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)

LIQUIDATING TRUSTEE'S FIFTEENTH OMNIBUS OBJECTION (NON-SUBSTANTIVE) TO CERTAIN "NO LIABILITY" CLAIMS

RESPONSE OF DENNIS WONG TO LIQUIDATING TRUSTEE'S FIFTEENTH OMNIBUS OBJECTION TO CERTAIN "NO LIABILITY" CLAIMS AS TO CLAIM NO. 1513

Dennis Wong ("Wong" or "Claimant"), creditor and guarantor with respect to Claim No. 1513, hereby submits this response (the "Response") to the Liquidating Trustee's Fifteenth Omnibus Objection Non-Substantive Pursuant to 11 U.S.C. § 502, Fed. R. Bankr. P. 3007 and Local Rule 3007-1 to Certain No Liability Claims (the "Objection"), solely as it relates to Claim No. 1513 (the "Claim"), and states as follows:

I. PRELIMINARY STATEMENT

1. The Objection seeks to disallow and expunge Claim No. 1513 on the grounds that (a) the Debtors' books and records purportedly reflect no liability and (b) the Claim allegedly lacks sufficient information or documentation to constitute prima facie evidence of a



- valid claim. See Exhibit A (MSRP sheet); Exhibit B (Buyer's Order); Exhibit C (Lease Agreement); Exhibit D (Guaranty); Exhibit E (Amortization Schedule).
- 2. As set forth below, Claimant holds a valid, documented general unsecured claim arising from the Debtors' sale and support of a defective 2023 Fisker Ocean One vehicle (VIN VCF1ZBU22PG002562, the "Vehicle"), which Claimant continues to pay for under a long-term lease/finance arrangement, despite persistent safety-related defects, multiple unsuccessful repair attempts, a pre-petition buyback demand, safety recalls, and unreimbursed recall-related expenses. See Exhibit F (delivery and damage); Exhibit G (initial defects and Case 00124601); Exhibit H (service attempts); Exhibit I (A/C repairs); Exhibit J (Huntington Beach service); Exhibit K (buyback demand); Exhibit L (recalls); Exhibit M (Ocean Loop reimbursement); Exhibit N (Premium Autoworks receipt).
- 3. The Vehicle's defects are not cosmetic, minor, or subjective in nature; they directly impair the driver's ability to control, operate, and safely exit the Vehicle under ordinary driving conditions. The Vehicle has (a) intermittently shifted itself into park when stopped in traffic, requiring the driver to re-engage drive and release the parking brake to move again; (b) experienced loss of drive power associated with water-pump and battery failures; (c) exhibited inconsistent braking performance covered by NHTSA Campaign 24V623; and (d) suffered repeated failures of the driver's door and central display. These conditions present foreseeable and unreasonable safety risks, materially increasing the likelihood of collision or occupant entrapment for the driver, passengers, and the public at large
- 4. Claimant respectfully requests that the Court overrule the Objection as to Claim No. 1513 and allow the Claim as a general unsecured claim in the amount of \$72,552, or such other amount as the Court determines after hearing.

II. PARTIES AND CLARIFICATION OF CREDITOR IDENTITY

- 4. Oneness Inc. ("Oneness") is the lessee under a commercial vehicle lease with Amazon Leasing, Inc. for the Vehicle. See Exhibit C.
- 5. Claimant Dennis Wong is the president of Oneness and executed a personal guaranty of all lessee obligations under the Amazon lease. See Exhibit D; Exhibit C.
- 6. Telicia Lander ("Lander") is the co-purchaser and primary customer contact used by the Debtors in connection with the purchase and delivery of the Vehicle, including in the Fisker buyer's order and communications. See Exhibit B; Exhibit F; Exhibit G; Exhibit H.
- 7. Claim No. 1513 is filed in the name of Dennis Wong as creditor. For clarity, Claimant asserts the Claim in his individual capacity as guarantor and principal economic party in interest, and references to Oneness and Lander in this Response are to explain the roles of the lessee entity and co-purchaser in the underlying transactions. See Exhibit B; Exhibit D; Exhibit C; Exhibit F; Exhibit G; Exhibit H.

III. FACTUAL BACKGROUND

A. Vehicle Order, Purchase, and Lease

- 8. In 2023, Claimant and Lander ordered a 2023 Fisker Ocean One, VIN VCF1ZBU22PG002562, Big Sur Blue, with Malibu interior, as reflected in the Fisker MSRP document which lists a total vehicle price of \$71,687 (basic price \$68,999, options, and destination and handling). See Exhibit A.
- 9. On or about July 2023, Fisker Group Inc. issued a Buyer's Order in the name of Lander as purchaser, showing a vehicle price of \$68,999 plus \$250 for recycled floor mats, for a total cash price and unpaid balance of \$69,249. See Exhibit B.
- 10. On September 13, 2023, Oneness entered into a 60-month Commercial Vehicle Leasing Agreement with Amazon Leasing, Inc. for the Vehicle, with (i) base monthly lease payments of \$1,225.71, (ii) a residual value of \$25,000, (iii) 60-month term, and (iv) amounts due at signing including the first monthly payment and registration/fees. See Exhibit C.
- 11. On the same date, Claimant executed a personal guaranty of all lessee obligations under the Amazon lease, thereby becoming personally liable for the lease obligations. See Exhibit D; Exhibit C.
- 12. A TValue amortization schedule dated September 15, 2023 reflects a "Loan" amount of \$70,263 at a nominal annual rate of 10.63%, with monthly payments of \$1,225.71 and a final \$25,000 payment, showing a remaining balance of approximately \$51,951.95 as of the December 13, 2025 payment. See Exhibit E.

B. Delivery and Immediate Defects

- 13. In September 2023, Fisker representatives confirmed that the wire payment from Amazon had been received, and the Vehicle was scheduled for delivery to Claimant and Lander. See Exhibit F.
- 14. When delivered, the Vehicle arrived with approximately 280 miles already on the odometer, only one key, and visible damage, as reflected in text messages with Fisker's representative (Shaniqua) where Claimant and Lander reported "damage on the car," questioned the mileage, and raised concerns about only receiving one key. See Exhibit F.
- 15. On October 1, 2023, Lander emailed "Delivery, Repairs" to support@fiskerinc.com, stating that (a) the Vehicle had damage upon delivery; (b) the key required pressing 4-5 times to open and close the car; (c) the dashboard display lost information when parking, causing a scratched tire rim; and (d) she needed help and service repairs and requested a call. See Exhibit G.
- 16. On October 6–7, 2023, Fisker support (Mandy) responded and opened Case 00124601, requested photos, and Lander replied describing tailgate damage at the bottom close to the middle and asking for instructions to change the key battery; she also reported that the rear-seat passenger screen was not working. See Exhibit G.

C. Multiple Service Attempts and Continuing Defects

- 17. In November and December 2023, Fisker technician Michael Phan coordinated service visits to Claimant's residence to deliver and program a second key fob and assist with mobile app setup; on December 1, 2023, he reported that the key fob was programmed and offered to work on the app. See Exhibit H.
- 18. On February 23, 2024, Lander reported to Michael that the A/C and heat were blowing air but not cooling or heating, and Michael indicated that Fisker technician Jimmy would reach out; text messages confirm a service visit by "Technician: Jimmy" at Claimant's address that day. See Exhibit H; Exhibit I.
- 19. On February 28, 2024, Fisker Service Manager Mike Safouri (Huntington Beach) emailed Claimant and Lander stating that Fisker "now have the parts to correct the a/c vent concern," that the repair could only be done at the service center (not via mobile service), and that an appointment could be set; on February 29, 2024, he booked a service appointment for March 12, 2024 at 9:00 a.m. at the Huntington Beach service center, noting an expected stay of 2–3 days and offering Lyft credits for transportation. See Exhibit I.
- 20. On March 12–14, 2024, the Vehicle was at the Huntington Beach service center. Technician Preston facilitated pickup logistics and Lyft transportation, and technician Sal messaged that he was working on the A/C vents and "limo mode" rear A/C controls, and later reported that the A/C vents, rear A/C, and a concern about inability to put the Vehicle into gear were fixed. See Exhibit J; Exhibit I.
- 21. Sal further reported on March 14, 2024 that he was installing software update "2.0," had a tailgate panel, and later stated "2.0 is installed," that he would test drive the Vehicle, and that the Vehicle would be washed and fully charged for pickup. See Exhibit J.
- 22. After pickup, Claimant and Lander reported that (a) they still had a ding on the back right side; (b) questions remained about the passenger airbag status; (c) the Vehicle intermittently put itself into park when stopped at lights and in freeway traffic, requiring manual re-engagement of drive; and (d) they received a low tire-pressure warning without indication of which tire, which Sal indicated was a software bug after the 2.0 update. See Exhibit J.
- 23. On March 30, 2024, Lander messaged Preston regarding a rattle and vibration felt under foot when releasing the pedal and sent a video to illustrate the issue, indicating ongoing drivability concerns. See Exhibit J.

D. Buyback Demand and Corporate Notice

- 24. On June 18, 2024, through counsel, Claimant and Lander sent a letter titled "Request for Buyback of Defective Vehicle Order Number: OC-HQCRF" to Fisker Inc. at its corporate address in Manhattan Beach, California. See Exhibit K.
- 25. That letter summarized the history of defects, including: delivery scheduling complications; damage upon delivery; non-functional rear passenger screen; defective key fob; dashboard and camera malfunctions; alarm triggered by an overnight software update; non-functioning A/C and heating; gear-shift issues; warning lights; and automatic engagement of park when stopping, and stated that counsel had advised seeking a buyback under the order agreement's arbitration provisions. See Exhibit K.

