



Local Division Munich

UPC_CFI_798/2025

Order
of the Court of First Instance of the Unified Patent Court
Local Division Munich
issued on 18 June 2026

CLAIMANT

Advanced Standard Communication LLC, 675 Town Square Blvd., Suite 200, Garland, Texas 75040, USA, represented by its Manager, Mr. Jeremy Pitcock,

represented by: Dr. Michael Schneider and Philipp Neels, Taylor Wessing Partnerschaftsgesellschaft mbB, Isartorplatz 8, 80331 Munich.

DEFENDANTS

1. **Motorola Mobility LLC**, represented by its President Sergio Buniac, 222 West Merchandise Mart Plaza, Suite 1800, Chicago, Illinois, IL 60654, USA,
2. **Motorola Mobility International Sales LLC**, represented by its President Sergio Buniac, 222 West Merchandise Mart Plaza, Suite 1800, Chicago, Illinois, IL 60654, USA,

Registered Address of Service for Defendants 1) and 2):

c/o THE CORPORATION TRUST COMPANY, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, USA

3. **Lenovo (Deutschland) GmbH**, represented by its managing directors Mirco Krebs and Frank Oliver Allner, Löffelstraße 40, 70597 Stuttgart, Germany,

4. **Motorola Mobility Germany GmbH**, represented by its managing directors Björn Simski and Rembert Yarom Meyer-Rochow, Löffelstraße 40, 70597 Stuttgart, Germany,

represented by: Dr. Tobias Wuttke, Jan Bösing, Bardehle Pagenberg
PartGmbH, Prinzregentenplatz, 81675 München.

PATENT AT ISSUE

European Patent n° EP 3 016 464 B1

PANEL/DIVISION

Panel 2 of the Local Division Munich

DECIDING JUDGE/S

This order has been issued by the Presiding Judge Dr. D. Voß as Judge-rapporteur.

LANGUAGE OF THE PROCEEDINGS

English

SUBJECT-MATTER OF THE PROCEEDINGS

Patent infringement – Application pursuant to Rule 262A RoP

SUMMARY OF FACTS

- 1 The Claimant is suing the Defendants for patent infringement. In their Rejoinder part II of II – FRAND/Enforcement (hereinafter referred to as Rejoinder), the Defendants set out in more detail their objection of compulsory licensing under antitrust law ('FRAND objection'). To support this objection, the Defendants also seek to produce specific licence agreements which they concluded with various licencees. With regard to the licence negotiations between the parties, the parties' licence offers and counteroffers, the revenue/profit margin with the accused products and the parties and the content of the licence agreements, the Defendants request an order to protect confidential information.

REQUESTS

- 2 The Defendants request,

- I. The following information is classified as "Confidential" or "Highly Confidential" respectively as specified below:

1. The following information highlighted in grey in the Rejoinder part II of II – FRAND/Enforcement and the exhibits thereto is classified as “Confidential information” pursuant to Art. 58 UPCA and excluded from public access:

Confidential information	Contained in
Details on the technical and commercial discussions between the parties	mn. 9-11, 13-15, 19, 20, 24-30, 58
The terms and conditions of Defendants’ counteroffers, including the details of the FRAND royalty calculations on which the new counteroffer is based	mn. 19-22, 63-99, 102-114, Exhibit BP-FRAND 13, Exhibit BP-FRAND 15
The terms and conditions of Claimant’s offers, including the details of the calculations on which the offers were based	mn. 33, 38-40, 42, 45, 56
Information concerning confidential revenue/profit margin with accused products	mn. 140, 141, 143

2. The following information highlighted in turquoise in the Rejoinder part II of II – FRAND/Enforcement and the exhibits thereto is classified as “Highly Confidential information” pursuant to Art. 58 UPCA, R. 262A.1, 262A.6 RoP and excluded from public access:

Highly Confidential information	Contained in
The content of the license agreement, including the details of the FRAND royalty calculation based upon this agreement	mn. 77-88, 112, Exhibit BP-FRAND 14 (entirely), Exhibit BP-FRAND 16 (entirely)

3. The following information highlighted in grey in the Request for document production of June 3, 2026 is classified as “Confidential information” pursuant to Art. 58 UPCA and excluded from public access:

Confidential information	Contained in
Existence of and parties to license agreement	Request 1., Request 2.a)
Details on the technical and commercial discussions between the parties and contact with licensors	mn. 3-7

4. The following information highlighted in turquoise in the Request for document production of June 3, 2026 is classified as “Highly Confidential information” pursuant to Art. 58 UPCA, R. 262A.1, 262A.6 RoP and excluded from public access:

Highly Confidential information	Contained in
Content of license agreement	mn. 3. 6. 7

