



(the “Special Committee”) of the board of directors (the “Board”) of Marelli Holdings Co., Ltd. (the “Company”), effective as of the Petition Date (as defined herein), in accordance with the terms and conditions set forth in that certain engagement letter between the Company and Selendy Gay (the “Engagement Letter”), a copy of which is attached as Exhibit 1 to the Order and incorporated herein by reference. In support of this Application, the Debtors rely upon the *Declaration of Kelley A. Cornish in Support of the Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Selendy Gay PLLC as Counsel to the Debtors at the Direction of the Special Committee of Marelli Holdings Co., Ltd., Effective June 11, 2025* (the “Cornish Declaration”) attached hereto as Exhibit B and the *Declaration of Roger Meltzer in Support of the Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Selendy Gay PLLC as Counsel to the Debtors at the Direction of the Special Committee of Marelli Holdings Co., Ltd., Effective as of June 11, 2025* (the “Meltzer Declaration” and together with the Cornish Declaration, the “Declarations”) attached hereto as Exhibit C, each of which is incorporated herein by reference.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final

orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The statutory bases for the relief requested herein are sections 327(a), 330, and 1107 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2014-1 and 2016-1.

### **Background**

5. The Debtors, together with their non-Debtor affiliates (collectively, “Marelli”) are one of the largest international automotive parts suppliers in the world and a pioneer in motorsports and in automobile manufacturing and design. With its headquarters in Saitama, Japan and over 46,000 employees located in twenty-four countries around the world, Marelli designs and produces sophisticated technologies for leading automotive manufacturers, including lighting and sensor integrations, electronic systems, software solutions, and interior design products, and collaborates with motor sports teams and other industry leaders to research and develop cutting-edge, high-performance automotive components.

6. On June 11, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 12, 2025, the Court entered an order [Docket No. 102] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. On June 25, 2025, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured

creditors [Docket No. 184] (the “Committee”). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

7. In early March 2025, the Company appointed Stefan Selig and Roger Meltzer to its Board and established the Special Committee, composed of the two newly appointed directors and Noboru Yamamoto, an independent director who joined the Board in April 2024. The Special Committee was formed to assist the Board in its evaluation of strategic alternatives. Its duties and responsibilities include: (a) exercising authority in relation to any matters in which a conflict of interest exists between the Company and related parties, (b) investigating historic transactions between the Company and related parties, and (c) reviewing, negotiating, and evaluating future strategic, restructuring, financing and/or sale transactions of the Company, if any.

8. Pursuant to the Engagement Letter, and as described in greater detail below, the Debtors retained Selendy Gay to act as special counsel to render independent services at the sole direction of the Special Committee in connection with the investigation of (a) the Debtors’ historical transactions with particular focus on transactions with any of the Company’s equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, affiliates, subsidiaries, directors, managers, officers, or other stakeholders (the “Related Parties”), (b) any potential estate claims and causes of action against the Related Parties, insiders, or former insiders, (c) the propriety of granting releases of the Related Parties, insiders, or former insiders in connection with the Debtors’ proposed plan of reorganization, as determined appropriate by the Special Committee, as well as any other matters the Special Committee may request.

#### **Qualifications of Selendy Gay**

9. The Debtors seek authority to employ and retain Selendy Gay at the direction of the Special Committee given the Firm’s extensive knowledge, expertise, and experience in

complex commercial litigation, board investigations, bankruptcy and restructuring relevant to the Special Committee's mandate. Selendy Gay has represented stakeholders in a variety of bankruptcy-adjacent matters, has a deep understanding of corporate restructurings and board investigations, and has litigated many complex disputes arising from distressed situations.<sup>4</sup> As a result, the firm is uniquely positioned to assist the Special Committee as it pursues strategic transactions and evaluates any potential conflicts of interest in connection with these chapter 11 proceedings. In preparing for its representation of the Debtors, at the direction of the Special Committee, in these chapter 11 cases, Selendy Gay has become familiar with the Debtors' business, the role of the Special Committee, and many of the potential legal issues that may arise in the contexts of these chapter 11 cases.

10. Given Selendy Gay's experience, knowledge, and expertise in fields of law that are implicated by these chapter 11 cases, the Debtors believe that Selendy Gay is specially situated and well-qualified to represent the Debtors, at the direction of the Special Committee, in these chapter 11 cases and in the fulfillment of its duties and responsibilities. It is intended that the services of Selendy Gay shall complement, and not duplicate, the services rendered to the Debtors by Kirkland & Ellis LLP, as proposed counsel to the Debtors, and Pachulski Stang Ziehl & Jones LLP, as proposed co-counsel to the Debtors. Accordingly, the Debtors believe that the retention

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<sup>4</sup> These representations include, among others: *In re Ligado Networks LLC*, No. 25-10006 (TMH) (Bankr. D. Del. Feb. 20, 2025); *In re Hornblower Holdings, LLC*, No. 24-90061 (Bankr. S.D. Tex. Apr. 22, 2024); *In re Robertshaw US Holding Corp.*, No. 24-90052 (Bankr. S.D. Tex. Feb. 15, 2024); *In re Genesis Global Holdco, LLC*, No. 23-10063 (Bankr. S.D.N.Y. Jan. 19, 2023); *In re Celsius Network LLC*, No. 22-10964 (Bankr. S.D.N.Y. Mar. 16, 2023); *In re Corp Group Banking S.A.*, No. 21-10969 (JKS) (Bankr. D. Del. June 25, 2021); *In re Marshall Broadcasting Group, Inc.*, No. 19-36743 (Bankr. S.D. Tex. Dec. 3, 2019); and *In re SRC Liquidation, LLC*, No. 15-10541 (BLS) (Bankr. D. Del. Mar. 12, 2015). Prior to joining Selendy Gay, Kelley Cornish also represented a special committee of the board of directors in *In re Sears Holdings Corp.*, No. 18-23538 (Bankr. S.D.N.Y. Nov. 13, 2018).

of Selendy Gay is necessary and in the best interests of the Special Committee, the Debtors, their estates, and creditors.

**Services to Be Provided**

11. The Debtors seek authority to employ and retain Selendy Gay as counsel, at the direction of the Special Committee, to provide services in connection with all matters that were delegated to the Special Committee within the limits set forth in the Board resolutions dated March 8, 2025, and such other matters as the Company and/or the Special Committee may request and Selendy Gay may agree to handle (collectively, the “Matters”). Because the specific matters that may become the Matters could not have been known at the time of entering into the Engagement Letter, the Firm will be actively involved in, among other things:<sup>5</sup>

- (a) evaluating and negotiating the Restructuring Transactions (as defined in the Restructuring Support Agreement), and any other strategic, restructuring, financing and/or sale transaction or series of transactions relating to these chapter 11 cases;
- (b) conducting investigations and analyses sufficient to advise the Special Committee regarding the Restructuring Transactions and other Matters in these chapter 11 cases;
- (c) rendering services for the Special Committee including, but not limited to, fact investigation, legal research, briefing, argument, discovery, negotiation, litigation, participation in meetings of the Debtors’ board of directors and other applicable committees thereof, appearances and participation in hearings, and communications and meetings with parties in interest, in each case as it relates to these chapter 11 cases; and
- (d) performing all other necessary or requested services provided for in the Engagement Letter or in connection with the Special Committee’s role in these chapter 11 cases.

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<sup>5</sup> Capitalized terms used in the following subparagraphs shall have the meanings given to them in the Engagement Letter.

Selendy Gay has stated its desire and willingness to act in these chapter 11 cases and render the necessary professional services as attorneys for the Debtors, at the direction of the Special Committee.

**Professional Compensation**

12. Selendy Gay has advised the Debtors that, subject to this Court's allowance of compensation and reimbursement of expenses in accordance with applicable general orders and fee guidelines of this Court, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other orders of the Court, it will charge the Debtors for its legal services on an hourly basis in accordance with its ordinary and customary rates for matters of this type in effect on the date such services are rendered, and for reimbursement of all costs and expenses incurred in connection with these chapter 11 cases, as set forth in the Cornish Declaration.

13. Selendy Gay will charge its then current standard rate for the professional services that Selendy Gay has provided to date and will provide in the future. Currently, the hourly rates charged by Selendy Gay range from \$1,700 to \$2,450 for partners, \$920 to \$1,570 for associates, and \$815 for law clerks, and \$525 to \$630 for paraprofessionals. Selendy Gay has advised the Debtors that the hourly rates set forth above are subject to periodic review and adjustment in the normal course of the Firm's business, typically on January 1st of each year with a step up on August 1st, and due to the increased experience of a particular professional. Such adjustments were last made on January 1, 2025. In the event that its billing rates increase, Selendy Gay will provide notice of any rate increases pursuant to the procedure set forth in the Order.

