

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)
)	

Hearing Date: July 16, 2025 at 2:00 p.m. (ET)
Objection Deadline: June 26, 2025 at 4:00 p.m. (ET)

MOTION OF DEBTORS FOR
ENTRY OF AN ORDER (I) AUTHORIZING
THE DEBTORS TO REDACT AND FILE UNDER SEAL THE
TRANCHE A LENDER FEE LETTER AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this motion:²

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), (a) authorizing the Debtors to redact and file under seal certain commercially sensitive information set forth in the Tranche A Lender Fee Letter (as defined herein), of which the Debtors are seeking approval pursuant to the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense*

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.

² A detailed description of the Debtors and their business, including the circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of David Slump, Chief Executive Officer of Marelli Automotive Lighting USA, LLC, in Support of First Day Motions* (the “First Day Declaration”) [Docket No. 20]. Capitalized terms used but not defined in this motion shall have the meanings ascribed to them in the First Day Declaration and the DIP Motion (as defined herein).



Claims, (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief, filed at [Docket No. 22] (the “DIP Motion”) (b) directing that the redacted portions of the Tranche A Lender Fee Letter shall remain under seal and confidential and not be made available to anyone, without the prior written consent of the Debtors and the Initial Tranche A Lender (as defined herein) except to (i) the United States Bankruptcy Court for the District of Delaware (the “Court”), (ii) the United States Trustee for the District of Delaware (the “U.S. Trustee”), (iii) any statutory committee appointed in these chapter 11 cases, and (iv) any other party as may be ordered by the Court or agreed to by the Debtors and the Initial Tranche A Lender, in each case under appropriate confidentiality agreements satisfactory to the Debtors, in their sole discretion, that preserve the confidentiality of the Tranche A Lender Fee Letter, and (c) granting related relief.

Jurisdiction and Venue

2. 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 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 section 107(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 9018 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 9018-1.

Background

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

6. On June 11, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No request for the appointment of a trustee or examiner has been made in these cases, and no official committees have been appointed or designated.

The Tranche A Lender Fee Letter

7. By the DIP Motion, the Debtors seek entry of interim and final orders authorizing the Debtors to, among other things, obtain postpetition secured financing and undertake payment of related fees with respect to (1) the senior secured, superpriority, priming debtor-in-possession term loan facility (the “Senior DIP Facility”) and (2) the junior secured, superpriority, priming debtor-in-possession term loan facility (the “Junior DIP Facility”) and together with the Senior DIP Facility, the “DIP Facilities”). The Senior DIP Facility is by and among Marelli North America, Inc. (the “New Money Borrower”), Deutsche Bank AG, London Branch (the “Initial Tranche A

Lender”), the other lenders party thereto (the “Senior DIP Lenders”), and GLAS USA LLC, as administrative and collateral agent (collectively with the New Money Borrower, the Initial Tranche A Lender, and the Senior DIP Lenders, the “Senior DIP Secured Parties”).

8. By this motion, the Debtors seek authorization to file under seal the form of execution version of the fee letter by and between the New Money Borrower and the Initial Tranche A Lender, which sets forth certain fees in connection with the DIP Facilities (the “Tranche A Lender Fee Letter”). The Tranche A Lender Fee Letter contains sensitive and confidential commercial information regarding the structure and amount of the fees relating to the DIP Facilities (the “Confidential Information”). Because the disclosure of this Confidential Information could harm the Debtors and the Senior DIP Secured Parties if made publicly available, the Debtors seek authority to file the Tranche A Lender Fee Letter under seal, subject to the limited approved disclosures as provided herein.

