Docket #0081 Date Filed: 9/11/2026

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

| | |
|---|---|
| In re:<br><br>MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]<br><br>Debtors. | Chapter 11<br><br>Case No. 25-11034 (CTG)<br><br>(Jointly Administered) |
| OPMOBILITY GESTION; OPMOBILITY SE; OPMOBILITY HOLDING USA, INC.; and OPMOBILITY LIGHTING HOLDING,<br><br>Plaintiffs,<br><br>v.<br><br>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,<br><br>Defendants. | Adv. Pro. No. 26-50470 (CTG) |

**DEFENDANTS' MOTION TO DISMISS THE FIRST AMENDED COMPLAINT FOR FAILURE TO STATE A CLAIM UNDER RULE 12(b)(6)**

[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.

2511034260911000000000005

# TABLE OF CONTENTS

**Page**

**I. INTRODUCTION ..... 1**

**II. STATEMENT OF FACTS ..... 3**

A. The Parties ..... 3

B. Factual Background ..... 4

C. OPmobility's Claims ..... 5

**III. LEGAL STANDARD ..... 7**

**IV. ARGUMENT ..... 8**

A. OPmobility's Improper Use of Group Pleading Does Not Satisfy Rule 8's Pleading Requirements ..... 9

B. The FAC Should Be Dismissed for Failure to State a Claim Upon Which Relief Can Be Granted ..... 11

1. OPmobility Fails to Sufficiently Plead a Claim Under the DTSA and DUTSA ..... 11

2. OPmobility's Tortious Interference and Aiding and Abetting Claims Are Not Cognizable Under Delaware Law ..... 21

3. OPmobility Fails to Sufficiently Plead a Claim for Tortious Interference with Contract ..... 23

4. OPmobility Fails to Sufficiently Plead a Claim for Aiding and Abetting Breach of Fiduciary Duty ..... 26

**V. CONCLUSION ..... 29**

# TABLE OF AUTHORITIES

**Page(s)**

**Cases**

*Accenture Glob. Servs. GMBH v. Guidewire Software Inc.*,
581 F. Supp. 2d 654 (D. Del. 2008).....14, 17, 18

*Adverio Pharma GmbH v. Alembic Pharms. Ltd.*,
2019 WL 581618 (D. Del. Feb. 13, 2019).....7, 9

*Agilent Techs., Inc. v. Kirkland*,
2009 WL 119865 (Del. Ch. Jan. 20, 2009).....24

*AlixPartners, LLP v. Mori*,
2022 WL 1111404 (Del. Ch. Apr. 14, 2022).....12

*Arunachalam v. IBM Corp.*,
2021 WL 7209362 (D. Del. Dec. 29, 2021).....10

*ASDI, Inc. v. Beard Rsch., Inc.*,
11 A.3d 749 (Del. 2010).....25

*Ashcroft v. Iqbal*,
556 U.S. 662 (2009).....7, 8

*Backer v. Palisades Growth Cap. II, L.P.*,
246 A.3d 81 (Del. 2021).....27

*Battaglia Mgmt., Inc. v. Abramowicz*,
2024 WL 3183063 (D. Del. June 26, 2024).....11, 17, 21, 25

*Bell Atl. Corp. v. Twombly*,
550 U.S. 544 (2007).....7, 8

*Bepex Int'l, LLC v. Micron BV*,
2023 WL 2975699 (D. Minn. Apr. 17, 2023).....13

*Brightstar Corp. v. PCS Wireless, LLC*,
2019 WL 3714917 (Del. Super. Ct. Aug. 7, 2019).....15

*Buck v. Hampton Twp. Sch. Dist.*,
452 F.3d 256 (3d Cir. 2006).....5

*Burtch v. Zachem*,
2023 WL 6140247 (Bankr. D. Del. Sept. 19, 2023).....9

*Centrella v. Avantor, Inc.*,
2025 WL 3555119 (Del. Super. Ct. Nov. 24, 2025).....25

*In re Chicken Soup for the Soul Ent., Inc.*,
2025 WL 3533003 (Bankr. D. Del. Dec. 9, 2025).....19

*City of Miami v. JPMorgan Chase & Co.*,
171 F. Supp. 3d 1309 (S.D. Fla. 2016).....10, 12, 13

*In re Columbia Pipeline Grp., Inc. Merger Litig.*,
342 A.3d 324 (Del. 2025).....26, 27

*Com. Nat'l Ins. Servs., Inc. v. Buchler*,
120 F. App'x 414 (3d Cir. 2004).....24

*In re Dole Food Co. S'holder Litig.*,
2015 WL 5052214 (Del. Ch. Aug. 27, 2015).....27

*Dow Chem. Canada Inc. v. HRD Corp.*,
909 F. Supp. 2d 340 (D. Del. 2012).....11

*Ethypharm S.A. Fr. V. Bentley Pharm., Inc.*,
388 F. Supp. 2d 426 (D. Del. 2005).....21

*Fair Isaac Corp. v. Gurobi Optimization, LLC*,
2025 WL 2636403 (D. Del. Sept. 12, 2025).....14, 19

*Focus Fin. Partners, LLC v. Holsopple*,
250 A.3d 939 (Del. Ch. 2020).....22

*Grunstein v. Silva*,
2009 WL 4698541 (Del. Ch. Dec. 8, 2009).....27

*IDEXX Lab'ys, Inc. v. Bilbrough*,
2022 WL 3042966 (D. Me. Aug. 2, 2022) (reasoning adopted in *Fair Isaac Corp.*, 2025 WL 2636403, at *6).....18

*JPMorgan Chase Bank, Nat'l Ass'n v. Argus Info. & Advisory Servs. Inc.*,
765 F. Supp. 3d 367 (D. Del. 2025).....11, 12

*Kinship Partners, Inc. v. Embark Veterinary, Inc.*,
2022 WL 72123 (D. Or. Jan. 3, 2022).....18

*Labyrinth, Inc. v. Urich*,
2024 WL 295996 (Del. Ch. Jan. 26, 2024).....16, 17, 19

*Luminati Networks Ltd. v. BIScience Inc.*,
2019 WL 2084426 (E.D. Tex. May 13, 2019).....13

*Malpiede v. Townson*,
780 A.2d 1075 (Del. 2001) ..... 28

*Midwest Energy Emissions Corp. v. Arthur J. Gallagher & Co.*,
2021 WL 4350591 (D. Del. Sept. 24, 2021) ..... 10

*Montway LLC v. Navi Transp. Servs. LLC*,
826 F. Supp. 3d 532 (D. Del. 2026) ..... 23

*Nelson v. Fleet Nat'l Bank*,
949 F. Supp. 254 (D. Del. 1996) ..... 23

*Nemec v. Shrader*,
991 A.2d 1120 (Del. 2010) ..... 27

*New Enter. Assocs. 14, L.P. v. Rich*,
292 A.3d 112 (Del. Ch. 2023) ..... 24

*Phazr, Inc. v. Ramakrishna*,
2019 WL 5578578 (N.D. Tex. Oct. 28, 2019) ..... 16

*Phillips v. Cnty. of Allegheny*,
515 F.3d 224 (3d Cir. 2008) ..... 7

*ProV Int'l Inc. v. Lucca*,
2019 WL 5578880 (M.D. Fla. Oct. 29, 2019) ..... 12

*Sirius Fed., LLC v. Jelen*,
2023 WL 2213929 (D. Md. Feb. 24, 2023) ..... 18

*Stoltz v. Del. Real Est. Comm'n*,
473 A.2d 1258 (Del. Super. 1984) ..... 25

*Taylor v. Coca-Cola Co.*,
2020 WL 6799257 (N.D. Tex. Nov. 19, 2020) ..... 10

*In re Walt Disney Co. Derivative Litig.*,
907 A.2d 693 (Del. Ch. 2005) ..... 26

*WaveDivision Holdings, LLC v. Highland Cap. Mgmt., L.P.*,
49 A.3d 1168 (Del. 2012) ..... 24

