

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

In re:

FISKER INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11390 (TMH)

(Jointly Administered)

Hearing Date:

July 16, 2024, at 11:00 a.m. (ET)

Objection Deadline:

July 9, 2024, at 4:00 p.m. (ET)

**APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY
AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC
DBA VERITA GLOBAL AS ADMINISTRATIVE ADVISOR
TO THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

Fisker Inc. and certain of its affiliates (collectively, the “**Debtors**”),² each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), hereby file this *Application of Debtors for Authority To Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors Nunc Pro Tunc to the Petition Date* (this “**Application**”). This Application is supported by the *Declaration of Evan Gershbein in Support of the Application of Debtors for Authority to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors Nunc Pro Tunc to the Petition Date* (the “**Gershbein Declaration**”), which is attached hereto as **Exhibit A**

¹ 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.

² The Debtors and their direct and indirect non-Debtor subsidiaries are collectively referred to herein as “**Fisker.**”



and incorporated herein by reference. In further support of this Application, the Debtors respectfully state as follows:

Relief Requested

1. By this Application, and pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rule 2014-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit C** (the “**Proposed Order**”), authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as administrative advisor (“**Administrative Advisor**”) in the Chapter 11 Cases *nunc pro tunc* to the Petition Date (as defined below), pursuant to that certain services agreement (the “**Services Agreement**”), dated as of March 15, 2024, by and between the Debtors and Verita, a copy of which is attached hereto as **Exhibit B**. This Application supplements the Debtors’ application, pursuant to 28 U.S.C. § 156(c) (the “**Section 156(c) Application**”), to employ and retain Verita to serve as the Debtors’ notice and claims agent in the Chapter 11 Cases. The Section 156(c) Application is under consideration for approval by the Court. This Application seeks approval for Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

Jurisdiction, Venue, and Authority

2. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.

3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). In addition, the Debtors confirm their consent, pursuant to Local Rule 9013-1(f), for the entry of a

final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter a final order or judgment in connection herewith consistent with Article III of the United States Constitution.

4. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

5. On June 17 and 19, 2024 (collectively, the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their property and continue to operate and manage their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in the Chapter 11 Cases.

6. The Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* entered by the Court on June 21, 2024, in each of the Chapter 11 Cases.³

7. Additional information about the Debtors’ business and affairs, capital structure, and prepetition indebtedness, and the events leading up to the Petition Date, can be found in the *Declaration of John C. DiDonato as Chief Restructuring Officer of the Debtors in Support of Debtors’ Chapter 11 Proceedings and First Day Pleadings* [D.I. 37], which is incorporated herein by reference.

³ See *In re Fisker Inc.*, No. 24-11390 (TMH) [D.I. 51]; *In re Fisker Group Inc.*, No. 24-11377 (TMH) [D.I. 10]; *In re Fisker TN LLC*, No. 24-11391 (TMH) [D.I. 3]; *In re Terra Energy Inc.*, No. 24-11392 (TMH) [D.I. 3]; *In re Blue Current Holding LLC*, No. 24-11393 (TMH) [D.I. 3]; *In re Platinum IPR LLC*, No. 24-11394 (TMH) [D.I. 3].

Employment and Retention of Verita as Administrative Advisor

8. Pursuant to the Services Agreement, the Debtors seek to retain Verita to provide, among other things, the following bankruptcy administrative services (collectively, the “**Administrative Services**”), if and to the extent the Debtors request:

- (a) assisting with, among other things, the preparation of the Debtors’ schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs;
- (b) assisting with, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan;
- (c) generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results for any chapter 11 plan(s) in the Chapter 11 Cases;
- (d) generating, providing, and assisting with claims objections, exhibits, claims reconciliation, and related matters; and
- (e) providing such other claims processing, noticing, solicitation, balloting, and administrative services, but not included in the Section 156(c) Application, as may be requested by the Debtors from time to time.

