Docket #0255 Date Filed: 07/10/2025

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)
	)	**Hearing Date: August 7, 2025 at 10:00 a.m. (ET)**
	)	**Obj. Deadline: July 31, 2025 at 4:00 p.m. (ET)**

APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 11, 2025, AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") file this application (this "Application") for the entry of an order (the "Order"), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, "Kirkland") as their attorneys effective as of the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Joshua A. Sussberg, the president of Joshua A. Sussberg, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the "Sussberg Declaration"), which is attached hereto as **Exhibit B** and the declaration of Marisa Iasenza, the Chief Legal Officer of Marelli Automotive Lighting USA LLC, which is attached hereto as **Exhibit C** (the "Iasenza Declaration"). In further support of this Application, the Debtors respectfully state as follows.

[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 is 26555 Northwestern Highway, Southfield, Michigan 48033.

Jurisdiction and Venue

1. 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. 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.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules 2014-1 and 2016-1.

Background

4. 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.

5. On June 11, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their

businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 12, 2025, the Court entered an order [Docket No. 102] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On June 25, 2025, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the "Committee") [Docket No. 184]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

6. A description of the Debtors' business, the reasons for commencing the chapter 11 cases, and the relief sought from the Court to allow for a smooth transition into chapter 11 are set forth in the *Declaration of David Slump, Chief Executive Officer of Marelli Automotive Lighting USA LLC, in Support of First Day Motions*, filed on June 11, 2025 [Docket No. 20], incorporated herein by reference.

Relief Requested

7. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of Kirkland as their attorneys in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Kirkland effective as of October 3, 2024, (the "Engagement Letter"), a copy of which is attached hereto as Exhibit 1 to the Order and incorporated herein by reference.[2]

[2] The Debtors also seek to employ and retain Pachulski Stang Ziehl & Jones LLP ("PSZJ") as Delaware local counsel and as conflicts counsel in connection with these chapter 11 cases to handle matters that the Debtors may encounter that cannot be handled appropriately by Kirkland because of a conflict of interest. It is intended that the services of PSZJ shall complement, and not duplicate, the services to be rendered by Kirkland. Moreover, the responsibilities of PSZJ shall be confined to discrete legal matters that are distinct from the matters handled by Kirkland. PSZJ shall act on its own and will not act under the direct supervision of Kirkland.

Kirkland's Qualifications

8. The Debtors seek to retain Kirkland because of Kirkland's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

9. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re Franchise Group, Inc.*, No. 24-12480 (LSS) (Bankr. D. Del. Apr. 1, 2025); *In re JOANN Inc.,* No. 25-10068 (CTG) (Bankr. D. Del. Mar. 4, 2025); *In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Mar. 4, 2025); *In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Dec. 11, 2024); *In re Tupperware Brands Corp.*, No. 24-12156 (BLS) (Bankr. D. Del. Nov. 15, 2024); *In re Wheel Pros, LLC*, No. 24-11939 (JTD) (Bankr. D. Del. Nov. 6, 2024); *In re Accuride Corp.*, No. 24-12289 (JKS) (Bankr. D. Del. Nov. 1, 2025); *In re SunPower Corp.*, No. 24-11659 (CTG) (Bankr. D. Del. Sept. 11, 2024); *In re Vyaire Med., Inc.*, No. 24-11217 (BLS) (Bankr. D. Del. Aug. 5, 2024); *In re Appgate, Inc.*, No. 24-10956 (CTG) (Bankr. D. Del. June 13, 2024).[3]

10. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors' business and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

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[3] Because of the voluminous nature of the orders cited in this Application, they are not attached to this Application. Copies of these orders are available upon request to Kirkland.

Services to be Provided

11. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of Kirkland to render the following legal services:

a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;

b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;

c. attending meetings and negotiating with representatives of creditors and other parties in interest;

d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;

e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;

g. advising the Debtors in connection with any potential sale of assets;

h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;

i. advising the Debtors regarding tax matters;

j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

12. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other restructuring matters and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

13. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

14. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:[4]

[4] For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein. While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

Billing Category[5]	**U.S. Range**
Partners	$1,295-$2,675
Of Counsel	$875-$2,245
Associates	$785-$1,625
Paraprofessionals	$355-$705

15. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.[6]

16. Kirkland represented the Debtors during the eight-month period before the Petition Date, using the hourly rates listed above and in the Sussberg Declaration. Moreover, these hourly rates are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

17. The rate structure provided by Kirkland is appropriate and not significantly different from (a) the rates that Kirkland charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Kirkland will perform in these chapter 11 cases.

18. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been

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5 Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

6 For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file any such notice with the Court.

incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

19. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time-to-time, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

20. Kirkland currently charges the Debtors $0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Rules, Kirkland will charge no more than $0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

21. Per the terms of the Engagement Letter, on November 26, 2024, the Debtors paid $500,000 to Kirkland, which, as stated in the Engagement Letter, constituted a "special purpose retainer" (also known as an "advance payment retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer

totaling $25,165,871.21 in the aggregate. As stated in the Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose retainer upon Kirkland's receipt, any special purpose retainer will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer.[7] A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland in connection therewith, as well as the special purpose retainer transferred by the Debtors to Kirkland, prior to the Petition Date is set forth in the Sussberg Declaration.

22. Pursuant to Bankruptcy Rule 2016(b), Kirkland has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

23. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to Kirkland's special purpose retainer, the amount of Kirkland's special purpose retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

[7] The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition special purpose retainer during the pendency of a chapter 11 case rather than applying such special purpose retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition special purpose retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition special purpose retainer but, instead, will apply any remaining special purpose retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

Kirkland's Disinterestedness

24. To the best of the Debtors' knowledge and as disclosed herein and in the Sussberg Declaration, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Sussberg Declaration.

25. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Supporting Authority

26. The Debtors seek retention of Kirkland as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

> [M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

27. Bankruptcy Rule 2014(a) requires that an application for retention include:

> [S]pecific facts showing the need for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United

> States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

28. The Debtors submit that for all the reasons stated above and in the Sussberg Declaration, the retention and employment of Kirkland as counsel to the Debtors is warranted. Further, as stated in the Sussberg Declaration, Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Sussberg Declaration.

Notice

29. The Debtors have provided notice of this application to the following parties or their respective counsel: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) Paul Hastings LLP and Morris James LLP, as co-counsel to the Committee; (d) the office of the attorney general for each of the states in which the Debtors operate; (e) United States Attorney's Office for the District of Delaware; (f) the Internal Revenue Service; (g) the United States Securities and Exchange Commission; (h) the United States Department of Justice; (i) Mayer Brown LLP, as counsel to the DIP Agent; (j) Davis Polk & Wardwell LLP, as counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent; (k) Young Conaway Stargatt & Taylor, LLP, as counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent; (l) Akin Gump Strauss Hauer & Feld LLP and Cole Schotz P.C., as counsel to the Ad Hoc Group of Senior Lenders; (m) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Sponsors; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties"). A copy of this Application is also

available on the website of the Debtors' notice and claims agent at https://www.veritaglobal.net/Marelli. In light of the nature of the relief requested, the Debtors submit that no other or further notice is required.

No Prior Request

30. 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: July 10, 2025
Southfield, Michigan

/s/ Marisa Iasenza
Marisa Iasenza
Marelli Automotive Lighting USA LLC
Chief Legal Officer

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)
	)	**Hearing Date: August 7, 2025 at 10:00 a.m. (ET)** **Obj. Deadline: July 31, 2025 at 4:00 p.m. (ET)**

NOTICE OF APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 11, 2025, AND (II) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that, on July 10, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors" and together with their non-debtor affiliates, the "Company") filed the *Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 11, 2025, and (II) Granting Related Relief* (the "Application") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that any responses to the Application must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Third Floor, Wilmington, Delaware 19801, and served upon the undersigned, so as to be received on or **before 4:00 p.m. (prevailing Eastern Time) on July 31, 2025**.

[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.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (a) the Debtors, Marelli Automotive Lighting USA LLC, 26555 Northwestern Highway, Southfield, Michigan 48033, Attn.: Marisa Iasenza (marisa.iasenza@marelli.com); (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Spencer A. Winters, P.C. (spencer.winters@kirkland.com), and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Nicholas M. Adzima (nicholas.adzima@kirkland.com) and Evan Swager (evan.swager@kirkland.com); (c) proposed co-counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899 (Courier 19801), Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), and Edward A. Corma (ecorma@pszjlaw.com); (d) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy (Jane.M.Leamy@usdoj.gov) and Timothy J. Fox, Jr. (timothy.fox@usdoj.gov); (e) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason Elder (jason.elder@mayerbrown.com); (f) counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich (timothy.graulich@davispolk.com) and Richard J. Steinberg (richard.steinberg@davispolk.com); (g) counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady (rbrady@ycst.com) and Andrew L. Magaziner (amagaziner@ycst.com); (h) counsel to the Ad Hoc Group of Senior Lenders, (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Ira S. Dizengoff (idizengoff@akingump.com) and Anna Kordas (akordas@akingump.com), (ii) Akin

Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C. 20006, Attn.: Scott Alberino (salberino@akingump.com), Kate Doorley (kdoorley@akingump.com), and Alexander F. Antypas (aantypas@akingump.com); and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com) and Stacy L. Newman (snewman@coleschotz.com); (i) counsel to the Sponsors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn.: Brian S. Hermann (bhermann@paulweiss.com) and Jacob Adlerstein (jadlerstein@paulweiss.com); and (j) co-counsel to the Committee, (i) Paul Hastings LLP, 200 Park Avenue, New York, New York 10166. Attn.: Kristopher M. Hansen (krishansen@paulhastings.com), Jonathan D. Canfield (joncanfield@paulhastings.com), Gabriel E. Sasson (gabesasson@paulhastings.com), and Marcella Leonard (marcellaleonard@paulhastings.com), and (ii) Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801. Attn.: Eric J. Monzo (emonzo@morrisjames.com), Jason S. Levin (jlevin@morrisjames.com), and Siena B. Cerra (scerra@morrisjames.com).

PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON **AUGUST 7, 2025 AT 10:00 A.M. (PREVAILING EASTERN TIME)** BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY JUDGE FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, THIRD FLOOR, COURTROOM #7, WILMINGTON, DELAWARE 19801. ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT SUCH HEARING.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: July 10, 2025
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)
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Proposed Co-Counsel for the Debtors and Debtors in Possession

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-and-

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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

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

ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 11, 2025, AND (II) GRANTING RELATED RELIEF

Upon the application (the "Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (the "Order"), (a) authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, "Kirkland") as their attorneys effective as of the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of Delaware (the "Local Rules"); and (b) granting related relief, and the Court having reviewed the Application, the Declaration of Joshua A. Sussberg, the president of Joshua A. Sussberg, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the "Sussberg Declaration"), and the declaration of Marisa Iasenza, the Chief Legal Officer of Marelli Automotive Lighting USA LLC (the "Iasenza Declaration"); and the Court having found

[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 is 26555 Northwestern Highway, Southfield, Michigan 48033.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the 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 the Court having found based on the representations made in the Application and in the Sussberg Declaration that (a) Kirkland does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the 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 the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the 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 any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.

2. The Debtors are authorized to retain and employ Kirkland as their attorneys effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.

3. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Kirkland will render the following legal services:

a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;

b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;

c. attending meetings and negotiating with representatives of creditors and other parties in interest;

d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;

e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;

g. advising the Debtors in connection with any potential sale of assets;

h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;

i. advising the Debtors regarding tax matters;

j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

4. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*, both in connection with the Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

5. Notwithstanding anything in the Engagement Letter to the contrary, Kirkland shall apply any remaining amounts of its prepetition special purpose retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Kirkland. Kirkland is authorized without further order of the Court to reserve and apply amounts from the prepetition special purpose retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any

objection to Kirkland's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. Notwithstanding anything contained in the Application, its exhibits, and/or any supporting filings, including the Engagement Letter, the Debtors' rights to object to interim and/or final allowance of Kirkland's fees are fully reserved under the applicable bankruptcy law and the procedures set forth in the *Motion of Debtors for Entry of an Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and (II) Granting Related Relief*, filed contemporaneously herewith.

8. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

9. Kirkland shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

10. The Debtors and Kirkland are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

12. To the extent the Application, the Sussberg Declaration, the Iasenza Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

13. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Exhibit 1

Engagement Letter

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Joshua A. Sussberg, P.C.
To Call Writer Directly:
+1 212 446 4829
joshua.sussberg@kirkland.com

601 Lexington Avenue
New York, NY 10022
United States

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Facsimile:
+1 212 446 4900

October 3, 2024

Marisa Iasenza
Marelli Holdings Co., Ltd.
2-19-4 Miyahara-cho
Kita-ku, Saitama City, Saitama 331-0812
Japan

Re: Retention to Provide Legal Services

Dear Ms. Iasenza:

We are very pleased that you have asked us to represent Marelli Holdings Co., Ltd. and only those wholly or partially owned subsidiaries listed in an addendum or supplement to this letter (collectively, "Client") in connection with liability management iniatives. Please note, the Firm's representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

General Terms. This retention letter (this "Agreement") sets forth the terms of Client's retention of Kirkland & Ellis LLP and its affiliates (collectively, the "Firm," "we," "our" or "us") to provide legal services and constitutes an agreement between the Firm and Client (the "Parties"). We have received your Marelli Outside Counsel Policy dated May 28, 2020 ("Outside Counsel Guidelines") and agree to abide by the Outside Counsel Guidelines with the exception of the section regarding conflicts of interest (including which entities are clients). In addition, (1) in section 2.c, while we will attempt to estimate fees to assist you in your planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in a writing signed by us, (2) in Section 4.a, your right to audit will be limited to no more than once annually and we will provide evidence of any reasonably requested documentation (rather than the documentation), (3) in Section 5, we will notify you within 72 hours upon confirming any unauthorized access, use, disclosure, loss or alteration of your confidential information and will take mutually agreed actions by us to avoid or minimize adverse effects and/or damage to you, and (4) in Section 8.b, we agree to comply with all applicable anti-corruption laws, but not your additional policies on your website or as you otherwise make known to us. The terms of this letter regarding conflicts of interest, rates, and the amendments in the

KIRKLAND & ELLIS LLP

previous sentence, shall supersede the Outside Counsel Guidelines and apply to this engagement. This engagement letter, combined with the Outside Counsel Guidelines as discussed above, sets forth our entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm's billing rates from time to time in the ordinary course of the Firm's representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client's planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

Expenses. Expenses related to providing services shall be included in the Firm's statements as disbursements advanced by the Firm on Client's behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. Client agrees to provide to the Firm a "special purpose retainer" (also known as an "advance payment retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct, Dowling v. Chicago Options Assoc., Inc., 875 N.E.2d 1012, 1018 (Ill. 2007), and In re Caesars Entm't Operating Co., Inc., No. 15 01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of $25,000. In addition, Client agrees to provide one or more additional special purpose retainer upon request by the Firm so that the amount of any special purpose retainer remains at or above the Firm's estimated fees and expenses. The Firm may apply the special purpose retainer to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any special purpose retainer is earned by the Firm upon receipt, any special purpose retainer becomes the property of the Firm upon receipt, Client no longer has a property interest in any special purpose retainer upon the Firm's receipt, any special purpose retainer will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any special purpose retainer; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any special purpose retainer held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any special purpose retainer exceeds such fees, expenses, and costs. Client further understands and acknowledges that the use of a special purpose retainer is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of the special purpose retainer is in Client's best interests. The fact that Client has provided the Firm with a special purpose retainer does not affect Client's right to terminate the client-lawyer relationship.

