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 ()
Debtors.)	(Joint Administration Requested)

APPLICATION OF DEBTORS
FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON
CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "<u>Debtors</u>") state as follows in support of this application:²

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"), (a) authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as the claims and noticing agent (the "Claims and Noticing Agent") in the Debtors' chapter 11 cases effective as of the Petition Date (as defined herein), including assuming full responsibility for the distribution of notices, and maintenance, processing, and docketing of proofs of claim filed in these chapter 11 cases and (b) granting

A detailed description of the Debtors and their business, including the circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of David Slump, Chief Executive Officer of Marelli Automotive Lighting USA, LLC, in Support of First Day Motions*, filed contemporaneously herewith (the "First Day Declaration"). Capitalized terms used but not defined in this application shall have the meanings ascribed to them in the First Day Declaration. In support of this application, the Debtors submit the *Declaration of Tony Simion, Managing Director of Alvarez & Marsal North America, LLC, in Support of First Day Motions*, filed contemporaneously herewith.



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.

related relief. In support of this application, the Debtors rely upon and incorporate by reference the Declaration of Evan Gershbein in Support of Application of Debtors for Entry of an Order (I) Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief (the "Gershbein Declaration"), attached hereto as Exhibit B.

Jurisdiction and Venue

- 2. The United States Bankruptcy Court for the District of Delaware (the "Court") has 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. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), 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 final orders or judgments in connection herewith consistent with Article III of the United States Constitution.
 - 3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- 4. The statutory bases for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 105(a) and 503(b)(1)(A) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rule 2002(f) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Local Rule 2002-1(e), and the Court's Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c), instituted

by the Office of the Clerk of the Bankruptcy Court (the "Clerk") on February 1, 2012 (the "Claims Agent Protocol").

Background

- 5. The Debtors, together with their non-Debtor affiliates (collectively, "Marelli" or the "Company") are one of the largest international automotive parts suppliers in the world and a pioneer in motorsports and in automobile manufacturing and design. With its headquarters in Saitama, Japan and over 46,000 employees located in twenty-four countries around the world, Marelli designs and produces sophisticated technologies for leading automotive manufacturers, including lighting and sensor integrations, electronic systems, software solutions, and interior design products, and collaborates with motor sports teams and other industry leaders to research and develop cutting-edge, high-performance automotive components.
- 6. On June 11, 2025 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this application, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.
- 7. Although the Debtors have not yet filed their schedules of assets and liabilities and statements of financial affairs, they anticipate that there will be thousands of entities to be noticed. Local Rule 2002-1(e) provides that "[a] chapter 11 debtor with more than 200 parties identified in the list filed under Local Rule 1007-2(a) must file [a] motion [to retain a claims and noticing agent] with its petition or within 7 days thereafter, unless the Court orders otherwise."

In light 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 required by Local Rule 2002-1(e) and is otherwise in the best interests of the Debtors' estates and creditors.

- 8. The Debtors' selection of Verita to act as the Claims and Noticing Agent has satisfied the Claims Agent Protocol, in that the Debtors have obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable given Verita's quality of services and expertise. The terms of Verita's proposed retention are set forth in the that certain Agreement for Services, effective as of May 25, 2025, by and between the Debtors and Verita and attached as Exhibit 1 to the Order (the "Engagement Agreement"). Notwithstanding the terms of the Engagement Agreement, the Debtors are seeking to retain Verita solely on the terms set forth in this application and the proposed Order.
- 9. By separate application, the Debtors will seek authorization to retain and employ Verita as administrative advisor in these chapter 11 cases, pursuant to section 327(a) of the Bankruptcy Code, as the administration of these chapter 11 cases may require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

Verita's Qualifications

10. Verita is one of the country's leading chapter 11 administrators, with 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 and experience in matters of this size and complexity. Indeed, Verita has acted as the official claims and noticing agent in many large

bankruptcy cases pending in this district and other districts nationwide. Verita's cases in this district include: In re CTN Holdings, Inc., et. al., No. 25-10603 (TMH) (Bankr. D. Del. Apr. 3, 2025); In re Leisure Investments Holdings LLC, et. al., No. 25-10606 (LSS) (Bankr. D. Del. Apr. 2, 2025); In re F21 OpCo, LLC, et. al., No. 25-10469 (MFW) (Bankr. D. Del. Mar. 18, 2025); In re Village Roadshow Entertainment Group USA Inc., et. al., No. 25-10475 (TMH) (Bankr. D. Del. Mar. 18, 2025); In re Dynamic Aerostructure LLC, et. al., No. 25-10292 (LSS) (Bankr. D. Del. Feb. 2, 2025); In re Gritstone Bio, Inc., No. 24-12305 (KBO) (Bankr. D. Del. Oct. 16, 2024); In re Fulcrum Bioenergy, Inc., et. al., No. 24-12008 (TMH) (Bankr. D. Del. Sept. 12, 2024); In re QLess Inc., No. 24-11395 (BLS) (Bankr. D. Del. Jun 21, 2024); In re Fisker Inc. et al., Case No. 24-11390 (TMH) (Bankr. D. Del. Jun 19, 2024); 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., et. al., Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); In re InVivo Therapeutics Corporation, et al., Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); In re AN Global, LLC, et al. Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); In re Proterra Inc, et al., Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 7, 2023); In re PGX Holdings, Inc., et al., Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); In re Plastig Inc., et al., Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); In re Christmas Tree Shops, LLC, et al., Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); In re Structurlam Mass Timber U.S., Inc., et al., Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); In re CBC Restaurant Corp., et al., Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); In re Starry Grp. Holdings, Inc., et al., Case No.

- 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); In re Stanadayne LLC, et al., Case No. 23-10207 (JTD) (Bankr. D. Del. Feb. 22, 2023); In re Tricida, Inc., Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 13, 2023); In re Carestream Health, Inc., et al., Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 26, 2022); In re First Guar. Mortg. Corp., et al., Case No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022).
- 11. The appointment of Verita as the Claims and Noticing Agent in these chapter 11 cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these chapter 11 cases, and relieve the Clerk of these administrative burdens. Given the nature of these chapter 11 cases, the Debtors believe that the appointment of Verita as the Claims and Noticing Agent will serve to maximize the value of the Debtors' estates for all stakeholders.

