

final hearing approximately twenty-one days from the commencement of these chapter 11 cases to consider approval of this motion on a final basis.

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 Bankruptcy Practice and Procedure 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 pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a), 363(b), 1107, and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 6003, 6004, 9013 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2002-1 and 9013-1.

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. Concurrent with the filing of this motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

The Customer Programs

7. The Debtors historically have provided certain incentives and accommodations to, and entered into certain arrangements with, their customers to attract and maintain positive customer relationships (the “Customer Programs”).³ The Customer Programs promote customer satisfaction and inure to the goodwill of the Debtors’ business and the value of their brand. Because maintaining brand value and the goodwill of their customers is important to the Debtors’ ability to efficiently administer their estates during the pendency of these chapter 11 cases, maintaining the Customer Programs is of vital importance.

8. As of the Petition Date, the Debtors estimate that there are approximately \$10 million of prepetition obligations outstanding related to the Non-Conformance Claims (as

³ Although the description of the Customer Programs set forth in this motion is intended to be comprehensive, the Debtors may have inadvertently omitted some of the Customer Programs. The Debtors request relief with regard to all Customer Programs, regardless of whether any individual Customer Program is specifically identified herein.

defined herein).⁴ The Debtors seek authority, but not direction, in their business judgment, to make payments on account of the Customer Programs in an aggregate amount not to exceed \$10 million, of which \$5 million shall be available upon entry of the Interim Order and the remaining amount upon entry of the Final Order. Some of these obligations, such as contingent Warranty obligations, certain Non-Conformance Claims, and Price Indexing, *do not* entail the expenditure of cash by the Debtors. By this motion, the Debtors seek authority to maintain, modify, and supplement the Customer Programs in the ordinary course of business and to continue to honor all customer-related obligations, including paying prepetition obligations associated therewith.

I. Non-Conformance Claims.

9. The Debtors manufacture highly sophisticated automotive components and systems that their customers eventually incorporate into the vehicles that they bring to market. Given the customized nature of many of the parts that the Debtors design and manufacture for their customers, the Debtors' production processes need to operate at a near-perfect degree of precision in order to meet the exacting specifications set forth in the contracts and purchase orders that govern these arrangements.

10. In the ordinary course of business, a customer may accept delivery from the Debtors and later identify potential defects in the products purchased, find that it is unable to integrate the products into its vehicles as originally anticipated, or allege that the Debtors have failed to meet their obligations under the applicable sales agreements in some other respect. In addition, unanticipated issues in the Debtors' production processes might cause a delay in delivery on the

⁴ Monetary amounts stated herein originally denominated in Euros or other currencies have been converted to the United States Dollar based on current exchange rates retrieved at the close of business on May 31, 2025 (prevailing Eastern Time).

timeline previously agreed to by the Debtors and the customer, making it necessary for the customer to pay for expedited logistics solutions or premium freight services in order to receive the purchased products in as short a time as is possible under the circumstances.

11. Once the customer has developed a full accounting of any additional costs imposed by defects or delays, the customer generally contacts the Debtors to negotiate payment terms for these costs (claims for such amounts, the “Non-Conformance Claims”). In some cases, customers invoice the Debtors directly for the Non-Conformance Claims, and in others, customers set off amounts due by applying a debit against the purchase price. In each case, resolutions of Non-Conformance Claims are fully consensual as between the Debtors and the customer.

12. The Debtors dispute Non-Conformance Claims if they disagree with the amounts that a customer attempts to invoice or set off, or a customer’s asserted justification for attempting to invoice or set off those amounts, and work with that customer to resolve the dispute through formal or informal processes. Alternatively, where the Debtors agree with a customer that they have not fulfilled certain of their obligations under a given contract or purchase order, the Debtors may, in their discretion, effectively issue a refund by paying the invoice or by assenting to the customer’s debit against the established purchase price. In some instances, the Debtors agree to modify, rework, or upgrade non-conforming products to better align with customer specifications and incur costs in connection with providing these services.

13. The successful operation of the Debtors’ business depends on productive relationships with customers. The potential benefit that might result from contesting every Non-Conformance Claim would be heavily outweighed by the harm these actions would likely cause to commercial relationships, which often span several decades and represent significant sources of revenue for the Debtors. The ability to reconcile and, when appropriate, assent to

Non-Conformance Claims enables the Debtors to preserve the goodwill of their existing customer base. Absent the flexibility that this process affords the Debtors in reaching consensual resolutions to the issues that inevitably arise in complex manufacturing, the Debtors would risk significant customer attrition over time and would likely face significant declines in revenue.

