

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:
Fisker, Inc., et al.
Debtors.

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

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US BANKRUPTCY COURT
DISTRICT OF DELAWARE

**RESPONSE OF ERIC & SARA FILIPEK TO LIQUIDATING TRUSTEE'S TWELFTH OMNIBUS
OBJECTION (SUBSTANTIVE) TO CERTAIN MISCLASSIFIED CLAIMS**

Claimants: Eric & Sara Filipek
Claim Number: 3272
Hearing Date: October 6, 2025 at 10:00 a.m. (ET)
Response Deadline: September 24, 2025 at 4:00 p.m. (ET)

Eric and Sara Filipek (the "Claimants"), by and through themselves, respectfully submit this Response to the Liquidating Trustee's Twelfth Omnibus Objection (the "Objection"), and state as follows:

BACKGROUND

Claimants timely filed Proof of Claim No. 3272 asserting a secured claim of \$58,294.53 and an administrative/priority claim of \$30,000, arising out of the purchase of a Fisker Ocean One vehicle and Fisker's related obligations.

The Liquidating Trustee seeks to reclassify Claim No. 3272 as a general unsecured claim, asserting that "the liability asserted as secured has no legal basis" and that the Claimants "hold no lien."

RESPONSE

Secured Portion (\$58,294.53)

The secured portion of the claim is supported by the vehicle financing agreement and lien documentation tied to the Fisker Ocean One. See **Exhibit A (Retail Installment Contract)** and **Exhibit B (DMV Title Record)**. This lien secures the obligation under applicable state law and establishes a perfected security interest. Accordingly, the Trustee has not met its burden under 11 U.S.C. § 502(b)(1) to disallow or reclassify this secured claim.



Administrative/Priority Portion (\$30,000)

The administrative/priority portion reflects Fisker's post-petition obligations, including: 1. Maintaining safety recalls mandated by the National Highway Traffic Safety Administration (NHTSA),
2. Providing critical software updates to ensure the vehicle's operability and safety, and
3. Honoring warranty and service commitments.

See **Exhibit C (Warranty Agreement)** and **Exhibit D (NHTSA Recall Notices and Correspondence)**. These obligations arose post-petition and benefitted the estate by preserving customer goodwill, reducing liability exposure, and supporting Fisker's representations to regulators and consumers.

Depreciation and Damages

The Claimants purchased their Fisker Ocean One for approximately \$70,000, but the value of the vehicle has severely depreciated due to the Debtors' bankruptcy, failure to provide promised updates, and unresolved recall issues. See **Exhibit E (Valuation Evidence – Edmunds, Cars.com, CARFAX)**. The loss of value constitutes an additional component of damages directly tied to Fisker's failure to perform.

Ownership Evidence

Claimants further provide their original and current vehicle registrations confirming ownership, VIN, and mileage. See **Exhibit F (Vehicle Registration)**.

Sworn Testimony

Exhibit G (Owner Declaration) provides sworn testimony regarding purchase, mileage, and Fisker's breach of warranty and recall obligations. This corroborates the documentary exhibits and supports depreciation claims.

Prima Facie Validity

Claimants' Proof of Claim constitutes prima facie evidence of validity under Fed. R. Bankr. P. 3001(f). The Trustee has not provided sufficient evidence to rebut this presumption.

RELIEF REQUESTED

For the foregoing reasons, Claimants respectfully request that the Court: 1. Overrule the Objection with respect to Claim No. 3272;
2. Allow Claim No. 3272 as filed, with \$58,294.53 treated as secured and \$30,000 treated as administrative/priority;
3. Recognize Claimants' right to recover damages for depreciation and loss of value due to Fisker's failure to maintain safety and software obligations; and
4. Grant such other and further relief as is just and proper.

Exhibit List

- Exhibit A – Retail Installment Contract (proof of lien/security interest)
 - Exhibit B – DMV Title Record showing lienholder
 - Exhibit C – Warranty Agreement (6-year / 60,000 miles; 10-year/100,000 miles battery & powertrain; 12-year corrosion)
 - Exhibit D – NHTSA Recall Notices and Fisker Correspondence
 - Exhibit E – Vehicle Valuation (Edmunds, Cars.com, CARFAX; note on Kelley Blue Book unavailability)
 - Exhibit F – Vehicle Registration (Original and Current)
 - Exhibit G – Owner Declaration (Sworn Testimony)
-

Dated: September 15, 2025

Respectfully submitted,

Eric Filipek
Sara Filipek
787 Gilbert Ave
Menlo Park, CA 94025
510-912-5405
saraefilipek@outlook.com

Index of Exhibits (A–G)

Exhibit	Description
A	Retail Installment Contract (Bank Fund Staff CU – proof of lien/security interest)
B	DMV Title / Lienholder Record (Bank Fund Staff CU statement confirming lien)
C	Warranty Agreement – Fisker Ocean Extreme (public warranty terms, 6yr/60k, 10yr/100k battery & powertrain)
D	NHTSA Recall Notices & Fisker Correspondence (safety recalls affecting Fisker Ocean Extreme)
E	Kelley Blue Book / Edmunds Valuation & Market Listings (depreciated vehicle value evidence)
F	Current Vehicle Registration (ownership proof, VIN, mileage 12,920)
G	Owner Declaration (sworn statement of purchase, mileage, warranty breach, depreciation)

Exhibit A

Retail Installment Contract

This exhibit contains the Retail Installment Contract for the purchase of the 2023 Fisker Ocean **ONE** [REDACTED], financed through Bank Fund Staff Credit Union. It establishes the secured lien interest and purchase terms.

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BANK-FUND STAFF FEDERAL
CREDIT UNION1725 I Street, NW, Suite 150
Washington DC 20006
T 202 212 6400 F 202 683 2380
BFSFCU.ORG**Loan and Security Agreements
and Disclosure Statement**☐ Covered Borrower Under Military Lending Act

<input checked="" type="checkbox"/> FIXED RATE	<input type="checkbox"/> STEP RATE	LOAN DATE	ACCOUNT NUMBER	LOAN NUMBER	MATURITY DATE
<input type="checkbox"/> VARIABLE RATE		10/10/2023	060	0000014086	9/30/2028

BORROWER 1 (Name & Address)	BORROWER 2 (Name & Address)
SARA E FILIPEK 787 GILBERT AVE MENLO PARK, CA 94025-2732	ERIC JAMES FILIPEK 787 Gilbert Ave Menlo Park, CA 94025
BORROWER 3 (Name & Address)	BORROWER 4 (Name & Address)

TRUTH IN LENDING DISCLOSURE ('e' means an estimate)				
ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost You.	Amount Financed The amount of credit provided to You or on Your behalf.	Total of Payments The amount You will have paid after You have made all payments as scheduled.	Total Sale Price The total cost of Your purchase on credit is \$ which includes Your downpayment of \$
4.365% ^e	\$7,951.12 e	\$70,000.00	\$77,951.12 e	\$ \$0.00
Your Payment Schedule Will Be:			Prepayment: If You pay off early You will not have to pay a penalty.	
Number of Payments	Amount of Payments	When Payments Are Due	Required Deposit: The Annual Percentage Rate does not take into account Your required deposit, if any.	
59	\$1,299.19 Monthly	Beginning 10/31/2023	Demand: <input type="checkbox"/> This obligation has a demand feature.	
1	\$1,298.91	9/30/2028	<input type="checkbox"/> All disclosures are based on an assumed maturity of one year.	
Property Insurance: You may obtain property insurance from anyone You want that is acceptable to the Credit Union. If You get the insurance from the Credit Union You will pay \$			Filing Fees	Non-Filing Insurance
			\$	\$
Late Charge: You will be charged 5.00% of the payment amount if Your payment is received more than 15 days past due.				
Security: Collateral securing other loans with the Credit Union may also secure this Loan. You are giving a security interest in Your shares and dividends and, if any, Your deposits and interest in the Credit Union; and the Property described below:				
Collateral	Property/Model/Make	Year	I.D. Number	Type Value Key Number
1	Fisker Inc. Ocean One	2023	VCF 0002865	Car \$70,000.00
2				
3				
Other (Describe)				
Pledge of Shares		in Account No.		in Account No.
Variable Rate: Share Secured: The ANNUAL PERCENTAGE RATE (APR) is subject to increase during the term of this transaction if the dividend rate being paid on the Shares offered as security for this loan (Index) increases. We will use the most recent Index value available to Us as of the first day of the month in which your rate is subject to change. We will then add a margin of 2.00% to the Index value to determine Your interest rate. The rate is subject to change semi-annually on the loan anniversary date, to reflect any change in the Index value. The rate will never be higher than 18.00% or the maximum rate allowed by applicable law, whichever is less. Any increase in the rate will result in a higher final payment. EXAMPLE: If Your loan was for \$5,000.00 at 3.25% for 24 months and the rate increased to 3.50% after 6 months, Your final payment would increase to \$223.08.				
See Your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.				

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All Rights Reserved

Loan No. 0000014086

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
70,000.00	0.00		\$

[illegible]

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

A "Covered Borrower" for purposes of this loan means a consumer who, at the time the consumer becomes obligated on this loan, is a covered member or a dependent of a covered member as defined by the Military Lending Act. A Covered Borrower does not mean a consumer who (though a Covered Borrower at the time he or she became obligated on this transaction) no longer is a covered member or a dependent of a covered member as defined by the Military Lending Act.

In this Loan Agreement ("Agreement") all references to "Credit Union", "We", "Our" or "Us" mean the Credit Union whose name appears above and anyone to whom the Credit Union assigns or transfers this Agreement. All references to "You" or "Your" mean each person who signs, or otherwise authenticates, this Agreement as a borrower.

1. **PROMISE TO PAY** - You promise to pay \$70,000.00 to the Credit Union plus interest on the unpaid balance until what You owe has been repaid.

For **fixed rate** loans, the interest rate is **4.365%** , per year.

For **step-rate** loans, the initial interest rate will be _____ % until _____ and then the interest rate will be _____ % until the balance is repaid in full.

For **variable rate** loans, the initial interest rate is _____ % per year and will vary as follows:

Share Secured: The ANNUAL PERCENTAGE RATE (APR) is subject to increase during the term of this transaction if the dividend rate being paid on the Shares offered as security for this loan (Index) increases. We will use the most recent Index value available to Us as of the first day of the month in which your rate is subject to change. We will then add a margin of 2.00% to the Index value to determine Your interest rate. The rate is subject to change semi-annually on the loan anniversary date, to reflect any change in the Index value. The rate will never be higher than 18.00% or the maximum rate allowed by applicable law, whichever is less. Any increase in the rate will result in a higher final payment. **EXAMPLE:** If Your loan was for \$5,000.00 at 3.25% for 24 months and the rate increased to 3.50% after 6 months. Your final payment would increase to \$223.08.

You agree to pay all costs of collecting the amount You owe under this Agreement, including court costs and reasonable attorney fees.

2. PAYMENTS - You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. If this is a variable rate loan, the Promise to Pay section tells You whether, if the interest rate increases, You will have to make more payments, higher payments, or if the final payment will be a balloon payment. You may prepay any amount without penalty. If You prepay any part of what You owe, You are still required to make the regularly scheduled payments, unless We have agreed to a change in the payment schedule. Because this is a simple interest loan, if You do not make payments exactly as scheduled, Your final payment may be more or less than the amount of the final payment that is disclosed. If You elect voluntary payment protection, We will either include the premium or program fee(s) in Your payments or extend the term of Your loan. If the term is extended, You will be required to make additional payments of the scheduled amount, until what You owe has been paid. You promise to make all payments to the place We choose. If this loan refinances another loan You have with Us, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner We choose.

