Docket #1380 Date Filed: 08/26/2026

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

2026 AUG 26 P 2:47

In re: Chapter 11

FISKER INC., et al., Case No. 24-11390 (TMH)

Debtors. (Jointly Administered)

**Hearing Date:**

**October 13, 2026 at 11:00 a.m. (ET)**

**Response Deadline:**

**September 8, 2026 at 4:00 p.m. (ET)**

**RESPONSE OF ALPAY UGUZ TO LIQUIDATING TRUSTEE'S TWENTY-FIRST OMNIBUS OBJECTION (NON-SUBSTANTIVE) PURSUANT TO 11 U.S.C. § 502, FED. R. BANKR. P. 3007 AND LOCAL RULE 3007-1 TO CERTAIN (I) NO LIABILITY CLAIMS; (II) AMENDED AND SUPERSEDED CLAIMS; (III) LATE-FILED CLAIMS; AND (IV) EQUITY CLAIMS**

**[Docket No. 1377]**

**WITH RESPECT TO PROOF OF CLAIM NO. 1031**

24113902608260000000000001

**RE: PROOF OF CLAIM NO. 1031**

Alpay Uguz ("Claimant"), appearing pro se, respectfully submits this Response to the Liquidating Trustee's Twenty-First Omnibus Objection (Non-Substantive) Pursuant to 11 U.S.C. § 502, Fed. R. Bankr. P. 3007 and Local Rule 3007-1 to Certain (I) No Liability Claims; (II) Amended and Superseded Claims; (III) Late-Filed Claims; and (IV) Equity Claims [Docket No. 1377] (the "Objection"), solely with respect to Proof of Claim No. 1031 (the "Claim"), and respectfully states as follows:

**STATEMENT OF FACTS**

1. Claimant was employed by Fisker Group Inc. pursuant to an Offer Letter dated July 2, 2022 (the "Offer Letter").

2. The Offer Letter provided Claimant with an annual base salary of $420,000.00. The Offer Letter further provided that, in the event Claimant's employment was terminated by the Company without Cause after the first six months of employment, Claimant would be entitled to severance equal to six months of Claimant's then-current base salary.

3. Six months of Claimant's $420,000.00 annual base salary equals $210,000.00.

4. Claimant began his employment with Fisker Group Inc. on July 14, 2022, and remained employed for nearly two years.

5. Claimant's employment was terminated by Fisker Group Inc. effective June 28, 2024 as part of a group termination program and/or reduction-in-force. Claimant was not informed that his termination was for Cause.

6. Following communications concerning Claimant's separation, Fisker Group Inc. provided Claimant with the final Severance and General Release Agreement bearing a July 19, 2024 letter date. The Agreement is attached as Exhibit B.

7. The Severance Agreement expressly preserved Claimant's right to assert a bankruptcy claim for the six-month severance benefit contained in the Offer Letter.

8. Specifically, Section 2 of the Severance Agreement provides that nothing in that paragraph limits Claimant's right to file a claim in U.S. Federal Bankruptcy Court for a severance payment equal to six months' base salary as specified in the July 2, 2022 Offer Letter.

9. Section 4 of the Severance Agreement separately and again provides that nothing in that paragraph limits Claimant's right to file a claim in U.S. Federal Bankruptcy Court for a severance payment equal to six months' base salary as specified in the July 2, 2022 Offer Letter.

10. Section 6(c), entitled "Exceptions," further provides that nothing in the Severance Agreement limits Claimant's right to file a claim in U.S. Federal Bankruptcy Court for a severance payment equal to six months' base salary as specified in the July 2, 2022 Offer Letter.

11. The Severance Agreement separately provides for one week of pay in the amount of $8,124.22, subject to applicable withholdings. This one-week payment is separate from the six-month severance claim expressly preserved for assertion in bankruptcy. (Ex. B § 4; Ex. F.)

12. The Severance Agreement further states that Claimant's termination was due, at least in part, to a group termination program and/or reduction-in-force ("RIF"). Attachment A to the Severance Agreement identifies the position of SVP, Manufacturing as "Selected for Termination: Offered Severance Package."

13. Claimant executed the final Severance Agreement on July 22, 2024.

14. On August 23, 2024, Claimant filed Proof of Claim No. 1031 in the amount of $210,000.00 based upon unpaid salary and severance and identified $15,150.00 as entitled to priority under 11 U.S.C. § 507(a)(4). (Ex. C.)

15. The Liquidating Trustee now seeks to disallow and expunge Claim No. 1031 in its entirety on the asserted basis that Claimant received $11,460.98 on October 15, 2024 and that, pursuant to the Severance and General Release Agreement, no amounts remain outstanding.

16. On October 15, 2024, Fisker paid $15,150.00 gross through payroll, the exact amount identified as the priority portion of Claim No. 1031. After applicable deductions and withholdings, Claimant received $11,460.98. The October 15, 2024 Earnings Statement identifies gross "Severance" of $15,150.00. (Exs. C, E.)

17. After application of the $15,150.00 gross payment, $194,850.00 of Claimant's six-month severance claim remains unpaid.

18. Accordingly, the October 15, 2024 payment reduced Claim No. 1031 but did not satisfy, release, waive, or extinguish the remaining $194,850.00 claim.

## ARGUMENT

### A. The Severance Agreement Expressly Preserves Claim No. 1031

19. Pursuant to 11 U.S.C. § 502(a), a proof of claim filed under section 501 is deemed allowed unless a party in interest objects. Under Fed. R. Bankr. P. 3001(f), a proof of claim executed and filed in accordance with the Bankruptcy Rules constitutes prima facie evidence of the validity and amount of the claim. An objecting party must produce evidence sufficient to negate the prima facie validity of a properly supported claim; if it does so, the ultimate burden of persuasion remains with the claimant. See In re Allegheny Int'l, Inc., 954 F.2d 167, 173–74 (3d Cir. 1992).

20. The Trustee's stated basis for disallowing Claim No. 1031 is that Claimant received a payment of $11,460.98 on October 15, 2024 and that, "[p]ursuant to a Severance and General Release Agreement entered into by the claimant and the Debtors, no amounts are outstanding."

21. The express language of the final Severance Agreement contradicts the assertion that the Agreement extinguished Claimant's six-month severance claim.

22. The Severance Agreement expressly preserves Claimant's right to file a bankruptcy claim for six months' base salary under the July 2, 2022 Offer Letter in three separate provisions: Section 2 ("No Other Monies Owed"), Section 4 ("Severance"), and, most importantly, Section 6(c) ("Exceptions") to the general release.

23. Section 6(c) expressly states that "[n]othing in this Agreement shall limit your right to file a claim in U.S. Federal Bankruptcy Court for a severance payment equal to six months' base salary as specified in your offer letter from the Company dated July 2, 2022."

