Docket #0043 Date Filed: 7/16/2026

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)

REPLY IN SUPPORT OF MOTION FOR ISSUANCE OF REQUEST FOR INTERNATIONAL JUDICIAL ASSISTANCE, APPOINTMENT OF COMMISSIONER, AND DIRECTION OF SUBMISSION OF HAGUE CONVENTION APPLICATION AND OPPOSITION TO DEFENDANTS' CROSS-MOTION FOR STAY

[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.

2511034260716000000000006

Plaintiffs OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding ("OPmobility") respectfully submits this reply in support of its Motion for Issuance of Request for International Judicial Assistance, Appointment of Commissioner, and Direction of Submission of Hague Convention Application (the "Motion to Appoint a Commissioner"), and its opposition to 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 ("SVP", and collectively with Marelli, the "Defendants") cross-motion to stay proceedings on the grounds of international comity (the "Motion to Stay").

I. PRELIMINARY STATEMENT

This is a trade secret case. *See* Adv. D.I. at ¶ 1. OPmobility brought this case to protect its valuable trade secrets, which the Defendants are misappropriating through their hiring of, and collaboration with, OPmobility's former CEO, Mr. Laurent Favre. The Adversary Complaint alleges that Defendants are, through Mr. Favre, leveraging OPmobility's secrets to develop and execute strategic plans in the highly competitive automotive supply market and to attempt to win customers—all to the detriment of OPmobility. The harm to OPmobility is imminent, concrete, and ongoing, and for those reasons OPmobility will file a preliminary injunction motion once the procedural prerequisite sought through its Motion to Appoint a Commissioner is cleared. The urgency of bringing that motion is underscored by evidence that during Mr. Favre's final days with OPmobility, he secretly and brazenly exfiltrated highly sensitive trade secret documents by sending them to a personal Gmail account, where the information remains for exploitation after his departure. Although the danger posed by the theft of these critical documents cannot be understated, it may only be a small sampling of what was taken. During the same period, Mr.

Favre's prompts to ChatGPT show questions such as "How do I copy my Outlook inbox onto my Gmail?". Defendants' Motion to Stay would have the effect of preventing OPmobility from seeking protection from this highly disturbing course of conduct, as the stay would block OPmobility's request for a preliminary injunction. In short, a stay would merely give Defendants the green light to continue misappropriating the trade secrets taken by Mr. Favre. OPmobility should not be deprived of its day in court. The Motion to Stay must be denied.

The fact that this is a trade secret case dooms the Motion to Stay. It is black letter law that a stay premised upon international comity can issue only if the foreign proceeding and domestic one are essentially duplicates, with effectively the same legal claims, parties, and scope of relief sought. Defendants' motion fails on all counts. The French proceeding on which Defendants rely—an employment dispute before a jurisdictionally limited French Labor Court—has nothing to do with trade secrets or OPmobility's stolen confidential information; involves different parties; and is circumscribed to a narrow set of distinct relief. The French proceeding will not resolve or adjudicate any of the claims in this Adversary Proceeding. Indeed, the Labor Court does not have jurisdiction to hear trade secret disputes or to adjudicate claims against the Defendants here, who are not—and cannot be—parties in that case. *See* Ex A., Decl. of Cédric Guillon ("Guillon Decl."). Any ruling by the French Labor Court will not prevent Defendants from continuing to exploit OPmobility's trade secrets or even require that Defendants return or sequester that information. *See* Guillon Decl., at ¶ 8. Nor can the French Labor Proceeding award monetary relief to OPmobility for the misappropriation, which has already occurred and is ongoing. *Id*. Contrary to the Defendants' claims, the French Labor Proceeding will not resolve a single issue in this case, because under French law any decision by the Labor Court would not be *res judicata*—in France or here. Guillon Decl., at ¶¶ 6, 13.

Even if the French Labor Proceeding were substantially identical to this action, which it is not, courts still presume the two cases should proceed in parallel absent "extraordinary circumstances" justifying the Court declining to exercise jurisdiction. Here, all of the relevant circumstances counsel against a stay. For example, not only are the issues in the two proceedings different, but the French Labor Court is also not an adequate venue for OPmobility's claims. A stay here, and a denial of the Motion to Appoint a Commissioner would only serve to prejudice OPmobility by blocking it from seeking the preliminary injunction necessary to prevent further misappropriation of its trade secrets and the irreparable harm that flows from it. Defendants, however, would suffer zero harm if a stay is not entered, as they would not even have to litigate the same case in two forums. Again, they are not parties in the French Labor Proceeding, and that case involves different legal claims and issues from this one. Ultimately, a stay makes no practical sense. It would only forestall the adjudication of the issues in this case and—because it would block any preliminary injunction—it would make this case *more* complex because during the stay more acts of misappropriation would occur and more damages would accrue. The motion should be denied.

Finally, Defendants offer no grounds for denying the Motion to Appoint a Commissioner apart from their view that the case should be stayed. As set forth in that Motion, the appointment of a commissioner is a procedural request for which OPmobility bears the costs and administrative load, and which merely enables OPmobility to use its own information in a U.S. proceeding. OPmobility cannot file its forthcoming motion for preliminary injunction, produce discovery, or otherwise provide evidence in this Adversary Proceeding unless a Commissioner is appointed. If this Court denies the Motion to Stay, which it should, appointment of the commissioner is essential to enable this Adversary Proceeding to resolve expeditiously. If this Court were inclined to grant

the Motion to Stay, which it should not be, the Motion to Appoint a Commissioner should still be granted now so that this case could promptly proceed once any stay is lifted.

II. FACTUAL BACKGROUND

OPmobility filed this Adversary Proceeding against the Defendants to prevent imminent and irreparable harm, and to recover damages arising from the misappropriation of its trade secrets and related tortious conduct. Adv. D.I. 1. This harm stems from Defendants' recruitment of OPmobility' s former CEO, Laurent Favre, to serve as the future CEO of Marelli and from Mr. Favre's current and ongoing use of OPmobility's trade secrets to drive business to Marelli. *See, e.g.*, *id.* at ¶¶ 97-116. Defendants' collaboration with Mr. Favre is admitted and ongoing—by their own public press releases, Mr. Favre is actively assisting with Marelli's strategic planning and will eventually assume the role of Marelli CEO. *Id.* at ¶ 111. This ongoing work with Mr. Favre threatens, or has already resulted in, the misappropriation of OPmobility trade secrets Mr. Favre received and retained through his employment. *See, e.g.*, *id.* at ¶¶ 117-19. This includes documents which Mr. Favre emailed to his personal Gmail account just before his departure from the company, which include, among other things, OPmobility's confidential internal financial information, its projections and budgets, sensitive and secret performance analyses, and materials from confidential board meetings. Mr. Favre's taking of these documents appear to be part of a larger effort to exfiltrate confidential documents. At roughly the same time he was asking ChatGPT: "How do I copy my Outlook inbox onto my Gmail?" and "How do you copy your mailbox onto another?".

The Adversary Complaint alleges that Defendants are, via their collaboration with Mr. Favre and his efforts to secure business for Marelli, violating and threatening to violate federal and state trade secret law, abetting a breach of Mr. Favre's fiduciary duty of loyalty to OPmobility,

and inducing a violation of his confidentiality obligations (the "Confidentiality Provision") and non-compete obligations (the "Non-Competition Provision") of his employment contract with OPmobility (the "Employment Contract"). *Id.* at ¶¶ 150-57.

As set forth in the Adversary Complaint, from at least February 2026 to April 2026, OPmobility regularly communicated to Defendants that their efforts to recruit Mr. Favre risked the misappropriation of OPmobility's trade secrets and violation of his confidentiality and other obligations and that OPmobility would be forced to take legal action to protect its rights if those efforts continued. *Id.* at ¶¶ 97-107. Nonetheless, on April 13, 2026, Defendants issued press releases announcing SVP and the Ad Hoc Group' s intention to appoint Mr. Favre as Marelli' s CEO. *Id.* at ¶¶ 108-09. The statements also explained that Mr. Favre was already collaborating with SVP and other lenders on strategic planning for Marelli. Perhaps sensing that this lawsuit was inevitable, on April 13, 2026, the same day that Defendants' announced Mr. Favre's future appointment and the ongoing work to support Marelli, Mr. Favre filed a petition filed for interim preliminary relief against OPmobility Gestion and OPmobility SE in the Nanterre Labor Court (the "Labor Court") assigned Case No. 2026-00082746 (the "French Labor Proceeding"). Guillon Decl. at ¶ 4.

