Docket #0070 Date Filed: 8/25/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

PLAINTIFFS OPMOBILITY'S MOTION FOR A PRELIMINARY INJUNCTION

[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.

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Plaintiffs OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding (together, "OPmobility" or "Plaintiffs") move for a preliminary injunction against Defendants Marelli Holdings Co., Ltd., Marelli Corporation, Marelli North America, Inc., Marelli Holding USA LLC, Marelli Tennessee USA LLC, Marelli Automotive Lighting USA LLC (together, "Marelli"), and Strategic Value Partners, LLC ("SVP", and collectively with Marelli, the "Defendants").

NATURE AND STAGE OF THE PROCEEDINGS

On June 11, 2025, Marelli Automotive Lighting USA LLC and related entities commenced voluntary cases under Chapter 11 of the Bankruptcy Code. Defendant SVP is the leader of Marelli's largest creditor group (the "Ad Hoc Group"). On August 3, 2026, Marelli filed the Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the "Plan"). As detailed in the Plan, restructuring support agreement, and other filings, SVP and the Ad Hoc Group will likely assume equity ownership of Marelli and control of its operations on the Plan's effective date.

On June 16, 2026, OPmobility filed this Adversary Proceeding following Marelli's public announcement of its intent to hire OPmobility's former CEO, Laurent Favre, as Marelli's CEO, and SVP's simultaneous announcement of its retention of Favre to advise on Marelli's transition and strategic planning. On August 21, 2026, OPmobility filed an Amended Complaint. *See* Adv. D.I. 68. In addition to damages, OPmobility seeks a preliminary and permanent injunction (a) against Defendants' hiring of Favre; (b) imposing protections against the misuse of OPmobility trade secrets in his possession, including those he exfiltrated in his last days of employment; and (c) an unwinding of any confidential information Favre provided to Defendants, including prophylactic protections against additional misuse of OPmobility's confidential information, and

the identification and destruction of such information in Defendants' possession. *Id.*

OPmobility's claims are for (a) actual and threatened misappropriation of its trade secrets under the federal Defend Trade Secrets Act (the "DTSA"), 18 U.S.C. § 1836 *et seq*. (which expressly authorizes claims based on misappropriation and redress of harm incurred outside the United States); (b) parallel violations of the Delaware Uniform Trade Secrets Act (the "DUTSA"), 6 Del. C. § 2001 *et seq.*; (c) tortious interference with contract, specifically Favre's non-competition and confidentiality agreements with OPmobility, and (d) aiding and abetting Favre's breach of his fiduciary duty of loyalty to OPmobility. *Id.*

SUMMARY OF THE ARGUMENT

1. OPmobility moves the Court for a preliminary injunction, which is necessary to prevent imminent and grave harm arising from the threatened and actual misappropriation of its trade secrets by the Defendants in connection with SVP's retention of Favre to advise on Marelli's strategy, and his imminent appointment as Marelli's CEO. For nearly six years, Favre directed OPmobility's competitive road map and he remains in possession of OPmobility's most competitively valuable trade secrets, including its plans for how to compete head-to-head with Marelli: what contracts to pursue, how aggressively it can (or cannot) price them, its product development plans, which geographic markets to emphasize, and which companies to acquire as part of its growth strategies. That competitive information is the quintessence of what trade secret law is designed to protect. A preliminary injunction is required because once that information is deployed against OPmobility, the resulting harm cannot readily be undone.

2. Favre is no innocent party. In his final few days at OPmobility, he sent sensitive corporate strategy documents to his personal email address, including documents about OPmobility's past financial performance, forward-looking projections, and plans for the upcoming

five years, along with analyses of the strengths and weaknesses of OPmobility's business units. OPmobility has identified at least some of what he sent to his personal email, but he clearly sought to take more. During his exit period, Favre asked ChatGPT how to copy his entire email repository over to his personal email, and the full extent of what he successfully moved over, including in hard copy, remains unknown. The threat to OPmobility here is particularly grave because of Favre's unlawful actions and his retention of confidences that could be used against OPmobility.

3. Favre has already been retained by SVP; as SVP's agent with respect to Marelli, Favre's actions are the actions of SVP. SVP claims that Favre is acting only as its consultant, but OPmobility has been informed that Favre has begun meeting with OPmobility's customers and banking contacts and telling them that he is doing so on behalf of Marelli. On information and belief, he has been working hand-in-glove with SVP to direct Marelli's strategy and operations, telling it where to focus resources, what business it can win from OPmobility, and how Favre is now poised to take over Marelli's entire operation once this bankruptcy has concluded.

4. A CEO taking corporate secrets and immediately beginning work for a direct competitor is exceptional. But the law provides a clear remedy. Because OPmobility took the necessary measures to protect itself, including global policies and practices to guard its competitively sensitive confidences, that information falls under the protection of both state and federal trade secret law. The company further protected itself by negotiating with Favre for specific additional restrictions that he expressly acknowledged were necessary in light of the unique breadth and depth of access he enjoyed as CEO. *See* Ex. 1, Declaration of Sandrine Ledru ("Ledru Decl.") at Ex. D ("*FAVRE has access to highly confidential and strategic technical, commercial, industrial, and financial data pertaining to all of the [OPmobility's] activities and business*

lines.").[2] In his Employment Contract, he agreed to a strict obligation to maintain the confidentiality of OPmobility's information (the "Confidentiality Provision"). *Id.* The provision protects not just confidential information in documents—such as the ones he took from OPmobility—but all information he received, including that retained in his memory. *Id.* He also agreed to a two-year non-competition obligation (the "Non-Competition Provision") barring work for a competitor within certain geographic regions. *Id.*

5. SVP and Marelli are well aware of Favre's obligations, and of OPmobility's intent to enforce them. OPmobility repeatedly informed Defendants, both in writing and verbally, that hiring Favre would violate his Employment Contract and that it intended to protect its rights. Nonetheless, in April, Defendants announced that Favre would be hired as Marelli's CEO after an interim period, and that he was already working with SVP on Marelli's strategic planning.

6. To protect its rights, OPmobility filed this action, and now seeks a preliminary injunction barring any further misappropriation or breaches, and:

- Barring Marelli from hiring Favre as its CEO, and both Defendants from hiring Favre to any position where he could use OPmobility's trade secrets to harm his former employer, through November 6, 2027, the duration of the Non-Competition Provision;
- Requiring restrictions on Favre's work for Defendants to prevent him from using OPmobility's trade secrets and confidential information, including as appropriate barring him from work relating to customers, deals or other categories of business operations for which he remains in possession of OPmobility's strategies;
- Prohibiting Defendants from receiving OPmobility's trade secrets, and requiring them to undertake steps to identify, destroy and sequester what they have already received, including any plans, documents or other information derived therefrom; and sequestration of any persons who have received such information, directly or indirectly, from any business decision making in which such information might be used;
- Any other steps appropriate to prevent additional violations or ongoing harm.

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

7. The parties have agreed to expedited discovery through October 19, 2026, after which OPmobility will supplement this motion with evidence and expert analysis, along with a more specifically tailored proposed preliminary injunction reflecting facts developed in discovery.

8. The four-part balancing test for the issuance of a preliminary injunction clearly weighs in favor of granting OPmobility's motion. First, OPmobility is reasonably likely to prevail on the merits. Its confidential information (*see* Adv. D.I. 69) is plainly entitled to trade secret protection, both due to its highly competitive value and the reasonable efforts OPmobility took to protect it—including through measures like data security, physical security, employee confidentiality policies, and a system for classifying internal documents. OPmobility is also likely to prevail on its tortious interference claim, which is based on the Defendants' decision to proceed with their hiring of Favre after seeking but failing to secure a release from his binding contractual obligations, and its claim for aiding and abetting breach of fiduciary duty, which independently prohibits the Defendants from inducing Favre's disloyal misconduct.

9. Second, a preliminary injunction is required to prevent irreparable harm to OPmobility. In the cutthroat automobile industry, contracts are typically awarded on a five- to six-year cycle. If OPmobility loses that business to Marelli, it will be unable to compete for that work again for the duration of those agreements, will lose market share and other advantages, and will suffer harm lasting well beyond their term. Monetary compensation is an inadequate remedy—once Favre acts on OPmobility's trade secrets and sets Marelli on a strategic pathway guided by that information, or otherwise disseminates the information within Marelli, returning to the *status quo ante* will be impossible. Interim injunctive relief is not just warranted—it is the only way for OPmobility's trade secrets and its rights to be given meaningful protection.

10. Third, granting the injunction will not cause greater harm to the Defendants. Favre

is certainly not the only executive qualified to run Marelli—the company is being run on an interim basis by a highly credentialed CEO with a long resume of relevant experience, and there are others like him. The unique value of Favre is *only* his knowledge of OPmobility's confidential information, which Defendants are prohibited from accessing.

11. Finally, the public interest favors the requested injunction. The rule of law mandates that companies like OPmobility, who take appropriate steps to protect their trade secrets—up to and including paying their former executives following their departure from the company for their continued protection of the company's interests—are entitled to the benefit of their lawful bargains. Without such orders, competitors would be free to poach insiders without any up-front remedy, subject only to potential damages later. The law does not require such passivity of either courts or companies like OPmobility who seek their protection.

STATEMENT OF THE FACTS

I. OPmobility and the Cutthroat Automotive Supply Business.

OPmobility is a global Tier 1 automotive supplier and worldwide leader in the manufacture and sale of automotive components, including automotive lighting systems, bumpers, and body panels. *See* Ex. 2, Declaration of Christophe Marceau ("Marceau Decl.") ¶ 7. In the highly competitive automotive lighting segment, Tier 1 suppliers typically compete for five-to-six-year contracts, and the bidding process is not synchronized across vehicle manufacturers, known as original equipment manufacturers ("OEMs"), or the various vehicles that the same OEM produces. *Id.* ¶¶ 13–14. As a result, Tier 1 suppliers are constantly formulating and submitting new bids as bidding cycles open, and any loss of a bid is significant because a Tier 1 supplier not selected to manufacture the component has no opportunity to re-bid for the relevant contract for another five or six years. *Id.* ¶ 14. Thus, any access to, or use of, OPmobility's trade secrets by a competitor

would cause immediate and long-lasting harm to its business opportunities. *Id.* ¶¶ 15–16.

II. Favre Led the Company Expansion to the Automotive Lighting Industry While Privy to the Company's Most Confidential Information.

Favre joined OPmobility as Chief Executive Officer on January 1, 2020. *Id.* ¶ 33. Between January 1, 2020, when Favre joined OPmobility as CEO and his departure from the company on November 6, 2025, Favre sat atop OPmobility's entire worldwide operation, serving as CEO of the global parent, and holding at least a dozen additional senior executive positions within various OPmobility entities. *Id.* ¶ 34. As CEO, Favre was not just privy to OPmobility's strategic plans—he was a decision-maker for all of them. *Id.* Favre oversaw OPmobility's operations, its competitive strategies, its market positioning, its customer relationships, its investments and acquisitions, its expansion plans, and its deployment of capital. *Id.* As the chief executive in charge of OPmobility's strategy, Favre also received numerous documents reflecting its highly confidential trade secrets—including documents reflecting the corporate strategy, customer, M&A, and pricing information discussed above and detailed OPmobility's trade secret disclosure. *See generally* Adv. D.I. 69; Ex. 2, Marceau Decl; Ex. 3, Declaration of Guillaume Leullier ("Leullier Decl."). Favre was provided with, exposed to, and made critical decisions regarding OPmobility's most sensitive and valuable trade secrets and strategy. This information is also reflected in numerous confidential documents containing, but not coextensive with, OPmobility's trade secrets that Favre received, reviewed, presented on, and created during his employment. He also presided over and attended company meetings where he and other senior executives evaluated OPmobility's most sensitive information for their strategic decision-making.

