

**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)
	)	
	)	<b>Re: Docket No. 487</b>

---

**DECLARATION  
OF DISINTERESTEDNESS  
OF FROST BROWN TODD LLP PURSUANT TO THE ORDER  
AUTHORIZING THE DEBTORS TO RETAIN AND COMPENSATE  
PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS**

---

I, Mekesha H. Montgomery, declare under penalty of perjury:

1. I am a Partner of Frost Brown Todd LLP, practicing out of the office located at 150 Third Avenue South, Suite 1900, Nashville, Tennessee 37201 (the “Firm”).

2. Marelli Holdings Co., Ltd. and Marelli Europe S.P.A. (collectively, the “Debtors”) have requested that the Firm provide business litigation and employment-related legal services to the Debtors (as the Firm has historically provided such services), and the Firm has consented to provide such services (collectively, the “FBT Services”).

3. The Firm may have performed services in the past, may currently perform services, and may perform services in the future in matters unrelated to these chapter 11 cases for persons that are parties in interest in the Debtors’ chapter 11 cases. The Firm does not, however, perform services for any such person relating to these chapter 11 cases, except for: (i) Lohmann Nordic AB and certain of its affiliates; (ii) Nifco America Corporation and certain of its affiliates; (iii)

---

<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 is 26555 Northwestern Highway, Southfield, Michigan 48033.



Nifco Central Mexico, S. de R.L.; (iv) Honda Development & Manufacturing of America, LLC and certain of its affiliates; (v) Honda Trading America Corporation and certain of its affiliates; (vi) Honda Trading de Mexico, S.A. de C.V. and (vii) Nissan Trading Corporation Americas (the “Represented Clients”). The Firm provides services for the Represented Clients as creditors in connection with the Debtors’ chapter 11 cases, work that is unrelated to the FBT Services, and the Firm has obtained waivers from the Debtors and the Represented Clients allowing for such representation. The Firm does not have any relationship with any such person, their attorneys, or their accountants that would be adverse to the Debtors or their estates with respect to the FBT Services.

4. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be employed by the Debtors, claimants, and parties in interest in these chapter 11 cases.

5. Neither I nor any principal, partner, director, or officer of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principals and regular employees of the Firm.

6. Neither I nor any principal, partner, director, or officer of, or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the FBT Services.

7. As of June 11, 2025, the Petition Date, the Debtors owed the Firm \$141,880.34 for prepetition services, the payment of which is subject to the limitations contained in title 11 of the United States Code, 11 U.S.C. §§ 101–1532. For the avoidance of doubt, the Firm is not waiving

as part of this Declaration the ability to file one or more proofs of claim for unpaid pre-Petition Date services.


8. As of the Petition Date, which was the date on which the Debtors commenced these chapter 11 cases, the Firm was not party to an agreement for indemnification with certain of the Debtors.

9. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

**FROST BROWN TODD LLP**

Date: August 20, 2025

  
/s/ \_\_\_\_\_  
By: Mekesha H. Montgomery  
150 Third Avenue South  
Suite 1900  
Nashville, Tennessee 37201