Docket #3026 Date Filed: 11/16/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)

CERTIFICATION OF COUNSEL
REGARDING JOINT STIPULATION BY AND AMONG
THE DEBTORS AND HARLEY-DAVIDSON MOTOR COMPANY, INC.
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. After good-faith, arm's-length negotiation, the parties agreed to the terms of the *Stipulation by and Among the Debtors and Harley-Davidson Motor Company, Inc. Granting Limited Relief from the Automatic Stay* (the "Stipulation").

[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.

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3. 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.

4. The Debtors provided the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), counsel to the Official Committee of Unsecured Creditors (the "Committee"), 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.

5. The Debtors will provide notice of this certification to: (a) the U.S. Trustee; (b) Paul Hastings LLP and Morris James LLP, as co-counsel to the Committee; (c) the office of the attorney general for each of the states in which the Debtors operate; (d) the 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 and Cole Schotz P.C., as counsel to the Ad Hoc Group of Senior Lenders; (l) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Sponsors; (m) Quarles & Brady LLP and Sullivan Nimeroff Brown Hill LLC, as co-counsel to Harley-Davidson Motor Company, Inc.; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

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

Dated: November 16, 2026
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, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)

ORDER APPROVING THE
JOINT STIPULATION BY AND AMONG
THE DEBTORS AND HARLEY-DAVIDSON MOTOR COMPANY, INC.
GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY

Upon consideration of the filed *Certification of Counsel Regarding Joint Stipulation by and Among the Debtors and Harley-Davidson Motor Company, Inc. Granting Limited Relief from the Automatic Stay* (the "Certification of Counsel") and of the *Joint Stipulation by and Among the Debtors and Harley-Davidson Motor Company, Inc. 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 Harley-Davidson Motor Company, Inc. (the "Indemnified Defendant" 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

[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.

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; and this Court having found that the Debtors' notice of the Stipulation was appropriate and no other notice need be provided; 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:	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)

JOINT STIPULATION BY AND AMONG
THE DEBTORS AND HARLEY-DAVIDSON MOTOR COMPANY, INC.
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) Harley-Davidson Motor Company, Inc. (the "Indemnified Defendant" 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

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[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 Indemnified Defendant is a defendant to a lawsuit in the Civil District Court for the Parish of Orleans in the State of Louisiana alleging, among other things, various products liability claims (the "Claims"), docketed as Case No. 22-08097 (the "State Court Action");

WHEREAS, in November 2022, the Indemnified Defendant tendered its defense and pursued indemnification from the Debtors' insurers on the basis that the Indemnified Defendant is an additional insured under Debtors' policy for the claims made against the Indemnified Defendant in the State Court Action; and

WHEREAS, the Parties have agreed that the Indemnified Defendant is an additional insured party under the insurance policy issued to the Debtors by ACE Property and Casualty Insurance Company ("ACE") and any indemnification payment may be collected from such insurance only and not directly or indirectly from any of the Debtors or their estates (the "Insurance Payment").

WHEREAS, the Indemnified Defendant has agreed to pay any and all costs, including and without limitation any applicable deductibles, self-insured retentions, or other charges or expenses that are or may be required under the ACE insurance policies to access the Insurance Payment from ACE (the "Deductible").

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 State Court Action and the insurance available to Indemnified Defendant under the Debtors' ACE insurance policy to the limited extent necessary to enable the Indemnified Defendant to recover, collect, enforce, and seek reimbursement of indemnified defense fees and costs, any final judgment, settlement, or award, if any, solely against any insurance coverage of the Debtors, if available. For the avoidance of doubt, the Indemnified Defendant shall not be entitled to recover reimbursement of any judgment, settlement, or award related to the State Court Action or the Deductible 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 Indemnified Defendant shall pay the Deductible and not seek to compel payment by the Debtors, directly or indirectly, of the same.

4. The Indemnified Defendant shall not (a) be entitled to, and hereby waives, any rights, claims, or causes of action against any Debtor entity relating to the State Court Action or the Deductible, 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 in the State Court Action 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 (i) any amounts that may be awarded to the Indemnified Defendant in the State Court Action or (ii) the Deductible. For the avoidance of doubt, such release shall not affect the Indemnified Defendant's rights to insurance under the Debtors' ACE insurance policy or any excess or umbrella policy or the insurers obligations under the same. For the further avoidance of doubt, such release shall not operate as a release of the Indemnified Defendant's rights, claims, or causes of action against 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 claims that are unrelated to the State Court Action or the Deductible. The Indemnified Defendant's right to assert its rights, claims, and causes of action for claims unrelated to the State Court Action or the Deductible, including the filing of one or more proofs of claim in the Debtors' chapter 11 cases, are preserved.

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 Indemnified Defendant in the State 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 State 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 arm's-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 16th DAY OF NOVEMBER, 2026:

Dated: November 16, 2026

Wilmington, Delaware

/s/ Laura Davis Jones

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