Notably, Favre engineered and steered OPmobility's expansion into automotive lighting and the development of its innovative and market-disrupting lighting products, which it integrates into its exterior parts business to provide customers with multi-dimensional products with

exceptional value. Ex. 2, Marceau Decl. ¶ 35. For example, in 2024 OPmobility, with Rivian Automotive, developed and supplied the first Adaptive Driving Beam headlamp system ever to receive approval for in the U.S. *Id.* In 2023, OPmobility developed its innovative Modular Projector Platform which deploys matrix LED technology across vehicle lines without incurring custom engineering costs previously associated with such systems, offering a complete, vertically integrated lighting solution. *Id.* Similarly, under his tenure, One4You became one of OPmobility's most crucial cross-product integrations, with a proprietary platform consisting of a modular, all-in-one exterior solution integrating bumpers, body panels, and lighting in a single offering. *Id.*

Favre was not only subject to OPmobility's generally-applicable measures to protect its trade secrets, but also to heightened restrictions in recognition of his unique access to OPmobility's most sensitive competitive information. *See generally* Ex. 1, Ledru Decl. Specifically, due to the vast array of highly confidential and sensitive information that he would have access to (and in large part, direction over), Favre's Employment Contract contained two key provisions: *Id.* Ex. D. First, the Confidentiality Provision requires Favre "*to maintain the strictest discretion and absolute confidentiality regarding all data, information, and documents obtained in the course of his duties or by virtue of his affiliation with*" OPmobility. *Id.* Second, the Non-Competition Provision, in recognition of the fact that Favre "*ha[d] access to highly confidential and strategic technical, commercial, industrial, and financial data pertaining to all of [OPmobility's] activities and business lines*" requires him "*not to join a company that manufactures or sells products and/or services that may compete*" with OPmobility for a period of two years. *Id.* Favre's employment with OPmobility ended on November 6, 2025, but the Confidentiality Provision and Non-Competition Provision remain in effect. *Id.*

III. OPmobility's Direct Competitor Marelli and Marelli's Future Majority Owner SVP Recruit Favre.

Marelli is a direct competitor to OPmobility in the cutthroat market for exterior automotive lighting and related systems. Ex. 2, Marceau Decl. ¶ 12. SVP leads the Ad Hoc Group slated to take over Marelli after it emerges from bankruptcy. In February 2026, less than four months after Favre left OPmobility, Grégoire Paepegaey, a Managing Director at SVP, contacted OPmobility and indicated that SVP was considering hiring Favre as CEO of Marelli. Adv. D.I. 68 ¶¶ 107–108. OPmobility informed Paepegaey of Favre's Non-Competition Provision, that OPmobility intended to enforce it, and that OPmobility would not permit any Marelli-affiliated entity to hire Favre. *Id.* ¶ 109–110. OPmobility followed up with an email reiterating that Favre is bound by a non-compete clause, for which he is compensated, and which prohibits him from joining or working for certain OPmobility competitors. *Id.* ¶ 111. During the following weeks, OPmobility, SVP, Marelli, and Favre exchanged correspondence regarding Favre's hiring. *Id.* ¶¶ 113–118. OPmobility repeatedly objected, given the danger to OPmobility's trade secrets and the Non-Competition Provision and the Confidentiality Provision in Favre's Employment Contract. *Id.*

Nonetheless, on April 13, 2026, Marelli issued a press release announcing the appointment of an interim CEO and touting Favre as future CEO of Marelli. *Id.* ¶ 119. That same day, the Ad Hoc Group issued a separate press release titled: "Ad Hoc Group of Marelli Lenders Announces Plan to Appoint Laurent Favre as Future Company CEO," stating in pertinent part, that the Ad Hoc Group intended to appoint Favre as Marelli's future CEO and that he would "work closely with the Ad Hoc Group to support Marelli's ongoing restructuring and strategic planning[.]" *Id.* ¶ 120. Following the press releases, OPmobility, SVP, and Marelli exchanged further letters, with OPmobility repeatedly notifying the Defendants that Favre's role with the Defendants not only threatened its trade secrets but also violated its contractual rights. *Id.* ¶¶ 125–128.

Moreover, OPmobility recently discovered additional evidence of the detrimental

misappropriation, retention, and use of its trade secrets by Defendants and Favre. First, Favre has apparently already met with current or potential customers of Marelli and OPmobility, engaging with shareholders, and visiting Marelli plants and in so doing, he is believed to be drawing on OPmobility's trade secrets. Ex. 2, Marceau Decl. ¶ 39. Second, OPmobility uncovered direct evidence that Favre forwarded confidential, sensitive trade secrets to himself beginning on or around October 28, 2025—when he knew his employment with OPmobility would not continue. Ex. 1, Ledru Decl. ¶¶ 39–51. Over the following next week, Favre forwarded documents reflecting OPmobility company information regarding its past financial performance, the company's forward projections for up to five years, and its planned budget for those years, analysis of the performance of OPmobility's business units, and materials from OPmobility board meetings from his OPmobility email account to his personal Gmail account. *Id.* On or about November 2, 2025, he sent himself the contact information for nearly 1,000 contacts, including professional contacts from companies like Stellantis, Renault, Jaguar, Land Rover, BMW, Bosch, Schneider Electric, AVL, ElringKlinger, and others. *Id.* ¶ 50. OPmobility's investigation is ongoing, but Favre may have wanted, or exfiltrated, even more. ChatGPT prompts retrieved from Favre's company device show that on or about November 3, 2025, he asked the French equivalent of, "How to copy your mailbox to another" and on or about November 4, 2025, he asked "Can you copy your Outlook email to Google mail". *Id.* ¶ 51. Notably, OPmobility uses Outlook for company emails. *Id.*

IV. OPmobility's Relevant Trade Secrets

Attached to OPmobility's Amended Complaint is a detailed disclosure describing OPmobility's trade secrets at issue here. Adv. D.I. 69. The disclosure does not include all of OPmobility's trade secrets, or even all of those known to Favre—it would be impossible to list every confidence he accumulated over his tenure. OPmobility has focused on a discrete list of trade

secrets most threatened by SVP and Marelli's hiring of Favre. OPmobility's disclosed trade secrets are generally tied to: (1) key documents created through the company's competitive strategic development process and discussed internally by its senior leadership, and (2) other strategy and business intelligence documents copied by Favre to his personal email account as he prepared to exit the company. These trade secrets generally fall into the following categories:

1. ***Corporate Strategy***. These embody OPmobility's corporate strategies, including its assessment of and plans for market segments, customers, geographies, production capacity and capital investments, costs, pricing and other internal operations across OPmobility as a whole and for the Exterior & Lighting business unit of most significance in this dispute. OPmobility's strategy includes both shorter term plans but also a five-year strategy, reflected in documents setting out the company's 2026-2030 business plan. OPmobility conducts monthly performance reviews for each business group, including the Exterior & Lighting group responsible for its lighting business, which culminate in monthly reports synthesizing information about nearly all aspects of OPmobility's lighting business, including financial forecasts and data, internal assessments of the business line, and potential strategy updates. Ex. 2, Marceau Decl. ¶ 22. Those roll up into global business review at bi-monthly executive board meetings, and a comprehensive worldwide annual planning process for the entire OPmobility group. *Id.* ¶¶ 19–22; 36. This information is highly sensitive and valuable to a competitor like Marelli. Included are frank assessments about the performance of OPmobility's business units, OPmobility's competitive standing, its plans for customers, products, and the countries where it does business, and information about its costs and planned pricing. *Id.* ¶¶ 19–22; 36; Ex. 3, Leullier Decl. ¶¶ 18–19; 27.

2. ***Customer Information***. OPmobility compiles information about the OEMs to which it sells its automotive lighting components and continually evaluates its strategy as to each

OEM. Ex. 2, Marceau Decl. ¶ 24. As part of that process, OPmobility undertakes an ongoing review of each lighting customer OEM to assess potential opportunities and changes in OPmobility's approach with each. *Id.* The process culminates in detailed reports provided to senior management that reflect, among other things, OPmobility's current business with that OEM, its assessment of the OEM's business, and particular strategies for that OEM based on both public sources and OPmobility's internal proprietary information. *Id.* ¶¶ 24–25.

3. ***Merger, Acquisition, and Joint Venture Information***. OPmobility maintains significant internal data about its merger and acquisition strategy, including its assessment of its business lines, markets, and competitors; analyses of potential targets; plans for potential mergers, acquisitions, and joint ventures; term sheets for proposed deals; due diligence, research, and analysis; management presentations, and contract negotiations. Ex. 3, Leullier Decl. ¶ 20.

4. ***Pricing Strategy and Structure***. OPmobility compiles data aimed at ensuring it secures and maintains a competitive pricing position, including OPmobility's pricing algorithms, cost-plus formulas, discount matrices, margin-target structures, bid strategies, and commercial-terms templates used in its proposal and quotation systems for U.S. OEM lighting programs, and bids submitted to OEMs. *See generally* Ex. 2, Marceau Decl.; Adv. D.I. 69.

LEGAL STANDARD

To grant a preliminary injunction, the Court balances four factors: (1) reasonable probability of success; (2) irreparable harm to the movant if the injunction is not granted; (3) possibility of harm to other interested persons from the grant or denial of the injunction; and (4) the public interest. *Reilly v. City of Harrisburg*, 858 F.3d 173, 176 (3d Cir. 2017). Probability of success and irreparable harm are the "most critical" factors, but the Court must consider whether all, "taken together, balance in favor of granting the requested preliminary relief." *Id.* at 179.

It is well established that preliminary injunctions are proper under the DTSA and DUTSA to prevent the actual or threatened misappropriation of trade secrets, to prevent disclosure of the information, and to prevent unfair competition. *See* 18 U.S.C. § 1836(b)(3)(A)(i); 6 Del. C. § 2002(a); *Miles Inc. v. Cookson Am., Inc.*, No. 12,310, 1994 WL 676761, at *20 (Del. Ch. Nov. 15, 1994) ("'The purpose of an injunction in a trade secrets case is to protect the secrecy of the misappropriated information, eliminate the unfair advantage obtained by the wrongdoer, and reinforce the public policy of commercial morality.'") (citation omitted). While the DTSA does not authorize an injunction completely barring the hiring of an employee, it expressly allows employment injunctions tailoring the scope and terms of employment, provided they are not based solely on what an employee knows, but rather, like here, on evidence of intent to use confidences or that misappropriation is actually occurring.

Likewise, preliminary injunctions are appropriate for OPmobility's state common law claims *See*, *e.g.*, *Hough Assocs., Inc. v. Hill*, No. CIV.A. 2385-N, 2007 WL 148751 at *2, *19 (Del. Ch. Jan. 17, 2007) (noting the "reality that covenants not to compete often give rise to expedited suits for injunctive relief against not only the employees they bind but also non-signatory third parties alleged to have tortiously interfered with those contractual relationships" and enjoining former employee from "continuing to work with [competitor] or any other firm providing services similar [to plaintiff]"); *Bancroft Life & Cas. ICC, Ltd. v. Intercontinental Mgmt. Ltd.*, 456 F. App'x 184, 189 (3d Cir. 2012); *Ride the Ducks of Phila., LLC v. Duck Boat Tours, Inc.*, 138 F. App'x 431 (3d Cir. 2005); *In re Del Monte Foods Co.*, 25 A.3d 813, 837, 845 (Del. Ch. 2011).

ARGUMENT

I. OPmobility Has Demonstrated a Reasonable Probability of Success on the Merits

A plaintiff seeking a preliminary injunction must establish a reasonable probability of success on the merits. *See Reilly*, 858 F.3d at 176. The likelihood must be "significantly better than negligible," *id.* at 179, but the required "'likelihood' does not mean more likely than not." *Singer Mgmt. Consultants, Inc. v. Milgram*, 650 F.3d 223, 229 (3d Cir. 2011) (citation omitted). A preliminary injunction can be granted if the plaintiff has "a reasonable chance of winning"; the court is "not required to find that a preponderance of evidence established the merits" of the claims. *Par Pharm., Inc. v. QuVa Pharma, Inc.*, 764 F. App'x 273, 277-78 (3d Cir. 2019).

II. OPmobility Will Prevail on Its Trade Secret Claims

To establish trade secret misappropriation under both DTSA and DUTSA,[3] a plaintiff must show (1) the existence of a trade secret, and (2) misappropriation of that trade secret. *See I-Mab Biopharma*, 2024 WL 5335719 at *2; *see also Par Pharm.,* 764 F. App'x at 278. In the Third Circuit, a trade secret is "defined broadly as information with independent economic value that the owner has taken reasonable measures to keep secret." *Par Pharm.,* 764 F. App'x at 278; *see also* 18 U.S.C. § 1839(3); 6 Del. C. § 2001(4).[4] That economic value must be based on the secrecy of the information, that is "derive[d] … from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information," like a competitor. 18 U.S.C. § 1839(3)(B). OPmobility's confidential information plainly qualifies.

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[3] DTSA and DUTSA are "substantively identical"; so courts consider both statutes together. *See I-Mab Biopharma v. Inhibrx, Inc.*, No. 22-276-CJB, 2024 WL 5335719, at *2 n.5 (D. Del. Nov. 6, 2024).

[4] Defining a trade secret as: "[I]nformation, including a formula, pattern, compilation, program, device, method, technique or process, that: a. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

The first element examines whether the information has competitive value—that is, if it is the type of information that is valuable because it is kept secret from the competition. OPmobility's trade secrets epitomize the type of competitive information given protection: detailed plans about how it intends to compete in the marketplace; the company's assessments of itself, its customers, and its competition; and data about its past and projected performance—all set out in documents generated in the course of the company's highest level strategic planning process. *See* Adv. D.I. 69. Those fall into categories routinely found to qualify for trade secret protection: (1) market strategies and the development of such strategies;[5] (2) information about approaches to customers and historical customer information;[6] and (3) pricing and customer proposals.[7] *See* Adv. D.I. 69.

For nearly six years, Favre sat at the helm of OPmobility's global enterprise, where he developed and executed its strategies for competing in the market, including the lighting business and against Marelli specifically. He was exposed to—and in many instances the creator of—the company's most sensitive competitive secrets. It would be impossible to list everything he knows

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[5] *See AlixPartners, LLP v. Benichou*, 250 A.3d 775, 783 (Del. Ch. 2019) (revenue assessments, pricing analyses, and "other strategic documents"); *Beluca Ventures LLC v. Einride Aktiebolag*, 660 F. Supp. 3d 898, 908 (N.D. Cal. 2023) (market information, competitive strengths and weaknesses, product-development and business strategies); *Bimbo Bakeries USA, Inc. v. Botticella*, 613 F.3d 102, 110-13 (3d Cir. 2010) ("long term strategies," "operating costs," and "strategy for increasing profitability").