Services to Be Provided by Verita

- 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(e). Any work to be performed by Verita outside of this scope is not covered by this application or by any order granting approval hereof.
- 13. Specifically, Verita will perform the following tasks in its role as the Claims and Noticing Agent in these chapter 11 cases (such tasks, the "<u>Claims and Noticing Services</u>"), as well as all quality control relating thereto:
 - (a) Prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including, without limitation: (i) notice of the commencement of these 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 the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;
- (b) Maintain an official copy of 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 Rule 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, applications, 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 mailing or email addresses, as applicable; (iii) the manner of service; and (iv) the date served;
- (g) Maintain an electronic platform for purposes of filing proofs of claim;
- (h) Process all proofs of claim received, including those received by the Clerk's office, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (i) Maintain the official claims register for each Debtor (collectively, the "<u>Claims Registers</u>") 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; and (vii) any disposition of the claim;
- (j) Provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original proofs of claim;
- (l) Record all transfers of claims and update the creditor matrix after the related objection periods have expired, record all orders entered by the Court that may affect such claims by making a notation on the claims register, and monitor the Court's docket for any claims-related pleading filed and make necessary notations on the claims register;
- (m) File a quarterly updated claims register with the Court in alphabetical and numerical order or, if there has been no claims activity, file a certification to that effect;
- (n) Relocate, by messenger or overnight delivery, all of the court filed proofs of claim to the offices of Verita, not less than weekly;
- (o) Upon completion of the docketing process for all proofs of claim received to date for each case, turn over to the Clerk copies of the claims registers for the Clerk's review (upon the Clerk's request);
- (p) Monitor the Court's docket for all notices of appearance, address changes, 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;
- (q) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (r) Assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (s) Within fourteen days of entry of an order dismissing a case or 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 mailing list into CM/ECF, and (iii) docket a final claims register, which, if the cases

- are jointly administered, shall be one combined register docketed in the lead case containing claims of all cases;
- (t) Within the earlier to occur of fourteen days of entry of an order converting a case a and entry of a termination order, (i) forward to the Clerk an electronic version of all imaged claims, (ii) upload the creditor mailing list into CM/ECF, and (iii) docket a final claims register, which, if the cases are jointly administered, shall be one combined register docketed in the lead case containing claims of all cases;
- (u) Docket a final claims register and creditor mailing matrix in any jointly administered case containing the claims and creditor mailing matrix parties, respectively, of only that specific case; and
- (v) Upon conversion of a chapter 11 case to a chapter 7 case, if there are more than two hundred creditors, (i) continue to serve all notices required to be served, at the direction of the chapter 7 trustee or the Clerk's office, or (ii) submit a termination order.
- 14. 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.

Verita's Compensation

- 15. The Debtors are proposing to compensate Verita for the Claims and Noticing Services set forth above in accordance with the Engagement Agreement and the rate structure attached thereto. The Debtors request that the undisputed fees and expenses incurred by Verita in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.
- 16. Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and to serve monthly invoices on (a) the Debtors, (b) the Office of the United States Trustee for the District of Delaware (the "<u>U.S. Trustee</u>"), (c) counsel for the Debtors, (d) counsel for any official committee monitoring the expenses of the

Debtors, and (e) any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or Verita's monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; *provided* that if resolution is not achieved, the parties may seek resolution of the matter from the Court.

- 17. Prior to the Petition Date, the Debtors provided Verita an advance in the amount of \$75,000, which was and received by Verita on June 3, 2025. Verita seeks to first apply the advance to all prepetition invoices, and thereafter, to have the advance replenished to the original advance amount, and thereafter, to hold the advance under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred pursuant to the Engagement Agreement.
- 18. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Verita and its members, officers, employees, representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or any order of the Court. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims and noticing agent in these chapter 11 cases.

Verita's Disinterestedness

19. 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 conflicts system to determine whether it has any relationships with the creditors and initial parties in interest identified by the Debtors. Verita has represented to the Debtors that to the best of its knowledge, and except as set forth in the

Gershbein Declaration, neither Verita nor any of its professionals have any relationship with the Debtors that would impair Verita's ability to serve as Claims and Noticing Agent. To the extent that Verita or its personnel have, or may have had, relationships with certain of the Debtors' creditors as described in the Gershbein Declaration, Verita has represented to the Debtors that those matters are wholly unrelated to these chapter 11 cases.

- 20. In connection with its retention as claims and noticing agent, the Claims and Noticing Agent represents in the Gershbein Declaration, among other things, that:
 - (a) Verita is not a creditor, equity security holder, or insider 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;
 - (c) by accepting employment in these chapter 11 cases, Verita waives any right to receive compensation from the United States government in connection with these chapter 11 cases;
 - (d) in its capacity as the Claims and Noticing Agent, 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;
 - (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 the Claims and Noticing Agent in these 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 these chapter 11 cases shall be at the expense of the Clerk's office.

21. 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

22. This application complies with the Claims Agent Protocol. To the extent that there is any inconsistency between this application, the Order, and the Engagement Agreement, the Order shall govern.

Basis for Relief

- I. Retention and Employment of Verita as Claims and Noticing Agent Is Permitted.
- 23. The Debtors submit that the requested relief is appropriate pursuant to section 28 U.S.C. § 156(c), section 105 of the Bankruptcy Code, Bankruptcy Rule 2002 and Local Rule 2002-1(e). The Court is permitted to appoint Verita as Claims and Noticing Agent in these chapter 11 cases. Pursuant to 28 U.S.C. § 156(c), this Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, 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.

28 U.S.C. § 156(c). Further, section 105(a) of the Bankruptcy Code provides, in pertinent part, as follows:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court

may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(e) provides that upon motion of the debtor or trustee, "[t]he Court may at the First Day Hearing authorize the retention of a claims and noticing agent." Del. Bankr. L.R. 2002-1(e). Additionally, Local Rule 2002-1(e) requires the appointment of a claims and noticing agent in "all cases with more than 200 creditors or parties in interest listed on the creditor matrix." *Id*.

