Docket #0083 Date Filed: 9/15/2026

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)

DEFENDANTS' MOTION TO DISMISS BASED ON FORUM NON CONVENIENS

[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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TABLE OF CONTENTS

Page

I. INTRODUCTION 1

II. STATEMENT OF FACTS 3

A. The Parties 3

B. Factual Background 4

C. The French Legal Proceedings 6

D. OPmobility's Allegations in the Delaware Litigation 6

III. ARGUMENT 7

A. The Amended Complaint Should Be Dismissed Under the Doctrine of *Forum Non Conveniens* 7

1. France is an Available and Adequate Alternate Forum 8

2. Plaintiffs' Choice of Forum is Entitled to Low Deference 11

3. The Public and Private Interest Factors Weigh in Favor of Dismissal 14

4. Dismissal is Supported by Strong Third Circuit and Delaware District Court Precedent 23

IV. CONCLUSION 26

TABLE OF AUTHORITIES

Page(s)

Cases

Behrens v. Arconic, Inc.,
2022 WL 2593520 (3d Cir. July 8, 2022) 8, 12, 16

Brunswick GmbH v. Bowling Switz., Inc.,
2008 WL 2795936 (D. Del. July 18, 2008) 20, 25

Dahl v. United Techs. Corp.,
472 F. Supp. 696 (D. Del. 1979), *aff'd*, 632 F.2d 1027 (3d Cir. 1980) 15, 18, 20, 22

Delta Brands, Inc. v. Danieli Corp.,
2002 WL 31875560 (N.D. Tex. Dec. 20, 2002), *aff'd*, 99 F. App'x 1 (5th Cir. 2004) 9

E.I. Du Pont de Nemours & Co. v. Rhodia Fiber & Resin Intermediaries, S.A.S,
197 F.R.D. 112 (D. Del. 2000) 9

Eurofins Pharma U.S. Holdings, Inc. v. BioAlliance Pharma SA,
2009 WL 2992552 (D. Del. Sept. 18, 2009) 12

Eurofins Pharma US Holdings v. BioAlliance Pharma SA,
623 F.3d 147 (3d Cir. 2010) ..... *passim*

In re GCX Ltd.,
634 B.R. 441 (Bankr. D. Del. Nov. 30, 2021) 11, 15, 21

Gulf Oil Corp. v. Gilbert,
330 U.S. 501 (1947) 8, 14, 15, 20

Harris v. France Telecom, S.A.,
2011 WL 3705078 (N.D. Ill. Aug. 22, 2011) 9, 10, 17

Kisano Trade & Invest Ltd. v. Lemster,
737 F.3d 869 (3d Cir. 2013) 11

Kitaru Innovations Inc. v. Chandaria,
698 F. Supp. 2d 386 (S.D.N.Y. 2010) 13

MGA Entm't Inc. v. Deutsche Bank AG,
2012 WL 12892902 (C.D. Cal. Feb. 27, 2012) 10

Norex Petroleum, Ltd. v. Access Indus.,
416 F.3d 146 (2d Cir. 2005) 14

Path to Riches, LLC v. CardioLync, Inc.,
290 F. Supp. 3d 280 (D. Del. 2018).....9

Piper Aircraft Co. v. Reyno,
454 U.S. 235 (1981).....8, 11

Sinochem Int'l Co. v. Malay. Int'l Shipping Corp.,
549 U.S. 422 (2007).....7, 11

In re SPA,
645 B.R. 48 (Bankr. D. Del. 2022).....21

Stroitelstvo Bulgaria Ltd. v. Bulgarian-Am. Enter. Fund,
589 F.3d 417 (7th Cir. 2009).....8

Windt v. Qwest Commc'ns Int'l, Inc.,
529 F.3d 183 (3d Cir. 2008)..... *passim*

Windt v. Qwest Commcn's Int'l, Inc.,
544 F. Supp. 2d 409 (D.N.J. 2008), *aff'd*, 529 F.3d 183 (3d Cir. 2008).....11

Wit Software v. Talkdesk, Inc.,
2023 WL 3454193 (May 15, 2023) ..... *passim*

Statutes

Defend Trade Secrets Act (18 U.S.C. § 1836 et seq.) ..... *passim*

Delaware Uniform Trade Secrets Act (6 Del. C. § 2001 et seq.) 6, 10, 25

Rules

Fed. R. Civ. P. 45(c) 15, 18

I. INTRODUCTION

Plaintiffs OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding (collectively, "OPmobility" or "Plaintiffs"), an automotive components supplier, brought this adversary proceeding (the "Adversary Proceeding") in an attempt to stop its prior CEO from leading a separate automotive business. That former CEO, Laurent Favre, is a French citizen whose former Employment Contract[2] with OPmobility is governed by French law and contains a Confidentiality Provision and Non-Competition Provision. Favre is currently suing OPmobility in France for a declaration as to the scope of that very same Non-Competition Provision in the contract based on its overbreadth under French law. Rather than bring all its claims relating to Mr. Favre in France, however, OPmobility has chosen a backdoor method of obtaining relief against Mr. Favre by bringing *this* proceeding against his potential new employers—Marelli[3]—and against one of Marelli's creditors—Strategic Value Partners, LLC ("SVP" and, together with Marelli, the "Defendants"). This goal is not hidden, as it appears in the relief requested in the newly-filed First Amended Complaint (the "Amended Complaint") and motion for preliminary injunction, in which OPmobility seeks a full prohibition of Favre being able to work with or on behalf of Marelli or SVP.

In doing so, OPmobility claims that the Defendants have allegedly misappropriated trade secrets purportedly provided by Favre and interfered with Favre's contract and alleged fiduciary duties by seeking to eventually bring him in as Marelli's CEO to run its entire business (which extends beyond the automotive lighting sector on which OPmobility focuses) through legitimate business channels. However, OPmobility's claims are based entirely on information and belief,

[2] Capitalized terms not otherwise defined in this Introduction are defined below.
[3] "Marelli" collectively refers to Defendants Marelli Holdings Co., Ltd., Marelli Corporation, Marelli North America, Inc., Marelli Holding USA LLC, Marelli Tennessee USA LLC, and Marelli Automotive Lighting USA LLC.

rely solely on supposition, and are fundamentally flawed. There is not a single factual allegation in the Amended Complaint that indicates any example where the Defendants have actually been provided any of OPmobility's trade secret information, much less used or disclosed such information. Indeed, the entire focus of the Amended Complaint is on Favre's actions (not SVP's or Marelli's). The Amended Complaint does not even allege that Favre ever transmitted any OPmobility documents or information to any Defendant. And it cannot do so because there has been no misappropriation and the Defendants are not liable under any of OPmobility's claims.