9. Verita is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita’s professionals have experience in solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases, as well as experience in matters of this size and complexity. Verita’s professionals have acted as debtor’s administrative advisor in many large bankruptcy cases in this district and in other districts nationwide. Verita’s active and former cases include the following: *In re Cano Health, Inc.*, No. 24-10164 (KBO) (Bankr. D. Del. Mar. 5, 2024) [D.I. 252]; *In re InVivo Therapeutics Corp.*, No. 24-10137 (MFW) (Bankr. D. Del. Feb. 22, 2024) [D.I. 84]; *In re AN Glob. LLC*, No. 23-11294 (JKS) (Bankr. D. Del. Oct. 3, 2023) [D.I. 171]; *In re Proterra Inc.*, No. 23-11120 (BLS) (Bankr. D. Del. Sept. 5, 2023) [D.I. 166]; *In re Lordstown Motors Corp.*, No. 23-10831 (MFW)

(Bankr. D. Del. July 25, 2023) [D.I. 174]; *In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. July 19, 2023) [D.I. 202]; *In re KDC Agribusiness LLC*, No. 23-10786 (CTG) (Bankr. D. Del. July 18, 2023) [D.I. 175]; *In re PlastiQ Inc.*, No. 23-10671 (BLS) (Bankr. D. Del. June 19, 2023) [D.I. 108]; *In re Structurlam Mass Timber U.S., Inc.*, No. 23-10497 (CTG) (Bankr. D. Del. May 25, 2023) [D.I. 172]; *In re Standayne LLC*, No. 23-10207 (TMH) (Bankr. D. Del. Mar. 29, 2023) [D.I. 139]; *In re Starry Grp. Holdings, Inc.*, No. 23-10219 (KBO) (Bankr. D. Del. Mar. 21, 2023) [D.I. 178]; *In re Tricida, Inc.*, No. 23-10024 (JTD) (Bankr. D. Del. Feb. 26, 2023) [D.I. 155]; *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Oct. 7, 2022) [D.I. 214]; *In re First Guaranty Mortgage Corp.*, No. 22-1058 (CTG) (Bankr. D. Del. Jul. 28, 2022) [D.I. 229]; *In re Zosano Pharma Corp.*, No. 22-10506 (JKS) (Bankr. D. Del. June 30, 2022) [D.I. 102]; *In re Sequential Brands Grp., Inc.*, No. 21-11194 (JTD) (Bankr. D. Del. Oct. 4, 2021) [D.I. 166]; *In re TECT Aerospace Grp. Holdings, Inc.*, No. 21-10670 (KBO) (Bankr. D. Del. May 5, 2021) [D.I. 132]; *In re JetFleet Holding Corp. (f/k/a AeroCentury Corp.)*, No. 21-10637 (JTD) (Bankr. D. Del. Apr. 30, 2021) [D.I. 115]; *In re Medley LLC*, No. 21-10525 (KBO) (Bankr. D. Del. Apr. 1, 2021) [D.I. 82]; and *In re Chaparral Energy, Inc.*, No. 20-11947 (MFW) (Bank. D. Del. Sep. 10, 2020) [D.I. 172].

10. The Debtors chose Verita to perform the Administrative Services because of Verita's experience, reputation, familiarity with the Chapter 11 Cases, and the competitiveness of its fees. The Debtors submit that using Verita to provide the Administrative Services has provided, and will continue to provide, the most cost-effective and efficient administration of the Chapter 11 Cases. Further, retaining Verita to perform the Administrative Services has allowed, and will continue to allow, the Debtors and their other professionals to focus on key aspects of the Debtors' restructuring efforts. Accordingly, the Debtors believe that Verita is qualified to provide the

Administrative Services and that Verita's retention in such capacity is in the best interests of the Debtors' estates and stakeholders.

Compensation

11. The fees Verita will charge in connection with its services to the Debtors are set forth in the Services Agreement. The Debtors respectfully submit that Verita's rates are competitive and comparable to the rates Verita's competitors charge for similar services, and are reasonable given the quality of Verita's services and bankruptcy expertise. Additionally, Verita will seek reimbursement from the Debtors for reasonable and documented expenses in accordance with the terms of the Services Agreement.

12. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$75,000, which was received by Verita on April 3, 2024. Verita seeks to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement. Additionally, Verita received a payment of \$30,000 on May 23, 2024. This payment is first being applied to all prepetition invoices and then to the first post-petition invoice. Except as stated in this paragraph, Verita has not received any payments from the Debtors in the 90 days prior to the Petition Date.

13. Verita intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the Administrative Services provided by Verita in the Chapter 11 Cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court.