Basis for Relief

9. The Court must protect entities from potential harm that may result from the disclosure of certain confidential information. *See* 11 U.S.C. § 107(b); *In re Orion Pictures Corp.*, 21 F.3d 24, 27 (2d Cir. 1994); *In re Motions Seeking Access to 2019 Statements (Honeywell)*, 585 B.R. 733, 753 (D. Del. 2018); *In re Altegrity, Inc.*, 2015 WL 10963572, at *3 (Bankr. D. Del. July 6, 2015). Specifically, section 107(b) provides, in relevant part, as follows:

On request of a party in interest, the bankruptcy court shall, and on the bankruptcy court’s own motion, the bankruptcy court may—

(1) protect an entity with respect to a trade secret or confidential research, development, or commercial information;

11 U.S.C. § 107(b). “The protections afforded in section 107(b) do not just extend to a debtor,” but “[r]ather, a bankruptcy court may ‘protect’ an *entity* with respect to . . . commercial

information.” *In re Borders Group, Inc.*, 462 B.R. 42 (Bankr. S.D.N.Y. 2011) (emphasis in original) (citing 11 U.S.C. § 107(b)(1)).

10. Bankruptcy Rule 9018 sets forth the procedures by which a party may obtain a protective order authorizing the filing of a document under seal. *See* Fed. R. Bankr. P. 9018. Bankruptcy Rule 9018 provides, in relevant part, that “[o]n motion or on its own initiative, with or without notice, the court may make any order which justice requires . . . to protect the estate or any entity in respect of a trade secret or other confidential research, development, or commercial information[.]” *Id.* In addition, Local Rule 9018-1(d) provides, in relevant part, that “any filer seeking to file a document . . . under seal must file a motion requesting such relief[.]” Del. Bankr. L.R. 9018-1(d)(i).

11. “Section 107 provides the Bankruptcy Courts with authority and discretion to fashion orders that appropriately balance the interests of a party seeking access to [confidential commercial information] with the interests of those whose information is contained therein.” *Honeywell*, 585 B.R. at 753. If the material sought to be protected satisfies one of the categories identified in section 107(b) of the Bankruptcy Code, the court is required to grant protection and has no discretion to deny the application. *See Orion Pictures*, 21 F.3d at 27; *Honeywell*, 585 B.R. at 753 (“In limited circumstances, courts must deny access to judicial documents—generally where an open inspection may be used as a vehicle for improper purposes.” (quoting *Orion Pictures*, 21 F.3d at 27)); *Altegrity*, 2015 WL 10963572, at *3 (“[I]f it is established that the documents sought to be sealed fall within the enumerated statutory exception, the Court must grant the requested relief . . .” (citing *In re Anthracite Capital, Inc.*, 492 B.R. 162, 177 (Bankr. S.D.N.Y. 2013))).

12. Moreover, “[c]ourts have supervisory authority over their records and files and may deny access to those records and files to prevent them from being used for an improper purpose.” *In re Kaiser Aluminum Corp.*, 327 B.R. 554, 560 (D. Del. 2005); see *In re A C & S Inc.*, 775 F. App’x 78, 79 (3d Cir. 2019) (mem.) (“[E]very court has supervisory power over its own records and files, and access has been denied where court files might have become a vehicle for improper purposes.” (internal quotations omitted) (quoting *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978))). “When the requirements of Rule 9018 are satisfied, the authority to issue the resulting order is broad—‘any order which justice requires.’” *In re Global Crossing Ltd*, 295 B.R. 720, 724 (Bankr. S.D.N.Y. 2003) (quoting Fed. R. Bankr. P. 9018). Such court “authority goes not just to the protection of confidential documents, but to other confidentiality restrictions that are warranted in the interests of justice.” *Id.*

13. Commercial information is “information which would result in an unfair advantage to competitors by providing them information as to [an entity’s] commercial operations.” *Honeywell*, 585 B.R. at 733 n.24 (quoting *In re Alterra Healthcare Corp.*, 353 B.R. 66, 75 (Bankr. D. Del. 2006)); *Altegrity*, 2015 WL 10963572, at *3; see also *Global Crossing*, 295 B.R. at 725 (holding that “[t]he whole point of [Bankruptcy Rule 9018] is to “protect business entities from disclosure of information that could reasonably be expected to cause the entity commercial injury”). Commercial information need not rise to the level of a trade secret to be protected under section 107(b) of the Bankruptcy Code; it need only be “confidential” and “commercial” in nature. See *Orion Pictures*, 21 F.3d at 27–28; *Altegrity*, 2015 WL 10963572, at *3. Rather, “commercial information” may be sealed when a bankruptcy court “reasonably determine[s]” that allowing such disclosure would have a “chilling effect on negotiations, ultimately affecting the viability of the Debtors.” *In re Lomas Fin. Corp.*, 1991 WL 21231, at *2 (S.D.N.Y. Feb. 11, 1991).

