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)
	)	**Hearing Date: September 8, 2026 at 1:00 p.m. (ET)**
	)	**Obj Deadline: September 1, 2026 at 4:00 p.m. (ET)**

DEBTORS' MOTION FOR ENTRY OF AN ORDER APPROVING (I) THE ADEQUACY OF THE DISCLOSURE STATEMENT, (II) THE SOLICITATION AND VOTING PROCEDURES, (III) THE FORM OF BALLOT AND NOTICES IN CONNECTION THEREWITH, AND (IV) CERTAIN DATES WITH RESPECT THERETO

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"), granting the following relief:

   a. ***Adequacy of the Disclosure Statement***. Approving the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the*

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims, noticing, and solicitation 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, the Disclosure Statement, or the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Plan").

Bankruptcy Code (the "Disclosure Statement"), filed contemporaneously herewith, as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code;

b. ***Solicitation and Voting Procedures***. Approving procedures for (i) soliciting, receiving, and tabulating votes to accept or reject the Plan, (ii) voting to accept or reject the Plan, and (iii) filing objections to confirmation of the Plan (the "Solicitation and Voting Procedures"), substantially in the form attached to the Order as Exhibit 1;

c. ***Notices of Non-Voting Status***. Approving: (i) the form of notice to (a) Holders of Claims that are Unimpaired under the Plan and who are, pursuant to section 1126(f) of the Bankruptcy Code, conclusively presumed to accept the Plan; (b) Holders of Claims or Interests that are Impaired under the Plan and who are, pursuant to section 1126(g) of the Bankruptcy Code, conclusively deemed to reject the Plan; (c) Holders of Claims or Interests that are subject to a pending objection by the Debtors and who are not entitled to vote the disputed portion of such Claims or Interests (the "Notices of Non-Voting Status") and (ii) applicable opt-in forms (the "Opt In Forms," collectively, the "Notices of Non-Voting Status and Opt In Forms"), substantially in the form attached to the Order as Exhibit 2A, Exhibit 2B, and Exhibit 2C;

d. ***Ballot***. Approving the ballot that the Debtors will send to Holders of Claims entitled to vote to accept or reject the Plan, substantially in the form attached to the Order as Exhibit 3 (the "Ballot");

e. ***Cover Letter***. Approving the form of letter (the "Cover Letter") that the Debtors will send to Holders of Claims entitled to vote to accept or reject the Plan recommending that such parties vote in favor of the Plan, substantially in the form attached to the Order as Exhibit 4;

f. ***Confirmation Hearing Notice***. Approving the form and manner of notice (the "Confirmation Hearing Notice") of the Confirmation Hearing and the procedures for objecting thereto, substantially in the form attached to the Order as Exhibit 5;

g. ***Plan Supplement Notice***. Approving the notice related to the filing of the Plan Supplement, substantially in the form attached to the Order as Exhibit 6 (the "Plan Supplement Notice");

h. ***Rejection Notice***. Approving the form of notice to counterparties to Executory Contracts and Unexpired Leases that will be rejected by the Debtors (the "Rejection Notice"), substantially in the form attached to the Order as Exhibit 7;

i. ***Solicitation Packages***. Finding that the solicitation materials and documents included in the solicitation packages (the "Solicitation Packages") that will be sent to Holders of Claims entitled to vote to accept or reject the Plan comply with rules 2002(b) and 3017(d) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); and

j. ***Confirmation Timeline***. Establishing the following dates and deadlines with respect to Confirmation of the Plan, subject to modification as necessary (the "Confirmation Timeline"):

Event	Date	Description
Voting Record Date	September 1, 2026	The date to determine which Holders of Claims are entitled to vote to accept or reject the Plan (the "Voting Record Date").
Solicitation Mailing Deadline	September 11, 2026	The deadline by which the Debtors must distribute the (i) Solicitation Packages, including the Ballot, to Holders of Claims entitled to vote to accept or reject the Plan and (ii) Notice of Non-Voting Status and Opt In Form (the "Solicitation Mailing Deadline").
Publication Deadline	September 11, 2026	The date by which the Debtors will submit the Confirmation Hearing Notice in a format modified for publication (such notice, the "Publication Notice," and such date, the "Publication Deadline").
Plan Supplement Filing Deadline	October 2, 2026	The date by which the Debtors shall file the Plan Supplement (the "Plan Supplement Filing Deadline").
Voting Deadline	October 9, 2026, at 4:00 p.m., prevailing Eastern Time	The deadline by which all Ballots and Opt In Forms must be properly executed, completed, and submitted so that they are **actually received** by Kurtzman Carson Consultants LLC dba Verita Global (the "Claims, Noticing, and Solicitation Agent").
Plan Objection Deadline	October 9, 2026, at 4:00 p.m., prevailing Eastern Time	The deadline by which parties in interest may file objections to Confirmation of the Plan (the "Plan Objection Deadline").
Deadline to File Voting Report	October 13, 2026	The date by which the report tabulating the voting on the Plan (the "Voting Report") shall be filed with the Court.
Confirmation Brief and Plan Objection Reply Deadline	October 13, 2026	The deadline by which the Debtors shall file their brief in support of Confirmation of the Plan and reply to objections to Confirmation of the Plan.

Event	Date	Description
Confirmation Hearing Date	October 16, 2026, at [●], prevailing Eastern Time, or such other date as may be scheduled by the Court	The date of the Confirmation Hearing (the "Confirmation Hearing Date").

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (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 in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105, 502, 1125, 1126, and 1128 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 3001, 3016, 3017, 3018, 3020, and 9006 of the Bankruptcy Rules, and Local Rules 2002-1, 3017-1, 3017-2, and 9006-1.

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. On June 12, 2025, the Court entered an order [Docket No. 102] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. On June 25, 2025, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors [Docket No. 184] (the "Committee").[3] On January 15, 2026, a fee examiner was appointed in these in these chapter 11 cases [Docket No. 1515].

Summary of the Plan

7. The Plan classifies Holders of Claims and Interests into the following Classes of Claims or Interest for all purposes, including with respect to voting and distributions under the Plan:

[3] On July 2, 2025, the U.S. Trustee filed the *Amended Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 230]. On September 10, 2025, the U.S. Trustee filed the *Second Amended Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 922]. On March 5, 2026, the U.S. Trustee filed the *Third Amended Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 1780].

Class	Claim/Interest	Treatment of Claim/ Interest[4]	Status	Voting Rights
1	Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees, to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim shall receive, at the election of the Debtors or Reorganized Debtors with the consent of the Required Plan Sponsors (not to be unreasonably withheld), as applicable, either: (i) payment in full in Cash of the unpaid portion of its Other Secured Claim on the Effective Date or as soon as reasonably practicable thereafter (or if payment is not then due, shall be paid in accordance with its terms); (ii) Reinstatement; or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall receive treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	Emergency Loan Claims	Except to the extent that a Holder of an Allowed Emergency Loan Claim agrees to a less favorable treatment and to the extent not paid prior to the Effective Date, on the Effective Date, each Holder of an Allowed Emergency Loan Claim shall receive, in full and final satisfaction, settlement, release and discharge of and in exchange for each Holder's Allowed Emergency Loan Claim, payment in full in Cash. [5]	Unimpaired	Not Entitled to Vote (Presumed to Accept)

[4] Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the later of the Effective Date and the date such Holder's Claim or Interest becomes an Allowed Claim or Allowed Interest or as soon as reasonably practicable thereafter.

[5] **Note**: The Debtors have requested an amendment to the Restructuring Support Agreement's proposed Plan treatment of the Emergency Loan Claims from the applicable Consenting Lenders.

Additionally, the Debtors are engaged in discussions with their key customers regarding the OEM Accommodation Agreements. The Debtors expect that they will reach an agreement on economic terms of the OEM Accommodation Agreements in advance of the Disclosure Statement Hearing and memorialize such economic terms in OEM Accommodation Agreements prior to the Confirmation Date. To the extent that the concessions obtained from the Debtors' customers are insufficient to support the business plan relied upon in the Debtors' exit financing process, the Debtors may seek further amendments to the terms of the Restructuring Support Agreement.

Class	Claim/Interest	Treatment of Claim/ Interest[4]	Status	Voting Rights
4	Senior Loan Claims	On the Effective Date, except to the extent that a Holder of an Allowed Senior Loan Claim agrees to a less favorable treatment: (i) each Non-Participating Senior Lender shall, on account of such Holder's Allowed Senior Loan Claim, receive Cash in an amount equal to 11.00% of the principal amount of such Holder's Allowed Senior Loan Claim; and (ii) each Participating Senior Lender shall waive any recovery on account of such Holder's Allowed Senior Loan Claim. For the avoidance of doubt, the recovery set forth for this Class 4 shall be the only recovery for Senior Loan Claims and Holders of Senior Loan Claims shall not be entitled to treatment in any other Class, including, for the avoidance of doubt, on account of any purported deficiency claim. [6]	Impaired	Entitled to Vote
5	General Unsecured Claims	Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment, at the option of the Debtors with the consent of the Required Plan Sponsors, each Holder of an Allowed General Unsecured Claim shall either (i) be Reinstated; or (ii) receive other treatment rendering such Allowed General Unsecured Claim as Unimpaired under the Plan.[7]	Unimpaired	Not Entitled to Vote (Presumed to Accept)
6	Intercompany Claims	Each Allowed Intercompany Claim shall be, at the option of the Reorganized Debtors, with the consent of the Required Plan Sponsors, and in a manner consistent with the Restructuring Transactions Memorandum, Reinstated, set off, settled, distributed, contributed, cancelled, or released	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / Not Entitled to Vote

[6] **Note**: The Debtors have requested an amendment to the Restructuring Support Agreement's proposed Plan treatment of the Senior Loan Claims from the applicable Consenting Lenders.

Additionally, the Debtors are engaged in discussions with their key customers regarding the OEM Accommodation Agreements. The Debtors expect that they will reach an agreement on economic terms of the OEM Accommodation Agreements in advance of the Disclosure Statement Hearing and memorialize such economic terms in OEM Accommodation Agreements prior to the Confirmation Date. To the extent that the concessions obtained from the Debtors' customers are insufficient to support the business plan relied upon in the Debtors' exit financing process, the Debtors may seek further amendments to the terms of the Restructuring Support Agreement.

[7] **Note**: The Debtors and the Required Plan Sponsors continue to diligence the General Unsecured Claims. Subject to completion of such diligence efforts, the Debtors may seek to further amend the treatment of General Unsecured Claims in advance of the Disclosure Statement Hearing.

Class	Claim/Interest	Treatment of Claim/ Interest[4]	Status	Voting Rights
		without any distribution on account of such Intercompany Claim, or such other treatment as reasonably determined by the Reorganized Debtors and the Required Plan Sponsors.		(Deemed to Reject)
7	Intercompany Interests	In full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Intercompany Interest, Allowed Intercompany Interests shall, in a manner consistent with the Restructuring Transactions Memorandum, as applicable, be either: (i) Reinstated; or (ii) distributed, contributed, set off, cancelled, and released without any distribution on account of such Claims, or otherwise addressed at the option of the Reorganized Debtors, with the consent of the Required Plan Sponsors (not to be unreasonably withheld).	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / Not Entitled to Vote (Deemed to Reject)
8	Preferred Equity Interests	All Preferred Equity Interests will be cancelled, released, and extinguished and will be of no further force and effect. No Holders of Preferred Equity Interests will receive a distribution under the Plan.	Impaired	Not Entitled to Vote (Deemed to Reject)
9	Common Stock Interests	All Common Stock Interests will be cancelled, released, and extinguished and will be of no further force and effect. No Holders of Common Stock Interests will receive a distribution under the Plan.	Impaired	Not Entitled to Vote (Deemed to Reject)
10	Section 510(b) Claims	On the Effective Date, all Section 510(b) Claims will be cancelled, released, discharged, extinguished, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.	Impaired	Not Entitled to Vote (Deemed to Reject)

8. Based on the foregoing (and as discussed in detail herein), the Debtors are proposing to solicit votes to accept or reject the Plan from Holders of Claims in Class 4 (the "Voting Class"). The Debtors are **not** proposing to solicit votes from Holders of Claims or Interests in Classes 1, 2, 3, 5, 6, 7, 8, 9, or 10 (each, a "Non-Voting Class" and collectively, the "Non-Voting Classes"). Accordingly, Holders of Claims or Interests in the Non-Voting Classes will not receive a Solicitation Package but instead will receive a Notice of Non-Voting

Status and Opt In Form, except for Classes 6 and 7, which will receive neither a Solicitation Package nor a Notice of Non-Voting Status, as discussed below.

9. The Disclosure Statement provides adequate information with respect to the Plan, ensuring that Holders of Claims entitled to vote on the Plan will receive information of a kind and in sufficient detail to make an informed judgment regarding acceptance or rejection of the Plan. The proposed schedule and procedures to confirm and consummate the Plan will move these chapter 11 cases forward in a timely manner, in accordance with the DIP Orders and the Restructuring Support Agreement milestones, while ensuring due process and providing for the procedural safeguards mandated under the Bankruptcy Code, Bankruptcy Rules, and Local Rules. Accordingly, the Debtors respectfully submit the relief requested in this motion should be approved.

Basis for Relief

I. The Court Should Approve the Disclosure Statement.

A. The Disclosure Statement Contains Adequate Information.

10. Pursuant to section 1125 of the Bankruptcy Code, the proponent of a proposed chapter 11 plan must provide "adequate information" regarding that plan to holders of impaired claims and interests entitled to vote on the plan. 11 U.S.C. § 1125. Specifically, section 1125(a)(1) of the Bankruptcy Code provides, in relevant part, as follows:

> [A]dequate information means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1).

11. Courts in several circuits have stated that the primary purpose of a disclosure statement is to provide adequate information such that creditors and interest holders affected by a proposed plan can make an informed decision regarding whether or not to vote for the plan. *See, e.g.*, *Krystal Cadillac-Oldsmobile GMC Truck, Inc. v. Gen. Motors Corp*., 337 F.3d 314, 321–22 (3d Cir. 2003) (providing that a disclosure statement must contain "adequate information to enable a creditor to make an informed judgment about the Plan" (internal quotations omitted)); *Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 100 (3d Cir. 1988) ("[Section] 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote."); *In re Monnier Bros.*, 755 F.2d 1336, 1342 (8th Cir. 1985) ("The primary purpose of a disclosure statement is to give the creditors the information they need to decide whether to accept the plan."); *In re Phx. Petrol. Co.*, 278 B.R. 385, 392 (Bankr. E.D. Pa. 2001) ("[T]he general purpose of the disclosure statement is to provide 'adequate information' to enable 'impaired' classes of creditors and interest holders to make an informed judgment about the proposed plan and determine whether to vote in favor of or against that plan."); *In re A. H. Robins Co., Inc.*, 880 F.2d 694, 696 (4th Cir. 1989) (stating that the disclosure statement must provide "information of a kind, and in sufficient detail . . . that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan"); *In re Unichem Corp.*, 72 B.R. 95, 97 (Bankr. N.D. Ill. 1987) ("The primary purpose of a disclosure statement is to provide all material information which creditors and equity security holders affected by the plan need in order to make an intelligent decision whether to vote for or against the plan."). Congress intended that such informed judgments would be needed to both negotiate the terms of, and vote on, a chapter 11 plan. *See Century Glove*, 860 F.2d at 100.

12. "Adequate information" is a flexible standard, based on the facts and circumstances of each case. 11 U.S.C. § 1125(a)(1) ("'[A]dequate information' means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records . . . ."); *see Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) ("From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case."); *First Am. Bank of N.Y. v. Century Glove, Inc.*, 81 B.R. 274, 279 (D. Del. 1988) (noting that adequacy of disclosure for a particular debtor will be determined based on how much information is available from outside sources); *In re Lisanti Foods, Inc.*, 329 B.R. 491, 507 (D.N.J. 2005) ("The information required will necessarily be governed by the circumstances of the case."); *In re River Vill. Assoc.*, 181 B.R. 795, 804 (E.D. Pa. 1995) ("[T]he Bankruptcy Court is thus given substantial discretion in considering the adequacy of a disclosure statement."); *Phx. Petrol. Co.*, 278 B.R. at 393 (same); S. Rep. No. 95-989, at 121 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 5907 ("The information required will necessarily be governed by the circumstances of the case.").

13. In making a determination as to whether a disclosure statement contains adequate information as required by section 1125 of the Bankruptcy Code, courts typically look for disclosures related to topics such as:

a. the events that led to the filing of a bankruptcy petition;

b. the relationship of the debtor with its affiliates;

c. a description of the available assets and their value;

d. the debtor's anticipated future performance;

e. the source of information stated in the disclosure statement;

f. the debtor's condition while in chapter 11;

g. claims asserted against the debtor;

h. the estimated return to creditors under a chapter 7 liquidation of the debtor;

i. the future management of the debtor;

j. the chapter 11 plan or a summary thereof;

k. financial information, valuations, and projections relevant to a creditor's decision to accept or reject the chapter 11 plan;

l. information relevant to the risks posed to creditors under the plan;

m. the actual or projected realizable value from recovery of preferential or otherwise avoidable transfers;

n. litigation likely to arise in a nonbankruptcy context; and

o. tax attributes of the debtor.

