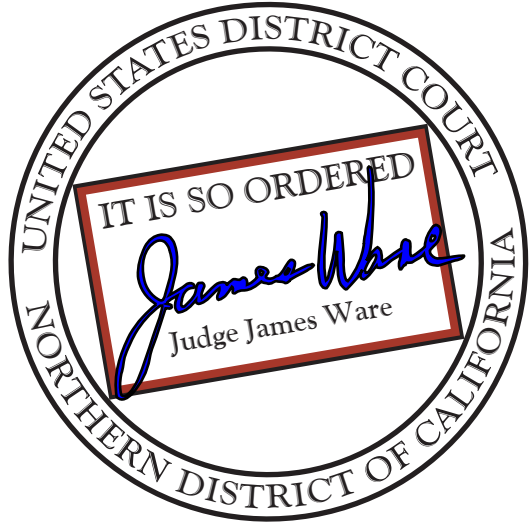


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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

IN RE JUNIPER NETWORKS, INC.  
SECURITIES LITIGATION

---

THE NEW YORK CITY EMPLOYEES'  
RETIREMENT SYSTEM, et al.,

Lead Plaintiff,

v.

LISA C. BERRY,

Defendant.

No. C06-04327-JW (PVT)

*[Signature]*  
**[PROPOSED] ORDER  
PRELIMINARILY APPROVING  
SETTLEMENT AND PROVIDING  
FOR NOTICE**

No. C08-0246-JW (PVT)

[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE

1 WHEREAS, two unconsolidated class actions are currently pending before the court  
2 entitled *In re Juniper Networks, Inc. Securities Litigation*, Case No. C 06-04327 (the “Juniper  
3 Action”), and *New York City Employees’ Retirement System, et al., v. Lisa C. Berry*, Case No.  
4 C 08-0426 (the “Berry Action”) (collectively the “Actions”).

5 WHEREAS, the Court has received the Stipulation of Settlement dated as of March 15,  
6 2010 (the “Stipulation”) that was entered into by the Lead Plaintiff and Defendants in the  
7 Actions, and the Court has reviewed the Stipulation and its attached Exhibits; and

8 WHEREAS, the parties having made application, pursuant to Federal Rule of Civil  
9 Procedure 23(e), for an order preliminarily approving the partial settlement of these Actions (the  
10 “Settlement”), in accordance with the Stipulation which, together with the Exhibits annexed  
11 thereto, sets forth the terms and conditions for a proposed settlement of the Actions and for  
12 dismissal with prejudice of the Juniper Action against the Defendants and the Berry Action  
13 against Berry upon the terms and conditions set forth therein; and the Court having read and  
14 considered the Stipulation and the Exhibits annexed thereto; and

15 WHEREAS, all capitalized terms contained herein shall have the same meanings as set  
16 forth in the Stipulation;

17 NOW, upon consent of the Parties, after review and consideration of the Stipulation filed  
18 with the Court and the Exhibits annexed thereto, and after due deliberation, IT IS HEREBY  
19 ORDERED:

20 1. The Berry Action is certified for purposes of the Settlement only as a class action  
21 pursuant to Rules 23(a) and 23(b)(3), Fed. R. Civ. P., on behalf of the following class:

22  
23 All persons and entities who purchased or otherwise acquired the  
24 publicly traded securities of Juniper Networks, Inc. from July 11,  
25 2003 through August 10, 2006, inclusive, and who did not sell such  
26 acquired securities before May 18, 2006, and were damaged,  
27 including (a) those who received or acquired Juniper common stock  
28 issued pursuant to a registration statement on SEC Form S-4, dated  
March 10, 2004, for the Company’s merger with NetScreen  
Technologies, Inc.; and (b) purchasers of Zero Coupon Convertible  
Senior Notes due June 15, 2008 issued pursuant to a registration  
statement on SEC Form S-3, dated November 20, 2003. Excluded  
from the Class are the Defendants and the current and former

1 officers and directors of the Company, their immediate families,  
2 their heirs, successors, or assigns and any entity controlled by any  
3 such person.