*x.AI Corp. v. OpenAI, Inc.*,
821 F. Supp. 3d 1100 (N.D. Cal. 2026) ..... 16, 17

*You Map, Inc. v. Snap Inc.*, 2021 WL 106498 (D. Del. Jan. 12, 2021)
*report and recommendation adopted*, 2021 WL 327388 (D. Del. Feb. 1, 2021) ..... 21

*Young Women's Christian Ass'n of Rochester & Monroe Cnty. v. Hatteras Funds, LP*,
356 A.3d 459 (Del. Ch. 2026).....26

**Statutes**

6 Del. C. § 2001(2) .....20

6 Del. C. § 2007(a).....20

18 U.S.C. § 1836(b)(3)(A)(i)(I) .....18, 19

18 U.S.C. § 1836 et seq.....1, 18

18 U.S.C. § 1837(1) .....12

18 U.S.C. § 1837(2) .....11

18 U.S.C. § 1839(5) .....20

Delaware Uniform Trade Secrets Act (6 Del. C. § 2001 et seq.) .....1

Maryland Uniform Trade Secrets Act.....18

**Rules**

Fed. R. Civ. P. 8(a)(2).....7, 8

Fed R. Civ. P. 12(b)(6).....7

Rule 8 .....2, 8, 10

Rule 8(a).....9

**Other Authorities**

Restatement (Second) of Torts § 768.....24

## I. INTRODUCTION

Stripped of its conclusory and speculative allegations, OPmobility's[2] First Amended Complaint (the "FAC") tells a straightforward story: a high-profile executive, whom OPmobility considered critical to its business, left OPmobility of his own volition and was later recruited, through legitimate business channels, to lead Marelli. While OPmobility may be unhappy with that outcome, they do not have any actionable claims—as demonstrated by the FAC's inability to satisfy the basic pleading standards required to survive a motion to dismiss. OPmobility alleges, based solely on "information and belief" and unfounded speculation, that Defendants misappropriated trade secrets, tortiously interfered with OPmobility's employment contract with Laurent Favre, and aided and abetted Mr. Favre's breach of fiduciary obligations. Worse still, the FAC merely contains conclusory allegations that the Defendants are in possession of OPmobility's trade secrets. Tellingly, OPmobility does not set forth any allegations supporting an inference of any supposed use or disclosure of trade secrets by Defendants or any evidence of any wrongful or improper conduct by Defendants causing Mr. Favre's alleged breach of his employment contract or his fiduciary obligations.

Each of OPmobility's four claims should be dismissed.

***First***, the trade secret claims under the federal Defend Trade Secrets Act (18 U.S.C. § 1836 et seq.) (the "DTSA") and the Delaware Uniform Trade Secrets Act (6 Del. C. § 2001 et seq.) (the "DUTSA") fail as a matter of law. The FAC does not contain any allegations of actual misappropriation by Defendants. Nor does it contain specific allegations identifying how the purported trade secrets were improperly acquired, used, or disclosed by any Defendant. Further, the FAC does not allege that any acts of purported misappropriation took place in the United States

[2] "OPmobility" refers collectively to the Plaintiffs in this Adversary Proceeding.

or in Delaware, which is required for extraterritorial application of the DTSA to the Japanese Defendants and for all defendants under the DUTSA. The FAC's trade secret allegations boil down to Mr. Favre's alleged possession of OPmobility's confidential information and an announcement of his plans to work with the lenders of Marelli. This is not enough.

***Second***, OPmobility's tortious interference and aiding and abetting breach of fiduciary duty claims are not cognizable under Delaware law. The FAC does not allege that any acts forming the basis of the underlying claims occurred in Delaware, and Delaware tort law does not provide a cause of action for conduct occurring entirely in other jurisdictions. In addition, if OPmobility's DUTSA claim survives (and it should not), then the aiding and abetting breach of fiduciary duty claim and the tortious interference claim (to the extent such claims rely on a breach of Mr. Favre's confidentiality obligations) are preempted by the DUTSA because these claims arise from the same factual allegations underlying OPmobility's DUTSA claim.

***Third***, the tortious interference and aiding and abetting claims are both equally devoid of well-pled factual allegations and fail as a matter of law. The FAC fails to provide any support for the conclusory allegation that Mr. Favre breached his confidentiality obligations, which is a prerequisite for both claims. Nor does the FAC identify any wrongful or improper conduct by any Defendant that caused or aided the purported breach of Mr. Favre's confidentiality obligations. The aiding and abetting claim further fails because Mr. Favre cannot owe any continuing fiduciary duties to OPmobility following his departure from the company.

***Fourth***, compounding these deficiencies, the FAC impermissibly lumps seven distinct entities together as "Defendants" or "Marelli" (and, at times, lumps SVP together with Marelli even though they are not affiliated entities) without specifying which Defendant is responsible for what alleged conduct. This indiscriminate use of group pleading fails to satisfy Rule 8's notice

pleading requirements and makes it impossible to discern which Defendants allegedly did what, where, and when.

Accordingly, OPmobility's FAC does not state any plausible claim for relief. Rather, it is a fishing expedition initiated in hopes that discovery will somehow unearth evidence of wrongdoing that the FAC itself cannot plausibly allege. The Court should dismiss the FAC in its entirety.

## II. STATEMENT OF FACTS

### A. The Parties

This Adversary Proceeding arises from a prior employment relationship between non-party Laurent Favre and Plaintiff OPmobility SE. OPmobility SE is a European company with its registered and administrative offices located in France. FAC ¶ 30. The three remaining Plaintiffs comprise two additional French entities (OPmobility Gestion and OPmobility Lighting Holding), and one U.S. affiliate (OPmobility Holding USA, Inc., a corporation registered in Delaware and headquartered in Michigan). *Id.* ¶¶ 31-33.

The Defendants comprise a mix of foreign and domestic entities. Defendants Marelli Holdings Co., Ltd. and Marelli Corporation (the "Japanese Marelli Defendants") are Japanese stock corporations. *Id.* ¶¶ 34-35. Defendant Marelli North America, Inc. is a Tennessee corporation with its principal place of business in Tennessee; Defendant Marelli Tennessee USA LLC is a Michigan limited liability company with its principal place of business in Tennessee; Defendant Marelli Holding USA LLC is a Michigan limited liability company with its principal place of business in Michigan; and Defendant Marelli Automotive Lighting USA LLC is a Delaware limited liability company with its principal place of business in Michigan. *Id.* ¶¶ 36-39. Defendant Strategic Value Partners LLC ("SVP") is a Delaware limited liability company with its

principal place of business in Connecticut. *Id.* ¶ 40. SVP is a member of a group of Marelli lenders (the "Ad Hoc Group"). *Id.* ¶ 1.[3]

**B. Factual Background**

Mr. Favre is a citizen of France and the former Chief Executive Officer of OPmobility SE, which operates in France and is OPmobility's global parent. *Id.* ¶¶ 2, 15. Mr. Favre's employment with OPmobility was subject to a French-language contract that contained confidentiality and non-compete provisions and is governed by French law. *Id.* ¶¶ 55 & n.3, 56-59.

Mr. Favre's employment with OPmobility ended on November 6, 2025. *Id.* ¶ 61. About four months after Mr. Favre left OPmobility, an SVP employee living in the United Kingdom contacted OPmobility's executive team in France about the possibility of Mr. Favre becoming CEO of Marelli, offering to travel to Paris to discuss the potential appointment of Mr. Favre with OPmobility in person. *Id.* ¶¶ 5, 107-109. OPmobility subsequently objected to Mr. Favre's possible appointment on the basis of Mr. Favre's alleged confidentiality and non-compete obligations, and OPmobility threatened legal action against Mr. Favre, Marelli, and SVP. *Id.* ¶¶ 109-110, 118. Defendants communicated their belief that the non-compete was inapplicable and confirmed in writing to OPmobility that Mr. Favre had not disclosed any of OPmobility's confidential information to them. *Id.* ¶¶ 112, 115. In April of 2026, Marelli and the Ad Hoc Group issued press releases from Japan and Connecticut respectively announcing the Ad Hoc Group's intention "to appoint Laurent Favre as the company's future Chief Executive Officer," who would

[3] There have been no allegations in the FAC that either the Marelli Defendants or SVP have a contractual relationship with OPmobility giving rise to non-compete or confidentiality obligations.

work "closely with the Ad Hoc Group" and take over the position of Marelli CEO "in due course," assuming the Ad Hoc Group acquired control of Marelli.[4] *Id.* ¶¶ 119-120.

