Docket #0087 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)

DECLARATION OF PROFESSOR KAMALIA MEHTIYEVA

[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.

I, Professor Kamalia Mehtiyeva, declare as follows:

I. Qualifications

1. I am a Professor of Law at Université Paris-Est Créteil Val de Marne (France), a position I have held since 2021. I co-direct the LLM in Advanced International Business Litigation and serve as co-Director of the interdisciplinary research center LIPHA (EA 7373). My teaching encompasses international arbitration, international commercial law, international economic law, and international litigation, as well as private international law, civil procedure and civil enforcement, international judicial law, and international mutual legal assistance in both civil and criminal matters.

2. From 2018 to 2021, I served as Associate Professor (Maître de conférences) at Paris 1 Panthéon-Sorbonne University, where I taught private international law, international arbitration, French and international enforcement law, French civil procedure, and judicial law in the European Union. From 2008 to 2016, I was Assistant Professor at Paris 1 Panthéon-Sorbonne University, teaching contract law, tort law, private international law, civil procedure and civil enforcement, and criminal procedure.

3. I obtained a Master's degree in Private Law at Paris 1 Panthéon-Sorbonne University in 2006, with a specialization in Procedural Law (Civil Procedure and Civil Enforcement). I passed the French Bar Examination in 2008. In 2017, I obtained a Doctorat d'État en droit (PhD in Law) from the Paris 1 Panthéon-Sorbonne University. In 2021, I became a Professor of Law after successfully completing the national Concours d'agrégation in private law (7th in the national ranking).

4. Since 2009, following my practice at Shearman & Sterling LLP in the areas of civil procedure, civil enforcement, international arbitration, and transnational litigation, I have practiced at various law firms in Paris.

5. I am the author of several books concerning civil procedure, civil enforcement, transnational civil procedure and mutual legal assistance, including *The Concept of Judicial Cooperation* (in French, *La notion de coopération judiciaire,* LGDJ, 2018), which was awarded the 2018 Prize of the French Branch of the International Law Association, and *French Civil Procedure* (Wolters Kluwer, 2026). I am also the author of the Yearly Chronicle on International Judicial Cooperation, which I founded in 2019 and which is published annually in the Journal du Droit International (Clunet). This Chronicle annually surveys and comments on the leading French and international case law on international judicial cooperation in civil matters. Across successive editions, these Chronicles have consistently examined the interaction between French procedural sovereignty and cross-border judicial cooperation, including the international jurisdiction of French courts, the recognition and enforcement of foreign judgments and arbitral awards, the mechanisms and limits governing requests for judicial assistance and the taking of evidence abroad, the operation of the French Blocking Statute, and the constraints imposed by the principles of sovereignty and territoriality on investigative or evidentiary measures carried out, or having effects, outside French territory.

6. I have served as an adviser on civil procedure matters in the Draft Private International Law Code to the French Ministry of Justice.

7. On the basis of my academic work, legal practice, publications, and participation in the development of French trade secret legislation, I have been asked to provide my opinion on certain questions of French law relevant to this process.

Scope of Opinion

8. I understand that OPmobility Gestion, OPmobility SE, OPmobility Holding USA, Inc., and OPmobility Lighting Holding (collectively, "OPmobility") have brought an

Amended Adversary Complaint against Strategic Value Partners, LLC and related SVP entities and Marelli Automotive Lighting USA, LLC and related Marelli entities (collectively, the "Defendants") before the United States Bankruptcy Court for the District of Delaware, arising, among other things, from the alleged acquisition, disclosure, or use of confidential information and from the Defendants' alleged involvement in conduct attributed to Mr. Laurent Favre, OPmobility's former Chief Executive Officer. I further understand that OPmobility asserts claims characterized under United States law as trade secret misappropriation, tortious interference with contract, and aiding and abetting breach of fiduciary duty, and seeks various forms of relief, including injunctive relief and monetary compensation, and that the Defendants intend to move to dismiss the Amended Adversary Complaint on the ground of forum non conveniens in favor of France, and separately intend to raise the French Blocking Statute in connection with the disclosure of documents and information located in France.