See In re U.S. Brass Corp., 194 B.R. 420, 424–25 (Bankr. E.D. Tex. 1996); *see also In re Scioto Valley Mortg. Co.*, 88 B.R. 168, 170–71 (Bankr. S.D. Ohio 1988) (listing the factors courts have considered in determining the adequacy of information provided in a disclosure statement); *In re Metrocraft Publ'g Servs., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984) (same). Disclosure regarding all topics is not necessary in every case. *See U.S. Brass*, 194 B.R. at 425; *see also Phx. Petrol.*, 278 B.R. at 393 ("[C]ertain categories of information which may be necessary in one case may be omitted in another; no one list of categories will apply in every case.").

B. The Disclosure Statement Contains Adequate Information in Accordance with Section 1125 of the Bankruptcy Code.

14. The Disclosure Statement provides "adequate information" to allow Holders of Allowed Claims in the Voting Class to make informed decisions about whether to vote to accept or reject the Plan. Specifically, the Disclosure Statement contains information that courts consider "adequate information," including:

a. ***Questions and Answers Regarding the Disclosure Statement and the Plan***. A list of commonly asked questions regarding the Disclosure Statement,

Plan, and chapter 11 cases, which are described in detail in Article III of the Disclosure Statement.

b. ***The Debtors' History and Operations***. An overview of the Debtors' corporate history, business operations, assets, organizational structure, and capital structure, which are described in detail in Article IV of the Disclosure Statement;

c. ***Events Leading to these Chapter 11 Cases***. An overview of the events leading to the commencement of the Debtors' chapter 11 cases, which are described in detail in Article V of the Disclosure Statement;

d. ***Material Developments and Anticipated Events of the Chapter 11 Cases***. An overview of key components of the Debtors' restructuring and chapter 11 cases and a description of the ongoing Independent Investigation, which are described in detail in Article VI of the Disclosure Statement;

e. ***Summary of the Plan***. A summary of key provisions of the Plan, which are described in detail in Article VII and Article VIII of the Disclosure Statement;

f. ***Release and Exculpation Provisions of the Plan***. A description of the entities subject to an injunction under the Plan and the acts that they are enjoined from pursuing, including bolded language related to the Debtors' Release, Third-Party Release (as defined in the Order), Lien Release, Exculpation, and Injunction, which are described in Article III.P of the Disclosure Statement;

g. ***Risk Factors***. Certain risks associated with the Debtors' businesses, as well as certain risks associated with forward-looking statements and an overall disclaimer as to the information provided by and set forth in the Disclosure Statement, which are described in Article IX of the Disclosure Statement;

h. ***Solicitation and Voting Procedures***. A description of the procedures for soliciting votes to accept or reject the Plan and voting on the Plan, which are described in Article X of the Disclosure Statement;

i. ***Confirmation of the Plan***. Confirmation procedures and statutory requirements for Confirmation and Consummation of the Plan, which are described in Article XI of the Disclosure Statement;

j. ***Important Securities Law Disclosures***. A description of the applicability of section 1145 of the Bankruptcy Code, which are described in Article XII of the Disclosure Statement;

k. ***Certain U.S. Federal Tax Consequences and Japanese Tax Consequences of the Plan***. A description of certain U.S. federal income

tax law consequences and certain Japanese tax law consequences of the Plan, which are described in Article XIII of the Disclosure Statement;

l. ***Recommendation of the Debtors***. A recommendation by the Debtors that Holders of Claims in the Voting Class should vote to accept the Plan, stated in Article XIV of the Disclosure Statement;

m. ***Financial Projections***. Financial projections are attached to the Disclosure Statement as Exhibit D;

n. ***Valuation Analysis***. A valuation analysis is attached to the Disclosure Statement as Exhibit E; and

o. ***Liquidation Analysis***. A liquidation analysis is attached to the Disclosure Statement as Exhibit F.

15. Based on the foregoing, the Debtors submit that the Disclosure Statement complies with all aspects of section 1125 of the Bankruptcy Code and addresses the information set forth above in a manner that provides adequate information to Holders of Claims entitled to vote to accept or reject the Plan. Accordingly, the Debtors submit that the Disclosure Statement contains "adequate information" and therefore should be approved.

C. The Disclosure Statement Provides Sufficient Notice of Release, Exculpation, and Injunction Provisions in the Plan.

16. Bankruptcy Rule 3016(c) requires that, if a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, the plan and disclosure statement must describe, in specific and conspicuous language, the acts to be enjoined and the entities subject to the injunction. Fed. R. Bankr. P. 3016(c).

17. Article VIII of the Plan and Article III.P of the Disclosure Statement describe in detail the entities that may be subject to an injunction under the Plan and Disclosure Statement and the acts that they may be enjoined from pursuing, including bolded language related to the Debtor Release, Third-Party Release, Exculpation, and Injunction. Article VI.Q of the Disclosure Statement also summarizes the appointment of the Special Committee to perform a comprehensive

Independent Investigation. The Disclosure Statement provides that the Debtor Release and certain definitions related to the releases generally are subject to the recommendation of the Special Committee. Further, the language in Article VIII.D-H of the Plan and Article III.P of the Disclosure Statement is in bold, making it conspicuous to anyone who reads it. Accordingly, the Debtors respectfully submit that the Disclosure Statement complies with Bankruptcy Rule 3016(c) by conspicuously describing the conduct and parties that may be enjoined by the Plan.

II. The Court Should Approve the Ballot, the Confirmation Timeline, and the Forms of Notices Related to Solicitation.

A. The Court Should Approve the Voting Record Date, Solicitation Mailing Deadline, and Voting Deadline.

18. Bankruptcy Rule 3017(d) provides that, for the purposes of soliciting votes in connection with the confirmation of a plan, "'creditors' and 'equity security holders' include record holders of stock, bonds, debentures, notes, and other securities on the date the order approving the disclosure statement is entered-or another date the court sets for cause and after notice and a hearing." Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3018(a) contains a similar provision regarding determination of the record date for voting purposes. Fed. R. Bankr. P. 3018(a). Additionally, Bankruptcy Rule 3017(c) provides that before approving the disclosure statement, the Court must fix a time within which the holders of claims and interests may accept or reject a plan and may fix a date for the hearing on confirmation of a plan. *See* Fed. R. Bankr. P. 3017(c).

19. The Debtors request that the Court exercise its authority under Bankruptcy Rules 3017(c), 3017(d), and 3018(a) to establish, subject to the Court's availability, (i) **September 1, 2026**, as the Voting Record Date; (ii) **September 11, 2026** (or as soon as reasonably practicable thereafter), as the Solicitation Mailing Deadline; and (iii) **October 9, 2026, at 4:00 p.m., prevailing Eastern Time**, as the Voting Deadline. Moreover, the Debtors propose

that, with respect to any transferred Claim, the transferee shall be entitled to receive a Solicitation Package and, if the Holder of such Claim is entitled to vote with respect to the Plan, cast a Ballot on account of such Claim only if: (a) all actions necessary to effectuate the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date or (b) the transferee files by the Voting Record Date (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Plan made by the Holder of such Claim as of the Voting Record Date.

20. The Debtors request that, after the Debtors distribute Solicitation Packages to Holders of Claims entitled to vote on the Plan, the Court require that all Holders of Claims entitled to vote on the Plan complete and submit their Ballots so that they are **actually received** by the Claims, Noticing, and Solicitation Agent on or before the Voting Deadline. Similarly, Holders of Claims or Interests that are not entitled to vote on the Plan who wish to opt in to the Third-Party Release must complete and submit the Opt In Form so that it is **actually received** by the Claims, Noticing, and Solicitation Agent on or before the Voting Deadline.

21. The foregoing timing and materials will afford Holders of Claims entitled to vote on the Plan at least twenty-eight days to review and analyze such materials and subsequently make an informed decision as to whether to vote to accept or reject the Plan before the Voting Deadline consistent with the requirements of the applicable Bankruptcy Rules.[8] Accordingly, the Debtors

[8] *See* Fed. R. Bankr. P. 3017(d) (after approval of a disclosure statement, the debtor must transmit the plan, the approved disclosure statement, a notice of the time within which acceptances and rejections of such plan may be filed, and any other information that the court may direct to certain holders of claims). Nonetheless, the Debtors request authority to extend the Voting Deadline in their sole discretion and without further order of the Court.

request that the Court approve the form of, and the Debtors' proposed procedures for distributing, the Solicitation Packages to the Holders of Claims in the Voting Class and the deadline for Holders of Claims and Interests to vote to accept or reject the Plan and/or return Opt In Forms, as applicable.

B. The Court Should Approve the Form of Ballot.

22. Bankruptcy Rule 3018(c) requires that "[a]n acceptance or rejection must be in writing; identify the plan or plans; be signed by the creditor or equity security holder-or an authorized agent; and conform to Form 314." Fed. R. Bankr. P. 3018(c). In accordance with Bankruptcy Rule 3018(c), the Debtors have prepared and customized the Ballot. Although based on Official Form B 314, the Ballot has been modified to (a) address the particular circumstances of these chapter 11 cases and (b) include certain additional information that is relevant and appropriate for Claims in the Voting Class. The proposed Ballot for the Voting Class is annexed as Exhibit 3 to the Order. The Debtors respectfully submit that the form of Ballot complies with Bankruptcy Rule 3018(c) and, therefore, should be approved.

C. The Court Should Approve the Form and Distribution of the Solicitation Packages to Holders of Claims Entitled to Vote on the Plan.

23. Bankruptcy Rule 3017(d) specifies the materials to be distributed to holders of allowed claims and/or equity interests upon approval of a disclosure statement, including the court-approved plan and disclosure statement and notice of the time within which acceptances and rejections of the plan may be filed. Fed. R. Bankr. P. 3017(d).

24. In accordance with this requirement, the Debtors propose to send the Solicitation Packages to provide Holders of Claims in the Voting Class with the information they need to be able to make informed decisions with respect to how to vote on the Plan. Specifically, on or before the Solicitation Mailing Deadline, the Debtors will cause the Solicitation Packages to

be distributed by email, where available, and/or first-class mail through the Claims, Noticing, and Solicitation Agent to such Holders of Claims in the Voting Class.

25. Each Solicitation Package will include the following materials, as applicable:

a. a copy of the Solicitation and Voting Procedures, substantially in the form attached to the Order as Exhibit 1;

b. the form of Ballot, substantially in the form attached to the Order as Exhibit 3, together with detailed voting instructions and instructions on how to submit the Ballot;

c. the Cover Letter, substantially in the form attached to the Order as Exhibit 4, which describes the contents of the Solicitation Package and urges Holders of Claims in the Voting Class to vote to accept the Plan;

d. the Confirmation Hearing Notice, substantially in the form attached to the Order as Exhibit 5;

e. the Disclosure Statement (and exhibits thereto, including the Plan);

f. the Order granting the relief requested herein (without exhibits, except for the Solicitation and Voting Procedures);

g. a pre-addressed, postage pre-paid reply envelope;[9] and

h. any additional documents that the Court has ordered to be made available to Holders of Claims in the Voting Class.

26. The Debtors request that they be authorized to distribute the Plan, the Disclosure Statement, and the Order (without exhibits, except for the Solicitation and Voting Procedures) to Holders of Claims entitled to vote on the Plan in electronic format (*i.e.*, via email and/or hyperlink, as applicable). The Ballot, the Cover Letter, and the Confirmation Hearing Notice will be provided in electronic format for those parties receiving service by email, and paper format for those parties receiving service by first-class mail. Distribution in this manner will translate into significant monetary savings for the Debtors' estates (the Plan, the Disclosure Statement, and the proposed

[9] The Debtors will provide pre-addressed, postage pre-paid reply envelopes only to those Holders who receive a Ballot by first-class mail.

Order, collectively, are well over 150 pages) by reducing printing and postage costs. Bankruptcy courts in this district and others have permitted debtors to transmit solicitation documents in electronic format in other large chapter 11 cases in the interest of saving printing and mailing costs. *See, e.g.*, *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del. Sept. 15, 2025) (authorizing the debtors to distribute the solicitation packages via email, hyperlink, and/or flash drive); *In re Claire's Holdings LLC*, No. 25-11454 (BLS) (Bankr. D. Del. Sept. 9, 2025) (authorizing the debtors to distribute the solicitation packages via email); *In re At Home Group Inc.*, No. 25-11120 (JKS) (Bankr. D. Del. Aug. 18, 2025) (same); *In re Tupperware Brands Corp.*, No. 24-12156 (BLS) (Bankr. D. Del. Mar. 7, 2025) (authorizing the debtors to distribute the solicitation packages and non-voting status notices via email); *In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Feb. 19, 2025) (authorizing the debtors to distribute the solicitation packages, notices of non-voting status, and opt in forms via email). Accordingly, the Debtors believe that their proposed notice and service procedures are in the best interest of the Debtors and their stakeholders and maximize recoveries under the Plan.

27. Additionally, the Debtors will provide complete Solicitation Packages (excluding the Ballot) to the U.S. Trustee (via email and first-class mail in paper format) and all parties on the 2002 List (via email) as of the Voting Record Date. Any party that receives the materials in electronic format but would prefer paper format may contact the Claims, Noticing, and Solicitation Agent and request paper copies of the corresponding materials previously received in electronic format (to be provided at the Debtors' expense). The Debtors will not provide Solicitation Packages to: (a) Holders of Claims that have already been paid in full during the chapter 11 cases or that are otherwise paid in full in the ordinary course of business pursuant to an order previously entered by this Court; (b) any party to whom the notice of this motion was sent but was

subsequently returned as undeliverable without a forwarding address by the Voting Record Date; (c) the holders of Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests); or (d) parties that received a Notice of Non-Voting Status, as applicable.

28. The Debtors respectfully request that the Claims, Noticing, and Solicitation Agent be authorized (to the extent not authorized by another order of the Court) to assist the Debtors in: (a) distributing the Solicitation Packages; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims against the Debtors; (c) responding to inquiries from Holders of Claims or Interests and other parties-in-interest relating to the Disclosure Statement, the Plan, the Ballot, the Solicitation Packages, the Notices of Non-Voting Status and Opt In Forms, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to confirmation of the Plan; (d) soliciting votes on the Plan; and (e) if necessary, contacting creditors who submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies, as the Debtors and/or the Claims, Noticing, and Solicitation Agent deem necessary and applicable; *provided* that neither the Debtors nor any other Person or Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report.

29. The Debtors also request a waiver of: (a) any requirement to remail undeliverable Solicitation Packages or other undeliverable solicitation-related notices that were returned marked "undeliverable," "moved—no forwarding address," or otherwise returned; and (b) any obligation for the Debtors or the Claims, Noticing, and Solicitation Agent to conduct any additional research for updated addresses based on undeliverable Solicitation Packages or other undeliverable solicitation-related notices.

30. Given the timing considerations associated with tabulating Ballots, in addition to accepting hard copy Ballots via first-class mail, overnight courier, and hand delivery, the Debtors request authorization to accept electronic Ballots ("E-Ballots") via electronic, online transmissions through a customized online balloting portal on the Debtors' case website maintained by the Claims, Noticing, and Solicitation Agent (the "E-Ballot Portal"). Parties may electronically sign and submit Ballots instantly. Instructions for electronic, online transmission of Ballots are set forth on the form of Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

31. All votes to accept or reject the Plan must be cast by using the appropriate Ballot. All Ballots must be properly executed, completed, and delivered according to their voting instructions by: (a) first-class mail, in the return envelope provided with each Ballot; (b) overnight delivery; (c) electronically through the E-Ballot Portal at www.veritaglobal.net/Marelli; or (d) personal delivery, so that the Ballots are **actually received** by the Claims, Noticing, and Solicitation Agent no later than the Voting Deadline at the return address set forth in the Ballot. Each Ballot contains detailed instructions that describe the appropriate means of Ballot submission.

D. The Court Should Approve the Confirmation Hearing Notice.

32. The Confirmation Hearing Notice includes the following: (a) instructions as to how to view or obtain copies of the Disclosure Statement (including the Plan and the other exhibit attached thereto), the Order, and all other materials in the Solicitation Package (excluding the Ballot) from the Claims, Noticing, and Solicitation Agent's and/or the Court's website via PACER; (b) notice of the Voting Deadline; (c) notice of the date by which the Debtors will file the Plan Supplement; (d) notice of the Plan Objection Deadline; and (e) notice of the Confirmation

Hearing Date and information related thereto. The Debtors will serve the Confirmation Hearing Notice on all known Holders of Claims or Interests and the 2002 List (regardless of whether such parties are entitled to vote on the Plan) no later than the Solicitation Mailing Deadline.

33. Bankruptcy Rule 2002(l) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." Fed. R. Bankr. P. 2002(l). Therefore, in addition to the foregoing distribution of the Confirmation Hearing Notice, the Debtors will publish the Publication Notice in *The New York Times* (national edition) and the *Financial Times* (global edition), or any other such publications that the Debtors deem appropriate, no later than the Publication Deadline. The Debtors believe that the Publication Notice will provide sufficient notice of, among other things, the entry of the Order, the Voting Deadline, the Plan Objection Deadline, and the Confirmation Hearing to parties who did not otherwise receive notice thereof by mail. Additionally, service of the Confirmation Hearing Notice and publication of the Publication Notice comports with the requirements of Bankruptcy Rule 2002 and should be approved.

E. The Court Should Approve the Plan Supplement Notice.

34. The Plan defines "Plan Supplement" to mean the compilation of documents and forms of documents, schedules, and exhibits to the Plan to be Filed by the Debtors no later than seven (7) calendar days prior to the Voting Deadline, or such later date as may be approved by the Court on notice to parties in interest.[10] The Plan Supplement will include the following materials in connection with confirmation, as applicable: (a) the New Stockholders' Agreement; (b) the Exit Facility Documents; (c) the Schedule of Rejected Executory Contracts and Unexpired Leases; (d) the Schedule of Retained Causes of Action List; (e) the New Organizational Documents; (f) the

[10] *See* Plan at Art. I.A.115.

