

Simas Ceckauskas  
710 Mountain View Pl  
El Cajon, CA 92021  
USA

RECEIVED  
2025 MAY 12 AM 10:49  
CLERK  
US BANKRUPTCY COURT  
DISTRICT OF DELAWARE

May 6, 2025

Clerk of the Court  
United States Bankruptcy Court  
District of Delaware  
824 Market Street, 3rd Floor  
Wilmington, DE 19801

RE: In re Fisker Inc., et al. - Chapter 11, Case No. 24-11390 (TMH)  
Claim Nos.: 449 and 468

Dear Clerk,

I respectfully submit the enclosed Response to the Liquidating Trustee-s Seventh Omnibus Objection (Substantive) concerning my claims (Nos. 449 and 468), both of which were submitted in the total amount of \$44,162.17.

This response includes factual justification for my claim, which relates to undelivered vehicle features, unfulfilled warranty obligations, and consumer damages from the failure to support the Fisker Ocean One vehicle post-purchase. Supporting documents are attached.



241139025051200000000001

Please file this response on the docket for the above-referenced case and ensure proper service to the Liquidating Trustee.

Sincerely,

Simas Ceckauskas

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

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2025 MAY 12 AM 10:49  
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US BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re:

Fisker Inc., et al.,

Debtors.

Chapter 11

Case No. 24-11390 (TMH)

(Jointly Administered)

RESPONSE OF SIMAS CECKAUSKAS TO LIQUIDATING TRUSTEE'S SEVENTH OMNIBUS OBJECTION  
(SUBSTANTIVE) TO CERTAIN NO LIABILITY AND MISCLASSIFIED CLAIMS

Claim Nos. 449 and 468

Claim Amount: \$44,162.17

Simas Ceckauskas ("Claimant"), hereby submits this response to the Liquidating Trustee's Seventh Omnibus Objection (Substantive) to Certain No Liability and Misclassified Claims (the "Objection"), and respectfully states as follows:

#### BACKGROUND

1. Claimant is the purchaser and registered owner of a 2023 Fisker Ocean One vehicle (VIN: VCF1ZBU29PG005605), which was purchased new in January 2024 for approximately \$72,957.

2. Claimant submitted Proof of Claim Nos. 449 and 468 against Fisker Inc. and Fisker Group Inc., respectively, in the amount of \$44,162.17, representing a single claim split across both Debtors. Claim Nos. 449 and 468 were filed separately against Fisker Inc. and Fisker Group Inc., which are effectively the same legal entity operating under different names. This response addresses the single, unified claim totaling \$44,162.17.

3. The basis of the claim is not related to equity ownership or stock losses, but to tangible economic damages resulting from:

- Breach of express written warranties;
- Failure to deliver promised vehicle features and services;
- Out-of-pocket expenses caused by the Debtors- post-petition cessation of support.

#### RESPONSE TO OBJECTION

4. The Objection asserts that Claimant's claim should be disallowed as a "No Liability Claim." This is factually and legally incorrect. Claimant did not hold equity in Fisker nor did he file a claim for stock-related losses. The basis of the claim is fully consumer-based and arises from Debtors- failure to deliver a functional product and related services.

5. Claimant submitted a detailed Addendum to the Proof of Claim, outlining:

- Over \$13,000 in undelivered software features and system upgrades (e.g., ADAS, One Pedal Drive, Alexa integration);
- At least \$15,000 in unused warranty coverage (Claimant received fewer than 500 miles of the promised 60,000-mile coverage);
- \$16,770.96 in undelivered Launch Edition exclusive benefits, as listed in Fisker-s own documentation (e.g., 10-year hotspot, extended warranty, ChargePoint card);
- \$150 in out-of-pocket labor expenses for recall repair;

- Additional pending repairs due to climate fan failure and defective door handles (estimated \$2,450).

6. These losses represent real, documented consumer harm and breach of contract-not speculative equity-related claims.

Additionally, several core features that were explicitly promised are now confirmed to be permanently discontinued, including FM29 OS versions 3.00, 4.00, and 5.00, which were central to the vehicle-s marketed capabilities. Furthermore, the in-car internet connection-advertised as free for life-and the 10-year hotspot service provided as part of the Launch Edition package no longer function. Other features such as -Hollywood Mode- and the built-in vehicle navigation system are also no longer operational. These permanent losses mean I will never receive the software and feature benefits I paid for, further justifying the consumer claim.

7. Claimant therefore respectfully requests that the Court overrule the Trustee-s Objection as it pertains to Claim Nos. 449 and 468 and allow the claim in the amount of \$44,162.17.

