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9 *Attorneys for Plaintiff*
 10 FINJAN, INC.

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 13 **IN THE UNITED STATES DISTRICT COURT**
 14 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 15 **SAN FRANCISCO DIVISION**

16 FINJAN, INC., a Delaware Corporation,

17 Plaintiff,

18 v.

19 JUNIPER NETWORKS, INC., a Delaware
 20 Corporation,

21 Defendant.
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Case No.: 3:17-cv-05659-WHA

**DECLARATION OF AUSTIN MANES IN
 SUPPORT OF DEFENDANT JUNIPER
 NETWORKS, INC.'S ADMINISTRATIVE
 MOTION TO FILE DOCUMENTS UNDER
 SEAL**

[Re: Dkt. No. 95]

1 I, Austin Manes, declare:

2 1. I have personal knowledge of the facts stated herein.

3 2. I am licensed to practice law in the State of California and am an attorney at Kramer
4 Levin Naftalis and Frankel LLP, counsel of record for Finjan, Inc. (“Finjan”). I make this declaration
5 in support of Defendant Juniper Networks, Inc.’s Motion to Seal (Dkt. 95) documents filed in support
6 of its Motion for Summary Judgment Re Claim 1 of U.S. Patent No. 6,804,780 (Dkt. 96) (“Juniper’s
7 Brief”), pursuant to Civil Local Rules 79-5(d)-(e).

8 3. I have reviewed the following documents and confirmed that they contain information
9 designated “Highly Confidential - Attorneys’ Eyes Only” by Finjan pursuant to the stipulated
10 protective order in this litigation.

Identification of the documents to be sealed	Entity that designated the information as confidential
Juniper’s Brief at p. 25, ll. 1-3, 7-15.	Finjan
Exhibit 5 to Juniper’s Brief at p. 48 ll. 1-25; p. 49 ll. 1-25; p. 225 ll. 7-11.	Finjan
Exhibit 7 to Juniper’s Brief at p. 2 ll. 11-21; p. 3 ll. 1-9, 15-20.	Finjan
Exhibit 8 to Juniper’s Brief at p. 8 ll. 5-21.	Finjan
Rubin Declaration in support of Juniper’s Brief at p. 25 at the last two lines of paragraph 96.	Finjan

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20 4. Juniper’s Brief at p. 25, ll. 1-3, 7-15 discloses Finjan’s confidential business and
21 licensing practices – specifically the identification of particular third parties and Finjan’s licensing
22 practices and negotiations. Finjan treats its licenses as highly confidential within its business and
23 makes substantial efforts not to disclose the terms of its licenses to the public. If such provisions were
24 made public, it could negatively impact Finjan’s bargaining positions in future licensing negotiations
25 with competitors and no public interest will be served by disclosing this information publicly.

26 5. Exhibit 5 to Juniper’s Brief at p. 48 ll. 1-25; p. 49 ll. 1-25; and p. 225 ll. 7-11 disclose
27 Finjan’s confidential business and licensing practices – specifically the identification of particular third
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1 parties and Finjan's licensing practices and negotiations. Finjan treats its licenses as highly
2 confidential within its business and makes substantial efforts not to disclose the terms of its licenses to
3 the public. If such provisions were made public, it could negatively impact Finjan's bargaining
4 positions in future licensing negotiations with competitors and no public interest will be served by
5 disclosing this information publicly. A proposed redacted and unredacted version of Exhibit 5 to
6 Juniper's Brief is attached hereto.

7 6. Exhibit 7 to Juniper's Brief at p. 2 ll. 11-21; p. 3 ll. 1-9, 15-20 disclose Finjan's
8 confidential business and licensing practices – specifically the identification of particular third parties,
9 licensees, and their products. Finjan treats its licenses as highly confidential within its business and
10 makes substantial efforts not to disclose the terms of its licenses to the public. If such provisions were
11 made public, it could negatively impact Finjan's bargaining positions in future licensing negotiations
12 with competitors and no public interest will be served by disclosing this information publicly.

13 7. Exhibit 8 to Juniper's Brief at p. 8 ll. 5-21 discloses Finjan's confidential business and
14 licensing practices – specifically the identities of third-party licensees. Finjan treats its licenses as
15 highly confidential within its business and makes substantial efforts not to disclose the terms of its
16 licenses to the public. If such provisions were made public, it could negatively impact Finjan's
17 bargaining positions in future licensing negotiations with competitors and no public interest will be
18 served by disclosing this information publicly. A proposed redacted and unredacted version of Exhibit
19 8 to Juniper's Brief is attached hereto.

20 8. The Rubin Declaration in support of Juniper's Brief at p. 25 at the last two lines of
21 paragraph 96 discloses the names of confidential file directories for a third-party and also Finjan's
22 licensee. Finjan maintains the confidentiality of third-party information that has been disclosed to it in
23 litigation or under protective orders. Finjan also treats its licenses as highly confidential within its
24 business and makes substantial efforts not to disclose the terms of its licenses to the public. If such
25 provisions were made public, it could negatively impact Finjan's bargaining positions in future
26 licensing negotiations with competitors and no public interest will be served by disclosing this
27 information publicly.

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9. In light of the foregoing, compelling reasons exist to seal the documents described above.

I declare under penalty of perjury under the laws of the United States of America that each of the above statements is true and correct. Executed on June 11, 2018, in Menlo Park, California.

/s/ Austin Manes
Austin Manes