3. LOAN PROCEEDS BY MAIL - If the proceeds of this loan are mailed to You, interest on this loan begins on the date the loan proceeds are mailed to You.

4. SECURITY FOR LOAN - This Agreement is secured by all property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans You have with Us also secures this loan, unless the property is a dwelling or otherwise

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Credit Union Bank-Fund Staff Federal Credit Union

Acct No.

Loan No. 000000004086

prohibited by federal and/or state law. In addition to Your pledge of shares, We may also have what is known as a statutory lien on all individual and joint accounts You have with Us. A statutory lien means We have the right under federal and/or state law to claim an interest in Your accounts. Unless otherwise prohibited by federal and/or state law, We can enforce a statutory lien against Your shares and dividends and, if any, interest and deposits, in all individual and joint accounts You have with Us to satisfy any outstanding financial obligation that is due and payable to Us. We may exercise Our right to enforce this lien without further notice to You, to the extent permitted by law. **For all borrowers:** You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts You have with the Credit Union now and in the future. **The statutory lien and/or Your pledge will allow Us to apply the funds in Your account(s) to what You owe when You are in default.** If a dollar amount and account number are listed in the "Security" section of the Truth in Lending Disclosure, You may not withdraw the amount that has been specifically pledged to secure this loan until the Credit Union agrees to release all or part of the pledged amount. The statutory lien and Your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

5. DEFAULT - You will be in default under this Agreement if You do not make a payment of the amount required on or before the date it is due. You will be in default if You break any promise You made in connection with this loan or if anyone is in default under any security agreement made in connection with this Agreement. You will be in default if You die, file for bankruptcy, become insolvent (that is, unable to pay Your bills and loans as they become due), or if You made any false or misleading statements in Your loan application. You will also be in default if something happens that We believe may seriously affect Your ability to repay what You owe under this Agreement or if You are in default under any other loan agreement You have with Us.

6. ACTIONS AFTER DEFAULT - When You are in default, We may demand immediate payment of the entire unpaid balance under this Agreement. If We demand immediate payment, You will continue to pay interest at the rate provided for in this Agreement, until what You owe has been repaid. **We will also apply against what You owe any shares and/or deposits given as security under this Agreement.** We may also exercise any other rights given by law when You are in default. **Unless You are a Covered Borrower under the Military Lending Act, You waive any right You have to receive demand for payment, notice of intent to demand immediate payment and notice of demand for immediate payment.**

7. EACH PERSON RESPONSIBLE - Each person who signs, or otherwise authenticates, this Agreement will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means We can enforce Our rights against any one of You individually or against all of You together.

8. LATE CHARGE - If You are late in making a payment, You promise to pay the late charge shown in the Truth in Lending Disclosure. If no late charge is shown, You will not be charged one.

9. DELAY IN ENFORCING RIGHTS - We can delay enforcing any of Our rights under this Agreement any number of times without losing the ability to exercise Our rights later. We can enforce this Agreement against Your heirs or legal representatives.

10. CONTINUED EFFECTIVENESS - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

11. NOTICES - Notices will be sent to You at the most recent address You have given Us in writing. Notice to any one of You will be notice to all.

12. USE OF ACCOUNT - You promise to use Your account for consumer (personal, family or household) purposes, unless the Credit Union gives You written permission to use the account also for agricultural or commercial purposes, or to purchase real estate.

13. NO ORAL AGREEMENTS -- THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, IF SUCH SECTION APPLIES. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

14. The following is required by Vermont law: NOTICE TO COSIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

15. NOTICE TO UTAH BORROWERS: This written Agreement is the final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral agreement.

16. OTHER PROVISIONS -

Returned Payment Fee: If Your payment is returned for any reason, You will be charged \$30.00.

SECURITY AGREEMENT

In this Security Agreement ("Agreement") all references to "Credit Union", "We", "Our" or "Us" mean the Credit Union whose name appears on this document and anyone to whom the Credit Union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "You" or "Your" mean any person who signs, or otherwise authenticates, this Agreement.

1. THE SECURITY FOR THE LOAN - You give Us what is known as a security interest in the Property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest You give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which You buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money You receive from selling the Property or from insurance You have on the Property. If the value of the Property declines, You promise to give Us more property as security if asked to do so.

2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS - The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. **Unless prohibited by applicable law, the security interest also secures any other loans, including any credit card loan, You have now or receive in the future from Us and any other**

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Credit Union Bank-Fund Staff Federal Credit Union

Acct No. 60

Loan No.

amounts You owe Us for any reason now or in the future, except any loan secured by Your principal dwelling. If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or Your principal dwelling, the Property will secure only this Loan and not other loans or amounts You owe Us.

3. OWNERSHIP OF THE PROPERTY - You promise that You own the Property or, if this Loan is to buy the Property, You promise You will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that You have not already told Us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise You will allow no other security interest or lien to attach to the Property either by Your actions or by operation of law.

4. PROTECTING THE SECURITY INTEREST - If Your state issues a title for the Property, You promise to have Our security interest shown on the title. We may have to file what is called a financing statement to protect Our security interest from the claims of others. You irrevocably authorize Us to execute (on Your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in a form satisfactory to Us. You promise to do whatever else We think is necessary to protect Our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, We incur in protecting Our security interest and rights in the Property, to the extent permitted by applicable law.

5. USE OF PROPERTY - Until the Loan has been paid off, You promise You will: (1) Use the Property carefully and keep it in good repair. (2) Obtain Our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform Us in writing before changing Your address. (4) Allow Us to inspect the Property. (5) Promptly notify Us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle the Property in another state without telling Us.

6. PROPERTY INSURANCE, TAXES AND FEES - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to Us. You may provide the property insurance through a policy You already have, or through a policy You get and pay for. You promise to make the insurance policy payable to Us and to deliver the policy or proof of coverage to Us if asked to do so.

If You cancel Your insurance and get a refund, We have a right to the refund. If the Property is lost or damaged, We can use the insurance settlement to repair the Property or apply it towards what You owe. You authorize Us to endorse any draft or check which may be payable to You in order for Us to collect any refund or benefits due under Your insurance policy.

If You do not pay the taxes or fees on the Property when due or keep it insured, We may pay these obligations, but We are not required to do so. Any money We spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and You will pay interest on those amounts at the same rate You agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor Our loans for the purpose of determining whether You and other borrowers have complied with the insurance requirements of Our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to Us and (2) the cost of determining compliance with the insurance requirements. If We add amounts for taxes, fees or insurance to the unpaid balance of the Loan, We may increase Your payments to pay the amount added within the term of the insurance or term of the Loan.

7. INSURANCE NOTICE - If You do not purchase the required property insurance, the insurance We may purchase and charge You for will cover only Our interest in the Property. The premium for this insurance may be higher because the insurance company may have given Us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

8. DEFAULT - You will be in default if You break any promise You make or fail to perform any obligation You have under this Agreement. You will also be in default under this Agreement if the Loan is in default. You will be in default if any Property You have given Us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or Our security interest in it.

9. WHAT HAPPENS IF YOU ARE IN DEFAULT - When You are in default, We may demand immediate payment of the outstanding balance of the Loan without giving You advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If We ask, You promise to deliver the Property at a time and place We choose. If the Property is a motor vehicle or boat, You agree that We may obtain a key or other device necessary to unlock and operate it, when You are in default. We will not be responsible for any other property not covered by this Agreement that You leave inside the Property or that is attached to the Property. We will try to return that property to You or make it available for You to claim.

After We have possession of the Property, We can sell it and apply the money to any amounts You owe Us. We will give You notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

If You have agreed to pay the Loan, You must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what You owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan until that amount has been paid.

10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN - We can delay enforcing any of Our rights under this Agreement any number of times without losing the ability to exercise Our rights later. We can enforce this Agreement against Your heirs or legal representatives. If We change the terms of the Loan, You agree that this Agreement will remain in effect.

11. CONTINUED EFFECTIVENESS - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

12. NOTICE FOR ARIZONA OWNERS OF PROPERTY - It is unlawful for You to fail to return a motor vehicle that is subject to a security interest, within thirty days after You have received notice of default. The notice will be mailed to the address You gave Us. It is Your responsibility to notify Us if Your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.00.

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Credit Union	Bank-Fund	Staff	Federal	Credit Union
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Acct No. [REDACTED] 60

Loan No. [REDACTED] 4086

☐ **The following notice applies ONLY when the box at left is marked.**

13. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

14. OTHER PROVISIONS -

SIGNATURES

By signing, or otherwise authenticating, as Borrower, You agree to the terms of the Loan Agreement. If Property is described in the "Security" section of the Truth in Lending Disclosure, You also agree to the terms of the Security Agreement. If You sign, or otherwise authenticate, as "Owner of Property" You agree only to the terms of the Security Agreement.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT

Borrower 1 Signature _____ Date _____
 Documented by: _____ 10/10/2023
 X [Signature] _____
 3FDBB10AFEE248D _____ (Seal)

Borrower Signature
DocSigned by: **ERIC JAMES FLUPEK** Date **10/10/2023**
X RT225512AF13dFN (Seal)

Signature	Date
X	(Seal)

Signature	Date
X	(Seal)

☐ Borrower 3:

☐ Owner of Property☐ Witness

☐ Borrower 4:

☐ Owner of Property☐ Witness

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Credit Union Bank-Fund Staff Federal Credit Union 1725 I St NW, Suite 150		Washington, DC 20006	Loan No. [REDACTED] 4086
BORROWER 1 (Name & Address)		BORROWER 2 (Name & Address)	
SARA E FILIPEK 787 GILBERT AVE MENLO PARK, CA 94025-2732		ERIC JAMES FILIPEK 787 Gilbert Ave Menlo Park, CA 94025	
BORROWER 3 (Name & Address)		BORROWER 4 (Name & Address)	

OWNER OF PROPERTY NAME AND ADDRESS

Collateral	Property/Model/Make	Year	I.D. Number	Lien Amount	Value	Key Number
	Fisker Inc. Ocean One	2023	VCF [REDACTED] 002865	\$70,000.00	\$70,000.00	

Other (Describe)

Pledge of Shares in Account No. \$ in Account No.

SECURITY AGREEMENT

In this Security Agreement ("Agreement") all references to "Credit Union", "We", "Our" or "Us" mean the Credit Union whose name appears on this document and anyone to whom the Credit Union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "You" or "Your" mean any person who signs, or otherwise authenticates, this Agreement.

1. THE SECURITY FOR THE LOAN - You give Us what is known as a security interest in the Property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest You give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which You buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money You receive from selling the Property or from insurance You have on the Property. If the value of the Property declines, You promise to give Us more property as security if asked to do so.

2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS - The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. **Unless prohibited by applicable law, the security interest also secures any other loans, including any credit card loan, You have now or receive in the future from Us and any other amounts You owe Us for any reason now or in the future, except any loan secured by Your principal dwelling.** If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or Your principal dwelling, the Property will secure only this Loan and not other loans or amounts You owe Us.

3. OWNERSHIP OF THE PROPERTY - You promise that You own the Property or, if this Loan is to buy the Property, You promise You will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that You have not already told Us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise You will allow no other security interest or lien to attach to the Property either by Your actions or by operation of law.

4. PROTECTING THE SECURITY INTEREST - If Your state issues a title for the Property, You promise to have Our security interest shown on the title. We may have to file what is called a financing statement to protect Our security interest from the claims of others. You irrevocably authorize Us to execute (on Your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in a form satisfactory to Us. You promise to do whatever else We think is necessary to protect Our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, We incur in protecting Our security interest and rights in the Property, to the extent permitted by applicable law.