9. I have been instructed by Cartier Meyniel, French counsel to Marelli, to address the following questions of French law:

a. whether French courts have jurisdiction over OPmobility's claims against the Marelli and SVP defendants, including (i) whether jurisdiction exists under Article 46 of the Code of Civil Procedure on the ground that the harmful conduct or the resulting damage is located in France, and (ii) whether, independently, jurisdiction exists on the basis of the parties' consent under Article 48 of the Code of Civil Procedure or through their procedural conduct;

b. whether the connecting factors required for French jurisdiction under Article 46 (the place of the harmful event or the place where the damage was suffered) are satisfied;

c. whether the French forum is, in any event, also available on grounds independent of consent, having regard to the sound administration of justice and the pending Labour Court proceedings in Nanterre;

d. whether, and under what conditions, French courts would have compulsory process over Mr. Favre, including whether the *Conseil de Prud'hommes* (French Labour Court) and the Commercial Court possess the power to compel his testimony as a witness, whether or not he is a party to the proceedings; and

e. whether, and to what extent, the French Blocking Statute (Law No. 68-678 of 26 July 1968, as extended by Law No. 80-538 of 16 July 1980) restricts or prohibits the disclosure of documents and information located in France for use in the U.S. proceedings.

10. In preparing this Declaration, I have reviewed, among other materials:

f. Mr. Laurent Favre's application for an injunction before the Labour Court of Nanterre dated April 13, 2026;

g. OPmobility's responsive submissions before the Labour Court of Nanterre dated June 17, 2026;

h. Mr. Laurent Favre's reply before the Labour Court of Nanterre dated July 7, 2026; and

i. the Amended Adversary Complaint dated August 21, 2026;

11. My opinions are confined to the questions of French law identified above. I do not express an opinion concerning the merits of OPmobility's factual allegations or whether any particular allegation has been established.

I. Jurisdiction of the French courts

12. French courts have jurisdiction over OPmobility's claims on two independent grounds. First, and irrespective of any act of will by the parties, French courts have jurisdiction under Article 46 of the Code of Civil Procedure because either the alleged harmful conduct or the alleged damage is located in France.

13. Second, and in any event, French courts also have jurisdiction because the Defendants have consented to thejurisdiction of French courts, whether through the operation of Article 48 of the Code of Civil Procedure or through their own procedural conduct.

IA. French courts have jurisdiction under Article 46 of the Code of Civil Procedure

14. Under French law, the international jurisdiction of French courts is governed, as a matter of principle and outside the scope of specific Conventions, by the extension to the international order of the ordinary rules of internal territorial jurisdiction.

15. In tort or quasi-tort matters, this principle finds its expression in Article 46, paragraphs 1 and 3, of the Code of Civil Procedure, which provides that "*the claimant may bring proceedings, at its election, before, in addition to the court of the place where the defendant resides, […] in tort matters, the court of the place of the harmful event or the court within whose jurisdiction the damage was suffered*".[1]

[1] Article 46, paragraphs 1 and 3, of the Code of Civil Procedure, original in French : « *Le demandeur peut saisir à son choix, outre la juridiction du lieu où demeure le défendeur :*
(…) – en matière délictuelle, la juridiction du lieu du fait dommageable ou celle dans le ressort de laquelle le dommage a été subi ».

16. This extension follows from the broader principle, established by the *Cour de cassation*, that the foreign nationality or domicile of the parties does not, by itself, deprive French courts of jurisdiction, and that the ordinary rules of internal territorial jurisdiction are accordingly extended to international disputes (Court of cassation, first civil chamber, 30 October 1962, *Scheffel*).

17. The three connecting factors set out in Article 46, that is, the defendant's domicile, the place of the harmful event, and the place where the damage was suffered, are alternative, not cumulative. French courts accordingly have jurisdiction so long as any one of these three factors is located in France, without it being necessary for the others to be located there as well. This follows both from the wording of the provision itself, which offers the claimant an election between these grounds of jurisdiction, and from settled case law confirming that French courts remain competent even where the alleged tort or quasi-tort was only partially committed in France, whether because the alleged harmful event occurred in France while the alleged damage was suffered abroad, or the reverse.