Disinterestedness

14. The Gershbein Declaration represents that, to the best of its knowledge, Verita is not connected with the Debtors, their creditors, the office of the United States Trustee for Region 3 (the “**U.S. Trustee**”), or any person employed by the U.S. Trustee, and that, to the best of Verita’s knowledge, after due inquiry, Verita does not by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, hold or represent any interest materially adverse to the Debtors, their estates, or any class of creditors or equity interest holders with respect to the matters upon which it is to be engaged. Further, Verita has performed a comprehensive conflict search in connection with the Section 156(c) Application. Based upon the Gershbein Declaration, Verita is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code.

Indemnification

15. As part of the overall compensation payable to Verita under the terms of the Services Agreement, the Debtors have agreed, to the extent permitted by applicable law, to indemnify, defend, and hold harmless Verita and its members, officers, employees, representatives, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Verita’s gross negligence or willful misconduct or as otherwise provided in the Services Agreement or the Proposed Order. The terms of the Services Agreement and indemnification provisions included therein were negotiated at arms’ length between the Debtors and Verita, and the Debtors believe that such indemnification obligations are customary, reasonable, and consistent with recent orders entered in this jurisdiction and, therefore, should be approved. *See, e.g., In re Starry Grp. Holdings Inc.*, No. 23-10219 (KBO) (Bankr. D. Del. Feb. 20, 2023) [D.I. 61] (approving KCC (currently known as Verita) retention application with indemnification provisions); *In re Stanadyne LLC*, No. 23-10207 (TMH) (Bankr. D. Del. Feb.

16, 2023) [D.I. 54] (same); *In re Secure Home Holdings LLC*, No. 21-10745 (JKS) (Bankr. D. Del. Apr. 25, 2021) [D.I. 55] (same).

Basis for Relief

Employment and Retention of Verita as Administrative Advisor is Permitted Pursuant to Sections 327 and 328 of the Bankruptcy Code

16. The Debtors seek authority to employ and retain Verita as Administrative Advisor under section 327(a) of the Bankruptcy Code, which provides that a debtor:

[W]ith the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a). In addition, section 328(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ or authorize the employment of a professional person under section 327 or 1003 of this title, as the case may be, on any reasonable terms and conditions of employment including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

11 U.S.C. § 328(a).

17. Bankruptcy Rule 2014(a) requires that a professional retention application under section 327 of the Bankruptcy Code include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

18. Additionally, Local Rule 2014-1 requires an entity seeking approval of employment under section 327(a) of the Bankruptcy Code to file an application, supporting affidavit, and proposed order, all of which have been satisfied by this Application, the Gershbein Declaration, and the Proposed Order. Further, in accordance with Local Rule 2014-1, Verita acknowledges its continuing duty to supplement the Gershbein Declaration with additional material information relating to the employment of Verita (if necessary).

19. In light of the size and complexity of the Chapter 11 Cases, the Debtors respectfully submit that employing and retaining Verita pursuant to the terms of the Services Agreement and the Proposed Order is necessary and in the best interests of the Debtors' estates and all parties in interest. The Debtors further believe that the terms and conditions of the Services Agreement are reasonable and are currently under consideration for approval by the Court in connection with the Section 156(c) Application. Accordingly, the Debtors respectfully request that the Court approve this Application and enter the Proposed Order authorizing the Debtors' retention of Verita as Administrative Advisor effective as of the Petition Date.

Nunc Pro Tunc Relief is Appropriate

20. Verita has agreed to serve as Administrative Advisor to the Debtors on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention *nunc pro tunc* to the Petition Date, so that Verita may be compensated for its pre-Application services. The Debtors believe that no party in interest would be prejudiced by the granting of the *nunc pro tunc* employment, as provided in this Application, because Verita has provided and continues to provide valuable services to the Debtors' estates during the interim period. Courts in this district routinely approve *nunc pro tunc* employment similar to that

requested herein and comparable matters. *See, e.g., In re Arkansas Co.*, 798 F.2d 645, 650 (3d Cir. 1986); *In re Indian River Homes, Inc.*, 108 B.R. 46, 52 (D. Del. 1989).