Please be advised that there is another type of retainer known as a "security retainer," as defined in Dowling v. Chicago Options Assoc., 875 N.E.2d at 1018, and In re Caesars Entm't Operating Co., Inc., No. 15 01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client's funds would be held in the Firm's segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client's creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client's choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the special purpose retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client's termination of the Engagement, (b) the Firm's withdrawal, and (c) the substantial completion of the Firm's substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm's services are terminated for any reason, such termination shall be effective only to terminate the Firm's services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm's active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client's behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client's professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include our Firm's internal files including administrative materials, internal communications, and drafts. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction")). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to our Firm and its services.

Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client. The Firm notes that the Firm currently represents or has represented Kohlberg Kravis Roberts & Co. L.P. or their affiliates (collectively, "KKR") and will continue to do so in such unrelated matters. Because Client is engaged in activities (and may in the future engage in additional activities) in which Client's interests may diverge from those of KKR or the Firm's other clients, the possibility exists that KKR or one of the Firm's clients may take positions adverse to Client

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which such other client may have retained the Firm or one of Client's adversaries may retain the Firm in a matter adverse to another entity or person.

In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (such representation an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

Client also agrees that it will not, for itself or any other entity or person, assert that either (i) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (ii) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any of Client's affiliates. Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, parent, subsidiary, affiliate, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

In addition, if a waiver of a conflict of interest necessary to allow the Firm to represent another client in a matter that is not substantially related to the Engagement is not effective for any reason, Client agrees that the Firm may withdraw from the Engagement. Should that occur, Client will not, for itself or any other entity or person, seek to preclude such termination of services or assert that either (a) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (b) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing such other client or acting on such adverse matter.

It is important that you review this letter carefully and consider all of the advantages and disadvantages of waiving certain conflicts of interests that would otherwise bar the Firm from representing parties with interests adverse to you during the time in which the Firm is representing you. You also understand that because this waiver includes future issues and future clients that are unknown and unknowable at this time, it is impossible to provide you with any more details about those prospective clients and matters. Thus, in choosing to execute this waiver, you have recognized the inherent uncertainty about the array of potential matters and clients the Firm might take on in matters that are adverse to you but have nonetheless decided it is in your interest to waive conflicts of interest regarding the Allowed Adverse Representations and waive rights to prohibit the Firm's potential withdrawal should a conflict waiver prove ineffectual.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, may be adverse to Client, or conduct commercial transactions with Client (each, a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

Restructuring Cases. If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

* * *

Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

By: ______________________
Joshua A. Sussberg
Partner

Agreed and accepted this 3rd day of October, 2024

MARELLI HOLDINGS CO., LTD.

By: ______________________
Name: Marisa Iasenza
Title: Chief Legal Officer

<u>ADDENDUM: List of Client Subsidiaries</u>

- Marelli Corporation
- Magneti Marelli Argentina S.A.
- Magneti Marelli Conjuntos de Escape S.A.
- Magneti Marelli Repuestos S.A.
- Cofap Fabricadora de Pecas Ltda
- Magneti Marelli do Brasil Industria e Comercio SA
- Marelli COFAP do Brasil Ltda
- Marelli Industria e Comercio De Componentes Automotivos Brasil Ltda
- Marelli Sistemas Automotivos Industria e Comercio Ltda
- CHANGCHUN Marelli Automotive Lighting System Co. Ltd.
- HUBEI Huazhong Marelli Automotive Lighting Co. Ltd
- Marelli Automotive Ligthting (FOSHAN) Co. Ltd.
- Marelli (China) Co. Ltd
- Marelli Automotive Chassis System (Guangzhou) Co.,Ltd.
- Marelli Automotive Components (CHANGSHA) Co. Ltd.
- Marelli Automotive Components (WUHU) Co. Ltd.
- Marelli Automotive Electronics (Guangzhou) Co Ltd
- Marelli International Trading (SHANGHAI) Co. ltd.
- Marelli Powertrain (Hefei) Co. Ltd.
- SAIC Marelli Powertrain Co. Ltd

CONFIDENTIAL

- ZHEJIANG WANXIANG Marelli Shock Absorbers Co. Ltd.
- Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.
- Automotive Lighting UK Limited
- Marelli Argentan France S.a.s.
- Marelli Automotive Lighting France S.a.s.
- Marelli France S.a.s.
- Marelli Smart me up S.a.s.
- Marelli Sophia Antipolis France S.a.s.
- Marelli Aftermarket Germany GmbH
- Marelli Automotive Lighting Brotterode (Germany) GmbH
- Marelli Automotive Lighting Reutlingen (Germany) GmbH
- Marelli Electric Powertrain Cologne (Germany) G.m.b.H.
- Marelli Stuttgart (Germany) Gmbh
- Marelli Talbros Chassis Systems Pvt Ltd
- HMC MM Auto Ltd
- Marelli (India) Private Ltd
- Marelli Motherson Auto Suspension Parts Private Limited
- Marelli Motherson Automotive Lighting India Private Limited
- Marelli Powertrain India Pvt. Ltd
- Marelli SKH Exhaust Systems Pvt. Ltd
- Marelli UM Electronic Systems Private Limited.

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- SKH Marelli Exhaust Systems Private Ltd
- Mars Seal Private Limited (dormant)
- Marelli Aftermarket Italy S.p.a.
- Marelli Automotive Lighting Italy S.p.A.
- Marelli Europe S.p.A.
- Marelli Suspension Systems Italy S.p.a.
- Marelli Investments S.p.A. in liquidation
- Marelli Yokohama K.K.
- Marelli Automotive Lighting Malaysia Sdn. Bhd.
- Marelli Automotive Lighting Juarez Mexico S.A. De C.V.
- Marelli Automotive Lighting Tepotzotlan Mexico S. de R.L. de C.V.
- Marelli Ride Dynamics Mexico S. de R.L. de C.V
- Marelli Toluca Mexico S.r.l. de CV
- Marelli Morocco LLC S.A.R.L.
- Marelli Aftermarket Poland Spzoo
- Marelli Bielsko-Biala Poland Sp. z.o.o.
- Marelli Sosnowiec Poland Sp.z.o.o.
- Marelli Cluj Romania S.r.l.
- Marelli Automotive Lighting Rus o.o.o.
- Marelli Automotive d.o.o. Beograd in liquidation
- Marelli Kechnec Slovakia s.r.o.

- Marelli PWT Kechnec Slovakia s.r.o.
- Marellli ESPANA SA
- Marelli Aftermarket Spain S.L.U
- Marelli Automotive Lighting (Thailand) Co. Ltd.
- Marelli Mako Turkey Elektrik Sanayi Ve Ticaret. A.S.
- Marelli Turkey Suspansiyon Sistemleri Limited Sirketi
- Matay Otomotiv Yan Sanay Ve Ticaret A.S.
- Marelli Automotive Lighting USA LLC
- Marelli Holding USA LLC
- Marelli North Carolina USA LLC
- Marelli Tennessee USA LLC
- Marelli do Brasil Industria e Comercio Ltda
- Calsonic Kansei (Shanghai) Corporation
- Marelli (Guangzhou) Corporation
- Marelli (Xiang Yang) Corporation
- Marelli Automotive Components (Guangzhou) Corporation
- Marelli Automotive Components (Wuxi) Corporation
- Marelli Automotive Electronics Technology (Wuxi) Corporation
- Marelli China Holding Company
- Marelli Engineering (Shanghai) Co., Limited
- Marelli R&D Co., Limited

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- Marelli Tooling (Guangzhou) Corporation
- Shanghai Highly New Energy Technology
- Chien Tai Industry Co., Ltd.
- Uni-Calsonic Corporation
- Yue Ki Industrial Co., Ltd.
- Highly Marelli Holdings Co. Ltd.
- Marelli Automotive Systems Europe plc.
- Marelli Automotive Systems UK Limited
- Marelli EPT (Strasbourg) France S.a.S.
- Calsonic Kansei Motherson Auto Products Private Limited
- PT Kansei Indonesia Mfg
- Marelli eAxle Torino S.r.l
- Marelli Aftersales Co.,Ltd.
- Marelli Business Service Corporation
- Marelli Fukushima Corporation
- Marelli Iwashiro Corporation
- Marelli Machine Works Corporation
- Marelli Kyushu Corporation
- Nissin Kogyo Co.,Ltd.
- Tokyo Radiator Mfg.Co., Ltd.
- CK Trading de México, S. de R.L. de C.V.

KIRKLAND & ELLIS LLP

CONFIDENTIAL

- Marelli Mexicana, S.A. de C.V.
- Marelli Cabin Comfort Mexicana, S.A. de C.V.
- Marelli Cabin Comfort Trading de Mexico, S. de. R.L. de C.V.:
- Marelli Engineering Yangon Company Limited
- Marelli Ploiesti Romania S.R.L.
- Marelli RUS LLC
- Calsonic Kansei Korea Corporation
- Marelli Sweden AB
- Marelli (Thailand) Co., Ltd
- Siam Calsonic Co., Limited
- Marelli North America, Inc.
- Marelli Business Service (Dalian) CO., Ltd
- Marelli Global Business Services America S de RL de CV
- Marelli Global Business Services Europe s.r.o.

KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2024

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing**: The following list details K&E LLP's charges for duplicating, reprographics and printing services:

    - Black and White Copy or Print (all sizes of paper):
        - $0.16 per impression for all U.S. offices
        - €0.10 per impression in Munich
        - £0.15 per impression in London
        - HK$1.50 per impression in Hong Kong
        - CNY1.00 per impression in Beijing and Shanghai
    - Color Copy or Print (all sizes of paper):
        - $0.55 per impression
    - Scanned Images:
        - $0.16 per page for black and white or color scans
    - Other Services:
        - CD/DVD Duplicating or Mastering - $7/$10 per CD/DVD
        - Binding - $0.70 per binding
        - Large or specialized binders - $13/$27
        - Tabs - $0.13 per item
        - OCR/File Conversion - $0.03 per page
        - Large Format Printing - $1.00 per sq. ft.

- **Secretarial and Word Processing**: Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.

- **Overtime Charges**: Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses**: We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.

- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.

- **Communication Expenses**: We do not charge clients for telephone calls, conference calls, videoconferences or faxes made from K&E LLP's offices.

  Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage**: We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.

- **Messengers**: We charge clients for the actual cost of a third-party vendor messenger.

- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.

- **Online Research Charges**: K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.

- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is $25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.

- **Off-Site Legal Files Storage**: Clients are not charged for off-site storage of files unless the storage charge is approved in advance.

- **Electronic Data Storage**: K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients $6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients $6.00 per month/per GB until the data is either returned to the client or properly disposed of.

- **Tax Filings**: Clients will be charged a fixed fee for certain tax filings. Our standard charge is $400 per Form 8832 election; $250 per Form 83(b) election for the first 20 forms, $100 per form for any additional forms; $1,000 each for Form SS-4 (Foreign); $100 each for Form SS-4 (Domestic); and $75 for each FIRPTA certificate.

- **Calendar Court Services**: Our standard charge is $25 for a court filing and other court services or transactions.

- **Supplies**: There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.

- **Contract Attorneys and Contract Non-Attorney Billers**: If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.

- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants**: If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.

- **Third Party Expenditures**: Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds $50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor. K&E LLP shall in no event incur any third party expenditures in excess of $10,000, individually, without first obtaining the prior written authorization of the client.

Unless otherwise noted, charges billed in foreign currencies are based on current U.S. charges at an appropriate exchange rate.

Exhibit B

Sussberg 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 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	

DECLARATION OF JOSHUA A. SUSSBERG
IN SUPPORT OF THE APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 11, 2025, AND (II) GRANTING RELATED RELIEF

I, Joshua A. Sussberg, being duly sworn, state the following under penalty of perjury:

1. I am the president of Joshua A. Sussberg, P.C., a partner of the law firm of Kirkland & Ellis LLP, located at 601 Lexington Avenue, New York, New York 10022, and a partner of Kirkland & Ellis International, LLP (together with Kirkland & Ellis LLP, collectively, "Kirkland"). I am one of the lead attorneys from Kirkland working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of New York, and I have been admitted to practice in the United States Court of Appeals for the Second Circuit, the United States Court of Appeals for the Fifth Circuit, the United States District Court for the Northern District of Illinois, and the United States District Court for the Southern District of New York. There are no disciplinary proceedings pending against me.

2. I submit this declaration (the "Declaration") in support of the *Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of Kirkland & Ellis*

[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 is 26555 Northwestern Highway, Southfield, Michigan 48033.

LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 11, 2025, and (II) Granting Related Relief (the "Application").[2] Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Kirkland's Qualifications

4. The Debtors seek to retain Kirkland because of Kirkland's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

5. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re JOANN Inc.,* No. 25-10068 (CTG) (Bankr. D. Del. Mar. 4, 2025); *In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Mar. 4, 2025); *In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Dec. 11, 2024); *In re Tupperware Brands Corp.*, No. 24-12156 (BLS) (Bankr. D. Del. Nov. 15, 2024); *In re Wheel Pros, LLC*, No. 24-11939 (JTD) (Bankr. D. Del. Nov. 6, 2024); *In re Accuride Corp.*, No. 24-12289 (JKS) (Bankr. D. Del. Nov. 1, 2025); *In re SunPower Corp.*, No. 24-11659 (CTG) (Bankr. D. Del. Sept. 11, 2024); *In re Vyaire Med., Inc.*, No. 24-11217 (BLS) (Bankr. D. Del. Aug. 5, 2024); *In re Appgate, Inc.*, No. 24-10956 (CTG) (Bankr. D. Del. June 13, 2024); *In re Express, Inc.*, No. 24-10831 (KBO) (Bankr. D. Del. June 4, 2024).[3]

6. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors' business and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both

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[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

[3] Because of the voluminous nature of the orders cited in this Declaration, they are not attached to this Declaration. Copies of these orders are available upon request to Kirkland.

well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to Be Provided

7. Subject to further order of the Court and that certain engagement letter dated October 3, 2024 (the "Engagement Letter"), a copy of which is attached as Exhibit 1 to the Order, the Debtors retained Kirkland to render, without limitation, the following legal services:

a. advising the Debtors with respect to their powers and duties as debtor in possession in the continued management and operation of their businesses and properties;

b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;

c. attending meetings and negotiating with representatives of creditors and other parties in interest;

d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;

e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;

g. advising the Debtors in connection with any potential sale of assets;

h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;

i. advising the Debtors regarding tax matters;

j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

8. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other debtor representations and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

9. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

10. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:[4]

Billing Category[5]	**U.S. Range**
Partners	$1,295-$2,675
Of Counsel	$875-$2,245
Associates	$785-$1,625
Paraprofessionals	$355-$705

11. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paralegals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.[6]

12. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items.

[4] For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein. While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

[5] Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

[6] For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file such notice with the Court.

Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

13. To ensure compliance with all applicable deadlines in these chapter 11 cases, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter between Kirkland and the Debtors, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

14. Kirkland currently charges the Debtors $0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Rules, Kirkland will charge no more than $0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

15. Per the terms of the Engagement Letter, on November 26, 2024, the Debtors paid $500,000 to Kirkland, which, as stated in the Engagement Letter, constituted a "special purpose retainer" (also known as an "advance payment retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer totaling $25,165,871.21 in the aggregate. As stated in the Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the

property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose retainer upon Kirkland's receipt, any special purpose retainer will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer.[7] A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland in connection therewith, as well as the special purpose retainer transferred by the Debtors to Kirkland, prior to the Petition Date is set forth below.

