IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FISKER INC., *et al.*,	Case No. 24-11390 (TMH)
Debtors.[1]	(Joint Administration Requested)

APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE

Fisker Inc. and certain of its affiliates (collectively, the "**Debtors**"),[2] each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), hereby file this *Application of Debtors for Authority to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date* (this "**Application**"). This Application is supported by the *Declaration of Evan Gershbein in Support of the Application of Debtors for Authority to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date* (the "**Gershbein Declaration**"), which is attached hereto as **Exhibit A** and incorporated herein by reference. In further support of this Application, the Debtors respectfully state as follows:

[1] The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or Delaware file numbers, are as follows: Fisker Inc. (0340); Fisker Group Inc. (3342); Fisker TN LLC (6212); Blue Current Holding LLC (6668); Platinum IPR LLC (4839); and Terra Energy Inc. (0739). The address of the debtors' corporate headquarters is 14 Centerpointe Drive, La Palma, CA 90623.

[2] The Debtors and their direct and indirect non-Debtor subsidiaries are collectively referred to herein as "**Fisker**."

Relief Requested

1. By this Application, and pursuant to section 156(c) of title 28 of the United States Code, section 503(b) of title 11 of the United States Code (the "**Bankruptcy Code**"), rules 2002(f) and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rule 2002-1(f) of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit D** (the "**Proposed Order**"), authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global ("**Verita**") as claims and noticing agent (the "**Claims and Noticing Agent**") in the Chapter 11 Cases *nunc pro tunc* to the Petition Date (as defined below), pursuant to that certain services agreement (the "**Services Agreement**"), dated as of March 15, 2024, by and between the Debtors and Verita, a copy of which is attached hereto as **Exhibit B**.

Jurisdiction, Venue, and Authority

2. The United States Bankruptcy Court for the District of Delaware (the "**Court**") has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.

3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). In addition, the Debtors confirm their consent, pursuant to Local Rule 9013-1(f), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter a final order or judgment in connection herewith consistent with Article III of the United States Constitution.

4. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

5. On June 17 and 19, 2024 (collectively, the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their property and continue to operate and manage their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in the Chapter 11 Cases.

6. Contemporaneously herewith, the Debtors have filed a motion requesting the joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1.

7. Fisker is an American automotive company that designs, develops, markets, and sells electric vehicles. Passionately driven by a vision of a clean future for all, Fisker created the world's most sustainable and emotional electric vehicles. Headquartered in California, Fisker operates in several countries (including the United States, Austria, Germany, China, and India) and conducts sales operations in North America and throughout Europe.

8. Additional information about the Debtors' business and affairs, capital structure, and prepetition indebtedness, and the events leading up to the Petition Date, can be found in the *Declaration of John C. DiDonato as Chief Restructuring Officer of the Debtors in Support of Debtors' Chapter 11 Proceedings and First Day Pleadings*, which is incorporated herein by reference.

Employment and Retention of Verita as Claims and Noticing Agent

9. The Debtors propose to employ and retain Verita to serve as the Debtors' Claims and Noticing Agent in the Chapter 11 Cases. This employment and retention is the most effective and efficient manner of noticing the creditors and parties in interest of the filing of the Chapter 11

Cases and other developments in the cases. In that capacity, Verita would, among other things, distribute notices and transmit, receive, process, docket, and maintain proofs of claim filed in connection with the Chapter 11 Cases.

Verita's Qualifications

10. Verita is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases, as well as experience in matters of this size and complexity. Verita's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Verita's active and former cases include the following: *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc.*, No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024) [D.I. 79]; *In re InVivo Therapeutics Corp*., No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024) [D.I. 29]; *In re AN Glob., LLC,* No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023) [D.I. 58]; *In re Proterra Inc.,* No. 23-11120 (BLS) (Bankr. D. Del. Aug. 10, 2023) [D.I. 61]; *In re Novan, Inc.,* No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023) [D.I. 35]; *In re Lordstown Motors Corp.,* No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023) [D.I. 54]; *In re KDC Agribusiness LLC*, No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023) [D.I. 54]; *In re PGX Holdings, Inc.,* No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023) [D.I. 56]; *In re Plastiq Inc.,* No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023) [D.I. 35]; *In re Christmas Tree Shops, LLC,* No. 23-10576 (TMH) (Bankr. D.

Del. May 9, 2023) [D.I. 76]; *In re Catalina Mktg. Corp.*, No. 23-10620 (KBO) (Bankr. D. Del. Mar. 31, 2023) [D.I. 42]; *CBCRC Liquidating Corp.*, No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023) [D.I. 171]; *In re Starry Grp. Holdings, Inc.*, No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023) [D.I. 61]; *In re Stanadyne LLC*, No. 23-10207 (TMH) (Bankr. D. Del. Feb. 22, 2023) [D.I. 54]; *In re Tricida*, No. 23-10024 (JTD) (Bankr. D. Del. Jan. 13, 2023) [D.I. 42]; *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Aug. 24, 2022) [D.I. 67]; and *In re First Guar. Mortg. Corp.*, No. 22-10584 (CTG) (Bankr. D. Del. Jul. 1, 2022) [D.I. 58].

11. By appointing Verita as the Claims and Noticing Agent in the Chapter 11 Cases, the distribution of notices and the processing of claims would be expedited, and the Office of the Clerk of the Bankruptcy Court (the "**Clerk**") would be relieved of the administrative burden of processing what may be an overwhelming number of claims.

Services To Be Provided

12. This Application pertains only to the work to be performed by Verita under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any work to be performed by Verita outside of this scope is not covered by this Application or by any order granting approval hereof. Specifically, Verita will perform the following tasks in its role as Claims and Noticing Agent, to the extent applicable, as well as all quality control relating thereto (collectively, the "**Claims and Noticing Services**"):

(a) Prepare and serve required notices and documents in the Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules, and Local Rules in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of the Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other

notices, orders, pleadings, publications, and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Cases;

(b) Maintain an official copy of, if applicable, the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "**Schedules**"), listing the Debtors' known creditors and the amounts owed thereto;

(c) Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update and make said lists available upon request by a party in interest or the Clerk;

(d) Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

(e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

(f) For *all* notices, motions, orders, or other pleadings or documents served, prepare and file (or cause to be filed) with the Clerk an affidavit or certificate of service within seven business days of service, which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;

(g) Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;

(h) Maintain the official claims register for each Debtor (collectively, the "**Claims Registers**") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc*.); (vi) the applicable Debtor against whom the claim was asserted; and (vii) any disposition of the claim;

(i) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;

(j) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

(k) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Verita, not less than weekly;

(l) Upon completion of the docketing process for all claims received to date for each Chapter 11 Case, turn over to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);

(m) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

(n) Assist in the dissemination of information to the public and respond to requests for administrative information regarding the Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;

(o) If the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three days of notice to Verita of entry of the order converting the cases;

(p) 30 days prior to the close of the Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Verita as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of the Chapter 11 Cases;

(q) Within seven days of notice to Verita of entry of an order closing the Chapter 11 Cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the Chapter 11 Cases; and

(r) At the close of the Chapter 11 Cases, within twenty-eight days of entry of a final decree, (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor matrix mailing list to the Court's case management/electronic case filing platform (CM/ECF); and (iii) file a final Claims Register in the Chapter 11 Cases on the Court's Docket.

13. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

Compensation

14. The Debtors respectfully request that Verita's fees and expenses in the performance of the Claims and Noticing Services be (a) treated as administrative expenses of the Debtors' estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and (b) paid in the ordinary course of business without further application to or order of the Court. Verita agrees to maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"), counsel for the Debtors, and counsel to any official committee appointed in the Chapter 11 Cases. If any dispute arises relating to the Services Agreement or monthly invoices, the parties will meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter by the Court.

15. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of $75,000, which was received by Verita on April 3, 2024. Verita seeks to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement. Additionally, Verita received a payment of $30,000 on May 23, 2024. This payment is first being applied to all prepetition invoices and then to the first post-petition invoice. Except as stated in this paragraph, Verita has not received any payments from the Debtors in the 90 days prior to the Petition Date.

Indemnification

16. As part of the overall compensation payable to Verita under the terms of the Services Agreement, the Debtors have agreed, to the extent permitted by applicable law, to indemnify, defend, and hold harmless Verita and its members, officers, employees, representatives, and agents under certain circumstances specified in the Services Agreement,

except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Services Agreement or the Proposed Order. The terms of the Services Agreement and indemnification provisions included therein were negotiated at arms' length between the Debtors and Verita, and the Debtors believe that such indemnification obligations are customary, reasonable, and consistent with recent orders entered in this jurisdiction and, therefore, should be approved. *See, e.g., In re Starry Grp. Holdings Inc.,* No. 23-10219 (KBO) (Bankr. D. Del. Feb. 20, 2023) [D.I. 61] (approving Verita retention application with indemnification provisions); *In re Stanadyne LLC,* No. 23-10207 (TMH) (Bankr. D. Del. Feb. 16, 2023) [D.I. 54] (same); *In re Secure Home Holdings LLC,* No. 21-10745 (JKS) (Bankr. D. Del. Apr. 27, 2021) [D.I. 55] (same).

Disinterestedness

17. Although the Debtors do not propose to employ Verita under section 327 of the Bankruptcy Code pursuant to this Application (such retention will be sought by separate application), Verita has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Gershbein Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

18. Moreover, in connection with its retention as Claims and Noticing Agent, Verita represents in the Gershbein Declaration, among other things, the following:

(a) Verita is not a creditor of the Debtors;

(b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases;

(c) By accepting employment in the Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;

(d) In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;

(e) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;

(f) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(f) In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;

(g) Verita shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;

(h) Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

(i) None of the services provided by Verita as the Claims and Noticing Agent in the Chapter 11 Cases shall be at the expense of the Clerk.

19. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

Compliance with Claims and Noticing Agent Protocol

20. This Application complies with the Court's Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c) (the "**Claims Agent Protocol**") and conforms to the standard application in use in the Court. In accordance with the Claims Agent Protocol, prior to the selection of Verita as the Claims and Noticing Agent, the Debtors reviewed and compared engagement proposals from at least three Court-approved Claims and Noticing Agents, including Verita, to ensure selection through a competitive process. The Debtors submit, based on all engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable

given its quality of services and expertise. To the extent that there is any inconsistency between this Application, the order entered approving the Application, and the Services Agreement, the order shall govern.

Basis for Relief

Employment and Retention of Verita as Claims and Noticing Agent is Permitted

21. Although the Debtors have not yet filed the Schedules, they anticipate that there will be potentially numerous entities that will need to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' business, the Debtors submit that the appointment of a Claims and Noticing Agent is both necessary and in the best interests of the Debtors' estates and creditors because the Debtors would be relieved of the burdens associated with the notice and claims processing services to be provided by Verita. Relieved of such burdens, the Debtors would be able to devote their full attention and resources to maximizing value for their stakeholders and facilitating the orderly administration of the Chapter 11 Cases.

22. Bankruptcy Rule 2002 generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rule 2002(f), the Court may direct that some person other than the Clerk give notice of the various matters described below. Moreover, 28 U.S.C. § 156(c), which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use "facilities" or "services" other than the office of the Clerk for administration of bankruptcy cases. It, in relevant part, provides as follows:

> Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

23. In addition, Local Rule 2002-1(f) provides as follows:

> Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than two hundred (200) creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. 156(c) (which can be found on the Court's website) and shall perform the [Claims and Noticing Services].

Local Rule 2002-1(f). Accordingly, Bankruptcy Rule 2002, Local Rule 2002-1(f), and 28 U.S.C. § 156(c) empower the Court to utilize outside agents and facilities for notice and claims purposes, provided that the Debtors' estates pay the cost of such services.

24. In light of the foregoing, the Debtors believe that the retention of Verita as the Claims and Noticing Agent in the Chapter 11 Cases is necessary and in the best interests of the Debtors, their estates and creditors, and all parties in interest. Furthermore, the Debtors respectfully submit that the fees and expenses that would be incurred by Verita under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

25. By separate application, the Debtors will seek authorization to retain and employ Verita as administrative agent in the Chapter 11 Cases, pursuant to section 327(a) of the Bankruptcy Code, because the administration of the Chapter 11 Cases will require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

Nunc Pro Tunc Relief is Appropriate

26. Verita has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention *nunc*

pro tunc to the Petition Date, so that Verita may be compensated for its pre-Application services. The Debtors believe that no party in interest would be prejudiced by the granting of the *nunc pro tunc* employment, as provided in this Application, because Verita has provided and continues to provide valuable services to the Debtors' estates during the interim period. The Local Rules empower courts in this district to approve *nunc pro tunc* employment, and the Debtors submit that such approval is justified here. *See* Local Rule 2014-1(b) ("If the retention motion is granted, the retention shall be effective as of the date the motion was filed, unless the Court orders otherwise."). Moreover, courts in this district routinely approve *nunc pro tunc* employment similar to that requested herein in comparable matters. *See, e.g., In re Arkansas Co.,* 798 F.2d 645, 650 (3d. Cir. 1986); *In re Indian River Homes, Inc.,* 108 B.R. 46, 52 (D. Del. 1989).

Notice

27. Notice of this Application will be provided to the following parties: (a) the U.S. Trustee; (b) those creditors holding the 30 largest unsecured claims against the Debtors' estates (on a consolidated basis); (c) the Securities and Exchange Commission; (d) the Internal Revenue Service; (e) the United States Attorney's Office for the District of Delaware; (f) the state attorneys general for states in which the Debtors conduct business; (g) White & Case LLP, as counsel to CVI Investments, Inc. (c/o Heights Capital Management, Inc.); and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**").