26. On June 18, 2024, Fisker sent an email confirming that "Case: 00234292" had been successfully received and that Fisker's team would respond within one to three business days, thereby acknowledging the buyback request and claim. See Exhibit K.

E. Recalls and Unreimbursed Safety Repairs

- 27. The National Highway Traffic Safety Administration ("NHTSA") vehicle detail page for the 2023 Fisker Ocean reflects multiple safety recalls, including:
 - (a) a November 15, 2024 campaign for transmission errors that can allow roll-away, which NHTSA states increases the risk of a crash;
 - (b) an August 20, 2024 campaign for unexpected reduction in regenerative braking and delayed deceleration, increasing the risk of a crash;
 - (c) a July 2, 2024 campaign for water pump failure causing loss of drive power, increasing the risk of a crash;
 - (d) a June 20, 2024 campaign for door handles that can stick and fail to open, increasing the risk of occupant entrapment in an emergency; and
 - (e) a June 5, 2024 campaign for incorrectly displayed warning lights which can impair the drivers ability to respond to vehicle conditions.

Collectively, these recalls reflect systemic safety failures affecting the Vehicle's propulsion, braking, and occupant-exit systems See Exhibit L.

- 28. In September 2024, Fisker sent an "IMPORTANT SAFETY RECALL" notice to Oneness Inc. and Dennis Wong for the Vehicle's VIN, NHTSA Campaign Number 24V623, describing a brake-module software defect that could cause inconsistent braking performance and delayed deceleration, increasing the risk of a crash. See Exhibit L.
- 29. On May 23, 2025, Fisker's "Ocean Loop" communication to owners announced that enrollment for repair and reimbursement for NHTSA-published recalls on the 2023 Fisker Ocean was open until August 31, 2025, and instructed owners to email specific recall addresses with VIN, contact information, and receipts if they sought reimbursement for recall-related work performed by third-party repair providers. See Exhibit M.
- 30. The defects Claimant experiences in daily operation—including unintended shifts into park in traffic, loss of drive power, inconsistent braking, malfunctioning door hardware, and intermittent loss of the central display—are the same hazards identified by NHTSA in its safety recalls and communications. These conditions materially increase the risk of collision or occupant entrapment if the Vehicle is operated on public roads
- 31. On August 1, 2025, due to safety concerns and the need to address recall-related issues, Claimant obtained work from Premium Autoworks that included (a) battery replacement; (b) water pump-related work and labor; and (c) waterproof connectors for wiring sealing front and rear, at a total cost of \$625, paid on AMEX; this work is described in a receipt

- and forwarding email explicitly noting "Fisker recall work, change the water pump, seal the wiring in the front and rear of the car and change battery." See Exhibit N.
- 32. Claimant has not been reimbursed for this \$625 recall-related safety work despite Fisker's communication inviting reimbursement submissions. See Exhibit M; Exhibit N.

F. Current Condition and Ongoing Defects

- 32. As of December 13, 2025, Claimant remains personally obligated as guarantor on the Amazon lease, and the amortization schedule reflects a substantial remaining balance (approximately \$51,951.95 after the December 13, 2025 payment). See Exhibit E; Exhibit C.
- 33. Despite multiple service attempts, software updates, recall notices, and third-party recall work, the Vehicle continues to exhibit significant defects, including:
 - (a) inoperable interior driver's door release;
 - (b) non-functional passenger window control;
 - (c) unintended shifts into park during traffic stops;
 - (d) intermittent loss of the central display; and
 - (e) recurring safety system warnings.
- 34. In light of these unresolved safety issues, Claimant reasonably believes the Vehicle is unsafe for regular use and has limited operation to short, unavoidable local trips, while avoiding freeway speeds and congested traffic where unintended park engagement, loss of drive power, or inconsistent braking could result in serious injury or collision. Claimant does not permit family members or employees to operate the Vehicle and continues limited use only because of the ongoing lease/finance obligation and the Debtors' failure to provide a buyback, replacement, or other remedy

IV. LEGAL STANDARDS

- 34. Under 11 U.S.C. § 502(a), a proof of claim "is deemed allowed, unless a party in interest . . . objects."
- 35. Section 502(b)(1) provides that upon objection, the court "shall determine the amount of such claim . . . as of the date of the filing of the petition, and shall allow such claim in such amount, except to the extent that . . . such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law."
- 36. Federal Rule of Bankruptcy Procedure 3001(f) provides that a proof of claim executed and filed in accordance with the Rules "shall constitute prima facie evidence of the validity and amount of the claim."
- 37. When an objector produces evidence sufficient to rebut the prima facie validity of a claim, the burden shifts back to the claimant to prove the claim's validity by a preponderance of the evidence. See In re Allegheny Int'l, Inc., 954 F.2d 167, 173–74 (3d Cir. 1992) (describing burden-shifting framework) (objector must produce evidence

- "equal in force to the prima facie case," after which the ultimate burden remains with the claimant).
- 38. Bankruptcy Rule 3007 and Local Rule 3007-1 govern omnibus objections in this Court and allow non-substantive omnibus objections where a claim does not match the debtor's books and records and lacks sufficient documentation for prima facie validity; however, a claimant may respond with supplemental documentation and evidence.

V. BASIS FOR THE CLAIM AND DAMAGES

- 39. Claimant's Claim arises from the Debtors' sale and delivery of a Vehicle that has been defective and unsafe since delivery, combined with the Debtors' failure to correct the defects despite multiple repair attempts, and the resulting economic loss to Claimant as guarantor and effective owner-user of the Vehicle. See Exhibit A; Exhibit B; Exhibit F; Exhibit G; Exhibit H; Exhibit I; Exhibit J; Exhibit K.
- 40. Claimant has been and remains obligated on the Amazon lease/finance obligation, with an original financed amount of \$70,263 and a substantial remaining balance as of late 2025, despite the Vehicle's persistent defects and diminished safety and value. See Exhibit E; Exhibit C.
- 41. In addition, Claimant has incurred out-of-pocket costs directly related to the Vehicle's safety issues and recalls, including at least \$625 paid to Premium Autoworks on August 1, 2025 for recall-related work (water pump, wiring sealing, battery) consistent with NHTSA-identified defects and Fisker's recall and reimbursement communications. See Exhibit L; Exhibit M; Exhibit N.

Refined Damages Paragraph

- 42. Claim No. 1513 asserts an unsecured claim in the amount of \$72,552. That amount reflects, in summary:
 - a. The economic loss associated with paying and remaining obligated on a long-term lease/finance obligation (original financed amount approximately \$70,263, with tens of thousands of dollars in principal and interest already paid and approximately \$51,951.95 still outstanding as of the December 13, 2025 installment) for a Vehicle that has never conformed to reasonable standards of safety and reliability, and that Claimant has repeatedly sought to have repaired or bought back without success; and See Exhibit E; Exhibit C; Exhibit K.
 - b. Out-of-pocket expenses including at least \$625 for safety-critical recall-related repairs performed by a third-party shop (Premium Autoworks) for which Fisker invited reimbursement but has not reimbursed, plus additional costs associated with repeated service visits and loss of use. See Exhibit M: Exhibit N.

43. Claimant reserves the right to present a detailed damages calculation and testimony at any evidentiary hearing, including evidence of all payments made under the Amazon lease, the remaining balance as of the petition date and as of the present, and any additional repair or transportation costs associated with the defects and service history. See Exhibit E; Exhibit C.

VI. REBUTTAL OF "NO LIABILITY / NO DOCUMENTATION" GROUNDS

- 44. The Objection asserts that the Debtors' books and records do not reflect a liability to Claimant and that Claimant's proof of claim lacks sufficient documentation.
- 45. Through this Response, Claimant supplements the Claim with extensive contemporaneous documentation, including:
- Fisker MSRP and buyer's order for the Vehicle (Exhibits A, B);
- The Amazon lease documents and personal guaranty (Exhibits C, D);
- An amortization schedule showing the structure and status of the financed obligation (Exhibit E);
- Text messages and emails documenting delivery, damage, early defects, and Case 00124601 (Exhibits F, G);
- Service communications with multiple Fisker technicians (Michael, Jimmy, Preston, Sal) and the Huntington Beach service center (Exhibits H, I, J);
- A formal buyback demand letter and Fisker's acknowledgement (Case 00234292)
 (Exhibit K);
- NHTSA recall information and Fisker's recall notice for Claimant's VIN (Exhibit L);
- Fisker's Ocean Loop recall/reimbursement notice (Exhibit M);
- Premium Autoworks recall-repair receipt (Exhibit N).
- 46. This documentary record more than satisfies any requirement under Fed. R. Bankr. P. 3001 for supporting documentation and constitutes prima facie evidence of a valid unsecured claim once considered together with the proof of claim. See Exhibits A through N.
- 47. The fact that the Debtors' internal books and records may not have recorded the liability does not negate Claimant's rights; rather, under 11 U.S.C. § 502(b)(1), the Court must determine whether the claim is enforceable "under any agreement or applicable law," and Claimant's proof and exhibits show an enforceable claim for economic loss arising out of the Debtors' defective vehicle and failure to cure. See Exhibit A; Exhibit B; Exhibit C; Exhibit K.