14. As of the Petition Date, the Debtors estimate that approximately \$10 million in Non-Conformance Claims remains outstanding. The Debtors seek authority, in their discretion, to honor obligations related to Non-Conformance Claims incurred prepetition and to continue honoring their obligations related to Non-Conformance Claims in the ordinary course business and consistent with past practice. Accordingly, the Debtors seek authority, but not direction, in their business judgement, to make payments on account of Non-Conformance Claims in an aggregate not to exceed \$10 million, of which \$5 million shall be available upon entry of the Interim Order and the remaining amount upon entry of the Final Order.

II. Warranties.

15. To maintain their reputation for quality and to maximize customer loyalty, the Debtors provide general warranties for the various products they design and manufacture (collectively, the “Warranties”). The Debtors reserve amounts for generic Warranties, which are broadly available for a range of the products that the Debtors manufacture, and reserve amounts for specific Warranties in connection with individual product lines for circumstances in which the Debtors anticipate that certain customers may submit claims for Warranties following delivery. As a rule, the Warranties are a necessary condition to prevailing in bidding processes to enter into sales contracts with customers. Without the ability to continue offering the Warranties to their customers, the Debtors risk undermining customer confidence and losing substantial market share to their competitors.

16. The Debtors accrue Warranty liabilities on their balance sheet. Rather than requiring near-term expenditures of cash by the Debtors, the Warranties generally create a future performance obligation that the Debtors must satisfy in the event that a defective product becomes eligible for coverage under the terms of applicable Warranties. The Debtors' ability to continue honoring their obligations under the Warranties is essential, however, to maintaining the Customers' willingness to transact with the Debtors and ensuring that the Debtors can continue to generate revenues at expected levels in the ordinary course. Accordingly, the Debtors seek authority to continue honoring their obligations in connection with the Warranties in the ordinary course and consistent with past practice.

III. Price Indexing.

17. In the ordinary course of business, the Debtors submit bids in response to requests for proposals from potential customers seeking to enter into supply agreements for the kinds of specialized automotive parts that the Debtors manufacture. In circumstances where a customer has awarded the Debtors a long-term supply agreement for a substantial volume of products, the Debtors and the customer regularly negotiate the inclusion of terms providing for dynamic pricing of the goods that the Debtors manufacture. Pursuant to these contractual indexing arrangements (collectively, "Price Indexing"), the Debtors adjust the prices of goods sold to account both for external factors such as inflation or changes in raw material costs, and for increased efficiencies attained in the Debtors' production processes over time that allow for flexibility in pricing.

18. Price Indexing is an important component of the Debtors' approach to structuring supply agreements in order to attract new customers, retain their existing customer base, and remain competitive. Without the ability to continue offering Price Indexing, the Debtors expect that many customers would be unwilling to continue transacting with the Debtors or purchasing certain of the Debtors' products, which could lead to a decline in revenues, the ultimate cost of

which would be borne by the Debtors' estates. Because Price Indexing consists entirely of adjusting amounts due to the Debtors from their customers, this program does not entail a cash-pay obligation on the part of the Debtors. As of the Petition Date, the Debtors believe that there are no amounts outstanding on account of their Price Indexing program. Out of an abundance of caution, however, the Debtors seek authority to continue honoring their Price Indexing obligations under existing customer contracts and to continue to offer Price Indexing, in their discretion, in new customer contracts executed on a postpetition basis in the ordinary course of business and consistent with historical practices.

IV. Customer Advances.

19. The Debtors work closely with their customers to design and manufacture customized automotive parts and systems. To manufacture products that meet their customers' expectations and conform to agreed specifications, the Debtors contract with and rely on suppliers of raw materials and other specialized products to provide the inputs necessary to their production processes. The prices of these inputs often fluctuate, however, due to volatile macroeconomic trends and industry headwinds that have downstream effects on the Debtors' supply chain. As a means of preserving the continuity of the supply of goods by the Debtors and avoiding the risk of stoppages in production, certain key customers provide cash advances to the Debtors for future deliveries of goods (such amounts, the "Customer Advances"). Broadly, the terms of the agreements governing the Customer Advances require that the Debtors deduct incremental amounts from the Customer Advances from invoices issued to the customers for future deliveries until the Customer Advances are effectively repaid in full. The Customer Advances benefit both the Debtors, by providing consistent access to liquidity irrespective of macroeconomic and industry trends that might inflate input prices, and the participating customers, by ensuring timely delivery of products required for the vehicles they manufacture.