Notice

21. Notice of this Application will be provided to the following parties: (a) the U.S. Trustee; (b) the Securities and Exchange Commission; (c) the Internal Revenue Service; (d) the United States Attorney's Office for the District of Delaware; (e) the state attorneys general for states in which the Debtors conduct business; (f) White & Case LLP, as counsel to CVI Investments, Inc. (c/o Heights Capital Management, Inc.); and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**").

22. A copy of this Application and any order entered in respect thereto will also be made available on the Debtors' case information website located at <https://veritaglobal.net/Fisker>. Based on the circumstances surrounding this Application and the nature of the relief requested herein, the Debtors respectfully submit that no other or further notice is required.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit C**, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: June 25, 2024
Wilmington, Delaware

FISKER INC., on behalf of itself and each of
its affiliated Debtors and Debtors in
Possession

/s/ John C. DiDonato

Name: John C. DiDonato

Title: Chief Restructuring Officer

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

In re:

FISKER INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11390 (TMH)

(Jointly Administered)

Hearing Date:

July 16, 2024, at 11:00 a.m. (ET)

Objection Deadline:

July 9, 2024, at 4:00 p.m. (ET)

**NOTICE OF APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY AND
RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS
ADMINISTRATIVE ADVISOR TO THE DEBTORS
NUNC PRO TUNC TO THE PETITION DATE**

PLEASE TAKE NOTICE that on June 25, 2024, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the *Application of Debtors for Authority To Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors Nunc Pro Tunc to the Petition Date* (the “**Application**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Application must be (a) in writing; (b) filed with the Clerk of the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, on or before **July 9, 2024, at 4:00 p.m. (ET)** (the “**Objection Deadline**”); and (c) served so as to be received on or before the Objection Deadline by the undersigned proposed counsel to the Debtors.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE APPLICATION WILL BE HELD ON JULY 16, 2024, AT 11:00 A.M. (ET) BEFORE THE HONORABLE BRENDAN L. SHANNON AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 6th FLOOR, COURTROOM #1, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THE PROCEDURES ABOVE WILL BE CONSIDERED BY THE COURT AT SUCH HEARING.

¹ 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 Dr, La Palma, CA 90623.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: June 25, 2024
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Evanthea Hammer

Robert J. Dehney, Sr. (No. 3578)
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-and-

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Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Gershbein Declaration

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

In re:

FISKER INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11390 (TMH)

(Jointly Administered)

Hearing Date:

July 16, 2024, at 11:00 a.m. (ET)

Objection Deadline:

July 9, 2024, at 4:00 p.m. (ET)

**DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF THE
APPLICATION OF THE DEBTORS FOR AUTHORITY TO
EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC
DBA VERITA GLOBAL AS ADMINISTRATIVE ADVISOR
TO THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

I, Evan Gershbein, under penalty of perjury, declare as follows:

1. I am an Executive Vice President of Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”), a chapter 11 administrative services firm, whose offices are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this declaration (this “**Declaration**”) in support of the *Application of Debtors for Authority To Employ and Retain Kurtzman Carson Consultants LLC dba Verita Global as Administrative Advisor to the Debtors Nunc Pro Tunc to the Petition Date* (the

¹ 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.

“**Application**”).² This Declaration fully incorporates the *Declaration of Evan Gershbein in Support of the Application of Debtors for Authority To Employ and Retain Kurtzman Carson Consultants LLC dba Verita Global as Notice and Claims Agent for the Debtors Nunc Pro Tunc to the Petition Date* [D.I. 35-1] (the “**Section 156(c) Declaration**”).

3. I am not being specifically compensated for this testimony other than through payments received by Verita as a professional retained by the Debtors. I am over the age of 18 years and authorized to submit this Declaration on behalf of Verita. If I were called upon to testify, I could and would competently testify to the facts set forth herein.