16. During the 90-day period before the Petition Date, the Debtors paid special purpose retainer in the following amounts to Kirkland:

Type of Transaction	**Date**	**Amount of Fees and Expenses Listed on Statement**	**Amount of Special Purpose Retainer Requested**	**Amount of Special Purpose Retainer Received**	**Resulting Special Purpose Retainer Following**
Statement of Fees and Expenses	03/05/2025	$939,052.84			$1,620,545.35
Receipt of Additional Special Purpose Retainer	03/14/2025			$1,500,000.00	$2,559,598.19
Statement of Fees and Expenses	04/02/2025	$1,200,519.10			$420,026.25
Request for Additional Special Purpose Retainer	04/02/2025		$1,200,519.10		$420,026.25
Receipt of Additional Special Purpose Retainer	04/09/2025			$1,200,519.10	$1,620,545.35
Request for Additional Special Purpose Retainer	04/18/2025		$1,831,125.46		$1,620,545.35
Statement of Fees and Expenses	04/21/2025	$1,331,125.46			$289,419.89
Receipt of Additional Special Purpose Retainer	04/30/2025			$1,831,125.46	$2,120,545.35
Statement of Fees and Expenses	05/01/2025	$2,108,903.96			$11,641.39
Request for Additional Special Purpose Retainer	05/01/2025		$3,108,903.96		$11,641.39
Receipt of Additional Special Purpose Retainer	05/16/2025			$3,108,903.96	$3,120,545.35
Statement of Fees and Expenses	05/16/2025	$2,611,300.61			$509,244.74
Request for Additional	05/16/2025		$5,611,300.61		$509,244.74

[7] The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition special purpose retainer during the pendency of a chapter 11 case rather than applying such special purpose retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition special purpose retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition special purpose retainer but, instead, will apply any remaining special purpose retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

Type of Transaction	Date	Amount of Fees and Expenses Listed on Statement	Amount of Special Purpose Retainer Requested	Amount of Special Purpose Retainer Received	Resulting Special Purpose Retainer Following
Special Purpose Retainer					
Receipt of Additional Special Purpose Retainer	05/27/2025			$5,611,300.61	$6,120,545.35
Statement of Fees and Expenses	06/03/2025	$3,845,282.13			$2,275,263.22
Request for Additional Special Purpose Retainer	06/03/2025		$9,000,000.00		$2,275,263.22
Receipt of Additional Special Purpose Retainer	06/06/2025			$9,000,000.00	$11,275,263.22

17. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred, but not yet applied to Kirkland's special purpose retainer, Kirkland's total special purpose retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

18. Pursuant to Bankruptcy Rule 2016(b), Kirkland has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

19. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in*

Larger Chapter 11 Cases Effective As of November 1, 2013 (the "Revised UST Guidelines"), both in connection with this Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

Attorney Statement Pursuant to Revised UST Guidelines

20. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

a. **Question**: Did Kirkland agree to any variations from, or alternatives to, Kirkland's standard billing arrangements for this engagement?

   Answer: No. Kirkland and the Debtors have not agreed to any variations from, or alternatives to, Kirkland's standard billing arrangements for this engagement. The rate structure provided by Kirkland is appropriate and is not significantly different from (a) the rates that Kirkland charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

b. **Question**: Do any of the Kirkland professionals in this engagement vary their rate based on the geographic location of the Debtors' chapter 11 cases?

   Answer: No. The hourly rates used by Kirkland in representing the Debtors are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

c. **Question**: If Kirkland has represented the Debtors in the 12 months prepetition, disclose Kirkland's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Kirkland's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Kirkland's current hourly rates for services rendered on behalf of the Debtors range as follows: [8]

Billing Category	U.S. Range
Partners	$1,295-$2,675
Of Counsel	$875-$2,245
Associates	$785 - $1,625
Paraprofessionals	$355 - $705

Kirkland represented the Debtors from October 3, 2024 to December 31, 2024 before the Petition Date, using the hourly rates listed below:

Billing Category	U.S. Range
Partners	$1,195-$2,465
Of Counsel	$820-$2,245
Associates	$745-$1,495
Paraprofessionals	$325-$625

d. **Question**: Have the Debtors approved Kirkland's budget and staffing plan, and, if so, for what budget period?

Answer: Yes. Specifically, pursuant to the Interim DIP Order,[9] the Debtors must furnish to the Required DIP Lenders a budget report every month and variance report every week, which include detail regarding the fees and expenses incurred, which include detail regarding the fees and expenses incurred in these chapter 11 cases by professionals proposed to be retained by the Company.

Kirkland's Disinterestedness

21. In connection with its proposed retention by the Debtors in these chapter 11 cases, Kirkland undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Kirkland obtained from the Debtors and their representatives the names of

[8] While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

[9] "Interim DIP Order" means the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Haring; and (VI) Granting Related* [Docket No. 109].

individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. Kirkland has searched its electronic database for its connections to the entities listed on **Schedule 1** hereto. In addition, after Kirkland identified all client connections with the parties in interest over a specified time period, Kirkland circulated a survey email to all Kirkland attorneys who billed 10 or more hours to such clients during the prior six years. Further, beyond the individual emails, Kirkland sent a daily report of new matters firm wide. All Kirkland attorneys are responsible for reviewing the daily report of new matters and raising any potential concerns with respect to new representations. Kirkland did not receive any answers in the affirmative to these emails. Additionally, to the extent that I have been able to ascertain that Kirkland has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on **Schedule 2** attached hereto.

22. Kirkland and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Kirkland has searched its electronic database for its connections to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Kirkland will update this Declaration as necessary and when Kirkland becomes aware of additional material information. The following is a list of the categories that Kirkland has searched:[10]

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[10] Kirkland's inclusion of parties in the following Schedules is solely to illustrate Kirkland's conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly

Schedule	Category
1(a)	Debtors
1(b)	Directors/Officers
1(c)	Debtor Restructuring Professionals
1(d)	Bankruptcy Judges
1(e)	Banks-Lender-UCC Lien Parties-Administrative Agents
1(f)	Customers
1(g)	Factoring Counterparties
1(h)	Insurance
1(i)	Known Affiliates – JV
1(j)	Litigation
1(k)	Material Contract Counterparties
1(l)	Ordinary Course Professionals
1(m)	Potential M&A Counterparties
1(n)	Significant Equity Holders
1(o)	Surety & Letters of Credit-Issuers
1(p)	Third Party Professionals
1(q)	U.S. Trustee Office
1(r)	U.S. Utilities
1(s)	Unions
1(t)	Vendors

23. To the best of my knowledge, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

24. Listed on **Schedule 2** to this Declaration are the results of Kirkland's conflicts searches of the above-listed entities.[11] For the avoidance of doubt, Kirkland will not commence

belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described in the schedules.

[11] As referenced in **Schedule 2**, the term "current client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in **Schedule 2**, the term "former client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in **Schedule 2**, the term "closed client" means an entity listed as a client in Kirkland's conflicts search system to whom time

a cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current clients of Kirkland (including entities listed below under the "Specific Disclosures" section of this Declaration) unless Kirkland has an applicable waiver on file or first receives a waiver from such entity allowing Kirkland to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.[12]

25. Of the entities listed on **Schedule 2**, only Kohlberg Kravis Roberts & Co. Inc. ("KKR") and Blackstone Inc. ("Blackstone") each separately represented more than one percent of Kirkland's fee receipts for the twelve-month period ending on June 11, 2025.[13] KKR owns approximately 99.997% of the equity in Debtor Marelli Holdings Co., Ltd. and Blackstone is the parent entity of certain of the Debtors' vendors. Kirkland's current and prior representations of KKR and Blackstone have been in matters unrelated to the Debtors or these chapter 11 cases. I do not believe that any current or former representation of KKR and Blackstone precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

26. Kirkland's conflicts search of the entities listed on **Schedules 1(a) – 1(t)** (that Kirkland was able to locate using its reasonable efforts) reveals, to the best of my knowledge,

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was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. Whether an actual client relationship exists can only be determined by reference to the documents governing Kirkland's representation rather than its potential listing in Kirkland's conflicts search system. The list generated from Kirkland's conflicts search system is over-inclusive. As a general matter, Kirkland discloses connections with "former clients" or "closed clients" for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

12 Contemporaneous with the filing of the Application, the Debtors are also seeking to retain and employ PSZJ as Delaware local counsel and as conflicts counsel with respect to matters pertaining to the Debtors pursuant to the *Debtors' Application for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Co-Counsel for the Debtors Effective as of the Petition Date*.

13 Specific percentages will be disclosed to the U.S. Trustee upon request.

that those Kirkland attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at Kirkland.

27. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Kirkland, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the U.S. Trustee for the District of Delaware (the "U.S. Trustee"), any person employed by the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the District of Delaware, except as disclosed or otherwise described herein.

28. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

29. Generally, it is Kirkland's policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Kirkland does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

30. From time to time, certain former partners of Kirkland are entitled to compensation for a limited period of time following their departure from the firm.

31. From time to time, Kirkland has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Kirkland.

32. Certain insurance companies pay the legal bills of Kirkland clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Kirkland clients as a result of the fact that they pay legal fees on behalf of Kirkland clients.

Specific Disclosures

33. As specifically set forth below and in the attached exhibits, Kirkland represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Kirkland is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

A. Connections to Holders of Equity Interests in the Debtors.

34. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, KKR on a variety of matters. KKR owns approximately 99.997% of the equity interests in Debtor Marelli Holdings Co., Ltd. KKR is separately represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP in connection with these chapter 11 cases. Kirkland has not represented, and will not represent, KKR in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. Kirkland has an applicable waiver on file from both the Debtors and KKR allowing Kirkland to represent the Debtors in these chapter 11 cases.

All current and prior Kirkland representations of KKR have been in matters unrelated to the Debtors or these chapter 11 cases. I do not believe that Kirkland's current or prior representation of KKR precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

B. Connections to Officers and Directors.

35. As disclosed below and on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries and entities associated with the Debtors' current and recent former officers and directors. I do not believe that Kirkland's current or prior representation of the affiliates, subsidiaries, and entities associated with certain officers and directors precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

36. Each of (i) Stefan Selig, (ii) Roger Meltzer, and (iii) Noboru Yamamoto, the special committee of Debtor Marelli Holdings Co., Ltd. (collectively, the "Special Committee"), currently serves, has served, or may serve from time to time, in various management and/or director capacities of certain Kirkland clients or affiliates thereof. Additionally, the Debtors are seeking to retain Selendy Gay PLLC to advise the Special Committee regarding any conflicts matters that may arise between the Company and related parties in connection with these chapter 11 cases. I do not believe that Kirkland's current or prior representation of clients for which the Special Committee serve or have served in management and/or director capacities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

37. Dinesh Paliwal, a director of Debtor Marelli Holdings Co., Ltd. and a partner at KKR, currently serves, has served, or may serve from time to time, in various management and/or director capacities of certain Kirkland clients or affiliates thereof. I do not believe that Kirkland's current or prior representation of clients for which Mr. Paliwal serves or has served in

management and/or director capacities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

C. Connections to Lenders and Other Secured Parties.

38. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented certain holders of the Debtors' prepetition debt or agents under the Debtors' prepetition debt facilities, including Strategic Value Partners, LLC, Mizuho Bank, Ltd., Deutsche Bank AG, MBK Partners HK Limited, and/or various of their respective subsidiaries, affiliates, and employees (collectively, the "Lenders and Other Secured Parties") on a variety of matters. Kirkland's current and prior representations of the Lenders and Other Secured Parties have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, the Lenders and Other Secured Parties in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representations of the Lenders and Other Secured Parties preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

D. Connections to Certain Material Suppliers & Vendors.

39. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain of the Debtors' material suppliers and vendors, including BASF Corporation, Mitsubishi Corporation, Valeo, S.A., and/or certain of their subsidiaries, affiliates, and employees (collectively, the "Suppliers and Vendors") on a variety of matters. Kirkland's current and prior representations of the Suppliers and Vendors have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, the Suppliers and Vendors in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior

representation of the Suppliers and Vendors precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

E. Connections to Largest Customers.

40. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain of the Debtors' customers and/or certain of their subsidiaries, affiliates, and employees (collectively, the "Customers"), on a variety of matters. Kirkland's current and prior representations of the Customers have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, the Customers in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of the Customers precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

F. Connections to Factoring Counterparties.

41. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain confidential entities that are party to factoring arrangements with the Debtors, and/or certain of their respective affiliates and subsidiaries (collectively, the "Factors"), on a variety of matters. Kirkland's current and prior representations of the Factors are and have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, the Factors in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of the Factors precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

G. Connections to Insurers.

42. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain of the Debtors' insurers, including Aon Corporation and/or certain of its

subsidiaries, affiliates, and employees (collectively, "Aon"), on a variety of matters. Kirkland's current and prior representations of Aon have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Aon in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Aon precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

H. Connections to Other Entities.

43. As disclosed on **Schedule 2**, certain parties in interest in these chapter 11 cases are current or former Kirkland restructuring clients, including Aearo Technologies LLC, Ascend Performance Materials Holdings Inc., Northvolt AB, Renesas Electronics Corp., WeWork, Inc., Nautical Solutions LLC, and/or certain of their subsidiaries and affiliates (together with any other current or former Kirkland restructuring client disclosed on **Schedule 2**, the "Restructuring Clients"). Several of the Restructuring Clients are vendors to the Debtors. Kirkland's current and prior representations of the Restructuring Clients have been unrelated to the Debtors or these chapter 11 cases. Kirkland will not represent the Debtors, the Debtors' non-Debtor affiliates, or other entities associated with the Debtors in any matter related to the Restructuring Clients' restructuring matters. Similarly, Kirkland will not represent the Restructuring Clients in any capacity in these chapter 11 cases. To the extent it is necessary for the Debtors or the Restructuring Clients to commence an action against one another, such parties will be represented in such matters by conflicts counsel. I do not believe that Kirkland's current or former representation of the Restructuring Clients precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

I. Other Chapter 11 Professionals.

44. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtors seeks to retain in connection with these chapter 11 cases. Kirkland's current and prior representations of these professionals have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, any such professionals in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of these professionals precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

45. The Debtors' proposed restructuring advisor is Alvarez & Marsal North America, LLC ("A&M Advisory"). As disclosed on **Schedule 2**, Kirkland represents Alvarez & Marsal, Inc. ("A&M Inc."), Alvarez & Marsal Capital, LLC ("A&M Capital"), AMCP Security Holdings L.P. / Centerra Group, LLC, Alvarez & Marsal Tax and UK LLP, and affiliated entities in matters unrelated to the Debtors and these chapter 11 cases. Kirkland also retains Alvarez & Marsal Corporate Performance Improvement, LLC ("A&M CPI"), an affiliate of A&M Advisory, from time to time for administrative services unrelated to the Debtors or these chapter 11 cases. In addition, subject to the parameters discussed in the Kirkland Attorney and Employee Investments section of this Declaration, Kirkland person(s) have invested in one or more funds affiliated with A&M Capital. Further, certain former Kirkland attorneys are currently employed by A&M Advisory. Though previously employed by Kirkland, any work provided by these former Kirkland attorneys while employed by Kirkland was unrelated to the Debtors or these chapter 11 cases.