24. Section 16 of the Severance Agreement does not eliminate the bankruptcy carve-out. Rather, the final integrated Agreement itself expressly contains that carve-out in Sections 2, 4, and 6(c). Under Florida law, a contract is read as a whole and specific provisions control over general provisions. See F.H. Paschen, S.N. Nielsen & Assocs., LLC v. B&B Site Dev., Inc., 311 So. 3d 39, 44 (Fla. 4th DCA 2021). Accordingly, the general integration language in Section 16 cannot reasonably be read to nullify the specific bankruptcy exception contained in the same Agreement. (Ex. B §§ 2, 4, 6(c), 16.)

**B. The October 15, 2024 Payment Does Not Support Disallowance of the Claim in Its Entirety**

25. The Trustee relies upon Claimant's receipt of $11,460.98 on October 15, 2024 as a basis for disallowing Claim No. 1031 in its entirety.

26. Claimant's Proof of Claim expressly identified $15,150.00 as entitled to priority under 11 U.S.C. § 507(a)(4). (Ex. C.)

27. The October 15, 2024 payment therefore corresponds exactly to the $15,150.00 priority amount identified in Claim No. 1031 and does not establish payment of the remaining severance claim. (Exs. C, E.)

28. Separately, the Severance Agreement provides for one week of pay in the amount of $8,124.22, subject to applicable withholdings. The August 14, 2024 Earnings Statement confirms Fisker separately paid exactly $8,124.22 gross ($6,145.97 net) as "Severance." (Exs. B § 4, F.)

29. After application of the $15,150.00 gross payment, $194,850.00 of the six-month severance claim remains unpaid. Accordingly, the October 15, 2024 payment does not provide a basis to disallow and expunge Claim No. 1031 in its entirety.

**C. Claim No. 1031 Should Not Be Disallowed as a "No Liability Claim"**

30. The documentary record establishes a contractual basis for Claim No. 1031. The Offer Letter provides for six months' base salary upon termination by the Company without Cause after six months of employment. Claimant began employment on July 14, 2022 and remained employed until June 28, 2024. (Ex. A § 7(a)(ii); Ex. B § 1; Uguz Decl. ¶¶ 5–6.)

31. The final Severance Agreement confirms that Claimant's termination was due, at least in part, to a group termination program and/or reduction-in-force, and Attachment A identifies the SVP, Manufacturing position as "Selected for Termination: Offered Severance Package." The Agreement expressly preserves the six-month bankruptcy severance claim in Sections 2, 4, and 6(c). (Ex. B §§ 2, 4, 6(c), 7(e) & Attachment A.)

32. Claim No. 1031 is supported by written contractual documentation. The October 15, 2024 gross payment of $15,150.00 corresponds to the priority amount separately identified in Claim No. 1031 and reduces the remaining unpaid claim to $194,850.00; it does not establish that no liability remains. (Exs. C, E.)

33. Accordingly, Claim No. 1031 should not be disallowed and expunged as a "No Liability Claim." Alternatively, any remaining issue concerning the amount, classification, priority, or accounting of payments should be resolved through claim reconciliation rather than expungement of Claim No. 1031 in its entirety.

**D. The Bankruptcy Carve-Out Was Specifically Requested and Incorporated Before Execution**

34. On July 21, 2024, after receiving a version of the Severance Agreement bearing a July 19, 2024 letter date, Claimant requested in writing that Section 6 contain the same bankruptcy protection already included in Sections 2 and 4.

35. Claimant stated: "The release (paragraph 6) should also include the same language used in paragraphs 2 and 4, making clear that I am not releasing the right to pursue a claim in bankruptcy for 6 months' severance as provided in my offer letter." (Ex. D.)

36. Claimant subsequently received and executed the final Severance Agreement on July 22, 2024. Although the final Agreement retained the July 19, 2024 letter date, it incorporated the requested bankruptcy exception directly into Section 6(c). (Ex. B § 6(c).)

37. The final executed version also reflects the other revisions requested in Claimant's July 21 communication, further corroborating that Exhibit B is the revised version provided after those comments notwithstanding its retained July 19 letter date. (Exs. B, D.)

38. Most importantly, the final integrated Agreement itself expressly preserves Claimant's right to file the six-month severance claim in bankruptcy. The July 21 communications corroborate that express contractual language but are not relied upon to alter or supplement the final Agreement.

## RELIEF REQUESTED

39. Claimant respectfully requests that the Court deny the Liquidating Trustee's Twenty-First Omnibus Objection with respect to Proof of Claim No. 1031 and decline to disallow or expunge Claim No. 1031 on the asserted "No Liability" ground.

40. In the alternative, to the extent the Court determines that further reconciliation is necessary concerning the October 15, 2024 payment, the amount of the remaining Claim, or the proper classification or priority of any portion of the Claim, Claimant respectfully requests that Claim No. 1031 remain preserved pending such reconciliation and determination rather than being disallowed and expunged in its entirety.

41. Claimant further requests such other and further relief as the Court deems just and proper.

**WHEREFORE,**

Claimant Alpay Uguz respectfully requests that the Court deny the Objection as to Proof of Claim No. 1031, preserve Claim No. 1031 for allowance and, if necessary, further reconciliation, and grant such other and further relief as the Court deems just and proper.

Dated: August 19, 2026

Respectfully submitted,

Alpay Uguz, Pro Se

1159 SW 57th Street

Cape Coral, FL 33914

Telephone: 864-894-1657

Email: alpay.uguz@gmail.com

Fax: N/A

Claimant – Proof of Claim No. 1031

**CERTIFICATE OF SERVICE**

I, Alpay Uguz, hereby certify that on August 19, 2026, I caused a true and correct copy of the foregoing Response of Alpay Uguz to Liquidating Trustee's Twenty-First Omnibus Objection with respect to Proof of Claim No. 1031, together with the Declaration of Alpay Uguz and Exhibits A through F, to be served upon co-counsel to the Liquidating Trustee at the following addresses:

COLE SCHOTZ P.C.

Justin R. Alberto

Melissa M. Hartlipp

500 Delaware Avenue, Suite 600

Wilmington, DE 19801

ASK LLP

Jason C. DiBattista

Brigette G. McGrath

Rebecca L. Stark

2600 Eagan Woods Drive, Suite 400

St. Paul, MN 55121

ASK LLP

Marianna Udem

60 East 42nd Street, 46th Floor

New York, NY 10165

Service was made by:

[ ] First-Class U.S. Mail, postage prepaid

[X] USPS Priority Mail / Priority Mail Express

[ ] Other: Certified Mail with Electronic Return Receipt

Dated: August 19, 2026

A. Uguz

Alpay Uguz

1159 SW 57th Street

Cape Coral, FL 33914

Pro Se Claimant

Proof of Claim No. 1031

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

2026 AUG 26 P 2:48

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

**Hearing Date:**

**October 13, 2026 at 11:00 a.m. (ET)**

**Response Deadline:**

**September 8, 2026 at 4:00 p.m. (ET)**

**DECLARATION OF ALPAY UGUZ IN SUPPORT OF RESPONSE TO LIQUIDATING TRUSTEE'S TWENTY-FIRST OMNIBUS OBJECTION (NON-SUBSTANTIVE) PURSUANT TO 11 U.S.C. § 502, FED. R. BANKR. P. 3007 AND LOCAL RULE 3007-1**

**[Docket No. 1377]**

**WITH RESPECT TO PROOF OF CLAIM NO. 1031**

I, Alpay Uguz, declare as follows:

1. I am the claimant and holder of Proof of Claim No. 1031. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to them.

2. I was employed by Fisker Group Inc. pursuant to an Offer Letter dated July 2, 2022.

3. A true and correct copy of my July 2, 2022 Offer Letter is attached to my Response as Exhibit A.

4. The Offer Letter provided for an annual base salary of $420,000.00 and provided for six months' base salary in the event of termination by the Company without Cause after six months of employment.

