

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION

UNITED STATES OF AMERICA)
ex rel. NORMAN RILLE AND NEAL)
ROBERTS,)
) Civil Action 4:04-CV-00988 BRW
 PLAINTIFFS,)
VS.)
)
CISCO SYSTEMS, INC., a California)
Corporation,)
)
 DEFENDANT.)
)
_____)

ORDER

After consideration of Relators' Motion to File Under Seal and Serve Various Papers Regarding Relators' Motion for Award of Statutory Attorneys' Fees, Costs and Expenses ("the Motion"), Defendant's response, and oral argument, the Court GRANTS the Motion (Doc. No. 149), in part, as follows:

1. With regard to time records of counsel for Relators (Exhibits 4a–6b) and Exhibit A to the Affidavit of Bryan D. Daly ("Time Records"), the Court orders that, within 7 days of the date of this Order, the redacted versions of the Time Records will be filed under seal and that Relators will serve Cisco the redacted version of such records with the following restrictions:
 - (a) Cisco's possession, use, and disclosure of the Time Records and the information therein will be restricted to their counsel, Wiley Rein, LLP, (including its attorneys and staff), Quattlebaum, Grooms, Tull & Burrow PLLC (including its attorneys and staff), in-

house counsel for Cisco, and a consultant, subject to a non-disclosure agreement. Relators propose the attached Exhibit A as the Non-Disclosure Agreement, which must be executed prior to disclosure. This means that the consultant would also be bound by this Court's Order, which includes in part that the consultant is not a consultant for, and will not consult with, Accenture LLP, Proquire or their counsel in the related case pending before the Court.

(b) Cisco is permitted (if it chooses) to share the redacted Time Records with current outside or in-house counsel for Sun Microsystems, Inc. ("Sun") and/or Oracle in the related action styled *United States ex rel. Rille v. Sun Microsystems, Inc.*, Civ. No. 4:04-cv-00986-BRW, and/or with current outside or in-house counsel for Hewlett Packard Company ("HP") in the related action styled *United States ex rel. Rille v. Hewlett-Packard Co.*, Civ. No. 4:04-cv-00989-BRW, but only after proper execution of the attached Exhibit A as the Non-Disclosure Agreement. This means Sun and Oracle, their current outside counsel and in-house counsel, and their consultant, and/or HP, its current outside counsel and in-house counsel, and its consultant, would also be bound by this Order, which includes in part that the consultant is not a consultant for, and will not consult with, Accenture LLP or Proquire or their counsel in the related case pending before with Court.

(c) Cisco will have 14 days after being served with the redacted Time Records in which to object to the redactions. In the event Cisco challenges the redactions in the Time Records, and/or attempts to obtain the information contained in the redacted time records, and/or should the Court deem it otherwise desirable, counsel for Relators will submit, to the Court only, the unredacted version of the Time Records for *in camera* review and decision by the Court.

(d) Cisco, its current counsel, HP, and its current counsel, Sun and Oracle, and their current counsel, will not be permitted to share said records or information with counsel for Accenture LLP or Proquire, or Dickstein Shapiro, or any consultant for Accenture or Proquire, or any other entity or individual not authorized under Exhibit A.

2. The filing under seal of the unredacted versions of, and service of Relators' Exhibits A-9, A-11, A-12, A-14, A-15, A-18, A-19, A-20, A-22 to A-26, and A-32 to A-37 to the Affidavit of Von G. Packard, the Affidavit of Von G. Packard, and the Memorandum of Law in Support, will not constitute waiver of Joint Prosecution and/or Common Interest Privileges with the Government or any other privileges. Relators will file under seal and serve Cisco with these exhibits within 7 days of the date of this Order. Cisco will not share these exhibits with any entity or individual other than Cisco's outside counsel (including their attorneys and staff) and in-house counsel.

3. Relators and Defendant will serve all filings, with the exception of time records, upon the Government.

4. I will rule as promptly as possible, once the motion for determination of the Relators' share is filed and the issues are joined thereon. Perhaps I'm too sanguine, but I believe I can prevent the issue of lawyers' fees and expenses from becoming a major battle ground.

IT IS SO ORDERED this 15th day of March, 2011.

/s/ Billy Roy Wilson
UNITED STATES DISTRICT JUDGE

EXHIBIT A

NON-DISCLOSURE AGREEMENT

I hereby certify my understanding and agreement that the Memorandum of Law Supporting Relators' Motion for Award of Statutory Attorney Fees, Costs and Expenses, the Affidavit of Von G. Packard in support thereof and certain exhibits and time records ("Protected Documents") are being provided to me pursuant to, and I am subject to, the terms and restrictions of the Order Granting Motion to File under Seal Various Papers Regarding Relators' Motion for Award of Statutory Attorneys' Fees, Costs and Expenses entered by the Court in *U.S. ex rel. Norman Rille, et al. v. Cisco Systems, Inc., et al.*, U.S. District Court, Eastern District of Arkansas, Civil Case No. 4-04CV00988 (BRW) ("the Order"). I have been given a copy of the Order and have read it.

I agree to be bound by the Order. I will not provide a copy of the foregoing Protected Documents, nor the information contained therein, to anyone except as allowed in the Order and not to Accenture LLP or Proquire, or their counsel, or their consultant(s) in this case or the related cases filed with the Court in the Eastern District of Arkansas by Relators Norman Rille and Neal Roberts.

I will maintain all the foregoing Protected Documents, and the information contained therein, in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of the above-captioned litigation, I will return the foregoing Protected Documents to the counsel who provided me with same.

I hereby agree to be subject to the attached Order and declare under penalty of perjury
that the foregoing is true and correct and that this Non-Disclosure Agreement is executed this
____ day of _____, at _____.

Signature

Print Name

Address

City/State/Zip

Telephone Number