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17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**
19 **SAN JOSE DIVISION**

20 IN RE JUNIPER NETWORKS, INC.
21 SECURITIES LITIGATION

No. C-06-04327-JW (PVT)

STIPULATED PROTECTIVE ORDER

22 1. PURPOSES AND LIMITATIONS

23 Disclosure and discovery activity in this action are likely to involve production of
24 confidential, proprietary, or private information for which special protection from public
25 disclosure and from use for any purpose other than prosecuting this litigation would be warranted.
26 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
27 Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket
28 protections on all disclosures or responses to discovery and that the protection it affords extends
only to the limited information or items that are entitled under the applicable legal principles to
treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, that

1 this Stipulated Protective Order creates no entitlement to file confidential information under seal;
2 Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards
3 that will be applied when a party seeks permission from the court to file material under seal.

4 2. DEFINITIONS

5 2.1 Party: any party to this action, including all of its officers, directors,
6 employees, consultants, retained experts, and outside counsel (and their support staff).

7 2.2 Disclosure or Discovery Material: all items or information, regardless of
8 the medium or manner generated, stored, or maintained (including, among other things,
9 testimony, transcripts, or tangible things) that are produced or generated in disclosures or
10 responses to discovery in this matter.

11 2.3 "Confidential" Information or Items: information (regardless of how
12 generated, stored or maintained) or tangible things that qualify for protection under standards
13 developed under F.R.Civ.P. 26(c).

14 2.4 "Highly Confidential - Attorneys' Eyes Only" Information or Items:
15 extremely sensitive "Confidential Information or Items" whose disclosure to another Party or
16 non-party would create a substantial risk of serious injury that could not be avoided by less
17 restrictive means.

18 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 2.6 Producing Party: a Party or non-party that produces Disclosure or
21 Discovery Material in this action.

22 2.7 Designating Party: a Party or non-party that designates information or
23 items that it produces in disclosures or in responses to discovery as "Confidential" or "Highly
24 Confidential - Attorneys' Eyes Only."

25 2.8 Protected Material: any Disclosure or Discovery Material that is designated
26 as "Confidential" or as "Highly Confidential - Attorneys' Eyes Only."
27

1 2.9 Outside Counsel: attorneys who are not employees of a Party but who are
2 retained to represent or advise a Party in this action.

3 2.10 House Counsel: attorneys who are employees of a Party.

4 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well
5 as their support staffs).

6 2.12 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
8 witness or as a consultant in this action and who is not a past or a current employee of a Party or
9 of a competitor of a Party's and who, at the time of retention, is not anticipated to become an
10 employee of a Party or a competitor of a Party's. This definition includes a professional jury or
11 trial consultant retained in connection with this litigation.

12 2.13 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
14 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
15 subcontractors.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only Protected Material
18 (as defined above), but also any information copied or extracted therefrom, as well as all copies,
19 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by
20 parties or counsel to or in court or in other settings that might reveal Protected Material.
21

22 4. DURATION

23 Even after the termination of this litigation, the confidentiality obligations imposed by this
24 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
25 otherwise directs.

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.

28 Each Party or non-party that designates information or items for protection under this Order must

1 take care to limit any such designation to specific material that qualifies under the appropriate
2 standards. A Designating Party must take care to designate for protection only those parts of
3 material, documents, items, or oral or written communications that qualify - so that other portions
4 of the material, documents, items, or communications for which protection is not warranted are
5 not swept unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations that
7 are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to
8 unnecessarily encumber or retard the case development process, or to impose unnecessary
9 expenses and burdens on other parties), expose the Designating Party to sanctions.

10 If it comes to a Party's or a non-party's attention that information or items that it
11 designated for protection do not qualify for protection at all, or do not qualify for the level of
12 protection initially asserted, that Party or non-party must promptly notify all other parties that it is
13 withdrawing the mistaken designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in this
15 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,
16 material that qualifies for protection under this Order must be clearly so designated before the
17 material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (apart from transcripts of
20 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" on each
22 page that contains protected material. If only a portion or portions of the material on a page
23 qualifies for protection, the Producing Party also must clearly identify the protected portion(s)
24 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the
25 level of protection being asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -
26 ATTORNEYS' EYES ONLY").
27

1 A Party or non-party that makes original documents or materials
2 available for inspection need not designate them for protection until after the inspecting Party has
3 indicated which material it would like copied and produced. During the inspection and before the
4 designation, all of the material made available for inspection shall be deemed "HIGHLY
5 CONFIDENTIAL - ATTORNEYS' EYES ONLY." After the inspecting Party has identified the
6 documents it wants copied and produced, the Producing Party must determine which documents,
7 or portions thereof, qualify for protection under this Order, then, before producing the specified
8 documents, the Producing Party must affix the appropriate legend ("CONFIDENTIAL" or
9 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY") on each page that contains
10 Protected Material. If only a portion or portions of the material on a page qualifies for protection,
11 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
12 appropriate markings in the margins) and must specify, for each portion, the level of protection
13 being asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS'
14 EYES ONLY").

