

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: : Chapter 11

[cite_start]FISKER, INC., et al., : Case No. 24-11390 (TMH) [cite: 8, 194]

Debtors. [cite_start]: (Jointly Administered) [cite: 9, 195]

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US BANKRUPTCY COURT
DISTRICT OF DELAWARE

MOTION OF RICHARD MARTIN FOR LEAVE TO FILE RESPONSE TO
LIQUIDATING TRUSTEE'S ELEVENTH OMNIBUS OBJECTION OUT OF TIME

Richard Martin ("Claimant"), a creditor in the above-captioned cases, respectfully submits this motion seeking entry of an order granting him leave to file a response to the Liquidating Trustee's Eleventh Omnibus Objection (Non-Substantive) ... to Certain Late-Filed Claims (the "Objection") out of time. In support of this Motion, the Claimant states as follows:

1. [cite_start]On August 1, 2025, the Liquidating Trustee (the "Trustee") filed the Objection seeking to disallow and expunge the Claimant's proof of claim[cite: 746, 747, 999].
2. The deadline for parties to file a response to the Objection was August 22, 2025, at 4:00 p.m. (ET) [cite_start](the "Response Deadline")[cite: 745, 929, 995].
3. For the reasons set forth below, the Claimant failed to file his response by the Response Deadline. The Claimant's failure to file on time was the result of excusable neglect.
4. The standard for excusable neglect requires the Court to consider all relevant circumstances, including the reason for the delay, the length of the delay, the danger of prejudice to the opposing party, and whether the movant acted in good faith.
5. Here, the circumstances weigh in favor of granting leave:

a. ****Reason for Delay:**** The Claimant did not receive the Trustee's Objection until after the Response Deadline had passed due to a multi-step mail forwarding process. [cite_start]The Objection notice was mailed to the Claimant's old address in California[cite: 53]. From there, it was forwarded to a mailbox service in Florida, and only then was it forwarded a second time to the Claimant's new permanent residence in New Hampshire. This complex forwarding process, which was necessary due to a recent interstate move, resulted in a significant and unavoidable delay in the Claimant's receipt of the Objection.

b. ****Length of Delay:**** The delay in filing is minimal. [cite_start]The Response Deadline was August 22, 2025, and the Claimant is filing this Motion and the accompanying Response just



days after the deadline and immediately upon receipt of the Objection notice[cite: 745, 929, 995].

c. ****Prejudice:**** There is no prejudice to the Trustee or the bankruptcy estate. [cite_start]The hearing on the Objection is not until September 3, 2025[cite: 745, 995]. Granting this motion will not delay the hearing or the administration of the estate, nor will it affect any distributions.

d. ****Good Faith:**** The Claimant is acting in good faith. The delay was not willful or part of a strategy to gain an advantage. The Claimant took action to prepare and file a response as soon as practicably possible after finally receiving the notice.

WHEREFORE, Richard Martin respectfully requests that the Court enter an order (i) granting this Motion, (ii) accepting his Response to the Objection, attached hereto as Exhibit A, as timely filed, and (iii) granting such other relief as is just and proper.

Dated: August 25, 2025

By: 

Richard Martin

[15 Upper Camp RD]

Northwood, NH [03261]

[508-667-6259]

[ricky@rickymartinblog.com]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: : Chapter 11
:
FISKER, INC., et al., : Case No. 24-11390 (TMH)
:
Debtors. : (Jointly Administered)
_____:

RESPONSE OF RICHARD MARTIN TO LIQUIDATING TRUSTEE'S ELEVENTH OMNIBUS
OBJECTION (NON-SUBSTANTIVE) TO CERTAIN LATE-FILED CLAIMS

Richard Martin ("Claimant"), holder of Claim No. 3962, hereby submits this response to the Liquidating Trustee's Eleventh Omnibus Objection (Non-Substantive) ... to Certain Late-Filed Claims (the "Objection") and respectfully requests the Court to overrule the Objection.

1. The Trustee objects to the Claimant's claim on the grounds that it was filed after the General Bar Date of September 11, 2024. While it is correct that the claim was filed after this date, the late filing was a result of excusable neglect and should be permitted.
2. The Claimant's failure to file his proof of claim by the September 11, 2024, deadline should be excused for the following reasons:

a. ****Reason for the Delay:**** The Claimant never received the "Notice of Bar Dates," which was mailed in August 2024, due to circumstances entirely outside of his control. In July 2024, the Claimant moved to a rental townhouse in Kissimmee, Florida. Unbeknownst to the Claimant at the time, the townhouse complex did not have functional mailboxes for its units, resulting in a systemic mail delivery failure for residents. The Claimant was not properly receiving any mail and was only advised of this widespread issue by the leasing office in late August 2024. As a direct result, the Notice of Bar Dates was never delivered to or received by the Claimant.

b. ****Length of the Delay:**** The delay was minimal. The Claimant filed his proof of claim on September 26, 2024, only 15 days after the General Bar Date and shortly after becoming aware of the bankruptcy proceedings through other means. This brief delay has not impacted the administration of the case.

c. ****Prejudice to the Debtor:**** Allowing this claim will not prejudice the Debtor's estate. The Trustee is still in the process of reconciling claims, and no distributions to general unsecured creditors have been made or scheduled. The prejudice to the Claimant in disallowing his claim far outweighs any minimal inconvenience to the estate.

d. ****Good Faith:**** The Claimant has acted in good faith. He was not attempting to delay the proceedings. He filed his proof of claim promptly upon learning of the requirement to do so. The

delay was entirely due to the mail delivery failure at his residence, a circumstance which was outside of his reasonable control.