24. In view of the substantial number of parties receiving notice in these chapter 11 cases and the significant number of anticipated claimants, the Debtors submit that the appointment of Verita as the Claims and Noticing Agent is required by the Local Rules and is necessary and in the best interests of the Debtors and their estates and will serve to maximize the value of the Debtors' estates for all stakeholders.

II. Relief Effective as of the Petition Date Is Appropriate.

25. Pursuant to the Debtors' request, Verita has agreed to serve as the Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date, so that Verita may be compensated for its services prior to the approval of this application. The Debtors believe that no party in interest will be prejudiced by granting the employment effective as of the Petition Date, as provided in this 156(c) Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period. The Local Rules empower courts in this district to approve employment effective as of the petition date, and the Debtors submit that such approval is justified here.

Notice

26. The Debtors will provide notice of this application to: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the United States Department of Justice; (h) Mayer Brown LLP, as counsel to the DIP Agent; (i) Davis Polk & Wardwell LLP, as counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent; (j) Young Conaway Stargatt & Taylor, LLP, as counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent; (k) Akin Gump Strauss Hauer & Feld LLP and Cole Schotz P.C., as counsel to the Ad Hoc Group of Senior Lenders; (1) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Sponsors; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties"). As this application is seeking "first day" relief, the Debtors will serve copies of this application and any order entered in respect to this application as required by Local Rule 9013-1(m). In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

27. No prior request for the relief sought in this application has been made to this or any other court.

WHEREFORE, the Debtors request entry of the Order, substantially in the form attached hereto as Exhibit A, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: June 11, 2025 Wilmington, Delaware

/s/ Laura Davis Jones

PACHULSKI STANG ZIEHL & JONES LLP

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Proposed Co-Counsel for the Debtors and Debtors in Possession

Proposed Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

	Re: Docket No
Debtors.	(Joint Administration Requested)
MARELLI AUTOMOTIVE LIGHTING USA LLC,) et al., 1	Case No. 25-11034 ()
In re:) Chapter 11

ORDER (I) AUTHORIZING THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

Upon the application (the "Application")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 retain and appoint Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as claims and noticing agent (the "Claims and Noticing Agent"), pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002(f), and Local Rule 2002-1(e), among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors' chapter 11 cases, (c) provide such other claims and noticing services, and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration and the Gershbein Declaration; 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

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 Application.

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 Application 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 Application 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 Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application 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 Application is granted on a basis as set forth herein.
- 2. Notwithstanding the terms of the Engagement Agreement attached hereto as **Exhibit 1**, the Application is approved solely as set forth in this Order.
- 3. The Debtors are authorized pursuant to 28 U.S.C. § 156(c) and Local Rule 2002-1(e) to retain Verita as Claims and Noticing Agent, effective as of the Petition Date under the terms of the Engagement Agreement, and Verita is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as 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 these chapter 11 cases and is authorized and

directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

- 5. Verita is authorized and directed 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 and this Order.
- 7. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).
- 8. Without further order of this Court, the Debtors are authorized to compensate Verita in accordance with the terms and conditions of the Engagement Agreement, as may be modified by mutual agreement between the Debtors and Verita, upon receipt of reasonably detailed monthly 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.
- 9. Paragraph VII of the Engagement Agreement is hereby stricken from the Engagement Agreement.
- 10. 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, counsel for any statutory committee monitoring the expenses of the Debtors, and any party in interest that specifically requests service of the monthly invoices.

- 11. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices, provided that parties may seek resolution of the matter from the Court if resolution is not achieved.
- 12. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Verita's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtors' chapter 11 estates.
- 13. Verita may first apply its retainer to all prepetition invoices and, thereafter, have the retainer replenished to the original retainer amount and, thereafter, to hold the retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.
- 14. The Debtors are authorized to indemnify the Indemnified Parties (as defined in the Engagement Agreement) under the terms of the Engagement Agreement, subject to the following modifications:
 - (a) The Indemnified Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
 - (b) Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify the Indemnified Parties, or provide contribution or reimbursement to the Indemnified Parties, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Indemnified Parties' gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Indemnified Parties' contractual obligations if 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 (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified; and

- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these chapter 11 cases, the Indemnified Parties believe that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Parties must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Parties before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.
- 15. In the event Verita is unable to provide the Claims and Noticing Services, Verita shall immediately notify the Clerk and Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.
- 16. Verita shall not cease providing claims processing services during these chapter 11 cases for any reason, including nonpayment, without an order of the Court authorizing Verita to do so.
- 17. In the event of any inconsistency between the Engagement Agreement or the Application and this Order, this Order shall govern.
- 18. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
- 19. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

- 20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.
- 21. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.
- 22. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Exhibit 1

Engagement Agreement



This Agreement is entered into as of the 25 day of May 2025, between Marelli Holdings Co., Ltd. (together with its affiliates and subsidiaries, the "Company"), and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). 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. Verita 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. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita'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 "Verita Fee Structure").
- C. Without limiting the generality of the foregoing, Verita 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 Verita 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 Verita 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 Verita.
- E. The Company acknowledges and agrees that Verita 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 Verita 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 Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

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.



prices, charges and rates; provided, however, that if any such increase exceeds 10%, Verita will give thirty (30) days written notice to the Company.

- B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable 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 Verita (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 Verita 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 Verita or paid by Verita to a taxing authority.
- D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.
- E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita'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 Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita 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. 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.
- 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 Verita 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 Verita and the Company. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita 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, Verita shall receive a retainer in the amount of \$75,000 (the "Retainer") that may be held by Verita 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, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the



Agreement. Following termination of the Agreement, Verita 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 Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. 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 Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. 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 Verita under this Agreement.

IV. CONFIDENTIALITY

Each of Verita 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 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.

V. 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 Verita 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 Verita 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 Verita where Verita reasonably believes it will not be paid.
- B. In the event that this contract is terminated, regardless of the reason for such termination, Verita 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 Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita'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 Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.
- C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be



retained by Verita 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 Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita 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 Verita 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.

VI. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, 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 Verita 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.

VII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita 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 Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

VIII. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "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 Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita'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 Verita 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 Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.
- B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita 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 Verita's liability to the Company for any Losses,



whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

- C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita 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; Verita 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 Verita.
- D. The Company agrees that except as expressly set forth herein, Verita 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.

