Docket #0056 Date Filed: 7/24/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE:	.	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA, LLC, et al,	.	Case No. 25-11034(CTG)
Debtors.	.	824 Market Street
	.	Wilmington, Delaware 19801
	.	Monday, July 20, 2026
OPMOBILITY GESTION; OPMOBILITY SE; OPMOBILITY HOLDING USA, INC.; and OPMOBILITY LIGHTING HOLDING,	.	Adv. Proc. 26-50470(CTG)
vs.	.	
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,	.	

TRANSCRIPT OF VIDEO HEARING
BEFORE THE HONORABLE CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

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Commissioner Motion Motion for Issuance of Request for International Judicial Assistance, Appointment of Commissioner, and Direction of Submission of Hague Convention Application [Filed 6/23/26] (Adv. Docket No. 18) -and- Stay Motion - Defendants' (I) Response to Plaintiffs' Motion for Issuance of Request for International Judicial Assistance, Appointment of Commissioner, and Direction of Submission of Hague Convention Application and (II) Cross-Motion to Stay Proceedings on Grounds of International Comity [Filed 7/7/26] (Adv. Docket No. 28) 4

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(Proceedings commence at 11:00 a.m.)

THE COURT: Good morning, all. This is Judge Goldblatt. We're on the record in the adversary that is OPmobility v. Strategic Value Partners, which is Adversary Number 26-50470. The main case is In Re Marelli Automotive, which is Number 25-11034. We're proceeding for the purposes of today's hearing by way of Zoom.

And happy to pass the virtual podium to counsel to take us through our agenda.

MR. KIRKHAM: Good morning, Your Honor. Just by way of making introductions, this is Jacob Kirkham from Kobre & Kim on behalf of the OPmobility parties. With me on Zoom are my colleagues Daniel Zaheer, Michael Ng, Adam Lavine, and Danielle Bateman, who have all been admitted *pro hac vice*.

And with the Court's permission, Mr. Zaheer will handle the arguments and the schedule for OPmobility.

THE COURT: Okay. Very well. Thank you, Mr. Kirkham.

Is there anyone who would like to be heard before we turn it over to counsel for the plaintiff to present?

(No verbal response)

THE COURT: If not, Mr. Zaheer, happy to give you a chance to be heard.

MR. ZAHEER: Thank you, Your Honor.

We're here today on two cross-motions. The first

motion is OPmobility's motion -- excuse me -- OPmobility's motion to appoint a commissioner under the Hague process to enable us to use our own documents to proceed with this adversary proceeding.

And defendants, in response, have filed a motion to stay all proceedings based on -- or stay the adversary proceeding based on international comity.

I would like to focus my remarks primarily on the stay motion because that is the nub of the dispute. And my understanding is that defendants don't really dispute the motion to appoint the commissioner, other than based upon their request --

THE COURT: So, Mr. Zaheer --

MR. ZAHEER: -- for a stay.

THE COURT: -- I read the papers the same way. I guess I'm interested in hearing from the defendants whether they oppose the issuance of a commission for any other reason. But if not, then just maybe it makes sense, in the sort of norm -- if what I really have in front of me is a motion to stay, that that's actually what's contested, and the motion to issue a commission isn't otherwise a contested motion, except for if it would be stayed by virtue of the stay, maybe it makes sense, in the ordinary course, to let the movant on the motion to a stay -- on the motion for a stay proceed.

MR. ARNAULT: And Your Honor, this is Bill Arnault from Kirkland & Ellis on behalf of the debtor defendants.

And that is correct, Your Honor. Hopefully, as we made clear in our pleadings, we do not have a substantive objection to the plaintiffs' motion to appoint a commissioner. Instead, ours is one that is based really on judicial economy, common sense. And it's really the stay portion of it --

THE COURT: All right.

MR. ARNAULT: -- that we're --

THE COURT: So, Mr. Zaheer --

MR. ARNAULT: -- objecting --

THE COURT: -- I certainly want to give you -- you'll certainly have every opportunity to be heard. But just in the ordinary course, do you disagree that it just makes sense to allow the movants on the motion for a stay to present their motion? Because, unless they prevail, it sounds like no one is contesting that you get the commission.

MR. ZAHEER: We don't object to that --

THE COURT: All right.

MR. ZAHEER: -- to proceeding that way, Your Honor.

THE COURT: Very well.

MR. ZAHEER: Thank you.

THE COURT: Okay. So, Mr. Arnault, let me give you -- let me hear from you.

MR. ARNAULT: Sure. And thank you, Your Honor.

So, as I mentioned, ours is more of what I call an objection based on judicial economy, common sense. And at the end of the day, the relief that we're seeking is really putting a temporary pause on the litigation here to see what happens in the French Court, which is meant to rule on September 22nd, because we think that that's actually going to be a critical data point. And at that point in time, we can reassess what the path forward here looks like as far as the adversary proceeding.

And I know that, in the papers -- and I'm sure they will say this today -- the plaintiffs have stood up and said that the two litigations in France and here actually don't have any impact on each other, and there are no grounds to stay. But I actually think that there is significant interplay, overlap between the two pieces of litigation that support the limited stay that we're requesting.

And so the way that I think about it is, on the one hand, you have this motion to appoint a commissioner, which is a necessary predicate to the plaintiffs' motion for a preliminary injunction. And once that is on file, the plaintiffs have told us that they envision a two-to-three-month timeline for expedited discovery on that motion, with presumably a bunch of discovery from foreign jurisdictions, something like six to ten depositions, and a whole lot of

attendant costs and time --

THE COURT: Yeah.

MR. ZAHEER: -- and resources as part of that. And so at best, we'll have a preliminary injunction motion at some point in late September, but probably more realistically sometime in mid October.

And as part of that -- and I think this is important for our stay. As part of that preliminary injunction motion, the plaintiffs will be seeking a prohibition on Mr. Favre --

THE COURT: Okay.

MR. ARNAULT: -- from being hired by Marelli.

THE COURT: So, Mr. Arnault --

MR. ARNAULT: -- or doing work --

THE COURT: -- I apologize.

MR. ARNAULT: Yeah.

THE COURT: Can I stop you for a second? So I just want to isolate --

MR. ARNAULT: Yeah.

THE COURT: -- the moving pieces here because I think there are --

MR. ARNAULT: Sure.

THE COURT: -- there are distinct strands.

I certainly understand, to the extent the argument is that, by hiring their former CEO, you're -- he's violating

his contract and, by extension, those of you who have encouraged it have tortiously interfered with that. I am certainly disinclined to get ahead of a French Court on the validity and enforceability of the anti-compete, so I follow what you're saying there.

MR. ARNAULT: Uh-huh. Yeah.

THE COURT: They also contend, however, that, in addition to the claim that hiring him is -- violates that agreement, they say that you're -- that he is or you're -- and you're encouraging him to use their confidential information in a way that violates their trade secrets. And that doesn't seem, to me -- again, I've only seen the papers that are in front of me. But it would surprise me if you were taking the position that he's entitled to use their confidential information on behalf of a competitor. And that claim, it seems to me, is independent of the question whether hiring him, you know, tortiously interfered with the anti-compete.

So let me pause there. Am I thinking about those questions correctly?

MR. ARNAULT: Yes, I think you're thinking about those correctly. We're certainly not taking the position that he can use the plaintiffs' confidential information or trade secrets.

And this is why we try to be really precise in our

papers and focused on the motion for a preliminary injunction because, if we then look at the French Court proceeding -- so, there, you have Mr. Favre, who is the former CEO, who initiated that proceeding to get a determination as to whether or not the non-compete was enforceable as to Marelli.

And then, at the same time, in that same proceeding, you have plaintiffs, or two of the entities from OPmobility asserting counterclaims, seeking what is essentially an injunction that would prevent Mr. Favre from collaborating with the debtors, SVP, or the ad hoc group, and also seeking documents.