After learning that the Defendants had proceeded with hiring Mr. Favre, and that even though he had not yet formally been installed as CEO, he was already conducting strategic planning with Defendants and meeting with customers, OPmobility filed this Adversary proceeding on June 16, 2026, asserting claims for (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 the Confidentiality Provision and Non-

Competition Provision of Mr. Favre's Employment Contract; and (4) aiding and abetting Mr. Favre's breach of his continuing fiduciary duty of loyalty to OPmobility. Adv. D.I. 1.

The French Labor Proceeding is distinct from this case in both the claims made and in the procedural and jurisdictional limitations under which the French court operates. The French Labor Proceeding is a narrow, preliminary, summary proceeding with highly restricted limitations on the parties, the claims that can be made, the relief that can be granted, and the effect of any ruling. Only the relevant employer and employee (here, Mr. Favre and OPmobility) can be parties to the French Labor Proceeding, so neither SVP nor Marelli is, nor could be, a party to the French Labor Proceeding.[2] Guillon Decl. at ¶¶ 7, 17. Even further limiting the scope of the French Labor Proceeding, Mr. Favre filed a "summary" proceeding. Guillon Decl. at ¶ 4. Summary proceedings, like the one Mr. Favre filed, only provide provisional relief, do not result in judgments on the merits, and under French law they do not carry any preclusive, *res judicata*, effect whatsoever—even in the exact same case. *Id.* Moreover, the French Labor Proceeding's jurisdiction is further limited to only those disputes that do not present a serious legal or factual dispute. *Id.* at ¶ 8. If the matter before the Court presents a serious legal or factual dispute, the Labor Court loses the power to decide the case. *Id.* The proceeding is also limited in scope to claims related to Mr. Favre's Employment agreements. *Id.* at ¶¶ 12, 17-18. Trade secret and fiduciary duty claims such as those that form the heart of this case cannot be asserted in the Labor Court. *Id.* at ¶¶ 12, 17-18.

[2] This Court should disregard the Defendants' characterizations of the French Labor Proceeding, which are not founded in fact and contradict French law. *See In re Strubbe*, 347 F.2d 217, 218 (3d Cir. 1965) ("[T]he briefs of the parties are replete with assertions of facts, but statements in briefs of counsel are not part of the record and cannot serve as bases for adjudication."); *United States v. Bowles*, 331 F.2d 742, 746 n.11 (3d Cir. 1964) ("We have repeatedly stated that we cannot treat statements made by counsel in their briefs as evidence.").

The scope of the French Labor Proceeding reflects that case's highly circumscribed jurisdiction. That case does not address any claim for trade secret misappropriation or breach of fiduciary duty claims, nor could it. Guillon Decl. at ¶ 17. The only thing the French court can resolve are disputes arising out of private employment contracts. Guillon Decl. at ¶ 6. In the French Labor Proceeding, Mr. Favre largely seeks relief from the Non-Competition Provision included in his Employment Contract. Guillon Decl. at ¶¶ 4, 9, 12. In response, OPmobility asserted a narrow counterclaim based on the same provision to prevent Mr. Favre from collaborating with Defendants. Guillon Decl. at ¶ 14. OPmobility also seeks damages, but for breaches wholly unrelated to SVP and Marelli. Notably, Mr. Favre does not contest the enforceability of the Confidentiality Provision in the French proceeding. Guillon Decl. at ¶ 19.

In sum, the French Labor Proceeding bears little resemblance to this Adversary Proceeding. The two cases share only two of the OPmobility Plaintiffs as a party—other than that, the parties, the claims, the issues, and the relief available are distinct. Mr. Favre is not a party to this case, and Defendants are not (and cannot) be parties to the French Labor Proceeding. The French proceedings do not address trade secret issues whatsoever, nor do they involve OPmobility' s breach of fiduciary duty claim. Guillon Decl. at ¶¶ 12, 17. At most, the French Labor Proceeding only addresses issues related to a portion of OPmobility' s tortious interference claim. And even as to that claim, the French proceeding by law cannot produce any judgment on the merits or preclusive effect. Guillon Decl. at ¶¶ 18.

III. LEGAL STANDARD

It is well-established that "federal courts have a 'virtually unflagging obligation' to exercise the jurisdiction given to them." *PATS Aircraft, LLC v. Vedder Munich GmbH*, 197 F. Supp. 3d 663, 674 (D. Del. 2016) (quoting *IFC Interconsult, AG v. Safeguard Intern. Partners,*

LLC, 438 F.3d 298, 305 (3d Cir. 2006)). The doctrine of international comity provides a narrow exception to that obligation, typically where a foreign court has issued a judgment. *Id.* Where, as here, there is no foreign judgment, courts routinely find that principles of international comity are inapplicable and the issuance of a stay unwarranted. *Id.*; *see also Cliffs-Neddrill Turnkey Int'l-Oranjestad v. M/T Rich Duke*, 734 F. Supp. 142, 151 (D. Del. 1990) (holding the "principle of comity is inapplicable in the present stage of this litigation" when the Dutch court had not issued any orders); *Royal & Sun All. Ins. Co. of Canada v. Century Int' l Arms, Inc.*, 466 F.3d 88, 93 (2d Cir. 2006); *Leopard Marine & Trading, Ltd. v. Easy St., Ltd.*, No. 15-CV-3064 JSR, 2015 WL 4940109, at *2 (S.D.N.Y. Aug. 6, 2015), *aff' d,* 896 F.3d 174 (2d Cir. 2018) ("Absent a judgement from a foreign court that can be pled as res judicata, parallel proceedings in United States courts should proceed except under 'exceptional circumstances'").

To even consider whether a stay should issue based upon the mere pendency of a foreign case, courts first ask whether a "parallel" international proceeding is pending. *See Century Int'l Arms,*, 466 F.3d at 95 ("The existence of a parallel action in an adequate foreign jurisdiction must be the beginning, not the end, of a district court' s determination of whether abstention is appropriate."); *Marti v. Iberostar Hoteles y Apartamentos S.L.*, 54 F.4th 641, 650 (11th Cir. 2022) ("Before considering international comity, a 'threshold question' is whether the proceedings are parallel."). For judicial proceedings to be "parallel," the cases must involve the "same parties and substantially identical claims, raising nearly identical allegations and issues." *PATS Aircraft,* 197 F. Supp. 3d at 674 (internal quotation marks omitted).

Even if the foreign proceeding is deemed "parallel," the two suits "should normally be allowed to proceed simultaneously, at least until a judgment is reached." *Id.* (collecting cases); *Century Int' l Arms,* 466 F.3d at 92 (same); *see also Cormick*, 2007 WL 2022053, at *8 (declining

to stay U.S. case when South African proceedings were filed first, involved the same main parties, and sought the same relief, given the "precedent that parallel proceedings in such an instance are ordinarily allowed to proceed simultaneously").

