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 15 FINJAN, INC.

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

FINJAN, INC., a Delaware Corporation,

Plaintiff,

v.

JUNIPER NETWORKS, INC., a Delaware Corporation,

Defendant.

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

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

[Re: Dkt. No. 228]

1 I, Kristopher Kastens, 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. 228) documents filed in
 6 connection with its Motion to Exclude the Testimony of Mr. Kevin Arst (“Juniper’s Daubert”),
 7 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 Daubert at page 7, lines 6-7	Finjan
Exhibit 1 to Juniper’s Daubert, highlighted portions at pages 1, 7-12, 17, 33, 46-47, Exhibit 2.1	Finjan
Exhibit 2 to Juniper’s Daubert at page 116, line 6; page 117, lines 16-24	Finjan
Exhibit 6 to Juniper’s Daubert at page 42, lines 1-24; page 45, lines 24-25; page 66, line 1 through page 67, line 6; page 68, line 5 through page 69, line 3; page 69, line 13 through page 70, line 21; page 70, line 25 through page 72, line 24; page 73, lines 6-15; page 73, lines 22-25; page 82, lines 1-12; page 83, line 11 through page 84, line 5; page 85, lines 4-20	Finjan

21 4. Juniper’s Daubert at page 7, lines 6-7 disclose Finjan’s confidential business and
 22 licensing practices – specifically the identification of Finjan’s licensing practices and negotiations.
 23 Finjan treats its licenses as highly confidential within its business and makes substantial efforts not to
 24 disclose the terms of its licenses or negotiation tactics to the public. If such provisions were made
 25 public, it could negatively impact Finjan’s bargaining positions in future licensing negotiations with
 26 competitors and no public interest will be served by disclosing this information publicly.
 27

1 5. Exhibit 1 to Juniper's Daubert, highlighted portions at pages 1, 7-12, 17, 33, 46-47,
2 Exhibit 2.1 disclose Finjan's confidential business and licensing practices – specifically the
3 identification of particular third parties and Finjan's licensing practices and negotiations. Finjan treats
4 its licenses as highly confidential within its business and makes substantial efforts not to disclose the
5 terms of its licenses to the public. If such provisions were made public, it could negatively impact
6 Finjan's bargaining positions in future licensing negotiations with competitors and no public interest
7 will be served by disclosing this information publicly. Since Exhibit 1 to Juniper's Daubert contains
8 confidential information of Finjan and Juniper, Finjan is only providing a proposed unredacted version
9 of this document highlighting its own confidential information.

10 6. Exhibit 2 to Juniper's Daubert at page 116, line 6; page 117, lines 16-24 disclose
11 Finjan's confidential business and licensing practices – specifically the identification of particular third
12 parties, licensees, and their products. Finjan treats its licenses as highly confidential within its business
13 and makes substantial efforts not to disclose the terms of its licenses to the public. If such provisions
14 were made public, it could negatively impact Finjan's bargaining positions in future licensing
15 negotiations with competitors and no public interest will be served by disclosing this information
16 publicly. A proposed redacted and unredacted version of Exhibit 2 to Juniper's Daubert is attached
17 hereto.

18 7. Exhibit 6 to Juniper's Daubert at page 42, lines 1-24; page 45, lines 24-25; page 66, line
19 1 through page 67, line 6; page 68, line 5 through page 69, line 3; page 69, line 13 through page 70,
20 line 21; page 70, line 25 through page 72, line 24; page 73, lines 6-15; page 73, lines 22-25; page 82,
21 lines 1-12; page 83, line 11 through page 84, line 5; page 85, lines 4-20 disclose Finjan's confidential
22 business and licensing practices – specifically the identities of third-party licensees. Finjan treats its
23 licenses as highly confidential within its business and makes substantial efforts not to disclose the
24 terms of its licenses to the public. If such provisions were made public, it could negatively impact
25 Finjan's bargaining positions in future licensing negotiations with competitors and no public interest
26 will be served by disclosing this information publicly. A proposed redacted and unredacted version of
27 Exhibit 6 to Juniper's Daubert is attached hereto.

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8. 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 November 19, 2018, in Menlo Park, California.

/s/ Kristopher Kastens
Kristopher Kastens