And so our view is that we should wait and see what happens in the French Court because it's particularly pertinent to this motion for a preliminary injunction, which, again, I'm just focused on, and then I'll get to your question about the trade secrets, too. Because if the French Court rules that the non-compete is not enforceable as to Marelli, in that scenario then, the relief that would be sought through this preliminary injunction motion -- namely preventing him from being hired by Marelli -- my assumption is that the Court would then respect what the French Court has decided. So the relief there will differ from what is being sought in the preliminary injunction proceeding.

At the same time, if the French Court determines that the non-compete is enforceable and grants the

counterclaim, and essentially the injunctive relief, then plaintiffs win. And we will not have had to go through this two-to-three-month process for a preliminary injunction here because they will have effectively received that in France. And Mr. Favre will be -- then have been prevented from being hired or even brought in that, collaborating with any of the defendants here.

THE COURT: Okay.

MR. ARNAULT: And so --

THE COURT: So --

MR. ARNAULT: -- that's why we're -- yeah.

THE COURT: So I'm with you that far and that makes sense to me, right?

MR. ARNAULT: Yep.

THE COURT: If they -- if the -- if OPmobility prevails and it violates the contract to hire him, he doesn't get hired, they get essentially complete relief. I'll give Mr. Zaheer a chance to tell me why that isn't so. And there, then we wouldn't have to proceed, so I get that.

If hiring -- I mean, you know, to the extent there are damages, claims, or whatever, that can be cleaned up wherever. But I don't -- that's probably not an emergency, so that is what it is.

On the other hand, if they prevail and -- I'm sorry -- if you prevail, and the hiring of him is not a violation

of the contract, we still then have the factual question of have you -- I understand you deny this, but you know, have you and he essentially done anything that is inconsistent with OPmobility's trade secrets or confidentiality obligations or what have you.

That's a fact -- that seems to me that's more a factual dispute than a legal dispute because no one is saying you get to take on -- maybe you could argue around the margins about what counts as confidential, but no one is saying we get to use trade secrets, you know, with a competitor, at least I don't think anyone is saying that.

And so let me just throw out where my head is, for whatever it's worth, which is -- look, I also hear the argument that you make that this motion is not yet in front of me, but you tell me it's coming; that, to the extent there's a dispute about whether you violated confidentiality or trade secrets, it makes more sense for that to proceed in a court somewhere else, other than Wilmington, Delaware. That strikes me as a non-crazy argument that's not yet in front of me.

But the only thing that's in -- really in front of me now is: A, do you get to grant this commission and can the parties start? And what I'll have coming down the pike -- there -- you -- look, I'll tell you where my head is, is I'm highly unlikely -- basically, there's no way I'm going to

rule about the enforceability of the contract under French law in a way that that's pending -- before that's resolved by a court in France before whom it is now pending. That -- I don't mean -- I don't think anyone is asking me to, at least I haven't heard anyone, but that seems to me like ordinary principles of comity and common sense counsel in favor of allowing the French Judge to resolve the question of French law, not to mention sort of basic normal modesty.

So the question then is: Do we do something in the meantime or nothing in the meantime? I think that's really the question that's in front of me today. And while I hear the notion that it might be, at the end of the day, I conclude that I ought to stay all of this or dismiss on *forum non conveniens* grounds and everyone's rights on that are preserved, I guess I -- in a world in which there is a factual question that's not presented to the French Court and that may or may not go away based on how that French Court rules, why does it make -- why doesn't it make sense to say to everyone look, this is a high stakes dispute, we're all going to have to walk and chew gum and you can get started in the meantime?

That -- and I'll tell you that's my instinct and --

MR. BRIMMAGE: Your Honor?

THE COURT: Yeah. Mr. Brimmage?

MR. BRIMMAGE: I didn't mean to interrupt you, Your

Honor. Go -- I apologize. Go ahead.

THE COURT: So that was really my question, in the first instance, to Mr. Arnault, but mister -- I'm happy to hear from whoever can help me with it.

MR. BRIMMAGE: Your Honor, may I jump in real quick?

THE COURT: You may.

MR. BRIMMAGE: And I apologize. I should have introduced myself early on, and I just simply waited too long. Marty Brimmage with Akin, I'm here on behalf of the Defendant Strategic Value Partners, LLC, one of the defendants -- excuse me -- in the adversary proceeding.

I want to address your question very specifically because I think there's something in the record that will help us.

The plaintiffs filed a declaration at Docket Number 43-1 that I think gets at the heart of your question, and I think also answers, Your Honor, why I think we should wait and not walk and chew gum at the same time, we should hold off on everything.

Paragraph 12 sets forth -- and by the way, this is a declaration of the plaintiffs, right? This is their French counsel.

THE COURT: Right.

MR. BRIMMAGE: And I think it's really instructive,

Your Honor, like incredibly instructive.

Paragraph 12 lines up this declarant's version of what Mr. Laurent -- I'm sorry -- Mr. Favre is seeking in the French legal proceeding. And it goes through all the things, right? And I'm not going to read it to you, Your Honor --

THE COURT: No, I --

MR. BRIMMAGE: -- but it's --

THE COURT: -- see it.

MR. BRIMMAGE: -- got the -- he's been disparaged, he has not violated the non-compete, the non-compete is either not applicable to Marelli or, in the alternative, it's not enforceable, and he also seeks damages for these things. And I know you're reading it, so I'm not going to --

THE COURT: Yep.

MR. BRIMMAGE: -- read it to you, Your Honor.

THE COURT: I see it.

MR. BRIMMAGE: But the last sentence is instructive and it will then lead us into our next discussion. It says:

"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 SVP. It's he that is the alleged wrongdoer, not Marelli, not SVP."

It's him, the French citizen --

THE COURT: Well, that's because --

MR. BRIMMAGE: -- the guy in France.

THE COURT: That's because he's the only party to the proceeding in France. You guys aren't parties to that.

MR. BRIMMAGE: That is correct. There's two points to that, and then I'll go on to Paragraph 14. He is not -- he is a party to that, we are not.

They make a big deal -- and I understand that the French legal proceeding is limited in scope, which is true. But it's not that it's -- that you couldn't file the exact same misappropriation of trade secrets claims in a French Court, they just chose not to; they chose to bring it here.

But Paragraph 14, I think, Your Honor, is the most instructive because now this is this declarant's identification of what OPmobility is seeking in the French legal proceeding:

One, they want documents. Okay?

Two, produce communications;

Three, as a precautionary measure, suspend all collaboration with Marelli, its shareholders, and the ad hoc group.

They are seeking to suspend all collaboration of any kind. That is before the French Court. That's what they're seeking to have you do here, Your Honor.

But that's not all. It goes on to say, in addition, OPmobility seeks damages arising from what they

claim is the breach of the confidentiality obligations of his employment contract. Those confidentiality obligations -- you just mentioned confidentiality obligations -- are at the heart of the French legal proceeding and they were put at the heart by OPmobility. This is --

MR. ZAHEER: Your Honor?

MR. BRIMMAGE: I'm sorry?

MR. ZAHEER: I apologize. I don't mean to interrupt, but the statement that was just made is incorrect.

THE COURT: All right. So --

MR. ZAHEER: And I'd like to --

THE COURT: I hear you. Let -- and I certainly want to give you every opportunity to respond, but let me try to do this in a vaguely orderly way.

So, Mr. Brimmage, continue your point.

MR. BRIMMAGE: I'm just looking at the declaration that the --

THE COURT: Yeah. No, I --

MR. BRIMMAGE: -- plaintiffs filed.

THE COURT: I see Paragraph 14, I see what it says.

MR. BRIMMAGE: Yeah.

THE COURT: But Mr. Brimmage, help me with this --

MR. BRIMMAGE: That's before --

THE COURT: So -- okay.

MR. BRIMMAGE: Go ahead.

THE COURT: Okay. I get that.