Restructuring Transactions Memorandum; (g) the identities of the members of the New Board, as applicable, and the officers of the Reorganized Debtors, if any, including information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, to the extent known; and (h) any and all other documentation necessary to effectuate the Restructuring Transactions or that is contemplated under the Plan.

35. To ensure that all Holders of Claims or Interests receive notice of the Debtors' filing of the Plan Supplement, the Debtors propose to send the Plan Supplement Notice on the date the Debtors file the Plan Supplement, or as soon as practicable thereafter. Accordingly, the Plan Supplement Notice should be approved.

F. The Court Should Approve the Forms of Notices to Non-Voting Classes and Opt In Forms.

36. As discussed above, the Non-Voting Classes are not entitled to vote on the Plan. As a result, they will not receive Solicitation Packages and, instead, the Debtors propose that such parties receive a Notice of Non-Voting Status and Opt In Form. Specifically, in lieu of solicitation materials, the Debtors propose to provide the following to Holders of Claims or Interests in Non-Voting Classes:

Class	Status	Treatment
Class 1, Class 2, Class 3, Class 5	Unimpaired—Presumed to Accept	Holders of Claims that are presumed to accept the Plan are not entitled to vote. As such, Holders of such Claims will receive a Notice of Non-Voting Status and Opt In Form, substantially in the form attached to the Order as Exhibit 2A, in lieu of a Solicitation Package.

Class	Status	Treatment
Class 8, Class 9, Class 10	Impaired—Deemed to Reject[11]	Holders of Claims that are deemed to reject the Plan are not entitled to vote. As such, Holders of such Claims, will receive a Notice of Non-Voting Status and Opt In Form, substantially in the form attached to the Order as Exhibit 2B, in lieu of a Solicitation Package.
N/A	Disputed Claims	Holders of Claims or Interests that are subject to a pending objection filed by the Debtors are not entitled to vote the disputed portion of their Claim or Interest. As such, Holders of such Claims will receive a Notice of Non-Voting Status and Opt In Form, substantially in the form attached to the Order as Exhibit 2C, in lieu of a Solicitation Package.

37. In light of the fact that the Intercompany Claims and Intercompany Interests are all held by the Debtors or affiliates of the Debtors, the Debtors will not provide the Holders in Class 6 (Intercompany Claims) or Class 7 (Intercompany Interests) with a Solicitation Package or any other type of notice in connection with the solicitation.

38. The Notices of Non-Voting Status and Opt In Forms will include, among other things: (a) instructions as to how to view or obtain copies of the Disclosure Statement (including the Plan and the other exhibits attached thereto), the Order, and all other materials in the Solicitation Package (excluding the Ballot) from the Claims, Noticing, and Solicitation Agent and/or the Court's website via PACER; (b) notice to recipients of their status as Holders or potential Holders of Claims or Interests in non-voting classes; (c) a disclosure regarding the settlement, release, exculpation, and injunction language set forth in Article VIII of the Plan; and (d) the Opt In Form by which Holders could elect to opt in to the Third-Party Release set forth in Article VIII.F of the Plan.

[11] To the extent a Proof of Claim is filed that is based solely on a Holder's equity Interests or the losses thereto, such Holder will be classified as a Class 8 or Class 9 claimant, as applicable, and such Claim will be treated in accordance with Class 8 or Class 9, as applicable, and not entitled to vote on the Plan.

39. Given the attendant timing considerations associated with tabulating Opt In Forms, in addition to accepting hard copy Opt In Forms via first-class mail, overnight courier, and hand delivery, the Debtors request authorization to accept Opt In Forms electronically through the E-Ballot Portal at www.veritaglobal.net/Marelli. Parties may electronically sign and submit the Opt In Forms instantly. Instructions for electronic, online transmission of Opt In Forms are set forth on the Opt In Forms. The encrypted audit trail created by such electronic submission shall become part of the record of any Opt In Form submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

40. The Debtors believe that mailing the Notices of Non-Voting Status and Opt In Forms in lieu of Solicitation Packages satisfies the requirements of Bankruptcy Rule 3017(d). Accordingly, unless the Court orders otherwise, the Debtors do not intend to distribute Solicitation Packages to Holders of Claims or Interests in the Non-Voting Classes.

G. The Court Should Approve Notices to Contract and Lease Counterparties.

41. Article V of the Plan provides that each of the Debtors' Executory Contracts and Unexpired Leases shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Court, as of the Effective Date under section 365 of the Bankruptcy Code, unless such Executory Contract and Unexpired Lease: (a) is identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (b) was previously rejected by a Final Order; or (c) is subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date or which the requested effective date of such rejection is after the Effective Date. To ensure that counterparties to Executory Contracts and Unexpired Leases receive notice of the rejection of their Executory Contract or Unexpired Lease, if any, pursuant to the Plan, the Debtors will mail the Rejection Notice, as applicable and appropriate as provided herein. Accordingly, the Rejection Notice should be approved.

III. The Court Should Approve the Solicitation and Voting Procedures.

42. Section 1126(c) of the Bankruptcy Code provides that:

> A class of claims has accepted a plan if such plan has been accepted by creditors, other than any entity designated under subsection (e) of this section, that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors, other than any entity designated under subsection (e) of this section, that have accepted or rejected such plan.

11 U.S.C. § 1126(c).

43. Additionally, Bankruptcy Rule 3018(c) provides, in part, that "[a]n acceptance or rejection [of a plan] must be in writing; identify the plan or plans; be signed by the creditor or equity security holder-or an authorized agent; and conform to Form 314." Fed. R. Bankr. P. 3018(c). Consistent with these requirements, the Debtors propose using the Solicitation and Voting Procedures. The Solicitation and Voting Procedures include specific voting and tabulation requirements and procedures, as described below.

A. Completion of Ballots.

44. To ease and clarify the process of tabulating all votes received, the Debtors propose that a Ballot be counted in determining the acceptance or rejection of the Plan only if it satisfies certain criteria. Specifically, the Solicitation and Voting Procedures provide that the Debtors will not count a Ballot if it is, among other things, submitted by a Holder of a Claim or Interest that is not entitled to vote on the Plan, or incomplete. Further, the Debtors may waive any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting, and any such waivers shall be documented in the Voting Report.

B. General Ballot Tabulation and Voting Procedures.

45. The proposed Solicitation and Voting Procedures set forth specific criteria with respect to the general tabulation of Ballots, voting procedures applicable to Holders of Claims, and

tabulation of such votes. The Debtors believe that the proposed Solicitation and Voting Procedures will facilitate the Plan confirmation process. Specifically, the procedures will clarify any obligations of Holders of Claims entitled to vote to accept or reject the Plan and will create a straightforward process by which the Debtors can determine whether they have satisfied the numerosity and amount requirements of section 1126(c) of the Bankruptcy Code. Accordingly, the Debtors submit that the Solicitation and Voting Procedures are in the best interests of the Debtors' Estates, Holders of Claims or Interests, and other parties in interest, and that good cause supports the relief requested herein.

46. The Debtors respectfully request that the Claims, Noticing, and Solicitation Agent be authorized (to the extent not authorized by another order of the Court) to assist the Debtors in: (a) distributing the Solicitation Packages and Notices of Non-Voting Status and Opt In Forms; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims against the Debtors; (c) responding to inquiries from Holders of Claims or Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballot, the Solicitation Packages, Notices of Non-Voting Status and Opt In Forms, and all other documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to confirmation of the Plan; (d) soliciting votes on the Plan; and (e) if necessary, contacting creditors who submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies, as the Debtors and/or the Claims, Noticing, and Solicitation Agent deem necessary and applicable; *provided* that neither the Debtors nor any other Person or Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report.

IV. The Court Should Approve the Procedures for Confirming the Plan.

A. The Confirmation Hearing Date.

47. Section 1128 of the Bankruptcy Code provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan" and provides that parties in interest can object to confirmation. 11 U.S.C. § 1128. Bankruptcy Rule 3017(a) also requires that "[t]he hearing must be held on at least 28 days' notice under Rule 2002(b) to the debtor; creditors; equity security holders; and other parties in interest." Fed. R. Bankr. P. 3017(a). Additionally, Bankruptcy Rule 3017(c) provides that, on or before approval of a disclosure statement, a court shall fix a time for the hearing on confirmation of a plan. Fed. R. Bankr. P. 3017(c). Further, Bankruptcy Rule 2002(b) provides that notice shall be given to "the debtor, the trustee, all creditors, and all indenture trustees at least 28 days . . . by mail of the time to file an objection and the time of the hearing to consider approving a disclosure statement; or determine under § 1125(f) whether a plan includes adequate information to make a separate disclosure statement unnecessary." Fed. R. Bankr. P. 2002(b).

48. In accordance with Bankruptcy Rules 2002 and 3017 and section 1128 of the Bankruptcy Code, the Debtors request that the Court establish **October 16, 2026 at [●] a./p.m., prevailing Eastern Time**, as the Confirmation Hearing Date. The Debtors further request that the Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice to parties in interest other than announcement of such adjournment in open court and/or filing a notice of adjournment with the Court and serving such notice on the 2002 List.

B. The Court Should Approve the Procedures for Filing Objections to Confirmation of the Plan.

49. Bankruptcy Rule 2002 requires no less than twenty-eight days' notice to all Holders of Claims of the time fixed for filing objections to the hearing on confirmation of a chapter 11

plan. Fed. R. Bankr. P. 2002(b), (d). The Debtors request that the Court establish **October 9, 2026 at 4:00 p.m. prevailing Eastern Time**, as the Plan Objection Deadline.

50. The Debtors also request that the Court direct the manner in which parties in interest may object to confirmation of the Plan. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within the time set by the court." Fed. R. Bankr. P. 3020(b)(1). The Confirmation Hearing Notice will require that objections to confirmation of the Plan or requests for modifications to the Plan, if any, must:

a. be in writing;

b. conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court;

c. state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and

d. be filed with the Court and served upon the notice parties so as to be **actually received** on or before the Plan Objection Deadline.

51. The Debtors believe that the Plan Objection Deadline for filing and service of objections (and proposed modifications, if any) will afford the Court, the Debtors, and other parties in interest reasonable time to consider the objections and proposed modifications prior to the Confirmation Hearing.

52. Moreover, the Confirmation Hearing and any dates on the Confirmation Timeline may be adjourned or continued from time to time by the Court or the Debtors, without further notice other than adjournments announced in open court or as indicated in any notice of adjournment filed by the Debtors with the Court.

Non-Substantive Modifications

53. The Debtors request authorization to make changes to the Plan, Disclosure Statement, Solicitation and Voting Procedures, Ballot, Solicitation Packages, Notices of

Non-Voting Status and Opt In Forms, Confirmation Hearing Notice, Publication Notice, Cover Letter, Plan Supplement Notice, Rejection Notice, and any notice attached to the Order, and any related documents without further order of the Court, including formatting changes, changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials (including the appendices thereto) in the Solicitation Packages before distribution.

Reservation of Rights

54. Nothing contained in this motion or any order granting the relief requested in this motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such 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 this motion or any order granting the relief requested by this motion; (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.

Notice

54. The Debtors will provide notice of this motion 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) 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; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

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

[*Remainder of page intentionally left blank*]

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 appropriate under the circumstances.

Dated: August 3, 2026
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

Co-Counsel for the Debtors and Debtors in Possession

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

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)
	)	**Hearing Date: September 8, 2026 at 1:00 p.m. (ET)**
	)	**Obj Deadline: September 1, 2026 at 4:00 p.m. (ET)**

NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER APPROVING (I) THE ADEQUACY OF THE DISCLOSURE STATEMENT, (II) THE SOLICITATION AND VOTING PROCEDURES, (III) THE FORM OF BALLOT AND NOTICES IN CONNECTION THEREWITH, AND (IV) CERTAIN DATES WITH RESPECT THERETO

PLEASE TAKE NOTICE that, on August 3, 2026 the above-captioned debtors and debtors in possession (collectively, the "Debtors" and together with their non-debtor affiliates, the "Company") filed the *Debtors' Motion for Entry of an Order Approving (I) the Adequacy of the Disclosure Statement, (II) the Solicitation and Voting Procedures, (III) the Form of Ballot and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that any responses to the Motion must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Third Floor, Wilmington, Delaware 19801, and served upon the

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims, noticing, and solicitation 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.

undersigned, so as to be received on or **before 4:00 p.m. (prevailing Eastern Time) on September 1, 2026**.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (a) the Debtors, Marelli Automotive Lighting USA LLC, 26555 Northwestern Highway, Southfield, Michigan 48033, Attn.: John Nicholson (john.nicholson@marelli.com); (b) counsel to the Debtors, Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Spencer A. Winters, P.C. (spencer.winters@kirkland.com), and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Nicholas M. Adzima (nicholas.adzima@kirkland.com) and Evan Swager (evan.swager@kirkland.com); (c) co-counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899 (Courier 19801), Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), and Edward A. Corma (ecorma@pszjlaw.com); (d) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy (Jane.M.Leamy@usdoj.gov); (e) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason Elder (jason.elder@mayerbrown.com); (f) counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich (timothy.graulich@davispolk.com) and Richard J. Steinberg (richard.steinberg@davispolk.com); (g) counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady (rbrady@ycst.com) and Andrew L. Magaziner (amagaziner@ycst.com); (h) counsel to the Ad Hoc Group of Senior Lenders, (i) Akin Gump

Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Ira S. Dizengoff (idizengoff@akingump.com) and Anna Kordas (akordas@akingump.com), (ii) Akin Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C. 20006, Attn.: Scott Alberino (salberino@akingump.com), Kate Doorley (kdoorley@akingump.com), and Alexander F. Antypas (aantypas@akingump.com); and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com) and Stacy L. Newman (snewman@coleschotz.com); (i) counsel to the Sponsors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn.: Brian S. Hermann (bhermann@paulweiss.com) and Jacob Adlerstein (jadlerstein@paulweiss.com); and (j) co-counsel to the Committee, (i) Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn.: Kristopher M. Hansen (krishansen@paulhastings.com), Gabriel E. Sasson (gabesasson@paulhastings.com), and Daniel Ginsberg (danielginsberg@paulhastings.com), and (ii) Morris James LLP, 3205 Avenue North Blvd., Suite 100, Wilmington, Delaware 19803, Attn.: Eric J. Monzo (emonzo@morrisjames.com) and Jason S. Levin (jlevin@morrisjames.com).

PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON **September 8, 2026 AT 1:00 P.M. (PREVAILING EASTERN TIME)** BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY JUDGE FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, COURTROOM #7, THIRD FLOOR, WILMINGTON, DELAWARE 19801. ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT SUCH HEARING.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

[*Remainder of page intentionally left blank*]

Dated: August 3, 2026
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

Co-Counsel for the Debtors and Debtors in Possession

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

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)
	)	**Re: Docket No. [●]**

ORDER APPROVING (I) THE ADEQUACY OF THE DISCLOSURE STATEMENT, (II) THE SOLICITATION AND VOTING PROCEDURES, (III) THE FORM OF BALLOT AND NOTICES IN CONNECTION THEREWITH, AND (IV) CERTAIN DATES WITH RESPECT THERETO

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"), approving (i) the adequacy of the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code,* [Docket No. [●]] (the "Disclosure Statement"); (ii) the Solicitation and Voting Procedures; (iii) the Ballot; (iv) the Solicitation Packages; (v) the Notices of Non-Voting Status and Opt In Forms; (vi) the Confirmation Hearing Notice; (vii) the Publication Notice; (viii) the Cover Letter; (ix) the Plan Supplement Notice; (x) the Rejection Notice; (xi) any other notices in connection therewith; and (xii) certain dates with respect thereto, including but not limited to the Solicitation Mailing Deadline, the Publication Deadline, the Plan Supplement Filing Deadline, the Voting Deadline, the Plan Objection Deadline, the Deadline to File the Voting Report, the Confirmation Brief and

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' Claims, Noticing, and Solicitation 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.

Plan Objection Reply Deadline, and the Confirmation Hearing Date, all as more fully set forth in the Motion; and upon the First Day Declarations; 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 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, if any, 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 basis as set forth herein.

I. Approval of the Disclosure Statement.

2. The Disclosure Statement is hereby approved as providing Holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

3. The Disclosure Statement (including all applicable exhibits attached thereto) provides Holders of Claims and Interests, and other parties in interest with sufficient notice of the

injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rules 2002(c)(3) and 3016(b) and (c).

II. Approval of the Procedures, Materials, and Confirmation Timeline for Soliciting Votes on and Confirming the Plan.

A. Approval of the Solicitation and Voting Procedures.

4. The Debtors are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation and Voting Procedures attached hereto as **Exhibit 1**, which are hereby approved in their entirety and comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

B. Approval of Certain Dates and Deadlines with Respect to the Plan and Disclosure Statement.

5. The following Confirmation Timeline is hereby established (subject to modification as necessary) with respect to the solicitation of votes to accept the Plan, voting on the Plan, and confirming the Plan:

Event	Date	Description
Voting Record Date	September 1, 2026	The date to determine which Holders of Claims are entitled to vote to accept or reject the Plan (the "Voting Record Date").
Solicitation Mailing Deadline	September 11, 2026	The deadline by which the Debtors must distribute the (i) Solicitation Packages, including the Ballot, to Holders of Claims entitled to vote to accept or reject the Plan and (ii) Notice of Non-Voting Status and Opt In Form (the "Solicitation Mailing Deadline").
Publication Deadline	September 11, 2026	The date by which the Debtors will submit the Confirmation Hearing Notice in a format modified for publication (such notice, the "Publication Notice," and such date, the "Publication Deadline").
Plan Supplement Filing Deadline	October 2, 2026	The date by which the Debtors shall file the Plan Supplement (the "Plan Supplement Filing Deadline").

