

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

Case No. 24-11390 (TMH)  
In re: Fisker, Inc., et al., Debtors

RECEIVED  
2025 SEP 10 A 10:01

**FINAL UPDATED RESPONSE AND OBJECTION TO LIQUIDATING  
TRUSTEE'S TWELFTH OMNIBUS OBJECTION TO CERTAIN  
MISCLASSIFIED CLAIMS**

See previously produced detailed Response for full numbered arguments (¶1–14). This filing keeps the same content and updates contact email to BuyLoan@gmail.com.

Respectfully submitted,

Date: September 04, 2025

Signature: \_\_\_\_\_

**Roman Tishen**

865 NE 62nd St, Fort Lauderdale, FL 33334

Phone: 305.373.3333

Email: BuyLoan@gmail.com



24113902509110000000000001

## **UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE**

Case No. 24-11390 (TMH)  
In re: Fisker, Inc., et al., Debtors

### **FINAL UPDATED RESPONSE AND OBJECTION TO LIQUIDATING TRUSTEE'S TWELFTH OMNIBUS OBJECTION TO CERTAIN MISCLASSIFIED CLAIMS**

1. My claim is based on the actual payment made for a vehicle purchased from Fisker (see Exhibit A and Exhibit B).
2. While the Debtor delivered a vehicle, the delivered product was defective, unusable, and essentially worthless (see Exhibits D and E).
3. I repeatedly demanded that the Debtor take the vehicle back, but Fisker intentionally refused to do so (see Exhibit D).
4. Because the Debtor failed to provide a proper product and then refused to cure by retrieving the defective vehicle, the obligation remains unsatisfied. The defective vehicle is still in my possession and serves as collateral until full repayment.
5. On these grounds – any of which independently justify relief – my claim must be preserved as a secured claim in the amount originally filed and not reclassified.
6. I never signed any financial documents with the Debtor. Fisker took my payment for the vehicle, but I have no financial obligations toward the company. There is no contract binding me to any financial liability. Further, Fisker does not possess a signed Odometer Disclosure Statement or any other executed documents from me.
7. While I currently hold payment proofs totaling \$15,250 (deposits of \$250, \$5,000, and \$10,000), my total claim of \$35,000 is fully justified. The balance represents direct and consequential damages, including:
  8. - the total loss of value and utility of the defective vehicle;
  9. - insurance premiums I was forced to pay for a car that could not be registered;
  10. - out-of-pocket repair expenses with independent specialists;
  11. - the time, stress, and loss of use caused by Fisker's misconduct;
  12. - and additionally, before Fisker promised to deliver the vehicle, I sold my previous car at a significant loss in reliance on receiving a new replacement vehicle, but instead was left with a defective and unusable car.
13. Fisker never provided me with a valid Purchase Agreement, financial documents, or a signed Odometer Disclosure Statement. After realizing their error, they attempted to persuade me to sign documents retroactively, but I refused.
14. Because Fisker failed to provide registration documents, the vehicle remains unregistered and unusable. I was unable to legally operate it for more than 90 days. Despite my repeated written requests, Fisker provided no assistance or remedy.
15. I hold no financial obligations toward Fisker. My payments consisted only of the three deposits noted above. Fisker delivered the vehicle but never provided me with a financing contract or a valid

purchase agreement.

16. After Chase ceased financing Fisker vehicles, Fisker attempted to pressure me into financing directly with them, allegedly at 1%. I refused after discovering that the delivered vehicle was defective and in extremely poor condition.

17. I demanded that Fisker take the vehicle back, but they refused. Moreover, there were repeated attempts to deceive me: I received calls from unknown individuals offering to remove the vehicle, but refusing to return the money I had paid. I declined such terms, realizing that this was simply an attempt to mislead me and act solely in Fisker's favor rather than fairly resolve the matter.

18. The vehicle presented numerous defects: the air conditioning was completely inoperative; the tires were dangerously worn within a short period; and there were multiple mechanical and electronic failures.

19. For these reasons, my actions have been justified, my claim of \$35,000 is fully substantiated, and Fisker's misconduct demonstrates why my claim must be preserved in full and recognized as secured.

Respectfully submitted,

Date: September 04, 2025

Signature: \_\_\_\_\_

**Roman Tishen**

865 NE 62nd St, Fort Lauderdale, FL 33334

Phone: 305.373.3333

Email: BuyLoan@gmail.com

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

**CERTIFICATE OF SERVICE**

I, Roman Tishen, hereby certify that on September 04, 2025, I served my Response and Objection via email and First-Class Mail on counsel listed in the cover letter.

