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 14 JUNIPER NETWORKS, INC.

15 **UNITED STATES DISTRICT COURT**  
 16 **NORTHERN DISTRICT OF CALIFORNIA**  
 17 **SAN FRANCISCO DIVISION**

18	FINJAN, INC., a Delaware Corporation,	)	Case No. 3:17-cv-05659-WHA
19	Plaintiff,	)	<b>DECLARATION OF INGRID PETERSEN ON BEHALF OF DEFENDANT JUNIPER NETWORKS, INC. IN SUPPORT OF FINJAN, INC.'S ADMINISTRATIVE MOTION TO FILE DOCUMENTS UNDER SEAL (DKT. NO. 531)</b>
20	vs.	)	
21	JUNIPER NETWORKS, INC., a Delaware	)	
22	Corporation,	)	
23	Defendant.	)	

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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 action. 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. 531).

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:

Document	Portion to Be Sealed	Juniper’s Basis for Sealing
Exhibit A to Finjan’s Motion to Compel Responses to Discovery Requests (Docket No. 531-4)	Section between “Begin” and “End” Highly Confidential—Attorney’s Eyes Only from Pages 13 to 22.	Juniper’s Confidential Pricing Information

4. I am informed and believe that the right of the public to inspect and copy public records “is not absolute” and that a court may seal confidential information disclosed during the course of a legal proceeding. *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

5. Because Juniper’s opposition concerns a motion to compel responses to discovery requests, I understand that “the usual presumption of the public’s right of access is rebutted,” that the “public has less of a need for access to court records attached only to non-dispositive motions,” and that the “public policies that support the right of access to dispositive motions, and related materials, do not apply with equal force to non-dispositive materials.” *See Kamakana v. City & Cty. of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006). Therefore, in that context, materials may be sealed so long as the party seeking sealing makes a “particularized showing” under the “good cause” standard of Federal Rule of Civil Procedure 26(c). *Id.* at 1180.

6. The higher compelling-reason standard is met when a disclosure would “release trade secrets,” so the lesser good-cause standard is met as well. *See id.* at 1179. A “trade secret may

1 consist of any formula, pattern, device or compilation of information which is used in one's  
2 business, and which gives him an opportunity to obtain an advantage over competitors who do not  
3 know or use it." *In re Elec. Arts, Inc.*, 298 F. App'x 568, 569 (9th Cir. 2008) (quoting RESTATEMENT  
4 OF TORTS § 757 cmt. b).

5 7. It is my understanding that courts have concluded that a party's confidential prices  
6 or financial information is worthy of sealing. *See Apple Inc. v. Samsung Elecs. Co.*, 727 F.3d 1214,  
7 1225 (Fed. Cir. 2013) (sealing "profit, cost, and margin data, [which] could give the suppliers an  
8 advantage in contract negotiations, which they could use to extract price increases for components");  
9 *Barnes v. Hershey Co.*, No. 3:12-CV-01334-CRB, 2015 WL 1814293, at \*2 (N.D. Cal. Apr. 21,  
10 2015) (concluding that exhibits were sealable because they contain confidential and private  
11 information about trade secrets, such as financial information and sale strategies); *Stout v. Hartford*  
12 *Life & Acc. Ins. Co.*, No. CV 11-6186 CW, 2012 WL 6025770, at \*2 (N.D. Cal. Dec. 4, 2012).

13 8. Additionally, I am informed and believe that the above document discloses Juniper's  
14 confidential pricing information. Exhibit A is Juniper's First Supplemental Response to Plaintiff  
15 Finjan, Inc.'s Second Set of Interrogatories, and it is my understanding that Juniper's response to  
16 Interrogatory No. 5 contains pricing information for Juniper's products, which are not released to  
17 the public or Juniper's customers. By revealing Juniper's prices, it would significantly undermine  
18 Juniper's ability to engage in negotiations, as competitors and customers could use this information  
19 during negotiations to Juniper's detriment. Based on this information, it is my understanding that  
20 the Court should seal this information.

21 Executed on June 18, 2019, at Newport Beach, California.

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

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25 \_\_\_\_\_ /s/ Ingrid Petersen

26 Ingrid Petersen