Docket #0059 Date Filed: 8/6/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-11034 (CTG) (Jointly Administered)
OPMOBILITY GESTION; OPMOBILITY SE; OPMOBILITY HOLDING USA, INC.; and OPMOBILITY LIGHTING HOLDING, Plaintiffs, v. STRATEGIC VALUE PARTNERS, LLC; MARELLI HOLDINGS CO., LTD.; MARELLI CORPORATION; MARELLI NORTH AMERICA, INC.; MARELLI HOLDING USA LLC; MARELLI TENNESSEE USA LLC; MARELLI AUTOMOTIVE LIGHTING USA LLC; and DOE DEFENDANTS 1-20, Defendants.	Adv. Pro. No. 26-50470 (CTG)

CERTIFICATION OF COUNSEL REGARDING CONFIDENTIALITY AGREEMENT AND STIPULATED PROTECTIVE ORDER

The undersigned counsel hereby certifies that:

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed 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.

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1. Plaintiffs OPmobility Gestion; OPmobility SE; OPmobility Holding USA, Inc.; and OPmobility Lighting Holding; (ii) Defendants Strategic Value Partners, LLC; Marelli Holdings Co., Ltd.; Marelli Corporation; Marelli North America, Inc.; Marelli Holding USA LLC; Marelli Tennessee USA LLC; and Marelli Automotive Lighting USA LLC; and (iii) any other persons or entities who become bound (collectively, the "Parties") have entered into a Confidentiality Agreement and Stipulated Protective Order (the "Stipulation").

2. The Parties, by and through their respective attorneys of record and subject to Court approval, have agreed to entry of an order approving the Stipulation. The Parties submit the Stipulation to address, facilitate, and expedite the production, exchange, and treatment of Discovery Material (as defined in the Stipulation), to facilitate the prompt resolution of disputes over confidentiality, and to protect Discovery Material that a Party seeks to maintain as confidential.

3. A proposed order to approve the Stipulation (the "Proposed Order") is attached hereto as **Exhibit A**. The Stipulation is attached to the Proposed Order as **Exhibit 1**.

4. The Parties respectfully request entry of the Proposed Order attached hereto at the Court's earliest convenience.

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Dated: August 6, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Jacob R. Kirkham

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EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-11034 (CTG) (Jointly Administered)
OPMOBILITY GESTION; OPMOBILITY SE; OPMOBILITY HOLDING USA, INC.; and OPMOBILITY LIGHTING HOLDING, Plaintiffs, v. STRATEGIC VALUE PARTNERS, LLC; MARELLI HOLDINGS CO., LTD.; MARELLI CORPORATION; MARELLI NORTH AMERICA, INC.; MARELLI HOLDING USA LLC; MARELLI TENNESSEE USA LLC; MARELLI AUTOMOTIVE LIGHTING USA LLC; and DOE DEFENDANTS 1-20, Defendants.	Adv. Pro. No. 26-50470 (CTG)

PROPOSED ORDER GRANTING CONFIDENTIALITY AGREEMENT AND STIPULATED PROTECTIVE ORDER

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed 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.

Upon consideration of the Confidentiality Agreement and Stipulated Protective Order (the "Stipulation") attached hereto as **Exhibit 1**, and after due deliberation and good cause existing therefor,

IT IS HEREBY ORDERED THAT:

1. The Stipulation attached hereto as **Exhibit 1** is **GRANTED** as set forth herein.

2. The Stipulation shall become effective immediately upon entry of this Order.

3. The Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT 1

Confidentiality Agreement and Stipulated Protective Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-11034 (CTG) (Jointly Administered)
OPMOBILITY GESTION; OPMOBILITY SE; OPMOBILITY HOLDING USA, INC.; and OPMOBILITY LIGHTING HOLDING, Plaintiffs, v. STRATEGIC VALUE PARTNERS, LLC; MARELLI HOLDINGS CO., LTD.; MARELLI CORPORATION; MARELLI NORTH AMERICA, INC.; MARELLI HOLDING USA LLC; MARELLI TENNESSEE USA LLC; MARELLI AUTOMOTIVE LIGHTING USA LLC; and DOE DEFENDANTS 1-20, Defendants.	Adv. Pro. No. 26-50470 (CTG)

CONFIDENTIALITY AGREEMENT AND STIPULATED PROTECTIVE ORDER

This Confidentiality Agreement and Stipulated Protective Order ("Order") is entered into by and among: (i) Plaintiffs OPmobility Gestion; OPmobility SE; OPmobility Holding USA, Inc.; and OPmobility Lighting Holding; (ii) Defendants Strategic Value Partners, LLC; Marelli

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed 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.