5. USE OF PROPERTY - Until the Loan has been paid off, You promise You will: (1) Use the Property carefully and keep it in good repair. (2) Obtain Our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform Us in writing before changing Your address. (4) Allow Us to inspect the Property. (5) Promptly notify Us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle the Property in another state without telling Us.

6. PROPERTY INSURANCE, TAXES AND FEES - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to Us. You may provide the property insurance through a policy You already have, or through a policy You get and pay for. You promise to make the insurance policy payable to Us and to deliver the policy or proof of coverage to Us if asked to do so.

If You cancel Your insurance and get a refund, We have a right to the refund. If the Property is lost or damaged, We can use the insurance settlement to repair the Property or apply it towards what You owe. You authorize Us to endorse any draft or check which may be payable to You in order for Us to collect any refund or benefits due under Your insurance policy.

If You do not pay the taxes or fees on the Property when due or keep it insured, We may pay these obligations, but We are not required to do so. Any money We spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and You will pay interest on those amounts at the same rate You agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor Our loans for the purpose of determining whether You and other borrowers have complied with the insurance requirements of Our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to Us and (2) the cost of determining compliance with the insurance requirements. If We add amounts for taxes, fees or insurance to the unpaid balance of the Loan, We may increase Your payments to pay the amount added within the term of the insurance or term of the Loan.

7. INSURANCE NOTICE - If You do not purchase the required property insurance, the insurance We may purchase and charge You for will cover only Our interest in the Property. The premium for this insurance may be higher because the insurance

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Credit Union Bank-Fund Staff Federal Credit Union

Loan No. [REDACTED] 086

company may have given Us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

8. DEFAULT - You will be in default if You break any promise You make or fail to perform any obligation You have under this Agreement. You will also be in default under this Agreement if the Loan is in default. You will be in default if any Property You have given Us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or Our security interest in it.

9. WHAT HAPPENS IF YOU ARE IN DEFAULT - When You are in default, We may demand immediate payment of the outstanding balance of the Loan without giving You advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If We ask, You promise to deliver the Property at a time and place We choose. If the Property is a motor vehicle or boat, You agree that We may obtain a key or other device necessary to unlock and operate it, when You are in default. We will not be responsible for any other property not covered by this Agreement that You leave inside the Property or that is attached to the Property. We will try to return that property to You or make it available for You to claim.

After We have possession of the Property, We can sell it and apply the money to any amounts You owe Us. We will give You notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code. If You have agreed to pay the Loan, You must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what You owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan until that amount has been paid.

10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN - We can delay enforcing any of Our rights under this Agreement any number of times without losing the ability to exercise Our rights later. We can enforce this Agreement against Your heirs or legal representatives. If We change the terms of the Loan, You agree that this Agreement will remain in effect.

11. CONTINUED EFFECTIVENESS - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

12. NOTICE FOR ARIZONA OWNERS OF PROPERTY - It is unlawful for You to fail to return a motor vehicle that is subject to a security interest, within thirty days after You have received notice of default. The notice will be mailed to the address You gave Us. It is Your responsibility to notify Us if Your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.00.


☐ **The following notice applies ONLY when the box at left is marked.**

13. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

14. OTHER PROVISIONS -

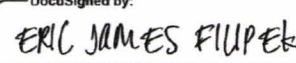
SIGNATURES

By signing, or otherwise authenticating, You agree to the terms of this Security Agreement.

Owner of Property DocuSigned by:	Date
X 	10/10/2023
	(Seal)

Signature	Date
X	
	(Seal)

☐ Owner of Property ☐ Witness

Owner of Property DocuSigned by:	Date
X 	10/10/2023
	(Seal)

Signature	Date
X	
	(Seal)

☐ Owner of Property ☐ Witness

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1725 I Street, NW, Suite 150
Washington, DC 20006-2406
(800) 923-7328 • (202) 212-6400
Fax: (202) 683-2399
www.bfsfcu.org

THIS IS NOT A CONTRACT FOR INSURANCE
Consumer

BORROWER 1 NAME SARA E FILIPEK	BORROWER 2 NAME ERIC JAMES FILIPEK	ACCOUNT NUMBER 60
MEMBER'S CHOICE™ BORROWER SECURITY CONTRACT ("Contract")		
PROTECTED LOAN		

LOAN NUMBER: 1086

OPTIONS				
YOU ELECT THE FOLLOWING OPTION: (check only one box)	<input type="checkbox"/> Platinum	<input type="checkbox"/> Gold	<input type="checkbox"/> Silver	<input checked="" type="checkbox"/> No Protection
	- Life Plus - Disability - Involuntary Unemployment	- Life Plus - Disability	- Life Plus	
Program Fee: Rate per \$100 of the Monthly Outstanding Loan Balance	\$0.449	\$0.297	\$0.116	

Estimated Total Fees for
Option chosen (Closed-End Only) \$0

This Contract protects the first two Borrowers listed on the lending agreement.

ELIGIBILITY QUESTION:

Subject to the terms, conditions and exclusions, You are eligible for protection under this Contract if You are a Borrower on the Loan on the Effective Date of Protection and meet the eligibility requirements below.

If electing an option with Disability or Involuntary Unemployment, You must answer Question 1.

1. Are You actively working, for wages or profit, for 25 hours or more per week on the date You sign this Contract?

You will be considered actively working if You are absent from work due to sabbatical, strike, or vacation, but will soon return to work. You will not be considered actively working if You are on an Annual, Regularly Scheduled or Seasonal Layoff, medical or Disability leave.

Borrower 1 ☐ Yes ☒ No
Borrower 2 ☒ Yes ☐ No

If at least one Borrower answered "Yes" to Question 1, both Borrowers are eligible for options that include Disability or Involuntary Unemployment protection.

Important Notices: Please read this Contract in its entirety. You are bound by the terms and conditions of this Contract.

- We reserve the right to refuse Your purchase of the protection.
- In this Contract, the term "You" or "Your" mean the Borrower(s) and "We", "Us", or "Our" mean the Creditor.
- Protection is voluntary and not required to obtain credit. We will not consider whether or not You elect protection in making a credit decision.
- This Contract contains terms and conditions which may limit or exclude benefits.
- You may not qualify for all benefits.
- Protection is limited to a maximum of \$50,000. You will not be charged a Program Fee on any amount greater than this maximum.
- Protection for Life Plus protection will be reduced at the end of the month during which You reach Your 70th birthday.
- This Contract contains the conditions upon which We will cancel all or a portion of the Protected Balance and/or cancel the Protected Payment and the Program Fee. The terms and conditions which explain how We will cancel all or a part of Your Protected Balance are provided in this Contract.
- This Contract replaces all credit insurance policies and/or certificates, similar payment protection plans, and program contracts You previously entered into with respect to the Loan.

☐ **Subsequent Election**

If the election above represents a replacement of credit insurance, similar payment protection or a change in the program for an existing Loan, and the cost of the newly elected protection results in an increased Program Fee, You agree to make additional Loan payments of the same amount until what You owe has been repaid.

Your signature or authentication below means: (a) that You meet the eligibility requirements shown above; (b) that Your election above will remain in effect, according to the terms of the Contract, unless subsequently modified; (c) that You agree that You have received and thoroughly read the Contract; (d) that You agree to pay for and, where applicable, let Us add the Program Fee to Your Loan balance each month, which would subject the Program Fee to finance charges like the rest of Your Outstanding Balance; (e) that the fee You are charged for this protection is subject to change; and (f) if the "No Protection" checkbox is marked or if no checkbox is marked in the Options section, You do not have protection.

BORROWER 1 SIGNATURE DocuSigned by: X	DATE 10/10/2023	BORROWER 2 SIGNATURE DocuSigned by: X	DATE 10/10/2023
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CONTRACT**DEFINITIONS**

ACCIDENTAL INJURY means bodily harm that is unforeseen, unexpected, involuntary and due to an external cause.

ACTIVE EMPLOYMENT means that You are employed for wages or profit 25 hours or more per week.

ADMINISTRATOR means CUNA Mutual Insurance Agency, Inc., 5910 Mineral Point Road, Madison, Wisconsin 53705, one of its affiliates or a contracted third party.

ADVANCE means each extension of credit We provide to You under a Loan.

ANNUAL, REGULARLY SCHEDULED OR SEASONAL LAYOFF means unemployment due to expected lack of work during certain times of the year.

BORROWER means a natural person who is obligated to repay the Advance to Us, either solely, principally or jointly and severally.

EFFECTIVE DATE OF PROTECTION means the later of: (a) the date You purchased protection under this program option; (b) the date We reinstate Your protection under this Contract if applicable; or (c) the date of an Advance under a protected Loan.

LOAN means a closed-end note or an open-end credit plan as set forth in the protected Loans section on this Contract.

NON-PROTECTED ADVANCE means any Advance not protected according to the Non-Protected Events & Advances section of this Contract.

OUTSTANDING BALANCE means the outstanding Loan balance under a protected Loan.

PROGRAM FEE means the amount You pay monthly for protection under the Contract. The amount You pay is applied in arrears. This means the monthly amount You pay is for the previous month of protection. The rate used to determine the Program Fee is subject to change. You will receive notice before any increase goes into effect.

PROTECTED BALANCE means the principal, interest, the Program Fee and any amounts which the Creditor and the Borrower agreed to finance as part of the Loan. It does not include any other fees, or any Non-Protected Advances. Additionally, any Advance taken during any period of Life Plus, Disability or Involuntary Unemployment will not be protected and the payment for that Advance will not be cancelled. You are responsible for re-paying any amounts that are not cancelled.

PROTECTED PAYMENT means the minimum payment amount, including principal, interest, and the Program Fee, due on the Protected Balance on the date Protection Activation begins. It does not include the amount of any payment that represents a past-due payment. A scheduled lump-sum balloon payment will be protected for the amount of the minimum payment due for the period immediately preceding the scheduled balloon payment. For interest cancellation options, the Protected Payment will be the interest and Program Fee due on the Protected Balance. The Protected Payment will remain equal to the Protected Payment as of the first day of the Protected Event. Additionally, any Advance taken during any period of Life Plus, Disability or Involuntary Unemployment will not be protected and the payment for that Advance will not be cancelled. You are responsible for re-paying any amounts that are not cancelled.

PROTECTION ACTIVATION means the cancellation of Your Protected Payment in accordance with the terms and provisions of the Contract.

SICKNESS means a disease, illness or condition that affects the body and causes bodily malfunction or discomfort.

TEMPORARY EMPLOYEE means an employee of a single employer working in a limited-term employment assignment or an employee working in a contingent or temporary employment assignment with a different entity than the employee's employer and is not paid by the entity where such employee actually performs work.

WILLFUL OR CRIMINAL MISCONDUCT means an act of willful disregard of the employer's interests, a deliberate violation of the employer's rules, a disregard of the standards of behavior which the employer has a right to expect of an employee, or negligence indicating an intentional disregard of the employer's interests or of the employee's duties and obligations to the employer, or any unlawful behavior as determined by local, state or federal law.

PROTECTED EVENTS

We will protect the Loan(s) according to the terms of this Contract if You purchased protection and You pay the applicable Program Fee. Throughout the life of the Loan, You must qualify for protection at the time of Protection Activation. It is Your responsibility to notify Us if Your circumstances change.

LIFE PLUS (Included with Platinum, Gold, and Silver)

If Your death occurs:

- before the end of the month during which You reach Your 70th birthday, We will cancel 100% of Your Protected Balance as of the date of death, up to a maximum of \$50,000.
- after the end of the month during which You reach Your 70th birthday, We will cancel 25% of Your Protected Balance as of the date of death, up to a maximum of \$12,500.