28. As this Application is seeking "first-day" relief, the Debtors will serve copies of this Application and any order entered in respect thereto as required by Local Rule 9013-1(m). A copy of this Application and any order entered in respect thereto will also be made available on the Debtors' case information website located at https://www.veritaglobal.net/fisker. Based on the urgency of the circumstances surrounding this Application and the nature of the relief requested herein, the Debtors respectfully submit that no other or further notice is required.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit D**, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: June 20, 2024
Wilmington, Delaware

FISKER INC., on behalf of itself and each of its affiliated Debtors and Debtors in Possession

/s/ John C. DiDonato
Name: John C. DiDonato
Title: Chief Restructuring Officer

Exhibit A

Gershbein Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FISKER INC., *et al.*,	Case No. 24-11390 (TMH)
Debtors.[1]	(Joint Administration Requested)

DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF THE APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE

I, Evan Gershbein, under penalty of perjury, declare as follows:

1. I am an Executive Vice President of Kurtzman Carson Consultants, LLC dba Verita Global ("**Verita**"), a chapter 11 administrative services firm, whose offices are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this declaration (this "**Declaration**") in support of the *Application of Debtors for Authority to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date* (the "**Application**").[2]

[1] The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or Delaware file numbers, are as follows: Fisker Inc. (0340); Fisker Group Inc. (3342); Fisker TN LLC (6212); Blue Current Holding LLC (6668); Platinum IPR LLC (4839); and Terra Energy Inc. (0739). The address of the debtors' corporate headquarters is 14 Centerpointe Drive, La Palma, CA 90623.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

3. I am not being specifically compensated for this testimony other than through payments received by Verita as a professional retained by the Debtors. I am over the age of 18 years and authorized to submit this Declaration on behalf of Verita.

Verita's Qualifications as Noticing and Claims Agent

4. Verita is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases, as well as experience in matters of this size and complexity. Verita's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Verita's active and former cases include the following: *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc.*, No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024) [D.I. 79]; *In re InVivo Therapeutics Corp*., No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024) [D.I. 29]; *In re AN Glob., LLC,* No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023) [D.I. 58]; *In re Proterra Inc.,* No. 23-11120 (BLS) (Bankr. D. Del. Aug. 10, 2023) [D.I. 61]; *In re Novan, Inc.*, No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023) [D.I. 35]; *In re Lordstown Motors Corp.*, No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023) [D.I. 54]; *In re KDC Agribusiness LLC*, No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023) [D.I. 54]; *In re PGX Holdings, Inc.,* No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023) [D.I. 56]; *In re Plastiq Inc.,* No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023) [D.I. 35]; *In re Christmas Tree Shops, LLC,* No. 23-10576 (TMH) (Bankr. D.

Del. May 9, 2023) [D.I. 76]; *In re Catalina Mktg. Corp.*, No. 23-10620 (KBO) (Bankr. D. Del. Mar. 31, 2023) [D.I. 42]; *CBCRC Liquidating Corp.*, No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023) [D.I. 171]; *In re Starry Grp. Holdings, Inc.*, No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023) [D.I. 61]; *In re Stanadyne LLC*, No. 23-10207 (TMH) (Bankr. D. Del. Feb. 22, 2023) [D.I. 54]; *In re Tricida*, No. 23-10024 (JTD) (Bankr. D. Del. Jan. 13, 2023) [D.I. 42]; *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Aug. 24, 2022) [D.I. 67]; and *In re First Guar. Mortg. Corp.*, No. 22-10584 (CTG) (Bankr. D. Del. Jul. 1, 2022) [D.I. 58].

5. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the "**Clerk**"), the services (including administrative, technical, and support services) specified in the Application and the Services Agreement. In performing such services, Verita will charge the Debtors the rates set forth in the Services Agreement, which is attached as Exhibit B to the Application.

29. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of $75,000, which was received by Verita on April 3, 2024. Verita seeks to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement. Additionally, Verita received a payment of $30,000 on May 23, 2024. This payment is first being applied to all prepetition invoices and then to the first post-petition invoice. Except as stated in this paragraph, Verita has not received any payments from the Debtors in the 90 days prior to the Petition Date.

6. Verita represents the following:

(a) Verita is not a creditor of the Debtors;

(b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases;

(c) By accepting employment in the Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;

(d) In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;

(e) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;

(f) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(g) In its capacity as Claims and Noticing Agent in the Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;

(h) Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

(i) Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

(j) None of the services provided by Verita as Claims and Noticing Agent in the Chapter 11 Cases shall be at the expense of the Clerk's office.

7. Although the Debtors do not propose to retain Verita under section 327 of the Bankruptcy Code pursuant to the Application, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "**Potential Parties in Interest**") in the Chapter 11 Cases, which is attached as Exhibit C to the Application. The list of Potential Parties in Interest was provided by the Debtors and included, among other things, the Debtors, non-Debtor affiliates, significant equity holders, the Debtors' current directors and officers, secured creditors, the creditors holding the 30 largest unsecured claims against the Debtors' estates (on a consolidated basis), vendors, and other parties. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time, and as set

forth in further detail herein, Verita is not aware of any relationship that would present a disqualifying conflict of interest. Should Verita discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita nor any of its professionals has any materially adverse connection to the Debtors, their creditors, or other relevant parties. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent or administrative advisor for another chapter 11 debtor.

9. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("**GCP**") indirectly acquired a controlling equity interest in Verita (the "**Acquisition**"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("**JPMIM**"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "**Board**") of Verita's ultimate parent company, KCC Parent LLC ("**Parent**"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns KCC Topco LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

10. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (a) Verita's parent entities, affiliates, and subsidiaries and (b) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. JPMorgan Chase Bank, N.A. is listed on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where JPMorgan Chase may be associated with the Debtors.

11. To the extent that Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtors, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more GCP or JPMIM entities, including portfolio companies of GCP.

12. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

13. Verita has and will continue to represent clients in matters unrelated to the Chapter 11 Cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Chapter 11 Cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in the Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, the Chapter 11 Cases or the Debtors.

14. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Verita nor any of its partners or employees hold or represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: June 20, 2024

/s/ Evan Gershbein
Evan Gershbein
Executive Vice President
Kurtzman Carson Consultants LLC dba Verita Global
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, California 90245

Exhibit B

Services Agreement

KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 15th day of March 2024, between Fisker Inc. (together with its affiliates and subsidiaries, the "Company"),[1] and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

[1] The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.

KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that KCC will give thirty (30) days written notice to the Company prior to any increase.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable and documented transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate, which shall be mutually agreed in advance.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable within thirty (30) days the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed $10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred. Certain fees and charges may need to be adjusted due to availability related to the COVID-19 (novel coronavirus) global health issue.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable

following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of $75,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, KCC will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably

KCC AGREEMENT FOR SERVICES

believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes, after reasonable inquiry, it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) consecutive days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "KCC Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. In no event shall either party be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the greater of (i) two times the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement and (ii) $500,000.00; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor. If an indemnified party intends to claim indemnification under this Section IX, then such indemnified party shall notify the indemnifying party reasonably promptly in writing upon commencement of any claim, action, investigation or proceeding that the party seeking indemnification becomes aware of with respect to this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

KCC AGREEMENT FOR SERVICES

X. FORCE MAJEURE

KCC will not be liable for any delay or failure in performance when such delay or failure arises materially from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Fisker Inc.
1888 Rosecrans Avenue
Manhattan Beach, CA 90266
Attn: Geeta Fisker
Tel: (833) 434-7537
E-Mail: legal@fiskerinc.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject

KCC AGREEMENT FOR SERVICES

matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]

KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

DocuSigned by:
Evan J. Gershbein
41878F97BE7747D...

BY: Evan Gershbein DATE: 23-Mar-2024 | 7:38:42 PM EDT
TITLE: EVP, Corporate Restructuring Services

Company

Geeta Gupta-Fisker
Geeta Gupta-Fisker (Mar 23, 2024 14:03 PDT)

BY: DATE:
TITLE:

Fee Structure

Consulting Services & Rates[1]	
Position	Hourly Rate
Analyst	Waived
The Analyst processes incoming mail, creditor mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.	
Technology/Programming Consultant[2]	$28 - $76
The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.	
Consultant/Senior Consultant/Director	$52 - $175
The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. KCC's Consultants average over six years of experience. The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. KCC's Senior Consultants average over seven years of experience. The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. KCC's Directors average over twelve years of experience and are generally former practitioners.	
Securities/Solicitation Consultant	$175
The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.	
Securities Director/Solicitation Lead	$185
The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.	
Weekend, holidays and overtime	Waived

[1] Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

[2] Certain technology development fees may be applicable.

Fee Structure

Printing Services & Noticing Services	
Printing	$0.10 per image (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived[3]
Fax noticing	$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper and legal notice publishing	Quote prior to publishing

Claims Administration & Management Expenses	
License fee and data storage	$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to KCC CaseView (secure, password protected)	Waived

- Proprietary, secured, password protected portal for unlimited users
- Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information
- Functionality to run or request customized reports summarizing case analytics

KCC eServices	
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

Document Management/Imaging	
Electronic imaging (scanning & bar coding)	$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

[3] A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties.

Fee Structure

Call Center Support Services	
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of Call Center	Standard hourly rates
Disbursements	
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges

Exhibit C

Potential Parties in Interest

Potential Parties in Interest List
Updated as of April 17, 2024

Privileged and Confidential
Professional Eyes Only
Subject to Material Changes

Entity	Category
Chief Judge Laurie Selber Silverstein	Bankruptcy Judges
Judge Brendan L. Shannon	Bankruptcy Judges
Judge Craig T. Goldblatt	Bankruptcy Judges
Judge J. Kate Stickles	Bankruptcy Judges
Judge John T. Dorsey	Bankruptcy Judges
Judge Karen B. Owens	Bankruptcy Judges
Judge Mary F. Walrath	Bankruptcy Judges
Judge Thomas M. Horan	Bankruptcy Judges
Corey MacGillivray	Current Directors and Officers
Geeta Gupta-Fisker	Current Directors and Officers
Henrik Fisker	Current Directors and Officers
John Dubel	Current Directors and Officers
Jose Salinas	Current Directors and Officers
Mark E. Hickson	Current Directors and Officers
Mitchell S. Zuklie	Current Directors and Officers
Nadine J. Watt	Current Directors and Officers
Roderick K. Randall	Current Directors and Officers
Wendy J. Greuel	Current Directors and Officers
Blue Current Holding LLC (Delaware)	Debtors
Fisker Group Inc. (Delaware)	Debtors
Fisker Inc. (Delaware)	Debtors
Fisker TN LLC (Tennessee)	Debtors
Platinum IPR LLC (Delaware)	Debtors
Terra Energy Inc. (Delaware)	Debtors
Davis Polk & Wardwell LLP	Debtors' Restructuring Professionals
Deutsche Bank	Debtors' Restructuring Professionals
FTI Consulting	Debtors' Restructuring Professionals
Kurtzman Carson Consultants LLC	Debtors' Restructuring Professionals
Morris, Nichols, Arsht & Tunnell LLP	Debtors' Restructuring Professionals
PJT Partners	Debtors' Restructuring Professionals
Burkhard Huhnke	Former Directors and Officers
Florus Beuting	Former Directors and Officers
John Finnucan	Former Directors and Officers
William R. McDermott	Former Directors and Officers
American Casualty Company of Reading, Pennsylvania	Insurance Brokers and Carriers
American Zurich Insurance Company	Insurance Brokers and Carriers
Berkshire Hathaway Specialty Insurance	Insurance Brokers and Carriers
Continental Insurance Agency	Insurance Brokers and Carriers
Everest National Insurance Company	Insurance Brokers and Carriers
Federal Insurance	Insurance Brokers and Carriers
Great American Insurance Group	Insurance Brokers and Carriers
Homesite Insurance Company	Insurance Brokers and Carriers
Illinois Union Insurance Company	Insurance Brokers and Carriers
James River Insurance Company	Insurance Brokers and Carriers
Lloyd's of London	Insurance Brokers and Carriers
Marsh USA LLC	Insurance Brokers and Carriers
National Union Fire Insurance Company of Pittsburgh, PA.	Insurance Brokers and Carriers
Starr Indemnity & Liability Company	Insurance Brokers and Carriers
Twin City First Insurance Co.	Insurance Brokers and Carriers
Twin City Insurance	Insurance Brokers and Carriers
Valley Forge Insurance Company	Insurance Brokers and Carriers
Vantage Risk Assurance Company	Insurance Brokers and Carriers
W. R. Berkley Corporation	Insurance Brokers and Carriers
XL Specialty Insurance Company	Insurance Brokers and Carriers
Avalon Risk Management Insurance	Letter of Credit and Surety Bond Parties and Banks
Credit Suisse First Boston	Letter of Credit and Surety Bond Parties and Banks

