Docket #0018 Date Filed: 6/23/2026

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)

MOTION FOR ISSUANCE OF REQUEST FOR INTERNATIONAL JUDICIAL ASSISTANCE, APPOINTMENT OF COMMISSIONER, AND DIRECTION OF SUBMISSION OF HAGUE CONVENTION APPLICATION

[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.

2511034260625000000000004

Plaintiffs OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding ("OPmobility") respectfully request that the Court enter the proposed Order in the form attached hereto as **Exhibit A**: (i) issuing a Request for International Judicial Assistance (the "Request for Assistance") pursuant to 28 U.S.C. § 1781 and Chapter II of the Hague Convention on the Taking of Evidence Abroad in Civil or Commercial Matters, March 18, 1970, T.I.A.S., No. 7444, 23 U.S.T. 2555 (the "Hague Convention") in the form attached to the proposed Order as **Exhibit 1**; (ii) appointing Alexander Blumrosen as commissioner ("Commissioner") pursuant to Article 17 of the Hague Convention; (iii) directing the submission of the Order and Request for Assistance to the French Ministère de la Justice; (iv) granting additional relief set forth in the Order; and (v) granting such other and further relief as this Court may deem just and proper. In support thereof, OPmobility respectfully represents as follows:

BACKGROUND

1. On June 16, 2026, OPmobility commenced this adversary proceeding in connection with the above-captioned chapter 11 cases of Marelli Automotive Lighting USA LLC and certain of its affiliated debtors. *See* Adv. Compl., 26-50470-CTG, Dkt. No. 1 ("Adversary Complaint"). The defendants named in the Adversary Complaint are Marelli Holdings Co., Ltd., Marelli Corporation, Marelli North America, Inc., Marelli Holding USA LLC, Marelli Tennessee USA LLC, and Marelli Automotive Lighting USA LLC (together, "Marelli") and Strategic Value Partners, LLC, and Doe Defendants 1-20 ("SVP" and, together, the "Defendants").

2. As set forth in the Adversary Complaint, OPmobility has alleged as follows:

   i. For nearly six years, Laurent Favre served as Chief Executive Officer of OPmobility SE. Adv. Compl. ¶ 2. In addition, he was appointed to positions such as President, Director, and/or CEO of eleven additional

subsidiary or affiliate entities across the OPmobility enterprise, including as President of OPmobility Lighting Holding, and President and Director of OPmobility Holding USA Inc. *Id.* Mr. Favre's role allowed him access to OPmobility's most sensitive, valuable, and secret information, which if disclosed to a competitor could cause significant, irreparable harm to OPmobility's commercial interests. *Id.* To protect the company, Mr. Favre and OPmobility negotiated a written employment contract (the "Employment Contract") that included (1) a strict confidentiality clause that provides "absolute" protection for confidential information learned in the course of his employment, and (2) a non-competition covenant in which he agreed not to work (as an employee, consultant, or otherwise) for any competitor for two years following his departure. *Id.*

ii. Although Mr. Favre's employment with OPmobility ended on November 6, 2025, Mr. Favre's Employment Contract obligations remain in full force, as does Mr. Favre's continuing fiduciary duty of loyalty, which precludes him from using or disclosing OPmobility confidential information which he learned during his employment. *Id.* ¶ 3.

iii. Marelli is one of OPmobility's direct competitors. Adv. Compl. ¶ 15. Marelli currently is in chapter 11 proceedings before this Court, and SVP leads a group of senior lenders (the "Ad Hoc Group") that holds roughly 50 percent of Marelli's senior debt. *Id.* ¶ 1.

iv. Marelli and SVP have actively recruited Mr. Favre to serve as Marelli's CEO, thereby inducing the breach of his obligations to OPmobility. *Id.* ¶¶

4, 19, 60, 102, 110, 154. Accordingly, OPmobility has alleged that the Defendants have engaged in trade secret misappropriation, aiding and abetting the breach of Mr. Favre's fiduciary duties to OPmobility, and tortious interference with Mr. Favre's performance under his employment contract. *Id.* ¶¶ 120–57.