[6] *See WoodSpring Hotels LLC v. Nat'l Union Fire Ins. Co. of Pittsburgh, PA*, N17C-09-274 EMD CCLD, 2018 WL 2085197, at *11 (Del. Super. Ct. May 2, 2018) (customer pricing, lists and contacts); *Great Am. Opportunities, Inc. v. Cherrydale Fundraising, LLC*, No. 3718-VCP, 2010 WL 338219, at *19–20 (Del. Ch. Jan. 29, 2010) (customers identities, contact information, and "types and volume of product purchased"); *Mattern & Assocs., L.L.C. v. Seidel*, 678 F. Supp. 2d 256, 269 (D. Del. 2010) (client information including assessment of client needs).

[7] *See Arxada Holdings NA Inc. v. Harvey*, 351 A.3d 519, 555 (Del. Ch. 2026); *Brightstar Corp. v. PCS Wireless, LLC*, No. N18C-10-250 PRW CCLD, 2019 WL 3714917, at *5–6 (Del. Super. Ct. Aug. 7, 2019); *Hilb Grp. of New England, LLC v. Lavorgna*, No. 3:24-CV-462–HEH, 2024 WL 3234060, at *5 (E.D. Va. June 28, 2024) (applying DUTSA and DTSA and holding "customer proposals" and "pricing information" were trade secrets)).

that is entitled to legal protection. OPmobility has focused on a targeted list of key strategic trade secrets, tied to the company's planning documents, including those taken by Favre as he exited the company. Adv. D.I. 69. There is no legitimate dispute that the confidential, non-publicly-ascertainable information set out in OPmobility's disclosure is of the type that has competitive value and therefore qualifies as a trade secret. While some reference known information like market conditions or a customer's plans, a trade secret may combine proprietary information with public information. *See Cal. Safe Soil, LLC v. KDC Agribusiness, LLC*, No. 2021-0498-MTZ, 2025 WL 98479, at *15 (Del. Ch. Jan. 10, 2025); *Arxada*, 351 A.3d at 553. The trade secrets at issue here are so valuable precisely because they show *how* OPmobility intends to respond to what the industry knows—the company's strategic decisions in both the short and long term.

The competitive value of OPmobility's playbook to a competitor like Marelli cannot be understated. With OPmobility's strategic plans, Marelli would know, for example, (a) which customers OPmobility does (or does not) intend to target; (b) which markets OPmobility seeks to develop, including through acquisitions or other investment in production capacity; (c) where and how much OPmobility can compete on price, and areas in which its cost structure prevents it from lowering prices at all; (d) OPmobility's product development, including the existence of any technical advances, desirable features or integration with other components, and (e) the strengths and weaknesses of the company's operations, including production and sales. Armed with that information, Marelli can respond in kind—deploying resources where it knows it can win, saving them where it will face competition, and bidding contracts at the price it needs to beat OPmobility, but where it knows OPmobility cannot go lower. Information that confers such advantages qualifies as a trade secret. *See Arxada*, 351 A.3d at 555 (information used to "target customers" and "undercut the competition"); *Brightstar Corp.*, 2019 WL 3714917, at *6 (information used to

"undercut" and avoid "invest[ing] significant time and resources into gathering pricing data"); *GWO Litig. Tr. v. Sprint Sols., Inc.*, No. N17C-06-356 PRW, 2018 WL 5309477, at *10 (Del. Super. Ct. Oct. 25, 2018) (information "used for competition purposes such as determining pricing and marketing strategies, or for other business-related uses"); *Nucar Consulting, Inc. v. Doyle*, No. 19756-NC, 2005 WL 820706, at *5 (Del. Ch. Apr. 5, 2005) (the question is "whether a plaintiff would lose value and market share if a competitor could enter the market without substantial development expense").

As for the second element, there can be no dispute that OPmobility has undertaken reasonable measures (or "reasonable efforts" under DUTSA) to preserve the confidentiality of its trade secrets. OPmobility has robust corporate confidentiality policies and practices to safeguard its proprietary information, including trade secrets, including those set forth in a group-wide Information Protection and Classification Policy, governing the handling of confidential company information, and Charte Numerique ("*Digital Charter*"), which describes policies and practices for electronic information. *See* Ex. 1, Ledru Decl. Employees across the entire group are subject to contractual requirements and/or terms of employment requiring compliance with confidentiality procedures, which are monitored and regularly reinforced. *Id.* Such steps are routinely found to constitute reasonable measures. *See, e.g., Beard Rsch., Inc. v. Kates*, 8 A.3d 573, 596 (Del. Ch. 2010) (noting that employees "knew" trade secrets "were to be kept strictly confidential" and that information was not "published or frequently disseminated to customers or others outside of" the company); *AlixPartners*, 250 A.3d at 783 ("The acceptable use policy provided an added layer of protection."). OPmobility's technical access limitations, which restrict access to authorized employees, physical security measures, data security measures, and procedures for handling information with third parties, also support a finding of reasonable measures. *AlixPartners*, 250

A.3d at 783 (plaintiffs "protect[ed] their confidential information with passwords" and "restrict[ed] rights and access to those employees with a need to know"); *Great Am. Opportunities*, 2010 WL 338219, at *7 (employer kept information on portal that required log in).

The nature of Favre's position placed him at the apex of the company with access to the most sensitive and valuable strategic information. It is for that very reason that he was subject to the heightened Confidentiality Provision in his Employment Contract, but also expressly why that included a Non-Competition Provision in recognition that his subsequent employment by a competitor would inherently place those trade secrets at risk. He was paid to maintain those confidences, including additional compensation running for the duration of his non-compete.

"Misappropriation," the second element of a trade secret claim, encompasses both actual and threatened misappropriation. Misappropriation includes (1) "acquisition of a trade secret . . . by a person who knows or has reason to know that the trade secret was acquired by improper means"; and (2) use of a trade secret by a person who "used improper means to acquire knowledge of the trade secret," or "knew or had reason to know that the knowledge of the trade secret was … derived from or through a person who had used improper means" to acquire it, that it was "acquired under circumstances giving rise to a duty to maintain the secrecy of the trade secret" or that it was "derived from or through a person who owed a duty to the person seeking relief to maintain the secrecy of the trade secret." *See* 18 U.S.C. § 1839(5)(A), (B)(i)-(ii); 6 Del. C. § 2001(2). In turn, "improper means" include "breach or inducement of a breach of a duty to maintain secrecy." 18 U.S.C. § 1839(6)(A); 6 Del. C. § 2001(1). "Use" is given an expansive, plain English meaning, covering *any* benefit gained from knowing it: "[T]he 'use' of a trade secret encompasses all the ways one can take advantage of trade secret information to obtain an economic benefit, competitive advantage, or other commercial value, or to accomplish a similar exploitative purpose." *Oakwood*

Lab'ys LLC v. Thanoo, 999 F.3d 892, 910 (3d Cir. 2021).

Defendants have and threaten to misappropriate OPmobility's trade secrets in two ways. First, Favre has been retained by SVP, announced as Marelli's future CEO, and may already be acting on Marelli's behalf. His direct actions are therefore the Defendants' acts. His possession and use of the documents he exfiltrated from OPmobility and other OPmobility trade secrets for Defendants' benefit—for example, to guide Marelli's post-bankruptcy strategy and to win business—constitute the unlawful use of OPmobility's trade secrets. Second, any disclosure by Favre to the Defendants' personnel constitutes misappropriation by disclosure (by Favre) and acquisition and subsequent use (by Defendants' personnel). Defendants were unequivocally informed of Favre's Confidentiality and Non-Competition obligations. They had reason to know that he owes a duty of confidentiality arising from them as well as his fiduciary obligations to OPmobility. Therefore *any* use by Favre or disclosure to *any* other Defendant personnel, and, in addition, *any* use by them of that information, are each acts fulfilling the misappropriation element.

The parties have agreed to a process that will include supplementation of the evidentiary record and expert submissions following an expedited discovery period. OPmobility expects to submit to the Court additional evidence of Favre's past conduct, Defendants' communications with him, and their plans for his ongoing and future role. But courts have long noted that in trade secret cases, even after discovery, direct evidence of misappropriation is rare:

> [M]isappropriation and misuse can rarely be proved by convincing direct evidence. In most cases plaintiffs must construct a web of perhaps ambiguous circumstantial evidence from which the trier of fact may draw inferences which convince him that it is more probable than not that what plaintiffs allege happened did in fact take place. Against this often delicate construct of circumstantial evidence there frequently must be balanced defendants and defendants' witnesses who directly deny everything.

SI Handling Sys., Inc. v. Heisley, 753 F.2d 1244, 1261 (3rd Cir. 1985) (*quoting Greenberg v. Croydon Plastics Co., Inc.,* 378 F. Supp. 806, 814 (E.D. Pa. 1974)).

Here, the facts already known strongly support the conclusion that Defendants have accessed and will continue to improperly use OPmobility's trade secrets if not enjoined. First, Favre deliberately copied OPmobility's trade secret documents as he prepared to exit the company, which inescapably evidences an intent to use them later. *See* Ex. 1, Ledru Decl. ¶¶ 40–49. Second, Defendants shortly thereafter moved to hire him—fully aware of the prohibition on his use of OPmobility's confidential trade secrets and that the Non-Competition Provision barred such employment. Regardless of whether they knew of his retention of documents, Defendants clearly knew of his deep knowledge of OPmobility's trade secrets and placed him in the singular position where those secrets could be most potently deployed against OPmobility. In such circumstances, new employers are aware that trade secrets will be misused. *See, e.g.*, *Beard Rsch.*, 8 A.3d at 599 (holding competitor misappropriated trade secrets when it "encouraged" or "turned a blind eye" to employees bringing trade secrets from former employer); *Miles*, 1994 WL 676761, at *18 (holding new employer knew or had reason to know employees used former employer's trade secrets).[8]

Courts routinely find such circumstances to support a conclusion of actual and threatened trade secret misappropriation. For example, in *Bimbo Bakeries*, the Third Circuit upheld an injunction against the hiring of a competitor's employee into a "substantially similar" role, finding

[8] DUTSA also recognizes the "inevitable disclosure" doctrine—the common sense principle that threatened misuse can be established when an employee's new role will inevitably lead to the use or disclosure of a plaintiff's trade secrets. *See, e.g.*, *W.L. Gore & Assocs., Inc. v. Wu*, No. 263-N, 2006 WL 2692584, at *14 (Del. Ch. Sept. 15, 2006) (finding misappropriation because employee "c[ould]not 'unlearn' what he learned while working" for plaintiff and his "extensive knowledge would almost certainly filter into his work"). In circumstances like this, courts have found misappropriation based solely on the similarity of the employee's new role. *See, e.g., Miles*, 1994 WL 676761, at *14; *Cotiviti, Inc. v. McDonald*, No. 19-CV-6559 (VSB), 2021 WL 2784529, at *6 (S.D.N.Y. July 2, 2021). It is difficult to imagine a more appropriate application of that principle. Favre directed OPmobility's strategy for nearly six years, oversaw its future plans, and held its most sensitive data. His hiring as CEO—the exact same role—for a direct competitor makes it unimaginable that he would not use his knowledge of OPmobility for Marelli's benefit.

very similar facts to those here to be "solid" evidence of misappropriation:

> [T]he conclusion that Botticella intended to use Bimbo's trade secrets during his employment with Hostess rests on a solid evidentiary basis, namely, Botticella's not disclosing to Bimbo his acceptance of a job offer from a direct competitor, remaining in a position to receive Bimbo's confidential information and, in fact, receiving such information after committing to the Hostess job, and copying Bimbo's trade secret information from his work laptop onto external storage devices.

613 F.3d at 118 (citation omitted). While the DTSA does not authorize a blocking injunction against employment based *solely* on an individual's knowledge of trade secrets, *see* 18 U.S.C. 1836(b)(3)(A)(i)(I), Favre's copying of key competitive trade secrets followed quickly by his being hired to act for a direct competitor in a position in which the trade secrets are of central value establish circumstances where courts have issued blocking injunctions. *See Fres-co Sys. USA, Inc. v. Hawkins*, 690 F. App'x 72 (3d Cir. 2017).

Favre deliberately misappropriated OPmobility's strategy documents in his last days with the company—documents that supplemented the deep knowledge retained in his memory, but whose retention evidences an intent to use them in the future. Ex. 1, Ledru Decl. ¶¶ 40–50. And almost immediately, Defendants sought to take advantage, bringing him on to direct the game plan for a direct competitor. When warned that he was barred from such work, they persisted and are now poised to hand him control of the global enterprise. Now he appears to be working the market, meeting with OPmobility's customers and using OPmobility strategies that Favre knows and advised on. Very relevantly here, Favre acknowledged the uniqueness of his position and the heightened danger of taking what he knew to the other side, and agreed on that basis to both the Confidentiality and Non-Competition Provisions. As discussed below, that agreement underlies an independent basis for the requested injunction, but it also demonstrates that Favre understood that a limited scope non-compete for a reasonable two-year period was an appropriate protection for the information he received.