Holdings Co., Ltd.; Marelli Corporation; Marelli North America, Inc.; Marelli Holding USA LLC; Marelli Tennessee USA LLC; Marelli Automotive Lighting USA LLC; and (iii) any other person that executes a declaration and agreement to be bound, in the form attached hereto as Exhibit A (a "Declaration"), to the extent permitted herein. Each of the persons or entities identified in the foregoing clauses (i) through (iii) shall be referred to herein individually as a "Party," and, collectively, as the "Parties." The Parties, by and through their respective attorneys of record and subject to Court approval, have agreed to entry of this Order pursuant to 11 U.S.C. 107(b) and Rules 7026 and 9018 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 26(c) of the Federal Rules of Civil Procedure (the "Federal Rules").

Recitals

WHEREAS, the Parties have sought or may seek certain Discovery Material (as defined below) from one another with respect to the above-captioned adversary proceeding (the "Proceeding"), including through informal requests, formal document requests, interrogatories, depositions, and other discovery requests (collectively, "Discovery Requests") as provided by the Federal Rules, the Bankruptcy Rules, the Local Rules of Civil Practice and Procedure for the United States District Court for the District of Delaware (the "District Court Local Rules"), and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court Local Rules"); and

WHEREAS, certain persons or entities other than the Parties hereto may also propound or be served with Discovery Requests in connection with the Proceeding;

NOW, THEREFORE, to facilitate and expedite the production, exchange, and treatment of Discovery Material (as defined below), to facilitate the prompt resolution of disputes over confidentiality, and to protect Discovery Material that a Party seeks to maintain as confidential;

IT IS HEREBY STIPULATED, AGREED, AND, UPON COURT APPROVAL HEREOF, that the following terms will govern any requests for, and production and handling of, Discovery Material (as defined below) in connection with the Proceeding:

1. The Parties shall submit this Order to the Court for approval. The Parties shall abide by the terms of this Order even if an order is not entered by the Court for any reason, unless the Court otherwise determines.

2. Unless otherwise agreed by the Parties or ordered by the Court, all deadlines stated herein shall be computed pursuant to Rule 9006 of the Bankruptcy Rules.

Scope of Order

3. This Order applies to all Discovery Material (defined below) exchanged in the Proceeding, either by a Party or a non-Party (each a "Producing Person"), to any other Party or non-Party (each a "Receiving Person"), formally or informally, in response to or in connection with any Discovery Requests and any response thereto, including without limitation, subpoenas, deposition testimony, interrogatories, answers to interrogatories, requests for admission, responses to requests for admission, requests for the production of documents, responses to requests for the production of documents, documents, information and things produced as well as any and all copies, abstracts, digests, notes, summaries, excerpts, and metadata thereof, and any information or material containing or otherwise derived from the foregoing (such as, without limitation, briefing, motions, and hearing transcripts) (collectively referred to as "Discovery Material"). For the avoidance of doubt, this Order shall apply and remain in effect in the event that the United States District Court for the District of Delaware (the "District Court") withdraws the reference and the Proceeding proceeds in the District Court.

4. This Order does not affect, amend or modify any existing confidentiality arrangements or agreements, protective orders, or prior court orders applicable to any Producing Person and/or Receiving Person, and nothing in this Order shall constitute a waiver of any rights under such agreements or orders. Discovery Materials designated Confidential Material or Highly Confidential Material, or information derived therefrom, will be used solely in connection with the Proceeding, and will not be used or disclosed in any other proceeding or for any other purpose, absent written agreement of the Producing Person or order of this Court on reasonable notice to the Producing Person and with an opportunity for the Producing Person to be heard, or as may be provided in paragraphs 10 through 12 below; provided, however, that nothing herein will preclude or otherwise prevent any person who receives and/or reviews Discovery Materials from participating in any other proceeding.

5. This Order applies to all non-Parties that are served with subpoenas in connection with the Proceeding or who otherwise produce documents or are noticed for depositions with respect to the Proceeding, and all such non-Parties are entitled to the protections afforded hereby and subject to the obligations contained herein upon signing a Declaration agreeing to be bound by the terms of this Order.

6. Any Party or its counsel serving a subpoena upon a non-Party, which subpoena requires the production of documents or testimony, shall serve a copy of this Order along with such subpoena and instruct the non-Party recipient of such subpoena that such non-Party may (after executing and delivering to the Party or its counsel a Declaration) designate documents or testimony in the Proceeding produced pursuant to such subpoena according to the provisions herein.

