

# EXHIBIT 4

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JUNIPER NETWORKS, INC.

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

**SAN FRANCISCO DIVISION**

FINJAN, INC., a Delaware Corporation,

Plaintiff,

vs.

JUNIPER NETWORKS, INC., a Delaware Corporation,

Defendant.

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

**DEFENDANT JUNIPER NETWORKS,  
INC.'S FIRST SUPPLEMENTAL  
RESPONSE TO PLAINTIFF FINJAN,  
INC.'S FIRST SET OF REQUESTS FOR  
PRODUCTION**

1 resources, the importance of the discovery in resolving the issues, and whether the burden or  
2 expense of the proposed discovery outweighs its likely benefit. In particular, the parties have  
3 agreed in their stipulation regarding the discovery of ESI that the following sources of information  
4 are not reasonably accessible: backup media including disaster recovery systems, digital  
5 voicemail, instant messaging, systems no longer in use, and automatically saved versions of  
6 documents. Additionally, Juniper will not search through non-network drives, regardless of  
7 whether those drives are owned by Juniper or personally by its employees and regardless of  
8 whether those drives are internal or external, as such searches are not reasonably accessible and  
9 any information contained therein is likely to be cumulative to and/or duplicative of information  
10 maintained on active network servers. Additionally, Juniper will not search through hard copy  
11 files as such searches are not reasonably accessible and any information contained therein is likely  
12 to be cumulative to and/or duplicative of information maintained on active network servers.

13 Juniper also objects to this Request on the grounds that it is overbroad, unduly  
14 burdensome, oppressive, vague and ambiguous, and seeks irrelevant information, including with  
15 respect to Finjan's overly broad definition of "relating to." Juniper will not search for documents  
16 that do not directly pertain to the claims and defenses at issue in this matter that are dated from  
17 within the statutory damages period.

18 Subject to these specific objections and the General Objections incorporated herein,  
19 Juniper further responds that it will produce relevant, responsive, and non-privileged documents  
20 sufficient to show competitive analyses or customer surveys, if any, specifically related to ATP  
21 Appliance within the statutory damages period, to the extent that such documents currently exist in  
22 Juniper's possession, custody, or control and can be located after a reasonably diligent search  
23 without undue burden to Juniper as described above.

24 **REQUEST FOR PRODUCTION NO. 31:**

25 Documents, communications, or things sufficient to show any products or services sold,  
26 offered for sale, marketed, or bundled with each of the Accused Instrumentalities from the year  
27 2012 to the present.

28

**RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

Juniper incorporates herein by reference all General Objections set forth above.

Juniper also specifically objects to this Request because Finjan's Requests were improperly served as set forth in the General Objections above. Juniper provides this specific objection and response in an abundance of caution and in order to facilitate discovery, although this Request is moot and no response is required.

Juniper also specifically objects to the definition of "Accused Instrumentalities" as including Advanced Threat Protection Appliance and Contrail. Advanced Threat Protection Appliance was not identified in Finjan's Complaint by name or technology and is therefore not part of this case. *See Richtek Tech. Corp. v. uPi Semiconductor Corp.*, 2016 WL 1718135, at \*2 (N.D. Cal. Apr. 29, 2016) (Alsup, J.). Contrail is not alleged to infringe any Asserted Patent. Juniper interprets this Request as excluding Advanced Threat Protection Appliance and Contrail. Juniper also specifically objects to the definition of "Accused Instrumentalities" as including "all previous or currently contemplated versions, revision, releases, or continuations of said Juniper products and services, and all additional products accused of infringement by Finjan in this action in infringement contentions or similar pleadings." This definition is objectionable at least because it is overbroad and unduly burdensome and may include instrumentalities released outside of the statutory damages period. Juniper will interpret this Request as limited to only those instrumentalities properly identified in both the operative complaint and Finjan's infringement contentions and also made, used, sold, offered for sale, or imported into the U.S. within the statutory damages period.

Juniper also specifically objects to this Request to the extent that it seeks information or documents that are subject to the attorney-client privilege, that evidence or constitute attorney work product, or that otherwise are not discoverable or are the subject of any other applicable privilege or immunity, whether based upon statute or recognized at common law, specifically including documents protected by the common interest privilege and/or joint defense agreements.

Juniper also specifically objects to this Request as seeking discovery that is not proportional to the needs of the case, considering the importance of the issues at stake in the

1 action, the amount in controversy, the parties' relative access to relevant information, the parties'  
2 resources, the importance of the discovery in resolving the issues, and whether the burden or  
3 expense of the proposed discovery outweighs its likely benefit. In particular, the parties have  
4 agreed in their stipulation regarding the discovery of ESI that the following sources of information  
5 are not reasonably accessible: backup media including disaster recovery systems, digital  
6 voicemail, instant messaging, systems no longer in use, and automatically saved versions of  
7 documents. Additionally, Juniper will not search through non-network drives, regardless of  
8 whether those drives are owned by Juniper or personally by its employees and regardless of  
9 whether those drives are internal or external, as such searches are not reasonably accessible and  
10 any information contained therein is likely to be cumulative to and/or duplicative of information  
11 maintained on active network servers. Additionally, Juniper will not search through hard copy  
12 files as such searches are not reasonably accessible and any information contained therein is likely  
13 to be cumulative to and/or duplicative of information maintained on active network servers.

14 Juniper also objects to this Request on the grounds that it is overbroad, unduly  
15 burdensome, oppressive, vague and ambiguous, and seeks irrelevant information, including with  
16 respect to Finjan's overly broad definition of "relating to." Juniper will not search for documents  
17 that do not directly pertain to the claims and defenses at issue in this matter that are dated from  
18 within the statutory damages period.

19 Subject to these specific objections and the General Objections incorporated herein,  
20 Juniper responds that it will produce relevant, responsive, and non-privileged documents sufficient  
21 to show the sales and revenue for the accused SRX Series, Sky ATP, and Space Security Director  
22 products within the statutory damages period, to the extent that such documents currently exist in  
23 Juniper's possession, custody, or control and can be located after a reasonably diligent search  
24 without undue burden to Juniper as described above.

25 **FIRST SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

26 Juniper incorporates herein by reference all General Objections set forth above.

27 Juniper also specifically objects to this Request because Finjan's Requests were  
28 improperly served as set forth in the General Objections above. Juniper provides this specific

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