46. The Debtors' proposed investment banker is PJT Partners LP ("PJT"). As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, PJT, on

a variety of matters. Kirkland's current and prior representations of PJT have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, PJT in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of PJT precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

47. On June 12, 2025, the Court approved Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as the Debtors' notice and claims agent.[14] Verita currently employs certain former Kirkland attorneys and professionals. Though previously employed by Kirkland, any work provided by these former Kirkland attorneys while employed by Kirkland was unrelated to the Debtors or these chapter 11 cases. I do not believe these connections preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

48. One of the Debtors' Japanese counsels is Mori Hamada & Matsumoto ("MHM"). In the past, Kirkland has represented MHM on a variety of matters. Kirkland's prior representations of MHM have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, MHM in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's prior representation of MHM precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

49. The Debtors' proposed tax advisor is KPMG LLP ("KPMG"). As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, KPMG on a variety of matters. Kirkland's current and prior representations of KPMG have been in matters unrelated to

[14] *See Order (I) Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC DBA Verita Global as Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief* [Docket No. 106].

the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, KPMG in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of KPMG precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

50. PricewaterhouseCoopers LLP ("PwC") is one of the Debtors' proposed restructuring advisors. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, PwC, on a variety of matters. Kirkland's current and prior representations of PwC have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, PwC in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of PwC precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

51. The Ad Hoc Group of Senior Lenders has retained Houlihan Lokey, Inc. ("Houlihan") as their investment banker. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, affiliates of Houlihan on a variety of matters. Kirkland's current and prior representations of certain affiliates of Houlihan have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Houlihan or any of its affiliates in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of affiliates of Houlihan precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

52. The Ad Hoc Group of Senior Lenders has retained AlixPartners LLP ("AlixPartners") as their financial advisor. As disclosed on **Schedule 2**, Kirkland currently

represents, and in the past has represented, affiliates of AlixPartners on a variety of matters. Kirkland's current and prior representations of certain affiliates of AlixPartners have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, AlixPartners or any of its affiliates in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of affiliates of AlixPartners precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

J. Potential M&A Transaction Counterparties.

53. The Debtors are in discussions with certain parties (and may be in discussions with other parties in the future) regarding potential M&A transactions regarding the Debtors and their businesses. Due to the inherently competitive nature of this process, it is imperative that the identities of these potential counterparties remain confidential. The Debtors will disclose to the U.S. Trustee the identities of the potential counterparties and Kirkland's connections to such potential counterparties, and Kirkland believes such disclosure is sufficient and reasonable under the circumstances and at this time. However, should the Court request disclosure of the identities of the potential counterparties, the Debtors are prepared to file with the Court under seal a version of this Declaration that contains a schedule of the potential counterparties and Kirkland's connections to such potential counterparties. For the avoidance of doubt, Kirkland will not represent any of the potential counterparties in connection with any matter in these chapter 11 cases.

K. Kirkland Attorney and Employee Investments.

54. From time to time, Kirkland partners, of counsel, associates, and employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the "Investment Funds"), through which such

individuals indirectly acquire an interest in debt or equity securities of many companies, one of which may be one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases, often without Kirkland's knowledge. Each Kirkland person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the Kirkland persons make an investment in the Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

55. From time-to-time Kirkland and/or one or more Kirkland partners and of counsel voluntarily choose to form an entity (a "Passive-Intermediary Entity") to invest in one or more Investment Funds or directly or indirectly in the debt or equity securities of one or more companies. Such Passive-Intermediary Entity is composed only of Kirkland and/or persons who were Kirkland partners and of counsel at the time of the Passive-Intermediary Entity's formation (although some may later become former Kirkland partners and of counsel). Participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of Kirkland's partners and of counsel choose to participate. The Passive-Intermediary Entity generally owns substantially less than one percent of any such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is generally operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell and has no control over such purchases or sales. And, indeed, the Passive-Intermediary Entity often

arranges for statements and communications from certain Investment Funds to be sent solely to a blind administrator who edits out all information regarding the identity of the Investment Fund's underlying investments, so that the Passive-Intermediary Entity does not learn (even after the fact) the identity of the securities purchased, sold, or held by the Investment Fund. To the extent the Passive-Intermediary Entity is or becomes aware of the identity of the securities purchased, sold, or held by the Investment Funds ("Known Holdings"), such Known Holdings are submitted to Kirkland's conflict checking system.

56. From time to time, Kirkland partners, of counsel, associates, and employees personally directly acquire a debt or equity security of a company which may be (or become) one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases. Kirkland has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work, so that all Kirkland attorneys and employees are barred from trading in securities with respect to which they possess confidential information.

L. Other Disclosures.

57. Finally, certain interrelationships exist among the Debtors. Nevertheless, the Debtors have advised Kirkland that the Debtors' relationships to each other do not pose any conflict of interest because of the general unity of interest among the Debtors. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude Kirkland's joint representation of the Debtors in these chapter 11 cases.

58. The spouse of Kirkland partner Helen E. Witt, P.C. is a managing director of JPMorgan Chase & Co. JP Morgan Chase Bank, N.A. and certain of its affiliates are among the Debtors' factoring counterparties. Out of an abundance of caution, Kirkland has instituted

formal screening measures to screen Ms. Witt from all aspects of Kirkland's representation of the Debtors.

59. Reginald Brown, a Kirkland partner, is a member of the board of directors of Blackstone. Blackstone is the parent entity of certain of the Debtors' vendors. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Mr. Brown from all aspects of Kirkland's representation of the Debtors. I do not believe that this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

60. Prior to joining Kirkland, Adarsh Varghese and Austin McCarthy represented Hero Motorcorp (India), the parent entity of a known joint venture affiliate (the "JV Affiliate") of the Debtors, in certain matters unrelated to the Debtors or these chapter 11 cases. Messrs. Varghese and McCarthy have not represented, and will not represent, the JV Affiliate during the pendency of these chapter 11 cases. I do not believe that Messrs. Varghese's and McCarthy's representation of the JV Affiliate precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

61. Prior to joining Kirkland, Beatriz Capeloa Gil represented a potential acquirer of one of the Debtors in certain matters unrelated to these chapter 11 cases. Ms. Capeloa Gil has not represented, and will not represent, such potential acquirer during the pendency of these chapter 11 cases. I do not believe that Ms. Capeloa Gil's representation of the potential acquirer precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

62. Furthermore, prior to joining Kirkland, certain Kirkland attorneys represented clients adverse to Kirkland's current and former restructuring clients. Certain of these attorneys (the "Screened Kirkland Attorneys") will not perform work in connection with Kirkland's representation of the Debtors and will not have access to confidential information related to the

representation. Kirkland's formal ethical screen provides sufficient safeguards and procedures to prevent imputation of conflicts by isolating the Screened Kirkland Attorneys and protecting confidential information.

63. Under Kirkland's screening procedures, Kirkland's conflicts department distributes a memorandum to all Kirkland attorneys and legal assistants directing them as follows: (a) not to discuss any aspects of Kirkland's representation of the Debtors with the Screened Kirkland Attorneys; (b) to conduct meetings, phone conferences, and other communications regarding Kirkland's representation of the Debtors in a manner that avoids contact with the Screened Kirkland Attorneys; (c) to take all measures necessary or appropriate to prevent access by the Screened Kirkland Attorneys to the files or other information related to Kirkland's representation of the Debtors; and (d) to avoid contact between the Screened Kirkland Attorneys and all Kirkland personnel working on the representation of the Debtors unless there is a clear understanding that there will be no discussion of any aspects of Kirkland's representation of the Debtors. Furthermore, Kirkland already has implemented procedures to block the Screened Kirkland Attorneys from accessing files and documents related to the Debtors that are stored in Kirkland's electronic document managing system.

Affirmative Statement of Disinterestedness

64. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

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 knowledge and belief.

Dated: July 10, 2025

Respectfully submitted,

/s/ Joshua A. Sussberg
Joshua A. Sussberg
as President of Joshua A. Sussberg, P.C., as Partner of Kirkland & Ellis LLP; and as Partner of Kirkland & Ellis International LLP

Schedule 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Joshua A. Sussberg in Support of the Application of Debtors for the Entry of an Order (I) Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 11, 2025, and (II) Granting Related Relief* (the "Sussberg Declaration").[1] Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Kirkland & Ellis LLP and Kirkland & Ellis International LLP reviewed each entity in its records, as more fully described in the Sussberg Declaration, matching the incomplete or ambiguous name.

[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Sussberg Declaration.

SCHEDULE 1

List of Schedules

Schedule	Category
1(a)	Debtors
1(b)	Director/Officer
1(c)	Debtor Restructuring Professionals
1(d)	Bankruptcy Judges
1(e)	Banks-Lender-UCC Lien Parties-Administrative Agents
1(f)	Customers
1(g)	Factoring Counterparties
1(h)	Insurance
1(i)	Known Affiliates - JV
1(j)	Litigation
1(k)	Material Contract Counterparties
1(l)	Ordinary Course Professionals
1(m)	Potential M&A Counterparties
1(n)	Significant Equity Holders
1(o)	Surety & Letters of Credit-Issuers
1(p)	Third Party Professionals
1(q)	U.S. Trustee Office
1(r)	U.S. Utilities
1(s)	Unions
1(t)	Vendors

SCHEDULE 1(a)

Debtors

Automotive Lighting UK Ltd.
Calsonic Kansei (Shanghai) Corp.
Changchun Marelli Automotive Lighting System Co. Ltd.
CK Trading De Mexico S De RL De CV
Magneti Marelli Do Brasil Industria E Comercio Ltda
Marelli (China) Co. Ltd.
Marelli (Guangzhou) Corp.
Marelli (India) Private Ltd.
Marelli (Thailand) Co. Ltd.
Marelli (Xiang Yang) Corp.
Marelli Aftermarket Germany GmbH
Marelli Aftermarket Italy SPA
Marelli Aftermarket Poland SP ZOO
Marelli Aftermarket Spain SLU
Marelli Aftersales Co. Ltd.
Marelli Argentan France SAS
Marelli Automotive Chassis System (Guangzhou) Co. Ltd.
Marelli Automotive Components (Changsha) Co. Ltd.
Marelli Automotive Components (Guangzhou) Corp.
Marelli Automotive Components (Wuhu) Co. Ltd.
Marelli Automotive Components (Wuxi) Corp.
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 SPA
Marelli Automotive Lighting Jihlava (Czeck Republic) SRO
Marelli Automotive Lighting Juarez Mexico SA De CV
Marelli Automotive Lighting Tepotzotlan Mexico S.De RL De CV
Marelli Automotive Lighting USA LLC
Marelli Automotive Systems Europe Plc.
Marelli Automotive Systems UK Ltd.
Marelli Bielsko-Biala Poland Sp. ZOO
Marelli Business Service (Dalian) Co. Ltd.
Marelli Business Service Corp.
Marelli Cabin Comfort Mexicana SA De CV
Marelli Cabin Comfort Trading De Mexico
Marelli China Holding Co.
Marelli Cluj Romania SRL
Marelli Cofap Do Brasil Ltda
Marelli Corp.
Marelli Do Brasil Industria E Comercio Ltda
Marelli Eaxle Torino SRL
Marelli Engineering (Shanghai) Co. Ltd.
Marelli Ept Strasbourg (France) SAS
Marelli España SA
Marelli Europe SPA
Marelli France SAS
Marelli Fukushima Corp.
Marelli Germany GmbH
Marelli Global Business Services America
Marelli Global Business Services Europe
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 SRO
Marelli Kyushu Corp.
Marelli Machine Works Corp.
Marelli Mako Turkey Elektrik Sanayi Ve Ticaret Anonim Sirketi
Marelli Mexicana SA De CV
Marelli Morocco LLC
Marelli North America Inc.
Marelli North Carolina USA LLC
Marelli Ploiesti Romania SRL
Marelli Powertrain (Hefei) Co. Ltd.
Marelli R&D Co. Ltd.

Marelli Ride Dynamics Mexico
Marelli Sistemas Automotivos Industria E Comercio Brasil Ltda
Marelli Smart Me Up SAS
Marelli Sophia Antipolis France SAS
Marelli Sosnowiec Poland Sp ZOO
Marelli Suspension Systems Italy SPA
Marelli Tennessee USA LLC
Marelli Toluca Mexico S De RL De CV
Marelli Tooling (Guangzhou) Corp.
Marelli Turkey Suspansiyon Sistemleri Ticaret Ltd.
Marelli Yokohama KK

SCHEDULE 1(b)

Director/Officer

Abrahamson, Alanna
Alvarez, Arturo
Duckwitz, Samantha
Ferrara, Andrea Cesare
Fetzer, Joachim
Fujii, Takeshi
Hirano, Hirofumi
Huber, Frank
Iasenza, Marisa
Iijima, Hisao
Kakizawa, Seichii
Kobayashi, Shinji
Kumar-Sinha, Punita
Meltzer, Roger
Mollá, Jose
Paliwal, Dinesh
Quek, Bin Hwee
Rossi, Giorgio
Salame, Serena
Sancassani, Stefano
Santana, Shellene
Selig, Stefan M.
Shen, Kenny
Slump, David
Snow, Karen
Tallapragada, Ravi
Vasa, Sherry
Vivanco, Fernando
Yamamoto, Noboru

SCHEDULE 1(c)

Debtor Restructuring Professionals

Alvarez & Marsal Holdings LLC
Collected Strategies LLC
Kirkland & Ellis LLP
Mori Hamada & Matsumoto LPC
Nishimura & Asahi LLP
PJT Partners Inc.

SCHEDULE 1(d)

Bankruptcy Judges

Dorsey, John T.
Goldblatt, Craig T.
Horan, Thomas M.
Owens, Karen B.
Selber Silverstein, Laurie
Shannon, Brendan L.
Stickles, J. Kate
Walrath, Mary F.

SCHEDULE 1(e)

Banks-Lender-UCC Lien Parties-Administrative Agents

Altai Gate Sarl
Aozora Bank Ltd.
Aozora Loan Services Co. Ltd.
Ashton Gate Sarl
Burdock
Deutsche Bank AG
Development Bank of Japan Inc.
Development Bank of Singapore
Green Pasture Sarl
Gunma Bank Ltd., The
Japan Bank for International Cooperation
Kellynch Park SARL
Maserati SS II LP
MBK Partners
Mizuho Financial Group Inc.
Norinchukin Bank, The
Strategic Value Partners

SCHEDULE 1(f)

Customers

[Confidential]
BMW Group
BMW Group International
Honda (Acura)
Honda Motor Co. Ltd.
Mercedes-Benz Group AG
Nissan Mexicana
Nissan Motor Co. Ltd.
Nissan Shatai Co. Ltd.
Nissan USA
Stellantis Group
Tesla Motors Inc.
Volkswagen AG

SCHEDULE 1(g)

Factoring Counterparties

[Confidential]

SCHEDULE 1(h)

Insurance

Ace American Insurance Co.
Ace Property & Casualty Insurance Co.
AIG
Allianz Global Corporate & Specialty SE
Allianz Global Risks US Insurance Co.
Allianz Insurance PLC
Allianz SE
Aon SpA
Berjaya Sompo Insurance Berhad
Chubb European Group
Chubb Ltd.
Dialog Axiata plc
Endurance Assurance Corp.
Ergo Hestia
Farmington Casualty Co.
Federal Insurance Co.
Generali Italia SpA
HDI Global SE
Huatai Insurance Group Co. Ltd.
Illinois Union Insurance Co.
Markel American Insurance Co.
MS&AD Insurance Group Holdings Inc.
National Union Fire Ins. Co. of Pittsburgh PA
Ping An Insurance Group Co. of China Ltd.
Protector Forsikring ASA
Protector Insurance UK
SI Insurance Europe SA
Sompo America Insurance Co.
Sompo Guangzhou /Ping An Shanghai
Starr Indemnity & Liability Co.
Swiss Reinsurance Group
Syndicate 2623/623 At Lloyd's
VHV Group
Zurich American Insurance Co.
Zurich Insurance Co. Ltd.

