Docket #0022 Date Filed: 7/2/2026

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)

PLAINTIFFS' MOTION FOR MANDATORY OR, IN THE ALTERNATIVE, PERMISSIVE WITHDRAWAL OF THE REFERENCE

[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.

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OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding (together, "OPmobility" or "Plaintiffs"), by and through their undersigned counsel, hereby move (the "Motion") for mandatory, or in the alternative, permissive withdrawal of the reference, so that this Adversary Proceeding, currently pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), can properly proceed in the United States District Court for the District of Delaware (the "District Court") against Defendants Marelli Holdings Co., Ltd., Marelli Corporation, Marelli North America, Inc., Marelli Holding USA LLC, Marelli Tennessee USA LLC, Marelli Automotive Lighting USA LLC (together, "Marelli"), and Strategic Value Partners, LLC and Doe Defendants 1-20 (together, "SVP", and collectively with Marelli, the "Defendants").

NATURE AND STAGE OF THE PROCEEDINGS

On June 11, 2025, Marelli Automotive Lighting USA LLC and certain related entities (the "Marelli Debtors") commenced voluntary cases under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"), which are jointly administered under the caption *In re Marelli Automatic Lighting USA, LLC*, Case No. 25-11034 (CTG) (Bankr. D. Del.). Defendant SVP is the leader of Marelli's largest creditor group (the "Ad Hoc Group"). Following the Marelli Debtors' eventual exit from bankruptcy, it is anticipated that the Ad Hoc Group, led by SVP, will assume control over Marelli's operations.

On June 16, 2026, OPmobility commenced the Adversary Proceeding against the Defendants, seeking to prevent imminent and irreparable harm, and to recover damages arising from the misappropriation of its trade secrets and other tortious conduct. *See* Adv. D.I. 1. The Complaint asserts four causes of action, none of which arise under bankruptcy law, and all of which accrued after the commencement of the Chapter 11 Cases. Each of the claims arises from the Ad Hoc Group's hiring of OPmobility's former CEO, Mr. Laurent Favre, who is actively

assisting with Marelli's strategic planning and will eventually assume the role of Marelli CEO. The causes of action are: (1) misappropriation of OPmobility's trade secrets under the federal Defend Trade Secrets Act ("DTSA"), 18 U.S.C. § 1836 *et seq*.; (2) misappropriation of OPmobility's trade secrets under the Delaware Uniform Trade Secrets Act, 6 Del. C. § 2001 *et seq.*; (3) tortious interference with OPmobility's employment contract with Mr. Favre; and (4) aiding and abetting Mr. Favre's breach of his continuing fiduciary duties to OPmobility. The Defendants have not yet filed a response to the Complaint. OPmobility intends to move for a preliminary injunction as soon as a French law procedural requirement governing the use of its own documents is satisfied.[1]

Pursuant to 28 U.S.C. § 157(d) ("Section 157(d)") and 28 U.S.C. § 1334(b), Rule 5011 of the Federal Rules of Bankruptcy Procedure, and Rule 5011-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, OPmobility brings this Motion and respectfully requests that the District Court withdraw the reference, so that all further matters in this Adversary Proceeding are before the District Court.

SUMMARY OF THE ARGUMENT

1. In April 2026, the Ad Hoc Group publicly announced the hiring of OPmobility's former CEO, Mr. Laurent Favre, and stated that Mr. Favre is working to support Marelli's ongoing restructuring and strategic planning. Mr. Favre left OPmobility in late 2025, and he remains in possession of OPmobility's most sensitive confidential information and trade secrets, including its product, customer, and supplier pricing and expansion plans for the current and upcoming fiscal year—in fact, he made the final decision to approve those plans. *See* Adv. D.I. 1. at ¶ 23. Despite

[1] As explained in OPmobility's Motion to Appoint a French Commissioner, *see* Adv. D.I. 18, as a French company, OPmobility is subject to the French "Blocking Statute" which mandates that a Commissioner authorize the use of OPmobility's documents in the Adversary Proceeding.

possessing OPmobility's most sensitive trade secrets, and notwithstanding contractual non-competition (the "Non-Competition Provision") and confidentiality obligations (the "Confidentiality Provision") that were expressly bargained for and agreed to in Mr. Favre's employment contract (the "Employment Contract") in order to protect those trade secrets, Mr. Favre appears to already be working on behalf of Marelli by, among other things, meeting with OPmobility's customers, working with shareholders, and visiting plants. *Id.* at ¶ 5. OPmobility recently discovered that Mr. Favre sent copies of OPmobility's highly sensitive trade secret information to a personal email account in his last formal days of employment with the company, at a point when he was aware that employment would not continue. Those trade secrets include company documents reflecting OPmobility's past financial performance, the company's forward projections for up to five years, and analysis of the performance of its business units.