Given this presumption against abstaining based on a parallel foreign lawsuit, courts do not grant stays unless "exceptional circumstances" are present. *PATS Aircraft*, 197 F. Supp. 3d at 674 ("[C]ourts are reluctant to decline to exercise jurisdiction 'solely on the basis of concurrent proceedings in a foreign jurisdiction.'") (quoting *Christ v. Cormick*, 2007 WL 2022053, at *7–8 (D. Del. July 10, 2007) (citing *Evergreen Marine Corp. v. Welgrow Int'l Inc.,* 942 F.Supp. 201, 207)); *see also Century Int'l Arms,* 466 F.3d at 93. Courts evaluate such "extraordinary circumstances" by analyzing: (1) the similarity of the issues; (2) the order in which the actions were filed; (3) the adequacy of the alternate forum; (4) the potential prejudice to either party; (5) the convenience of the parties; (6) the difference in the scope of possible relief; (7) the connection between the litigation and the United States; (8) the connection between the litigation and the foreign jurisdiction. *PATS Aircraft,* 197 F. Supp. 3d at 674; *AAR Int'l, Inc. v. Nimelias Enters. S.A.*, 250 F.3d 510, 522 (7th Cir. 2001) ("Once a district court determines that the federal action and the foreign action are parallel, its next task is to 'balance the considerations that weigh in favor of, and against, abstention, bearing in mind the exceptional nature of the measure'.") (cleaned up); *Century Int'l Arms*, 466 F.3d at 93 (explaining that in ruling on a motion to stay, the court's "heavy obligation to exercise jurisdiction exists regardless of what factors are present on the other side of the balance."). In addition, "[w]hen evaluating stays, courts must also consider 'the danger of denying justice by delay.'" *Marti*, 54 F.4th at 651 (*Gillespie v. U.S. Steel Corp.*, 379 U.S. 148, 153 (1964) (quotation omitted).

IV. ARGUMENT

Defendants' stay request fails at every step of the analysis. First, there is no "parallel" proceeding because the parties, claims, and relief in the two actions are indisputably distinct. Second, even if there were a "parallel" proceeding, there are not "exceptional circumstances" sufficient to overcome the presumption in favor of exercising jurisdiction. The Motion to Stay should be denied.

A. The French Labor Proceeding Is Not "Parallel"

Defendants' motion fails at the threshold, because the parties, claims, and relief in the French Labor Proceeding are not substantially identical to those in this Adversary Proceeding. In fact, they are wholly distinct.

Proceedings are parallel when they involve the "same parties and substantially identical claims, raising nearly identical allegations and issues." *PATS Aircraft,* 197 F. Supp. 3d at 674 (citation and internal quotation marks omitted); *see also Int' l Bus. Software Sols., Inc. v. Sail Labs Tech., AG*, 440 F. Supp. 2d 357, 364 (D.N.J. 2006) (explaining that "parallel" means "duplicative"). If the proceedings involve "materially different issues, documents, and parties," then they are not parallel. *Marti,* 54 F.4th at 650 (proceedings were not parallel when the plaintiff was not a party to the foreign proceeding and the foreign proceeding was an administrative body not a judicial one). For example, proceedings are not parallel even when "the operative nucleus of facts is the same, [if] none of the Defendants here are parties to the [foreign proceeding]." *Acuren Inspection, Inc. v. Aboyoun*, No. 3:18CV1536 (JBA), 2019 WL 3997044, at *6 (D. Conn. Aug. 23, 2019). Likewise, proceedings are not parallel when they seek different forms of relief. *PATS Aircraft*, 197 F. Supp. 3d at 675 (declining stay because "while the proceedings are parallel in the sense that they involve the same parties and the same underlying cause of action, the relief

requested differs between the actions" when the German proceeding was a declaratory judgment action whereas the U.S proceeding sought damages and other costs).

The Adversary Proceeding and the French Labor Proceeding are not parallel. First, the parties are different. Defendants SVP and Marelli are not parties to the French Labor Proceeding and Mr. Favre, the Plaintiff in the French Labor Proceeding is not a party in the Adversary Proceeding. Guillon Decl. at ¶ 7; *see Aboyoun*, 2019 WL 3997044, at *6 (explaining proceedings were not parallel when defendants were not party to both).

Second, the Adversary Proceeding and the French Labor Proceeding present fundamentally different claims. The Adversary Proceeding is "an action for trade secret misappropriation" (*see* Adv. D.I. 1 at ¶ 1) in which OPmobility asserts misappropriation of trade secrets in violation of federal and state law, inducement of breach of confidentiality obligations, and aiding abetting breaches of fiduciary duties related to misuse of the company's confidential information. *See, e.g., id.* at ¶¶ 122-129, 132-139, 142-148, 151-157. The French Labor Proceeding, in contrast, is narrowly focused on the non-competition clause of Mr. Favre' s employment contract. Guillon Decl. at ¶¶ 12, 17. The French Labor Proceeding does not involve any claims relating to the misappropriation of trade secrets nor does it involve any claims relating to the enforceability of the confidentiality provision of Mr. Favre' s employment contract or his fiduciary duties respecting confidentiality. *Id*.

Third, the two proceedings do not involve, nor could they afford, the same relief. This Adversary Proceeding seeks preliminary and permanent injunctive relief preventing Defendants from "eliciting or benefitting in any way from OPmobility's trade secret[s];" "[f]rom any further misappropriation, acquisition, possession, access, use, or disclosure of OPmobility's trade secrets;" "[f]rom any further participation in Mr. Favre' s breach of fiduciary duties owed to

OPmobility;" "[t]o return and/or destroy all of OPmobility's trade secrets, any record or reflection thereof, and any information derived in whole or in part thereof;" "[t]o place appropriate restrictions on personnel who have been exposed to any of OPmobility's trade secrets or information derived therefrom, including any involvement in the automotive lighting industry." Adv. D.I. 1 at 44-45. Further, the Adversary Complaint seeks damages from Marelli and SVP, including damages based upon unjust enrichment, lost profits, reasonable royalties, and exemplary damages, as well as disgorgement and restitution. *Id*.

In contrast, the relief against the Defendants sought in the Adversary Proceeding is not sought, and could not be sought, much less awarded, in the French Labor Proceeding. The Labor Court cannot award damages for the misappropriation of trade secrets—much less damages against SVP and Marelli, who are not parties. Guillon Decl. at ¶ 6. This too is fatal to Defendants' stay request. *See, e.g.*, *Cormick*, 2007 WL 2022053, at *8 (risk of inadequate relief warranted denial of stay); *PATS Aircraft*, 197 F. Supp. 3d at 675 (explaining that "an important factor which weighs in [the stay] analysis is the difference in the scope of possible relief"); *I. J. A., Inc. v. Marine Holdings, Ltd., Inc.,* 524 F. Supp. 197, 199 (E.D. Pa. 1981) (holding that "motions to stay the domestic action are properly denied. This is particularly true where the range of possible relief afforded by the two courts differs in scope.").

That this is a trade secret case seeking remedies under the DTSA and DUTSA further demonstrates that the proceedings are not parallel. *See*, *e.g.*¸ *C.D.S., Inc. v. Zetler*, 198 F. Supp. 3d 323, 332 (S.D.N.Y. 2016) (finding that "the actions are not parallel proceedings and a stay is not warranted based on this factor" when the French proceeding could not resolve "violations of the [Computer Fraud and Abuse Act] and trade secret misappropriation" which were "the central issues in dispute in this [U.S.] matter."); *Austar Int' l Ltd. v. AustarPharma LLC,* 425 F. Supp. 3d

336, 363 (D.N.J. 2019) (holding Chinese proceedings were not parallel because the Chinese action "would not dispose of all of the claims in this action" because Plaintiff could not assert a federal DTSA claim in China, and thus the Chinese proceedings "would not protect Austar International' s rights to seek redress for violations of the DTSA."); *Am. Eagle Outfitters, Inc. v. Lyle & Scott Ltd.*, No. 2:20-CV-1488-RJC, 2021 WL 4287997, at *13 (W.D. Pa. Sept. 21, 2021) (declining motion to stay when claims under Pennsylvania law and the Lanham Act could not be heard in the UK and thus because those claims would survive regardless of the UK proceeding, the Court was "constrained to find that the UK Action and the present matter are not sufficiently parallel").

If there is "any doubt regarding the parallel nature of the foreign suit," that doubt "should be resolved in favor of exercising jurisdiction" and denying the stay. *Nimelias Enters. S.A.*, 250 F.3d at 520; *see also Lexington Ins. Co. v. Forrest*, 263 F. Supp. 2d 986, 1003 (E.D. Pa. 2003) (explaining the court "should exercise jurisdiction over an action even where identical subject matter is concurrently before a foreign court.").