Respectfully submitted,

Date: September 04, 2025

Signature: \_\_\_\_\_

**Roman Tishen**

865 NE 62nd St, Fort Lauderdale, FL 33334

Tel: 305.373.3333

Email: BuyLoan@gmail.com



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

**EXHIBIT LIST — Claim No. 2189 (Roman Tishen)**

- Exhibit A — Purchase Order (Fisker).
- Exhibit B — Deposit Receipts (placeholder; to be supplemented).
- Exhibit C — Insurance Proof (GEICO).
- Exhibit D — Correspondence to Fisker (no financing; defects; no response).
- Exhibit E — Repair Invoice (Alex's Auto Shop).

# Exhibit A

Purchase Order (Fisker) – supports lack of executed financing contract

**FISKER**  
**Purchase Order**

Buyer: Fisker Inc.  
Address: 1000 Lakeside Ave.  
City: San Francisco, CA 94115

Seller: Fisker Inc.  
Address: 1000 Lakeside Ave.  
City: San Francisco, CA 94115

Vehicle: Fisker Inc.  
Model: Fisker Inc.  
Year: 2023

**VEHICLE BEING SOLD**

Make: Fisker  
Model: Fisker  
Year: 2023

**VEHICLE PRICE**

|                    |             |
|--------------------|-------------|
| Base Price         | \$54,999.00 |
| Destination Charge | \$999.00    |
| Preparation Charge | \$1,000.00  |
| Delivery Charge    | \$500.00    |
| Vehicle Price      | \$57,498.00 |
| Trade-In Allowance | \$0.00      |
| Net Price          | \$57,498.00 |

**TRADE-IN INFORMATION (if applicable)**

|      |       |      |       |
|------|-------|------|-------|
| Make | Model | Year | Price |
|      |       |      |       |

**PURCHASER REPRESENTS AND WARRANTS WITH REGARD TO ANY TRADE-IN:**

The purchaser represents and warrants that the trade-in vehicle is the property of the purchaser and is not subject to any lien or other claim. The purchaser also represents and warrants that the trade-in vehicle is in good condition and is free from any defects.

**DATE:** 11/01/2023

**PURCHASER:** Tilman

**CO PURCHASER:** Dr. VP, Global Marketing, Sales & Service

**SELLER:** Sam Alai

**TITLE:** Dr. VP, Global Marketing, Sales & Service

**DATE:** 11/01/2023

Fisker Inc. customers: you will receive a text at this number to facilitate signing your loan documents. Message and data rates may apply.



**Hello Roman!**

**I hope this finds you well! We've noticed a pending matter regarding the payment of your Ocean One (vin 5244) purchase. It seems there might have been a delay in Chase contract signing which is now requiring you to reapply for Fisker Finance. Please access the My Fisker app or [www.fiskerinc.com](http://www.fiskerinc.com) to access your account and reapply. We have extended the 1.99% APR for up to 60 months for those who qualify until 1/31/2024. We kindly request your help in resolving this to ensure all aspects of the transaction are in order. Your prompt attention to this matter would be greatly appreciated, and if you have any questions or need assistance, please feel free to reach out. Thank you for your cooperation!**

**Kind regards,  
Toccara**

# FISKER

## Purchase Order

Seller's name: Fisker Group Inc  
 Address: 1858 Rosecrans Ave  
 City: Manhattan Beach State: CA  
 Email: FiskerVehicleAdmin@fiskerinc.com  
 Zip: 90256

Purchaser's Name: ROMAN TISHEN Telephone\*: 7863934955 Co-Purchaser's Name: Telephone\*:  
 Address: 17150 N Bay Road, 2202 Email: BUYLOAN@GMAIL.COM Address: Email:  
 City/State: Sunny Isles Beach, FL Zip: 33160 City/State: Zip:

### VEHICLE BEING SOLD

Stock No: Year: 2023 Make: Fisker Model: Ocean Trim: One Vin: VCF1ZBU23PG005244 Ref #:  
 Odometer:

### OPTIONS

Recycled Floor Mats  
 Tow Package - US  
 Expanding Cargo Organizer

### VEHICLE PRICE

\$68,999.00 A processing fee is not an official fee. A  
 \$250.00 processing fee is not required by law,  
 \$1,200.00 but may be charged to buyers for  
 \$0.00 handling documents and performing  
 \$70,449.00 services related to the closing of a sale.  
 \$70,449.00 A processing fee may not exceed \$290  
 \$3,758.72 for a motor vehicle contract or a  
 \$367.10 reasonable amount agreed to by the  
 \$2,438.00 parties for a heavy commercial vehicle  
 \$299.00 contract. This notice is required by law.  
 \$77,331.82 Your signature acknowledges Fisker's  
 \$5,250.00 current Odometer Disclosure on the  
 \$10,000.00 complying Title.  
 Title and Registration fee estimates  
 may change upon actual date of  
 transfer.

