

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:  
  
FISKER, INC., *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
  
Case No. 24-11390 (TMH)  
  
(Jointly Administered)

**DECLARATION OF KEVIN RAMIREZ IN SUPPORT OF THE  
REQUEST FOR ALLOWANCE AND PAYMENT OF  
ADMINISTRATIVE EXPENSE CLAIM OF SALESFORCE, INC.**

I, Kevin Ramirez, declare as follows:

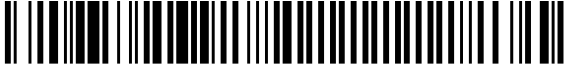
1. I am the Manager, Global Bad Debt for Salesforce, Inc. (f/k/a salesforce.com, inc.) ("**Salesforce**"), and I am authorized to execute this Declaration on behalf of Salesforce. If called to testify, I could and would competently testify to the facts set forth herein based on my personal knowledge of those facts, events and transactions.<sup>2</sup>

2. Salesforce is a Delaware corporation, and, among other activities, it provides on-demand customer relationship management and software application services (collectively, the "**Salesforce Services**") to Salesforce's business customers (individually, a "**Salesforce Customer**" and, collectively, "**Salesforce Customers**").

3. This declaration is filed in support of the *Request for Allowance and Payment of Administrative Expense Claim of Salesforce, Inc.* (the "**Administrative Expense Request**") filed by Salesforce with respect to certain amounts due and owing, but unpaid, with respect to the post-petition Salesforce Services provided by Salesforce to Fisker, Inc. ("**Fisker**") (Fisker and the other

<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or Delaware file numbers, are as follows: Fisker Inc. (0340); Fisker Group Inc. (3342); Fisker TN LLC (6212); Blue Current Holding LLC (6668); Platinum IPR LLC (4839); and Terra Energy Inc. (0739). The address of the debtors' corporate headquarters is 14 Centerpointe Drive, La Palma, CA 90623.

<sup>2</sup> Capitalized terms used in this Declaration, but which are not defined herein, shall have the meanings ascribed to them in the Administrative Expense Request filed concurrently herewith unless indicated otherwise.



above-captioned debtors and debtors-in-possession, collectively, hereinafter referred to as the “**Debtors**”).

#### **MAINTENANCE OF BUSINESS RECORDS**

4. In my official capacity, I have personal knowledge of the method by which Salesforce maintains permanent records of its transactions (individually, a “**Transaction**” and, collectively, the “**Transactions**”) with its customers and, thereupon, I declare and state that Salesforce maintains permanent records of all Transactions in a computerized accounting system. All amounts due and owing to Salesforce with respect to any Transaction with a Salesforce Customer including, but not limited to, payments related to the Services, taxes, interest owed with respect to any Service or agreement, fees, and other charges (individually, an “**Obligation**” and, collectively, the “**Obligations**”) are entered in this accounting system at, or near, the time such Obligations are incurred. Likewise, all payments made by a Salesforce Customer with respect to any Obligation or Transaction, and all other credits and debits related to any Obligation or Transaction, are entered in this accounting system at, or near, the time such payment is received and/or such credit or debit is made or incurred. Each such entry is made in the regular course of business by employees of Salesforce who process these payments, receipts, credits, and debits. If necessary, Salesforce can print hard copies of all entries.

5. I have personal knowledge of the manner by which Salesforce maintains records of its written contracts, statements of work, schedules and any other documents related to such contracts, and all amendments to any contract, statement of work, schedule, and/or any other document (individually, a “**Salesforce Agreement**” and, collectively, the “**Salesforce Agreements**”) with its Customers. As a regular part of its business, Salesforce maintains permanent records of the Salesforce Agreements and these records are compiled at the time, or near the time, that a Salesforce Agreement is received or processed.

#### **SALESFORCE CONTRACT**

6. I have personally reviewed Salesforce’s records relating to the Debtor, including the Transactions, the Obligations, and the Salesforce Agreements, and I am personally familiar

with the Debtors' account with Salesforce.

7. Prior to the Petition Date, Salesforce and the Debtors entered into those certain Order Forms listed on the Administrative Expense Claim Summary<sup>3</sup> (the "**Order Forms**"), which are governed by that certain *Master Subscription Agreement* (the "**MSA**") (the MSA and the Order Forms, collectively, constitute the "**Salesforce Contract**") as identified on Exhibit "A" attached hereto and incorporated by reference herein<sup>4</sup>.

