

Patent Right	Date	March 4, 2019	Court	Intellectual Property High Court, First Division
	Case number	2018(Ne)10065		

- A case in which, with regard to a claim for confirmation of the non-existence of right to demand compensation for damage based on a patent right between the parties concerned including foreign corporations among both the appellants/appellees, the jurisdiction of the Japanese courts is acknowledged and then, the action was dismissed since the change of the action of adding the product to be the target of the action is not allowed, and the action lacks benefit of action and is illegal.

Case type: Confirmation of the non-existence of right to demand compensation for damages based on patent right and the like

Result: Appeal dismissed

References: Article 3-2, paragraph (3), Article 3-3, item (viii), Article 3-6, Article 3-9, Article 38, first half of the Code of Civil Procedure

Number of related rights, etc.: Patent No. 4913343

Summary of the Judgment

1 The present case is a case in which the appellants assert to the appellees that the act of producing, transferring, and the like the plaintiff's products 1 by the appellants is not applicable to infringement of the present patent right and sought for confirmation that the appellees, themselves or in subrogation to the appellee, Qualcomm, Inc., do not have the right to demand compensation for damage and the right to demand royalties [i] for the appellee, Qualcomm, Inc., on the basis of infringement of the present patent right; and [ii] for the appellees, Qualcomm subsidiaries, on the ground of infringement of the royalty claim.

2 The judgment in prior instance (Tokyo District Court 2017(Wa)5273, rendered on July 13, 2018) dismissed the present action by stating that the present actions lack benefit of confirmation and are illegal.

The appellants appealed against this and filed a petition for the change of the action of adding the plaintiff's products 2 which started to be sold in Japan after the judgment in prior instance.

3 The judgment acknowledged the jurisdiction of the Japanese courts regarding the international jurisdiction, did not allow the change of the action, and dismissed the action since it lacks benefit of action and is illegal as below.

(1) International jurisdiction

Since the address of the head office of the appellee, Qualcomm Technologies, Inc. is in Japan, jurisdiction on the ground that the principal office or business office is in Japan is acknowledged.

Moreover, since the present case is targeted to confirmation of the non-existence of the right to demand compensation for damages on the ground of infringement of the patent right, it falls under an action for a tort. Since the appellants are found to perform an act of import and sale and the like of the plaintiff's products 1 in Japan, it falls under "if the place where the tort occurred is within Japan", and the Japanese courts have jurisdiction.

In a relationship with the other appellees, since the right of the appellees as targets of confirmation of the non-existence to the appellants is based on the same factual causes, at least jurisdiction in a joint claim is acknowledged.

Therefore, in this case, the Japanese courts have jurisdiction.

(2) Change of action

In the court in prior instance, presence of benefit of confirmation and presence of international jurisdiction were exclusively examined, and the judgment in prior instance judged that the present action was illegal on the ground of lack of benefit of confirmation in them, and examination on presence of the right to demand compensation for damages or the right to demand royalties based on the present patent right has not been made at all. In the first place, the examination has not been made for the plaintiff's products 2 from the viewpoint as above. In addition, the appellees claim for determination that the petition for the change of action by the appellants should not be allowed.

In such a case, if substantive examination is to be made after the additional change of the action is allowed in the court of second instance, benefit of instance of the appellees is infringed, and the procedure of lawsuit is extremely delayed.

Therefore, the petition for change of the action by the appellants is not allowed.

Benefit of action

The appellees have repeatedly and clearly expressed that "in view of the facts that the license of the patent rights including the present patent right of the plaintiff's products 1 is granted to the contracted manufacturers (CM), and the appellant, Apple, receives the supply of all the plaintiff's products 1 from CM, the appellees do not have the right to demand compensation for damages and the right to demand royalties based on the present patent right and are not intended to exercise these rights against the appellants" through the court in prior instance to this

court up to the conclusion of the oral argument. In view of these circumstances, the CM license contract continuously takes effect at least at the conclusion of the present oral argument, and it is found that the present patent right is included in the targets of the license granted to CM of the plaintiff's products 1.

Moreover, in view of the history of the license negotiation between the appellant, Apple, and the appellee, Qualcomm and the like and lawsuits in the US between the two, it cannot be understood that the appellee, Qualcomm, asserts that they have the right to demand compensation for damages based on the infringement of the present patent right (and the corresponding patent right).