#### RESERVATION OF RIGHTS

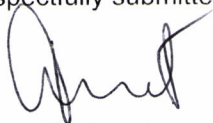
8. Claimant reserves the right to supplement this response with further documentation and evidence, and to appear at the hearing currently scheduled for May 29, 2025 at 10:00 a.m. (ET).

#### CONCLUSION

WHEREFORE, Claimant respectfully requests that the Court deny the Liquidating Trustee-s Objection with respect to Claim Nos. 449 and 468, and grant such other and further relief as the Court deems just and proper.

Dated: May 6, 2025

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Simas', with a stylized flourish at the end.

Simas Ceckauskas

Pro Se Claimant

# **FISKER** **Purchase Order**

Seller's name: Fisker Group Inc  
 Address: 1888 Roscomars Ave  
 City: Manhattan Beach

State: CA

Purchaser's Name: SIMAS CECKAUSKAS  
 Address: 710 Mountain View Pl  
 City/State: El Cajon, CA

Telephone: 6194047997  
 Email: CALMYRAS@YAHOO.COM  
 Zip: 92021

Co-Purchaser's Name: ALMYRAS CECKAUSKAS  
 Address: 710 Mountain View Pl  
 City/State: El Cajon, CA

Email:  
 FiskerVehicleAdmin@fiskerinc.com  
 Zip: 90266

Telephone: 7182899143  
 Email:  
 ALMYRASEMAIL@YAHOO.COM  
 Zip: 92021

## **VEHICLE BEING SOLD**

Stock No: Year: 2023 Make: Fisker Model: Ocean Trim: One

Vin: VGF1ZBU29PG005605

Ref #: 00005  
 Odometer: 15

## **OPTIONS**

Expanding Cargo Organizer  
 Retractable Cargo Area Cover  
 Recycled Floor Mats  
 Tow Package - US

## **VEHICLE PRICE**

Total cash price \$68,999.00  
 Unpaid Balance \$0.00  
 State sales tax \$0.00  
 Title and Registration fee \$250.00  
 Destination & Handling fee \$1,200.00  
 Processing fee \$70,449.00  
 Sub-total \$70,449.00  
 Reservation and Order fees paid \$5,654.17  
 Cash down payment \$786.00  
 \$2,438.00  
 \$85.00  
 \$79,412.17  
 \$5,250.00  
 \$30,000.00

A processing fee is not an official fee. A processing fee is not required by law, but may be charged to buyers for handling documents and performing services related to the closing of a sale. A processing fee may not exceed \$85 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law. Your signature acknowledges Fisker's current Odometer Disclosure on the complying Title. Title and Registration fee estimates may change upon actual date of transfer.

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

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

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

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

You hereby represent and warrant to us that you are the sole legal and record owner of the Vehicle, and that no other party has any interest in or to the Vehicle unless disclosed as Lienholder above.

You agree that you are responsible for any negative equity in connection with vehicle payoff. Funds may be utilized from financing with the new Fisker to cover any negative equity. Seller represents and warrants that the odometer of the Vehicle reflects the actual mileage, unless noted below.

Amount of Mileage in excess of Mechanical limits

IS NOT actual mileage or there is an odometer discrepancy

Total due \$44,162.17

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

PURCHASER S. Czekauskas  
 SELLER Dan Almi

CO PURCHASER A. Czekauskas  
 TITLE Sr VP, Global Marketing, Sales & Service

Date 01/17/2024

Date 01/17/2024

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



Fisker Finance  
PO Box 182055  
Columbus, OH 43218-2055

**FISKER  
FINANCE**

## PROMISSORY NOTE AND SECURITY AGREEMENT

**(IA Residents: THIS IS A CONSUMER CREDIT TRANSACTION; RI Residents: NON-NEGOTIABLE CONSUMER NOTE; LA and WI Residents: CONSUMER PAPER)**

<b>Note Date:</b>	01/18/2024			
<b>Borrower Name:</b>	SIMAS CECKAUSKAS		<b>Borrower Name:</b>	ALMYRAS CECKAUSKAS
<b>Address:</b>	710 MOUNTAIN VIEW PL EL CAJON, CA, SAN DIEGO 92021		<b>Address:</b>	710 MOUNTAIN VIEW PL EL CAJON, CA 92021

**Lender:** JP MORGAN CHASE BANK, NA

Each person ("you") who signs this Promissory Note and Security Agreement ("Agreement") is equally responsible to JPMorgan Chase Bank, N.A. (also referred to as "Chase", "we" and "our") for all obligations under this Agreement, including repaying the amounts below.