5. I began my employment with Fisker Group Inc. on July 14, 2022, and remained employed for nearly two years until my employment ended on June 28, 2024.

6. I was terminated by Fisker Group Inc. as part of a group termination program and/or reduction-in-force. I was not informed that my termination was for Cause.

7. Following my termination, Fisker agreed to provide one week of pay in the amount of $8,124.22, subject to applicable withholdings. This one-week payment was separate from the six-month severance claim expressly preserved for assertion in bankruptcy. A true and correct copy of the August 14, 2024 Earnings Statement is attached to my Response as Exhibit F.

8. In an email dated July 21, 2024, I specifically requested that paragraph 6 of the Severance Agreement contain the same bankruptcy-related protection that had already been included in paragraphs 2 and 4.

9. A true and correct PDF copy of the relevant email correspondence is attached to my Response as Exhibit D.

10. I subsequently received the final Severance and General Release Agreement dated July 19, 2024. The final Agreement included the bankruptcy-related language in Sections 2 and 4 and also included the bankruptcy exception in Section 6(c), entitled "Exceptions."

11. I executed the final Severance and General Release Agreement on July 22, 2024.

12. A true and correct copy of the final Severance and General Release Agreement is attached to my Response as Exhibit B.

13. On August 23, 2024, I filed a Proof of Claim asserting a claim in the amount of $210,000.00 based upon unpaid salary and severance.

14. My Proof of Claim identified $15,150.00 as entitled to priority under 11 U.S.C. § 507(a)(4).

15. A true and correct copy of my filed Proof of Claim is attached to my Response as Exhibit C.

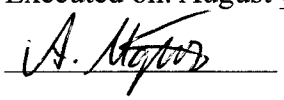
16. On October 15, 2024, Fisker paid $15,150.00 gross through payroll, the exact amount identified in my Proof of Claim as entitled to priority under 11 U.S.C. § 507(a)(4). After applicable deductions and withholdings, I received $11,460.98. A true and correct copy of the October 15, 2024 Earnings Statement is attached as Exhibit E.

17. After application of the $15,150.00 gross payment, $194,850.00 of the six-month severance claim remains unpaid.

18. I did not execute any subsequent agreement waiving the bankruptcy exception contained in the final Severance and General Release Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: August 19, 2026



Alpay Uguz

1159 SW 57th Street

Cape Coral, FL 33914

Telephone: 864-894-1657

Email: alpay.uguz@gmail.com

# EXHIBIT A

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Offer Letter

dated July 2, 2022

Fisker Group Inc. and Alpay Uguz

Referenced in Response to Objection

Proof of Claim No. 1031

July 2, 2022

Alpay Uguz

Dear Alpay:

Fisker Group Inc. (the "Company" or "Fisker" ) is pleased to offer you employment with the Company on the terms described below. This offer supersedes the offer provided to you and accepted by you in September 2021.

1. **Engagement; Position and Duties.**

**(a) Position and Duties.** This offer is for the Senior Vice President, Global Manufacturing role initially reporting to the CEO. You agree to work remotely out of your home in South Carolina. You shall devote best efforts, skills and abilities, on a full-time basis, exclusively to the Company's business. By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company as of the Start Date.

**(b) Performance of Services for Related Companies.** In addition to the performance of services for Company, you shall, to the extent so required by Company, also perform services for one or more members of a consolidated group of which Company is a part ("Related Company"), provided that such services are consistent with the kind of services you perform or may be required to perform for Company under this Agreement. If you perform any services for any Related Company, you shall not be entitled to receive any compensation or remuneration in addition to or in lieu of the compensation and remuneration provided under this Agreement on account of such services for the Related Company.

2. **Offer and Start Date Contingencies.** Your anticipated start date is July 11, 2022. This date and your offer are contingent on the following: 1) USCIS approval of your pending I-140 (SRC2190243340) and I-765 (MSC2191636062) cases; 2) confirmation that your Form I-485 case (MSC2191636060) has been pending with USCIS for at least 180 days; and 3) your successful filing of Form I-485 Supplement J to port your green card case to Fisker pursuant to American Competitiveness in the Twenty-First Century Act of 2000 ("AC21").

3. **Base Salary.** You will be paid a starting salary at the rate of Four Hundred Twenty Thousand Dollars ($**420,000**) per year (the "Base Salary"), which will be paid in accordance with the Company's standard payroll policies and subject to applicable withholdings and other required deductions.

(a) **One-Time Bonus**. The Company shall provide to you a bonus of Three Hundred Thousand Dollars ($**300,000**) ("One-Time Bonus") to be paid within the first two regularly

scheduled pay roll cycles of the date you start with the Company. If your employment with the Company is terminated prior to the second anniversary of the Start Date for Cause as that is defined Section 7(c) or you resign from the Company prior to the second anniversary of the Start Date, you hereby authorize the Company to deduct the amount of such bonus from monies otherwise due to you and to the extent that the bonus is not so repaid in full, you agree to pay the remaining amount to the Company within 60 days after the effective date of the termination of employment. The One-Time Bonus is subject to applicable taxes and withholdings.

(b) **Employee Bonus**. As a regular employee of the Company, you will be eligible to participate in the employee bonus plans and programs, if any, currently and hereafter maintained by the Company and generally available to similarly situated employees of the Company, subject in each case to the terms and conditions of the plan in question, including any eligibility requirements set forth therein, and the determination of any person or committee administering the plan. Your bonus target in this role will be **50%** of your Base Salary dependent on both company and individual performance, (the "Target Bonus") and will be pro-rated based on your start date. Notwithstanding the foregoing, the Company reserves the right to modify job titles and salaries and to modify or terminate employee bonus from time to time as it deems necessary or appropriate. The Target Bonus is subject to applicable taxes and withholdings.

(c) **Restricted Stock Units.** Subject to the approval of the Committee, you will be granted Restricted Stock Units ("RSUs") with a value of Three Million Six Hundred Thousand Dollars ($ **3,600,000**) provided that you continue in active service with your employer, the Company or an entity of the Company through each vesting date, the RSUs will vest and become exercisable over 4 years at the rate of 25% of the total number of RSUs on the 1-year anniversary of your start date of employment with the Company, with the remaining RSUs vesting in equal amounts on each of the next 12 quarterly (3-month) anniversaries thereafter so that 100% of the RSUs will have vested as of the 4-year anniversary of your start date, subject to your continuous service with the Company through each vesting date. The number of shares of Class A Common Stock subject to your RSUs will be equal to the grant value divided by the closing price per share on the grant date (as reported on the NYSE), rounded down to the nearest whole number. In addition to the terms described above, the RSUs will be subject to the terms and conditions set forth in the Company's 2020 Equity Incentive Plan (the "Plan") and the Company's standard form of RSU agreement, which you will be required to accept.