Designating Discovery Material

7. Any Producing Person may designate Discovery Material as "Confidential Material" or "Highly Confidential Material" (any such Discovery Material, "Designated Material") in accordance with the following provisions:

a. Confidential Material: A Producing Person may designate Discovery Material as "Confidential" if such Producing Person believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that: (i) such Discovery Material (A) constitutes or contains nonpublic proprietary, commercially sensitive, trade secret, and/or confidential technical, business, commercial, research, development, financial, personal or other information of a nature that can be protected under Bankruptcy Rule 7026 and Federal Rule 26(c) or Bankruptcy Rule 9018 or (B) is subject by law or by contract to a legally protected right of privacy; or (ii) a Producing Person (A) is under a preexisting obligation to a third-party to treat such Discovery Material as confidential or (B) has in good faith been requested by another Party or non-Party to so designate such Discovery Material on the grounds that such other Party or non-Party considers such Discovery Material to contain information that is confidential or proprietary to such Party or non-Party.

b. Highly Confidential Material: A Producing Person may designate Discovery Material as "Highly Confidential" if such Producing Person believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that such Discovery Material constitutes or includes material that is of such a nature that a risk of competitive or financial injury would be created if such Discovery Material were disclosed to persons other than those identified in Paragraph 12 of this Order, such as trade secrets, sensitive financial or business information, technical information, research and development information, visa/immigration, or compensation information concerning current or prospective employees or consultants, or material prepared by its in-house and outside counsel, industry advisors, financial advisors, technical advisors, accounting advisors, experts and consultants (and their respective staff), and only to the extent that the Party believes in good faith that such material is of such a nature that "Highly Confidential" treatment is warranted. All Discovery Material added into any online data room or data site service by any Producing Person or Party and retrieved by the Receiving Person from said data room or data site shall automatically be considered designated as and treated as "Highly Confidential" by said Receiving Person unless expressly designated otherwise. Receiving Person may object to the designation of Discovery Material in any data room or data site as "Highly Confidential" in accordance with the objection process and timeline set forth in Paragraphs 27 and 28 of this Order.

c. Undesignated Material: Subject to the rights and obligations of the Parties under Paragraph 10 of this Order, no Party shall have any obligation or duty to maintain as confidential or prevent from disclosure any Discovery Material that is not Designated Material.

8. Manner Of Designating Discovery Material: Where reasonably practicable, any Designated Material other than oral deposition testimony shall be designated by the Producing Person as such by marking each such page "Confidential" or "Highly Confidential — Attorneys' Eyes Only" as applicable. Such markings should not obliterate or obscure the content of the material that is produced. Native file documents may be designated as "Confidential" or "Highly Confidential — Attorneys' Eyes Only" by including such terms (or similar terms) in the file name thereof. Discovery Material produced prior to the execution of this Order pursuant to an agreement that such Discovery Material would be treated as "Confidential" or "Highly Confidential" shall be treated as "Confidential" or "Highly Confidential" pursuant to this Order notwithstanding such Discovery Material not bearing such markings. A Party that was not the Producing Person may designate Discovery Material as Designated Material by providing written notice to all Receiving Parties and Producing Persons that such Discovery Material is "Confidential" or "Highly Confidential."

9. Late Designation of Discovery Material: The failure to designate particular Discovery Material as "Confidential" or "Highly Confidential" at the time of production shall not operate to waive a Party's right to later designate such Discovery Material as Designated Material or later apply another designation pursuant to this Order ("Misdesignated Material"). At such time, arrangement will be made for the destruction of the Misdesignated Material, for the return to the Producing Person of all copies of the Misdesignated Material, for the substitution of properly labeled copies of such Discovery Material, and/or for the redesignation of the Misdesignated Material in some other way acceptable to the Parties. Upon receipt of replacement copies of such

Misdesignated Material with the proper designation, the Receiving Person or Parties shall take all commercially reasonable steps to return or destroy all previously produced copies of such Misdesignated Material. If requested by the Producing Person, a Receiving Person shall verify in writing that it has taken all commercially reasonable steps to return or destroy such Misdesignated Material. Notwithstanding the foregoing, no Party shall be deemed to have violated this Order if, prior to notification of any later designation, such Discovery Material was disclosed or used in any manner consistent with its original designation but inconsistent with its later designation. Once such later designation has been made, however, any Discovery Material shall be treated in accordance with that later designation; provided, however, that if the material that was not designated has been, at the time of the later designation, previously publicly filed with a court or otherwise made publicly available (other than in violation of this Order), no Party shall be bound by such later designation except to the extent determined by the Court upon motion of the Party or non-Party that failed to make the designation.

Use and Disclosure of Confidential or Highly Confidential Material

10. General Limitations On Use And Disclosure Of All Discovery Material: All Discovery Material that is designated "Confidential" or "Highly Confidential" shall be used by the Receiving Parties solely for the purposes of the Proceeding, and not for any other purpose, including any other litigation or judicial proceedings (subject to paragraph 34), or any business, competitive, governmental, commercial or administrative purpose or function. Notwithstanding the prior sentence, disclosures may also be made pursuant to paragraph 12(h) below, even if the disclosures are not for the purposes of the Proceeding.