If two protected Borrowers die, We will cancel the lesser of the Life Plus amount for each protected Borrower or the Protected Balance.

Life Plus protection includes the following Protected Events. To qualify for:

- **Accidental Dismemberment:** You must have an injury caused only by external, violent and accidental means and results in the total irrecoverable loss of sight in one or both eyes, the loss of one or both feet by actual severance or amputation at or above the ankle, or the loss of one or both entire hands by actual severance or amputation at or above the wrist. Dismemberment must occur within 90 days of the injury which caused it.
- **Terminal Illness:** You must have received a certified diagnosis from a licensed physician, other than You or an immediate family member, of a Terminal Illness with a life expectancy of 12 months or less. Protection Activation will begin on the date Your Terminal Illness is certified.
- **Hospitalization:** You must be admitted to a hospital for at least 48 consecutive hours.
- **Family Medical Leave:** You, with Your employer's written approval, take an unpaid leave of absence from Your Active Employment for at least 14 consecutive days to attend to the needs of Your newborn, newly adopted or foster child, or to care for Your spouse, child or parent with a serious health condition (as defined by the Federal Family and Medical Leave Act). For purposes of this protection, a spouse includes Your spouse, common law spouse or a legally recognized same-sex domestic partner. **This protection will not protect You during a leave of absence that occurs while You are a Temporary Employee, an independent contractor, self-employed, or employed by a joint Borrower.**
- **Loss of Life of a Non-Protected Dependent:** The death of a non-protected dependent, which in the past 2 years was a dependency exemption on Your tax return.

If You qualify for Protection Activation under Hospitalization, Family Medical Leave, or Loss of Life of a Non-Protected Dependent, We will cancel 3 Protected Payments or up to \$3,000, whichever occurs first, one time per a 12 month period beginning with the Protected Event.

If You qualify for Protection Activation under Terminal Illness or Accidental Dismemberment:

- before the end of the month during which You reach Your 70th birthday, We will cancel 100% of Your Protected Balance up to a maximum of \$50,000.
- after the end of the month during which You reach Your 70th birthday, We will cancel 25% of Your Protected Balance up to a maximum of \$12,500.

NOTE: Protection Activation will not be provided for LIFE PLUS if You no longer have a Protected Balance. If more than one Protected Event occurs for Hospitalization, Family Medical Leave, or Loss of Life of a Non-Protected Dependent within a 12 month period, Protection Activation will only occur once. Additionally, if Protection Activation is occurring for Disability or Involuntary Unemployment, We will cancel 3 Protected Payments or up to \$3,000, whichever occurs first, for Hospitalization, Family Medical Leave or Loss of Life of a Non-Protected Dependent after Protection Activation has stopped for Disability or Involuntary Unemployment. However, if You incur a Terminal Illness or an Accidental Dismemberment, We will cancel according to the terms under "If You qualify for Protection Activation under Terminal Illness or Accidental Dismemberment" provision.

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CONTRACT**DISABILITY (Included with Platinum and Gold)**

Disability always means You are unable, because of a medically determined Accidental Injury or Sickness, to perform all of the essential functions of Your occupation at the time Your Disability begins, and You are under the regular care and treatment of a licensed physician, other than You or a family member. If You are not employed when Your Disability begins, Disability always means You are unable, because of a medically determined Accidental Injury or Sickness, to perform the essential functions required of any occupation for which You are reasonably qualified by training, education or experience.

To qualify for Disability protection, You must: (a) meet the definition of Disability for at least 14 consecutive days; and (b) not be actively working at any job or combination of jobs paying You an income equal to or exceeding 80% of the income You were earning from Your Active Employment immediately preceding the date You qualified for Disability.

After You have satisfied the waiting period and beginning with the 1st day of Your Disability, We will cancel a minimum of 1 scheduled monthly payment(s). Thereafter, We will continue to cancel Your scheduled monthly payment for each 30 days, consecutive or non-consecutive, that You are Disabled, up to a maximum of (a) 12 months or (b) \$12,000. We will never cancel more than 12 monthly Protected Payments during a 12 month period. The calculation of the 12 month period begins on the date Your benefits begin.

Cancellation of Your Protected Payment will stop the earliest of: (a) 12 months of Protected Payments have been cancelled; (b) \$12,000 maximum per period of Disability has been reached; (c) You no longer have a Protected Balance, Your Loan is paid-off or discharged for any reason; (d) the date You return to actively working at any job or combination of jobs paying You an income equal to or exceeding 80% of the income You were earning from Your Active Employment immediately preceding the date You qualified for Disability; (e) You no longer qualify for Disability protection; or (f) You are deceased.

INVOLUNTARY UNEMPLOYMENT (Included with Platinum)

Involuntary Unemployment means that You involuntarily lost Your Active Employment.

To qualify for Involuntary Unemployment protection, You must meet the following requirements at the time of Protection Activation and throughout the protected period: (a) You meet the definition of Involuntary Unemployment for at least 14 consecutive days; (b) You are receiving or have received state unemployment benefits for the period of unemployment for which You are requesting Protection Activation; (c) You are seeking Active Employment; and (d) You provide Us or Our Administrator with proof of qualification for Involuntary Unemployment protection at the time of Protection Activation and throughout the protected period.

NOTE: An award for unemployment benefits from Your state agency does not guarantee cancellation of Your Protected Payment under this Contract.

After You have satisfied the waiting period and beginning with the 1st day of Your Involuntary Unemployment, We will cancel a minimum of 1 scheduled monthly payment(s). Thereafter, We will continue to cancel Your scheduled monthly payment for each 30 days, consecutive or non-consecutive, that You are Involuntary Unemployed, up to a maximum of (a) 6 months or (b) \$6,000. We will never cancel more than 12 monthly Protected Payments during a 12 month period. The calculation of the 12 month period begins on the date Your benefits begin.

Protection Activation will not be provided for Involuntary Unemployment resulting from: (a) any Annual, Regularly Scheduled or Seasonal Layoff; (b) any period of unemployment that occurs while You are a Temporary Employee, independent contractor, self-employed or employed by a joint Borrower; (c) retirement; (d) vacation; (e) strike; (f) unionized labor dispute; (g) lockout; (h) termination due to Your Willful or Criminal Misconduct; (i) voluntary unemployment; (j) voluntary loss of wages; or (k) spousal relocation.

NON-PROTECTED EVENTS & ADVANCES

An event will not be protected under this Contract if it:

- is the result of a felony committed by You;
- is caused by or results from an atomic explosion or any other release of nuclear energy (except when used solely for medical treatment);
- is the result of an elective cosmetic surgery;
- is the result of an intentionally self-inflicted injury;
- is the result of an assisted suicide or an attempted assisted suicide; or
- occurs prior to the Effective Date of Protection.

A death event (other than death of a non-protected dependent) will not be protected by Life Plus protection if it:

- occurs within the 6 months immediately following the Effective Date of Protection for the Advance, and is related to a pre-existing condition for which You received advice, diagnosis, or treatment (including medication) within the 6 months immediately preceding the Effective Date of Protection for the Advance; or
- is the result of a suicide that occurs within the 12 months immediately following the Effective Date of Protection for the Advance.

An event (other than Your death) will not be protected under Life Plus protection if the event:

- occurs within the 3 months immediately following the Effective Date of Protection for the Advance.

An event will not be protected by Disability protection if it:

- occurs within the 6 months immediately following the Effective Date of Protection for the Advance, and is related to a pre-existing condition for which You received advice, diagnosis, or treatment (including medication) within the 6 months immediately preceding the Effective Date of Protection for the Advance; or
- is related to a normal pregnancy; however, complications due to pregnancy or childbirth may be protected if the complications themselves are the cause of the Disability.

An event will not be protected by Involuntary Unemployment protection if it:

- occurs within the 3 months immediately following the Effective Date of Protection for the Advance.

GENERAL PROVISIONS

CHANGING YOUR OPTIONS. You must provide Us written notice of any request to change Your options. If You add a Protected Event, the Effective Date of Protection for the additional Protected Event is the date You purchased protection for that Protected Event. This will not change the Effective Date of Protection for any previously elected Protected Event(s). If You remove a Protected Event, the termination date is the date You removed protection for that Protected Event, which can never precede the date of Your written notice.

CHANGING THE TERMS OF THIS CONTRACT. We reserve the right to change the terms of this Contract and apply those changes to the protection You purchased under this Contract. You will receive notice before any change goes into effect. Your continued payment of the Program Fee will constitute Your acceptance of the change in terms.

CONCURRENT PROTECTED EVENTS. For each protected Borrower, the amount cancelled will be applied to the dollar and term limitations for each Protected Event. We will never cancel more than the Protected Payment. If You qualify for Disability (original Protected Event) and sustain an additional Sickness or Accidental Injury, which would be in and of itself disabling, the additional Sickness or Accidental Injury will not be considered a new Disability Protected Event, but rather will be considered the same Protected Event. This means that You will receive benefits only if You did not exhaust Your maximum Protected Event benefits in connection with the original

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CONTRACT

Protected Event. In the event a Life Plus, Disability or Involuntary Unemployment event occurs while Protection Activation is occurring for Life Plus, We will not provide Protection Activation for these events until Protection Activation has stopped for Life Plus.

CONTINUED EFFECTIVENESS. If any part of this Contract is determined to be unenforceable, it does not affect the validity of the rest of the Contract.

ERRORS AND ADJUSTMENTS. If We have inadvertently deviated from the terms of this Contract, We will make the necessary adjustments when the error is discovered. If We cancel more benefits than You are entitled to under this Contract, You will remain obligated to pay these amounts to Us within 30 days of receipt of written notification from Us as if no cancellation occurred.

LOAN MODIFICATION OR REFINANCE WITH US. If Your Loan is modified or refinanced with Us, We will continue to protect the modified or refinanced Loan according to the terms of this Contract. If the balance of the Loan is increased, the Effective Date of Protection for the increased amount will be the date the Loan is modified or refinanced and such amount will be treated as a new Advance. If Your Loan is modified or refinanced during a period of Protection Activation, the modification or refinancing will not change Your Protection Activation, and We will continue to cancel the Protected Payment based on the Protected Balance prior to modification or refinancing.

LOAN OBLIGATION. Protection under this Contract does not affect, alter, or otherwise relieve Your obligations under Your Loan with Us. Whether or not You have made a request for Protection Activation, You remain obligated to make payments to Us and to comply with the terms of Your Loan.

LOAN OBLIGATION AFTER A PROTECTED EVENT. During the time it takes to process Your Protection Activation, You remain responsible for making at least the minimum required Loan payment due on the Loan by the payment due date. If the minimum required Loan payment due is greater than the Protected Payment, You are responsible for paying the difference to Us. Upon approval of Your Protection Activation, We will refund to You or credit to Your account any Loan payments You made during the processing period that were eligible for cancellation.

MISSTATEMENT OF MATERIAL FACT. If We find that You provided false or inaccurate information We reserve the right to terminate Your protection. If a Protection Activation has been filed, the Protection Activation will be denied.

PAST EVENTS. This Contract does not protect You from events that occurred before You purchased protection.

PROOF OF A PROTECTED EVENT. You must notify Us or Our Administrator of a Protected Event as soon as possible. You are responsible for providing, and continuing to provide, all the information required by Us to determine qualification for Protection Activation for the Protected Event. If You fail to provide all the information required by Us to verify Your continued qualification for Protection Activation We will not cancel all or a portion of the interest, Protected Payment, Program Fee, or Protected Balance. All information must verify the Protected Event to Our satisfaction. We will only make cancellations if You have a Protected Balance at the time of the Protected Event.