SCHEDULE 1(i)

Known Affiliates - JV

ANFIA Automotive SCRL
Calsonic Kansei Korea Corp.
Changchun Marelli Powertrain Components Co. Ltd.
CK Adjustments
CoFap Fabricadora De Pecas Ltda
Components Adjustments
CRF SCPA
FCA Security SCPA
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 SA
Magneti Marelli Conjuntos De Escape SA
Magneti Marelli Repuestos SA
Magneti Marelli South Africa (Proprietary) Ltd.
Marelli Adjustments
Marelli Automotive Components (Changsha) Co. Ltd. Labor Union
Marelli Automotive Doo Kragujevac
Marelli Automotive Lighting Brotterode (Germany) GmbH
Marelli Automotive Lighting Malaysia Sdn. Bhd.
Marelli Automotive Lighting Rus OOO
Marelli Barcelona Espana S.A.U.
Marelli Electric Powertrain Cologne (Germany) GmbH
Marelli Engineering Yangon Co. Ltd.
Marelli Motherson Auto Suspension Parts Private Ltd.
Marelli Motherson Automotive Lighting India Private Ltd.
Marelli Powertrain India Private Ltd.
Marelli PWT Kechnec Slovakia SRO
Marelli Rus LLC
Marelli Skh Exhaust Systems Private Ltd.
Marelli Stuttgart (Germany) GmbH
Marelli Sweden AB
Marelli Talbros Chassis Systems Private Ltd.
Marelli Tepotzotlan Mexico SA De CV
Marelli Um Electronic Systems Private Ltd.
Mars Seal Private Ltd.
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. Ltd.
SKH Marelli Exhaust Systems Private Ltd.
Statutory Adjustments
Techalliance GmbH
Tokyo Radiator Manufacturing Co. Ltd.
Total Group Elimination
Total Group Manual Journals
Uni-Calsonic Corp.
Yue Ki Industrial Co. Ltd.
Zhejiang Wanxiang Marelli Shock Absorbers Co. Ltd.

SCHEDULE 1(j)

Litigation

AMD Inc.
Automotive Amiens SAS
Beacon
Bell Northern Research
BMW Group
Broadcom Inc.
CNC Logistics Co. Ltd.
Daimler AG
Damatic
Environmental Control Agency of Sao Paulo State
Ford Motor Co.
GAC Fiat Chrysler Automobiles Co. Ltd.
General Motors Co.
Guangzhou Tax Administration
HiPhi
Huawei Technologies Co. Ltd.
Inmobiliaria Rocal
Malikie Innovations Ltd.
Mercedes-Benz Group AG
Neo Wireless LLC
Palmira Wireless AG
Product Data Management BV
Promed
Renault Group BV
SI Express
Signify NV
Stellantis Group
Suzuki Motor Corp.
Torchlight
VIA Optronics GmbH
Volkswagen AG

SCHEDULE 1(k)

Material Contract Counterparties

Covestro S.r.L.
Integrated Micro-Electronics Inc.
Lacroix Electronics SAS
Lite-On Automotive Corp.
OSRAM GmbH
Qualcomm Technologies International Ltd.
Texas Instruments Inc.
Zollner Elektronik AG

SCHEDULE 1(l)

Ordinary Course Professionals

Pricewaterhousecoopers LLP

SCHEDULE 1(m)

Potential M&A Counterparties

[Confidential]

SCHEDULE 1(n)

Significant Equity Holders

KKR CK Investment LP

SCHEDULE 1(o)

Surety & Letters of Credit-Issuers

Aon plc
Assicuratrice Milanese
Atradius Credito Y Caucion SA de Seguros y Reaseguros
COFACE SA
Compagnie Francaise D'Assurance Pour Le Commerce Exterierur SA
Generali Italia SpA
Intact Services USA LLC
Junto Seguros SA
Pottencial Seguradora SA
Revo SpA
S2C SpA
Tokio Marine Europe SA
TUA Assicurazioni SpA
V. Alexander & Co. Inc.

SCHEDULE 1(p)

Third Party Professionals

Akin Gump Strauss Hauer & Feld LLP
AlixPartners LLP
Davis Polk & Wardwell LLP
Hogan Lovells LLP
Houlihan Lokey Inc.
Paul Hastings LLP

SCHEDULE 1(q)

U.S. Trustee Office

Attix, Lauren
Bates, Malcolm M.
Casey, Linda
Cudia, Joseph
Dice, Holly
Dortch, Shakima L.
Fox, Timothy J., Jr.
Girello, Michael
Green, Christine
Hackman, Benjamin
Jones, Nyanquoi
Konde, Hawa
Leamy, Jane
Lipshie, Jonathan
McCollum, Hannah M.
McMahon, Joseph
Nyaku, Jonathan
O'Malley, James R.
Richenderfer, Linda
Schepacarter, Richard
Serrano, Edith A.
Sierra-Fox, Rosa
Thomas, Elizabeth
Vara, Andrew R.
Wynn, Dion

SCHEDULE 1(r)

U.S. Utilities

Atmos Energy Corp.
Bowling Green, City of (OH)
Columbia Gas of Ohio Inc.
Consumers Energy
DTE Energy Co.
GFL Environmental Inc.
Lewisburg Electric System (TN)
Lewisburg Water & Wastewater (TN)
Lewisburg, City of (TN), Gas Department
PES Energize
Pulaski Natural Gas (TN)
Shelbyville Power System
Southfield, City of (MI)
United Communications
Waste Management Inc.

SCHEDULE 1(s)

Unions

Associazione Quadri e Capi FIAT Rinati
Barberà Del Valles
Changchun Marelli Automotive Lighting System Co. Ltd. Labor Union
Comisiones Obreras Palencia
Comisiones Obreras Santpedor
Confederación De Trabajadores De México (CTM)
Confederación Revolucionaria De Obreros Y Campesinos (CROC)
Confederation Francaise de l'Encadrement - CFE-CGC
Confederation Francaise Democratique du Travail
Confederation Francaise des Travailleurs Chretiens
Confederation Generale du Travail
Federazione Impiegati Operai Metallurgici - CGIL
Federazione Italiana Metalmeccanici - CISL
Federazione Italiana Sindacati Metalmeccanici e Industrie Collegate - CONFSAL
Federazione Nazionale Dirigenti Aziende Industriali
GMB - Britain's General Union
Industriegewerkschaft Metall
Labour Union of Marelli (Thailand) Co. Ltd.
Llinars Del Valles
Marelli (Guangzhou) Corporation Dalian Branch Labor Union
Marelli (Guangzhou) Corporation Labor Union
Marelli (Guangzhou) Corporation Zhengzhou Branch Labor Union
Marelli (Xiangyang) Corporation Labor Union
Marelli Aftermarket Spain S.L.U.
Marelli Automotive Chassis System (Guangzhou) Co. Ltd. Labor Union
Marelli Automotive Components (Wuhu) Co. Ltd. Labor Union
Marelli Automotive Components (Wuxi) Corporation Labor Union
Marelli Automotive Electronics (Guangzhou) Co. Ltd. Labor Union
Marelli Automotive Lighting (Foshan) Co. Ltd. Labor Union
Marelli China Holding Company Labor Union
Marelli Engineering (Shanghai) Co. Labor Union
Marelli Fukushima Corp.
Marelli Global Business Services Europe s.r.o.
Marelli Iwashiro K.K.
Marelli Kechnec Slovakia s.r.o.
Marelli Kyushu K.K.
Marelli Powertrain India Pvt. Ltd. Works Committee
Marelli Powertrain Slovakia s.r.o.
Marelli R&D Co. Labor Union
Marelli UM Electronic Systems Pvt. Ltd.
Marelli Workers Union
Miedzyzakladowa Organizacja Związkowa NSZZ "Solidarnosc"-80 w Sosnowcu
Miedzyzakladowa Organizacja Zwiazkowa NSZZ Pracownikow FCA Poland SA i Spolek
Miedzyzakladowa Organizacja Zwiazkowa NSZZ Solidarnosc FCA Poland SA
Miedzyzakladowy Zwiazek Zawodowy "Auto"
National Union of Transport Equipment & Allied Industries Workers
NSZZ Solidarnosc – Biuro Terenowe Zarządu Regionu Slasko-Dabrowskiego
Odborova organizacia Magneti Marelli
Sindicato Dos Trabalhadores Nas Indústrias Metalúrgicas, Mecânicas E Material Elétrico De Betim
Sindicato Dos Trabalhadores Nas Indústrias Metalúrgicas, Mecânicas E Material Elétrico De Bh E Contagem

Sindicato Dos Trabalhadores Nas Indústrias Metalúrgicas, Mecânicas E Material Elétrico De Campinas, Hortolândia E Região
Sindicato Dos Trabalhadores Nas Indústrias Metalúrgicas, Mecânicas E Material Elétrico De Jaguariúna, Amparo E Região
Sindicato Dos Trabalhadores Nas Indústrias Metalúrgicas, Mecânicas E Material Elétrico De Lavras E Região
Sindicato Dos Trabalhadores Nas Indústrias Metalúrgicas, Mecânicas E Material Elétrico De Mauá, Santo André E Ribeirão Pires
Sindicato Dos Trabalhadores Nas Indústrias Metalúrgicas, Mecânicas E Material Elétrico De Resende E Região
Sindicato Dos Trabalhadores Nas Indústrias Metalúrgicas, Mecânicas E Material Elétrico De Varginha E Região
Sindicato Dos Trabalhadores Nas Indústrias Metalúrgicas, Mecânicas E Material Elétrico No Estado De Pernambuco
Sindicatul IT Timișoara (SITT)
Smata - Sindicato De Mecánicos Y Afines Del Transporte Automotor De La República Argentina
Turk Metal Sendikası
Unione Generale del Lavoro Metalmeccanici
Unione Italiana Lavoratori Metalmeccanici - UIL
Unite the Union Llanelli
Zakladna organizacia OZ KOVO KOSIT
Zakladní organizace Odboroveho svazu KOVO AL Jihlava
Zakladní organizace Pro Libertate - DPMLJ
Zwiazek Zawodowy "Metalowcy" Marelli Sosnowiec Poland
Zwiazek Zawodowy GT 20&21

SCHEDULE 1(t)

Vendors

09 Solutions
3M Poland Sp Z O.O.
A Benevenuta Spa
A. Agrati SpA
Action Agenc Cargas Ltda.
Adecco France SAS
Adecco Spol. SRO
AEA SRL
Agenzia Delle Dogane
Air Liquide Italia Service SRL
Airgas USA LLC
Alfa Plastik AS
Alicon Castalloy Ltd.
Alimaq SA De CV
AlixPartners LLP
Allworks SRO
Alpha Corp.
Alten Italia SpA
American Mitsuba CME Corp.
AML Automotive Active Modules
AMS
Anaqua Services Inc.
Anchor Bay Packaging De Mexico S de RI de CV
Antala Industria SL
Aon Advisory & Solutions SRL
Aon SpA Insurance & Reinsurance Brokers SB
Aptiv Manufatura e Servicos De Distribuicao Ltda. (Brazil)
Aptiv Services Italia SRL
Arcese Trasporti SpA
Arias Logistics Inc.
Arriva Italia Srl
Artax Srl
Artron Suzhou Co. Ltd.
Arup Alu-Rohr Und Profil Gmbh
Arvedi Metalfer do Brasil SA
Arvin Sango Inc.
Asia Shipping Transportes
Associated Spring Brl Ltda.
Associated Spring Mexico SA
AU Optronics Corp.
Aubay Italia SpA
Aures Sp. ZOO
Autocam Do Brasil Usinagem Ltda.
Automotive L. Malaysia Sdn. Bhd.
Avnet Co. Ltd.
Avnet Europe Comm. VA
Avnet KK
Avnet Technology Hong Kong Ltd.
Avon TSA Ltd.
Åžengãœzel Tur Otomotä°V Tä°C.San.Ltd.Åž
Baier & Michels Srl
Baker & Mckenzie Abogados SC
Banco Santander Brasil SA
Bandeirantes Deicmar Logística Integrada SA
Baolong Salzgitter (Anhui) Hydroforming
Basell Poliolefinas Ltda.
BASF Corp.
BASF Maroc SA
BASF Spol. SRO
BBP Kunststoffwerk
Behr Hella Thermocontrol (Shanghai)
Beijing Zhongyong Auto Parts Co. Ltd.
Ber-Nak Turä°Zm Teks. Nak.Gida San.T
Bestex Kyoei Corp.
Bianchin e Poli SRL
Bielsko Logistics Sp. Z O.O.
Biesterfeld Plastik Ticaret AS
Bifrangi SpA
Bilplast SA
Bizlink Tech Inc.
BMW AG
BOC Ltd.
Boellhoff Verbinungstechnik GmbH
Bollhoff Inc.
Bollhoff SA De CV
Borromini Srl
Bosch Automotive Parts (Changsha) Co. Ltd.
Bose Automotive LLC

Bouverat Industries SA
Brovedani SpA
Bulk Molding Compounds Do Brasil Industria de Plasticos Reforcados Ltda.
Buzz Oates Management Services
C&J Tech Alabama Inc.
C.H. Robinson Global Forwarding
C.H. Robinson Worldwide Inc.
Cadence Design Systems Srl
Caixa Economica Federal
Capgemini Italia SpA
Caproni Joint Stock Co.
Capstone Fabrication LLC
Care Insumos Industriales SA De CV
Celanese Sales Germany Gmbh
CEMIG Distribuição SA
Cemm Thome SK S.R.O.
Cesta Basica Brasil Comercio De Alimentos Ltda.
Ceva Ground Logistics Poland Sp. Zoo
Ceva Ground Logistics Slovakia SR
Ceva Logistics Espana SLU
Changchun Century Square
Changchun Faway Gaoxinautomotive
Changchun Lihe New Material Co. Ltd.
Changchun Tianlong
Chep Italia Srl
Chien Tai Industry Co. Ltd.
Chin Poon (Changshu) Electronics Co.
China Circuit Technology (Europe) GmbH
China Post Express & Logistics Co.
China Tool JV IMS LLC
Chin-Poon (Changshu) Electronics Co. Ltd.
Chin-Poon Industrial Co. Ltd.
Chongqing Chaoli Electric Appliance Co. Ltd.
Chongqing Chaoli Electric Co. Ltd.
Chrono Express Srl
Cia Paulista Forca
CIE Compiegne SAS
CIE Plasty CZ SRO
CIE Unitools Press AS
Clamason Slovakia SRO
Clydesdale Engineering Ltd.
CMC SRL
CMK Corp.
CMS SpA
CoFap Cia Fabricadora De Pecas Ltda.
Cogeme Precision Parts India Pvt. Ltd.
Coko-Werk Polska Sp. ZOO
Comau SpA
Comec Italia Srl
Costantin Innovation SRL
Covestro Gmbh
Covestro International SA
Cowwin Tech Co. Ltd.
CRF Soc. Consortile Per Azioni
CTC Externalizacion SLU
Dafen Warehousing Solutions Ltd.
Dalian Demaisi Precision Technology Co. Ltd.
Dalian Handao Crescent Precision Machinery Co. Ltd.
Danyang Tianchen Automotive Parts
Dbm Reflex Enterprises Inc.
Debony Usinagem De Precisao Ltda.
Delphi Packard Electrical Electronic Architecture
Delta Electronics (Thailand Pcl.)
Delta Electronics (Thailand) Public
Demgy Fagaras Srl
Demoautoplast SRO
DHL Express (Italy) Srl
DHL Express (Slovakia) Spol. SRO
DHL Global Forwarding Sp. Zoo
DHL Metropolitan Logistics SC Mexico SA de CV
Diamond (Beijing) Machinery Co. Ltd.
Diodes Zetex Gmbh
Dioma SRL Soc. Unipersonale
Discharge Precision Processing Laboratory
DM Control SA De CV
DN Automotive Italy Srl Unipersonal
DN Automotive Poland Sp. Z O.O.
Doduco Technical Solutions Gmbh
Dongguan Zhusheng Precision Metal Technology Co. Ltd.
DS Schiavetto & CIA Ltda.
Dumarey Powerglide Strasbourg
Easy Solution Logistica Ltda.
Easyflyers Logistics Ltd.
Easyflyers Logistics Ltd. (Sin R)