The Court need not reach those issues here, though, because (as the Court previously identified) this is a French dispute concerning a French contract, French plaintiffs, and a French ex-employee, with the key evidence and key individuals at issue located in France and the United Kingdom. Notably, OPmobility chose not to even attempt to bring claims against Marelli or SVP in France, opting instead to bring its claims here where there is no substantive connection to the underlying dispute. Marelli's bankruptcy case is pending here, but that is the only real (yet non-substantial) connection to Delaware.

Indeed, this Court has the authority to dismiss the case based on the doctrine of *forum non conveniens*, and it should do so. It is far more convenient for all the parties, and the Court, for this case to proceed in France, where OPmobility is already involved in pending litigation with Favre concerning the exact issues raised here. OPmobility has not alleged any basis that would support maintaining this case in Delaware rather than in France, where the Defendants will submit to jurisdiction.

Every factor relevant to the *forum non conveniens* analysis points to France, not Delaware, as the more appropriate forum. These include: (1) the Employment Contract at the heart of Plaintiffs' claims was executed in France and is governed by French law; (2) Mr. Favre is a French

citizen who resided in France and recently relocated to London, United Kingdom; (3) the key witnesses and documentary evidence are located in France, the UK, or other parts of Europe; and (4) related litigation regarding the enforceability of the very contract provisions at issue is already pending before the French Labor Court, where OPmobility is seeking substantially the same injunctive relief. Under Third Circuit and Delaware District Court precedent, the private and public interest factors overwhelmingly favor dismissal. This case should be dismissed before any further substantive proceedings or actions—including the recently-filed preliminary injunction and any injunction-related discovery—take place. Accordingly, Defendants respectfully move to dismiss this action on *forum non conveniens* grounds in favor of France, which represents an available, fully adequate, and much more convenient forum for all parties to adjudicate OPmobility's claims.

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. (Am. Compl. ¶ 30.) The three remaining Plaintiffs comprise two additional French entities (OPmobility Gestion and OPmobility Lighting Holding) with principal places of business and registered offices located in France, and one U.S. affiliate (OPmobility Holding USA, Inc., a corporation registered in Delaware and headquartered in Michigan). (*Id.* ¶¶ 31-33.)

The Defendants are comprised of 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.) However, principal SVP personnel interacting with Mr. Favre, including Grégoire Paepegaey (a Managing Director for SVP's affiliate, Strategic Value Partners (UK) LLP ("SVP UK"), and a member of SVP's European Investment Team) and Sergei Spiridonov (a Managing Director for SVP UK and Co-Head of SVP's European Operating Team), are based in SVP UK's London, England office. (Declaration of Grégoire Paepegaey ("Paepegaey Decl.") ¶¶ 4, 6, 7, 8.) SVP's U.S. offices are located in Connecticut and New York and SVP does not have any offices in Delaware. (*Id.* ¶ 9.) Investment funds managed by SVP are members of a group of Marelli lenders (the "Ad Hoc Group"). (*Id.* ¶ 3; Am. Compl. ¶ 1.)

B. Factual Background

Mr. Favre is a citizen of France and the former Chief Executive Officer of OPmobility SE, which is OPmobility's global parent operating out of France. (Am. Compl. ¶¶ 2, 15.) Mr. Favre's employment with OPmobility was subject to a French-language contract governed by French law (the "Employment Contract"). The Employment Contract contained confidentiality and non-competition provisions (the "Confidentiality Provision" and "Non-Competition Provision" respectively). (*Id.* ¶¶ 2, 55-57 & n.3.)

Mr. Favre's employment with OPmobility ended on November 6, 2025. (*Id.* ¶ 61.) OPmobility alleges that after Mr. Favre's departure from OPmobility, SVP approached Mr. Favre to explore the possibility of hiring him as CEO of Marelli and that Mr. Favre "expressed interest

in this search." (*Id.* ¶ 123.) About four months after Mr. Favre left OPmobility, Grégoire Paepegaey, a French-citizen SVP UK employee living in the United Kingdom (Paepegaey Decl. at ¶ 7), contacted Laurent Burelle and Félicie Burelle—two members of OPmobility's executive team in France—about the possibility of Marelli hiring Mr. Favre as CEO, and offered to travel to Paris to discuss with OPmobility in person the potential appointment by SVP and other lenders of Mr. Favre as Marelli's CEO, should they acquire control of Marelli. (Am. Compl. ¶¶ 5, 107-09.) OPmobility subsequently objected to Mr. Favre's possible employment with Marelli based on his alleged obligations under the Confidentiality and Non-Competition Provisions and OPmobility threatened legal action against Mr. Favre, Marelli, and SVP. (*Id.* ¶¶ 110, 113, 118.) Defendants communicated their belief that the Non-Competition Provision was inapplicable and confirmed in writing to OPmobility that Mr. Favre had not disclosed any of OPmobility's confidential information. (*Id.* ¶¶ 112, 115.)

Mr. Favre entered into a consultancy agreement with the Ad Hoc Group in February 2026, which was amended in April 2026, effective as of May 1, 2026. (Paepegaey Declaration ¶ 14.) The consultancy agreement is governed by English law. (*Id.*) All in-person meetings between SVP personnel and Mr. Favre during the recruiting process took place in Paris, France, and London, England—no in-person meetings took place in the United States. (*Id.* ¶ 15.) Mr. Favre currently resides in the London area, having recently relocated from Paris, France. (*Id.* ¶ 13.) In connection with his consultancy, Mr. Favre has traveled primarily within Europe, mostly in Italy and Germany, to visit Marelli facilities. (*Id.* ¶ 15.) Principal personnel covering the Marelli matter for SVP primarily operate out of SVP UK's London office, and in person interactions with Mr. Favre have been conducted primarily from SVP UK's office in London, as well as in certain other

parts of Europe, including in France—but have never taken place anywhere in the United States. (*Id.* ¶ 10.)

