

1 PAUL J. ANDRE (State Bar No. 196585)
pandre@kramerlevin.com
2 LISA KOBIALKA (State Bar No. 191404)
lkobialka@kramerlevin.com
3 JAMES HANNAH (State Bar No. 237978)
jhannah@kramerlevin.com
4 KRISTOPHER KASTENS (State Bar No. 254797)
kkastens@kramerlevin.com
5 KRAMER LEVIN NAFTALIS & FRANKEL LLP
6 990 Marsh Road
7 Menlo Park, CA 94025
8 Telephone: (650) 752-1700
9 Facsimile: (650) 752-1800
10 *Attorneys for Plaintiff*
11 FINJAN, INC.

11 **IN THE UNITED STATES DISTRICT COURT**
12 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
13 **SAN FRANCISCO DIVISION**

15 FINJAN, INC., a Delaware Corporation,

16 Plaintiff,

17 v.

18 JUNIPER NETWORKS, INC., a Delaware
19 Corporation,

20 Defendant.

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

**DECLARATION OF KRISTOPHER
KASTENS IN SUPPORT OF JUNIPER
NETWORKS, INC.'S ADMINISTRATIVE
MOTION TO FILE DOCUMENTS UNDER
SEAL**

[Re: Dkt. No. 542]

1 I, Kristopher Kastens, declare:

2 1. I have personal knowledge of the facts stated herein.

3 2. I am an attorney at Kramer Levin Naftalis & Frankel LLP, counsel of record for Finjan,
4 Inc. (“Finjan”). I make this declaration in support of Defendant Juniper Networks, Inc.’s (“Juniper”) Motion to Seal (Dkt. No. 542) pursuant to Civil Local Rules 79-5(d)-(e).

5 3. I have reviewed the following documents and confirmed that they contain Finjan’s
6 confidential business information designated as “Highly Confidential – Attorneys’ Eyes Only,” by
7 Finjan pursuant to the stipulated protective order in this litigation.
8

Identification of Documents	Specific Portions to Seal	Entity that Designated the Information to be Confidential
Exhibit A to Juniper’s motion to compel documents related to Trustwave (Plaintiff Finjan, Inc.’s Objections and Responses to Defendant Juniper Networks, Inc.’s First Set of Interrogatories (Nos. 1-10))	Page 8:7-21 page 11:22-27 page 12:1-9, page 24:22-27 page 25:12-19 page 30:1- 21	Finjan
Exhibit 2 to Juniper’s motion to compel documents related to Trustwave (Plaintiff Finjan, Inc.’s Objections and Responses to Defendant Juniper Networks, Inc.’s First Set of Interrogatories (Nos. 1-10))	Page 8:7-21 page 11:22-27 page 12:1-9, page 24:22-27 page 25:12-19 page 30:1- 21	Finjan

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19 4. Good cause exists to seal the documents identified above, based on their confidentiality.
20 Finjan seeks to seal only those portions of documents that contain confidential information pursuant to
21 the Protective Order and for which it has good cause to seal.

22 5. Finjan seeks to seal portions of the above documents because they reveal Finjan’s
23 confidential financial information and confidential licensing terms between Finjan and third party
24 licensees or third parties whom Finjan has communicated with regarding its confidential licensing
25 negotiations. The Ninth Circuit has established that this type of confidential business information
26 “plainly falls within the definition of ‘trade secrets.’” *In re Electronic Arts, Inc.*, 298 Fed. Appx. 568,
27 569-70 (9th Cir. 2008) (district court erred by denying to seal confidential licensing terms); *see also*
28

1 *Apple, Inc. v. Samsung Elecs. Co.*, No. 11-cv-01846-LHK, 2012 WL 3283478 at *7 (N.D. Cal. Aug. 9,
2 2012) (granting the sealing of licensing agreements because disclosure would cause “significant
3 competitive harm to the licensing parties as it would provide insight into the structure of their licensing
4 deals, forcing them into an uneven bargaining position in future negotiations”); *Open Text S.A. v. Box,*
5 *Inc.*, No. 13-cv-04910-JD, 2014 WL 7368594, at *3 (N.D. Cal. Dec. 26, 2014) (granting motion to seal
6 pricing terms of license agreement). Finjan takes substantial measures within the company to maintain
7 the confidentiality of terms discussed in license agreements or during its licensing negotiations, and
8 prevent this type of confidential business information from being made public. If the general public
9 including competitors gain access to Finjan’s confidential licensing information, Finjan will be placed at
10 an unfair disadvantage in future business and licensing negotiations.

11
12 I declare under penalty of perjury under the laws of the United States of America that each of the
13 above statements is true and corrected. Executed on June 24, 2019, in Menlo Park, California.

14 /s/ Kristopher Kastens
15 Kristopher Kastens
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