IX. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises 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.

X. INDEPENDENT CONTRACTORS

The Company and Verita 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.

XI. 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:

KCC/Verita Global, 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@veritaglobal.com

Marelli Holdings Co., Ltd. 2-19-4 Miyahara-Cho, Kita-ku, Saitama-city, Saitama 331-0812 Japan

Attn: Marisa Iasenza

E-Mail: marisa.iasenza@marelli.com

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



other.

XII. 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.

XIII. 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 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 Verita.

XIV. 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.

XV. ASSIGNMENT

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

XVI. 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.



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

Kurtzman Carson Consultants, LLC dba Verita Global

BY: Evan Gershbein

DATE: May 25, 2025

TITLE: EVP, Corporate Restructuring Services

Marelli Holdings Co., Ltd.

BY: Marisa Iasenza

DATE: May 26, 2025

TITLE: Chief Legal Officer

Exhibit B

Gershbein Declaration

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 ()
Debtors.) (Joint Administration Requested)

DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF

- I, Evan Gershbein, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:
- 1. I am an Executive Vice President for Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), whose offices are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted, the matters set forth herein are made of my own personal knowledge 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 Entry of an Order (I) Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the

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.

Petition Date and (II) Granting Related Relief, which was filed contemporaneously herewith (the "Application").²

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 comprises leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases. Verita has acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Verita's cases in this district include: In re CTN Holdings, Inc., et. al., No. 25-10603 (TMH) (Bankr. D. Del. Apr. 3, 2025); In re Leisure Investments Holdings LLC, et. al., No. 25-10606 (LSS) (Bankr. D. Del. Apr. 2, 2025); In re F21 OpCo, LLC, et. al., No. 25-10469 (MFW) (Bankr. D. Del. Mar. 18, 2025); In re Village Roadshow Entertainment Group USA Inc., et. al., No. 25-10475 (TMH) (Bankr. D. Del. Mar. 18, 2025); In re Dynamic Aerostructure LLC, et. al., No. 25-10292 (LSS) (Bankr. D. Del. Feb. 2, 2025); In re Gritstone Bio, Inc., No. 24-12305 (KBO) (Bankr. D. Del. Oct. 16, 2024); In re Fulcrum Bioenergy, Inc., et. al., No. 24-12008 (TMH) (Bankr. D. Del. Sept. 12, 2024); In re OLess Inc., No. 24-11395 (BLS) (Bankr. D. Del. Jun 21, 2024); In re Fisker Inc. et al., Case No. 24-11390 (TMH) (Bankr. D. Del. Jun 19, 2024); 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)

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

(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., et. al., Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); In re InVivo Therapeutics Corporation, et al., Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); In re AN Global, LLC, et al. Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); In re Proterra Inc, et al., Case No. 23-11120 (BLS) (Bankr. D. Del. Aug 7, 2023); In re PGX Holdings, Inc., et al., Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); In re Plastig Inc., et al., Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); In re Christmas Tree Shops, LLC, et al., Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); In re Structurlam Mass Timber U.S., Inc., et al., Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); In re CBC Restaurant Corp., et al., Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); In re Starry Grp. Holdings, Inc., et al., Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); In re Stanadayne LLC, et al., Case No. 23-10207 (JTD) (Bankr. D. Del. Feb. 22, 2023); In re Tricida, Inc., Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 13, 2023); In re Carestream Health, Inc., et al., Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 26, 2022); In re First Guar. Mortg. Corp., et al., Case No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022).³

5. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Clerk, the noticing and claims related services specified in the Application and the Engagement Agreement, and at the Debtors' request, such other noticing, claims, administrative, technical, and support services specified in the Application and the Engagement Agreement attached as Exhibit A to the Application.

Because of the voluminous nature of the orders cited herein, they are not attached to the Application. Copies of these orders, however, are available on request of the Debtors' proposed counsel.

- 6. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$75,000. Verita seeks to first apply the retainer to all prepetition invoices and, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.
- 7. In connection with its retention as Claims and Noticing Agent, Verita represents, among other things, the following:
 - (a) Verita is not a creditor, equity security holder, or insider 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;
 - (c) by accepting employment in these chapter 11 cases, Verita waives any right to receive compensation from the United States government in connection with these chapter 11 cases;
 - (d) in its capacity as the Claims and Noticing Agent, 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;
 - (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 the Claims and Noticing Agent in these 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 these chapter 11 cases shall be at the expense of the Clerk's office.

- 8. Although the Debtors do not propose to retain Verita under section 327 of the Bankruptcy Code (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of all the potential parties in interest (the "Potential Parties in Interest") in these chapter 11 cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as **Schedule 1**. 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.
- 9. To the best of my knowledge, none of Verita's employees are related to bankruptcy judges in the District of Delaware, the Office of the United States Trustee for Region 3, any attorney known by Verita to be employed in the Office of the United States Trustee serving the District of Delaware, or are equity security holders of the Debtors.
- 10. 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 and/or administrative advisor for another chapter 11 debtor.
- 11. 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 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.

- 12. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes the following: (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. JP Morgan is listed as a bank on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where JP Morgan may be associated with the Debtors.
- 13. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, 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 Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.
- 14. 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.

- 15. Verita has and will continue to represent clients in matters unrelated to these 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 Debtors' chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.
- Debtors. Certain former partners and associates of Kirkland & Ellis LLP ("K&E"), proposed counsel to the Debtors, currently are employed by Verita. Albert Kass, Verita's Senior Executive Vice President of Corporate Restructuring Services, is a former K&E associate. Mr. Kass' work at K&E was unrelated to the Debtors and these chapter 11 cases. Beth Friedman, a Senior Director with Verita's Corporate Restructuring Services, is a former K&E Restructuring Department Coordinator. Adam Gorman, a Director with Verita's Corporate Restructuring Services, is a former K&E project assistant.
- 17. 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 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.

Executed on June 11, 2025

/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

Schedule 1

Potential Parties in Interest List

Debtors / Affiliates

AUTOMOTIVE LIGHTING UK LIMITED

CALSONIC KANSEI (SHANGHAI)

CORPORATION

CK TRADING DE MEXICO, S. DE R.L. DE C.V.