If the allegation that Mr. Favre has violated his confidentiality obligations and shared confidential information with SVP and the debtors here, if that's true, he presumably has a claim that could be asserted somewhere against both Mr. Favre, where it's pending in France, as well as against the -- right? Your clients, who are defendants in the case in front of me.

Now that doesn't answer the question whether that case belongs in front of me, right? I understand you -- this motion hasn't even been filed yet. But I understand the argument that goes look, these are events that took place in France, there's a heavy French law component to it, and France is a more logical place than Wilmington, Delaware for that lawsuit to proceed.

I don't know whether your clients would concede to the exercise of jurisdiction by a court over France, which might bear on whether I should toss the case on *forum non conveniens* grounds. But that is not -- none of that is in front of me yet, but -- and I'm told it's coming, and I believe it's coming, and I'll deal with that when I get there.

To me, the only question is okay, I -- that motion hasn't been filed, I don't know how I'm going to rule on it. Why does -- why -- and that claim may or may not go forward

in front of some court somewhere. But as of now, that action has only been filed in front of me. And there's a possibility it will all come to a screeching halt or not, depending on what happens in France in two months.

But normally, this is sort of like the situation -- it seems to me highly analogous to, you know, you've got in front of you a motion to dismiss, you don't know whether you're going to grant it or not. Do you stay discovery in the meantime? And that's a discretionary judgment, and courts -- not every court views it the same way. But I think the general principle is, in the ordinary course, we don't stay it. It would require some sort of exceptional showing to stay discovery pending a motion to dismiss.

And I don't know why the circumstances here aren't more like the regular case. Again, I'm not saying -- to the extent we're talking about discovery in a case in front of me, I'm happy to have a conversation about scope and magnitude and proportionality and all of that. But I don't know why it all is stopped because of the possibility that it might go away based on a ruling from a French Court.

Does that question make sense? Am I thinking about this like in a rational way?

MR. BRIMMAGE: Absolutely, Your Honor. Absolutely.

And I think your analogy to a motion to dismiss is a good one. You said, typically, you don't stop discovery

unless there's some extraordinary reason to.

We have a French legal proceeding. And in that French legal proceeding, one of the things the French Court has been asked to rule on is whether or not Favre -- Mr. Favre has breached confidentiality obligations. That's what the declaration says. I'm just reading it straight off of what this guy swore was true. I don't know, I'm not in the French proceeding.

And so, if that's true, Your Honor -- I know you want to look at it as though if the Court denies that. But if the Court grants that, we would like this Court to obviously pay attention to that.

THE COURT: Oh, the -- look.

MR. BRIMMAGE: If that --

THE COURT: Any --

MR. BRIMMAGE: If the French Court --

THE COURT: Just let me really clear. Anyone who is going to ask me to ignore a ruling by a French Court on a question of French law and about facts that occurred in France is going to have an uphill battle in front of me. So I think we're all -- I think --

MR. BRIMMAGE: Okay.

THE COURT: I don't think that's going to surprise anybody, but --

MR. BRIMMAGE: Then I won't talk about that

anymore.

THE COURT: But Mr. Brimmage, that -- I hear you. But that sort of raises, rather than answers, the question that I have, which is -- I don't know what they're going to do. Isn't the question here what should I do in the meantime?

MR. ARNAULT: And Your Honor --

MR. BRIMMAGE: Yes.

MR. ARNAULT: -- if --

MR. BRIMMAGE: Your Honor, if I can address that directly?

MR. ARNAULT: If I --

MR. BRIMMAGE: I'm sorry, Mr. Arnault.

I think what you do, in the meantime -- Your Honor, there's no urgency here and there's no harm in waiting. There is no injunction before the Court. And in fact, what we hear is it could be -- it will be months before an injunction request is in front of the Court.

We all have to admit, Your Honor, that's unique for injunctive relief, right? Normally, injunctive relief is oh, my gosh, you know, this is terrible right now. There's no plans by these plaintiffs. There's no intent to file this anytime soon. It is very possible -- and we would hope possible -- more than possible -- that the French proceeding plays out, we get a ruling -- I'm not guaranteeing this, Your

Honor -- we get a ruling on the 22nd that disposes of much, if not all, of this that's in Paragraph 14 of this declaration. And then we all know much more clearly where we're sitting in front of you; what claims remain, if any; what injunctive relief might be worthy or not. We'll know a whole lot more. But for the two months, we just respectfully request that you hold off, stay this proceeding, not waste judicial time and resources or estate time and resources Let's see what the French Court does and then we can come back.

All we're asking for, Your Honor -- let me begin with the end -- or end with the end -- we would just like you to set a hearing sometime in the first full week of October, like a status conference, where you stay this until then, we come back. We all have read and reviewed what the French Court did. We can file papers, if you want. We can just talk to you, if you want. But we'll know better where to go from then. I don't see what the harm is in waiting.

THE COURT: So, Mr. Brimmage --

MR. BRIMMAGE: There is no harm --

THE COURT: Let me --

MR. BRIMMAGE: -- to the plaintiff.

THE COURT: Let me --

MR. ZAHEER: If I may, Your Honor?

THE COURT: So let me just -- I certainly want to

be sure to give you the chance to be heard.

But here's my concern. You're right that this world in which we're at least 60 days before I even consider a preliminary injunction is an unusual world. And the notion that if -- and I want to, obviously, hear from Mr. Zaheer about this. But if I'm not going to hear a preliminary injunction motion until October, in any event, is a thing, what I want -- but it would seem to me to aggravate an already complicated situation if I were to basically cause that to be delayed further by ruling today.

So I guess I'll -- I want to hear Messrs. -- Mr. Arnault and Mr. Zaheer. But if I were to impose some sort of stay in the meantime, the flip side of that would be, if it goes forward, you're going to have to work hard and fast, so as not to delay proceedings beyond the delay that's necessarily associated with the process.

Is that fair, Mr. Brimmage?

MR. BRIMMAGE: Your Honor, absolutely.

I think, by its very nature, injunctive requests often always move very quickly, but there is no request and there won't be a request for a while.

But what I would say to Your Honor, to the extent the French legal proceeding doesn't resolve this and you decide we should go forward with an injunction situation because it's been filed in front of you, you have my

commitment that we will work quickly. Absolutely.

THE COURT: All right. Okay. So that's helpful.

So mister -- I want to hear first from Mr. Arnault -- I guess I'm interested in your perspective on all of this. And then, Mr. Zaheer, I do want to make sure you get a chance to be heard.

MR. ARNAULT: Yes. Thank you, Your Honor. And we agree with Mr. Brimmage.

And I know that plaintiff is going to say that, in fact, the confidentiality allegations in the French Court are actually different than the trade secret claims here. And so that --

THE COURT: Okay.

MR. ARNAULT: -- will be the argument as to why we should proceed here on the trade secret claims.

And again, I just go back to the point that, no matter -- regardless of the ruling by the French Court, it's an important data point even for those -- the remaining claims that will go forward.

So take, for example, if the non-compete is unenforceable, that will have a bearing on the tortious interference with contract claim and whether that is still a viable claim. It will have a bearing on what the contours of discovery look like, what the relief is being requested in this case.

And so our view is, rather than do a bunch of work now at great time, cost and expense, let's put a pin in things and then we can see what the world looks like post the French Court ruling. And then, as Mr. Brimmage said, we're not afraid of hard work in doing it quickly. We can then pick things back up at that point in time. But regardless, there will be an impact on those remaining trade secret claims based on what happens in the French Court.

THE COURT: Okay. Okay. I appreciate it.

Mr. Zaheer, your moment has arrived. Let me give you the chance to be heard.

MR. ZAHEER: Thank you very much, Your Honor.

First, I just want to correct two, I think, really critical misstatements or misunderstandings:

The first is that the issues in this case, in this adversary proceeding, are not before the Court in France, especially the confidentiality issues. The only evidence in the record for this motion is the declaration of Mr. Guillaume, our lawyer in France, who says that the confidentiality question there has nothing to do with the trade secrets here.