Around the same time, in response to OPmobility's threatened litigation, Mr. Favre filed a complaint in the French Nanterre Labor Court (the "French Court") against OPmobility SE and OPmobility Gestion seeking, among other things, an order declaring that the non-competition provisions of the employment agreement were inapplicable and/or unenforceable as to Marelli. *See* Dkt. 28 (Defendants' Cross-Mot. to Stay) at 2-3.

**C. OPmobility's Claims**

On June 16, 2026, Plaintiffs brought this adversary action against Defendants alleging misappropriation of trade secrets in violation of the DTSA and the DUTSA, tortious interference with the confidentiality and non-competition provisions of Mr. Favre's employment contract and aiding and abetting breach of fiduciary duty based on Mr. Favre's alleged disclosure and use of OPmobility confidential information. FAC ¶¶ 1-3. On August 21, 2026, Plaintiffs filed the FAC. Plaintiffs did not include Mr. Favre as a party to this action or bring any claims against Mr. Favre in either their original filing or the FAC.

OPmobility alleges that Mr. Favre's prior role as CEO gave him access to confidential information, which the FAC describes as falling into the categories of "corporate strategy," "customer information," "merger, acquisition, and joint venture information," and "pricing

[4] *See* Press Release, Ad Hoc Group of Marelli Lenders Announces Plan to Appoint Laurent Favre as Future Company CEO, PR Newswire (Apr. 2026), https://www.prnewswire.com/news-releases/ad-hoc-group-of-marelli-lenders-announces-plan-to-appoint-laurent-favre-as-future-company-ceo-302740664.html; Press Release, Marelli Announces Leadership Appointments, Marelli (Apr. 2026), https://www.marelli.com/en/news/marelli-announces-leadership-appointments.html. These documents are incorporated by reference in the FAC (¶¶ 119-120) and are properly subject to judicial notice. *See Buck v. Hampton Twp. Sch. Dist.*, 452 F.3d 256, 260 (3d Cir. 2006).

strategy and structure." *Id.* ¶¶ 2, 80-84. OPmobility alleges that, while employed by OPmobility, Mr. Favre sent company documents containing OPmobility purported trade secrets from his corporate email account to a personal email account. *Id*. ¶¶ 63-65. OPmobility alleges that, prior to his departure from OPmobility, Mr. Favre also researched how to copy the contents of an Outlook email inbox to a Gmail account. *Id*. ¶¶ 66-67. The FAC does not allege or contain a single fact regarding what, if any, involvement (or knowledge) Defendants had in Mr. Favre's alleged document transfers or search activities while at OPmobility. Nor does the FAC allege there was any communication between Defendants and Mr. Favre prior to Mr. Favre's departure from OPmobility.

OPmobility alleges that, starting in May of 2026, around six months after he left OPmobility, Mr. Favre began to hold himself out as working on Marelli's behalf by meeting with current and potential customers of Marelli, engaging with shareholders, and visiting Marelli plants in Italy. *Id.* ¶¶ 23, 131. OPmobility alleges that, "[o]n information and belief, those actions were directed by SVP and undertaken by Mr. Favre in his capacity as an SVP agent or employee, but also on behalf of and for the benefit of Marelli." *Id*. ¶ 6. Based on these activities, OPmobility alleges that Mr. Favre *must have* disclosed its trade secrets to Defendants, and that Defendants must have used this information to inform Marelli's strategic planning and compete with OPmobility. *Id.* ¶¶ 30-41, 142-143. Notably, there are no specific allegations in the FAC regarding what trade secrets were disclosed or how Defendants allegedly acquired, used, or disclosed those purported trade secrets. Separately, OPmobility alleges that even absent any actual disclosure, Mr. Favre cannot work for Marelli "without inevitably calling upon and disclosing OPmobility's trade secrets" given his prior knowledge and the purported competitive overlap between the companies. *Id.* ¶ 152; *see also id.* ¶¶ 24, 132.

Finally, OPmobility asserts claims for tortious interference and aiding and abetting breach of fiduciary duty based on the same set of alleged facts. OPmobility alleges that Defendants' recruitment of Mr. Favre was a "significant factor" in causing him to breach his confidentiality and non-compete obligations. *Id.* ¶¶ 114, 163. OPmobility further alleges that Mr. Favre owed a continuing fiduciary duty to OPmobility not to use OPmobility's confidential information, and that Defendants knowingly facilitated his breach of that duty by recruiting Mr. Favre to serve as Marelli's global CEO and working closely with him. *Id.* ¶¶ 60-61, 172. OPmobility does not, however, allege that Defendants induced Mr. Favre to download or email any OPmobility documents or that Defendants ever actually received or used these documents. Rather, these claims rest on the same premise as OPmobility's trade secret allegations: that Mr. Favre's work with the Ad Hoc Group and Marelli necessarily involves the disclosure or use of OPmobility's confidential information allegedly in Mr. Favre's possession.

## III. LEGAL STANDARD

Federal Rule of Civil Procedure 8(a)(2) requires "a short and plain statement of the claim showing that the pleader is entitled to relief." *Phillips v. Cnty. of Allegheny*, 515 F.3d 224, 231 (3d Cir. 2008) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007)). The complaint must "give the defendant fair notice of what the . . . claim is and the grounds upon which it rests." *Id*. "[A]llegations lumping multiple defendants together without providing allegations of individual conduct are frequently . . . insufficient to satisfy the notice pleading standard." *Adverio Pharma GmbH v. Alembic Pharms. Ltd.*, 2019 WL 581618, at *6 (D. Del. Feb. 13, 2019).

To survive a motion to dismiss under Rule 12(b)(6), "a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). Facial plausibility requires that there be sufficient factual allegations from which "to draw the reasonable inference that the defendant is liable for the

misconduct alleged." *Id.* "[L]abels and conclusions, and a formulaic recitation of the elements" of claims will not suffice. *Twombly*, 550 U.S. at 555. A court must take all of the well-pled factual allegations in the complaint as true but is "not bound to accept as true a legal conclusion couched as a factual allegation." *Id.*

## IV. ARGUMENT

Each of OPmobility's claims fails as a matter of law and should be dismissed. As a threshold matter, the FAC fails to satisfy Rule 8's notice pleading requirements because it impermissibly lumps all Defendants together without specifying which Defendant is responsible for what conduct. As a legal matter, OPmobility's trade secret claims fail because the FAC does not: (i) allege any acts of misappropriation by Defendants (including how any Defendant acquired, received, used, or disclosed any OPmobility trade secrets) or (ii) allege any relevant conduct in the United States or Delaware to support extraterritorial application of the DTSA (over foreign Defendants) and DUTSA (over all Defendants). OPmobility's common law claims for tortious interference and aiding and abetting breach of fiduciary duty are preempted by DUTSA and not cognizable under Delaware law because they lack any meaningful connection to the state. In any event, these two claims also fail because they are devoid of well-pled allegations regarding any wrongful conduct by Defendants in causing or aiding any purported breach.

### A. OPmobility's Improper Use of Group Pleading Does Not Satisfy Rule 8's Pleading Requirements

The FAC fails to satisfy Rule 8's pleading requirements because it fails to differentiate among the seven Defendants, instead impermissibly lumping them together throughout. An adequately pleaded complaint must provide a short and plain statement of the claim supported by sufficient factual allegations to permit the court to reasonably infer that the defendant is liable for the alleged misconduct. *See Twombly*, 550 U.S. at 557–58 (citing Fed. R. Civ. P. 8(a)(2)). When

defendants are separate legal entities, courts assess whether the pleading states a facially plausible claim as to *each individual defendant*, rather than against the defendants collectively. This Court has consistently held that a complaint is inadequate when it lumps multiple defendants together without specifying which defendant is responsible for what conduct. *See, e.g.*, *Adverio Pharma*, 2019 WL 581618, at *6 (explaining that "allegations lumping multiple defendants together without providing allegations of individual conduct are frequently . . . insufficient to satisfy the notice pleading standard"); *Burtch v. Zachem*, 2023 WL 6140247, at *3 (Bankr. D. Del. Sept. 19, 2023) ("Even under the most liberal notice pleading requirements of Rule 8(a), a plaintiff must differentiate between defendants.").