11. Confidential Material: Confidential Material, and any and all information contained therein, may be given, shown, made available to or communicated only to the following:

a. Officers, directors, or employees of the Receiving Person, but only to the extent that the functions of such officer, director, or employee in relation to these Chapter 11 Cases and/or the Proceeding requires access to Confidential Discovery Material, and provided that any such person has agreed to be bound by the terms of this Order by signing a Declaration in the form attached hereto; provided, further, that no officer, director, or employee involved in Competitive Decision-Making on behalf of a Party shall receive access to Confidential Material that reflects nonpublic business, technical, financial, product or strategic information of a Party that competes with such Party. For purposes of this Order, "Competitive Decision-Making" means involvement in decisions about pricing, product design or development, marketing or other strategic business planning made in light of similar or corresponding information about a competitor;

b. any potential witness or deponent (and counsel of such witness or deponent), to the extent necessary to and during the course of preparation for a deposition or any testimony relating to matters in the Proceeding, provided that any such person has agreed to be bound by the terms of this Order by signing a Declaration in the form attached hereto;

c. any of the persons specified in Paragraph 12 below.

12. Highly Confidential Material: Highly Confidential Material, and any and all information contained therein, may be given, shown, made available to or communicated only to the following:

a. the Parties' outside counsel of record, and to the employees of the Parties' outside counsel of record;

b. Other Counsel for the Parties who either have responsibility for making decisions dealing directly with the Proceeding, or who are assisting outside counsel in the Proceeding, provided that such Other Counsel have signed a Declaration in the form attached hereto (for purposes of this subparagraph 12(b), "Other Counsel" shall include overseas outside counsel who are assisting a Party or outside counsel of record with the Proceeding) but shall not include Parties' in-house counsel;

c. outside testifying experts and consulting experts (*i.e.*, not existing employees or affiliates of a Party) (each an "Expert") that are retained by any Party, that has signed a Declaration in the form attached hereto, and the employees of such Experts;

d. any potential deponent or testifying witness in the Proceeding, including in connection with preparing that person to testify at deposition, hearing, or

trial, but only if the document reflects that the person was an author, addressee, or recipient of the document, or the Receiving Person otherwise has a good-faith basis to believe the person had access to, or personal knowledge of, the specific Designated Material contained in the document, in either case prior to the commencement of this Proceeding, provided, however, that such Designated Material can only be shared with such person in connection with preparation for the anticipated testimony or in the course of actual testimony, and the persons identified in this paragraph shall not be permitted to retain copies of or disclose information contained in such Designated Material. A witness's general familiarity with the subject matter of the litigation, or the fact that the witness is being prepared to testify, does not by itself satisfy the requirements for disclosure in this paragraph. Before making any disclosure under this paragraph, counsel for the Receiving Person shall make a good-faith determination, based on the document itself or other information reasonably available to counsel, that the witness is a person who may receive the information under this paragraph;

e. outside litigation support services, including persons providing photocopying services, graphics and design services, jury or trial consulting services, mock jurors, document imaging, e-discovery, and database services, as necessary for use in connection with the Proceeding, provided they have an obligation not to publicly disclose Highly Confidential Material and to keep any information concerning Highly Confidential Material confidential;

f. court reporters, stenographers, or videographers who record deposition or other testimony in connection with the Proceeding;

g. the U.S. Trustee;

h. the Court, its officers and clerical staff;

i. any court or governmental entity in the event that any Party is requested or required by the court or entity (including by interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand, or other similar process) to disclose any of the Designated Material;

j. any mediator who is assigned to hear this matter, and their staff, subject to their agreement to maintain confidentiality to the same degree as required by this Order; and

k. any other person or entity with respect to whom the Producing Person may consent in writing.

l. any other person, only upon order of the Court entered on motion with reasonable notice to the Producing Person and an opportunity for the Producing Person to be heard.

13. Designated Material To Be Disclosed Only In Accordance With Paragraphs 11 and 12: Except as otherwise provided herein, Highly Confidential Material, and any and all information contained therein, shall not be given, shown, made available to, disclosed or communicated in any way, except to those people provided in Paragraph 12 of this Order. Confidential Material, and the substantive information contained therein, shall not be given, shown, made available to, disclosed or communicated in any way, except to those people provided in Paragraphs 11 and 12 of this Order. For the avoidance of doubt, absent consent of the Producing Person, Discovery Materials designated as Highly Confidential shall not be disclosed to the Parties themselves.

14. Sealing of Designated Material Filed With Or Submitted To Court: Unless otherwise agreed by the Producing Person or ordered by the Court, all Designated Material filed with the Court, and all portions of pleadings, motions or other papers filed with the Court that disclose Highly Confidential or Confidential Material, shall be sought to be filed under seal in accordance with the procedures set forth in District Court Local Rule 5.1.3. and Bankruptcy Court Local Rule 9018-1.