EBS Elettronica Srl
Eccim Metalurgica Ltda.
Edenred Mexico SA De CV
EDF Entreprises
Edison Next Poland Sp. Zoo
EDM S de RL de CV
Ehlebracht Slowakei SRO Michalovce
Eion Srl
Ejot Gmbh & Co. KG Kunststofftechnik Verwaltungsgesellschaft Mbh
Ekol Transport AS
Elektromet Makä°Na San.Tä°C.Ltd.Åžtä°.
Elin Electronics Ltd.
Elmos Semiconductor AG
ELNA Co. Ltd.
Eloy Coguetto Usinagem de Precisão
ELTEK SpA
Elvac AS
Elvac USA LLC
Embalatec Industrial Ltda.
EMCN (Shanghai) Co. Ltd.
Enfu Commercial (Shanghai) Co. Ltd.
Engineering D.Hub SpA
Ennovi Advanced Mobility Solutions New Jersey Inc.
Eptix Electronics Inc.
Equipements Scientifiques SA
Esex Srl
Essex Germany Gmbh
ETAS Gmbh Branch In Italy
E-Tooling Ltd.
Eurocir SA Euro
Europartners Mexico SA de CV
Euroscatola SpA
EVCO Plastics de Mexico S de RL De CV
Everbrite Technology Co. Ltd.
Evolution Logistics Corp.
Exel Inc.
Exel Inc. Dba DHL Supply Chain Us
Exzone Precision Engineering Sdn. Bhd.
FA Krosno SA
Fagor Ederlan S. Coop.
Faist Componenti SpA
FAM Srl
Faurecia Sistemas De Escape Portugal Lda.
FCA Partecipazioni SpA
FCA Poland Sp. Z O.O.
Fergusons Transport Ltd.
Fideicomiso Maestro Irrevocable De Administracion CIB/4254
Filostamp SRL
Fischer Stainless Steel Tubing Uruguay SA
Fischer Tubtech SA de CV
Fitech Sp. Zoo
Flash BV
Fleetwood Metal Industries Inc.
Flexfab LLC
Flexible And Green Mechatronics Solutions Srl
Flexider Automotive Brasil Ltda.
Flexider Poland Spolka Zoo
Florence Consulting Group Srl
Fluortech Industria e Comercio Ltda.
FM Coatings Ltd.
Ford-Werke Gmbh
Foresight Mexico Co. Ltd. S de RL de CV
Formula Plastics Ltd.
Foshan Dongyang Automotive Parts Co. Ltd.
Foshan Rike Heat Resistant Materials Co. Ltd.
Foundry Alfe Chem Srl
Fu Yu Corp. Ltd.
Fuji Press Corp.
Fujichem Sonneborn Ltd.
Fukuai Technology Co. Ltd.
Futaba Corp.
Future Electronics Corp.
Future Electronics Inc.
Galvanoplast Bohemia SRO
Galvanotechnik SpA
Gebruder Weiss Sdn. Bhd.
General Auto SRL
Gentherm (Dalian) Co. Ltd.
Gerdau SA
Gervasoni SpA
GGB Brasil Industria de Mancais e Componentes Ltd.
GI Group SpA
GK 108 Industrial de Partes de Auto
GLM Components Mexico SA de CV
Globkon CZ SRO

Gotec Plastics Gmbh
Governo do Parana Secretaria De Estado Da Fazenda
Gran Sapore Br Brl SA
Grifal SpA
Guangdong East-Asia Co. Ltd.
Guangdong Johnson Electric Co. Ltd.
Guangdong Kaidaxing Plastic Mold Co. Ltd.
Guangdong Senxia Automotive Technology Co. Ltd.
Guangzhou Haitian Plastics Co. Ltd.
Guangzhou Hengshang Property Co. Ltd.
Guangzhou Hongli Display Electronics Co. Ltd.
Guangzhou Inabata Trading Co. Ltd.
Guangzhou Iwatani Trading Co. Ltd.
Guangzhou Nagase Trading Co. Ltd.
Guangzhou Nansha Pingdai Automobile Industry Park Co. Ltd.
Guangzhou Youcheng Co. Ltd.
Guarnizioni Industriali Srl
Gultech Wuxi Electronics Co. (HK) Ltd.
GVA Grimley Ltd.
GVS BRL Ltda.
HAC Packaging LLC
Hairam Industria e Comercio Auto Pecas Ltda.
Hangzhou Yusei Import & Export Co.
Harison Toshiba Lighting (USA) Inc.
HB Fuller Austria Gesmbh
Hefei High-Tech Co. Ltd.
Hella Do Brasil Automotive
Hella Kgaa Hueck & Co.
Helvoet Rubber & Plastic
Henderson Stamping & Production Inc.
Henkel (China) Investment Co. Ltd.
Henkel AG & Co. Kgaa
Henkel Belgium NV
Henkel Ltda.
Heritage Products Inc.
Hirosawa Automotive Trim USA Co.
Hirose Electric Co. Ltd.
Hirose Electric Europe BV
Hitachi Astemo Co. Ltd.
Hoe Corp.
Hofmann Maschinen- Und Anlagenbau
Hollen SRO
Honda Trading Brasil Ltda.
Hosiden Besson Ltd.
HPFS
Huafeng Aluminum Japan Co., Ltd.
Huanuowei Automotive Parts (Dalian) Co., Ltd.
Hubei Huazhong Changjiang Photoelectric Technology Co. Ltd.
Hubei Liangcheng Auto Parts Co. Ltd.
Hubei Xinhe Bell New Materials Co. Ltd.
Idemia France SAS
IDI Composites International Europa
IDI Composites Internazional
IHS Markit Global SARL
IMI China (Jiaxing) Co. Ltd.
Industria e Comercio de Produtos
Industria Mecanica e Plasticos Gabb
Industria Metalurgica Max Del Ltda.
Inevo Srl
Infineon Technologies Asia Pacific
Inova Industria De Matrizes Ltda.
Integral Accumulator KG
Integrated Micro-Electronics Bulgaria
Integrity Tool & Mold Inc.
Intesa Sanpaolo SpA
Invenio Sp. ZOO
IPE Precision Machinery Ltd.
Irfan Plastic & Mold Industry Trade Inc.
Iscot Italia SpA
Ishihara Mfg Co. Ltd.
Iskra Mehanizmi DOO
Italmetal Sp. ZOO
ITD Solutions SpA
ITW Fastener Products Gmbh
Ivict Europe Gmbh
Iwata Bolt Co. Ltd.
Izcan Automotive Import Export Industry Trade
Japan Molex LLC
JAS Forwarding (USA) Inc.
JAS Forwarding De Mexico (Sin Ret)
JAS Worldwide Poland Sp. ZOO
Jenks & Cattell Engineering Ltd.
JFC Packaging de Mexico S de RL De CV
Jiangsu Guangqian Electronics Ltd.

Jiangsu Jiazhirui Electronic Technology Co. Ltd.
Jiangsu Runhong Precision Plastic Machinery Technology Co. Ltd.
Jiangsu Xingke Precise Modeling
Jiazheng Construction Technology
John McGavigan Ltd.
Johnson Electric North America Inc.
Johnson Matthey (China) Trading Co. Ltd.
Johnson Matthey Dooel Skopje
Jones Day
Jotaeme Fitafer I Met Ltda.
Junior Flex Industria e Participacao
Kaifeng Guangjia Automotive Trim Co. Ltd.
Kartesis Slovakia
KDF Distribution (Shanghai) Co. Ltd.
Keboda Technology Corp.
Kensetsu Rubber Co. Ltd.
Kingfa Sci. & Tech. Co. Ltd.
Kintetsu World Express UK Ltd.
Koller-Craft South
Konig Metall GT SRL
Kostal Kontakt Systeme Gmbh & Co. KG
Kravsovo AP CZ SRO
Kromberg & Schubert Mexico LE S de RL de CV
Kumpulan Wang Simpanan Pekerja
Kunshan Jinyun New Materials Technology Co. Ltd.
Kunshan Kersen Science & Technology Co. Ltd.
Lacks Exterior Trim Systems LLC
Lacroix Electronics Poland Sp.Zoo
Lahser Holdings LLC
Lane Clark & Peacock LLP
Lanzi Srl
Launch Italy Srl
Lear Corp. Gmbh & Co. KG
Leoni Wiring Systems Inc.
Lewisburg Electric System
Lexington Realty Trust
LG Display America Inc.
LG Innotek Co. Ltd.
Lim Otomotiv Ticaret Ltd. STI
Lloyd & Jones Engineering TA Proctor
Logi Service SCRL
Logistica Arrendamiento DMT SA De CV
Lorenz Kunststofftechnik Gmbh
Lotes Co. Ltd.
Lotte Chemical Magyarorszãg Kft.
LPR Srl
LS Automotive Qingdao Corp.
LS Technology SRO
Lubricantes De America SA de CV
Lumileds Hong Kong Co. Ltd.
Lumileds Italy SRL
M&G Assessoria Logastica Aduaneira
M&T Insieme SRO
MA Srl
Mahle Aftermarket Gmbh
Mahle Aftermarket Italy Srl
Manage Now Gmbh
Manaut Design SRO
Mandrion SL
Mankun Technology Ltd. Co.
Manpower
Maosen Precision Metal (Suzhou) Co. Ltd.
Maosheng Automotive Parts (Dalian) Co. Ltd.
Mapal Italia Srl
Mapal Narzedzia Precyzyjne Spolka zoo
Marcegaglia Carbon Steel SRL
Marcegaglia SpA
Marquardt Gmbh
Marubun Corp.
Mascarin Stampi SRL
Materials Group LLC, The
MAX-MAR Marcin Burzynski
MCE SRL
MD Group SA
Melexis Technologies NV
Melton Machine & Control Co.
Mercomolas Industria De Molas Ltda.
Mespro SRO
Metal Stamp Industria e Comercio Ltd.
Metalgalvano Plastics Finishing Srl
Metalsolution Sp. Zoo.
Metalurgica Formigari Ltda.
Metaseval
Metlife Mã Mexico SA de CV
Metlife Mexico SA
Metokote de Mã Mexico SA de CV

Meunidec
Mevis Slovakia SRO
MGM Robotics Srl
Mi- King Ltd. (CES)
Mi- King Ltd. (CP)
Micro Mega Elettronica SRL
Microchip Technology Inc.
Microchip Technology Ireland Ltd.
Minebea Mitsumi Shanghai Trading Ltd.
Mininni SRL
Minth Asia Pacific Co. Ltd.
Mitsubishi Chemical Corp.
Modellbau Robert Hofmann GmbH
Moduli Elettronici e Componenti SpA
Molex (China) Investment Co. Ltd.
Molex Interconnect GmbH
Mollificio ISB SRL
Momentive Performance Materials GmbH
Mondragon Assembly Do Brasil
Mopla SRL
Motherson Sumi Systems Ltd.
Motherson Sumi Wiring India Ltd.
Movincar SpA
MPE Srl
MS Ambrogio SpA
Mside SRO
Mubea De Mã Mexico S de RL de CV
Murata Co. Ltd.
Murata Electronics North America Inc.
Murata Electronics Trading (Shanghai)
Murata Manufacturing Corp.
Mytex Polymers US Corp.
Nakamura Industries Co. Ltd.
Nakashin Co. Ltd.
Nantong Docharm Amphenol
NASG Mexico LLC
NASG Tennessee South LLC
NDK Europe Ltd.
NDR SRL
Neaton Rome Inc.
Neko Klima
Nexion SpA
Nexperia BV
Nexty Electronics Corp.
NGK Europe GmbH
Nichia America Corp.
Nicma Facility SpA
Nidec Corp.
Nifco Corp.
Ningbo Advancing Mechanical Parts Co. Ltd.
Ningbo Asiaway Automotive Components Co. Ltd.
Ningbo Huaxiang Imp.& Exp. Co. Ltd.
Ningbo Jinghua Electronics Technology Co. Ltd.
Ningbo Longyuan Co. Ltd.
Ningbo Xusheng Auto Technology Co. Ltd.
Nishi Shoji Co. Ltd.
Nissan Trading Co. Ltd. (Steel Division)
NMB Italia Srl
Nok Corp.
Northgatearinso Brazil Informatica
Novaerum Automotive Sarl
Novalux Europe Gmbh
Novametal Brl Ltda.
Novatec Diseã±O E Industrializaciã³N
Novatec Leon SA de CV
NPO Sistemi Srl
NTT Data Italia SpA
Nuvia A.S
OCS Moulds SRL
Ompak Oluklu Muk.Ambalaj Ltd.Åžtä°.
OneStream Inc.
Optoflux GmbH
Orora Packaging Solutions
Oskar Ruegg AG
Oskar Ruegg Mexico Srl de CV
Osram Comercio De Soluã‡Ã•Es De Ilumi
Other Suppliers
Pacific Rim Capital Inc.
Panasonic Automotive & Industrial Systems Europe GmbH, Organizacna Zlozka
Panasonic Industrial Marketing & Sales Co. Ltd.
Panmeccanica SRL
Pantel-Elektronik AG
Parker Hannifin Industria e Comercio Ltda.
Patrone e Mongiello SpA
Patrone e Mongiello Srl
Pecha, Zdenek
Perbadanan Pembangunan Pulau Pinang

Perfiles De La Rioja SA
Performance Solutions Do Brasil Comercio de Polimeros Ltda.
Petex Jihlava SRO
Petronas Lubricants (India) Pvt. Ltd.
Petronas Lubricants Italy SpA
Petronas Lubricants Poland Sp.
Petronas Lubrificantes Brasil SA
PGL Prime Agenciamento De Carga Ltd.
PGNiG Obrot Detaliczny Sp. Zoo
Pialex Corp.
Piemonte Locativa SA
Piolax Corp.
Piovan Mexico SA de CV
PJT Partners LP
Plast Met Automotive Systems Sp. Zoo
Plastika AS
PMP Srl
Politecnico Di Torino, Dipartimento di Ingegneria Meccanica e Aerospaziale
Polplastic SpA
Posco AAPC LLC
Posco MPPC SA De CV
PRD Inc.
Present SpA
Pricewaterhousecoopers Business Services
Pro-Cars Sp. Zoo SK
Proma Industries Ltd.
Proteccion Tecnica Premier SC
Provisiontrade-kovo SRO
Public Packages (NT) Sdn Bhd
Pucktechnik Srl
Pulaski Electric Water & Gas
PwC Advisory LLC
PXI Auto Components (Suzhou) Co. Ltd.
Qualcomm Technologies Inc.
Quaser Srl
Raben Logistics Polska Sp. Zoo
Rabyte Pte. Ltd.
Radici Novacips SpA
Radici Plastics Ltda.
Rahm GmbH
Randstad NV
Rayben Technologies (Zhuhai) Ltd.
Raytech Industria E Comercio De Maq
Red Spot de Mexico SA de CV
Remarkplast SRO
Renesas Electronics America Inc.
Reply SpA
Rhetech LLC
Ri.Co. Srl
Ricor North East Ltd.
Robert Bosch Gmbh - Branch In Italy
Robert Bosch Ltda.
Rohm Gmbh Sucursal En Espana
Romwell Gmbh & Co. KG
Rosenberger Asia Pacific Electronic Co. Ltd.
RSD Pressings Ltd.
RTR LLC
Saber Foundation Innovation Plastic
Sabic Innovative Plastics US LLC
SADA Transportes Armazenagens Ltda.
Sakaiya Corp.
Salesforce.com Italy SRL
Salzgitter Hydroforming Gmbh
Samsung Electro-Mechanics (Shenzhen) Co. Ltd.
San Hua Development Co. Ltd.
Sandhar Technologies Barcelona SL
Sanpou Seiko Co. Ltd.
Sansin Manufacturing of Tennessee Inc.
Santomas Sdn Bhd
Santos Brasil Participacoes SA
Sanyo Denki (Wuhan) Co. Ltd.
Sasano Max Co. Ltd.
SBE Varvit SpA
Schenker Deutschland AG
Scheuermann + H Brasil Tec Pec Est Dob Mol Ltd.
Sea Link Die Casting (Kunshan) Co. Ltd.
Secretaria De Finanzas Y Administracion Del Estado de Chihuahua
Senai
Senior UK Ltd. T/A Senior Flexonics
Sernet SpA
Service Key SpA
SFC Koenig Gmbh
SGF Süddeutsche Gelenkscheibenfabrik GmbH & Co. KG
Shandong Nexteer Automotive Lubricants Co. Ltd.