4 2. For purposes of the Settlement only, Lead Plaintiff is appointed as class  
5 representatives of such class.

6 3. The Court has determined for purposes of the Settlement only that (a) the class in  
7 the Berry Action is so numerous that joinder of all members is impracticable; (b) there are  
8 questions of law and fact common to the class; (c) the claims or defenses of Lead Plaintiff are  
9 typical of the claims or defenses of the class; and (d) Lead Plaintiff will fairly and adequately  
10 protect the interests of the class. The Court further finds, for purposes of Settlement only, that the  
11 questions of law or fact common to class members in the Berry Action predominate over any  
12 questions affecting individual class members, including but not limited to whether Ms. Berry  
13 made any false or misleading statements with scienter in connection with the purchase or sale of  
14 Juniper's securities. The Court also finds, for purpose of the Settlement only, that a class action  
15 is superior to other available methods for the fair and efficient adjudication of the Berry Action.

16 4. The Court previously certified the Juniper Action as a class action with the same  
17 class definition as that set forth in paragraph 1 above. For purposes of this Settlement only, the  
18 Court, pursuant to Rule 42(a), Fed. R. Civ. P., consolidates the Berry Action with the Juniper  
19 Action, as a single class action on behalf of the class of persons set forth in paragraph 1 above.

20 5. The Court preliminarily approves the Stipulation and the Settlement set forth  
21 therein, and the Proposed Plan of Allocation described in the Notice, subject to further  
22 consideration at the Fairness Hearing described below.

23 6. A hearing (the "Fairness Hearing") shall be held before this Court on August 30,  
24 2010, at 9 a.m., at the United States Courthouse – 4<sup>th</sup> Floor, Courtroom 8, 280 South 1st Street,  
25 San Jose, California, to determine whether the proposed Settlement of the Actions on the terms  
26 and conditions provided for in the Stipulation is fair, reasonable and adequate to the Class and  
27 should be approved by the Court; whether a Judgment as provided in the Stipulation should be  
28 entered herein; whether the proposed Plan of Allocation should be approved; and to determine the  
amount of fees and expenses that should be awarded to Plaintiff's Lead Counsel. The Court may

1 adjourn the Fairness Hearing without further notice of Class Members.

2 7. The Court approves, as to form and content, the Notice of Class Action Certification  
3 and Proposed Partial Settlement (the “Notice”), the Proof of Claim and Release form (the “Proof  
4 of Claim”), and Summary Notice for publication annexed as Exhibits A-1, A-2 and A-3 hereto  
5 and finds that the mailing and distribution of the Notice and publishing of the Summary Notice  
6 substantially in the manner and form set forth in ¶¶ 8(b) and 8(c) of this Order meet the  
7 requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice  
8 practicable under the circumstances and shall constitute due and sufficient notice to all Persons  
9 entitled thereto.

10 8. Lead Counsel is hereby authorized to retain the firm of Rust Consulting, Inc. as  
11 Settlement Administrator, and to supervise and administer the notice procedure as well as the  
12 processing of claims as more fully set forth below:

13 (a) The Settlement Administrator shall make reasonable efforts to identify all  
14 Persons who are Members of the Class, including beneficial owners whose shares of Juniper  
15 securities are held by banks, brokerage firms, or other nominees. Beginning on March 19, 2010,  
16 Juniper Networks, Inc. has provided to Lead Plaintiff information available from Juniper’s  
17 transfer agent, Wells Fargo Shareowner Services, including record shareholder lists and other  
18 records as appropriate for providing the Notice to the persons and entities who can be identified  
19 through reasonable efforts from the records of Juniper.