A. OPmobility Is Entitled to an Injunction For its Tortious Interference Claim.

The requested injunction is also justified to protect against threatened interference with OPmobility's contract rights, in particular the Confidentiality and Non-Competition Provisions. Those freely and fairly bargained-for rights would have little meaning if they could not be enforced through an injunction. OPmobility is likely to prevail on the merits of its tortious interference claim. To do so, a plaintiff must establish (1) the existence of a contract; (2) of which the defendant was aware; (3) an intentional act by the defendant that is a significant factor in causing breach of the contract; (4) without justification; (5) injury. *See Tristate Courier & Carriage, Inc. v. Berryman*, No. 20574-NC, 2004 WL 835886, at *12 (Del. Ch. Apr. 15, 2004); *see also Great Am. Opportunities*, 2010 WL 338219, at *9 (same). An analysis of each of these elements establishes that OPmobility is reasonably likely to prevail on its tortious interference claim.

First, the existence and terms of the Employment Contract are established by the agreement itself and are not seriously contested. *See* Ex. 1, Ledru Decl., at Ex. D. Relevantly, the contract was a long-standing existing contract; Defendants were not interfering with a prospective relationship. Second, Defendants were indisputably aware of the Confidentiality and Non-Competition Provisions, not only because OPmobility repeatedly informed them both verbally and in writing, but also because they attempted to negotiate Favre's release from them. Adv. D.I. 68 ¶¶ 107–128. Third, when those efforts failed and OPmobility made clear its intention to enforce its contractual rights, the Defendants proceeded in pursuing Favre and inducing him to breach his commitments. Only a few months after Favre departed OPmobility, Defendants' recruitment caused him to violate his Employment Contract first by working for SVP on Marelli strategy, and later once formally appointed as Marelli's CEO. His Non-Competition Provision forbids him from joining "*a company that manufacturers or sells products and/or services that may compete with*

those of [OPmobility], regardless of their status (shareholder, consultant, employee, etc.)." Ex. 1, Ledru Decl. at Ex. D. Likewise, Defendants caused him to breach his Confidentiality Provision by inducing Favre to work to support Marelli's ongoing restructuring efforts and strategic planning. That work has already resulted in him meeting with customers and others on Marelli's behalf, guiding strategy directly against OPmobility using its trade secrets. The Defendants' intentional acts—taken after being put on direct notice of Favre's binding contractual obligations—were the primary factor in causing Favre's breach. *See Sorrento Therapeutics, Inc. v. Mack*, No. 2021-0210-PAF, 2023 WL 5670689, at *20 (Del. Ch. Sept. 1, 2023) (establishing intentional interference with non-compete when a defendant "solicit[s] the assistance and involvement of an individual that it [knows is] bound by the restrictive covenant") (citation omitted); *Great Am. Opportunities*, 2010 WL 338219, at *14 (holding intentional act met when competitor encouraged employees to breach non-competition and confidentiality clauses).

Fourth, the Defendants' conduct was not justified. As a threshold matter, Courts have held that a defendant lacks justification for inducing a competitor's former employee to violate a non-compete. *See Great Am. Opportunities,* 2010 WL 338219, at *15 (holding inducement of breach of non-compete was not justified). Defendants are likely to argue that their conduct is justified because they merely recruited an employee from a rival. However, while recruiting an employee may not, standing alone, be tortious, the law recognizes that "the same means may be permissible under some circumstances while wrongful in others." *Zync, Inc. v. Porsche Invs. Mgmt., S.A.*, No. 2025-0284-JTL, 2026 WL 1507812, at *17 (Del. Ch. May 29, 2026) (citation omitted). Consistent with that principle, it *is* improper to recruit an employee knowing that doing so will induce the employee to violate an agreement. *See Great Am. Opportunities, Inc.*, 2010 WL 338219, at *28; *Total Quality Logistics, LLC v. All. Shippers, Inc.*, 168 N.E.3d 1228, 1249–50 (Ohio App. Dist.

2021). Even if Defendants say their recruitment of Favre was motivated by legitimate business motives, "[m]otive . . . is simply one of seven factors to be considered when determining whether interference was improper," *Cousins v. Goodier*, 283 A.3d 1140, 1166–67 (Del. 2022), and a proper motive combined with improper anti-competitive motives can still give rise to liability. Among other factors, courts must consider societal interests, which protect the good of protecting *existing* contracts (*see* Restatement (Second) of Torts § 768 cmt. h.) but also here, the public good of protecting confidential information. *See, e.g.*, *Bimbo Bakeries*, 613 F.3d at 119 (noting "public interest in 'upholding the inviolability of trade secrets and enforceability of confidentiality agreements'") (citation omitted); *Miles*, 1994 WL 676761, at *20 (noting injunctions in trade secrets cases "reinforce the public policy of commercial morality" (quoting *Gen. Elec. Co. v. Sung*, 843 F. Supp. 776, 778 (D. Mass. 1994))).

B. OPmobility Has Demonstrated a Probability of Success on its Aiding and Abetting Fiduciary Duty Claim.

Aiding and abetting breach of fiduciary duty requires: (1) the existence of a fiduciary relationship, (2) a breach of fiduciary duty, (3) knowing participation in that breach, and (4) proximate damages. *In re EngageSmart, Inc.*, 354 A.3d 796, 849 (Del. Ch. 2026). As an officer of OPmobility's Delaware subsidiary, Favre owed the subsidiary a fiduciary duty of loyalty, which encompasses "'a duty (1) not to use property of the principal for the agent's own purposes or those of a third party; and (2) not to use or communicate confidential information of the principal for the agent's own purposes or those of a third party.'" *See Arxada,* 351 A.3d at 572 (citation omitted). Even after the employment ends, former officers continue to owe a duty of loyalty to not use or disclose a former employer's confidential information, including information retained in the employee's memory or in documents improperly taken. *Arxada*, 351 A.3d at 572 ("An agent is not free to use or disclose a principal's trade secrets or other confidential information whether the

agent retains a physical record of them or retains them in the agent's memory.") (citation omitted).

Favre breached his fiduciary duty by wrongfully obtaining and retaining, confidential internal company documents without authorization. *See id.* ("'A former agent who continues to possess property of a principal has a duty to return it and to comply with the management and record-keeping rules'") (citation omitted). Favre also breached, and will continue to breach, his fiduciary duty by using confidential information obtained through his experience with OPmobility for Defendants' benefit during his collaboration and future employment with them. Doing so may be a violation of his contractual obligations, but it is also a breach of his fiduciary obligations that exist—and persist—separate from, and even absent a contract. *See Metro Storage Int'l LLC v. Harron*, 275 A.3d 810, 858 (Del. Ch. 2022) (explaining that contract law does not displace breach of fiduciary claims based on misuse of confidential information because one "could bring an independent cause of action for breach of fiduciary duty if the parties had not signed a contract").

By recruiting Favre to Marelli, Defendants knowingly and actively participated in Favre's breach of his fiduciary duties. To establish knowledge, a plaintiff must demonstrate "two types of knowledge": (1) the defendant must know that the conduct of the fiduciary "constitutes a breach"; and (2) "the defendant must know that its own participation in the conduct 'was legally improper.'" *Calumet Cap. Partners LLC v. Victory Park Cap. Advisors, LLC*, 353 A.3d 88, 115 (Del. Ch. 2026). Here, Defendants not only knew, but were explicitly advised, that Favre was a former fiduciary of OPmobility and were thus aware of his continuing fiduciary duty of loyalty—indeed, both SVP and several Marelli entities are Delaware corporations themselves. Defendants' insistence on recruiting and working with Favre despite knowledge of those facts establishes both types of knowledge here. *See id.* at 118 (finding knowledge satisfied when the agent "engaged in disloyal conduct" that was "what the [other party] wanted him to do"); *Arxada*, 351 A.3d at 576

(finding knowledge satisfied when knowledge of agents' actions were imputed on their entities).

Further, Defendants' participation in Favre's breaches is clear. Participation is satisfied where a defendant "provide[s] 'substantial assistance' to the primary violator." *Young Women's Christian Ass'n of Rochester & Monroe Cnty. v. Hatteras Funds, LP*, 356 A.3d 459, 503 (Del. Ch. 2026) (quoting *In re Dole Food Co., Inc.*, No. 8703-VCL, 2015 WL 5052214, at *41 (Del. Ch. Aug. 17, 2015). Defendants clearly provided substantial assistance to Favre—indeed, their explicit recruitment and subsequent work with him is the direct cause for his violating his fiduciary duty of loyalty to OPmobility. *Se Calumet Cap. Partners*, 353 A.3d at 118 (finding participation met where defendant was "elbows deep" in efforts to "extract confidential information from" employee and "convince him to . . . run a competing business); *cf. Young Women's Christian Ass'n*, 356 A.3d at 505 (noting that a defendant "can aid and abet a breach of the duty of loyalty by creating the condition giving rise to [a] conflict of interest" (cleaned up)). And, as explained herein, OPmobility has been and will be injured unless Defendants' conduct is enjoined.

III. The Irreparable Harm to OPmobility Favors Injunctive Relief.

A preliminary injunction is necessary here. If Defendants are allowed to proceed as planned, the genie will be out of the bottle—once OPmobility's trade secrets have been deployed against it, even during the pendency of this litigation, it will be impossible to remedy the harm.

As explained above, Favre's knowledge would give Marelli an unfair and anti-competitive advantage. Some of that harm will have immediate effect. Favre knows what contracts OPmobility may pursue, and those which it will not or cannot. He knows OPmobility's cost structure, and the price below which it cannot profitably bid. Armed with that information, Marelli will know exactly what it needs to do to win against OPmobility, where it should not expend resources, and conversely, where it will be left free to win business without competition. Because bidding in the

industry is blind, OPmobility will have no way to respond, and because contracts last for up to six years, will be locked out of the business it loses for a considerable period of time.

In the longer term, Favre will also be able to guide Marelli's strategy knowing exactly what its opponent will do. He knows what countries OPmobility intends to focus on, what its product strategy and roadmap look like, and where OPmobility has assessed its business to be strong and where it may be weak. He knows how OPmobility intends to grow its lighting business, including through corporate acquisitions, and how it may value those deals. And he knows how the lighting business ties to OPmobility's other business lines, including through its One4You program.

Once Favre charts the strategic course for Marelli based on OPmobility's trade secrets, that cannot be undone. It may be that discovery reveals exactly how Favre has shared specific information, and conceivably possible (even if difficult) to surgically extract that information from everywhere it has ended up within Marelli and SVP. But the harm is likely to emanate through the directional changes he can implement even without disclosing specific information. Once he has used OPmobility's confidences to help guide Marelli toward or away from certain markets, product changes, customers or other strategies, those choices cannot be disentangled from OPmobility's information underlying the decision and therefore cannot be undone.

A preliminary injunction is therefore not just appropriate, but necessary. Favre himself recognized that a two-year hiatus from work for or on behalf of a competitor was the appropriate cooling-off period (though the bar against use of confidential information persists even after that). That two-year period will run on November 6, 2027. It is almost certain that barring settlement, this litigation will still be running at that time. Any injunctive relief awarded after that will provide only minimal and partial relief from the unfair benefit Marelli will have received in the interim.

Courts have no trouble finding irreparable harm in such circumstances, recognizing that

loss of a company's trade secrets is in and of itself an irreparable harm and that monetary damages are inadequate to place the company back in its rightful position. *See Oakwood*, 999 F.3d at 913 ("[T]rade secret misappropriation *is* harm.") (citation omitted); *Neo Gen Screening, Inc. v. TeleChem Int'l, Inc.*, 69 F. App'x 550, 554 (3d Cir. 2003) ("[T]he disclosure of trade secrets would result in irreparable harm . . . that would not be remedied by monetary damages.") (citation omitted); *Agilent Techs., Inc. v. Kirkland*, No. 3512-VCS, 2010 WL 610725, at *31 (Del. Ch. Feb. 18, 2010) ("[Q]uantifying the precise amount of harm done by the defendants' misconduct is difficult and monetary damages may never restore the injured party to precisely the position it should have been in"). Similarly, courts have found the threat of continued violation of confidentiality, non-competition and fiduciary obligations constitutes irreparable harm. *Newell Rubbermaid v. Storm*, No. 9398-VCN, 2014 WL 1266827, at *10 & n.65 (Del. Ch. Mar. 27, 2014) (stating it "is not abnormal . . . to grant injunctive relief to enforce post-employment restrictive provisions" and that employer has "no adequate remedy at law for the value of any business lost" to competitor); *Stream Cos., Inc. v. Windward Advert.*, No. 12-CV-4549, 2013 WL 12114590, at *18-19 (E.D. Pa. Feb. 8, 2013) (granting injunction to prevent breach of fiduciary duty of loyalty).

There can be no legitimate dispute that Defendants should be obligated to comply with their legal duty to respect OPmobility's trade secrets, and if they have already received them, to take the necessary steps to extract them and set up barriers (like a clean team) to prevent further misappropriation. But an injunction against Favre's hiring is also warranted. Given the breadth of his knowledge, the potential harm he can wreak is significant—even without expressly disclosing OPmobility's secrets. Defendants threaten to place him in exactly the position where he can do most harm, and because he can act on his own, any restrictions on further disclosure will not preclude him from using them against his former employer. And his ill will is not speculative—he

clearly demonstrated his intent to use OPmobility's secrets after his employment by copying them over to his personal account in his final days at the company. OPmobility is not required to further endure the consequences of his wrongdoing before seeking a remedy. This Court should impose the only measure that will be effective to prevent the harm threatened here, and to block Defendants from hiring him altogether.