20. The Customer Advances are a crucial Customer Program. In addition to providing the Debtors with the short-term working capital necessary to maintain an uninterrupted supply of goods to their key customers, the Customer Advances reflect the deeply interconnected and reciprocal nature of the Debtors' commercial relationships with their customers. Given the substantial amount of time required to develop, design, and manufacture customized products, and the limited number of automotive parts manufacturers with production capabilities comparable to the Debtors', the cost to a customer of identifying and contracting with an alternative manufacturer during the term of an existing supply agreement with the Debtors is prohibitive. Similarly, the Debtors invest substantially—in terms of resources, time, and personnel—in acquiring the customized tooling and equipment needed to manufacture goods that conform to customer specifications and training their employees to effectively and safely operate such equipment.

21. As of the Petition Date, the Debtors estimate that approximately \$640 million in Customer Advances remains outstanding. The Debtors expect that Customer Advances existing as of the Petition Date will be fully honored in the context of a chapter 11 plan or a going-concern sale of the Debtors' business, with the ultimate disposition of such Customer Advances remaining subject to further order of the Court. For the avoidance of doubt, the Debtors do not seek authority by this motion to pay prepetition obligations related to the Customer Advances. At present, the Debtors request authority to continue negotiating existing agreements related to prepetition Customer Advances, to the extent necessary, and to negotiate, enter into, and perform under new arrangements for Customer Advances on a postpetition basis in the ordinary course of business and consistent with historical practices.

V. OEM Arrangements

22. The Debtors supply parts to original equipment manufacturers (each, an "OEM") pursuant to certain overarching contractual arrangements (the "OEM Arrangements"). The OEM

Arrangements are typically governed by general terms and conditions that may vary based on the geography of the contracting OEM (“GTCs”), separate award agreements that detail the specific terms of the OEM Arrangements (the “Award Agreements”), and ancillary agreements necessary to implement the Award Agreements (the “Implementation Agreements”). The GTCs contain standard contract provisions, including, but not limited to, warranties, indemnifications, and financial reporting provisions. The Award Agreements detail the specific terms for OEM Arrangements, including, but not limited to, price, contract duration, deliverables, and modifications to the GTCs. Each OEM Arrangement may also contain Implementation Agreements, including engineering, development, and other agreements necessary to implement the Award Agreements.

23. OEMs are the Debtors’ primary customers, and the Debtors’ relationships with OEMs are interdependent and integral to the operation of the Debtors’ business. Put simply, the Debtors’ success depends on the Debtors’ ability to continue selling to OEMs. Further, the Debtors are contractually obligated to honor the OEM Arrangements in the ordinary course of business. The production of automotive components is inherently expensive, and the prices of raw materials used in the Debtors’ manufacturing processes can fluctuate drastically. The OEM Arrangements generate flexibility for both the Debtors and their customers through specialized and targeted terms. Any interruption in the Debtors’ ability to sell products pursuant to the OEM Arrangements would severely affect the Debtors’ business.

24. Failure to authorize the Debtors to continue the OEM Arrangements would severely harm the Debtors’ business. Therefore, while the Debtors do not believe that the OEM Arrangements are outside of the ordinary course of business, out of an abundance of caution, the

Debtors request authority to continue honoring their obligations under the OEM Arrangements and to pay prepetition obligations associated therewith in the ordinary course of business.

Basis for Relief

I. Continuing to Honor the Customer Programs in the Ordinary Course Is Warranted Under Sections 105(a), 363(b), 1107, and 1108 of the Bankruptcy Code.

25. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate. *See, e.g., Miltenberger v. Logansport C. & S.W.R. Co.*, 106 U.S. 286, 311 (1882) (“Many circumstances may exist which may make it necessary and indispensable to the business . . . and the preservation of the property, for the receiver to pay pre-existing debts.”); *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (finding payment of prepetition obligations appropriate where (a) such payment “is essential to the continued operation of the [business] during reorganization” and (b) there exists a “possibility that the creditor will employ an immediate economic sanction, failing such payment.”); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 824–26 (D. Del. 1999) (acknowledging section 105(a) as a standalone statutory basis for the payment of prepetition obligations and synthesizing Third Circuit law into the general rule that payment of such prepetition obligations is appropriate where failure to pay places the business in serious jeopardy). Courts acknowledge several legal theories rooted in the Bankruptcy Code that support the payment of prepetition obligations. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (acknowledging sections 105(a) and 1107(a) of the Bankruptcy Code as statutory bases for paying prepetition obligations).

26. Section 1107(a) of the Bankruptcy Code (a) grants a debtor in possession the “rights . . . and powers . . . of a trustee” and (b) mandates a debtor in possession to perform “all the functions and duties . . . of a trustee.” 11 U.S.C. § 1107(a). In turn, section 1108 of the

Bankruptcy Code authorizes a debtor in possession to “operate the debtor’s business.” 11 U.S.C. § 1108.

27. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also In re James A. Phillips, Inc.*, 29 B.R. 391, 397 (S.D.N.Y. 1983) (relying on section 363 to allow contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b)).

28. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a), courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s businesses. *See In re Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., In re Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New*

Eng. Ry Co., 657 F.2d at 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *In re Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim.” *In re CoServ*, 273 B.R. at 497.

29. These standards are satisfied here. Continuing to administer the Customer Programs without interruption in the ordinary course represents a sound exercise of the Debtors’ business judgment and is necessary to avoid immediate and irreparable harm to the Debtors’ estates and is therefore justified under sections 105(a) and 363(b) of the Bankruptcy Code. The continued administration of the Customer Programs is critical to preserve the value of the Debtors’ estates by, most importantly, preserving customer goodwill and market share, which will inure to the benefit of the Debtors’ estates and their creditors.

30. Where, as here, retaining the loyalty and patronage of customers is critical to successful chapter 11 cases, courts in this district and within the Third Circuit have granted relief similar to that requested herein. *See e.g., In re JOANN Inc.*, No. 25-10068 (CTG) (Bankr. D. Del. Feb. 7, 2025) (authorizing the debtors to continue certain customer programs in the ordinary course of business and honor prepetition obligations related thereto on a final basis); *In re Am. Tire*

Distribs., No. 24-12391 (CTG) (Bankr. D. Del. Nov. 19, 2024) (same); *In re Accuride Corp.*, No. 24-12289 (JKS) (Bankr. D. Del. Nov. 13, 2024) (same); *In re Wheel Pros, LLC*, No. 24-11939 (JTD) (Bankr. D. Del. Oct. 10, 2024) (granting relief on a final basis); *In re Vyair Med., Inc.*, No. 24-11217 (BLS) (Bankr. D. Del. July 9, 2024) (same).⁵

II. Continuing the Customer Programs and Honoring the Customer Obligations is in the Best Interests of the Debtors' Businesses and Their Estates.

31. Continuing to administer the Customer Programs without interruption during the pendency of these chapter 11 cases will help preserve the Debtors' valuable customer relationships and goodwill, which will inure to the benefit of all of the Debtors' stakeholders. In contrast, failure to honor the Customer Programs could place the Debtors at a competitive disadvantage in the marketplace, amplifying the negative effect of any customer uncertainty that may arise from the chapter 11 filings. Such uncertainty could erode the Debtors' brand loyalty—causing customers to switch to competitors—which, in turn, would adversely impact their prospects for value maximizing chapter 11 cases. Maintaining the Customer Programs and the corresponding relationships will ensure a smooth transition immediately following the filing of these chapter 11 cases. Accordingly, the Debtors respectfully request the Court authorize the Debtors to continue to honor the Customer Programs.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

32. The Debtors have sufficient funds to pay the amounts described in this motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to debtor-in-possession financing. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as

⁵ Because of the voluminous nature of the orders cited herein, such orders are not attached to this motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests, other than those relating to authorized payments, will be inadvertently honored. Therefore, the Debtors request authority to authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this motion.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

33. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only “to the extent that relief is necessary to avoid immediate and irreparable harm.” For the reasons discussed above, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors’ operations. Failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their businesses in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