MAGNETI MARELLI DO BRASIL INDUSTRIA

E COMERCIO LTDA

MARELLI (CHINA) CO., LTD

MARELLI (GUANGZHOU) CORPORATION

MARELLI (INDIA) PRIVATE LIMITED

MARELLI (THAILAND) CO., LTD

MARELLI (XIANG YANG) CORPORATION

MARELLI AFTERMARKET GERMANY GMBH

MARELLI AFTERMARKET ITALY S.P.A.

MARELLI AFTERMARKET POLAND SP. Z O.O.

MARELLI AFTERMARKET SPAIN S.L.U

MARELLI AFTERSALES CO., LTD.

MARELLI ARGENTAN FRANCE SAS

MARELLI AUTOMOTIVE CHASSIS SYSTEM

(GUANGZHOU) CO.,LTD.

MARELLI AUTOMOTIVE COMPONENTS

(GUANGZHOU) CORPORATION

MARELLI AUTOMOTIVE COMPONENTS

(WUHU) CO LTD

MARELLI AUTOMOTIVE COMPONENTS

(WUXI) CORPORATION

MARELLI AUTOMOTIVE ELECTRONICS

(GUANGZHOU) CO. LTD

MARELLI AUTOMOTIVE LIGHTING

(FOSHAN) CO. LTD

MARELLI AUTOMOTIVE LIGHTING

(THAILAND) CO.,LTD

MARELLI AUTOMOTIVE LIGHTING FRANCE

SAS

MARELLI AUTOMOTIVE LIGHTING ITALY

S.P.A.

MARELLI AUTOMOTIVE LIGHTING JIHLAVA

(CZECK REPUBLIC) S.R.O.

MARELLI AUTOMOTIVE LIGHTING JUAREZ

MEXICO S.A DE C.V.

MARELLI AUTOMOTIVE LIGHTING

TEPOTZOTLAN MEXICO S.DE R.L. DE C.V.

MARELLI AUTOMOTIVE LIGHTING USA LLC

MARELLI AUTOMOTIVE SYSTEMS EUROPE

PLC.

MARELLI AUTOMOTIVE SYSTEMS UK

LIMITED

MARELLI BIELSKO-BIALA POLAND SP.ZO.O.

MARELLI BUSINESS SERVICE (DALIAN) CO.,

LTD

MARELLI BUSINESS SERVICE CORP.

MARELLI CABIN COMFORT MEXICANA, S.A.

DE C.V.

MARELLI CABIN COMFORT TRADING DE

MEXICO, S. DE

MARELLI CHINA HOLDING COMPANY

MARELLI CLUJ ROMANIA S.R.L.

MARELLI COFAP DO BRASIL LTDA

MARELLI CORPORATION

MARELLI DO BRASIL INDUSTRIA E

COMERCIO LTDA

MARELLI EAXLE TORINO S.R.L.

MARELLI ENGINEERING (SHANGHAI) CO.,

LIMITED

MARELLI EPT STRASBOURG (FRANCE) S.A.S.

MARELLI ESPAÑA S.A. MARELLI EUROPE S.P.A.

MARELLI FRANCE S.A.S.

MARELLI FUKUSHIMA CORPORATION

MARELLI GERMANY GMBH

MARELLI GLOBAL BUSINESS SERVICES

AMERICA S DE RL DE CV.

MARELLI GLOBAL BUSINESS SERVICES

EUROPE S.R.O.

MARELLI HOLDING USA, LLC

MARELLI HOLDINGS CO., LTD.

MARELLI INDUSTRIA E COMERCIO DE

COMPONENTES AUTOMOTIVOS BRASIL

LTDA

MARELLI INTERNATIONAL TRADING

(SHANGHAI) CO., LTD

MARELLI IWASHIRO CORP.

MARELLI KECHNEC SLOVAKIA S.R.O.

MARELLI KYUSHU CORPORATION

MARELLI MACHINE WORKS CORP.

MARELLI MAKO TURKEY ELEKTRIK

SANAYI VE TICARET ANONIM SIRKETI

MARELLI MEXICANA, S.A. DE C.V.

MARELLI MOROCCO LLC SARL

MARELLI NORTH AMERICA, INC.

MARELLI NORTH CAROLINA USA LLC

MARELLI PLOIESTI ROMANIA S.R.L.

MARELLI POWERTRAIN (HEFEI) CO LTD

MARELLI R&D CO., LIMITED

MARELLI RIDE DYNAMICS MEXICO S. DE R.L. DE C.V.

MARELLI SISTEMAS AUTOMOTIVOS INDUSTRIA E COMERCIO BRASIL LTDA

MARELLI SMART ME UP SAS

MARELLI SOPHIA ANTIPOLIS FRANCE S.A.S.

MARELLI SOSNOWIEC POLAND SP.Z.O.O.

MARELLI SUSPENSION SYSTEMS ITALY S.P.A.

MARELLI TENNESSEE USA LLC

MARELLI TOLUCA MEXICO S. DE R.L. DE C.V.

MARELLI TOOLING (GUANGZHOU)

CORPORATION

MARELLI TURKEY SUSPANSIYON

SISTEMLERI TICARET LIMITED SIRKETI

MARELLI YOKOHAMA K.K.

Known Affiliates - JV

ANFIA AUTOMOTIVE S.C.R.L.

CALSONIC KANSEI KOREA CORPORATION

CHANGCHUN MARELLI AUTOMOTIVE

LIGHTING SYSTEM CO. LTD.

CHANGCHUN MARELLI POWERTRAIN

COMPONENTS CO.LTD.

CK ADJUSTMENTS

COFAP FABRICADORA DE PECAS LTDA

COMPONENTS ADJUSTMENTS

CRF S.C.P.A.

FCA SECURITY S.C.P.A.

HEFEI MARELLI EXHAUST SYSTEMS

CO.LTD.

HIGHLY MARELLI (NANTONG) CAR AIR-

CONDITIONING COMPRESSOR CO., LTD.

HIGHLY MARELLI (WUXI) CLIMATE &

THERMAL CONTROL SYSTEM CO., LTD.

