

Exhibit B

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11 *Attorneys for Defendant*
12 JUNIPER NETWORKS, INC.

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

16 FINJAN, INC., a Delaware Corporation,) Case No. 3:17-cv-05659-WHA
17 Plaintiff,)
18 vs.) DEFENDANT JUNIPER NETWORKS,
19 JUNIPER NETWORKS, INC., a Delaware) INC.'S RESPONSE TO PLAINTIFF FINJAN,
Corporation,) INC.'S FIFTH SET OF REQUESTS FOR
20 Defendant.) PRODUCTION (NOS. 107-128)
21 _____)

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1 Pursuant to Federal Rules of Civil Procedure 26 and 34, Defendant Juniper Networks, Inc.
2 (“Juniper”) hereby submits the following objections and responses (collectively, the “Responses”)
3 to the Fifth Set of Requests for Production (collectively, the “Requests”) by Plaintiff Finjan, Inc.
4 (“Finjan”).

5 **PRELIMINARY STATEMENT**

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

21 **GENERAL OBJECTIONS**

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

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

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

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

27 2. Juniper objects to the definition of “You,” “Your,” and “Defendant” as overbroad,
28 unduly burdensome, oppressive, indefinite, vague and ambiguous. Juniper also objects to these

1 definitions to the extent that they purport to impose discovery obligations on persons or entities
2 other than the parties to this action. Juniper will construe the terms to mean “Juniper Networks,
3 Inc.”

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

18 4. Juniper objects to the Requests to the extent they seek information or documents
19 that are subject to the attorney-client privilege, that evidence or constitute attorney work product,
20 that are the subject of confidentiality agreements with third parties, that are the subject of a
21 protective order in any separate proceeding, or that otherwise are not discoverable or are the
22 subject of any other privilege, whether based upon statute or recognized at common law.¹ Juniper
23 further specifically objects to the Instructions in the Requests as imposing an undue burden that is
24 not proportional to the needs of the case with respect to the stated demands for the contents of a
25 privilege log, including because the Instructions demand information not reasonably necessary for
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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.

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