4. **Employee Benefits.** As a regular employee of the Company, you will be eligible to participate in the employee benefit plans and programs, if any, currently and hereafter maintained by the Company and generally available to similarly situated employees of the Company, subject in each case to the terms and conditions of the plan in question, including any eligibility requirements set forth therein, and the determination of any person or committee administering the plan. Notwithstanding the foregoing, the Company reserves the right to modify job titles and salaries and to modify or terminate benefits from time to time as it deems necessary or appropriate. You shall be reimbursed for business travel incurred in the performance of your duties subject to the Company's policies and procedures in effect from time to time, including that you submit supporting receipts. You will be permitted to fly business

class on any flight over three hour long and shall book said flight(s) through the Company's travel coordinator or agent. You will be provided with a Company vehicle when one becomes available as permitted by manufacturing and delivery time.

5. **Confidential Information and Invention Assignment Agreement; Dispute Resolution Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign (a) the Company's Confidential Information and Invention Assignment Agreement (the "CIIAA"), attached hereto as Attachment A, and (b) the Company's Dispute Resolution Agreement (the "Dispute Resolution Agreement"), attached hereto as Attachment B.

6. **Right to Work.** As required by federal immigration law, you will be required to provide to the company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within 3 business days of your first date of employment, or our employment relationship with you may be terminated. As applicable, you acknowledge the time, effort, and resources that the Company has or will expend in preparing the immigrant and nonimmigrant worker visa, and other documents related to your immigration status and work authorization and the resulting damage should you voluntarily discontinue your employment within 24 months of the start date. Should such an event occur you shall be liable to Company for any and all damages and relief that are allowed by law.

7. **Termination of Employment**. You understand and agree that your employment has no specific term. This Agreement, and the employment relationship, are "at will" and may be terminated by you or by Company with or without cause at any time by notice given orally or in writing. Except as otherwise agreed in writing or as otherwise provided in this Agreement, upon termination of your employment, Company and the Related Companies shall have no further obligation to you, by way of compensation or otherwise, as expressly provided in this Agreement.

**(a) Payments Due Upon Termination of Employment.** Upon termination of your employment with Company at any time and for any reason, in the event of the termination of your employment by Company for Cause, or termination of your employment as a result of death, disability, or resignation, you will be entitled to receive only the severance benefits set forth below, and you will not be entitled to any other compensation, award, or damages with respect to your employment or termination of employment.

**(i) Termination for Cause, Death, Disability, or Resignation.** In the event of the termination of your employment by Company for Cause, or termination of your employment as a result of death, disability, or resignation, you will be entitled to receive payment for all accrued but unpaid salary actually earned prior to or as of the date of termination of your employment, and vacation or paid time off accrued, if any, as of the date of termination of your employment. You will

not be entitled to any cash severance benefits or additional vesting of any stock options or other equity or cash awards.

**(ii) Termination Without Cause.** In the event of termination of your employment by Company without Cause, you will be entitled to six (6) months' base salary if terminated after six (6) months of employment, which may be paid in a lump sum or, at the election of the Company in installments consistent with the payment of Employee's salary while employed by the Company subject to such payroll deductions and withholdings as are required by law. This paragraph shall not apply to termination of your employment by Company if you remain employed by a Related Company.

**(b) Release.** The Company's obligation to make such payments under paragraphs (a)(ii) and (a)(iii) of this Section and provide any other such benefits contemplated herein shall be contingent upon:

(i) Your execution of a release in a form reasonably acceptable to the Company (the "Release"), which Release must be signed and any applicable revocation period with respect thereto must have expired by the 30th day following your termination of employment. The Release will not waive any of your rights, or obligations of the Company or its successor in interest and the Related Companies, regarding: (1) any claims for worker's compensation, state disability or unemployment insurance benefits, or any other claims that cannot be released as a matter of applicable law; (2) rights to any vested benefits under any stock, compensation or other employee benefit plan of the Company; (3) any claims arising after the effective date of the Release. Nothing in the Release or any other agreement between you and the Company will prohibit or prevent you from providing truthful testimony or otherwise responding accurately and fully to any question, inquiry or request for information or documents when required by legal process, subpoena, notice, court order or law (including, without limitation, in any criminal, civil, or regulatory proceeding or investigation), or as necessary in any action for enforcement or claimed breach of this Agreement or any other legal dispute with the Company.

**(c) Definitions.** For purposes of this Section, the following definitions shall apply:

(i) "Cause" shall mean: (A) any material breach by you of any material written agreement between you and the Company; (B) any failure by you to comply with the Company's material written policies or rules as they may be in effect from time to time; (C) Your neglect or persistent unsatisfactory performance of your duties; (D) Your repeated failure to follow reasonable and lawful instructions from the Chief Executive Officer; (E) Your indictment for, conviction of, or plea of guilty or nolo contendre to, any felony or crime that results in, or is reasonably expected to result in, a material adverse effect on the business or reputation of the Company;

(F) You committing or engaging in a material act of theft, embezzlement, dishonesty or fraud, a breach of confidentiality, an unauthorized disclosure or use of inside information, customer lists, trade secrets or other confidential information; (G) Your intentional material damage to the Company's business, property or reputation; (H) Your unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Company; (I) You have improperly induced a vendor or customer to break or terminate any material contract with the Company or its successor or induced a principal for whom the Company or its successor acts as agent to terminate such agency relationship; (J) You willfully engaging in unfair competition with, or otherwise acted intentionally in a manner materially injurious to the reputation, business or assets of, the Company or its successor.

8. **Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of the Company. In addition, while you render services to the Company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company, or in hiring any employees or consultants of the Company.

9. **Taxes, Withholding, and Required Deductions.** All forms of compensation referred to in this letter are subject to all applicable taxes, withholding, and any other deductions required by applicable law.

10. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction, and performance of this letter, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

(b) **Entire Agreement.** This letter, together with the CIIAA and the Dispute Resolution Agreement, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between them, relating to the subject matter hereof.

(c) **Counterparts.** This letter may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

(d) **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents or notices related to this letter, securities of the Company or any of its affiliates, or any other matter, including documents and/or notices required to be delivered to you by applicable securities law or any other law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. You hereby consent to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery, (iii) sign documents electronically, and (iv) participate through an online or electronic system established and maintained by the Company or a third party designated by the Company for any matter specified by the Company, including, without limitation, matters related to Company securities.

If you wish to accept this offer, please sign and date this letter and the attached Confidential Information and Invention Assignment Agreement and Dispute Resolution Agreement and return them to me. As required by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. In addition, the Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, may be contingent upon a clearance of such a background investigation and/or reference check, if any.

We look forward to your favorable reply and to working with you!