RECURRENCE OF SAME OR RELATED PROTECTED EVENTS. If the same type of Protected Event occurs again within 1 year after You have recovered or returned to Active Employment, We will treat this as one Protected Event subject to the initial Protected Event's terms and conditions, including, but not limited to the maximum number of cancellations for the initial Protected Event. No additional benefits will be activated once You have reached any of the initial Protected Event's maximums. For Disability, this only applies if You suffer a Disability due to the same condition.

If the same type of Protected Event (for Disability the same condition) occurs again more than 1 year after You have recovered or returned to Active Employment, We will consider it a new Protected Event and You will need to satisfy all requirements to qualify for Protection Activation. This provision applies whether You return to Active Employment with the same or a different employer.

TAX IMPLICATIONS. You may be subject to federal, state, and local taxes on the amount of Your cancelled Protected Payment or Protected Balance. You should consult Your tax advisor. We or Our Administrator will not provide You with guidance on the tax implications, if any, of a cancelled debt.

TERMINATION OF PROTECTION. You may terminate protection on Your account(s) at any time by providing Us with written notice at least 5 business days prior to the requested termination date. If You do so within 30 days of purchasing protection, We will credit You for any Program Fees charged for the protected account(s). We will credit You for any Program Fees You paid for the period after Your protection terminates. Termination will not affect benefits for a Protected Event that occurred prior to the termination date as long as an Outstanding Balance remains on the protected account(s).

Your protection will automatically terminate:

- on the last day of the month during which Your Loan and/or Program Fee is 3 months delinquent or past due. If You bring Your protected account current, Your protection will not be reinstated automatically. You must re-purchase protection and meet all requirements to qualify for protection;
- if Your Loan is paid-off, refinanced with a Creditor other than Us, or discharged for any reason; or
- if We give You written notice at least 30 days in advance of the termination (or as required by law).

Contact Us with any questions on this Contract.

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BANK-FUND STAFF FEDERAL CREDIT UNION AGREEMENT TO PROVIDE INSURANCE

I understand and agree that the vehicle listed below must be covered during the full term of my loan contract with the following insurance:

1. Collision Coverage (\$1,000 maximum deductible)
2. Comprehensive Coverage (\$1,000 maximum deductible)

An acceptable policy must meet the following requirements:


- | | |
|--|--|
| 1. Insured's Name and Address | 4. Policy Number and Current Policy Period |
| 2. Vehicle Description and VIN | 5. BANK-FUND STAFF FEDERAL CREDIT UNION listed as Loss Payee |
| 3. Comprehensive and Collision Coverages | 6. No Excluded Drivers on the Policy |

I agree to request that my agent forward proof of this required coverage to BANK-FUND STAFF FEDERAL CREDIT UNION within 30 days of my loan contract date. I further understand that if for any reason evidence of the required insurance is not provided, BANK-FUND STAFF FEDERAL CREDIT UNION may, at its option, secure insurance according to the terms of my loan contract. The premium and related finance charge will be added to my loan balance and my loan payment may be increased.

I UNDERSTAND THAT THE INSURANCE SECURED BY BANK-FUND STAFF FEDERAL CREDIT UNION WILL NOT PROVIDE BODILY INJURY OR PROPERTY DAMAGE LIABILITY INSURANCE COVERAGE AND WILL NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAWS.

SARA E FILIPEK	[REDACTED] 1086	9/21/202	\$70,000.00
Borrower's Name	Loan Number	Loan Date	Amount Financed

2023	Fisker Inc.	Ocean One	VC [REDACTED] 002865
Year	Make	Model	Vehicle Identification Number

DocuSigned by:  Borrower's Signature	10/10/2023 Date
---	--------------------

Notice to the Agent

Please provide BANK-FUND STAFF FEDERAL CREDIT UNION with an acceptable insurance policy which meets the above requirements. You may mail or fax this policy to our Insurance Department. Our address for mailing and loss payee information follows:

BANK-FUND STAFF FEDERAL CREDIT UNION
Attn: Insurance Department
PO Box P.O. Box 924634
Fort Worth, TX 76124
Telephone (866) 523-7044, Fax (877) 242-9058

DocuSign Envelope ID: BC540771-B0EC-49CF-80A2-0B4E32A51CFB



Optional Guaranteed Asset Protection Election Waiver

If your vehicle is stolen, accidentally damaged beyond repair, or otherwise declared an insured total loss, auto insurance will cover the replacement value. However, you remain liable for payment of the difference between the insurance settlement and the remaining loan balance. This deficiency can sometimes amount to thousands of dollars.

Bank-Fund Staff Federal Credit Union offers MEMBER'S CHOICE® GAP Plus Protection as an affordable way to fill the gap. For just \$324, you can protect yourself against this kind of unexpected expense. In the event of a total loss of your vehicle, MEMBER'S CHOICE® GAP Plus also includes a \$1000 Principal payment toward the next vehicle loan with Bank-Fund Staff Federal Credit Union.

The one-time cost is \$324 and is fully refundable within 30 days of purchase.

I understand that the purchase of MEMBER'S CHOICE® GAP Plus Protection is voluntary and is not required to obtain credit. I understand that MEMBER'S CHOICE® GAP Plus Protection Waiver is not an offer of insurance coverage.

MEMBER'S CHOICE® GAP Plus Protection

Please indicate whether you wish to accept or decline this offer by checking the appropriate box below, and signing as indicated.

☐ Yes, I would like to accept MEMBER'S CHOICE® GAP Plus Protection.

☒ No, I would NOT like to accept MEMBER'S CHOICE® GAP Plus Protection.

DocuSigned by:

 SARA E FILIPEK

10/10/2023

Date

DocuSigned by:

 ERIC JAMES FILIPEK

10/10/2023

Date

DocuSign Envelope ID: BC540771-B0EC-49CF-80A2-0B4E32A51CFB



Optional Mechanical Breakdown Insurance Request & Payment Authorization Form

(Attach copy of Acknowledgement & Quote to this form)

Bank-Fund Staff Federal Credit Union and MEMBER'S CHOICE AutoCare offer extended mechanical repair protection for vehicle repairs no longer covered by a manufacturer's warranty.

Platinum – Please see plan for details.

One-time my MEMBER'S CHOICE AutoCare premium amount: \$ _____

Each plan pays for the cost of parts and labor for any covered repair, regardless of the number of repairs.

MEMBER'S CHOICE AutoCare Mechanical Repair Coverage, insured by Virginia Surety Company, Inc., provides credit union members with a valuable, money-saving benefit and helps put them on the road to worry-free driving.

- ☐ Yes, I would like to accept MEMBER'S CHOICE AutoCare
- ☒ No, I would **NOT** like to accept MEMBER'S CHOICE AutoCare
- ☐ Vehicle Not Eligible for MEMBER'S CHOICE AutoCare

MEMBER INFORMATION:

Member Name: SARA E FILIPEK

Member#: 000060

Address: 787 GILBERT AVE , MENLO PARK, CA 94025-2732

Home Phone: 650-326-1123

Office Phone: 510-912-5405

VEHICLE INFORMATION:

Purchase Date: 9/21/2023 Current Odometer: 5

VIN#: Purchase Price: \$70,000.00

How long do you plan to own vehicle? _____

Premium Amount: _____ Months: _____ Miles: _____

Estimated Annual Miles Driven: _____

I authorize Bank-Fund Staff Federal Credit Union to pay for my MEMBER'S CHOICE AutoCare premium:

- ☐ Please include my MEMBER'S CHOICE AutoCare premium in the proceeds of my new auto loan
- ☐ Transfer my MEMBER'S CHOICE AutoCare premium from my BFSFCU Account: _____

DocuSigned by:

SARA E FILIPEK

10/10/2023

Date

DocuSigned by:

ERIC JAMES FILIPEK

10/10/2023

Date

DocuSign Envelope ID: BC540771-B0EC-49CF-80A2-0B4E32A51CFB



BANK-FUND STAFF FEDERAL CREDIT UNION

DMV Work Agreement Form

1. I (We), SARA E FILIPEK and ERIC JAMES F, do hereby promise to complete all necessary DMV paperwork pertaining to the loan secured by the 2023 Fisker Inc. Ocean One
2. VIN: VC[REDACTED]002865
3. I(We) understand that I have 30 days to notify DMV of this transaction (20 days if this is an out of state title). I(We) will provide a copy of the registration showing Bank-Fund Staff Federal Credit Union as the lien holder within 90 days of this transaction.
4. ***If I (We) fail to provide the original title, the title secured loan will be converted to an unsecured loan, at the current unsecured fixed interest rate and term.***
5. Some states record liens electronically, and paper titles are not issued. Upon payment in full of these loans, Bank-Fund Staff Federal Credit Union will release the lien and provide you with a Letter of Lien Release. In states where paper titles are issued, BFSFCU will retain the title for the duration of the loan. Upon payment in full, BFSFCU will release the lien and provide you with the original title, if it is available. In some circumstances the original title may not be available and will be replaced with a Letter of Lien Release. In any case, Bank-Fund Staff Federal Credit Union will uphold its responsibility to release any lien recorded in its favor upon full payment of your loan.
6. If you experience any difficulties in recording the lien, please contact the Consumer Lending Department at 202-212-6450 or by email at consumerloans@bfsfcu.org.

DocuSigned by:

SARA E FILIPEK

10/10/2023

Date

DocuSigned by:

ERIC JAMES FILIPEK

10/10/2023

Date



Certificate Of Completion

Envelope Id: BC540771B0EC49CF80A20B4E32A51CFB

Status: Completed

Subject: Thank you for your application

Source Envelope:

Document Pages: 15

Signatures: 13

Envelope Originator:

Certificate Pages: 5

Initials: 0

Consumer Loans Disbursement

AutoNav: Enabled

1725 I Street NW Ste 150

EnvelopeId Stamping: Enabled

Washington, DC 20006

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

consumerloansdisbursement@bfsfcu.org

IP Address: 64.125.98.6

Record Tracking

Status: Original

10/10/2023 | 02:03 PM

Holder: Consumer Loans Disbursement

consumerloansdisbursement@bfsfcu.org

Location: DocuSign

Signer Events

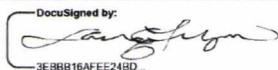
SARA E FILIPEK

smoleks@gmail.com

Security Level: Email, Account Authentication
(None), Access Code

Signature

DocuSigned by:



3EBB816AFE24BD

Signature Adoption: Drawn on Device

Using IP Address: 76.226.67.85

Timestamp

Sent: 10/10/2023 | 02:03 PM

Viewed: 10/10/2023 | 02:35 PM

Signed: 10/10/2023 | 02:37 PM

Electronic Record and Signature Disclosure:

Accepted: 10/10/2023 | 02:35 PM

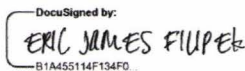
ID: 27b8030c-9ea0-4a72-8d07-8c7f9ad449eb

ERIC JAMES FILIPEK

EFILIPEK@GMAIL.COM

Security Level: Email, Account Authentication
(None), Access Code

DocuSigned by:



B1A455114F134FD

Signature Adoption: Pre-selected Style

Using IP Address: 76.226.67.85

Sent: 10/10/2023 | 02:37 PM

Viewed: 10/10/2023 | 02:40 PM

Signed: 10/10/2023 | 02:41 PM

Electronic Record and Signature Disclosure:

Accepted: 10/10/2023 | 02:40 PM

ID: d7f02b0c-8a3c-47a6-a652-6f78508ef13b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10/10/2023 | 02:03 PM

Certified Delivered

Security Checked

10/10/2023 | 02:40 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	10/10/2023 02:41 PM
Completed	Security Checked	10/10/2023 02:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 4/26/2022 | 08:34 AM
Parties agreed to: SARA E FILIPEK, ERIC JAMES FILIPEK

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

This Bank-Fund Staff Federal Credit Union Electronic Record and Signature Disclosure (the "Disclosure") applies to BFSFCU products and services, and all notices, disclosures, authorizations, acknowledgements, and other documents (the "Documents") related to our products and services that you electronically access through the DocuSign System.