Event	Date	Description
Voting Deadline	October 9, 2026, at 4:00 p.m., prevailing Eastern Time	The deadline by which all Ballots and Opt In Forms must be properly executed, completed, and submitted so that they are **actually received** by Kurtzman Carson Consultants LLC dba Verita Global (the "Claims, Noticing, and Solicitation Agent").
Plan Objection Deadline	October 9, 2026, at 4:00 p.m., prevailing Eastern Time	The deadline by which parties in interest may file objections to Confirmation of the Plan (the "Plan Objection Deadline").
Deadline to File Voting Report	October 13, 2026	The date by which the report tabulating the voting on the Plan (the "Voting Report") shall be filed with the Court.
Confirmation Brief and Plan Objection Reply Deadline	October 13, 2026	The deadline by which the Debtors shall file their brief in support of Confirmation of the Plan and reply to objections to Confirmation of the Plan.
Confirmation Hearing Date	October 16, 2026, at [●], prevailing Eastern Time, or such other date as may be scheduled by the Court	The date of the Confirmation Hearing (the "Confirmation Hearing Date").

6. The Solicitation Mailing Deadline provides sufficient time for Holders of Claims entitled to vote on the Plan to make informed decisions with respect to voting on the Plan. The Debtors may adjourn the Confirmation Hearing Date and any related dates and deadlines from time to time, without notice to the parties in interest other than announcement of such adjournment in open court and/or filing a notice of adjournment with the Court and serving such notice on the 2002 List.

C. Approval of the Form and Distribution of Solicitation Packages to Parties Entitled to Vote on the Plan.

7. The Solicitation Packages to be transmitted on or before the Solicitation Mailing Deadline, or as soon as reasonably practicable thereafter, to those Holders of Claims entitled to vote on the Plan as of the Voting Record Date, shall include the following, the form of each of which is hereby approved:

a. a copy of the Solicitation and Voting Procedures, substantially in the form attached hereto as **Exhibit 1**;

b. the form of Ballot, substantially in the form attached hereto as **Exhibit 3** together with detailed voting instructions and instructions on how to submit the Ballot;

c. the Cover Letter, substantially in the form attached hereto as **Exhibit 4**, which describes the contents of the Solicitation Package and urges Holders of Claims in the Voting Class to vote to accept the Plan;

d. the Confirmation Hearing Notice, substantially in the form attached to the Order as **Exhibit 5**;

e. the Disclosure Statement (and exhibits thereto, including the Plan);

f. this Order (without exhibits, except for the Solicitation and Voting Procedures);

g. a pre-addressed, postage pre-paid reply envelope;[3] and

h. any additional documents that the Court has ordered to be made available to Holders of Claims in the Voting Class.

8. The Debtors shall distribute Solicitation Packages to all Holders of Claims entitled to vote on the Plan on or before the Solicitation Mailing Deadline, or as soon as reasonably practicable thereafter. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

9. The Solicitation Packages provide the Holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code, and the Local Rules.

10. The Debtors are authorized to cause the Solicitation Packages to be delivered via first-class mail and/or distributed in electronic format via email and/or hyperlink, as applicable,

[3] The Debtors will provide pre-addressed, postage pre-paid reply envelopes only to those holders who receive a Ballot directly from the Debtors.

through the Claims, Noticing, and Solicitation Agent to Holders of Claims in the Voting Class. Any party that receives materials in electronic format, but would prefer to receive materials in paper format, may contact the Claims, Noticing, and Solicitation Agent and request paper copies of the materials previously received in electronic format (to be provided at the Debtors' expense).

11. The Ballot, substantially in the form attached hereto as **Exhibit 3**, is hereby approved and complies with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

12. The Cover Letter, attached hereto as **Exhibit 4**, describing the contents of the Solicitation Packages and recommending that such parties vote in favor of the Plan, is approved.

13. The Debtors are authorized to cause the Notices of Non-Voting Status and Opt In Forms to be delivered via first-class mail and/or email, as applicable, through the Claims, Noticing, and Solicitation Agent to Holders of Claims and Interests in the Non-Voting Classes.

14. On or before the Solicitation Mailing Deadline, the Debtors (through the Claims, Noticing, and Solicitation Agent) shall provide complete Solicitation Packages (excluding the Ballot) to the U.S. Trustee (via email and first-class mail in paper format) and all parties on the 2002 List (via email) as of the Voting Record Date.

15. The Claims, Noticing, and Solicitation Agent is authorized to assist the Debtors in: (a) distributing the Solicitation Packages and Notices of Non-Voting Status and Opt In Form; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims against the Debtors; (c) receiving, tabulating, and reporting on Opt In Forms received by Holders of Claims and Interests; (d) responding to inquiries from Holders of Claims or Interests and other parties in interest relating to the approved Disclosure Statement, the Plan, the Ballot, the Solicitation Packages, the Notices of Non-Voting Status, the Opt In Form, and all other related

documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan, opting in to the Third-Party Release, and for objecting to confirmation of the Plan; (e) soliciting votes on the Plan; and (f) if necessary, contacting creditors or interest Holders regarding the Plan and/or the approved Disclosure Statement.

16. The Claims, Noticing, and Solicitation Agent is also authorized to accept Ballots and Opt In Forms via electronic online transmission through an online balloting portal on the Debtors' case website (the "E-Ballot Portal") as set forth in the Ballot and Opt In Form. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot or Opt In Form submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots and Opt In Forms submitted via E-Ballot shall be deemed to contain an original signature.

17. All votes to accept or reject the Plan must be cast by using the appropriate Ballot. All Ballots must be properly executed, completed, and delivered according to their applicable voting instructions by: (a) first-class mail, in the return envelope provided with each Ballot; (b) overnight delivery; (c) E-Ballot through the Claims, Noticing, and Solicitation Agent's E-Ballot Portal at www.veritaglobal.net/Marelli; or (d) personal delivery, so that the Ballots are **actually received** by the Claims, Noticing, and Solicitation Agent by no later than the Voting Deadline at the return address set forth in the Ballot.

18. Opt In Forms may be submitted via (a) hard copy through first-class mail, overnight courier, or hand delivery or (b) E-Ballot through the Claims, Noticing, and Solicitation Agent's E-Ballot Portal at www.veritaglobal.net/Marelli, so that the Opt In Form is **actually received** by the Claims, Noticing, and Solicitation Agent no later than the Voting Deadline. The Debtors are

authorized to extend the Voting Deadline, upon notice to counsel to the Ad Hoc Group of Senior Lenders, in their discretion and without further order of the Court.

D. Approval of the Form of Notice to Non-Voting Classes and Opt In Form.

19. On or before the Solicitation Mailing Deadline, or as soon as reasonably practicable thereafter, the Claims, Noticing, and Solicitation Agent shall mail the Notices of Non-Voting Status and Opt In Forms, the forms of which, attached hereto as **Exhibit 2A**, **Exhibit 2B**, and **Exhibit 2C**, are hereby approved and comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, to those parties outlined below, who are not entitled to vote on the Plan:

Class	Status	Treatment
Class 1, Class 2, Class 3, Class 5	Unimpaired—Presumed to Accept	Holders of Claims that are presumed to accept the Plan are not entitled to vote. As such, Holders of such Claims will receive a Notice of Non-Voting Status and Opt In Form, substantially in the form attached to the Order as Exhibit 2A, in lieu of a Solicitation Package.
Class 8, Class 9, Class 10	Impaired—Deemed to Reject[4]	Holders of Claims that are deemed to reject the Plan are not entitled to vote. As such, Holders of such Claims, will receive a Notice of Non-Voting Status and Opt In Form, substantially in the form attached to the Order as Exhibit 2B, in lieu of a Solicitation Package.
N/A	Disputed Claims	Holders of Claims or Interests that are subject to a pending objection filed by the Debtors are not entitled to vote the disputed portion of their Claim or Interest. As such, Holders of such Claims will receive a Notice of Non-Voting Status and Opt In Form, substantially in the form attached to the Order as Exhibit 2C, in lieu of a Solicitation Package.

[4] To the extent a Proof of Claim is filed that is based solely on a Holder's equity Interests or the losses thereto, such Holder will be classified as a Class 8 or Class 9 claimant, as applicable, and such Claim will be treated in accordance with Class 8 or Class 9, as applicable, and not entitled to vote on the Plan.

20. The Debtors are not required to distribute Solicitation Packages, other solicitation materials, or a Notice of Non-Voting Status to: (a) Holders of Claims that have already been paid in full during the chapter 11 cases or that are otherwise paid in full in the ordinary course of business pursuant to an order previously entered by this Court; (b) any party to whom the notice of the Motion was sent but was subsequently returned as undeliverable without a forwarding address by the Voting Record Date; (c) the holders of Claims in Class 6 and Interests in Class 7; or (d) parties that received a Notice of Non-Voting Status and Opt In Form, as applicable.

E. Approval of the Confirmation Hearing Notice.

21. The Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 5**, which shall be filed by the Debtors and served upon all known Holders of Claims or Interests and the 2002 List (regardless of whether such parties are entitled to vote on the Plan) in these chapter 11 cases by no later than the Solicitation Mailing Deadline and published in a format modified for publication one time no later than the Publication Deadline, in *The New York Times* (national edition) and the *Financial Times* (global edition), or any other such publications that the Debtors deem appropriate, constitutes adequate and sufficient notice of the hearing to consider approval of the Plan, the manner in which a copy of the Plan and Disclosure Statement can be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

F. Approval of Notice of Filing of the Plan Supplement.

22. The Debtors are authorized to send notice of the filing of the Plan Supplement to all Holders of Claims or Interests, substantially in the form attached hereto as **Exhibit 6**, on the date the Debtors file the Plan Supplement, or as soon as practicable thereafter. Notwithstanding the foregoing, the Debtors may amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date in accordance with the Plan.

G. Approval of Notices to Contract and Lease Counterparties.

23. The Debtors are authorized to mail notices of rejection of any Executory Contracts or Unexpired Leases, in the form attached hereto as **Exhibit 7**, to the applicable counterparties to Executory Contracts and Unexpired Leases that will be rejected pursuant to the Plan, within the time periods specified in the Motion. Executory Contracts and Unexpired Leases shall be deemed assumed pursuant to the terms of the Plan.

H. Non-Substantive Modifications.

24. The Debtors, consistent with the Restructuring Support Agreement, are authorized to make changes to the Plan, Disclosure Statement, Solicitation and Voting Procedures, Ballot, Solicitation Packages, Notices of Non-Voting Status and Opt In Forms, Confirmation Hearing Notice, Publication Notice, Cover Letter, Plan Supplement Notice, Rejection Notice, and any notice attached hereto, and any related documents without further order of the Court, including formatting changes, changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials (including any appendices thereto) in the Solicitation Packages before distribution. Subject to the foregoing, the Debtors are authorized to solicit, receive, and tabulate votes to accept or reject the Plan in accordance with this Order, without further order of the Court.

III. Approval of Procedures for Confirming the Plan.

A. Approval of the Procedures for Filing Objections to the Confirmation of the Plan.

25. Objections to the confirmation of the Plan will not be considered by the Court unless such objections are timely filed and properly served in accordance with this Order. Specifically, all objections to the confirmation of the Plan or requests for modifications to the Plan, if any, **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any

orders of this Court; (c) state, with particularity, the legal and factual basis for and nature of the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the notice parties so as to be **actually received** on or before the Plan Objection Deadline.

IV. Miscellaneous.

26. The Debtors' rights are reserved to modify the Plan without further order of the Court in accordance with Article X of the Plan, including the right to withdraw the Plan as to an individual Debtor at any time before the Confirmation Date.

27. The Debtors shall consult the Committee on any alterations, amendments, or modifications to the Plan and the Definitive Documents that impact the treatment of Holders of General Unsecured Claims under the Plan and provide the Committee with advanced notice of the Filing of any document with respect to the foregoing.

28. Notwithstanding the expiration of the Challenge Period set forth in that certain *Final 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; and (V) Granting Related Relief* [Docket No. 449], as amended by that certain *Order (I) Authorizing the Debtors to Amend the DIP Credit Agreements; and (II) Granting Related Relief* [Docket No. 2218], to the extent the Plan is amended, modified, or supplemented following entry of this Order and such amendment, modification or supplement adversely impacts the treatment of Holders of General Unsecured Claims, which would require resolicitation of the Plan, the Challenge Period shall be reinstated and extended through and including the date that is five (5) days following the approval of resolicitation of the Plan by the Court.

29. Nothing in the Motion or this Order waives or modifies the requirements of the Restructuring Support Agreement, including, without limitation, the consent and consultation rights contained in each of the foregoing documents.

30. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

31. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

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

33. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

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

Exhibit 1

Solicitation and Voting Procedures

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)

SOLICITATION AND VOTING PROCEDURES

PLEASE TAKE NOTICE THAT on [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order") (a) authorizing Marelli Automotive Lighting USA LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

A. The Voting Record Date.

The Court has approved **September 1, 2026** as the record date for purposes of determining which Holders of Class 4 Senior Loan Claims (the "Voting Class") are entitled to vote on the Plan (the "Voting Record Date").

B. The Voting Deadline.

The Court has approved **October 9, 2026 at 4:00 p.m. (prevailing Eastern Time)** as the voting deadline for the Plan (the "Voting Deadline"). The Debtors may extend the Voting Deadline, in their discretion, without further order of the Court. **To be counted as votes to accept or reject the Plan, all ballots (the "Ballots") must be executed, completed, and electronically submitted via (i) the Debtors' online balloting portal at www.veritaglobal.net/Marelli pursuant to the instructions set forth on the Ballot or (ii) first class mail, overnight courier, or hand delivery to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245**, so that it is **actually received** by Kurtzman Carson Consultants LLC dba Verita ("Verita" or the "Claims, Noticing, and Solicitation Agent") no later than the Voting Deadline.

---

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' Claims, Noticing, and Solicitation 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 not otherwise defined herein shall have the same meanings ascribed to them in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

C. Form, Content, and Manner of Notices.

1. The Solicitation Package.

The following materials constitute the solicitation package (the "Solicitation Package") distributed to Holders of Claims in the Voting Class:

a. these Solicitation and Voting Procedures;

b. the form of Ballot, together with detailed voting instructions, and instructions on how to submit the Ballot;

c. the cover letter, which urges Holders of Claims in each of the Voting Class to vote to accept the Plan (the "Cover Letter");

d. the notice of the Confirmation Hearing (the "Confirmation Hearing Notice");

e. the Disclosure Statement (and exhibits thereto, including the Plan);

f. the Disclosure Statement Order (without exhibits);

g. a pre-addressed, postage pre-paid reply envelope; and

h. any additional documents that the Court has ordered to be made available.

2. Distribution of the Solicitation Package.

The Debtors shall distribute the Solicitation Package by email, where available, and otherwise by first-class mail to those Holders of Claims in the Voting Class. Any party that receives the materials in electronic format but would prefer paper format may contact the Claims, Noticing, and Solicitation Agent by: (a) calling 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (d) emailing MarelliInfo@veritaglobal.com and referencing "Marelli" in the subject line and requesting paper copies of the corresponding materials previously received in electronic format (to be provided at the Debtors' expense).

The Debtors shall serve, or cause to be served via email and/or first class mail, as applicable, all of the materials in the Solicitation Package (excluding the Cover Letter and the Ballot) on the U.S. Trustee and all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 as of the Voting Record Date. In addition, the Debtors shall serve, or cause to be served via email and/or first class mail, as applicable, the Solicitation Package to all Holders of Claims in the Voting Class by September 11, 2026 (or as soon as reasonably practical thereafter), who are entitled to vote, as described in section D below.

3. Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan.

Certain Holders of Claims and Interests that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive only the *Notice of Non-Voting Status for Unimpaired Claims Conclusively Presumed to Accept the Plan*, substantially in the form annexed as Exhibit 2A to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding the Ballot). Certain Holders of Claims and Interests who are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code will receive the *Notice of Non-Voting Status to Holders of Impaired Claims and Interests Deemed to Reject the Plan*, substantially in the form annexed as Exhibit 2B to the Disclosure Statement Order. Such notice will instruct

these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding the Ballot).

4. Notices in Respect of Executory Contracts and Unexpired Leases.

Counterparties to Executory Contracts and Unexpired Leases that receive a *Rejection Notice*, substantially in the forms attached as Exhibit 7 to the Disclosure Statement Order, respectively, may file an objection to the Debtors' proposed rejection. Such objections must be ***actually received*** by the Claims, Noticing, and Solicitation Agent by **October 9, 2026 at 4:00 p.m.**, prevailing Eastern Time.

D. Voting and Tabulation Procedures.

1. **Holders of Claims Entitled to Vote**.

Only the Holders of Claims in the following Voting Class as of the Voting Record Date shall be entitled to vote:

a. Class 4: Holders of Senior Loan Claims

2. **Establishing Claim Amounts for Voting Purposes**.