2. OPmobility brought the Adversary Proceeding to protect its trade secrets and its rights. As alleged in the Complaint, any use of OPmobility's confidential information by Mr. Favre on behalf of Marelli or SVP violates federal and state trade secret law, as well as Mr. Favre's own contractual obligations and fiduciary duties. *See generally, id.* In addition to seeking injunctive relief, the Complaint consists of non-core claims for which OPmobility demands a jury trial before the District Court. OPmobility does not consent to entry of final orders or judgment by the Bankruptcy Court. Out of an abundance of caution and to prevent unnecessary delay, OPmobility filed the Adversary Proceeding in the Bankruptcy Court, consistent with this Court's standing order of referral, because the Adversary Proceeding is *arguably* "related to" the Chapter 11 Cases.[2]

[2] Neither judicial efficiency nor party economy would have been served by OPmobility commencing this Adversary Proceeding in the District Court, only to have it automatically referred to the Bankruptcy Court, for OPmobility then to move to withdraw it back to the District Court.

However, as set forth herein, the nature of the Adversary Proceeding makes immediate withdrawal of the reference appropriate pursuant to Section 157(d).

3. OPmobility respectfully seeks mandatory withdrawal of the reference pursuant to Section 157(d). Central to the Adversary Proceeding is OPmobility's claim asserting a violation of the Defend Trade Secrets Act, and its request for preliminary and permanent injunctive relief under that statute. Because resolution of OPmobility's claims will require substantial and material consideration of the DTSA (a federal non-bankruptcy law) and because OPmobility's claims have, at best, a tenuous connection to the underlying bankruptcy case, mandatory withdrawal of the reference is warranted under Section 157(d).

4. In the alternative, OPmobility seeks permissive withdrawal of the reference for cause because, among other things, the Complaint asserts non-core claims triable by a jury. Without withdrawal of the reference, the parties will be required to expend their resources to litigate in front of the Bankruptcy Court, which does not have authority to issue final orders or judgments on non-core claims, let alone hold a jury trial. Withdrawing the reference will further judicial economy and conserve the parties' resources, without disrupting the Marelli Debtors' Chapter 11 Cases or the uniformity of decisions in bankruptcy cases more generally.

STATEMENT OF FACTS

OPmobility is a global Tier 1 automotive supplier and a worldwide leader in the manufacture and sale of automotive components, including automotive lighting systems, bumpers, and body panels. *See* Adv. D.I. 1. at ¶ 11. Approximately one in three vehicles produced globally is equipped by OPmobility. *Id.* Between January 1, 2020, when Mr. Favre joined OPmobility as CEO, and his departure from the company on November 6, 2025, Mr. Favre sat atop OPmobility's entire worldwide operation, serving as CEO of the global parent, and holding at least a dozen additional senior executive positions within various OPmobility entities. *Id.* at ¶¶ 14, 50. As CEO,

Mr. Favre was not just privy to OPmobility's strategic plans—he was a decision-maker for all of them. *Id.* at ¶ 14. Mr. Favre oversaw OPmobility's operations, its competitive strategies, its market positioning, its customer relationships, its investments and acquisitions, its expansion plans, and its deployment of capital. *Id.* Every bid for business, every product development, every factory opening, every merger or acquisition, every geographic expansion, and every dollar of each subsidiary's annual budget sat squarely within his purview. *Id.*

Marelli is OPmobility's direct competitor in the cutthroat market for exterior automative lighting and related systems. *Id.* at ¶¶ 15; 76-86. Notably, Mr. Favre engineered and steered OPmobility's expansion into automative lighting and the development of its innovative and market-disrupting lighting products. *Id*. at ¶ 15. In the automotive lighting segment, Tier 1 suppliers typically compete for five-to-six-year contracts, and the bidding process is not synchronized across original equipment manufacturers ("OEMs") or the various vehicles that the same OEM produces. *Id.* at ¶¶ 81-82. As a result, Tier 1 suppliers are constantly formulating and submitting new bids as bidding cycles open, and any loss of a bid is significant because a Tier 1 supplier not selected to manufacture the component has no opportunity to re-bid for the relevant contract for another five or six years. *Id.* Thus, any access to, or use of, OPmobility's trade secrets by a competitor would cause immediate and irreparable harm to its business opportunities. *Id.*

Even more alarming, OPmobility has recently discovered that Mr. Favre forwarded confidential and sensitive company trade secrets from his OPmobility email address to his personal email address in the days leading to his departure from the Company. This revelation only further exacerbates the imminent and irreparable harm caused by Defendants' misappropriation and threatened misappropriation of OPmobility's trade secrets.