VII. EXHIBITS

Claimant submits and incorporates the following exhibits (true and correct copies) in support of this Response:

- Exhibit A 2023 Fisker Ocean One MSRP sheet (VIN VCF1ZBU22PG002562).
- **Exhibit B** Fisker Buyer's Order / Purchase Order for Vehicle (Telicia Lander purchaser).
- Exhibit C Commercial Vehicle Leasing Agreement between Amazon Leasing, Inc. and Oneness Inc. (dated September 13, 2023).
- Exhibit D Guaranty executed by Dennis Wong under the lease.
- Exhibit E TValue amortization schedule for the \$70,263 financing (dated September 15, 2023).
- Exhibit F Text message thread with Fisker representative Shaniqua regarding financing, delivery, and initial damage (August–September 2023).
- Exhibit G October 1, 2023 "Delivery, Repairs" email to <u>support@fiskerinc.com</u> and October 6–7, 2023 Case 00124601 email correspondence (damage, key, rear screen).
- Exhibit H Service communications with technicians Michael Phan and Jimmy (November 2023–February 2024).
- Exhibit I February 28–29, 2024 emails from Service Manager Mike Safouri re: A/C vent parts and March 12, 2024 Huntington Beach appointment.
- Exhibit J March 12–30, 2024 iMessage threads with Preston Vongvilay and Sal (Huntington Beach service, software 2.0 update, tailgate panel, continuing issues).
- Exhibit K June 18, 2024 "Request for Buyback of Defective Vehicle" letter and Fisker's Case 00234292 acknowledgement.
- Exhibit L NHTSA Vehicle Detail Search for 2023 Fisker Ocean and Fisker Recall Letter (Campaign 24V623) for Claimant's VIN.
- Exhibit M Ocean Loop "Fisker Ocean Recalls/Reimbursements" email (May 23, 2025).
- Exhibit N Premium Autoworks receipt for August 1, 2025 recall-related work (battery, water pump, wiring sealing).

VIII. RESERVATION OF RIGHTS

48. Claimant expressly reserves all rights to amend or supplement the Claim and this Response, to present additional legal arguments and evidence at any evidentiary hearing, and to assert any additional claims or defenses arising under applicable law, including but not limited to consumer protection, warranty, or lemon-law statutes and any arbitration provisions referenced in the parties' agreements. See Exhibit K.

IX. RELIEF REQUESTED

WHEREFORE, Claimant respectfully requests that the Court:

- (a) Overrule the Objection as it relates to Claim No. 1513;
- (b) Allow Claim No. 1513 as a general unsecured claim in the amount of \$72,552, , representing Claimant's **documented economic loss** arising from an unsafe and defective Vehicle that has never conformed to reasonable standards of safety and reliability; **or, in the alternative**, allow Claim No. 1513 in such lesser amount as the Court deems appropriate to **fairly compensate** Claimant for (i) all payments made and remaining obligations under the Amazon lease/finance agreement for a Vehicle of diminished and unsafe value, (ii) out-of-pocket safety and recall-related expenses including at least \$625 paid to Premium Autoworks, and (iii) any additional provable costs associated with the Vehicle's defects, loss of use, and safety risks; and
- (c) Grant such other and further relief as the Court deems just and proper.

Dated:

, 2025

Respectfully submitted,

Dennis Wong

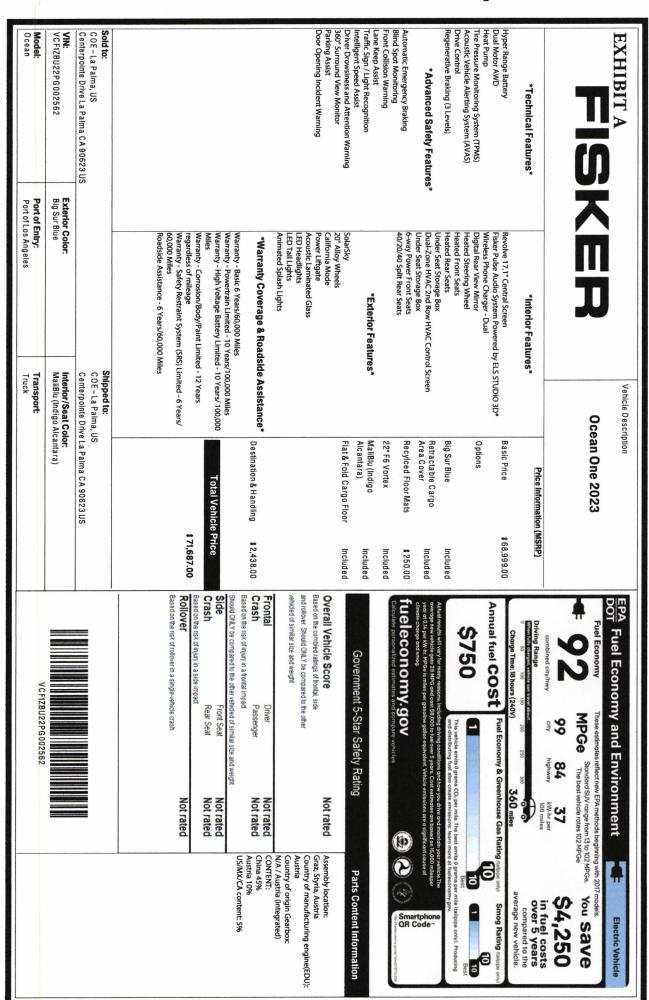
Creditor, Claim No. 1513

556 South Fair Oaks Avenue #278

Pasadena, CA 91105

626-622-6880

dwyorhealth@gmail.com



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EXHIBIT B

FISKER Purchase Order

	Fisker Group Inc Rosecrans Ave						Email: FiskerVehicleAdmin@fiskerin Zip: 90266	c.com
City: Manhattar	n Beach		State: CA					
Purchaser's Na	ame: Telicia Lander		Telephone*: +16266226880	Co-Purchaser's	s Name:		Telephone*:	
Address:			Email: telicia@mail.com	Address:			Email:	
City/State:			Zip:	City/State:			Zip:	
VEHICLE	BEING SOLD						Ref #: 00001	
Stock No:	Year: Make	FISKER Model:	Trim:	Vin:			Odometer:	
OPTIONS				VEHICLE	PRICE	\$68,999.00		
Expanding Car	go Organizer					\$0.00		
Recylced Floor	Mats					\$250.00		
					Total cash price	\$69,249.00		
					Unpaid Balance	\$69,249.00		
TRADE-IN	INFORMATION (if	applicable)			Sub-total	\$69,249.00		
Year:	Make:	Stock No:						
VIN:		Model:						
License Plate:		Mileage:						
Lienholder:								
Address:								
Telephone*:								
Lien/Payoff am	ount:	Payoff amount goo	d until:					
Purchaser	represents and wa	arrants with regard t	o any trade-in:					
			title, and interest in and to the vehicle eration of the sale of the vehicle to	e to				
initial	Fisker the seller enters into		played, which represents the full Val	ue				
" III.II	of the Vehicle. You hereby represent and y	varrant to us that you are the sole	legal and record owner of the Vehic	le.				
initial	-and that no other party has a	any interest in or to the Vehicle un	less disclosed as Lienholder above					
initial	may be utilized from financia	ng with the new Fisker to cover ar	connection with vehicle payoff. Fun ny negative equity. Seller represents					
		eter of the Vehicle reflects the act excess of Mechanical limits	ual mileage, unless noted below.					
	Initial Amount of Mileage In	excess of Mechanical limits						
	IS NOT actual milea	ge or there is an odometer discre	pancy		Total due	\$69,249.00		
Your signature	acknowledges and agrees that	the Fisker Ocean One Preorder	Agreement Terms and Conditions A	Addendum and all doc	cuments referenced therein are incorpo	rated into this Purchase C	order and	
complete the t								
PURCHAS	SER		CO PURCHASER			Date		
	LER Dann A	11 \				-		
SELI	LER Janu F	Wand	TITLE	Sr VP, Global Ma	arketing, Sales & Service	Date		

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

EXHIBIT C

			CON	IMERCIAL VEHICLE L	EASIN	G AGREEMEN	r			
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CA, 93 used i below	012 and LESSEE, ONENES n this lease the words "I"	SS INC. whose ', "me" or "m ur obligations	e address is 115 y" refer to the le s under this lease	mber, 2023 between LESS West California Blvd. #222 ssee and "you", "yours" or e begin when you and I sig	, Pasade r "your"	ena, CA, 91105 and refer to the lessor	covers the lease. I agree to lease	of the vehicle	described vehicle des	below. As scribed
_	IPTION OF LEASED VEHI	CLE								
Year	Make	Model		Body Style		Color	License No.		I.D. Numi	
2023	Fisker	Ocean One		SUV		Blue	L	VCF1ZE	3U22PG00	2562
The ve	hicle includes the follow	ing equipmer								
	Premium Package		Leather	Bluetooth	+	Power Windows		Sport P		
	Premium Package	+	AC AC	CD Charger Third Seat	+	Video Entertainm	nent system		Navigatio	n
	Premium Wheels	+	Premium Soun		+	Towing Package		Liter Automa	atic	
	Other	+	Other		+	Other		Other	Tere	
rade:		Year	N/A	Make N/A		Model	N/A	Totales		
	\$ -	Agreed Valu	e (before debt)		Х	Subject to Credit				
				THERE IS NO COOLIN	VG OFF	PERIOD				
Califor	nia Law does not provide	for a "coolin	g off" or other o	ancellation period for vehi	icle leas	es. Therefore, voi	u cannot later can	cel this lease s	imply beca	use vou
				h you had acquired a diffe						
	egal cause, such as fraud							,		,
. FINA	ANCIAL INFORMATION.	The followin	g information re	lates to the financial terms	s of this	lease. This is an	open-end X close	ed-end lease.		
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ii.	Residual Value (based in	part on an av	rerage	\$ 25,000.00	1	Description:	unice		·	
	of 8,000 miles ar			+	-1	B. Cash			\$	3,019.00
iii.	Average Monthly Lease	**		\$ 754.38	1	C. Total			\$	3,019.00
iv.	Base Monthly Lease Pay	ment		\$ 1,225.71	II.	Tax on c.i.			\$	309.45
٧.	Sales/Use Tax	10.2500 % o	f iv	\$ 125.64	iii.	Pro rata Rent			\$	-
	Luxury Car Tax			\$ N/A	-	Tax on c.iii.			\$	-
	Total Monthly Lease Pay			\$ 1,351.35	4	Refundable Securi			\$	
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	cated in a.i.1. above, with the remaining payments			9/13/2023 13 day	-	First Year's License	2 5	ise Fees	\$	802.00
	ach month, beginning on		October, 13 202	-	1	DMV Processing F Other Smog a	nd Doc Fee			150.00 85.00
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. Cert	ain Fees				d. Spe	cific Open-End Dis	closure			
i. 1	Termination Fee			\$ 750	i. 1	Capitalized Cost			\$	N/A
	Purchase/Casualty Fee			\$ 500	1	cific Closed-End Di				
iii. I	Late Charge	10 % w	ith no minimum	\$ 122.57	j i. 1	Excess Mileage Ch	arge (per mile)		\$	0.25
	RANCE. I agree to buy a					stand that the pol				1
202	ollowing minimum covera					ges a. and b. and a		-		1
					will rec	eive 10 days notic	e of policy cancella	ation or change	e. I will be	uy the
					insuran	ce from an insura	nce company acce	ptable to you	and will fu	rnish you
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ail	MANITURE OF			J	AGENTS	S NAME & PHONE	NOWINGER			
dl rights	reserved. © LeaseForms Inc 8	800 242 8223	-					dw	du	V