Here, even if there were sufficient allegations, the FAC improperly lumps all Defendants together as simply "Defendants" (or the seven Marelli Defendants together as "Marelli"), and lumps together Marelli and SVP even though they are not corporate affiliates, without specifying which Defendant is responsible for which act, falling well short of Rule 8(a)'s requirement that each defendant is put on sufficient notice of the allegations against them. For example, OPmobility alleges: "Defendants have acquired, accessed and threatened to access . . . OPmobility's trade secrets" (FAC ¶ 141); "Defendants' intentional acts . . . were and are a significant factor in causing Mr. Favre to breach his Employment Contract" (*id.* ¶ 163); and "Defendants had actual knowledge that Mr. Favre owed a fiduciary duty to OPmobility" (*id.* ¶ 171). The FAC does not name any specific Marelli Defendant or SVP in any substantive allegation, much less allege any specific action taken by an individual Marelli Defendant or SVP. Nor does the FAC allege facts distinguishing the conduct or knowledge of one Marelli entity from another, or Marelli from SVP.

OPmobility improperly seeks to rely on the corporate relationship between the Marelli Defendants to support their shotgun pleading, alleging, for example, that "Marelli Holding USA,

a Michigan limited liability company, is the direct parent of Marelli Tennessee USA LLC and Marelli Automotive Lighting USA LLC." *Id.* ¶ 143. But courts in this and other districts have consistently held that a mere parent-subsidiary relationship is insufficient to plausibly allege that a group of legally separate corporate defendants are liable for the alleged wrongdoing as an undifferentiated group. *See, e.g.*, *Midwest Energy Emissions Corp. v. Arthur J. Gallagher & Co.*, 2021 WL 4350591, at *2–4 (D. Del. Sept. 24, 2021) (holding that parent-subsidiary relationship alone does not establish liability for the parent or overcome improper group pleading); *Taylor v. Coca-Cola Co.*, 2020 WL 6799257, at *2 (N.D. Tex. Nov. 19, 2020) (dismissing tort claims against two affiliated Coca-Cola defendants where plaintiffs "have not identified which defendant is responsible for which acts"); *City of Miami v. JPMorgan Chase & Co.*, 171 F. Supp. 3d 1309, 1313–14 (S.D. Fla. 2016) (dismissing complaint as violating Rule 8 for "lumping together four separate corporate defendants under the fictional name 'JPMorgan,'" including a parent holding company and two affiliates, "and then making undifferentiated allegations against that composite entity").

OPmobility's pleading failure deprives each Defendant of the ability to determine the specific allegations against it and deprives the Court of any basis to evaluate liability as to any individual Defendant, as Rule 8 requires. In short, it is "impossible to discern which Defendants allegedly did what, where, or when." *Arunachalam v. IBM Corp.*, 2021 WL 7209362, at *8 (D. Del. Dec. 29, 2021) ("[T]he Amended Complaint fails to link claims to specific defendants and constitutes impermissible group pleading."). The FAC should therefore be dismissed in its entirety, or, at a minimum, as to each Defendant not specifically tied to well-pleaded factual allegations of individual wrongdoing.

### B. The FAC Should Be Dismissed for Failure to State Claims Upon Which Relief Can Be Granted

#### 1. OPmobility Fails to Sufficiently Plead a Claim Under the DTSA and DUTSA

To state a claim under either DTSA or DUTSA, a plaintiff must plausibly allege the following: "(1) the existence of a trade secret, which is information with independent economic value from not being generally known or ascertainable that the owner has taken reasonable measures to keep secret; and (2) misappropriation of that trade secret, which is the knowing improper acquisition, use, or disclosure of that trade secret." *Battaglia Mgmt., Inc. v. Abramowicz*, 2024 WL 3183063, at *3 (D. Del. June 26, 2024) (citing *Dow Chem. Canada Inc. v. HRD Corp.*, 909 F. Supp. 2d 340, 346 (D. Del. 2012)). Both statutes carry a presumption against extraterritoriality. To overcome this presumption, the DTSA requires, in the context of foreign defendants, that an "act in furtherance" of the misappropriation must have occurred in the United States. *See* 18 U.S.C. § 1837(2). The DUTSA imposes an even higher standard, requiring that the misappropriation occur in Delaware or "all over the country" before the statute may be applied to any foreign *or* domestic Defendant. *See JPMorgan Chase Bank, Nat'l Ass'n v. Argus Info. & Advisory Servs. Inc.*, 765 F. Supp. 3d 367, 380 (D. Del. 2025). OPmobility's trade secret claims fail on multiple grounds.

##### a. *DTSA and DUTSA Do Not Apply to Purely Extraterritorial Conduct*

OPmobility's trade secret claims under the DTSA (against the Japanese Marelli Defendants) and DUTSA (against all defendants) should be dismissed because the FAC fails to allege any acts of misappropriation in the United States or in Delaware. The DTSA applies extraterritorially only where "an act in furtherance of the offense was committed in the United States" (18 U.S.C. § 1837(2)), or the defendant is "an organization organized under the laws of the

United States or a State or political subdivision thereof" (18 U.S.C. § 1837(1)). The District of Delaware has held that DUTSA does not apply where a plaintiff fails to allege that any misappropriation occurred in Delaware, even if all parties are Delaware corporations. *See JPMorgan Chase*, 765 F. Supp. 3d at 380 ("[I]f defendants did not misappropriate [plaintiff's] trade secrets in Delaware, then the Delaware Act does not apply.").

Here, the alleged misappropriation, if any, could only have occurred outside the United States. The FAC alleges in relevant part that Mr. Favre—a *French* citizen residing in *France* at the time of much of the alleged conduct and currently residing in the *United Kingdom*—acquired confidential information while employed by a *French* company, participated in meetings with Marelli customers and shareholders, and made visits to Marelli plants in *Italy*. FAC ¶¶ 23, 131. The FAC contains no allegations suggesting that either Japanese Marelli Defendant "attempted to recruit an employee from the United States, that the defendants acquired in the United States the defendants' 'trade secrets,' or that the defendants used the trade secrets in the United States." *ProV Int'l Inc. v. Lucca*, 2019 WL 5578880, at *3 (M.D. Fla. Oct. 29, 2019) (dismissing DTSA claims). Nor does the FAC contain allegations that any misappropriation of OPmobility's information occurred in Delaware, as required to invoke the Delaware statute for *any* Defendant. *See, e.g.*, *JPMorgan Chase*, 765 F. Supp. 3d at 380–81; *AlixPartners, LLP v. Mori*, 2022 WL 1111404, at *18 (Del. Ch. Apr. 14, 2022) (where complaint alleged that "an Italian citizen living and working in Italy, misappropriated [] trade secrets by copying documents in Italy," holding that "[t]he fact that two of the Plaintiffs are Delaware entities and [Defendant] was a partner in a Delaware limited liability partnership does not overcome the presumption against DUTSA's extraterritoriality.").

OPmobility's conclusory allegations in the FAC that "[e]ach of the Defendants committed a domestic act in furtherance of its access, threat to access, use, and threat to use OPmobility's

misappropriated trade secrets," FAC ¶ 143, are insufficient to overcome the presumptions against extraterritoriality for the DTSA and DUTSA. The FAC alleges, in essence, that each of the Defendants participated in the misappropriation by generally participating in Marelli's business and receiving an "economic benefit" flowing from the alleged misappropriation. *See id*. But courts have drawn a clear conceptual line between the offense itself (acquisition, disclosure, or use of a trade secret) and the economic consequences that flow from it—with the latter being categorically outside the scope of the DTSA's extraterritoriality provision. *See Luminati Networks Ltd. v. BIScience Inc.*, 2019 WL 2084426, at *10 (E.D. Tex. May 13, 2019) (explaining that acts that occur after the alleged misappropriation is "fully completed" are not acts "in furtherance of" the offense).