3. OPmobility maintains custody and control over several of its own internal documents which represent a significant body of evidence relevant to these allegations, including documents and information relating to: Mr. Favre's hiring, employment, compensation, retention, and departure from employment with or by OPmobility; OPmobility's employee non-compete clauses and obligations; OPmobility's employee confidentiality clauses and obligations; Mr. Favre's access to trade secrets and confidential information during his tenure with OPmobility; pricing strategy and structure; strategic planning; product development and strategic customer analysis; merger and acquisition ("M&A") and joint venture opportunities; M&A strategic plans; assessments of markets; assessments of competitors; analyses of potential acquisitions; plans and term sheets for potential and realized mergers, acquisitions, or joint ventures; non-disclosure agreements and memoranda of understanding relating to confidential information; assessments regarding whether to expand into certain businesses or geographic markets; mobile device management policies, digital charters, and mobile applications management; and information protection and classification policies. In addition, OPmobility intends to procure declarations by OPmobility employees with relevant knowledge in support of its motion for a preliminary injunction. These OPmobility documents (the "French Documents") originated in France and are held by OPmobility in France.

4. OPmobility intends to file a motion for preliminary injunctive relief, and to request that the Court set a hearing on that motion as soon as reasonably possible. OPmobility is unable to file such a motion, proceed with an evidentiary hearing, or provide the Court with the evidence it needs to evaluate OPmobility's request for such relief, until OPmobility has the ability to attach, reference, and use its own French Documents in a United States litigation.

5. Various laws govern the gathering, provision and use of OPmobility's French Documents, such as French Law No. 68-678 of July 26, 1968, relating to the Communication of Economic, Commercial, Industrial, Financial, or Technical Documents and Information to Foreign Individuals or Legal Entities, as modified by Law No. 80-538 of July 16, 1980 (Article 1 *bis*) (the "French Blocking Statute") and the Hague Convention.

6. Accordingly, this Motion is made to facilitate OPmobility's use of its own French Documents consistent with applicable law. *See, e.g.*, *Maxus Liquidating Tr. v. YPF S.A.*, Dkt. No. 271, Adv. Pro. No. 18-50489-CTG (Bankr. D. Del.) (issuing a request for international judicial assistance); *PES Holdings, LLC v. Allianz Glob. Risks US Ins. Co.*, Dkt. No. 164, Adv. Pro. No. 20-50454-LSS (Bankr. D. Del.) (same).

7. As explained herein, the Motion merely facilitates OPmobility's ability to lawfully collect and use its own documents and information in this Adversary Proceeding, including to support its claims and respond to discovery, without running afoul of French or U.S. law. OPmobility has met and conferred with counsel for the Defendants regarding this Motion. The Defendants have stated they intend to oppose the Motion.

THE FRENCH BLOCKING STATUTE

8. Article 1 *bis* of French Law No. 68-678 of July 26, 1968, as modified by Law No. 80-538 of July 16, 1980, provides that:

> Subject to treaties or international agreements and applicable laws and regulations, it is prohibited for any party to request, seek or disclose, in writing, orally or otherwise, economic, commercial, industrial, financial or technical documents or information leading to the constitution of evidence with a view to foreign judicial or administrative proceedings or in connection therewith.

9. The French Documents fall within this provision of the French Blocking Statute, as they constitute economic, commercial, industrial, financial, or technical information held by a French entity, and OPmobility intends to use them in this U.S. adversary proceeding.

10. Pursuant to Article 3 of the French Blocking Statute, failure to comply with Article 1 *bis* is punishable by a maximum sentence of six months' imprisonment and/or a fine of up to €90,000.

11. The prohibition in the French Blocking Statute does not apply, however, when evidence in France is provided or used pursuant to international treaties or agreements and applicable laws and regulations, which include the Hague Convention.

12. Both France and the United States are signatories to the Hague Convention.

THE HAGUE CONVENTION

13. This Motion is made to facilitate OPmobility's use of its own French Documents in this adversary proceeding through the Hague Convention, in accordance with applicable law. This process will allow OPmobility to comply with the French Blocking Statute, while at the same time complying with its anticipated U.S. discovery obligations.