Verita’s Qualifications as Administrative Advisor

4. Verita is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita’s professionals have experience in solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases, as well as experience in matters of this size and complexity. Verita’s professionals have acted as debtor’s administrative advisor in many large bankruptcy cases in this district and in other districts nationwide. Verita’s active and former cases include the following: *In re Cano Health, Inc.*, No. 24-10164 (KBO) (Bankr. D. Del. Mar. 5, 2024) [D.I. 252]; *In re InVivo Therapeutics Corp.*, No. 24-10137 (MFW) (Bankr. D. Del. Feb. 22, 2024) [D.I. 84]; *In re AN Glob. LLC*, No. 23-11294 (JKS) (Bankr. D. Del. Oct. 3, 2023) [D.I. 171]; *In re Proterra Inc.*, No. 23-11120 (BLS) (Bankr. D. Del. Sept. 5, 2023) [D.I. 166]; *In re Lordstown Motors Corp.*, No. 23-10831 (MFW) (Bankr. D. Del. July 25, 2023) [D.I. 174]; *In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. July 19, 2023) [D.I. 202]; *In re KDC Agribusiness LLC*, No. 23-10786 (CTG) (Bankr. D.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Del. July 18, 2023) [D.I. 175]; *In re Plastiq Inc.*, No. 23-10671 (BLS) (Bankr. D. Del. June 19, 2023) [D.I. 108]; *In re Structurlam Mass Timber U.S., Inc.*, No. 23-10497 (CTG) (Bankr. D. Del. May 25, 2023) [D.I. 172]; *In re Standayne LLC*, No. 23-10207 (TMH) (Bankr. D. Del. Mar. 29, 2023) [D.I. 139]; *In re Starry Grp. Holdings, Inc.*, No. 23-10219 (KBO) (Bankr. D. Del. Mar. 21, 2023) [D.I. 178]; *In re Tricida, Inc.*, No. 23-10024 (JTD) (Bankr. D. Del. Feb. 26, 2023) [D.I. 155]; *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Oct. 7, 2022) [D.I. 214]; *In re First Guaranty Mortgage Corp.*, No. 22-1058 (CTG) (Bankr. D. Del. Jul. 28, 2022) [D.I. 229]; *In re Zosano Pharma Corp.*, No. 22-10506 (JKS) (Bankr. D. Del. June 30, 2022) [D.I. 102]; *In re Sequential Brands Grp., Inc.*, No. 21-11194 (JTD) (Bankr. D. Del. Oct. 4, 2021) [D.I. 166]; *In re TECT Aerospace Grp. Holdings, Inc.*, No. 21-10670 (KBO) (Bankr. D. Del. May 5, 2021) [D.I. 132]; *In re JetFleet Holding Corp. (f/k/a AeroCentury Corp.)*, No. 21-10637 (JTD) (Bankr. D. Del. Apr. 30, 2021) [D.I. 115]; *In re Medley LLC*, No. 21-10525 (KBO) (Bankr. D. Del. Apr. 1, 2021) [D.I. 82]; and *In re Chaparral Energy, Inc.*, No. 20-11947 (MFW) (Bank. D. Del. Sep. 10, 2020) [D.I. 172].

5. As Administrative Advisor pursuant to section 327(a) of the Bankruptcy Code, Verita will perform certain administrative, technical, and support services as specified in the Application and the Services Agreement, if and to the extent the Debtors request such Administrative Services. In performing the Administrative Services, Verita will charge the Debtors the rates set forth in the Services Agreement, which is attached as Exhibit B to the Application.

6. 15. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$75,000, which was received by Verita on April 3, 2024. Verita seeks to hold the retainer under the Services Agreement during the cases as security for the payment of fees and

expenses incurred under the Services Agreement. Additionally, Verita received a payment of \$30,000 on May 23, 2024. This payment is first being applied to all prepetition invoices and then to the first post-petition invoice. Except as stated in this paragraph, Verita has not received any payments from the Debtors in the 90 days prior to the Petition Date.

7. Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Verita and its professional personnel:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of the Chapter 11 Cases, directors, officers, or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors.

8. The Debtors have many creditors and, accordingly, Verita may have rendered and may continue to render services to certain of these creditors in matters unrelated to the Chapter 11 Cases, either as vendors or in cases where Verita serves in a neutral capacity as a bankruptcy claims and noticing agent or class action settlement administrator. Verita has not and will not represent the separate interests of any such creditor in the Chapter 11 Cases. To the best of my knowledge, neither Verita, nor any of its professional personnel, has any relationship with the Debtors that would impair Verita’s ability to serve as Notice and Claims Agent (as defined in the Section 156(c) Application) or Administrative Advisor. Verita has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships, except to the extent that Verita and counsel to the Debtors have communicated concerning the preparations for the Chapter 11 Cases, are unrelated to the Chapter 11 Cases. In addition, Verita personnel may

have relationships with certain of the Debtors' creditors. Such relationships are, however, of a personal or financial nature and are unrelated to the Chapter 11 Cases.