OPmobility takes substantial steps to protect its trade secrets, including through the categorization and designation of highly confidential information like that at issue here, security and access controls, and operational and legal restrictions on access. *Id.* at ¶¶ 87-96**.** Mr. Favre was not only subject to those general protections but also agreed to heightened restrictions in recognition of the unique access he had to the company's most sensitive competitive information. Specifically, due to the vast array of highly confidential and sensitive information that he would have access to (and in large part, direction over), Mr. Favre's Employment Contract contains two key provisions: (1) the Confidentiality Provision which requires Mr. Favre "*to maintain the strictest discretion and the most absolute confidentiality with respect to all data, information, and documents obtained in the course of his duties or by virtue of his affiliation with*" OPmobility, and (2) the Non-Competition Provision, which, in recognition of the fact that Mr. Favre "*has access to highly confidential and strategic data of a technical, commercial, industrial, and financial nature pertaining to all of the activities and business lines*" contained Mr. Favre's agreement "*not to join a company that manufactures or sells products and/or services that may compete*" with OPmobility for a period of two years.[3] *Id.* at ¶¶ 54-57. Mr. Favre's employment with OPmobility ended on November 6, 2025, but the Confidentiality Provision and Non-Competition Provision remain in effect. *Id.* at ¶¶ 3, 27.

In February 2026, Grégoire Paepegaey, a Managing Director at SVP, contacted OPmobility to request a meeting with OPmobility's Chairman of the Board of Directors, Mr. Laurent Burelle, and OPmobility's CEO, Ms. Félicie Burelle. *Id.* at ¶ 98. On March 2 and 3, 2026, Mr. Burelle and Mr. Paepegaey spoke by phone. *Id.* at ¶ 99. During those calls, Mr. Paepegaey indicated that SVP was considering hiring Mr. Favre as CEO of Marelli. *Id.* Mr. Burelle informed Mr. Paepegaey of

[3] Italicized text throughout reflects a court-certified translation from French to English.

Mr. Favre's Non-Competition Provision, that OPmobility intended to enforce it, and that OPmobility would not permit any Marelli-affiliated entity to hire Mr. Favre. *Id.* OPmobility followed up with an email reiterating that Mr. Favre "*is bound by a non-compete clause, for which OPmobility compensates him, and which prohibits him from joining, working for, or acquiring any interest in a company that is in competition with OPmobility in terms of parts or services*." *Id.* at ¶ 100. During the following weeks, OPmobility, SVP, Marelli, and Mr. Favre exchanged correspondence regarding SVP and Marelli's intention to hire Mr. Favre. *Id.* at ¶¶ 98-116. OPmobility repeatedly expressed its objections to such hiring, given the danger to OPmobility's trade secrets and the Non-Competition Provision and the Confidentiality Provision contained in Mr. Favre's Employment Contract. *Id.* at ¶¶ 101-107.

Nonetheless, on April 13, 2026, Marelli issued a press release announcing the appointment of an interim CEO and touting Mr. Favre as future CEO of Marelli. *Id.* at ¶ 108. That same day, the Ad Hoc Group issued a separate press release titled: "Ad Hoc Group of Marelli Lenders Announces Plan to Appoint Laurent Favre as Future Company CEO" which announced that the Ad Hoc Group intended to appoint Mr. Favre as Marelli's future CEO and that he would "work closely with the Ad Hoc Group to support Marelli's ongoing restructuring and strategic planning[.]" *Id.* at ¶ 109. The press release highlighted Mr. Favre's status as a "highly regarded industry leader with the operational and strategic expertise required to guide Marelli for long-term success." *Id.* Commenting in the press release, Mr. Favre lauded Marelli's "strong technology, global footprint and long-standing customer relationships" and stated that he looked forward "to working closely with the OEMs and the full Marelli team to refine the company's strategic roadmap and support a successful emergence from Chapter 11." *Id.* Following the press releases, OPmobility, SVP, and Marelli exchanged further letters, with OPmobility repeatedly expressing

its concern that Mr. Favre's work with the Defendants not only threatened its trade secrets but also violated its contractual rights. *Id.* at ¶¶ 113-116.

ARGUMENT

Although district courts have original jurisdiction over all civil proceedings arising under or related to Chapter 11 cases, Congress granted the district courts the ability to refer "any or all cases under title 11 and any or all proceedings arising under title 11 or arising in or related to a case under title 11" to the bankruptcy courts, which this Court has done. *See* 28 U.S.C. § 157(a); 28 U.S.C. § 1334(b); Am. Standing Order of Reference, Feb. 29, 2012 (C.J. Sleet). However, the ability to refer such cases to the bankruptcy court is limited: "Section 157(d) provides two avenues for withdrawing the reference—permissive withdrawal and mandatory withdrawal—depending on the specific facts of the dispute." *In re Essar Steel Minnesota LLC*, 667 B.R. 803, 819 (D. Del. 2025). When the "resolution of the proceeding requires consideration of both title 11 and other law of the United States regulating organizations or activities affecting interstate commerce," the district court *must* withdraw the reference to the bankruptcy court and adjudicate disputes directly. *See* Section 157(d). Even when mandatory withdrawal of the reference is not required, the district court is empowered to withdraw the reference on a permissive basis for cause. *Id.* As set forth herein, this Court should withdraw the reference and preside over the Adversary Proceeding from the start.