OPmobility may not rely on allegations of vague "economic benefit[s]" to the Defendants from the alleged misappropriation "driving sales and growth in U.S. markets," nor on generalized domestic or in-state harm. FAC ¶ 143. Rather, "any misappropriation would have happened when defendants improperly used or disclosed [plaintiff's] trade secrets," and "[t]he complaint never alleges that defendants did *that* in Delaware." *JPMorgan Chase*, 765 F. Supp. 3d at 380–81 (dismissing DUTSA claim for failure to plead any misappropriation in Delaware despite allegations that all parties were incorporated in Delaware and that the trade secrets were shared with defendants from Delaware); *Bepex Int'l, LLC v. Micron BV*, 2023 WL 2975699, at *8 (D. Minn. Apr. 17, 2023) (defendants' alleged receipt of royalty payments for "sales abroad based upon allegedly misappropriated trade secrets are insufficient to meet DTSA's extraterritoriality provision"); *Luminati*, 2019 WL 2084426, at *10 ("causing harm to [plaintiff's business] in the United States via lost customers is not enough to state a claim actionable under the DTSA." (quotations omitted)).

Accordingly, OPmobility's DTSA claim against the two Japanese Marelli Defendants and its DUTSA claim against all Defendants must be dismissed for lack of extraterritorial reach.

b. *OPmobility Fails to Plausibly Allege Any Misappropriation*

OPmobility's trade secret claims also fail to present any factual allegations of misappropriation. OPmobility does not allege that any Defendant ever received a particular trade secret belonging to OPmobility, reviewed a confidential document belonging to OPmobility, attended a meeting where OPmobility's trade secrets were disclosed, or otherwise actually obtained or knowingly used confidential information belonging to OPmobility.

The FAC, as in Plaintiffs' original Complaint, contains only conclusory assertions that "Defendants have . . . accessed, acquired, remained in possession of, used, and/or disclosed" OPmobility trade secrets because Mr. Favre (not Defendants) allegedly impermissibly retained confidential information from his previous role at OPmobility, and that Mr. Favre now works "'closely' with the Ad Hoc Group 'to support Marelli's *ongoing* restructuring and strategic planning,'" including meeting with the Marelli Defendants' customers and business partners. FAC ¶¶ 122, 131, 136, 141.

Critically, the FAC fails to allege that any Marelli Defendant or SVP ever acquired OPmobility's trade secrets, and if so, how. *See Accenture Glob. Servs. GMBH v. Guidewire Software Inc.*, 581 F. Supp. 2d 654, 663 (D. Del. 2008) (dismissing DUTSA claim where the complaint failed to plausibly allege defendant obtained the information by improper means, or the nature of such means); *Fair Isaac Corp. v. Gurobi Optimization, LLC*, 2025 WL 2636403, at *6 (D. Del. Sept. 12, 2025) (dismissing a DTSA claim where the former employee allegedly retained knowledge of trade secrets with no specific acts of disclosure or use alleged). Nor does OPmobility adequately plead that Defendants improperly used OPmobility's trade secrets. Indeed, the FAC is "devoid of any specific details suggesting how [Defendants] impermissibly used" OPmobility's

trade secrets, instead resorting to generalized, conclusory statements that Defendants "used" and "threaten to use" OPmobility trade secrets. *Brightstar Corp. v. PCS Wireless, LLC*, 2019 WL 3714917, at *8 (Del. Super. Ct. Aug. 7, 2019) ("Brightstar's Complaint asserts only that PCS misappropriated Brightstar's pricing information and used it to solicit business from Brightstar's suppliers . . . without any supporting factual allegation whatsoever," and thus "fail[s] to put the opposing party on notice of the claim being brought against it.") (citation modified).

Even if Mr. Favre did improperly retain OPmobility's information following his departure, the FAC offers no facts that support imputing Mr. Favre's alleged conduct to any Defendant or that Mr. Favre transmitted any trade secrets, or any OPmobility information, to any Defendant. While the FAC includes additional allegations regarding Mr. Favre emailing OPmobility documents to himself prior to his departure in purported violation of his confidentiality agreement (FAC ¶¶ 63-67),[5] these allegations completely fail to connect the Marelli Defendants or SVP to the alleged misappropriation by Mr. Favre—a third party who is not a defendant in this litigation. The FAC's allegations regarding Mr. Favre occurred well before any alleged contact between Mr. Favre and Marelli or SVP. *Id*. ¶¶ 19, 63-67. OPmobility does not put forth any plausible theory that Defendants directed or induced Mr. Favre to retain OPmobility documents, that Mr. Favre took OPmobility documents for the benefit of his (then unknown) future employer, or that Defendants had any knowledge of Mr. Favre's alleged retention of OPmobility documents. More importantly, OPmobility does not offer any other facts indicating that Marelli or SVP actually

[5] Defendants understand that French law recognizes circumstances in which an employee may retain or transfer employer documents pertaining to his employment in anticipation of a dispute with his employer. As Mr. Favre's employment contract is governed by French law, Defendants understand that his retention of the documents at issue may have been permissible under French law given his anticipation of a dispute with OPmobility, which ultimately materialized.

received, used, or disclosed any of OPmobility's trade secrets—either directly or through Mr. Favre. !!!!

These allegations regarding Mr. Favre's conduct at OPmobility are insufficient to state a plausible claim for trade secret misappropriation against Defendants. *See e.g.*, *Labyrinth, Inc. v. Urich*, 2024 WL 295996, at *30 (Del. Ch. Jan. 26, 2024) (holding that, even assuming defendant's new hire previously "improperly acquired [plaintiff's] trade secrets through a series of emails," the complaint failed to allege misappropriation by the new employer because "Plaintiffs do not offer any other facts indicating [the employer] actually has, or has used, [plaintiff's] trade secrets"); *Phazr, Inc. v. Ramakrishna*, 2019 WL 5578578, at *4 (N.D. Tex. Oct. 28, 2019) (dismissing DTSA claim against corporate defendant, but not individual defendants, because "[e]ven if [plaintiff] had identified the trade secrets the individual defendants took from its database . . . it still fails to adequately allege that the individual defendants ever disclosed the trade secrets to [their new employer] or used them . . . In short, [plaintiff] at best pleads possibility rather than plausibility"); *x.AI Corp. v. OpenAI, Inc.*, 821 F. Supp. 3d 1100, 1108–09 (N.D. Cal. 2026) (dismissing DTSA claim against defendant despite plausible allegations that "several employees took [plaintiff's] confidential information at around the same time and before leaving to work for [defendant]" where plaintiff failed to allege facts to suggest that the hired individual "ever used any of its trade secrets," or that defendants knew of or encouraged the alleged theft). "To hold otherwise would automatically subject future employers to potential trade secret misappropriation liability every time they hired someone who, without their knowledge beforehand or ratification afterwards, had improperly taken confidential information from their former employer on the way out the door, even if there is no indication that the information was actually used in the subsequent job." *x.AI Corp.*, 821 F. Supp. 3d at 1109–10. "Such an approach would also undercut the well-established

principle that mere possession of trade secrets is not sufficient to constitute misappropriation." *Id.* at 1110 (citations omitted).