15. Use of Discovery Material In Open Court: As part of any pretrial procedure or any meet and confer regarding the use of exhibits in any hearing to be held in open court (*i.e.*, any hearing available to the public and/or media members) or any trial, and in all events at least 24 hours prior to the use of any Designated Material at trial or any hearing to be held in open court, counsel for any Party who desires to offer or use such Designated Material at trial or any hearing to be held in open court shall meet and confer in good faith with the Producing Person to discuss ways to limit disclosure of the Designated Material (by redaction or otherwise) so that the material may be offered or otherwise used by the Party, in accordance with the provisions of the Bankruptcy Code, Bankruptcy Rules, and the Federal Rules. If the Parties are unable to resolve a dispute related

to such Designated Material, then the offering Party bears the burden of requesting leave from the Court and, in the absence of such relief, no Party shall offer or otherwise use such Designated Material at trial or any hearing held in open court.

16. Experts: Before any Designated Material is disclosed to an Expert, the Party seeking to make the disclosure shall first provide written notice to the Producing Person that (a) identifies the Expert's full name, business title, city and state of residence, and current employer; (b) attaches a current curriculum vitae or résumé of the Expert; (c) identifies any current, prior, or anticipated consulting or employment relationship between the Expert and any Party or any competitor (or affiliate of a competitor) of the Producing Person during the preceding four years; and (d) identifies the general categories of Highly Confidential Material to be disclosed to the Expert. The Producing Person shall have fourteen (14) days from receipt of the notice to object in writing to the disclosure, setting forth in detail the grounds for the objection. If a timely objection is made, the Parties shall meet and confer in good faith to attempt to resolve the objection within seven (7) days, and if they are unable to do so, the Party seeking disclosure may move the Court for permission to make the disclosure, on which motion the Party seeking disclosure shall bear the burden of demonstrating that the disclosure is reasonably necessary. No Designated Material shall be disclosed to the Expert before the expiration of the objection period or, if a timely objection is made, until the objection is resolved by written agreement of the Designating Party or by order of the Court.

Depositions

17. Deposition Testimony – Manner Of Designation: In the case of depositions, if counsel for a Party or non-Party believes that a portion of the testimony given at a deposition

should be Designated Material of such Party or non-Party, such testimony may be designated as appropriate by:

a. Stating so orally on the record and requesting that the relevant portion(s) of testimony is so designated; or

b. Providing written notice within 10 business days of the Party's or non-Party's receipt of the final transcript from the court reporter that the relevant portion(s) of such transcript or videotape of a deposition thereof is so designated. Such designation and notice shall be made in writing to the court reporter, with copies to all other counsel, identifying the portion(s) of the transcript that is so designated, and directing the court reporter to treat the transcript as provided in Paragraph 22 below. Until expiration of the aforesaid ten (10) business day period, following receipt of the transcript by the Parties or non-Parties, all deposition transcripts and videotapes shall be considered and treated as Highly Confidential unless otherwise designated by counsel to any Party or non-Party on the record at the deposition. Nothing herein shall preclude a party from designating a deposition transcript as Confidential or Highly Confidential after expiration of the ten (10) business day period, as applicable, in accordance with Paragraph 9.

18. Designated Material Used As Exhibits During Depositions: Nothing in Paragraph 17 shall apply to or affect the confidentiality designations on Discovery Material entered as exhibits at depositions. Designated Material shall not lose its confidentiality status as a result of being marked as a deposition exhibit.

19. Witness Review Of Deposition Testimony: Nothing in Paragraph 17 hereof shall preclude the witness from reviewing his or her deposition transcript and accompanying exhibits.

20. Reservation Of Rights: Nothing in Paragraph 17 shall act as a waiver by any person in attendance at the deposition to contest later the designation of counsel to a Party or Non-Party that a portion of the testimony given at the deposition should be Designated Material. Those rights are expressly reserved and any contest to the designation shall be done in accordance with this Order.

21. Presence Of Persons During Deposition Testimony: Anyone (other than a Party to this Agreement, an employee or representative of a Party, or counsel to a Party) who will attend a

deposition in relation to which the deponent and/or his or her representative is advised that Designated Material will be disclosed or elicited must become a Party to this Order prior to such deposition (including by executing a Declaration if the person is not otherwise bound by this Order). Unless otherwise agreed at the deposition, when Designated Material is elicited during a deposition, or when Designated Materials are shown to a witness during a deposition, persons not entitled to receive such information under the terms of this Order shall, upon request, be excluded from that portion of the deposition. Notwithstanding the foregoing, Paragraph 21 shall not apply to a person or Party to the extent that the Designated Material disclosed or elicited was authored, received, or otherwise previously known by that person or Party.

22. Responsibilities And Obligations Of Court Reporters: In the event that testimony is designated as Confidential or Highly Confidential, the court reporter shall be instructed to include the legend "Confidential" or "Highly Confidential," as appropriate, on each page of each such transcript. If the deposition is videotaped, the videotape shall also be subject to the same level of confidentiality as the transcript and include the legend "Confidential" or "Highly Confidential," as appropriate, if any portion of the transcript itself is so designated. The failure to label any page of a deposition transcript by the court reporter shall not act as any waiver by any Party of such designation and the Parties may later agree as to the correct treatment of any deposition transcript page.