Hudson Insurance Company	Letter of Credit and Surety Bond Parties and Banks
JPMorgan Chase Bank, N.A.	Letter of Credit and Surety Bond Parties and Banks
Nordea Bank ABP, Filial I Norge	Letter of Credit and Surety Bond Parties and Banks
Old Republic Surety Company	Letter of Credit and Surety Bond Parties and Banks
State of Arizona	Letter of Credit and Surety Bond Parties and Banks
State of California	Letter of Credit and Surety Bond Parties and Banks
State of Indiana – Secretary of State Auto Dealer Division	Letter of Credit and Surety Bond Parties and Banks
State of Maryland	Letter of Credit and Surety Bond Parties and Banks
State of Tennessee	Letter of Credit and Surety Bond Parties and Banks
Tennessee Motor Vehicle Commission	Letter of Credit and Surety Bond Parties and Banks
Alisher Yunusov	Litigation Counterparties
Allison Black	Litigation Counterparties
Anja Pechnik	Litigation Counterparties
Anthony Ku	Litigation Counterparties
Ari Jaffe	Litigation Counterparties
Arnie Sherman	Litigation Counterparties
Arutyun Agaronyan	Litigation Counterparties
Ashley Wool-Smith	Litigation Counterparties
Brent McDaniel	Litigation Counterparties
Bret Ahmed	Litigation Counterparties
Brian Diaz	Litigation Counterparties
Chokha Palayamkottai	Litigation Counterparties
Chris Hacker	Litigation Counterparties
Chris Sorensen	Litigation Counterparties
Clarence Chan	Litigation Counterparties
David Buchsbaum	Litigation Counterparties
Dennis Cymbalski	Litigation Counterparties
Eric Balich	Litigation Counterparties
Eric Gilbert	Litigation Counterparties
Gerardo Aceves	Litigation Counterparties
Gurmeet Mohem	Litigation Counterparties
Jacob Moss	Litigation Counterparties
James Verity	Litigation Counterparties
Jennifer Liu	Litigation Counterparties
Jim Wilder	Litigation Counterparties
Joe Cocco	Litigation Counterparties
Justin Bukoski	Litigation Counterparties
Kerry Swecker	Litigation Counterparties
Kevin Milliner	Litigation Counterparties
Kurt & Holly Affleck	Litigation Counterparties
Laurie Hanna	Litigation Counterparties
Lonny Simonian	Litigation Counterparties
Mahomed Altaf Omar	Litigation Counterparties
Marcos Figueroa	Litigation Counterparties
Mark Ambrosio	Litigation Counterparties
Mark Lawlor	Litigation Counterparties
Mark Marias	Litigation Counterparties
Mark Schaefer	Litigation Counterparties
Michael Mayer	Litigation Counterparties
Michael Shklovsky	Litigation Counterparties
Mohamad Zahabi	Litigation Counterparties
Neil Gako	Litigation Counterparties
Nicholas Rodriguez	Litigation Counterparties
Noelle White	Litigation Counterparties
Praveena Pattanashetti	Litigation Counterparties
Rajiv Patel	Litigation Counterparties
Raul Morales	Litigation Counterparties
Roman Zima	Litigation Counterparties
Roshan Patel	Litigation Counterparties
Satwinder Hanjra	Litigation Counterparties
Scott Moore	Litigation Counterparties

Sheshadri Nukala	Litigation Counterparties
Stemmons Enterprise, L.L.C.	Litigation Counterparties
Tom McKeone	Litigation Counterparties
Tonianne Calabrese-Strohkirch	Litigation Counterparties
Travis Spoor	Litigation Counterparties
Yuriy Bilozerov	Litigation Counterparties
Zalmon Uvaydov	Litigation Counterparties
Fisker (GB) Limited (United Kingdom)	Non-Debtor Affiliates
Fisker (Shanghai) Motors Ltd. (China)	Non-Debtor Affiliates
Fisker Belgium B.V. (Belgium)	Non-Debtor Affiliates
Fisker Canada Ltd. (Canada)	Non-Debtor Affiliates
Fisker Denmark ApS (Denmark)	Non-Debtor Affiliates
Fisker France SAS (France)	Non-Debtor Affiliates
Fisker Gmbh (Austria)	Non-Debtor Affiliates
Fisker GmbH (Germany)	Non-Debtor Affiliates
Fisker Ireland Limited (Ireland)	Non-Debtor Affiliates
Fisker Italy (Italy)	Non-Debtor Affiliates
Fisker Netherlands B.V. (Netherlands)	Non-Debtor Affiliates
Fisker Netherlands Sales B.V. (Netherlands)	Non-Debtor Affiliates
Fisker Norway AS (Norway)	Non-Debtor Affiliates
Fisker Portugal (Portugal)	Non-Debtor Affiliates
Fisker Spain (Spain)	Non-Debtor Affiliates
Fisker Sweden AB (Sweden)	Non-Debtor Affiliates
Fisker Switzerland IP GmbH (Switzerland)	Non-Debtor Affiliates
Fisker Switzerland Sales GmbH (Switzerland)	Non-Debtor Affiliates
Fisker Vigyan India Private Limited (India)	Non-Debtor Affiliates
Ocean EV, S. de R.L. de C.V. (Mexico)	Non-Debtor Affiliates
Axiom Global LLC	Ordinary Course Professionals
Bennett Jones LLP	Ordinary Course Professionals
Blythe Global Advisors, LLC	Ordinary Course Professionals
CPA Global (FIP) LLC	Ordinary Course Professionals
CSC Global Corporation Service Company	Ordinary Course Professionals
Deloitte & Touche LLP	Ordinary Course Professionals
Dennemeyer & Co. LLC	Ordinary Course Professionals
Donnelley Financial Solutions	Ordinary Course Professionals
Dykema Gossett PLLC	Ordinary Course Professionals
Ernst & Young LLP	Ordinary Course Professionals
Fisher & Phillips, LLP	Ordinary Course Professionals
Hedin LLP	Ordinary Course Professionals
Hogan Lovells US LLP	Ordinary Course Professionals
HWC Group, LLC	Ordinary Course Professionals
Ingenics Corporation LLC	Ordinary Course Professionals
Lancaster Safety Consulting, Inc.	Ordinary Course Professionals
Latham & Watkins	Ordinary Course Professionals
Mayer Brown LLP	Ordinary Course Professionals
National Center for Dispute Settlement	Ordinary Course Professionals
Nelson Mullins Riley & Scarborough	Ordinary Course Professionals
Orrick, Herrington & Sutcliffe LLP	Ordinary Course Professionals
PCAOB Public Company Accounting Oversight	Ordinary Course Professionals
R. L. Polk & Co	Ordinary Course Professionals
Riveron Consulting, LLC	Ordinary Course Professionals
Setter Roche Smith & Shellenberger	Ordinary Course Professionals
Starfly Inc	Ordinary Course Professionals
Thomson Reuters West Publishing Cor	Ordinary Course Professionals
VASS America, D/B/A ECENTA America	Ordinary Course Professionals
WilliamsMarston LLC	Ordinary Course Professionals
Alta Food Craft	Personal Property Lessors
Aqua Green Solutions	Personal Property Lessors
CRH California Water, Inc. dba Culligan of Santa Ana	Personal Property Lessors
HYG Financial Services, Inc.	Personal Property Lessors
La Colombe Coffee Roasters	Personal Property Lessors

