

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

**CERTIFICATION OF COUNSEL REGARDING ORDER
(I) AUTHORIZING THE DEBTORS TO RETAIN AND DESIGNATE
BRIAN WORRELL AS SENIOR FINANCIAL CONSULTANT TO THE DEBTORS
EFFECTIVE AS OF NOVEMBER 13, 2025 AND (II) GRANTING RELATED RELIEF**

The undersigned counsel for the above-captioned debtors and debtors in possession (the “Debtors”) hereby certifies that:

1. On November 13, 2025, the Debtors filed the *Application of Debtors (I) Authorizing the Debtors to Retain and Designate Brian Worrell as Senior Financial Consultant to the Debtors Effective as of November 13, 2025 and (II) Granting Related Relief* [Docket No. 1214] (the “Application”). Additionally, in support of the Application, the Debtors have concurrently with this certification filed the *Supplemental Declaration of Brian Worrell in Support of Debtors’ Application (I) Authorizing the Debtors to Retain and Designate Brian Worrell as Senior Financial Consultant to the Debtors Effective as of November 13, 2025 and (II) Granting Related Relief*.

2. Pursuant to the notice of the Application, objections to entry of an order granting the Application were due no later than **December 4, 2025 at 4:00 p.m. (prevailing Eastern Time)**.

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



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3. The Debtors received informal comments from the Office of the United States Trustee (the “U.S. Trustee”) with respect to the relief requested in the Application.

4. Attached hereto as **Exhibit A** is a proposed form of order granting the Application (the “Proposed Order”), which incorporates comments from the U.S. Trustee. The U.S. Trustee does not object to entry of the Proposed Order.

5. Attached hereto as **Exhibit B** is a redline of the Proposed Order, showing changes from the proposed order attached to the Application.

6. The Debtors respectfully request entry of the Proposed Order at the Court’s earliest convenience.

Dated: December 16, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

PACHULSKI STANG ZIEHL & JONES LLP

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

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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

-and-

Ross M. Kwasteniet, P.C. (admitted *pro hac vice*)
Spencer A. Winters, P.C. (admitted *pro hac vice*)

333 West Wolf Point Plaza
Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Email: ross.kwasteniet@kirkland.com
spencer.winters@kirkland.com

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

*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:

MARELLI AUTOMOTIVE LIGHTING USA LLC,
et al.,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-11034 (CTG)
)
) (Jointly Administered)
)
) **Re: Docket No. 1214**

**ORDER (I) AUTHORIZING THE DEBTORS TO RETAIN AND DESIGNATE
BRIAN WORRELL AS SENIOR FINANCIAL CONSULTANT TO THE DEBTORS
EFFECTIVE AS OF NOVEMBER 13, 2025 AND (II) GRANTING RELATED RELIEF**

Upon the application (the “Application”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (this “Order”), (a) authorizing the Debtors to retain and designate Brian Worrell as consultant to the Debtors, effective as of November 13, 2025, on the terms set forth in the Engagement Letter annexed to the Application as Exhibit B and the Worrell Declaration annexed to the Application as Exhibit C, and (b) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and the United States Bankruptcy Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 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

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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"), if any; and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. The terms of the Engagement Letter, including without limitation, the Engagement Terms, as modified by the Application and this Order, are reasonable terms and conditions of employment and are hereby approved.
3. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rules 2014-1 and 2016-2(h), the Debtors are authorized to retain and employ Mr. Worrell in accordance with the terms and conditions set forth in the Engagement Letter, as modified herein, effective as of November 13, 2025.
4. Mr. Worrell is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter.
5. The Debtors are authorized to pay Mr. Worrell's Monthly Fees and the Discretionary Fee (each as defined in the Engagement Letter) and to reimburse Mr. Worrell for his Expenses (as defined in the Engagement Letter) in accordance with, and at the times provided by, the Engagement Letter and the Application as modified by this Order, and none of the fees payable

to Mr. Worrell shall constitute a “bonus” or fee enhancement under applicable law; *provided* that the Debtors shall give reasonable notice to the U.S. Trustee, counsel to the Committee, and counsel to the Ad Hoc Group of Senior Lenders of payment of the Monthly Fees and the Discretionary Fee.