General Provisions

23. This Order is a procedural device intended to protect Discovery Materials designated as Designated Material. Nothing in this Order shall affect any Party's or non-Party's rights or obligations unrelated to the confidentiality of Discovery Materials. Moreover, nothing in

this Order shall affect any Party's or non-Party's rights to use or dispose of its own Designated Material.

24. Nothing contained herein shall be deemed a waiver or relinquishment by any Party or non-Party of any objection, including but not limited to, any objection concerning the alleged confidentiality or proprietary nature of any documents, information, or data requested by a Party or non-Party, any right to object to any discovery request, including on grounds of international comity, sovereignty, or the law of any foreign jurisdiction (including any applicable blocking statute) or any right to object to the admissibility of evidence on any ground, or to seek any further protective order, or to seek relief from the Court or any other applicable court from any provision of this Order by application on notice.

25. Nothing in this Order shall limit or alter a Producing Person's right to redact Discovery Material, including, without limitation, to the extent necessary to protect (a) the names, home addresses, personal email addresses, home telephone numbers, Social Security or tax identification numbers, and other information protected by law from disclosure of any person, or (b) information protected from disclosure by the attorney-client privilege, attorney work product privilege, common-interest privilege, or any other legal privilege, immunity, or protection from production or disclosure. Redactions may be challenged by a Receiving Person in accordance with the objection procedures set forth herein.

26. Unauthorized Disclosure Of Designated Material: In the event of a disclosure by a Receiving Person of Designated Material to persons or entities not authorized by this Order to receive such Designated Material, the Receiving Person making the unauthorized disclosure shall, upon learning of the disclosure: immediately notify the person or entity to whom the disclosure was made that the disclosure contains Designated Material subject to this Order; immediately make

reasonable efforts to recover the disclosed Designated Material as well as preclude further dissemination or use by the person or entity to whom the disclosure was made; and immediately notify the Producing Person of the identity of the person or entity to whom the disclosure was made, the circumstances surrounding the disclosure, and the steps taken to recover the disclosed Designated Material and ensure against further dissemination or use thereof.

27. Manner Of Objecting To Designated Material: If any Receiving Person objects to the designation of any Designated Material (whether such designation is made on a permanent basis or temporary basis with respect to deposition testimony), the Receiving Person shall first raise the objection with the Producing Person in writing, and then confer in good faith to attempt to resolve any dispute respecting the terms or operation of this Order. The Receiving Person may seek relief from the Court if the Receiving Person and the Producing Person cannot resolve their dispute. Until the Court rules on such an issue, the Designated Material shall continue to be treated according to its designation. Upon motion, the Court may order the removal of the "Confidential" or "Highly Confidential" designation from any Discovery Material so designated. In connection with any request for relief concerning the propriety of a "Confidential" or "Highly Confidential" designation, the Producing Person shall bear the burden of proof.

28. Timing Of Objections To Designated Material: A Receiving Person shall not be obligated to challenge the propriety of a "Confidential" or "Highly Confidential" designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. The failure of any Party to challenge the designation by a Producing Person of Discovery Materials as "Confidential" or "Highly Confidential" during a discovery or disclosure period shall not be a waiver of that Party's right to object to such designation at trial.

29. Inadvertent Production Of Privileged Discovery Material: This Order is entered pursuant to Rule 502(d) of the Federal Rules of Evidence. Inadvertent production of any Discovery Materials which a Producing Person later claims in good faith should not have been produced because of a privilege, including but not limited to the attorney-client privilege or work product doctrine ("Inadvertently Produced Privileged Information"), will not by itself constitute a waiver of any applicable privilege. Within a reasonable period of time after a Producing Person discovers (or upon receipt of notice from another Party or non-Party) that it has produced Inadvertently Produced Privileged Information, the Producing Person shall request the return of such Inadvertently Produced Privileged Information by identifying in writing the Discovery Materials inadvertently produced and the basis for withholding such Discovery Materials from production. If a Producing Person requests the return of Inadvertently Produced Privileged Information pursuant to this paragraph, the Receiving Person shall immediately return or destroy the Discovery Materials (and copies thereof) and shall immediately sequester or destroy any work product that incorporates the Inadvertently Produced Privileged Information, and shall not use the Inadvertently Produced Privileged Information for any purpose until further order of the Court. The Producing Person shall, within six (6) business days of requesting the return of the Inadvertently Produced Privileged Information, provide a privilege log identifying the Discovery Materials and setting forth the basis for the claim of privilege. If the Receiving Person disputes the privilege claim, it must notify the Producing Person of the dispute and the basis therefor in writing within ten (10) days of receipt of the Producing Person's notification. The Parties shall thereafter meet and confer regarding the disputed privilege claim. If the Parties cannot resolve their dispute, either Party may seek a determination from the Court whether the privilege applies. The Producing Person must preserve the Inadvertently Produced Privileged Information and, other than in connection with

seeking a determination by the Court, the Receiving Person may not use the Inadvertently Produced Privileged Information for any purpose until the dispute is resolved.