We are required by law to provide certain information to you "in writing," which means you have a right to receive that information on paper. However, with your consent, we may provide this information to you electronically instead.

Described below are the terms and conditions for providing to you such Documents electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure, please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

After you agree to receive Documents electronically, we are not obligated to provide future Documents to you by paper delivery; rather we are authorized to send to you such Documents electronically. You may withdraw your consent for receipt of Documents electronically as described below.

Even if you consent to receive Documents electronically, you can always obtain a paper copy by requesting one or by printing the electronic Document. We may charge you a reasonable fee for delivery of paper copies already provided electronically. Please refer to account fee schedules or loan agreements for details on applicable fees.

You may request a paper copy of any Documents we provide to you electronically by sending us a Secure Message in Digital Banking, contacting Member Relations at 202-212-6400 or 1-800-923-7328, or by writing:

Attention: Member Relations
Bank-Fund Staff Federal Credit Union
1725 I St, N.W. Suite 150
Washington, DC 20006-2406 USA

Withdrawing your consent

If at any point you no longer want to receive Documents electronically from BFSFCU, you may withdraw your consent by sending us a Secure Message in Digital Banking, contacting Member Relations at 202-212-6400 or 1-800-923-7328, or by writing to us at:

Attention: Member Relations
Bank-Fund Staff Federal Credit Union
1725 I St, N.W. Suite 150
Washington, DC 20006-2406 USA

We will not impose any fee when you withdraw your consent.

To withdraw your consent from within DocuSign

To inform us that you no longer wish to receive future Documents in electronic format using DocuSign, you may decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent.

Consequences of changing your mind

If you elect to receive required Documents only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically Documents from us.

Although we will not impose a fee as a result of your opting to switch from electronic to paper Documents, or from paper to electronic Documents, there may be differences in account-related/account-level fees based on whether you receive your account statements electronically and/or by paper delivery. Please refer to the applicable account product disclosure(s) and account fee schedule for details.

How to contact BFSFCU:

You may contact us to let us know of changes as to how we may contact you electronically, to update your email address, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

Please visit us in person at any BFSFCU branch office. Visit www.BFSFCU.org for a complete list of our locations.

Or, send us a Secure Message in Digital Banking, contact Member Relations at 202-212-6400 or 1-800-923-7328, or write to us at:

Attention: Member Relations
Bank-Fund Staff Federal Credit Union
1725 I St, N.W. Suite 150
Washington, DC 20006-2406 USA

If you created a DocuSign account, you may update it with your new email address through your account preferences.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign Documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this Electronic Record and Signature Disclosure, and (i) that you are able to print on paper or electronically save this Electronic Record and Signature Disclosure for your future reference and access; or (ii) that you are able to email this Electronic Record and Signature Disclosure to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- You consent to receive Documents electronically through the DocuSign system as outlined above. Your consent enables us to send future Documents through the DocuSign system to you electronically.

Exhibit B

DMV Title / Lienholder Record

This exhibit contains the DMV or lienholder record provided by Bank Fund Staff Credit Union, confirming the Credit Union's lien on the 2023 Fisker Ocean Extreme (VIN ending in 2865).



Collateral Management Solutions
9750 Goethe Road | Sacramento, CA 95827
www.Vitu.com

Bank-Fund Staff Federal Credit Union

Lien and Title Information

Account Information

Account Number	██████████ 4086	Financed Date	10/10/2023
Loan Number		Perfected Date	1/13/2024
Branch		Payoff Date	
Borrower 1	FILIPEK SARA E,	Dealer ID	
Borrower 2	FILIPEK ERIC J,	Dealer	
Borrower Address	787 GILBERT AVE MENLO PARK, CA 940252732	Dealer Address	

Lienholder

ELT Lien ID	P64
Lienholder	BK FUND STAFF FCU
Lienholder Address	PO BX 255388 SACRAMENTO, CA 95865
Lien Release Date	

Vehicle and Titling Information

VIN	VC ██████████ 02865	Issuance Date	1/10/2024
Title Number		Received Date	1/13/2024
Title State	CA	ELT/Paper	ELECTRONIC
Year	2023	Odometer Reading	5
Make	FISK	Branding	
Model			
Owner 1	FILIPEK SARA		
Owner 2	OR FILIPEK ERIC		
Owner Address	787 GILBERT AVENUE MENLO PARK, CA 94025		

Printed: Monday, September 15, 2025 10:30:34 AM PST

Exhibit C - Warranty Agreement (Fisker Ocean [REDACTED]) ONE

Vehicle: 2023 Fisker Ocean [REDACTED] ONE

Trim: [REDACTED] (purchase price approx. \$70,000)

Publicly Documented Warranty Terms (as of 2024)

According to Fisker's official Product Guide (May 2024) and multiple public sources, the following warranties applied across Fisker Ocean trims, including the [REDACTED]: ONE

Warranty Component	Coverage
Basic / Limited Warranty	6 years / 60,000 miles
Roadside Assistance	6 years / 60,000 miles
Powertrain Warranty	10 years / 100,000 miles
Battery Warranty	10 years / 100,000 miles (with 75% minimum state-of-health guarantee)
Corrosion / Perforation Warranty	12 years (coverage against rust-through of body panels)

Notes and Public Sources

- Fisker Ocean Product Guide (May 2024, V11.1) confirms 6yr/60k Basic and 10yr/100k Powertrain/Battery warranty terms.
- GreenCarsCompare (Fisker Ocean [REDACTED] ONE page) confirms same warranty terms for the [REDACTED] ONE trim.
- GreencarReports (March 2023) also reported Fisker warranty includes 10-year battery and powertrain coverage.

Source URLs:

https://downloads.ctfassets.net/cghen8gr8e1n/4wHL3jEwTEKAeEK4UVT0DH/819dfd4fcfb8813207bf727f64ff27da/Fisker_Ocean_Product_Guide_May_2024_US_V11.1.pdf

<https://greencarscompare.com/cars/fisker/ocean-extreme/>

https://www.greencarreports.com/news/1135499_fisker-confirms-10-year-battery-and-powertrain-warranty-for-ocean-ev

These warranty terms are publicly documented and should apply to the Claimant's Fisker Ocean [REDACTED] ONE. Despite these warranties, the debtor has failed to provide warranty services, software updates, and recall remedies, leaving the Claimant without the benefit of the promised coverage.

Exhibit D – NHTSA Recall Notices & Related Manufacturer Communications (Fisker Ocean)

Official U.S. National Highway Traffic Safety Administration (NHTSA) recall documents for Fisker Ocean (Model Years 2023–2024). Each entry includes the campaign number, document type, date, and a direct link to the NHTSA PDF.

Outer Door Handles May Stick / Fail to Open — NHTSA Campaign 24V-466

Document Type: Owner Notification Letter (RCONL)

Date: June 2024

Official PDF: <https://static.nhtsa.gov/odi/rcl/2024/RCONL-24V466-4996.pdf>

Summary: Fisker recalled 2023–2024 Ocean vehicles due to exterior door handles that may stick and fail to open; stop-sale instructions issued to dealers.

Citation ID: turn0search1

Outer Door Handles Recall – Safety Report — NHTSA Campaign 24V-466

Document Type: Part 573 Safety Recall Report (RCLRPT)

Date: June 27, 2024

Official PDF: <https://static.nhtsa.gov/odi/rcl/2024/RCLRPT-24V466-4451.PDF>

Summary: Official Part 573 safety recall report describing the defect and remedy program for door handles.

Citation ID: turn0search0

Outer Door Handles – Recall Acknowledgement — NHTSA Campaign 24V-466

Document Type: Recall Acknowledgement (RCAK)

Date: June 27, 2024

Official PDF: <https://static.nhtsa.gov/odi/rcl/2024/RCAK-24V466-6553.pdf>

Summary: NHTSA acknowledgement letter for campaign 24V-466.

Citation ID: turn0search11

Cluster Telltales Non■Compliance (FMVSS 101/135/138/208) — NHTSA Campaign 24V-405

Document Type: Owner Notification Letter (RCONL)

Date: June 2024

Official PDF: <https://static.nhtsa.gov/odi/rcl/2024/RCONL-24V405-6489.pdf>

Summary: Noncompliance with multiple FMVSS related to cluster telltales and bulb check behavior on 2023 Ocean.

Citation ID: turn0search4

Cluster Telltales Noncompliance – Safety Report — NHTSA Campaign 24V-405

Document Type: Part 573 Safety Recall Report (RCLRPT)

Date: June 11, 2024

Official PDF: <https://static.nhtsa.gov/odi/rcl/2024/RCLRPT-24V405-9624.PDF>

Summary: Part 573 report describing four specific display/telltale noncompliances on 2023 Ocean.

Citation ID: turn0search9

Powertrain Modules Software Defect — NHTSA Campaign 24V-404

Document Type: Owner Notification Letter (RCONL)

Date: June 2024

Official PDF: <https://static.nhtsa.gov/odi/rcl/2024/RCONL-24V404-5772.pdf>

Summary: Safety recall for 2023 Ocean vehicles related to powertrain module software.

Citation ID: turn0search5

Brake Improvement Software (OS 2.2) — NHTSA Campaign 24V-623

Document Type: Manufacturer Notice (RCMN)

Date: Aug 14, 2024

Official PDF: <https://static.nhtsa.gov/odi/rcl/2024/RCMN-24V623-1246.pdf>

Summary: Voluntary safety recall campaign; OTA update OS 2.2 to address brake module software behavior on 2023–2024 Ocean.

Citation ID: turn0search2

Unintended Vehicle Movement / Auto Hold — NHTSA Campaign 24V-865

Document Type: Part 573 Safety Recall Report (RCLRPT)

Date: Nov 15, 2024

Official PDF: <https://static.nhtsa.gov/odi/rcl/2024/RCLRPT-24V865-6551.PDF>

Summary: Recall addressing unintended vehicle movement; chronology references ODI PE24005 and software changes.

Citation ID: turn0search8



IMPORTANT SAFETY RECALL

August 2024

*****AUTO**MIXED AADC 480 2999 PL-1 T6 P1

SARA FILIPEK
787 GILBERT AVE
MENLO PARK, CA 94025-2732



This notice applies to your vehicle: VC [REDACTED] 002865

NHTSA Campaign Number: 24V499

Subject: Voluntary Safety Recall Campaign TSB30032401 – Cabin Electric Water Pump (2023 – 2024 Model Years Fisker Ocean)

Dear Fisker Owner,

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act. Fisker Group Inc. (Fisker) has decided that a safety defect, which relates to motor vehicle safety, exists in certain 2023 and 2024 model years Fisker Ocean vehicles. The vehicles may experience a communication issue with the High Voltage Battery Management System (BMS) limp mode. This limp mode, which restricts battery power to 8.5 kW, activates when there is a communication loss on the vehicle's Local Interconnect Network 6 (LIN6) bus.

What is the issue?

The communication loss is caused by a failure in the cabin electric water pump (EWP_H). To ensure the safety and reliability of its vehicles, Fisker is addressing this issue through a recall campaign.

