



Mannheim Local
Chamber

UPC_CFI_247/2025
Order
of the Court of First Instance of the Unified Patent Court issued
on 16 September 2025
relating to App_33294/2025

PLAINTIFF

Huawei Technologies Co. Ltd.

with registered office at the administrative building of Huawei Technologies Co. Ltd., Bantian,
Longgang District Shenzhen, 518129, P.R. China

represented by: Matthias Meyer, Bird & Bird LLP, Carl-Theodor-Str. 6, 40213 Düsseldorf

DEFENDANT

1. MediaTek, Inc.

Hsinchu Science Park No. 1, Dusing 1st Road - 30074 - Hsinchu - TW

2. MediaTek Germany GmbH

(Applicant) Kesselstraße 5-7 - 40221 - Düsseldorf - DE

Defendant 2, represented by: Dr. Moritz Meckel, Henderson, Farabow, Garrett & Dunner, LLP

PATENT IN CONTENTION: EP 3 567 731

DECISION-MAKING BODY: Mannheim Local Chamber

DECIDING JUDGE: Legally qualified judge Sender as rapporteur

SUBJECT: Statement of defence; application pursuant to Rule 190 of the Rules of Procedure

FACTS:

The second defendant requests the submission of licence agreements cited by the plaintiff [...], including the submission of licence agreements with (additional) licensees of the plaintiff named by the second defendant.

The claimant objects to the application of the second defendant insofar as two further licence agreements are to be submitted in addition to those referred to on pages 2 and 3 of its statement of 15 August 2025 (= section I of the claimant's application). These additional licence agreements relate exclusively to network infrastructure products and not to mobile devices. They are *therefore* not suitable for comparison. The claimant was unable to disclose the details of the licence agreements to the defendant out of court, as they contain strict confidentiality obligations. The disclosure of this strictly confidential information requires the consent of the respective contracting parties, which was not granted after a corresponding request (Exhibit K-NT22 (confidential)), which is why a court order to produce the documents is now necessary.

With regard to the further submissions and motions of the parties, reference is made to the exchanged pleadings of 20 July 2025 (motion of the second defendant) and 15 August 2025 (statement of the plaintiff) together with the annexes.

REASONS FOR THE DECISION:

The defendant's application is partially justified.

With the exception of the licence agreements with [...], the claimant must submit the licence agreements referred to on pages 2 and 3 of its statement of 15 August 2025 with its reply to the statement of defence in the infringement proceedings. In doing so, it is permitted to redact those parts that it does not wish to use for its factual submission or legal argumentation.

I. Insofar as the plaintiff agrees to the submission of the licence agreements specified by her in detail and has meanwhile – as she has documented to the court – unsuccessfully sought the consent of her respective contractual partners for the submission, the discretion granted in Rule 190 of the Rules of Procedure was to be exercised at this stage of the proceedings to order the submission. For the principles applicable in this regard, reference is made to the decision of the Mannheim Local Chamber of 30 April 2024, UPC_CFI_223/2023, Panasonic v. Xiaomi et al. The rapporteur understands the plaintiff's submission in paragraph 5 of its statement of 15 August 2025 to mean that the licence agreements to be submitted cover all [...] contracts mentioned 5 of its statement of 15 August 2025 to mean that the licence agreements to be submitted cover all [...] agreements mentioned, even if two agreements with a conclusion date of [...] are mentioned there which do not correspond to any dates in the list provided by the claimant in its statement of 15 August 2025.

II. However, the submission of the licence agreements with [...] was not (at least at present) to be ordered.

1. The court of first instance has discretion in deciding on an application for an order to produce evidence in accordance with Rule 190 of the Rules of Procedure. This discretion also includes the decision of the rapporteur on the order in which questions are to be decided in accordance with Rule 334(e) of the Rules of Procedure. The assessment of an application for an order to produce evidence may also depend on the stage of the proceedings. A

Such an application may be considered at a certain stage of the proceedings as not meeting the criteria of necessity, relevance and proportionality, but at a later stage as meeting these criteria (see Court of Appeal, order of 24 September 2024, UPC_CoA 298-300/2024, Oppo et al v. Panasonic).

