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10 FINJAN, INC.

10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
12 **OAKLAND DIVISION**

13 FINJAN, INC., a Delaware Corporation,

14 Plaintiff,

15 v.

16 QUALYS INC., a Delaware Corporation,

17 Defendant.
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Case No.: 4:18-cv-07229-YGR

**DECLARATION OF JAMES HANNAH IN
SUPPORT OF QUALYS INC.'S
ADMINISTRATIVE MOTION TO FILE
DOCUMENTS UNDER SEAL (DKT. NO. 44)**

1 I, James Hannah, declare:

2 1. I have personal knowledge of the facts stated herein and can testify competently to those
3 facts. I am licensed to practice law in the State of California and am an attorney at Kramer Levin
4 Naftalis & Frankel LLP, counsel of record for Finjan, Inc. (“Finjan”). I make this declaration in support
5 of Qualys Inc.’s (“Qualys”) Administrative Motion to File Documents Under Seal in connection with its
6 Motion for Leave to Amend Answer and Affirmative Defenses (Dkt. No. 44).

7 2. I have reviewed Exhibit D to the Mays Declaration in Support of Qualys’ Motion for
8 Leave to Amend Answer and Affirmative Defenses and confirmed that this document is designated as
9 “Highly Confidential – Attorneys’ Eyes Only” by Finjan and contains information that Finjan regards
10 confidential within its business.

Identification of Document(s) to be Sealed	Portions of Document(s) Sought to be Sealed
Exhibit D to Declaration of Christopher D. Mays in Support of Qualys Inc.’s Motion for Leave to File a Second Amended Answer	Entire Document

15 3. Finjan seeks to seal the above portions of Exhibit D to the Declaration of Christopher D.
16 Mays in Support of Qualys Inc.’s Motion for Leave to File a Second Amended Answer because these
17 portions reflect Finjan’s confidential licensing information. The confidential portions of this document
18 are limited to disclosure within Finjan to only those with a need to know, and may be disclosed in
19 litigation only when relevant and under the highest level of confidentiality. If competitors gain access to
20 Finjan’s confidential licensing information, Finjan will be placed at an unfair disadvantage in future
21 business negotiations. In the context of confidential settlement discussions, Finjan and its licensees
22 exchange proposed license fee terms under Fed. R. Evid. 408 based on confidential business and product
23 information of both parties. If such confidential information were to be disclosed publicly, prospective
24 licensees would be unwilling to exchange relevant confident information to engage in productive
25 licensing and settlement negotiations.
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