



Local Division Munich
UPC_CFI_609/2025

Order

of the Court of First Instance of the Unified Patent Court

Local Division Munich

issued on 24 February 2026

Headnotes:

1. It follows from Art. 48 UPCA that a party has the fundamental right to freely choose whether it wishes to be represented by a lawyer (authorised to practise before a court of a Contracting Member State) or a European Patent Attorney according to Art. 48 II UPCA or by a team of both, optionally assisted by patent attorneys.
2. Neither Art. 48 UPCA nor Art. 58 UPCA implies that the right to freely choose a representative in proceedings before the UPC and to be represented by this representative in all relevant matters can be restricted with regard to whether the representative has a more legal or a more technical background. Both types of representatives are to be treated equally. As with technically qualified judges, the competence of a patent attorney to represent is not limited to purely technical matters.

Claimant:

UERAN Technology LLC, 220 N. Green Street, 60616, Chicago, US

represented by: Alexander Reetz

Defendants:

1. **Xiaomi Corporation**, c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Inseln
2. **Xiaomi Communications Co., Ltd.**, #019, 9th Floor, Building 6, 33 Xi' erqi Middle Road, Haidan District, Beijing 100085, China
3. **Xiaomi Inc.**, No.006, floor 6, Building 6, Yard 33, Middle Xi'erqi Road, Haidian District, Beijing, China
4. **Xiaomi Technology Netherlands B.V.**, Prinses Beatrixlaan 582, 2595BM, Den Haag, Netherlands
5. **Xiaomi Technology Germany GmbH**, Niederkasseler Lohweg 175, 40547 Düsseldorf, Germany
6. **Xiaomi Technology France S.A.S.**, 93 Rue Nationale, 92100 Boulogne-Billancourt, France
7. **Xiaomi Technology Italy S.R.L.**, Viale Edoardo Jenner 53, 20159 Mailand, Italy
8. **Xiaomi Technology Sweden AB**, Pyramidvägen 7 169 56, Solna, Stockholm, Sweden
9. **Romania Xiaomi Communication Technology S.R.L.**, Strada Ing. George Constantinescu, Nr. 4B Si 2-4, Et. 6, Ap. Biroul Nr. 623, București, Sector 2, Romania

represented by: Richard Wunderlich

Language of the proceedings:

English

Patents at issue:

EP 2 661 133

Panel:

Panel 1 of the Local Division Munich

Deciding Judge:

This order has been issued by Tobias Pichlmaier (judge-rapporteur)

Points at issue:

application to amend the order issued on 20 January 2026

Facts

The confidentiality order issued 20 January 2026 reads:

- “1. The statements and exhibits listed in detail in the following table (which are highlighted in grey in the Statement of Defence and/or marked as confidential and/or through the affix “-V”) are classified as confidential (Rule 262.2 RoP):

Location / Exhibit	Description
a) Statement of Defence – Part II, mn. 2-3, 6-7, 280, 294-299, 315-366, 368-379, 382-396, 398-431, 458-459, 684-686 Exhibits FBD 22-V, FBD 23-V, FBD 24-V, FBD 25-V, FBD 26-V, FBD 27-V	Licence negotiations between Claimant and Defendants
b) Statement of Defence – Part II, mn. 4, 6, 62-86, 93-100, 139-144, 173, 185-187, 189-190, 192-220, 223-225, 229-240, 245-246, 249, 255-267, 274-275, 277, 458-459, 474, 533 Exhibits FBD 12-V, FBD 12a-V, FBD 12b-V, FBD 12c-V, FBD 13-V, FBD 14-V	Defendants’ negotiations and licence agreement with [REDACTED]
c) Statement of Defence – Part II, mn. 5, 285-287 Exhibit FBD 20-V	Licence agreement between [REDACTED] and [REDACTED]
d) Statement of Defence – Part II, mn. 543, 548, 610, 612, 614, 621-622, 624-625, 629-630, 632, 635-637, 639, 642-643, 645-646, 658 Exhibit FBD 36-V	Defendants’ commercial information

2. Access (R. 262A RoP) is restricted to the information pursuant to 1.b) exclusively to
- a) Claimant’s authorized representatives and their assistants (all attorneys at law of the law firm Wildanger Kehrwald Graf v. Schwerin & Partner mbB Rechtsanwälte and all patent attorneys of the firm COHAUSZ & FLORACK Patent- und Rechtsanwälte Partnerschaftsgesellschaft mbB involved in the proceedings, as well as their respective office assistants);

b)

[REDACTED]

c)

Mr. [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Mr. [REDACTED] [REDACTED] [REDACTED] [REDACTED]

3. The information subject to confidentiality pursuant to 1. is subject to an appropriate duty of confidentiality, i.e. that any person who becomes aware of it due to their involvement in the present proceedings (as a party, representative, witness, expert, court official or in any other capacity) must treat it as confidential and may not use or disclose it outside these court proceedings or to persons outside those named pursuant to 2., unless they became aware of it outside the proceedings (Rule 262A RoP);

...”