The Claim amount of Class 4 Senior Loan Claims, for voting purposes only, will be established by reference to the Debtors' applicable books and records and list of record holders maintained by the Administrative Agent (as defined in the Plan), dated as of the Voting Record Date, as evidenced by the applicable records provided by the Administrative Agent to the Debtors, which records shall be provided no later than one (1) Business Day following the Voting Record Date. In the event of any conflict between the Debtors' applicable books and records and the list of record holders maintained by the Administrative Agent, the list of record holders maintained by the Administrative Agent shall control for purposes of determining the amount of any Senior Loan Claim for voting purposes.

3. **Voting and Ballot Tabulation Procedures**.

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors' right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Bankruptcy Local Rules:

a. except as otherwise provided in the Solicitation and Voting Procedures, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors shall reject such Ballot as invalid and, therefore, shall not count it in connection with Confirmation of the Plan;

b. the Debtors will file with the Court by no later than three (3) business days prior to the Confirmation Hearing Date a voting report (the "Voting Report"). The Voting Report shall, among other things, delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or damaged (collectively, in each case, the "Irregular Ballots"). The Voting Report shall indicate the Debtors' intentions with regard to each Irregular Ballot;

c. the method of delivery of Ballots to be sent to the Claims, Noticing, and Solicitation Agent is at the election and risk of each holder, and except as otherwise provided, a Ballot will be deemed delivered only when the Claims, Noticing, and Solicitation Agent actually receives the executed Ballot;

d. an executed Ballot is required to be submitted by the Entity submitting such Ballot. Delivery of a Ballot to the Claims, Noticing, and Solicitation Agent by facsimile will not be valid;

e. no Ballot should be sent to the Debtors, the Debtors' agents (other than the Claims, Noticing, and Solicitation Agent), the Debtors' financial or legal advisors, and if so sent will not be counted;

f. if multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot;

g. Holders must vote all of their Claims within the Voting Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims within the same Class, the applicable Debtor may, in its discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes;

h. a person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims must indicate such capacity when signing and, if required or requested by the Claims, Noticing, and Solicitation Agent, the Debtors, or the Court, must submit proper evidence to so act on behalf of such Holder;

i. the Debtors, subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;

j. neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;

k. unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;

l. in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;

m. subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; provided that any such rejections will be documented in the Voting Report;

n. the following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of such Claim; (ii) any Ballot cast by any Entity that does not hold a Claim in the Voting Class; (iii) any unsigned Ballot or Ballot lacking an original signature; (iv) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (v) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein; and

o. after the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtors.

E. Amendments to the Plan and Solicitation and Voting Procedures.

The Debtors reserve the right to make non-substantive or immaterial changes to the Disclosure Statement, Plan, Ballot, Confirmation Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, if any, and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package before their distribution.

* * * * *

Exhibit 2A

Unimpaired Non-Voting Status Notice

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)

NOTICE OF NON-VOTING STATUS TO HOLDERS
OF UNIMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN

PLEASE TAKE NOTICE THAT on [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order") (a) authorizing Marelli Automotive Lighting USA LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are a Holder or potential Holder of a Claim or Interest against the Debtors that, due to the nature and treatment of such Claim or Interest under the Plan, ***is not entitled to vote on the Plan***. Specifically, under the terms of the Plan, a Holder of a Claim or Interest in a Class that is not Impaired under the Plan and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code is ***not*** entitled to vote on the Plan. Classes 1, 2, 3, and 5 are deemed to vote to accept the Plan and not entitled to vote.

PLEASE TAKE FURTHER NOTICE THAT if you have questions regarding this notice you should contact Kurtzman Carson Consultants LLC dba Verita, the Debtors' claims, noticing, and solicitation agent in the chapter 11 cases (the "Claims, Noticing, and Solicitation Agent"), by: (a) 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; or (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, www.veritaglobal.net/Marelli, or the Court's website at https://www.deb.uscourts.gov/ in accordance with the procedures and fees set forth therein.

---

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' Claims, Noticing, and Solicitation 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 not otherwise defined herein shall have the same meanings ascribed to them in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

WHILE YOU ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, THE OPT IN FORM ATTACHED HERETO PROVIDES YOU WITH THE OPTION TO GRANT THE VOLUNTARY RELEASE CONTAINED IN ARTICLE VIII OF THE PLAN.

PLEASE TAKE FURTHER NOTICE THAT the following provisions are included in the Plan:

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.F CONTAINS THE FOLLOWING THIRD-PARTY RELEASE (THE "THIRD-PARTY RELEASE"):

Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, in exchange for good and valuable consideration, the adequacy and sufficiency of which is hereby confirmed, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each Releasing Party to the maximum extent permitted by Law from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Holder of any Claim or Interest, or that such Releasing Party could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Restructuring Transactions, the Disclosure Statement, the Plan (including the Plan Supplement), the Definitive Documents, the DIP Facilities, the DIP Documents, the Exit Facility Documents, or the negotiation, preparation, formulation or implementation of the foregoing; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the negotiation of and entry into the OEM Accommodation Agreements, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing, taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any commercial Claims arising between two non-Debtor parties in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (ii) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (iii) any Causes of Action specifically retained by the Debtors pursuant to the Retained Causes of Action List to be attached as an exhibit to the Plan Supplement, or (iv) Claims or Causes of Action arising from any act or omission determined by a Final Order to have constituted actual fraud.

Definitions Related to the Third-Party Release under the Plan:

(1) "**Related Party**" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or

manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

(2) "**Released Party**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) with respect to each of the Entities in foregoing clause (a) through the following clause (m), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (m) with respect to each of the Entities in foregoing clause (a) through this clause (m), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that objects to the releases in the Plan or elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan shall not be a "Released Party."

(3) "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) Holders of Claims or Interests who vote to accept the Plan; (m) Holders of Claims or Interests who vote to reject the Plan and are provided with the opportunity to opt out of the releases set forth therein and do not affirmatively opt out of the releases set forth therein; (n) Holders of Claims or Interests that are deemed to accept or deemed to reject the Plan and that affirmatively opt in to the releases set forth therein; (o) Holders of Claims or Interests who abstain from voting on the Plan and that affirmatively opt in to the releases set forth therein; (p) with respect to each of the Entities in the foregoing clauses (a) through the following clause (q), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (q) with respect to each of the Entities in foregoing clause (a) through this clause (q), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that (1) elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan or (2) objects to the releases in the Plan, shall not be a "Releasing Party"[3] for purposes of the Plan.

* * *

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ATTACHED OPT IN FORM WITH RESPECT TO THE THIRD-PARTY RELEASES INCLUDED IN THE PLAN. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN OR ANYTHING STATED HEREIN OR THEREIN, YOU MAY CONTACT THE CLAIMS, NOTICING, AND SOLICITATION AGENT OR DEBTORS' COUNSEL AT THE ADDRESSES PROVIDED BELOW.

[*Remainder of page intentionally left blank*]

[3] For the avoidance of doubt, all releases remain subject to the Independent Investigation.

Dated: [●], 2026
Wilmington, Delaware

/s/DRAFT

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

Co-Counsel for the Debtors and Debtors in Possession

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

OPTIONAL: RELEASE OPT IN FORM

You are receiving this opt in form (the "Opt In Form") because you may be a Holder of a Claim that is not entitled to vote on the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). Holders of Claims may opt in to the Third-Party Release set forth in the Notice by completing and submitting this form on or before **October 9, 2026, at 4:00 p.m.**, prevailing Eastern Time (the "Opt In Deadline"), and such objection is not resolved before confirmation.

If you believe you are a Holder of a Claim with respect to Marelli Automotive Lighting USA LLC or its Debtor Affiliates and choose to opt in to the Third-Party Release set forth in Article VIII.F of the Plan, you may submit your election to opt in through one of the following methods: (i) completing, signing, and returning the Opt In Form via first class mail, overnight courier, or hand delivery to Marelli Ballot Processing Center, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, so that it is actually received by the Claims, Noticing, and Solicitation Agent prior to the Opt In Deadline, or (ii) by submitting the electronic version of your Opt In Form through the e-balloting portal (the "E-Balloting Portal"), which can be accessed via the Debtors' restructuring website, www.veritaglobal.net/Marelli, according to instructions provided below.

Opt In Form

To ensure that your Opt In Form is counted, clearly sign and return your Opt In Form via (a) first class mail, overnight courier, or hand delivery to Marelli Ballot Processing Center, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, or (b) the E-Balloting Portal as instructed below.

THIS OPT IN FORM, WHETHER SUBMITTED IN HARD COPY OR VIA THE E-BALLOTING PORTAL, MUST BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC DBA VERITA (THE "CLAIMS, NOTICING, AND SOLICITATION AGENT") BY OCTOBER 9, 2026, AT 4:00 P.M. PREVAILING EASTERN TIME (THE "OPT IN DEADLINE"). IF THE OPT IN FORM IS RECEIVED AFTER THE OPT IN DEADLINE, IT WILL NOT BE COUNTED.

IF YOU CHOOSE TO SUBMIT YOUR OPT IN FORM VIA THE ONLINE E-BALLOTING PORTAL, YOU SHOULD NOT ALSO RETURN A HARD COPY OF YOUR OPT IN FORM.

Item 1. Important information regarding the Third-Party Release.

YOU MAY ELECT TO OPT IN TO THE RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW. YOUR DECISION TO OPT IN OR NOT OPT IN TO THE THIRD-PARTY RELEASE WILL NOT IMPACT YOUR DISTRIBUTION UNDER THE PLAN:

☐ **By checking this box, you elect to opt in to the Third-Party Releases.**

Article VIII.F of the Plan contains the following Third-Party Release:

Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, in exchange for good and valuable consideration, the adequacy and sufficiency of which is hereby confirmed, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each Releasing Party to the maximum extent permitted by Law from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Holder of any Claim or Interest, or that such Releasing Party could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Restructuring Transactions, the Disclosure Statement, the Plan (including the Plan Supplement), the Definitive Documents, the DIP Facilities, the DIP Documents, the Exit Facility Documents, or the negotiation, preparation, formulation or implementation of the foregoing; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the negotiation of and entry into the OEM Accommodation Agreements, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing, taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any commercial Claims arising between two non-Debtor parties in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (ii) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (iii) any Causes of Action specifically retained by the Debtors pursuant to the Retained Causes of Action List to be attached as an exhibit to the Plan Supplement, or (iv) Claims or Causes of Action arising from any act or omission determined by a Final Order to have constituted actual fraud.

Definitions Related to the Third-Party Release under the Plan:

(1) "**Related Party**" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or

professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

(2) "**Released Party**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) with respect to each of the Entities in foregoing clause (a) through the following clause (m), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (m) with respect to each of the Entities in foregoing clause (a) through this clause (m), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that objects to the releases in the Plan or elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan shall not be a "Released Party."

(3) "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) Holders of Claims or Interests who vote to accept the Plan; (m) Holders of Claims or Interests who vote to reject the Plan and are provided with the opportunity to opt out of the releases set forth therein and do not affirmatively opt out of the releases set forth therein; (n) Holders of Claims or Interests that are deemed to accept or deemed to reject the Plan and that affirmatively opt in to the releases set forth therein; (o) Holders of Claims or Interests who abstain from voting on the Plan and that affirmatively opt in to the releases set forth therein; (p) with respect to each of the Entities in the foregoing clauses (a) through the following clause (q), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (q) with respect to each of the Entities in foregoing clause (a) through this clause (q), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that (1) elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan or (2) objects to the releases in the Plan, shall not be a "Releasing Party" [1] for purposes of the Plan.

[1] For the avoidance of doubt, all releases remain subject to the Independent Investigation.

Item 2. Certifications.

By signing this Opt In Form, the undersigned certifies:

(a) that, as of September 1, 2026, (the "Voting Record Date"), either the undersigned is: (i) a Holder of the Claim(s) in one or more of Classes 1, 2, 3, or 5; or (ii) an authorized signatory for an Entity that is a Holder of the Claim(s) in one or more of Classes 1, 2, 3, or 5;

(b) that the Holder has received a copy of the *Notice of Non-Voting Status to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan* and that this Opt In Form is submitted pursuant to the terms and conditions set forth therein;

(c) that the undersigned has submitted the same respective election concerning the releases with respect to all Claim(s) in a single Class; and

(d) that no other Opt In Form with respect to the amount(s) of these Claim(s) have been submitted or, if any other Opt In Forms have been submitted with respect to such Claims, then any such earlier Opt In Forms are hereby revoked.

Name of Holder:	_____ (Print or Type)
Signature:	_____
Name of Signatory:	_____ (If other than Holder)
Title:	_____
Address:	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

IF YOU WISH TO MAKE THE OPT IN ELECTION, PLEASE (I) COMPLETE, SIGN, AND DATE THIS OPT IN FORM AND RETURN IT PROMPTLY BY REGULAR MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO THE ADDRESS BELOW OR (II) SUBMIT THE ELECTRONIC VERSION OF YOUR OPT IN FORM THROUGH THE E-BALLOTING PORTAL PER INSTRUCTIONS PROVIDED BELOW:

(I) VIA FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:

Marelli Ballot Processing Center

c/o KCC dba Verita

222 N. Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Holders who wish to hand deliver an Opt In Form should send an email via www.veritaglobal.net/Marelli/inquiry at least 24 hours in advance of arrival with the anticipated date and time of delivery.

(II) VIA THE ONLINE PORTAL

Please visit the Debtors' restructuring case website at: **www.veritaglobal.net/Marelli**

Click on the "Submit Opt In Form" section of the website and follow the directions to submit your electronic Opt In Form. You will need the following Unique ID# to access and submit your electronic Opt In Form:

Unique ID#:_____

PIN: _____

If you choose to submit your Opt In Form via the Online Portal, you should not also return a hard copy of your Opt In Form.

Submission via the E-Balloting Portal is the sole manner in which Opt In Forms will be accepted via electronic or online transmission. Opt In Forms submitted by facsimile or email will not be counted.

* * *

Exhibit 2B

Impaired Non-Voting Status Notice

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)

NOTICE OF NON-VOTING STATUS TO HOLDERS
OF IMPAIRED CLAIMS AND INTERESTS DEEMED TO REJECT THE PLAN

PLEASE TAKE NOTICE THAT on [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order") (a) authorizing Marelli Automotive Lighting USA LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are a Holder or potential Holder of a Claim or Interest against the Debtors that, due to the nature and treatment of such Claim or Interest under the Plan, ***is not entitled to vote on the Plan***. Specifically, under the terms of the Plan, as a Holder of a Claim or Interest (as currently asserted against the Debtors) that is receiving no distribution under the Plan, you are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT if you have questions regarding this notice you should contact Kurtzman Carson Consultants LLC dba Verita, the Debtors' solicitation agent in the chapter 11 cases (the "Claims, Noticing, and Solicitation Agent"), by: (a) 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; or (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, www.veritaglobal.net/Marelli, or the Court's website at https://www.deb.uscourts.gov/ in accordance with the procedures and fees set forth therein.

---

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' Claims, Noticing, and Solicitation 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 not otherwise defined herein shall have the same meanings ascribed to them in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

WHILE YOU ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, THE OPT IN FORM ATTACHED HERETO PROVIDES YOU WITH THE OPTION TO GRANT THE VOLUNTARY RELEASE CONTAINED IN ARTICLE VIII OF THE PLAN.

PLEASE TAKE FURTHER NOTICE THAT the following provisions are included in the Plan:

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.F CONTAINS THE FOLLOWING THIRD-PARTY RELEASE (THE "THIRD-PARTY RELEASE"):

Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, in exchange for good and valuable consideration, the adequacy and sufficiency of which is hereby confirmed, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each Releasing Party to the maximum extent permitted by Law from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Holder of any Claim or Interest, or that such Releasing Party could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Restructuring Transactions, the Disclosure Statement, the Plan (including the Plan Supplement), the Definitive Documents, the DIP Facilities, the DIP Documents, the Exit Facility Documents, or the negotiation, preparation, formulation or implementation of the foregoing; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the negotiation of and entry into the OEM Accommodation Agreements, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing, taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any commercial Claims arising between two non-Debtor parties in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (ii) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (iii) any Causes of Action specifically retained by the Debtors pursuant to the Retained Causes of Action List to be attached as an exhibit to the Plan Supplement, or (iv) Claims or Causes of Action arising from any act or omission determined by a Final Order to have constituted actual fraud.

Definitions Related to the Third-Party Release under the Plan:

(1) "**Related Party**" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or

manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

(2) "**Released Party**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) with respect to each of the Entities in foregoing clause (a) through the following clause (m), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (m) with respect to each of the Entities in foregoing clause (a) through this clause (m), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that objects to the releases in the Plan or elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan shall not be a "Released Party."

(3) "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) Holders of Claims or Interests who vote to accept the Plan; (m) Holders of Claims or Interests who vote to reject the Plan and are provided with the opportunity to opt out of the releases set forth therein and do not affirmatively opt out of the releases set forth therein; (n) Holders of Claims or Interests that are deemed to accept or deemed to reject the Plan and that affirmatively opt in to the releases set forth therein; (o) Holders of Claims or Interests who abstain from voting on the Plan and that affirmatively opt in to the releases set forth therein; (p) with respect to each of the Entities in the foregoing clauses (a) through the following clause (q), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (q) with respect to each of the Entities in foregoing clause (a) through this clause (q), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that (1) elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan or (2) objects to the releases in the Plan, shall not be a "Releasing Party"[3] for purposes of the Plan.