30. Use Of Non-Discovery Material: To the extent that any Party has documents or information that (i) were already in its possession or publicly available; (ii) are received or become available to a Party on a non-confidential basis not in violation of an obligation of confidentiality to any other person; (iii) were independently developed by such Party without violating its obligations hereunder; or (iv) are published or become publicly available in a manner that is not in violation of this Order or of any obligation of confidentiality to any other person, including a Party (collectively "Non-Discovery Material"), nothing in this Order shall limit a Party's ability to use Non-Discovery Material for any purpose, including in a deposition, hearing, trial or otherwise in connection with the Proceeding provided, however that nothing herein shall alter the treatment of any such information that was received pursuant to existing confidentiality arrangements, agreements, protective orders, or other court orders.

31. Obligations Following Conclusion Of The Proceeding: Within 60 days of the conclusion of the Proceeding, including all appeals as to all Parties, all Parties and non-Parties shall return to counsel for the respective Producing Person, or destroy, all Designated Material, and all copies or notes thereof in the possession of any person, except that: counsel may retain for its records their work product and a copy of court filings, deposition transcripts, deposition recordings or videotapes, deposition exhibits, expert reports, and exhibits introduced at any hearing; and a Receiving Person may retain Designated Material that is auto-archived or otherwise "backed up" on electronic management and communications systems or servers, or as may be required for regulatory recordkeeping purposes or required by law; provided that such retained documents will continue to be treated as provided in this Order. If a Receiving Person chooses to

destroy, rather than return, documents in accordance with this paragraph, that Receiving Person shall verify such destruction in writing to counsel for the Producing Person upon the request of the Producing Person. Notwithstanding anything in this paragraph, to the extent that the information in the Designated Material remains confidential, the terms of this Order shall remain binding.

32. Continuing Applicability Of Protective Order: The provisions of this Order shall survive any conversion to a Chapter 7 liquidation and shall bind any successors to the Debtors, including but not limited to a Chapter 7 trustee. The provisions of this Order shall also survive the final termination of the Proceeding and the Debtors' emergence from bankruptcy for any retained Designated Material. The final termination of the Proceeding or the Debtors' emergence from bankruptcy shall not relieve counsel or other persons obligated hereunder from their responsibility to maintain the confidentiality of Designated Material pursuant to this Order, and the Court shall retain jurisdiction to enforce this Order.

33. Amendment Of Protective Order: Upon good cause shown, and on notice to all Parties, any Party may move to amend the provisions of this Order at any time, or the Parties may agree by written stipulation, subject to further order of the Court if applicable, to amend the provisions of the Order.

34. Disclosure Of Discovery Material In Other Proceedings: Any Receiving Person that may be subject to a motion or other form of legal process or any regulatory process, demand or request seeking the disclosure of a Producing Person's Designated Material: (i) shall promptly notify the Producing Person at least seven days in advance of the intended disclosure or filing (unless such notice is expressly prohibited by applicable law) to enable it to have an opportunity to appear and be heard on whether that information should be disclosed and/or filed under seal, and (ii) if the Producing Person does not object, move or otherwise act following the seven-day

notice period, or if the relevant court or tribunal denies the Producing Person's request contemplated under foregoing clause (i), the Receiving Person shall be permitted to disclose only that portion of the information that is legally required to be disclosed and, if the information is to be filed, shall only file the Designated Material under seal (unless such filing is expressly prohibited by applicable law). At or before the time of production of the Designated Material, the Receiving Person shall inform in writing any person to whom such information is so disclosed of the confidential nature of such information. Notwithstanding the foregoing, nothing in this Order shall require a Receiving Person to give such notification to the Producing Person if the disclosure or request for disclosure is made in the ordinary course of business to an outside auditor, insurer, regulatory examiner or self-regulatory examiner. Nothing in this Order shall be construed as preventing any disclosure of any Discovery Material as may be required by federal law. For the avoidance of doubt, this Paragraph does not authorize, and no Receiving Person shall use a Producing Person's Designated Material to seek, support, or otherwise facilitate, any request for discovery or judicial assistance from a foreign court, tribunal, or governmental authority (including by letters rogatory or under the Hague Evidence Convention) seeking evidence from, or testimony of, a non-Party located outside the United States, absent further order of this Court entered on notice to the Producing Person and with an opportunity for the Producing Person to be heard; *provided, that*, nothing herein shall prevent a Receiving Person from using a Producing Person's Designated Material for purposes of supporting, seeking, or facilitating any order from this Court.

35. Use Of Discovery Material By Producing Person: Nothing in this Order affects the right of any Producing Person to use or disclose its own Discovery Material in any way. Subject to Paragraph 29, such disclosure will not waive the protections of this Order and will not entitle

other Parties, non-Parties, or their attorneys to use or disclose such Discovery Material in violation of this Order.