On 26 January 2026 defendants filed an application to amend this order due to a clerical error, because mn. 406, 408, 415, and 417–431 of the SoD were accidentally omitted from defendants’ confidentiality request 2. for restriction of access on the side of claimant. Claimant did not object this request.

Furthermore, defendants request to limit access to the representatives registered in the court’s electronic system, i.e. Dr. Alexander Reetz of Wildanger Kehrwald Graf v. Schwering & Partner mbB Rechtsanwälte. Defendants recognize no need to provide access to the confidential information to the patent attorneys participating on behalf of Claimant (COHAUSZ & FLORACK Patent- und Rechtsanwälte Partnerschaftsgesellschaft mbB). In their view, granting patent attorneys access to the information relating to Defendants’ negotiations and licence agreement with [REDACTED] would increase the number of persons with access beyond what is “necessary in order to ensure compliance with the right of the parties to the legal proceedings to an effective remedy and to a fair trial” within the meaning of R. 262A.6 RoP. Access for Claimant’s patent attorneys is not required for Claimant to comment on the corresponding aspects of defendants non-technical defence.

Finally, Defendants object to the designation of Mrs. [REDACTED] as an expert in this proceeding, since Mrs. [REDACTED] is an attorney acting for [REDACTED] and is therefore unsuitable to act as an independent expert. The Patents-in-Suit were initially owned by [REDACTED]

is licensed to Defendants under a licence agreement with ██████████ (Statement of Defence – Part II, mn. 62–86, 93–100, 139–144, 173, 185–187, 189–190, 192–220, 223–225, 229–240, 245–246, 249, 255–267, 274–275, as well as Exhibits FBD 12-V, FBD 12a-V, FBD 12b-V, FBD 12c-V and FBD 14-V.

Claimant argues that it is not without reason that Claimants have decided to be represented by a team consisting of attorneys-at-law and patent attorneys. In doing so, Claimant has to rely on its patent attorneys not only for technical issues. Rather, the patent attorneys in Claimant's team of representatives are also responsible for dealing with issues relating to the various national patent registers. They are significantly more experienced in dealing with patent offices and are therefore much better positioned to assess the relevant issues.

With respect to Mrs. ██████████ claimant argues that she is an established Chinese lawyer and is more than aware of her duty to assess the facts presented to her truthfully and with regard to the present case. Therefore it would be downright defamatory to imply that she would allow herself to be influenced in her judgment by past mandates.

Reasons

1. Insofar as the claimant did not oppose the request, it is granted.
2. Insofar as defendants request to exclude claimant's patent attorneys from the confidentiality club, the judge rapporteur cannot find any reason for this:

According to Art. 48 UPCA parties shall be represented by lawyers or European Patent Attorneys. Representatives of the parties may be assisted by patent attorneys. It follows from Art. 48 UPCA that a party has the fundamental right to freely choose whether it wishes to be represented by a lawyer according to Art. 48 UPCA or a European Patent Attorney or by a team of both, optionally assisted by patent attorneys. Neither Art. 48 UPCA nor Art. 58 UPCA implies that the right to freely choose a representative in proceedings before the UPC can be restricted with regard to whether the representative has a legal or a technical background. As in the case of technically qualified judges, the competence of patent attorneys is not limited to purely technical matters.

3. Insofar as defendants oppose the admission of Mrs. ██████ to the confidentiality club (Order dated 20 January 2026 No. 1b) it has not been argued by defendants what information Mrs. ██████ as ██████ regular adviser" (defendant's application dated 26 January 2026, mn. 21) should obtain from the SoD with regard to negotiations and licence agreements with ██████ that she does not already have. It has to be emphasised that no application has been made to implement a confidentiality club with regard to No 1a), c) and d) of the order dated 20 January 2026. The confidentiality club therefore is exclusively limited to No. 1b).

Whether Mrs. ██████ is an objective and independent expert will have to be answered (if necessary) in the context of possible expert evidence. With regard to her participation in the confidentiality club, the only issue is to determine whether there is a legitimate interest in keeping Mrs. ██████ away from certain information. As long as it has to be assumed that she already has this information due to her activities for ██████ there is no reason to exclude her from the respective confidentiality club.

Order

1. It is clarified that the information covered in mn. 406, 408, 415, and 417-431 of the Statement of Defence – Part II is classified as confidential pursuant to no. 1b) of the Order and that no. 1b) of the Order is amended as follows:

b)	Statement of Defence – Part II, mn. 4, 6, 62–86, 93–100, 139–144, 173, 185–187, 189–190, 192–220, 223–225, 229–240, 245–246, 249, 255–267, 274–275, 277, 406, 408, 415, 417–431, 458–459, 474, 533 Exhibits FBD 12-V, FBD 12a-V, FBD 12b-V, FBD 12c-V, FBD 13-V, FBD 14-V	Defendants’ negotiations and licence agreement with [REDACTED]
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2. The further requests are rejected.



(signed by hand due to expiry of the signature card)

Pichlmaier

Judge rapporteur