34. 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 rights 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. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

35. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

36. The Debtors will provide notice of this motion to: (a) the United States Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (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”). As this motion is seeking “first day” relief, the Debtors will serve copies of this motion and any order entered in respect to this motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

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

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WHEREFORE, the Debtors request entry of the Interim Order and Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: June 11, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim Order

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 under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2025, at ___:___ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on _____, 2025 and shall be served on: (a) the Debtors, 26555 Northwestern Highway, Southfield, Michigan 48033, Attn.: Marisa Iasenza; (b) proposed counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C., Nicholas M. Adzima, and Evan Swager, (ii) Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Ross M. Kwasteniet, P.C. and Spencer A. Winters, P.C., and (iii) 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; (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy and Timothy J. Fox, Jr.; (d) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason

Elder; (e) 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 and Richard J. Steinberg; (f) counsel to Mizuho Bank, Ltd., in its capacity as the Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady and Andrew L. Magaziner; (g) 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 and Anna Kordas, (ii) Akin Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C., 20006, Attn.: Scott L. Alberino, Kate Doorley, and Alexander F. Antypas, and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn.: Justin R. Alberto and Stacy L. Newman; (h) 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; and (i) any statutory committee appointed in these chapter 11 cases.

3. The Debtors are authorized to continue to (a) administer all Customer Programs currently in effect and modify or supplement the Customer Programs in the ordinary course of business consistent with past practice and (b) honor any obligations related to the Customer Programs whether incurred prepetition or postpetition, on an interim basis, as they come due in the ordinary course of business and consistent with past practice; *provided, however*, that payments on account of prepetition obligations related thereto shall not exceed \$5 million pursuant to this Interim Order without further order of this Court; *provided, further* that, pursuant to this Interim Order, the Debtors shall not be obligated to pay, and the Debtors' customers shall not set off or pursue any other purported remedies in respect of, any prepetition obligations related to the Customer Advances prior to entry of a further order of this Court.

4. The Debtors are authorized to continue negotiating resolutions to existing Customer Advances and to enter into and perform under new Customer Advances contracts on a postpetition basis in the ordinary course and consistent with historical practices.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

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

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. To the extent that the Debtors seek to pay any obligations in connection with the Customer Programs pursuant to this Interim Order outside the ordinary course of business, the Debtors shall provide ten (10) calendar days' prior written notice to the Ad Hoc Group of Senior Lenders.

9. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due prior to the date of the Final Hearing.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

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

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

Exhibit B

Proposed Final Order

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

In re:)	
)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, <i>et al.</i> , ¹)	Case No. 25-11034 (___)
Debtors.)	(Joint Administration Requested)
)	
)	Re: Docket No. ___

**FINAL ORDER
(I) AUTHORIZING THE DEBTORS
TO (A) MAINTAIN AND ADMINISTER
THEIR EXISTING CUSTOMER PROGRAMS AND
(B) HONOR CERTAIN PREPETITION OBLIGATIONS
RELATED THERETO AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”), (a) authorizing the Debtors to (i) maintain and administer the Customer Programs and (ii) honor certain prepetition obligations related thereto and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

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

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 before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized to continue to (a) administer all Customer Programs currently in effect and modify or supplement the Customer Programs in the ordinary course of business consistent with past practice and (b) honor any obligations related to the Customer Programs whether incurred prepetition or postpetition, on a final basis, as they come due in the ordinary course of business and consistent with past practice; *provided, however*, that payments on account of prepetition obligations related thereto shall not exceed \$10 million pursuant to this Final Order without further order of this Court; *provided, further* that, pursuant to this Final Order, the Debtors shall not be obligated to pay, and the Debtors' customers shall not set off or pursue any other purported remedies in respect of, any prepetition obligations related to the Customer Advances prior to entry of a further order of this Court.
3. The Debtors are authorized to continue negotiating resolutions to existing Customer Advances and to enter into and perform under new Customer Advances contracts on a postpetition basis in the ordinary course and consistent with historical practices.

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

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

6. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

7. To the extent that the Debtors seek to pay any obligations in connection with the Customer Programs pursuant to this Interim Order outside the ordinary course of business, the Debtors shall provide ten (10) calendar days' prior written notice to the Ad Hoc Group of Senior Lenders.

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

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

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

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