A. Because the Adversary Proceeding Requires Substantial and Material Consideration of Federal Non-Bankruptcy Law, Mandatory Withdrawal of the Reference Is Required Under Section 157(d)

As noted above, Section 157(d) mandates withdrawal of the reference when "the proceeding requires consideration of both title 11 and other laws of the United States regulating organizations or activities affecting interstate commerce." Section 157(d). In this District, withdrawal is mandatory upon a timely motion when (1) consideration of federal non-bankruptcy

code law is necessary for the resolution of the case; and (2) the consideration of such law is substantial and material. *See Essar Steel*, 667 B.R. at 819.

The first prong is satisfied when the claims asserted encompass any federal law outside the bankruptcy code. *Id.* Mandatory withdrawal is particularly appropriate where, as here, there are no Chapter 11 claims and the non-bankruptcy federal claims originate from the powers granted by the commerce clause, which Congress intended to have Article III Judges adjudicate when it enacted the mandatory withdrawal provision. *See Hatzel & Buehler, Inc. v. Orange & Rockland Utilities, Inc.*, 107 B.R. 34, 38 (D. Del. 1989) (explaining that OSHA claims are the types of claims rooted in the commerce clause for which Congress intended for Article III Judges, and not the bankruptcy court, to resolve) (collecting cases); *United States v. Delfasco, Inc.*, 409 B.R. 704, 707 (D. Del. 2009) (explaining that federal laws "rooted in the commerce clause [] are precisely the types of laws Congress had in mind when it enacted the statutory withdrawal provision") (cleaned up).

The DTSA undoubtedly qualifies as federal non-bankruptcy law regulating organizations or activities affecting interstate commerce, making it especially appropriate for mandatory withdrawal. *See* 18 U.S.C. § 1836(b)(1) ("An owner of a trade secret that is misappropriated may bring a civil action under this subsection if the trade secret is related to a product or service used in, or intended for use in, interstate or foreign commerce."). Count I of the Complaint, which asserts violations of the DTSA, alleges, among other things, that OPmobility's trade secrets have been used in interstate and/or foreign commerce and have been misappropriated by the Defendants. *See* Adv. D.I. 1. at ¶ 122. Thus, the first element for mandatory withdrawal is satisfied.

With respect to the second prong for mandatory withdrawal, consideration of federal non-bankruptcy law is "substantial and material" when the case requires "'meaningful consideration' of the federal law and not just a straightforward 'simple application' of well-settled law." *In re*

CM Holdings, Inc., 221 B.R. 715, 721 (D. Del. 1998) (finding withdrawal of the reference was required when claims involved unsettled questions of tax law, including which legal standards should apply and split of authority); *In re Homeland Stores Inc.*, 204 B.R. 427, 432 (D. Del. 1997) (withdrawing the reference when claim involved ERISA, which Congress intended be resolved by Article III Courts and the claim presented thorny issues regarding the appropriate legal standards to apply depending on the theory of recovery). When, as here, the case does not involve any bankruptcy law, the grounds for mandatory withdrawal are stronger. *E.g.*, *Essar Steel*, 667 B.R. at 820 (collecting cases). To determine whether mandatory withdrawal is appropriate, the court does not evaluate the underlying merits of the parties' positions; rather, it only considers whether the case requires substantial and material consideration of federal law. *CM Holdings, Inc.*, 221 B.R. at 722 ("The Court considers each potential tax issue seriatim, but at this time procedural stage avoids a discussion of the merits."); *Homeland Stores Inc.*, 204 B.R. at 432 ("Mercifully, the Court need not wade through [the ERISA] issues now, the Court is merely pinpointing potential ERISA issues" that would need to be decided in the case); *see also Bear, Stearns Sec. Corp. v. Gredd*, No. 01 Civ. 4379, 2001 WL 840187, at *4 (S.D.N.Y. July 25, 2001) ("[T]he Court 'need not evaluate the merits of the parties' positions' to determine whether withdrawal is necessary.").

Here, the standard for mandatory withdrawal has been met because resolution of the Adversary Proceeding will require meaningful consideration and significant interpretation of the DTSA, a statute that is just over ten years old, as opposed to the simple application of "well-settled law." Disputes regarding the interpretation of federal intellectual property law are particularly amenable to mandatory withdrawal.[4] Trade secret cases under the DTSA typically require

[4] *E.g.*, *Donnelly v. Anand*, No. 4:24-CV-94, 2024 WL 3877261, at *3 (E.D. Va. Aug. 20, 2024) (withdrawing reference for Lanham Act trademark claims); *In re Electro-Mech. Indus., Inc.*,

substantial adjudication of issues of law and fact throughout the pretrial, trial, and post-trial phases, and the Court overseeing this matter will be called upon to decide substantial and material legal and factual issues wholly unrelated to the bankruptcy, including:

- whether OPmobility's confidential information qualifies as "trade secrets" under 18 U.S.C. § 1839(3), including (i) whether the information is "secret" as defined in the statute; (ii) whether the information has independent economic value; and (iii) whether OPmobility has taken reasonable measures to protect the information;