14. The hourly rates set forth above are Selendy Gay's current standard rates and (as noted above) are subject to periodic adjustment in the ordinary course of business. These rates are set at a level designed to fairly compensate Selendy Gay for the work of its attorneys and

paraprofessionals and to cover fixed and routine overhead expenses. Additionally, it is Selendy Gay's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case, subject to any modification to such policies that Selendy Gay may be required to make to comply with the applicable general orders of this Court and the *U.S. Trustee 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 (collectively, the "Fee Guidelines"), sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further order of the Court. The expenses charged to clients include, among other things, copying and printing, postage, e-discovery expenses, court fees, transcript costs, local and out-of-town travel charges, expenses for out-of-town and late-night meals, and computer-aided research. Pursuant to the Engagement Letter, Selendy Gay requires the Company's advance approval prior to incurring external and in-house expenses above \$25,000. Selendy Gay will seek reimbursement, subject to the Court's approval, for all such expenses incurred by Selendy Gay on the Debtors' behalf. All requests for reimbursement of expenses will be consistent with any guidelines established by the Court.

15. Selendy Gay will apply to this Court for allowance of compensation for professional services rendered and reimbursement of expenses in accordance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Rules, any other applicable procedures and orders of the Court, for all professional services performed and expenses incurred in these chapter 11 cases.

16. Pursuant to Bankruptcy Rule 2016(b), Selendy Gay has no agreement with any other entity to share any compensation received by Selendy Gay, except as permitted under section 504(b)(1) of the Bankruptcy Code. Selendy Gay has not received any promises as to



payment or compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code and as disclosed herein.

17. On June 6, 2025, Selendy Gay received an advance payment retainer of \$250,000 from the Company, and payment of \$170,509.50 on account of all services rendered to the Company, at the direction of the Special Committee, prior to the Petition Date. Selendy Gay did not otherwise receive payments from the Debtors within the ninety (90) day period prior to the Petition Date and is not a creditor of the Debtors.

#### **No Duplication of Services**

18. The services of Selendy Gay will complement and not duplicate the services rendered by any other professional retained in these chapter 11 cases. Selendy Gay understands that the Debtors have retained and may retain additional professionals during the term of the engagement and agrees to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. Selendy Gay is providing distinct and specific legal services as set forth in the Engagement Letter, and such services are not expected to duplicate those to be provided by any other consultants, legal advisors, or financial advisor.

#### **Selendy Gay's Disinterestedness**

19. To the best of the Debtors' knowledge, as set forth in the Declarations, (a) Selendy Gay is "disinterested" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as utilized in section 328(c) of the Bankruptcy Code, and (b) neither Selendy Gay nor any of the partners, counsel, associates, or paralegals of Selendy Gay have any connection with or hold or represent an interest adverse to any of the Debtors, their affiliates, or their estates, except as specifically disclosed in the Cornish Declaration. If any new relevant facts or relationships are discovered, Selendy Gay will use

reasonable efforts to identify such developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

**Basis for Relief**

20. The Debtors seek to retain Selendy Gay as counsel to the Debtors, at the direction of the Special Committee, 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).

21. Section 101(14) of the Bankruptcy Code defines a “disinterested person” as a person that:

- a. is not a creditor, an equity security holder, or an insider;
- b. is not and was not, within two years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- c. does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason

*See* 11 U.S.C. § 101(14).

22. Further, section 1107(b) of the Bankruptcy Code provides that “a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b). Selendy Gay’s prepetition relationship with Debtors, at the direction of the Special Committee, is therefore not an impediment to Selendy Gay’s retention.

23. Other courts in this district have authorized debtors to retain counsel at the direction of a special committee of a board of directors under section 327 of the Bankruptcy Code. *See, e.g., In re Accuride Corp.*, Case No. 24-12289 (JKS) (Bankr. D. Del., Nov. 19, 2024); *In re Wheel Pros, LLC*, Case No. 24-11939 (JTD) (Bankr. D. Del., Nov. 6, 2024).

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

[S]pecific facts showing the necessity 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.

25. The Debtors submit that for all the reasons stated above and in the Cornish Declaration, the retention and employment of Selendy Gay as independent counsel to the Debtors, at the direction of the Special Committee, is necessary and in the best interests of the Debtors and their estates and complies with the requirements of section 327(a) of the Bankruptcy Code. Further, as stated in the Cornish Declaration, Selendy Gay 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 specifically disclosed in the Cornish Declaration.

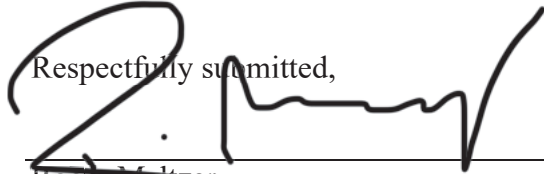
### **Notice**

26. The Debtors will provide notice of this motion to: (a) the United States Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney's Office for the District of Delaware; (e) the Internal

Revenue Service; (f) the United States Securities and Exchange Commission; (g) the United States Department of Justice; (h) Mayer Brown LLP, as counsel to the DIP Agent; (i) Davis Polk & Wardwell LLP, as counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent; (j) Young Conaway Stargatt & Taylor, LLP, as counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent; (k) Akin Gump Strauss Hauer & Feld LLP and Cole Schotz P.C., as counsel to the Ad Hoc Group of Senior Lenders; (l) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Sponsors; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the “Notice Parties”).

WHEREFORE, the Debtors request entry of the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein.

Dated: July 10, 2025

Respectfully submitted,  
  
\_\_\_\_\_  
Roger Melzer  
Director and Special Committee Member  
Marelli Holdings Co., Ltd.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

|                                      |   |                                                 |
|--------------------------------------|---|-------------------------------------------------|
| In re:                               | ) |                                                 |
|                                      | ) | Chapter 11                                      |
|                                      | ) |                                                 |
| MARELLI AUTOMOTIVE LIGHTING USA LLC, | ) | Case No. 25-11034 (CTG)                         |
| <i>et al.</i> , <sup>1</sup>         | ) |                                                 |
| 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 DEBTORS’  
APPLICATION FOR ENTRY OF  
AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF SELENDY GAY PLLC AS COUNSEL TO  
THE DEBTORS AT THE DIRECTION OF THE SPECIAL COMMITTEE  
OF MARELLI HOLDINGS CO., LTD., EFFECTIVE AS OF JUNE 11, 2025**

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 *Debtors’ Application for Entry of an Order (I) Authorizing the Retention and Employment of Selendy Gay PLLC as Counsel to the Debtors at the Direction of the Special Committee of Marelli Holdings Co., Ltd., Effective as of June 11, 2025* (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.**

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<sup>1</sup> 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](mailto: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](mailto:spencer.winters@kirkland.com)), and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Nicholas M. Adzima ([nicholas.adzima@kirkland.com](mailto:nicholas.adzima@kirkland.com)) and Evan Swager ([evan.swager@kirkland.com](mailto: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](mailto:ljones@pszjlaw.com)), Timothy P. Cairns ([tcairns@pszjlaw.com](mailto:tcairns@pszjlaw.com)), and Edward A. Corma ([ecorma@pszjlaw.com](mailto: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](mailto:Jane.M.Leamy@usdoj.gov)) and Timothy J. Fox, Jr. ([timothy.fox@usdoj.gov](mailto: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](mailto: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](mailto:timothy.graulich@davispolk.com)) and Richard J. Steinberg ([richard.steinberg@davispolk.com](mailto: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](mailto:rbrady@ycst.com)) and Andrew L. Magaziner ([amagaziner@ycst.com](mailto: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](mailto:idizengoff@akingump.com)) and Anna Kordas ([akordas@akingump.com](mailto:akordas@akingump.com)), (ii) Akin

Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C. 20006, Attn.: Scott Alberino ([salberino@akingump.com](mailto:salberino@akingump.com)), Kate Doorley ([kdoorley@akingump.com](mailto:kdoorley@akingump.com)), and Alexander F. Antypas ([aantypas@akingump.com](mailto:aantypas@akingump.com)); and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin R. Alberto ([jalberto@coleschotz.com](mailto:jalberto@coleschotz.com)) and Stacy L. Newman ([snewman@coleschotz.com](mailto: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](mailto:bhermann@paulweiss.com)) and Jacob Adlerstein ([jadlerstein@paulweiss.com](mailto: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](mailto:krishansen@paulhastings.com)), Jonathan D. Canfield ([joncanfield@paulhastings.com](mailto:joncanfield@paulhastings.com)), Gabriel E. Sasson ([gabesasson@paulhastings.com](mailto:gabesasson@paulhastings.com)), and Marcella Leonard ([marcellaleonard@paulhastings.com](mailto:marcellaleonard@paulhastings.com)), and (ii) Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801. Attn.: Eric J. Monzo ([emonzo@morrisjames.com](mailto:emonzo@morrisjames.com)), Jason S. Levin ([jlevin@morrisjames.com](mailto:jlevin@morrisjames.com)), and Siena B. Cerra ([scerra@morrisjames.com](mailto: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 BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY JUDGE FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, COURTROOM #7, THIRD FLOOR, 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*

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**PACHULSKI STANG ZIEHL & JONES LLP**

Laura Davis Jones (DE Bar No. 2436)  
Timothy P. Cairns (DE Bar No. 4228)  
Edward A. Corma (DE Bar No. 6718)  
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**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
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-and-

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*Proposed Co-Counsel for the Debtors  
and Debtors in Possession*

*Proposed Co-Counsel for the Debtors  
and Debtors in Possession*

**Exhibit A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

|                                      |   |                         |
|--------------------------------------|---|-------------------------|
| In re:                               | ) |                         |
|                                      | ) | Chapter 11              |
|                                      | ) |                         |
| MARELLI AUTOMOTIVE LIGHTING USA LLC, | ) | Case No. 25-11034 (CTG) |
| <i>et al.</i> , <sup>1</sup>         | ) |                         |
|                                      | ) |                         |
| Debtors.                             | ) | (Jointly Administered)  |
|                                      | ) |                         |
|                                      | ) | Re Docket No. [●]       |

**ORDER AUTHORIZING THE RETENTION  
AND EMPLOYMENT OF SELENDY GAY PLLC AS COUNSEL TO  
THE DEBTORS AT THE DIRECTION OF THE SPECIAL COMMITTEE  
OF MARELLI HOLDINGS CO., LTD., EFFECTIVE AS OF JUNE 11, 2025**

Upon the application<sup>2</sup> (the “Application”) of the debtors and debtors in possession (the “Debtors”) for entry of an order (this “Order”) authorizing the retention and employment of Selendy Gay PLCC (“Selendy Gay” or the “Firm”) as counsel to the Debtors at the direction of the Special Committee of the board of directors of Marelli Holdings Co., Ltd. (the “Special Committee”), as more fully set forth in the Application; and upon the Cornish Declaration and the Meltzer Declaration; and this Court being satisfied, based on the representations made in the Application and at the Hearing, that Selendy Gay is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code; and that Selendy Gay represents no interest adverse to the Debtors’ estates with respect to the matters upon which it is to be engaged and upon

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application or the Engagement Letter, as applicable.

all of the proceedings had before this Court; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Pursuant to sections 327(a), 330, and 1107 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Local Rules 2014-1 and 2016-1, the Debtors, at the direction of the Special Committee, are authorized to employ and retain Selendy Gay as their counsel in these chapter 11 cases, effective June 11, 2025, on the terms and conditions set forth in the Application and the Engagement Letter attached hereto as Exhibit 1, as modified by this Order.

2. Selendy Gay is authorized to render professional services to the Debtors, at the direction of the Special Committee, as described in the Application. Specifically, but without limitation, Selendy Gay will render the following services, among others: (a) evaluating and

negotiating the Restructuring Transactions and any other strategic, restructuring, financing and/or sale transaction or series of transactions relating to these chapter 11 cases, (b) conducting investigations and analyses sufficient to advise the Special Committee regarding the Restructuring Transactions and other Matters in these chapter 11 cases, and (c) services for the Special Committee including, but not limited to, fact investigation, legal research, briefing, argument, discovery, negotiation, litigation, participation in meetings of the Debtors' board of directors and other applicable committees thereof, appearances and participation in hearings, and communications and meetings with parties in interest, in each case as it relates to these chapter 11 cases, and (d) performing all other necessary or requested services provided for in the Engagement Letter or in connection with the Special Committee's role in these chapter 11 cases.

3. Selendy Gay shall apply for compensation of professional services and reimbursement of expenses incurred in connection with these chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court.

4. Selendy Gay shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other Company Advisors in these chapter 11 cases.

5. Selendy Gay shall provide ten days' notice to the Debtors, the U.S. Trustee, and any official committee appointed in these chapter 11 cases prior to the implementation of any increases in the rates set forth in the Application and shall file such notice with the Court.

6. All billings shall be recorded in increments of 0.1 of an hour.

7. To the extent the Application, the Cornish Declaration, or the Meltzer Declaration are inconsistent with this Order, the terms of this Order shall govern.

8. The Debtors and Selendy Gay are authorized to take all action necessary to carry out this Order.

9. Selendy Gay 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, Selendy Gay will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

10. Notice of the Application as provided therein shall be deemed good and sufficient notice of the Application, and the Local Rules are satisfied by the contents of the Application.

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

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Engagement Letter**

Kelley Cornish  
Managing Partner  
212.390.9016  
kcornish@selendygay.com

May 27, 2025

STRICTLY CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGED MATERIAL

Marelli Holdings Co., Ltd.  
c/o Roger Meltzer, Stefan M. Selig and Noburu  
Yamamoto  
Directors  
2-19-4 Miyahara-cho  
Kita-ku, Saitama City  
Saitama, 331-0812 Japan

**Re: Engagement as Counsel**

Dear Messrs. Meltzer, Selig and Yamamoto,

We are pleased to confirm that, at the direction of the Special Committee (defined below), Marelli Holdings Co., Ltd. and its direct and indirect subsidiaries (collectively, the “Client,” the “Company,” “you,” or “your”) have retained Selendy Gay PLLC (“Selendy Gay,” “we,” “our,” or “us”) as their counsel (i) acting at the direction of the special committee (the “Special Committee”) of Marelli Holdings Co., Ltd.’s Board of Directors (the “Board”) with respect to all matters that are delegated by the Board to the Special Committee within the limits set forth in the Board resolutions dated March 8, 2025, and such other matters as the Client and/or Special Committee may request and Selendy Gay may agree to handle (collectively, the “Matters”).

This agreement sets forth the terms and conditions of our representation as set forth herein (the “Engagement”) and supersedes any and all prior written and/or oral agreements or understandings. Any amendment to this agreement must be in a writing signed by all parties.

**Scope of Representation.** The scope of this engagement shall be advising the Company solely at the direction of the Special Committee in connection with the Matters. Because the specific matters that may become the Matters cannot be fully known at this time, Selendy Gay will be actively involved in, among other things (a) investigating and advising the Special Committee regarding whether a matter constitutes a Matter, (b) conducting investigations and analyses sufficient to advise the Special Committee regarding the Matters, and (c) implementing the directions of the Special Committee related to the Matters. Rendering services for the foregoing will include, but not be limited to, fact investigation, legal research, briefing, argument, discovery, negotiation, litigation, participation in meetings of the Board and applicable committees thereof, appearance and participation in hearings, and communications and meetings with parties in interest.



Roger Meltzer, Stefan M. Selig and Noburu Yamamoto  
May 27, 2025

We agree to provide legal services in connection with the Matters which in our professional judgment are reasonably necessary and appropriate in connection with the matters described above. In all matters in which we represent you, we will provide services of a strictly legal nature, and it is understood that you will not be relying on us for business, investment, or accounting advice, nor to assess or vouch for the character or creditworthiness of any third person. Selendy Gay is not your general counsel, and our engagement does not involve an undertaking to represent the interests of the Company in any matters other than the Matters. Unless we otherwise agree or our representation of you otherwise requires, our engagement is solely with the individuals or entities specifically identified as clients in this letter. By entering into this agreement, and except as provided herein, we are not agreeing to represent any other individuals or entities not named as clients herein. The Special Committee shall direct our work in connection with all the Matters and shall control any attorney-client, work product, or other privilege in connection with Selendy Gay's work or privileged communications on the Matters.

The Matters may include any transaction or any matters in which a conflict of interest exists or is reasonably likely to exist between the Company, on the one hand, and any of its current and former directors, managers, officers, investment committee members, special or other committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors of such person or entity, and any such person's or entity's respective heirs, executors, estates, and nominees (collectively, the "Related Parties" and each, a "Related Party"), on the other hand, as reasonably determined by the Special Committee with respect to the Company's capital structure, assets, liabilities, operations, liquidity, and general financial condition and its consideration, evaluation and negotiation of financing transactions, restructuring transactions, and/or other strategic alternatives for the Company.