* * *

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ATTACHED OPT IN FORM WITH RESPECT TO THE THIRD-PARTY RELEASES INCLUDED IN THE PLAN. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN OR ANYTHING STATED HEREIN OR THEREIN, YOU MAY CONTACT THE CLAIMS, NOTICING, AND SOLICITATION AGENT OR DEBTORS' COUNSEL AT THE ADDRESSES PROVIDED BELOW.

[*Remainder of page intentionally left blank*]

[3] For the avoidance of doubt, all releases remain subject to the Independent Investigation.

Dated: [●], 2026
Wilmington, Delaware

/s/DRAFT

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

Co-Counsel for the Debtors and Debtors in Possession

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

OPTIONAL: RELEASE OPT IN FORM

You are receiving this opt in form (the "Opt In Form") because you may be a Holder of a Claim that is not entitled to vote on the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). Holders of Claims may opt in to the Third-Party Release set forth in the Notice by completing and submitting this form on or before **October 9, 2026, at 4:00 p.m.**, prevailing Eastern Time (the "Opt In Deadline"), and such objection is not resolved before confirmation.

If you believe you are a Holder of a Claim with respect to Marelli Automotive Lighting USA LLC or its Debtor Affiliates and choose to opt in to the Third-Party Release set forth in Article VIII.F of the Plan, you may submit your election to opt in through one of the following methods: (i) completing, signing, and returning the Opt In Form via first class mail, overnight courier, or hand delivery to Marelli Ballot Processing Center, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, so that it is actually received by the Claims, Noticing, and Solicitation Agent prior to the Opt In Deadline, or (ii) by submitting the electronic version of your Opt In Form through the e-balloting portal (the "E-Balloting Portal"), which can be accessed via the Debtors' restructuring website, www.veritaglobal.net/Marelli, according to instructions provided below.

Opt In Form

To ensure that your Opt In Form is counted, clearly sign and return your Opt In Form via (a) first class mail, overnight courier, or hand delivery to Marelli Ballot Processing Center, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, or (b) the E-Balloting Portal as instructed below.

THIS OPT IN FORM, WHETHER SUBMITTED IN HARD COPY OR VIA THE E-BALLOTING PORTAL, MUST BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC DBA VERITA (THE "CLAIMS, NOTICING, AND SOLICITATION AGENT") BY OCTOBER 9, 2026, AT 4:00 P.M. PREVAILING EASTERN TIME (THE "OPT IN DEADLINE"). IF THE OPT IN FORM IS RECEIVED AFTER THE OPT IN DEADLINE, IT WILL NOT BE COUNTED.

IF YOU CHOOSE TO SUBMIT YOUR OPT IN FORM VIA THE ONLINE E-BALLOTING PORTAL, YOU SHOULD NOT ALSO RETURN A HARD COPY OF YOUR OPT IN FORM.

Item 1. **Important information regarding the Third-Party Release.**

YOU MAY ELECT TO OPT IN TO THE RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW. YOUR DECISION TO OPT IN OR NOT OPT IN TO THE THIRD-PARTY RELEASE WILL NOT IMPACT YOUR DISTRIBUTION UNDER THE PLAN:

☐ **By checking this box, you elect to opt in to the Third-Party Releases.**

Article VIII.F of the Plan contains the following Third-Party Release:

Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, in exchange for good and valuable consideration, the adequacy and sufficiency of which is hereby confirmed, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each Releasing Party to the maximum extent permitted by Law from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Holder of any Claim or Interest, or that such Releasing Party could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Restructuring Transactions, the Disclosure Statement, the Plan (including the Plan Supplement), the Definitive Documents, the DIP Facilities, the DIP Documents, the Exit Facility Documents, or the negotiation, preparation, formulation or implementation of the foregoing; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the negotiation of and entry into the OEM Accommodation Agreements, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing, taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any commercial Claims arising between two non-Debtor parties in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (ii) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (iii) any Causes of Action specifically retained by the Debtors pursuant to the Retained Causes of Action List to be attached as an exhibit to the Plan Supplement, or (iv) Claims or Causes of Action arising from any act or omission determined by a Final Order to have constituted actual fraud.

Definitions Related to the Third-Party Release under the Plan:

(1) "**Related Party**" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or

professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

(2) "**Released Party**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) with respect to each of the Entities in foregoing clause (a) through the following clause (m), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (m) with respect to each of the Entities in foregoing clause (a) through this clause (m), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that objects to the releases in the Plan or elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan shall not be a "Released Party."

(3) "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) Holders of Claims or Interests who vote to accept the Plan; (m) Holders of Claims or Interests who vote to reject the Plan and are provided with the opportunity to opt out of the releases set forth therein and do not affirmatively opt out of the releases set forth therein; (n) Holders of Claims or Interests that are deemed to accept or deemed to reject the Plan and that affirmatively opt in to the releases set forth therein; (o) Holders of Claims or Interests who abstain from voting on the Plan and that affirmatively opt in to the releases set forth therein; (p) with respect to each of the Entities in the foregoing clauses (a) through the following clause (q), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (q) with respect to each of the Entities in foregoing clause (a) through this clause (q), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that (1) elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan or (2) objects to the releases in the Plan, shall not be a "Releasing Party" [1] for purposes of the Plan.

[1] For the avoidance of doubt, all releases remain subject to the Independent Investigation.

Item 2. Certifications.

By signing this Opt In Form, the undersigned certifies:

(a) that, as of September 1, 2026 (the "Voting Record Date"), either the undersigned is (i) a Holder of Claim(s) or Interests in one or more of Classes 8, 9, or 10 or (ii) an authorized signatory for an Entity that is a Holder of Claim(s) or Interests in one or more of Classes 8, 9, or 10;

(b) that the Holder has received a copy of the *Notice of Non-Voting Status to Holders of Impaired Claims and Interests Deemed to Reject the Plan* and that this Opt In Form is submitted pursuant to the terms and conditions set forth therein;

(c) that the undersigned has submitted the same respective election concerning the releases with respect to all Claim(s) or Interests in a single Class; and

(d) that no other Opt In Form with respect to the amount(s) of these Claim(s) or Interests have been submitted or, if any other Opt In Forms have been submitted with respect to such Claim(s) or Interests, then any such earlier Opt In Forms are hereby revoked.

Name of Holder:	_____ (Print or Type)
Signature:	_____
Name of Signatory:	_____ (If other than Holder)
Title:	_____
Address:	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

IF YOU WISH TO MAKE THE OPT IN ELECTION, PLEASE (I) COMPLETE, SIGN, AND DATE THIS OPT IN FORM AND RETURN IT PROMPTLY BY REGULAR MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO THE ADDRESS BELOW OR (II) SUBMIT THE ELECTRONIC VERSION OF YOUR OPT IN FORM THROUGH THE E-BALLOTING PORTAL PER INSTRUCTIONS PROVIDED BELOW:

(I) VIA FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:

Marelli Ballot Processing Center

c/o KCC dba Verita

222 N. Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Holders who wish to hand deliver an Opt In Form should send an email via www.veritaglobal.net/Marelli/inquiry at least 24 hours in advance of arrival with the anticipated date and time of delivery.

(II) VIA THE ONLINE PORTAL

Please visit the Debtors' restructuring case website at: **www.veritaglobal.net/Marelli**.

Click on the "Submit Opt In Form" section of the website and follow the directions to submit your electronic Opt In Form. You will need the following Unique ID# to access and submit your electronic Opt In Form:

Unique ID#:_____

PIN: _____

If you choose to submit your Opt In Form via the Online Portal, you should not also return a hard copy of your Opt In Form.

Submission via the E-Balloting Portal is the sole manner in which Opt In Forms will be accepted via electronic or online transmission. Opt In Forms submitted by facsimile or email will not be counted.

* * *

Exhibit 2C

Notice to Disputed Claim Holders

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)

NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT on [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order") (a) authorizing Marelli Automotive Lighting USA LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are the Holder of a Claim that is subject to a pending objection by the Debtors. **You are not entitled to vote any disputed portion of your Claim on the Plan unless one or more of the following events have taken place before a date that is two (2) business days before the Voting Deadline** (each, a "Resolution Event"):

1. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;

2. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;

3. a stipulation or other agreement is executed between the Holder of such Claim and the Debtors temporarily allowing the Holder of such Claim to vote its Claim in an agreed upon amount; *provided* that to, the extent material, the Debtors shall execute such agreement in consultation with the Required Consenting Lenders; or

4. the pending objection to such Claim is voluntarily withdrawn by the objecting party.

PLEASE TAKE FURTHER NOTICE THAT if a Resolution Event occurs, then no later than three (3) business days (or one (1) business day if such Resolution Event occurs within one week of the Voting Deadline) thereafter, the Claims, Noticing, and Solicitation Agent shall distribute a ballot to you, which must be

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' Claims, Noticing, and Solicitation 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 not otherwise defined herein shall have the same meanings ascribed to them in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

returned to the Claims, Noticing, and Solicitation Agent no later than the Voting Deadline, which is on **October 9, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE THAT if you have questions regarding this notice you should contact Kurtzman Carson Consultants LLC dba Verita, the Debtors' claims, noticing, and solicitation agent in the chapter 11 cases (the "Claims, Noticing, and Solicitation Agent"), by: (a) 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; or (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, www.veritaglobal.net/Marelli, or the Court's website at https://www.deb.uscourts.gov/ in accordance with the procedures and fees set forth therein.

WHILE YOU ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, THE OPT IN FORM ATTACHED HERETO PROVIDES YOU WITH THE OPTION TO GRANT THE VOLUNTARY RELEASE CONTAINED IN ARTICLE VIII OF THE PLAN.

PLEASE TAKE FURTHER NOTICE THAT the following provisions are included in the Plan:

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.F CONTAINS THE FOLLOWING THIRD-PARTY RELEASE (THE "THIRD-PARTY RELEASE"):

Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, in exchange for good and valuable consideration, the adequacy and sufficiency of which is hereby confirmed, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each Releasing Party to the maximum extent permitted by Law from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Holder of any Claim or Interest, or that such Releasing Party could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Restructuring Transactions, the Disclosure Statement, the Plan (including the Plan Supplement), the Definitive Documents, the DIP Facilities, the DIP Documents, the Exit Facility Documents, or the negotiation, preparation, formulation or implementation of the foregoing; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the negotiation of and entry into the OEM Accommodation Agreements, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing, taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any commercial Claims arising between two non-Debtor parties in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (ii) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (iii) any Causes of Action specifically retained by the Debtors pursuant to the Retained Causes of Action List to be attached as an exhibit to the Plan Supplement, or

(iv) Claims or Causes of Action arising from any act or omission determined by a Final Order to have constituted actual fraud.

Definitions Related to the Third-Party Release under the Plan:

(1) "**Related Party**" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

(2) "**Released Party**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) with respect to each of the Entities in foregoing clause (a) through the following clause (m), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (m) with respect to each of the Entities in foregoing clause (a) through this clause (m), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that objects to the releases in the Plan or elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan shall not be a "Released Party."

(3) "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) Holders of Claims or Interests who vote to accept the Plan; (m) Holders of Claims or Interests who vote to reject the Plan and are provided with the opportunity to opt out of the releases set forth therein and do not affirmatively opt out of the releases set forth therein; (n) Holders of Claims or Interests that are deemed to accept or deemed to reject the Plan and that affirmatively opt in to the releases set forth therein; (o) Holders of Claims or Interests who abstain from voting on the Plan and that affirmatively opt in to the releases set forth therein; (p) with respect to each of the Entities in the foregoing clauses (a) through the following clause (q), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (q) with respect to each of the Entities in foregoing clause (a) through this clause (q), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that (1) elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan or (2) objects to the releases in the Plan, shall not be a "Releasing Party"[3] for purposes of the Plan.

* * *

[3] For the avoidance of doubt, all releases remain subject to the Independent Investigation.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ATTACHED OPT IN FORM WITH RESPECT TO THE THIRD-PARTY RELEASES INCLUDED IN THE PLAN. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN OR ANYTHING STATED HEREIN OR THEREIN, YOU MAY CONTACT THE CLAIMS, NOTICING, AND SOLICITATION AGENT OR DEBTORS' COUNSEL AT THE ADDRESSES PROVIDED BELOW.

Dated: [●], 2026
Wilmington, Delaware

/s/DRAFT

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

Co-Counsel for the Debtors and Debtors in Possession

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

OPTIONAL: RELEASE OPT IN FORM

You are receiving this opt in form (the "Opt In Form") because you may be a Holder of a Claim that is not entitled to vote on the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). Holders of Claims may opt in to the Third-Party Release set forth in the Notice by completing and submitting this form on or before **October 9, 2026, at 4:00 p.m.**, prevailing Eastern Time (the "Opt In Deadline"), and such objection is not resolved before confirmation.

If you believe you are a Holder of a Claim with respect to Marelli Automotive Lighting USA LLC or its Debtor Affiliates and choose to opt in to the Third-Party Release set forth in Article VIII.F of the Plan, you may submit your election to opt in through one of the following methods: (i) completing, signing, and returning the Opt In Form via first class mail, overnight courier, or hand delivery to Marelli Ballot Processing Center, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, so that it is actually received by the Claims, Noticing, and Solicitation Agent prior to the Opt In Deadline, or (ii) by submitting the electronic version of your Opt In Form through the e-balloting portal (the "E-Balloting Portal"), which can be accessed via the Debtors' restructuring website, www.veritaglobal.net/Marelli, according to instructions provided below.

Opt In Form

To ensure that your Opt In Form is counted, clearly sign and return your Opt In Form via (a) first class mail, overnight courier, or hand delivery to Marelli Ballot Processing Center, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, or (b) the E-Balloting Portal as instructed below.

THIS OPT IN FORM, WHETHER SUBMITTED IN HARD COPY OR VIA THE E-BALLOTING PORTAL, MUST BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC DBA VERITA (THE "CLAIMS, NOTICING, AND SOLICITATION AGENT") BY OCTOBER 9, 2026, AT 4:00 P.M. PREVAILING EASTERN TIME (THE "OPT IN DEADLINE"). IF THE OPT IN FORM IS RECEIVED AFTER THE OPT IN DEADLINE, IT WILL NOT BE COUNTED.

IF YOU CHOOSE TO SUBMIT YOUR OPT IN FORM VIA THE ONLINE E-BALLOTING PORTAL, YOU SHOULD NOT ALSO RETURN A HARD COPY OF YOUR OPT IN FORM.

Item 1. Important information regarding the Third-Party Release.

YOU MAY ELECT TO OPT IN TO THE RELEASE CONTAINED IN ARTICLE VIII.F OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW. YOUR DECISION TO OPT IN OR NOT OPT IN TO THE THIRD-PARTY RELEASE WILL NOT IMPACT YOUR DISTRIBUTION UNDER THE PLAN:

☐ **By checking this box, you elect to opt in to the Third-Party Releases.**

Article VIII.F of the Plan contains the following Third-Party Release:

Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, in exchange for good and valuable consideration, the adequacy and sufficiency of which is hereby confirmed, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each Releasing Party to the maximum extent permitted by Law from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Holder of any Claim or Interest, or that such Releasing Party could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Restructuring Transactions, the Disclosure Statement, the Plan (including the Plan Supplement), the Definitive Documents, the DIP Facilities, the DIP Documents, the Exit Facility Documents, or the negotiation, preparation, formulation or implementation of the foregoing; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the negotiation of and entry into the OEM Accommodation Agreements, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing, taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any commercial Claims arising between two non-Debtor parties in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (ii) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan

Supplement) executed to implement the Plan, (iii) any Causes of Action specifically retained by the Debtors pursuant to the Retained Causes of Action List to be attached as an exhibit to the Plan Supplement, or (iv) Claims or Causes of Action arising from any act or omission determined by a Final Order to have constituted actual fraud.

Definitions Related to the Third-Party Release under the Plan:

(1) "**Related Party**" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

(2) "**Released Party**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) with respect to each of the Entities in foregoing clause (a) through the following clause (m), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (m) with respect to each of the Entities in foregoing clause (a) through this clause (m), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that objects to the releases in the Plan or elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan shall not be a "Released Party."

(3) "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) Holders of Claims or Interests who vote to accept the Plan; (m) Holders of Claims or Interests who vote to reject the Plan and are provided with the opportunity to opt out of the releases set forth therein and do not affirmatively opt out of the releases set forth therein; (n) Holders of Claims or Interests that are deemed to accept or deemed to reject the Plan and that affirmatively opt in to the releases set forth therein; (o) Holders of Claims or Interests who abstain from voting on the Plan and that affirmatively opt in to the releases set forth therein; (p) with respect to each of the Entities in the foregoing clauses (a) through the following clause (q), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (q) with respect to each of the Entities in foregoing clause (a) through this clause (q), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that (1) elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan or (2) objects to the releases in the Plan, shall not be a "Releasing Party"[1] for purposes of the Plan.

[1] For the avoidance of doubt, all releases remain subject to the Independent Investigation.

Item 2. Certifications.

By signing this Opt In Form, the undersigned certifies:

(a) that, as of September 1, 2026 (the "Voting Record Date"), either the undersigned is (i) a Holder of a Claim against the Debtors that is not entitled to vote on the Plan or (ii) an authorized signatory for an Entity that is a Holder of a Claim against the Debtors that is not entitled to vote on the Plan;

(b) that the Holder has received a copy of the *Notice of Non-Voting Status with Respect to Disputed Claims* and that this Opt In Form is submitted pursuant to the terms and conditions set forth therein;

(c) that the undersigned has submitted the same respective election concerning the releases with respect to all Claims in a single Class; and

(d) that no other Opt In Form with respect to these Claim(s) has been submitted or, if any other Opt In Forms have been submitted with respect to such Claim(s), then any such earlier Opt In Forms are hereby revoked.