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my early termination liability. By initialing below, I agree to purchase your optional GAP awiv walve any right to collect a deficiency in insurance proceeds from me in the event of a casualty understand that this release does not cover the deductible and any other offsets my insurance amount shown in paragraph 1.a.vi.and the number of monthly lease payments remaining duricasualty and that I will still be obligated to pay those amounts. I also understand this release as confiscation, occurs.	ver for the indicated fee. If I purchase this waiver, you will partially ity loss of the vehicle which is covered fully by my insurance policy. I ce company makes under the policy, the product of any luxury tax ring the lease term or amounts which may be past due at the time of a
If initialed, I choose to purchase your GAP waiver and pay the price either when I sign the le	GAP WAIVER FEE \$ ease, if indicated in paragraph 1.c.,
or otherwise as part of the monthly lease payments.	LESSEE INITIALS X X
4. MECHANICAL BREAKDOWN PROTECTION. While I have no obligation to do so, I understan	
have a portion of the costs of repair of certain major mechanical breakdowns of the vehicle an	
the contract. The term of this protection is the number of months, stated here, from the date	te of this lease or until the vehicle's odometer shows the miles stated
here, which ever happens first. If I have elected to purchase a service contract, I have also reviewed the terms of the service of	contract YEARS 0
which describe the details of this protection and understand that a copy of the filled-in contract	
will be sent to me as soon as practicable.	PRICE -
If initialed, I choose to purchase the mechanical breakdown protection contract and pay the	e price either when I sign the lease,
if indicated in paragraph 1.c., or otherwise as part of the monthly lease payments.	LESSEE INITIALS X X
5. VEHICLE WARRANTIES AND DISCLAIMERS. I understand that unless otherwise indicated be I have those warranty rights. I have selected the vehicle and acknowledge that I am leasing the tothe vehicle and specifically disclaim any implied warranties including those of merchantabilisuffer damages because of the vehicle, you will not be responsible for the repairs, nor will my	the vehicle "AS IS". Accordingly, that you make no express warranties as lility or fitness for any particular purpose. If I have problems with or
NEW CAR WARRANTY NOT APPLICABLE	LESSEE INITIALS dvx dvx
6. OFFICIAL FEES AND TAXES. I agree to be responsible for the payment when due of all office governmental authority in connection with the vehicle or this lease. I understand that there in the type and amount of taxes may change during the year and that excise or similar taxes may and that I am liable for all these amounts.	may be taxes and fees which I pay directly to the taxing authority, that
vehicle prior to lease expiration and my potential liability in the event of early termination and not purchase the vehicle. At any time, the Lease Balance equals your original net investment i less the portion of the base monthly payments not credited to income calculated in accordanc Leases "set forth in the Financial Accounting Standards Board's Standard No. 13. These calculated have a standards board's standard No. 13. These calculation are provided to the exact due date and involve "level yield" calculation utilizing the table Balance at scheduled termination) shown in paragraph 1.a.ii and the capitalized cost in an oped depreciation in a closed-end lease. The pro-rata rent, if any, is not considered in this calculation.	in the vehicle, after deducting any lease inception payment or credit, ice with the rules for journal entries for lessors as to "Direct Financing culations assume a 360-day year of 12 months of 30 days each and that it term, the base monthly payment, the residual value (which is the Lease en-end lease or the sum of the residual value and the total lease term ion.
VEHICLE RETURN. I understand that upon lease termination not covered by paragraph 10 c understand that I must pay you my termination liability as calculated in paragraph 12 or 13 bel	
9. LATE CHARGE AND LATE RETURN. If any monthly lease payment is not received by you wit or such lesser amount as may be set by law will be imposed, which I agree to pay. I will pay yo honored. In addition, if I do not return the vehicle to you at lease expiration, I will be liable fo month I retain the vehicle. I realize, however, that I have no right to retain the vehicle after le default under the lease.	ithin 10 days of its due date, a late charge described in paragraph 1.b.lii you a returned check charge of \$50 for any check I give you which is not or an additional monthly lease payment for each month or portion of a lease expiration without your consent and that my holding over is a
10. PURCHASE OPTION. I understand that instead of returning the vehicle to you at scheduled	ed or early termination, I may purchase the vehicle if this lease is not in
default for the sum of: a. The greater of (i) the Lease Balance of (ii) the vehicle's then "wholesale value", including acc selected by you which is in common use in the area of the country where this lease was sign b. A fee in the amount set forth in paragraph 1.b.ii.: plus	gned by you; plus
c. The product of any luxury tax shown in paragraph 1.a.vi. And the number of monthly lease d. Any official fees and taxes imposed in connection with the purchase. I also realize that this is a lease and except for my right to possess and use the vehicle while I k vehicle, its equipment, accessories or replacement parts unless I exercise the purchase option.	keep my promises under this lease, I have no ownership interest in the
purchase will be on an "AS-IS WHERE-IS, AND WITH ALL FAULTS" basis. 11. VEHICLE VALUATION AT EARLY TERMINATION. My early termination and, in the case of a	an open-end lease, end-of-term llability may be affected by the realized
value of the vehicle. Except as specified in paragraph 17, the realized value may be determined in one of the follow a. Within 10 days after the return of the vehicle, you and I may enter into a written agreement b. If the realized value is not determined by agreement within 10 days after return of the vehicle at wholesale for cash or to dispose of the vehicle in some other commercially reason to any bidder, the highest bona fide bid received, net of any storage costs or other disposition the vehicle. If the vehicle is sold, the net proceeds of disposition, after deducting all sales of disposition expenses will be considered the realized value.	nt as to the vehicle's value. nicle, you will attempt to obtain 3 bids to purchase the onable manner. If you decide not to sell the vehicle tion expenses, will be considered the realized value of
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EXHIBIT D