HIGHLY MARELLI HOLDINGS CO., LTD

HMC MM AUTO LTD

HUBEI HUAZHONG MARELLI AUTOMOTIVE

LIGHTING CO. LTD

LEDDARTECH INC.

MAGNETI MARELLI ARGENTINA S.A.

MAGNETI MARELLI CONJUNTOS DE ESCAPE

S.A.

MAGNETI MARELLI REPUESTOS S.A.

MAGNETI MARELLI SOUTH AFRICA

(PROPRIETARY) LIMITED

MARELLI SWEDEN AB

MARELLI ADJUSTMENTS

MARELLI AUTOMOTIVE COMPONENTS

(CHANGSHA) CO. LTD

MARELLI AUTOMOTIVE DOO KRAGUJEVAC

MARELLI AUTOMOTIVE LIGHTING

BROTTERODE (GERMANY) GMBH

MARELLI AUTÒMOTIVE LÍGHTING

MALAYSIA SDN. BHD.

MARELLI AUTOMOTIVE LIGHTING RUS

0.0.0.

MARELLI BARCELONA ESPANA S.A.U.

MARELLI ELECTRIC POWERTRAIN

COLOGNE (GERMANY) G.M.B.H.

MARELLI ENGINEERING YANGON CO., LTD.

MARELLI MOTHERSON AUTO SUSPENSION

PARTS PRIVATE LIMITED

MARELLI MOTHERSON AUTOMOTIVE

LIGHTING INDIA PRIVATE LIMITED

MARELLI POWERTRAIN INDIA PRIVATE

LIMITED

MARELLI PWT KECHNEC SLOVAKIA S.R.O.

MARELLI RUS LLC

MARELLI SKH EXHAUST SYSTEMS PRIVATE

LIMITED

MARELLI STUTTGART (GERMANY) GMBH

MARELLI TALBROS CHASSIS SYSTEMS

PRIVATE LIMITED

MARELLI TEPOTZOTLAN MEXICO S.A DE

C.V.

MARELLI UM ELECTRONIC SYSTEMS

PRIVATE LIMITED

MARS SEAL PRIVATE LIMITED

MATAY OTOMOTIV SANAYI VE TICARET AS

MEW

NISSIN KOGYO CO.,LTD.

PT KANSEI INDONESIA MANUFACTURING

SAIC MARELLI POWERTRAIN CO. LTD

SHANGHAI HIGHLY NEW ENERGY

TECHNOLOGY CO., LTD.

SIAM CALSONIC CO., LIMITED

SKH MARELLI EXHAUST SYSTEMS PRIVATE

LIMITED

STATUTORY ADJUSTMENTS

TECHALLIANCE GMBH

TOKYO RADIATOR MFG. CO., LTD.

TOTAL GROUP ELIMINATION

TOTAL GROUP MANUAL JOURNALS

UNI-CALSONIC CORP.

YUE KI INDUSTRIAL CO., LTD.

ZHEJIANG WANXIANG MARELLI SHOCK

ABSORBERS CO. LTD.

Director/Officer

ALANNA ABRAHAMSON

ANDREA CESARE FERRARA

ARTURO ALVAREZ BIN HWEE QUEK DAVID SLUMP DINESH PALIWAL

DR. PUNITA KUMAR-SINHA DR. SHELLENE SANTANA FERNANDO VIVANCO

FRANK HUBER GIORGIO ROSSI HIROFUMI HIRANO

HISAO IIJIMA JOACHIM FETZER JOSE MOLLÁ KAREN SNOW

KENNY SHEN MARISA IASENZA NOBORU YAMAMOTO RAVI TALLAPRAGADA

ROGER MELTZER

SAMANTHA DUCKWITZ SEICHII KAKIZAWA SERENA SALAME SHERRY VASA SHINJI KOBAYASHI

STEFAN M. SELIG

STEFANO SANCASSANI

TAKESHI FUJII

Debtor Restructuring Professionals

ALVAREZ AND MARSAL COLLECTED STRATEGIES KIRKLAND AND ELLIS MORI HAMADA NISHIMURA & ASAHI PJT PARTNERS

Significant Equity Holders KKR CK INVESTMENT L.P.

Banks/Lender/UCC Lien Parties/Administrative Agents

ALTAI GATE SARL (SVP) AOZORA BANK, LTD. AOZORA LOAN SERVICES

APOLLO GLOBAL MANAGEMENT, INC.

ASHTON GATE SARL

BURDOCK

DEUTSCHE BANK

DEVELOPMENT BANK OF JAPAN INC. (DBJ) DEVELOPMENT BANK OF SINGAPORE (DBS) GREEN PASTURE SARL

J.P. MORGAN NA

JAPAN BANK OF INTERNATIONAL

COOPERATION (JBIC) KELLYNCH PARK SARL

MASERATI SS II

MIZUHO FINANCIAL GROUP, INC. NORINCHUKIN BANK (NOCHU BANK) STRATEGIC VALUE PARTNERS (SVP) THE GUNMA BANK, LTD.

TPG INC.

Customers [REDACTED]

Factoring Counterparties

[REDACTED]

Insurance

ACE AMERICAN INSURANCE COMPANY

(CHUBB)

ACE PROPERTY & CASUALTY INSURANCE

COMPANY (CHUBB)

AIG ALLIANZ

ALLIANZ ARGENTINA COMPAÑIA DE SEGUROS SOCIEDAD ANONIMA

ALLIANZ GLOBAL CORPORATE &

SPECIALTY SE

ALLIANZ GLOBAL RISKS US INSURANCE

COMPANY

ALLIANZ INSURANCE PLC

AON SPA

BAJAJ ALLIANZ GENERAL INSURANCE

COMPANY LIMITED BERJAYA SOMPO

CHUBB

CHUBB EUROPEAN GROUP

CHUBB SEGUROS ARGENTINA SA

DIALOG

ENDURANCE ASSURANCE CORPORATION

(SOMPO) ERGO HESTIA

ESSOR INSURANCE

FAIRFAX INSURANCE GROUP

FARMINGTON CASUALTY COMPANY

(TRAVELERS)

FEDERAL INSURANCE COMPANY

GENERALI ITALIA S.P.A.