The question of whether our fees are covered by some third-party agreement (including an insurance policy) is not within the scope of our representation, unless you specifically request us to consider that question and we agree to do so.

**Representation.** Our representation of Client is limited solely to the Engagement. We have not been retained by and do not represent any officer, director, employee, owner, founder, member, shareholder, investor, partner, subsidiary, parent, affiliate, or any person or entity otherwise associated with Client. Client will not provide Selendy Gay with any privileged or confidential information related to any person or entity other than Client during this representation (and doing so would not make that person or entity our client). Our representation does not extend to any of your other legal or non-legal affairs.

In representing corporations, partnerships, limited liability companies, associations, or trade groups, we may provide information or advice to directors, partners, members, officers, employees, trade group participants, affiliates, or participants. In doing so, unless otherwise specified in this agreement, such advice is provided to these persons only in their corporate or representative capacities and the provision of such advice shall not create an attorney-client relationship between us and those individual(s) other than in their corporate or representative capacities.

Roger Meltzer, Stefan M. Selig and Noburu Yamamoto  
May 27, 2025

**Duration of Engagement.** Selendy Gay's representation of Client began on May 19, 2025. Our representation will end on the earlier of (1) your termination of the representation; (2) our withdrawal from the representation consistent with the applicable rules of professional conduct; or (3) our completion of work for you, which shall occur when we provide you a letter notifying you the Engagement is complete.

**Termination or Withdrawal.** Client may terminate Selendy Gay's representation at any time and for any reason. Selendy Gay may withdraw from its representation consistent with the applicable rules of professional conduct. Permissible bases for us to withdraw include, without limitation, (1) if you fail to timely pay our invoices or expenses; (2) if you fail to cooperate with us in the Engagement, including in your Client Responsibilities set forth below; (3) if you misrepresent or otherwise fail to disclose material facts to us; (4) if we identify a conflict of interest with another client and determine that the conflict will not or cannot be waived; (5) if you later revoke the waiver as to conflicts of interest set forth under the section of this agreement entitled "Conflicts of Interest"; or (6) any other fact or circumstance that renders the Engagement unlawful or unethical. If we withdraw before the Engagement is complete, we will of course take steps reasonably necessary to protect your interests in this matter, you will take steps reasonably necessary to facilitate our withdrawal, and you will pay all of our outstanding invoices; *provided* that no fees shall accrue following the withdrawal of Selendy Gay. Where our withdrawal must be approved by a court, we will request such approval. Following termination, any nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility.

**Client's Responsibilities.** Client will use commercially reasonable efforts to accurately inform Selendy Gay of all matters regarding the Engagement, timely inform us of any developments regarding the Engagement, and timely assist and cooperate with us in the Engagement as we reasonably request. You will keep us advised of how to contact you. If you affiliate with, acquire, are acquired by, or merge with another entity, you will provide us with notice sufficient for us to determine if that action gives rise to a conflict of interest with any of our other clients and to take any reasonable action under the applicable rules of professional conduct.

**Confidential Information.** Selendy Gay shall (i) maintain the confidentiality of, and shall not disclose, any confidential information provided by the Company to Selendy Gay, and (ii) use such confidential information only in connection with the Matters. Selendy Gay will disclose Client's confidential information only as required or permitted by the applicable rules of professional conduct. We will not disclose any of our other clients' confidential information to you, even when such information relates to matters that might affect you. You agree that we may use email or cloud computing to communicate with you without encryption or other special procedures unless you specifically direct otherwise as to particular communications. You also agree that we may send hard copies of documents or other media, including confidential information, by either regular mail or a service such as Federal Express standard service, unless you have specifically directed otherwise.

**No Guarantees.** Litigation is inherently uncertain, and we cannot guarantee any results regarding the Engagement. During the Engagement, Selendy Gay may express opinions regarding the relative merits of different approaches to the Engagement or about possible results. You agree that these are only our opinions, and do not ensure any result will occur, and do not constitute either promises or guarantees. We do not, and cannot, guarantee any outcome or any particular course for the Engagement.

Roger Meltzer, Stefan M. Selig and Noburu Yamamoto  
May 27, 2025

You acknowledge that the cost of litigation may change based on numerous factors, including actions by our adversaries or other parties, rulings by the court, changes in our legal strategy, or other developments, and that it is impossible for us to guarantee or predict the amount of fees and costs that will be needed to complete work on the Engagement. To the extent we provide any estimate of fees and costs for work relating to the Engagement, you agree that such estimates are not guarantees as to what actual fees and costs will be, do not constitute a “budget” for the Engagement (even if such estimates may be referred to as a “budget”), and such estimates will not limit the amount of fees and costs for which Client is liable pursuant to the Engagement. In the event that the fees and expenses for the Engagement exceed our estimates as to its likely cost, you will still be responsible for paying all fees and expenses, both those that were initially anticipated, as well as those that exceed our initial estimates. Selendy Gay is not responsible for determining if you have adequate funds to cover the Engagement, determining if you have insurance coverage regarding the Engagement, for notifying any insurance carrier of the Engagement or our representation, or for submitting any insurance claim with respect to our fees or otherwise, and you agree that your obligation to pay costs and fees incurred is not contingent on any of these steps.

**Fees.** Selendy Gay’s fees will be based on the amount of time we devote to the Engagement. The standard billing rates of the attorneys whom we anticipate assigning to this Engagement currently are \$2,450 for me and my partner Faith Gay, and \$2,300 for my partner Maria Ginzburg, though we may be assisted by additional attorneys. Our associates bill at rates ranging from \$920 to \$1,570, and our staff and contract attorneys bill at lower rates. These rates are generally based on their respective seniority and expertise and are subject to annual adjustments. Our timekeepers will bill their time on the Engagement in six-minute increments (i.e., each increment constitutes one tenth of an hour).

The billing rates of associates are based on when they graduated law school. Each year, an associate will advance to the next level of seniority (with all associates who are ten or more years out of law school being billed at the same rate). The increase in an associate’s rates that results from their moving to the next level of seniority will be treated as a “step adjustment,” rather than a rate increase. To the extent an attorney’s status changes (for example, because an associate is promoted to partner), the attorney’s rate may change as a result. This constitutes prior notice of such adjustments.

**Expenses.** Selendy Gay will charge you for any reasonable and documented expenses related to the Engagement, including without limitation copying or printing charges, fax charges, postage, messenger services, mileage, long-distance telephone charges, Wi-Fi charges, local and out-of-town travel charges, out-of-town and late-night meals, filing fees and other court costs, computerized research, e-discovery, and similar charges. We may incur external and in-house expenses below \$25,000.00 without your advance approval. We will either forward third-party expenses to you (including but not limited to charges from experts and consultants) for payment or pay such expenses, though we will not make disbursements to third parties until we have been paid sufficient to cover such expenses. We will bill e-discovery and in-house expenses at market rates. Attorney fees, including contract attorney fees, are not expenses, and are addressed under “Fees,” above.

**Billing.** You will be billed monthly during the Engagement, and any payment is due upon your receiving an invoice (including if you receive the invoice via email). The invoice will provide a complete and detailed description for all timekeeper entries and a summary of work performed during the billing period. All invoices must be paid in U.S. Dollars via wire (as specified below) or check.

Roger Meltzer, Stefan M. Selig and Noburu Yamamoto  
May 27, 2025

If paying by wire (including as to any retainer), please follow the below instructions:

|                        |                                          |
|------------------------|------------------------------------------|
| Bank Address:          | 153 East 53rd Street, New York, NY 10022 |
| ABA (Routing):         | 021000089                                |
| For Credit to:         | Citibank, NA                             |
| Account Number:        | 6795236734                               |
| For Further Credit to: | Selendy Gay PLLC                         |
| SWIFT Code:            | CITIUS33                                 |

If paying by check, please mail to:

Attention: Chief Financial Officer  
Selendy Gay PLLC  
1290 Avenue of the Americas  
New York, NY 10104

Your obligation to pay our invoices is solely yours and is not contingent on any judgment, settlement, on any right to reimbursement, indemnification, or insurance, or on any other payment you may expect to receive from another party (including without limitation a court award of fees and costs relating to the Engagement).