- II. Claimant's access to the Highly Confidential information under I.2 and I.4. is restricted to Claimant's UPC Representatives, who represent Claimant in the present proceedings and to Jeremy Pitcock (Manager) of Claimant.
- III. The Confidential information and Highly Confidential information referred to under I. shall be treated as strictly confidential by anyone who becomes aware of it as a result of their involvement in the present proceedings. It shall not be used or disclosed outside these proceedings. This shall also apply after the present proceedings have concluded.
- IV. An exception to the obligations under III. applies only if and insofar as the information in question has already come to the attention of the receiving party outside of the present proceedings and, even then, only if that information has been obtained by the receiving party on a non-confidential basis from a source other than the Defendants, provided that the source is not bound by a confidentiality agreement with the Defendants or by any other duty of confidentiality vis-à-vis the Defendants.
- V. In the event of a culpable breach of this order, the court may, upon the request of the Defendants, decide on penalty payments of up to EUR 250.000,00 for each violation of this order. The specific amount of the penalty payments is determined by the Court having regard to the circumstances of the individual breach.

3 The Claimant requests

that besides Claimant's UPC representatives and Claimant's manager Mr. Jeremy Pitcock, access to the “Highly confidential information” is further granted to [REDACTED] of Ankura Consulting Group LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017, together with his team at Ankura;

in the alternative,

that access is restricted to [REDACTED] and to two team members identified by Claimant to the Court and Defendants prior to disclosure.

- 4 On 11 June 2026, the Judge-rapporteur informed the parties that he had no objection to the involvement of external experts and asked the parties to reach an out-of-court agreement on the number and names of the persons who are to be granted access to the confidential information. Such an agreement was not reached.

POINTS AT ISSUE

- 5 The Claimant does not dispute the confidentiality of the information referred to in the Defendants' confidentiality request. However, it requests for access to the highly confidential information also to [REDACTED] of Ankura Consulting Group LLC and his team since the Claimant itself does not have comparable FRAND related and economic valuation expertise in house, in particular an internal economics department specialising in the valuation of standard essential patents and in modelling and quantifying FRAND royalty rates. According to the Claimant, [REDACTED] is a recognised international expert in the economic assessment and calculation of FRAND royalties for standard essential patents who has acted as an expert in numerous court and arbitral proceedings. The Claimant states that [REDACTED] and Ankura are known for performing their work independently and are subject to strict internal compliance, confidentiality and information security standards. It is of the opinion that, in view of the complexity of FRAND valuation, the international licensing practice and the applicable economic methodologies, and the various defenses put forward by Defendants, Claimant is required and has so far already relied on external, specialised experts. The further engagement of [REDACTED] and Ankura also in relation to the highly confidential information is necessary, appropriate and proportionate to enable the Claimant to properly defend against the FRAND objection.
- 6 The Defendants agree to the Claimant's alternative request, but object to the disclosure of the highly confidential information to [REDACTED] entire team. They are of the opinion that Mr. Pitcock himself has vast experience in IP enforcement and IP licensing and that the Claimant is represented by experienced litigators in the present proceedings. Notwithstanding this, the Defendants find that granting access to the entire team at Ankura goes beyond the legal limitations. According to case law of the Court of First Instance, an external expert's team is not comparable to other members of a UPC representative's team, and the number of experts granted access to confidential information must not be unlimited or indeterminable.

GROUND FOR THE ORDER

- 7 The Defendants' request for confidentiality and access restrictions is justified to the extent of the operative part of this order.
- 8 The order for confidentiality of and access restrictions to information as specified in the operative part of this order is based on Article 58 UPCA and Rule 262A RoP.

I.

- 9 Pursuant to Art. 58 UPCA, the Court may, to protect the trade secrets, personal data, or other confidential information of a party to the proceedings or a third party, or to prevent an abuse of evidence, order that the collection and use of evidence in proceedings before it be restricted or prohibited or that access to such evidence be restricted to specific persons. Pursuant to Rule 262A RoP, a party may make an Application to the Court for an order that certain information contained in its pleadings or the collection and use of evidence in proceedings may be restricted or prohibited or that access to such information or evidence be restricted to specific persons.

II.

- 10 The requirements of Rule 262A RoP are met. The Judge-rapporteur exercises his discretion so as to grant access to the confidential information referred to under I. of Defendants' requests to the extent set out in the operative part of this order.

1.

- 11 The formal requirements according to Rule 262A.2 RoP are met. In their application of 3. June 2026, the Defendants provided the grounds upon which they believe access to the information in question should be restricted. The information relates to details of licensing negotiations, (counter-)offers, licence agreements and business figures such as revenues and profit margins and is therefore, according to Defendants' submission, to be regarded as confidential business secret that should be protected.

2.