GO DIGIT GENERAL INSURANCE LIMITED

HDI GLOBAL SE

HDI SEGUROS

HESTIA CAPTIAL LLC

HUATAI INSURANCE GROUP LIMITED

ICICI LOMBARD GENERAL INSURANCE

COMPANY LIMITED

ILLINOIS UNION INSURANCE COMPANY

(CHUBB)

MARKEL AMERICAN INSURANCE COMPANY

MS&AD

NATIONAL UNION FIRE INS. CO. OF

PITTSBURGH, PA

PING AN INSURANCE GROUP PROTECTOR FORSIKRING ASA PROTECTOR INSURANCE UK

SI INSURANCE EUROPE SA

SOMPO AMERICA INSURANCE COMPANY SOMPO GUANGZHOU /PINGAN SHANGHAI

STARR INDEMNITY & LIABILITY COMPANY

SWISS REINSURANCE GROUP SYNDICATE 2623/623 AT LLOYD'S

(BEAZLEY)

TATA AIG GENERAL INSURANCE COMPANY

LIMITED

UNIVERSAL SOMPO GENERAL INSURANCE

COMPANY LIMITED

VHV GROUP

ZURICH AMERICAN INSURANCE COMPANY ZURICH ASEGURADORA ARGENTINA S.A.

ZURICH INSURANCE COMPANY LTD

Litigation

AMBARELLA

AMD INC.

AUDI AG

AUTOMOTIVE AMIENS

AVANCI

BEACON

BELL NORTHERN RESEARCH (BNR)

BETZ UG

BMW GROUP

BROADCOM (AVAGO)

CNC LOGISTICS COMPANY

DAIMLER

DAMATIC

DR. ING. H.C. F. PORSCHE

AKTIENGESELLSCHAFT

ENVIRONMENTAL CONTROL AGENCY OF

SAO PAULO STATE

EUROPEAN COMMISSION

EWA KRUPA

FABRIZIO RIGHETTI

FORD MOTOR COMPANY

GAC FIAT CHRYSLER AUTOMOBILES CO.,

LTD.

GENERAL MOTORS

GUANGZHOU TAX ADMINISTRATION

HIPH

HUAWEI TECHNOLOGIES CO., LTD.

INMOBILIARIA ROCAL

KOSTAL JAPAN CO., LTD.

LUCA OTTAGGLO

MALIKIE INNOVATIONS

MERCEDES-BENZ

MS. AIJU CHEN

NEO WIRELESS

NITCO NOKIA

PALMIRA WIRELESS

PRODUCT DATA MANAGEMENT (PDM)

PROMED (PROGETTO MEDICINA S.R.L)

RENAULT GROUP

SI EXPRESS

SIGNIFY (FOMERLY PHILIPS LIGHTING)

STELLANTIS GROUP

SUZUKI MOTOR CORPORATION

TELEMATICS

THÜRINGER AUFBAUBANK

TOMASZ KRUPA

TORCHLIGHT

VIA OPTRONICS GMBH

VISLAB

VOLKSWAGEN AG

Material Contract Counterparties

COVESTRO S.R.L.

INTEGRATED MICRO-ELECTRONICS INC.

LACROIX ELECTRONICS

LITE-ON AUTOMOTIVE CORP.

OSRAM GMBH

QUALCOMM TECHNOLOGIES

INTERNATIONAL, LTD.

TEXAS INSTRUMENTS INCORPORATED

ZOLLNER ELEKTRONIK AG

Ordinary Course Professionals

PRICEWATERHOUSECOOPERS LLP (PWC)

Potential M&A Counterparties

MOTHERSON GROUP

Surety & Letters of Credit-Issuers

AON PLC

ASSICURATRICE MILANESE

ATRADIUS CREDITO Y CAUCION S.A.

COFACE

COMPAGNIE FRANCAISE D'ASSURANCE

POUR LE COMMERCE EXTERIERUR S.A.

GENERALI ITALIA S.P.A.

INTACT SERVICES

JUNTO SEGUROS S/A

POTTENCIAL SEGURADORA S/A

REVO S.P.A.