- whether OPmobility has identified its trade secrets with sufficient specificity under the standard adopted in *Oakwood Labs, LLC v. Thanoo,* 999 F.3d 892 (3d Cir. 2021);

- whether any or all of the Defendants have misappropriated those trade secrets pursuant to 18 U.S.C. § 1836(5);

- which legal standard of recovery applies to OPmobility's claims, including addressing a Circuit split regarding whether OPmobility must establish actual losses, or whether OPmobility is entitled to damages under an alternative reasonable basis pursuant to 18 U.S.C. § 1836(3)(B). *Compare Syntel Sterling Best Shores Mauritius Ltd. v. The TriZetto Grp., Inc.*, 68 F.4th 792 (2d Cir. 2023) (explaining that to recover unjust enrichment the plaintiff must prove damages for actual loss are insufficient and noting that Courts take a "flexible and imaginative approach to damages calculation in trade secret misappropriation cases"); *with Computer Sciences Corp. v. Tata Consultancy Services Ltd.*, 159 F.4th 429, 448 (5th Cir. 2025) (explaining that *Syntel*'s holding is "divorced from the text of the DTSA.").

- whether Defendants' misappropriation was willful, and if so whether OPmobility is entitled to exemplary damages and/or attorneys' fees.

Trial courts overseeing DTSA cases are typically called upon to adjudicate nuanced issues of trade secret law beginning at the pleading stage. In *Oakwood Labs.*, for example, the defendant challenged the requisite specificity of the plaintiffs' pleading of its trade secrets through three successive complaints, along with the sufficiency of inferences that could be drawn about the use of those trade secrets from defendant's publicly known conduct. 999 F.3d 892. Rejecting the

No. 07-36393, 2018 WL 6587299, at *4 (Bankr. S.D. Tex. Feb. 20, 2018) (withdrawing reference for patent validity and infringement claims under federal law); *In re Singer Co., N.V.*, No. 01 Civ. 0165 (WHP), 2002 WL 243779 (S.D.N.Y. Feb. 20, 2002) (same); *In re Nat'l Gypsum Co.*, 145 B.R. 539 (N.D. Tex. 1992) (same).

District Court's application of an overly heightened pleading standard, the Third Circuit nevertheless recognized the case-specific nature of the inquiry and the requirement that the District Court decide those threshold matters by reference to the particularities of the facts presented: "[W]hether a plaintiff has sufficiently disclosed its trade secrets is 'a fact-specific question to be decided on a case-by-case basis.'" *Id.* at 906, (quoting *Vesta Corp. v. Amdocs Mgmt. Ltd.*, 147 F. Supp. 3d 1147, 1155 (D. Or. 2015)). The Third Circuit recognized that the "competing policies protecting plaintiffs and defendants in trade secret misappropriation cases 'can make resolving this type of dispute difficult.'" *Id.* (quoting *DeRubeis v. Witten Techs., Inc.*, 244 F.R.D. 676, 681 (N.D. Ga. 2007)).

As in other trade secret cases, the issues here are likely to be disputed and will require adjudication of factual and legal issues that are not amenable to "simple application." Resolution of the central DTSA claim will therefore require substantial and material consideration of a federal statute. *See, e.g.*, *Delfasco*, *Inc.,* 409 B.R. at 708 ("[I]n considering mandatory withdrawal, the issue for the Court is not whether the Bankruptcy Court *can* capably interpret environmental law, but rather whether the Bankruptcy Court will be *required* to interpret environmental law"); *In re Essar Steel*, 667 B.R. at 820 (granting mandatory withdrawal of the reference where resolution of the adversary proceeding "will require evaluation of substantive antitrust law and issues"). As such, the reference must be withdrawn.

Moreover, the request for mandatory withdrawal is timely. Timeliness is ''measured by the stage of the proceedings in the Bankruptcy Court." *In re U.S.A. Floral Products, Inc.*, 2005 WL 3657096, at *1 (D. Del. July 1, 2005) (finding motion to withdraw timely when case was "at a procedurally early stage, no discovery has taken place and no initial trial conference has occurred or is currently scheduled"); *In re Appleseed's Intermediate Holdings*, 2011 WL 6293251, at *2 n.4

(D. Del. Dec. 15, 2011) (motion to withdraw was timely when filed "within three months of the Complaint having been filed."). Accordingly, Courts often grant motions for mandatory withdrawal of the reference that have been filed, as here, shortly after the commencement of an adversary proceeding. *See, e.g.*, *Delfasco, Inc.*, 409 B.R. at 707; *In re MF Glob. Inc.*, 484 B.R. 18, 21 (S.D.N.Y. 2012). For the foregoing reasons, withdrawal of the reference is required.