2085 Tamiami Trail East LLC	Real Estate Lessors
3131 Irving Boulevard LP	Real Estate Lessors
3Gen Teale, LLC	Real Estate Lessors
401 West 14th Street Fee LLC	Real Estate Lessors
501 Northpoint Parkway LLC	Real Estate Lessors
950 CHARTER PARTNERS, LLC	Real Estate Lessors
Astronautics APG LLC	Real Estate Lessors
Cathedral Energy Services, Inc	Real Estate Lessors
Continental 830 Nash LLC	Real Estate Lessors
Corte Madera Village, LLC Macerich Management Company	Real Estate Lessors
Cosmo Co USA Inc	Real Estate Lessors
Diamond Automotive Services LLC	Real Estate Lessors
Jeffrey Greenberg Separate Property	Real Estate Lessors
RED 1000 LLC	Real Estate Lessors
Shamrock (La Palma) Properties II	Real Estate Lessors
Successor Agency to Vista's Redevelopment Agency	Real Estate Lessors
VistalCal Luxury Imports, Inc. dba BMW of Vista	Real Estate Lessors
CVI Investments, Inc. – Sr. Secured Convertible Notes [2025 Notes Holder]	Secured Creditors and Trustees
Heights Capital Management	Secured Creditors and Trustees
Hyundai Glovis Co.,Ltd	Secured Creditors and Trustees
Willington Savings Fund Society, FSB [2025 Notes Trustee]	Secured Creditors and Trustees
Amanda Galton	Substantial Equityholders
Beau Boeckmann 2012 Irrevecable Trust	Substantial Equityholders
Blue Bridge Trust CO INC TR Nobile Trust	Substantial Equityholders
Bo Holmgreen	Substantial Equityholders
C4 Ventures I SCSP	Substantial Equityholders
CEDE & Co.	Substantial Equityholders
Henrik Fisker + Geeta Fisker TR UA 03/14/2017 Mayfair Trust	Substantial Equityholders
Jameel Jameel	Substantial Equityholders
Jenell Randall	Substantial Equityholders
John J MacWilliams	Substantial Equityholders
John M Stice	Substantial Equityholders
Lawrence Renna	Substantial Equityholders
Leslie Buskrik	Substantial Equityholders
Nadine I Watt Jameson Family Trust	Substantial Equityholders
NikolaJ Coster-Waldau	Substantial Equityholders
Phillip Holding APS	Substantial Equityholders
Richard John Giltrap	Substantial Equityholders
Subbarayudu Kamma	Substantial Equityholders
Alabama Dept of Revenue	Taxing and Regulatory Authorities
Arizona Dept of Revenue	Taxing and Regulatory Authorities
Arkansas Dept of Finance & Administration	Taxing and Regulatory Authorities
Attorney General of the State of Ohio	Taxing and Regulatory Authorities
CA Franchise Tax Board	Taxing and Regulatory Authorities
California Dept of Tax and Fee Admin	Taxing and Regulatory Authorities
California State Board of Equalization	Taxing and Regulatory Authorities
Colorado Department of Revenue	Taxing and Regulatory Authorities
Commonwealth of KY Department of Revenue	Taxing and Regulatory Authorities
Comptroller of Maryland	Taxing and Regulatory Authorities
Connecticut Department of Revenue Services	Taxing and Regulatory Authorities
Delaware Division of Revenue Bankruptcy Service	Taxing and Regulatory Authorities
Department of the Treasury - Internal Revenue Service	Taxing and Regulatory Authorities
Florida Dept of Revenue	Taxing and Regulatory Authorities
Georgia Dept of Revenue	Taxing and Regulatory Authorities
Hawaii Dept of Taxation	Taxing and Regulatory Authorities
Idaho State Tax Commission	Taxing and Regulatory Authorities
Illinois Dept of Revenue	Taxing and Regulatory Authorities
Illinois Secretary of State	Taxing and Regulatory Authorities
Illinois State Treasurer	Taxing and Regulatory Authorities
Indiana Dept of Revenue	Taxing and Regulatory Authorities
Iowa Dept of Revenue and Finance	Taxing and Regulatory Authorities
Kansas Dept of Revenue	Taxing and Regulatory Authorities

Kentucky Dept of Revenue	Taxing and Regulatory Authorities
Louisiana Dept of Revenue	Taxing and Regulatory Authorities
Maine Revenue Services	Taxing and Regulatory Authorities
Massachusetts Department of Revenue	Taxing and Regulatory Authorities
Michigan Dept of Treasury	Taxing and Regulatory Authorities
Minnesota Dept of Revenue	Taxing and Regulatory Authorities
Missouri Department of Revenue	Taxing and Regulatory Authorities
Nebraska Dept of Revenue	Taxing and Regulatory Authorities
Nevada Dept of Taxation	Taxing and Regulatory Authorities
New York City Department of Finance	Taxing and Regulatory Authorities
New York State Dept of Finance	Taxing and Regulatory Authorities
North Carolina Dept of Revenue	Taxing and Regulatory Authorities
Office of State Tax Commissioner - North Dakota	Taxing and Regulatory Authorities
Ohio Dept of Taxation	Taxing and Regulatory Authorities
Oklahoma Tax Commission	Taxing and Regulatory Authorities
Oregon Dept of Revenue	Taxing and Regulatory Authorities
Pennsylvania Department of Revenue	Taxing and Regulatory Authorities
Rhode Island Division of Taxation	Taxing and Regulatory Authorities
South Carolina Department of Revenue	Taxing and Regulatory Authorities
South Dakota Dept of Revenue	Taxing and Regulatory Authorities
State of Florida - Department Of Revenue	Taxing and Regulatory Authorities
State of Hawaii	Taxing and Regulatory Authorities
State of Louisiana	Taxing and Regulatory Authorities
State of Michigan - Department of Treasury	Taxing and Regulatory Authorities
State of New Hampshire Dept of Revenue Administration	Taxing and Regulatory Authorities
State of New Jersey	Taxing and Regulatory Authorities
State of New Mexico Taxation & Revenue Department	Taxing and Regulatory Authorities
Tennessee Dept of Revenue	Taxing and Regulatory Authorities
Texas Comptroller of Public Accounts	Taxing and Regulatory Authorities
Utah Dept of Taxation	Taxing and Regulatory Authorities
Vermont Dept of Taxes	Taxing and Regulatory Authorities
Virginia Department of Taxation	Taxing and Regulatory Authorities
Washington DC Office of Tax and Revenue	Taxing and Regulatory Authorities
Washington Dept of Revenue	Taxing and Regulatory Authorities
West Virginia State Tax Dept	Taxing and Regulatory Authorities
Wisconsin Department of Revenue	Taxing and Regulatory Authorities
Wyoming Dept of Revenue	Taxing and Regulatory Authorities
Adobe	Top 30 Unsecured Creditors
Automotive Marketing Consultants, Inc	Top 30 Unsecured Creditors
Avnet Inc	Top 30 Unsecured Creditors
Bertrandt US, Inc.	Top 30 Unsecured Creditors
BROADRIDGE ICS BROADRIDGE INVESTOR COMMUNICATION	Top 30 Unsecured Creditors
Contemporary Amperex Technology Co. Limited	Top 30 Unsecured Creditors
Duck-il Industry Co., Ltd.	Top 30 Unsecured Creditors
FedEx	Top 30 Unsecured Creditors
Future Electronics Corp.	Top 30 Unsecured Creditors
Google LLC	Top 30 Unsecured Creditors
HL Mando (Suzhou) Automotive System Co.,Ltd.	Top 30 Unsecured Creditors
I.G. Bauerhin GmbH	Top 30 Unsecured Creditors
ManpowerGroup US Inc	Top 30 Unsecured Creditors
Montara North America Corporation	Top 30 Unsecured Creditors
MOURI Tech LLC	Top 30 Unsecured Creditors
NBC Universal LLC	Top 30 Unsecured Creditors
NYSE Listings	Top 30 Unsecured Creditors
Prelude Systems Inc	Top 30 Unsecured Creditors
PwC US Tax LLP	Top 30 Unsecured Creditors
Queens Plaza Ventures, LLC	Top 30 Unsecured Creditors
SAP America Inc.	Top 30 Unsecured Creditors
Stratus-X LLC, DBA XD Innovation Am	Top 30 Unsecured Creditors
TESSOLVE DTS INC	Top 30 Unsecured Creditors
Tessolve Semiconductor Private Limited	Top 30 Unsecured Creditors