The benefit of confirmation of action against the appellee Qualcomm subsidiaries related to the assertion by the appellants is based on the presence of the benefit of confirmation of the action against the appellee, Qualcomm. Moreover, since none of the appellee Qualcomm subsidiaries has the present patent right, it cannot be considered that they have or exercise the right to demand compensation for damages or the right to demand royalties based on the present patent right against the appellants only by the fact that they operate business related to the worked products, and there is no evidence, either, sufficient to find that they actually exercised these rights.

As described above, the present action lacks the benefit of confirmation and is illegal.

Judgment rendered on March 4, 2019

2018(Ne)10065, Appeal case seeking for confirmation of the non-existence of right to demand compensation for damages based on patent right

Court of Prior Instance: Tokyo District Court 2017(Wa)5273

Date of conclusion of oral argument: January 23, 2019

Judgment

Indication of parties concerned: As described in attached list of parties concerned

Main text

- 1 All the present appeals are dismissed.
- 2 The change of the action by the appellants in this court is not allowed.
- 3 The appellants shall bear the cost of the appeal.
- 4 The additional period for filing a final appeal and a petition for acceptance of final appeal against this judgment shall be 30 days for the appellant, Apple Incorporated.

Facts and reasons

No. 1 Gist of the appeal

- 1 The judgment in prior instance is reversed.
- 2 This case is remanded to the Tokyo District Court.

No. 2 Outline of the case and the like (unless otherwise prescribed, the abbreviations follow the judgment in prior instance)

1 Claims by the appellants

This case is a case in which the appellants asserted to the appellees that the following acts by the appellants until the date of conclusion of oral argument of this case are not applicable to infringement of the present patent right and sought for confirmation that the appellees, themselves or in subrogation to the appellee, Qualcomm, Inc., do not have the right to demand compensation for damages and the right to demand royalties [i] for the appellee, Qualcomm, Inc., on the basis of infringement of the present patent right; and [ii] for the appellees, QTI, QCTAP, and Qualcomm Technologies, Inc. (hereinafter, these three subsidiaries are collectively called the "appellee Qualcomm subsidiaries") on the ground of infringement of the royalty claim.

Note

It is confirmed that the appellees do not have the right to demand compensation for damages and the right to demand the royalty on the basis of the patent right of the Japanese Patent No. 4913343 with regard to the act of producing, transferring, leasing, importing, or offering to transfer or lease (including displaying for the purpose of transferring or leasing) each of the products described in the attached list of articles in the judgment in prior instance by the appellants (hereinafter, referred to as the "plaintiff's products 1").

2 History of lawsuit

The judgment in prior instance dismissed the claims by stating that all the actions by the appellants lack benefit of confirmation and are illegal.

All the appellants appealed against this and claimed for remanding to the Tokyo District Court.

Moreover, the appellants claimed for addition of each of the products described in the attached list 2 of articles (hereinafter, referred to as the "plaintiff's products 2") to target products in the petition for change filed on November 15, 2018 in this court.

(omitted)

No. 4 Judgment of this court

This court also determines that the action lacks benefit of action and is illegal and thus, it should be dismissed. The grounds are as follows.

1 International jurisdiction

This case is a case in which the appellants assert to the appellees that the act of producing, transferring, and the like the plaintiff's products 1 by the appellants is not applicable to infringement of the present patent right and sought for confirmation that the appellees do not have the right to demand compensation for damages and the right to demand royalties [i] for the appellee, Qualcomm, Inc., on the basis of infringement of the present patent right; and [ii] for the appellees, Qualcomm subsidiaries, on the ground of infringement of the royalty claim.

First, since the address of the head office of the appellee, Qualcomm Technologies, Inc. is in Japan, jurisdiction on the ground that the principal office or business office is in Japan (Article 3-2, paragraph (3) of the Code

of Civil Procedure) is acknowledged.

Moreover, since the present case is targeted to confirmation of the non-existence of the right to demand compensation for damages on the ground of infringement of the patent right, it falls under an action for a tort. With regard to an action for a tort, the international jurisdiction in our country is acknowledged "if the place where the tort occurred is within Japan" (Article 3-3, item(viii) of the Code). In this case, the non-existence of the right to demand compensation for damages on the ground of infringement of the Japanese patent right held by the appellee, Qualcomm is a target of confirmation, and since it is found that the appellants perform an act of import and sale and the like of the plaintiff's products 1 in Japan (the entire import of the argument), the Japanese courts have jurisdiction.