C. The French Legal Proceedings

In response to OPmobility's threatened litigation, Mr. Favre filed a complaint in the French Nanterre Labor Court (the "French Labor Court") against OPmobility SE and OPmobility Gestion seeking, among other things, an order declaring that the Employment Contract's Non-Competition Provision was inapplicable and/or unenforceable in connection with working for Marelli (the "French Legal Proceeding"). (Am. Compl. ¶ 123; Dkt. 28 (Defendants' Cross-Mot. to Stay) at *3.) OPmobility then filed a response in the French Legal Proceeding asserting various counterclaims and seeking an order, among other things, "(i) enjoining the employment of Favre by Marelli or SVP or any collaboration between Favre and Marelli and/or SVP; (ii) the production of all documents exchanged between Favre, Marelli, and SVP; and (iii) damages for Favre's alleged breaches of the confidentiality provision in the Employment [Contract]." (*Id.* at *5.) Notwithstanding that Marelli maintains offices in France through subsidiaries Marelli France and Marelli Automotive Lighting France SAS, OPmobility did not name Marelli or SVP as parties to the French Legal Proceeding in which a French court will be deciding the threshold legal question of enforcement of the Non-Competition Provision under governing French law.

D. OPmobility's Allegations in the Delaware Litigation

Two months after the initiation of the French Legal Proceeding, OPmobility brought this adversary proceeding against SVP and Marelli, alleging misappropriation of trade secrets in violation of 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"), tortious interference with the Confidentiality and Non-Competition Provisions in Mr. Favre's Employment Contract, and aiding and abetting breach of fiduciary duty based on alleged disclosure and use of

OPmobility confidential information. (Dkt. 1, Compl. ¶¶ 1-3; Am. Compl. ¶¶ 1-3.) OPmobility filed an Amended Complaint asserting the same claims on August 21, 2026. (Dkt. 68.) In particular, OPmobility alleges that Mr. Favre's prior role as CEO gave him access to confidential information, including related to "corporate strategy," "customer information," "merger, acquisition, and joint venture information," and "pricing strategy and structure." (*Id.* ¶¶ 2, 80-84.) OPmobility further alleges that Mr. Favre has held himself out as working on Marelli's behalf by meeting with current and potential customers of Marelli, engaging with shareholders, visiting Marelli plants, and visiting Marelli's facility in Italy. (*Id.* ¶¶ 6, 23, 131.)

Plaintiffs seek similar monetary and injunctive relief in this adversary action as in the French Legal Proceeding, requesting "preliminary and permanent relief enjoining the Defendants" from, among other things, "employing Mr. Favre in the same or similar position to his role at OPmobility, or from employing Mr. Favre in any position that would result in him competing with OPmobility, including in the automotive lighting industry, for a period not earlier than the period provided in the Non-Competition Provision." (Am. Compl. Prayer).

III. ARGUMENT

A. The Amended Complaint Should Be Dismissed Under the Doctrine of *Forum Non Conveniens*

The Court should dismiss the Amended Complaint on the basis of *forum non conveniens*, which permits dismissal when "a court abroad is the more appropriate and convenient forum for adjudicating the controversy." *Sinochem Int'l Co. v. Malay. Int'l Shipping Corp.*, 549 U.S. 422, 425 (2007).[4]

[4] For the avoidance of doubt, this motion does not waive any defense based on lack of personal jurisdiction, improper venue, or failure to state a claim—all of which are expressly reserved. Defendants request that this motion be heard and determined prior to the pending Motion for Preliminary Injunction and Motion to Dismiss the Amended Complaint.

The *forum non conveniens* analysis proceeds in three steps. "First, [the court] must determine whether there is an adequate alternate forum to hear the plaintiff's claims." *Behrens v. Arconic, Inc.*, 2022 WL 2593520, at *2 (3d Cir. July 8, 2022). "Second, it must decide the degree of deference due to the plaintiff's forum choice." *Id*. Third, "it must balance the relevant private and public interest factors to determine whether it would be more appropriate and convenient for the parties to proceed in the alternate forum." *Id.* (internal citation omitted); *see also Gulf Oil Corp. v. Gilbert*, 330 U.S. 501, 508-09 (1947) (providing a non-exhaustive list of private and public interest factors). "[T]he central focus of the forum non conveniens inquiry is convenience." *Piper Aircraft Co. v. Reyno*, 454 U.S. 235, 249 (1981). The Court has great discretion, the analysis is flexible, and "[e]ach case turns on its facts." *Id.* Here, each of these steps supports dismissal of this Adversary Proceeding.

1. *France is an Available and Adequate Alternate Forum*

An alternative forum is available if defendants are "amenable to process" in the foreign jurisdiction and is adequate if "plaintiff's claims are cognizable" there. *Wit Software v. Talkdesk*, Inc., 2023 WL 3454193, at *3 (D. Del. May 15, 2023). "It is not necessary that the forum's legal remedies be as comprehensive or as favorable as the claims a plaintiff might bring in an American court. Instead, the test is whether the forum provides some potential avenue for redress for the subject matter of the dispute." *Stroitelstvo Bulgaria Ltd. v. Bulgarian-Am. Enter. Fund*, 589 F.3d 417, 421 (7th Cir. 2009) (citations omitted). Both criteria are met here.

Initially, there is no dispute as to whether France is an available alternative forum. The Marelli and SVP Defendants affirmatively consent to personal jurisdiction in France for claims arising from the same facts alleged in the Amended Complaint and will not contest personal jurisdiction there. U.S. courts have consistently recognized that the defendants' consent to the jurisdiction of a foreign court is independently sufficient to establish that an alternative forum is

available in the *forum non conveniens* analysis. *See E.I. Du Pont de Nemours & Co. v. Rhodia Fiber & Resin Intermediaries, S.A.S*, 197 F.R.D. 112, 125 (D. Del. 2000) (consent of defendants "should suffice to show an alternative forum exists"); *Path to Riches, LLC v. CardioLync, Inc.*, 290 F. Supp. 3d 280, 286-87 (D. Del. 2018) (dismissing DTSA claim on *forum non conveniens* grounds and collecting cases holding that defendants' consent to the jurisdiction of a foreign court is sufficient to establish availability). Under French law, the parties' consent to jurisdiction, whether expressed through a jurisdiction clause or through their procedural conduct (bringing proceedings, submission to jurisdiction, or waiver) is a fully adequate basis for jurisdiction. (Declaration of Kamalia Mehtiyeva ("Mehtiyeva Decl.) ¶¶ 27-33.)

