

**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)
)
)

**CERTIFICATION OF
COUNSEL REGARDING JOINT
STIPULATION BY AND AMONG THE DEBTORS AND
JORDON PHALO GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY**

1. On June 11, 2025, the above-captioned debtors and debtors in possession (the “Debtors”) filed voluntary petitions for relief under title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “Court”).²

2. On October 17, 2025, Jordon Phalo filed the *Motion of Jordon Phalo for Relief from the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code* [Docket No. 1089] (the “Motion”) with the Court.

3. After good-faith, arm’s-length negotiation, the parties agreed to the terms of the *Stipulation by and Among the Debtors and Jordon Phalo Granting Limited Relief from the Automatic Stay* (the “Stipulation”) in order to resolve the Motion.

4. The Stipulation fully and finally resolves the Motion.

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 defined herein shall have the meanings ascribed to them in the *Declaration of David Slump, Chief Executive Officer of Marelli Automotive Lighting USA LLC, in Support of First Day Motions* [Docket No. 20].



5. The undersigned further certifies that attached hereto as **Exhibit A** is a proposed order (the “Order”) approving the Stipulation, which is attached as Exhibit 1 to the Order. The Stipulation, by its terms, is not effective until entry of the Order.

6. The Debtors provided the Office of the United States Trustee for the District of Delaware, counsel to the official committee of unsecured creditors, and counsel to the Ad Hoc Group of Senior Lenders with an opportunity to review the Stipulation and Order, and each of the foregoing parties does not object to the Stipulation and the Order.

7. The Debtors respectfully request entry of the Order authorizing the Stipulation.

Dated: October 27, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

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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)
	)	
	)	

**ORDER APPROVING THE
JOINT STIPULATION BY AND AMONG THE DEBTORS AND
JORDON PHALO GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY**

Upon consideration of the filed *Certification of Counsel Regarding Joint Stipulation by and Among the Debtors and Jordon Phalo Granting Limited Relief from the Automatic Stay* (the “Certification of Counsel”) and of the *Joint Stipulation by and Among the Debtors and Jordon Phalo Granting Limited Relief from the Automatic Stay* (the “Stipulation”),² by and between the above-captioned debtors and debtors in possession (collectively, the “Debtors”) and Jordon Phalo (the “Litigation Plaintiff” and, together with the Debtors, the “Parties”), attached to this order (this “Order”) as **Exhibit 1**; and the district court having jurisdiction under 28 U.S.C. § 1334, which was referred to this 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 it 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 Stipulation in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409;

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 Stipulation.

and this Court having reviewed the Stipulation; and this Court having determined that the legal and factual bases set forth in the Stipulation 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 Stipulation is approved in its entirety.
2. The Stipulation shall be effective immediately upon entry of this Order.
3. The Parties are authorized to take all actions necessary to effectuate the relief granted in this Order and to consummate and implement the terms and provisions of the Stipulation.
4. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order and the Stipulation.

Exhibit 1

Stipulation

**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)

**JOINT STIPULATION BY AND AMONG THE DEBTORS AND
JORDON PHALO GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY**

This joint stipulation (“Stipulation”) is made and entered into by and among (a) debtor Marelli Automotive Lighting USA LLC, and the other debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”)² and (b) Jordon Phalo (the “Litigation Plaintiff” and, together with the Debtors, the “Parties”). The Parties hereby stipulate and agree as follows:

RECITALS

WHEREAS, on June 11, 2025 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtors’ chapter 11 cases are being jointly administered for procedural purposes. The Debtors

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*, [Docket No. 20] (the "Slump Declaration") and the *Declaration of Tony Simion, Managing Director of Alvarez & Marsal North America, LLC, in Support of First Day Motions* [Docket No. 19] (the "Simion Declaration", and together with the Slump Declaration, the "First Day Declarations"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declarations.

are managing their businesses and their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Litigation Plaintiff filed a district court action in the United States District Court for the Southern District of Mississippi, Northern Division, against Debtor Marelli North America, Inc., alleging, among other things, various personal injury claims (the “Claims”), docketed as Case No. 25-cv-115 (the “District Court Action”);

WHEREAS, on August 11, 2025, the Litigation Plaintiff filed the *Motion of Jordon Phalo for Relief from the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code* [Docket No. 1089] seeking to prosecute the District Court Action and pursue recovery against the Debtors, their estates and/or any applicable insurance covering the Claims; and

WHEREAS, the Parties have agreed that proceeds of any judgment, settlement, or award obtained in connection with the Claims may be collected from insurance only and not directly or indirectly from any of the Debtors or their estates.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS STIPULATION, IT IS SO ORDERED AS FOLLOWS:

1. The above recitals are incorporated by reference into this Stipulation with the same force and effect as if fully set forth hereinafter.