The second, I think, and probably more critical misstatement, is that the proceedings in France may simplify or be dispositive of the issues in this case, and that is 100 percent incorrect. The French case is a highly limited

proceeding, which will not provide a *res judicata* judgment, even in France. It's a preliminary and provisional proceeding that is about Mr. Favre's contractual obligations, which are not the subject matter of this case.

THE COURT: Well, this --

MR. ZAHEER: I repeat --

THE COURT: This case --

MR. ZAHEER: -- this case is --

THE COURT: -- does include --

MR. ZAHEER: -- trade secret --

THE COURT: Your complaint includes allegations of tortious interference with contract, right?

MR. ZAHEER: That's correct, Your Honor. But that's a tortious interference with contract based on two provisions:

One is based on his confidentiality obligations not to misappropriate our trade secrets.

The second is with respect to the non-compete. But that is a subsidiary portion of one of four causes of action in the complaint, and that is the only thing that has an arguable overlap with the French proceeding.

But I want to take a step back, Your Honor, if you'll allow me to do this --

THE COURT: You may.

MR. ZAHEER: -- which is that, if granted, the stay

that they are seeking would deprive OPmobility of our day in court, where we are seeking to prevent imminent, grave, and irreparable harm to our business, caused by the defendants' current misappropriation of our trade secrets.

THE COURT: All right.

MR. ZAHEER: We filed --

THE COURT: So, Mr. Zaheer --

MR. ZAHEER: -- this suit --

THE COURT: -- let me stop you there.

So, when you talk about depriving you of your day in court, when were you expecting to be in court? If you were going to -- if you were to prevail here entirely, when is that day?

MR. ZAHEER: That day is as soon as Your Honor grants the commissioner motion, the motion to appoint the commissioner. That commissioner then allows us to use our own documents to then submit the preliminary injunction motion that we intend to file as soon as possible before this court. We believe that that will happen within -- as soon as the commissioner is appointed, it will be a matter of weeks, maybe two to three weeks -- from today, if you were to grant the commissioner motion today -- that we will have that motion on file and we will be able to proceed litigating the issues in this case, which, again, are related to the irreparable harm that is currently occurring and will

increase during the period of the stay that we were talking about.

And the -- what the defendants are trying to do through this motion is deprive us of our right to go to court in order to make the case that they are currently engaged in misappropriation of our trade secrets and causing us irreparable harm in the form of locking up, long-term, five-to-six-year contracts with our customers by exploiting our trade secrets against us.

THE COURT: So, Mr. Zaheer --

MR. ZAHEER: And --

THE COURT: -- can I ask this question? What would stop you from filing that injunction motion in a court of competent jurisdiction in France today?

MR. ZAHEER: So there's one major thing, which is that the defendants here have not consented to jurisdiction in France.

But there's an even larger issue, which is that pursuit -- because we are in Bankruptcy Court today, Your Honor. he reason that we are here is that there is a stay. And if we had filed this case in France, if we had filed this case in Michigan, where the products that are the subject of the trade secret dispute here are made by both parties, if we had filed it in Tennessee, where there are also facilities of the defendants, if we had filed it anywhere other than here,

then we all know that the other side would say that that we had done so in violation of this Court's --

THE COURT: And do you --

MR. ZAHEER: -- bankruptcy --

THE COURT: Do you think they --

MR. ZAHEER: -- stay.

THE COURT: Do you think they would be right in light of what 362 says and its focus on pre-petition claims?

MR. ZAHEER: We do not, Your Honor. But this is the critical issue is -- as I have been trying to emphasize since I was first allowed to speak, this is an issue of imminent and present importance to us. Time is absolutely of the essence. And so, if we had filed, let's say in Michigan, or if we had filed in France, or if we had filed in some other jurisdiction, then we would be discussing a stay of that proceeding right now or a transfer of that proceeding right now, so that --

THE COURT: I hear you.

MR. ZAHEER: -- the defendants could argue that we did so in violation of the stay.

THE COURT: I hear you.

MR. ZAHEER: We do not agree.

THE COURT: Okay.

MR. ZAHEER: And so, when we were looking at filing this case, Your Honor, we were thinking what is the fastest

possible way we can get in front of a court to say this harm is happening to us now, today, we need the Court's help today, we knew that they would do whatever they could to slow down the process, to slow down our ability to seek a remedy from the Court by putting evidence in front of the Court that we are entitled to that remedy.

And so there is nothing in any of the principles underlying international comity. And this goes to Your Honor's question because the only issue before the Court today is international comity. If they want to file a *forum non conveniens* motion, we're very prepared to litigate that motion, but they haven't filed it. You know why? Because they're all Delaware companies and the misappropriation is occurring all over the world.

But guess what is the largest market for the products that we believe are the subject matter of the misappropriation? It's the United States. And so that's why we are here. We are here because we are seeking, as quickly as possible, to get in front of Your Honor or in front of a court to seek the relief that we would like to seek.

And once the commissioner motion is granted, we would be -- we would be prepared to file our preliminary injunction motion. We would need to get the documents from the commissioner and then incorporate those into the motion. But we are ready to move as quickly as we can to get the

issue because -- in front of the Court.

And I have some slides, if I may, Your Honor, to put up to address, I think, what's another critical point here.

THE COURT: Certainly. Let me -- with whom should the screen be shared?

MR. ZAHEER: I would like to share my screen, if possible.

THE COURT: Okay. Very well. I'm, as usual, taking credit for the work being done by other people.

(Laughter)

(Pause in proceedings)

MR. ZAHEER: Can Your Honor see the slide show?

THE COURT: I -- yes, I can.

MR. ZAHEER: Okay. Thank you.

So, just to emphasize why we are here and the urgency, this is the evidence which -- part of the evidence, which we're prepared to present in our preliminary injunction motion. We know --

MR. BRIMMAGE: Your Honor? Your Honor, I think I'm going to have to object at that point. If this is evidence --

THE COURT: It's not --

MR. BRIMMAGE: -- there's no --

THE COURT: I'm not taking --

MR. BRIMMAGE: -- foundation --

THE COURT: -- taking any of it as evidence, so nothing -- there's no witness testimony, there's no evidence. I'll allow the argument, but I'm not -- nothing is coming into evidence at this hearing.

MR. BRIMMAGE: Thank you, Your Honor.

MR. ZAHEER: And that's fine with us, Your Honor. We're just trying to illustrate what's at stake here.

We know that the Defendants SVP and Marelli have our trade secrets. How do we know that? Well, first of all, we know that Mr. Favre, when -- back in October of last year, on -- specifically, on October 27th, there was a decision made that became clear that he would be leaving the company. And his date of actually leaving was about a week later, on November 6th.

In that interim period, we know that Mr. Favre began to forward himself a trove of trade secret documents to his personal email account.

We also know that, during that period he asked, ChatGPT questions like how do I copy my Outlook inbox onto my Gmail.

So we know that, not only did he take with him all of the sensitive and trade secret information that he had acquired in his head, but that he made an effort to take with him documents, protected trade secret documents, that he was

under an obligation not to move to a personal device, and certainly not to take with him after he left.

After he left, just a few months later --

THE COURT: Mr. Zaheer, can I stop you? And again, I don't want to get too far ahead of an argument that's not in front of me today. But when you say he's under an obligation, tell me what source of law provides that obligation.

MR. ZAHEER: Yes, Your Honor. So there are a number of sources of law.

First of all, there are his obligations as an employee of OPmobility, and our complaint discusses the obligations, policies that require that.

THE COURT: All right. Is that --

MR. ZAHEER: Second is --

THE COURT: Are these contractual or common law obligations?

MR. ZAHEER: They are statutory, contractual, and common law, Your Honor.

THE COURT: All -- okay. So let me stop you there.

The statutory provisions are -- this is a French statute?

MR. ZAHEER: No. The statutory provisions that we are invoking in this proceeding are the Defend Trade Secrets Act, a federal act under -- in the United States, and the

Delaware Uniform Trade Secrets Act, Your Honor.

