Docket #0072 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 GESTION, OPMOBILITY SE, OPMOBILITY HOLDING USA INC., AND OPMOBILITY LIGHTING HOLDING'S MOTION FOR LEAVE TO FILE EXHIBITS IN SUPPORT OF AMENDED COMPLAINT AND MOTION FOR PRELIMINARY INJUNCTION UNDER SEAL

[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.

Pursuant to 11 U.S.C. §§ 105(a), 107(b), 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Rule 9018 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 9018-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), Plaintiffs OPmobility Gestion, OPmobility SE, OPmobility Holding USA Inc., and OPmobility Lighting Holding (collectively, "OPmobility") move for leave to file under seal (a) Plaintiffs' Trade Secret Disclosure Statement, Adv. D.I. 69 and the Exhibits attached thereto; and (b) Exhibits 1-4 of the Declaration of Sandrine Ledru in Support of Plaintiffs' Motion for Preliminary Injunction, Adv. D.I. 71. In support, OPmobility states as follows:

BACKGROUND

1. OPmobility commenced this Adversary Proceeding on June 16, 2026. On August 21, 2026, OPmobility filed an Amended Complaint, seeking to prevent Defendants' misappropriation of OPmobility's trade secrets, their tortious interference with OPmobility's Employment Contract with its former CEO, Laurent Favre, and their aiding and abetting Favre's breach of fiduciary duty to OPmobility. Adv. D.I. 68.

2. Because OPmobility is a French company, its documents and information located in France are subject to French Law No. 68-678 of July 26, 1968, relating to the Communication of Economic, Commercial, Industrial, Financial, or Technical Documents and Information to Foreign Individuals or Legal Entities, as modified by Law No. 80-538 of July 16, 1980 (Article 1 bis) (the "French Blocking Statute"), which required the Court to appoint a commissioner to review and approve any French documents before they are filed in this case. *See* Adv. D.I. 18 ¶¶ 3–5. OPmobility filed its motion to appoint Alexander Blumrosen as a commissioner on June 23, 2026, *see* Adv. D.I. 18, which the Court granted on July 23, 2026. *See* Adv. D.I. 53.

3. On August 7, 2026, the Court entered an agreed Confidentiality Agreement and Stipulated Protective Order (the "Protective Order") governing the use of confidential documents in this case. *See* Adv. D.I. 61-1. Pursuant to the Protective Order, any party can designate confidential material as "Confidential" or "Highly Confidential," and a party must move to seal any confidential documents when the party files them. *Id.* ¶ 14.

4. Following Mr. Blumrosen's appointment, and his review and approval of certain documents for use by OPmobility in the instant proceeding, OPmobility filed its Amended Adversary Complaint on August 21, 2026. *See* Adv. D.I. 68. The same day, OPmobility filed a Plaintiffs' Trade Secret Disclosure Statement (the "Trade Secret Disclosure") as Exhibit A, which contains a detailed list of the trade secrets OPmobility claims in this case, including specific documents attached to the Trade Secret Disclosure. *See* Adv. D.I. 69. On August 25, 2026, OPmobility filed its Motion for a Preliminary Injunction and attached highly confidential supporting documents to the Declaration of Sandrine Ledru (the "Ledru Declaration") in Support of Plaintiffs' Motion for a Preliminary Injunction, including relevant corporate policies and Mr. Favre's Permanent Employment Agreement. *See* Adv. D.I. 70-71.

5. Consistent with the Protective Order, OPmobility designated the Trade Secret Disclosure, all documents attached to the Trade Secret Disclosure, and the exhibits attached to the Ledru Declaration as "Highly Confidential – Attorneys' Eyes Only" and filed them under seal. OPmobility now moves for an order granting leave to file those materials under seal.

ARGUMENT

6. Bankruptcy Courts are empowered, and required, to issue protective orders to protect the confidentiality of trade secrets and other confidential information. Section 105(a) of the Bankruptcy Code gives bankruptcy courts broad authority to "issue any order, process, or

judgment that is necessary or appropriate to carry out the provisions of" Title 11, including section 107. *See* 11 U.S.C. § 105(a). Section 107(b)(1), in turn, provides that "[o]n request of a party in interest, the bankruptcy court *shall* . . . protect an entity with respect to a trade secret or confidential research, development, or commercial information[.]" *Id.* § 107(b)(1) (emphasis added). Because section 107's language is "mandatory," if information falls within the purview of section 107, the court "lacks discretion to decline to protect" it. *In re ESML Holdings Inc*, 135 F.4th 80, 96 (3d Cir. 2025). Information must be protected under section 107 if there is an "actual and objective" risk that disclosure of the information "would detrimentally affect the producing party's competitive standing."[2] *Id.* at 97.