Stripped of conclusory statements and formulaic recitations of the claim elements, the FAC's allegations merely identify circumstances supporting an inference that Mr. Favre was in possession of OPmobility trade secrets while involved in some capacity with Marelli, but they fail to plausibly establish that any Marelli Defendants or SVP improperly acquired, used, or disclosed OPmobility's trade secrets. *See Labyrinth*, 2024 WL 295996, at *30 ("Possessing a trade secret and investing in (or forming) a [] competitor, without more, [does] not constitute improper use" of a trade secret.) (citation modified); *Battaglia*, 2024 WL 3183063, at *4 (finding plaintiff "failed to present a particularized allegation of misappropriation" where complaint merely alleged threadbare, conclusory statements that defendant "misappropriate[d]" or "unlawfully acquired" through "unlawful behavior"). Under both the DUTSA and DTSA, courts have consistently dismissed similar trade secret claims relying solely on a combination of access to trade secrets plus opportunity for misappropriation. *See, e.g.*, *id.*, at *4 (dismissing DTSA and DUTSA claims that relied on generic allegations that defendant "has, is and/or is planning in the future to misappropriate [plaintiff's] trade secrets by disclosing and/or using that information in the course of her employment with [a competitor]"); *Accenture*, 581 F. Supp. 2d at 663 (holding that the fact that both parties had a relationship with a mutual client does not, by itself, give rise to an inference of misappropriation and dismissing DUTSA claim); *Labyrinth*, 2024 WL 295996, at *30 ("Potential misuse does not establish actual misuse."). That is precisely the type of pleading that OPmobility seeks to rely on here. FAC ¶¶ 122, 131, 141. The generic allegations in the FAC related to Mr. Favre's alleged possession of OPmobility's confidential information and subsequent participation in ordinary business activities are insufficient to plausibly allege any

misappropriation, and OPmobility is "not entitled to conduct a fishing expedition based upon such bare allegations." *Accenture*, 581 F. Supp. 2d at 663.

c. *OPmobility's Trade Secret Claims Rely on a Theory of "Inevitable Disclosure" That Is Insufficient to State a Claim for Misappropriation*

OPmobility's trade secret claims rely on a theory of "inevitable disclosure" in which Mr. Favre's broad knowledge of OPmobility's alleged trade secrets (residing in Favre's head) make it so that Mr. Favre cannot work for Marelli without inevitably disclosing those trade secrets. *See* FAC ¶ 152 ("Mr. Favre cannot work for a direct competitor of OPmobility, like Marelli, in the same or similar position without inevitably calling upon and disclosing OPmobility's trade secrets.").

Such allegations of "inevitable disclosure" are insufficient to state a claim for actual or threatened misappropriation under the DTSA and DUTSA. Indeed, the DTSA expressly provides that an injunction may not "prevent a person from entering into an employment relationship," and that any "conditions placed on such employment shall be based on evidence of threatened misappropriation ***and not merely on the information the person knows***." 18 U.S.C. § 1836(b)(3)(A)(i)(I) (emphasis added). Courts interpreting the DTSA, including in Delaware, have held that the statute is incompatible with the "inevitable disclosure" doctrine. *See, e.g.*, *Sirius Fed., LLC v. Jelen*, 2023 WL 2213929, at *11 (D. Md. Feb. 24, 2023) ("Defendants correctly observe that Maryland courts have rejected the inevitable disclosure theory under both the Defend Trade Secrets Act and the Maryland Uniform Trade Secrets Act."); *Kinship Partners, Inc. v. Embark Veterinary, Inc.*, 2022 WL 72123, at *7 (D. Or. Jan. 3, 2022) ("Pursuant to federal law, the DTSA specifically forecloses courts from granting relief based on the inevitable disclosure doctrine *because* such relief restrains employment."); *IDEXX Lab'ys, Inc. v. Bilbrough*, 2022 WL 3042966, at *5 (D. Me. Aug. 2, 2022) ("The plain language of the [DTSA] . . . forecloses

application of the inevitable disclosure doctrine.") (reasoning adopted in *Fair Isaac Corp.*, 2025 WL 2636403, at *6).

In *Fair Isaac Corp.*, the Delaware District Court dismissed a DTSA claim precisely because it requested "injunctive relief based on an inevitable disclosure theory and damages based on hypothetical future harm." 2025 WL 2636403, at *6. There (as here), the plaintiff alleged only that the individual defendant possessed trade secrets "in his head" without plausibly alleging that "he has shared or plans to share such items" with his new employer so as to support any claim of "threatened misappropriation." *Id.* at *5–6. Consequently, the Delaware District Court dismissed the claim because "DTSA does not allow for injunctions" based "merely on the information the person knows." *Id.* at *6 (quoting 18 U.S.C. § 1836(b)(3)(A)(i)(I)). That same reasoning applies here and requires dismissal of OPmobility's DTSA claim.

DUTSA does not contain any similar prohibition on injunctions based merely on the information known by a person, but allegations of "inevitable disclosure" are still insufficient to state a claim under DUTSA. *See Labyrinth*, 2024 WL 295996, at *30 (rejecting allegations that former employee would "inevitably use and/or disclose" trade secrets by joining a competitor).

d. *OPmobility's Trade Secret Claims Fail Independently as to SVP*

OPmobility's trade secret claims should be dismissed as to SVP for the additional reason that the FAC fails to allege any actions that SVP itself, as distinct from Marelli, took in furtherance of misappropriation.

As previously noted, throughout the FAC, OPmobility improperly lumps all of the Defendants together and generically alleges conduct by "Defendants." *See In re Chicken Soup for the Soul Ent., Inc.*, 2025 WL 3533003, at *4 (Bankr. D. Del. Dec. 9, 2025) (dismissing complaint as to two defendants because "group pleadings" "fail[ed] to differentiate the specific actions taken or the capacity in which the individual Defendants were acting"). Significantly, and as is clear

from the FAC itself, SVP is not an affiliate of Marelli. Indeed, the FAC alleges that Marelli's own correspondence confirms that SVP "is to date neither an owner, nor a shareholder, nor a subsidiary of Marelli, nor does it control it" and that representatives of SVP "cannot be regarded as representatives of Marelli." FAC ¶¶ 112, 115. Thus, OPmobility's own allegations foreclose any inference that the conduct of either SVP or Marelli may be imputed to the other, for pleading purposes, based on any corporate relationship.

There are no allegations in the FAC regarding any specific actions taken by SVP in its individual capacity to misappropriate OPmobility's trade secrets. Allegations that SVP made inquiries regarding Favre's potential employment by Marelli, announced an intent to appoint Favre as CEO, and expressed the view that Favre's alleged non-compete obligations "might be inapplicable" do not constitute "misappropriation" under either DTSA or DUTSA or otherwise support an inference that SVP acquired, disclosed, or used any trade secrets belonging to OPmobility. *See* 18 U.S.C. § 1839(5) (defining misappropriation as acquisition by improper means or unauthorized disclosure or use); 6 Del. C. § 2001(2) (same). Mere participation in executive recruitment does not constitute acquisition or use of trade secrets within the meaning of either statute.

2. OPmobility's Tortious Interference and Aiding and Abetting Claims Are Not Cognizable Under Delaware Law

a. *OPmobility's Common Law Claims are Preempted by the DUTSA*

OPmobility's breach of fiduciary duty claim and at least part of its tortious interference claim should be dismissed as preempted by DUTSA. DUTSA expressly preempts "conflicting tort, restitutionary and other law of this State providing civil remedies for misappropriation of a trade secret." 6 Del. C. § 2007(a). "To determine whether a tort claim is preempted by DUTSA, courts consider whether the claim is 'grounded in the same facts' as a misappropriation of trade

secrets claim." *Battaglia*, 2024 WL 3183063, at *4 (citations omitted). OPmobility's fiduciary duty claim alleges that Mr. Favre breached his duties by "using and disclosing OPmobility's confidential trade secrets." FAC ¶ 169. Likewise, OPmobility's tortious interference claim alleges that Defendants induced Mr. Favre to violate confidentiality obligations that prohibit the disclosure or use of the same alleged trade secrets. *Id*. ¶¶ 160-164.

OPmobility's aiding and abetting breach of fiduciary duty claim is preempted by DUTSA because the only underlying breach of fiduciary duty alleged is Mr. Favre's misappropriation of OPmobility's confidential information. *See Battaglia*, 2024 WL 3183063, at *4 (dismissing breach of fiduciary duty claim as preempted by the DUTSA where "[t]he only breach of fiduciary duty that BMI alleges is the misappropriation of trade secrets"); *Ethypharm S.A. Fr. v. Bentley Pharm., Inc.*, 388 F. Supp. 2d 426, 433 (D. Del. 2005) (noting DUTSA preempts "all claims stemming from the same acts as the alleged misappropriation . . . even if the information at issue is not a trade secret").