THE COURT: And --

MR. ZAHEER: And remember, we are invoking them against SVP and Marelli because we are claiming that the misappropriation is occurring in Delaware and elsewhere in the --

THE COURT: So --

MR. ZAHEER: -- United States.

THE COURT: So, when Mr. Favre copies his emails, he's violating a Delaware statute?

MR. ZAHEER: So the subject matter of the Delaware and the federal trade secret statutory claims is the misappropriation of that information and how those statutes define "misappropriation."

With respect to Marelli and SVP -- because those are the defendants here -- is that they are using information that is the confidential information of another party in violation of that party's confidentiality rights, when they know that it is subject to those limitations. So the allegation is that they have received, through Mr. Favre, this -- these trade secrets, and that they are currently using that information in the United States and elsewhere to compete against us, to win our customers away from us, to develop strategic plans.

And I will point to what's on the screen there,

Your Honor, because this is -- again, this is a suit against SVP and Marelli. These are the companies that are engaged in the misappropriation that is the subject matter of this suit.

They -- in April, they announced, not only that they were going to appoint Mr. Favre as the CEO of Marelli, but also that they were working with him currently on ongoing restructuring and strategic planning. And so we know -- and this is in the complaint -- that he is, currently, on behalf of Marelli and SVP, meeting with customers. We allege that he is using -- he and defendants are using our trade secrets to try to win those customers over.

We allege that SVP and Marelli are using our trade secrets to conduct strategic planning, to develop their business strategy based on our trade secrets.

And we are also alleging that he is visiting Marelli production facilities, where the trade secrets also may have significant relevance.

And so I think the important thing here, as I mentioned earlier, and one of the reasons why this is an imminent threat to our business, is that we don't know which customers SVP and Marelli are having Mr. Favre meet with. We don't know whether there are other folks at SVP and Marelli who are using our trade secrets. But we know that they are, in this highly competitive industry, attempting to take away these customers from us.

And the customers engage in, they sign five-to-six-year contracts. And so, once a contract is signed using our trade secrets, then that is a contract that can't be undone. And that is the type of irreparable harm that courts recognize support injunctive relief, including preliminary injunctive relief.

Now I want to get to what we're actually talking about here, Your Honor. What we're talking about is a motion to stay based on international comity. And what we heard earlier today from counsel for Marelli and counsel for SVP is that, because there is a French proceeding regarding a non-compete, that would essentially simplify or potentially resolve this case.

And so the central question -- and the cases make this abundantly clear is -- is that case, quote, "the same parties, the same issues, and the same relief as this case"? Is it what the case is call "parallel"?

And so that gets to the question: What is the nature of this case? Is this a non-compete case about Mr. Favre's non-compete obligations, or is this a trade secret case? Is this about the facts and the harms and the potential for irreparable harm that I just mentioned and what I just described? The answer is you just read the first line of the complaint. The nature of the action is this is a trade secret misappropriation case.

And that is -- undisputedly, trade secrets are not an issue before the French Court. SVP and Marelli are not defendants before the French Court. And that court could not, because of its extraordinarily limited jurisdiction, hear the trade secret claims that are asserted in this case. They could not include SVP and Marelli as parties. And so, at the threshold, the law regarding international comity does not apply. It cannot form the basis for a stay because there is not a parallel proceeding. And again, it's not just the first line of the complaint that describes this as a trade secret issue; it is the entirety of the complaint.

And in -- when they -- when the defendants, in their opposition to the motion to withdraw the reference -- which is before Judge Noreika, they also agree that this is a case that is a trade secret case, that it arises under the Defend Trade Secrets Act; that we're seeking a finding that they possess our trade secrets and that violates the employment agreements and it violates the Defend Trade Secrets Act.

And so, again, I want to get to what the law is for the basis that they've presented. If they want to file a *forum non conveniens* motion, Your Honor, then we are very ready to oppose that. And we don't think that -- you know, the -- one of the requirements for *forum non conveniens* is that they have to agree to jurisdiction in the foreign

country. But we believe that the United States is actually the most appropriate jurisdiction for this, including because of the fact that, wherever we filed other than here, we would be arguing about whether it violated the stay.

But if we look at the legal requirements for a stay for international comity, first, you ask are the parties the same. If the parties are not the same, if they're not essentially the same, then you cannot grant the stay. Here, none of the defendants that are here are defendants in the labor case, and they could not be. The Court does not have jurisdiction to over a non-employee. And none of -- and the defendant in the labor case is not a defendant here.

The issues are different. Again, this is a trade secret case. There's only partial overlap of one subpart of one of our claims that overlaps with the other proceeding, and the relief sought is different. And I think this gets to the point of whether it makes sense, makes practical sense, to wait for the French case to play out in September.

The reality is what we're seeking is to protect our trade secrets. We believe that the defendants have already incorporated our trade secrets into some of their business. And what we are seeking, by way of an injunction, is not only to prevent them from further collaboration with Mr. Favre, but also an injunction against continuing to use our trade secrets, the ones that have already been transferred; an

injunction to return and destroy the trade secrets that have been transferred; an injunction to sequester any Marelli or SVP employees who have been privy to those secrets; an injunction against abetting the fiduciary duty breach; and there are also damages claims here.

And that's -- that is relevant to the international comity principles because the law is very clear that you're not just looking at, okay, what does the next few months hold. The strong presumption with respect to international comity is that, even if the cases are parallel -- which they are not here --that the cases should be allowed to proceed in tandem because comity is about respect for another court's final judgment that has *res judicata*. It's not about simplifying or making a case more efficient. It's not about the practical concerns that Mr. Arnault was mentioning. That is not the basis that courts grant stays based on international comity.

And I think it's also extraordinarily important and also dispositive that the French Labor Court is not a court of general jurisdiction. It is a court that can only issue limited provisional remedies that are subject to the review and, ultimately, the final judgment of a French Trial Court. They do not have jurisdiction over SVP and Marelli, the French Labor Court does not. The French Labor Court's rulings are not *res judicata*. And they don't have

jurisdiction over the trade secret claims at issue here.

I think the *res judicata* point is especially dispositive. This is the Anguilla case that the defendants rely on. And that case states that comity requires that the parties and issues in both litigations are the same or sufficiently similar, such that the doctrine of *res judicata* can be asserted. There's no potential for *res judicata* here from the proceeding in France.

And now I want to address, I think, the practical point, right?

THE COURT: So let me --

MR. ZAHEER: Which is --

THE COURT: Let me stop you there just to make sure that we're all --

MR. ZAHEER: Sure.

THE COURT: -- rowing together.

I agree about the formal preclusion point. There are different parties, et cetera, et cetera.

But if the Court in France finds that the anti-compete is unenforceable under French law, you don't think I'd decide from scratch on -- as part of your aiding and abetting claim whether that judge was right or wrong, do you?

MR. ZAHEER: I think that you -- well, as a technical matter, Your Honor, it's not *res judicata*. I think, certainly, Your Honor would be informed by how that

applies. But this is not a contract case, Your Honor. The -- that would not significantly narrow the issues in this case, which is, if it doesn't apply, if the non-compete doesn't apply, if the non-compete is unenforceable, that does not resolve any of the issues in this case because, ultimately, the issue is can SVP and Marelli use our confidential information. And the answer is of course not.

And we're prepared to prove that these are trade secrets, that these are -- that this is information that's subject to the confidentiality obligation that is not before the French Labor Court --

THE COURT: Okay.

MR. ZAHEER: -- and to prove --

THE COURT: I understand.

MR. ZAHEER: -- that -- okay.

And so what could happen in the French case? The first thing that could happen is there's a non-binding ruling that the non-compete doesn't apply. For the reasons I just stated, that doesn't narrow things. And again, it's non-binding.

The second thing is they've argued that the non-compete doesn't apply to SVP. So there is a potential outcome in which there's a non-binding ruling that says that okay, maybe it applies to Marelli, but it doesn't apply to SVP. And then we're literally in the same situation we are

now.