20 (b) On or before May 11, 2010, (the “Notice Date”), the Claims Administrator  
21 shall cause a copy of the Notice and the Proof of Claim, substantially in the forms annexed as  
22 Exhibits A-1 and A-2 hereto, to be mailed by first-class mail to all Class Members who can be  
23 identified with reasonable effort;

24 (c) On or before May 31, 2010, Lead Counsel shall cause the Summary Notice  
25 to be published once in the national edition of *The Wall Street Journal* and the *San Jose Mercury*  
26 *News*; and

27 (d) On or before August 20, 2010, Lead Counsel shall cause to be served on  
28

1 Defendants' Counsel and filed with the Court proof, by affidavit or declaration, of such mailing  
2 and publishing.

3 9. Nominees who purchased publicly traded securities of Juniper Networks, Inc. for  
4 the beneficial ownership of Class Members shall send the Notice and the Proof of Claim to all  
5 beneficial owners of such publicly traded Juniper securities within ten (10) days after receipt  
6 thereof, or send a list of the names and addresses of such beneficial owners to the Claims  
7 Administrator within ten (10) days of receipt thereof, in which event the Claims Administrator  
8 shall promptly mail the Notice and Proof of Claim to such beneficial owners. Such nominees  
9 shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of  
10 proper documentation, for the reasonable out-of-pocket expenses of providing notice to beneficial  
11 owners who are Class Members, which expenses would not have been incurred except for the  
12 sending of such Notice, subject to further order of this Court with respect to any dispute  
13 concerning such compensation.

14 10. All reasonable expenses incurred in identifying and notifying Class Members, as  
15 well as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the  
16 event the Settlement is not approved by the Court, or otherwise fails to become effective, Lead  
17 Plaintiff, Lead Counsel, and the Class shall not be responsible for any expenses validly disbursed  
18 or reimbursed in accordance with this Stipulation from the Settlement Fund, pursuant to ¶¶ 9 and  
19 11 of the Stipulation and ¶¶ 8-9 of this Order.

20 11. All Class Members shall be bound by all determinations and judgments in the  
21 Actions concerning the Settlement, whether favorable or unfavorable to the Class.

22 12. Class Members who do not timely and validly effect their exclusion from the Class  
23 and who wish to submit a claim for recovery from the Settlement Fund shall complete and submit  
24 timely, valid Proof of Claim forms to the Claims Administrator at the Post Office Box indicated  
25 in the Notice, postmarked not later than September 10, 2010. Such deadline may be further  
26 extended by Court order. Provided that they are actually received no later than thirty (30) days  
27 after September 10, 2010, Proofs of Claim shall be deemed to have been submitted when posted,  
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1 if received with a postmark indicated on the envelope and if mailed by first-class, registered, or  
2 certified mail, postage prepaid, addressed in accordance with the instructions given in the Proof  
3 of Claim. All other Proofs of Claim shall be deemed to have been submitted when actually  
4 received by the Claims Administrator. To be valid, a Proof of Claim must (a) be completed in a  
5 manner that permits the Claims Administrator to determine the eligibility of the claim as set forth  
6 in the Proof of Claim; (b) include the release by the claimant of all Released Parties as set forth in  
7 the Stipulation; and (c) be signed with an affirmation that the information is true and correct. All  
8 Members of the Class who do not submit valid and timely Proofs of Claim shall be forever barred  
9 from receiving any payments from the Settlement Fund, but will in all other respects be subject to  
10 and bound by the provisions of the Stipulation and the Order and Final Judgment, if entered.  
11 Notwithstanding the foregoing, Plaintiff's Lead Counsel shall have discretion to accept late-  
12 submitted claims for processing by the Claims Administrator so long as the distribution of the  
13 Settlement Fund is not materially delayed thereby.

14 13. Any Class Member may enter an appearance in the Actions, at their own expense,  
15 individually or through counsel of their own choice, in which case such counsel must file with the  
16 Clerk of the Court and deliver to Plaintiff's Lead Counsel and Defendants' Counsel a notice of  
17 such appearance. If they do not enter an appearance, they will be represented by Plaintiff's Lead  
18 Counsel.