14. The disclosure of the terms of the Tranche A Lender Fee Letter would cause confidential commercial information to be revealed, thereby exposing the Debtors and the Senior DIP Secured Parties to substantial harm, create an unfair advantage for competitors, and violate the Debtors' agreement with the Initial Tranche A Lender to keep the terms of the Tranche A Lender Fee Letter confidential. Indeed, the Tranche A Lender Fee Letter reflects detailed proprietary commercial information describing fees to be paid in connection with the DIP Facilities, which information is customarily considered by the Senior DIP Secured Parties in particular, as well as in the financial services industry in general, to be highly sensitive and confidential commercial information not typically disclosed to the public or competing financial institutions. Such a broad publication of confidential commercial information contained in the Tranche A Lender Fee Letter would be inappropriate and materially harmful to the businesses of the Senior DIP Secured Parties.

15. The DIP Motion discloses the aggregate amount of fees to be paid to the Senior DIP Lenders, but given the highly competitive nature of the investment banking and lending industries, it is of the utmost importance that the details of the fee structures set forth in the Tranche A Lender Fee Letter be kept confidential so that competitors cannot use the commercial information contained therein to gain a strategic advantage in the marketplace. The Debtors submit that parties in interest will not be materially prejudiced by the relief sought herein because the unredacted Tranche A Lender Fee Letter will be reviewed by the Court, the U.S. Trustee, counsel to any statutory committee appointed in these chapter 11 cases, and any party ordered by the Court. Further, any party-in-interest can request that the Debtors and the Initial Tranche A Lender permit them to review the Tranche A Lender Fee Letter.

16. Courts in this jurisdiction have previously determined that certain documents entered into in connection with postpetition financing, such as fee or expense letters, qualify as “confidential commercial information” within the meaning of section 107(b) of the Bankruptcy Code and have authorized the filing of such documents under seal. *See, e.g., In re Vyaire Med., Inc.*, No. 24-11217 (BLS) (Bankr. D. Del. July 9, 2024); *In re Lannett Co.*, No. 23-10559 (JKS) (Bankr. D. Del. June 9, 2023) (granting the debtors’ motion to file a fee letter under seal); *In re Extraction Oil & Gas Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. June 14, 2020) (same); *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 2, 2019) (same); *In re CTI Foods, LLC*, No. 19-10497 (CSS) (Bankr. D. Del. Mar. 12, 2019) (same).

17. The Debtors therefore submit that good cause exists to authorize the Debtors to file the Tranche A Lender Fee Letter under seal because of the harm that would ensue if the sensitive and confidential commercial information contained in the Tranche A Lender Fee Letter became public information.

Compliance with Local Rule 9018-1(d)

18. Pursuant to Local Rule 9018-1(d)(iii), the undersigned proposed counsel have conferred with the Initial Tranche A Lender in good faith and reached an agreement concerning what information contained in the Tranche A Fee Letter must remain sealed.

Notice

19. The Debtors will provide notice of this motion to: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney’s Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the United States Department of Justice; (h) Mayer Brown LLP, as counsel to the DIP Agent; (i) Davis Polk & Wardwell LLP, as counsel

to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent; (j) Young Conaway Stargatt & Taylor, LLP, as counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent; (k) Akin Gump Strauss Hauer & Feld LLP, 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. In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

20. No prior request for the relief sought in this motion has been made to this Court or any other court.

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

Dated: June 12, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

PACHULSKI STANG ZIEHL & JONES LLP

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

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

**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> , ¹)	
Debtors.	)	(Jointly Administered)
)	

Hearing Date: July 16, 2025 at 2:00 p.m. (ET)
Objection Deadline: June 26, 2025 at 4:00 p.m. (ET)