S2C SPA

TOKIO MARINE EUROPE SA

TUA ASSICURAZIONI SPA

V. ALEXANDER & CO., INC.

Taxing Authority/Governmental/Regulatory Agencies

ADMINISTRACION GUBERNAMENTAL

INGRESOS PUBLICOS BUENOS AIRES

ADMINISTRACION GUBERNAMENTAL

INGRESOS PUBLICOS BUENOS AIRES

AGENCIA TRIBUTARIA

AGENZIA DELLE ENTRATE

AGENZIA DELLE ENTRATE - DIREZIONE

REGIONALE DEL PIEMONTE

AGENZIA DELLE ENTRATE - DIREZIONE

REGIONALE DELLA LOMBARDIA

AICHI PREFACTURE

ANJYO CITY

ATUGI CITY

BARCELONA PROVINCIAL COUNCIL

CENTRE DES FINANCES PUBLIQUE

CENTRE DES FINANCES PUBLIQUES

CENTRE DES FINANCES PUBLIQUES-

SERVICE DE GESTION COMPTABLE

CITY HAMAMATSU

CITY HIROSHIMA

CITY KAMA

CITY KARITA

CITY NAKATSU

CITY NIHONMATSU

CITY OTSU

CITY SAITAMA

CITY SANO

CITY USA

CITY YOKOHAMA

CITY YOSHIMI

CLUJ NAPOCA AEROPORT

COLNY URAD KOSICE

CUSTOM AUTHORITY/THE CENTRAL

BOARD OF EXCISE & CUSTOMS

DALIAN AREA TAXATION BUREAU OF

CHINA (LIAONING) PILOT FREE TRADE

ZONE, STATE ADMINISTRATION OF

TAXATION

DALIAN HI-TECH INDUSTRIAL PARK

TAXATION BUREAU, STATE

ADMINISTRATION OF TAXATION

DAŇOVÝ ÚRAD BRATISLAVA

DIRECTIA GENERALA DE ADMINISTRARE A

MARILOR CONTRIBUABILI

DIRECTION REGIONALE DES IMPOTS DE

TANGER

DIREZIONE PROVINCIALE I DI MILANO -

UFFICIO TERRITORIALE MAGENTA

DRUGI URZĄD SKARBOWY WARSZAWA-

ŚRÓDMIEŚCIE

ESTATE REVENUE OFFICE

FEDERAL REVENUE OFFICE

FINANČNÍ ÚŘAD PRO KRAJ VYSOČINA

FINANCNI URAD PRO MORAVSKOSLEZSKY

KRAJ

FINANZAMT CHEMNITZ-SÜD

FINANZAMT HEILBRONN

FINANZAMT MÜNCHEN

FINANZAMT REUTLINGEN

FOSHAN NANHAI DISTRICT STATE

TAXATION BUREAU DANZAO TAXATION

BRANCH OFFICE

FRENCH TAX ADMINISTRATION

GST TAX AUTHORITY/THE CENTRAL

BOARD OF INDIRECT TAX & CUSTOMS

GUMMA PREFACTURE

HAMAMATSU CITY

HAUPTZOLLAMT HEILBRONN

HEFEI HIGH-TECH INDUSTRIAL

DEVELOPMENT ZONE TAXATION BUREAU

OF THE STATE ADMINISTRATION OF

TAXATION

HIRATSUKA CITY

HIROSHIMA CITY

HIROSHIMA PREFACTURE

HM REVENUE AND CUSTOMS

HONJYO CITY

INCOME TAX AUTHORITY/CENTRAL BOARD

OF DIRECT TAXES (CBDT)

KAMIMIKAWA CITY

KANAGAWA PREFACTURE

KANAGAWA TAX OFFICE

KANTO SHINETSU TAX BUREAU

KECHNEC MUNICIPALITY LUBELSKI URZĄD SKARBOWY W LUBLINIE MOROCCAN CUSTOMS (NEJTRANS) MUNICIPAL REVENUE OFFICE (AMPARO) MUNICIPAL REVENUE OFFICE (CONTAGEM) MUNICIPAL REVENUE OFFICE (GOIANA) MUNICIPAL REVENUE OFFICE (HORTOLÂNDIA) MUNICIPAL REVENUE OFFICE (LAVRAS) MUNICIPAL REVENUE OFFICE (MAUÁ) MUNICIPAL REVENUE OFFICE (SÃO PAULO) MUNICIPALIDAD DE CÓRDOBA PROVINCIA MUNICIPALIDAD DE VICENTE LÓPEZ PROVINCIA DE BUENOS AIRES NIHONMATSU CITY NIHONMATSU TAX OFFICE OKAZAKI CITY **OMIYA TAX OFFICE OTAMA CITY OURA CITY** PAID TO DEVELOPER UNIT WHICH IN TERN PAID TO MUNCIPAL AUTHORITIES PIERWSZY MAZOWIECKI URZĄD SKARBOWY W WARSZAWIE PLOIESTI CUSTOMS OFFICE PREFACTURE FUKUOKA PREFACTURE FUKUSHIMA

PREFACTURE HIROSHIMA PREFACTURE KANAGAWA PREFACTURE OITA PREFACTURE SAITAMA PREFACTURE SHIZUOKA PREFACTURE TOCHIGI

SAITAMA CITY

SAITAMA PREFACTURE

SANO CITY

SAO OFFICE (BANKAO)

SERVICIO DE ADMINSITRACIÓN

TRIBUTARIA (SAT)

SERVICIUL PUBLIC FINANTE LOCALE

PLOIESTI

SHIMOTSUKE CITY

SHIZUOKA PREFACTURE

SIE CENTRE DE FINANCE PUBLQIUE SPECIALIZOVANÝ FINANČNÍ ÚŘAD

STADT BROTTERODE STADT HEILBRONN STADT NECKARSULM STADT REUTLINGEN

STATE ADMINISTRATION OF TAXATION SHANGHAI PUDONG NEW AREA TAXATION BRANCH NO. 1 TAX OFFICE STATE REVENUE OFFICE (AMAZONAS) STATE REVENUE OFFICE (MATO GROSSO) STATE REVENUE OFFICE (PARÁ) STATE REVENUE OFFICE (PARANÁ) STATE REVENUE OFFICE(ACRE) STATE REVENUE OFFICE(ALAGOAS) STATE REVENUE OFFICE(AMAPÁ) STATE REVENUE OFFICE(BAHIA) STATE REVENUE OFFICE(CEARÁ) STATE REVENUE OFFICE(DISTRITO FEDERAL)

BUREAU FREE TRADE ZONE TAXATION

STATE REVENUE OFFICE(MARANHÃO) STATE REVENUE OFFICE(MINAS GERAIS) STATE REVENUE OFFICE(PARAÍBA)

STATE REVENUE OFFICE(PERNAMBUCO)

STATE REVENUE OFFICE(PIAUÍ)

STATE REVENUE OFFICE(RIO DE JANEIRO) STATE REVENUE OFFICE(RIO GRANDE DO

STATE REVENUE OFFICE(RORAIMA) STATE REVENUE OFFICE(SÃO PAULO)

TANAGURA CITY

TAX AGENCY CZECH REPLUBLIK

TAX OFFICE FOR SELECTED TAXPAYERS

TAX OFFICE TRNAVA

THAI CUSTOMS DEPARMENT

THE FIRST TAX OFFICE OF SHANGHAI PUDONG NEW AREA FREE TRADE ZONE

TAXATION BUREAU, STATE

ADMINISTRATION OF TAXATION

THE FIRST TAXATION OFFICE OF HUADU

DISTRICT TAXATION BUREAU, GUANGZHOU CITY, STATE

ADMINISTRATION OF TAXATION

THE FIRST TAXATION OFFICE OF NANSHA

DISTRICT TAXATION BUREAU, GUANGZHOU CITY, STATE ADMINISTRATION OF TAXATION

THE FIRST TAXATION OFFICE OF SHANGHAI CHANGNING DISTRICT TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION THE FIRST TAXATION OFFICE OF SHANGHAI MINHANG DISTRICT TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION THE FIRST TAXATION OFFICE OF SHANGHAI PUDONG NEW AREA TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION

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