Very truly yours,

Human Resources

Alpay Uguz
Alpay Uguz (Jul 3, 2022 07:53 EDT)

Alpay Uguz

07/03/2022
Date

# EXHIBIT B

Severance and General Release Agreement

dated July 19, 2024

Executed by Alpay Uguz on July 22, 2024

Referenced in Response to Objection

Proof of Claim No. 1031

July 19, 2024

Via Email to Alpay Uguz at Alpay.Uguz@gmail.com

Dear Alpay:

This Severance and General Release Agreement (the "Agreement") confirms the agreement between you and Fisker Group, Inc. (the "Company") (together, the "Parties") regarding your separation from the Company and the resolution of any disputes between the Parties.

1. Separation Date. Your last day with the Company was Friday, June 28, 2024 (the "Separation Date").

2. No Other Monies Owed. You acknowledge and agree that you have been timely paid all wages as required by applicable law. You acknowledge and agree that, prior to the execution of this Agreement, you were not entitled to receive any further payments or benefits from the Company, and the only payments and benefits that you are entitled to receive from the Company in the future are those specified in this Agreement. You understand that you were subject to the Company's flexible time off policy and you acknowledge and agree that, during your employment with the Company, you had sufficient opportunity to take time off under that policy or work fewer hours in lieu of taking time off under that policy. You acknowledge that you have no unreimbursed business expenses. You agree that you did not suffer an injury covered by workers' compensation in the course and scope of your employment with the Company. Nothing in this paragraph shall limit your right to file a claim in U.S. Federal Bankruptcy Court for a severance payment equal to six months' base salary as specified in your offer letter from the Company dated July 2, 2022.

3. Cessation of Health Benefits and COBRA. Your health insurance coverage ceased after June 30, 2024. To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, you will be eligible to continue your group health insurance benefits at your own expense.

4. Severance. In consideration for your timely execution of this Agreement, and provided you comply with all of the terms and conditions of this Agreement, your Confidential Information and Invention Assignment Agreement, and all applicable Company policies, the Company will provide you with one week of pay in the amount of **$8124.22** subject to applicable withholdings. Except as set forth in the last sentence of this paragraph, you agree that this monetary sum shall constitute the entirety of the severance provided to you (the "Severance") in exchange for your agreement to comply with the terms and conditions of this Agreement. You agree that you are solely responsible for all tax obligations which may arise as a consequence. You further agree to promptly to pay and to indemnify and hold harmless the Company from and against any and all loss, cost, damage or expense arising from any tax obligations arising from this provision. Nothing in this paragraph shall limit your right to file a claim in U.S. Federal Bankruptcy Court for a severance payment equal to six months' base salary as specified in your offer letter from the Company dated July 2, 2022.

5. Equity. Any outstanding equity grants shall cease to vest as of the close of business on the Separation Date.

6. Release.

a. **General Release**. In consideration for receiving the Severance, you hereby waive and release to the maximum extent permitted by applicable law any and all claims or causes of action, whether known or unknown, against the Company and/or its respective predecessors, successors, past or present subsidiaries, affiliated companies, investors, branches or related entities (collectively, including the Company and Fisker Inc. the "Entities") and/or the Entities' respective past or present insurers, officers,

directors, agents, attorneys, employees, stockholders, assigns and employee benefit plans (collectively with the Entities, the "Released Parties"), with respect to any matter, including, without limitation, any matter related to your employment with the Company or the termination of that employment relationship.

b. **Scope of Release**. This waiver and release includes, without limitation, claims under the Employee Retirement Income Security Act (ERISA); state and federal WARN Act claims; claims for attorneys' fees or costs; any and all claims for stock, stock options, RSUs or other equity securities of the Company; penalties claims; wage and hour claims; statutory claims; tort claims; contract claims; all claims arising in equity; claims of wrongful discharge, constructive discharge, emotional distress, defamation, invasion of privacy, fraud, breach of contract, and breach of the covenant of good faith and fair dealing; claims for retaliation; claims related to discrimination or harassment based on any protected basis, under Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, the Americans with Disabilities Act, or any other federal, state, or local law prohibiting discrimination, harassment or retaliation; claims under the California Labor Code, the California Business and Professions Code, the Genetic Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), The South Carolina Human Affairs Law; The South Carolina Payment of Wages Law; The South Carolina Workers' Compensation Retaliation Law; South Carolina Genetic Information Privacy Act; South Carolina Smokers' Right Law; South Carolina Bone Marrow Donor Program Leave Provisions; South Carolina Occupational Safety and Health Act; South Carolina Jury and Witness Duty Leave Provisions; South Carolina Volunteer Firefighter and Emergency Medical Services Personnel Job Protection Act; South Carolina provision regarding termination of an authorized worker and replacing with unauthorized alien; South Carolina Military Leave/Reemployment Rights Provisions; South Carolina Illegal Immigration Reform Act; South Carolina Right to Work Act; South Carolina Pregnancy Accommodations Act; Florida's workers' compensation law; the Florida Civil Rights Act, The Florida Whistleblowers Act, the Florida Equal Pay Act, and waivable rights under the South Carolina and Florida Constitutions, all including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released including any laws, regulations or agreements that provide for punitive, liquidated, exemplary or statutory damages; and any laws or agreements that provide for payment of attorney fees, costs or expenses.. You covenant not to sue the Released Parties for any of the claims released above, agree not to participate in any class, collective, representative, or group action that may include any of the claims released above, and will affirmatively opt out of any such class, collective, representative or group action. Further, you agree not to participate in, seek to recover in, or assist in any litigation or investigation by other persons or entities against the Released Parties, except as required by law. This Agreement specifically includes your covenant not to sue or to file with any local, state or federal court or administrative agency, any claims or suits of any nature against the Company or the Releasees.

c. **Exceptions**. Nothing in this Agreement shall limit your right to file a claim in U.S. Federal Bankruptcy Court for a severance payment equal to six months' base salary as specified in your offer letter from the Company dated July 2, 2022. Further, nothing in this Agreement precludes you from participating in any investigation or proceeding before any government agency or body. However, while you may file a charge and participate, by signing this Agreement, you waive any right to bring a lawsuit against the Released Parties and waive any right to any individual monetary recovery. Nothing in this Agreement is intended to impede your ability to report possible securities law violations to the government or to receive a monetary award from a government administered whistleblower-award program. You do not need the prior authorization of the Company to make any such reports or disclosures or to participate or cooperate in any governmental matter and you are not required to notify the Company that you have done so. Nothing in this Agreement waives your right to testify or prohibits you from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment when you have been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or your state legislature. The waiver and release covers only those claims that arose prior to your execution of this Agreement. The waiver and release does not apply to any claim which, as a matter of law, cannot be released by private agreement. If any provision of the waiver and release is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and all remaining provisions shall be enforceable to the fullest extent permitted by law.