B. In the Alternative, Permissive Withdrawal of the Reference is Warranted

Were the Court to find that mandatory withdrawal was not warranted, which it should not, there is ample cause for the Court to grant permissive withdrawal pursuant to Section 157(d). To determine whether permissive withdrawal is appropriate, the Court considers whether withdrawing the reference will: (1) promote uniformity in bankruptcy administration; (2) reduce forum shopping and confusion; (3) foster the economical use of the debtors' and creditors' resources; (4) expedite the bankruptcy process; and (5) be timely. *Essar Steel*, 667 B.R. at 821 (citing *In re Pruitt*, 910 F.2d 1160, 1168 (3d Cir. 1990)). The Court also considers "whether the claim is a core bankruptcy proceeding or whether it is non-core, and whether the parties have requested a jury trial." *Id.*; *see also Appleseed's Intermediate Holdings,* 2011 WL 6293251, at *2 ("[T]he determination of whether the claims are core or non-core guides a cause analysis and, therefore, must be considered preliminary."). Here, a careful consideration of all of the relevant factors demonstrates that the reference should be withdrawn.

1. Because all of the Claims in the Adversary Proceeding Are Non-Core Claims, Judicial Economy Weighs in Favor of Withdrawal of the Reference

First, it cannot be disputed that all of OPmobility's claims are non-core, which favors withdrawal of the refence. "A proceeding is 'core' if it invokes a substantive right provided by the Bankruptcy Code or if could ***only arise*** in the context of a bankruptcy case." *Essar Steel*, 667 B.R.

at 821 (emphasis added). As the Third Circuit has explained, a driving consideration behind the core versus non-core factor is judicial economy:

> In a core proceeding, a bankruptcy court has comprehensive power to hear, decide and enter final orders and judgments. In addition, the bankruptcy court can make findings of fact and conclusions of law. In contrast, the bankruptcy court's authority is significantly limited in non-core proceedings. In a non-core proceeding, the bankruptcy court is allowed only to make proposed findings of fact and proposed conclusions of law, which it submits to the district court.

In re Mintze, 434 F.3d 222, 228-229 (3rd Cir. 2006) (cleaned up).

OPmobility asserts claims under the federal DTSA, the Delaware Uniform Trade Secrets Act, and state law claims for tortious interference with contract and aiding and abetting breach of fiduciary duty. None of these claims invoke a substantive right provided by the Bankruptcy Code, and these are not the types of claims that *only* arise in bankruptcy. But for the fact that Marelli is currently in bankruptcy proceedings, this case would have been filed in District Court because the claims do not arise under, nor relate to, bankruptcy law.

Because these claims are non-core and have nothing to do with the administration of the Chapter 11 Cases, and because the Bankruptcy Court does not have specialized knowledge in trade secret law and other claims, upon which the Complaint is based, the Court should withdraw the reference. *See Homeland Stores, Inc*., 204 B.R. at 434 ("Congress did not intend the Bankruptcy Courts, which have sharpened their expertise in a specialized body of law, to be flooded with non-chapter 11 disputes that have such a tenuous relationship to a bankruptcy proceeding."); *Roman Cath. Diocese of Rockville Ctr., New York v. Arrowood Indem. Co.*, No. 20-CV-11011 (VEC), 2021 WL 1978560, at *8 (S.D.N.Y. May 17, 2021) (finding permissive withdrawal of the reference appropriate when claims were non-core and premised on contract law which are the "bread and butter of district courts" and for which bankruptcy courts do not have any "specialized knowledge that [would] contribute to swifter resolution of the claims at issue").

In addition, because OPmobility does not consent to the entry of final orders or judgment by the Bankruptcy Court, the District Court will be the final arbiter of OPmobility's claims, which also weighs in favor of withdrawal. *See In re NDEP Corp.*, 203 B.R. 905, 913 (D. Del. 1996) (withdrawing the reference when the district court "would have been required to review the findings of fact and conclusions of law of the bankruptcy judge in light of the controlling law . . . [which would result in] significant duplication of effort"); *accord Dynegy Danskammer, L.L.C. v. Peabody COALTRADE Int'l Ltd.*, 905 F. Supp. 2d 526, 533 (S.D.N.Y. 2012) (acknowledging that "if a district court must review recommendations *de novo* . . . it would be inefficient to allow the [] proceedings to go forward, knowing that they will have to be substantially repeated"). In addition, as noted above, OPmobility intends to promptly file for a preliminary injunction. Both Plaintiffs and Defendants would have the right to an interlocutory appeal to the District Court of that ruling. *See In re Pro. Ins. Mgmt.*, 285 F.3d 268, 282 (3d Cir. 2002) (explaining that the District Court was authorized to hear an appeal from bankruptcy court of an injunction).

Although the Bankruptcy Court may be generally familiar with the Chapter 11 Cases, it is not familiar with the Adversary Proceeding (or its distinct underlying facts), which further supports withdrawing the reference to promote judicial economy. *See, e.g.*, *U.S.A. Floral Prods.,* 2005 WL 3657096, at *1-2 (granting permissive withdrawal where the "case is still at a procedurally early stage" and it would "likely be more efficient for this court to manage the case through the pretrial process"); *In re Celsius Network LLC*, 670 B.R. 379, 397 (S.D.N.Y. 2025) (acknowledging that the bankruptcy court had "extensive knowledge of [the debtor's] bankruptcy proceedings" but "it is not clear to the Court that familiarity with the Chapter 11 proceedings will necessarily facilitate resolution of" the asserted claims).