The French Labor Proceeding fails the parallel requirement for an additional reason—under French law and procedure, the Labor Proceeding is not an adjudication that carries preclusive effect. Guillon Decl., at ¶¶ 6, 13. Although Defendants point to the fact that one subcomponent of one of the claims in the Adversary Complaint concerns the Non-Competition Provision, mere partial overlap within a single claim is not enough to make the two proceedings "parallel." Instead, "'[p]arallel' or 'duplicative' means there is a "substantial likelihood that the foreign litigation will dispose of *all* claims presented in the federal case." *Int'l Bus. Software Sol'ns*, 440 F. Supp. 2d at 364 (emphasis added, cleaned up); *Nimelias Enters. S.A.*, 250 F.3d at 518; *see also Forrest*, 263 F. Supp. 2d at 1003 (same); *Herbstein v. Bruetman*, 743 F. Supp. 184, 190 (S.D.N.Y. 1990) (explaining that to justify a stay, the Court must find that the foreign litigation

"will be an adequate vehicle for the *complete* resolution of the issues between the parties" and that a Court is "especially required [to deny a motion to stay] where the claims and parties are not identical, since the plaintiff will merely reinstate those additional claims after obtaining a judgment in the foreign case."). The fundamental premise of Defendants' motion—that the Adversary Proceeding at its "core" is about the Non-Competition Provision—is blatantly false. This is a trade secret case, as the Complaint says in its first line and throughout. That fact requires denial of the motion to stay.

The jurisdictional limitations on the French Labor Proceeding further demonstrate why the case there is not and could not be parallel. The French Labor Proceeding is an interim procedure under French law in which the Labor Court is not permitted to enter a judgment on the merits. Guillon Decl., at ¶ 4. As such, even if the Labor Court ruled in Mr. Favre' s favor, that ruling would not constitute *res judicata* even as to the merits of the French Labor Proceeding itself, much less to the Adversary Proceeding where the Defendants are not parties. Guillon Decl., at ¶¶ 4, 13; *see also Mod. Computer Corp. v. Ma*, 862 F. Supp. 938, 949 (E.D.N.Y. 1994) (denying motion to stay when foreign litigation would not resolve all the issues presented to U.S. Court even if foreign court' s ruling may have a preclusive effect on certain issues); *Marine Holdings*, 524 F. Supp. at 199 ("A stay will not foster judicial economy since, assuming a Canadian judgment prior to judgment in this Court, the parties would be forced to return to this forum and litigate claims not litigated in Canada and those claims already litigated against parties not named in, and bound by, the Canadian suit.").

Accordingly, the French Labor Proceeding is not parallel because—regardless of how it concludes—it will not and cannot resolve the claims and requests for relief that are at issue here. Even if Mr. Favre prevailed entirely in the French Labor Proceeding (which OPmobility does not

believe he will), not one of OPmobility' s claims in the Adversary Proceeding would be resolved as between OPmobility and Defendants SVP and Marelli. Even if the Labor Court found the Employment Contract's Non-Competition Provision was found invalid and/or unenforceable, that will do nothing to resolve or even narrow OPmobility' s trade secret claims as alleged in Counts 1 and 2 of the Adversary Complaint. Nor would such a finding resolve Count 3, concerning inducement of breach of contract, because that claim concerns not only the Non-Competition Provision but also the Confidentiality Provision—which is not at issue in the French Labor Proceeding. Count 4, concerning Mr. Favre' s fiduciary duties, would also not be affected by a Labor Court ruling in favor of Mr. Favre. For this reason, too, the Court should deny the motion to stay.

B. No "Exceptional Circumstances" Exist to Defeat the Presumption Against a Stay

Even if the Court were to conclude that the Adversary Proceeding and the French Labor Proceeding were parallel, which it should not, that would only be "the beginning, not the end, of [the] determination of whether abstention is appropriate." *Century Int'l Arms,* 466 F.3d at 95. Even when such parallel proceedings exist, "should normally be allowed to proceed simultaneously, at least until a judgment is reached." *PATS Aircraft,* 197 F. Supp. 3d at 674. To overcome the presumption that the normal approach of concurrent jurisdiction should be followed, the Court must find that there are "exceptional circumstances." *Id.* To make that determination the Court analyzes: (1) the similarity of the issues; (2) the order in which the actions were filed; (3) the adequacy of the alternate forum; (4) the potential prejudice to either party; (5) the convenience of the parties; (6) the difference in the scope of possible relief; (7) the connection between the litigation and the United States; (8) the connection between the litigation and the

foreign jurisdiction. Consideration of each of these factors establishes that no such exceptional circumstances exist and the Court should deny the Motion to Stay.

1. The issues and scope of relief are different.

As already explained (*see infra* 10-15), the claims asserted in the trade secret Complaint in this Adversary Proceeding are wholly distinct from those presented in the French Labor Proceeding. The parties are different. The scope of the proceedings is different. The relief sought is different. The absence of similarity weighs against a stay.

2. There Have Been No Substantive Rulings By the French Labor Court.

The mere fact that the French Labor Proceeding was filed less than three months before this case carries no weight when no substantive rulings have been made in that matter. As an initial matter, the doctrine of international comity applies directly only to final judgments, and where (as here) there is no judgment the appropriate and most typical resolution is to allow both cases to proceed in parallel. *PATS Aircraft*, 197 F. Supp. 3d at 674. When dealing with a case (as here) that has not reached final judgment, it remains the case that "[t]he principle of comity is inapplicable at a stage of litigation where no action has been taken by the foreign court." *Id.* The French Labor Proceeding has not resulted in any substantive rulings. Guillon Decl., at ¶ 16. The potential ruling in September will not be a preclusive ruling that can bind the French trial court that would hear the case on the merits, much less provide a ruling that would be binding here. *Id.* at ¶¶ 4, 13. Moreover, French courts do not allow for depositions of U.S. style discovery and, unlike U.S. proceedings, French law does not provide for automatic discovery mechanisms (like document requests or interrogatories) in which each party can be required to produce documents or sit for depositions. *Id.* at ¶ 9. In contrast, in this case OPmobility is prepared to file its motion for preliminary injunction and motion for expedited discovery once this Court grants the Motion

to Appoint a Commissioner as required by French law. This weighs strongly against a stay. *PATS Aircraft*, 197 F. Supp. 3d at 674 ("Given the incipiency of the German action, the difference in the requested relief, and the precedent that such proceedings are ordinarily allowed to proceed simultaneously, this court will allow PATS' action to proceed.").

Even ignoring the preliminary and interim nature of the French Labor Proceeding, that the French Labor Proceeding was filed first does not carry the weight that Defendants suggest. The Third Circuit has explained that the first-filed rule "has never been applied, and in fact it was never meant to apply where the two courts involved are not courts of the same sovereignty." *See Compagnie des Bauxites de Guinea v. Ins. Co. of N. Am.*, 651 F.2d 877, 887 (3d Cir. 1981), *aff'd*, 456 U.S. 694, (1982); *Cliffs-Neddrill Turnkey Int'l-Oranjestad*, 734 F. Supp. at 151 (rejecting application of first-filed rule in an international comity analysis); *AustarPharma*, 425 F. Supp. 3d at 336 (citing *Compagnie des Bauxites de Guinea* and finding fact that foreign proceeding was first-filed "does not tip the balance either way"); *Am. Eagle Outfitters*, 2021 WL 4287997, at *13 (same).

That is especially true where, as here, it appears that Mr. Favre strategically and pre-emptively instituted the French Labor Proceeding to coincide with the announcement of his hiring by Defendants, following months of correspondence from OPmobility that his hiring would constitute a violation of its rights upon which it would be forced to commence litigation. Like "in domestic litigation, [where] it is well settled that the general preference for deferring to the first-filed action does not apply when the first-filed action seeks declaratory relief in response to a direct threat of litigation . . . [t]he same lack of deference should apply in international litigation like this where the motivation for getting the first action on file and seeking to capture the forum is the same." *Schenker A.G. v. Société Air France*, 14CIV4711, 2016 WL 1465353 at *3 (E.D.N.Y. Apr.