7. That mandate comports with the principles articulated by trade secret bar and recommended for all trade secret litigation. *See* The Sedona Conference, *Commentary on Protecting Trade Secrets in Litigation About Them*, 23 Sedona Conf. J. 741 (2022). As the Sedona Conference explains, "[b]ecause public disclosure of a trade secret in litigation could destroy its value, if the trade secret owner establishes that certain information reveals all or a meaningful part of a trade secret, such information should be restricted from public disclosure, in both filings and open court." *Id.* Accordingly, "[a] court does not need to make a conclusive determination as to whether a party's information qualifies as a trade secret before ordering appropriate protections." *Id.* Absent such a rule, a party seeking legal protection for its trade secrets or other confidential

[2] Courts typically apply a common law standard to sealing motions that requires a showing that disclosure would "work a clearly defined and serious injury to the party seeking closure." *In re Avandia Mktg., Sales Pracs. & Prods. Liab. Litig.*, 924 F.3d 662, 671 (3d Cir. 2019) (quoting *Pansy v. Borough of Stroudsburg*, 23 F.3d 772, 786 (3d Cir. 1994)). Section 107 "displaces" this common law standard with the "not as onerous" actual and objective risk standard. *In re ESML Holdings*, 135 F.4th at 96 (explaining the section 107 standard "differs from the common law doctrine in degree, rather than kind").

information would be forced to decide between availing itself of the courts and putting those trade secrets at risk.

8. Bankruptcy Rule 9018 provides the procedure for a sealing motion under section 107. Under Rule 9018, a Bankruptcy Court "may, with or without notice, issue any order that justice requires to . . . protect the estate or any entity regarding a trade secret or other confidential research, development, or commercial information." *See also* Local Rule 9018-1.

9. OPmobility's Trade Secret Disclosure and its exhibits list contain the exact trade secrets OPmobility claims in this case, which, by definition, would detrimentally affect its competitive standing were they public. Likewise, the exhibits to the Ledru Declaration reflect internal confidential policies and systems OPmobility utilized to protect the secrecy of its trade secret information, including information about the company's IT safeguards and Laurent Favre's Employment Contract with the company. Not only are these documents treated as confidential within OPmobility (most are marked with internal company labels that designate a company as confidential), but OPmobility also marked them as highly confidential pursuant to the Court's Protective Order before filing or producing them. *See In re Essar Steel Minnesota LLC*, No. 16-11626 (CTG), 2025 WL 2551029, at *7 (Bankr. D. Del. Sept. 4, 2025) (denying motion to unseal fully sealed corporate documents protectable under section 107); Order, *I-Mab Biopharma v. Inhibrx, Inc. et al.*, No. 1:22-cv-00276-CJB (D. Del. Mar. 2, 2022), ECF No. 10 (sealing complaint allegations regarding trade secrets).

CONCLUSION

WHEREFORE, OPmobility respectfully requests entry of an order substantially in the form attached hereto as **Exhibit A** pursuant to sections 105(a) and 107(b) of the Bankruptcy Code, Bankruptcy Rule 9018, and Local Rule 9018-1, authorizing it to file under seal (a) Plaintiffs' Trade Secret Disclosure Statement, Adv. D.I. 69 and the Exhibits attached thereto; and (b) Exhibits 1-4

of the Declaration of Sandrine Ledru in Support of Plaintiffs' Motion for Preliminary Injunction, Adv. D.I. 71.

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Dated: August 25, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Jacob R. Kirkham

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EXHIBIT A

Proposed Order

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ORDER GRANTING PLAINTIFFS OPMOBILITY GESTION, OPMOBILITY SE, OPMOBILITY HOLDING USA INC., AND OPMOBILITY LIGHTING HOLDING'S MOTION FOR LEAVE TO FILE EXHIBITS IN SUPPORT OF AMENDED COMPLAINT AND MOTION FOR PRELIMINARY INJUNCTION UNDER SEAL

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Upon consideration of Plaintiffs OPmobility Gestion, OPmobility SE, OPmobility Holding USA Inc., and OPmobility Lighting Holding's Motion for Leave to File Exhibits in Support of Amended Complaint and Motion for Preliminary Injunction Under Seal (the "Motion to Seal"); and this Court having jurisdiction to consider the Motion to Seal and the relief request therein; and due and proper notice of the Motion having been provided; and it appearing that no further notice of the Motion to Seal need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**.

2. Plaintiffs shall not be required to file public versions of the sealed materials.