

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

FINJAN LLC, a Delaware Corporation,

Plaintiff,

v.

TRUSTWAVE HOLDINGS, INC., a
Delaware Corporation and SINGAPORE
TELECOMMUNICATIONS LIMITED, a
Singapore Corporation,

Defendants.

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) **Redacted: Public Version**
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) C.A. No. 20-371-LPS
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**PLAINTIFF FINJAN'S SUPPLEMENTAL BRIEF IN OPPOSITION TO
DEFENDANT SINGAPORE TELECOMMUNICATIONS LIMITED'S
MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION
PURSUANT TO COURT ORDER D.I. 68**

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Dated: August 17, 2021

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I. INTRODUCTION

Singtel's attempt to escape jurisdiction here fails for at least the following reasons:

- Finjan and Trustwave's 2012 Amended and Restated Patent License Agreement (Exhibit B to the First Amended Complaint) (the "Contract") is governed by Delaware law with disputes to be resolved here. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Singtel's attempts to muddy the waters with rhetoric does not change the fact that it wanted the benefits and obligations of the Contract – including the choice of law and forum selection provisions.

- Singtel's agents (including all of its cyber operating units) sell cybersecurity products and services globally as a single entity. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Specific personal jurisdiction is proper over Singtel under the Delaware long-arm statute based on its agents' activities giving rise to patent infringement and breach of contract. Del. Code Ann. Tit. 10 § 3104(c)(1), (3).

- This Court is the only place for Finjan to assert and recover for Singtel's breach of contract and patent infringement, as Singtel has sufficient contacts with the United States as a whole to support jurisdiction under Fed. R. Civ. P. 4(k)(2) even if Finjan

cannot establish specific jurisdiction in this Court.

Finjan's jurisdictional discovery confirms these key conclusions that establish personal jurisdiction.

II. NATURE AND STAGE OF THE PROCEEDINGS AND STATEMENT OF FACTS

A. Finjan Established at Least One Basis for Denying Singtel's Motion to Dismiss and Granting Jurisdictional Discovery

Finjan's Amended Complaint alleges that Singtel: (1) breached the Contract by failing to pay the required sums; and (2) infringes Finjan's U.S. Patent No. 8,141,154 (the "'154 patent"). *See* Amended Complaint, D.I. 28. Singtel moved to dismiss for lack of personal jurisdiction, which the parties briefed. D.I. 31, 32, 49, 55. The Court held a hearing on May 7, 2021, stating in relevant part:

While I can't tell you whether the plaintiff has stated one, two or three non-frivolous bases for Singtel to be a party here, I believe they stated at least one, and I do need to give more thought to exactly how I'm going to explain that and that will be the subject of an opinion at some point, but I don't think it makes sense for me to wait for you all to do the jurisdictional discovery while I'm working on my opinion, the point being the opinion is also going to explain why I think there's at least one non-frivolous basis for personal jurisdiction and it's going to say there needs to be jurisdictional discovery. And so I want you all to get started figuring out when you're going to do that jurisdictional discovery and come up with a schedule to get me some sort of supplemental brief at the conclusion of that jurisdictional discovery and then I will use all of that and, if necessary, another oral argument to put together an opinion that will explain everything about how we got to that point.

See Ex. 1 (Hearing Transcript) at 45:25-46:17. After the Court ordered Singtel to provide jurisdictional discovery, the parties conferred about the scope and timing of that discovery, culminating in a joint status report to the Court. D.I. 78. Singtel ultimately agreed to update responses to interrogatories, produce certain documents, and provide a deposition of Mr. Kung

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