Shandong Goldencell Electronics Technology Co. Ltd.
Shanghai Huafeng Aluminum Co. Ltd.
Shanghai Lian Nan Auto Accessories
Shanghai Xiudro Automation Equipment Co. Ltd.
Shantou Goworld Technology Co. Ltd.
Shelbyville Power Water & Sewerage Systems
Shell Italia Oil Products SRL
Shenzhen Acuway Molds Ltd.
Shenzhen Heshenghang New Material Technology Co. Ltd.
Shenzhen Minsheng Gefco Logistics
Shenzhen Poleda Investment Co. Ltd.
Shenzhen Yiqun New Material Co. Ltd.
Shin-Etsu Polymer Europe BV (Shin-E)
Shinko Shoji Co. Ltd.
Shoji Manufacturing Corp.
SI Express Servizi Integrati SRL
Si Vale Mexico SA de CV
Siam Calsonic Co. Ltd.
Siemens Industry Software Gmbh
Siemens Industry Software Inc.
Simpson Thacher & Bartlett LLC
Siram SpA
Sirion SRL
SJM Flex SA (Pty) Ltd.
Sjmflex De Mexico S de RL de CV
SKF USA Inc.
Slotter Industria de Embalagem Ltda.
Smart Automotive SRO
Smart Manufacturing Solutions Ltd.
Snop Automotive Italy Srl
Sofra Yemek Üretim ve Hizmet
Sogo SpA
Solero Technologies Prostejov SRO
Solvera Gawel Technology SA
SPEA SpA
SPJ Espejos y Cables Para Automocio
SPP CZ AS
Springfix Hungary Kft
SSI Schaefer Systems International Pte Ltd.
Stamplavras Industria e Comercio de Pecas Metalicas e Plasticas Ltda.
Stamptec Industria e Comercio De Pecas Estampadas Ltda.
Starteam Global Germany Gmbh
State Grid Jiangsu Electric Power Co. Ltd. Wuxi Power Supply Branch
STMicroelectronics Asia Pacific Pte. Ltd.
Sunlit Industries Co. Ltd.
Suzhou Industrial Park
Suzhou Lingfu Aluminum Co. Ltd.
SZP Plast Industries Sp. Zoo Sp.K
TA America Corp.
Tadesan SL
Taes Sro
Taiyo Yuden Co. Ltd.
Taizhou Xinteng Oil Pump Co. Ltd.
Talent Solutions SRO
Tanger Automotive City
Tata Elxsi Ltd.
Tata Technologies Inc.
Tatsuta Chemical Co. Ltd.
Tauron Dystrybucja Spolka Akcyjna
Tauw Italia Srl
TE Connectivity Electronics Spain S
TE Connectivity Italia Distribution
TE Connectivity Solutions Gmbh
Technical Sealing System Poland Sp. Zoo
Tekmart Integrated Manufacturing Services
Teknia Kalisz Sp. Zoo
Telecom Italia SpA
Tenaga Nasional Berhad
Tenneco Sistemas Automotivos Ltda.
Termaco Terminais Mar de Containers e Serv Aces Ltda.
Termaco Terminais Marítimos de Containers e Serviços Acessórios Ltda.
Tesoreria De La Federacion
Tex Fibras Industria e Comercio de Componentes Para Escapamento Automotivo Ltda.
Texas Instruments Southeast Asia Pte Ltd.
Thyssenkrupp Brasil Ltda.
Thyssenkrupp Presta Chemnitz Gmbh
Tianjin Sanhuan Lucky New Materials Inc.
Tianma Micro-Electronics Co. Ltd.
TMW Corp.

Tokai Kogyo Co. Ltd.
Toledo Tool & Die Co. Inc.
Tomihisa Wireless Electric Co. Ltd.
Torneria Serra SRL
Toshin Corp.
To-Top Electronics (Shenzhen) Co. Ltd.
Tottser Tool & Manufacturing Inc.
Tottser-Iroquois Industries LLC
Toyota Motor Corp.
TPM Srl
TR Fastenings Ltd.
TR Italy SpA
TRA Technology Robot Automation
Trafime SpA
Transfer International Staff KS
Transmec de Bortoli Group
Transportadora Norte De Chihuahua SA
Transportation Solutions Group LLC
Transporte Empresarial, Escolar y Empresarial Toluca
Transportes Translovato Ltda.
Trend Kurumsal Hizmetler AS
Trinity Mfg S de RL de CV
Tubopartes Conformacao De Metais Ltda.
Tugcelik Aluminyum Ve Metal Mamulleri Sanayi Ve Ticaret AS
Tyco Electronics (Shanghai) Co. Ltd.
UACJ Extrusion Czech SRO
Unicorn Electronic (Shenzhen) Co. Ltd.
Unifrax Brl Ltda.
Unifrax Emission Control
Unifrax I LLC
Unigel Plasts SA
Unimed Campinas Cooperativa De Trabalho Medico
Unimed Lavras Cooperativa Trabalho Medico
Universal Scientific Industrial Co. Ltd.
Universal Wuhu Industrial Co. Ltd.
Used Car Locadora De Veiculos Ltda.
Usinas Siderurgicas De Minas Gerais SA
Vacuum Process Material LLC
Valeo Comfort Driving Assistance Systems (Guangzhou) Co. Ltd.
Valeo Sc2N
Vector Italia Srl
Verlan SA
VIA Optronics GmbH
Vibe Recruit Ltd.
Vibracoustic Spain Sau
Vishay Americas Inc.
Vishay Intertechnology Asia Pte. Ltd.
Vitesco Automotive Changchun Co. Ltd.
Vitesco Technologies (Changchun) Co. Ltd.
Vitesco Technologies Czech Republic
VSP-KOVO SRO
Wai Chi Opto Technology (Shenzhen) Ltd.
Wenton Industrial Equipment (Jiangsu) Co. Ltd.
Wetzel SA
WeWork Italy SRL
White Martins Gases Industriais Ltda.
Wilhelm Plastic Gmbh & Co. KG
Wintech Inc.
Witzenmann Brl Ltd.
Woodpel Industria De Embalagens Ltd.
Wuhan Guangjia Automotive Trim Co. Ltd.
Wuhan Kotei Informatics Co. Ltd.
Wuhan Mingke Precision Automotive Parts Co. Ltd.
Wuhu Changxiang Rubber & Plastic Co. Ltd.
Wuhu Haoxin Auto Parts Co. Ltd.
Wuhu Jinyi Machinery Co. Ltd.
Wuhu Pengxiang Packaging Material
Wuxi Gongxin Human Resources Service Co. Ltd.
Wuxi Kede Packaging Co. Ltd.
Wuxi Luhang Shitong Supply Chain Management Co. Ltd.
Wuxi Norman Automotive Electronics Technology Co. Ltd.
Xiangyang Baojinshan Hardware Products Co. Ltd.
Xinglu International Trade (Shanghai) Co. Ltd.
Xiuzhuo Automation Equipment (Hubei)
XPO Transport Solutions Italy SRL
Yantai Shijie Automotive Parts Co. Ltd.
Yantai SJM Co. Ltd.
Yazaki Corp.
Yazaki North America Inc.

Yijin Xiangyang Industrial Co. Ltd.
YSP Corp.
Zannini Poland Sp. Zoo
Zeibina Kunststoff-Technik
ZF Automotive Italia SRL
ZF Chassis Technology Sa De CV
ZF Friedrichshafen AG
ZF Lemforder TLM Dis Ticaret Ltd. St.
ZF Sachs Italia SpA
Zhejiang Century Huatong Automotive Parts Co. Ltd.
Zhejiang Saihao Industrial Trade Co. Ltd.
Zhejiang Simtek Auto Electronic Co. Ltd.
Zhengzhou Zhuoda Automotive Parts Manufacturing Co. Ltd.
Zhongli North America Inc.
Zhuhai Xinhao Precision Engineering
ZKH Industrial Supply Co. Ltd.
ZKW Lichtsysteme GmbH
Zollner Elektronik Gyártó és Szolgáltató Korlátolt Felelosségu Társaság

SCHEDULE 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
3M Poland Sp Z O.O.	3M Company	Current
	3M Occupational Safety LLC	Current
	Aearo Technologies LLC	Current
Ace American Insurance Co.	Chubb Bermuda Insurance Ltd.	Closed
Ace Property & Casualty Insurance Co.		
Federal Insurance Co.		
Huatai Insurance Group Co. Ltd.		
Illinois Union Insurance Co.		
AlixPartners LLP	Big Box REIT A Inc.	Current
	CPPIB Asia Inc.	Current
	Public Sector Pension Investment Board	Current
	AlixPartners UK LLP	Closed
	Caisse de dépôt et placement du Québec	Current
	Ivanhoé Cambridge Inc.	Closed
Allianz Global Corporate & Specialty SE	General Electric Company	Current
Allianz Global Risks US Insurance Co.	Pacific Investment Management Company, LLC	Current
Allianz Insurance PLC		
Allianz SE		
TUA Assicurazioni SpA		
Alten Italia SpA	Alten SA	Closed
Alvarez & Marsal Holdings LLC	A&M Capital Advisors Europe LLP	Closed
	A&M Capital Advisors GP, LLC	Closed
	A&M Capital Advisors LP	Current
	A&M Capital Europe, SCSp	Closed
	A&M Capital Europe-GP Associates, LP	Closed
	A&M Capital Opportunities Fund LP	Closed
	A&M Capital Opportunities-GP Associates, LP	Closed
	A&M Capital Partners LLC	Current
	A&M Capital-GP Associates, LP	Closed
	A&M Capital-GP Holdings, LP	Closed

	A&M Opportunities Fund	Closed
	Alvarez & Marsal AMCO Partners Fund, LP	Closed
	Alvarez & Marsal Capital LLC	Closed
	Alvarez & Marsal Holdings LLC	Closed
	Alvarez & Marsal Inc.	Current
	Alvarez & Marsal Partners Buyout Fund, LP	Closed
	Alvarez & Marsal Partners Europe Buyout Fund, LP	Closed
	Alvarez & Marsal Partners Europe Fund, LP	Closed
	Alvarez & Marsal Partners Fund, LP	Closed
	Alvarez & Marsal Partners Opportunities Fund, LP	Closed
	Barbara Gould	Closed
	Edward Simon Middleton	Current
	Firmin, Mark	Closed
	Marston, Jonathan C.	Closed
	Wesley Arthur Edwards	Current
	Wing Sze Tiffany Wong	Current
AMD Inc.	Advanced Micro Devices Inc.	Current
Anaqua Services Inc.	Anaqua Inc.	Current
Aon Advisory & Solutions SRL	Aon Corporation	Current
Aon plc	Aon Financial Services Group Inc.	Current
Aon SpA	Aon IP Advantage Fund LP	Closed
Aon SpA Insurance & Reinsurance Brokers SB	Aon plc	Current
	Aon Re Inc.	Current
	Aon Risk Services Central Inc.	Current
	Aon Risk Services Cos. Inc.	Current
	Aon Risk Services Southwest, Inc.	Current
	Aon Risk Solutions	Former
Arup Alu-Rohr Und Profil Gmbh	Guggenheim Corporate Funding LLC	Closed
	Guggenheim Credit Services, LLC	Closed
	Guggenheim Partners Investment Management, LLC	Closed
	Guggenheim Partners LLC	Current
	Littlejohn & Co., LLC	Current
	Littlejohn Associates IV, LLC	Current
	Littlejohn Associates V, LLC	Current

	Littlejohn Holdings Manager, LLC Littlejohn Holdings, LLC Littlejohn Opportunities GP LLC Pinnacle Midstream II LLC	Current Current Current Closed
Associated Spring Brl Ltda. Associated Spring Mexico SA	James B. Cherry OEP Capital Advisors LP One Equity Partners	Closed Current Current
Basell Poliolefinas Ltda. Bulk Molding Compounds Do Brasil Industria de Plasticos Reforcados Ltda.	Lyondell Chemical Co. LyondellBasell Industries N.V.	Closed Closed
BASF Corp. BASF Maroc SA BASF Spol. SRO	BASF Americas Corporation Basf Corporation	Closed Current
Bouverat Industries SA	NN, Inc.	Current
Cadence Design Systems Srl	Cadence Design Systems (Ireland) Ltd. Cadence Design Systems, Inc.	Closed Current
Celanese Sales Germany Gmbh Performance Solutions Do Brasil Comercio de Polimeros Ltda.	Celanese Corporation Celanese International Corp.	Current Current
Chien Tai Industry Co. Ltd.	Chien Tai Industry Co. Ltd.	Current
Daimler AG	Mercedes-Benz Grand Prix Limited	Closed
Delta Electronics (Thailand Pcl.) Delta Electronics (Thailand) Public	Delta Electronics (Americas) Ltd. Delta Electronics (USA) Inc. Delta Electronics, Inc. DET Logistics USA Corp.	Current Current Current Current
Deutsche Bank AG	Deutsche Bank AG Deutsche Bank AG, London Branch DWS Group GmbH & Co. KGaA RREEF America LLC	Current Closed Closed Current
DTE Energy Co.	DTE Energy Company	Closed
Ennovi Advanced Mobility Solutions New Jersey Inc.	BCP IV RTP Debt AIV LP BCP Peacock Aggregator (CYM) LP BCP Speed Aggregator (CYM) LP BCP VII SBS Holdings LLC Bilal Khan and Salma Gaya Khan Blackstone Advisors India Pvt. Ltd. Blackstone Alternative Credit Advisors LP	Current Closed Current Current Current Current Current

