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11 FINJAN, INC.

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

16 FINJAN, INC., a Delaware Corporation,  
17 Plaintiff,  
18 v.  
19 JUNIPER NETWORKS, INC., a Delaware  
20 Corporation,  
21 Defendant.

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

**DECLARATION OF JULIE MAR-  
SPINOLA IN SUPPORT OF PLAINTIFF  
FINJAN, INC.'S MOTION TO STAY THE  
ORDER RE SEALING OF ORDER ON  
DAUBERT MOTIONS (DKT. NO. 284)**

1 I, Julie Mar-Spinola, declare as follows:

2 1. I am the Manager and Vice President of Legal Operations at Finjan, Inc. I submit this  
3 declaration in support of Finjan, Inc.'s Motion to Stay the Order Re Sealing of Order on Daubert  
4 Motions (Dkt. No. 284). I have personal knowledge of the facts set forth in this declaration and, if  
5 called upon as a witness, I could and would testify to such facts.

6 2. Public disclosure of the confidential information exchanged between Finjan and its third party  
7 licensees (F5 and Sophos) during settlement discussions would be significantly detrimental to  
8 Finjan's business and cause irreparable harm. In the context of confidential settlement discussions,  
9 Finjan and these licensees exchanged proposed license fee terms under Fed. R. Evid. 408 based on  
10 patent information, the licensee's revenues, products, and other confidential business and product  
11 information of both parties. If such confidential information were to be disclosed publicly,  
12 prospective licensees, including other defendants in separate litigations, would be reluctant and  
13 unwilling to exchange relevant confidential information to engage in productive and meaningful  
14 licensing and settlement discussions.

15 3. For the purpose of engaging in candid and meaningful discussions with other potential  
16 licensees, Finjan has executed non-disclosure agreements with licensee F5 and other confidential  
17 licensees to protect the information that was exchanged during licensing negotiations. Pursuant to  
18 such confidentiality agreements, disclosure of confidential information exchanged as part of the  
19 licensing negotiations requires consent from the disclosing party before it is disclosed. Such  
20 confidential information is limited to disclosure within Finjan to only those with a need to know, and  
21 may be disclosed in litigation only when relevant and under the highest level of confidentiality  
22 designation pursuant to Court-ordered protective orders. If publicly disclosed, competitors in the  
23 marketplace could use such publicly disclosed confidential information to unfairly compete by using  
24 such confidential proposed pricing and licensing terms in business dealings among others in the  
25 marketplace to undercut Finjan and its licensees.

1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct.

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5 DATED: December 14, 2018

Respectfully submitted,

6 By: Julie Mar-Spinola  
7 Julie Mar-Spinola  
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