

EXHIBIT C

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16
17 **IN THE UNITED STATES DISTRICT COURT**
18 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
19 **SAN FRANCISCO DIVISION**

20 FINJAN, INC., a Delaware Corporation,

21 Plaintiff,

22 v.

23 JUNIPER NETWORKS, INC., a Delaware
24 Corporation,

25 Defendant.

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

27 **PLAINTIFF FINJAN, INC.'S FIRST SET**
28 **OF REQUESTS FOR PRODUCTION OF**
DOCUMENTS TO DEFENDANT
JUNIPER NETWORKS, INC. (NOS. 1-60)

1 Plaintiff Finjan, Inc. (“Finjan”), by counsel, and pursuant to Federal Rule of Civil Procedure
2 33, hereby requests that Defendant Juniper Networks Inc. (“Juniper”) produce the following
3 documents for inspection and copying within thirty (30) days of the date of service of these requests at
4 the offices of Kramer Levin Naftalis & Frankel LLP, 990 Marsh Road in Menlo Park, California
5 94025, in accordance with the following Definitions and Instructions. These requests impose a
6 continuing duty upon Juniper to supplement promptly in accordance with Federal Rule of Civil
7 Procedure 26(e) and the Local Rules of the Northern District of California as Juniper becomes aware
8 of, generates, or acquires additional knowledge or information responsive to these requests.

9 DEFINITIONS

10 1. The terms “You,” “Your,” and “Defendant” shall mean Juniper Networks Inc., Your
11 present and former directors, officers, employees, parent organization(s), subsidiary organization(s),
12 predecessors in interest, successors in interest, divisions, servants, agents, attorneys, consultants,
13 partners, associates, investigators, representatives, accountants, financial advisors, distributors and any
14 other person acting on Your behalf, pursuant to Your authority or subject to Your control, including
15 any and all joint ventures or other legal entities of any type whatsoever in which You own or owned
16 any interest, receive or received any payments, and/or participated or now participate in any manner.

17 2. The term “Finjan” shall mean Finjan, its present and former directors, officers,
18 employees, parent organization(s), subsidiary organization(s), predecessors in interest, successors in
19 interest, divisions, servants, agents, attorneys, consultants, partners, associates, investigators,
20 representatives, accountants, financial advisors, distributors and any other person acting on its behalf,
21 pursuant to its authority or subject to its control.

22 3. The term “third party” shall mean any person or entity other than Finjan or Defendant.

23 4. The term “Complaint” shall refer to Finjan’s Complaint for Patent Infringement in this
24 case, filed on September 29, 2017, and any subsequently filed amended complaints. *See* Dkt. No. 1.

25 5. The term “Asserted Patents” shall mean U.S. Patent Nos.: 6,154,844 (“the ‘844
26 Patent”); 6,804,780 (“the ‘780 Patent”), 7,613,926 (“the ‘926 Patent”); 7,613,633 (“the ‘633 Patent”);
27 8,141,154 (“the ‘154 Patent”), and 8,677,494 (“the ‘494 Patent”), collectively.

1 6. The term “Accused Instrumentalities” shall include the following Juniper products and
2 services: Defendant’s SRX Gateways including the: SRX110; SRX220; SRX300; SRX550; SRX1400;
3 SRX1500; SRX3400; SRX3600; SRX4000; SRX5400; SRX5600; and SRX5800 gateway appliances,
4 as well as the vSRX Virtual Firewall and cSRX Container Firewall (collectively, “SRX Gateways”) as
5 described in the Complaint, including but not limited to at Exhibit 9 and paragraphs 43-52;
6 Defendant’s Sky Advanced Threat Protection or “Sky ATP” and Advanced Threat Protection
7 Appliance, as described in the Complaint, including but not limited to at Exhibit 10 and paragraphs 43-
8 52; Defendant’s Junos Space Security Director, as described in the Complaint, including but not
9 limited to at Exhibit 16 and paragraphs 43-52; and Defendant’s Contrail, as described in the
10 Complaint, including but not limited to at Exhibit 17 and paragraphs 43-52. The term “Accused
11 Instrumentalities” shall also include any and all previous or currently contemplated versions, revisions,
12 releases, or continuations of said Juniper products and services, and all additional products accused of
13 infringement by Finjan in this action in infringement contentions or similar pleadings.

14 7. The term “person” or “entity” shall refer to any individual, corporation, proprietorship,
15 association, joint venture, company, partnership, or other business or legal entity, including
16 governmental bodies and agencies. The masculine includes the feminine and vice versa; the singular
17 includes the plural and vice versa.

18 8. The term “document(s)” shall have the broadest meaning ascribed to it by Federal Rule
19 of Civil Procedure 34 and Federal Rule of Evidence 1001, and shall include within its meaning any and
20 all papers, videotapes or video recordings, photographs, films, recordings, memoranda, books, records,
21 accounts, letters, telegrams, correspondence, notes of meetings, notes of conversations, notes of
22 telephone calls, inter-office memoranda or written communications of any nature, recordings of
23 conversations either in writing or by means of any mechanical or electrical recording device, notes,
24 papers, reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings, time
25 sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone bills, logs,
26 and any differing versions of the foregoing whether denominated formal, informal, or otherwise, as
27 well as copies of the foregoing which differ in any way, including handwritten notations or other
28

1 written or printed matter of any nature, from the original. The foregoing specifically includes the
2 information stored in any form, including electronic form, on a computer or in a computer database or
3 otherwise, including electronic mail. Moreover, the term “document” shall also include all “technical
4 documents,” such as source code, specifications, schematics, flow charts, artwork, drawings, pictures,
5 pictorial representations, formulas, troubleshooting guides, service bulletins, technical bulletins,
6 production specification sheets, white papers, operator manuals, operation manuals, and instruction
7 manuals.

8 9. The term “communication” shall mean, including its usual and customary meaning, any
9 transmission, conveyance or exchange of a word, statement, fact, thing, idea, document, instruction,
10 information, demand, or question by any medium, whether by written, oral, or other means, including,
11 but not limited to, electronic communications and electronic mail.

12 10. The term “thing” shall mean any tangible object, other than a document.

13 11. The terms “relate to,” “reflecting,” “relating to,” “concerning,” or any variations
14 thereof, shall mean relating to, referring to, concerning, mentioning, reflecting, regarding, pertaining
15 to, evidencing, involving, describing, discussing, commenting on, embodying, responding to,
16 supporting, contradicting, or constituting (in whole or in part), or are between (as in the context of
17 communications), as the context makes appropriate.

18 12. The term “including” shall mean including but not by way of limitation.

19 13. The words “and” and “or” shall be construed conjunctively or disjunctively in a manner
20 making the request inclusive rather than exclusive.

21 14. The term “any” shall mean “any and all” and the term “all” shall mean “any and all.”

22 15. The singular of any word or phrase shall include the plural of such word or phrase, and
23 the plural of any word or phrase shall include the singular of such word or phrase.

24 **INSTRUCTIONS**

25 1. In answering the following requests, please furnish all available information including
26 information in the possession, custody, or control of any of Defendant’s attorneys, directors, officers,
27 agents, employees, representatives, associates, investigators, divisions, affiliates, partnerships, parents,
28

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