T-Mobile USA, Inc.	Top 30 Unsecured Creditors
TomTom North America, Inc.	Top 30 Unsecured Creditors
U.S. Bank National Association [2026 Notes Trustee]	Top 30 Unsecured Creditors
Urgent.ly Inc.	Top 30 Unsecured Creditors
Vector North America Inc.	Top 30 Unsecured Creditors
Workday Inc	Top 30 Unsecured Creditors
Andrew R. Vara	United States Trustee's Office Members
Benjamin Hackman	United States Trustee's Office Members
Fang Bu	United States Trustee's Office Members
Hannah M. McCollum	United States Trustee's Office Members
Jane Leamy	United States Trustee's Office Members
Jonathan Lipshie	United States Trustee's Office Members
Joseph Cudia	United States Trustee's Office Members
Joseph McMahon	United States Trustee's Office Members
Linda Casey	United States Trustee's Office Members
Linda Richenderfer	United States Trustee's Office Members
Malcolm M. Bates	United States Trustee's Office Members
Rosa Sierra-Fox	United States Trustee's Office Members
Timothy J. Fox, Jr.	United States Trustee's Office Members
ACS Billing Services	Utility Providers
Acworth Power & Public Works	Utility Providers
AireSpring	Utility Providers
AT&T	Utility Providers
Athens Services	Utility Providers
Bartow County Water Department	Utility Providers
Charter Communications Operating, L	Utility Providers
City of Manhattan Beach	Utility Providers
City of Oklahoma	Utility Providers
City of Tempe	Utility Providers
Cox Business	Utility Providers
Edco Waste & Recycling Service	Utility Providers
Frontier Communications	Utility Providers
Georgia Natural Gas	Utility Providers
Golden State Water Company	Utility Providers
LADWP	Utility Providers
Oklahoma Gas And Electric Company	Utility Providers
Oklahoma Natural Gas	Utility Providers
PG&E	Utility Providers
Recology Sunset Scavenger	Utility Providers
Republic Services #605	Utility Providers
San Diego Gas & Electric (SDG&E)	Utility Providers
SF-Water San Francisco Water Power Sewer	Utility Providers
SoCal Gas	Utility Providers
Southern California Edison	Utility Providers
Southwest Gas Corporation	Utility Providers
SRP Headquarters	Utility Providers
Vista Irrigation District	Utility Providers
Waste Management	Utility Providers
A2MAC1 LLC	Vendors (Other)
Adaptavist Inc	Vendors (Other)
Adaptive Corporation	Vendors (Other)
Amazon Business	Vendors (Other)
AMERICAN AUTO TRANSPORTATION Ltd	Vendors (Other)
Aptiv Electrical Centers(Shanghai) Ltd.	Vendors (Other)
Arcadis Inc. (FKA CallisonRTKL Inc.	Vendors (Other)
Argus Cyber Security LTD.	Vendors (Other)
Arrow Electronics Inc	Vendors (Other)
ATA Engineering, Inc.	Vendors (Other)
Attack Research LLC	Vendors (Other)
Auto-Kabel Management GmbH	Vendors (Other)
AVL Mobility Technologies Inc.	Vendors (Other)

Beijing Jingwei Hirain Technologies Inc	Vendors (Other)
BETA CAE Systems USA, Inc.	Vendors (Other)
BlackBerry Corporation	Vendors (Other)
Bloomberg L.P.	Vendors (Other)
Bridgestone Americas, Inc	Vendors (Other)
Bush Specialty Vehicles, Inc	Vendors (Other)
CASCO IMOS ITALIA S.r.l.	Vendors (Other)