18. Where the place where the alleged damage materialized and the place of the alleged causal event are distinct, the defendant may be sued, at the claimant's election, before the court of either place (Court of cassation, first civil chamber, 30 October 2006, No. 04-19.859).

19. In the present case, both connecting factors point to France.

20. First, OPmobility SE, the parent company of the OPmobility group and the former employer of Mr. Favre, its former Chief Executive Officer, has its registered and administrative offices in France, as do OPmobility Gestion and OPmobility Lighting Holding. The harm alleged by OPmobility, namely the misappropriation and use of its confidential information and trade secrets, is alleged to have been suffered at the seat of the

companies to which that confidential information belonged, in France – this being the place where the damage was suffered for purposes of Article 46.

21. Second, Mr Favre's alleged access to OPmobility's confidential information arose from his position as Chief Executive Officer of OPmobility SE, a role he held and exercised in France. It is this access, together with Mr Favre's subsequent alleged acquisition and retention of the information while still in office and physically present in France, that is said to constitute the harmful event – the place of the harmful event being, for purposes of Article 46, distinct from, but likewise located in, France.

22. Third, the Defendants further acknowledge, in seeking dismissal of the U.S. proceeding, that the alleged wrongful conduct centers entirely in France, that no single event or domestic act giving rise to the claims is alleged to have occurred in Delaware, and that the purported conduct giving rise to OPmobility's claims took place primarily in France.

23. Because both the place of the alleged harmful event (the alleged unlawful acquisition, disclosure, and use of confidential information, centered in France) and the place where the alleged damage was suffered (the seat of the OPmobility companies to which that information belonged, located in France) point to France, French courts have jurisdiction over OPmobility's claims under Article 46 of the Code of Civil Procedure. This conclusions holds *a fortiori*, since jurisdiction under this article requires the satisfaction of only one of these two connecting factors, not both.

24. This jurisdiction exists independently of any act of will or consent by the parties: it rests exclusively on the objective territorial connection between the dispute and France, established by the location of the harmful conduct and of the resulting damage.

B. In any event, the French forum is also available on the basis of the parties' consent under Article 48 of the Code of Civil Procedure

25. Having established that French courts have jurisdiction independently of the parties' will, it is equally relevant to note that the French forum is also available on the basis of the parties' consent.

26. The ordinary international jurisdiction of French courts may rest on the parties' consent, which may be expressed in two distinct ways.

27. First, through a jurisdiction clause, or forum selection clause, the parties may agree in advance to alter the international jurisdiction of French courts in either direction: a clause conferring jurisdiction on a foreign court derogates from the international jurisdiction that French courts would otherwise possess, while a clause electing a French court confers on the French judicial order an international jurisdiction it would not otherwise hold under the ordinary, derived, or privileged rules of jurisdiction.

28. Although Article 48 of the Code of Civil Procedure is, on its face, a domestic provision governing purely internal territorial jurisdiction, French courts adopted it as the statutory basis from which the lawfulness of such clauses is assessed even in international matters, subject to the adjustments required by the specific needs of international relations. Second, and independently of any pre-existing clause, a party's voluntary submission to the jurisdiction of French courts, whether by bringing proceedings before them, by appearing without challenging their jurisdiction, or by an unequivocal undertaking to submit to their jurisdiction for claims arising from a given set of facts, is itself sufficient to found their jurisdiction over that party, even in the absence of any contractual relationship between the parties designating that forum.