Similarly, to the extent the tortious interference claim is premised on Mr. Favre's breach of his contractual confidentiality obligations, it arises from the same factual allegations underlying the DUTSA claim and is preempted. *See Battaglia*, 2024 WL 3183063, at *4 ("To the extent the alleged wrongful interference is Defendants' misappropriation of Plaintiff's' trade secrets, the claims are preempted by DUTSA." (internal quotations omitted)); *You Map, Inc. v. Snap Inc.*, 2021 WL 106498, at *9 (D. Del. Jan. 12, 2021), *report and recommendation adopted*, 2021 WL 327388 (D. Del. Feb. 1, 2021) (finding tortious interference claim was preempted to the extent the "alleged wrongful interference is Defendants' misappropriation of Plaintiff's secret technologies" (internal quotations omitted)).

Accordingly, Counts Three and Four should be dismissed as preempted by DUTSA to the extent they are based on the alleged disclosure, use, or misappropriation of OPmobility's confidential information.

b. *Delaware Tort Law Does Not Apply to Out-of-State Conduct*

OPmobility's tortious interference and aiding and abetting claims should also be dismissed insofar as these claims are being brought under Delaware law. Just as DUTSA requires an act of misappropriation in Delaware, the common law claims of tortious interference and aiding and abetting breach of fiduciary duty require that the interfering conduct have some nexus to Delaware. Delaware courts have consistently held that Delaware tort law does not extend to conduct occurring entirely outside the state's borders, and this principle holds true even where parties to the litigation are Delaware entities. *See Focus Fin. Partners, LLC v. Holsopple*, 250 A.3d 939, 971 (Del. Ch. 2020) (holding that Delaware tortious interference law was inapplicable where none of the alleged interference occurred in Delaware, notwithstanding that plaintiff was a Delaware entity).

According to the FAC, Defendants' alleged conduct related to the tortious interference or aiding and abetting claims (including recruiting Mr. Favre, communications with OPmobility executives in France, and deploying Mr. Favre to visit plants in Italy) all occurred entirely outside Delaware. FAC ¶¶ 108-110, 115-120, 131. The FAC fails to establish any nexus between the alleged tortious conduct and the State of Delaware. Where, as here, no act of alleged interference or aiding and abetting occurred in Delaware, the State's laws provide no cognizable claim. *Focus Financial*, 250 A.3d at 971 (holding that "it is not reasonably conceivable that Delaware law could apply" where "[n]one of the events related to this claim took place in Delaware").

Accordingly, Counts Three and Four should be dismissed to the extent they are asserted under Delaware common law.

3. OPmobility Fails to Sufficiently Plead a Claim for Tortious Interference with Contract

In Delaware, tortious interference with contract requires: "(1) a contract, (2) about which defendant knew and (3) an intentional act that is a significant factor in causing the breach of such contract (4) without justification (5) which causes injury." *Montway LLC v. Navi Transp. Servs. LLC*, 826 F. Supp. 3d 532, 544–45 (D. Del. 2026) (internal citations omitted). Plaintiffs contend that Defendants wrongfully induced Mr. Favre to violate both the confidentiality and non-compete provisions of his employment contract with OPmobility. FAC ¶¶ 160-164. But, the sparse allegations in the FAC do not provide a plausible factual basis to support the claim that Defendants *wrongfully* or *improperly* interfered with the contract between Mr. Favre and OPmobility, or indeed that any confidentiality obligations were breached in the first place in connection with Mr. Favre's involvement with the Marelli Defendants and SVP. As a result, OPmobility's tortious interference claim is without merit and should be dismissed.

a. *OPmobility Fails to Plead Any Acts of Improper Interference*

OPmobility's claim for tortious interference should be dismissed because the FAC fails to plausibly allege any intentional act constituting independently wrongful conduct or improper means. *See Nelson v. Fleet Nat'l Bank*, 949 F. Supp. 254, 260 (D. Del. 1996) (tortious interference with contract claims "require a showing that the action taken was without justification, which involves consideration of whether the interference with the contract was improper").

The FAC alleges only that: (1) four months after Mr. Favre left OPmobility, SVP informed OPmobility that it was considering him for the position of Marelli CEO; (2) OPmobility objected based on the non-compete clause in Mr. Favre's French-law governed contract; and (3) Defendants

believed that the non-compete was unenforceable and continued their pursuit.[6] FAC ¶¶ 107-114. There are no specific allegations of improper or unlawful conduct in Defendants' pursuit of Mr. Favre, no allegations that Defendants' actions were motivated by a desire to harm OPmobility, and no allegations that Defendants encouraged Mr. Favre to disclose confidential information. *See Com. Nat'l Ins. Servs., Inc. v. Buchler*, 120 F. App'x 414, 419 (3d Cir. 2004) ("A competitor does not 'wrongfully interfere' with its competitor's at-will customers by simply competing for their business." (citing Restatement (Second) of Torts § 768)); *Agilent Techs., Inc. v. Kirkland*, 2009 WL 119865, at *8 (Del. Ch. Jan. 20, 2009) ("[C]laims for unfair competition and tortious interference must necessarily be balanced against a party's legitimate right to compete.").

The FAC creates no plausible inference that Defendants engaged in any improper or wrongful conduct, instead alleging merely that they pursued legitimate business interests through proper business and legal channels. Indeed, OPmobility's own allegations acknowledge that their business operates in a field which is "intensely competitive" and a "cutthroat market" (FAC ¶¶ 16, 93), that Defendants were motivated by legitimate business purposes to pursue "a globally renowned figure in the automotive industry" (*Id*. ¶ 123), and that Defendants did not reach out to Mr. Favre until after he had already departed OPmobility (*Id*. ¶ 107.) *See WaveDivision Holdings, LLC v. Highland Cap. Mgmt., L.P.*, 49 A.3d 1168, 1174 (Del. 2012) ("Only if the defendant's *sole* motive was to interfere with the contract will [the actor's motive] support a finding of improper interference."). Conduct that is a "legitimate part of doing business" is not improper and does not support a claim for tortious interference. *New Enter. Assocs. 14, L.P. v. Rich*, 292 A.3d 112, 142

[6] Defendants do not make any arguments regarding claims arising from Mr. Favre's purported non-compete obligations because those issues are governed by French law and are currently at issue in the action initiated by Mr. Favre in the French Court. Defendants reserve all rights to make this and other arguments as to Mr. Favre's purported non-compete obligations after the French Court has ruled on these issues.

(Del. Ch. 2023); *see also Battaglia*, 2024 WL 3183063, at *4 (dismissing tortious interference claim because "the mere hiring away of employees from a rival is *per se* legal, and [plaintiff] does not allege facts that suggest this poaching was done in an unlawful manner").

Nor does Defendants' awareness of the disputed non-compete alone create an inference of impropriety. Courts in Delaware have recognized that actions taken under a good-faith belief of propriety do not constitute improper interference. *See, e.g.*, *Centrella v. Avantor, Inc.*, 2025 WL 3555119, at *7 (Del. Super. Ct. Nov. 24, 2025) (finding company's decision to litigate enforceability of non-compete provision was not bad faith or improper in context of tortious interference claim, even if company was ultimately unsuccessful); *ASDI, Inc. v. Beard Rsch., Inc.*, 11 A.3d 749, 751 (Del. 2010) ("The focus of a claim for tortious interference with contractual relations is upon the defendant's wrongful inducement . . . not upon whether the termination itself was legally justified."). As alleged in the FAC, Defendants proactively notified OPmobility about their pursuit of Favre, confirmed Mr. Favre would not disclose confidential information, and communicated their good-faith belief that the non-compete was inapplicable, contradicting and rendering implausible any inference of intentional and wrongful interference. FAC ¶¶ 112, 115.

b. *OPmobility Fails to Plead Causation*

OPmobility further fails to satisfy the element of causation for this claim. When a contract is breached by the party's own independent actions, a third party cannot be held liable because the causal chain is broken. *See Stoltz v. Del. Real Est. Comm'n*, 473 A.2d 1258, 1264 (Del. Super. 1984) ("In the context of inducement to breach a contract, the word 'inducement' means to cause a party to choose one course of action rather than another."); *Centrella*, 2025 WL 3555119, at *9 (finding no tortious interference when the employee's own actions were the proximate cause of the contract breach). The FAC does not allege that any of the Defendants had any contact with Mr. Favre while he was employed by OPmobility or induced him to leave OPmobility to find other

employment. Rather, OPmobility concedes that Mr. Favre was an active participant in the employment search that connected him to Defendants four months after departing OPmobility. FAC ¶ 123. Plaintiffs' allegations of tortious interference fail to meet the causation element, and the claim should therefore be dismissed.