Cato Networks, Inc.	Vendors (Other)
CDW Direct, LLC	Vendors (Other)
Chargepoint, Inc.	Vendors (Other)
Chevalier Technologies Limited	Vendors (Other)
COMM2IG A/S	Vendors (Other)
Conjetta Investments LLC	Vendors (Other)
Continental Development Corporation dba Continental Rosecran	Vendors (Other)
CONTROLWORKS,Inc.	Vendors (Other)
Corinthian Textile Solutions, Inc.	Vendors (Other)
Daniel J. Edelman, Inc.	Vendors (Other)
Dell Marketing L.P. C/O Dell USA L.	Vendors (Other)
Digi-Key Electronics	Vendors (Other)
Dow Jones & Company, Inc.	Vendors (Other)
DSA Systems INC	Vendors (Other)
Efficient Tool Solutions dba Sonic	Vendors (Other)
GAMMA Technologies LLC	Vendors (Other)
Gannett Satellite Information Netwo LLC dba USA TODAY	Vendors (Other)
GFM, LLC DBA The Grove, LLC	Vendors (Other)
Gray West Construction	Vendors (Other)
Hertz Global Holdings	Vendors (Other)
Hon Hai Precision Industry Co., LTD	Vendors (Other)
Humanetics Innovative Solutions Inc	Vendors (Other)
IAC Group (Hrusky)	Vendors (Other)
IAC Group (Slovakia) s.r.o	Vendors (Other)
IAV Automotive Engineering Inc.	Vendors (Other)
Icertis Inc	Vendors (Other)
IMAGINit Technologies	Vendors (Other)
Innovative Pristine Services	Vendors (Other)
Insight Direct USA Inc	Vendors (Other)
Intellias Global Limited	Vendors (Other)
International Automotive Components	Vendors (Other)
J.D. Power	Vendors (Other)
Jama Software, Inc.	Vendors (Other)
JRM Construction West, LLC	Vendors (Other)
KPIT Technologies Inc	Vendors (Other)
Lantronix Canada, ULC DBA Intrinsyc Technologies	Vendors (Other)
LEAR CORPORATION ROMANIA SRL	Vendors (Other)
Lyft, Inc.	Vendors (Other)
Maxion Wheels Czech s.r.o., divize Alukola	Vendors (Other)
Metalcrafters Transparencies & Composites, Inc.	Vendors (Other)
Microsoft Corporation	Vendors (Other)
MOLD TECH SARL Standex Engraving	Vendors (Other)
Mouser Electronics	Vendors (Other)
National Cable Communications, LLC dba Ampersand	Vendors (Other)
Ningbo Xusheng Group Co., Ltd	Vendors (Other)
Obendrauf & Steiner GmbH	Vendors (Other)
Panasonic Automotive System Co	Vendors (Other)
Premikati, Inc.	Vendors (Other)
PricewaterhouseCoopers LLP	Vendors (Other)
Protechnvil System Private Limited	Vendors (Other)
Sachse Construction and Development	Vendors (Other)
Saint-Gobain Sekurit Scandinavia AB	Vendors (Other)
Salesforce.com, Inc	Vendors (Other)
Saratech	Vendors (Other)
Say Technologies LLC	Vendors (Other)
SBS-FEINTECHNIK GmbH & Co.KG	Vendors (Other)
SDL, Inc.	Vendors (Other)
Shanghai Xundao New Energy Technolo Co., Ltd	Vendors (Other)
SHI Headquarters	Vendors (Other)
Shrin LLC	Vendors (Other)
Signtech Electrical Advertising, In	Vendors (Other)

Solana Beach Labs	Vendors (Other)
Sprinklr	Vendors (Other)
Suzhou Sonavox Electronics Co.,Ltd	Vendors (Other)
Synopsys, Inc.	Vendors (Other)
Terapixels Systems Inc.	Vendors (Other)
The MathWorks, Inc.	Vendors (Other)
The New York Times	Vendors (Other)
The Whiting-Turner Contracting Comp	Vendors (Other)
ThermoAnalytics, Inc.	Vendors (Other)
Thundercomm America Corp	Vendors (Other)
thyssenkrupp Federn und Stabilisato GmbH	Vendors (Other)
Trace3, LLC	Vendors (Other)
Transmit.Live LLC	Vendors (Other)
TrueInsight LLC	Vendors (Other)
TTI, INC. - USA	Vendors (Other)
Unity Technologies ApS	Vendors (Other)
Webasto Roof & Components SE	Vendors (Other)
Xiezhong International Thermal Management Systems (Jiangsu) Co., L	Vendors (Other)

Exhibit D

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FISKER INC., *et al.*,	Case No. 24-11390 (TMH)
	(Jointly Administered)
Debtors.[1]	**Re: Docket No. ___**

ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE

Upon the application (the "**Application**")[2] of Fisker Inc. and certain of its affiliates (collectively, the "**Debtors**"), for entry of an order, pursuant to section 156(c) of title 28 of the United States Code, section 503(b) of the Bankruptcy Code, Bankruptcy Rules 2002(f) and 2016, and Local Rule 2002-1(f), authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global ("**Verita**") as Claims and Noticing Agent, as more fully described in the Application; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter an order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related

[1] The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or Delaware file numbers, are as follows: Fisker Inc. (0340); Fisker Group Inc. (3342); Fisker TN LLC (6212); Blue Current Holding LLC (6668); Platinum IPR LLC (4839); and Terra Energy Inc. (0739). The address of the debtors' corporate headquarters is 14 Centerpointe Drive, La Palma, CA 90623.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Application and the Gershbein Declaration; and the Court having held a hearing to consider the relief requested in the Application (the "**Hearing**"); and the Court having determined that the legal and factual bases set forth in the Application and the Gershbein Declaration and at the Hearing establish just cause for the relief granted herein; and the Court having found that the relief requested in the Application is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Application, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth in this order (this "**Order**").

2. The Debtors are authorized to employ and retain Verita as Claims and Noticing Agent effective *nunc pro tunc* to the Petition Date in accordance with the terms of the Services Agreement.

3. Verita is authorized to perform the Claims and Noticing Services described in the Application.

4. Verita shall serve as the custodian of Court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases. Verita is authorized and directed, to the extent applicable, to (a) maintain an official Claims Register for each of the

Debtors, (b) provide public access to every proof of claim unless otherwise ordered by the Court, and (c) provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. Verita is authorized and directed, to the extent applicable, to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

6. Verita is authorized to take such other action to comply with all duties set forth in the Application.

7. The Debtors are authorized to compensate Verita in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

8. Verita shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, and counsel to any official committee appointed in the Chapter 11 Cases.

9. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices; *provided*, that the parties may seek resolution of the matter from the Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Verita incurred pursuant to the Services Agreement shall be treated as administrative expenses of the Debtors' estates.

11. Verita will hold its retainer under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

12. The Debtors shall indemnify Verita under the terms of the Services Agreement, as modified pursuant to this Order.

13. Verita shall not be entitled to indemnification, contribution, or reimbursement under the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

14. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either (a) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from Verita's bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, fraud, or willful misconduct, (b) for a contractual dispute in which the Debtors allege breach of Verita's contractual obligations under the Services Agreement, unless the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (c) settled prior to a judicial determination as to the exclusions set forth in clauses (a) and (b) above, but determined by the Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by the Application or this Order.

15. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal) or (b) the entry of an order closing the Chapter 11 Cases, Verita believes that it is entitled to the payment of

any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Services Agreement (as modified by this Order), including the advancement of defense costs, Verita must file an application therefor in the Chapter 11 Cases, and the Debtors may not pay any such amounts to Verita before the entry of an order by the Court approving the payment. This paragraph 15 is intended only to specify the period of time under which the Court shall have jurisdiction over any request for payment related to indemnification, contribution, or reimbursement. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

16. The limitation of liability provision in section IX of the Services Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

17. In the event that Verita is unable to provide the services set forth in this Order or the Services Agreement, Verita shall immediately notify the Clerk and counsel to the Debtors and, upon approval of the Court, cause to have all original proofs of claim and computer information turned over to another Claims and Noticing Agent with the advice and consent of the Clerk and counsel to the Debtors.

18. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for additional services that are to be performed by Verita but are not specifically authorized by this Order.

19. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

20. Verita shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

21. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

22. The Debtors and Verita are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

23. Notwithstanding any term in the Services Agreement to the contrary, the Court shall retain jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.