- 12. EARLY TERMINATION LIABILITY. At any time after I have paid the number of monthly lease payments indicated in paragraph 1.a.viii, I may terminate this lease on the due date of a monthly lease payment if this lease is not in default. I agree that, except as provided in paragraphs 3, 10, and 17, my payment liability upon early termination will be the sum of:
- a. A termination fee in the amount set forth in paragraph 1.b.i.; plus
- Any monthly lease payments already due you which are unpaid, any monthly lease payments which would be due you before my early termination right commences and any other amounts arising from my failure to keep my promises under this lease; plus
- c. The product of any luxury tax shown in paragraph 1.a.vi. and the number of monthly lease payments remaining during the lease term; plus
- d. The amount, if any, by which the Lease Balance exceeds the realized value; plus
- e. Any official fees and taxes imposed in connection with lease termination (for example, sales/use taxes due on a deficiency balance under d.).
- 13. END OF LEASE TERMINATION LIABILITY. I agree that my payment liability at the end of the lease term will be the sum of:
- a. a termination fee in the amount set forth in paragraph 1.b.i.; plus
- b. Any monthly lease payments already due you which are unpaid and any other amounts arising from my failure to keep my promises under this lease; plus
- c. If this is a closed-end lease, a charge shown in paragraph 1.e. for each mile the vehicle has been driven in excess of the mileage the vehicle would have if it had been driven the average number of miles a year also stated in paragraph 1.a.ii.; plus
- d. If this is an open-end lease, the amount, if any, by which the Lease Balance exceeds the realized value; plus
- e. Any official fees and taxes imposed in connection with lease termination (for example, sales/use taxes due on a charge under c. or d.)
- 14. VEHICLE MAINTENANCE. I agree at my expense to have the vehicle serviced in accordance with the manufacturer's recommendations, to maintain the vehicle in good running order and condition and to have all necessary repairs made. Unless I obtain your written consent beforehand, I will not make any changes to the vehicle which would decrease its economic value or functional utility. Any changes made to the vehicle which cannot be removed without decreasing its economic value or functioning utility will become your property when made. If you request, you may inspect the vehicle at any reasonable time. I also agree that when I return the vehicle to you, if I have properly maintained the vehicle, it will be in good running order and condition and will have, among other things, no less than 5 matching tires of equal quality to the original (or 4 with emergency"doughnut" spare), with each tire having at least 1/8 inch of remaining tread at its shallowest point, and no chips, scratches, cracks, or other damage or defects in the glass, body or interior beyond normal wear & tear, I will pay any amount you spend, or, in the case of a closed-end lease at scheduled termination, that you spend or it would require based on a good faith estimate of a qualified repair facility or appraiser you select to put the vehicle in this condition. I also recognize that if the vehicle has suffered frame damage or substantial other damage or if its odometer has been inoperable or tampered with, even though the damage or odometer may have been repaired, the value of the vehicle will be substantially less than the value of an identical vehicle which has not had frame damage or suffered substantial other damage or had an inoperative odometer or one which was tampered with, I understand that my obligations include this difference.
- 15. LIENS AND CLAIMS. I will keep this lease and the vehicle free from any liens, encumbrances or claims which you have not created under paragraph 20e. I will hold you harmless and indemnify you for all liability, loss and expense arising from the use, condition or ownership of the vehicle, including any claim made under the strict liability doctrine.
- 16. USE OF THE VEHICLE. I understand that I am responsible for all operating expenses (for example, gasoline and oil) incurred in connection with the use of the vehicle. I will not use or permit use of the vehicle:
- a. For any unlawful purpose or in violation of any law;
- By a person not having a valid driver's license or one who for insurance purposes is deemed an assigned risk or one who does not exercise reasonable care in its operation:
- c. For the transportation of persons for hire:
- d. Outside the state where I reside when I signed this lease for a period exceeding 30 days without your prior written consent; or
- e. Outside the United States, without your prior written consent.
- 17. DAMAGE, LOSS OR POTENTIAL LOSS OF THE VEHICLE. I agree to be responsible for the risk of loss, damage or destruction of the vehicle during the lease term and until I return the vehicle to you. If the vehicle is damaged or destroyed in an accident or other occurrence or confiscated by any governmental authority or is stolen or is abandoned or is subject to undue peril, I will notify you of such occurrence or condition as soon as possible. If the vehicle is damaged and is in a condition which you believe is beyond reasonable repair, the lease will be terminated immediately. With respect to any other occurrence or condition included above, you reserve the right to terminate the lease immediately. If the lease is terminated, my termination will, unless otherwise provided in paragraph 3, be determined on the basis of any early termination except that the termination fee will be the amount set forth in paragraph 1.b.li. Any loss proceeds you receive from the insurance is provided will be deemed the realized value, and I acknowledge my liability for any difference between the termination liability figure and the loss proceeds amount.
- 18. DEFAULT. If any information in my credit application or that of a guarantor of this lease is false or misleading or I fall either to make a monthly lease payment when due or otherwise to keep my promises under this lease or any other agreement I have with you or if I or a guarantor becomes insolvent or dies, you can treat this lease as being in default. In the event of default, you may do any one or more of the following without giving me advance notice: (a) take any reasonable measures designed either to correct the default or to save yourself from loss, such as purchasing insurance to protect your interest if I fail to fulfill my obligations under paragraph 2 or paying the vehicle registration fees I have not paid directly as may be contemplated in paragraph 6, in which case I will pay you upon demand for the costs and expenses incurred; (b) terminate the lease and my rights to possess and use the vehicle; (c) take possession of the vehicle by any method or manner permitted by law; (d) determine my termination liability on an early termination basis which I agree to pay upon your demand; (e) recover from me interest at the rate of 18% per annum or at such lesser rate as may be provided for under applicable law on all expenses incurred by you and on all obligations which I owe you after termination; and (f) pursue any other remedy permitted by law.

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entorce	RE THAN ONE LESSEE. If more than o							
	ment of your rights as to one lessee w ons without releasing any other lessee	vithout affecting your rights as to any o	ther lessees. I also agr	ee that you can release	e any lessee from his or her			
-	NERAL PROVISIONS. I understand tha							
a. Your walver or delay in requiring me to keep my promises or in enforcing your rights will not affect your ability to require me to keep my								
prom	promises or to enforce your rights afterwards;							
	. You have no obligation to provide a replacement vehicle for any reason;							
	Notices under this lease must be in writing, addressed to the appropriate party at the address shown above, and must be mailed by US mail, first							
	class postage prepaid, and each party shall notify the other of a change in address;							
	Any changes to this lease must be in writing and signed by the party to be bound; I HAVE NO RIGHT TO ASSIGN AN INTEREST IN THE LEASE OR THE VEHICLE OR TO SUBLET OR LEND THE VEHICLE. I acknowledge that you may assign							
	an interest in this lease or the vehicle and that if I receive notice of assignment, I will acknowledge the notice and pay any assigned amounts							
	specified in the notice as you have directed. I agree that the rights of your assignee will be free of any claims I may have against you and further							
that	that no assignee is responsible for the performance of any of your duties under this lease unless the assignee expressly assumes the duties.							
		c.v. will not be considered as rent, will						
		gations to you, and you may at any time			ons to you. I			
		ng balance of the deposit after I have p ay in delivering the vehicle or any other			the lease if			
_		rol. In no event will you be liable for o						
		alt, you will have no liability and my ob						
		ce which is not the direct result of you						
		dress in any registration records relate	d to the vehicle and aut	thorize you and your as	ssignee to obtain			
	ddress from those records to assist in t	the enforcement of this lease; and iu and I sign this lease, you may rescind	this lease on notice to	me if my credit has no	t been approved			
		ely return the vehicle to you at the place						
	ge to the vehicle prior to the vehicle's		,		,			
TERMIN	AL RENTAL ADJUSTMENT CLAUSE (Inte	rnal Revenue Code S7701(h) Statemen	t) OF OPEN-END LEASE	S				
	certify under penalty of perjury that:							
	nd more than 50% of the use of the ve been advised that I will not be treated	hicle covered by this lease to be in my	trade or business and		v			
	vehicle for federal income tax purpos				LESSEE			
Or the	venter for reacraf meditic tax parpos				х			
HAVE R	READ ALL PAGES OF THIS LEASE AND R	RECEIVED A COMPLETELY FILLED IN CO	PY BEFORE SIGNING.		LESSEE TITLE			
DATE	September 13, 2023							
FSSOR	AMAZON LEASING INC		NAME OF LESSEE	ONENESS INC.				
LESSOR	AMAZON LEASING, INC.	and a second	NAME OF LESSEE	ONENESS INC.	10			
	AMAZON LEASING, INC. John Perrin X John Perrin (Seo 13, 2023 14:59 PDT)		NAME OF LESSEE	ONENESS INC. DENNIS WON DENNIS WORK DENNIS WORK (See 13, 202	19 31450 PDT)			
ВҮ	John Perrin		20000	Dennis Work Baknis Work (See 13, 20)				
ВҮ	X John Perrin (Seo 13, 2023 14:59 PDT)		LESSEE TITLE					
BY	X John Perrin X John Perrin (Seo 13, 2023 14:59 PDT) John Perrin President	DELIVERY F	LESSEE TITLE	Dennis Won De X is Work (See 13, 20) president	\$1460(PDY)			
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acknow operating DATE Each of uprimary a obligation or esenting the right of the r	John Perrin X John Perrin (Seo 13, 2023 14:59 PDT) John Perrin President Pledge that I have received and examin gorder and condition and that I accept September 13, 2023 G MILEAGE ON ODOMETER It is guarantees and promises to make all and joint and several and will not be all and joint and joint and several and will not be all and joint	GUARA I of the payments and perform all the leffected by any settlement, extension, nonal guarantors or security for the perist, notice of default fainst the lessee or to pursue any other applicable case or statutory law. Each filled. Each of us acknowledges that this	LESSEE TITLE RECEIPT ing of this lease, that these. NAME OF LESSEE TITLE NTY essee's obligations as signewal or modification formance of the lease. It under the lease and ar remedy in the lessor's of us agrees that we are signerally increased in the lesses of us agrees that we are signerally increased in the lesses of us agrees that we are signerally increased in the lesses of us agrees that we are signerally increased in the lesses of us agrees that we are signerally increased in the lesses of us agrees that we are signerally increased in the lesses of us agreed that we are signerally increased in the lesses of us agreed that we are signerally increased in the lesses of the le	president e vehicle is equipped a ONENESS INC. Dennis Won president pres	sease. Each of our liabilities is scharge or release of the lessee's rights we may have to (a) d to this guaranty or the lease and to waives any other rights and attorney's fees and costs in			

EXHIBIT E

09/15/2023 8:12:11 AM Page 1

Wong Contract TValue

Compound Period: Monthly

Nominal Annual Rate: 10.630 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/13/2023	70,263.00	1		
2	Payment	10/13/2023	1,225.71	58	Monthly	07/13/2028
3	Payment	08/13/2028	25,000.00	1	,	

AMORTIZATION SCHEDULE - Normal Amortization

	Date		Payment	Interest	Principal	Balance
Lo	an 09/13/2	2023				70,263.00
	1 10/13/2		1,225.71	622.41	603.30	69,659.70
	2 11/13/2		1,225.71	617.07	608.64	69,051.06
	3 12/13/2		1,225.71	611.67	614.04	68,437.02
2023	3 Totals		3,677.13	1,851.15	1,825.98	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	4 01/13/2	2024	1,225.71	606.23	619.48	67,817.54
	5 02/13/2		1,225.71	600.75	624.96	67,192.58
	6 03/13/2		1,225.71	595.21	630.50	66,562.08
	7 04/13/2		1,225.71	589.63	636.08	65,926.00
	8 05/13/2		1,225.71	583.99	641.72	65,284.28
	9 06/13/2		1,225.71	578.31	647.40	64,636.88
	10 07/13/2		1,225.71	572.57	653.14	63,983.74
	11 08/13/2		1,225.71	566.79	658.92	63,324.82
	12 09/13/2	024	1,225.71	560.95	664.76	62,660.06
	13 10/13/2		1,225.71	555.06	670.65	61,989.41
	14 11/13/2		1,225.71	549.12	676.59	61,312.82
	15 12/13/2	024	1,225.71	543.13	682.58	60,630.24
2024	Totals		14,708.52	6,901.74	7,806.78	
	16 01/13/2	025	1,225.71	537.08	688.63	59,941.61
	17 02/13/2		1,225.71	530.98	694.73	59,246.88
	18 03/13/2		1,225.71	524.83	700.88	58,546.00
	19 04/13/2	025	1,225.71	518.62	707.09	57,838.91
:	20 05/13/2	025	1,225.71	512.35	713.36	57,125.55
- 1	21 06/13/2	025	1,225.71	506.03	719.68	56,405.87
2	22 07/13/2	025	1,225.71	499.66	726.05	55,679.82
2	23 08/13/2	025	1,225.71	493.23	732.48	54,947.34
2	24 09/13/2	025	1,225.71	486.74	738.97	54,208.37
2	25 10/13/2	025	1,225.71	480.19	745.52	53,462.85
2	26 11/13/2	025	1,225.71	473.59	752.12	52,710.73
	27 12/13/2	025	1,225.71	466.93	758.78	51,951.95
2025	Totals		14,708.52	6,030.23	8,678.29	
2	28 01/13/2	026	1,225.71	460.20	765.51	51,186.44

