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION UNITED STATES	
NUMBER OF SHARES BENEFICIALLY OWNED BY PERSON WITH	7	SOLE VOTING POWER 571,429 ⁽¹⁾
	8	SHARED VOTING POWER 7,761,090 ⁽²⁾
	9	SOLE DISPOSITIVE POWER 571,429 ⁽¹⁾
	10	SHARED DISPOSITIVE POWER 7,761,090 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,332,519 ^{(1), (2)}	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.3%	
14	TYPE OF REPORTING PERSON IN	

(1) Includes 571,429 shares of common stock underlying warrants.

(2) Includes (i) 6,970,283 shares of common stock and 585,936 shares of common stock underlying warrants held by the New Era Capital Fund, L.P. ("New Era"), for which New Era Capital LLC ("NEC") is the general partner (Mr. Lukens is the managing member of NEC); (ii) 154,871 shares of common stock held directly by The Joe & Kim Lukens Foundation; (iii) 25,000 shares of common stock held directly by the Joseph T. Lukens, Jr. Irrevocable Trust for Nathan J. Lukens and; (iv) 25,000 shares of common stock held directly by the Joseph T. Lukens, Jr. Irrevocable Trust for Roman E. Lukens.

The following constitutes Amendment No. 1 to the Schedule 13D filed by the undersigned (“Amendment No. 1”). This Amendment No. 1 amends the Schedule 13D filed on November 13, 2017, as specifically set forth herein.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On December 15, 2017, the Issuer entered into a Consulting Agreement (the “Consulting Agreement”) with Joseph T. Lukens, pursuant to which Mr. Lukens agreed to assist the Issuer in its efforts related to financing opportunities and introductions to strategic investors and partnerships.

Pursuant to the Consulting Agreement, Mr. Lukens, in his capacity as a Consultant as described under the terms of the Consulting Agreement, will report directly to the chief executive officer of the Issuer and have access to the chief financial officer of the Issuer. Further, Mr. Lukens agreed to provide such services outlined therein without compensation during the term of the Consulting Agreement, which may be terminated by either the Issuer or Mr. Lukens for any reason, with or without notice. The terms of the Consulting Agreement in no way encumber, restrict or limit Mr. Lukens’ abilities to exercise any right or privilege held by him in his capacity as a shareholder of the Issuer.

The foregoing summary of the Consulting Agreement is qualified in its entirety by reference to the complete text of the Consulting Agreement, a form of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On December 15, 2017, the Issuer and Mr. Lukens entered into a Consulting Agreement, defined and described in Item 4 above. The Consulting Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibit:

Exhibit No.	Description of Exhibit
99.1	Consulting Agreement, dated December 15, 2017, by and between Workhorse Group Inc. and Joseph T. Lukens.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and accurate.

Dated: December 18, 2017

By: /s/ Stephen D. Baksa
STEPHEN D. BAKSA

/s/ Stephen D. Baksa
STEPHEN D. BAKSA
Individually and as attorney-in-fact for Joseph T.
Lukens in Mr. Lukens' capacity as an individual
and as the Managing Member of New Era
Capital LLC on behalf of New Era Capital Fund,
L.P.

CONSULTING AGREEMENT

This Consulting Agreement (the “*Agreement*”) is made and entered into as of December __, 2017 (the “Effective Date”) by and between WORKHORSE GROUP INC., a Nevada corporation (the “*Company*”), and Joseph Lukens (the “*Consultant*”).

Recitals:

WHEREAS, Consultant is a shareholder of the Company and has asked, among other things, to assist the Company in its efforts relating to financing opportunities and the introduction of strategic investors and partnerships.

WHEREAS, the Company and the Consultant desire to enter into this Agreement to outline the terms pursuant to which the Consultant shall devote the Consultant’s attention and dedication to the success of the Company, which shall be provided without compensation pursuant to the terms of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE AND TERM; DUTIES

1.1 Either the Consultant or Company may terminate this Agreement at any time for any reason, with or without notice. The term of this Agreement shall be the period from the date set forth above until this Agreement is terminated for any reason or this Agreement is terminated by mutual agreement of the parties. No compensation shall be payable upon termination of this Agreement.

1.2 The Consultant shall have the title “Vice President - Finance” and shall, at the direction of the chief executive officer of the Company (the “*CEO*”), assist in managing and following up on various financing opportunities and also provide for introduction of strategic investors and partnerships for the Company. The Consultant will report directly to the CEO and will have access to the chief financial officer of the Company (the “*CFO*”) for information. The Consultant will attend an “Executive Boot Camp” providing education and direction for executives of public companies in discussing matters with the media, shareholders and investors.

1.3 The Consultant is not an employee of the Company and will not be eligible to participate in any employee benefit plans established by the Company for its employees from time to time. In accordance with Company policies from time to time, the Company will reimburse the Consultant for all reasonable and proper travel and business expenses incurred by the Consultant in the performance of his duties that are pre-approved in writing by the CEO or the CFO. No other Company policy applicable to the Company’s employees will apply to Consultant.

2. NO COMPENSATION The Consultant has agreed to provide such services outlined herein without compensation.

3 . EXPENSES Subject to 1.3 of this Agreement, each party hereto shall be responsible for its or his, as applicable, own fees and expenses in connection with this Agreement and all matters relating hereto.

4 . SHAREHOLDER RIGHTS The Company shall interpose no objection to, and shall in no way prevent or deter, the Consultant from exercising any rights and or privileges held by the Consultant in his capacity as a holder and/or direct or beneficial owner of common stock of the Company.

5 . NOTICES For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or five (5) business days after being mailed, return receipt requested, as follows: (a) if to the Company, attention: Chief Consultant Officer, at the Company's offices at 100 Commerce Blvd., Loveland, OH 45140 and, (b) if to the Consultant, at [] or such other address specified by the Consultant in writing to the Company. Either party may provide the other with notices of change of address, which shall be effective upon receipt.

6. MISCELLANEOUS PROVISIONS

6.1 Heirs and Representatives of the Consultant; Successors and Assigns of the Company. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Consultant's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the Company.

6.2 Amendment and Waiver. No provision of this Agreement shall be modified, amended, waived or discharged unless such modification, amendment, waiver or discharge is agreed to in writing, specifying such modification, amendment, waiver or discharge, and signed by the Consultant and by an authorized officer of the Company (other than the Consultant). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

6.3 Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

6.4 Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Ohio, without regard to where the Consultant has his residence or principal office or where he performs his duties hereunder.

6.5 Entire Agreement. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein (whether oral or written and whether express or implied).

[SIGNATURE PAGE TO RETENTION AGREEMENT FOLLOWS]

In Witness Whereof, each of the parties has executed this Agreement, in the case of the Company, by its duly authorized officer, as of the day and year first above written.

Consultant

Joseph Lukens

Workhorse Group Inc.

By: _____
Name: Stephen S. Burns
Title: Chief Executive Officer