7. Employee's Specific Release of Age Discrimination in Employment Act Claims. Employee acknowledges that this Agreement includes a release and waiver of any and all claims of age discrimination Employee may have under the Age Discrimination in Employment Act ("ADEA") and the Older Worker Benefits Protection Act. Employee understands that Employee is not releasing any ADEA claims that arise after Employee signs this Agreement.

a. **Consideration for Waiver of ADEA Claims.** The parties agree that the promises set forth in Section 4 are being provided, in part, in exchange for Employee's knowing and voluntary release and waiver of all rights and claims Employee has or may have arising under the ADEA.

b. **Consideration Period.** Employee acknowledges that the Company has advised Employee, in writing, to consult with an attorney prior to executing this Agreement, and that the Company provided Employee with at least forty-five (45) days to review and consider this Agreement before executing it. Employee agrees that, if Employee executes this Agreement prior to the end of the forty-five (45) day period, such early execution was a knowing and voluntary waiver of Employee's right to consider this Agreement for at least forty-five (45) days.

c. **Right to Revoke ADEA Claims.** Employee and the Company agree that, for a period of seven (7) calendar days following the execution of this Agreement, Employee may revoke those provisions of this Agreement releasing and waiving Employee's rights and claims under the ADEA, and those provisions shall not become effective or enforceable until the revocation period has expired without Employee exercising the right to revoke. Should Employee exercise Employee's right to revoke under this provision, Employee shall only be entitled to $500 and shall not be entitled to the other benefits and promises set forth in Section 4. If Employee wishes to revoke, Employee must do so by confirmed delivery of written notice of revocation to **Jennifer Kaushek at jkaushek@fiskerinc.com, Wendy Franklin at wfranklin@fiskerinc.com, and Rhett Beyer at rbeyer@fiskerinc.com** no later than the seventh (7th) day following Employee's execution of this Agreement. Employee's initials at the bottom of this page indicate that Employee has specifically read this section and understands its terms. This Agreement will become effective on the eighth (8th) day, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date").

d. **Binding Effect of Other Terms.** All other terms and conditions of this Agreement shall be binding and enforceable immediately upon Employee's execution of this Agreement and shall remain effective regardless of whether Employee revokes Employee's waiver and release of ADEA rights and claims.

e. **Group Termination Program.** Employee acknowledges that Employee's termination is due, at least in part, to a group termination program and/or reduction-in-force ("RIF"). Employee acknowledges receipt of information in Attachment A attached to this Agreement, which includes the following information related to the Employee's decisional unit: (i) the job classifications of individuals affected by this RIF; (ii) the job titles and ages for those individuals being terminated due to this RIF; and (iii) the job titles and ages of all individuals who have not been selected for termination due to this RIF.

8. No Admission. Nothing contained in this Agreement shall constitute or be treated as an admission by the Company of any liability, wrongdoing, or violation of law.

9. Continuing Obligations. At all times in the future, you will remain bound by your Confidential Information and Invention Assignment Agreement which you executed as a condition of your employment.

10. No Voluntary Adverse Action. You agree that you will not voluntarily (except in response to legal compulsion) assist any person in bringing or pursuing any proposed or pending litigation, arbitration, administrative claim or other formal proceeding against the Company, its parent or subsidiary entities, affiliates, officers, directors, employees or agents.

11. Cooperation. You agree to cooperate fully with the Company in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of your employment by the Company. Such cooperation includes, making yourself available to the Company upon reasonable notice, without subpoena, provided that such cooperation does not interfere unreasonably with your subsequent employment or consulting work and to provide complete, truthful and accurate information in witness interviews, depositions, and trial testimony. The Company also will reimburse you for reasonable and approved out-of-pocket expenses you incur in connection with any such cooperation.

12. Return of Company Property. You agree that, as of the Separation Date, except for a Fisker IT device and Fisker Ocean vehicle that you have in your possession, you have returned to the Company any and all Company property in your possession or control, including, without limitation, equipment, documents (in paper and electronic form), and credit cards, and that you have returned and/or destroyed all Company property that you stored in electronic form or media (including, but not limited to, any Company property stored in your personal computer, USB drives or in a cloud environment). The Company will make arrangements with you, and you agree to fully cooperate, to enable the prompt return of the Fisker IT device and Fisker Ocean vehicle that you have in your possession.

13. Confidentiality. You agree that you will keep the financial terms of this Agreement completely confidential, and that you will not hereafter disclose any information concerning the financial terms of this to anyone; provided, however, that you may make such disclosure to your immediate family and to your professional representatives (e.g., attorneys, accountants, auditors, and tax preparers) all of whom will be informed of and agree to be bound by this confidentiality clause.

14. Non-Disparagement; Relationship to Company. You agree that you will not disparage or encourage or induce others to disparage the Company or any of the Released Parties. For the purpose of this Agreement, "disparage" includes, without limitation, making comments or statements on social media or the internet, or to any person or entity including, but not limited to, the press and/or media, current or former employees, partners or principals of the Company or any entity with whom the Company has a business relationship which would adversely affect in any manner (a) the product and services of the business of the Company or any of the Released Parties (including, but not limited to, any business plans or prospects) or (b) the reputation of the Company or any of the Released Parties as it relates to its product, services or business processes, using information you gleaned from your employment with the Company. Nothing in this paragraph shall prohibit you from providing truthful information as required by law in a legal proceeding or a government investigation. Nothing herein is intended to prevent you from exercising your Section 7 rights under the National Labor Relations Act. After the Separation Date, you must refrain from representing to others or giving others the impression, whether directly or indirectly, that you are in any way an employee, agent or representative of the Company.

15. Arbitration Agreement. You and the Company agree that any and all claims or disputes arising out of or relating to this Agreement shall be resolved by final, binding and confidential arbitration before a single arbitrator in Los Angeles, California (or another mutually agreeable location) conducted under the Judicial Arbitration and Mediation Services (JAMS) Streamlined Arbitration Rules & Procedures, which can be reviewed at http://www.jamsadr.com/rules-streamlined-arbitration/. Before engaging in arbitration, you and the Company agree to first attempt to resolve the dispute informally or with the assistance of a neutral third-party mediator. You and the Company each acknowledge that by agreeing to this arbitration procedure, you and the Company waive the right to resolve any such dispute, claim or demand through a trial by jury or judge or by administrative proceeding. The arbitrator, and not a court, shall also be authorized to determine arbitrability, except as provided herein. The arbitrator may in his or her discretion award attorneys' fees to the prevailing party. All claims or disputes must be submitted to arbitration on an individual basis and not as a representative, class and/or collective action proceeding on behalf of other individuals. Any issue concerning the validity of this representative, class and/or

collective action waiver must be decided by a Court and if for any reason it is found to be unenforceable, the representative, class and/or collective action claim may only be heard in Court and may not be arbitrated. Claims will be governed by applicable statutes of limitations. This arbitration agreement does not cover any action seeking only emergency, temporary or preliminary injunctive relief (including a temporary restraining order) in a court of competent jurisdiction in accordance with applicable law to protect a party's confidential or trade secret information. This arbitration agreement shall be construed and interpreted in accordance with the Federal Arbitration Act.

16. Entire Agreement. You and the Company agree that this Agreement, including the Confidential Information and Invention Assignment Agreement referred to Section 9, constitutes the entire agreement between you and the Company regarding the subject matter of this Agreement. All prior or contemporaneous negotiations, agreements, understandings, or representations are expressly superseded hereby and are of no further force and effect. This Agreement may only be modified in a written document signed by you and an authorized employee of the Company.