15 (b) for testimony given in deposition or in other pretrial or trial
16 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the
17 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,
18 and further specify any portions of the testimony that qualify as "HIGHLY CONFIDENTIAL -
19 ATTORNEYS' EYES ONLY." When it is impractical to identify separately each portion of
20 testimony that is entitled to protection, and when it appears that substantial portions of the
21 testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the
22 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to
23 have up to 20 days after receipt of the testimony transcript to identify the specific portions of the
24 testimony as to which protection is sought and to specify the level of protection being asserted
25 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY"). Only
26 those portions of the testimony that are appropriately designated for protection within the 20 days
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1 after receipt of the testimony transcript shall be covered by the provisions of this Stipulated
2 Protective Order.

3 Transcript pages containing Protected Material must be separately
4 bound by the court reporter, who must affix to the top of each such page the legend
5 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," as
6 instructed by the Party or non-party offering or sponsoring the witness or presenting the
7 testimony.

8 (c) for information produced in some form other than documentary,
9 and for any other tangible items, that the Producing Party affix in a prominent place on the
10 exterior of the container or containers in which the information or item is stored the legend
11 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -ATTORNEYS' EYES ONLY." If only
12 portions of the information or item warrant protection, the Producing Party, to the extent
13 practicable, shall identify the protected portions, specifying whether they qualify as
14 "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY."

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
16 failure to designate qualified information or items as "CONFIDENTIAL" or "HIGHLY
17 CONFIDENTIAL -ATTORNEYS' EYES ONLY" does not, standing alone, waive the
18 Designating Party's right to secure protection under this Order for such material. If material is
19 appropriately designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL- ATTORNEYS'
20 EYES ONLY" after the material was initially produced, the Receiving Party, on timely
21 notification of the designation, must make reasonable efforts to assure that the material is treated
22 in accordance with the provisions of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's
26 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
27 economic burdens, or a later significant disruption or delay of the litigation, a Party does not
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1 waive its right to challenge a confidentiality designation by electing not to mount a challenge
2 promptly after the original designation is disclosed.

3 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
4 Designating Party's confidentiality designation must do so in good faith and must begin the
5 process by conferring directly (in voice-to-voice dialogue; other forms of communication are not
6 sufficient) with counsel for the Designating Party. In conferring, the challenging Party must
7 explain the basis for its belief that the confidentiality designation was not proper and must give
8 the Designating Party an opportunity to review the designated material, to reconsider the
9 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
10 designation. A challenging Party may proceed to the next stage of the challenge process only if it
11 has engaged in this meet and confer process first.

12 6.3 Judicial Intervention. A Party that elects to press a challenge to a
13 confidentiality designation, after considering the justification offered by the Designating Party,
14 may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule
15 79-5, if applicable) that identifies the challenged material and sets forth in detail the basis for the
16 challenge. Each such motion must be accompanied by a competent declaration that affirms that
17 the movant has complied with the meet and confer requirements imposed in the preceding
18 paragraph and that sets forth with specificity the justification for the confidentiality designation
19 that was given by the Designating Party in the meet and confer dialogue.
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21 The burden of persuasion in any such challenge proceeding shall be on the
22 Designating Party. Until the Court rules on the challenge, all parties shall continue to afford the
23 material in question the level of protection to which it is entitled under the Producing Party's
24 designation.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a non-party in connection with this case only for
28 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be

1 disclosed only to the categories of persons and under the conditions described in this Order.

2 When the litigation has been terminated, a Receiving Party must comply with the provisions of
3 section 11, below (FINAL DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a
5 location and in a secure manner that ensures that access is limited to the persons authorized under
6 this Order.

7 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
8 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
9 disclose any information or item designated CONFIDENTIAL only to:

10 (a) the Receiving Party's Outside Counsel of record in this action, as
11 well as employees of said Counsel to whom it is reasonably necessary to disclose the information
12 for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is
13 attached hereto as Exhibit A;

14 (b) the officers, directors, and employees (including House Counsel) of
15 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
16 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

17 (c) experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be
19 Bound by Protective Order" (Exhibit A);

20 (d) the Court and its personnel;

21 (e) court reporters, their staffs, and professional vendors to whom
22 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be
23 Bound by Protective Order" (Exhibit A);

24 (f) during their depositions, witnesses in the action to whom disclosure
25 is reasonably necessary and who have signed the "Agreement to Be Bound by Protective Order"
26 (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal
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1 Protected Material must be separately bound by the court reporter and may not be disclosed to
2 anyone except as permitted under this Stipulated Protective Order.