**NOTICE OF MOTION OF DEBTORS FOR ENTRY OF AN
ORDER (I) AUTHORIZING THE DEBTORS TO REDACT
AND FILE UNDER SEAL THE TRANCHE A LENDER
FEE LETTER AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on June 12, 2025, the above-captioned debtors and debtors in possession (the “Debtors”) filed the *Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Redact and File Under Seal the Tranche A Lender Fee Letter and (II) Granting Related Relief* (the “Motion to Seal”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). A copy of the Motion to Seal is attached hereto.

PLEASE TAKE FURTHER NOTICE that any response or objection with respect to the relief sought in the Motion to Seal must be filed with the Bankruptcy Court on or before **June 26, 2025 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (a) counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn.: Joshua A. Sussberg, P.C.

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.

(joshua.sussberg@kirkland.com), Nicholas M. Adzima (nicholas.adzima@kirkland.com), and Evan Swager (evan.swager@kirkland.com), and Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, IL 60654, Attn.: Ross M. Kwasteniet, P.C. (ross.kwasteniet@kirkland.com) and Spencer A. Winters, P.C. (spencer.winters@kirkland.com), and (ii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801, Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), and Edward A. Corma (ecorma@pszjlaw.com); and (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn.: Joseph J. McMahon, Jr. (Joseph.McMahon@usdoj.gov) and Jane M. Leamy (Jane.M.Leamy@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION TO SEAL WITHOUT FURTHER NOTICE OR HEARING.

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PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE MOTION TO SEAL WILL BE HELD ON **JULY 16, 2025 AT 2:00 P.M. (PREVAILING EASTERN TIME) BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.**

Dated: June 12, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

PACHULSKI STANG ZIEHL & JONES LLP

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

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

Exhibit A

Proposed Order

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

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

**ORDER (I) AUTHORIZING
THE DEBTORS TO REDACT AND FILE UNDER SEAL THE
TRANCHE A LENDER FEE LETTER AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to redact and file the Confidential Information set forth in the Tranche A Lender Fee Letter; (b) directing that the Confidential Information shall remain under seal and confidential and not be made available to anyone, without the prior written consent of the Debtors and the Initial Tranche A Lender except to (i) the Court, (ii) the U.S. Trustee, (iii) counsel to any statutory committee appointed in these chapter 11 cases, and (iv) any other party as may be ordered by the Court or agreed to by the Debtors and the Initial Tranche A Lender, under appropriate confidentiality agreements reasonably satisfactory to the Debtors that preserve the confidentiality of the Confidential Information (and any information derived therefrom); and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended*

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.

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

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 Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and the Court having reviewed the Motion and having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to file the Confidential Information under seal. The Confidential Information shall remain confidential and shall not be made available to anyone, other than as provided in paragraph 3 of this Order, without prior written consent of the Debtors and the Initial Tranche A Lender or further order of the Court.
3. The Debtors are authorized to cause the Confidential Information to be served on and made available, on a confidential basis, to: (a) the Court, (b) the U.S. Trustee, (c) counsel to any statutory committee appointed in these chapter 11 cases (on a confidential and professional eyes only basis), and (d) any other party as may be ordered by the Court or agreed to by the Debtors and the Initial Tranche A Lender, pursuant to appropriate confidentiality agreements satisfactory

to the Debtors that preserve the confidentiality of the Confidential Information (and any information derived therefrom).

4. The Debtors and any party authorized to receive the Confidential Information pursuant to this Order shall, subject to Local Rule 9018-1(d) and without further order of the Court: (a) redact specific references to the information set forth therein from pleadings filed on the public docket maintained in these chapter 11 cases and (b) not use or refer to the information contained in the Confidential Information in any hearing unless appropriate safeguards have been put in place to protect the confidentiality of the information.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

6. This Order is without prejudice to the rights of any party in interest to seek to unseal and make public any portion of the material filed under seal.

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

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