29. Under domestic law, Article 48 of the Code of Civil Procedure provides in full: "Any clause which, directly or indirectly, derogates from the rules of territorial jurisdiction

shall be deemed not written, unless it was agreed between persons who all contracted in their capacity as merchants and unless it was specified in a highly conspicuous manner in the undertaking of the party against whom it is invoked".[2]

30. Yet, whereas Article 48 of the Code of Civil Procedure prohibits, under domestic law, forum selection clauses that have not been agreed between merchants, case law recognizes, in principle, the lawfulness of such clauses in international relations, irrespective of the parties' status. In *Sorelec*, the Cour de cassation held that "clauses extending international jurisdiction are, in principle, lawful where an international dispute is at issue […] and where the clause does not defeat the mandatory territorial jurisdiction of a French court" (Court of cassation, first civil chamber, 17 December 1985, No. 84-16.338, *Compagnie de signaux et d'entreprises électriques v. Sorelec;* also Court of cassation, first civil chamber, 25 November 1986, No. 84-17.745).[3]

31. The only limitation is that the clause must not defeat the mandatory territorial jurisdiction of a French court; conversely, no obstacle to lawfulness arises where French jurisdiction is merely the privileged jurisdiction founded on Articles 14 and 15 of the Civil Code, which may be waived by a clause choosing a foreign court amounts to a waiver.

32. Independently of any pre-existing clause, a party's voluntary submission to the jurisdiction of French courts, whether by initiating proceedings before them, by appearing without challenging their jurisdiction, or by an unequivocal undertaking to submit to their

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[2] Article 48 of the Code of Civil Procedure, original in French : *Toute clause qui, directement ou indirectement, déroge aux règles de compétence territoriale est réputée non écrite à moins qu'elle n'ait été convenue entre des personnes ayant toutes contracté en qualité de commerçant et qu'elle n'ait été spécifiée de façon très apparente dans l'engagement de la partie à qui elle est opposée.*

[3] Original in French : « *Attendu, ensuite, que les clauses prorogeant la compétence internationale sont en principe licites lorsqu'elles ne font pas échec à la compétence territoriale impérative d'une juridiction française et sont invoquées dans un litige de caractère international ; que la cour d'appel, qui a constaté que les clauses incluses dans les connaissements litigieux étaient conformes aux usages des transports maritimes internationaux, a légalement justifié sa décision*». Subsequent case law confirmed this approach: Court of cassation, first civil chamber, 13 May 2020, No. 18-25.104.

jurisdiction for claims arising from a given set of facts, is itself sufficient to found their jurisdiction over that party, even in the absence of any contractual relationship designating that forum.

33. In summary, it follows from the foregoing that French ordinary law recognizes the parties' consent, whether expressed through a jurisdiction clause or through unequivocal procedural conduct (bringing proceedings, submission, or waiver), as an autonomous and fully adequate basis for a court's international jurisdiction, without any need to establish a further territorial connecting factor, such as domicile, the place of the harmful event, or the place of damage, subject only to the requirement that mandatory French jurisdiction not be circumvented. This framework confirms that the Defendants' consent or submission to the jurisdiction of French courts constitutes, under French law, a fully adequate basis of jurisdiction.

34. The availability of French courts as a forum is, moreover, reinforced by considerations of the sound administration of justice, which French courts take into account when assessing their own jurisdiction. Under French law, the international jurisdiction of French courts over a principal claim may, for reasons of sound administration of justice and procedural economy, extend to related defenses, counterclaims, or connected claims, thereby permitting a concentration of proceedings before a single forum (Court of cassation, commercial chamber, 21 June 1982; Court of cassation, first civil chamber, 12 May 2004, No. 01-13.903). This same rationale has led the Cour de cassation to hold that jurisdiction over a single dispute may be recognized where several claims, even if directed against different defendants, arise from a single set of facts and a single factual and legal situation,

such that separate adjudication would risk irreconcilable decisions (Court of cassation, labor law chamber, 12 April 2018, No. 16-24.866).[4]

35. Because the *Conseil de Prud'hommes* of Nanterre already has, and is actively exercising, jurisdiction over the dispute between Mr. Favre and OPmobility concerning the validity of the non-competition clause, this same rationale of sound administration of justice makes French courts all the more readily disposed to recognize their own jurisdiction over related claims arising from that same relationship, thereby confirming the availability of the French forum.