Further, French courts can exercise jurisdiction over non-domiciliary defendants if the conduct allegedly causing the injury occurred in France, or the injury was suffered in France. *See* (Mehtiyeva Decl. ¶¶ 15-24.) The claims here arise from an alleged breach of a French employment agreement governed by French law, involving the alleged misappropriation of trade secrets developed by a French company, allegedly carried out by a French citizen, primarily in France, and with the alleged participation of the Defendants. Thus, all Defendants may be sued in the appropriate French civil or commercial tribunal with respect to each of Plaintiffs' causes of action. *See Harris v. France Telecom, S.A.*, 2011 WL 3705078, at *5 (N.D. Ill. Aug. 22, 2011) (holding that France is an available forum for disclosure of trade secret claims and that the French courts had jurisdiction over both French and non-French defendants); *Delta Brands, Inc. v. Danieli Corp.*, 2002 WL 31875560, at *7 (N.D. Tex. Dec. 20, 2002), *aff'd*, 99 F. App'x 1 (5th Cir. 2004) (holding that Italy was an available forum for a trade secret claim where the relevant contract was negotiated and executed in Italy, and the alleged misappropriation occurred in Italy). Additionally, federal courts routinely recognize France as an adequate forum for such claims. *See Eurofins Pharma US*

Holdings v. BioAlliance Pharma SA, 623 F.3d 147, 161 (3d Cir. 2010) (dismissing claims of confidential information and fiduciary duties in favor of France despite differences in discovery procedures); *Harris*, 2011 WL 3705078 at *5 (holding that France is an available and adequate forum for trade secret claims); *see also MGA Entm't Inc. v. Deutsche Bank AG*, 2012 WL 12892902, at *3-4 (C.D. Cal. Feb. 27, 2012) (rejecting argument that France was not an adequate alternative forum because its legal system did not provide for the "same exact causes of action or the same relief" and explaining that a *forum non conveniens* analysis "is not so strict" and does "not depend on the existence of the identical cause of action in the foreign forum" (quotation omitted)).

Moreover, France's legal system is fully capable of adjudicating all of Plaintiffs' claims against Defendants through the appropriate French court. While the French Labor Court—in which Favre's current declaratory lawsuit against OPmobility is pending—cannot adjudicate Plaintiffs' claims for purported trade secret misappropriation, tortious interference, or aiding and abetting against the Defendants, this does not undermine the adequacy of France as an alternative forum. OPmobility's claims would instead be brought separately in the French Commercial Court. (Mehtiyeva Decl. ¶¶ 37-41.) French law recognizes causes of action for trade secret misappropriation and provides a substantive basis for tortious interference, and aiding and abetting breach of fiduciary duty causes of action, with comparable remedies available in France as in the United States. (Declaration of Jean-Christophe Galloux ("Galloux Decl.") ¶¶ 22-27.) For example, French trade secret law, which implements the EU Trade Secrets Directive (Directive 2016/943), provides remedies comparable to those available under the DTSA and DUTSA, including injunctive relief and damages for misappropriation. Accordingly, there is no question that France is an adequate alternative forum for OPmobility's claims.

2. *Plaintiffs' Choice of Forum is Entitled to Low Deference*

The group of primarily foreign Plaintiffs' choice of forum here is entitled only to a modicum of deference. *See Sinochem*, 549 U.S. at 430. ("When the plaintiff's choice is not its home forum, however the presumption in the plaintiff's favor applies with less force, for the assumption that the chosen forum is appropriate is in such cases less reasonable." (citations and quotations omitted)). As the Supreme Court explained in *Piper*, "[w]hen the home forum has been chosen, it is reasonable to assume that this choice is convenient. When the plaintiff is foreign, however, this assumption is much less reasonable. Because the central purpose of any forum non conveniens inquiry is to ensure that the trial is convenient, a foreign plaintiff's choice deserves less deference." 454 U.S. at 255-56; *see also In re GCX Ltd.*, 634 B.R. 441, 450 (Bankr. D. Del. Nov. 30, 2021) (noting that the amount of deference due to a plaintiff's choice of forum is less when the plaintiff is foreign because of a reluctance to assume that the choice is a convenient one). Whether a plaintiff receives deference to its choice of forum depends on the level of convenience the forum provides to the parties. *See Windt v. Qwest Commcn's Int'l, Inc.*, 544 F. Supp. 2d 409, 416 (D.N.J. 2008), *aff'd*, 529 F.3d 183 (3d Cir. 2008) (noting that "the deference for the plaintiff's choice of forum is grounded in considerations of convenience"). Conversely, a domestic plaintiff suing in its home forum will receive the highest level of deference, while a foreign plaintiff's choice of a U.S. forum receives less deference and requires a strong showing of convenience to support maintaining jurisdiction. *See Kisano Trade & Invest Ltd. v. Lemster*, 737 F.3d 869, 875-76 (3d Cir. 2013) (finding foreign plaintiff did not make a strong showing of convenience to overcome the lesser deference afforded to foreign plaintiffs). Courts conduct their "balancing" of the public and private interest factors in light of the applicable degree of deference. *Windt*, 544 F. Supp. 2d at 416.

Particularly low deference is warranted here, where Defendants have no substantial connection to the chosen forum, sources of evidence are not located there, and relevant events underlying the claims did not occur there. *See Windt v. Qwest Commc'ns Int'l, Inc.*, 529 F.3d 183, 191 (3d Cir. 2008) (affirming low degree of deference to plaintiff's choice of forum based in part on the lack of substantial connection between plaintiff's chosen forum and the conduct giving rise to the dispute).

Deference should also be assessed plaintiff by plaintiff. Here, three of the four Plaintiffs are French entities based in France. The fourth, OPmobility Holding USA, Inc., is incorporated in Delaware but headquartered in Michigan. Likewise, Delaware's only connection to any of the Defendants is the place of organization for two of them—Marelli Automotive Lighting USA LLC and SVP—and the fact that the Debtor Defendants elected to commence their chapter 11 cases here. None of the Defendants are headquartered in or have their principal place of operations in Delaware, and these connections are insufficient to show that Delaware is a more convenient forum such that Plaintiffs could be entitled to a high level of deference in choosing Delaware. *See Behrens*, 2022 WL 2593520 at *3 (rejecting argument that foreign Plaintiffs' forum choice was entitled to more deference because it is Defendants' home forum and holding that "this fact did not amount to a 'considerable' showing of convenience given the 'overwhelming majority' of witnesses and evidence" located abroad); *Eurofins Pharma U.S. Holdings, Inc. v. BioAlliance Pharma SA*, 2009 WL 2992552 at *7 (D. Del. Sept. 18, 2009), *aff'd in part on relevant grounds*, 623 F.3d 147 (3d Cir. 2010) (despite plaintiffs' status as a Delaware corporation, "plaintiffs' choice of a Delaware forum is far outweighed by the burdens that a Delaware forum would impose on these defendants" where the locus of alleged culpable conduct was France).