8. Pursuant to the Salesforce Contract: (i) the Debtors ordered certain Salesforce Services and became obligated to pay in full the aggregate amounts due pursuant to this contract with respect to such services; (ii) Salesforce became obligated to provide the Salesforce Services to the Debtors; (iii) Salesforce has provided such services to the Debtors; and (iv) the Debtors accepted and utilized the Salesforce Services provided pursuant to the Salesforce Contract.

9. Pursuant to the terms and conditions of the MSA, each Party to the Salesforce Contract is obligated to maintain the confidentiality of all Confidential Information including, without limitation, (i) the Debtor's Data, (ii) Salesforce's Confidential Information (including, without limitation, the Services and Content), (iii) the terms and conditions of MSA and all Order Forms (including pricing), and (iv) business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by a Party. Pursuant to Salesforce's obligation to maintain the confidentiality of the Confidential Information, a copy of the Salesforce Contract is not attached hereto.<sup>5</sup> However, upon request and subject to adequate procedures protecting the Confidential Information from disclosure in violation of the MSA, Salesforce will make available a copy of the Salesforce Contract to the Debtor or other appropriate

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<sup>3</sup> The Administrative Expense Claim Summary is attached hereto as Exhibit A and is incorporated by reference here in as if fully set forth.

<sup>4</sup> Due to the confidentiality provisions of the MSA, a copy of the Salesforce Contract and related invoices (the "**Invoices**") are not attached to this Declaration. However, subject to appropriate non-disclosure protections, a copy of the Salesforce Contract and the Invoices will be made available to the Debtors in connection with the Administrative Expense Request.

<sup>5</sup> The Capitalized Terms referenced in this paragraph not expressly defined shall have the meaning(s) as set forth in the MSA, respectively.

representative of the Debtor's estate.

### BANKRUPTCY CASE

10. Based upon information and belief, I am informed that, on June 17, 2024 (the "**Petition Date**"): (A) Fisker, Inc. and the other Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "**Court**") and, thereby, commenced their individual cases under chapter 11 (collectively, the "**Bankruptcy Cases**"); and (B) on June 21, 2024, the Court entered its order directing the joint administration of the Bankruptcy Cases (but not substantively consolidated consolidating such cases).<sup>6</sup>

11. Based on information and belief, I am informed that, on or about October 15, 2024, the Debtors filed their *Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Fisker, Inc. and Its Debtor Affiliates* [D.I. 713] (the "**Plan**"). The Plan provides that executory contracts or unexpired leases not previously assumed, assumed or assigned, or rejected shall be deemed automatically rejected on the effective date of the Plan.

12. Based on information and belief, I am informed that on October 16, 2024, the Court entered its *Findings of Fact, Conclusions of Law, and Order, Approving Disclosure Statement on a Final Basis, Confirming the Debtors' Joint Chapter 11 Plan of Liquidation, and Granting Related Relief* [D.I. 722] (the "**Confirmation Order**"). Pursuant to the Plan Confirmation Order, the Salesforce Contract is deemed automatically rejected as of the effective date of the Plan.

13. Based on information and belief, I am informed that on October 17, 2024, the Debtor filed its *Notice of (I) Effective Date of Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Fisker Inc. and its Debtor Affiliates and (II) Certain Claims Bar Dates* [D.I. 730] (the "**Plan Effective Date Notice**") providing, among other things, that the Plan became effective on October 17, 2024 (the "**Rejection Date**") and that request for allowance and payment

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<sup>6</sup> See *Order Directing Joint Administration of Chapter 11 Cases* [D.I. 51].

of Administrative Expense Claims arising between the Petition Date and the Rejection Date must be filed with the court on or before November 18, 2024, at 4:00 p.m. (ET) (the “**Administrative Claim Bar Date**”).

**THE ADMINISTRATIVE EXPENSE CLAIM**

14. Based upon my review of Salesforce’s books and records pertinent to the Debtors’ account, I declare and state that, from and after Petition Date, the Debtor knowingly accepted the Salesforce Services provided and that provision of such services was in the ordinary course of business of the parties.