Moreover, OPmobility has demanded, and is entitled to, a jury trial. Unlike this Court, the Bankruptcy Court cannot conduct a trial without agreement of the parties. OPmobility does not consent to a trial before the Bankruptcy Court. Accordingly, this factor favors withdrawal of the reference. *E.g.*, *U.S.A. Floral Prods.,* 2005 WL 3657096 at *2 ("Because it is essentially conceded that Defendants are entitled to a jury trial, it will likely be more efficient for [the district] court to manage the case through the pretrial process."); *NDEP Corp.*, 203 B.R. at 913 (explaining that when "a jury [is] demand[ed] in a non-core proceeding, courts generally find that judicial economy would be served by withdrawal of the reference" because the district court must conduct the trial and it would "constitute a tremendous waste of judicial resources to permit the bankruptcy judge to continue to maintain jurisdiction over the issues presented in this litigation.").

Given the non-core nature of the dispute and OPmobility's right to a jury trial, judicial economy strongly weighs in favor of withdrawing the reference.

2. Withdrawing the Reference Would Not Disrupt the Uniformity of Bankruptcy Administration

The uniformity factor also favors withdrawal. Courts have interpreted the uniformity factor as encompassing (1) the uniform administration of bankruptcy law and (2) intra-case uniformity. *See In re Endo International PLC*, No. 24-CV-7464 (NSR), 2026 WL 1724067, at *4 (S.D.N.Y. June 15, 2026).

First, "[w]ith respect to the uniform administration of bankruptcy law, this factor is considered neutral where, as here, the claims at issue are non-core claims that do not arise under bankruptcy law." *Id.* (cleaned up). Second, as for intra-case uniformity, the claims and issues raised in the Complaint are not likely to otherwise be litigated within the Chapter 11 Cases. As the Complaint makes clear, the dispute at the center of the Adversary Proceeding is bespoke and specific to the parties. No creditors of the debtors could assert the same or similar claims. Thus,

withdrawal of the reference will not risk the bankruptcy court and this Court issuing conflicting decisions on similar issues, and this factor favors withdrawal. *See Celsius Network*, 670 B.R. at 395 (collecting cases and finding intra-case uniformity was not affected where the claims "have at best an attenuated relationship to the underlying bankruptcy proceeding, related adversary proceedings, or traditional bankruptcy matters").

3. OPmobility Has Not Engaged in Forum Shopping, Which Weighs in Favor of Withdrawal of the Reference

OPmobility has not engaged in forum shopping. The Complaint was filed in the Bankruptcy Court, consistent with this Court's standing order of referral, because the Adversary Proceeding is *arguably* "related to" the Chapter 11 Cases. Absent the existence of the Chapter 11 Cases, OPmobility would have filed the Complaint in the District Court because it asserts non-core post-petition claims. As such, OPmobility's prompt request to withdraw the reference is not the product of forum shopping and this factor, too, weighs in favor of withdrawal. *In re McMahon*, 222 B.R. 205, 208 (S.D.N.Y. 1998) ("Forum shopping would not be encouraged by granting the Defendant's motion as this case involves a non-core proceeding that could have and probably should have been brought in a district court originally."); *see also Endo International PLC*, 2026 WL 1724067, at *4 (finding forum-shopping concerns were neutral when defendant sought to withdraw the reference at the earliest of procedural moments); *In re Empire Stat Grp., LLC*, No. 24-CV-04101 (ER), 2024 WL 3666381, at *8 (S.D.N.Y. Aug. 5, 2024) (withdrawing the reference when there was no indication of forum shopping as opposed to a genuine desire for more efficient adjudication, particularly where the non-core claims might end up before a district court, as the only court that could enter final judgment).

4. Fostering Economical Use of the Parties' Resources Favors Withdrawal

For the same reason withdrawing the reference would promote judicial economy, so too would it foster economical use of the parties' resources. *See Appleseed's Intermediate Holdings*, 2011 WL 6293251, at *3 (finding parties' resources were better preserved because "the parties will not have to expend resources on non-core claims in Bankruptcy Court only for the Bankruptcy Judge to 'propose[ ] findings of fact and conclusions of law to the district court' subject to de novo review"); *In re U.S. Mortg. Corp.,* No. 2:11-CV-07222 DMC, 2012 WL 1372284, at *4 (D.N.J. Apr. 19, 2012) (economical use of the parties' resources would be served by withdrawing the reference because failing to do so would require "bring[ing] the matter back to this Court for later reconsideration and a final decision."). This is particularly true where, as here, the Bankruptcy Court has not expended substantial time familiarizing itself with the underlying facts of the Adversary Proceeding, which are substantially distinct from those underlying the Chapter 11 Cases. Cf., *In re AgFeed USA, LLC,* 565 B.R. 556, 565 (D. Del. 2016) ("[T]he Bankruptcy Court's familiarity with the underlying facts and issues is an important consideration. Duplicating those efforts at an early stage of the case may result in unnecessary expenses for the parties").

