IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 2888, 2889, 2890**

CERTIFICATION OF COUNSEL REGARDING
ORDERS ON (I) 9019 MOTION AND (II) MOTION TO SEAL

The undersigned hereby certifies the following:

1. On October 27, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Motion of Debtors for Entry of an Order (I) Authorizing and Approving the Settlement Agreement By and Among Marelli and OPmobility and (II) Granting Related Relief* [Docket Nos. 2888 (sealed), 2889 (redacted)] (the "9019 Motion"). Attached to the 9019 Motion as Exhibit A is a proposed form of order granting the relief requested in the 9019 Motion (the "Proposed 9019 Order").

2. On October 27, 2026, the Debtors filed the *Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Redact and File Under Seal Certain Sensitive Commercial Information Related to the Settlement Agreement and (II) Granting Related Relief* [Docket No. 2890] (the "Motion to Seal").

3. On October 28, 2026, the Court entered the *Order Shortening Notice and Expediting Hearing on the Motion of Debtors for Entry of an Order (I) Authorizing and Approving*

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://www.veritaglobal.net/Marelli. The location of Marelli Automotive Lighting USA LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

the Settlement Agreement By and Among Marelli and OPmobility and (II) Granting Related Relief [Docket No. 2893] (the "Order Shortening Time"). Pursuant to the Order Shortening Time, objections to the 9019 Motion and the Motion to Seal were due no later than November 2, 2026 at 4:00 p.m. (prevailing Eastern Time).

4. The Debtors received informal comments from certain Consenting Senior Bank Lenders[2] with respect to the relief requested in the 9019 Motion. Attached hereto as **Exhibit A** is a proposed form of order granting the 9019 Motion (the "Revised Proposed 9019 Order"), which incorporates comments from certain Consenting Senior Bank Lenders. Key stakeholders, including certain Consenting Senior Bank Lenders and the Official Committee of Unsecured Creditors, do not object to entry of the Revised Proposed 9019 Order.

5. The Court's docket has been reviewed in these cases and no answer, objection, or other responsive pleading to the 9019 Motion or the Motion to Seal appears thereon.

6. Attached hereto as **Exhibit B** is a redline of the Revised Proposed 9019 Order, showing changes from the Proposed 9019 Order.

7. Attached hereto as **Exhibit C** is a proposed form of order granting the Motion to Seal.

8. The Debtors respectfully request entry of the proposed orders attached hereto as **Exhibit A** and **Exhibit C** at the Court's convenience.

[Remainder of Page Intentionally Left Blank]

[2] As defined in the *Amended Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2851].

Dated: November 3, 2026
Wilmington, Delaware

/s/ Laura Davis Jones

PACHULSKI STANG ZIEHL & JONES LLP
Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Edward A. Corma (DE Bar No. 6718)
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: ljones@pszjlaw.com
tcairns@pszjlaw.com
ecorma@pszjlaw.com

Co-Counsel for the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Nicholas M. Adzima (admitted *pro hac vice*)
Evan Swager (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
nicholas.adzima@kirkland.com
evan.swager@kirkland.com

-and-

Ross M. Kwasteniet, P.C. (admitted *pro hac vice*)
Spencer A. Winters, P.C. (admitted *pro hac vice*)
333 West Wolf Point Plaza
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: ross.kwasteniet@kirkland.com
spencer.winters@kirkland.com

Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Revised Proposed 9019 Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 2888, 2889**

ORDER (I) AUTHORIZING AND APPROVING THE SETTLEMENT AGREEMENT BY AND AMONG MARELLI AND OPMOBILITY AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing and approving the Settlement Agreement by and among Marelli and OPmobility and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declarations; and this Court having jurisdiction over this matter 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; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://www.veritaglobal.net/Marelli. The location of Marelli Automotive Lighting USA LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

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

Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a basis as set forth herein.

2. The Settlement Agreement, including all terms and conditions therein, is approved in all respects.

3. The Debtors and OPmobility are authorized to perform all obligations under the Settlement Agreement.

4. The lack of any specific description or inclusion of any particular provision of the Settlement Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Settlement Agreement be approved in its entirety.

5. In the event of any discrepancy between the Settlement Agreement and this Order, the terms of this Order shall govern.

6. Notwithstanding any provision in the Bankruptcy Rules to the contrary, (a) the Settlement Agreement is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order, unless otherwise provided herein or in the Settlement Agreement, and (b) the Debtors and OPmobility, in their discretion, and without further delay, may take any action and perform any act authorized under this Order with respect to the Settlement Agreement.

7. Nothing contained in the Motion or any order granting the relief requested in the Motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission, concession, or waiver of rights of the Debtors or any party in interest as to the amount of, basis for, validity, priority, enforceability, or perfection of any claim against, lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtors' estates; (b) a promise or requirement to pay any particular claim; (c) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or any order granting the relief requested by the Motion; (d) a request, approval, assumption, adoption, rejection, or termination of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (e) a waiver or limitation of the Debtors or any other party in interest's (i) right to dispute any claim on any grounds or (ii) claims, causes of action, or other rights, under the Bankruptcy Code or any other applicable law; or (f) a waiver of the obligation of any party in interest to file a proof of claim.

8. Nothing in this Order authorizes or approves any right to reimbursement from, or claim against, the Debtors by any party to the Settlement Agreement, the OPmobility/SVP Settlement Agreement, or the French Settlement Agreement (including as described in paragraph 13 of the Motion). To the extent the Debtors receive a request or claim for reimbursement as described in paragraph 13 of the Motion, the Debtors shall provide notice of such claim or reimbursement request to the Fee Notices Parties (as defined in the DIP Orders[3], which for

[3] As defined in the *Amended Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2851] (the "Plan").

purposes of this Order, shall include the Consenting Senior Bank Lenders[4]) in accordance with the terms of the DIP Orders.