6. Notwithstanding anything herein to the contrary, Mr. Worrell shall be compensated for fees and reimbursed for out-of-pocket expenses pursuant to section 328 of the Bankruptcy Code, and all fees and out-of-pocket expense reimbursements to be paid to Mr. Worrell shall be subject to review pursuant only to the standard of review set forth in section 328(a) of the Bankruptcy Code, and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code; *provided, however*, notwithstanding anything in this Order, or in the Engagement Letter, to the contrary, the U.S. Trustee, and solely the U.S Trustee, shall retain all rights to object to Mr. Worrell’s fees based on the reasonableness standard provided for in section 330 of the Bankruptcy Code.

7. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court, or any guidelines regarding submission and approval of fee applications, in light of services to be provided by Mr. Worrell and the structure of Mr. Worrell’s compensation pursuant to the Engagement Letter, Mr. Worrell shall only be required to maintain records in half hour increments describing his work performed in support of each fee application and will both (i) present such records to the U.S. Trustee, counsel to the Committee, and counsel to the Ad Hoc Group of Senior Lenders on a monthly basis and (ii) file such records with his final fee application; *provided* that Mr. Worrell shall not be required to keep time records on a project category basis.

8. Mr. Worrell may, but shall not be required to, file interim fee applications; *provided, however*, Mr. Worrell shall file a final fee application with all payments made to Mr. Worrell by the Debtors in these chapter 11 cases to remain subject to the filing of a final fee application and approval by the Court. Such final fee application shall include a summary statement of all compensation and reimbursements for which payment or reimbursement is sought or was already paid by Debtors. Mr. Worrell shall be reimbursed for only his actual and necessary expenses, and Mr. Worrell's request for reimbursement of expenses in his final fee application shall include the detail required by Local Rule 2016-2(e). To the extent any funds received by Mr. Worrell are not approved by the Court, Mr. Worrell shall promptly return such funds to the Debtors' estates.

9. Mr. Worrell will conduct himself as though he owes the duty of care and duty of loyalty to the Debtors.

10. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

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

12. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

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

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

Exhibit B

Redline

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

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MARELLI AUTOMOTIVE LIGHTING USA LLC,
et al.,¹

Debtors.

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) Chapter 11
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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"), if any; and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. The terms of the Engagement Letter, including without limitation, the Engagement Terms, as modified by the Application and this Order, are reasonable terms and conditions of employment and are hereby approved.
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his Expenses (as defined in the Engagement Letter) in accordance with, and at the times provided by, the Engagement Letter and the Application as modified by this Order, and none of the fees payable to Mr. Worrell shall constitute a “bonus” or fee enhancement under applicable law; *provided* that the Debtors shall give reasonable notice to the U.S. Trustee, counsel to the Committee, and counsel to the Ad Hoc Group of Senior Lenders of payment of the Monthly Fees and the Discretionary Fee.

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7. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court, or any guidelines regarding submission and approval of fee applications, in light of services to be provided by Mr. Worrell and the structure of Mr. Worrell’s compensation pursuant to the Engagement Letter, Mr. Worrell shall ~~be excused from only be required to~~ maintain ~~ing and filing time records in accordance with Bankruptcy Rule 2016(a), Local Rule 2016-2, the fee guidelines established by~~ records in half hour increments describing his work performed in support of each fee application and will both (i) present such records to the U.S. Trustee, ~~and any otherwise applicable orders or procedures of the Court in~~

~~connection with the services to be rendered pursuant to the Engagement Letter.~~ counsel to the Committee, and counsel to the Ad Hoc Group of Senior Lenders on a monthly basis and (ii) file such records with his final fee application; *provided* that Mr. Worrell shall not be required to keep time records on a project category basis.

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