14, 2016) (citing *Emp'rs Ins. of Wausau v. Fox Entm't Grp., Inc.*, 522 F.3d 271, 276 (2d Cir. 2008)); *see also Glob. Tech Indus. Grp., Inc. v. Go Fun Grp. Holdings, Ltd.*, No. 17 CIV. 3727 (AJP), 2017 WL 5036665, at *4 (S.D.N.Y. Nov. 2, 2017) (denying stay on international comity grounds and giving "little weight to the first-filed factor" when first-filed foreign litigation was instituted after defendants had received notice from plaintiffs of defendants' default and that litigation was imminent).

3. The French Labor Court is an Inadequate Forum.

The French Labor Court—a limited forum for summary assessment of certain employment disputes between employers and employees—is a plainly inadequate forum because it cannot enter a binding judgment; because it cannot issue the monetary relief and much of the injunctive relief sought here; and because Defendants (none of which is a French company) have not agreed that they are amenable to service of process.

"An alternative forum is adequate if the defendants are amenable to service of process there, and if it permits litigation of the subject matter of the dispute." *C.D.S., Inc*., 198 F. Supp. 3d at 332. The French Labor Court fails on both counts. First, the French Labor Court is not a forum in which OPmobility's trade secret, tortious interference, and fiduciary duty claims are being or could be adjudicated, as the court lacks jurisdiction to hear those claims. Guillon Decl. at ¶ 18. Moreover, because the French Labor Proceeding was initiated by an interim preliminary relief petition, the court lacks jurisdiction to adjudicate serious legal or factual disputes (like those here). Guillon Decl. at ¶ 6. This is because the French Labor Court "is a court of extremely limited jurisdiction that can only resolve disputes between employee or former employee and an employer arising from a private employment agreement." *Id.* In the limited proceedings, the parties are not

allowed to seek discovery. *Id.* at ¶ 8. Indeed, Labor Court judges need not even have a law degree or legal expertise. *Id.* at ¶ 6.

Second, the Defendants here are Japanese and Delaware incorporated companies with their headquarters in Tennessee, Michigan, Connecticut and Japan—yet they have not agreed in their motion to accept service in France. Even if they had, the French Labor Court would still be unable to exercise jurisdiction over them, as the court does not have the power to adjudicate claims against third parties to an employment dispute. Guillon Decl. at ¶ 7. Moreover, it is not true that France is "the center of gravity of the dispute"—as Defendants contend. Adv. D.I. 28 at 8. This case concerns multiple U.S. defendants (including, for example, Marelli Automotive Lighting USA LLC (based in Michigan) and SVP (based in Connecticut)), and the use of OPmobility's trade secrets to attempt to win business with major suppliers of cars to the U.S. market, such as Ford, Stellantis, GM, Rivian, Volkswagen, and Tesla. Adv. D.I. 1 at ¶ 11. Defendants' arguments also miss the mark legally—reliance on "convenience" and "connection" to the forum state (Adv. D.I. 28 at 8-9) may drive a *forum non conveniens* analysis, but Defendants have not filed a *forum non conveniens* motion.[3] Defendants instead are asserting a stay should issue based upon international

[3] Throughout their motion, Defendants conflate the analysis for a stay based upon *forum non conveniens* and one based on international comity—often citing cases concerning the former when that is not the basis of the motion. But the difference is significant. *See*, *e.g.*, *Century Int' l Arms,* 466 F.3d at 95 (explaining that although abstention on the basis of international comity "and the doctrine of *forum non conveniens* proceed from a similar premise, [the] abstention doctrine is of a distinct historical pedigree, and the traditional considerations behind dismissal for *forum non conveniens* differ markedly from those informing the decision to abstain" on international comity grounds). The doctrine of *forum non conveniens* is plainly inapplicable here. Among other reasons, a *forum non conveniens* stay would have required the Defendants to show, as a "threshold requirement" that they are "amenable to process" in the foreign jurisdiction and the foreign proceeding. *Windt v. Qwest Commc' ns Int' l, Inc.*, 544 F. Supp. 2d 409, 417 (D.N.J.), *aff' d*, 529 F.3d 183 (3d Cir. 2008). Defendants have not done so—they have not consented to jurisdiction in France, so they cannot even invoke *forum non conveniens* in the first instance.

comity, in which the question is whether "extraordinary circumstances" are present to justify a stay. "[T]he fact that this action also has foreign connections is not an 'exceptional circumstance' that justifies the grant of a stay." *NovaSparks SA v. EnyxFPGA*, 344 F. Supp. 3d 666, 679 (S.D.N.Y. 2018).

There is yet another reason that the French Labor Court is inadequate—that court cannot grant OPmobility the relief it is seeking in this litigation. *See Id.* at 678 (denying stay when, among other things, the French court lacked the ability to order the relief sought by the plaintiff (a change of inventorship of a U.S. patent)); *Cormick*, 2007 WL 2022053, at *8 (denying motion to stay on international comity grounds when there was a "high risk of inadequate relief"). Here, the French Labor Court can only grant relief against the employee (Favre) or the employer (OPmobility)—not against third parties like SVP and Marelli. Guillon Decl. at ¶ 8. Nor can the Labor Court grant OPmobility the damages, unjust enrichment and disgorgement it seeks here, or the injunctive relief it seeks against Defendants SVP and Marelli. *See* Guillon Decl., at ¶¶ 8, 18.

Defendants' argument that "France" is an adequate alternative forum (Adv. D.I. 28 at 7-9) misstates the relevant question. The inquiry here focuses on the forum in which the purportedly parallel proceeding is pending, not the French legal system at large or the French courts of general jurisdiction in which no parallel case is pending. When the focus of the analysis is trained on French Labor Court—where the foreign proceeding actually was filed—there is no dispute that adequacy is lacking.

4. Plaintiff Will Suffer Irreparable Harm From A Stay, While Defendants Face No Prejudice.

The balance of prejudices points decidedly against a stay. A stay would cause extreme and irreparable harm to OPmobility, whereas Defendants would suffer no prejudice absent a stay. The

very reason that OPmobility brought this case and seeks to file a preliminary injunction motion is that it believes that Defendants are currently exploiting OPmobility's trade secrets in order to illegitimately compete for and win customers in the intensely competitive lighting business where both sides offer products. Mr. Favre is currently meeting with OPmobility's customers on behalf of Marelli (Adv. D.I. 1 at ¶¶ 6, 22, 117-118), and absent an injunction could cement long-term supply relationships that, once entered into, could not be undone. The entry of a stay would be devastating to OPmobility, because it would foreclose its opportunity to have its day in court and demonstrate that an injunction should issue to prevent the ongoing misappropriation of its secrets. During the pendency of the stay, Defendants would be free to continue misappropriating OPmobility's trade secrets, using them to win business and customers to OPmobility's detriment.

Even the threat of "*potential* prejudice" to the plaintiff counsels against a stay. *Century Int' l Arms, Inc.*, 466 F.3d at 94 (emphasis added). Here, the prejudice is more than potential, and thus the stay should be denied. *C.D.S., Inc.*, 198 F. Supp. 3d at 333 ("If the stay were granted, however, it is possible that C.D.S. would suffer prejudice in the form of lost time and further damage to its business. Therefore, the potential prejudice to C.D.S. counsels against a stay of this action."); *NovaSparks*, 344 F. Supp. 3d at 678–79 (denying motion stay in face of French proceeding when the parties had been in "competing discussions with North American customers" because the "potential for prejudice exists where, as here, the parties are ' direct competitors' and ' there is a reasonable chance that delay . . .will have outsized consequences to the party asserting infringement has occurred, including the potential for loss of market share and an erosion of goodwill.' ") (quoting *CDX Diagnostics, Inc. v. U.S. Endoscopy Grp., Inc.*, No. 13 Civ. 5669 (NSR), 2014 WL 2854656, at *4 (S.D.N.Y. June 20, 2014)).