09/15/2023 8:12:11 AM Page 2

Wong Contract TValue				
Date	Payment	Interest	Principal	Balance
29 02/13/2026	1,225.71	453.42	772.29	50,414.15
30 03/13/2026	1,225.71	446.58	779.13	49,635.02
31 04/13/2026	1,225.71	439.68	786.03	48,848.99
32 05/13/2026	1,225.71	432.72	792.99	48,056.00
33 06/13/2026	1,225.71	425.69	800.02	47,255.98
34 07/13/2026	1,225.71	418.61	807.10	46,448.88
35 08/13/2026	1,225.71	411.46	814.25	45,634.63
36 09/13/2026	1,225.71	404.24	821.47	44,813.16
37 10/13/2026	1,225.71	396.97	828.74	43,984.42
38 11/13/2026	1,225.71	389.63	836.08	43,148.34
39 12/13/2026	1,225.71	382.22	843.49	42,304.85
2026 Totals	14,708.52	5,061.42	9,647.10	
40 01/13/2027	1,225.71	374.75	850.96	41,453.89
41 02/13/2027	1,225.71	367.21	858.50	40,595.39
42 03/13/2027	1,225.71	359.61	866.10	39,729.29
43 04/13/2027	1,225.71	351.93	873.78	38,855.51
44 05/13/2027	1,225.71	344.19	881.52	37,973.99
45 06/13/2027	1,225.71	336.38	889.33	37,084.66
46 07/13/2027	1,225.71	328.51	897.20	36,187.46
47 08/13/2027	1,225.71	320.56	905.15	35,282.31
48 09/13/2027	1,225.71	312.54	913.17	34,369.14
49 10/13/2027	1,225.71	304.45	921.26	33,447.88
50 11/13/2027	1,225.71	296.29	929.42	32,518.46
51 12/13/2027	1,225.71	288.06	937.65	31,580.81
2027 Totals	14,708.52	3,984.48	10,724.04	
52 01/13/2028	1,225.71	279.75	945.96	30,634.85
53 02/13/2028	1,225.71	271.37	954.34	29,680.51
54 03/13/2028	1,225.71	262.92	962.79	28,717.72
55 04/13/2028	1,225.71	254.39	971.32	27,746.40
56 05/13/2028	1,225.71	245.79	979.92	26,766.48
57 06/13/2028	1,225.71	237.10	988.61	25,777.87
58 07/13/2028	1,225.71	228.35	997.36	24,780.51
59 08/13/2028	25,000.00	219.49	24,780.51	0.00
2028 Totals	33,579.97	1,999.16	31,580.81	
Grand Totals	96,091.18	25,828.18	70,263.00	

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EXHIBIT F

iMessage Thu, Aug 10 at 11:24 AM

Hi again Telicia! This is Shaniqua from Fisker, I noticed that you have chosen to finance your vehicle however, I do not see that you have completed financing in your Fisker App. Have you encountered any issues with the site/app? Will you be financing with a 3rd party? Just checking in, we want to ensure that your purchase process is as smooth as possible!

Yes had issue with the site

Very confusing and difficult

I will reach out later

Ok, I will be happy to help when you're ready

Fri, Aug 11 at 9:16 AM

Hi Telicia! I am following up with you regarding applying for financing. Your vehicle is in the US and will be ready for delivery soon. We need to get you through the financing process if you still plan to finance through Fisker.

Fri, Aug 18 at 3:45 PM

Hi Shaniqua good afternoon. Did Andrew from finance reach out to you?

Hello! Yes, I asked him to send information to me via email for me to review. However I have not received it. I will give him a call now

Do you have his number?

AP

Thank you

Hi this is Telicia please call me

Mon, Aug 28 at 4:33 PM

Hi Shaniqua want to make sure you saw my email. I'm heading out of town and want to finalize before I leave

Hi! Yes! I've been in meetings today. I saw your email, it is my goal to have your signing complete before you leave for vacation

Sat, Sep 16 at 11:01 AM

Hi Shaniqua this is Telicia and Dennis. When are we getting the car delivered?

Hi Telicia! I will verify that we have received payment on Monday and we will schedule delivery at that time.

Oh I had thought Amazon sent the wire confirmation already

They sent the confirmation that they sent it. But I will need to confirm that we have received it. Wire transfers typically take 24-48 hours

Mon, Sep 18 at 1:23 PM

Hi Shaniqua Good Afternoon. When will the car be delivered?

Hi Telicia, happy Monday! As previously stated on Saturday, I will need to confirm receipt of the wire transfer to our account. Once I can confirm we have payment. I will schedule delivery.

Hi Shaniqua you have not confirmed yet? It's already afternoon. I know you are busy but I kindly ask that you get back to me today with a delivery time

Tue, Sep 19 at 9:57 AM

Case 24-11390-TMH Doc 1203 Filed 12/22/25 Page 23 of 60 Hi Telicia! I have confirmed that we received payment.

You should now be able to log in on the Fisker site, confirm that your payment method was cash and move forward to schedule delivery.

Please let me know if you have any questions.

The site doesn't work



It is a big white page

After I put in my username and password

Tue, Sep 19 at 11:34 AM

Can you try a different browser?

Both same issue

Google and safari

12:25



Even from mobile

Ok. Sent this issue to my IT department

So I have to wait for a website IT department in order for me to login to the website so I can get delivery of my car?

Really?

Do you have a moment to join a call with our IT team?

yes :

Great, I will send a teams meeting invite to you now.

ok im sitting in teams

Wed, Sep 20 at 11:30 AM

Hi Telicia! I have your delivery scheduled for tomorrow. When I have your exact time window I will be in touch!

Hi Shaniqua thank you let me know

Thu, Sep 21 at 7:53 AM

Hi good morning. What time is the delivery today?

Thu, Sep 21 at 11:12 AM

Hi Telicia, it is today between 12p-4p



Thu, Sep 21 at 12:56 PM



Damage 👆



On the car

On the tailgate

We only get 1 key

Yes

Only got 1 key

Only comes with 1 key?

Yes. The vehicle comes with one key

If we misplace the key or a valet loose it then what happens?

We can't start the car?

Shaniqua the car has 280 miles on it

Thu, Sep 21 at 3:33 PM



Delivered

EXHIBIT G

From: telicia lander telicia@mail.com Subject: Delivery, Repairs Date: October 1, 2023 at 5:18 PM To: support@fiskerinc.com

To whom it may concern,

I reached out to support and no one has responded.

When I took delivery of the car there was some damage

Also the key I have to press 4-5 times to open and close the car

The dashboard display lost the display information when parking and I scratched my tire rim, I did not see how close I was to the curb.

I need some help and service repairs

Can someone please call me

626-622-6880

Telicia Lander

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EXHIBIT H

iMessage Fri, Feb 23 at 1:33 PM

1315 Fairlawn Way, Pasadena, CA 91105

Delivered

Fri, Feb 23 at 3:06 PM

Technician: Jimmy Jgage@fiskerinc.com

Manager, Service

msafouri@fiskerinc.com www.fiskerinc.com

<IMG 3609 9333afc7-

f856-4d6b-92ed-30669d6a4ce1.png> <036 sm fb a1347472-45be-4a0b-af83-b901fa688c57.png>
<036 sm in 468e365e-e301-4c97-a0b4-805cb9a8926e.png>
<036 sm twitter ead36a19-13db-46c4-9186-b34bea9f203c.png>

<036 sm instagram 9927e091-e056-4b30-a2b6-</p>

e681664c9634.png> <<u>App-Store-Badge_5fb0c327-dfb1-45e9-8fab-0503049885d7.png> <google-play-badge_61775ef0-21f3-473c-baa4-01fe66e796b3.png></u>

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From: telicia lander < telicia@mail.com>
Sent: Thursday, February 29, 2024 1:54 PM
To: Mike Safouri < msafouri@fiskerinc.com>

Subject: Re: #2562 service appt [thread::ku35ilYyLSW6ggevdq3CfC8::]

You don't often get email from telicia@mail.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mike

Good afternoon

I can schedule next week

Can you call me please so I know the logistics of the process and how long we will be without a car

Thank You 626-622-6880

Dennis Wong and Telicia Lander

On Feb 28, 2024, at 4:35 PM, Mike Safouri <msafouri@fiskerinc.com>

wrote:

Hello,

My name is Mike Safouri and I am the Service Manager for Fisker Huntington Beach.

I would like to set a service appointment for your vehicle.