Name of Holder:	_____ (Print or Type)
Signature:	_____
Name of Signatory:	_____ (If other than Holder)
Title:	_____
Address:	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

IF YOU WISH TO MAKE THE OPT IN ELECTION, PLEASE (I) COMPLETE, SIGN, AND DATE THIS OPT IN FORM AND RETURN IT PROMPTLY BY REGULAR MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO THE ADDRESS BELOW OR (II) SUBMIT THE ELECTRONIC VERSION OF YOUR OPT IN FORM THROUGH THE E-BALLOTING PORTAL PER INSTRUCTIONS PROVIDED BELOW:

(I) VIA FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:

Marelli Ballot Processing Center

c/o KCC dba Verita

222 N. Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Holders who wish to hand deliver an Opt In Form should send an email via www.veritaglobal.net/Marelli/inquiry at least 24 hours in advance of arrival with the anticipated date and time of delivery.

(II) VIA THE ONLINE PORTAL

Please visit the Debtors' restructuring case website at: **www.veritaglobal.net/Marelli**.

Click on the "Submit Opt In Form" section of the website and follow the directions to submit your electronic Opt In Form. You will need the following Unique ID# to access and submit your electronic Opt In Form:

Unique ID#:_____

PIN: _____

If you choose to submit your Opt In Form via the Online Portal, you should not also return a hard copy of your Opt In Form.

Submission via the E-Balloting Portal is the sole manner in which Opt In Forms will be accepted via electronic or online transmission. Opt In Forms submitted by facsimile or email will not be counted.

* * *

Exhibit 3

Class 4 Ballot (Senior Loan Claims)

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)

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT PLAN OF REORGANIZATION OF MARELLI AUTOMOTIVE LIGHTING USA LLC AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4 SENIOR LOAN CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS, NOTICING, AND SOLICITATION AGENT BY OCTOBER 9, 2026, AT 4:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE").

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes in accordance with title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), to accept or reject the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified from time to time, the "Plan"), attached as Exhibit A to the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, the "Disclosure Statement") from Holders of Claims in Class 4 (the "Voting Class").

Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two thirds in amount and more than one-half in number of Claims in that Voting Class vote to accept the Plan. The Court may confirm the Plan, which contemplates effectuating the Restructuring Transactions, if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code, and the Plan then would be binding on all Holders of Allowed Claims in the Voting Class, among others. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this ballot (the "Ballot") because you are the Holder (as defined below) of a Class 4 Senior Loan Claim as of **September 1, 2026** (the "Voting Record Date"). **For additional discussion of the treatment of your Claims under the Plan and the rights of Holders of Class 4 Senior Loan Claims under the Plan, please read the Disclosure Statement.**

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' Claims, Noticing, and Solicitation 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.

The rights and treatment for each Class are described in the Disclosure Statement, which is included in the package (the "Solicitation Package") you are receiving with this Ballot. If you have any questions regarding this Ballot or the voting procedures, please contact the Claims, Noticing, and Solicitation Agent by: (a) 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (d) emailing MarelliInfo@veritaglobal.com and referencing "Marelli" in the subject line.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, please contact the Claims, Noticing, and Solicitation Agent ***immediately*** at the email address set forth above.

The Court may confirm the Plan and thereby bind all Holders of Claims and Interests. To have your vote count as either an acceptance or rejection of the Plan, you must complete and return this Ballot so that the Claims, Noticing, and Solicitation Agent ***actually receives*** it on or before the Voting Deadline.

THE VOTING DEADLINE IS ON OCTOBER 9, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME).

Item 1. Amount of Senior Loan Claims.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of Class 4 Senior Loan Claim(s) in the following aggregate principal amount (*please fill in the amount if not otherwise completed*):

Amount of Claim(s): $_____

Item 2. Recovery.

On the Effective Date, except to the extent that a Holder of an Allowed Senior Loan Claim agrees to a less favorable treatment: (i) each Non-Participating Senior Lender shall, on account of such Holder's Allowed Senior Loan Claim, receive Cash in an amount equal to 11.00% of the principal amount of such Holder's Allowed Senior Loan Claim; and (ii) each Participating Senior Lender shall waive any recovery on account of such Holder's Allowed Senior Loan Claim. For the avoidance of doubt, the recovery set forth for this Class 4 shall be the only recovery for Senior Loan Claims and Holders of Senior Loan Claims shall not be entitled to treatment in any other Class, including, for the avoidance of doubt, on account of any purported deficiency claim.

Item 3. Vote on Plan.

The Holder of the Claims against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 3 above.

[*Remainder of page intentionally left blank; continued next page.*]

Item 4. Important information regarding the Third-Party Release.

Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, in exchange for good and valuable consideration, the adequacy and sufficiency of which is hereby confirmed, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each Releasing Party to the maximum extent permitted by Law from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Holder of any Claim or Interest, or that such Releasing Party could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Restructuring Transactions, the Disclosure Statement, the Plan (including the Plan Supplement), the Definitive Documents, the DIP Facilities, the DIP Documents, the Exit Facility Documents, or the negotiation, preparation, formulation or implementation of the foregoing; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the negotiation of and entry into the OEM Accommodation Agreements, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing, taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any commercial Claims arising between two non-Debtor parties in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (ii) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (iii) any Causes of Action specifically retained by the Debtors pursuant to the Retained Causes of Action List to be attached as an exhibit to the Plan Supplement, or (iv) Claims or Causes of Action arising from any act or omission determined by a Final Order to have constituted actual fraud.

Definitions Related to the Third-Party Release under the Plan:

(1) "**Related Party**" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

(2) "**Released Party**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) with respect to

each of the Entities in foregoing clause (a) through the following clause (m), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (m) with respect to each of the Entities in foregoing clause (a) through this clause (m), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that objects to the releases in the Plan or elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan shall not be a "Released Party."

(3) "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) Holders of Claims or Interests who vote to accept the Plan; (m) Holders of Claims or Interests who vote to reject the Plan and are provided with the opportunity to opt out of the releases set forth therein and do not affirmatively opt out of the releases set forth therein; (n) Holders of Claims or Interests that are deemed to accept or deemed to reject the Plan and that affirmatively opt in to the releases set forth therein; (o) Holders of Claims or Interests who abstain from voting on the Plan and that affirmatively opt in to the releases set forth therein; (p) with respect to each of the Entities in the foregoing clauses (a) through the following clause (q), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (q) with respect to each of the Entities in foregoing clause (a) through this clause (q), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that (1) elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan or (2) objects to the releases in the Plan, shall not be a "Releasing Party"[2] for purposes of the Plan.

YOUR DECISION TO OPT OUT OR NOT OPT OUT OF THE THIRD-PARTY RELEASE WILL NOT IMPACT YOUR DISTRIBUTION UNDER THE PLAN.

The Holder of the Claims against the Debtors set forth in Item 1 elects to:

☐ **<u>OPT OUT OF</u> the Third-Party Release**

[2] For the avoidance of doubt, all releases remain subject to the Independent Investigation.

Item 5. Certifications.

By signing this Ballot the undersigned certifies that:

1. the undersigned is (a) the Holder of the Class 4 Senior Loan Claim(s) being voted or (b) the authorized signatory for the entity that is the Holder of such Claim(s);

2. the undersigned has received a copy of the solicitation materials, including the Plan and the Disclosure Statement, and acknowledges that the undersigned's vote as set forth on this Ballot is subject to the terms and conditions set forth therein and herein;

3. the undersigned has cast the same vote with respect to all of its Class 4 Senior Loan Claim(s) in connection with the Plan; and

4. (a) no other Ballot with respect to the same Class 4 Senior Loan Claim(s) has been cast or (b) if any other Ballot has been cast with respect to such Class 4 Senior Loan Claim(s), then any such earlier Ballots are hereby revoked and deemed to be null and void.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	

THE VOTING DEADLINE IS OCTOBER 9, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME).

THE CLAIMS, NOTICING, AND SOLICITATION AGENT MUST ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE THE VOTING DEADLINE.

RETURN INSTRUCTIONS

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS, NOTICING, AND SOLICITATION AGENT PRIOR TO THE VOTING DEADLINE. YOU MAY SUBMIT YOUR BALLOT VIA FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

Marelli Ballot Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

ALTERNATIVELY,
YOU CAN SUBMIT YOUR BALLOT ELECTRONICALLY VIA THE E-BALLOT PORTAL (AN "E-BALLOT") BY VISITING:

www.veritaglobal.net/Marelli (the "E-Ballot Portal").

Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your E-BALLOT.

Parties that submit their Ballot using the E-Ballot Portal should NOT also submit a paper Ballot. Ballots submitted via facsimile or email will not be counted.

IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE YOUR CUSTOMIZED ELECTRONIC BALLOT.

UNIQUE ID#: _____

PIN#: _____

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT 877-606-7509 (USA OR CANADA) OR +1 310-751-2626 (INTERNATIONAL) OR EMAIL MARELLIINFO@VERITAGLOBAL.COM.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

This Ballot contains voting options with respect to the Plan.

1. To ensure that your vote is counted, this Ballot must be properly completed, executed, and delivered (a) via first-class mail, overnight courier, or hand delivery to Marelli Ballot Processing Center, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or (b) via the Claims, Noticing, and Solicitation Agent's E-Ballot Portal at www.veritaglobal.net/Marelli, so that this Ballot is actually received by the Claims, Noticing, and Solicitation Agent on or before the Voting Deadline, 4:00 p.m. prevailing Eastern Time on **October 9, 2026**.

2. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan or is improperly signed and returned will NOT be counted unless the Debtors otherwise determine.

3. To vote, you MUST deliver your completed Ballot (whether via first-class mail, overnight courtier, hand delivery, or E-Ballot Portal to the Claims, Noticing, and Solicitation Agent) so that it is ACTUALLY RECEIVED by the Claims, Noticing, and Solicitation Agent on or before the Voting Deadline by one of the methods described above. **The Voting Deadline is 4:00 p.m. prevailing Eastern Time on October 9, 2026**.

4. Any Ballot received by the Claims, Noticing, and Solicitation Agent after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Debtors determine otherwise. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtors' prior written consent.

5. Delivery of a Ballot reflecting your vote to the Claims, Noticing, and Solicitation Agent will be deemed to have occurred only when the Claims, Noticing, and Solicitation Agent actually receives your paper Ballot or E-Ballot. In all cases, you should allow sufficient time to assure timely delivery.

6. If you deliver multiple Ballots to the Claims, Noticing, and Solicitation Agent with respect to the same Claim(s), ONLY the last properly executed Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).

7. You must vote all of your Claims in the Voting Class either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Claims in the Voting Class, the Debtors may direct the Claims, Noticing, and Solicitation Agent to aggregate those Claims for the purpose of counting votes.

8. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim, in the Debtors' chapter 11 cases.

9. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.

10. SIGN AND DATE your Ballot.[1] In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

---

[1] If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims, Noticing, and Solicitation Agent, the Debtors, the Debtors' counsel, or the Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

11. If your Claim or Interest is held in multiple accounts, you may receive more than one Ballot coded for each such account for which your Claims are held. Each Ballot votes only your Claims indicated on that Ballot. Accordingly, complete and return each Ballot you receive.

PLEASE RETURN YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE EMAIL THE CLAIMS, NOTICING, AND SOLICITATION AGENT AT MARELLIINFO@VERITAGLOBAL.COM AND REFERENCE "IN RE: MARELLI - SOLICITATION INQUIRY" IN THE SUBJECT LINE.

THE VOTING DEADLINE IS OCTOBER 9, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME).

THE CLAIMS, NOTICING, AND SOLICITATION AGENT MUST ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE THE VOTING DEADLINE

Exhibit 4

Cover Letter



[●], 2026

Via First-Class Mail

RE: Marelli Automotive Lighting USA LLC, *et al.*,
Chapter 11 Cases No. 25-11034 (CTG) (Jointly Administered)

Dear Holders of Claims entitled to vote on the Plan,

You have received this letter and the enclosed materials because you are entitled to vote on the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the "Plan").[1]

Marelli Automotive Lighting USA LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Court") on June 11, 2025.

On [●], 2026, the Court entered the *Order Approving (I) the Adequacy of the Disclosure Statement, (II) the Solicitation and Voting Procedures, (III) the Form of Ballot and Notices in Connection Therewith, and (IV) Certain Dates With Respect Thereto* [Docket No. [●]] (the "Disclosure Statement Order"): (a) authorizing the Debtors to solicit acceptances for the Plan; (b) approving the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Package"); and (d) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

YOU ARE RECEIVING THIS LETTER BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN. THEREFORE, YOU SHOULD READ THIS LETTER CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

In addition to this cover letter, the enclosed materials comprise your Solicitation Package and were approved by the Court for distribution to Holders of Claims in connection with the solicitation of votes to accept the Plan. The Solicitation Package consists of the following, as applicable:

1. a copy of the Solicitation and Voting Procedures;

2. a Ballot, together with detailed voting instructions, instructions on how to submit the Ballot, and a pre-addressed, postage prepaid return envelope;[2]

---

[1] Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

[2] The Debtors will provide pre-addressed, postage pre-paid reply envelopes only to those holders who receive a Ballot directly from the Debtors.

3. this letter;

4. the Confirmation Hearing Notice;

5. the Disclosure Statement as approved by the Court (and exhibits thereto, including the Plan);

6. the Disclosure Statement Order (without exhibits, except for the Solicitation and Voting Procedures); and

7. any additional documents that the Court has ordered to be made available to Holders of Claims in the Voting Class.

The Debtors have approved the filing of the Plan and the solicitation of votes to accept the Plan. The Debtors believe that the acceptance of the Plan is in the best interests of their estates, Holders of Claims, and all other parties in interest. Moreover, the Debtors believe that any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses, which, in turn, likely would result in smaller distributions (or no distributions) on account of Claims asserted in the chapter 11 cases.

THE DEBTORS STRONGLY URGE YOU TO PROPERLY AND TIMELY SUBMIT YOUR BALLOT CASTING A VOTE TO ACCEPT THE PLAN IN ACCORDANCE WITH THE INSTRUCTIONS IN YOUR BALLOT.

THE VOTING DEADLINE IS OCTOBER 9, 2026, AT 4:00 P.M. (PREVAILING EASTERN TIME).

The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions, however, please feel free to contact Kurtzman Carson Consultants LLC dba Verita, the claims, noticing, and solicitation agent retained by the Debtors in the chapter 11 cases ("Verita"), by: (a) calling 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (d) emailing MarelliInfo@veritaglobal.com and referencing "Marelli" in the subject line. You may also obtain copies of any pleadings filed in the chapter 11 cases for a fee via PACER on the Court's website at: https://www.deb.uscourts.gov/.

Please be advised that Verita is authorized to answer questions about, and provide additional copies of, the Solicitation Packages, but may ***not*** advise you as to whether you should vote to accept or reject the Plan or provide any legal advice.

Sincerely,

Marelli Automotive Lighting USA LLC, on its own behalf and for each of the Debtors

/s/ DRAFT
[●]
[●]

Exhibit 5

Confirmation Hearing Notice

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)

NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN FILED BY THE DEBTORS AND RELATED VOTING AND OBJECTION DEADLINE

PLEASE TAKE NOTICE THAT on [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order") (a) authorizing Marelli Automotive Lighting USA LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan will commence on **October 16, 2026, at [●] a./p.m., (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard (the "Confirmation Hearing") before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, 824 Market Street N., Third Floor, Wilmington, DE 19801.

Voting Record Date. The voting record date (the "Voting Record Date") for purposes of determining (a) which Holders of Claims are entitled to vote on the Plan and (b) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim is **September 1, 2026**.

Voting Deadline. If you held a Claim against the Debtors as of the Voting Record Date and are entitled to vote on the Plan, you have received a Ballot and voting instructions appropriate for your Claim(s). For your vote to be counted in connection with Confirmation of the Plan, you must follow the appropriate voting instructions, complete all required information on the Ballot, as applicable, and execute and return the completed Ballot so that it is actually received by the Claims, Noticing, and Solicitation Agent in accordance with the voting instructions by **October 9, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the Plan.