Defendants assert that they would be prejudiced by being exposed to "duplicative litigation costs" absent a stay (Adv. D.I. 28 at 10), but that only exposes the fallacy of their position. Defendants are not parties to the French Labor Proceeding, and therefore they are not and cannot by prejudiced by "duplicative litigation costs" since regardless of a stay they will only incur the time and expense of litigating in one forum—this one. That distinguishes this case from the cases cited by Defendants, in each of which the party moving for a stay (often based upon *forum non conveniens*) had consented to jurisdiction in the foreign proceeding.[4] Of course, the costs are also not "duplicative" because the French Labor Proceeding and this case are very different from one another—they involve different claims, facts, parties, and requests for relief. This too militates against a stay. *C.D.S., Inc.*, 198 F. Supp. 3d at 333 ("Because the issues to be litigated in the French Action are not substantially the same, neither party would be prejudiced by the denial of a stay."). And in any event, "having to simultaneously litigate in two forums is not sufficient to constitute prejudice as a matter of law." *Leopard Marine & Trading, Ltd.*, 2015 WL 4940109, at *3.

Defendants fare no better in asserting that there is a risk of prejudice from inconsistent judgments. Adv. D.I. 28 at 10. As set forth above, the claims asserted in this trade secret case are

[4] *See* Adv. D.I. 28 at 10 citing: *FRHUEB, Inc. v. Abdala,* No. 21CV7395RAKHP, 2022 WL 7150242, at *3 (S.D.N.Y. Sept. 30, 2022) (staying case where plaintiff and defendant were involved in both the domestic and foreign proceeding, the various disputed contracts contained a UAE forum selection clause, and "the parties do not object to the UAE forum as inconvenient"); *Eurofins Pharma US Holdings v. BioAlliance Pharma SA*, 623 F.3d 147, 160 (3d Cir. 2010) (a case that did not address international comity and which was instead decided on *forum non conveniens* grounds where "each of the defendants is amenable to service of process in France and that, in any event, none of the defendants will contest personal jurisdiction there");*Ole Media Mgmt., L.P. v. EMI Apr. Music, Inc.*, No. 12 CIV. 7249 PAE, 2013 WL 2531277, at *3 (S.D.N.Y. June 10, 2013) (staying case and finding prejudice when the defendants in the U.S. case were also defendants in the Canadian action and subject to jurisdiction there).

largely distinct from those alleged in the French Labor Proceeding. And even in the minor point of overlap, there is still no risk of inconsistent judgments given that any ruling by the Labor Court would not even have a *res judicata* effect as to the merits of that case in France, let alone in the United States. Guillon Decl. at ¶¶ 4, 13. And, even when a foreign proceeding does have a preclusive effect, that is insufficient to justify a stay. *NovaSparks*, 344 F. Supp. 3d at 679 (rejecting argument that U.S. proceeding should be stayed in favor of French proceeding due to risk of inconsistent judgments because the parties would "be free to present its res judicata arguments on the relevant issues to this Court").

5. The Convenience of the Parties and Judicial Economy Favors Allowing the Adversary Proceeding to Continue

The convenience of the parties also favors allowing this case to proceed. All but one of the Defendants are U.S. entities who are already parties to the pending Bankruptcy proceedings in the District of Delaware. This case involves misappropriation of trade secrets in connection with Defendants' lighting business, which has a strong nexus to the United States due to Marelli's lighting subsidiary here. And the U.S. market for U.S. auto manufacturers is a major target of the misappropriation at issue here. Courts repeatedly find that merely having to defend the domestic proceeding does not constitute inconvenience warranting a stay in favor of the foreign proceeding, which is especially true where, as here, the Defendants are not even parties to the French Labor Proceeding. *E.g.*, *Tarazi v. Truehope Inc.*, 958 F. Supp. 2d 428, 438 (S.D.N.Y. 2013) (holding that any "inconvenience and expense associated with parallel proceedings does not justify deference to a parallel foreign litigation.") (cleaned up); *NovaSparks*, 344 F. Supp. 3d at 679 (same).

Judicial economy would be undermined—not enhanced—by a stay. Because there is minimal overlap between the French Labor Proceeding and this case, and because the French proceeding cannot yield a preclusive judgment, a stay would only delay adjudication of the central trade secret issues at play here. In contrast, without a stay the parties will be able to proceed immediately with their respective motions—for preliminary judgement and to dismiss. Those motions will present at an early stage the key issues in this case for decision, which would in turn drive this case towards a final disposition. If the Court enters OPmobility's requested preliminary injunction, that would prevent additional misappropriation and harm, reducing complexity of later proceedings.

Defendants' argument that they intend to file a motion to dismiss cuts against a stay. That is because the entry of a stay would delay the point at which the motion would be filed. Judicial economy favors not delaying that motion practice and decision by the Court—especially where the French Labor Proceedings will not and cannot consider the trade secret questions that will be the subject of the motion to dismiss.

6. The Connection Between the Litigation and the United States and the Litigation and France Counsels in Favor of Denying the Stay Motion

When the U.S. proceeding has "more than merely tenuous" connection to the United States, "the fact that th[e] action also has foreign connections is not an 'exceptional circumstance' that justifies the grant of a stay." *Novasparks*, 344 F. Supp. 3d at 679. Here, one of the Plaintiffs is a Delaware corporation, Defendant Marelli Automotive Lighting USA LLC is a Delaware limited liability company, and Defendant SVP is a Delaware limited liability company—with these companies each having headquarters in facilities in Michigan, Connecticut and elsewhere in the United States. *See C.D.S*, 198 F. Supp. 3d at 334 (declining motion to stay and finding sufficient

connection to the United States when the parties were either incorporated in or conducted business with and within the United States). In addition, the assertion of state and federal claims also establishes a sufficient connection to the United States to make a stay unwarranted. *See id.* (finding sufficient connection when "C.D.S. has asserted various claims pursuant to specific federal statutes."); *Amimon Inc. v. Shenzhen Hollyland Tech Co.*, No. 20 CIV. 9170 (ER), 2021 WL 5605258, at *8 (S.D.N.Y. Nov. 30, 2021) (finding "[t]here is a direct connection between this litigation and the United States, as the cause of action pertains to the sale of products in New York, and Amimon has filed claims under federal and New York state laws.").

C. A Stay Based Upon Inherent Authority Is Not Warranted

For the same reasons as explained above, a stay based upon inherent authority is also not justified on this record. At bottom, a stay here would just not make any sense. A stay would only forestall the adjudication of the trade secret and related issues presented in this case but which are not presented in the French case. The French proceeding would do nothing to narrow the issues in this case, and would not have *res judicata* effect even under French law. During the course of the delay caused by a stay, OPmobility would suffer immense harms—which would only compound the complexity of this litigation and create more issues for adjudication, not fewer. These facts counsel against a stay on inherent authority (or any other) grounds.

In deciding whether to exercise its inherent authority to a stay a case, courts in this district consider: "(1) whether granting the stay will simplify the issues for trial; (2) the status of the litigation, particularly whether discovery is complete and a trial date has been set; and (3) whether a stay would cause the non-movant to suffer undue prejudice from any delay, or allow the movant to gain a clear tactical advantage." *SenoRx, Inc. V. Hologic, Inc.*, No. CIV.A. 12-173-LPS, 2013 WL 144255 at *2 (D. Del. Jan. 11, 2013).

As an initial matter, Defendants do not cite a single case where a court granted a stay under its inherent authority after declining to issue a stay on a more specific basis like international comity. Courts routinely reject these types of fallback attempts to secure a stay. *See, e.g.*, *Pixis Drones, LLC v. Lumenier LLC*, No. CV 23-141-RGA, 2023 WL 6660991 (D. Del. Oct. 12, 2023); *Am. Gen. Life Ins. Co. v. Mann*, No. C.A. 09-434 GMS, 2011 WL 446048, at *6 (D. Del. Feb. 3, 2011) (denying stay based on inherent power argument for the same reasons the court denied stay under other doctrine); *OwlPoint, LLC v. Spencer Thomas Grp.*, No. 320CV04495BRMDEA, 2021 WL 321479, at *4 (D.N.J. Jan. 29, 2021) (denying stay under inherent power after doing so on other stay doctrine). For the same reasons the Court should deny the stay on grounds of international comity, so too should it decline to issue a stay under its inherent authority.