As it pertains to the present dispute, no evidence is located in Delaware, and no relevant conduct occurred here. Plaintiffs' trade secret, tortious interference, and fiduciary duty claims all arise out of the French Employment Contract between OPmobility and Mr. Favre, a French citizen. Plaintiffs do not allege that Mr. Favre, Marelli, or SVP acquired OPmobility's trade secrets in Delaware, used OPmobility's trade secrets in Delaware, or that any relevant individuals traveled to Delaware. Mr. Favre is alleged to have forwarded documents to himself in France—which under French law may be subject to qualified immunity if litigation is anticipated (*see* Galloux Decl. ¶ 40)—to have conducted visits to Marelli plants that are not in the United States, and to have visited Marelli's offices in Italy. (Am. Compl. ¶¶ 4, 23, 63-68, 97-120.) Moreover, the only allegations as to the Defendants' actions are that they engaged with Mr. Favre in France and in other parts of Europe.

Further, the fact that Plaintiffs chose to bring this litigation in Delaware after Mr. Favre had already initiated related proceedings in the French Labor Court regarding his Employment Contract further demonstrates that Plaintiffs' choice was motivated more by forum shopping rather than convenience. *See Windt*, 529 F.3d at 190 ("[O]ne can hardly perceive any convenience in having multiple massive litigations on both sides of the Atlantic."); *Kitaru Innovations Inc. v. Chandaria*, 698 F. Supp. 2d 386, 393 (S.D.N.Y. 2010) ("[T]he more it appears that the plaintiff's choice of a U.S. forum was motivated by forum-shopping reasons . . . the less deference the plaintiff's choice commands and, consequently, the easier it becomes for the defendant to succeed on a *forum non conveniens* motion by showing that convenience would be better served by

litigating in another country's courts" (quoting *Norex Petroleum, Ltd. v. Access Indus.*, 416 F.3d 146, 154 (2d Cir. 2005)).[5]

OPmobility's choice of forum is entitled to a low degree of deference, and Delaware courts regularly dismiss cases on *forum non conveniens* grounds under similar circumstances. *See e.g., Windt*, 529 F.3d at 191 (finding district court did not abuse its discretion by assigning "a low degree of deference" to plaintiff's choice of forum in New Jersey where there was "no indication that evidence [was] concentrated in New Jersey, nor [was] there an indication that a substantial amount of conduct giving rise to the instant dispute occurred in New Jersey").

3. *The Public and Private Interest Factors Weigh in Favor of Dismissal*

In determining whether to dismiss a case on *forum non conveniens* grounds, the court must consider private interests affecting the convenience of the litigants, along with public interests affecting the convenience of the chosen forum. *See Gulf Oil*, 330 U.S. at 508-09. The relevant private interest factors include:

> (1) relative ease of access to sources of proof; (2) availability of compulsory process for attendance of unwilling, and the cost of obtaining attendance of willing, witnesses; (3) possibility of view of premises, if view would be appropriate to the action; and (4) all other practical problems that make trial of a case easy, expeditious and inexpensive.

Id. at 508 (numerals added). The relevant public interest factors include:

> (1) administrative difficulties flowing from court congestion; (2) local interest in having localized controversies decided at home; (3) avoidance of unnecessary problems in conflict of laws, or in application of foreign law; (4) unfairness of burdening citizens with jury duty in an unrelated forum; and (5) interest in having the trial of a diversity case in a forum that is at home with the law that must govern the action.

[5] To the extent OPmobility's choice of forum was also motivated by the pendency of the bankruptcy case for the debtor Marelli entities or the exercise of personal jurisdiction over certain of the defendants, those issues do not provide a reason for heightened deference to that choice. With respect to the pendency of the bankruptcy case, it is not more convenient for the plaintiff to proceed in the bankruptcy forum rather than in France where key aspects of the underlying facts occurred. The Bankruptcy Court may determine that the case can more conveniently proceed in France, as it should. And with respect to jurisdiction, Defendants consent to jurisdiction in France. Thus, these factors play no role in the level of deference that should be accorded to the choice of forum here.

See id. The balance of private and public interests here overwhelmingly favors France.

First, the central witnesses in this case are French citizens or are located in France. Mr. Favre is a French citizen and his role with OPmobility was in France. Because Mr. Favre is a third-party witness, he cannot be compelled to testify in the United States. *See* Fed. R. Civ. P. 45(c) (limiting subpoena power to 100 miles from the place of compliance); *Dahl v. United Techs. Corp.*, 472 F. Supp. 696, 700 (D. Del. 1979), *aff'd*, 632 F.2d 1027 (3d Cir. 1980) (finding private interest factors favored dismissal in favor of Norway where substantial testimonial evidence would come from Norwegians who cannot be compelled to testify at trial in Delaware); *In re GCX Ltd.*, 634 B.R. at 452 (granting dismissal based on *forum non conveniens* and noting that "[t]he availability of compulsory process for attendance of unwilling witnesses is … a huge impediment in the United States where the Court cannot even compel the presence of witnesses located in other states let alone other countries"). By contrast, the French Commercial Court would have compulsory process over Favre. (Mehtiyeva Decl. ¶¶ 37-41.) Other potential witnesses identified in the Amended Complaint are likewise located abroad. For instance, OPmobility executives Laurent Burelle and Félicie Burelle, whose interactions with SVP underlie the tortious interference claim, are French. (Am. Compl. ¶¶ 108-09.) SVP UK's managing director, Mr. Paepegaey, who is alleged to have offered to travel to France to meet with OPmobility in connection with Marelli's potential hiring of Mr. Favre, is a French citizen based in the U.K. (*Id.*); Paepegaey Decl. ¶ 7.