### DESCRIPTION OF VEHICLE SECURING THIS LOAN ("Vehicle"):

NEW 2023 FISKER OCEAN ONE AWD VCF1ZBU29PG005605

"e" means an estimate

### TRUTH-IN-LENDING DISCLOSURES:

<u>ANNUAL PERCENTAGE RATE</u>	<u>FINANCE CHARGE</u>	<u>Amount Financed</u>	<u>Total of Payments</u>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
1.99 %	\$ 2,307.23	\$ 44,162.17	\$ 46,469.40 e

**PAYMENT SCHEDULE:** You promise to pay us 59 equal payments of \$ 774.49 due on the same date of each month starting on 03/03/2024 and one final payment of \$ 774.49 due on 02/03/2029.

**PREPAYMENT:** You will not have to pay a penalty if you pay off this loan early.

**SECURITY:** You are giving us a security interest in the Vehicle including any accessories, equipment and replacement parts installed in or on the Vehicle, as further described in this Agreement.

**LIEN FILING FEE:** \$ N/A

**LATE FEE:** If a payment is more than 10 days late, you will be charged 5% of the unpaid portion of the amount due with a minimum of \$25.00 and a maximum of \$50.00.

**OTHER TERMS:** You should read this Agreement in full for additional information, including our security interest in the Vehicle, nonpayment, default, prepayment penalties, and our right to require repayment in full before the scheduled date.

**ADDITIONAL AMOUNTS:** The amount you borrowed from us was determined from information given to us by you, or by people directed by you (such as your dealer). If the amounts are not accurate or if you fail to pay amounts necessary to perfect our first priority lien on title to the Vehicle, we may ask that you pay those additional amounts and if you don't, we may add those amounts to your loan balance and accrue interest at the APR. If that occurs, your minimum monthly payment won't change, but your final payment will be larger.



# FIISKER

## Vehicle Description

Ocean One 2023

**EPA DOT Fuel Economy and Environment**

These estimates reflect new EPA methods beginning July 2017 models.  
Standard SUV range from 13 to 52 MPGe.  
The best vehicle rates 102 MPGe.

**Fuel Economy**

**MPGe** 99 84 37  
combined city-hwy only highway city-hwy  
MPGe per 100 miles

**Driving Range**  
combined city-hwy 360 miles

**Annual fuel cost**  
\$750

**Charge Time 10 hours (240V)**

**fuel economy.gov**

**You save \$4,250 in fuel costs over 5 years**  
compared to the average new vehicle.

**Smog Rating**

**Starline**

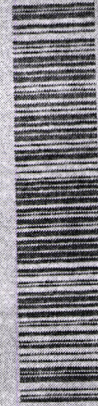
**QR Code**

## Paris Content Information

Assembly location  
Graz, Styria, Austria  
Country of manufacturing engine (ICE)  
Austria  
Country of origin gearbox  
N/A / Austria (integrated)  
China 45%  
Austria 10%  
US/MX/CA content: 5%

## Government 5-Star Safety Rating

Overall Vehicle Score	Not rated
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to the other vehicles of similar size and weight.	
Frontal Crash	Not rated
Based on the test of injury in a frontal impact.	
Side Crash	Not rated
Should ONLY be compared to the other vehicles of similar size and weight.	
Rollover	Not rated
Based on the risk of rollover in a side impact.	



VCFTZBU29PG005605

Price Information (MSRP)	
Basic Price	\$68,999.00
Options	
Big Sur Blue	Included
Retractable Cargo Area Cover	Included
Recycled Floor Mats	\$250.00
22" F30 Slipstream Black	Included
Mailblu (Indigo Alcantara)	Included
Flat & Fold Cargo Floor	Included
Emergency Kit	\$70.00
Tow Package - US	\$1,200.00
Destination & Handling	\$2,438.00
<b>Total Vehicle Price</b>	
	<b>\$72,957.00</b>

### \*Interior Features\*

Revolve 17.1" Central Screen  
Fisker Pulse Audio System Powered by ELS STUDIO 3D\*  
Wireless Phone Charger - Dual  
Digital Rear View Mirror  
Heated Steering Wheel  
Heated Front Seats  
Heated Rear Seats  
Under Seat Storage Box  
Dual Zone HVAC and Row HVAC Control Screen  
Under Seat Storage Box  
6-way Power Front Seats  
40/20/40 Split Rear Seats

