

EXHIBIT 15

1 IRELL & MANELLA LLP
Jonathan S. Kagan (SBN 166039)
2 jkagan@irell.com
Joshua Glucoft (SBN 301249)
3 jglucoft@irell.com
Casey Curran (SBN 305210)
4 ccurran@irell.com
1800 Avenue of the Stars, Suite 900
5 Los Angeles, California 90067-4276
Telephone: (310) 277-1010
6 Facsimile: (310) 203-7199

7 Rebecca Carson (SBN 254105)
rcarson@irell.com
8 Kevin Wang (SBN 318024)
kwang@irell.com
9 840 Newport Center Drive, Suite 400
Newport Beach, California 92660-6324
10 Telephone: (949) 760-0991
Facsimile: (949) 760-5200

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)
17 Plaintiff,) DEFENDANT JUNIPER NETWORKS,
18) INC.'S RESPONSE TO PLAINTIFF FINJAN,
18 vs.) INC.'S FIRST SET OF REQUESTS FOR
19) PRODUCTION
19 JUNIPER NETWORKS, INC., a Delaware)
20 Corporation,)
20)
21 Defendant.)
21 _____)

22
23
24
25
26
27
28

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

4 **PRELIMINARY STATEMENT**

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

20 Juniper’s production will be provided on a rolling basis phased to occur after disclosures
21 under Patent L.R. 3-4, pursuant to the parties’ agreement set forth in the stipulation regarding
22 discovery of ESI.

23 **GENERAL OBJECTIONS**

24 These objections are hereby incorporated, as though set forth in full, into the response to
25 each and every Request. Juniper reserves the right to make additional objections as may be
26 appropriate and nothing contained herein shall be in any way construed as a waiver of any such
27 objection. Juniper has not yet completed its investigation of the facts pertaining to this action, its
28 discovery, or its preparation for trial. Juniper’s responses and objections as set forth below are

1 made without prejudice to Juniper’s right to assert any additional or supplemental responses or
2 objections if Juniper discovers additional grounds for such responses or objections.

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

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

11 1. Juniper objects to the Requests as improperly served. The parties’ electronic
12 service agreement as set forth in the Joint Case Management Statement requires email service on
13 at least jkagan@irell.com, rcarson@irell.com, jglucoft@irell.com, kwang@irell.com, and
14 eholland@irell.com, and, in light of the written notice provided by Juniper, ccurran@irell.com.
15 However, at least jkagan@irell.com, kwang@irell.com, and eholland@irell.com were not served
16 via email, and therefore Finjan’s attempted email service does not comply with the parties’
17 electronic service agreement and is ineffective. These Objections and Responses are provided in
18 an abundance of caution and in order to facilitate discovery, although the Requests are moot and
19 neither objections nor responses are required.

20 2. Juniper objects to the definition of “Accused Instrumentalities” as including
21 Advanced Threat Protection Appliance. This instrumentality was not identified in Finjan’s
22 Complaint by name or technology and is therefore not part of this case. *See Richtek Tech. Corp. v.*
23 *uPi Semiconductor Corp.*, 2016 WL 1718135, at *2 (N.D. Cal. Apr. 29, 2016) (Alsup, J.) (“[T]he
24 filing of a complaint sets the cut-off date for the scope of a case, subject to the possibility of
25 supplementation. Nevertheless, for some time, patent owners have made open-ended allegations
26 in their complaint that do not specifically identify the accused products and used amendments to
27 their infringement contentions to expand the scope of the case to encompass products...without
28 the need to file a supplemental complaint—essentially sneaking new products into the case

1 through the back door of infringement contentions.”). To the extent applicable, Juniper will
2 interpret each and every Request as directed only to instrumentalities accused in the operative
3 complaint in this matter.

4 3. Juniper objects to the definition of “Accused Instrumentalities” as including
5 Conrail. Conrail is not alleged to infringe any Asserted Patent. Accordingly, to the extent
6 applicable, Juniper will interpret each and every Request as excluding Juniper’s Conrail product.

7 4. Juniper objects to the definition of “Accused Instrumentalities” as including “all
8 previous or currently contemplated versions, revision, releases, or continuations of said Juniper
9 products and services, and all additional products accused of infringement by Finjan in this action
10 in infringement contentions or similar pleadings.” This definition is objectionable at least because
11 it is overbroad and unduly burdensome and may include instrumentalities outside of the statutory
12 damages period. To the extent applicable, Juniper will interpret each and every Request as limited
13 to only those instrumentalities properly identified in both the operative complaint and Finjan’s
14 infringement contentions and also made, used, sold, offered for sale, or imported into the U.S.
15 within the statutory damages period.

16 5. Juniper objects to the Requests, including but not limited to the Instructions and
17 Definitions, to the extent they are inconsistent with, seek to impose obligations not required by, or
18 seek to expand the scope of permissible discovery under the Federal Rules of Civil Procedure, the
19 Federal Rules of Evidence, the Local Rules of the Northern District of California, any Order of the
20 Court, or any agreement between the parties, specifically including the parties’ agreement set forth
21 in the Joint Case Management Statement and the (anticipated) stipulation regarding discovery of
22 ESI with respect to paragraphs 15, 16, 18, and 20 of Judge Alsup’s Supplemental Order. *See* Dkt.
23 No. 31 at p. 15. Juniper will not identify the Request in response to which any document is being
24 produced for any Request. Juniper will furnish only information in the direct possession, custody,
25 or control of Juniper Networks, Inc. Juniper will not state if Juniper cannot fully respond to the
26 following Requests after exercising due diligence to secure the information requested; specify the
27 portion of each Request that cannot be responded to fully and completely; state what efforts were
28 made to obtain the requested information or the facts relied upon that support the contention that

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.