9. Verita, as well as its personnel, has and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in connection with matters unrelated to the Chapter 11 Cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in the Chapter 11 Cases, which services do not directly relate to, or have any direct contention with, the Chapter 11 Cases or the Debtors.

10. To the best of my knowledge, and except as disclosed herein or in the Section 156(c) Application, Verita neither holds nor represents any interest materially adverse to the Debtors' estates and is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. Verita has performed a comprehensive conflicts check in connection with the Section 156(c) Application and will continue to supplement its disclosure to the Court if any facts or circumstances are discovered that would require further disclosure.

11. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("**GCP**") indirectly acquired a controlling equity interest in Verita (the "**Acquisition**"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("**JPMIM**"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "**Board**") of Verita's ultimate parent company, KCC Parent LLC ("**Parent**"). Parent wholly

owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns KCC Topco LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

12. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (a) Verita's parent entities, affiliates, and subsidiaries and (b) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. JPMorgan Chase Bank, N.A. is listed on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where JPMorgan Chase may be associated with the Debtors.

13. To the extent that Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtors, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more GCP or JPMIM entities, including portfolio companies of GCP.

14. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

15. Verita has informed the Debtors that, subject to Court approval, it will invoice the Debtors at its standard hourly rates, as set forth in the Services Agreement attached as Exhibit B to the Application.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: June 25, 2024

/s/ Evan Gershbein

Evan Gershbein
Executive Vice President
Kurtzman Carson Consultants LLC dba Verita
Global
222 N. Pacific Coast Highway, 3rd Floor,
El Segundo, California 90245

Exhibit B

Services Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 15th day of March 2024, between Fisker Inc. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that KCC will give thirty (30) days written notice to the Company prior to any increase.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable and documented transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate, which shall be mutually agreed in advance.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable within thirty (30) days the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred. Certain fees and charges may need to be adjusted due to availability related to the COVID-19 (novel coronavirus) global health issue.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable



KCC AGREEMENT FOR SERVICES

following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the “Retention Order”). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$75,000 (the “Retainer”) that may be held by KCC as security for the Company’s payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, KCC will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC’s performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably



KCC AGREEMENT FOR SERVICES

believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes, after reasonable inquiry, it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) consecutive days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "KCC Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. In no event shall either party be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the greater of (i) two times the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement and (ii) \$500,000.00; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor. If an indemnified party intends to claim indemnification under this Section IX, then such indemnified party shall notify the indemnifying party reasonably promptly in writing upon commencement of any claim, action, investigation or proceeding that the party seeking indemnification becomes aware of with respect to this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



KCC AGREEMENT FOR SERVICES

X. FORCE MAJEURE

KCC will not be liable for any delay or failure in performance when such delay or failure arises materially from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Fisker Inc.
1888 Rosecrans Avenue
Manhattan Beach, CA 90266
Attn: Geeta Fisker
Tel: (833) 434-7537
E-Mail: legal@fiskerinc.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject



KCC AGREEMENT FOR SERVICES

matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

DocuSigned by:

Evan J. Gershbein

41878E97BE7747D...

BY: Evan Gershbein

DATE: 23-Mar-2024 | 7:38:42 PM EDT

TITLE: EVP, Corporate Restructuring Services

Company

Geeta Gupta-Fisker

Geeta Gupta-Fisker (Mar 23, 2024 14:03 PDT)

BY:

DATE:

TITLE:



Fee Structure

Consulting Services & Rates ¹	
Position	Hourly Rate
Analyst	Waived
<p>The Analyst processes incoming mail, creditor mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.</p>	
Technology/Programming Consultant ²	\$28 - \$76
<p>The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.</p>	
Consultant/Senior Consultant/Director	\$52 - \$175
<p>The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. KCC's Consultants average over six years of experience.</p> <p>The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. KCC's Senior Consultants average over seven years of experience.</p> <p>The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. KCC's Directors average over twelve years of experience and are generally former practitioners.</p>	
Securities/Solicitation Consultant	\$175
<p>The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Securities Director/Solicitation Lead	\$185
<p>The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Weekend, holidays and overtime	Waived

¹ Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

² Certain technology development fees may be applicable.