2. The automatic stay imposed by section 362 of the Bankruptcy Code is hereby modified solely with respect to the District Court Action to the limited extent necessary to enable: (a) the District Court Action to proceed to judgment in all respects; and (b) solely with respect to the Debtors named in the District Court Action, if any, the Litigation Plaintiff to recover, collect, and enforce any final judgment, settlement, or award, if any, solely against any insurance coverage of the Debtors, if available. For the avoidance of doubt, the Litigation

Plaintiff shall not be entitled to recover any judgment, settlement, or award he may obtain in the District Court Action or otherwise from the Debtors or their estates, successors, or assigns (including any successor entity or entities of the Debtors pursuant to any chapter 11 plan confirmed in these chapter 11 cases).

3. The Debtors shall not be required to satisfy, and the Litigation Plaintiff shall not seek to compel payment by the Debtors, directly or indirectly, of, any applicable deductibles, self-insured retentions, or other charges or expenses that are or may be required under any applicable insurance policies.

4. The Litigation Plaintiff shall not (a) be entitled to, and hereby waives, any rights, claims, or causes of action against any Debtor entity, including, but not limited to any right to a claim against any Debtor entity for any amount or portion of any judgment or approved settlement or (b) seek any recovery from the Debtors or their estates, successors, or assigns (including any successor entity or entities of the Debtors pursuant to any chapter 11 plan confirmed in these chapter 11 cases) for any amounts that may be awarded to the Litigation Plaintiff in the District Court Action.

5. The Debtors have not made any warranties as to the likelihood or possibility of recovery against the Debtors' insurers.

6. Any judgment(s) or award(s) obtained by the Litigation Plaintiff in the District Court Action shall not be asserted as a claim in these chapter 11 cases.

7. Except as otherwise expressly set forth herein, the automatic stay shall remain in full force and effect with respect to the Debtors and their estates.

8. For the avoidance of doubt, nothing in the Stipulation shall: (a) alter, amend, or otherwise modify the terms and conditions of any Debtor insurance policy; (b) terminate, expand, or contract any coverage that may be available under any Debtor insurance policy; or

(c) preclude or limit the right of the insurer to contest and/or litigate the existence, primacy, and/or scope of available coverage under any Debtor insurance policy or to assert any defenses to coverage under the insurance policy, as applicable.

9. By entering into this Stipulation, the Parties are not waiving, and will not be deemed to have waived, any available rights, counterclaims, or defenses, including at law, equity, or otherwise with respect to the District Court Action, except as otherwise expressly set forth herein.

10. Neither this Stipulation nor any negotiations and writings in connection with this Stipulation will in any way be construed as or deemed to: (a) be evidence of or an admission on behalf of any Party regarding the validity of any claim or right that such Party may have against the other Party; (b) impair, prejudice, waive or otherwise affect the rights of the Debtors or their estates to dispute the amount of, basis for, nature, validity or priority of any claim against the Debtors; (c) impair, prejudice, waive or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action which may exist against any third party; (d) be construed as an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between any Debtor and any third party under section 365 of the Bankruptcy Code; or (e) create any rights in favor of, or enhance the status or nature of any claim held by, any person.

11. Each of the Parties to this Stipulation represents and warrants it is duly authorized to enter into and be bound by this Stipulation.

12. This Stipulation was the product of arms'-length, good-faith negotiations between the Parties and any rule of construction requiring that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Stipulation.

13. While the Parties may incur costs, fees (including attorneys' fees), expenses, or charges associated with entering into and performing under this Stipulation, the Parties and their respective counsel agree they shall not seek to recover any such fees and/or costs from the other Parties. Neither this Stipulation nor any terms contained herein shall be offered in evidence in any legal proceeding or administrative proceeding among or between the Parties, other than as may be necessary: (a) to obtain approval of and/or to enforce this Stipulation or (b) to prove that the automatic stay has been modified for the limited purpose described herein in accordance with the terms of this Stipulation.

14. This Stipulation shall not be modified, altered, amended, or vacated without written consent of the Parties hereto and prior written notice to the official committee of unsecured creditors, the Ad Hoc Group of Senior Lenders, and the Office of the United States Trustee for the District of Delaware. Any such modification, alteration, amendment, or vacation, in whole or in part, shall be subject to the approval of the Bankruptcy Court.

15. This Stipulation constitutes the entire agreement among the Parties with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation.

16. This Stipulation is subject to the approval of the Court and shall only be effective upon entry of a Court order approving this Stipulation (the "Order"). The Parties hereby consent to the entry of the Order and waive any right to notice or hearing on the approval of the Stipulation.

17. The Court retains jurisdiction with respect to any disputes arising from or other actions to interpret, administer, or enforce the terms and provisions of this Stipulation.

STIPULATED AND AGREED TO THIS 27th DAY OF OCTOBER 2025:

Dated: October 27, 2025

Wilmington, Delaware

/s/ Laura Davis Jones

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