14. OPmobility has endeavored to ensure that proceeding via the Hague Convention will not cause any material delay. First, as noted above, these are OPmobility's own documents, and OPmobility will provide them expeditiously to the appointed Commissioner as soon as it is authorized to do so. Second, OPmobility's French counsel has been in communication with the *Service de l'information stratégique et de la sécurité économiques* (the "SISSE") the governmental

body attached to the "*Direction générale des entreprises"* at the French Ministry of Economy which is charged with overseeing the application of the French Blocking Statute, to ensure the matter proceeds as smoothly as possible.

15. The Hague Convention provides various methods for obtaining evidence depending on the nature of the evidence sought. Here, OPmobility relies on the consensual procedures described in Chapter II, Article 17 of the Hague Convention, which provides for the use of a commissioner in France, appointed by this Court and approved by the French Ministère de la Justice, to receive documents from OPmobility and to transmit those documents to counsel. The consent procedures described in Chapter II, Article 17 of the Hague Convention do not require the intervention of a French court.

16. Upon issuance of the Request for Assistance and issuance of the proposed Order by this Court, counsel for OPmobility will file these documents, along with French translations thereof, with the Ministère de la Justice, Direction des Affaires Civiles et du Sceau, Département de l'entraide, du droit international privé et européen ("DEDIPE"), 13 Place Vendôme, 75042 Paris Cedex 01, France. Upon the approval of the Commissioner by the Ministère de la Justice or other competent French authority, OPmobility will begin transmitting the French Documents to the Commissioner.

17. The proposed Commissioner, Mr. Blumrosen, is an American attorney admitted in both the State of New York and Paris, France. He is independent from the parties in this case. Mr. Blumrosen has specialized in handling Hague Convention matters in Paris for more than 25 years and has sound experience acting as a Commissioner.

18. In order to expedite the process, the attached Request for Assistance states, in Item 3, that the Commissioner has been designated (in addition to OPmobility's U.S. counsel) to accept

service of the Hague Convention authorization and notifications from French governmental authorities related to the Hague Convention proceedings on behalf of OPmobility, and to transmit the authorization and notifications to counsel for OPmobility and the Defendants simultaneously.

19. All costs of this Hague Convention process, including, without limitation, the fees of the Commissioner, translation fees for these motion papers, and any transmittal costs for the French Documents, will be borne by OPmobility. Each party will be responsible for the fees and expenses, if any, of its own attorneys relating to any proceedings arising from this Hague Convention process.

20. Neither this Motion, the proposed Order, the transmission of French Documents by OPmobility to the Commissioner pursuant to the Hague Convention, any examination of French Documents by the Commissioner, nor the terms of the Request for Assistance is intended to constitute or operate as a waiver of any argument, position, objection, allegation, claim, or defense of any party in the above-captioned adversary proceeding, including the attorney-client privilege, the work product doctrine, or any other privileges, rights, protections, or prohibitions that may apply to that evidence under the laws of France, the United States, or applicable non-bankruptcy law.

RELIEF REQUESTED

21. By this application, OPmobility hereby requests that this Court issue an Order in the form attached as **Exhibit A**:

i. Issuing the Request for Assistance pursuant to 28 U.S.C. § 1781 and Chapter II of the Hague Convention, in the form annexed as **Exhibit 1** to the proposed Order;

ii. Appointing Alexander Blumrosen as Commissioner pursuant to Article 17 of the Hague Convention, pending the approval of the French Ministère de la Justice, to: (a) receive from OPmobility the French Documents that OPmobility seeks to use in the above-captioned adversary proceeding, as described in the Request for Assistance, (b) transmit the French Documents to counsel for use in the Adversary Proceeding, (c) upon completion, inform the French Ministère de la Justice;

iii. Directing submission of the Order and Request for Assistance to the French Ministère de la Justice, for the purpose of approving the appointment of the Commissioner;

iv. Granting additional relief set forth in the Order; and

v. Granting such other and further relief as this Court may deem just and proper.

CONCLUSION

For the reasons set forth above, OPmobility hereby requests that this Court issue the proposed Order.