IV. The Lack of Harm to Defendants and Others Favors Preliminary Injunctive Relief.

Neither Defendants nor Favre will suffer comparable, if any, harm from the preliminary injunction. Marelli has appointed Frederick Henderson as interim CEO and he or someone like him can continue in that role. Favre may be restricted from this work, but he is being compensated and is free to work for non-competitors (or even competitors outside the restricted countries).

V. The Public Interest Favors Injunctive Relief.

Finally, he "public interest in 'upholding the inviolability of trade secrets and enforceability of confidentiality agreements.'" *Bimbo Bakeries*, 613 F.3d at 119 (citation omitted); *see also Miles*, 1994 WL 676761, at *20 (discussing the "public policy of commercial morality" protected by trade secret law). Likewise, there is a public interest in protecting against the violation of fiduciary duties. *See Stream Cos., Inc.*, 2013 WL 12114590, at *19. In light of the limited restrictions contained in Favre's Employment Contract, these public interests outweigh any "public interest in employers being free to hire whom they please." *Bimbo Bakeries*, 613 F.3d at 119. Moreover, if a plaintiff demonstrates both probability and success and irreparable injury, then "[a]s a practical matter . . . it almost always will be the case that the public interest will favor the plaintiff." *Am. Tel. & Tel. Co. v. Winback & Conserve Program, Inc.*, 42 F.3d 1421, 1427 n.8 (3d Cir. 1994). Accordingly, because OPmobility has demonstrated a probability of success and irreparable harm, the public interest weighs even further in its favor.

CONCLUSION

For the foregoing reasons, OPmobility respectfully requests that the Court issue a preliminary injunction against Defendants, and each of their respective agents, servants, employees, attorneys, representatives, and all others acting on their behalf or in concert with them:

a. Enjoining Marelli from hiring Favre as its CEO, and both Defendants from hiring him to any position where he could use OPmobility's trade secrets to harm OPmobility November 6, 2027, the duration of the Non-Competition Provision;

b. Requiring restrictions on Favre's work for Defendants to prevent him from using OPmobility's trade secrets and confidential information, including as appropriate barring him from work relating to customers, deals, or other categories of business operations for which he remains in possession of OPmobility's strategies;

c. Prohibiting Defendants from receiving OPmobility's trade secrets, and requiring them to undertake steps to identify, destroy, and sequester what they have already received, including any plans, documents, or other information derived therefrom, with said steps to include at least: (a) independent forensic examination to identify any such information, (b) destruction and/or sequestration of any such information, (c) unwinding of any plans, strategies or other steps taken by Defendants with the benefit of any such direct or indirect information, (d) identification of any persons who have received any of the forgoing information, directly or indirectly, and (e) report and certification of the foregoing;

d. Prohibiting participation in any business decision making in which such information might be used by any persons who have received any of the forgoing information, directly or indirectly (i.e., the establishment of a "clean team")

e. Barring any further misappropriation, including by disclosure, receipt or use, of any OPmobility trade secrets, barring further conduct constituting aiding and abetting a breach of Favre's fiduciary duties to OPmobility or tortious interference with OPmobility's contractual relationships with him, including those set out in his Employment Agreement;

f. Any other steps appropriate to prevent additional violations or ongoing harm.

As noted above, OPmobility intends to submit to the Court a more detailed proposed injunction based on the forthcoming agreed discovery and in connection with the stipulated supplemental submissions in support of this motion.

Dated: August 25, 2026
Wilmington, Delaware

Respectfully submitted,

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EXHIBIT 1

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 SANDRINE LEDRU IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

Pursuant to 28 U.S.C. § 1746, I, Sandrine Ledru, 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.

Background and Role

3. I am Executive Vice President and Group Chief Digital and Information Officer of OPmobility Gestion. I have served in that role since February 2023.

4. OPmobility SE is the corporate parent of the entire group of OPmobility companies (collectively, "OPmobility") and sits at the top of OPmobility's worldwide functions, including its lighting and U.S. operations. A subsidiary of OPmobility SE, OPmobility Gestion serves, *inter alia*, as the OPmobility entity dedicated to handling key administrative and management support functions within the OPmobility ecosystem.

5. OPmobility Gestion sets and oversees the relevant policies and practices described in this declaration for each of the four OPmobility entities that I understand are parties in this litigation: OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding. The information I provide in this declaration with respect to OPmobility applies generally to the OPmobility companies, but specifically to those four party entities, except where otherwise noted.

6. Prior to my role as Group Chief Digital and Information Officer, I was Chief Information Officer at Plastic Omnium Auto Exterieur Services (AES). Prior to joining OPmobility, I held IT strategy, planning, and management positions at Nissan Motor Corporation for thirteen years.

7. I received a master's degree in management from Clermont School of Business in 1995.

8. In my capacity as Group Chief Digital and Information Officer, I am responsible for managing, coordinating, and overseeing all aspects of OPmobility's digital systems and

information security policies and procedures. This includes management and oversight of all OPmobility's information technology (IT) systems.

OPmobility Undertakes Substantial Efforts to Protect its Confidential Information

9. OPmobility takes seriously the protection of its confidential information and has implemented robust and comprehensive policies and practices across the entire global corporate group to ensure that its sensitive information and trade secrets remain secure. Those policies and practices recognize the operational needs of our business and are designed to strike an appropriate balance between business needs and informational security.

10. Set out below is an overview of OPmobility' s policies and practices for confidential information, particularly those governing the confidential information I understand to be at issue in this case. This is not a full description of the details of the corporate group's full policies and practices, which of course include other elements that would be impossible to set out in a single document.

A. OPmobility Policies for Classification and Handling of Confidential Information

11. At the top level, OPmobility' s system for identifying and classifying confidential information is set out in its Information Protection and Classification Policy. A true and correct copy of the current policy is attached hereto as **Exhibit A**. This Information Protection and Classification Policy has been in effect since April 2024 and was implemented when Mr. Laurent Favre was Chief Executive Officer of OPmobility.

12. The Information Protection and Classification Policy applies to every employee within the OPmobility group of companies, including every employee of OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding. The policy indicates this by stating that it is "the minimum applicable in all entities of the OPmobility Group."

When a new employee joins OPmobility, each employee receives the company's Charte Numerique (the "Digital Charter"), which I discuss more fully below. The Digital Charter contains a section on "Information Classification" that directs employees to classify company information according to parameters defined by OPmobility and outlined in the Information Protection and Classification Policy. Among other things, new employees are required to sign an employment contract that includes a clause stating that the Digital Charter has been provided to them and requiring employees to acknowledge they will comply with the policy. The complete Information Protection and Classification Policy is available to all employees on the company's Intranet.

13. The Information Protection and Classification Policy directs employees to designate and label documents as confidential according to their content and the risk posed by the disclosure of the information, including "Confidential – Internal," "Confidential – Controlled," or "Confidential – Restricted." The designations indicate to employees that they cannot share the information publicly or otherwise disclose the information without authorization, and assist in policing and correcting any inevitable mistakes by putting unauthorized recipients on notice that they have received confidential data to which they should not be privy.

14. The Information Protection and Classification Policy further instructs OPmobility employees to secure their workspaces and requires that they maintain a "clean desk" policy, requiring them to, among other things, destroy outdated documents, keep confidential documents in locked cabinets, and clear their workspaces of any documents when leaving the office. As part of their employment with the company, employees are provided with lockable cabinets to store confidential documents and secure their workspace.

15. The Information Protection and Classification Policy is maintained and enforced by the Group Cyber Defense team within the company led by the Cyber, IT Risk and Compliance Officer, which monitors compliance with the policy and periodically audits the company's data security measures.

16. Employees receive a mandatory data security training during their onboarding and a renewed training called "Cybersecurity Fundamentals" at least once a year as part of the cyber awareness & digital charter training provided by OPmobility. This training instructs employees on the importance of the company's confidential information, including in relation to less business-sensitive information, and employees are given guidance on how to keep that information confidential. OPmobility audits employees' completion of this mandatory training. A supplemental, optional training specifically dedicated to "Data Governance & Security" is available to all employees that explains the Information Protection and Classification Policy in more detail, how to apply it, and relevant data protection regulations.

B. Digital Security Measures

17. OPmobility also protects its confidential and proprietary information through digital security measures.

18. Some of the company's digital security measures are set out in OPmobility's Digital Charter, which regulates employees' use of OPmobility's IT systems and other digital resources, including OPmobility computers, laptops, tablets, other devices, software, applications, systems, telephones, email, messaging apps, and networks. Among other things, the Digital Charter directs OPmobility employees that they cannot:

a. Download, store, publish, distribute, or disseminate information, images, or videos that harm OPmobility integrity, confidentiality, or data security;

b. Use OPmobility resources in a manner that violates any applicable laws, including those governing disclosure of financial information, intellectual property, and proprietary information;

c. Access, use, or disclose confidential information without authorization;

d. Compromise, block, and/or circumvent the technical controls that OPmobility has put in place to prevent and respond to security threats;

e. Alter data or attempt to access information to which they are not authorized; or

f. Transfer business information to their personal email accounts.

19. OPmobility's Digital Charter further directs employees that they can only store company data on OPmobility devices and systems, and it requires that all such devices be protected with passwords, tokens, and PINs as applicable.

20. To ensure OPmobility employees comply with the Digital Charter, OPmobility utilizes monitoring software installed on all company computers, laptops, and networks so that the company may (in compliance with applicable data privacy laws) monitor traffic and activity on these devices and networks. OPmobility further limits internal access to certain confidential company information by using technical access controls, such as firewalls that only allow authorized employees to access company assets such as servers.

21. A true and correct copy of a certified English translation of the Digital Charter is attached hereto as **Exhibit B**.

22. In addition, OPmobility maintains a Mobile Device Management Policy to regulate employees' use of mobile devices. Under the Mobile Device Management Policy, OPmobility employees generally can only access company data on a device enrolled in OPmobility's Mobile Device Management ("MDM") system so that the device can be remotely monitored by

OPmobility's IT department in compliance with applicable data privacy laws. OPmobility IT can also remotely lock or wipe a device on the MDM system as needed.

23. While OPmobility's Mobile Device Management Policy also allows employees to use their own devices for company business, such use is subject to strict technical safeguards. OPmobility requires employees using their own devices to enroll any such device in the company's Mobile Applications Management ("MAM") system, which allows OPmobility to manage and monitor the specific applications the employee uses for company business. Further, certain features are disabled from work related applications on an employee-provided device, such as sharing, copying and pasting between an application that the company can monitor and one it cannot, data downloading, document printing, and internet browsing from a company-managed application.

24. OPmobility also maintains a separate "Information Security Policy" that instructs employees on the company's guiding principles and procedures for maintaining the security of company information. That policy, among other things, confirms that "OPmobility has a unique know-how based on research and innovation" and that "[t]his intangible capital is a major asset" that "must be preserved." Accordingly, the policy instructs employees that "[c]onfidentiality is therefore essential to the Group and its customers." The Information Security Policy was first implemented in 2020 and most recently updated in 2024. The policy is made available to employees on the company's Intranet. Mr. Favre oversaw the revisions to the updated policy, and he personally signed it. A true and correct copy of the Information Security Policy is attached hereto as **Exhibit C**.

25. OPmobility keeps proprietary information in multiple internal databases. The company maintains digitally-accessible documents on Microsoft OneDrive and SharePoint, both

of which are managed through the company's Microsoft 365 environment. An OPmobility-managed Microsoft account is required to access OPmobility's OneDrive and SharePoint databases. In order for employees to access their OPmobility Microsoft accounts, and therefore the company's OneDrive and SharePoint databases, employees must sign in through two-factor authentication. An employee is only able to authenticate through two-factor authentication if the employee is within the company's Active Directory within the Microsoft 365 environment.

26. These are some, but not all, of the digital systems used by OPmobility to maintain the confidentiality of its business sensitive information.

C. Physical Security Measures

27. In addition to those described above, OPmobility protects its confidential and proprietary information through physical security measures. OPmobility maintains secure facilities by requiring locks on buildings and utilizing security cameras and security personnel to monitor its physical facilities. In the building where Laurent Favre worked, employees must use a company-provided badge to access company office space through the elevator.

28. If there is a visitor to an OPmobility facility, that visitor must check in with reception and must be escorted by OPmobility employees.

D. Employee Contractual and Other Obligations

29. OPmobility also protects its confidential and proprietary information by way of contractual agreements with its employees and other obligations imposed as conditions of their employment. It takes steps to ensure that employees understand those obligations as well as the importance of protecting confidential information. As a condition of employment, new employees must sign an employment agreement that informs new employees of their confidentiality

obligations and requires them to maintain the confidentiality of OPmobility's business-sensitive information.

30. OPmobility makes clear to employees through the training and above policies how to protect confidential information on a day-to-day basis and safeguard OPmobility's confidential information. These policies are well known throughout OPmobility.

31. Further, in instances where OPmobility must share confidential information with third-parties, it requires the third party receiving the information to execute a non-disclosure agreement that requires the third party to keep any received information strictly confidential.