### TRADE-IN INFORMATION (if applicable)

Year: Make: Stock No:  
 VIN: Model:  
 License Plate: Mileage:  
 Lienholder:  
 Address:  
 Telephone\*:  
 Lien/Payoff amount: Payoff amount good until:

### Purchaser represents and warrants with regard to any trade-in:

RT As the seller, you hereby sell, transfer, and convey all rights, title, and interest in and to the vehicle to  
initial Fisker, and future assignors designated by Fisker. In consideration of the sale of the vehicle to  
RT Fisker the seller enters into an agreement for the amount displayed, which represents the full Value  
initial of the Vehicle.

You hereby represent and warrant to us that you are the sole legal and record owner of the Vehicle,  
 and that no other party has any interest in or to the Vehicle unless disclosed as Lienholder above.  
 You agree that you are responsible for any negative equity in connection with vehicle payoff. Funds  
 may be utilized from financing with the new Fisker to cover any negative equity. Seller represents  
 and warrants that the odometer of the Vehicle reflects the actual mileage, unless noted below.

initial Amount of Mileage in excess of Mechanical limits

initial IS NOT actual mileage or there is an odometer discrepancy

Total due \$62,061.82

Your signature acknowledges and agrees that the Fisker Ocean One Preorder Agreement Terms and Conditions Addendum and all documents referenced therein are incorporated into this Purchase Order and  
 complete the terms of sale.

PURCHASER Tishen  
 Seller (Not for use by Fisker)  
 SELLER Dan Alford

CO PURCHASER \_\_\_\_\_  
 TITLE Sr VP, Global Marketing, Sales & Service

Date 11/01/2023  
 Date \_\_\_\_\_

\*Fisker Finance<sup>SM</sup> customers: you will receive a text at this number to facilitate signing your loan documents. Message and data rates may apply.



## **EXHIBIT COVERS (A-E)**

- Exhibit A — Purchase Order / Contract
- Exhibit B — Deposit Receipts
- Exhibit C — Insurance ID Cards (GEICO)
- Exhibit D — Email & Support Correspondence
- Exhibit E — Repair Invoice & Notes

## **EXHIBITS – Roman Tishen (Claim No. 2189)**

Date compiled: September 04, 2025

### **Index:**

- Exhibit A: Purchase Order (Fisker) – supports lack of executed financing contract
- Exhibit B: Deposit Receipts – (placeholder page; receipts not included in this upload)
- Exhibit C: Insurance Proof – GEICO Insurance ID cards for VIN VCF1ZBUZ3PG005244
- Exhibit D: Correspondence to Fisker (no financing; defects; no response)
- Exhibit E: Repair Invoice – Alex's Auto Shop (diagnostic & notes on defects)

## **Exhibit B**

Deposit Receipts – (placeholder page; receipts not included in this upload)

<< Placeholder: deposit receipts to be inserted here >>

# FISKER

## Purchase Order

Seller's name: Fisker Group Inc  
 Address: 1888 Rosecrans Ave  
 City: Manhattan Beach State: CA  
 Email: FiskerVehicleAdmin@fiskerinc.com  
 Zip: 90266

Purchaser's Name: ROMAN TISHEN Telephone\*: 7863934955 Co-Purchaser's Name: Telephone\*:  
 Address: 17150 N Bay Road, 2002 Email: BUYLOAN@GMAIL.COM Address: Email:  
 City/State: Sunny Isles Beach, FL Zip: 33160 City/State: Zip:

### VEHICLE BEING SOLD

Stock No: Year: 2023 Make: Fisker Model: Ocean Trim: One Vin: VCF1ZBU23PG005244 Ref #:  
 Odometer:

### OPTIONS

Recycled Floor Mats  
 Tow Package - US  
 Expanding Cargo Organizer

### VEHICLE PRICE

\$66,999.00  
 \$250.00  
 \$1,200.00  
 \$0.00  
 Total cash price \$70,449.00  
 Unpaid Balance \$70,449.00  
 State sales tax \$3,758.72  
 Title and Registration fee \$387.10  
 Destination & Handling fee \$2,438.00  
 Processing fee \$299.00  
 Sub-total \$77,331.82  
 Reservation and Order fees paid \$5,250.00  
 Cash down payment \$10,000.00

A processing fee is not an official fee. A processing fee is not required by law, but may be charged to buyers for handling documents and performing services related to the closing of a sale. A processing fee may not exceed \$299 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.  
 Your signature acknowledges Fisker's current Odometer Disclosure on the complying Title.  
 Title and Registration fee estimates may change upon actual date of transfer.