Dated: June 23, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Jacob R. Kirkham

KOBRE & KIM LLP
Jacob R. Kirkham (No. 5768)
Stephen J. Astringer (No. 6375)
Danielle Bateman (*pro hac vice*)
600 North King Street, Suite 501
Wilmington, Delaware 19801
Telephone: (302) 518-6460
Facsimile: (302) 518-6461
jacob.kirkham@kobrekim.com
stephen.astringer@kobrekim.com
danielle.bateman@kobrekim.com

-and-

Michael Ng (admitted *pro hac vice*)
Daniel A. Zaheer (admitted *pro hac vice*)
150 California Street, 19th Floor
San Francisco, CA 94111
Telephone: (415) 582-4800
Facsimile: (415) 582-4811
michael.ng@kobrekim.com
daniel.zaheer@kobrekim.com

-and-

Adam M. Lavine (admitted *pro hac vice*)
George Stamatopoulos (admitted *pro hac vice*)
Jessica K. Fender (admitted *pro hac vice*)
Zachary Sizemore (admitted *pro hac vice*)
800 Third Avenue
New York, NY 10022
Telephone: (212) 488-1200
Facsimile: (212) 488-1220
adam.lavine@kobrekim.com
george.stamatopoulos@kobrekim.com
jessica.fender@kobrekim.com
zachary.sizemore@kobrekim.com

Attorneys for Plaintiffs OPmobility Gestion; OPmobility SE; OPmobility Holding USA, Inc.; and OPmobility Lighting Holding.

EXHIBIT 1

Request for International Judicial Assistance

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)

REQUEST FOR INTERNATIONAL JUDICIAL ASSISTANCE
IN THE AUTHORIZATION OF A COMMISSIONER PURSUANT TO THE HAGUE CONVENTION OF 18 MARCH 1970 ON THE TAKING OF EVIDENCE ABROAD IN CIVIL OR COMMERCIAL MATTERS

[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.

A request is hereby made by the United States Bankruptcy Court for the District of Delaware, at 824 N Market Street, Wilmington, DE 19801, UNITED STATES OF AMERICA, to the Ministère de la Justice Direction des Affaires Civiles et du Sceau, Département de l'entraide, du droit international privé et européen ("DEDIPE"), 13 Place Vendôme, 75042 Paris Cedex 01, FRANCE for assistance in obtaining document discovery from OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding ("OPmobility"), the Plaintiffs in the above-captioned action. This request is made pursuant to Chapter II of the Hague Convention of 18 March 1970 on the Taking of Evidence in Civil or Commercial Matters (the "Hague Convention").

1.	Sender	The Honorable Craig T. Goldblatt United States Bankruptcy Court District of Delaware 824 North Market Street Wilmington, Delaware 19801 UNITED STATES OF AMERICA
2.	Central Authority of the Requested State	Ministère de la Justice Direction des Affaires Civiles et du Sceau Département de l'entraide, du droit international privé et européen (DEDIPE) 13 Place Vendôme 75042 Paris Cedex 01, FRANCE
3.	Person to whom the executed request is to be returned.	Jacob R. Kirkham (No: 5768) Kobre & Kim LLP 600 North King Street, Suite 501 Wilmington, Delaware 19801 Telephone: +1 (302) 518-6456 Email: jacob.kirkham@kobrekim.com OPmobility also designates the appointed Commissioner, Mr. Alexander Blumrosen, to accept service of the Hague Convention authorization and notifications from the French governmental authorities related to the Hague Convention proceedings on behalf of

OPmobility. The Commissioner shall transmit such authorization and notifications to counsel for OPmobility and the defendants in the above-captioned action, Marelli Holdings Co., Ltd., Marelli Corporation, Marelli North America, Inc., Marelli Holding USA LLC, Marelli Tennessee USA LLC, and Marelli Automotive Lighting USA LLC (together, "Marelli") and Strategic Value Partners, LLC ("SVP" and, together, the "Defendants") simultaneously.