**Retainer.** Our agreement to represent the Company in connection with this engagement is contingent upon the Company's payment to us of an advance payment retainer in the amount of \$250,000.00. In addition, the Company agrees to provide one or more additional advance payment retainers as necessary, so as to ensure that the amount of any advance payment retainers remain at or above our estimated fees and expenses. We may apply the advance payment retainers to any outstanding fees as services are rendered and to expenses as they are incurred. The Company understands and acknowledges that any advance payment retainers are earned by us upon receipt, any advance payment retainers become our property upon receipt, the Company no longer has a property or any other interest in any advance payment retainers upon our receipt, any advance payment retainers will be placed in our general account and will not be held in a client trust, escrow or similar account, and the Company will not earn any interest on any advance payment retainers. The purpose of the advance payment retainer is to ensure that we do not become a creditor of the Company and will not be disqualified from representing the Company in any liquidation, reorganization or similar proceeding, including in any case under Title 11 of the United States Code. The advance payment retainer is not a security deposit or security retainer. Notwithstanding payment of the advance payment retainers, the Company shall remain liable to us for all amounts owed to us pursuant to the terms of this agreement. At the conclusion of this Engagement, if the amount of any advance payment retainers held by us are in excess of the amount of our outstanding and estimated fees, expenses and costs, we will promptly pay to the Company an amount equal to the amount by which any advance payment retainers exceed such fees, expenses and costs.

**Outside Experts.** In the course of our representation, it may be appropriate, with your advance approval, to retain persons of special training or expertise to assist in the rendition of legal services (e.g., accountants, economists, financial, advisors, investigators). Owing to privileges that may apply to services that an attorney requests from a third party, it will often be advisable for this firm to assume responsibility for hiring such experts. Notwithstanding that the contractual relationship may be with this firm, however, you agree that you will bear the responsibility directly to pay the invoices for the reasonable and documented fees and expenses incurred by these persons.

Roger Meltzer, Stefan M. Selig and Noburu Yamamoto  
May 27, 2025

**Conflicts of Interest.** We wish to avoid any circumstance in which you would regard our representation of another client to be inconsistent with our duties to and understandings with you. Unless we have told you otherwise, we do not now represent another client in the specific matter in which you have retained us. However, the specific matters that could be or are Matters are not known with certainty at the time of the commencement of this engagement. Upon the identification of specific Matters, we will identify and notify you of any potential or actual ethical conflicts that Selendy Gay may have with respect to such Matter. The extent of such notice may be affected by our ethical duty to our other client(s) not to disclose the confidential information of the other client(s), in which case we will initially provide only the extent of notice that we are then permitted to provide and supplement the notice when doing so would no longer violate our ethical duty to our other client(s). If Selendy Gay determines that there is a potential or actual ethical conflict with respect to a particular Matter, our representation and legal advice in that particular Matter shall be subject to our receipt of written informed consent from each client.

Additionally, because we represent clients in a wide variety of legal matters around the world, it is possible that we currently represent, or in the future may be asked to represent, in some other matter unrelated to the specific matter in which you have engaged us, some person or entity whose interests are actually or potentially adverse to your interests in this or other matters, including in negotiations, work-outs, bankruptcy proceedings, or litigation. We agree that we will not undertake any such representation if the subject of the other representation is related to the specific matter in which we currently represent you. If the matters are not related, however, then you hereby agree that we will be free to undertake such an unrelated adverse representation provided that (a) the unrelated representation will not implicate any confidential information we have received from you, and (b) the other client has consented to our continued representation of you. This means that this firm could represent another client against you in an unrelated matter such as a lawsuit, a transaction, or some other matter. Your agreement as set forth in this paragraph represents your acknowledgement that such adverse representations are foreseeable to you, and effects a waiver of your right, if any, to object to our representation in the unrelated matter of another client whose interests are adverse to yours. Notwithstanding any affirmative consent and waiver, Selendy Gay will not undertake any such representation unless we first reasonably determine that we will be able to provide competent and diligent representation to both of the affected clients. Since we understand that you are experienced in retaining counsel, we are relying upon your agreement to the foregoing in undertaking this representation. We urge you to ask us (or other counsel) any questions concerning this paragraph before we undertake to represent you.

**Files.** We agree, during the Engagement and for a period of at least seven years following the conclusion of the Engagement, to retain our internal records and documents related to the Engagement, including any materials you provide us. Once the Engagement has been closed for seven years, we may destroy any such records without notifying you. Prior to the conclusion of this seven-year period, you may request in writing that we return these records. We agree to return any such records if you have paid all our outstanding fees and expenses and provided a signed release letter containing directions for returning the records. You agree that we may make physical or electronic copies if we choose at our own expense. You agree and understand that any materials left with us seven years after the engagement has terminated may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. We reserve the right to charge you the reasonable and documented fees, costs, and expenses (including without limitation attorney and staff time at our then-standard rates) of retrieving, assembling, copying, and transferring such records.



Roger Meltzer, Stefan M. Selig and Noburu Yamamoto  
May 27, 2025

**Related Proceedings.** If Selendy Gay is required to produce documents or to testify regarding the Engagement, you shall be responsible for our reasonable and documented costs and expenses (including without limitation attorney and staff time at our then-standard rates). If we are sued or subjected to administrative or other proceedings regarding the Engagement (other than for claims by you alleging our wrongdoing), you shall indemnify us for our reasonable and documented fees, costs, and expenses (including without limitation attorney and staff time at our then-standard rates); *provided that* the Company shall not be liable under the foregoing indemnification provision for any loss, claim, damage, or liability which arises out of any improper action or failure to act by Selendy Gay.

**In-Firm Privilege.** We may have occasion to seek legal advice about our own rights and responsibilities regarding our engagement by Client. We may seek such advice from Selendy Gay's General Counsel, from other attorneys in our internal Office of the General Counsel, or from outside attorneys at our own expense. You agree that any such communications and advice are protected by our own attorney-client privilege and neither the fact of any communication nor their substance is subject to disclosure to you. To the extent that we are addressing our own rights and responsibilities, a conflict of interest might be deemed to exist between us and you, particularly if a dispute should arise between us and you. You hereby consent to such consultation occurring and waive any claim of conflict of interest based on such consultation or resulting communications that would otherwise disqualify us from continuing to represent you or from acting in our own behalf, even if doing so might be deemed adverse to your interests.

**Governing Law and Venue.** Selendy Gay's and Client's rights and obligations arising out of or relating to the Engagement and this agreement will be governed by the substantive and procedural laws of the State of New York (without regard to conflicts of law rules). Any disputes arising under or related to this agreement shall be litigated solely in the state or federal courts of the Borough of Manhattan in the City and State of New York, which shall have exclusive jurisdiction over any such matter.

**Severability.** Should any part of this agreement, or language within any provision of this agreement, be rendered or declared invalid by a court or other tribunal, such invalidation of such part or portion of this agreement, or any language within a provision of this agreement, should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

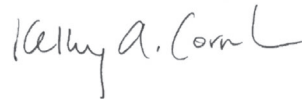
**Legal Updates, Publications and Events.** You agree that we may contact you with legal updates or other publications which we believe may be useful to you (for example, with details of relevant changes in law). In addition, you agree that we may send you invitations to events such as client seminars on various legal topics. We may contact you for these purposes by email, mail or telephone (as appropriate).

**Opportunity to Seek Independent Legal Counsel.** You acknowledge that we have advised you to consider seeking, and that you have had a reasonable opportunity to seek, independent legal counsel about all sections of this agreement.

Roger Meltzer, Stefan M. Selig and Noburu Yamamoto  
May 27, 2025

Please sign and return to us a copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to the Engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above and attached.

Sincerely yours,



Kelley Cornish  
Managing Partner

STATEMENT TO BE SIGNED BY CLIENT:

By signing below, I confirm for Client that I have read this letter, have had the opportunity to consult an independent lawyer about all terms set forth in this letter, and understand and agree to its contents.

By:  \_\_\_\_\_

Name: Marisa Iasenza

Title: Chief Legal Officer

Date: May 29, 2025

**Exhibit B**

**Cornish Declaration**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

|                                      |   |                         |
|--------------------------------------|---|-------------------------|
| In re:                               | ) |                         |
|                                      | ) | Chapter 11              |
| MARELLI AUTOMOTIVE LIGHTING USA LLC, | ) |                         |
| <i>et al.</i> , <sup>1</sup>         | ) | Case No. 25-11034 (CTG) |
|                                      | ) |                         |
| Debtors.                             | ) | (Jointly Administered)  |
|                                      | ) |                         |

**DECLARATION OF  
KELLEY A. CORNISH IN SUPPORT OF  
THE DEBTORS' APPLICATION FOR ENTRY OF  
AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF SELENDY GAY PLLC AS COUNSEL TO  
THE DEBTORS AT THE DIRECTION OF THE SPECIAL COMMITTEE  
OF MARELLI HOLDINGS CO., LTD., EFFECTIVE AS OF JUNE 11, 2025**

I, Kelley A. Cornish, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a partner of the law firm of Selendy Gay PLLC ("Selendy Gay" or the "Firm"), which maintains offices for the practice of law at 1290 Avenue of the Americas, New York, NY 10104. I am a member in good standing of the Bar of the State of New York, and I have been admitted to practice in New York. There are no disciplinary proceedings pending against me in any jurisdiction.