### TRADE-IN INFORMATION (if applicable)

Year: Make: Stock No:  
 VIN: Model:  
 License Plate: Mileage:  
 Lienholder:  
 Address:  
 Telephone:  
 Lien/Payoff amount: Payoff amount good until:

### Purchaser represents and warrants with regard to any trade-in:

As the seller, you hereby sell, transfer, and convey all rights, title, and interest in and to the vehicle to Fisker, and future assignors designated by Fisker. In consideration of the sale of the vehicle to Fisker the seller enters into an agreement for the amount displayed, which represents the full Value of the Vehicle.

You hereby represent and warrant to us that you are the sole legal and record owner of the Vehicle, and that no other party has any interest in or to the Vehicle unless disclosed as Lienholder above. You agree that you are responsible for any negative equity in connection with vehicle payoff. Funds may be utilized from financing with the new Fisker to cover any negative equity. Seller represents and warrants that the odometer of the Vehicle reflects the actual mileage, unless noted below.

Amount of Mileage in excess of Mechanical limits  
 IS NOT actual mileage or there is an odometer discrepancy

Total due \$62,081.82

Your signature acknowledges and agrees that the Fisker Ocean One Preorder Agreement Terms and Conditions Addendum and all documents referenced therein are incorporated into this Purchase Order and complete the terms of sale.