36. Objections To Discovery Requests: Nothing herein shall be deemed (a) to prevent a Party or non-Party from objecting to Discovery Requests or asserting that information being sought in Discovery Requests is of such a confidential, personal or proprietary nature that discovery should not be afforded or (b) to preclude a Party or non-Party from seeking additional or further limitations on the use or disclosure of such information.

37. Waiver Of Presumption Of Public Access: The Parties waive any right to seek, and hereby agree to not seek, the unsealing of any Highly Confidential or Confidential Material filed under seal on the basis that there is a presumption of public access to judicial documents.

38. Obligations Of Parties: Nothing herein shall relieve a party of its obligations under the Federal Rules, Bankruptcy Rules, the District Court Local Rules, the Bankruptcy Court Local Rules, or under any future Orders and orders regarding the production of documents or the making of timely responses to Discovery Requests in connection with the Proceeding.

39. Advice Of Counsel: Nothing herein shall prevent or otherwise restrict counsel from rendering advice to their clients in connection with the Proceeding and, in the course thereof, relying on examination of Discovery Material; provided, however, that in rendering such advice and otherwise communicating with such clients, counsel shall not make specific disclosure of any information in any manner that is inconsistent with the restrictions or procedures set forth herein.

40. Enforcement: The provisions of this Order constitute an Order of this Court and violations of the provisions of this Order are subject to enforcement and the imposition of legal sanctions in the same manner as any other order of the Court.

41. Notice: When notice is permitted or required by the provisions of this Order, such notice shall be in writing, directed to the undersigned counsel of the Party to receive such notice, at the corresponding email address indicated below, or to counsel of any non-Party receiving such notice. Notice shall be delivered by email and shall be effective upon receipt.

42. Extraterritoriality: Nothing in this Order shall be construed as: (a) a request, agreement, or authorization by any Party to seek discovery or judicial assistance from any foreign court, tribunal, or authority, including under the Hague Convention of March 18, 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters or by letters rogatory; (b) an admission or agreement regarding the availability, scope, or propriety of discovery from any non-Party located outside the United States; or (c) a waiver of any objection that a Party or non-Party may have to a Discovery Request seeking Discovery Material from, or testimony of, a person located outside the United States, whether based on the Federal Rules, the Bankruptcy Rules, principles of international comity or sovereignty, or the law of any foreign jurisdiction, including any applicable blocking statute. The execution of a Declaration by a non-Party located outside the United States for purposes of obtaining the protections of this Order shall not constitute consent to the jurisdiction of the Court, submission to discovery, or waiver of any such objection, except to the limited extent necessary to enforce the confidentiality obligations of this Order against that non-Party.

Dated: August 6, 2026
Wilmington, Delaware

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EXHIBIT A

Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-11034 (CTG) (Jointly Administered)
OPMOBILITY GESTION; OPMOBILITY SE; OPMOBILITY HOLDING USA, INC.; and OPMOBILITY LIGHTING HOLDING, Plaintiffs, v. STRATEGIC VALUE PARTNERS, LLC; MARELLI HOLDINGS CO., LTD.; MARELLI CORPORATION; MARELLI NORTH AMERICA, INC.; MARELLI HOLDING USA LLC; MARELLI TENNESSEE USA LLC; MARELLI AUTOMOTIVE LIGHTING USA LLC; and DOE DEFENDANTS 1-20, Defendants.	Adv. Pro. No. 26-50470 (CTG)

DECLARATION OF ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY THE CONFIDENTIALITY AGREEMENT AND STIPULATED PROTECTIVE ORDER

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed 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.

I, _____, declare under penalty of perjury (this "Declaration") that:

1. My business address is_____

2. My present employer is _____

3. My present occupation or job description is _____

_____

4. I hereby certify and agree that I have read and understand the terms of the Confidentiality Agreement and Stipulated Protective Order (the "Order") relating to the Proceeding between the Parties that are signatories to the Order. All capitalized terms not otherwise defined in this Declaration have the meanings ascribed to such terms in the Order. I further certify that I will not use Discovery Material for any purpose other than the Proceeding and will not disclose or cause Discovery Material to be disclosed to anyone not expressly permitted by the Order to receive Discovery Material. I agree to be bound by the terms and conditions of the Order.

5. I understand that I am to retain in confidence from all individuals not expressly permitted to receive Discovery Material, whether at home or at work, all copies of any Discovery Materials, and that I will carefully maintain such materials in a manner consistent with the Order. I acknowledge that the return or destruction of Discovery Material shall not relieve me from any other continuing obligations imposed upon me by the Order.

6. I acknowledge and agree that I am aware that by receiving Discovery Material (a) I may be receiving material non-public information about companies that issue securities and (b) there exist laws, including federal securities laws, which may restrict or prohibit the sale or purchase of securities of such companies as a result of the receipt of such information.

7. I stipulate to the jurisdiction of this Court solely with respect to the provisions of the Order.

Date: _____ Signature: _____