

EXHIBIT C

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

17 FINJAN, INC., a Delaware Corporation,) Case No. 3:17-cv-05659-WHA
18 Plaintiff,)
19 vs.) **DEFENDANT JUNIPER NETWORKS,**
20 JUNIPER NETWORKS, INC., a Delaware) **INC.'S SECOND SUPPLEMENTAL**
Corporation,) **RESPONSE TO PLAINTIFF FINJAN,**
21 Defendant.) **INC.'S SECOND SET OF**
22) **INTERROGATORIES**
) **HIGHLY CONFIDENTIAL—**
) **ATTORNEYS' EYES ONLY**

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1 Pursuant to Federal Rules of Civil Procedure 26 and 33, Defendant Juniper Network, Inc.
2 (“Juniper”) hereby submits the following second supplemented objections and responses
3 (collectively, the “Second Supplemented Responses”) to the Second Set of Interrogatories (the
4 “Interrogatories”) by Defendant Finjan, Inc. (“Finjan”).

5 **PRELIMINARY STATEMENT**

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

22 **GENERAL OBJECTIONS**

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

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

7 Juniper makes the following general objections (collectively, the “General Objections”) to
8 each Interrogatory contained within Finjan’s Interrogatories. The assertion of the same, similar, or
9 additional objections or the provision of responses to the requests does not constitute a waiver any
10 of Juniper’s objections as set forth below:

11 1. Juniper objects to the definition of “Accused Instrumentalities” as including all
12 “products and services identified in Finjan’s Infringement Contentions,” particularly Spotlight
13 Secure Threat Intelligence Platform. That product was not identified in the operative complaint
14 and it is therefore not part of this case. *See id.*; *see also Richtek Tech. Corp. v. uPi Semiconductor*
15 *Corp.*, 2016 WL 1718135, at *2 (N.D. Cal. Apr. 29, 2016) (Alsup, J.) (“[T]he filing of a complaint
16 sets the cut-off date for the scope of a case, subject to the possibility of
17 supplementation. Nevertheless, for some time, patent owners have made open-ended allegations
18 in their complaint that do not specifically identify the accused products and used amendments to
19 their infringement contentions to expand the scope of the case to encompass products...without
20 the need to file a supplemental complaint—essentially sneaking new products into the case
21 through the back door of infringement contentions.”). Juniper also objects to the definition of
22 “Accused Instrumentalities” to the extent that it purports to include previous or contemplated
23 versions, revision, releases, or continuations of any Juniper products or services other than those
24 specifically identified (including by model number) in Finjan’s Infringement Contentions and also
25 in the operative complaint. To the extent applicable, Juniper will interpret each and every
26 Interrogatory as limited to only those instrumentalities specifically identified in both the operative
27 complaint *and* Finjan’s Infringement Contentions and also made, used, sold, offered for sale, or
28 imported into the U.S. within the statutory damages period.

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

16 3. Juniper objects to the Interrogatories to the extent they seek information or
17 documents that are subject to the attorney-client privilege, that evidence or constitute attorney
18 work product, that are the subject of confidentiality agreements with third parties, that are the
19 subject of a protective order in any separate proceeding, or that otherwise are not discoverable or
20 are the subject of any other privilege, whether based upon statute or recognized at common law,
21 specifically including documents protected by the common interest privilege and/or joint defense
22 agreements.¹ Juniper further specifically objects to the Instructions in the Interrogatories as
23 imposing an undue burden that is not proportional to the needs of the case with respect to the
24 stated demands for the contents of a privilege log, including because the Instructions demand
25 information not reasonably necessary for the purposes of assessing privilege, such as “the number
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27 ¹ Any production of privileged information (whether “inadvertent” or otherwise) is
28 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 (*see* Dkt.
No. 87 at ¶ 14).

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