PURCHASER Tishen  
 Tishen/Rom 1, 2023 (8-34-637)  
 SELLER Dan Alford

CO PURCHASER \_\_\_\_\_  
 TITLE Sr VP, Global Marketing, Sales & Service

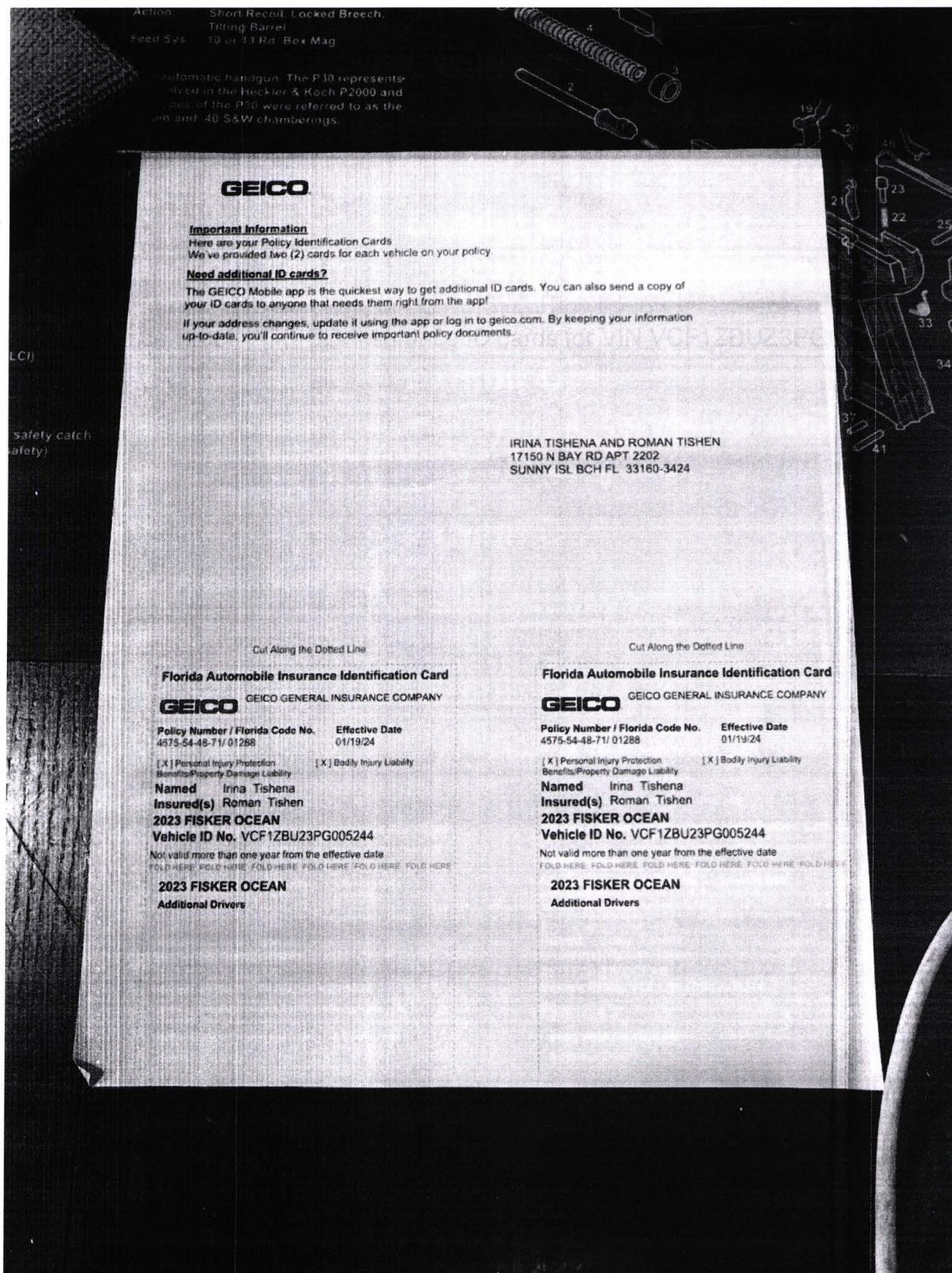
Date 11/01/2023  
 Date \_\_\_\_\_

\*Fisker Finance<sup>SM</sup> customers: you will receive a text at this