2. I submit this declaration (the "Cornish Declaration") pursuant to Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and section 329 of title 11 of the United States Code (the "Bankruptcy Code"), in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Selendy Gay PLLC as Counsel to the*

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<sup>1</sup> 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.

*Debtors at the Direction of the Special Committee of Marelli Holdings Co., Ltd., Effective as of June 11, 2025* (the “Application”).<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein.<sup>3</sup> To the extent any information disclosed herein requires amendment or modification upon Selendy Gay’s completion of further analysis or as additional party-in-interest information becomes available, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

### **Qualifications of Selendy Gay**

3. These chapter 11 cases are complex and will require independent counsel to perform legal services for the Debtors, at the direction of the Special Committee of the Board, pursuant to its mandate. Selendy Gay has extensive knowledge, expertise, and experience in complex commercial litigation, board investigations, bankruptcy and restructuring relevant to the Special Committee’s mandate. The Firm has represented stakeholders in a variety of bankruptcy-adjacent matters, has a deep understanding of corporate restructurings and board investigations, and has litigated many complex disputes arising from distressed situations. As a result, the firm is uniquely positioned to assist the Special Committee as it pursues strategic transactions and evaluates any potential conflicts of interest in connection with these chapter 11 proceedings. In preparing for its representation of the Debtors at the direction of the Special Committee in these chapter 11 cases, Selendy Gay has become familiar with the Debtors’ business, the role of the Special Committee, and many of the potential legal issues that may arise in the contexts of these chapter 11 cases.

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

<sup>3</sup> Certain of the disclosures herein relate to matters within the knowledge of attorneys or employees of Selendy Gay and are based on information provided by them.

4. Selendy Gay is prepared to serve as counsel to the Debtors, at the direction of the Special Committee, and to perform services that are necessary and appropriate to discharge the Special Committee's responsibilities and further the interests of the Debtors' constituents in these chapter 11 cases, subject to approval by the Court. Selendy Gay attorneys have been actively involved and represented various parties in interest in numerous chapter 11 cases, including most recently: *In re Ligado Networks LLC*, No. 25-10006 (TMH) (Bankr. D. Del. Feb. 20, 2025); *In re Hornblower Holdings, LLC*, No. 24-90061 (Bankr. S.D. Tex. Apr. 22, 2024); *In re Robertshaw US Holding Corp.*, No. 24-90052 (Bankr. S.D. Tex. Feb. 15, 2024); *In re Genesis Global Holdco, LLC*, No. 23-10063 (Bankr. S.D.N.Y. Jan. 19, 2023); *In re Celsius Network LLC*, No. 22-10964 (Bankr. S.D.N.Y. Mar. 16, 2023); *In re Corp Group Banking S.A.*, No. 21-10969 (JKS) (Bankr. D. Del. June 25, 2021); *In re Marshall Broadcasting Group, Inc.*, No. 19-36743 (Bankr. S.D. Tex. Dec. 3, 2019); and *In re SRC Liquidation, LLC*, No. 15-10541 (BLS) (Bankr. D. Del. Mar. 12, 2015) ("SRC").<sup>4</sup>

5. Prior to joining Selendy Gay in February 2024, I was a partner at Paul, Weiss, Rifkind, Wharton & Garrison LLP, where I represented various parties in interest in numerous chapter 11 cases, including the following complex cases on behalf of companies, involving significant litigated matters: *In re Diamond Sports Group, LLC*, No. 23-90116 (Bankr. S.D. Tex. May 3, 2023); *In re TV Azteca, S.A.B. de C.V.*, Case No. 23-10385 (Bankr. S.D.N.Y. Mar. 21, 2023); *In re Bumble Bee Parent, Inc.*, No. 19-12502 (LSS) (Bankr. D. Del. Dec. 18, 2019); *In re Sears Holdings Corp.*, No. 18-23538 (Bankr. S.D.N.Y. Nov. 13, 2018); *In re BPS US Holdings Inc.*, No. 16-12373 (KJC) (Bankr. D. Del. Dec. 13, 2016); *In re Walter Energy, Inc.*,

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<sup>4</sup> In connection with SRC, Selendy Gay also represented McKinsey & Co., Inc. in various adversary proceedings stemming from the matter.

No. 15-02741 (Bankr. N.D. Ala. Sept. 4, 2015); and *In re AbitibiBowater Inc.*, No. 09-11296 (KJC) (Bankr. D. Del. May 14, 2009).

6. The Debtors have been informed that I, a partner of Selendy Gay, as well as other partners and associates of Selendy Gay who will be working on this matter, are members in good standing of the applicable state bar(s) in which they are admitted to practice.

7. For the foregoing reasons, Selendy Gay is specially situated and well-qualified to represent the Debtors, at the direction of the Special Committee, in a most efficient manner in matters relating to these chapter 11 cases. Accordingly, the retention of Selendy Gay is necessary and in the best interests of the Special Committee, the Debtors, their estates, and creditors.

#### **Services to Be Provided**

8. As set forth in the Application, I have been advised that the Debtors seek authority to employ and retain Selendy Gay as counsel, at the direction of the Special Committee, to provide services in connection with all matters that were delegated to the Special Committee within the limits set forth in the board resolutions dated March 8, 2025, and such other matters as the Company and/or the Special Committee may request and Selendy Gay may agree to handle (collectively, the “Matters”). Because the specific matters that may become the Matters could not have been known at the time of entering into the Engagement Letter, the Firm will be actively involved in, among other things:<sup>5</sup>

- (e) evaluating and negotiating the Restructuring Transactions (as defined in the Restructuring Support Agreement), and any other strategic, restructuring, financing and/or sale transaction or series of transactions relating to these chapter 11 cases;

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<sup>5</sup> Capitalized terms used in the following subparagraphs shall have the meanings given to them in the Engagement Letter.

- (f) conducting investigations and analyses sufficient to advise the Special Committee regarding the Restructuring Transactions and other Matters in these chapter 11 cases;
- (g) rendering services for the Special Committee including, but not limited to, fact investigation, legal research, briefing, argument, discovery, negotiation, litigation, participation in meetings of the Debtors' board of directors and other applicable committees thereof, appearances and participation in hearings, and communications and meetings with parties in interest, in each case as it relates to these chapter 11 cases; and
- (h) performing all other necessary or requested services provided for in the Engagement Letter or in connection with the Special Committee's role in these chapter 11 cases.

9. Subject to the Court's approval of the Application, Selendy Gay is willing to serve as counsel to the Debtors, at the direction of the Special Committee, in these chapter 11 cases and to perform the services described above.

#### **Professional Compensation**

10. Selendy Gay has advised the Debtors that, subject to this Court's allowance of compensation and reimbursement of expenses in accordance with applicable general orders and fee guidelines of this Court, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other orders of the Court, it will charge the Debtors for its legal services on an hourly basis in accordance with its ordinary and customary rates for matters of this type in effect on the date such services are rendered, and for reimbursement of all costs and expenses incurred in connection with these chapter 11 cases.

11. Selendy Gay will charge its then current standard rate for the professional services that Selendy Gay has provided to date and will provide in the future. Currently, the hourly rates charged by Selendy Gay range from \$1,700 to \$2,450 for partners, \$920 to \$1,570 for associates, \$815 for law clerks, and \$525 to \$630 for paraprofessionals. Selendy Gay has advised the Debtors that the hourly rates set forth above are subject to periodic review and adjustment in the normal

course of the Firm's business, typically on January 1st of each year with a step up on August 1st, and due to the increased experience of a particular professional. Such adjustments were last made on January 1, 2025. In the event that its billing rates increase, Selendy Gay will provide notice of any rate increases pursuant to the procedure set forth in the Order.