Limp mode limits the vehicle's speed to 10–20 mph (20–30 km/h). This reduced speed can create hazardous conditions, especially in situations where higher speeds are necessary to keep pace with traffic or maneuver safely, thereby increasing the risk of a crash.

What will we do?

Fisker will replace the cabin electric water pumps (EWP_H) on affected customer vehicles with a new pump that has a permanent corrective action implemented (improved coating in the printed circuit board assembly). The pump replacement will be provided at no cost. The replacement process will take approximately 45 minutes.

What should you do?

Fisker strongly advises contacting your Fisker authorized service provider to schedule an appointment as soon as possible. Prompt action will ensure that your vehicle receives the necessary replacement of the cabin electric water pump (EWP_H), which is essential for maintaining the safety and reliability of your vehicle. By addressing this issue without delay, you can minimize the risk of encountering the reduced speed limp mode and ensure that your vehicle operates safely.

Lease vehicles and address changes

If you are the lessor and registered owner of the vehicle identified in this action, the law requires you to forward this letter immediately via first-class mail to the lessee within ten (10) days of receipt. If you have changed your address or sold the vehicle, please notify Fisker.

Can we assist you further?

If your Fisker authorized service provider fails to assist you in any way, please contact Fisker by calling Toll Free at 1-844-FISKER1 from 6 AM to 7 PM Pacific Time, Monday through Friday or via website at www.fiskerinc.com/contact.

If your dealer fails or is unable to remedy this defect without charge, or within a reasonable amount of time, you may submit a written complaint to:

Administrator

National Highway Traffic Safety Administration

1200 New Jersey Avenue, SE., Washington, DC 20590

You may also call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153); or go to <http://www.safercar.gov>.

We apologize for any inconvenience this matter may cause; however, we are taking this action to help ensure your safety and continued satisfaction with your vehicle.

Sincerely,

Fisker Service Department



IMPORTANT SAFETY RECALL

August 2024

*****AUTO**MIXED AADC 480 2999 PL-1 T6 P1

SARA FILIPEK
787 GILBERT AVE
MENLO PARK, CA 94025-2732



This notice applies to your vehicle: VC [REDACTED] 002865

NHTSA Campaign Number: 24V499

Subject: Voluntary Safety Recall Campaign TSB30032401 – Cabin Electric Water Pump (2023 – 2024 Model Years Fisker Ocean)

Dear Fisker Owner,

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What is the issue?

The communication loss is caused by a failure in the cabin electric water pump (EWP_H). To ensure the safety and reliability of its vehicles, Fisker is addressing this issue through a recall campaign.

Limp mode limits the vehicle's speed to 10–20 mph (20–30 km/h). This reduced speed can create hazardous conditions, especially in situations where higher speeds are necessary to keep pace with traffic or maneuver safely, thereby increasing the risk of a crash.

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Can we assist you further?

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If your dealer fails or is unable to remedy this defect without charge, or within a reasonable amount of time, you may submit a written complaint to:

Administrator

National Highway Traffic Safety Administration

1200 New Jersey Avenue, SE., Washington, DC 20590

You may also call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153); or go to <http://www.safercar.gov>.

We apologize for any inconvenience this matter may cause; however, we are taking this action to help ensure your safety and continued satisfaction with your vehicle.

Sincerely,

Fisker Service Department

IMPORTANT SAFETY RECALL

July 2024

SARA FILIPEK
787 GILBERT AVE
MENLO PARK, CA 94025-2732

This notice applies to your vehicle: VC [REDACTED] 002865

NHTSA Campaign Number: 24V404

Subject: Safety Recall Campaign TSB10032403 – Powertrain Modules (2023 Model Year Fisker Ocean)

Dear Fisker Owner,

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act. Fisker Inc. (Fisker) has decided that a defect, which relates to motor vehicle safety, exists in all 2023 model year Fisker Ocean vehicles. The software characteristics in the current Motor Control Unit (MCU) and Vehicle Control Unit (VCU) version may cause the vehicle to enter a safe state protection mode. As a result, there may be a loss of motor power or drive power, with the vehicle losing torque and rolling to a stop. The gear may shift from Drive (D) to Neutral (N), and then to Park (P) when coming to a complete stop. This situation can occur in specific use cases that trigger improper response from the controller safety mechanisms.

These conditions may include:

- Wheel slip on icy surfaces at low speed
- Driver changing from deceleration to acceleration at specific low speed conditions
- Repeated, back-to-back maximum acceleration and deceleration
- Incorrectly triggered drive unit fault monitors including when activating the rear disconnect clutch or checking power supply voltage

The vehicle can be recovered by cycling the power and pressing the brake pedal. Other powertrain modules may also be affected during the loss of motive power.

What is the issue?

During routine testing, it was discovered that customers driving Fisker Ocean vehicles may be experiencing Vehicle Safe State Protection Mode. This safety feature, implemented in electric vehicles, activates to protect the electric motor from damage when a critical issue is detected. By limiting the vehicle's capabilities, safe mode helps prevent further harm to essential components. The activation of limp mode indicates a significant issue that requires immediate attention and

serves to protect the electric motor from further damage. This mode prompts the driver to seek immediate diagnostic and repair services. An electric motor shutdown can lead to a loss of driving power, increasing the risk of a crash.

What will we do?

Fisker will release software version operating system 2.1 over the air to your vehicle. This update includes necessary upgrades to modify the torque safety monitor thresholds, adapting them to unique driving scenarios. The upgrade will be provided at no cost. Fisker's Service Department expects these remedies to be available in June 2024. Once available, the over-the-air installation process will take approximately one (1) hour.

What should you do?

Fisker recommends accepting the software installation as soon as it becomes available for your vehicle. Fisker Ocean owners can be confident that their vehicles will perform optimally after the software is installed.

Lease vehicles and address changes

If you are the lessor and registered owner of the vehicle identified in this action, the law requires you to forward this letter immediately via first-class mail to the lessee within ten (10) days of receipt. If you have changed your address or sold the vehicle, please notify Fisker.

Can we assist you further?

If your Fisker authorized service provider fails to assist you in any way, please contact Fisker by calling Toll Free at 1-844-FISKER1 from 6 AM to 7 PM Pacific Time, Monday through Friday or via website at www.fiskerinc.com/contact.

Checking your vehicle for open Recalls and Service Campaigns

If you are still unable to have the repair performed without charge, or within a reasonable amount of time, you may file a complaint with: The Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, SE., Washington, DC 20590; or call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153); or go to <http://www.safercar.gov>.

We apologize for any inconvenience this matter may cause; however, we are taking this action to help ensure your safety and continued satisfaction with your vehicle.

Sincerely,

Fisker Service Department

Fisker Inc.

7/31 Call NHTS - Sukaly, next

= Lemon Law =

- 770-394-9100

HQ 602-653-7139 - restricted

IMPORTANT SAFETY RECALL

July 2024

*****AUTO**MIXED AADC 480 3053 PL-1 T8 P1

SARA FILIPEK

787 GILBERT AVE

MENLO PARK, CA 94025-2732

**This notice applies to your vehicle:** VC [REDACTED] 002865**NHTSA Campaign Number:** 24V405**Subject:** Non-Compliance Recall Campaign TSB70062404 – Cluster Telltales (2023**Model Year Fisker Ocean)**

Dear Fisker Owner,

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act. Fisker Inc. (Fisker) has decided that 2023 model year Fisker Ocean vehicles fail to conform to Federal Motor Vehicle Safety Standards (FMVSS) 101 (Controls and displays), 135 (Light Vehicle Brake Systems), 138 (Tire Pressure Monitoring Systems), and 208 (Occupant Crash Protection Telltale Illumination). Our records show that you are the owner of a vehicle affected by this action.

What is the issue?

During routine testing, it was found that customers driving Fisker Ocean vehicles in the U.S. currently lack U.S. compliant operational cluster telltales. If a malfunction occurs, an amber warning light illuminates instead of the red color required by FMVSS regulations.

What will we do?

Fisker will release software version 2.1 over the air to your vehicle, which corrects the noncompliant cluster warning lights. This repair will be provided at no cost. Fisker's Service Department expects these remedies to be available in June 2024. Once available, the over-the-air installation process will take approximately one (1) hour.

What should you do?

Fisker recommends accepting the software installation as soon as it becomes available for your vehicle. Fisker Ocean owners can be confident that their vehicles will perform optimally after the software is installed.

Lease vehicles and address changes

If you are the lessor and registered owner of the vehicle identified in this action, the law requires you to forward this letter immediately via first-class mail to the lessee within 10 days of the date of this letter.

receipt. If you have changed your address or sold the vehicle, please notify Fisker.

Can we assist you further?

If your Fisker authorized service provider fails to assist you in any way, please contact Fisker by calling Toll Free at 1-844-FISKER1 from 6 AM to 7 PM Pacific Time, Monday through Friday or via website at www.fiskerinc.com/contact.

Checking your vehicle for open Recalls and Service Campaigns

If you are still unable to have the repair performed without charge, or within a reasonable amount of time, you may file a complaint with: The Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, SE., Washington, DC 20590; or call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153); or go to <http://www.safercar.gov>.

We apologize for any inconvenience this matter may cause; however, we are taking this action to help ensure your safety and continued satisfaction with your vehicle.

Sincerely,

Fisker Service Department

Fisker Inc.

Exhibit E - Vehicle Valuation

Vehicle: 2023 Fisker Ocean One
 Mileage: approx. 12,920 miles
 VIN: ending in 2685 (redacted for privacy)

Sub-Exhibit E-1: Comparable current listings

Listing	Mileage	Price	Source URL
Used 2023 Fisker Ocean One - Hoblit Chevrolet GMC	~12,000 mi	\$17,999	https://www.kbb.com/cars-for-sale/used/2023/fisker-ocean-one/
Used 2023 Fisker Ocean One - Audi Beaverton	~14,000 mi	\$18,499	https://www.kbb.com/cars-for-sale/used/2023/fisker-ocean-one/

Sub-Exhibit E-2: Broader valuation estimates (trade-in and private party ranges)

From Edmunds Appraisal Tool: Trade-in values for a 2023 Fisker Ocean range approximately \$14,793 to \$24,555 depending on trim and condition. For a vehicle in Clean condition with about 12,000 miles, Edmunds shows a private party estimate around \$18,090.

Source URL: <https://www.edmunds.com/fisker/ocean/2023/appraisal-value/>

Public market context supporting valuation band

Cars.com national average price for Fisker Ocean: about \$21,887; pricing observed from about \$14,980 upward.

CARFAX average list price for Fisker Ocean: about \$21,448 (used market).

Classic.com auction data shows average sale price about \$24,530; highest sale \$31,750 on Apr 16, 2024; lowest \$16,750 on Mar 7, 2025.

Reuters reported on March 27, 2024 that Fisker slashed Ocean prices dramatically (e.g., Extreme model down to \$37,499) ahead of filing; on July 2024, reports noted attempts to sell unsold inventory at steep discounts.

Source URLs:

<https://www.cars.com/shopping/fisker/ocean/>

https://www.carfax.com/Used-Fisker-Ocean_w10720

<https://www.classic.com/m/fisker/ocean/>

<https://www.reuters.com/business/autos-transportation/ev-startup-fisker-slashes-prices-ocean-suv-amid-debt-troubles-2024-03-27/>

<https://www.businessinsider.com/fisker-bankruptcy-selling-unsold-cars-discount-nyc-uber-drivers-2024-7>

Special note: KBB historic valuation unavailable

Attempts to locate a Kelley Blue Book valuation as of July 2024 (the bankruptcy filing window) were unsuccessful. Current KBB listings exist (see Sub-Exhibit E-1) but there is no certified historic value available via free public sources.