There's also a potential outcome in which the Labor Court, due to its limited jurisdiction, says, you know, I don't have jurisdiction because there is a serious factual or legal dispute. If there's a serious factual or legal dispute, the French Labor Court loses jurisdiction, doesn't have the power to enter any ruling.

And even if we were to win that case, even if we were to get the provisional instruction that we're asking for SVP and Marelli not to collaborate with Favre, that would still leave the questions I mentioned earlier, which is the -- what has happened with our trade secrets thus far? Will they return those trade secrets? Will they sequester the people who have been privy to them? Will they be instructed not to continue using them?

THE COURT: So, Mr. Zaheer --

MR. ZAHEER: Those are --

THE COURT: -- can I ask this --

MR. ZAHEER: -- all issues --

THE COURT: -- question, also, just so I understand a little bit about the stakes of what's in front of me today? So I understand that you contend they're using your trade secrets, and they deny that they're using your trade secrets, and that, as part of a hearing on a motion for a preliminary injunction, I'd need to consider evidence about whether you

are or -- they are or not using your trade secrets. So, presumably, before I get -- we get into this hearing, you're going to want some discovery. Am I understanding that correctly?

MR. ZAHEER: Yes, Your Honor. We would be filing a motion for a preliminary injunction based on the evidence we have now. And we would also be filing a request for expedited discovery, so we can bring the issue to the Court for a decision based on the evidence, including the evidence of what has been done with the trade secrets --

THE COURT: And --

MR. ZAHEER: -- as soon as we possibly could.

THE COURT: So --

MR. ZAHEER: We are not --

THE COURT: -- how much --

MR. ZAHEER: -- trying to --

THE COURT: So --

MR. ZAHEER: -- delay here. It's --

THE COURT: But how much --

MR. ZAHEER: Time is of --

THE COURT: -- discovery are you --

MR. ZAHEER: -- the essence.

THE COURT: How many depositions? There was apparently -- right? The -- debtors' counsel explained that there -- apparently, there was a discussion, apparently, of

six or eight depositions. So just let me understand what we're talking about.

MR. ZAHEER: Yes, I think it's somewhere in that range. There would have to be targeted document discovery to determine what has happened with the trade secrets and what has been done with them within the company and with respect to customers, et cetera. But I think that that number of depositions is roughly what we anticipate being necessary.

I welcome what defense counsel said today, is that nobody is interested in slowing this down once we're in discovery. And we would take discovery, as is actually quite typical in trade secret cases, where we would be seeking to do it on an expedited basis, so that we could bring the issue before the Court as -- you know, as expeditiously as possible, so that we could get a ruling on the issue.

THE COURT: Okay.

MR. ZAHEER: And I think that's really the nub of it, right? We want our day in court. We want the opportunity to do that. And the stay request, which is a procedural request based on, quote/unquote, "efficiency," the stay request seeks to deprive us of that substantive right to seek that relief from the Court.

It -- during the course of a stay, the defendants would, in effect, be allowed to continue the misappropriation that we are alleging. We could suffer irreparable harm in

the form of lost contracts. And all of that would only make this case far more complex because then, instead of the three or four months of misappropriation that we believe has been occurring, we're at seven or eight months of misappropriation. We have more documents, more witnesses, more harms, more damages.

And so we believe that the appropriate thing to do is to not hit pause on this case, not block us from seeking the relief that we desperately, desperately want to seek, but instead, to allow the case to go forward. Whatever happens in France, it may well inform and assist the Court in deciding the case. But there's no reason to stop everything here to, essentially, halt us from being able to proceed with all the claims that are not before the French Court, so that the one subpart of the one piece of the case -- of this case somehow gets potentially simplified, if the Court decides that it's not a complex legal or factual dispute.

THE COURT: And let me understand this. The preliminary injunction that you haven't -- that you, obviously, haven't yet sought, but that you intend to seek, is that going to be limited to trade secrets or are you going to ask me to rule on a preliminary injunction basis in a way that would get ahead of the French Court on the validity of the contract under French law?

MR. ZAHEER: The preliminary injunction would be

based on the trade secrets and on the breach of fiduciary duty and on the interference with the confidentiality provision of the contract. Now it may well also be in reliance on the non-competition, but again, that is a subsidiary and minor piece of this. The core of our case is about the misappropriation of our most sensitive and most valuable information.

THE COURT: Okay. Mr. Arnault or Mr. Brimmage, let me give you the chance to -- well, let me start by asking -- and I'm happy to hear from either or both of you on this. I take it no one is taking the position that being a debtor-in-possession gives you -- I understand you deny that you've misappropriated anyone's trade secrets, and I have no idea one way or the other. So let's assume I'm a total blank slate, and I'll hear the evidence and that will be what it will be -- or I either will or someone -- either I will hear the evidence or someone else will. We'll come back to that.

But I just want to make sure we're all talking about the same first principles. And I haven't heard anyone say, as a matter of federal bankruptcy law, we have greater entitlement to misappropriate someone's trade secrets than we would have if we were proceeding outside of bankruptcy. I take it no one is taking that position. Am I right so far?

MR. ARNAULT: You are correct, Your Honor.

THE COURT: Okay. So that all makes sense to me.

So what Mr. Zaheer is saying, that -- look, that makes a measure of sense is look, we contend that you're misappropriating our trade secrets, we understand you deny that, we think we can prove it, we're entitled to get to a court somewhere where we can get our day in court on that. And that point, as far as it goes, seems hard to argue with. There's a fair question about what's the rational way to do that, and we can have that conversation.

But I'm struggling with the idea that they just have to sit tight and put up with it. Again, I'm not saying they're right, they may be totally wrong. But it seems to me that they're entitled to have a court hear some evidence, figure out whether they're subject to having their trade secrets being misappropriated or not.. And if they are -- right? Grant appropriate relief.

And again, I'm totally open to the idea that that -- that I'm not the right judge for that, and I'm open to their argument that I am. But I'm struggling to see why the answer is no, none of that gets heard at all because of the employment-related -- I understand there is a relationship. But I'm not persuaded that principles of comity put this on hold. I'm open to the idea, as you suggest, that *forum non conveniens* might provide a basis to put it on hold. But that's not in front of me today.

So help me, in light of -- I think I'm being as

transparent as usual, which is I have the worst poker face in the business. But given that that's sort of where my head is, what's -- from your perspective, what's the right thing to do?

MR. ARNAULT: And I guess I'll go first, Your Honor, and then Mr. Brimmage can supplement or complement.

I think that that's -- to answer your question, I think that's why we've tried to be actually really thoughtful and tailored about the stay that we're seeking because you heard Mr. Zaheer say that what happens in France may well inform what happens in this Court.

And he also talked about having his day in court. Well, the good news is, is that they have filed a counterclaim where they're seeking, essentially, injunctive relief, so that they have their day in court.

THE COURT: But --

MR. ARNAULT: And so --

THE COURT: But Mr. Arnault let me stop you there because he makes a pretty persuasive point that what's going on there is an employment-related dispute between him and the employer -- I'm sorry -- between the employer and employee, and relates, sure, to the contract and to violations of the confidentiality obligations, but the -- to the extent there's a misappropriation of trade secrets, that that really is an analytically distinct point. And I guess, if you think

that's wrong, I want to hear why you think it's wrong, but it doesn't seem obviously wrong to me.

MR. ARNAULT: No, and I don't think that that's necessarily wrong, which is why we really tried to focus on this relief aspect of it and trying to say that there is an overlap between the relief in the French Court that they are seeking and the relief that they would be seeking through the motion for a preliminary injunction. That's why we're trying to be very precise there because, again, all of this could be -- at least the motion for a preliminary injunction could be rendered unnecessary, depending on what happens in the French Court.