- 12 Regarding the confidentiality of the information provided by the Defendants, the Claimant has not raised any objection and basically agrees to the restriction of access on its part in accordance with Rule 262A RoP. Consequently, the grounds relied upon by the Defendants for the restriction of access to this information significantly outweigh the Claimant's interest to have full access to the information and evidence in question within the meaning of Rule 262A.5 RoP. Whereas the Defendants have explained why this information has to be protected, the Claimant has not asserted any countervailing interests. The Claimant has not raised any objections to the classification of the information as confidential. Insofar, there is no reason to question whether the information is worthy of protection, and to refuse to order restriction of access. Public interest, on the other hand, does not need to be taken into account as it is protected by Rule 262 RoP and no reasoned request pursuant to Rule 262.1 (b) RoP is pending.

3.

- 13 In accordance with Art. 58 EUPCA and Rule 262A.5 RoP, the protection of the trade secret justifies restrictions on access to and use of confidential information to the extent as set out in the operative part of this order.

- 14 The Claimant has no objection to access restrictions as such. However, it seeks access to the highly confidential information for [REDACTED] of Ankura Consulting Group LLC and the entire team of Ankura (main request) and, in the alternative, for [REDACTED] and two team members, whereas the Defendants agree to grant access only to the extent of the Claimant's alternative request.
- 15 The Judge-rapporteur exercises his discretion to the effect that only [REDACTED] and two team members named by the claimant to the court and the Defendants prior to disclosure shall be granted access to the strictly confidential information.
- a)
- 16 Pursuant to R. 262A.6 RoP, the number of persons to whom access is restricted shall be no greater than necessary in order to ensure compliance with the rights of the parties to the legal proceedings to an effective remedy and to a fair trial, and shall include, at least, one natural person from each party and the respective lawyers or other representatives of those parties to the legal proceedings. According to the established case law of the Unified Patent Court, the question of whether a particular person may be granted full access under this provision must be determined on the basis of the relevant circumstances of the case, including the role of that person in the proceedings before this Court, the relevance of the confidential information to the performance of that role and the trustworthiness of the person in keeping the information confidential. R. 262A.6 RoP does not require that the person to whom access is given be an employee of a party or a representative within the meaning of Art. 48 of the Agreement on a Unified Patent Court (hereinafter: UPCA). Such a requirement does not follow from the wording of the provision and would unduly restrict a party's freedom to choose its assistants in the proceedings (CoA, Order of 12 February 2025, UPC_CoA_621/2024 – Daedalus v. Xiaomi).
- 17 In the event that one of the parties is a legal person, that party should be able to propose a natural person or natural persons who ought to form part of that circle of persons entitled to have access so as to ensure proper representation of that legal person, subject to appropriate judicial control to prevent the objective of the restriction of access to evidence and hearings from being undermined. Whether the person proposed by a party may be granted access to the confidential information must be determined on the basis of the relevant circumstances of the case, including the role of that person in the proceedings before this Court, the relevance of the confidential information to the performance of that role and the trustworthiness of the person in keeping the information confidential (CoA, Order of 26 January 2026, UPC_CoA_631/2025 – Ericson v. Asus; Order of 26 January 2026, UPC_CoA_755/2025 – SPT v. Vivo).
- 18 A party generally has the right to consult external experts. However, this does not mean that all external experts selected by the party must automatically have access to confidential information. Rather, the restrictions set out in Rule 262A.6 are applicable. Therefore, the number of experts granted access to the confidential information should not be "unlimited" or

“indeterminable”. Nor should the latter be the case, as effective protection of confidential information also requires clear accountability. It must be clear who is obliged to maintain confidentiality and who can be held responsible and legally liable in the event of a breach of the confidentiality order. Granting access ‘in advance’ is not appropriate. External experts must always be known by name; in any case, they must be identifiable (LD Mannheim, Order of 3 July 2024, UPC_CFI_471/2023 – DISH v. AYLO; LD Munich, Order of 14 August 2024, UPC_CFI_498/2023 – NEC v. TCL; LD Düsseldorf, Order of 15 July 2025, UPC_CFI_181/2025 – Qiagen v. bioMérieux).

b)

