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12 JUNIPER NETWORKS, INC.

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

17 FINJAN, INC., ) Case No. 3:17-cv-05659-WHA  
18 Plaintiff, ) **DECLARATION OF INGRID PETERSEN**  
19 vs. ) **ON BEHALF OF DEFENDANT JUNIPER**  
20 JUNIPER NETWORKS, INC., ) **NETWORKS, INC. IN SUPPORT OF**  
21 Defendant. ) **FINJAN, INC.’S ADMINISTRATIVE**  
 ) **MOTION TO FILE DOCUMENTS**  
 ) **UNDER SEAL (DKT. NO. 411)**  
 ) Judge: Hon. William Alsup

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**DECLARATION OF INGRID PETERSEN**

I, Ingrid Petersen, declare as follows:

1. I am an attorney at the law firm of Irell & Manella LLP, counsel of record for Juniper Networks, Inc. (“Juniper”) in the above-captioned matter. I am a member in good standing of the State Bar of California and have been admitted to practice before this Court. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. I submit this declaration in support of Finjan, Inc.’s (“Finjan”) Administrative Motion to File Documents Under Seal (Dkt. No. 411).

3. I have reviewed the portions of the documents that Finjan has sought to seal, and I believe that, regarding Juniper’s confidential information, the following should be sealed:

<b>Document</b>	<b>Finjan’s Designations of Portions to Be Sealed</b>	<b>Juniper’s Designations of Portions to Be Sealed</b>	<b>Juniper’s Basis for Sealing</b>
Plaintiff Finjan, Inc.’s Notice of Motion and Motion for Relief From Judgment Pursuant to Fed. R. Civ. P. 60(b); Memorandum of Points and Authorities	Page 2, ll. 11, 21-22; page 3, ll. 4-5, 7-8. 26-28; page 4, ll. 14-15, 19-23, 26-28; page 5, ll. 2-8, 11-15, 27; page 6, ll. 1, 13; page 10, ll. 11-16, 26-28; page 11, ll. 13-14, 17-27; page 12, ll. 1-2, 12-13; page 13, ll. 9-10, 15-18; page 15, l. 5; and page 16, ll. 2-3, 10-11, 14.	Juniper does not designate any portion of this brief to be under seal	N/A
Exhibit 7 to Kastens Declaration	Entire Exhibit	Entire Exhibit	Confidential License Agreement
Exhibit 8 to Kastens Declaration	Entire Exhibit	Juniper does not designate any portion of this exhibit to be under seal	N/A
Exhibit 10 to Kastens Declaration	Entire Exhibit	Juniper does not designate any portion of this exhibit to be under seal	N/A
Exhibit 11 to Kastens Declaration	Entire Exhibit	Juniper does not designate any portion of this exhibit to be under seal	N/A

1	Exhibit 12 to Kastens Declaration	Entire Exhibit	Juniper does not designate any portion of this exhibit to be under seal	N/A
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3	Exhibit 13 to Kastens Declaration	Entire Exhibit	Page 1 (JNPR- FNJN_29040_01462103); page 2 (JNPR- FNJN_29040_01462104)	Confidential Source Code
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5	Exhibit 23 to Kastens Declaration	Entire Exhibit	Juniper does not designate any portion of this exhibit to be under seal	N/A
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7	Exhibit 24 to Kastens Declaration	Entire Exhibit	Juniper does not designate any portion of this exhibit to be under seal	N/A
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10 4. I am informed and believe that the right of the public to inspect and copy public  
11 records “is not absolute” and that a court may seal confidential information disclosed during the  
12 course of a legal proceeding. *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

13 5. “Compelling reasons” exist to seal a record when it might “become a vehicle for  
14 improper purposes,” such as the “release of trade secrets.” *Kamakana v. City & Cty. of Honolulu*,  
15 447 F.3d 1172, 1179 (9th Cir. 2006) (quoting *Nixon*, 435 U.S. at 1179).

16 6. It is my understanding that Exhibit 13 discloses Juniper’s confidential source code—  
17 the computerized instructions describing exactly how Juniper’s products work.

18 7. I believe that Juniper has accumulated significant research and development costs,  
19 and this sensitive trade secret is the foundation of Juniper’s highly proprietary software. By  
20 permitting competitors to receive this information without also spending development costs, public  
21 disclosure of Juniper’s source code would materially impair Juniper’s intellectual property rights  
22 and business positioning.

23 8. I am informed and believe that the disclosure of Juniper’s source code would cause  
24 serious competitive consequences and that Juniper takes numerous measures to maintain the secrecy  
25 of this information. It is also my understanding that the protective order in this action, for instance,  
26 details the significant lengths Juniper has taken to protect its source code. As the protective order  
27 describes, “[t]he source code shall be made available for inspection on a PC which may be a laptop  
28 PC and which may be provided without USB ports.” Dkt. No. 149 at 13. Additionally, “[t]he

1 secured computer may be placed in a secured room without Internet access or network access to  
2 other computers, and the Receiving Party shall not copy, remove, or otherwise transfer any portion  
3 of the source code onto any recordable media or recordable device.” *Id.* Juniper has also  
4 implemented strict screening procedures for visitors at its engineering campus.

5 9. Also, I am informed and believe that publicly exposing the source code presents a  
6 security risk. Because the source code is at the center of Juniper’s network security products,  
7 permitting the disclosure of the source code could significantly harm the users of Juniper’s products.

8 10. Additionally, I am informed and believe that Exhibit 7 is a full, unredacted  
9 confidential license agreement between Juniper and a third party, which is information that falls  
10 within the definition of a “trade secret.” *In re Elec. Arts, Inc.*, 298 F. App’x 568, 569 (9th Cir.  
11 2008).

12 11. I, therefore, believe that “compelling reasons” exist for sealing all of Exhibit 7 and  
13 portions of Exhibit 13, and by seeking to seal only the portions that contain the source code and the  
14 license agreement, Juniper’s request is narrowly tailored.

15 Executed on April 5, 2019, at Newport Beach, California.

16 I declare under penalty of perjury under the laws of the United States of America that the  
17 foregoing is true and correct to the best of my knowledge.

18  
19 /s/ Ingrid Petersen

20 Ingrid Petersen  
21 *Attorney for Defendant*  
22 Juniper Networks, Inc.  
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