17. Governing Law. Except as to the arbitration provision, this Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

18. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and such invalidity or unenforceability shall not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect; provided, however that if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Execution via Adobe Sign or a similar service, or of a facsimile copy or scanned image shall have the same force and effect as execution of an original, and an electronic or facsimile signature or scanned image of a signature shall be deemed an original and valid signature.

20. Voluntary Execution of Agreement. You understand and agree that you executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all claims against the Company and any of the other Releasees. You acknowledge that:

(a) You have read this Agreement;

(b) You have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of your own choice or have elected not to retain legal counsel;

(c) You understand the terms and consequences of this Agreement and of the releases it contains; and

(d) You are fully aware of the legal and binding effect of this Agreement.

To accept this Agreement, please sign, date and return this Agreement by 5:00 PM PT on **September 2, 2024** after which time the offer in this Agreement will expire.

Sincerely,
Fisker Group Inc.

By:_____
(Signature)
Name: Rhett Beyer
Title: Director, Human Resources

My agreement with the terms and conditions of this Agreement is signified by my signature below. Furthermore, I acknowledge that I have read and understand this Agreement and that I sign this release of all claims voluntarily, with full appreciation that at no time in the future may I pursue any of the rights I have waived in this Agreement.

Signed _____ Dated: 7/22/2024
Alpay Uguz

Enclosure: Attachment A

**ATTACHMENT A**

**Fisker Group Inc.**
**TERMINATION PROGRAM**

I. **Decisional Unit.** A "Decisional Unit" is that portion of the Company organizational structure from which the Company chose the employees who would be offered consideration for the signing of a waiver and those who would not be offered consideration for the signing of a waiver. The Decisional Unit for the Reorganization Program includes: Manufacturing, Vehicle Assembly.

II. **Eligibility.** All the Company employees in the Decisional Unit are potentially eligible for a severance package. To be eligible, an employee must be selected for termination, work through the assigned release date, and sign, without revoking, the required Severance Agreement and General Release ("Agreement"), including a waiver of claims under the ADEA. All employees in the Decisional Unit who are being terminated as a result of the Reorganization are selected for the offer of a severance package. Employees were selected for termination using the following criteria: business needs.

III. **Time Limits.** All persons who are being offered a severance will receive a Separation Agreement and Release of All Claims ("Agreement"). From the date of receipt of the Agreement, employees will have a 45-day period to review the Agreement. If the employee decides to accept, the Agreement must be signed and returned by the method sent by the end of the 45-day period. Once the Agreement is signed, the employee has seven (7) days to revoke the waiver of ADEA/OWBPA claims. This revocation must be made in writing to Jennifer Kaushek at jkaushek@fiskerinc.com, Wendy Franklin at wfranklin@fiskerinc.com, and Rhett Beyer at rbeyer@fiskerinc.com

IV. **Data on Decisional Unit:** The following is a listing of the ages and job titles of all employees who were and were not selected for termination and the offer of consideration for signing a waiver. Except for those employees selected for termination, no other employee is eligible or offered consideration in exchange for signing the waiver:

| POSITION | DEPARTMENT | LOCATION | AGE | SELECTED FOR TERMINATION: OFFERED SEVERANCE PACKAGE | NOT SELECTED FOR TERMINATION: NOT OFFERED SEVERANCE PACKAGE |
|---|---|---|---|---|---|
| SVP, Manufacturing | Manufacturing, Vehicle Assembly | Florida | 50 | X | |
| Sr. Manager, Manufacturing Equipment & Process Planning | Manufacturing, Vehicle Assembly | Indiana | 45 | | X |

# EXHIBIT C

Proof of Claim

filed August 23, 2024

Claim No. 1031

Amount: $210,000.00

Alpay Uguz

Claimant

**Fill in this information to identify the case:**

Debtor Fisker Group Inc.

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 24-11377

# Official Form 410
# Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

**1. Who is the current creditor?**

Alpay Uguz
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

**2. Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| Alpay Uguz<br>Alpay Uguz<br>1159 SW 57th Street<br>Cape Carol, FL 33914, United States | Alpay Uguz<br>43 Tippecanoe Street<br>Simpsonville, SC 29680, United States |
| Contact phone 864-894-1657 | Contact phone 864-894-1657 |
| Contact email alpay.uguz@gmail.com | Contact email alpay.uguz@gmail.com |

**(see summary page for notice party information)**

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

**4. Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 210000. **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   unpaid salary and severance

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☐ | No | |
| ☑ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☑ | Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ 15150 |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/23/2024
MM / DD / YYYY

/s/Alpay Uguz
Signature

**Print the name of the person who is completing and signing this claim:**

Name Alpay Uguz
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



24113772408230000000000004

# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 926-3479 | International (310) 751-1825

**Debtor:**
24-11377 - Fisker Group Inc.
**District:**
District of Delaware

**Creditor:**
Alpay Uguz
Alpay Uguz
1159 SW 57th Street

Cape Carol, FL, 33914
United States
**Phone:**
864-894-1657
**Phone 2:**
864-908-8290
**Fax:**

**Email:**
alpay.uguz@gmail.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**

**Disbursement/Notice Parties:**

Alpay Uguz

43 Tippecanoe Street

Simpsonville, SC, 29680
United States
**Phone:**
864-894-1657
**Phone 2:**
864-908-8290
**Fax:**

**E-mail:**
alpay.uguz@gmail.com
**DISBURSEMENT ADDRESS**

Fuesun Uguz
Alpay and Fuesun Uguz
43 Tippecanoe Street

Simpsonville, SC, 29680
United States
**Phone:**
864-908-8290
**Phone 2:**

**Fax:**

**E-mail:**
fuesun.uguz@pm.me

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
unpaid salary and severance

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
210000

**Includes Interest or Charges:**
No

**Has Priority Claim:**
Yes

**Priority Under:**
11 U.S.C. §507(a)(4): 15150

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Alpay Uguz on 23-Aug-2024 10:42:52 p.m. Eastern Time
**Title:**
**Company:**

VN: 762D5F59758BA4990750AAA8758641DB

# EXHIBIT D

Email Correspondence Regarding

Revised Severance Agreement

July 2024

Alpay Uguz and Fisker Group Inc. Human Resources

Referenced in Response to Objection

Proof of Claim No. 1031

Outlook

**RE: Revised Severance Agreement**

**From** alpay.uguz@gmail.com <alpay.uguz@gmail.com>
**Date** Sun 7/21/2024 11:26 PM
**To** 'Rhett Beyer' <rbeyer@fiskerinc.com>

1 attachment (116 KB)
Alpay Uguz - Severance and Release Agrm V2.pdf;

Hello Rhett,

Thank you for sending the revised severance agreement. Appreciated!

**Release (Paragraph 6):**
The release (paragraph 6) should also include the same language used in paragraphs 2 and 4, making clear that I am not releasing the right to pursue a claim in bankruptcy for 6 months' severance as provided in my offer letter.
Can you please add the language in the release paragraph 6 as well.