In a relationship with the other appellees, since the right of the appellees to be targets of confirmation of the non-existence with respect to the appellants is based on the same factual causes, at least jurisdiction in a joint claim (Article 3-6, Article 38, first half of the Code) is acknowledged.

In this case, dismissal without prejudice due to special circumstances (Article 3-9 of the Code) cannot be acknowledged.

Therefore, in this case, the Japanese courts have jurisdiction.

2 Change of action

The appellants petitioned for a change of action with the gist that each of the products described in the attached list 2 of articles (plaintiff's products 2) should be added to the products to be a target of the present action.

However, in the court in prior instance, presence of benefit of confirmation and presence of international jurisdiction were exclusively examined, and the judgment in prior instance judged that the present action was illegal on the ground of lack of benefit of confirmation in them, and examination on presence of the right to demand compensation for damages or the right to demand royalties based on the present patent right has not been made at all. In the first place, the examination has not been made for the plaintiff's products 2 whose addition was petitioned from the viewpoint as above.

In addition, the appellees claim for determination that the petition for

the change of action by the appellants should not be allowed, since it is illegal and extremely delays the procedure of the lawsuit.

In such a case, if substantive examination is to be made after the additional change of the action is allowed in the court of second instance, benefit of instance of the appellees is infringed, and the procedure of lawsuit is extremely delayed since search on the side of the appellees is required on whether or not the plaintiff's products 2 related to the addition are a target of CM license.

Therefore, the petition for change of the action is not allowed.

3 Findings

In addition to the premise facts, by integrating the undisputable facts among parties concerned, evidence (each of the pieces of evidence inserted in the following and at the end) and the entire import of the argument, the following facts are found.

(1) Relationship between the appellants and the appellee, Qualcomm

The appellee, Qualcomm granted a license (CM license) related to the act of producing, transferring, and the like the plaintiff's products 1 to four companies, which are CM (Contracted Manufacturers) of the plaintiff's products 1 (hereinafter, referred to as the "four CM companies" in some cases) for a part of the patent right held by the company (including the present patent right), and the appellants receive supply of all the plaintiff's products 1 from the four CM companies. (Exhibit Otsu 4, entire import of the argument)

(2) History of the present license negotiation

The appellant, Apple and the appellee, Qualcomm started negotiation (present license negotiation) for the purpose that the appellant Apple receives direct grant of a license from the appellee, Qualcomm for a global declared essential patent portfolio related to the present communication standard held by the appellee, Qualcomm around 2014.

The history of the present license negotiation is as follows.

A A staff member in charge in the appellant, Apple sent the letter (Exhibit Ko 9) as of February 5, 2016 including the following contents to a staff member in charge in the appellee, Qualcomm.

(●omitted●)

B The staff member in charge in the appellee, Qualcomm sent the letter (Exhibit Ko 10) as of February 17, 2016 including the following contents to

the staff member in charge in the appellant, Apple.

(●omitted●)

C The staff member in charge in the appellee, Qualcomm sent a list describing a large number of patents the appellee, Qualcomm disclosed to ETSI as of March 18 of the same year to the staff member in charge in the appellant, Apple, and asked to let the staff member know if there is a patent not worked in the product of the appellant, Apple in the list (Exhibit Ko 7). The list describes "given/published/application number", "name", "abstract", "standard disclosure", and "geographical range" of the US or Chinese corresponding patent of the present patent and also describes the patent number ("Japan: 4913343") of the present patent right (on the second page of the list attached to the Exhibit Ko 7).

D The staff member in charge in the appellant, Apple sent the letter as of April 18 of the same year including the following contents (Exhibit Ko 11) to the staff member in charge in the appellee, Qualcomm.

(●omitted●)

E The staff member in charge in the appellee Qualcomm sent the letter as of June 12 of the same year including the following contents (Exhibit Ko 6) to the staff member in charge in the appellant, Apple.

(●omitted●) (hereinafter, this description is referred to as the "present description".)

The appellee, Qualcomm provided a list of all the patents recognized to be likely to include claims essential for the portable communication standard (claims of the patent to be a target of the FRAND proposal) to the appellant, Apple and indicated a part to which these claims are applied in the standard.

(●omitted●)

F The staff member in charge in the appellee, Qualcomm sent the letter as of July 15 of the same year including the following contents (Exhibit Ko 15) to the staff member in charge in the appellant, Apple.