In conformity with Chapter II, Article 17 of the Hague Convention, the United States Bankruptcy Court for the District of Delaware presents its compliments to the Ministère de la Justice and has the honor to submit the following request:

4.	Specification of the date by which the requesting authority requires receipt of the response to the Request for International Judicial Assistance ("Request for Assistance")	The requesting authority would greatly appreciate a response to the Request for Assistance as soon as is practicable, as OPmobility intends to file a motion for preliminary injunctive relief, and to request that the undersigned Court set a hearing on that motion. The parties cannot file supporting briefs, nor can the Court proceed with an evidentiary hearing, until the below-described documents and information may be used in a United States litigation.
5.	Requesting Judicial Authority	United States Bankruptcy Court for the District of Delaware 824 North Market Street Wilmington, Delaware 19801 UNITED STATES OF AMERICA
6.	To the competent authority of	The Republic of France
7.	Name of the case and any identifying number	*OPmobility Gestion et al. v. Strategic Value Partners, LLC et al.*, Adv. Pro. No. 26-50470 (CTG) (Bankr. D. Del.) (Adversary proceeding in *In re Marelli Automotive Lighting USA LLC, et al.*, Case No. 25-11034 (CTG) (Bankr. D. Del.))
8.	Name of Plaintiffs	OPmobility Gestion; OPmobility SE; OPmobility Holding USA, Inc.; and OPmobility Lighting Holding

9.	Name and addresses of Plaintiffs' representatives	Jacob R. Kirkham (No. 5768) Stephen J. Astringer (No: 6375) Danielle Bateman (*pro hac vice*) Kobre & Kim LLP 600 North King Street, Suite 501 Wilmington, Delaware 19801 Telephone: +1 (302) 518-6460 Email: jacob.kirkham@kobrekim.com Email: stephen.astringer@kobrekim.com Email: danielle.bateman@kobrekim.com Michael Ng (*pro hac vice*) Daniel A. Zaheer (*pro hac vice*) Kobre & Kim LLP 150 California Street, 19th Floor San Francisco, CA 94111 Telephone: +1 (415) 582-4800 Email: michael.ng@kobrekim.com Email: daniel.zaheer@kobrekim.com Adam M. Lavine (*pro hac vice*) George Stamatopoulos (*pro hac vice*) Jessica K. Fender (*pro hac vice*) Zachary Sizemore (*pro hac vice*) Kobre & Kim LLP 800 Third Avenue New York, NY 10022 Telephone: +1 (212) 488-1200 Email: adam.lavine@kobrekim.com Email: george.stamatopoulos@kobrekim.com Email: jessica.fender@kobrekim.com Email: zachary.sizemore@kobrekim.com
10.	Name of the relevant Defendants	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, Doe Defendants 1-20
11.	Names and addresses of relevant Defendants' representatives	On behalf of **Marelli** entities: Nicholas M. Adzima

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Telephone: +1 (212) 390-4409
Email: nicholas.adzima@kirkland.com

On behalf of the **SVP** entities:

Marty L. Brimmage, Jr.
Akin Gump Stauss Hauer & Feld LLP
One Bryant Park
Bank of America Tower
New York, NY 10036-6745 US
Telephone: +1 (214) 969-2885
Email: mbrimmage@akingump.com

12.	Nature and purpose of the proceedings and summary of the facts	On June 16, 2026, OPmobility commenced an adversary proceeding in connection with the above-captioned chapter 11 cases of Marelli Automotive Lighting USA LLC and certain of its affiliated debtors. *See* Adv. Compl., Dkt. No. 1, 26-50470 (CTG) ("Adversary Complaint"). As set forth in the Adversary Complaint, OPmobility alleges the following: Laurent Favre served as Chief Executive Officer of OPmobility SE. In addition, he was appointed to positions such as President, Director, and/or CEO of eleven additional subsidiary or affiliate entities across the OPmobility enterprise, including as President of OPmobility Lighting Holding, and President and Director of OPmobility Holding USA Inc. Mr. Favre's role allowed him access to OPmobility's most sensitive, valuable, and secret information, which if disclosed to a competitor could cause significant, irreparable harm to OPmobility's commercial interests. OPmobility further alleges that: Mr. Favre and OPmobility negotiated a written employment contract (the "Employment Contract") that included (1) a strict confidentiality clause that provides "absolute" protection for confidential information learned in the course of his employment, and (2) a non-competition covenant in which he agreed not to work (as an

employee, consultant, or otherwise) for any competitor for two years following his departure. Although Mr. Favre's employment with OPmobility ended on November 6, 2025, OPmobility alleges that Mr. Favre's Employment Contract obligations remain in full force, as does Mr. Favre's continuing fiduciary duty of loyalty, which precludes him from using or disclosing OPmobility confidential information which he learned during his employment.