36. This conclusion is reinforced, in the specific circumstances of this dispute, by the conduct of OPmobility itself.Having filed counterclaims seeking injunctive and provisional relief concerning Mr. Favre's collaboration with the Marelli group in the proceedings brought by him before the French Labor Court (*Conseil de Prud'hommes*) of Nanterre, OPmobility cannot, consistently with the French procedural principle that no party may contradict itself to the detriment of another, also known as the estoppel rule (*interdiction de se contredire au détriment d'autrui*) be heard to argue in a foreign forum that French courts are not an available or appropriate forum for matters bearing on that same relationship. The Cour de cassation, sitting in Plenary Assembly, has held that a party's procedural conduct is sanctioned under this principle where, being fully informed, it maintains two incompatible positions in proceedings that involve the same parties and the same underlying relationship (Court of cassation, plenary assembly, 27 February 2009, No. 07-19.841). It should be noted, however, that this principle applies primarily to successive or concurrent positions taken within proceedings involving the same parties, and its extension across

[4] This ruling was rendered in the European Union context. However, the objective of consistent decisions is relevant to the present case. Original in French : « *en l'état de ces motifs, dont il résultait que les demandes, susceptibles d'entraîner des décisions contradictoires si elles étaient jugées séparément, s'inscrivaient dans le cadre d'une situation de fait et de droit unique, l'arrêt se trouve légalement justifié au regard des dispositions des articles 8 § 1 et 20 § 1 du Règlement*. »

genuinely distinct proceedings before different courts remains subject to certain limits; a more detailed development of this argument is set out below in connection with the risk of irreconcilable decisions.

II. The French courts would have compulsory process over Mr. Favre

37. Beyond the question of jurisdiction addressed above, French procedural law also equips French courts with the means to secure the participation of witnesses relevant to the dispute, including Mr. Favre. This is a distinct question from that of jurisdiction: it concerns not whether a French court may hear the dispute, but whether it can compel the attendance and testimony of a person located within its reach.

38. Under French law, both the *Conseil de Prud'hommes* and the Commercial Court possess this power over Mr. Favre, including where he is not himself a party to the proceedings. The general rules governing the taking of evidence by way of witness examination (*enquête*), set out at Articles 204 to 231 of the Code of Civil Procedure, apply before all courts of the judicial order ruling in civil, commercial, or labor matters, subject to rules specific to each matter (CPC, Article 749). Article 206 of the Code of Civil Procedure provides that "*any person who is lawfully summoned is required to give evidence*", subject only to a legitimate excuse, and to the right of certain close relatives of a party to decline to testify.[5]

39. This obligation is enforced by Article 207 of the Code of Civil Procedure, which provides that "defaulting witnesses may be summoned at their own expense if their examination is found necessary. Defaulting witnesses, and those who, without legitimate

[5] Article 206 of the Code of Civil Procedure, original in French : « Est tenu de déposer quiconque en est légalement requis».

excuse, refuse to testify or to take the oath, may be ordered to pay a civil fine of up to 10,000 euros".[6]

40. This power to compel testimony under Articles 204 to 231 of the Code of Civil Procedure is available to a court irrespective of whether the person summoned is a party to the proceedings: it extends to any third party whose testimony the court, acting on a party's request or of its own motion, considers useful to the discovery of the truth (CPC, Articles 218 and 222). Mr. Favre, whether or not he is a party to the proceedings before the *Conseil de Prud'hommes* or the Commercial Court, may accordingly be summoned as a witness and compelled to appear, subject to the sanctions described above.

41. Furthermore, although French courts do not have direct compulsory process over witnesses employed by SVP or Marelli who are located in the United Kingdom or the United States, French courts may still obtain testimony from such witnesses on the basis of Articles 733 to 748 of the Code of Civil Procedure. These provisions give domestic effect to the Hague Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters, to which both the United Kingdom and the United States are parties alongside France. It should be noted that both States have entered a reservation under Article 23 of the Convention excluding the execution of letters of request relating to pre-trial discovery of documents, but this reservation does not affect requests for the oral examination of witnesses as such. As a consequence, the French courts are equipped with the means to seek the assistance of the foreign authorities to compel the testimony of witnesses located in their respective territories.