Further, as set forth in the Paepegaey and Fioroni Declarations, witnesses who are familiar with the decision to pursue Mr. Favre, Mr. Favre's recruiting process, and any work Mr. Favre has performed in connection with Marelli are overwhelmingly located in the UK. (Paepegaey Decl. ¶¶ 9, 10; Fioroni Decl. ¶¶ 7, 11-12.). In particular, with respect to SVP, key management personnel covering the Marelli matter primarily operate out of SVP UK's London, England office, including

Mr. Paepegaey and Mr. Spiridonov. (Paepegaey Decl. ¶¶ 9, 10.) These key foreign-based witnesses from both Marelli and SVP, even if they can be compelled to testify (which is not automatic) in the United States, will have to bear substantial costs associated with traveling to the U.S. to participate in litigation in Delaware. Such costs not only involve monetary expenses but also substantial lost time available to devote to their actual business. (Paepegaey Decl. ¶ 19; Fioroni Decl. ¶¶ 10-12.) On the other hand, neither side has identified a single party or non-party witness that is located in Delaware or conducted relevant business in Delaware. The concentration of key witnesses residing in Europe, and the lack of any witnesses in Delaware, therefore favors dismissal. *See Windt*, 529 F.3d at 194 (holding that "the District Court reasonably determined that the logistics associated with obtaining the presence of willing witnesses favored dismissal" where "many of the witnesses and potentially responsible non-parties reside in Europe"); *Behrens*, 2022 WL 2593520, at *2 (affirming District Court in holding that "the large number of third-party witnesses located in the United Kingdom, most of whom could not be compelled to attend trial in Pennsylvania," supported *forum non conveniens* dismissal).

Second, key documentary evidence and sources of proof are located almost entirely outside of Delaware. Substantially all of the conduct alleged by Plaintiffs is centered in France, the UK or other parts of Europe. The Employment Contract between OPmobility and Mr. Favre was written in French and is understood to have been substantially performed in France. (Am. Compl. ¶ 55 & n.3.) Although the Amended Complaint provides some details about the categories of allegedly confidential information at issue, it still does not identify a specific Delaware situs for the purported use or disclosure of any alleged trade secrets. Instead, the Amended Complaint alleges that Mr. Favre, a French citizen, sent documents from his French employer's system to his personal email, that recruitment communications occurred in France, and that Mr. Favre

purportedly met with customers abroad and visited Marelli's manufacturing plant in Bari, Italy, not Delaware (Am. Compl. ¶¶ 4, 23, 63–68, 97–120.) Further, as explained in the Paepegaey and Fioroni Declarations, the documents and communications related to the decision to recruit and contract with Mr. Favre, and Mr. Favre's business activities in connection with Marelli are overwhelmingly located outside of the United States. Marelli's relevant documentary evidence is either not located in the United States, or located on its global IT network, which is hosted on cloud-based solutions provided by third parties located in the Netherlands, Italy, and Japan. (Fioroni Decl. ¶ 14.) SVP's documents and electronically stored information relevant to this proceeding are maintained electronically on servers located in part in the United Kingdom. (Paepegaey Decl. ¶ 17.) Further, the European Union General Data Protection Regulations ("EU GDPR"), the EU GDPR as it forms part of the laws of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act of 2018 and as amended ("UK GDPR"), and other applicable laws in the United Kingdom and European Union make it more difficult to transfer personal information concerning Mr. Favre and others to the United States for purposes of U.S. litigation than if the case was proceeding in France. (Paepegaey Decl. ¶ 18.) These data protection laws require the redaction and withholding of much more in the way of personal data information in cross-border discovery than would otherwise be required in the United States. The availability of documentary evidence and sources of proof thus heavily favors France over Delaware. *See Eurofins*, 623 F.3d at 162 (affirming dismissal where "[t]he record … reveals that the majority of key witnesses and sources of proof are, in fact, located in France or the European Union"); *Harris v. France Telecom, S.A.*, 2011 WL 3705078, at *5 (N.D. Ill. Aug. 22, 2011) (holding that the private interest factors "overwhelmingly favor a European fora" over the U.S. where "substantially all of the alleged conduct of Defendants took place in either England or France," and "both

documentary evidence and the witnesses would [have to] come to Chicago [plaintiff's chosen forum] for trial from one or both of those countries, at great expense").

Third, practical administrative considerations, including the need to translate foreign-language documents and the difficulty associated with obtaining relevant documents and testimony in Delaware, favor France. For instance, the Employment Contract and OPmobility's internal confidentiality policies were all created in French. (Am. Compl. ¶¶ 55 & n.3, 100, 111-17.) Additionally, given that OPmobility is a French company and Mr. Favre is a citizen of France, it is likely that a substantial share of OPmobility's confidential documents and information is likewise in French. For example, certain of the communications between Mr. Favre and persons at SVP were in French. (Paepegaey Decl. ¶ 12.) As such, litigation in Delaware would require the translation of voluminous documents at great expense to all parties, further underscoring the impracticality of this forum. *See Dahl*, 472 F. Supp. at 700 (need to translate documents and testimony from a foreign language favored dismissal); *Wit Software v. Talkdesk, Inc.*, 2023 WL 3454193, at *7 (May 15, 2023) (same). In addition, the French Blocking Statute restricts disclosure of documents to foreign proceedings. (Mehtiyeva Decl. ¶¶ 42-55.) That statute presents a significant practical hurdle to the conduct of U.S.-style discovery in this case, where the central evidence—including OPmobility's internal trade secret documentation, employment records, and correspondence—is located in France. *See Wit Software*, 2023 WL 3454193, at *7 (granting *forum non conveniens* dismissal in favor of foreign forum where discovery limitations under the Hague Convention presented significant obstacles). Moreover, key witnesses such as Mr. Favre and OPmobility executives who are French citizens residing in France or elsewhere in Europe cannot be compelled to attend depositions or trial in the United States. *See* Fed. R. Civ. P. 45(c). Proceeding with litigation in Delaware would necessitate either costly international depositions

pursuant to the Hague Convention or would deprive the parties of important live testimony. Indeed, this obstacle has already arisen as detailed in OPmobility's *Motion for Issuance of Request for International Judicial Assistance, Appointment of Commissioner, and Direction of Submission of Hague Convention Application* [Dkt. No. 18].[6] Even if future appointment of a Commissioner for obtaining discovery from the Defendants or third parties in France could facilitate production of some limited materials, a document-by-document authorization regime is a poor substitute for ordinary discovery where the identification and scope of claimed trade secrets will be contested throughout the various rounds of briefing. Indeed, Defendants may be hamstrung by the same impracticalities in trying to obtain any discovery from OPmobility in France, including depositions of relevant witnesses. These practical burdens support the case going forward in France, where the French Blocking Statute will not have the same effect.