And I want to put to the side then, if they -- you know, we obviously disagree, but if there are damages claims, that we will -- based on the trade secrets, it will be addressed here --

THE COURT: I see.

MR. ARNAULT: -- or some --

THE COURT: And that --

MR. ARNAULT: -- other court.

THE COURT: That point is really a pragmatic point, which is, if it turns out that hiring him violated the contract, then there's -- then he has to go back whence he came and there will be no further collaboration. That's all fine and good.

But a possibility is it was perfectly legal for you to hire him, but, even if you could, that doesn't mean you could misappropriate their trade secrets, right? That's another possibility.

MR. ARNAULT: I agree.

And just to be clear, Your Honor, Marelli has not hired --

THE COURT: I --

MR. ARNAULT: -- Mr. Favre.

THE COURT: I understand. Okay. No, I think I understand. I confess I don't want to state greater --

MR. ARNAULT: Yeah.

THE COURT: -- understanding. I've seen the various statements about how this has unfolded and that is what it is. And I'm certainly not making --

MR. ARNAULT: Yeah.

THE COURT: -- a finding about that one way or the other.

MR. ARNAULT: Yeah. And so, Your Honor, I think ours is really just -- and I don't want to belabor point. It's really it's more of a practical point of we do think that what the French Court decides will be an important data point. And so just pushing pause now, rather than going down a path that we may not need to go down, makes utmost sense; and that, once we see what happens on September 22nd, then we

can reassess and figure out the path forward.

And I know that, Mr. Zaheer -- we had -- Mr. Zaheer was not on a call where we discussed scheduling, but it was it was a two-to-three-month process in connection with this motion for a permanent injunction, which, again, would take us past the French Court ruling date. And so I think that also informs what we're proposing here.

THE COURT: All right.

MR. BRIMMAGE: Your Honor, Marty --

THE COURT: Go ahead.

MR. BRIMMAGE: Your Honor, Marty Brimmage here with Akin, on behalf of Defendant SVP.

I just want to supplement a few things. I'll call them "quick hits," Your Honor.

Just as a matter of -- I just have to do this as a trial lawyer. Of course, we object to the conclusory statements by plaintiffs that misappropriation of trade secrets actually has occurred by anybody anywhere. And in fact, I'm a little surprised to hear Mr. Zaheer say that.

The petition, the complaint is replete with "upon information and belief." And he's got this thing about emails. No one knows - and I'm confident Mr. Zaheer doesn't know and I'm confident I don't know -- what emails were downloaded. We have no idea what did or didn't happen, so I just -- you know, as a matter of a procedural --

THE COURT: I got it.

MR. BRIMMAGE: -- hearing, I --

THE COURT: What I've got --

MR. BRIMMAGE: -- just have to --

THE COURT: -- are allegations.

MR. BRIMMAGE: object to that.

THE COURT: And I'm not taking any of it --

MR. BRIMMAGE: Right.

THE COURT: -- as more than they allege this and it may or may not be true. And who knows? But here we are.

MR. BRIMMAGE: Thank you.

But the non-compete really drives much of this, if not all of this. If the Court in France grants what the plaintiffs have asked for, suspend all collaboration with Marelli and shareholders and the ad hoc group, then we know exactly what that court thinks about that. If it denies that and says absolutely, I'm not going to suspend all collaboration, what they're doing is totally fine, and if the Court denies their breach of confidentiality obligations under the employment contracts, that, I think, informs where we go forward in this case.

I'm not sure it's dispositive. I don't know because I don't know exactly what the French Court will rule or how it will rule. But I do think it will inform what happens in this preliminary injunction, which, by the way, we

were told two to three months. So, when I tell the Court that there's no harm here, I had a reason for telling the Court that. I didn't realize we were going to jump to two to three weeks. I don't know how that happened, but we are where we are.

So I'd still continue, Your Honor, there is absolutely no harm in all of the parties and this Court finding out what the French proceeding results in, and then circling back the first week in October, and to see where we are. Maybe we're done; maybe we're wide open and everything is fair game. I don't really know.

But why spend the time, money, and effort -- or, Your Honor, some of us are not good at walking and chewing gum at the same time. Why do that and the expense of the gum and the expense of the wear and tear on the soles of our shoes if we might get some illumination on all this in just a couple of months?

So, with that, Your Honor, I get your questions and I'm happy to answer any more, and I get your points. But we would just respectfully request that you, either stay the ruling on the commission motion today, grant the stay motion temporarily until the first week of October, let the ruling come out, let's revisit this. And then I think we can have a very orderly plan about where to go.

THE COURT: Okay. So let me ask this. Mr. Zaheer,

do you dispute that the expectation is we get a ruling from the Court in France in late September?

MR. ZAHEER: Yes.

THE COURT: Okay. Tell me what you think --

MR. ZAHEER: And when I --

THE COURT: -- is going to happen.

MR. ZAHEER: When I say that, I mean -- what I mean is that, sure, we will get a ruling or it's -- that's the current expectation. But the ruling could be I don't have jurisdiction.

THE COURT: I understand that. Okay. Okay. But we'll know more -- you expect we'll know more then than we do today.

MR. ZAHEER: Yes.

THE COURT: All right. So, look, let me -- this is -- I'm not going to give you a ruling quite yet. I'm going to share some thoughts and then let all of you be heard in light of my thoughts.

I am disinclined to stay the case in its entirety now; and so I'm, therefore, inclined to grant the motion seeking the commission and so forth. That's -- and that's all that's literally in front of me today.

But I actually want to try to be helpful and pragmatic because saying it doesn't all come to a screeching halt doesn't tell us, well, then how does it proceed. And I

want to be sort of thoughtful about what happens on a go forward basis.

And my instinct -- well, let me understand this further, Mr. Zaheer. And I understand, look, you're on a team and there are more than one, you know, lawyers involved, and that's sort of just the nature of life. So I understand that this sort of thing happens and I'm not holding anyone to it. But it appears that the defendants got onto this call with the understanding that what you were looking forward to hearing in two to three months, and you're now telling me two to three weeks. So help me with what's -- with what -- really what is a plausible way to proceed, in light of the fact that you do need some measure of discovery.

MR. ZAHEER: I'm happy to, Your Honor. Let me outline -- first of all, we're talking about two different things there.

THE COURT: Okay.

MR. ZAHEER: So just to say it up front, the two to three weeks from now, if the commissioner motion were granted today, is to get our preliminary injunction motion on file with the Court.

Typically, the way that these types of motions work in trade secret cases is that the plaintiff files the preliminary injunction motion, sets forth the basis, based on the information and evidence that the plaintiff has at that

point, so that the issue is essentially presented to the Court. And then there is typically expedited discovery, where both sides get to take discovery of the issues relevant to the preliminary injunction motion. And then the defendant will file an opposition brief that sets forth the evidence that they've accumulated that they say should -- you know, should dictate that the motion be denied. And then there may be a reply and a surreply, depending on how the Court prefers to do it.

But the whole point is the motion essentially opens the forum for litigation and opens the -- sets the scope of what the discovery --

THE COURT: All right.

MR. ZAHEER: -- should be.

THE COURT: So what you're talking about doing is filing the motion in two to three weeks, but you're not expecting --

MR. ZAHEER: Right.

THE COURT: -- a hearing. You would expect some period of weeks to pass between then and the time that it gets to the Court for a hearing.

MR. ZAHEER: Sure. And so that's the two to three months. The two to three months would be from the point of filing the motion, we expect -- you know, we want to move as quickly as we can. We would expect expedited discovery over

approximately two months and then briefing and then a hearing, you know, based on the Court's availability at that point.

THE COURT: Okay. So, look, here's what I propose to do. If it's going to take you two to three weeks to even file the motion because of whatever the procedure is, I'm not inclined to stop you from doing that.

So I'm going to grant the motion that you've got in front of me today and I'm going to deny the defendants' motion that's in front of me today. But all of that, I'm inclined to think is without prejudice to the question of okay, then what.