Suggested estimated values for the Court's consideration

- 1) As-of July 2024 estimate: up to about \$25,000 (upper end of Edmunds range and consistent with public market context above).
- 2) Current estimate (as of this filing): approximately \$18,000 based on comparable current listings and broader estimates.

Exhibit F

Current Vehicle Registration

This exhibit contains the official California vehicle registration for the Claimant's 2023 Fisker Ocean ~~ONE~~ **ONE**, showing VIN, ownership, and mileage. The odometer currently reads 12,920 miles.

STATE OF CALIFORNIA - DEPARTMENT OF MOTOR VEHICLES

VALIDATED REGISTRATION CARD

TYPE VEHICLE USE AUTOMOBILE	REGISTRATION VALID FROM 11/02/2023 TO 11/08/2024	TYPE 11	LICENSE NUMBER [REDACTED]	ENGINE NUMBER
VEHICLE IDENTIFICATION NUMBER VCF [REDACTED] 002865	MAKE FISK	VLF CLASS TJ	YR 2023	DATE ISSUED 11/17/2023
BODY TYPE MODEL UT	YEAR FIRST SOLD 2023	MP E	AXLE WC	UNLADEN/G/C/GW \$ 790.00
STICKER ISSUED W1648846	PRIOR HISTORY	PIC 4	DATE FEES RECEIVED 11/17/2023	OFFICE/TECH ID/SEQ V95PC 0040
				MISC/EQ NO 41

STICKER INSTRUCTIONS

1) CLEAN SURFACE - SCRAPE OFF ACCUMULATED STICKERS (WILL NOT STICK IF WET OR DIRTY)

2) PEEL STICKER FROM BACKING BY BENDING SHEET AT "PEEL HERE" LINE

3) PLACE STICKER ON REAR PLATE AS SHOWN BELOW

EXCEPT TRUCK TRACTORS AND COMMERCIAL VEHICLES WITH A DECLARED GROSS VEHICLE WEIGHT OF 10,000 LBS OR MORE—MUST APPLY STICKER TO FRONT PLATE

REGISTERED OWNER
FILIPEK SARA
OR FILIPEK ERIC
787 GILBERT AVENUE

MENLO PARK CA 94025
LIENHOLDER
CASH BANK FUND STAFF FCU
1725 I ST NW



W 00000
R 00065
L 00465

A00 111723 11 9JUE129 865

WASHINGTON DC 20006

YEAR
In Top Right Corner

MONTH
In Top Left Corner

CALIFORNIA

9JUE129

AUTO 11/08/2024 TO 11/08/2025 11 [REDACTED]

VEHICLE IDENTIFICATION NUMBER VCF [REDACTED] 2865	MAKE FISK
BODY TYPE MODEL UT	Yr. Model 2023
DATE FIRST SOLD 00/00/2023	CLASS TJ
DATE ISSUED 09/15/2024	TOTAL FEES PAID \$889 4100
TYPE VEH. 150	MP E
AX WC	UNLADEN/G/C/GW

FILIPEK SARA
OR FILIPEK ERIC
787 GILBERT AVENUE
MENLO PARK CA 94025-2732

BK FUND STAFF FCU
PO BX 255388

SACRAMENTO

L0418

95865
RJ7091220247103

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

C 2902327

TO REMOVE THE STICKER
FROM THE BACKING.
BEND STICKER AT SLIT AND PEEL SLOWLY.

INSTRUCTIONS FOR

APPLYING STICKER TO LICENSE PLATE
1. CLEAN SURFACE THOROUGHLY. SCRAPE OFF ACCUMULATED STICKERS (STICKER WILL NOT STICK IF WET OR DIRTY).

2. PUT STICKER ON REAR LICENSE PLATE AS SHOWN BELOW:

MOTORCYCLES:

Right Half of This Well



ALL OTHERS:
In Top Right Corner



EXCEPT:

Truck Tractors And Commercial Vehicles With A Declared Gross Vehicle Weight of 10,001 lbs. or More—Must Apply Sticker To Front Plate

PEEL HERE

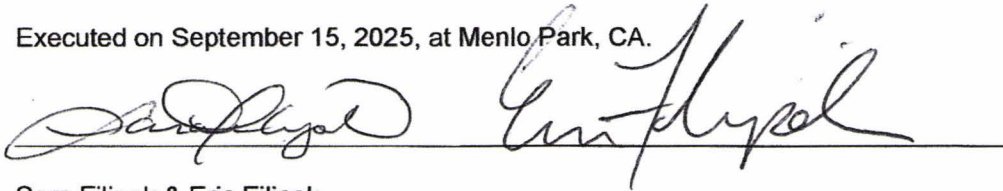
Exhibit G

Owner Declaration

We, Eric & Sara Filipek, declare under penalty of perjury under the laws of the United States that the following is true and correct:

1. I am the owner of a 2023 Fisker Ocean Extreme, VIN V [REDACTED] 02865.
2. The vehicle was purchased new in September 2023 for approximately \$70,000.
3. The vehicle currently has an odometer reading of 12,920 miles.
4. Fisker has failed to provide warranty coverage, software updates, and recall remedies as promised in its sales and warranty agreements.
5. As a result, the vehicle has depreciated far below its expected value, with public valuations showing resale values in the \$18,000–\$25,000 range.

Executed on September 15, 2025, at Menlo Park, CA.

The image shows two handwritten signatures in black ink. The signature on the left is for Sara Filipek, and the signature on the right is for Eric Filipek. Both signatures are written in a cursive, flowing style. Below the signatures is a horizontal line.

Sara Filipek & Eric Filipek



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

FISKER, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11390 (TMH)

(Jointly Administered)

Hearing Date: October 6, 2025 at 11:00 a.m. (ET)

Objection Deadline: September 24, 2025 at 4:00 p.m. (ET)

**AMENDED² NOTICE OF LIQUIDATING TRUSTEE'S TWELFTH OMNIBUS
OBJECTION (SUBSTANTIVE) PURSUANT TO 11 U.S.C. § 502, FED. R. BANKR. P.
3007 AND LOCAL RULE 3007-1 TO CERTAIN MISCLASSIFIED CLAIMS**

**TO THE HOLDERS OF CLAIMS ON SCHEDULE 1 TO THE PROPOSED ORDER
ANNEXED TO THE OBJECTION AS EXHIBIT A:**

- **YOUR SUBSTANTIVE RIGHTS MAY BE AFFECTED BY THIS OBJECTION AND BY ANY FURTHER OBJECTION THAT MAY BE FILED BY THE LIQUIDATING TRUSTEE**
- **YOU ARE DIRECTED TO LOCATE YOUR CLAIM ON SCHEDULE 1 ATTACHED TO THE PROPOSED ORDER**
- **THE RELIEF SOUGHT HEREIN IS WITHOUT PREJUDICE TO THE LIQUIDATING TRUSTEE'S RIGHTS, OR THE RIGHTS OF OTHER PARTIES-IN-INTEREST, TO PURSUE FURTHER SUBSTANTIVE OR NON-SUBSTANTIVE OBJECTIONS AGAINST THE CLAIMS ADDRESSED HEREIN**

PLEASE TAKE NOTICE, that on September 3, 2025, Matthew Dundon, solely in his capacity as the Liquidating Trustee (the "**Liquidating Trustee**") of the Fisker Liquidating Trust, filed the *Liquidating Trustee's Twelfth Omnibus Objection (Substantive) Pursuant to 11 U.S.C. § 502, Fed. R. Bankr. P. 3007 and Local Rule 3007-1 to Certain Misclassified Claims* (the "**Objection**") with the United States Bankruptcy Court for the District of Delaware (the "**Court**"). A copy of the Objection is enclosed herein.

PLEASE TAKE FURTHER NOTICE, that responses, if any, to the Objection must be filed with the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, on or before **September 24, 2025 at 4:00 p.m. (ET)** (the "**Response Deadline**"). At the same

¹ The Debtors 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 Amendments appear underlined.



time, you must serve a copy of the response upon the undersigned counsel so as to be received on or before the Response Deadline.

PLEASE TAKE FURTHER NOTICE, that, if a response is timely filed and served, and such objection or response is not otherwise timely resolved, a hearing with respect to the Objection will be held before The Honorable Thomas M. Horan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Courtroom #7, Wilmington, Delaware 19801 on **October 6, 2025 at 11:00 a.m. (ET)**.

PLEASE TAKE FURTHER NOTICE THAT IF NO RESPONSE IS RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY ENTER THE RELIEF REQUESTED IN THE OBJECTION WITHOUT FURTHER NOTICE OR HEARING.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



Dated: September 3, 2025
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Melissa M. Hartlipp (No. 7063)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
mhartlipp@coleschotz.com

-and-

ASK LLP

Jason C. DiBattista (admitted *pro hac vice*)
Brigette G. McGrath (admitted *pro hac vice*)
2600 Eagan Woods Drive, Suite 400
St. Paul, Minnesota 55121
Telephone: (651) 406-9665
Facsimile: (651) 406-9676
Email: jdibattista@askllp.com
bmcgrath@askllp.com

-and-

Marianna Udem (admitted *pro hac vice*)
60 East 42nd Street, 46th Floor
New York, New York 10165
Telephone: (212) 267-7342
Facsimile: (212) 918-3427
Email: mudem@askllp.com

Co-Counsel to the Liquidating Trustee



CERTIFICATE OF SERVICE

I hereby certify that on September ___, 2025, a copy of the foregoing Response of Eric & Sara Filipek to the Liquidating Trustee's Twelfth Omnibus Objection (Substantive) to Certain Misclassified Claims, together with all exhibits, was served by USPS Priority First Class Mail upon the following:

Clerk of the Court

United States Bankruptcy Court, District of Delaware

824 North Market Street, 3rd Floor

Wilmington, DE 19801

(Date mailed: 9/16/25) USPS Priority Mail / Tracking No.: 9502 6066 2941 5259 7733 50

Cole Schotz P.C.

500 Delaware Avenue, Suite 600

Wilmington, DE 19801

Attn: Justin R. Alberto, Esq.

(Date mailed: 9/16/25) USPS Priority Mail / Tracking No.: 9502 6066 2941 5259 7733 74

ASK LLP

2600 Eagan Woods Drive, Suite 400

St. Paul, MN 55121

Attn: Jason C. DiBattista, Esq.

(Date mailed: 9/16/25) USPS Priority Mail / Tracking No.: 9502 6066 2941 5259 7733 98

ASK LLP

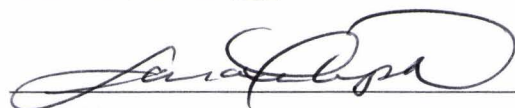
60 East 42nd Street, 46th Floor

New York, NY 10165

Attn: Marianna Udem, Esq.

(Date mailed: 9/16/25) USPS Priority Mail / Tracking No.: 9502 6066 2941 5259 7734 11

Dated: September 16, 2025



Sara Filipek

787 Gilbert Ave

Menlo Park, CA 94025

Tel: 510-912-5405

Email: saraefilipek@outlook.com

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

In re:
Fisker, Inc., et al.,
Debtors.

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

RESPONSE PACKET

Response of Eric & Sara Filipek to the
Liquidating Trustee's Twelfth Omnibus Objection
(Substantive) to Certain Misclassified Claims

Claimants: Eric & Sara Filipek
Claim No.: 3272
Hearing Date: October 6, 2025 at 10:00 a.m. (ET)
Response Deadline: September 24, 2025 at 4:00 p.m. (ET)

This packet includes:

- Response to Trustee's Objection
- Exhibits A-G
- Copy of Trustee's Objection
- Certificate of Service