

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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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 Nos. 21, 24, 103

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**CERTIFICATION OF COUNSEL REGARDING FINAL ORDER  
ON MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL  
ORDERS (I) AUTHORIZING THE DEBTORS TO CONTINUE PERFORMING  
UNDER THE FACTORING PROGRAM AND (II) GRANTING RELATED RELIEF**

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

1. On June 11, 2025, the Debtors filed the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Continue Performing Under the Factoring Program and (II) Granting Related Relief* (the “Motion”) [Docket No. 21].<sup>2</sup>
2. On June 12, 2025, the Court held an interim hearing on the Motion.
3. On June 12, 2025, the Court entered the *Interim Order (I) Authorizing Debtors to Continue Performing Under the Factoring Program and (II) Granting Related Relief* (the “Interim Order”) [Docket No. 103].
4. On June 13, 2025, the Debtors filed the *Notice of Entry of Interim Order and Final Hearing Regarding Motion of Debtors for Entry of Interim and Final Orders*

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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> The Motion was filed under seal. The Debtors also filed a redacted version of the Motion [Docket No. 24].



*(I) Authorizing the Debtors to Continue Performing Under the Factoring Program and  
(II) Granting Related Relief* [Docket No. 138].

5. Objections to entry of a final order granting the relief requested in the Motion were due no later than **July 9, 2025 at 4:00 p.m. (prevailing Eastern Time)**.

6. The Debtors received informal comments from the Official Committee of Unsecured Creditors (the “Committee”) and the Ad Hoc Group of Senior Lenders (the “Ad Hoc Group”) with respect to the form of final order on the Motion. Attached hereto as **Exhibit A** is a form of final order (the “Proposed Final Order”), which incorporates comments from the Committee and the Ad Hoc Group. The Committee, the Office of the United States Trustee, and the Ad Hoc Group do not object to entry of the Proposed Final Order.

7. A redline of the Proposed Final Order is attached hereto as **Exhibit B**, showing changes from the proposed final order that was attached to the Motion.

8. The Debtors respectfully request entry of the Proposed Final Order at the Court’s convenience.

*[Remainder of Page Intentionally Left Blank]*

Dated: July 16, 2025  
Wilmington, Delaware

*/s/ Laura Davis Jones*

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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**

**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 Nos. 21, 24, 103</b>

## FINAL ORDER (I) AUTHORIZING DEBTORS TO CONTINUE PERFORMING UNDER THE FACTORING PROGRAM AND (II) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”), (a) authorizing the Debtors to continue performing under the Factoring Program and (b) 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 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 this 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 this Court having found that the

<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 have the meanings ascribed to them in the Motion.

Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion 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 Motion and at the Hearing 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 Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to continue performing under the Factoring Program and pay any related prepetition or postpetition amounts or obligations related thereto in the ordinary course of business, including, but not limited to, the Factoring Payables. The Debtors are further authorized, but not directed, to use estate property and to expend estate funds consistent with prepetition practices and in the ordinary course of business in connection therewith; *provided, however*, that payments on account of prepetition obligations related to the Factoring Program shall not exceed \$450 million pursuant to this Final Order without further order of this Court. Notwithstanding anything to the contrary in this Final Order, any existing agreements governing the Factoring Facilities (collectively, the "Factoring Agreements") shall continue to govern the Debtors' postpetition Factoring Program, and all of the provisions of such Factoring Agreements shall remain in full force and effect.

3. The Debtors shall not, through their own actions, make any material modifications to (a) the Factoring Program absent the prior written consent of the Ad Hoc Group of Senior Lenders and the Official Committee of Unsecured Creditors (the "Committee"), and (b) the Mizuho Third-Party Factoring Guarantee absent the prior written consent of Mizuho Bank, Ltd.,

in each case, such consent not to be unreasonably withheld. The Debtors shall provide notice of any material modifications to the Factoring Program or the Mizuho Third-Party Factoring Guarantee to the Committee at the same time that the Debtors seek the prior written consent of the Ad Hoc Group of Senior Lenders (regarding the Factoring Program) or Mizuho Bank, Ltd. (regarding the Mizuho Third-Party Factoring Guarantee).

4. The Debtors are authorized to sell the Receivables in the ordinary course of business pursuant to the Factoring Agreements free and clear of any lien, claim, or interest in such property.

5. As good-faith purchasers, the Factors are entitled to the protections of section 363(m) of the Bankruptcy Code to the extent of their purchases of Receivables authorized by this Final Order.

6. Notwithstanding anything to the contrary in this Final Order, nothing in this Final Order shall impair the rights of any Factor under any applicable Factoring Agreement, including the right of any Factor to cease providing services under the applicable Factoring Agreement.

7. In accordance with this Final Order, each of the financial institutions at which the Debtors maintain accounts relating to the payment of the obligations described in the Motion is authorized to receive, process, honor, and pay any and all checks or electronic funds transfers, whether before or after the Petition Date, for the payment of obligations authorized by this Final Order.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented

for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

9. The Debtors shall provide the U.S. Trustee and, on a professional-eyes-only basis, counsel to the Ad Hoc Group of Senior Lenders and counsel to the Committee with a schedule of payments made pursuant to this Final Order on a monthly basis following entry of this Final Order, which schedule shall reflect, (i) for each of the Third-Party Factoring Facilities, (a) beginning and ending balances *plus* the applicable activity bridging the beginning and ending balances, (b) the applicable facility cap, and (c) any available balance not used, and (ii) for each of the Customer Acceleration Arrangements, the total amount of invoices paid to the Debtors under such programs. The Debtors shall provide the U.S. Trustee and, on a professional-eyes-only basis, counsel to the Ad Hoc Group of Senior Lenders and counsel to the Committee a copy of such schedule for the prior month within fourteen (14) business days of the prior month end beginning upon entry of this Final Order.

10. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority,



enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

11. Notwithstanding the relief granted in this Final Order, all authorizations herein and all payments and actions pursuant hereto shall be subject to the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 109] and any final order of the Court approving the debtor-in-possession financing in these chapter 11 cases (collectively, the “DIP Orders”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders or the DIP Documents (as defined in the DIP Orders). To the extent there is any inconsistency between the terms of the DIP Orders or the DIP Documents and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Orders or the DIP Documents, as applicable, shall control.

12. The relief granted herein shall not apply to any Factoring Facilities provided by Mizuho Bank, Ltd. and/or its affiliates.

13. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored

as a consequence of these chapter 11 cases with respect to prepetition amounts authorized to be paid pursuant to this Final Order.

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

15. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

**Exhibit B**

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

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In re:

MARELLI AUTOMOTIVE LIGHTING USA LLC,  
*et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
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) Case No. 25-11034 (~~—~~CTG)  
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) (Jointly Administered ~~Requested~~)  
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) **Re: Docket ~~No~~Nos. —21, 24, 103**

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**FINAL ORDER (I) AUTHORIZING DEBTORS TO CONTINUE PERFORMING  
UNDER THE FACTORING PROGRAM AND (II) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”), (a) authorizing the Debtors to continue performing under the Factoring Program and (b) 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 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 this 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 this Court

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

having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion 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 Motion and at the Hearing 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 Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to continue performing under the Factoring Program and pay any related prepetition or postpetition amounts or obligations related thereto in the ordinary course of business, including, but not limited to, the Factoring Payables. The Debtors are further authorized, but not directed, to use estate property and to expend estate funds consistent with prepetition practices and in the ordinary course of business in connection therewith; *provided, however*, that payments on account of prepetition obligations related to the Factoring Program shall not exceed \$450 million pursuant to this Final Order without further order of this Court. Notwithstanding anything to the contrary in this Final Order, ~~the~~ any existing agreements governing the Factoring Facilities (collectively, the "Factoring Agreements") shall continue to govern the Debtors' postpetition Factoring Program, and all of the provisions of such Factoring Agreements shall remain in full force and effect.

3. The Debtors shall not, through their own actions, make any material modifications to (a) the Factoring Program absent the prior written consent of the Ad Hoc Group of Senior Lenders and the Official Committee of Unsecured Creditors (the "Committee"), and (b) the Mizuho Third-Party Factoring Guarantee absent the prior written consent of Mizuho

Bank, Ltd., in each case, such consent not to be unreasonably withheld. The Debtors shall provide notice of any material modifications to the Factoring Program or the Mizuho Third-Party Factoring Guarantee to the Committee at the same time that the Debtors seek the prior written consent of the Ad Hoc Group of Senior Lenders (regarding the Factoring Program) or Mizuho Bank, Ltd. (regarding the Mizuho Third-Party Factoring Guarantee).

4. The Debtors are authorized to sell the Receivables in the ordinary course of business pursuant to the Factoring Agreements free and clear of any lien, claim, or interest in such property.

5. As good-faith purchasers, the Factors are entitled to the protections of section 363(m) of the Bankruptcy Code ~~in connection with their performance under the Factoring Program during these chapter 11 cases~~ to the extent of their purchases of Receivables authorized by this Final Order.

6. Notwithstanding anything to the contrary in this Final Order, nothing in this ~~Interim~~Final Order shall impair the rights of any Factor under any applicable Factoring Agreement, including the right of any Factor to cease providing services under the applicable Factoring Agreement.

7. In accordance with this Final Order ~~and any other order of this Court~~, each of the financial institutions at which the Debtors maintain accounts relating to the payment of the obligations described in the Motion is authorized to receive, process, honor, and pay any and all checks or electronic funds transfers, whether before or after the Petition Date, for the payment of obligations ~~described in the Motion~~ authorized by this Final Order.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

9. The Debtors shall provide the U.S. Trustee and, on a professional-eyes-only basis, counsel to the Ad Hoc Group of Senior Lenders and counsel to the Committee with a schedule of payments made pursuant to this Final Order on a monthly basis following entry of this Final Order, which schedule shall reflect, (i) for each of the Third-Party Factoring Facilities, (a) beginning and ending balances *plus* the applicable activity bridging the beginning and ending balances, (b) the applicable facility cap, and (c) any available balance not used, and (ii) for each of the Customer Acceleration Arrangements, the total amount of invoices paid to the Debtors under such programs. The Debtors shall provide the U.S. Trustee and, on a professional-eyes-only basis, counsel to the Ad Hoc Group of Senior Lenders and counsel to the Committee a copy of such schedule for the prior month ~~to counsel for the Ad Hoc Group of Senior Lenders~~ within fourteen (14) business days of the prior month end beginning upon entry of this Final Order.

10. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative

expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

11. Notwithstanding the relief granted in this Final Order, all authorizations herein and all payments and actions pursuant hereto shall be subject to the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 109] and any final order of the Court approving the debtor-in-possession financing in these chapter 11 cases (collectively, the "DIP Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders or the DIP Documents (as defined in the DIP Orders). To the extent there is any inconsistency between the terms of the DIP Orders or the DIP Documents and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Orders or the DIP Documents, as applicable, shall control.

12. ~~11.~~ The relief granted herein shall not apply to any Factoring Facilities provided by Mizuho Bank, Ltd. and/or its affiliates.



13. ~~12.~~ The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts ~~owed in connection with the relief granted herein~~ authorized to be paid pursuant to this Final Order.

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

15. ~~14.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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