number to facilitate signing your loan documents. Message and data rates may apply.



## Exhibit C

Insurance Proof – GEICO Insurance ID cards for VIN VCF1ZBUZ3PG005244





## Exhibit D

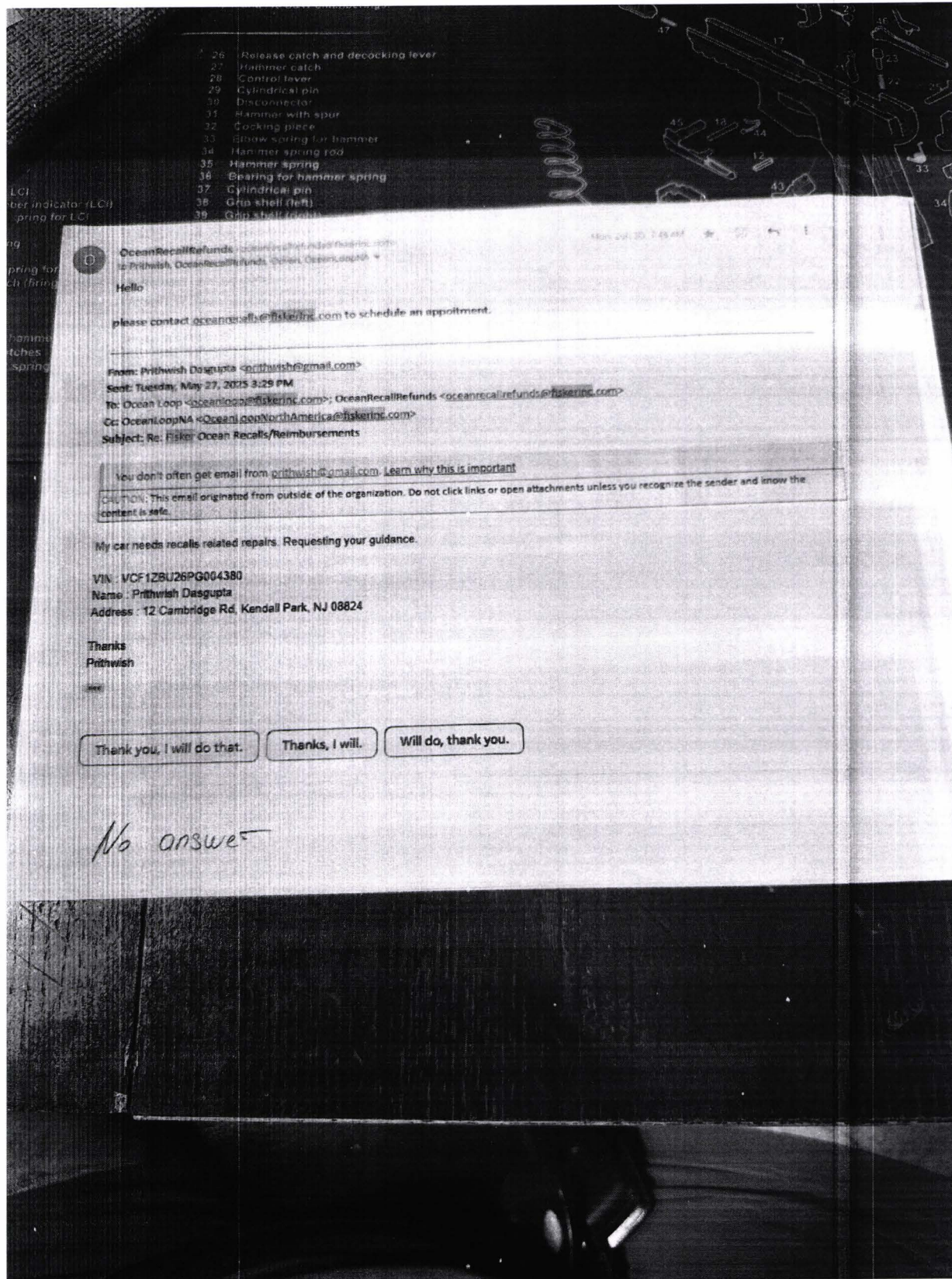
Correspondence to Fisker (no financing; defects; no response)