So what -- just thinking out loud, it seems to me that, in around the same time frame as you're filing the motion for a preliminary injunction, if the defendants think that this is the wrong forum and want dismissal of the case on the grounds of *forum non conveniens*, they could get that on file pretty quickly. And candidly, I would incline to try to set that on a pretty expedited basis, assuming -- and again, they -- there's reference to such a motion, but there's no promise that there is one.

And I'll -- let me say this. What we're not going to do -- they're -- I believe that the plaintiff here is entitled to an adjudication of these issues in some forum. I'm open to the idea that I'm not the right forum. But what

we're not going to have is a motion for *forum non conveniens* that's granted and then have you say but the automatic stay precludes the lawsuit from going forward. So there's not -- we're not going to be playing games with this.

So, if you want to say this is the wrong forum, there are pretty reasoned arguments for that, and you're entitled -- I'll give you a totally open mind and fair hearing on that. But if the judgment is no, this case should go forward somewhere else, then it's got to be that it's going to go forward somewhere else.

I'm inclined to think we should -- I'm prepared to do that, you know, as quickly as the parties can brief it, and then we'll decide okay, you know, to set an appropriate schedule for the motion for a preliminary injunction, in light of whether we're going forward in front of me or not. So that's more ruminating than it is, you know, very clear guidance. But I think it's -- I hope it's helpful.

I guess what I would propose is -- let me, before I carve what I just said in stone, let me give you all a chance to react to that. Is that -- I understand that operationalizing those points in a scheduling order would -- is -- would require work. But before we -- I ask you to do that, let me ask does that way of thinking about it -- I understand you disagree with my -- that the defendants disagree with my ruling on today's motions, but I think I've

made up my mind there. And in light of that, I'm interested in your reactions to what I suggest comes next.

MR. ZAHEER: I'll go first, Your Honor.

That -- I think that makes a lot of sense. I think the only thing that we're seeking is -- as I think you appreciate, is that no motion ends up delaying the progress of our preliminary injunction motion. So we think that it makes sense for the parties to walk and chew gum at the same time.

We appreciate that if they want to litigate *forum non conveniens*, if they want to litigate a motion to dismiss, they're entitled to do that. We're not seeking to prevent them from doing that. But in parallel, we would like to proceed with seeking the relief that we so anxiously want to seek from the Court.

THE COURT: Okay. Mr. Arnault or Mr. Brimmage?

MR. ARNAULT: Yeah. So just so -- and Your Honor, I'm sorry. Just so I understand, so motion for the commissioner granted; motion to stay denied. They can file their motion for a preliminary injunction in the two-to-three-week time period. We can decide whether or not to proceed with the *forum non conveniens*, and so kind of tee that up and brief it.

And then are you contemplating that it will then proceed in parallel with a motion for a preliminary

injunction litigation, while we also litigate the *forum non conveniens*?

THE COURT: So what I'm throwing out is the possibility that --

MR. ARNAULT: Uh-huh.

THE COURT: -- if you're really serious that this is the wrong forum -- and I'm totally open to hearing that idea -- that I would try to decide that quickly before too much work is done in front of me, which isn't to say that it's going to come to a screeching halt. But I would commit to work hard and get you a decision promptly on a *non conveniens* motion if you could -- if you thought that it made more -- if you mean it and want this to happen somewhere else.

And -- because you've made fair points. And the motion is not in front of me, but I read your reply. You make fair points. These actions didn't take place in Wilmington and -- or mostly in the United States. I understand there's an argument that the largest market -- and so I'm not prejudging that motion. But what you've said on its face certainly was plausible and suggests a path in which this litigation would all take place somewhere else.

I'm not stopping it in the meantime. But I'm prepared to address -- if you want, to address that on an expedited basis. And if the answer is it all gets thrown out

in front of me and it all happens somewhere else, then best of luck to everyone. And if the answer is no, it goes forward in front of me, then we just keep going.

And again, I'm not telling you that's how to do it. This is a motion you can file or not file. But I just -- to the extent what you want is the chance to put the brakes on it in front of me quickly, before you burn a lot of expense, you make fair arguments, I understand that. I am sensitive to the cost. I'm not sure it's going to be a lot cheaper somewhere else, but whatever, that's your choice. But I want to, you know, be responsive to your ask that I consider your point about this being the wrong court and, therefore, the money spent litigating here being wasted. Is that -- am I making any sense?

MR. ARNAULT: No, that makes sense to me, Your Honor. I think that's a practical way to approach it. Obviously, we'll need to caucus on our end about next steps, and we'll need to confer, but I think that makes sense from my perspective.

THE COURT: All right.

MR. ARNAULT: I don't know if --

THE COURT: So --

MR. ARNAULT: -- Mr. Brimmage had similar thoughts.

THE COURT: What I'm inclined to do then is to deny the motions that are now -- I'm sorry, to grant the motion

for commission, to deny the motion for a stay -- hat's without prejudice to whatever other motions you might file -- and then, I think, otherwise, say nothing until you all have a chance to talk to your own clients and to each other.

And if it makes sense to hop on a status conference to talk about scheduling, I'm happy to do that. If you can work it out and present a schedule, that's also fine with me. Does that make sense?

MR. ARNAULT: Yes, Your Honor.

MR. BRIMMAGE: Yes, Your Honor.

THE COURT: Okay.

MR. BRIMMAGE: Marty Brimmage here on behalf of SVP.

I think that makes practical sense moving forward, Your Honor. And when you say talk to each other about a schedule, come to an agreement on when our responsive deadline might be or any other filing might be. Is that what I understand --

THE COURT: Exactly.

MR. BRIMMAGE: -- you're saying?

THE COURT: If you can, right. And again, if you can't, I'm happy to resolve a dispute. But you know, the ordinary practice would be, before you come to me and say we've got a dispute about the calendar, that you have a conversation and see whether you've got a dispute about the

calendar.

MR. BRIMMAGE: Let us take a shot at that. I have a strong feeling we'll be able to work those issues out.

THE COURT: That would be great. But again, I'm happy to actually do my job and resolve disputes when called upon to do that.

MR. BRIMMAGE: Okay.

THE COURT: Mr. Zaheer, anything further from your perspective?

MR. ZAHEER: No, Your Honor. We appreciate the Court's guidance and we're happy to talk to the other parties and see if we can come up with an agreement regarding schedule.

THE COURT: Okay. So I think what's in front of me is sufficiently straightforward.

The form of order -- I understand that you disagree with my decision on this. But with respect to the motion that's before me that seeks what's called the "commissioner motion," is there any issue with the form of order attached to the motion or should we go ahead and enter that?

MR. ARNAULT: I --

THE COURT: It sounds like there's --

MR. ARNAULT: Yeah. Would it be okay, Your Honor, just to go back and we can let Mr. Zaheer know? I just --

THE COURT: All right.

MR. ARNAULT: I want to go --

THE COURT: Why don't I --

MR. ARNAULT: -- back and --

MR. ARNAULT: -- ask the parties to meet and confer about the form of order and see if that can be submitted under certification. If there's a dispute, you should reach out and I'm happy to resolve it, but you're entitled to talk about the verbiage, if there's some issue that has otherwise escaped me.

And the same would be true, if you could submit under certification an order denying the stay motion, assuming you can work out the words. That should be pretty straightforward.

Anything else I can do to be helpful while we're here now this afternoon?

MR. ARNAULT: No, Your Honor. Thank you very much for your time.

THE COURT: Okay. Thanks --

MR. BRIMMAGE: Your Honor, thank you for your time.

THE COURT: Thanks to all the parties.

MR. ZAHEER: Thank you, Your Honor.

THE COURT: This was very well presented and I really appreciate that and look forward to seeing you all again before long.

And with -- until then, we're adjourned. Thank

you.

(Proceedings concluded at 12:20 p.m.)

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CERTIFICATION

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter to the best of my knowledge and ability.



July 21, 2026

Coleen Rand, AAERT Cert. No. 341

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