12. The hourly rates set forth above are Selendy Gay's current standard rates and (as noted above) are subject to periodic adjustment in the ordinary course of business. These rates are set at a level designed to fairly compensate Selendy Gay for the work of its attorneys and paraprofessionals and to cover fixed and routine overhead expenses. Additionally, it is Selendy Gay's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case, subject to any modification to such policies that Selendy Gay may be required to make to comply with the applicable general orders of this Court and the *U.S. Trustee 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 (collectively, the "Fee Guidelines"), sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further order of the Court. The expenses charged to clients include, among other things, copying and printing, postage, e-discovery expenses, court fees, transcript costs, local and out-of-town travel charges, expenses for out-of-town and late-night meals, and computer-aided research. Pursuant to the Engagement Letter, Selendy Gay requires the Company's advance approval prior to incurring external and in-house expenses above \$25,000. Selendy Gay will seek reimbursement, subject to the Court's approval, for all such expenses incurred by Selendy Gay on the Debtors' behalf. All requests for reimbursement of expenses will be consistent with any guidelines established by the Court.

13. Selendy Gay has advised the Debtors that it intends to apply to this Court for allowance of compensation for professional services rendered and reimbursement of expenses in accordance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Rules, any other applicable procedures and orders of the Court, for all professional services performed and expenses incurred in these chapter 11 cases.

14. Pursuant to Bankruptcy Rule 2016(b), Selendy Gay has no agreement with any other entity to share any compensation received by Selendy Gay, except as permitted under section 504(b)(1) of the Bankruptcy Code. Selendy Gay has not received any promises as to payment or compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code and as disclosed herein.

15. On June 6, 2025, Selendy Gay received an advance payment retainer of \$250,000 from the Company, and payment of \$170,509.50 on account of all services rendered to the Company, at the direction of the Special Committee, prior to the Petition Date. Selendy Gay did not otherwise receive payments from the Debtors within the ninety (90) day period prior to the Petition Date and is not a creditor of the Debtors.

#### **No Duplication of Service**

16. The services of Selendy Gay are intended to complement and not duplicate the services rendered by any other professional retained in these chapter 11 cases. Selendy Gay understands that the Debtors have retained and may retain additional professionals during the term of the engagement and agrees to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

**Selendy Gay's Disinterestedness**

17. I am not, nor is Selendy Gay, an insider of the Debtors. To the best of my knowledge, Selendy Gay (a) does not hold or represent any interest in the chapter 11 cases that is adverse to the Debtors that would preclude the Firm from acting as counsel to the Debtors, at the direction of the Special Committee, and, (b) to the extent applicable to Selendy Gay's retention by the Debtors, is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code and as may be incorporated by section 328(c) of the Bankruptcy Code.

18. Pursuant to Bankruptcy Rule 2014(a), prior to filing the Application, Selendy Gay conducted a disclosure review to identify the Firm's connections to the Debtors and the most significant parties in interest in the chapter 11 cases. Selendy Gay conducted such review based on a list of interested parties supplied by Kirkland & Ellis, LLP, proposed co-counsel to the Debtors.

19. To conduct this review, Selendy Gay ran the names of the parties identified by the Debtors and provided to Selendy Gay as set out in **Schedule 1** annexed hereto (the "Parties in Interest") through the Firm's conflicts database to determine if Selendy Gay has a relationship with any of the named Parties in Interest and, if so, whether such relationships relate in any way to the proposed representation of the Debtors in these chapter 11 cases. Selendy Gay also identified known or potential affiliates of the Parties in Interest based on publicly available information and then compared any identified known or potential affiliates of the Parties in Interest to individuals or entities that Selendy Gay currently represents or has represented. The Parties in Interest listed in Schedule 1 include, but may not limited to:

- (a) Debtors;
- (b) Director/Officer;
- (c) Debtor Restructuring Professionals;



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

20. Selendy Gay and the partners, counsel, and associates of Selendy Gay presently represent, may have represented in the past, and may represent in the future, entities (or affiliates of entities) that are claimants of and/or interest holders in the Debtors, and/or are parties in interest in these chapter 11 cases, in matters unrelated to these chapter 11 cases. To the best of my knowledge, all such parties are listed on the schedule attached hereto as **Schedule 2** (the “Disclosure Schedule”). Certain partners, counsel, and associates of Selendy Gay may also have represented, in their prior employment at other law firms (which law firms may have representations in these chapter 11 cases) entities (or affiliates of entities) that are claimants of

and/or interest holders in the Debtors, and/or are parties in interest in these chapter 11 cases, in matters unrelated to these chapter 11 cases.

21. Selendy Gay and its lawyers provide a broad range of litigation, bankruptcy, arbitration, and investigative services to numerous clients. Because of the Firm's extensive legal practice, Selendy Gay represents or has in the past represented, in matters unrelated to the Debtors or these chapter 11 cases, clients that are adverse, or could be considered potentially adverse, to creditors of the Debtors and other Parties in Interest in the chapter 11 cases. In addition, Selendy Gay is likely in the future to represent certain creditors or equity security holders of the Debtors and other parties in interest on matters unrelated to the Debtors or the chapter 11 cases. However, I do not believe that such representations would preclude the Firm's representation of the Debtors on the matters for which it is to be engaged.

22. Of the Parties in Interest listed in the Disclosure Schedule, none represented more than one percent of Selendy Gay's revenue for the twelve-month period ending on June 11, 2025.

23. To the best of my knowledge and information, Selendy Gay does not hold or represent an interest adverse to the Debtors or their estates as a result of its representation of Parties in Interest in matters that are unrelated to these chapter 11 cases, and, except as disclosed in the Disclosure Schedule, does not have any "connections" to the Debtors' creditors, other Parties in Interest, and potential Parties in Interest, the U.S. Trustee, or the United States Bankruptcy Judge assigned to these chapter 11 cases. As such, I do not believe that Selendy Gay's current or prior representations described in the Disclosure Schedule are materially adverse to the interests of the Debtors or their estates.

24. In light of the possibility that certain creditors or other Parties in Interest may not have been identified on Schedule 1, Selendy Gay may have represented, may currently represent,

or may in the future represent such entities in matters wholly unrelated to these chapter 11 cases that may be Parties in Interest in these chapter 11 cases. Selendy Gay's disclosures in the Disclosure Schedule are based on searches of its electronic database for the Parties in Interest on Schedule 1, but the information listed on the attached schedules may have changed without our knowledge and may change during the pendency of these chapter 11 cases. To the extent that Selendy Gay becomes aware of any such additional parties in interest, Selendy Gay will promptly run such new Parties in Interest through Selendy Gay's conflicts department and file a supplemental declaration, if necessary. Selendy Gay will also periodically refresh the search results regarding prior Parties in Interest and, to the extent that disclosures for new connections are appropriate, Selendy Gay will file a supplemental declaration of same.

25. Based upon my review of all of Selendy Gay's connections in these chapter 11 cases, I submit that Selendy Gay is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that the Firm, its partners, counsel, and associates:

- a. are not creditors, equity security holders, or insiders of the Debtors;
- b. are not and were not, within two years before the Petition Date, a director, officer, or employee of the Debtors; and
- c. does not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

26. To the best of my knowledge and insofar as I have been able to ascertain, neither Selendy Gay nor any of its partners, counsel, or associates holds or represents any interest adverse to the Debtors or its estates in the matters upon which it is to be engaged.

**Attorney Statement Pursuant to Fee Guidelines**

27. The following information is provided pursuant to paragraph D.1 of the Fee Guidelines:

**Question:** Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

**Answer:** No.

**Question:** Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

**Answer:** No.

**Question:** If you represented the client in the twelve (12) months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the twelve (12) months prepetition. If your billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.

**Answer:** The Company, at the direction of the Special Committee, retained Selendy Gay on May 19, 2025, pursuant to the Engagement Letter which is attached as Exhibit 1 to the Order. Selendy Gay's billing rates and material financial terms have not changed postpetition.

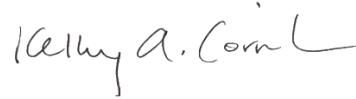
**Question:** Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

**Answer:** No.

28. The foregoing constitutes the statement of Selendy Gay pursuant to sections 327(a), 329, and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Local Rules 2014-1 and 2016-1.

*[Remainder of page intentionally left blank]*

Dated: July 10, 2025  
New York, New York

A handwritten signature in dark ink, reading "Kelley A. Cornish". The signature is written in a cursive, flowing style. The first name "Kelley" is written with a capital 'K' and a dot over the 'y'. The last name "Cornish" starts with a capital 'C' and ends with a long horizontal stroke.