Hello Roman!

I hope this finds you well! We've noticed a pending matter regarding the payment of your Ocean One (vin 5244) purchase. It seems there might have been a delay in Chase contract signing which is now requiring you to reapply for Fisker Finance. Please access the My Fisker app or [www.fiskerinc.com](http://www.fiskerinc.com) to access your account and reapply. We have extended the 1.99% APR for up to 60 months for those who qualify until 1/31/2024. We kindly request your help in resolving this to ensure all aspects of the transaction are in order. Your prompt attention to this matter would be greatly appreciated, and if you have any questions or need assistance, please feel free to reach out. Thank you for your cooperation!

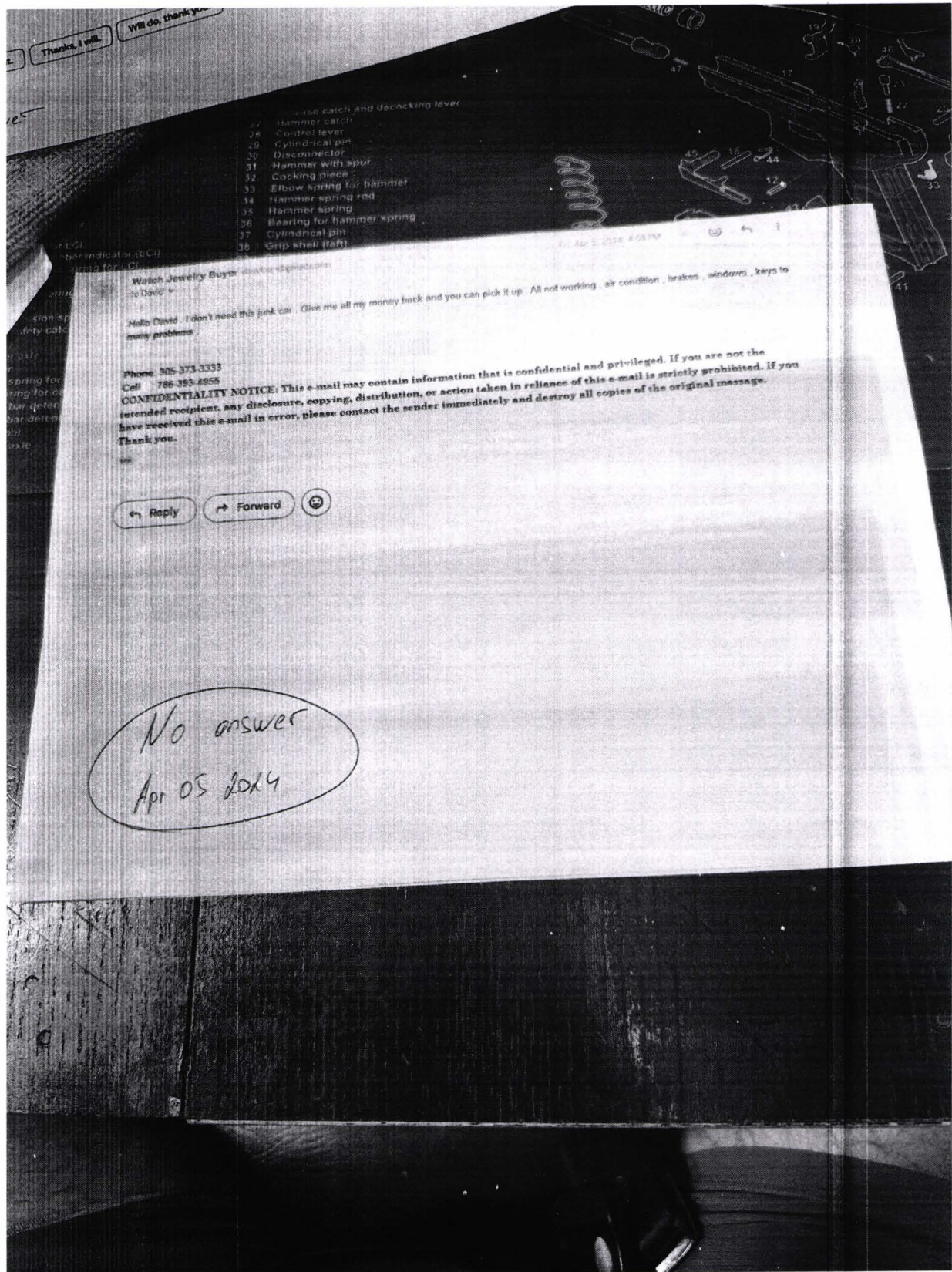
Kind regards,  
Toccaro





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IMG\_61D41326-5E3B-4C7B-95F2-05847D83445C.jpeg










IMG\_D44A27BB-0C6C-42CB-BBCF-D59A6B31FE5A.jpeg



Wed, Mar 13, 12:13 PM (10 days ago)

**Watch Jewelry Buyer** <buyloan@gmail.com>

to support@fiskerinc.com ▾

 IMG\_7757.MOV IMG\_8350.MOV IMG\_8539.MOV

Air condition right side not working , to many problems with programming , to many problem with safety system, brakes, california mode not open properly , cabin light not working , key not working properly im already changed battery .

Brain parts you can send me to

Roman T

865 NE 62nd St

Fort Lauderdale, FL 33334

**Phone:** 305-373-3333

**Cell** : 786-393-4955

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Thank you.

...

3 Attachments • Scanned by Gmail ⓘ



Watch Jewelry Buyer &lt;buyloan@gmail.com&gt;

Fri, Mar 22, 12:02 PM (22 hours ago)

to support@fiskerinc.com ▼

Hello, I received a box of spare parts, Yesterday i called you 4 times from 11am until 5pm and no one picked up the phone 1-844-347-5371, as i told you from the first day i received the car from you , i don't need this car , we promised me that i would receive a good technological car , that's why i waited 3 years for this . But I received a car that is not safe to drive , a lot of problems .

1. The Problem is with the brakes.
  2. With air conditioning .
  3. Electric problems
  4. Software problems a lot .
  5. Windows problems open and close .
  6. Keys problems open closed change 2 times battery
  7. Safety line keeper and other options problems make already 10 times reset system and sleep update system anything not working .
  8. Problem with the service department .
  9. When stopping the car the car does not stand still, the car can go backwards and forwards depending on the slope of the road .
  10. Cruise control problem was very difficult to turn on, not including the adapted cruise it was promised upon purchase .
- Too many small, not very important problems . Low quality door trim materials , low quality mat , problem with documentation .....
- Good thing i didn't get into an accident .
- I don't need this car, you can take it back and give me my money back.

**Phone:** 305-373-3333

**Cell :** 786-393-4955

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Thank you.

No answer



to David

Hello David . I don't need this junk car . Give me all my money back and you can pick it up . All not working , air condition , brakes , windows , keys to many problems .

Phone: 305-373-3333

Cell : 786-393-4955

**CONFIDENTIALITY NOTICE:** This e-mail may contain information that is confidential and privileged. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance of this e-mail is strictly prohibited. If you have received this e-mail in error, please contact the sender immediately and destroy all copies of the original message.

Thank you.

...


← Reply

→ Forward



No answer

Apr 05 2024

 **OceanRecallRefunds** <oceanrecallrefunds@fiskerinc.com>

to Prithwish, OceanRecallRefunds, Ocean, OceanLoopNA ▾

Mon, Jun 30, 7:46 AM



Hello

please contact [oceanrecalls@fiskerinc.com](mailto:oceanrecalls@fiskerinc.com) to schedule an appointment.