Regards,

MIKE SAFOURI SERVICE MANAGER FISKER INC.

msafouri@fiskerinc.com www.fiskerinc.com



thread::ku35ilYyLSW6ggevdq3CfC8::

EXHIBIT I

From: telicia lander telicia@mail.com

Subject: Re: #2562 service appt [thread::ku35ilYyLSW6ggevdq3CfC8::]

Date: February 29, 2024 at 3:39 PM
To: Mike Safouri msafouri@fiskerinc.com

Thank you

On Feb 29, 2024, at 2:21 PM, Mike Safouri <msafouri@fiskerinc.com> wrote:

Hello,

I have booked your service appointment on Tuesday 3/12/24 @ 9am in Huntington Beach. Once you arrive a available technician will greet you with his tablet to open your repair order, please let him know at that time any item you need addressed.

Please see the service center address below.

Regards,

14422 Astronautics Ln. Huntington Beach, CA 92647

Mike Safouri Manager, Service

msafouri@fiskerinc.com

www.fiskerinc.com

<IMG_3609_9333afc7f856-4d6b-92ed-30669d6a4ce1.png> ≤036 sm fb a1347472-45be-4a0b-af83-b901fa688c57.png≥
≤036 sm in 468e365e-e301-4c97-a0b4-805cb9a8926e.png≥
≤036 sm twitter ead36a19-13db-46c4-9186-b34bea9f203c.png≥
≤036 sm instagram 9927e091-e056-4b30-a2b6-e681664c9634.png≥ <App-Store-Badge 5fb0c327-dfb1-45e9-8fab-0503049885d7.png≥ <google-play-badge 61775ef0-21f3-473c-baa4-01fe66e796b3.png≥</p>

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From: telicia lander <<u>telicia@mail.com</u>> **Sent:** Thursday, February 29, 2024 2:12 PM **To:** Mike Safouri <<u>msafouri@fiskerinc.com</u>>

Subject: Re: #2562 service appt [thread::ku35ilYyLSW6ggevdq3CfC8::]

You don't often get email from telicia@mail.com. Learn why this is

important

CAUTION: This email originated from outside of the

organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mike

Please book the appointment for Tuesday 3/12/23 at 9am

I need the address for the service center

Also who is the contact there?

Thank You Telicia Lander & Dennis Wong 626-622-6880

On Feb 29, 2024, at 1:56 PM, Mike Safouri <msafouri@fiskerinc.com> wrote:

Hello,

We now have the parts to correct the a/c vent concern, however this service can only be done in our service center.

Mobile service can not handle the repair of this nature.

I would also like to address any other concerns you may have so please inform the technician of all items you need addressed on the day you drop off your vehicle so the items can be written on the actual repair order.

Please do not rely on any previous case notes or emails as items may get missed and not taken care of.

We anticipate having your vehicle here for 2-3 days and will gladly issue you Lyft ride credits as transportation back home on the day you drop off your vehicle and again "Upon Request" on the day your vehicle is ready for pick up.

Unfortunately we do not have any service loaners or rental vehicles to provide anyone.

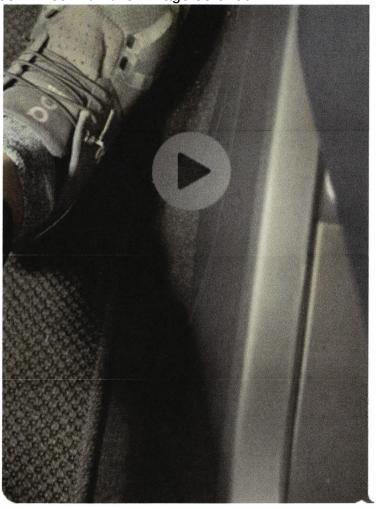
At this time my first available appointment is Tuesday 3/12/24 @ 9am in Huntington Beach.

Please let me know if this works for you so I can book your appointment.

Regards,

Mike Safouri

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It actually has sounded a lot louder and rattle louder but didn't capture. This is just a little bit of it

Delivered

EXHIBIT J

iMessage Tue, Mar 12 at 9:19 AM

pvongvilay@fiskerinc.com	
	This is Telicia and Dennis wong
Preston Vongvilay	
Fri, Mar 15 at 9:29 AM	1
	Hi Preston
	Good morning
	I need to Lyft to pick up the car
	Can you send me a Lyft pass
Will do!	
	Thanks I will check for it now?
i'll send you a response when it's sent, the app it's taking a bit to load right now	
	Ok
just sent it	
let me know if you've received it	
	Ok let me check now
Yes	got it will be there at about <u>11am</u>
see you soon	
Do you have the name of dings	company and contact that fix the
i have one for wheel repair which they are mobile friendly, and as far as dents and dings we go throug	jh

Case 24-11390-TMH Doc 1203 Filed 12/22/25 Page 38 of 60 dent wizard. dent wizard is very popular in that field and very experienced



I'm here outside

Hi I'm still outside

Can you come back have a question with the phone connected

im going to have Sal come out very soon

Ok :

Sat, Mar 30 at 1:56 PM

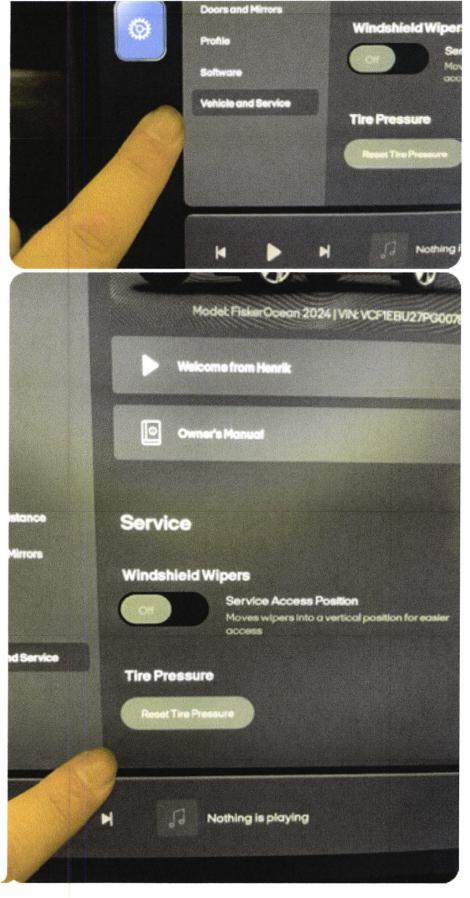
Hi Preston hope all is well and having a nice weekend

I want to report when I let off the pedal in the video below I can hear rattling and under my foot I feel vibration of the rattle.

I tried to capture it so you can understand 👇







Sat, Mar 16 at 11:00 AM

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Saturday 6:28 PM

Hi Sal wanted to know are you still working for Fisker and how can I get service on my ocean?

- Sorry I'm no longer with Fisker
- But I heard the have partner dealers now

Ok that's good if you know info to pass on let me know

Delivered

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Thu, Mar 14 at 3:43 PM

Your vehicle is ready if you want to pick up in the morning

I'll have the vehicle washed and fully charged

Thu, Mar 14 at 5:01 PM

Hi sal ok yes will pick up tomorrow. What time do you open

8:30

Ok. We have a ding on the right back side of the car. Preston mentioned he has a company that does dings?

After 2.0 did it fix all the other issues?

Thu, Mar 14 at 6:23 PM

Yes

There's also another update coming for ADAS soon

Oh that's good. The new ADAS update we can have done at our home? We won't need to come back down?

Will be OTA

From what I know as of now

Ok what does OTA stand for?

Over the air

Ah ok 👍

Like your phone would get

Make sense

Do you know the ding company?

EXHIBIT J_2

iMessage Wed, Mar 13 at 10:12 AM

Good morning this is Sal from Fisker I'll be the technician working on your vehicle, I'll keep you updated on progress of your vehicle. Currently working on your AC vents and limo mode controls.

Hi Sal thanks for the update

What is limo mode control?

For the rear ac controls

Ah ok

Wed, Mar 13 at 3:53 PM

Afternoon another quick update your AC vents and rear AC controls are fixed as well as your concern for unable to put vehicle into gear

Will be working on the rest next.

Thu, Mar 14 at 10:00 AM

Good morning this is Sal from Fisker just a quick update I'm currently trying to get 2.0 installed I'll let you know after 2pm how it goes following test drive

Great good morning

And got the tailgate panel as well

Thu, Mar 14 at 12:04 PM



2.0 is installed I'll do a test drive after I come back from lunch

Ok I'll check with Preston thanks for all your updates and help with fixing the car

Fri, Mar 15 at 11:57 AM



Is the passenger air bag supposed to be off

I'm by myself

Does it come on auto when passengers inside

Fri, Mar 15 at 1:11 PM

It's suppose to be off because no one is there

I also have another issue. When i stopped at a light and when i was on the freeway stopped in traffic, the car automatically put itself in park. I had to take it off off park and put it back in drive

I haven't seen that

Ok im letting you know its doing that now

Ok

I'll check on that

Thank you

One more question. I got a tire pressure low warning. How can i find out what tire is low? It only shows the warning on the screen but not what tire

Sat, Mar 16 at 8:00 AM

Sorry took a while but here's the pictures to follow for the tire light your tires aren't low it's just a bug in the software 2.0 did reset some items back to factory settings this is one of them

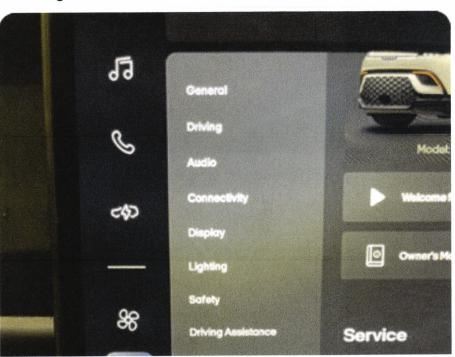


EXHIBIT K

From: telicia lander telicia@mail.com
Subject: Request for Buyback of Defective Vehicle

Date: June 18, 2024 at 7:06 PM To: info@fiskerinc.com

Telicia Lander & Dennis Wong 556 S Fair Oaks Ave #278 Pasadena, Ca 91105 Telicia@mail.com 626-622-6880

6/18/24

Fisker Inc. 1888 Rosecrans Ave Manhattan Beach, CA 90266

Request for Buyback of Defective Vehicle - Order Number: OC-HQCRF

Dear Fisker Corporate,

I am writing to formally request a buyback of my Fisker Ocean One vehicle, which I leased in September 2023. Since the commencement of my lease, I have encountered numerous persistent issues with the vehicle, which have significantly impacted my experience and trust in the product.