Fourth, Delaware has minimal interest in this dispute. The alleged wrongful conduct centers entirely in France and involves French parties. Even after amending its Original Complaint, OPmobility does not identify a single event that occurred in Delaware giving rise to the claims—no contract was formed here, no misappropriation occurred here, and no communications were exchanged here. In fact, OPmobility has not identified any substantive connection to Delaware; the only factual allegations are that Delaware is the state of incorporation for Marelli Automotive Lighting and SVP. (Am. Compl. ¶¶ 39-40.) Under these circumstances, Delaware has no meaningful interest in adjudicating this controversy. *See Windt*, 529 F.3d at 193 (finding *forum non conveniens* dismissal justified because "there are no allegations that actions or

[6] OPmobility has itself already had to seek the issuance of a Letter of Request under the 1970 Hague Evidence Convention merely to obtain documents—including Mr. Favre's Employment Contract—from its own French group entity. This has already delayed multiple OPmobility filings in the case, and illustrates how cumbersome the document-gathering and discovery process will be if this litigation remains in Delaware.

events occurring in New Jersey gave rise to the fraud and mismanagement at issue in this case"); *Brunswick GmbH v. Bowling Switz., Inc.*, 2008 WL 2795936, at *4 (D. Del. July 18, 2008) ("Where the locus of a dispute is foreign, as it is here, a defendant's incorporation in the forum state is insufficient to transform the matter into a localized controversy."). Neither this Court nor the citizens of Delaware should be burdened with a dispute that has no meaningful connection to the state. *See Dahl*, 632 F.2d at 1032 ("The only contact that Delaware has with this case is that it is [the defendant's] state of incorporation. Indeed, [the defendant's] principal place of business is in Connecticut. We therefore conclude that the commitment of Delaware judicial time and resources to this case is not justified by any nexus Delaware has with what is essentially a Norwegian case."); *see also Gulf Oil*, 330 U.S. at 508–09 ("Jury duty is a burden that ought not to be imposed upon the people of a community which has no relation to the litigation.").

Further, while new conclusory allegations were added as part of the Amended Complaint, presumably in an attempt to tie Delaware to OPmobility's claims, these allegations do not change the primary situs of the dispute. These allegations include (i) OPmobility asserting, on information and belief, that the Defendants' "ties to Delaware are deliberate and strategic" because Marelli filed the Chapter 11 Cases in this District for its entire global group; (ii) Marelli Automotive Lighting USA LLC being the lead debtor and a Delaware LLC; (iii) SVP being a Delaware LLC and the largest member of the Ad Hoc Group; and (iv) Delaware being the "locus of the restructuring and strategic planning that Mr. Favre was recruited to support." (Am. Compl. ¶¶ 149–150.) However, the situs of a corporate restructuring and asserted downstream commercial effects are not automatically the situs of the conduct giving rise to OPmobility's claims. In addition, OPmobility also attempts to tie this case to Delaware under the DTSA by alleging that each Defendant committed a domestic act allegedly in furtherance of the purported

misappropriation of trade secrets. (*Id*. ¶¶ 84, 143). But no single domestic act is actually alleged to have occurred in Delaware, thus providing no connection to this forum at all. These allegations do not render Delaware an appropriate forum for this litigation. Rather, that determination turns on the location of the operative conduct, witnesses, and proof, not where a defendant is undergoing reorganization efforts or where future competitive harm might ultimately be felt. *See In re GCX Ltd.*, 634 B.R. at 450 (granting dismissal on *forum non conveniens* ground and rejecting plaintiff's argument that its choice of the bankruptcy forum should be given deference because that would purportedly streamline case administration); *In re SPA*, 645 B.R. 48, 54-55 (Bankr. D. Del. 2022) (affording low deference to choice of forum by foreign plaintiffs where the only fact tying the proceeding to the United States was the debtor's chapter 11 case). The Amended Complaint continues to make clear that the purported conduct giving rise to OPmobility's claims took place primarily in France and supports dismissal in favor of a French forum.

Fifth, French law governs the core dispute. The Employment Contract is governed by French labor law. (Compl. ¶¶ 53–58 & n.3.) Mr. Favre has already initiated proceedings in the French Labor Court challenging the Non-Competition Provision under French law. (Compl. ¶ 112.). Whether the Non-Competition Provision is valid and enforceable—a threshold question for at least the tortious interference claim—is a question of French employment law. Litigating this case in Delaware would require this Court to interpret and apply foreign law, which weighs in favor of dismissal. *See Wit Software*, 2023 WL 3454193, at *9 ("Without engaging in a burdensome claim-by-claim analysis," it appears that foreign law would apply where "the relevant conduct alleged in those claims occurred" abroad); *see also Eurofins*, 623 F.3d at 162 (upholding dismissal even where Delaware law governed some, but not all, of plaintiffs' claims because France, as the locus of culpable conduct, had a more significant interest in resolving the dispute).

Finally, the public interest favors avoiding parallel proceedings and inconsistent results. As noted above, Mr. Favre has already commenced the French Labor Proceeding challenging the Non-Competition Provision—a basis of OPmobility's tortious interference claim. (Am. Compl. ¶ 123.) What's more, OPmobility has not only appeared defensively in the French Labor Proceeding—it has affirmatively invoked the jurisdiction of the French court in seeking preliminary and permanent injunctive relief that substantially overlaps with the relief it now seeks in this adversary action, including injunctive relief barring Mr. Favre's employment with Marelli. (Dkt. 28 (Defendants' Cross-Mot. to Stay) at *5.) It makes no sense to litigate Plaintiffs' claims against Mr. Favre in France while litigating claims based on the same nucleus of operative facts against Marelli and SVP in Delaware. Having all disputes proceed in France serves judicial economy and avoids the risk of inconsistent results between the French and U.S. proceedings regarding the validity and scope of the Non-Competition Provision. *See Eurofins*, 623 F.3d at 163 (affirming *forum non conveniens* dismissal where related litigation was already underway in France because "litigation in France will avoid the possibility of incongruous results stemming from parallel actions"); *Dahl*, 632 F.2d at 1030 (considering a then-pending investigation by the Norwegian Civil Aviation Administration in assessing the private interests of the parties relevant to the *forum non conveniens* analysis and granting dismissal).