(●omitted●)

G The appellant, Apple rejected the aforementioned proposal by the appellee, Qualcomm, by stating that it violated the FRAND obligations and proposed mutual licenses for the standard essential patents of the respective portable phones to the appellee, Qualcomm in September of the same year

(Exhibit Ko 8).

In response to that, the staff member in charge in the appellee, Qualcomm sent the letter as of October 12 of the same year (Exhibit Ko 13) to the staff member in charge in the appellant, Apple, and asserted that the patent exhaustion asserted by the appellant, Apple, is irrelevant to the present license negotiation and that the patent exhaustion theory does not prohibit asking for payment of a separately calculated patent license fee of a purchaser of the product in an agreement on the sale of the product embodying the patent right with the purchaser and rejected the proposal by the appellant, Apple. (Exhibit Ko 8)

H The appellee, Qualcomm provided the "claim chart list sample" for a part of the patent rights held by the appellee, Qualcomm to the appellant, Apple around December of the same year (Exhibits Ko 8 and 14). The claim chart list sample describes the US patent (Patent No. 7095725) corresponding to the present patent.

(3)Lawsuit in China and US lawsuit

A The appellee, Qualcomm instituted an infringement lawsuit on the patent right related to the Chinese patent corresponding to the present patent with Maze, Inc. which is a portable communication terminal manufacturer as a defendant in China in June of 2016 (Exhibit Ko 8).

B The appellant, Apple filed a lawsuit (US suit) with the South California District Court of the United States on January 20, 2017 with the appellee, Qualcomm as the defendant.

The appellant, Apple requested confirmation that the appellee's, Qualcomm's selling act of a baseband/processor/chip set by the appellee, Qualcomm to the CM exhausts the patent right of the appellee, Qualcomm related to the patent right included in the chip set; confirmation that the appellee, Qualcomm did not make a non-discriminatory proposal of a license with a rational royalty rate and rational conditions to the appellant, Apple; and setting of a FRAND rate using the rational royalty rate for the patent held by the appellee, Qualcomm worked by the appellant, Apple and the like in the US lawsuit.

In response to that, the appellee, Qualcomm requested [i] the license proposal disclosed by the appellee, Qualcomm to the appellant, Apple in the present license negotiation satisfies the FRAND conditions; and [ii] if the court determines that the appellant, Apple still has the right to accept the

proposal under the FRAND condition from the appellee, Qualcomm, confirmation that the royalty under the FRAND condition for the portfolio license of the mobile communication SEP has been already proposed and the like as matters for remedy in the first modified cross bull as of May 24 of the same year.

However, on September 14, 2018 the appellee, Qualcomm made an unconditional and irrevocable oath for any of the claims in the nine patents including the US patent corresponding to the present patent with the contents that the appellee would not make any claim or request from the appellant, Apple based on a ground of action which can occur under the US Patent Act with regard to the product manufactured, used, sold, offered for sale, or imported by the appellant, Apple and the like before, on the date of, or after the date of issue of the oath.

Moreover, the appellee, Qualcomm withdrew the aforementioned [ii] while it maintained the petition for confirmation of the aforementioned [i] in the second modified cross bull as of April 11 of the same year. (Exhibits Ko 17, 18, 33, Exhibits Otsu 2, 4, 6, 7)

(4) Response by the appellees

The appellees expressed in the court of prior instance that the appellee, Qualcomm granted the license of the patent right including the present patent right to the four CM companies of the plaintiff's products 1 (CM license) and since the appellant, Apple, has received supply of all the plaintiff's products 1 from the four CM companies, the appellees did not have or were not intended to exercise the right to demand compensation for damages and the right to demand royalties based on the present patent right against the appellants.

Moreover, the appellees explicitly stated in this court, too, that they do not have or do not intend to exercise the right to demand compensation for damages and the right to demand royalties based on the present patent right in the act of producing, transferring, and the like the plaintiff's products 1 against the appellants.

4 Dispute (2) (presence of benefit of confirmation)

(1) The dispute (2) (presence of benefit of confirmation) is as described in the description in No. 3, 2 in "Facts and reasons" in the judgment in prior instance (line 17, page 17 to line 16, page 21 in the judgment in prior instance) and it is cited except that the phrase "to the plaintiff" on line 26,

page 19 in the judgment in prior instance is revised to the phrase "to the appellants" and addition is made as in (2) below for the assertion by the appellants in this court.