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

12. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

[4] As defined in the Plan.

Exhibit B

Revised Proposed 9019 Order - Redline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket ~~No~~Nos. ~~[●]~~2888, 2889**

ORDER (I) AUTHORIZING AND APPROVING THE SETTLEMENT AGREEMENT BY AND AMONG MARELLI AND OPMOBILITY AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing and approving the Settlement Agreement by and among Marelli and OPmobility and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declarations; and this Court having jurisdiction over this matter 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; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://www.veritaglobal.net/Marelli. The location of Marelli Automotive Lighting USA LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

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

having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a basis as set forth herein.

2. The Settlement Agreement, including all terms and conditions therein, is approved in all respects.

3. The Debtors and OPmobility are authorized to perform all obligations under the Settlement Agreement.

4. The lack of any specific description or inclusion of any particular provision of the Settlement Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Settlement Agreement be approved in its entirety.

5. In the event of any discrepancy between the Settlement Agreement and this Order, the terms of this Order shall govern.

6. Notwithstanding any provision in the Bankruptcy Rules to the contrary, (a) the Settlement Agreement is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order, unless otherwise provided herein or in the Settlement Agreement, and (b) the Debtors and OPmobility, in their discretion, and without further delay, may take any action and perform any act authorized under this Order with respect to the Settlement Agreement.

7. Nothing contained in ~~this~~the Motion or any order granting the relief requested in ~~this~~the Motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission, concession, or waiver of rights of the Debtors or any party in interest as to the amount of, basis for, validity, priority, enforceability, or perfection of any claim against, lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtors' estates; (b) a promise or requirement to pay any particular claim; (c) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in ~~this~~the Motion or any order granting the relief requested by ~~this~~the Motion; (d) a request, approval, assumption, adoption, rejection, or termination of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (e) a waiver or limitation of the Debtors or any other party in interest's (i) right to dispute any claim on any grounds or (ii) claims, causes of action, or other rights, under the Bankruptcy Code or any other applicable law; or (f) a waiver of the obligation of any party in interest to file a proof of claim.

8. Nothing in this Order authorizes or approves any right to reimbursement from, or claim against, the Debtors by any party to the Settlement Agreement, the OPmobility/SVP Settlement Agreement, or the French Settlement Agreement (including as described in paragraph 13 of the Motion). To the extent the Debtors receive a request or claim for reimbursement as described in paragraph 13 of the Motion, the Debtors shall provide notice of such claim or reimbursement request to the Fee Notices Parties (as defined in the DIP Orders[3], which for

[3] As defined in the *Amended Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2851] (the "Plan").

purposes of this Order, shall include the Consenting Senior Bank Lenders[4]) in accordance with the terms of the DIP Orders.

9. ~~8.~~ Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

10. ~~9.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

11. ~~10.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

12. ~~11.~~ This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

[4] As defined in the Plan.

Exhibit C

Proposed Order – Motion to Seal

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 2890**

ORDER (I) AUTHORIZING THE DEBTORS TO REDACT AND FILE UNDER SEAL CERTAIN SENSITIVE COMMERCIAL INFORMATION RELATED TO THE SETTLEMENT AGREEMENT AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing the Debtors to redact and file the Confidential Information under seal; (b) directing that the Confidential Information shall remain under seal and confidential and not be made available to anyone, without the prior written consent of the Debtors except to (i) the Court, (ii) the U.S. Trustee, (iii) counsel to the Committee, (iv) any party authorized by Section 15(b) of the Settlement Agreement, and (v) any other party as may be ordered by the Court or agreed to by the Debtors, under appropriate confidentiality agreements reasonably satisfactory to the Debtors that preserve the confidentiality of the Confidential Information (and any information derived therefrom); and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended*

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://www.veritaglobal.net/Marelli. The location of Marelli Automotive Lighting USA LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

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

Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. The Debtors are authorized to redact and file under seal the Confidential Information. The Confidential Information shall remain confidential, and shall not be made available to anyone, other than as provided in paragraph 3 of this Order, without prior written consent of the Debtors or further order of the Court.

3. The Debtors are authorized to cause the Confidential Information to be served on and made available, on a confidential basis, to: (a) the Court, (b) the U.S. Trustee, (c) counsel to the Committee (on a confidential and professional eyes only basis), (d) any party authorized by Section 15(b) of the Settlement Agreement, and (e) any other party as may be ordered by the Court

or agreed to by the Debtors, pursuant to appropriate confidentiality agreements satisfactory to the Debtors that preserve the confidentiality of the Confidential Information (and any information derived therefrom).

4. The Debtors and any party authorized to receive the Confidential Information pursuant to this Order shall, subject to Local Rule 9018-1(d) and without further order of the Court: (a) redact specific references to the information set forth therein from pleadings filed on the public docket maintained in these chapter 11 cases and (b) not use or refer to the information contained in the Confidential Information in any hearing unless appropriate safeguards have been put in place to protect the confidentiality of the information.

5. Any party who receives the Confidential Information in accordance with this Order shall not disclose or otherwise disseminate such Confidential Information to any other person or entity.

6. The requirements set forth in Local Rule 9019-1 are satisfied by the contents of the Motion.

7. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

8. This Order is without prejudice to the rights of any party in interest to seek to unseal and make public any portion of the material filed under seal.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

10. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.