15. Based upon my review of Salesforce’s books and records pertinent to the Debtors’ account, I declare and state that, from the commencement of the Salesforce Contract through the date of this Declaration, the Debtors have failed to pay all post-petition Fees due and owing pursuant to the Salesforce Contract and, more specifically, an amount of not less than **US \$697,734.29**, (the “**Administrative Expense Claim**”) <sup>7</sup> remains due and owing to Salesforce pursuant to the Salesforce Contract for services due from the Petition Date through the Rejection Date.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 10 day of November 2024 at San Francisco, California

DocuSigned by:  
*Kevin Ramirez*  
C23C74E9942B40F  
**Kevin Ramirez**

<sup>7</sup> See, the Administrative Expense Claim Summary which is attached hereto as Exhibit A and is incorporated by reference here in as if fully set forth.

AMENDED CLAIM SUMMARY

Petition Date: Fisker Group Inc. 6/17/24 and other debtors 6/19/24  
 Rejected per plan, effective date 10/17/24

Contract No.	Salesforce entity	Counterparty	Agreement	Order No.	Date	Term	Services	Invoice No.	Date	Due Date	Service Period	Invoice Balance	Pre-filing	Post-filing Accrued through 10/17/24	Rejection damages from 10/18/24 through end of contract term
02703531	Salesforce, Inc.	Fisker Group, Inc.	MSA	Q-04637733 Q-05694835 Q-05776799 Q-06613480 Q-07948870 Q-08413136	6/8/21 4/30/22 7/5/22 1/26/23 12/12/23 2/21/24	6/7/21 to 6/6/25 5/15/22 to 6/7/25 7/1/22 to 6/7/25 1/17/23 to 6/7/25 11/6/23 to 6/7/25 2/21/24 to 6/7/25	Marketing Cloud	29611391	9-May-24	6/8/2024	6/8/24 to 6/7/25	\$ 229,774.42	\$ 5,744.36	\$ 76,591.47	\$ 147,438.59
02703543	Salesforce, Inc.	Fisker Group, Inc.	MSA	Q-04491078 Q-05697411 Q-05859717 Q-06511186 Q-06846735 Q-07575954 Q-07686962 Q-07742612 Q-07957314 Q-07888681 Q-07925334 Q-07871314 Q-07971372 Q-08093008 Q-08115072 Q-08136377 Q-07814464 Q-08028534 Q-08199819	6/8/21 5/27/22 6/30/22 12/7/22 1/26/23 7/31/23 9/4/23 9/22/23 10/19/23 10/23/23 10/31/23 12/5/23 11/10/23 12/7/23 12/12/23 12/15/23 10/5/23 11/27/23 1/4/24	6/7/21 to 6/6/25 5/27/22 to 6/7/25 6/30/22 to 6/7/25 12/7/22 to 6/7/25 2/1/23 to 6/7/25 7/28/23 to 6/7/25 9/1/23 to 6/7/25 9/25/23 to 6/7/23 10/18/23 to 6/7/25 10/23/23 to 6/7/25 10/31/23 to 6/7/25 12/5/23 to 6/7/25 11/10/23 to 6/7/25 12/6/23 to 6/7/25 12/11/23 to 6/7/25 12/15/23 to 6/7/25 10/5/23 to 6/7/25 11/27/23 to 6/7/25 1/4/24 to 6/7/25	Sales Cloud	29611394	9-May-24	6/8/2024	6/8/24 to 6/7/25	\$ 1,533,810.00	\$ 38,345.25	\$ 511,270.00	\$ 984,194.75
03142757	Salesforce, Inc.	Fisker Group, Inc.	MSA	Q-05936378 Q-07897157	6/30/22 11/17/23	7/1/22 to 6/30/25 11/1/23 to 6/30/25	Mulesoft	29851471	1-Jun-24	7/1/2024	7/1/24 to 6/30/25	\$ 369,665.55		\$ 109,872.82	\$ 259,792.73
3300126	Salesforce, Inc.	Fisker Group, Inc.	MSA	Q-06667525	12/13/2022	1/5/23 to 1/4/26	Commerce	TBD		1/5/2025	1/5/25 to 1/4/26	\$ 105,166.67			\$ 105,166.67
												\$ 2,238,416.64	\$ 44,089.61	\$ 697,734.29	\$ 1,496,592.74

**Current Total Claim Balance \$ 2,238,416.64**