

EXHIBIT 1

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15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN JOSE DIVISION**

18 FINJAN, INC., a Delaware Corporation,
19 Plaintiff,
20 v.
21 SONICWALL INC., a Delaware Corporation,
22 Defendant.
23

Case No.: 5:17-cv-04467-BLF-VKD

**DEFENDANT SONICWALL INC.'S
RESPONSE TO FINJAN, INC.'S FIRST
SET OF REQUESTS FOR ADMISSION
TO DEFENDANT SONICWALL, INC.
(NOS. 1-30)**

1 Defendant SonicWall Inc. (“SonicWall” or “Defendant”), pursuant to Rules 26 and 36 of the
2 Federal Rules of Civil Procedure, hereby serves the following written objections and responses to
3 Plaintiff Finjan, Inc.’s First Set of Requests for Admission to Defendant SonicWall Inc. (Nos. 1-30)
4 (“Finjan” or “Plaintiff”) (each, a “Request,” collectively, the “Requests”).

5 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

6 The following Objections to Finjan’s Definitions and Instructions are made with respect to
7 each and every one of Finjan’s Requests:

8 1. Defendant objects to these Requests as overly broad, unduly burdensome, and not
9 reasonably tailored to lead to the discovery of admissible evidence to the extent they seek information
10 covered by the Parties’ May 11, 2017 Non-Disclosure Agreement.

11 2. Defendant objects to the definition of the term “Accused Instrumentalities” as vague,
12 ambiguous, overly broad, unduly burdensome, and not proportional to the needs of this case,
13 including its statement that the definition includes “any and all versions, updates, releases, or
14 continuations of said SonicWall products and services” and including to the extent this definition
15 purports to encompass SonicWall products, services, instrumentalities and/or functionality thereof
16 not identified by Finjan in its operative infringement contentions.

17 3. Defendant objects to the definition of “Finjan” as overly broad, ambiguous, and
18 inconsistent with the Federal Rules of Civil Procedure to the extent it incorporates individuals and
19 entities that have no relationship to this action.

20 4. Defendant objects to Plaintiff’s definitions of “Dell Inc.,” “Dell Technologies Inc.,”
21 and “Dell Software Group” as vague, ambiguous, overly broad, unduly burdensome, and not
22 proportional to the needs of this case to the extent it includes individuals and/or entities other than
23 Dell Inc.

24 5. Defendant objects to the term “SonicWall Gateway Security Products” as vague,
25 ambiguous, overly broad, unduly burdensome, and not proportional to the needs of this case,
26 including its statement that the definition includes “any and all versions, updates, releases, or
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1 continuations of said SonicWall products and services” and including to the extent this definition
2 purports to encompass hardware or software platforms that do not perform the accused functionality.

3 6. Defendant objects to the term “SonicWall Email Products” as vague, ambiguous,
4 overly broad, unduly burdensome, and not proportional to the needs of this case, including its
5 statement that the definition includes “any and all versions, updates, releases, or continuations of said
6 SonicWall products and services” and including to the extent this definition purports to encompass
7 hardware or software platforms that do not perform the accused functionality.

8 7. Defendant objects to the term “SonicWall Capture Client Products” as vague,
9 ambiguous, overly broad, unduly burdensome, and not proportional to the needs of this case,
10 including its statement that the definition includes “any and all versions, updates, releases, or
11 continuations of said SonicWall products and services” and including to the extent this definition
12 purports to encompass hardware or software platforms that do not perform the accused functionality.

13 8. Defendant objects to the term “SonicWall Secure Mobile Access Products” as vague,
14 ambiguous, overly broad, unduly burdensome, and not proportional to the needs of this case,
15 including its statement that the definition includes “any and all versions, updates, releases, or
16 continuations of said SonicWall products and services” and including to the extent this definition
17 purports to encompass hardware or software platforms that do not perform the accused functionality.

18 9. Defendant objects to the definition of “document(s)” as overbroad and unduly
19 burdensome to the extent it exceeds the definition set forth in Fed. R. Civ. P. 34, and to the extent it
20 purports to encompass email in contravention of the Court’s ESI Order governing email requests.

21 10. Defendant objects to the definition of “communication” as overbroad and unduly
22 burdensome to the extent it purports to encompass email in contravention of the Court’s ESI Order
23 governing email requests.

24 11. Defendant objects to Plaintiff’s definitions of “You,” “Your,” “Defendant,” and
25 “SonicWall” as vague, ambiguous, overly broad, unduly burdensome, and not proportional to the
26 needs of this case to the extent it includes individuals and/or entities other than the named defendant,
27 SonicWall Inc.

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1 12. Defendant objects to Plaintiff's definition of "and" and "or" as vague and ambiguous.
2 Defendant will interpret these terms as they are used in common parlance.

3 13. Defendant objects to Instruction Nos. 1-4 to the extent that they purport to place
4 obligations on Defendant that exceed the requirements set forth in the Federal Rules of Civil
5 Procedure, the Civil Local Rules or the Local Patent Rules of the Northern District of California, the
6 Protective Order, the ESI Order, and/or any other Order entered by the Court in this case.

7 14. Defendant objects to Instruction Nos. 1-4 to the extent they are overbroad, unduly
8 burdensome, not reasonably calculated to lead to the discovery of admissible evidence and not
9 proportional to the needs of this case.

10 **RESPONSES TO REQUESTS FOR ADMISSION**

11 **REQUEST FOR ADMISSION NO. 1:**

12 Admit that SonicWall does not track revenues for the Accused Instrumentalities on a product-
13 by-product basis.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

15 SonicWall objects to the undefined phrase "product-by-product basis," which is vague and
16 ambiguous. SonicWall further objects to this Request in that it purports to apply to all Accused
17 Instrumentalities as opposed to a subset of particular products or services. SonicWall therefore is
18 unable to admit or deny this Request.

19 **REQUEST FOR ADMISSION NO. 2:**

20 During the time that SonicWall was a subsidiary of Dell, admit that each company obtained
21 separate revenues and profits from the sales of the Accused Instrumentalities.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

23 SonicWall objects to the terms "each company," "obtained," and "separate," which are vague
24 and ambiguous. SonicWall further objects to this Request to the extent that it seeks an admission
25 from SonicWall related to what Dell (a third party) purportedly obtained. SonicWall therefore is
26 unable to admit or deny this Request.

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