From the outset, there were complications in scheduling the delivery, which required extensive interaction with your IT department. Upon delivery, the vehicle had visible damage on the tailgate, the back seat screen was non-functional, and the key fob was defective, necessitating multiple attempts to unlock the car. Subsequently, the dashboard display malfunctioned, rendering the camera unusable.

A software update in the middle of the night triggered the car alarm, which could not be turned off, causing significant inconvenience. Despite several attempts to have your technicians address the display and other issues, the problems persisted, including the air conditioning and heating system not functioning correctly.

Further complications arose when the vehicle had to be taken to Huntington Beach for service due to gear shift issues, numerous warning lights, and automatic engagement of the park mode when stopping.

problems with the car's systems.

As outlined in our Order Agreement, which includes a binding arbitration provision, I am entitled to request a buyback of the vehicle due to these ongoing issues. My attorney has advised me to seek a buyback based on the persistent and unresolved defects that render the vehicle unreliable and unsafe.

I request that Fisker Corporate initiate the buyback process as stipulated in the agreement. Please contact me at your earliest convenience to discuss the necessary steps to proceed with this request. I can be reached via email at [your email address] or by phone at [your phone number].

Thank you for your prompt attention to this matter. I look forward to a swift resolution.

Sincerely,

Telicia Lander 626-622-6880 From: FISKER INC noreply@fiskerinc.com

Subject: Case: 00234292
Date: June 18, 2024 at 7:06 PM
To: telicia@mail.com





Dear Sir/Madam

Thank you for reaching out to us Your case 00234292 has been successfully received.

Our team is committed to assisting you and will respond within 1-3 business days. If you require immediate assistance, kindly engage in a live chat with a Radgiver from 7am to 7pm PST.

Note: Please refrain from creating multiple tickets regarding the same issue, as it may delay response times for both you and other valued customers.

Thank you for your understanding and patience.

Best regards,

Fisker Team

FISKER















Vehicle Detail Search - 2023 FISKER OCEAN | NHTSA

5/25/25, 12:00 PM

EXHIBIT L

Look up another vehicle

Year Make Model or VIN

go

VEHICLE COMPARISON TOOL

Compare safety information

2023 **FISKER OCEAN**



IMAGE NOT AVAILABLE

6

RECALLS

INVESTIGATIONS 4

COMPLAINTS

831

OVERALL SAFETY RATING

Recalls & Safety Issues.

This is a record of safety issues for vehicles of this year, make, model and trim. If you are a vehicle owner, search for recalls by your Vehicle Identification Number (VIN). The vehicle identification number tells you if your car is affected.

Learn about our recall process →

5/25/25, 12:00 PM

Have a safety problem?

Report a problem with your vehicle, tires, car seats or other equipment. We review every problem as we work to keep our roads safe.

Report a safety problem →

Find recalls **by VIN**.

Every vehicle has a unique VIN. Enter a VIN to learn if a specific vehicle needs to be repaired as part of a recall.

SEARCH BY VIN

Recall information from this VIN lookup tool is provided by the manufacturer conducting the recall. NHTSA does not record VIN information or results provided through this tool.

COMPLAINTS

RECALLS

INVESTIGATIONS

MANUFACTURER COMMUNICATIONS

6 Recalls

for 2023 FISKER OCEAN

FILTER RECALLS BY AFFECTED COMPONENTS

All (6)

ELECTRICAL SYSTEM (3) SERVICE BRAKES, ELECTRIC (1)

SERVICE BRAKES, HYDRAULIC; AUTOHOLD BRAKE SYSTEM/BRAKE HOLD (1) STRUCTURE (1)

Transmission Error Can Allow Vehicle Roll Away	
Software Update Repairs Recall	
A vehicle roll away increases the risk of a crash or injury.	
August 20, 2024 NHTSA CAMPAIGN NUMBER: 24V623000	
Unexpected Reduction In Regenerative Braking Software Update Repairs Recall	
Decreased braking performance can extend the distance required to stop, increasing the risk of a crash.	
July 2, 2024 NHTSA CAMPAIGN NUMBER: 24V499000 Water Pump Failure Can Cause Loss of Drive Power A sudden loss of drive power increases the risk of a crash.	0
June 20, 2024 NHTSA CAMPAIGN NUMBER: 24V466000 Door Handles Can Stick and Fail to Open	0
A door that fails to open can prevent occupants from exiting in an emergency, increasing the risk of injury.	
June 5, 2024 nhtsa campaign number: 24V405000	

Incorrectly Displayed Warning Lights/FMVSS 135,101

Software Update Repairs Recall

Warning lights that do not display correctly can fail to alert the driver to critical safety information, increasing the risk of a crash or injury.

← prev

Page 1 of 2

next →

Recently Searched

2023 FISKER OCEAN

Not been rated
OVERALL SAFETY RATING



IMAGE NOT AVAILABLE

Case 24-11390-TMH Doc 1203 Filed 12/22/25 Page 53 of 60

EXHIBIT M

From: Ocean Loop oceanloop@fiskerinc.com Subject: Fisker Ocean Recalls/Reimbursements

Date: May 23, 2025 at 7:07 PM

To: OceanLoopNA OceanLoopNorthAmerica@fiskerinc.com

Dear Ocean Owners:

Enrollment for repair as well as reimbursement for published NHTSA (https://www.nhtsa.gov/vehicle/2023/FISKER/OCEAN#recalls) recalls on the model year 2023 Fisker Ocean is now open until August 31st 2025.

If your vehicle is in need of recall related work performed please email oceanrecalls@fiskerinc.com and include your vehicle identification number, full name address and phone number. You will be contacted and scheduled for required repairs.

If you have previously had recall related work on your Ocean performed by a third party repair provider and seek reimbursement, please email oceanrecallrefunds@fiskerinc.com and include your vehicle identification number, full name address and phone number. Please include receipts clearly demonstrating the work performed and the repair center who performed them. You will be contacted for reimbursement processing as soon as possible.

Thank you

From: telicia lander telicia@mail.com Subject: Re: Ocean Refunds Date: June 30, 2025 at 6:38 PM

To: OceanRecallRefunds oceanrecallrefunds@fiskerinc.com

Cc: oceanrecalls@fiskerinc.com

Yes at least 8 to 10 times now

No response

I have a 2023 Fisker Ocean in need of recall work.

The VIN# VCF1ZBU22PG002562

Name: Telicia Lander & Dennis Wong

Phone: 626-622-6880

Mailing Address: 115 W California Blvd. #222, Pasadena, CA 91105

Looking forward to your contact

On Jun 30, 2025, at 2:50 PM, OceanRecallRefunds < oceanrecallrefunds@fiskerinc.com wrote:

Hello Telicia

Have you reached out to <u>oceanrecalls@fiskerinc.com</u>?

From: telicia lander < telicia@mail.com > Sent: Monday, June 16, 2025 12:31 PM

To: OceanRecallRefunds < oceanrecallrefunds@fiskerinc.com >

Subject: Re: Ocean Refunds

You don't often get email from

<u>telicia@mail.com</u>. <u>Learn why this is</u> <u>important</u>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern

I received this email below. I have not submitted any refund

I am trying to get a hold of someone to book the recall service on my vehicle

Can someone please call me...see info below

I have a 2023 Fisker Ocean in need of recall work.

The VIN# VCF1ZBU22PG002562

Name: Telicia Lander & Dennis Wong

Phone: 626-622-6880

Mailing Address: 115 W California Blvd. #222, Pasadena, CA

91105

Looking forward to your contact

On May 30, 2025, at 5:07 PM, OceanRecallRefunds coeanrecallrefunds@fiskerinc.com wrote:

Thank you for your submission. Our team will review your recall refund request and get back to you with further details as quickly as possible.

Thank you

EXHIBIT N

From: Dennis dwyorhealth@gmail.com
Subject: Fwd: Receipt from Premium Autoworks

Date: August 1, 2025 at 5:48 PM

To: Sandy Balbaneda sandy.balbaneda@gmail.com, telicia lander telicia.lander@gmail.com



this is the recipe for the Fisker recall work, change the water pump, seal the wiring in the front ϵ rear of the car and change battery.

Sent from my iPhone

Begin forwarded message:

From: Premium Autoworks <messenger@messaging.squareup.com>

Date: August 1, 2025 at 1:55:02 PM PDT

To: dwyorhealth@gmail.com

Subject: Receipt from Premium Autoworks

Reply-To: Premium Autoworks via Square

<CAESQhIAGjRyX21memhldGJ6aGZtdXU0YnJsZmN1b3p6d25IM2V1cTNuaWppaHN0M2tnY

reup.com>

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Premium Autoworks







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Aug 1 2025 at 1:54 PM

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WILMINGTON, DE SHIP DATE: 1

ACTWGT: 1.00 Lb SP:PD:100:Y

CAD: 110936070/INET455

197FRI 12/19 07:59 124 N MARKET ST

19801-3024-99

BILL SENDER

TO CLERK OF THE COURT, US BANKRUPTCY COURT, DISTRICT OF DELAWARE **824 N. MARKET STREET** WILMINGTON DE 19801 (999) 999-9999 INV: PO:

REF: CASE NO. 24-11390 (TMH)







19 DEC 5:00P

** 2DAY **

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SAZWIA

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