19 14. Any Class Member may, upon request, be excluded from the Class. Any such  
20 Person must submit to the Claims Administrator a request for exclusion ("Request for  
21 Exclusion"), at the address provided in the Notice, to be received no later than August 9, 2010. A  
22 Request for Exclusion must be in writing, and must: (a) state the name, address, and telephone  
23 number of the Person requesting exclusion; (b) identify the Person's purchases (or acquisitions)  
24 and sales of publicly traded Juniper securities made during the Class Period, including the date(s)  
25 of purchase, acquisition or sale, price(s) paid or received, and the number of publicly traded  
26 securities purchased, acquired and/or sold; (c) include the Person's signature; and (d) state that  
27 the Person wishes to be excluded from the Class. All Persons who submit valid and timely  
28

1 Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the  
2 Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound  
3 by the Stipulation or the Judgment entered in the Actions.

4 15. Any Class Member may appear at the Fairness Hearing and show cause, if he, she  
5 or it has any reasons why the proposed Settlement of the Actions should or should not be  
6 approved as fair, reasonable and adequate, why a judgment should or should not be entered  
7 thereon, why the Plan of Allocation should or should not be approved, why attorneys' fees and  
8 expenses should or should not be awarded to counsel for the Lead Plaintiff, or why the expenses  
9 of the Lead Plaintiff should or should not be awarded. Any Class Member may also object in  
10 writing to the approval of the terms and conditions of the proposed settlement, or, if approved, the  
11 Judgment to be entered thereon approving the same, or the order approving the Plan of  
12 Allocation, or the attorneys' fees and expenses to be awarded to Lead Plaintiff's counsel. Any  
13 objection(s) must be mailed on or before August 9, 2010, to the Court, Lead Counsel for Lead  
14 Plaintiff, Defendants' Counsel, and Berry's Counsel, at the following addresses:

15 Court

16 Clerk of the Court  
17 United States District Court  
18 Northern District of California  
280 South 1st Street  
San Jose, CA 95113

19 Lead Counsel for Lead Plaintiff and the Class:

20 Barbara J. Hart  
21 David C. Harrison  
22 Lowey Dannenberg Cohen & Hart, P.C.  
23 David C. Harrison  
One North Broadway, Suite 509  
White Plains, NY 10601-2310

24 Counsel for Juniper Defendants:

25 Nina F. Locker  
26 Steven Guggenheim  
27 Wilson Sonsini Goodrich & Rosati, P.C.  
28 650 Page Mill Road  
Palo Alto, CA 94304-1050

Counsel for Lisa C. Berry:

Melinda Haag  
James N. Kramer  
Nancy E. Harris  
Orrick, Herrington & Sutcliffe LLP  
405 Howard Street  
San Francisco, CA 94105-2669

A written objection should include the following information: (a) the full name, address, and phone number of the objecting Class Member; (b) the number of securities the Class Member purchased or sold from July 11, 2003 through August 10, 2006 and/or acquired in the NetScreen Merger; (c) a written statement of the grounds for the objection, signed by the objector or its counsel; and (d) a statement of whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the objection should also state the identity of all attorneys who will appear at the Fairness Hearing. Objectors who make written objections are not obligated to attend the Fairness Hearing.

16. Any Class Member who does not make a written objection in the manner provided above and/or appear in person or through a representative at the Fairness Hearing shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the Stipulation, the Plan of Allocation, or to the award of attorneys' fees and expenses to Lead Plaintiff's counsel, unless otherwise ordered by the Court.

17. All funds held by the Class Escrow Agent pursuant to the Stipulation and the Escrow Agreement shall be deemed and considered to be in the legal custody of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to the Stipulation and/or further order(s) of the Court.

18. All papers in support of the Settlement, the Plan of Allocation, and any application by counsel for the Lead Plaintiff for attorneys' fees or reimbursement of expenses, or by Lead Plaintiff for reimbursement of its expenses, shall be filed on or before August 2, 2010. All papers in response to Class Members' objections to the Settlement, if any, shall be filed and served on or before August 19, 2010.