32. Laurent Favre's Permanent Employment Contract requires him to "maintain the strictest discretion and absolute confidentiality regarding all data, information, and documents obtained in the course of his duties or by virtue of his affiliation with" OPmobility. These employment agreements, like Laurent Favre's, further provide that any non-public company documents "are confidential and remain the exclusive property of" OPmobility and "must be returned immediately upon request."

33. A true and correct copy of a certified English translation of Mr. Favre's Permanent Employment Agreement is attached hereto as **Exhibit D**.

34. Further, OPmobility also requires certain employees who will have access to highly sensitive information to undertake non-competition obligations as a condition of their employment with OPmobility. For example, Laurent Favre agreed to undertake a two-year non-competition obligation in his Permanent Employment Contract.

Laurent Favre's OPmobility Devices

35. Laurent Favre was employed by OPmobility as its Chief Executive Officer from January 1, 2020 to November 6, 2025.

36. While Mr. Favre was employed at OPmobility, the company issued Mr. Favre at least three company-managed iPhones and two company-managed iPads.

37. While the company generally requires employees to manage their work calendars through Microsoft 365's calendar application, when Mr. Favre joined OPmobility, he requested a specific exemption that would allow him to use the Apple Calendar applications on his company iPhones and iPads. OPmobility reviewed and granted Mr. Favre's request.

38. Mr. Favre was issued at least two company-managed laptops. Except for the exception related to Apple Calendar, Mr. Favre's laptops and all devices issued to Mr. Favre were subject to the company's standard IT policies and procedures, including those explained above.

Laurent Favre's Exfiltration of Company Data

39. I also oversaw a review of Mr. Favre's OPmobility records from around the time of his departure from the company.

40. Mr. Favre was informed on or about October 27, 2025 that his employment with OPmobility was ending. His final day of employment was November 6, 2025.

41. A review was conducted of Mr. Favre's communications from his corporate OPmobility accounts during that period. That review revealed multiple instances of Mr. Favre transmitting emails from his corporate OPmobility email account to his personal Gmail account (lau.favre@googlemail.com) between October 28, 2025 and November 6, 2025.

42. As detailed below, those include emails attaching confidential OPmobility documents. In many instances, those emails did not include any other content—they were blank emails simply attaching OPmobility's confidential documents.

43. Mr. Favre was not authorized to send that information to his personal account, and doing so was a violation of OPmobility's policies and his agreements. There was no legitimate

purpose for him to send the information or documents to his personal account, and he was not authorized to retain the information or documents after his term of employment.

44. In the days following October 27, 2025, Mr. Favre forwarded from his OPmobility email account to his personal Gmail account documents reflecting OPmobility company information regarding its past financial performance, the company's forward projections for up to five years, and its planned budget for those years, analysis of the performance of OPmobility's business units, and materials from OPmobility board meetings.

45. Specifically, from October 29, 2025, to November 4, 2025, Mr. Favre used his company email address to send confidential company documents to his personal Gmail account on at least six occasions. Each of these six emails attached a different confidential OPmobility document. Below is a list of the emails between Mr. Favre's business and personal email accounts during this period that attached confidential OPmobility documents.

Sender	Recipient	Date	Time (UTC)	Attachment
laurent.favre@opmobility.com	lau.favre@googlemail.com	10/29/2025	7:52:51 PM	SEPTEMBER RESULTS AND FC10
laurent.favre@opmobility.com	lau.favre@googlemail.com	11/4/2025	4:54:24 PM	2024 PRELIMINARY FIGURES 2025 – 2029 BUDGET AND SPLAN
laurent.favre@opmobility.com	lau.favre@googlemail.com	11/4/2025	4:54:46 PM	2024 RESULTS SYNTHESIS
laurent.favre@opmobility.com	lau.favre@googlemail.com	11/4/2025	4:55:23 PM	FC10 HIGHLIGHTS FY AND Q4
laurent.favre@opmobility.com	lau.favre@googlemail.com	11/4/2025	4:55:41 PM	FINANCIAL RESULTS – CEO MD SEPTEMBER 2025
laurent.favre@opmobility.com	lau.favre@googlemail.com	11/4/2025	4:56:15 PM	Board of Directors OPmobility

46. True and correct copies of those emails from Mr. Favre's company email account to his personal email account, including the attachments, are attached to Plaintiffs' Trade Secret Disclosure Statement as Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 5, and Exhibit 6.

47. The above are only the documents that OPmobility has thus far been able to identify as ones Mr. Favre took when he left the company. It remains possible that he took even further material with him, including physical copies of other documents.

48. Mr. Favre's forwarding of this material to himself, especially at a time when he knew he would depart from the company, was a violation of company policy and the confidentiality obligations contained in his Permanent Employment Agreement.

49. Mr. Favre's forwarding of his materials to himself was also not in line with his previous company email practice. OPmobility performed a targeted review of the emails collected between Mr. Favre's company and personal email addresses from November 3, 2024, onward and did not identify any other email that attached confidential company materials.

50. On or about November 2, 2025, Mr. Favre also sent himself the contact information for nearly 1,000 contacts, including numerous professional contacts from companies like Hasco Group, Stellantis, Renault, Jaguar Land Rover, BMW, Deloitte, Bosch, Schneider Electric, AVL, ElringKlinger, and others.

51. The review also included a search of the history from the ChatGPT application on Mr. Favre's company device. ChatGPT prompts retrieved from the OPmobility iPad issued to Mr. Favre show that on or about November 3, 2026, he asked the program the French equivalent of, "How to copy your mailbox to another" and on or about November 4, 2026, he asked the French equivalent of "Can you copy your Outlook email to Google mail." OPmobility utilizes Outlook to manage company email.

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

Executed this 22/08/2026

Sandrine Ledru
Sandrine Ledru (Aug 22, 2026 09:21:32 GMT+2)

Sandrine Ledru

Sandrine Ledru Declaration

Final Audit Report 2026-08-22

Created:	2026-08-21
By:	Claire PierceMigone (Claire.PierceMigone@kobrekim.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIt4CFINGhP9x_jsPQdxRkPIxRbj-pfG-

"Sandrine Ledru Declaration" History

Document created by Claire PierceMigone (Claire.PierceMigone@kobrekim.com)
2026-08-21 - 6:36:35 PM GMT

Document emailed to Sandrine Ledru (sandrine.ledru@opmobility.com) for signature
2026-08-21 - 6:36:40 PM GMT

Email viewed by Sandrine Ledru (sandrine.ledru@opmobility.com)
2026-08-21 - 7:07:23 PM GMT

Document e-signed by Sandrine Ledru (sandrine.ledru@opmobility.com)
Signature Date: 2026-08-22 - 7:21:32 AM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-08-22 - 7:21:32 AM GMT

Adobe Acrobat Sign

EXHIBIT 2

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 CHRISTOPHE MARCEAU IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

Pursuant to 28 U.S.C. § 1746, I, Christophe Marceau, 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.

Background and Role

3. I am an Executive Vice President and President of Exterior & Lighting Business Group of OPmobility Gestion. I have served in that role since April 1, 2026.

4. OPmobility SE is the corporate parent of the entire group of OPmobility companies (collectively, "OPmobility") and sits at the top of OPmobility's worldwide functions, including its lighting and U.S. operations. A subsidiary of OPmobility SE, OPmobility Gestion serves, *inter alia*, as the OPmobility entity dedicated to handling key administrative and management support functions within the OPmobility ecosystem.

5. I joined OPmobility in 1992 and have held various positions since that time. Prior to my current role as President of Exterior & Lighting Business Group, I served as an Executive Vice President and President and CEO of OPmobility's Modules division from November 2023 to April 2026.

6. I received an Engineering degree from the École européenne de chimie, polymères et matériaux (European School of Chemistry, Polymers and Materials Science) in 1991.

7. OPmobility is a global Tier 1 automotive supplier and a worldwide leader in the manufacture and sale of automotive components, including automotive lighting systems, bumpers, and body panels. Approximately one in three vehicles produced globally is equipped by OPmobility. Across the world, OPmobility employs more than 38,000 people in 28 countries, with 152 plants and 40 R&D facilities. OPmobility counts among its major customers Ford, Stellantis, General Motors, Rivian, Volkswagen, and Tesla.

8. Much of OPmobility's business is focused on the U.S. automotive industry. Within the U.S., OPmobility operates 11 factories and six R&D centers, employing more than 3,300 people.

9. In 2025 alone, OPmobility's economic revenue totaled €11.537 billion, with almost 28% of its 2025 revenues from its North American business. In October 2025, OPmobility inaugurated its new North American headquarters in Troy, Michigan, celebrating five decades of investment, manufacturing, and innovation in the U.S. The Troy headquarters—opened during Mr. Laurent Favre's final weeks with the company—integrates all of OPmobility's complementary business divisions under a single roof: exterior and lighting systems, complex modules, energy storage systems, and battery and hydrogen electrification solutions.

10. In my capacity as President of Exterior & Lighting Business Group, I am responsible for managing, coordinating and overseeing all aspects of OPmobility's exterior and lighting business. This includes the manufacture and delivery of exterior and lighting components, the business strategy (including potential growth strategies), the pricing strategy (bidding for exterior and lighting contracts) and the management of exterior and lighting clients.

OPmobility Competes in a Cutthroat Automotive Lighting Industry

11. OPmobility's emergence as a global leader in automotive lighting is the product of two carefully sequenced strategic acquisitions, overseen and directed by Laurent Favre, followed by years of intensive integration and proprietary innovation. First, in July of 2022, OPmobility acquired Automotive Lighting Systems ("AMLS"), a specialist in technologically advanced lighting modules. Then just a few months later, on October 6, 2022, OPmobility completed the acquisition of Varroc Lighting Systems ("VLS"), one of the top ten automotive lighting suppliers worldwide. The acquisitions of AMLS and VLS enabled OPmobility to launch a new Lighting business. OPmobility is now a Tier 1 supplier of automotive lighting components, and its automotive lighting business represents a significant amount of the company's business. OPmobility's Exterior & Lighting business accounted for €5.312 billion of the company's €11.5

billion revenue in 2025, or 46%. €734 million consolidated sales are attributed to Lighting specifically.

12. Automotive lighting is a highly specialized and competitive segment within the global automotive components industry. Vehicle manufacturers, known as original equipment manufacturers ("OEMs"), outsource the manufacture of substantially all their lighting components, such as headlamps, taillights, daytime running lamps, fog lamps, and signal lamps, to a small group of global Tier 1 suppliers. Thus, the leading Tier 1 automotive lighting suppliers compete on a program-by-program (or in plain language, model-by-model) basis for multi-year sourcing awards under which they design, engineer, tool, manufacture, and deliver lighting systems for specific vehicle platforms over product lifecycles that typically extend from initial engineering nomination through the end of production. Marelli Holdings Co., Ltd. and its subsidiaries ("Marelli") are direct competitors of OPmobility in the market for exterior automotive lighting and related systems.

13. In the highly competitive automotive lighting segment, Tier 1 suppliers typically compete for five-to six-year contracts to provide the lighting components for a particular iteration of a given vehicle model. Before the contract period has lapsed, the OEM in question will revisit what lighting components to use on the next iteration of the same car model, and once again request bids from Tier 1 suppliers for the next iteration of the model.

14. This bidding process is not synchronized across OEMs or the various vehicles that the same OEM produces. As a result, Tier 1 suppliers are constantly formulating and submitting new bids as bidding cycles open. The nature of this process means that the loss of a bid is significant, because a Tier 1 supplier not selected to manufacture the component has no opportunity to re-bid for the relevant contract for another five or six years. By the same token, the Tier 1

supplier who won the bid is only guaranteed to remain the supplier of that component for the term of the contract. In other words, it will have to compete for a particular model even after winning the bid. Thus, any access to, or use of, OPmobility's trade secrets by a competitor would cause immediate and irreparable harm to its business opportunities.

15. The intensely competitive nature of the automotive lighting industry is further heightened by the fact that bids are typically administered on a "blind" basis. In other words, Tier 1 suppliers bidding on a contract do not know which of their competitors seek to bid for the very same contract, nor do they know the bids' terms. A Tier 1 supplier must make an informed guess about who else it may be competing with for a given contract, and how its bid will compare to its competitors'. Unsurprisingly, this results in suppliers offering their automotive lighting components on the most aggressive terms possible. This fierce pricing competition is exacerbated by the high expenditure and low-profit-margin nature of the automotive lighting business, which results from the fact that suppliers must deeply invest in product development and production at the front end (i.e., pre-bid), with no way to recoup those sunk costs should the supplier ultimately not win the bid. As a result, if a company knew a competitor's economics and strategy—such as its pricing, costs, and margin, along with which vehicle models the competitor is targeting and its strategy for winning bids—that would provide an enormous advantage in the bid process, allowing the company to maximize the likelihood of winning a bid while at the same time garnering the highest possible profits from the contract.

16. Given the competitive nature of the industry, loss of any particular bid results not only in loss of the associated revenue, but also loss of existing or potential market share and future profits associated with that market share. For example, some OEMs might prefer to renew bids and rely on an even smaller subset of Tier 1 manufacturers from whom they frequently source

their automotive lighting via repeat business. In those circumstances, loss of a potential sale results in loss of an inroad with the particular OEM and negatively impacts the likelihood of securing future bids with that OEM. Given the competitive nature of the industry, every car model for which a Tier 1 supplier manufactures the lighting increases the company's goodwill and reputation in the industry, which a supplier can rely upon when trying to obtain future contracts. Further, because some contracts require fairly substantial financial and personnel investment pre-bid, loss of such a contract results in the lost opportunity to have deployed those resources to pursue other potential lines of business and contracts. Thus, any access to, or use of, OPmobility's trade secrets by a competitor would cause immediate and irreparable harm to its business opportunities.