	Blackstone Asia	Current
	Blackstone Capital Partners VII LP	Current
	Blackstone Capital Partners VII NQ LP	Current
	Blackstone Credit & Insurance	Current
	Blackstone Energy Family Investment Partnership II ESC NQ LP	Current
	Blackstone Energy Family Investment Partnership II SMD LP	Current
	Blackstone Energy Partners II F NQ LP	Current
	Blackstone Energy Partners II LP	Current
	Blackstone Energy Partners II NQ LP	Current
	Blackstone Europe LLP	Current
	Blackstone Family Investment Partnership VII ESC NQ LP	Current
	Blackstone Family Real Estate Partnership (Offshore) VIISMD L.P.	Closed
	Blackstone Family Real Estate Partnership Europe IV-SMD L.P.	Closed
	Blackstone Growth LP	Closed
	Blackstone Inc.	Current
	Blackstone Infrastructure Partners LP	Current
	Blackstone Life Sciences Advisors LLC	Closed
	Blackstone Management Partners LLC	Closed
	Blackstone Mortgage Trust Inc.	Closed
	Blackstone Private Equity	Current
	Blackstone Property Partners Europe Holdings SARL	Closed
	Blackstone Property Partners LP	Closed
	Blackstone Real Estate Advisors LP	Closed
	Blackstone Real Estate Holdings (Offshore) VII-NQ L.P.	Closed
	Blackstone Real Estate Holdings (Offshore) Vll-NQ - ESC L.P.	Closed
	Blackstone Real Estate Holdings Europe IV-NQ ESC L.P.	Closed
	Blackstone Real Estate Income Trust Inc.	Closed

	Blackstone Real Estate Investment Trust	Closed
	Blackstone Real Estate Partners	Current
	Blackstone Real Estate Partners (Offshore) Vll.F-NQ L.P.	Closed
	Blackstone Real Estate Partners (Offshore) Vll.TE.1-8-NQ L.P.	Closed
	Blackstone Real Estate Partners (Offshore) Vll-NQ L.P.	Closed
	Blackstone Real Estate Partners Europe IV-NQ L.P.	Closed
	Blackstone Real Estate Partners Europe VII	Closed
	Blackstone Securities Partners LP	Current
	Blackstone Strategic Capital Holdings LP	Current
	Blackstone Strategic Opportunity Fund	Closed
	Blackstone Tactical Opportunities Advisors LLC	Current
	Blackstone Tactical Opportunities Fund LP	Closed
	BPP Parker Towers Property Owner LLC	Closed
	BPP ST Owner LLC	Current
	BRE Alameda IMF Property Owner LLC	Current
	BRE Atlas Property Owner LLC	Closed
	BRE Newton Hotels Property Owner LLC	Closed
	BRE Piper MF Tides CA LLC	Current
	BRE Polygon Property Owner LLC	Closed
	BRE SH Brisbane Owner LLC	Closed
	BRE Silver MF 1555 CA LLC	Current
	BRE Silver MF Canyon Crest Ca LLC	Current
	BRE Silver MF North Hollywood CA LLC	Current
	BRE Silver MF Roosevelt CA LLC	Current
	BRE SSP Property Owner LLC	Closed
	BRE SSP Thousand Oaks LLC	Closed
	BX CQP Target Holdco LLC	Current
	Copeland LP	Current

	David I. Foley Home Partners Holdings LLC Independent Directors of First Eagle Global Opportunities Fund Kush Patel Levine Leichtman Capital Partners LLC Onyx Renewable Partners LP Prakash A. Melwani SCM Insurance Services Inc. Strategic Partners Fund Solutions Tricon American Homes LLC Vikram Suresh and Mohini G. Aras Washington Prime Group Inc.	Current Current Current Current Current Closed Current Closed Current Current Former Current
Ergo Hestia	Munich Re Ventures LLC	Current
Fagor Ederlan S. Coop.	Continental Casualty Company	Current
Farmington Casualty Co.	The Travelers Companies, Inc.	Closed
Fischer Stainless Steel Tubing Uruguay SA Fischer Tubtech SA de CV	Timothy K. McMahon	Current
Flash BV	Western Digital Corp.	Current
General Auto SRL Molex Interconnect GmbH	Colonial Pipeline Co. ColourOz Topco Koch Industries Inc. Parts Holding Europe S.A.S.	Current Former Current Current
General Motors Co.	Cruise LLC General Motors Company General Motors Corp. General Motors Holdings LLC General Motors Investment Management Corporation General Motors LLC General Motors of Canada Ltd. GM - VIS Litigation	Closed Current Closed Current Current Current Closed Current
Generali Italia SpA	GL Capital Management Ltd	Closed
Harison Toshiba Lighting (USA) Inc.	Toshiba Corp.	Closed
Hefei High-Tech Co. Ltd.	Gotion Inc.	Closed
Henkel (China) Investment Co. Ltd. Henkel AG & Co. Kgaa Henkel Belgium NV	Henkel AG & Co. KGaA Henkel Corporation Henkel of America Inc.	Closed Current Closed

Henkel Ltda.		
Hitachi Astemo Co. Ltd.	Hitachi America Ltd. Hitachi Asia Ltd. Hitachi Electronic Devices USA Inc. Hitachi Ltd. Hitachi Vantara Corp. Hitachi, Ltd. Japan Display Inc. Shenzhen SEG Hitachi Color Display Devices Ltd.	Current Current Current Closed Closed Current Current Current
Honda Trading Brasil Ltda.	American Honda Finance Corp. American Honda Motor Company Honda Manufacturing of Alabama LLC Honda Manufacturing of Indiana, LLC Honda Motor Company, Ltd. Honda of America Manufacturing, Inc.	Closed Closed Closed Closed Closed Closed
Houlihan Lokey Inc.	Houlihan Lokey EMEA, LLP Houlihan Lokey Inc.	Closed Current
Idemia France SAS	Oberthur Technologies Finance S.A.S.	Current
IHS Markit Global SARL	Simon Jixiang Jin	Current
Ivict Europe Gmbh	Diamond Realty Management America Inc. Energía Eólica del Sur, S.A.P.I. de C.V.	Former Current
Johnson Matthey (China) Trading Co. Ltd. Johnson Matthey Dooel Skopje	Johnson Matthey (Aust.) Ltd. Johnson Matthey Holdings Ltd. Johnson Matthey Ltd. Johnson Matthey Medical Device Components LLC	Current Current Current Current
KKR CK Investment LP TMW Corp.	Kaliber & Co. KKR Asia Limited KKR Associates Opportunities II SCSp KKR Capital Markets Asia II Ltd. KKR Credit Advisors (US) LLC KKR Infra LP KKR Property Partners Europe	Current Current Current Closed Current Current Current

	KKR Restock Aggregator LP	Current
	Kohlberg Kravis Roberts & Co. Inc.	Current
	Kohlberg Kravis Roberts & Co. LP	Current
	KREF Capital LLC	Current
	Ownership Works Inc.	Current
	Precision Capital Holdings Limited	Closed
Lear Corp. Gmbh & Co. KG	Lear Corporation	Closed
Lexington Realty Trust	Davidson Kempner	Current
	Davidson Kempner Capital Management LP	Current
	Davidson Kempner European Partners LLP	Closed
	Davidson Kempner Partners	Current
LG Display America Inc.	LG Corp.	Current
ZKW Lichtsysteme GmbH	LG Electronics Inc.	Current
	LG Electronics U.S.A. Inc.	Current
	LG Innotek Co., Ltd.	Closed
Lumileds Hong Kong Co. Ltd. Lumileds Italy SRL	Lumileds Holding BV	Current
Manpower	Manpower, Inc.	Current
MBK Partners	Bryan Min	Former
	MBK Partners HK Ltd.	Current
National Union Fire Ins. Co. of Pittsburgh PA	AIG DECO Fund I LP	Closed
	AIG DECO Fund II LP	Closed
	National Union Fire and Marine Insurance Co. of Pittsburgh	Closed
Neo Wireless LLC	Emirates Global Aluminium PJSC	Current
OneStream Inc.	OneStream Software LLC	Closed
Orora Packaging Solutions	Andrew Campelli	Former
	Brad Flaishans	Former
	Castlight Health, Inc.	Closed
	CD&R Friends & Family Fund VIII LP	Current
	CD&R LLP	Closed
	CD&R Pisces Holdings LP	Current
	Clayton, Dubilier & Rice Fund VIII LP	Current
	Clayton, Dubilier & Rice LLC	Current
	Daniel Glaser	Former
	David A. Novak	Former

	David Winokur	Former
	Gregory Pasqua	Former
	Harsh Agarwal	Former
	Jillian Clark Griffiths	Former
	John Krenicki	Former
	Kevin Smith	Former
	Nathan Sleeper	Former
	Orla Beggs	Former
	Ravi Sachdev	Former
	Richard Schnall	Closed
	Robert Cosmo Volpe	Former
	Roberto Quarta	Former
	Russell Fradin	Former
Pacific Rim Capital Inc.	Pacific Rim Capital Inc.	Current
	Pacific Rim Financial Corp.	Former
Panasonic Automotive & Industrial Systems Europe GmbH, Organizacna Zlozka Panasonic Industrial Marketing & Sales Co. Ltd.	Blue Yonder, Inc.	Current
Petronas Lubricants (India) Pvt. Ltd. Petronas Lubricants Italy SpA Petronas Lubricants Poland Sp. Petronas Lubrificantes Brasil SA	Petronas	Current
Ping An Insurance Group Co. of China Ltd.	China Ping An Insurance Overseas (Holdings) Ltd.	Closed
PJT Partners Inc.	PJT Partners Holdings LP	Closed
Renesas Electronics America Inc.	Renesas Electronics America Inc	Current
	Renesas Electronics Corp.	Current
Samsung Electro-Mechanics (Shenzhen) Co. Ltd.	Harman International Industries, Incorporated	Current
	Samsung	Current
	Samsung Advanced Institute of Technology	Closed
	Samsung Austin Semiconductor LLC	Current
	Samsung Bioepis Co., Ltd.	Current
	Samsung Biologics Co., Ltd.	Current
	Samsung C&T Corporation	Current
	Samsung Electro-Mechanics Co. Ltd.	Closed
	Samsung Electronics America Inc.	Current
	Samsung Electronics Co. Ltd.	Current

	Samsung Electronics Latinoamerica Miami Inc.	Closed
	Samsung Research America, Inc.	Current
	Samsung SDI America Inc.	Current
	Samsung SDI Co. Ltd.	Current
	Samsung Semiconductor Inc.	Current
Sea Link Die Casting (Kunshan) Co. Ltd.	Sea Link Die Casting (Kunshan) Ltd.	Current
Service Key SpA	EMK Capital Management Limited	Closed
SFC Koenig Gmbh	IDEX Corporation	Current
	Viking Pump Inc.	Current
Siemens Industry Software Gmbh	Be C&I Solutions Holding Pte. Ltd.	Current
Siemens Industry Software Inc.	Marc Buncher	Closed
	Siemens Corp.	Current
	Siemens Corporation	Current
	Siemens Energy AG	Current
	Siemens Energy Inc.	Current
	Siemens Energy KG	Current
	Siemens Gamesa Renewable Energy LLC	Current
	Siemens Gamesa Renewable Energy SA	Current
	Siemens Healthineers AG	Current
	Siemens Industry Software Inc.	Current
	Siemens Medical Solutions USA, Inc.	Closed
Starr Indemnity & Liability Co.	C. V. Starr & Co., Inc.	Closed
Strategic Value Partners	Strategic Value Partners (UK) LLP	Current
	Strategic Value Partners, LLC	Current
	Vita Global (Holdings) Limited	Closed
Syndicate 2623/623 At Lloyd's	QBE North America	Current
TE Connectivity Electronics Spain S	TE Connectivity Corp.	Current
TE Connectivity Italia Distribution	TE Connectivity PLC	Current
TE Connectivity Solutions Gmbh	TE Connectivity Solutions GmbH	Current
Tyco Electronics (Shanghai) Co. Ltd.	Tyco Electronics (Shanghai) Co. Ltd.	Current
Tokio Marine Europe SA	HCC Insurance Holdings, Inc.	Former
Unifrax Brl Ltda.	Clearlake Capital Group LP	Closed
Unifrax Emission Control	Clearlake Capital Group, L.P.	Current
Unifrax I LLC	Clearlake Capital Partners II, L.P.	Current
	Clearlake Capital Partners V LP	Current
	Clearlake Capital Partners VII LP	Current

	Clearlake Opportunities Partners (P) LP	Current
	Clearlake Opportunities Partners II LP	Current
	Jose E. Feliciano	Current
United Communications	Searchlight Capital Partners LP	Closed
	Searchlight Capital Partners, L.P.	Current
Waste Management Inc.	Waste Management, Inc.	Current
WeWork Italy SRL	WeWork and its affiliated companies	Closed
	WeWork Companies LLC	Closed
	WeWork Inc.	Current
XPO Transport Solutions Italy SRL	Reception Holdings LP	Current
	XPO Distribution Services Inc.	Current
	XPO Intermodal Inc.	Current
	XPO Intermodal Services LLC	Current
	XPO Intermodal Solutions Inc.	Current
	XPO Logistics Cartage LLC	Current
	XPO Logistics Drayage LLC	Current
	XPO Logistics Port Services LLC	Current
	XPO Logistics Transport Services LLC	Current
	XPO Stacktrain LLC	Current
ZF Automotive Italia SRL	TRW Automotive Inc.	Current
	ZF Automotive US Inc.	Current
	ZF Friedrichshafen AG	Current
	ZF TRW Automotive Holdings Corp.	Current
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
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[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]

Exhibit C

Iasenza 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 (CTG)
Debtors.	)	(Jointly Administered)

DECLARATION OF MARISA IASENZA IN SUPPORT OF THE APPLICATION OF DEBTORS FOR THE ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 11, 2025, AND (II) GRANTING RELATED RELIEF

I, Marisa Isaenza, Chief Legal Officer ("CLO"), of Marelli Automotive Lighting USA LLC being duly sworn, state the following under penalty of perjury:

1. I am the CLO of Marelli Automotive Lighting USA LLC located at 26555 Northwestern Highway, Southfield, Michigan 48033.

2. I submit this declaration (this "Declaration") in support of the *Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of Kirkland & Ellis LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 11, 2025, and (II) Granting Related Relief* (the "Application").[2] Except as otherwise noted, I have personal knowledge of the matters set forth herein.

The Debtors' Selection of Counsel

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to

[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 is 26555 Northwestern Highway, Southfield, Michigan 48033.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. To that end, the review process utilized by the Debtors here assessed potential counsel based on their expertise in the relevant legal issues and in similar proceedings. Further, the Debtors considered the familiarity, if any, such counsel would have with the Debtors and their businesses. Kirkland has been working with the Debtors since August 2024. Kirkland is therefore familiar with the Debtors' business operations and many of the potential legal issues that are likely to arise in the context of these chapter 11 cases.

5. Ultimately, the Debtors retained Kirkland because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. More specifically, Kirkland is familiar with the Debtors' business operations and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well qualified and uniquely able to represent the Debtor in these chapter 11 cases in an efficient and timely manner.

Rate Structure

6. In my capacity as CLO, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Kirkland has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Kirkland charges for non-bankruptcy representations. As discussed below, I am also responsible for reviewing the statements regularly submitted by Kirkland, and I can confirm that the rates Kirkland charged the Debtors in the prepetition period are the same as the rates Kirkland will charge the Debtors in the postpetition period.

Cost Supervision

7. Pursuant to the Interim DIP Order, the Debtors must furnish to the Required DIP Lenders a budget report every month and variance report every week, which include detail regarding the fees and expenses incurred in these chapter 11 cases by professionals proposed to be retained by the Company. As a retained professional, Kirkland's fees and expenses will be included in those reporting requirements. Moreover, the Debtors and Kirkland recognize that in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and Kirkland. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review the statements that Kirkland regularly submits, and, together with Kirkland, amend the budget and staffing plans periodically, as the case develops.

8. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

[*Remainder of Page Intentionally Left Blank*]

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 knowledge and belief.

Dated: July 10, 2025

Respectfully submitted,

/s/ Marisa Iasenza
Name: Marisa Iasenza
Title: Chief Legal Officer