**Return of Company Property (Paragraph 12):**
The wording should be:
"… except the IT Device and the Fisker Ocean Vehicle that you have in your possession, …"
"After the company made the return arrangements for the IT Device and the Fisker Ocean Vehicle, you agree to support these arrangements to return the IT Device and the Fisker Ocean Vehicle.

Can you please delete:
"… You further agree to sign the Termination Certification, which is attached as Exhibit C to your Confidential Information and Invention Assignment Agreement."
No need to sign the "Termination Certificate" as I was terminated by the company, and I did not terminate.
Furthermore, this "Termination Certificate" also says: "… I hereby confirm that I have returned all Fisker Property" which is not the case.
I still have the IT Device and the Fisker Ocean Vehicle.

**General:**
I am only available tomorrow Monday 7/22 in US.
I am leaving the country for 4 weeks.
For that reason, I would highly appreciate if we could clarify and correct the above tomorrow, you send a revised version and I sign and return tomorrow. THANK YOU!

If you have any questions, please call me tomorrow anytime at:
864-894-1657

Thank you and Best Regards!
Alpay Uguz

**From:** Rhett Beyer <rbeyer@fiskerinc.com>
**Sent:** Friday, July 19, 2024 3:16 PM
**To:** Alpay.Uguz@gmail.com
**Subject:** Revised Severance Agreement

Alpay,

Here is the revised severance and release agreement. If you elect to sign, please print out, scan and send the full document back.

Thank you.

Rhett Beyer
Director, Regional HRBP & Training

rbeyer@fiskerinc.com
www.fiskerinc.com



# EXHIBIT E

Earnings Statement

October 15, 2024

Gross Severance Payment: $15,150.00

Net Payment: $11,460.98

Referenced in Response to Objection

Proof of Claim No. 1031

| CO. | FILE | DEPT. | CLOCK NUMBER | 070 |
|---|---|---|---|---|
| IA6 | 001754 | MN2100 | | 1 |

# Earnings Statement

*FISKER GROUP INC*
*14 CENTERPOINTE DRIVE*
*LA PALMA, CA 90623*

Period Beginning: 10/05/2024
Period Ending: 10/18/2024
Pay Date: 10/15/2024

**ALPAY UGUZ**
**1159 SW 57TH ST**
**CAPE CORAL FL 33914**

| Earnings | rate | salary/hours | this period | year to date |
|---|---|---|---|---|
| Severance | | | 15,150.00 | 23,274.22 |
| Regular | | | | 227,478.30 |
| Guaranteed | | | | 368,758.03 |
| Restrtd Stk Uts | | | | 24,165.86 |
| **Gross Pay** | | | **$15,150.00** | 643,676.41 |

| Deductions | Statutory | | |
|---|---|---|---|
| Federal Income Tax | -3,333.00 | 124,778.99 |
| Medicare Tax | -219.67 | 9,324.94 |
| Medicare Surtax | -136.35 | 3,987.90 |
| Social Security Tax | | 10,453.20 |
| **Other** | | |
| MEDICAL | | 975.00 |
| Telephone Reim | | -193.90 |
| 401K | | 10,561.46 |
| **Net Pay** | | **$11,460.98** |

| Other Benefits and Information | this period | total to date |
|---|---|---|
| Group Term | | 398.10 |

**Important Notes**

YOUR COMPANY PHONE NUMBER IS: 805-390-1221

BASIS OF PAY: SALARY

THIS COMPANY OFFERS FLEXIBLE TIME OFF IN LIEU OF SICK TIME.

This is only a record of a prior payment or adjustment you received.
This is not an image of the actual pay statement.

| **Net Check** | **$11,460.98** |
|---|---|

Your federal taxable wages this period are $15,150.00

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IA6 -/

FISKER GROUP INC
14 CENTERPOINTE DRIVE
LA PALMA, CA 90623

**Payroll check number:**
Pay date: 10/15/2024

Pay to the order of: **ALPAY UGUZ**

This amount: **ELEVEN THOUSAND FOUR HUNDRED SIXTY AND 98/100 DOLLARS** **$11460.98**

ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243
VOID NON-NEGOTIABLE - VOID NON-NEGOTIABLE
THIS IS NOT A CHECK

# EXHIBIT F

Earnings Statement

August 14, 2024

Contractual One-Week Severance Payment

Gross Payment: **$8,124.22**

Net Payment: **$6,145.97**

Referenced in Response to Objection

Proof of Claim No. 1031

| CO. | FILE | DEPT. | CLOCK | VCHR. NO. | 070 |
|---|---|---|---|---|---|
| IA6 | 001754 | MN2100 | | 0000330084 | 1 |

# Earnings Statement

*FISKER GROUP INC*
*14 CENTERPOINTE DRIVE*
*LA PALMA, CA 90623*

Period Beginning: 07/27/2024
Period Ending: 08/09/2024
Pay Date: 08/14/2024

Filing Status: Married filing jointly
Exemptions/Allowances:
Federal: Standard Withholding Table

**ALPAY UGUZ**
**1159 SW 57TH ST**
**CAPE CORAL FL 33914**

| Earnings | rate | salary/hours | this period | year to date |
|---|---|---|---|---|
| Severance | | | 8,124.22 | 8,124.22 |
| Regular | | | | 227,478.30 |
| Guaranteed | | | | 368,758.03 |
| Restrtd Stk Uts | | | | 24,165.86 |
| **Gross Pay** | | | **$8,124.22** | 628,526.41 |

| Deductions | Statutory | | |
|---|---|---|---|
| | Federal Income Tax | -1,787.33 | 121,445.99 |
| | Medicare Tax | -117.80 | 9,105.27 |
| | Medicare Surtax | -73.12 | 3,851.55 |
| | Social Security Tax | | 10,453.20 |
| | **Other** | | |
| | MEDICAL | | 975.00 |
| | Telephone Reim | | -193.90 |
| | 401K | | 10,561.46 |
| | **Net Pay** | **$6,145.97** | |
| | CHECKING | -6,145.97 | |
| | **Net Check** | **$0.00** | |

Your federal taxable wages this period are $8,124.22

| Other Benefits and Information | this period | total to date |
|---|---|---|
| Group Term | | 398.10 |

**Important Notes**

YOUR COMPANY PHONE NUMBER IS: 805-390-1221

BASIS OF PAY: SALARY

THIS COMPANY OFFERS FLEXIBLE TIME OFF IN LIEU OF SICK TIME.

**Additional Tax Withholding Information**

Exemptions/Allowances:
FL: No State Income Tax

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FISKER GROUP INC
14 CENTERPOINTE DRIVE
LA PALMA, CA 90623

**Advice number:** **00000330084**
Pay date: 08/14/2024

| Deposited to the account of | account number | transit ABA | amount |
|---|---|---|---|
| **ALPAY UGUZ** | xxxxxxxx5562 | xxxx xxxx | $6,145.97 |

THIS IS NOT A CHECK

**NON-NEGOTIABLE**