2. Measured against this, the referral was not to be ordered in this respect.

To date, no sufficient evidence has been presented or is otherwise apparent that the claimant has other – perhaps even more suitable comparison licence agreements that the parties could usefully employ in their efforts to conclude a FRAND licence, especially since it is primarily the plaintiff's own decision whether and, if so, which and how many comparison licence agreements it submits in the proceedings in order to counter a possible FRAND objection by the defendant and to characterise its conduct as compliant with EU antitrust law. Procedural consequences could only be drawn if, for example, it were to emerge in proceedings that an SEP holder deliberately did not bring contracts suitable as comparative licences into the negotiations and proceedings in order to exploit its monopoly position to enforce excessive licences (see LK Mannheim, order of 16 May 2024, UPC_CFI_216/2023, Panasonic v. Oppo et al).

III. In addition, the application related to the preliminary application of the second defendant, which requires the plaintiff to submit the licence agreements together with "*all licence agreement amendments and supplements, any ancillary agreements and other agreements relating to the aforementioned agreements*", is too broad and must therefore also be rejected.

Even without knowledge of these circumstances, it appears possible to properly classify the plaintiff's offer as FRAND-compliant or FRAND-violating on the basis of the agreements now to be introduced into the proceedings, because this allows *the status quo* of the plaintiff's portfolio at the time the settlement licence agreements were concluded to be compared with the current portfolio, thereby enabling an assessment of whether any relevant changes may have occurred (see LK Mannheim, order of 16 May 2024, UPC_CFI_216/2023, Panasonic v. Oppo et al). In addition, it is also the plaintiff's risk to submit and explain suitable settlement licence agreements in order to characterise its conduct as compliant with EU antitrust law.

IV. For the latter reason, the plaintiff is also permitted to redact parts of the licence agreements to be submitted that it does not wish to use for its legal argumentation or its actual submission.

V. With regard to the further proceedings, it is appropriate and reasonable for the claimant to submit the contracts to be presented in connection with her statements on this matter in the reply. This does not prejudice the legitimate interests of the second defendant, as the latter has sufficient time within the deadline for the rejoinder to address the claimant's submissions.

VI. (Further) orders pursuant to Rule 262A of the Rules of Procedure will be issued in connection with the submission of the aforementioned contracts with the reply on the basis of corresponding applications, which are to be expected in any case in view of the further statements in the reply on the FRAND issue. This does not give rise to any concern about the loss of confidential information, as the procedure now established in the CFI requires that the unredacted versions of the respective pleadings be released only after a preliminary confidentiality order has been issued, which provides sufficient protection.

ORDER:

1. The submission of the following licence agreements with the reply to be filed within the time limit in the infringement proceedings is ordered:
 - Licence agreement between the claimant and [...];
 - Licence agreement between the claimant and [...];
 - Licence agreement between the claimant and [...];
 - Licence agreement between the claimant and [...];
 - Licence agreement between [...] and [...];
 - Licence agreement between the claimant and [...];
 - Licence agreement between the claimant and [...].

Passages may be redacted insofar as the plaintiff does not refer to these passages in its factual assertions and legal arguments.

2. The further applications are dismissed.
3. It should be noted that the court may take this into account if this preliminary order is not complied with (R. 190.7 VerfO accordingly).
4. It is further noted that the court may disregard procedural steps, facts, evidence or arguments if these have not been taken or submitted by the party within the time limit set by the court (R. 9.2 VerfO).

Issued in Mannheim on 16 September 2025 Name
and signature

**Tobias
Sender**
r

Digitally signed by
Tobias Sender

Date: 16.09.2025
07:11:29 +02'00'

Sender

Legally qualified judge

Appeal instructions (Art. 73(2)(a), 59 EPGÜ, R. 190, R. 220.1 (c), 224.1 (b) VerfO): The party affected by this decision may lodge an appeal within 15 days of its delivery.