

EXHIBIT 6

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11 *Attorneys for Defendant*
12 JUNIPER NETWORKS, INC.

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

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

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

**DEFENDANT JUNIPER NETWORKS,
INC.'S RESPONSE TO PLAINTIFF
FINJAN, INC.'S THIRD SET OF
REQUESTS FOR PRODUCTION (NOS.
87-97)**

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1 Pursuant to Federal Rules of Civil Procedure 26 and 34, Defendant Juniper, Inc.
2 (“Juniper”) hereby submits the following objections and responses (collectively, the “Responses”)
3 to the Third Set of Requests for Production (the “Requests”) by Defendant Finjan, Inc. (“Finjan”).

4 **PRELIMINARY STATEMENT**

5 Juniper has not completed discovery in this action and has not completed preparation for
6 trial. These Responses, while based on diligent inquiry and investigation by Juniper, necessarily
7 reflect only the current state of Juniper’s knowledge, understanding, and belief based upon the
8 information reasonably available to Juniper at this time. Juniper anticipates that further facts and
9 information may be discovered. Without in any way obligating itself to do so, Juniper reserves the
10 right to modify, supplement, revise, or amend these Responses and to correct any errors or
11 omissions which may be contained herein in light of the information that Juniper may
12 subsequently obtain or discover. Furthermore, these Responses are provided without prejudice to
13 Juniper’s use or reliance on, at trial, hearing, or otherwise, subsequently discovered facts or
14 information or facts or information omitted from these responses. The following Responses are
15 given without prejudice to Juniper’s right to produce evidence of any subsequently discovered
16 fact. Juniper accordingly reserves the right to change any and all responses herein as additional
17 facts are ascertained, analyses are performed, legal research is completed, and contentions are
18 investigated. This introductory statement shall apply to each and every Response given herein and
19 shall be incorporated by reference as though set forth in each Response appearing below.
20 Juniper’s production will be provided on a rolling basis.

21 **GENERAL OBJECTIONS**

22 These objections are hereby incorporated, as though set forth in full, into the response to
23 each and every Request. Juniper reserves the right to make additional objections as may be
24 appropriate and nothing contained herein shall be in any way construed as a waiver of any such
25 objection. Juniper has not yet completed its investigation of the facts pertaining to this action, its
26 discovery, or its preparation for trial. Juniper’s responses and objections as set forth below are
27 made without prejudice to Juniper’s right to assert any additional or supplemental responses or
28 objections if Juniper discovers additional grounds for such responses or objections.

1 By making this response, Juniper does not concede that any of the requested information is
2 proportional to the needs of the case, relevant, properly discoverable, or admissible, and Juniper
3 reserves its right to object to discovery into the subject matter addressed in any information
4 produced and to the introduction of such information into evidence.

5 Juniper makes the following general objections (collectively, the “General Objections”) to
6 each request contained within Finjan’s Second Set of Requests for Production. The assertion of
7 the same, similar, or additional objections or the provision of responses to the requests does not
8 constitute a waiver any of Juniper’s objections as set forth below:

9 1. Juniper objects to the definition of “Accused Instrumentalities” to the extent that it
10 purports to include previous or currently-contemplated versions, revision, releases, or
11 continuations of any Juniper products or services other than those specifically identified (including
12 by model number) in Finjan’s Infringement Contentions and also in the operative complaint. To
13 the extent applicable, Juniper will interpret each and every Request as limited to only those
14 instrumentalities specifically identified in both the operative complaint and Finjan’s Infringement
15 Contentions and also made, used, sold, offered for sale, or imported into the U.S. within the
16 statutory damages period.

17 2. Juniper objects to the definition of “Asserted Patents” as including U.S. Patent No.
18 7,418,731, which is not asserted in this case. To the extent applicable, Juniper will interpret each
19 and every Request as limited to only those patents asserted in the operative complaint in this
20 matter.

21 3. Juniper objects to the definition of “You,” “Your,” and “Defendant” as overbroad,
22 unduly burdensome, oppressive, indefinite, vague and ambiguous. Juniper also objects to these
23 definitions to the extent that they purport to impose discovery obligations on persons or entities
24 other than the parties to this action. Juniper will construe the terms to mean “Juniper Networks,
25 Inc.”

26 4. Juniper objects to the definition of “Finjan” as overbroad, unduly burdensome,
27 oppressive, indefinite, vague and ambiguous. Juniper will construe this term to mean plaintiff
28 “Finjan, Inc.”

1 5. Juniper objects to the definition of “Joe Security” as overbroad, unduly
2 burdensome, oppressive, indefinite, vague and ambiguous. Juniper will construe this term to mean
3 “Joe Security LLC.”

4 6. Juniper objects to the definition of “Kaspersky” as overbroad, unduly burdensome,
5 oppressive, indefinite, vague and ambiguous. Juniper will construe this term to mean “AO
6 Kaspersky Lab and Kaspersky Lab, Inc.”

7 7. Juniper objects to the Requests, including but not limited to the Instructions and
8 Definitions, to the extent they are inconsistent with, seek to impose obligations not required by, or
9 seek to expand the scope of permissible discovery under the Federal Rules of Civil Procedure, the
10 Federal Rules of Evidence, the Local Rules of the Northern District of California, any Order of the
11 Court, or any agreement between the parties, specifically including the parties’ agreement set forth
12 in the Joint Case Management Statement and the stipulation regarding discovery of ESI. Juniper
13 will not identify the Request in response to which any document is being produced for any
14 Request. Juniper will furnish only information in the direct possession, custody, or control of
15 Juniper Networks, Inc. Juniper will not state if Juniper cannot fully respond to the following
16 Requests after exercising due diligence to secure the information requested; specify the portion of
17 each Request that cannot be responded to fully and completely; state what efforts were made to
18 obtain the requested information or the facts relied upon that support the contention that the
19 Request cannot be answered fully and completely; or state what knowledge, information, or belief
20 Juniper has concerning the unanswered portion of any such request.

21 8. Juniper objects to the Requests to the extent they seek information or documents
22 that are subject to the attorney-client privilege, that evidence or constitute attorney work product,
23 that are the subject of confidentiality agreements with third parties, that are the subject of a
24 protective order in any separate proceeding, or that otherwise are not discoverable or are the
25 subject of any other privilege, whether based upon statute or recognized at common law.¹ Juniper
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28 ¹ Any production of privileged information (whether “inadvertent” or otherwise) is governed by the parties’ agreement set forth in the Joint Case Management Statement (*see* Dkt. No. 31 at p. 5-6) and as set forth in the parties’ stipulation regarding discovery of ESI.

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