3. For the foregoing reasons, the late filing of the Claimant's proof of claim was the result of excusable neglect.

WHEREFORE, Richard Martin respectfully requests that the Court overrule the Trustee's Objection and allow Claim No. 3962 in its entirety.

Dated: August 25, 2025

By: 

Richard Martin

[15 upper Camp RD]

Northwood, NH [03261]

[5086676259]

[ricky@rickymartinblog.com]

****Attachments:****

Exhibit 1: Declaration of Richard Martin in Support of Response

Exhibit 2: Copy of the Florida lease

Exhibit 3: USPS Change of Address notice for CA to FL

Exhibit 4: USPS Change of address from FL townhome to FL Mailbox

Exhibit 1: Declaration of Richard Martin in Support of Response

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: : Chapter 11
:
FISKER, INC., et al., : Case No. 24-11390 (TMH)
:
Debtors. : (Jointly Administered)
_____:

DECLARATION OF RICHARD MARTIN IN SUPPORT OF (1) MOTION FOR LEAVE TO FILE
RESPONSE OUT OF TIME AND (2) RESPONSE TO LIQUIDATING TRUSTEE'S ELEVENTH
OMNIBUS OBJECTION

I, Richard Martin, declare as follows:

1. I am the claimant in this matter and the holder of Claim No. 3962. I have personal knowledge of the facts stated in this declaration and, if called as a witness, I could and would competently testify to them.
2. In July 2024, I moved from my former address at 4937 Gold Rush Dr, Folsom, California, to a new rental townhouse in Kissimmee, Florida. A true and correct copy of my lease agreement for the Florida rental is attached as **Exhibit 2**.
3. After moving, I discovered that I was not receiving mail properly. In late August 2024, I was advised by the townhouse leasing office that the complex had systemic mail delivery problems because it was not equipped with mailboxes for the units. As a result, mail sent to me at that address was not being delivered. Attached as **Exhibit 4** is a copy of the subsequent change of address for the FL Townhome in Kissimmee to the Mailbox in Winter Garden FL.
4. Because of this mail delivery failure, I never received the "Notice of Bar Dates for Filing Proofs of Claim," which was mailed by the claims agent in August 2024.
5. I first learned of the Fisker bankruptcy and the need to file a claim through other means. [cite_start]I acted promptly and filed my proof of claim (No. 3962) on September 26, 2024[cite: 1, 2, 3].
6. More recently, I moved from Florida to my current permanent residence in Northwood, New Hampshire. To ensure I received all my mail during this transition, I used a multi-step forwarding process. Mail sent to my old California address was forwarded to a mailbox service in Florida, which then forwarded it to my new address in New Hampshire. Attached as **Exhibit C** are documents showing this forwarding arrangement.

7. [cite_start]The "Liquidating Trustee's Eleventh Omnibus Objection" [cite: 746][cite_start], which was filed on August 1, 2025[cite: 736], was subject to this same multi-step forwarding process. I did not actually receive the physical notice of the Objection until August 25, 2025, three days after the August 22, 2025, response deadline had already passed. Attached as **Exhibit D** is a copy of the envelope showing the forwarding labels.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: August 25, 2025

By: 

Richard Martin

Exhibit 2: Copy of the Florida lease



APARTMENT LEASE CONTRACT



Date of Lease Contract: June 21, 2024
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

Richard Martin, Karen Bellezza

and us, the owner: AXP RENT LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 4637 at 4637 Alexander Pk Dr.

(street address) in Kissimmee (city), Florida, 34758 (zip code) (the "dwelling unit" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The ☐ Owner or ☐ Manager of these apartments is _____

whose address is _____

_____. Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: _____

Except as otherwise required by applicable law, any notice required by this Lease or law shall be in writing and shall be deemed to be delivered to you if: (a) delivered personally; (b) sent electronically via email to any email address on file with us as provided by you; (c) posted to the door of your address shown above; or (d) mailed by U.S. First Class Mail to your address shown above.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

Aidan Martin

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 days without our prior written consent. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.**

The initial term of the Lease Contract begins on the 19th day of July, 2024, and ends at 11:59 p.m. the 18th day of February, 2025.

This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move-out as required by this paragraph and paragraph 47 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ 2865.00 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the lease term if the lease will not be renewed.