---

**From:** Prithwish Dasgupta <[prithwish@gmail.com](mailto:prithwish@gmail.com)>**Sent:** Tuesday, May 27, 2025 3:29 PM**To:** Ocean Loop <[oceanloop@fiskerinc.com](mailto:oceanloop@fiskerinc.com)>; OceanRecallRefunds <[oceanrecallrefunds@fiskerinc.com](mailto:oceanrecallrefunds@fiskerinc.com)>**Cc:** OceanLoopNA <[OceanLoopNorthAmerica@fiskerinc.com](mailto:OceanLoopNorthAmerica@fiskerinc.com)>**Subject:** Re: Fisker Ocean Recalls/ReimbursementsYou don't often get email from [prithwish@gmail.com](mailto:prithwish@gmail.com). [Learn why this is important](#)**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My car needs recalls related repairs. Requesting your guidance.

VIN : VCF1ZBU26PG004380

Name : Prithwish Dasgupta

Address : 12 Cambridge Rd, Kendall Park, NJ 08824

Thanks

Prithwish



Thank you, I will do that.

Thanks, I will.

Will do, thank you.

*No answer*



IMG\_E2B186A1-6083-409C-83B4-9B120FFE51E1.jpeg



# Alex's Auto Shop

## INVOICE

2549 Park Ln. Hallandale Beach, FL 33009

Phone: (786) 202-0992

INVOICE # 24-000246

DATE 4/24/2024

Customer  
INFO

Roman Tishen

17150 N Bay Road Apt 2202

Sunny Isles Beach, FL 33160

Phone: (786) 393-4955

Year: 2023

Make: Fisker

Model: Ocean One

Color: Malibu

VIN: VCF1ZBU23PG005244

**SERVICES PERFORMED****AMOUNT**

|   |        |
|---|--------|
| Car diagnostic test                       | 350.00 |
| Car diagnostic test: 1,5 hours at \$75/hr | 112.50 |

SUBTOTAL \$ 462.50

TAX RATE 7.000%

**PART NAME****PART #****QTY****UNIT PRICE****AMOUNT**

|  |  |  |  |   |
|--|--|--|--|---|
|  |  |  |  | - |
|  |  |  |  | - |
|  |  |  |  | - |
|  |  |  |  | - |
|  |  |  |  | - |
|  |  |  |  | - |

SUBTOTAL \$ -

TAX RATE 7.500%

**COMMENTS**

1. Brake system issue, factory broken
2. Software issue, factory broken
3. Air conditioning electrical issues
4. Fisker customer service doesn't respond
5. Car needs maintenance

Thank You For Your Business!

TOTAL SERVICES \$ 462.50

TOTAL PARTS \$ -

TOTAL TAX \$ 32.38

TOTAL \$ 494.88

Paid full

Mauc San Martin

+1416 832 8343





Roman Tishen  
865 NE 62nd St  
Fort Lauderdale, FL 33334  
Tel: 305.373.3333  
Email: BuyLoan@gmail.com

Date: September 04, 2025

Via Email and First-Class Mail

**Re:** In re Fisker, Inc., et al., Case No. 24-11390 (TMH) — Response and Objection (Claim No. 2189)

RECEIVED  
2025 SEP 10 A 10:01  
CLERK  
US BANKRUPTCY COURT  
DISTRICT OF DELAWARE



**PRIORITY MAIL**  
**FLAT RATE ENVELOPE**  
**POSTAGE REQUIRED**



**PRIORITY<sup>®</sup>**  
**MAIL**

Expected delivery date specified for domestic use.

Domestic shipments include \$100 of insurance (restrictions apply).\*

USPS Tracking<sup>®</sup> service included for domestic and many international destinations.

Limited international insurance.\*\*

When used internationally, a customs declaration form is required.

Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.

See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

**FLAT RATE ENVELOPE**

ONE RATE ■ ANY WEIGHT

**TRACKED ■ INSURED**



PS00001000014

EP14F October 2023  
 OD: 12 1/2 x 9 1/2



To schedule free Package Pickup,  
 scan the QR code.



USPS.COM/PICKUP



**Click-N-Ship<sup>®</sup>**

**P**

usps.com  
 \$12.35  
 US POSTAGE

9410 8301 0935 5005 9368 09 0084 0000 0701 9801

**U.S. POSTAGE PAID**  
 Click-N-Ship



09/04/2025

Mailed from 33334 922541690397829

**PRIORITY MAIL<sup>®</sup>**

YES P  
 BEST PRICE IN USA  
 865 NE 62ND ST  
 FT LAUDERDALE FL 33334-3511

Fiat Rate Envelope  
**RDC 03**

**C012**

**SIGNATURE REQUIRED**



U.S. BANKRUPTCY COURT FOR THE DISTRICT OF  
 824 N MARKET ST # 3  
 WILMINGTON DE 19801-3024

**USPS SIGNATURE TRACKING #**



9410 8301 0935 5005 9368 09