In sum, the private-interest factors—including the location of witnesses, sources of proof, and practical litigation considerations—overwhelmingly favor France. As well, the public-interest factors point in the same direction: France has a significant interest in adjudicating a dispute arising from the Employment Contract, which is governed by French law, while Delaware's connection is only to Marelli's restructuring and the incorporation of a single Plaintiff and two Defendants, not to the underlying claims. Litigating in France also will avoid the risk of inconsistent results

concerning the validity and scope of the Non-Competition Provision. Moreover, the Amended Complaint's new allegations do not change the balance. France is the center of gravity of this dispute, and the case should be dismissed.

4. *Dismissal is Supported by Strong Third Circuit and Delaware District Court Precedent*

Two recent decisions from the Delaware District Court and Third Circuit, where *forum non conveniens* dismissal was granted under similar circumstances, are instructive and strongly support dismissal here.

In *Eurofins*, Delaware corporations sued French defendants for fraudulent inducement and breach of contract arising from the sale of certain intellectual property assets. 623 F.3d at 151–52. The District Court dismissed on *forum non conveniens* grounds, and the Third Circuit affirmed. *Id.* at 160–63. The contract at issue, like the Employment Contract here, was executed in France. *Id.* at 162. In affirming dismissal, the Third Circuit identified several factors weighing heavily in favor of France: "(1) the initial offer for the sale of the IP at issue in this litigation was extended in France by a French entity; (2) the contract at issue in this action was finalized and executed in France; (3) all of the sources of proof are located in France, including documents written in French and key witnesses; and (4) the third-party at the center of this contract dispute conducts business in France." *Id.* (quoting District Court). Because "the record . . . reveals that the majority of key witnesses and sources of proof are, in fact, located in France or the European Union," the Court affirmed that "the plaintiffs' choice of a Delaware forum is far outweighed by the burdens that a Delaware forum would impose on these defendants." *Id.* at 161–62, n.15 (quotation omitted). In affirming *forum non conveniens* dismissal, the Third Circuit further relied on the fact that related litigation was already pending in the French courts, recognizing that "litigation in France will avoid the possibility of incongruous results stemming from parallel actions." *Id.* at 163.

The parallels to the present dispute are striking. Like *Eurofins*, this case concerns a French-language contract executed in France—Mr. Favre's Employment Contract—that lies at the heart of Plaintiffs' claims. (Am. Compl. ¶ 55 & n.3.) As in *Eurofins*, "the majority of key witnesses and sources of proof are . . . located in France or the European Union." 623 F.3d at 162. The key witnesses here—including Mr. Favre, Mr. Paepegaey at SVP UK, and the OPmobility executives (Laurent Burelle and Felicie Burelle) who communicated with SVP regarding the potential hiring—are French nationals who conduct business in France. (Am. Compl. ¶¶ 2, 108-09.) Key documentary evidence, including the Employment Contract itself and OPmobility's internal confidentiality policies, is in French. (Am. Compl. ¶¶ 55 & n.3, 100.) And, as in *Eurofins*, the validity of the Non-Competition Provision under French law is squarely at issue in both this litigation and in the French Legal Proceeding, and litigation in Delaware would risk inconsistent results on the same issue now before the French Labor Court.

Indeed, the case for dismissal here is *stronger* than in *Eurofins*. The Third Circuit in *Eurofins* affirmed dismissal even though Delaware law governed the contracts at issue, reasoning that "dismissal on *forum non conveniens* grounds is appropriate because the litigation is focused on French defendants' alleged breaches of contract and fiduciary duties, which took place in France, and, therefore France has a more significant interest in resolving the dispute than Delaware." *Id.* at 162. Here, by contrast, French law—not Delaware law—governs the Employment Contract. (Am. Compl. ¶¶ 54–59 & n.3.) French law is also applicable to the threshold enforceability question underlying the tortious interference and aiding-and-abetting claims. Those claims require a breach of the Employment Contract or a breach of a purported fiduciary duty arising from the employment relationship, which are issues governed by French law and will be impacted by the French Labor Court's rulings concerning the scope of the Non-

Competition Provision. Those claims will also require the independent interpretation of French law. Further, the alleged acquisition and recruitment conduct remains centered abroad. The case for a French forum is compelling. OPmobility's claims concern actions surrounding global businesses with nothing demonstrating a specific connection to Delaware that would make proceeding here more convenient than in France—and, in fact, would be less convenient than in France, where the underlying issues are properly addressed.

The District of Delaware's decision in *Wit Software* is also on point. There, a Portuguese software company sued a Delaware-incorporated defendant for breach of contract, trade secret misappropriation under the DTSA and DUTSA, and tortious interference arising from alleged employee solicitation. 2023 WL 3454193, at *1–2. The court dismissed on *forum non conveniens* grounds, finding that the private and public interest factors both weighed in favor of dismissal. In applying the private interest factors, the court emphasized that "most, if not all of the witnesses [were] in Portugal and much of the documentary evidence [was] in Portuguese." *Id.* at *7. The court further noted that "[p]roceeding with this action in Delaware would necessitate the translation of a large number of documents at great expense to the parties." *Id.* Based on these considerations, the court concluded that "the private interest factors weigh[ed] heavily in favor of dismissal." *Id.* at *8. As for the public interest factors, the court found that Delaware's only connections—the defendant's state of incorporation and a Delaware choice-of-law provision—were insufficient to justify burdening Delaware courts with a dispute that was "essentially a [Portuguese] case." *Id.* at *6. The court reasoned that "[w]here the locus of a dispute is foreign, as it is here, a defendant's incorporation in the forum state is insufficient to transform the matter into a localized controversy." *Id.* at *6 (quoting *Brunswick GmbH*, 2008 WL 2795936, at *4).

As in *Wit Software* and *Eurofins*, the dispute here involves foreign parties and employment contracts, the key witnesses and documentary evidence are located abroad and many of the key documents will be in a foreign language. Further, parallel litigation is pending in the foreign jurisdiction that risks inconsistent adjudication concerning the enforceability of the Non-Competition Provision.[7] These cases compel the same result here: dismissal in favor of proceeding in a French forum.

IV. CONCLUSION

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

[7] As the Court noted at the July 20, 2026 hearing on the Defendants' Cross Motion to Stay Proceedings on the Grounds of International Comity in favor of the French Legal Proceeding, it is not likely to diverge from a French court's ruling on the enforceability of a French contract governed by French law. This further supports dismissal on *forum non conveniens* grounds, as the Court has already recognized the propriety of allowing the French Labor Court to decide French issues on the Employment Contract.

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