Month-to-Month Tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 30 days' prior to the end of the monthly rental period. If you fail to provide us at least 30 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 500.00, due on or before the date this Lease Contract is signed.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below [Landlord check one option]:

☒ 1. In a separate NON-INTEREST bearing account for your benefit in the following bank: City National Bank

whose address is 801 Brickell Avenue, Ste. 2110, Miami, FL 33131

_____; OR

☐ 2. In a separate INTEREST bearing account for your benefit in the following bank: _____

whose address is _____

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

☐ 3. In a commingled account at the following bank _____

whose address is _____

provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

¹ Richard Martin ⁵⁰ Karen Bellezza ⁹⁹ Nancy Almonte

Exhibit 3: USPS Change of Address notice for CA to FL



Change-Of-Address Confirmation

JUN 14, 2024

225 N HUMPHREYS BLVD STE 501
MEMPHIS TN 38188-1033

This letter is to confirm that the US Postal Service® has received the following PERMANENT Change-of-Address Order from you. We will begin forwarding your mail to your NEW address on the following START DATE you provided: **JUN 15, 2024**

Mail will be forwarded to the new address for EVERYONE at the old address with the following last name (family name):

MARTIN

NEW ADDRESS



MARTIN
PMB 1379
3065 DANIELS RD
WINTER GARDEN FL 34787-7002

OLD ADDRESS

MARTIN
4937 GOLD RUSH DR
FOLSOM CA 95630-7067

It is important for you to examine the above OLD and NEW address information. If any of the information is NOT correct or if you did NOT authorize this Change-of-Address Order, please call 1-800-ASK-USPS (1-800-275-8777) immediately.

If you need to View or Cancel this Change-of-Address Order, Change the Date to Start Forwarding your Mail or Change the Move Type from Family to Individual, visit managemymove.usps.com and enter the Confirmation Code **2415 0900 0026 6910**.

Common Questions and Answers About Moving

Q. What should I do if I am not yet receiving mail at my new address?

A. If it is more than ten days after the start date of your move and no mail has arrived, call 1-800-ASK-USPS (1-800-275-8777).

Q. How should I let my friends, family members, magazine publishers, and business correspondents know of my new address?

A. Usually, magazines and business correspondence contain cards or instructions to inform them of your new address and the date you will be moving. In addition, your local post office can supply you, free of charge, with postcards that you can use as a convenient way to notify anyone of your new address and the date of your move.

Q. Do I need to register to vote?

A. Yes, except for residents of North Dakota. Even previously registered voters need to reregister after they move (or if they change their last name). For information, see your local Supervisor of Elections at least 30 days before the next election.

As required by law, the Postal Service does not provide customer names or addresses to third parties.

Exhibit 4: USPS Change of address from FL townhome to FL Mailbox



Change-Of-Address Confirmation

225 N HUMPHREYS BLVD STE 501
MEMPHIS TN 38188-1033

DEC 31, 2024

This letter is to confirm that the US Postal Service® has received the following PERMANENT Change-of-Address Order from you. We will begin forwarding your mail to your NEW address on the following START DATE you provided: **DEC 20, 2024**

Mail will be forwarded to the new address for EVERYONE at the old address with the following last name (family name):

NEW ADDRESS

MARTIN

OLD ADDRESS

MARTIN
4637 ALEXANDER PARK DR
KISSIMMEE FL 34758



MARTIN
3065 DANIELS RD
WINTER GARDEN FL 34787-7002

It is important for you to examine the above OLD and NEW address information. If any of the information is NOT correct or if you did NOT authorize this Change-of-Address Order, please call 1-800-ASK-USPS (1-800-275-8777) immediately.

If you need to View or Cancel this Change-of-Address Order, Change the Date to Start Forwarding your Mail or Change the Move Type from Family to Individual, visit managemymove.usps.com and enter the Confirmation Code **2436 5247 4000 0420**.

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PRIORITY MAIL
FLAT RATE ENVELOPE
POSTAGE REQUIRED

PRESS FIRMLY TO SEAL

PS Form 2976-E, July 2013
PSN 7530-03-000-5174

FROM:

Dispatch note, voir
(Bulletin d'expédition déclaration en France)

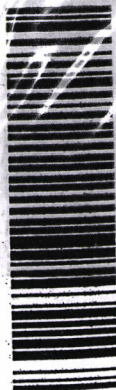
PRIORITY®



- Expected delivery date specified
 - Domestic shipments include
 - USPS Tracking® service included
 - Limited international insurance
 - When used internationally
- *Insurance does not cover certain items. See Domestic Mail Manual at <http://pe.usps.com>
- ** See International Mail Manual at <http://pe.usps.com>

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08/26/2025

Mailed from 03261 306815677626726

PRIORITY MAIL®

RICHARD MARTIN
15 UPPER CAMP RD
NORTHWOOD NH 03261-4331

Flat Rate Envelope
RDC 03
C012

UNITED STATES BANKRUPTCY COURT
OFFICE OF THE CLERK
824 N MARKET ST
WILMINGTON DE 19801-3024

USPS TRACKING #

9405 5301 0935 5202 0561 30

Claim No. 3962

services, see usps.com for more information
EP14F October 2023
QD: 12 1/2 x 9 1/2