OPmobility further alleges that: Marelli is one of OPmobility's direct competitors. Marelli currently is in chapter 11 proceedings before this Court, and SVP leads a group of senior lenders (the "Ad Hoc Group") that holds roughly 50 percent of Marelli's senior debt. Marelli and SVP have actively recruited Mr. Favre to serve as Marelli's CEO, thereby inducing the breach of his obligations to OPmobility.

Accordingly, OPmobility has alleged that: the Defendants have engaged in trade secret misappropriation, aiding and abetting the breach of Mr. Favre's fiduciary duties to OPmobility, and tortious interference with Mr. Favre's performance under his employment contract.

OPmobility maintains custody and control over its own internal documents and information which represent a significant body of evidence relevant to these allegations. As described in more detail below, these include documents such as the Employment Contract, confidential internal OPmobility records reflecting Mr. Favre's access to trade secrets and confidential information during his tenure, and internal communications. In addition, OPmobility has indicated it may procure declarations by OPmobility employees with relevant knowledge in support of its motion for a preliminary injunction. These OPmobility documents originated in France and are held by OPmobility in France.

		Various laws govern the gathering, provision, and use of the documents and information described below, such as French Law No. 68-678 of July 26, 1968, relating to the Communication of Economic, Commercial, Industrial, Financial, or Technical Documents and Information to Foreign Individuals or Legal Entities, as modified by Law No. 80-538 of July 16, 1980 (Article 1 *bis*) (the "French Blocking Statute") and the Hague Convention. Accordingly, this Request for Assistance is made to facilitate OPmobility's production and use of its own documents and materials, as described herein, consistent with applicable law.
13.	Evidence to be obtained	Documents and information (the "French Documents") relating to: Mr. Favre's hiring, employment, compensation, retention, and departure from employment with or by OPmobility; OPmobility's employee non-competition clauses and obligations; OPmobility's employee confidentiality clauses and obligations; Mr. Favre's access to trade secrets and confidential information during his tenure with OPmobility; pricing strategy and structure; strategic planning; product development and strategic customer analysis; merger and acquisition ("M&A") and joint venture opportunities; M&A strategic plans; assessments of markets; assessments of competitors; analyses of potential acquisitions; plans and term sheets for potential and realized mergers, acquisitions, or joint ventures; non-disclosure agreements and memoranda of understanding relating to confidential information; assessments regarding whether to expand into certain businesses or geographic markets; mobile device management policies, digital charters, and mobile applications management; and information protection and classification policies. In addition, OPmobility intends to procure declarations by OPmobility employees with

		relevant knowledge in support of its motion for a preliminary injunction.
14.	Whether the Plaintiffs and relevant Defendant have consented to document discovery	OPmobility is voluntarily producing the French Documents in connection with this adversary proceeding. The Defendants have been informed of, and oppose, the process established by this Order.
15.	Suggested Date by which any discovery must be completed	Documents shall be provided on a rolling basis as promptly as practicable following the Ministère de la Justice's approval of the Commissioner, subject to any orders entered by this Court.
16.	Special methods or procedures to be followed	All French Documents may be designated and marked as "Confidential" or such other designation as may be specified in any protective order entered in this adversary proceeding, or if no such order has been entered may be designated as "Confidential" in accordance with Local Bankruptcy Rule 9018-1(f), and shall be subject to the terms of that order or rule. As outlined in any applicable protective order, Confidential material may not be disclosed outside the adversary proceeding except as authorized by this Court.
17.	Specification of privilege or duty to refuse to produce documents or information under the law of the State of origin	Neither this Request for Assistance, the transmission of documents to the Commissioner, nor any examination of documents by the Commissioner, shall waive, or be deemed to have waived, the attorney-client privilege, the work product doctrine, or any other privileges, rights, protections, or prohibitions that may apply to that evidence under the laws of France, the United States, or applicable non-bankruptcy law.
18.	Authority appointing Commissioner pending approval of the Ministère de la Justice	United States Bankruptcy Court for the District of Delaware 824 North Market Street Wilmington, Delaware 19801 UNITED STATES OF AMERICA
19.	Commissioner	Mr. Alexander Blumrosen

		Polaris Law 4, avenue Hoche 75008 Paris FRANCE Tel: +33 6 80 01 14 13 ablumrosen@polarislaw.eu Attached hereto is the Order of the United States Bankruptcy Court for the District of Delaware, appointing Alexander Blumrosen as Commissioner, pending the approval of the Ministère de la Justice.
20.	Costs	All costs of this Hague Convention process, including, without limitation, the fees of the Commissioner, translation fees for these motion papers, and any transmittal costs for the French Documents, will be borne by OPmobility. Each party will be responsible for the fees and expenses, if any, of its own attorneys relating to any proceedings arising from this Hague Convention process.