[6] Article 207 of the Code of Civil Procedure, original in French : « Les témoins défaillants peuvent être cités à leurs frais si leur audition est jugée nécessaire. Les témoins défaillants et ceux qui, sans motif légitime, refusent de déposer ou de prêter serment peuvent être condamnés à une amende civile d'un maximum de 10 000 euros ».

III. The French Blocking Statute restricts disclosure of documents and information to foreign proceedings

42. Having established that French courts may compel Mr. Favre's participation as a witness, it is also relevant to address a distinct set of French rules: those restricting the disclosure of documents and information located in France for use in foreign proceedings.

43. The French Blocking Statute restricts, and may even render impossible, the direct disclosure of documents and information to foreign proceedings. As a consequence, litigation conducted in the United States in which documents or information located in France are at issue is subject to constraints that do not apply where the relevant evidence is located within the United States.

44. Law No. 80-538 of 16 July 1980 extended the scope of the blocking statute of 26 July 1968 (Law No. 68-678), commonly referred to as the "Blocking Statute", to matters of general application. This extension was made necessary by the proliferation, in the late 1970s, of cross-border disputes in which French companies were compelled to respond to discovery requests issued by American counsel, often taking the form of extensive questionnaires, thereby exposing them to broad demands for information without adequate procedural safeguards.

45. Article 1 of the Blocking Statute establishes a general prohibition on the disclosure of information liable to harm public order or the sovereignty, security, or essential economic interests of France. Article 1 provides: "*subject to treaties or international agreements, it is prohibited for any individual of French nationality or habitually residing in French territory, and for any director, representative, agent, or employee of a legal entity having its registered office or an establishment there, to communicate in writing, orally, or in any other form, wherever it may be, to foreign public authorities, documents or*

information of an economic, commercial, industrial, financial, or technical nature, the communication of which is liable to harm the sovereignty, security, or essential economic interests of France, or public order, as specified by the administrative authority as necessary".[7]

46. Article 1 *bis* of the Blocking Statute provides that, "subject to treaties or international agreements and to laws and regulations in force, it is prohibited for any person to request, seek, or communicate, in writing, orally, or in any other form, documents or information of an economic, commercial, industrial, financial, or technical nature intended to constitute evidence for the purposes of, or in the course of, foreign judicial or administrative proceedings".[8]

47. The Blocking Statute thus applies to, subject to treaties or international agreements, French nationals and persons habitually residing in France, as well as to the directors, representatives, agents, or employees of legal entities having their registered office or an establishment in France, prohibiting them from disclosing to foreign public authorities documents or information of an economic, commercial, industrial, financial, or technical nature whose disclosure is liable to harm the sovereignty, security, or essential economic interests of France, or public order. Since 16 July 1980, the date on which its scope was

[7] Article 1 of the Blocking Statute, original in French : « Sous réserve des traités ou accords internationaux, il est interdit à toute personne physique de nationalité française ou résidant habituellement sur le territoire français et à tout dirigeant, représentant, agent ou préposé d'une personne morale y ayant son siège ou un établissement de communiquer par écrit, oralement ou sous toute autre forme, en quelque lieu que ce soit, à des autorités publiques étrangères, les documents ou les renseignements d'ordre économique, commercial, industriel, financier ou technique dont la communication est de nature à porter atteinte à la souveraineté, à la sécurité, aux intérêts économiques essentiels de la France ou à l'ordre public, précisés par l'autorité administrative en tant que de besoin. »

[8] Article 1 *bis* of the Blocking Statute, original in French : « Sous réserve des traités ou accords internationaux et des lois et règlements en vigueur, il est interdit à toute personne de demander, de rechercher ou de communiquer, par écrit, oralement ou sous toute autre forme, des documents ou renseignements d'ordre économique, commercial, industriel, financier ou technique tendant à la constitution de preuves en vue de procédures judiciaires ou administratives étrangères ou dans le cadre de celles-ci. »

extended, the statute has served to counter foreign discovery processes and to afford specific protection to French companies.