4. OPmobility Fails to Sufficiently Plead a Claim for Aiding and Abetting Breach of Fiduciary Duty

Finally, OPmobility asserts a claim for aiding and abetting a breach of fiduciary duty, which the Delaware Supreme Court has explained is "among the most difficult [claims] to prove" under Delaware law. *In re Columbia Pipeline Grp., Inc. Merger Litig.*, 342 A.3d 324, 355 (Del. 2025). An aiding and abetting claim contains four elements: "(1) the existence of a fiduciary relationship, (2) a breach of fiduciary duty, (3) knowing participation in that breach, and (4) damages proximately caused by the breach." *Young Women's Christian Ass'n of Rochester & Monroe Cnty. v. Hatteras Funds, LP*, 356 A.3d 459, 502-03 (Del. Ch. 2026). OPmobility alleges that Defendants aided and abetted Mr. Favre in purportedly breaching his duty of loyalty by "using and disclosing OPmobility's confidential trade secrets for his and the Defendants' own purposes." FAC ¶ 169. This claim fails because the FAC fails to plausibly allege that Mr. Favre has any cognizable continuing fiduciary duty of loyalty to OPmobility; because it is precluded by the doctrine of contractual preemption; and because OPmobility fails to allege any "knowing participation" by Defendants of any alleged breach of Mr. Favre's fiduciary duties.

OPmobility's aiding and abetting breach of fiduciary duty claim is based solely on OPmobility's allegation that Mr. Favre had a continuing fiduciary duty of loyalty to OPmobility, even after his departure. FAC ¶ 168. However, once an officer or director resigns or is removed, the broad fiduciary duties, including the general duty of loyalty, terminate. *See In re Walt Disney*

*Co. Deriv. Litig*., 907 A.2d 693, 758 (Del. Ch. 2005) ("Just as Delaware law does not require directors-to-be to comply with their fiduciary duties, former directors owe no fiduciary duties.").

Moreover, this claim is precluded by the doctrine of contractual preemption. "[W]here a dispute arises from obligations that are expressly addressed by contract, that dispute will be treated as a breach of contract claim," and "any fiduciary claims arising out of the same facts that underlie the contract obligations would be foreclosed as superfluous." *Nemec v. Shrader*, 991 A.2d 1120, 1129 (Del. 2010). OPmobility cannot seek relief against Defendants with whom it had no contractual privity by transforming its contractual claim against Mr. Favre into a claim for aiding and abetting breach of fiduciary duty. Instead, as the Delaware Supreme Court held in *Nemec*, "the [fiduciary] claim seeks to enforce obligations that are expressly addressed by contract []," those claims "must be adjudicated within the analytical framework of a breach of contract claim." *Id*. OPmobility "may not 'bootstrap' a breach of fiduciary duty claim into a breach of contract claim merely by restating the breach of contract claim as a breach of fiduciary duty" to expand the scope of express contractual provisions. *Backer v. Palisades Growth Cap. II, L.P.*, 246 A.3d 81, 109 (Del. 2021) (quoting *Grunstein v. Silva*, 2009 WL 4698541, at *6 (Del. Ch. Dec. 8, 2009)).

Even if OPmobility's fiduciary duty claim is not precluded by the existence of Mr. Favre's employment contract, the claim should be dismissed on the merits for the same reasons as the tortious interference claim: OPmobility fails to plausibly allege that Defendants "knowingly participated" in any breach, which requires showing that the defendant provided "'substantial assistance' to the primary violator," *In re Dole Food Co. S'holder Litig.*, 2015 WL 5052214, at *41 (Del. Ch. Aug. 27, 2015), and that Defendants knew "that the primary party's conduct constitutes a breach of fiduciary duty and that its own conduct is legally improper[.]" *In re Columbia Pipeline*, 342 A.3d at 355. The FAC fails to identify any specific conduct by Defendants

that would constitute substantial assistance, participation, or encouragement towards a breach—instead it relies solely on the allegation that Mr. Favre was "work[ing] 'closely'" with the Ad Hoc Group. FAC ¶ 122. But merely working with a former executive does not, without more, give rise to an inference of knowing participation in a fiduciary breach. *See Malpiede v. Townson*, 780 A.2d 1075, 1097–98 (Del. 2001) (dismissing aiding and abetting claim because defendant's participation in standard business negotiations did not give rise to an inference that defendant "participated in" the alleged breach, "conspired with" the fiduciary, or "otherwise caused" the fiduciary to breach his duties). To the contrary, Defendants repeatedly confirmed that they had not received, and would not receive, any confidential information from Mr. Favre. FAC ¶¶ 125, 128. Nor does the FAC contain a single particularized allegation that Defendants knew that Mr. Favre had breached any fiduciary duty or that their own conduct was unlawful. Because the FAC does not contain any well-pled allegations that the Defendants knowingly and substantially participated in any alleged breach, Count Four of the FAC must be dismissed.

## V. CONCLUSION

For the foregoing reasons, Defendants respectfully request that the Court dismiss Plaintiffs' First Amended Complaint.

Dated: September 11, 2026

**PACHULSKI STANG ZIEHL & JONES LLP**

*/s/ Laura Davis Jones*

Laura Davis Jones
Timothy P. Cairns
Edward A. Corma
919 North Market St., 17th Floor
P.O. Box 8705
Wilmington, DE 19899
Telephone: (302) 652-4100
ljones@pszjlaw.com
tcairns@pszjlaw.com
ecorma@pszjlaw.com

**KIRKLAND & ELLIS LLP**
**KIRKLAND & ELLIS INTERNATIONAL LLP**
Joshua A. Sussberg, P.C.
Nicholas M. Adzima
Evan Swager
601 Lexington Avenue
New York, NY 10022
Telephone: (212) 446-4800
joshua.sussberg@kirkland.com
nicholas.adzima@kirkland.com
evan.swager@kirkland.com

**KIRKLAND & ELLIS LLP**
**KIRKLAND & ELLIS INTERNATIONAL LLP**
Ross M. Kwasteniet, P.C.
Spencer A. Winters, P.C.
333 West Wolf Point Plaza
Chicago, IL 60654
Telephone: (312) 862-2000
ross. kwasteniet@kirkland.com
spencer.winters@kirkland.com

*Attorneys for Marelli Holdings Co., LTD.; Marelli Corporation; Marelli North America, INC.; Marelli Holding USA LLC; Marelli Tennessee USA LLC; Marelli Automotive Lighting USA LLC*

Dated: September 11, 2026

**COLE SCHOTZ**

*/s/ Justin R. Alberto*

Justin R. Alberto
Stacy L. Newman
Jack M. Dougherty
500 Delaware Ave Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
jalberto@coleschotz.com
snewman@coleschotz.com
jdougherty@coleschotz.com

**AKIN GUMP STRAUSS HAUER & FELD LLP**
Marty Brimmage
2300 N. Field Street, Suite 1800
Dallas, TX 75201-2481
Telephone: (214) 969-2800
mbrimmage@akingump.com

Scott Alberino
Kate Doorley
2001 K Street, N.W.
Washington, D.C. 20006-1037
Telephone: (202) 887-4000
salberino@akingump.com
kdoorley@akingump.com

Roxanne Tizravesh
1111 Louisiana Street, 44th Floor
Houston, TX 77002
Telephone: (713) 220-5800
rtizravesh@akingump.com

*Attorneys for Strategic Value Partners, LLC*