3 (g) the author of the document or the original source of the information,
4 or persons who were recipients of the document.

5 7.3 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
6 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in writing by
7 the Designating Party, a Receiving Party may disclose any information or item designated
8 "HIGHLY CONFIDENTIAL -ATTORNEYS' EYES ONLY" only to:

9 (a) the Receiving Party's Outside Counsel of record in this action, as
10 well as employees of said Counsel to whom it is reasonably necessary to disclose the information
11 for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is
12 attached hereto as Exhibit A;

13 (b) Experts (as defined in this Order) (1) to whom disclosure is
14 reasonably necessary for this litigation, (2) who have signed the "Agreement to Be Bound by
15 Protective Order" (Exhibit A);

16 (c) the Court and its personnel;

17 (d) court reporters, their staffs, and professional vendors to whom
18 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be
19 Bound by Protective Order" (Exhibit A); and
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21 (e) the author of the document or the original source of the
22 information.

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
24 OTHER LITIGATION.

25 If a Receiving Party is served with a subpoena or an order issued in other litigation
26 that would compel disclosure of any information or items designated in this action as
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," the
28 Receiving Party must so notify the Designating Party, in writing (by e-mail or fax, if possible)

1 immediately and in no event more than three court days after receiving the subpoena or order.
2 Such notification must include a copy of the subpoena or court order.

3 The Receiving Party also must immediately inform in writing the Party who
4 caused the subpoena or order to issue in the other litigation that some or all the material covered
5 by the subpoena or order is the subject of this Protective Order. In addition, the Receiving Party
6 must deliver a copy of this Stipulated Protective Order promptly to the Party in the other action
7 that caused the subpoena or order to issue.

8 The purpose of imposing these duties is to alert the interested parties to the
9 existence of this Protective Order and to afford the Designating Party in this case an opportunity
10 to try to protect its confidentiality interests in the court from which the subpoena or order issued.
11 The Designating Party shall bear the burdens and the expenses of seeking protection in that court
12 of its confidential material - and nothing in these provisions should be construed as authorizing or
13 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

14 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
16 Protected Material to any person or in any circumstance not authorized under this Stipulated
17 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating
18 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected
19 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
20 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and
21 Agreement to Be Bound" that is attached hereto as Exhibit A.

22 10. FILING PROTECTED MATERIAL. Without written permission from the
23 Designating Party or a court order secured after appropriate notice to all interested persons, a
24 Party may not file in the public record in this action any Protected Material. A Party that seeks to
25 file under seal any Protected Material must comply with Civil Local Rule 79-5.

26 11. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by the
27 Producing Party, within sixty days after the final termination of this action, each Receiving Party
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1 must either destroy or return all Protected Material to the Producing Party. As used in this
2 subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries or
3 any other form of reproducing or capturing any of the Protected Material. Whether the Protected
4 Material is returned or destroyed, the Receiving Party must submit a written certification to the
5 Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day
6 deadline that identifies (by category, where appropriate) all the Protected Material that was
7 returned or destroyed and that affirms that the Receiving Party has not retained any copies,
8 abstracts, compilations, summaries or other forms of reproducing or capturing any of the
9 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival
10 copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney
11 work product, even if such materials contain Protected Material. Any such archival copies that
12 contain or constitute Protected Material remain subject to this Protective Order as set forth in
13 Section 4 (DURATION), above.

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order no Party waives any right it otherwise would have to object to disclosing or
19 producing any information or item on any ground not addressed in this Stipulated Protective
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1 Order. Similarly, no Party waives any right to object on any ground to the use in evidence of any
2 of the material covered by this Protective Order.

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

4 DATED: October 31, 2008

BARBARA J. HART
DAVID C. HARRISON
LOWEY DANNENBERG COHEN & HART, P.C.

5
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20 DATED: October 31, 2008

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Calderoni, Kenneth Goldman, William R. Hearst III,
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William R. Stensrud*

1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for
6 the Northern District of California on _____, 2008 in the case of *In re Juniper*
7 *Networks, Inc. Securities Litigation*, No. C-06-04327-JW. I agree to comply with and to be
8 bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that
9 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I
10 solemnly promise that I will not disclose in any manner any information or item that is subject to
11 this Stipulated Protective Order to any person or entity except in strict compliance with the
12 provisions of this Order.
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14

15 I further agree to submit to the jurisdiction of the United States District Court for the
16 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective
17 Order, even if such enforcement proceedings occur after termination of this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and telephone number]
20 as my California agent for service of process in connection with this action or any proceedings
21 related to enforcement of this Stipulated Protective Order.
22
23

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name _____
27 [printed name]

28 Signature: _____
[signature]