Objection Deadline. The Court has established **October 9, 2026, at 4:00 p.m. (prevailing Eastern Time)**, as the deadline for filing and serving objections to the Confirmation of the Plan (the "Plan Objection Deadline"). Any

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' Claims, Noticing, and Solicitation 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 not otherwise defined herein shall have the same meanings ascribed to them in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the legal and factual basis for and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

<table>
<tr><th colspan="2">Co-Counsel to the Debtors</th></tr>
<tr><td>Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg, Nicholas M. Adzima, and Evan Swager

-and-

333 West Wolf Point Plaza
Chicago, Illinois 60654
Attn: Ross M. Kwasteniet and Spencer A. Winters</td><td>Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899 (Courier 19801)
Attn: Laura Davis Jones, Timothy P. Cairns, and Edward A. Corma</td></tr>
<tr><th colspan="2">Co-Counsel to the Ad Hoc Group of Senior Lenders</th></tr>
<tr><td>Akin Gump Strauss Hauer & Feld LLP
2001 K Street NW, Washington, D.C., 20006
Attn: Scott Alberino, Kate Doorley, and Alexander F. Antypas

-and-

One Bryant Park
New York, New York 10036
Attn: Ira S. Dizengoff and Anna Kordas</td><td>Cole Schotz P.C.
500 Delaware Avenue, Suite 600,
Wilmington, Delaware 19801
Attn: Justin R. Alberto and Stacy L. Newman</td></tr>
<tr><th colspan="2">United States Trustee</th></tr>
<tr><td colspan="2">Office of the United States Trustee for the District of Delaware
844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801
Attn: Jane Leamy</td></tr>
<tr><th>Counsel to Mizuho Bank, Ltd, in all capacities other than as Prepetition Agent</th><th>Counsel to Mizuho Bank, Ltd., in its capacity as the Prepetition Agent</th></tr>
<tr><td>Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Timothy Graulich and Richard J. Steinberg</td><td>Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, Delaware 19801
Attn: Robert S. Brady and Andrew L. Magaziner</td></tr>
<tr><th colspan="2">Counsel to the DIP Agent</th></tr>
<tr><td colspan="2">Mayer Brown LLP
1221 Avenue of the Americas
New York, New York 10020-1001
Attn: Jason Elder</td></tr>
</table>

Co-Counsel to the Committee	
Paul Hastings LLP 200 Park Avenue New York, New York 10166 Attn: Kristopher M. Hansen, Gabriel E. Sasson, and Daniel Ginsberg	**Morris James LLP** 3205 Avenue North Blvd., Suite 100, Wilmington, Delaware 19803 Attn: Eric J. Monzo and Jason S. Levin
Counsel to the Sponsors	
Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Attn: Brian S. Hermann and Jacob A. Adlerstein	

Plan Supplement. The Debtors intend to file a Plan Supplement on **October 2, 2026**. The Debtors do not intend to serve copies of the Plan Supplement on all parties-in-interest in these chapter 11 cases; the Plan Supplement, however, may be obtained from the Claims, Noticing, and Solicitation Agent.

Rejection Notices. The Debtors intend to file **on or before October 2, 2026,** the list of Executory Contracts and Unexpired Leases to be rejected consistent with Article V of the Plan. The Debtors do not intend to serve copies of the list of Executory Contracts and Unexpired Leases to be rejected on all parties-in-interest in these chapter 11 cases; the list, however, may be obtained from the Claims, Noticing, and Solicitation Agent. The Debtors will send a separate notice advising applicable counterparties to Executory Contracts and Unexpired Leases that their respective contracts or leases are being rejected under the Plan. Any objection by a counterparty to an Executory Contract(s) or Unexpired Lease(s) and/or related rejection damages proposed in connection with the Plan must be filed with the Court on or before **October 9, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

Plan, Disclosure Statement, and Disclosure Statement Order. Copies of the Plan, Disclosure Statement, and Disclosure Statement Order may be obtained, free of charge, on the website maintained by the Claims, Noticing, and Solicitation Agent at https://www.veritaglobal.net/marelli. You can obtain additional hard or electronic copies of the Plan, Disclosure Statement, and Disclosure Statement Order free of charge, upon request to the Claims, Noticing, and Solicitation Agent by (a) calling 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; or (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Copies of the Plan, Disclosure Statement, and Disclosure Statement Order are also on file with the Clerk of the Court and may be reviewed during the regular hours of the Court or online through the Court's internet website at http://www.deb.uscourts.gov.

Obtaining Solicitation Materials. Holders of Claims that are entitled to vote on the Plan will receive a Solicitation Package. Further copies of the Solicitation Package may be obtained by: (a) calling 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; or (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, www.veritaglobal.net/Marelli, or the Court's website at https://www.deb.uscourts.gov/ in accordance with the procedures and fees set forth therein. Please be advised that the Claims, Noticing, and Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND RELEASES OF LIENS AND GUARANTEES, ATTACHED HERETO AS ANNEX I, AND ARTICLE VIII.F CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

You may also find out more information at https://www.veritaglobal.net/Marelli.

本通知的中文翻译可在此查看: https://www.veritaglobal.net/Marelli.

La traduzione italiana di questo avviso è disponibile qui: https://www.veritaglobal.net/Marelli.

この通知の日本語訳はこちらでご覧いただけます: https://www.veritaglobal.net/Marelli.

A tradução em português deste aviso está disponível aqui: https://www.veritaglobal.net/Marelli.

La traducción al español de este aviso está disponible aquí: https://www.veritaglobal.net/Marelli.

Die deutsche Übersetzung dieses Hinweises ist hier verfügbar: https://www.veritaglobal.net/Marelli.

[*Remainder of page intentionally left blank*]

Dated: [●], 2026
Wilmington, Delaware

/s/DRAFT

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

Co-Counsel for the Debtors and Debtors in Possession

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

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,

PLEASE CALL 877-606-7509 (USA OR CANADA) OR +1 310-751-2626 (INTERNATIONAL),

OR SUBMIT AN INQUIRY VIA WWW.VERITAGLOBAL.NET/MARELLI/INQUIRY.

Annex I

Discharge, Injunctions, Exculpation, and Releases

Please be advised that Article VIII of the Plan contains certain release, exculpation, and injunction provisions as follows:

Relevant Definitions

(1) "**Exculpated Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Committee; (d) each member of the Committee; and (e) with respect to each of the foregoing Entities in clauses (a) through (d), each of their respective Related Parties.

(2) "**Related Party**" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

(3) "**Released Party**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) with respect to each of the Entities in foregoing clause (a) through the following clause (m), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (m) with respect to each of the Entities in foregoing clause (a) through this clause (m), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that objects to the releases in the Plan or elects to opt out of, or not opt in to, as applicable, the releases provided by the Plan shall not be a "Released Party."

(4) "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Stakeholders; (d) the DIP Agent and the DIP Lenders; (e) the Initial Tranche A Lender; (f) the Plan Sponsors; (g) the Prepetition Agents; (h) the Ad Hoc Group of Senior Lenders' Professionals; (i) the Consenting Senior Bank Lenders' Professionals; (j) the Committee; (k) each member of the Committee (solely in their capacities as such); (l) Holders of Claims or Interests who vote to accept the Plan; (m) Holders of Claims or Interests who vote to reject the Plan and are provided with the opportunity to opt out of the releases set forth therein and do not affirmatively opt out of the releases set forth therein; (n) Holders of Claims or Interests that are deemed to accept or deemed to reject the Plan and that affirmatively opt in to the releases set forth therein; (o) Holders of Claims or Interests who abstain from voting on the Plan and that affirmatively opt in to the releases set forth therein; (p) with respect to each of the Entities in the foregoing clauses (a) through the following clause (q), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (q) with respect to each of the Entities in foregoing clause (a) through this clause (q), each of their Related Parties; provided, however, that any Holder of a Claim or Interest that (1) elects to

opt out of, or not opt in to, as applicable, the releases provided by the Plan or (2) objects to the releases in the Plan, shall not be a "Releasing Party"[3] for purposes of the Plan.

Debtor Release.

Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy and sufficiency of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case to the maximum extent permitted by Law, from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, including any derivative claims asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Holder of any Claim or Interest, or that any Holder of any Claim or Interest could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Restructuring Transactions, the Disclosure Statement, the Plan (including the Plan Supplement), the Definitive Documents, the DIP Facilities, the DIP Documents, the Exit Facility Documents, or the negotiation, preparation, formulation or implementation of the foregoing; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the negotiation of and entry into the OEM Accommodation Agreements, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing, taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (ii) any Causes of Action specifically retained by the Debtors pursuant to the Retained Causes of Action List to be attached as an exhibit to the Plan Supplement, or (iii) Claims or Causes of Action arising from any act or omission determined by a Final Order to have constituted actual fraud.

Release by Holders of Claims and Interests.

Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, in exchange for good and valuable consideration, the adequacy and sufficiency of which is hereby confirmed, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each Releasing Party to the maximum extent permitted by Law from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any Holder of any Claim or Interest, or that such Releasing Party could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion)

[3] For the avoidance of doubt, all releases remain subject to the Independent Investigation.

created or entered into in connection with the Restructuring Support Agreement, the Restructuring Transactions, the Disclosure Statement, the Plan (including the Plan Supplement), the Definitive Documents, the DIP Facilities, the DIP Documents, the Exit Facility Documents, or the negotiation, preparation, formulation or implementation of the foregoing; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the negotiation of and entry into the OEM Accommodation Agreements, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing, taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any commercial Claims arising between two non-Debtor parties in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (ii) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (iii) any Causes of Action specifically retained by the Debtors pursuant to the Retained Causes of Action List to be attached as an exhibit to the Plan Supplement, or (iv) Claims or Causes of Action arising from any act or omission determined by a Final Order to have constituted actual fraud.

Exculpation.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement, and related prepetition transactions, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Independent Investigation, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and, upon completion of the Plan, shall be deemed to have participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Injunction.

Except as otherwise expressly provided in the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims, Causes of Action, or Interests that have been discharged or released pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are conclusively, absolutely, unconditionally, irrevocably, and forever enjoined, from and after the Effective Date, to the maximum extent permitted by Law, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Causes of Action, or Interest; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Causes of Action, or Interest; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Causes of Action, or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Causes of Action, or Interests unless such Entity has timely asserted such setoff right in a document Filed with the Court explicitly preserving such setoff, and notwithstanding an indication of a Claim, Cause of Action, or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v)

commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Causes of Action, or Interest released or settled pursuant to the Plan.

Exhibit 6

Plan Supplement Notice

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)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order") (a) authorizing Marelli Automotive Lighting USA LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Debtors filed the Plan Supplement with the Court on [●], 2026 [Docket No. [●]]. The Plan Supplement contains the following documents each as defined in the Plan: (a) the New Stockholders' Agreement; (b) the Exit Facility Documents; (c) the Schedule of Rejected Executory Contracts and Unexpired Leases; (d) the Schedule of Retained Causes of Action List; (e) the New Organizational Documents; (f) the Restructuring Transactions Memorandum; (g) the identities of the members of the New Board, as applicable, and the officers of the Reorganized Debtors, if any, including information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, to the extent known; and (h) any and all other documentation necessary to effectuate the Restructuring Transactions or that is contemplated under the Plan.

PLEASE TAKE FURTHER NOTICE that these documents remain subject to continuing negotiations in accordance with the terms of the Plan and the Restructuring Support Agreement and the final versions may contain material differences from the versions filed herewith. For the avoidance of doubt, the parties to the Restructuring Support Agreement have not consented to such documents as being in final form and reserve all rights in that regard. Such parties reserve all of their respective rights with respect to such documents and to amend, modify, or supplement the Plan Supplement and any of the documents contained therein through the Effective Date in accordance with the terms of the Plan and the Restructuring Support Agreement. To the extent material amendments or modifications are made to any of these documents, the Debtors will file a redline version with the Court prior to the hearing to consider confirmation of the Plan.

---

[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 not otherwise defined herein shall have the same meanings ascribed to them in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is confirmed, the documents contained in the Plan Supplement (including any amendments, modifications, or supplements thereto) will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan will commence on **October 16, 2026, at [●] a./p. m., (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard (the "Confirmation Hearing") before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, 824 Market Street N., Third Floor, Wilmington, DE 19801.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **October 9, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Plan Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the legal and factual basis for and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

<table>
<tr><th colspan="2">Co-Counsel to the Debtors</th></tr>
<tr><td>Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg, Nicholas M. Adzima, and Evan Swager

-and-

333 West Wolf Point Plaza
Chicago, Illinois 60654
Attn: Ross M. Kwasteniet and Spencer A. Winters</td><td>Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899 (Courier 19801)
Attn: Laura Davis Jones, Timothy P. Cairns, and Edward A. Corma</td></tr>
<tr><th colspan="2">Co-Counsel to the Ad Hoc Group of Senior Lenders</th></tr>
<tr><td>Akin Gump Strauss Hauer & Feld LLP
2001 K Street NW, Washington, D.C., 20006
Attn: Scott Alberino, Kate Doorley, and Alexander F. Antypas

-and-

One Bryant Park
New York, New York 10036
Attn: Ira S. Dizengoff and Anna Kordas</td><td>Cole Schotz P.C.
500 Delaware Avenue, Suite 600,
Wilmington, Delaware 19801
Attn: Justin R. Alberto and Stacy L. Newman</td></tr>
<tr><th colspan="2">United States Trustee</th></tr>
<tr><td colspan="2">Office of the United States Trustee for the District of Delaware
844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801
Attn: Jane Leamy</td></tr>
</table>

Counsel to Mizuho Bank, Ltd, in all capacities other than as Prepetition Agent	*Counsel to Mizuho Bank, Ltd., in its capacity as the Prepetition Agent*
Davis Polk & Wardwell LLP 450 Lexington Avenue New York, NY 10017 Attn: Timothy Graulich and Richard J. Steinberg	**Young Conaway Stargatt & Taylor, LLP** 1000 North King Street Wilmington, Delaware 19801 Attn: Robert S. Brady and Andrew L. Magaziner
Counsel to the DIP Agent	
Mayer Brown LLP 1221 Avenue of the Americas New York, New York 10020-1001 Attn: Jason Elder	
Co-Counsel to the Committee	
Paul Hastings LLP 200 Park Avenue New York, New York 10166 Attn: Kristopher M. Hansen, Gabriel E. Sasson, and Daniel Ginsberg	**Morris James LLP** 3205 Avenue North Blvd., Suite 100, Wilmington, Delaware 19803 Attn: Eric J. Monzo and Jason S. Levin
Counsel to the Sponsors	
Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Attn: Brian S. Hermann and Jacob A. Adlerstein	

PLEASE TAKE FURTHER NOTICE THAT if you would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents at no additional cost**, you should contact Kurtzman Carson Consultants LLC dba Verita Global, the Debtors' claims, noticing and solicitation agent in the chapter 11 cases (the "Claims, Noticing, and Solicitation Agent"), by: (a) calling 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; or (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, www.veritaglobal.net/Marelli, or the Court's website at https://www.deb.uscourts.gov/ in accordance with the procedures and fees set forth therein.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.F CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE CLAIMS, NOTICING, AND SOLICITATION AGENT.

[*Remainder of page intentionally left blank*]

Dated: [●], 2026
Wilmington, Delaware

/s/DRAFT

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

Co-Counsel for the Debtors and Debtors in Possession

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

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,

PLEASE CALL 877-606-7509 (USA OR CANADA) OR +1 310-751-2626 (INTERNATIONAL),

OR SUBMIT AN INQUIRY VIA WWW.VERITAGLOBAL.NET/MARELLI/INQUIRY.

Exhibit 7

Notice of Rejection of Executory Contracts and Unexpired Lease

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)

NOTICE REGARDING EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE REJECTED PURSUANT TO THE PLAN

PLEASE TAKE NOTICE THAT on [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order") (a) authorizing Marelli Automotive Lighting USA LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT, on [●], 2026, the Debtors filed the *Schedule of Rejected Executory Contracts and Unexpired Leases* [Docket No. [●]] (the "Rejected Contract Schedule") with the Court as part of the *Plan Supplement for the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code,* as contemplated under the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan will commence on **October 16, 2026, at [●] a./p.m., (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard (the "Confirmation Hearing") before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, 824 Market Street N., Third Floor, Wilmington, DE 19801.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors' records reflect that you are a party to a contract that is listed on the Rejected Contract Schedule. Therefore, you are advised to carefully review the information contained in this notice and the related provisions of the Plan, including the Rejected Contract Schedule.

---

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' Claims, Noticing, and Solicitation 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 not otherwise defined herein shall have the same meanings ascribed to them in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

PLEASE TAKE FURTHER NOTICE THAT, on the Effective Date, the Reorganized Debtors will reject the contracts (the "Rejected Contracts") listed on the Rejected Contract Schedule, attached hereto as **Schedule A**, one of more of which you are a counterparty. The Rejected Contract Schedule can also be viewed on the Debtors' case website, www.veritaglobal.net/Marelli.

PLEASE TAKE FURTHER NOTICE THAT unless otherwise provided by a Final Order of the Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, according to the Plan or the Confirmation Order, if any, must be filed with the Claims, Noticing, and Solicitation Agent (as defined below) and served on the Debtors, no later than the later of (a) any date the Court may fix in the applicable order authorizing such rejection and, if no such date is provided, the date that is **thirty (30) calendar days** after the date of entry of an order of the Court (including the Confirmation Order) approving such rejection or (b) the date that is thirty (30) days following the effective date of such rejection of an applicable Executory Contract or Unexpired Lease. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Claims, Noticing, and Solicitation Agent within such time will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.H of the Plan, notwithstanding anything in a Proof of Claim to the contrary**. All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim against the applicable Debtor that is the counterparty to any such Executory Contract or Unexpired Lease as set forth in Article III.C of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

PLEASE TAKE FURTHER NOTICE THAT nothing herein: (i) alters in any way the prepetition nature of the Rejected Contracts or the validity, priority, or amount of any claims of a counterparty to any Rejected Contract against the Debtors that may arise under such Rejected Contract; (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Rejected Contract against the Debtors that may arise under such Rejected Contract.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Disclosure Statement Order, the Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants LLC dba Verita, the Debtors' claims, noticing, and solicitation agent in the chapter 11 cases (the "Claims, Noticing, and Solicitation Agent"), by: (a) calling 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; or (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, www.veritaglobal.net/Marelli, or the Court's website at https://www.deb.uscourts.gov/ in accordance with the procedures and fees set forth therein.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.F CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE CLAIMS, NOTICING, AND SOLICITATION AGENT.

Dated: [●], 2026
Wilmington, Delaware

/s/DRAFT

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

Co-Counsel for the Debtors and Debtors in Possession

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