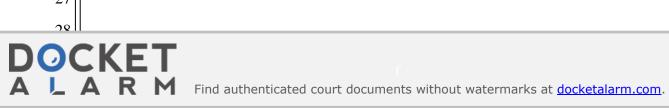
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9	Attorneys for Plaintiff FINJAN, INC.	
10	Trivially, five.	
11		
12	IN THE UNITED STATES DISTRICT COURT	
13	FOR THE NORTHERN DISTRICT OF CALIFORNIA	
14	SAN FRANCISCO DIVISION	
15	SAN PRANCISCO DI VISION	
16	FINJAN, INC., a Delaware Corporation,	Case No.: 3:17-cv-05659-WHA
17	Plaintiff,	DECLARATION OF JULIE MAR-
18	v.	SPINOLA IN SUPPORT OF PLAINTIFF FINJAN, INC.'S MOTION TO STAY THE
19	v.	ORDER RE SEALING OF ORDER ON
20	JUNIPER NETWORKS, INC., a Delaware	DAUBERT MOTIONS (DKT. NO. 284)
21	Corporation,	
-	Defendant.	
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I, Julie Mar-Spinola, declare as follows:

- 1. I am the Manager and Vice President of Legal Operations at Finjan, Inc. I submit this declaration in support of Finjan, Inc.'s Motion to Stay the Order Re Sealing of Order on Daubert Motions (Dkt. No. 284). I have personal knowledge of the facts set forth in this declaration and, if called upon as a witness, I could and would testify to such facts.
- 2. Public disclosure of the confidential information exchanged between Finjan and its third party licensees (F5 and Sophos) during settlement discussions would be significantly detrimental to Finjan's business and cause irreparable harm. In the context of confidential settlement discussions, Finjan and these licensees exchanged proposed license fee terms under Fed. R. Evid. 408 based on patent information, the licensee's revenues, products, and other confidential business and product information of both parties. If such confidential information were to be disclosed publicly, prospective licensees, including other defendants in separate litigations, would be reluctant and unwilling to exchange relevant confidential information to engage in productive and meaningful licensing and settlement discussions.
- 3. For the purpose of engaging in candid and meaningful discussions with other potential licensees, Finjan has executed non-disclosure agreements with licensee F5 and other confidential licensees to protect the information that was exchanged during licensing negotiations. Pursuant to such confidentiality agreements, disclosure of confidential information exchanged as part of the licensing negotiations requires consent from the disclosing party before it is disclosed. Such confidential information is limited to disclosure within Finjan to only those with a need to know, and may be disclosed in litigation only when relevant and under the highest level of confidentiality designation pursuant to Court-ordered protective orders. If publicly disclosed, competitors in the marketplace could use such publicly disclosed confidential information to unfairly compete by using such confidential proposed pricing and licensing terms in business dealings among others in the marketplace to undercut Finjan and its licensees.



DATED: December 14, 2018

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

Respectfully submitted,

By: Julie Mar-Spinola