- 19 Based on these principles, access to the confidential information cannot be granted to [REDACTED] [REDACTED] entire team of Ankura Consulting Group LLC, but only to two members of the team who are to be named in advance so that the confidentiality obligations established by this order can also be extended to these two individuals.
- 20 It should be noted that the Claimant is duly represented by its UPC representatives and their team who are experienced litigators in proceedings concerning standard essential patents and have access to the confidential information. Furthermore, one natural person on the Claimant’s part, its manager Mr. Pitcock, is granted access to the confidential information. Furthermore, the Claimant has named [REDACTED] as external expert in the economic assessment and calculation of FRAND royalties for standard essential patents. This is in line with the principles set out above and gives rise to no concerns on the part of either the Judge-rapporteur or the Defendants.
- 21 The Judge-rapporteur also acknowledges that, in a company as Ankura Consulting Group LLC, a leading expert such as [REDACTED] is supported by a team that carries out research and drafts documents. It should also be borne in mind that, in the event of [REDACTED] [REDACTED] absence, a stand-in may be required. Therefore, access to the highly confidential information is also justified for members of [REDACTED] team.
- 22 However, in accordance with the principles set out above, the number of team members to be granted access must be limited and the Court and the Defendants must be informed in advance of the names of the team members. The Judge-rapporteur considers a number of two team members to be sufficient. In this regard, the Claimant’s interest in an effective remedy and a fair trial has been sufficiently taken into account. There is no indication that [REDACTED] [REDACTED] is unable to fulfil his role as an external expert for the Claimant with only two members of his team. Two team members offer the flexibility required to meet the requirements of an external expert. The Claimant has not explained what added value in [REDACTED] [REDACTED] advice is associated with the involvement of more than two team members. On the contrary, the less people are aware of highly confidential information, the greater the protection of this information, especially since the specific number of the team members and their reliability are unknown and highly confidential information is concerned. Claimant’s statement that [REDACTED] [REDACTED] and his team are subject to strict internal compliance,

confidentiality and information security standards and are accustomed to handling highly sensitive technical, commercial and licensing information does not make any different.

4.

- 23 Finally, it is made clear that the highly confidential information may only be disclosed to the two team members after they have been named to the Court and the Defendants and have been granted access by means of a corresponding order from the Judge-rapporteur or the panel. Otherwise, the confidentiality obligations are not properly established and confidentiality not guaranteed.
- 24 Any further discrepancies between the operative part of this order and the Defendants' requests are of a declaratory nature.

ORDER

- I. The following information is classified as "Confidential" or "Highly Confidential" respectively as specified below:

1. The information listed in the following table and highlighted in grey in the Rejoinder part II of II – FRAND/Enforcement and the exhibits thereto is classified as "Confidential information" pursuant to Art. 58 UPCA and excluded from public access:

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The terms and conditions of Claimant's offers, including the details of the calculations on which the offers were based	mn. 33, 38-40, 42, 45, 56
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2. The information listed in the following table and highlighted in turquoise in the Rejoinder part II of II – FRAND/Enforcement and the exhibits thereto is classified

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3. The information listed in the following table and highlighted in grey in the Request for document production of June 3, 2026 is classified as “Confidential information” pursuant to Art. 58 UPCA and excluded from public access:

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Highly Confidential information	Contained in
Content of license agreement	mn. 3. 6. 7

II. Access to

- the highly confidential version of the Statement of Rejoinder (2026-06-03_Rejoinder_Part_II_FRAND_-_Lenovo_highly_confidential_L180542VLU_signed. pdf) including Exhibits BP-FRAND 14 and BP-FRAND 16 and
- the highly confidential version of the Request for document production of 3 June 2026 (2026-06-03_Request_for_production_of_license_agreements_-_Lenovo_highly_confidential_L180542VLU_signed.pdf)

containing the highly confidential information under I. 2. and I. 4. is restricted to

- Claimant’s UPC representatives, who represent Claimant in the present proceedings,
- Jeremy Pitcock (Manager) of Claimant, and

- [REDACTED] of Ankura Consulting Group LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017.

The claimant reserves the right to name to the Court and the Defendants two further members of [REDACTED] team who, following the issue of a corresponding order, may be granted access to the aforementioned documents.

- III. The confidential and highly confidential information and the exhibits referred to under I. must be treated as strictly confidential by anyone who becomes aware of it as a result of their involvement in the present proceedings. It shall not be used or disclosed outside these proceedings. This shall also apply after the present proceedings have concluded. With regard to the highly confidential information referred to under I. 2. and I. 4., the persons named under II. must additionally treat the information as confidential in relation to anyone not named under II.
- IV. An exception to the obligations under III. applies only if and insofar as the information in question has already come to the attention of the receiving party outside of the present proceedings and, even then, only if that information has been obtained by the receiving party on a non-confidential basis from a source other than the Defendants, provided that the source is not bound by a confidentiality agreement with the Defendants or by any other duty of confidentiality vis-à-vis the Defendants.
- V. In the event of a culpable breach of this order, the court may, upon the request of the Defendants, decide on penalty payments of up to EUR 250.000,00 for each violation of this order. The specific amount of the penalty payments is determined by the Court having regard to the circumstances of the individual breach.
- VI. Insofar as the parties' requests go beyond I. to V. of this order, they are dismissed.

Daniel Voß

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