(2) Assertion by the appellants in this court

A CM license contract

(A) As asserted by the appellants, there is no objective evidence showing the timing of conclusion, a target range, and other details of the CM license contract in this case.

However, in this case, the appellees have repeatedly and clearly expressed that "in view of the facts that the license of the patent rights including the present patent right of the plaintiff's products 1 is granted to the four CM companies (CM license), and the appellant, Apple receives the supply of all the plaintiff's products 1 from the four CM companies, the appellees do not have the right to demand compensation for damages and the right to demand royalties based on the present patent right or do not intend to exercise these rights against the appellants" through the court in prior instance to this court up to the conclusion of the oral argument.

On the other hand, even if the appellee, Qualcomm admits that they did not conduct re-negotiation of the license contract with CM in the German lawsuit, it does not necessarily mean that the CM license in this case is not valid currently. Moreover, with regard to the re-negotiation of the license contract with CM and the like based on the determination by the Fair Trade Commission in Taiwan, there is no evidence supporting this, and even if it is acknowledged, the same as the above applies.

In view of these circumstances, the CM license contract continuously takes effect at least at the conclusion of the oral argument of this case, and it is found that the present patent right is included in the targets of the CM license granted to CM of the plaintiff's products 1.

(B)The appellants assert that such a doubt arose that the present patent right is a targeted patent of the CM license since the appellee, Qualcomm changed the assertions on the targeted patents of the CM license and the like at the conclusion of the oral argument of this case.

However, as in the aforementioned findings, the appellant, Apple had received the supply of all the plaintiff's products 1 manufactured on the basis of the CM license, but the present license negotiation was started with the proposal from the appellant, Apple as a trigger for the purpose that the

appellant, Apple directly receives the grant of the license from the appellee, Qualcomm for the global declared essential patent portfolio related to the present communication standard held by the appellee, Qualcomm and was not started with an alarm or awareness of the problem that the plaintiff's products 1 infringe (or are likely to infringe) the patent rights of the appellee, Qualcomm including the present patent right. Moreover, the present description in the letter as of June 12, 2016 by the staff member in charge in the appellee, Qualcomm to the staff member in charge in the appellant, Apple (Exhibit Ko 6) that "the product of the appellant, Apple infringes many patents of the appellee, Qualcomm (if there is no license)" is assumed to be described to respond to the letter as of February 5 of the same year by the staff member in charge in the appellant, Apple to the staff member in charge in the appellee, Qualcomm (Exhibit Ko 9) in which the appellant, Apple side asked for presentation of a list of all the essential patents of the portable communication that the appellee, Qualcomm considers to be infringed by the product by the appellant, Apple (if there is no license (absent a license)) and to the letter as of April 18 of the same year by the staff member in charge in the appellant, Apple to the staff member in charge in the appellee, Qualcomm (Exhibit Ko 11) in which the appellant, Apple side asked that once again. Moreover, the present description has the preceding description which can be understood such that the appellee, Qualcomm showed the recognition that the appellant, Apple purchased the products of the appellant, Apple manufactured by the CM who received the grant of the CM license from the appellee, Qualcomm and paid the royalty to the appellee, Qualcomm with understanding of the above. Actually, in the process of this license negotiation, no description that the whole of or a part of the products by the appellant, Apple infringes (infringe) the patent right of the appellee, Qualcomm including the present patent right is found other than that with the wording of this "(absent a license)" added.

In view of the history of the present license negotiation and the contexts of the letters as above, it is reasonable to understand that the present descriptions of the aforementioned letters express the opinions or findings of the appellee, Qualcomm that the patent right is infringed without the CM license or any other license in the relationship with the present patent right. Then, the present description cannot be considered to indicate the change in

the assertion by the appellee, Qualcomm in relation with the assertion by the appellants. This does not have any relation with presence of objective evidence related to the CM license.

There is no other evidence sufficient to acknowledge that the assertion by the appellee, Qualcomm related to the relationship between the present patent right and the CM license has been changed.

B Evaluation related to assertion by the appellee, Qualcomm in the present license negotiation

The appellants assert that the present description is nothing other than infringement assertion on the plaintiff's products 1 by the appellee, Qualcomm.

However, in the process of the present license negotiation, there is no mention that the plaintiff's products 1 infringe the patent right of the appellee, Qualcomm including the present patent right other than the present description. Moreover, the present description is understood to express the opinions or findings of the appellee, Qualcomm that the patent right is infringed without the CM license and any other licenses in relation with the present patent right as described in the aforementioned A.