This Court expresses its appreciation to the Ministère de la Justice for its courtesy and assistance in this matter.

Dated: _____, 2026

_____

Honorable Craig T. Goldblatt
United States Bankruptcy Judge

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 PLAINTIFFS' MOTION FOR ISSUANCE OF REQUEST FOR INTERNATIONAL JUDICIAL ASSISTANCE, APPOINTMENT OF COMMISSIONER, AND DIRECTION OF SUBMISSION OF HAGUE CONVENTION APPLICATION

[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 the Motion for Issuance of Request for International Judicial Assistance, Appointment of Commissioner, and Direction of Submission of Hague Convention Application (the "Motion") filed by Plaintiffs OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding ("OPmobility"), requesting the issuance of a Request for International Judicial Assistance ("Request for Assistance") pursuant to 28 U.S.C. § 1781, Chapter II of the Hague Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters, T.I.A.S. No. 7444, 23 U.S.T. 2555 (the "Hague Convention"), this Court's inherent authority, and in light of the comity between the United States and France, and upon the record of the above-captioned matter;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. The Request for Assistance attached to the Motion as **Exhibit 1** is hereby issued as the Court's Request for Assistance and is fully incorporated herein. This Court shall sign the Request for Assistance and affix the seal of the United States Bankruptcy Court for the District of Delaware over said signature.

3. Pursuant to Article 17 of the Hague Convention, Alexander Blumrosen is hereby duly appointed, pending the approval of the French Ministère de la Justice and subject to the terms of the Request for Assistance, as Commissioner to:

   a. receive from OPmobility its own French-origin documents that OPmobility seeks to use in this adversary proceeding, as described in the Request for Assistance and any attachments thereto (the "French Documents");

b. transmit the French Documents to counsel for OPmobility pursuant to Article 17 of the Hague Convention and in performance of the Commissioner's appointment and duties thereunder; and

c. upon completion, inform the French Ministère de la Justice.

4. This signed Order and the signed Request for Assistance will be given to Kobre & Kim LLP, counsel for OPmobility, which will file or request the Commissioner to timely file both documents (and the exhibits thereto), along with French translations of both documents (and the exhibits thereto), with the Ministère de la Justice, Direction des Affaires Civiles et du Sceau, Département de l'entraide, du droit international privé et européen ("DEDIPE"), 13 Place Vendôme, 75042 Paris Cedex 01, France.

5. OPmobility will use its best efforts to promptly obtain the Ministère de la Justice's approval of the Court's Request for Assistance and appointment of the Commissioner. After the Ministère de la Justice's approval, OPmobility will make best efforts to begin transmitting the French Documents to the Commissioner on a rolling basis.

6. All French Documents will be subject to the protections of the applicable protective order entered in this adversary proceeding or, if no such order has been entered, subject to the protections of Local Bankruptcy Rule 9018-1(f).

7. The Commissioner will adhere to any order issued by this Court relating to document discovery in this adversary proceeding.

8. All costs of this Hague Convention process, including, without limitation, the fees of the Commissioner, translation fees for these motion papers, and any transmittal costs for the French Documents, will be borne by OPmobility. Each party will be responsible for the fees and

expenses, if any, of its own attorneys relating to any proceedings arising from this Hague Convention process.

9. Neither this Order, the transmission of French Documents by OPmobility to the Commissioner, any examination of French Documents by the Commissioner, nor the terms of the Request for Assistance itself shall constitute or operate as a waiver of any argument, position, objection, allegation, claim, or defense of any party in this adversary proceeding, or of the attorney-client privilege, the work product doctrine, or any other privileges, rights, protections, or prohibitions that may apply to that evidence under the laws of France, the United States, or applicable non-bankruptcy law.