Fee Structure



Printing Services & Noticing Services	
Printing	\$0.10 per image (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived ³
Fax noticing	\$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper and legal notice publishing	Quote prior to publishing

Claims Administration & Management Expenses	
License fee and data storage	\$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to KCC CaseView (secure, password protected)	Waived
<ul style="list-style-type: none"> • Proprietary, secured, password protected portal for unlimited users • Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information • Functionality to run or request customized reports summarizing case analytics 	

KCC eServices	
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

Document Management/Imaging	
Electronic imaging (scanning & bar coding)	\$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

³ A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties.

Fee Structure



Call Center Support Services	
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of Call Center	Standard hourly rates
Disbursements	
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges

Exhibit C

Proposed Order

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

In re:

FISKER INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11390 (TMH)

(Jointly Administered)

Re: Docket No. ____

**ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS ADMINISTRATIVE
ADVISOR TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “**Application**”)² of Fisker Inc. and certain of its affiliates (collectively, the “**Debtors**”), for entry of an order, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as Administrative Advisor to the Debtors in the Chapter 11 Cases *nunc pro tunc* to the Petition Date, pursuant to the terms set forth in the Application, the Services Agreement, and/or in the Gershbein Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter an order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper

¹ 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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Application and the Gershbein Declaration; and the Court having held a hearing, if necessary, to consider the relief requested in the Application (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Application and the Gershbein Declaration and at the Hearing, if any, establish just cause for the relief granted herein; and the Court having found that the relief requested in the Application is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Application, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is hereby granted as set forth in this order (this “**Order**”).
2. The Debtors are authorized to employ and retain Verita as their Administrative Advisor in the Chapter 11 Cases on the terms provided in the Application, the Services Agreement, and the Gershbein Declaration *nunc pro tunc* to the Petition Date, to the extent that the terms of the Application, the Services Agreement, and the Gershbein Declaration do not conflict with the terms of this Order.
3. Verita is authorized to perform the Administrative Services described in the Application, the Services Agreement, and the Gershbein Declaration, and to take such other action to comply with all duties set forth in the Application, the Services Agreement, and the Gershbein Declaration.

4. In addition to the Administrative Services set forth in the Application, the Services Agreement, and the Gershbein Declaration, Verita is authorized to provide other bankruptcy administration services as the Debtors and the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware may request from time to time.

5. Verita shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in the Chapter 11 Cases regarding professional compensation and reimbursement of expenses.

6. The relief granted herein shall be binding upon any chapter 11 trustee appointed in any of the Chapter 11 Cases or upon any chapter 7 trustee appointed in the event of a subsequent conversion of any of the Chapter 11 Cases to cases under chapter 7.

7. To the extent that there may be any inconsistency between the terms of the Application, the Services Agreement, and the Gershbein Declaration, on the one hand, and this Order, on the other hand, the terms of this Order shall govern.

8. Verita seeks to first apply its retainer to all pre-petition invoices, and thereafter, to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

9. Verita shall use its reasonable best efforts to avoid any unnecessary duplication of services provided by any of the Debtors' retained professionals in the Chapter 11 Cases.

10. The Debtors shall indemnify Verita under the terms of the Services Agreement as modified pursuant to this Order.

11. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services

Agreement unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

12. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either (a) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from Verita's bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, fraud, or willful misconduct, (b) for a contractual dispute in which the Debtors allege breach of Verita's contractual obligations under the Services Agreement unless the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (c) settled prior to a judicial determination as to the exclusions set forth in clauses (a) and (b) above, but determined by the Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by the Application or the Order.

13. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal) or (b) the entry of an order closing the Chapter 11 Cases, Verita believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order), including the advancement of defense costs, Verita must file an application before the Court in the Chapter 11 Cases, and the Debtors may not pay any such amounts to Verita before the entry of an order by the Court approving the payment. This paragraph 13 is intended only to specify the period of time under which the Court shall have jurisdiction over any request for payment related to

indemnification, contribution, or reimbursement. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

14. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

15. The Debtors and Verita are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

16. Notwithstanding any term in the Services Agreement to the contrary, the Court shall retain jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.