C Expression by the appellees in the litigation in the US lawsuit by the appellee, Qualcomm and the present lawsuit

The appellants assert that the appellee, Qualcomm substantially asserts infringement including the present patent right on the plaintiff's products 1 in the US lawsuit.

However, as in the aforementioned findings, in the US lawsuit, the appellant, Apple requested confirmation that the appellee, Qualcomm did not make a non-discriminatory proposal of a license with a rational royalty rate and rational conditions to the appellant, Apple, and setting of a FRAND rate using the rational royalty rate for the patent held by the appellee, Qualcomm worked by the appellant, Apple and the like, and as the countersuit against this, the appellee, Qualcomm requested [i] the license proposal disclosed by the appellee, Qualcomm to the appellant, Apple in the present license negotiation satisfies the FRAND conditions; and [ii] if the court determines that the appellant, Apple still has a right to accept the proposal under the FRAND condition from the appellee, Qualcomm, confirmation that the royalty under the FRAND condition for the portfolio license of the mobile communication SEP has been already proposed and the

like. Moreover, the appellee, Qualcomm withdrew the petition [ii] later. As described above, the petition and the assertion related to this by the appellee, Qualcomm in the US lawsuit were made against the petition by the appellant, Apple on the premise that the appellant, Apple directly receives the grant of the license from the appellee, Qualcomm and cannot be understood to request confirmation that the right to demand compensation for damages based on the infringement of the US patent corresponding to the present patent is held beyond that limit. The expert's opinion related to the appellants' point-out also remains in those documents submitted as the evidence of such US lawsuit and thus, the understanding as above is not affected.

D Benefit of confirmation related to the appellee Qualcomm subsidiaries

The appellants assert that all the appellee Qualcomm subsidiaries charge/collect the license fees of the present patent right under instructions by the appellee, Qualcomm, and with regard to the act of producing, transferring, leasing, importing, or offering to transfer or lease (including displaying for the purpose of transferring or leasing) the plaintiff's products 1 until the date of conclusion of oral argument of this case, they assert that it cannot be considered that the benefit of confirmation related to the appellee Qualcomm subsidiaries still does not exist since there is a real risk that they themselves or in subrogation to the appellee, Qualcomm exercise the right to demand compensation for damages and the right to demand royalties on the ground of infringement of the royalty claim.

However, as described above, the benefit of confirmation cannot be found in the present action even in the relationship with the appellee, Qualcomm having the present patent right, and the benefit of confirmation of the action against the appellee Qualcomm subsidiaries related to the assertion by the appellants is based on presence of the benefit of confirmation of the action against the appellee, Qualcomm.

Moreover, in the first place, none of the appellee Qualcomm subsidiaries has the present patent right and thus, it cannot be considered that they have or exercise the right to demand compensation for damages or the right to demand royalties based on the present patent right against the appellants only by the fact that they operate business related to the worked products and the like. There is no evidence, either, sufficient to find that any of the

appellee Qualcomm subsidiaries actually exercised these rights.

As a result, there cannot be a specific concern that the appellee Qualcomm subsidiaries exercise these rights, and it is obvious that there is no benefit of confirmation on the present action against them.

E Even if the other circumstances pointed by the appellants are considered, the assertion by the appellants on this point cannot be employed.

5 Conclusion

As described above, the present action lacks benefit of action (benefit of confirmation) and is illegal and should be dismissed. Since the judgment in prior instance to be the same as the above is reasonable, the present appeal is not grounded.

Therefore, judgment is rendered as in the main text.

Intellectual Property High Court, First Division

Presiding Judge TAKABE Makiko

Judge SUGIURA Masaki

Judge KATASE Akira

(Attachment)

List of parties concerned

Appellant: Apple Japan GK

Appellant: Apple Incorporated

(omitted)

Appellee: Qualcomm Incorporated

Appellee: Qualcomm Technologies Inc.

Appellee: Qualcomm CDMA Technologies Asia-Pacific PTE LTD

Appellee: Qualcomm Japan GK

(omitted)

(Attachment)

List of articles 2

40 iPhone XS 64GB

41 iPhone XS 256GB

42 iPhone XS 512GB

43 iPhone XS Max 64GB

44 iPhone XS Max 256GB

45 iPhone XS Max 512GB

46 iPhone XR 64GB

47 iPhone XR 128GB

48 iPhone XR 256GB

End