### \*Exterior Features\*




SolarSky  
20" Alloy Wheels  
California Mode  
Power Liftgate  
Acoustic Laminated Glass  
LED Headlights  
LED Tail Lights  
Animated Splash Lights

### \*Warranty Coverage & Roadside Assistance\*

Warranty - Basic: 6 Years/60,000 Miles  
Warranty - Powertrain Limited - 10 Years/100,000 Miles  
Warranty - High Voltage Battery Limited - 10 Years/100,000 Miles  
Warranty - Corrosion/Body/Paint Limited - 12 Years  
Regardless of mileage  
Warranty - Safety Restraint System (SRS) Limited - 6 Years/60,000 Miles  
Roadside Assistance - 6 Years/60,000 Miles

<b>Sold to:</b> Adesa San Diego 2175 Cactus Road San Diego CA 92154 US	<b>Shipped to:</b> Adesa San Diego 2175 Cactus Road San Diego CA 92154 US
<b>VIN:</b> VCFIZBU29PG005605	<b>Exterior Color:</b> Big Sur Blue
<b>Model:</b> Ocean	<b>Port of Entry:</b> Port of Los Angeles
	<b>Interior/Seat Color:</b> Mailblu (Indigo Alcantara)
	<b>Transport:</b> Truck



Fisker Ocean One Benefits		Value	Source
Technology	Free vehicle infotainment system upgrades. Every upgrade to your infotainment system—including the next generation ICC chip at a currently estimated worth of \$2,995—is free for you. We expect this chip to be available in the 1st half of 2025.	\$2,995.00	Fisker
Lifetime Complimentary Premium Wireless Connectivity:	Previously 3 years, the service is now extended through the life of your vehicle, and is expected to be upgraded from 4G to 5G in mid-2024.	\$1,000.00	
10-Year Hotspot	Your vehicle will be equipped with a hotspot with up to 15gb of free data usage a month, active for a full decade.	\$2,400.00	Unlimited + In-Vehicle Wi-Fi <b>\$20</b> Includes Verizon
Early access to new features:	You'll be the first to experience new vehicle features, gaining access to them before any other customers.	\$0.00	
\$1,000 ChargePoint gift card:	Charge your Fisker Ocean One for free up to \$1,000 at ChargePoint charging stations nationwide through 2024.	\$1,000.00	Fisker
Extended Warranty	Enjoy our service package that covers repairs on select components of your Fisker Ocean One within the first 4 years or 48,000 miles (whichever occurs first) at no additional cost per the parameters of your service agreement.	\$8,000.00	<a href="https://www.fisker.com/owners/2024-fisker-ocean-one-extended-warranty-and-chargepoint-charging">https://www.fisker.com/owners/2024-fisker-ocean-one-extended-warranty-and-chargepoint-charging</a>
Free First Tire Replacement	You will receive a free set of 4 original Bridgestone Alenza Sport A/S tires (or equivalent) for your first tire replacement at a Fisker Certified Facility.	\$1,375.96	   Costco Tire
Fisker Ocean One Membership Club	You're automatically enrolled in our Fisker Ocean One Membership Club.	\$0.00	
Plus, more premium exclusives to come	Limited edition Fisker branded merchandise, special events, and private test drive opportunities for future vehicle models	\$0.00	
		\$16,770.96	

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	Jan	Feb	Mar	Apr	Future
2024					

Figure 2

request and approval.

**11. Warranty.** Your Fisker Ocean comes with a new vehicle limited warranty listed below. The warranty will be subject to industry standard limitations which will be in the digital Warranty Guide prior to the time your Fisker Ocean is delivered.

Category	Years / Mileage	Years / Kilometers
Basic Warranty	6 / 60,000 miles	6 / 100,000 km
Powertrain Warranty	10 / 100,000 miles	10 / 160,000 km
Battery Warranty	10 / 100,000 miles / 75%	10 / 160,000 km / 75%
Corrosion	12 / Unlimited mileage	12 / Unlimited km

#### Basic Warranty

The cost of all parts and labor necessary for any defective materials are covered for 6 years or 60,000 miles / 6 years or

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100,000 kilometers whichever comes first.

#### Powertrain

Coverage includes the drivetrain and components for 10 years or 100,000 miles / 10 years or 160,000 kilometers, whichever comes first.

#### Battery Pack

Coverage includes all components inside the high-voltage battery at 75% or more of the battery capacity for 10 years or 100,000 miles / 10 years or 160,000 kilometers, whichever comes first.

#### Corrosion (Perforation).

Undamaged body panels that are perforated by corrosion will be covered for 12 years with unlimited miles.