5. Withdrawing the Reference Would Expedite the Bankruptcy Process

As noted above, the Adversary Proceeding involves non-core, jury claims which have no bearing on, and do not arise under, bankruptcy law. As such, withdrawing the reference would expedite the bankruptcy process. *See Appleseed's Intermediate Holdings*, 2011 WL 6293251, at *3 ("[W]ithdrawing the reference now will expedite the bankruptcy process. The parties can skip the Bankruptcy Court and proceed directly in this Court, which will eliminate a round of appeals."); *U.S. Mortg. Corp.*, 2012 WL 1372284, at *4 ("Granting Defendants' motion for withdrawal of the reference will expedite the bankruptcy process by allowing the bankruptcy court to administer the estate as expeditiously as possible. . . By withdrawing the reference, this Court will economize the

bankruptcy court's resources by allowing the court to administer the estate while allowing this court to adjudicate the adversary proceedings as expeditiously as possible.").

In addition, OPmobility's continuing investigation into the Defendants' and Mr. Favre's conduct has revealed that imminent, irreparable harm has already occurred, further necessitating prompt action by the District Court. On or about October 27, 2025, it became clear that Mr. Favre's tenure at OPmobility would be ending in the immediate future. OPmobility has recently discovered that starting on or about October 28, 2025, and continuing until his departure on November 6, 2025, Mr. Favre began forwarding several emails containing sensitive and confidential OPmobility trade secrets from his OPmobility email account to his personal account. The information taken by Mr. Favre includes information that would be valuable to a competitor like Marelli, including, among other things, documents reflecting OPmobility's past financial performance, the company's forward projections for up to five years, and analysis of the performance of its business units.

As noted above, OPmobility intends not only to promptly move for a preliminary injunction, but also to seek expedited discovery to, among other things, confirm the scope and breadth of Defendants' use, and threatened use, of OPmobility's trade secrets so that OPmobility can seek appropriately tailored relief. If the reference were not withdrawn, the Bankruptcy Court's resources will be diverted to the Adversary Proceeding, which will require substantial and urgent attention to a new set of claims and facts given the ongoing irreparable harm to OPmobility. Moreover, as noted above, any preliminary injunction order will be appealable to the District Court. Having the Bankruptcy Court conduct the evidentiary hearing, resolve discovery disputes, and otherwise adjudicate the preliminary injunction would only add further delay and redundancy to the proceedings. All the parties to the Adversary Proceeding need to uncover the extent of any misappropriation of OPmobility's trade secrets and what remedial steps must be taken to protect

OPmobility's rights. As such, withdrawing the reference will allow the Bankruptcy Court to focus on the core bankruptcy claims, thereby expediting the Bankruptcy process.

6. OPmobility Timely Moved to Withdraw the Reference Which Favors Withdrawal

As discussed above, OPmobility promptly and timely moved to withdraw the reference after instituting the Adversary Proceeding, before the parties had engaged in discovery, and before the Bankruptcy Court had expended time and effort familiarizing itself with the law and facts underlying OPmobility's claims. Accordingly, this factor too weighs in favor of withdrawal. *E.g.*, *U.S.A. Floral Products*, 2005 WL 3657096, at *1; *Appleseed's Intermediate Holdings,* 2011 WL 6293251, at *2 n.4.

CONCLUSION

For the reasons set forth above, OPmobility respectfully requests that this Court grant the Motion, withdraw the reference to Bankruptcy Court, and grant such other and further relief as it deems appropriate.

Dated: July 2, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Jacob R. Kirkham

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STATEMENT OF CONFERRAL

Pursuant to Local Rule 7.1.1 for the District of Delaware, counsel for Defendants avers that counsel has made a reasonable effort to reach agreement with the counsel for the opposing parties on the matters set forth in this Motion. On June 26, 2026, counsel for Plaintiffs and Defendants, including Delaware counsel, conferred by Zoom regarding Plaintiffs' Motion to Withdraw the Reference. The Parties were unable to reach agreement on the matters set forth in the Motion.

Dated: July 2, 2026
Wilmington, Delaware

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)

IN THE UNITED STATES DISTRICT 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) **Docket No. ___**

ORDER GRANTING PLAINTIFFS'
MOTION TO WITHDRAW THE REFERENCE

Upon the motion of OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding (together, "OPmobility") for withdrawal of the reference (the "Motion") and due and proper notice of the Motion having been provided; and the Court having

[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.

reviewed the Motion and responses to the Motion, and any reply in further support of the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. Pursuant to 28 U.S.C. § 157(d), reference of the above-captioned adversary proceeding is hereby withdrawn in its entirety effective as of the date of this Order for all pre-trial and trial proceedings.

Dated: _____, 2026

_____
United States District Court Judge