48. The Blocking Statute is thus intended to ensure that evidence-gathering on French territory is conducted through the channels provided by the Hague Convention of 1970, and to afford French companies a legitimate ground on which to resist foreign discovery requests made outside that framework.

49. Outside the framework of international conventions or applicable European regulations on the taking of evidence, any request made by a foreign authority other than through a letter of request for mutual legal assistance constitutes a violation of French state sovereignty.

50. The French position, like that of other civil-law countries, tends towards recognizing the exclusive character of the Hague Convention of 1970, on the view that the methods of evidence-gathering it provides for are mandatory and that any search for evidence on French territory by foreign authorities must accordingly be conducted through a properly formalized request for mutual legal assistance.

51. Although French courts have only rarely applied the Blocking Statute, they have done so on occasion; in 2014, the Court of Appeal of Nancy refused, pursuant to the Blocking Statute, to order the disclosure of documents intended to be produced in a pre-trial discovery proceeding in the United States (CA Nancy, 4 June 2014, No. 14/01547).

52. The prohibition imposed by the Blocking Statute is subject to criminal sanctions of six months' imprisonment and a fine of €18,000 (€90,000 for a legal entity, pursuant to Article 131-38 of the Criminal Code), which characterizes it as a mandatory prohibition under French law. The statute has, moreover, already given rise to a criminal conviction : in Court of cassation, criminal chamber, 12 December 2007, No. 07-83.228, the Cour de cassation held that a French-qualified lawyer had committed a criminal offense by seeking

to obtain information for use as evidence in proceedings pending in California, without complying with the requirements of the Hague Convention, thereby attesting to the concrete and effective nature of the criminal constraint on the direct disclosure of documents in foreign proceedings. It should be noted, for completeness, that this remains, to date, the only criminal conviction handed down under the statute since its enactment, a fact that foreign courts have sometimes cited as evidence of its limited practical effectiveness.

53. Further, in 2022, the French government undertook a reform of the enforcement framework of the Blocking Statute, in response to criticism of its limited practical effectiveness, by creating a single point of contact for companies: the *Service de l'information stratégique et de la sécurité économique* (SISSE), a department of the *Direction Générale des Entreprises*, tasked with developing and implementing France's economic security policy and with the operational protection of France's strategic assets against foreign threats.

54. Decree No. 2022-207 of 18 February 2022, together with its implementing order of 7 March 2022, gives concrete effect to this reform, and entered into force on 1 April 2022. It requires any company that is the subject of a discovery or pre-trial discovery request from a foreign public authority, or from any person acting on that authority's behalf or in compliance with its request, to inform the SISSE without delay, and to file, as promptly as possible, a complete file in support of that notification. The SISSE has one month to render an opinion on the applicability of the Blocking Statute to the information sought which the company may in turn produce to the foreign authority in support of a refusal to disclose.

55. In summary, it follows from the foregoing that the French Blocking Statute prohibits, on pain of criminal sanctions, the disclosure of economic, commercial, industrial, financial, or technical documents or information intended for use as evidence in foreign judicial proceedings, outside the channels of mutual legal assistance provided for by

international conventions, in particular the Hague Convention of 18 March 1970. Any direct disclosure of documents located in France for the use in an American judicial proceeding, outside the framework of the international letter of request, may expose the person making such disclosure to criminal sanctions and may constitute, from the standpoint of French law, a violation of French sovereignty. The Blocking Statute accordingly restricts, and may even render impossible, the direct disclosure of documents to foreign proceedings outside this channel.

56. The foregoing opinions concern French law only. I do not express an opinion on the ultimate merits of the factual allegations made by any party in this proceeding or on questions of United States law.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and reflects my opinions on the matters of French law addressed herein.

Executed on September 15, 2026, in Paris, France.



Professor Kamalia Mehtiyeva