OPmobility's Lighting Strategic Development

17. OPmobility's lighting strategy is integrated into and a central component of the company's global business planning, and its lighting strategy is among the company's most valuable and highly guarded secrets.

18. OPmobility invests significant resources into developing and reviewing its lighting and business strategy. OPmobility's corporate strategy is driven by its senior executive team, headed by its Chief Executive Officer, with oversight and input from the company's board of directors. The process is driven by the heads of the four business units, who are responsible for providing to senior management detailed reports that include assessments of client strategy, transformation plans and strategic growth strategies, including lighting strategies.

19. OPmobility conducts ongoing review of its corporate strategy and compiles this information into comprehensive documents provided to senior management, including in connection with a yearly strategy meeting every June (known internally as "Strat-plan") and bi-monthly management meetings that include the leads of the business groups, the CEO, and other company executives. This corporate strategy touches on all aspects of OPmobility's business,

including its short- and long-term strategy and 2026-2030 business plan; assessments of its competitive standing and analysis of specific geographic markets; and overall pricing strategy. The synthesized analysis, reflected in (but not co-extensive with) the reports, is extremely sensitive and highly confidential.

20. At the "Strat-plan" meeting, the company's executive committee (referred to internally as the committee of directors) frankly discuss, among other things, the company's assessments of its strength and weaknesses, analysis of competitors and OPmobility's positioning in the competitive landscape, and its assessment of customers, geographic markets, manufacturing and other operations, financial data and every other key aspect driving the company's operations and profitability.

21. In addition to that annual planning process, corporate strategy is reviewed and adjusted throughout the year in response to (among other things) new opportunities and changes in the market. Very often those opportunities include new opportunities that are presented to the company. In such situations, regular updates on lighting strategy are presented during strategic board meetings organized on a bi-monthly basis to assess the pros and cons of some opportunities.

22. As part of this ongoing process, OPmobility conducts monthly performance reviews for each business group, including the Exterior & Lighting group that houses its lighting business. This process is overseen by the CEO of OPmobility and OPmobility executive committee members with input from the most senior executives in the Exterior & Lighting business group, including myself. These reviews culminate in monthly reports synthesizing information about nearly all aspects of OPmobility's lighting business, including financial forecasts and data, OPmobility's internal assessment of the business line, and potential strategy updates. These

reports are presented to the CEO and executive committee on a period basis, often at the bi-monthly meeting of the company's executive committee.

OPmobility's Customer Review Process

23. Customer review strategy is a process included in the strategic planning carried out once a year in June. This process is overseen by the CEO of OPmobility and OPmobility executive committee members, and OPmobility invests significant resources into this ongoing customer review process.

24. Because of the variability in OEMs' needs for automotive lighting, it is critical for Tier 1 suppliers to repeatedly assess customer needs and adapt corporate strategy accordingly, including for new bids as they become available. To that end, OPmobility compiles information about the OEMs to which it sells its automotive lighting components and continually evaluates its strategy as to each OEM. As part of that process, OPmobility undertakes an ongoing review of each OEM it sells automotive lighting to assess potential opportunities with each OEM and any potential changes in OPmobility's corporate lighting strategy.

25. This process is overseen by the CEO of the company with input from all of OPmobility's business groups. Based on it and when needed, OPmobility's Business Intelligence department provides senior management with synthesized, detailed reports known internally as a "Customer Briefing" that reflect, among other things, OPmobility's current business with that OEM, its assessment of the OEM's business, and potential strategies aimed at meeting the unique needs of the OEM based on, among other things, public sources and internal information developed by OPmobility. OPmobility executives, including the CEO, then internally discuss the Customer Briefing and any related information to assess the relevant OEM's needs and how to adapt corporate strategy accordingly.

OPmobility's Lighting Trade Secrets

26. In connection with the above-described processes, OPmobility generates and uses highly confidential information that is among the company's most valuable trade secrets.

27. That information includes Lighting strategic plans, OPmobility's assessment of markets and market competitors, and OPmobility's assessment of, and strategic plans, related to each OEM to which it sells automotive lighting components.

28. OPmobility's proprietary Lighting information is reflected in numerous internal, confidential, propriety OPmobility documents. Those include the following documents, which were produced either in connection with the company's annual review of its strategic plans in mid-2025 or represented the latest customer briefings at the time Laurent Favre left OPmobility's employment:

- "Exterior & Lighting Restitution": An internal strategy document summarizing the company's strategic plans for its Exterior & Lighting business for the period 2025 to 2030. This document reflects information relevant to OPmobility's strategy and potential plans to expand its business in certain markets through strategic partnerships. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 10.
- "China Strategy": An internal strategy document that reflects the company's strategy related to the Chinese market, including strategic plans for its Exterior & Lighting business and OPmobility's assessment of the lighting market in the country. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 12.
- "Rest of Asia Strategies": An internal strategy document that reflects the company's strategy related to other markets in Asia, including strategic plans for its Exterior & Lighting business and OPmobility's assessment of the lighting market in the region. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 13.
- "Lighting Product Strategy 2030": An internal strategy document summarizing OPmobility's assessment of the global lighting market and competitive landscape and the company's strategic plans for its Exterior & Lighting business for the period 2025 to 2030, including areas for potential

investment and development. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 11.

- "2026 Budget 2027-2030 BSP Exterior and Lighting BG": An internal strategy document summarizing the company's strategic plans for its Exterior & Lighting business for the period 2026 to 2030. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 7.

- "Customer Strategic Review – Part 1": An internal strategy document reflecting OPmobility's specific customer strategic assessments, program development plans, and commercial relationship strategies for major U.S. OEM customers. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 8.

- "Customer Strategic Review – Part 2": An internal strategy document reflecting OPmobility's specific customer strategic assessments, program development plans, and commercial relationship strategies for major U.S. OEM customers. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 9.

- "Jaguar Land Rover Customer Briefing 09.2025": An internal strategy document reflecting OPmobility's customer strategic assessments, program development plans, and commercial relationship strategy for Jaguar Land Rover as of September 2025. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 17.

- "Ford Customer Briefing August 2025": An internal strategy document reflecting OPmobility's customer strategic assessments, program development plans, and commercial relationship strategy for Ford as of August 2025. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 18.

- "BMW Group Customer Briefing 09.2025": An internal strategy document reflecting OPmobility's customer strategic assessments, program development plans, and commercial relationship strategy for BMW Group as of September 2025. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 19.

- "Mercedes-Benz Customer Briefing 09.2025": An internal strategy document reflecting OPmobility's customer strategic assessments, program development plans, and commercial relationship strategy for Mercedes-Benz as of September 2025. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 20.

- "General Motors Meeting 17th of September 2025": An internal strategy document reflecting OPmobility's customer strategic assessments, program development plans, and commercial relationship strategy for General

Motors as of September 2025. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 21.

- "Volkswagen Group Customer Briefing 09.2025": An internal strategy document reflecting OPmobility's customer strategic assessments, program development plans, and commercial relationship strategy for Volkswagen Group as of September 2025. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 22.
- "Stellantis Customer Briefing 09.2025": An internal strategy document reflecting OPmobility's customer strategic assessments, program development plans, and commercial relationship strategy for Stellantis as of September 2025. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 23.

29. I have also been made aware that a review of Mr. Favre's OPmobility records from around the time of his departure from the company has revealed that Mr. Favre used his corporate OPmobility email account to send confidential OPmobility documents to his personal Gmail account, including information relevant to OPmobility's lighting business. These include the following documents, all of which contain confidential, proprietary internal financial and sales information related to OPmobility lighting business and most of which were circulated within Mr. Favre's final weeks at the company:

- "FC10 Highlights FY and Q4." A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 1.
- "SEPTEMBER RESULTS AND FC10." A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 2.
- "2024 PRELIMINARY FIGURES 2025-2029 BUDGET AND SPLAN." A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 3.
- "2024 RESULTS SYNTHESIS." A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 4.
- "FINANCIAL RESULTS – CEO MD SEPTEMBER 2025." A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 5.
- "Board of Directors." A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 6.

30. In addition to the above information, OPmobility maintains significant confidential information about its confidential pricing structures and confidential bids for its lighting business, including bids submitted to OEMs.

31. OPmobility's proprietary Lighting information is highly confidential and closely guarded, as the information is used by OPmobility personnel to inform a number of critical business decisions affecting the company's financial future, such as, among other things, when and where to invest in new growth or expansion of different business lines, what OEMs and specific vehicles to submit bids related to, what technologies to potentially pursue, and the company's strategy for winning new or retaining existing business. OPmobility gains tremendous value from this proprietary confidential information, including by keeping it confidential from the public.

OPmobility Protects its Lighting Trade Secrets

32. OPmobility takes pains to ensure that non-public company information remains confidential. By way of example, OPmobility maintains a comprehensive Information Protection and Classification Policy that directs employees to designate and label documents confidential according to their content and the risk posed by the disclosure of that information, including "Confidential – Internal," "Confidential – Controlled," or "Confidential – Restricted." The designations indicate to employees that they cannot share the information publicly or otherwise disclose the information without authorization, and assist in policing and correcting inevitable mistakes by putting unauthorized recipients on notice that they have received confidential data to which they should not be privy. In addition to these specific labels, OPmobility employees may signal that a document is confidential by using additional or similar markings, such as headers, footers, watermarks, or other indicators that state a document is "Internal/Confidential."

Laurent Favre's Role in Overseeing OPmobility's Lighting Business, Access to Its Lighting Trade Secrets, and Departure

33. Laurent Favre was employed by OPmobility as its Chief Executive Officer from January 1, 2020 to November 6, 2025.

34. While employed at OPmobility, Mr. Favre sat at the head of OPmobility's entire worldwide operation, serving as CEO of the company's global parent company, and holding at least a dozen additional senior executive positions within various OPmobility entities. Mr. Favre and the rest of the senior management team at OPmobility had decision-making authority about and oversaw all aspects of OPmobility's business, including its lighting business. Mr. Favre oversaw, for example, the company's day-to-day operations, its competitive strategies, market positioning, product development, bids for business, customer relationships, investments and acquisitions, expansion plans, and deployment of capital.

35. Mr. Favre also engineered and steered OPmobility's expansion into automative lighting and OPmobility's development of its innovative and market-disrupting lighting products, which it has integrated into its exterior parts business to provide customers with multi-dimensional products with exceptional value. For example, in 2024 with Mr. Favre at the helm, OPmobility, with Rivian Automotive, developed and supplied the very first Adaptive Driving Beam headlamp systems ever to receive approval for use in the United States. As another example, under Mr. Favre's oversight, in 2023 OPmobility developed its innovative Modular Projector Platform ("MPP") which enables automakers to deploy matrix LED technology across vehicle lines without incurring custom engineering costs previously associated with such systems, offering a complete, vertically integrated lighting solution spanning optical design, LED driver modules, headlamp control modules with proprietary algorithms, embedded software, mechatronic alignment systems, and body-integrated signal lighting. Similarly, under Mr. Favre's tenure, One4You became one of

OPmobility's most crucial cross-product integrations, with a proprietary platform consisting of a modular, all-in-one exterior solution integrating bumpers, body panels, and lighting in a single offering. Mr. Favre also oversaw and received confidential information about OPmobility's pricing structures and bids submitted to OEMs.

36. In Mr. Favre's role as CEO, he had access to and received OPmobility's confidential proprietary Lighting information. For example, Favre attended OPmobility's yearly "Strat-plan" meeting among the senior management referenced above, and he received multiple confidential OPmobility documents in connection with that process, including documents listed above.

37. Mr. Favre also participated in strategic board meetings occurring as a follow-up to the annual strategic planning explained above. At these strategic planning meetings, Mr. Favre and other high-level executives would occasionally discuss OPmobility's strategy and plans related to OPmobility's lighting business.

38. In addition to his participation in these yearly and period strategy meetings, Mr. Favre also participated in OPmobility's continuing review of both its lighting business and its customers, and in that capacity he received the customer briefings and monthly performance reviews discussed above.

39. Mr. Favre's employment at OPmobility ended on November 6, 2025. OPmobility has received information indicating that in May 2026 Mr. Favre was actively holding himself out as working on Marelli's behalf, including by meeting with current or potential customers of Marelli and OPmobility, engaging with shareholders, and visiting Marelli plants.

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

Executed this 24/08/2026

Christophe Marceau
Christophe Marceau (Aug 24, 2026 17:29:46 GMT+2)

Christophe Marceau

Christophe Marceau Declaration

Final Audit Report 2026-08-24

Created:	2026-08-24
By:	Jaida Griffiths (Jaida.Griffiths@kobrekim.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-aPDRj_62uFUaXruE1iSx1-5_bZMmfQb

"Christophe Marceau Declaration" History

Document created by Jaida Griffiths (Jaida.Griffiths@kobrekim.com)
2026-08-24 - 3:17:19 PM GMT

Document emailed to christophe.marceau@opmobility.com for signature
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Email viewed by christophe.marceau@opmobility.com
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Signer christophe.marceau@opmobility.com entered name at signing as Christophe Marceau
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Document e-signed by Christophe Marceau (christophe.marceau@opmobility.com)
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Agreement completed.
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EXHIBIT 3

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 GUILLAUME LEULLIER IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

Pursuant to 28 U.S.C. § 1746, I, Guillaume Leullier, 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.