---

Kelley A. Cornish  
Partner, Selendy Gay PLLC

**Schedule 1**

**Parties in Interest**

## **SCHEDULE 1**

### **List of Schedules**

| <b><u>Schedule</u></b> | <b><u>Category</u></b>                              |
|------------------------|-----------------------------------------------------|
| 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 (Czech  
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 Kechne 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 Kechne 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 Cauccion SA de Seguros y Reaseguros  
COFACE SA  
Compagnie Francaise D'Assurance Pour Le Commerce Exteriorur 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  
 Miedzynakładowa Organizacja Związkowa  
 NSZZ "Solidarnosc"-80 w Sosnowcu  
 Miedzynakładowa Organizacja Związkowa  
 NSZZ Pracowników FCA Poland SA i  
 Spolek  
 Miedzynakładowa Organizacja Związkowa  
 NSZZ Solidarnosc FCA Poland SA  
 Miedzynakładowy Związek 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

Türk Metal Sendikası

Unione Generale del Lavoro  
Metalmeccanici

Unione Italiana Lavoratori Metalmeccanici -  
UIL

Unite the Union Llanelli

Zakladna organizacia OZ KOVO KOSIT

Zakladní organizace Odborového svazu  
KOVO AL Jihlava

Zakladní organizace Pro Libertate - DPMLJ

Związek Zawodowy "Metalowcy" Marelli  
Sosnowiec Poland

Związek Zawodowy GT 20&21

## SCHEDULE 1(t)

### Vendors

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

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 Alüminyum 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 Felelősségű Társaság

**Schedule 2**

**Disclosure Schedule**

| <b>Matched Entity</b>                                  | <b>Relationship to Debtors</b>                      | <b>Relationship to Selendy Gay</b> |
|--------------------------------------------------------|-----------------------------------------------------|------------------------------------|
| Ace American Insurance Co.                             | Insurance                                           | Affiliate of a Former Client       |
| Ace Property & Casualty Insurance Co.                  | Insurance                                           | Affiliate of a Former Client       |
| AIG                                                    | Insurance                                           | Former Client                      |
| Allianz Argentina Compañia de Seguros Sociedad Anonima | Insurance                                           | Affiliate of a Current Client      |
| Allianz Global Corporate & Specialty SE                | Insurance                                           | Affiliate of a Current Client      |
| Allianz Global Risks US Insurance Company              | Insurance                                           | Affiliate of a Current Client      |
| Allianz Insurance PLC                                  | Insurance                                           | Affiliate of a Current Client      |
| Alvarez & Marsal Holdings LLC                          | Debtor Restructuring Professionals                  | Former Client                      |
| Chubb Ltd.                                             | Insurance                                           | Former Client                      |
| Chubb European Group                                   | Insurance                                           | Affiliate of a Former Client       |
| Illinois Union Insurance Co.                           | Insurance                                           | Affiliate of a Former Client       |
| Markel American Insurance Co.                          | Insurance                                           | Former Client                      |
| Siemens Industry Software Inc.                         | Vendors                                             | Affiliate of a Current Client      |
| Siemens Industry Software Gmbh                         | Vendors                                             | Affiliate of a Current Client      |
| Strategic Value Partners, LLC                          | Banks-Lender-UCC Lien Parties-Administrative Agents | Former Client                      |



**Exhibit C**

**Meltzer Declaration**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

|                                      |   |                         |
|--------------------------------------|---|-------------------------|
| In re:                               | ) |                         |
|                                      | ) | Chapter 11              |
| MARELLI AUTOMOTIVE LIGHTING USA LLC, | ) | Case No. 25-11034 (CTG) |
| <i>et al.</i> , <sup>1</sup>         | ) |                         |
| Debtors.                             | ) | (Jointly Administered)  |
|                                      | ) |                         |

**DECLARATION OF ROGER MELTZER  
IN SUPPORT OF THE DEBTORS' APPLICATION FOR  
ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF SELENDY GAY PLLC AS COUNSEL TO THE  
DEBTORS AT THE DIRECTION OF THE SPECIAL COMMITTEE  
OF MARELLI HOLDINGS CO., LTD., EFFECTIVE AS OF JUNE 11, 2025**

I, Roger Meltzer, do hereby declare, under penalty of perjury, that:

1. I am a disinterested member of the board of directors (the “Board”) of Marelli Holdings Co., Ltd. (the “Company” or “Marelli”), and a member of the special committee (the “Special Committee”) of the Board, along with Stefan Selig and Noboru Yamamoto.

2. I submit this declaration in support of *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Selendy Gay PLLC as Counsel to the Debtors at the Direction of the Special Committee of Marelli Holdings Co., Ltd., Effective as of June 11, 2025* (the “Application”).<sup>2</sup> Except as otherwise indicated herein, I have personal knowledge of the matters set forth herein.

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

**Selection of Selendy Gay**

3. Effective as of May 27, 2025, Selendy Gay PLLC (“Selendy Gay” or the “Firm”) and Marelli executed an engagement letter (the “Engagement Letter”) regarding the retention of Selendy Gay as counsel to the Company, at the direction of the Special Committee. The Company and the Special Committee agreed to the retention of Selendy Gay as counsel under the terms of the Engagement Letter.

4. By the Application, the Debtors seek authority to continue the engagement of Selendy Gay as counsel to the Debtors at the direction of the Special Committee, to provide services in connection with all matters that were delegated to the Special Committee within the limits set forth in the board resolutions dated March 8, 2025, and such other matters as the Company and/or the Special Committee may request and Selendy Gay may agree to handle (collectively, the “Matters”). Selendy Gay’s engagement will include the following services, among others: (a) evaluating and negotiating the Restructuring Transactions and any other strategic, restructuring, financing and/or sale transaction or series of transactions relating to the chapter 11 cases; (b) conducting investigations and analyses sufficient to advise the Special Committee regarding the Restructuring Transactions and other Matters in these chapter 11 cases; (c) services for the Special Committee including, but not limited to, fact investigation, legal research, briefing, argument, discovery, negotiation, litigation, participation in meetings of the Debtors’ board of directors and other applicable committees thereof, appearances and participation in hearings, and communications and meetings with parties in interest, in each case as it relates to the chapter 11 cases; and (d) performing all other necessary or requested services provided for in the Engagement Letter or in connection with the Special Committee’s role in the chapter 11 cases.

5. I recognize that a comprehensive review process is necessary when selecting and managing legal counsel in complex chapter 11 cases, to ensure that the selected counsel is subject to the same client-driven market forces, scrutiny and accountability as counsel in non-bankruptcy engagements. The Special Committee ultimately determined that the retention of Selendy Gay is in the best interests of the Debtors, their estates, and creditors because of Selendy Gay's extensive knowledge, expertise, and experience in complex commercial litigation, board investigations, bankruptcy, and restructuring, relevant to the Special Committee's mandate. Therefore, I believe that Selendy Gay is well-qualified and well-situated to represent the Debtors, at the direction of the Special Committee, in these chapter 11 cases in an efficient, effective and timely manner.

6. I believe that the services rendered by Selendy Gay will not be unnecessarily duplicative of those rendered by any other professional retained by the Debtors.

#### **Rate Structure and Cost Supervision**

7. In connection with the filing of these chapter 11 cases, Marelli and Selendy Gay have agreed upon rates in accordance with Selendy Gay's customary rates. Selendy Gay has confirmed to Marelli that the Firm does not vary its billing rates or the material terms of an engagement depending on whether such engagement is a bankruptcy or a nonbankruptcy engagement. Selendy Gay has further advised Marelli that its current customary U.S. hourly rates are as follows: \$1,700 to \$2,450 for partners, \$920 to \$1,570 for associates, \$815 for law clerks, and \$525 to \$630 for paraprofessionals.

8. It is my understanding that Selendy Gay reviews and adjusts its billing rates annually to ensure that its rates are comparable to the billing rates of its peer firms. To the extent that there is any disparity in such rates, however, I nevertheless believe that Selendy Gay's retention by the Debtors is warranted in these chapter 11 cases.

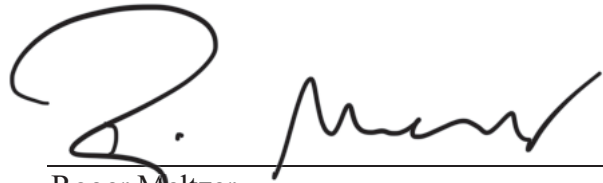
9. I recognize that it is the Special Committee's responsibility to closely monitor the billing practices of their counsel, to ensure the fees and expenses paid by the estates remain consistent with the Special Committee's expectations and the exigencies of these chapter 11 cases. The Special Committee will continue to review the statements that Selendy Gay regularly submits.

10. Based on the foregoing, I believe it is necessary to employ Selendy Gay as counsel to the Debtors, at the direction of the Special Committee.

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.

*[Remainder of page intentionally left blank]*

Dated: July 10, 2025



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Roger Meltzer  
Director and Special Committee Member  
Marelli Holdings Co., Ltd.