First, as set forth above, granting a stay will not simplify the issues for trial because the French Labor Court' s ruling on Mr. Favre' s petition has no preclusive effect and will not resolve any part of OPmobility' s claims in this action. *See Intell. Ventures I LLC v. AT&T Mobility LLC*, No. CV 13-1668-LPS, 2016 WL 6542857, at *2 (D. Del. Oct. 24, 2016) (declining to issue a stay when the parties would "still litigate ' every infringement claim . . . as well as every invalidity defense' "); *Akishev v. Kapustin*, 23 F. Supp. 3d 440, 448 (D.N.J. 2014) (holding issues would not be simplified when the plaintiffs could still pursue their claims after the conclusion of other litigation); *Pixis Drones*, 2023 WL 6660991, at *6 (denying issuance of a stay when the plaintiff "would still be able to pursue claims in this jurisdiction" "regardless of any decision in the" other case). Even if the French proceeding could simplify *any* issues in the case (and it cannot), that would still not warrant a stay. *Intell. Ventures*, 2016 WL 6542857, at *2 (denying motion to stay and because arbitration would "at best" resolve only a "portion" of the claims); *OwlPoint*, 2021

WL 321479, at *4 (declining stay motion because "not all claims raised in this case will be addressed or adjudicated by the . . . arbitration").

Second, while this case is still in its early stages, that does not support issuing a stay here given that the French proceeding will not simplify the issues for trial and the parties will still need to conduct discovery on, and litigate, OPmobility's claims. *See Logantree LP v. Fossil Grp. Inc.*, No. 1:21-CV-00385-JDW, 2022 WL 22905011, at *1 (D. Del. Oct. 24, 2022) (finding status of the litigation did not support a stay when plaintiff' s claims would survive regardless of what occurred in the competing proceeding, so the parties would still need to "litigate . . . conduct discovery, write expert reports, and file dispositive motions concerning the same issues of fact and law" in the current proceeding and a stay would only serve to delay).

Finally, for the reasons set forth above, OPmobility will be unduly prejudiced if a stay is issued by being unable to pursue its claims while suffering ongoing irreparable harm in the form of, among other things, continued misappropriation of its trade secrets, the tortious interference with its contracts, and the violation of Mr. Favre's fiduciary duty of loyalty. *OwlPoint*, 2021 WL 321479, at *4 (stating party would be "would be prejudiced by the stay because it could not prosecute its claims"); c*f. LG Elecs., Inc. v. ASKO Appliances, Inc.*, No. CV 08-828 (JAP), 2009 WL 10690498, at *2 (D. Del. June 17, 2009) (stating plaintiff would be harmed "in the form of continuing, allegedly infringing activity by the Defendants"). Moreover, the stay would allow the Defendants to gain a clear tactical advantage because it would enable the Defendants to continue their tortious conduct while preventing OPmobility from filing a preliminary injunction, even though the French proceeding will not resolve or advance the Adversary Proceeding in any manner.

D. The Court Should Grant the Motion to Appoint a Commissioner

The Court should grant Plaintiffs' Motion to Appoint a Commissioner, which merely seeks to facilitate OPmobility's use of its own documents, information, and evidence consistent with applicable law. Unless and until this Court grants OPmobility's Motion to Appoint a Commissioner, OPmobility cannot use its own information or documents in support of its preliminary injunction motion, this Adversary Proceeding, or otherwise meaningfully engage in discovery. *See* Adv. D.I. 18 at ¶¶ 4-7. To that end, OPmobility promptly filed the Motion to Appoint a Commissioner on June 23, 2026. *Id.* All arrangements for the French Commissioner, Mr. Blumrosen, have been made; the only thing that remains is the ministerial act of this Court making the appointment under standard Hague Convention request procedures, shortly after which the French Ministère de la Justice will approve the appointment. Once the French Ministère de la Justice approves the appointment of Mr. Blumrosen as Commissioner, it is expected that Mr. Blumrosen's approval to OPmobility to use its own documents in this case will follow in short order.

The relief sought in the Motion to Appoint a Commissioner is ministerial and OPmobility will bear all costs of the Hague Convention process. Defendants will suffer no prejudice if the Motion to Appoint a Commissioner is granted. The only objection Defendants offer to the Motion to Appoint a Commissioner is their belief that the Adversary Proceeding should be stayed. Even if the Court granted the Motion to Stay, which it should not, the Motion to Appoint a Commissioner should still be granted now, so that this Adversary Proceeding could proceed as soon as the stay was lifted. If this Court denies the Motion to Stay, which it should, appointment of the commissioner is essential to enable this Adversary Proceeding to resolve as expeditiously as possible.

CONCLUSION

For the reasons set forth above, OPmobility respectfully requests that this Court grant its Motion to Appoint a Commissioner and deny Defendants' Motion to Stay.

Dated: July 16, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Jacob R. Kirkham

KOBRE & KIM LLP
Jacob R. Kirkham (No. 5768)
Stephen J. Astringer (No. 6375)
Danielle Bateman (admitted *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.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DECLARATION OF CÉDRIC GUILLON IN SUPPORT OF PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR ISSUANCE OF REQUEST FOR INTERNATIONAL JUDICIAL ASSISTANCE, APPOINTMENT OF COMMISSIONER, AND DIRECTION OF SUBMISSION OF HAGUE CONVENTION APPLICATION AND OPPOSITION TO DEFENDANTS' CROSS-MOTION FOR STAY

Pursuant to 28 U.S.C. § 1746, I, Cédric Guillon, declare the following:

1. I am over the age of 18 and not a party to this action.

2. I have personal knowledge of the facts contained herein, about which I could and would testify competently if called as a witness.

3. I am an Avocat Associé (equivalent to a Partner at a U.S. law firm) at the law firm Guillon-Dejonghe. I am duly admitted to practice law before the courts of France, including the Nanterre Labor Court. Between 1994 and 1997, I served as an assistant at the Lyon Law School for three years and then as a program officer at the French Embassy in Copenhagen for one year and a half. I hold a Ph.D. in business law in 1996 and was admitted to the bar in 1997. I earned a specialization in labor law, social security, and supplemental social protection in 2001. For 24 years, I was a partner at one of France's most renowned labor law firms, Fromont Briens, and served as managing partner of that firm—which had 200 attorneys specializing in labor law—for 10 years. I founded my own law firm two years ago.

4. On April 13, 2026, Mr. Laurent Favre filed a petition for interim preliminary relief in a summary labor proceeding against OPmobility Gestion and OPmobility SE in the Nanterre Labor Court (the "Labor Court"). That petition was assigned Case No. 2026-00082746 (the "French Labor Proceeding"). I represent OPmobility Gestion and OPmobility SE in the French Labor Proceeding. Summary proceedings only provide provisional, interim relief and do not result in judgments on the merits. Under French law, the interim order sought by Mr. Favre in his petition is a provisional decision issued by a judge who does not hear the merits of the main case. As such, Article 488 of the French Code of Civil Procedure provides that "an interim order does not have the force of res judicata in the main case." The trial judge is not bound by the findings of fact or conclusions of law made by the judge in the summary proceeding and may render a different decision.

5. I have reviewed Plaintiffs' Adversary Complaint, Docket Enty No. 1, and am familiar with the claims asserted therein. For any capitalized terms I do not otherwise define, I use the meaning given to those terms in the Adversary Complaint. I have also reviewed the Defendants' cross-motion to stay, Docket Entry No. 28, which purports to describe the French Labor Proceeding.