Background and Role

3. I am the Director of Mergers & Acquisitions ("M&A") of OPmobility Gestion. I have served in that role since May 2022.

4. OPmobility SE is the corporate parent of the entire group of OPmobility companies (collectively, "OPmobility") and sits at the top of OPmobility's worldwide functions, including its lighting and U.S. operations. A subsidiary of OPmobility SE, OPmobility Gestion serves, *inter alia*, as the OPmobility entity dedicated to handling key administrative and management support functions within the OPmobility ecosystem.

5. Prior to joining OPmobility, I worked as a director in the transaction services department at Eight Advisory from October 2015 to May 2022. From September 2012 to September 2015, I worked as Senior Auditor of Consumer Markets at KPMG France.

6. I received a Master of Science in Corporate Finance from the École des Hautes Études Commerciales du Nord (EDHEC) in 2012.

7. OPmobility is a global Tier 1 automotive supplier and a worldwide leader in the manufacture and sale of automotive components, including automotive lighting systems, bumpers, and body panels. Approximately one in three vehicles produced globally is equipped by OPmobility. Across the world, OPmobility employs more than 38,000 people in 28 countries, with 152 plants and 40 R&D facilities. OPmobility counts among its major customers Ford, Stellantis, General Motors, Rivian, Volkswagen, and Tesla.

8. Much of OPmobility's business is focused on the U.S. automotive industry. Within the U.S., OPmobility operates 11 factories and six R&D centers, employing more than 3,300 people.

9. In 2025 alone, OPmobility's economic revenue totaled €11.537 billion, with almost 28% of its 2025 revenues from its North American business. In October 2025, OPmobility inaugurated its new North American headquarters in Troy, Michigan, celebrating five decades of investment, manufacturing, and innovation in the U.S. The Troy headquarters—opened during Mr. Laurent Favre's final weeks with the company—integrates all of OPmobility's complementary business divisions under a single roof: exterior and lighting systems, complex modules, energy storage systems, and battery and hydrogen electrification solutions.

10. In my capacity as Director of Mergers & Acquisitions, I am responsible for managing, coordinating and overseeing all of the OPmobility's acquisitions, mergers, and joint ventures. Those include both (a) proposed acquisitions and joint ventures presented to OPmobility, and (b) acquisition targets or expansion opportunities identified by OPmobility. I oversee all aspects of the process, including assessing and vetting potential M&A and joint venture opportunities; coordinating with the business operation teams to assess and conduct diligence on those opportunities; working with financial and accounting professionals and legal counsel along with other specialist teams both inside and outside OPmobility; and providing advice to OPmobility's senior executives and board with respect to M&A and joint venture opportunities.

Corporate M&A Is Central to OPmobility's Strategy

11. Mergers, acquisitions, and joint ventures are of critical importance in the automotive supply industry. Growing through acquisitions and joint ventures allows companies like OPmobility to expand quickly into new geographic markets and secure new clients and technologies in the fast-evolving automotive industry, accelerating the logistical and operational processes of expanding a business organically. Acquisition allows companies to identify those

companies with existing successful operations, scale quickly in areas of strategic importance, and pursue complimentary combinations that enhance efficiency and effectiveness.

12. M&A has been a critical part of OPmobility's growth strategy. For example, OPmobility's emergence as a global leader in automotive lighting is the product of two carefully sequenced strategic acquisitions, overseen and directed by Laurent Favre, followed by years of intensive integration and proprietary innovation. First, in July of 2022, OPmobility acquired Automotive Lighting Systems ("AMLS"), a specialist in technologically advanced lighting modules. Then just a few months later, on October 6, 2022, OPmobility completed the acquisition of Varroc Lighting Systems ("VLS"), one of the top ten automotive lighting suppliers worldwide. The acquisitions of AMLS and VLS enabled OPmobility to launch a new Lighting business. OPmobility is now a Tier 1 supplier of automotive lighting components, and its automotive lighting business represents a significant amount of the company's business. OPmobility's Exterior & Lighting business accounted for €5.312 billion of the company's €11.5 billion revenue in 2025, or 46%.

13. Mergers and acquisitions remain a critical component of OPmobility's expansion into the automotive lighting industry. In January 2026, OPmobility entered into a Memorandum of Understanding with Hyundai Mobis Co., Ltd. to explore a potential acquisition of a controlling stake in Hyundai Mobis Co., Ltd.'s lighting business. If completed, this acquisition would result in a significant expansion of OPmobility's lighting business, including through further expansion of its geographic footprint in Asia. Negotiations regarding this potential acquisition remain ongoing.

14. In addition to mergers and acquisitions, OPmobility also continues to grow its lighting business through joint ventures. For example, OPmobility participates in YFPO, a joint

venture in China between OPmobility and Yanfeng Group. YFPO is the leading company in China for exterior automotive body parts. In November 2025, OPmobility and Yangfeng agreed to expand YFPO to include, among other things, signature and decorative lighting solutions.

OPmobility's M&A Strategic Development

15. OPmobility's M&A strategy is integrated into and a central component of the company's global business planning, and its M&A plans are among the company's most valuable and highly guarded secrets.

16. OPmobility's corporate strategy is driven by its senior executive team, headed by its Chief Executive Officer, with oversight and input from the company's board of directors. The process is driven by the heads of the four business units, who are responsible for providing to senior management detailed reports that include assessments of client strategy, transformation plans and strategic growth strategies, including potential M&A strategies.

17. OPmobility conducts ongoing review of its corporate strategy and compiles this information into comprehensive documents provided to senior management, including in connection with a yearly strategy meeting every June (known internally as "Strat-plan") and bi-monthly management meetings that include the leads of the business groups, the CEO, and other company executives. This corporate strategy touches on all aspects of OPmobility's business, including its short- and long-term strategy and 2026-2030 business plan; assessments of its competitive standing and analysis of specific geographic markets; and overall pricing strategy. The synthesized analysis, reflected in (but not co-extensive with) the reports, is extremely sensitive and highly confidential.

18. At the "Strat-plan" meeting, the company's executive committee (referred to internally as the committee of directors) frankly discuss, among other things, the company's assessments of its strength and weaknesses, analysis of competitors and OPmobility's positioning

in the competitive landscape, and its assessment of customers, geographic markets, manufacturing and other operations, financial data and every other key aspect driving the company's operations and profitability.

19. In addition to that annual planning process, corporate strategy is reviewed and adjusted throughout the year in response to (among other things) new opportunities and changes in the market. Very often those opportunities include new M&A and joint venture opportunities that are presented to the company. In such situations, regular updates on M&A and joint venture opportunities are presented during strategic board meetings organized on a bi-monthly basis to assess the pros and cons of some opportunities.

OPmobility's M&A Trade Secrets

20. In connection with the above-described processes, OPmobility maintains significant internal data about its M&A strategy, including OPmobility's assessment of markets and market competitors, analyses of potential acquisition targets for which OPmobility signs non-disclosure agreements ("NDA"), plans for potential mergers, acquisitions, and joint ventures, term sheets for proposed M&A or joint venture opportunities; for potential deals that have progressed to an advanced stage, this also includes extensive due diligence, research and analysis to prepare management presentations, and significant work in support of contract negotiations. This includes OPmobility's assessments about whether to expand into certain businesses or geographic markets organically or through mergers, acquisitions, or joint ventures. OPmobility invests significant resources into developing this confidential M&A information.

21. OPmobility's proprietary M&A information is reflected in numerous internal, confidential, propriety OPmobility documents. For example:

- "Exterior & Lighting Restitution": An internal strategy document summarizing the company's strategic plans for its Exterior & Lighting

business for the period 2025 to 2030. This document reflects information relevant to OPmobility's strategy and potential plan to expand its business in certain markets through strategic partnerships. A true and correct copy of this document is attached to Plaintiffs' Trade Secret Disclosure Statement as Exhibit 10.

- "China Strategy": An internal strategy document that reflects the company's strategy related to the Chinese market, including strategic plans for its Exterior & Lighting business and OPmobility's assessment of the lighting market in the country. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 12.
- "Rest of Asia Strategies": An internal strategy document that reflects the company's strategy related to other markets in Asia, including strategic plans for its Exterior & Lighting business and OPmobility's assessment of the lighting market in the region. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 13.
- "General Presentation": An internal summary and evaluation of OPmobility's pending acquisition of a majority stake in Hyundai Mobis's lighting business. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 16.
- "Project Rolex Carve Out Memo": An internal summary and evaluation of OPmobility's pending acquisition of a majority stake in Hyundai Mobis's lighting business. A true and correct copy of this document is attached to the Trade Secret Disclosure Statement as Exhibit 14.
- Confidential business information related to OPmobility's acquisition of Hyundai Mobis's lighting business, including the confidential draft memorandum of understanding. A true and correct copy of a confidential draft memorandum of understanding is attached to the Trade Secret Disclosure Statement as Exhibit 15.

22. OPmobility's proprietary M&A information is highly confidential and closely guarded, as the information is used by OPmobility personnel to inform a number of critical business decisions affecting the company's financial future, such as when and where to invest in new growth or expansion of different business lines, what seemingly attractive business investment or merger opportunities should be set aside, and whether certain business partnerships are likely to be fruitful. OPmobility gains tremendous value from this proprietary confidential information, including by keeping it confidential from the public.

OPmobility Protects its M&A Trade Secrets

23. OPmobility takes pains to ensure that non-public company information remains confidential. By way of example, OPmobility maintains a comprehensive Information Protection and Classification Policy that directs employees to designate and label documents confidential according to their content and the risk posed by the disclosure of that information, including "Confidential – Internal," "Confidential – Controlled," or "Confidential – Restricted." The designations indicate to employees that they cannot share the information publicly or otherwise disclose the information without authorization, and assist in policing and correcting inevitable mistakes by putting unauthorized recipients on notice that they have received confidential data to which they should not be privy. In addition to these specific labels, OPmobility employees may signal that a document is confidential by using additional or similar markings, such as headers, footers, watermarks, or other indicators that state a document is "Strictly Confidential" or "Internal/Confidential."

24. As another example, OPmobility protects its confidential information through the use of NDAs or confidentiality agreements when pursuing potential mergers, acquisitions, or joint ventures. The company requires all potential merger and acquisition targets to sign an NDA or confidentiality agreement. OPmobility may also require company employees working on a potential merger, acquisition, or joint venture to execute an internal NDA specific to the project.

25. To protect the most sensitive information that might be disclosed in the course of a potential M&A deal, such as commercial privileged information, OPmobility utilizes "clean teams": a group of external third parties (i.e., parties not on either side of an M&A deal) and nonoperational employees who act as a "black box" to receive sensitive commercial information

disclosed by OPmobility and other parties to an M&A deal. The clean team then generally provides that information to decisionmakers at an appropriately aggregated or high-level form.

Laurent Favre's Role in Overseeing OPmobility's M&A, His Access to Its M&A Trade Secrets, and Departure

26. Laurent Favre was employed by OPmobility as its Chief Executive Officer from January 1, 2020 to November 6, 2025.

27. While employed at OPmobility, Mr. Favre and the rest of the senior management team at OPmobility had decision-making authority about which M&A and joint venture opportunities to pursue. In that role, Mr. Favre had access to and received OPmobility's confidential proprietary M&A information. For example, Mr. Favre attended OPmobility's yearly "Strat-plan" meeting among the senior management referenced above, and he received multiple confidential OPmobility documents in connection with that meeting, including documents I list above.

28. Mr. Favre also participated in strategic board meetings occurring as follow up to the annual strategic planning explained above. At these strategic planning meetings, Mr. Favre and other high-level executives would occasionally discuss OPmobility's strategy and plans related to M&A and joint ventures.

29. In addition to his participation in these yearly and period strategy meetings, Mr. Favre oversaw and made strategic decisions related to all of the company's M&A and joint venture activity. For example, Mr. Favre was fully involved in, and approved, OPmobility's expansion of its YFPO joint venture with Yanfeng group discussed above. Mr. Favre also oversaw and approved the company's decision to enter into negotiations with Hyundai Mobis to acquire a majority stake in its lighting business. In connection with both transactions, Favre received confidential, proprietary information and documents, including "General Presentation," "Project Rolex Carve

Out Memo," and the draft memorandum of understanding. Mr. Favre also received, and made strategic decisions about, M&A or joint venture opportunities that OPmobility ultimately decided not to pursue.

30. Mr. Favre's employment at OPmobility ended on November 6, 2025. OPmobility has since received information indicating that Mr. Favre has met with OPmobility's banking partners in support of his anticipated role with Marelli.

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

Executed this 25/08/2026

Guillaume Leullier
Guillaume Leullier (Aug 25, 2026 10:57:32 GMT+2)

Guillaume Leullier

Guillaume Leullier Declaration

Final Audit Report 2026-08-25

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