6. Under French law, the Labor Court is a court of extremely limited jurisdiction that can only resolve disputes between an employee or former employee and an employer arising from a private employment agreement. The Labor Court does not have jurisdiction to hear any claims unrelated to the employment agreement, including claims related to the misappropriation of trade secrets or breaches of fiduciary duties owed to an employer or its subsidiaries. Judges of the Labor Court are not professionals. Labor Court judges are elected by their peers through a system that combines union and employer lists. To serve as a Labor Court judge, one is not required to have a degree in law or any specific "legal expertise." Moreover, the Labor Court's jurisdiction on an interim preliminary relief petition, like that filed by Mr. Favre, is limited only to those disputes that do not present a serious legal or factual dispute. If the matter presents a serious legal or factual dispute, the Labor Court loses the power to decide the proceeding and the matter is referred to a trial court for resolution.

7. The only persons and entities who can be properly joined as parties to a summary labor proceeding before the Labor Court are the relevant employee and employer. Third parties cannot be made parties to the proceedings. Neither Strategic Value Partners ("SVP") nor Marelli Holdings Co. Ltd. or any affiliate (collectively, "Marelli") is a party to the French Labor Proceeding, nor can they be brought within the Labor Court's jurisdiction as parties to the case.

8. The Labor Court can only issue relief against either the employee or the employer. It cannot compel third parties to take any actions or award relief against them. More generally, French courts do not allow for depositions or U.S. style discovery.

9. The French Labor Proceeding is a summary proceeding. French law does not provide for a general, automatic "discovery" mechanism under which each party would be required to voluntarily disclose all documents, including those that are unfavorable. It does not involve U.S.-style discovery, depositions, or broad document requests. The parties are responsible for submitting the evidence on which they rely. A party may request a specific evidentiary measure, such as the production of identified documents or the examination of witnesses, but the Labor Court is not required to grant the request and will do so only if it considers the measure necessary to resolve the dispute. The Court in the French Labor Proceeding's jurisdiction is limited—it cannot typically rule on the enforceability of a non-competition clause, which is instead within the jurisdiction of the trial courts. The Court in the French Labor Proceeding could only rule on the enforceability of a non-competition clause if under French law there was a "clear violation of a condition of validity," which generally refers to conditions such as the clause being supported by financial consideration.

10. The French Labor Proceeding was commenced by Mr. Favre on the same day that the Ad Hoc Group issued a press release regarding their intent to appoint Mr. Favre as Marelli's future CEO. In that press release, the Ad Hoc Group explained that Mr. Favre would be working closely with the Ad Hoc Group to support Marelli's ongoing restructuring and strategic planning and that Mr. Favre plans to take over in due course from Marelli's interim CEO. In that press release, Mr. Favre stated that: "Marelli is distinguished by its strong technology, global footprint and long-standing customer relationships. I look 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." That same day, Marelli issued a press release touting the Ad Hoc Group's plan to appoint Mr. Favre as CEO.

11. In the French Labor Proceeding, Mr. Favre has explained the timing of his petition concurrently with the press releases. According to Mr. Favre's submissions to the Labor Court, due to OPmobility's then-threatened litigation, should SVP or Marelli move forward with hiring Mr. Favre, Marelli was compelled to announce its intention to hire him in the future, as opposed to his actual hiring, in order to reassure the market given Marelli's ongoing bankruptcy. Despite claiming that Marelli had postponed its hiring of Mr. Favre, Mr. Favre is still in communication with Marelli regarding his potential employment and the French Labor Proceeding, as evidenced by a letter dated July 3, 2026 from Marelli to Mr. Favre's counsel regarding his candidacy as CEO, which he submitted to support his claims in the French Labor Proceeding.

12. Mr. Favre's April 13, 2026, petition in the French Labor Proceeding seeks narrow relief against OPmobility largely related to the non-competition provision included in Mr. Favre's employment agreement with OPmobility. Mr. Favre does not assert claims nor seek relief relating to the confidentiality provision included in his employment agreement with OPmobility. Nor does Mr. Favre assert any claims related to the misappropriation or use of OPmobility's trade secrets. Rather, Mr. Favre seeks a ruling from the Labor Court that: (1) he has been disparaged through OPmobility's communications with Marelli and SVP; (2) he has not violated the non-competition clause contained in his employment agreement with OPmobility; and (3) the non-competition clause contained in his employment agreement with OPmobility is not applicable to Marelli, or, in the alternative, a declaration that the non-competition clause is unenforceable. Mr. Favre also seeks €20,000 for reputational harm, €300,000 in financial loss for the alleged postponement of

his recruitment by Marelli, and €20,000 for infringement on his freedom to work, and his attorney's fees. The French Labor Proceeding does not involve, nor could it involve, Mr. Favre's misappropriation of OPmobility's trade secrets for the benefit of Marelli and/or SVP.

13. As noted above, Mr. Farve filed a petition for preliminary interim relief in the French Labor Proceeding, as opposed to seeking a ruling from the Judge authorized to decide the merits of the dispute. Under Article 488 of the French Code of Civil Procedure, any decision by the Labor Court on his petition, "does not have the force of res judicata in the main case." In other words, not only will the Labor Court's decision on Mr. Favre's petition have no res judicata effect on the merits proceeding, it will also have no res judicata effect on the U.S. Adversary Proceeding.

14. On June 24, 2026, OPmobility responded to Mr. Favre's petition by opposing it on the merits and requested that the Labor Court find that Mr. Favre's claims are not properly before the Labor Court because they are subject to serious dispute, deny his application for interim relief, and dismiss his claims and demands. OPmobility also asserted counterclaims based on Mr. Favre's non-competition obligations, requesting that the Labor Court require Mr. Favre to (1) provide documents showing his current arrangement for collaboration with Marelli, its shareholders, and the Ad Hoc Group, including SVP; (2) produce all communications and contracts between Mr. Favre and Marelli, its shareholders, and the Ad Hoc Group, including SVP since March 1, 2025, or, alternatively, November 6, 2025; and (3) as a precautionary measure, suspend all collaboration with Marelli, its shareholders, and the Ad Hoc Group. In addition, OPmobility seeks damages arising from other contractual breaches by Mr. Favre, including the breach of the confidentiality obligations in his employment contract, but these claims do not relate to SVP or Marelli and are based on conduct not described in the Adversary Complaint.

15. On July 7, 2026, Mr. Favre filed his response in support of his petition.

16. On July 7, 2026, the Labor Court heard argument on Mr. Favre's petition and OPmobility's counterclaims. The Labor Court is expected to render its decision, including whether it has jurisdiction over the matter, on September 22, 2026. If the Labor Court determines that the French Labor Proceeding presents a serious legal or factual dispute, as OPmobility argues, it will lose jurisdiction over the summary proceeding and refer the matter to the trial court.

17. The claims asserted in the Adversary Complaint are not at issue in the French Labor Proceeding. As set forth above, while Mr. Favre and OPmobility have respectively asserted claims related to Mr. Favre's non-competition provision in the French Labor Proceeding, these claims are narrow and are not against Marelli or SVP. Neither Marelli nor SVP are parties to the proceedings before the Labor Court, and they could not be added as parties due to the Labor Court's limited jurisdiction. Further, unlike the Adversary Complaint, there are no claims related to the misappropriation of OPmobility's trade secrets or related to the fiduciary duties that Mr. Favre owed to OPmobility Holding USA, Inc. in the French Labor Proceeding. Due to the limited jurisdiction of the Labor Court, neither of these claims could be asserted in the French Labor Proceeding.

18. Consequently, the Labor Court cannot issue any orders against either Marelli or SVP. Nor can it issue any relief or opine on any issues related to the misappropriation of OPmobility's trade secrets, Mr. Favre's breach of his fiduciary duty of loyalty, or the alleged tortious interference with the confidentiality provisions of Mr. Favre's employment agreement with OPmobility.

19. Mr. Favre also does not contest the validity and enforceability of the confidentiality provision in his employment agreement in the French Labor Proceeding, so the Labor Court will

not consider, nor make any rulings, as to that issue. In contrast, all the claims in the Adversary Complaint involve the confidentiality provision of Mr. Favre's employment agreement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Cédric Guillon