1           19. Defendants and Defendants' Counsel shall have no responsibility for the Plan of  
2 Allocation or any application for attorneys' fees or reimbursement of expenses submitted by Lead  
3 Counsel or the Lead Plaintiff, and such matters will be considered separately from the fairness,  
4 reasonableness and adequacy of the Settlement.

5           20. At or after the Fairness Hearing, the Court shall determine whether the Plan of  
6 Allocation proposed by Lead Plaintiff's Lead Counsel, and any application for attorneys' fees or  
7 reimbursement of expenses shall be approved.

8           21. Neither the Stipulation, nor any of its terms or provisions, nor any of the  
9 negotiations or proceedings connected with it, nor this Order, shall be construed as an admission  
10 or concession by Defendants or their Related Parties of the truth of any of the allegations in the  
11 Actions, or of any liability, fault, or wrongdoing of any kind and shall not be construed as, or  
12 deemed to be evidence of or an admission or concession that, Lead Plaintiff or any Class  
13 Members have suffered any damages, harm, or loss.

14           22. Pending final determination of whether the Settlement should be approved, Lead  
15 Plaintiff, all Class Members, and anyone who acts or purports to act on their behalf, are enjoined  
16 from initiating or prosecuting any action(s) or claim(s) against any Defendant or Related Party  
17 that are within the scope of the Released Claims as provided in the Stipulation.

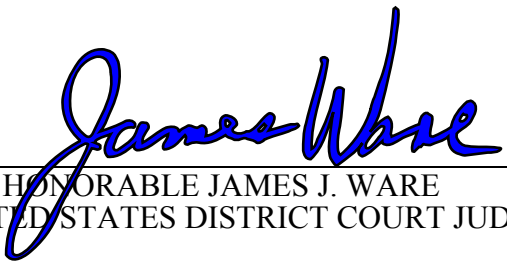
18           23. Pending final determination of whether the Settlement should be approved, all  
19 proceedings with respect to the Defendants in the Actions are stayed pending further order of the  
20 Federal Court, with the exception of claims against Defendant Ernst & Young in the Juniper  
21 Action.

22           24. The Court reserves the right to change the date of the Fairness Hearing without  
23 further notice to the Members of the Class, and retains jurisdiction to consider all further  
24 applications arising out of or connected with the proposed Settlement. Should the Court change  
25 the date of the Fairness Hearing, such a change will be reflected in the Court's calendar and will  
26 be accessible via the Court's website at [www.cand.uscourts.gov](http://www.cand.uscourts.gov). and shall be published by the  
27 Settlement Administrator on the website it created in connection with the proposed settlement of  
28

1 these Actions. The Court may approve the Settlement, with such modifications as may be agreed  
2 to by the Settling Parties, if appropriate, without further notice to the Class.

3 IT IS SO ORDERED.

4  
5 Dated: April 12, 2010

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THE HONORABLE JAMES J. WARE  
UNITED STATES DISTRICT COURT JUDGE

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# Exhibit A-1

3 IN RE JUNIPER NETWORKS, INC.  
4 SECURITIES LITIGATION

C 06-04327-JW (PVT)

5 THE NEW YORK CITY EMPLOYEES'  
6 RETIRMENT SYSTEM, *et al.*,

C 08-0246-JW (PVT)

7 v.

8 LISA C. BERRY,

9  
10 **NOTICE OF CLASS ACTION CERTIFICATION,  
11 PROPOSED PARTIAL SETTLEMENT, MOTION FOR  
12 ATTORNEYS' FEES AND EXPENSES AND HEARING THEREON**

13 **IF YOU PURCHASED OR ACQUIRED PUBLICLY TRADED SECURITIES OF  
14 JUNIPER NETWORKS, INC. ("JUNIPER" OR THE "COMPANY") FROM JULY 11,  
15 2003 THROUGH AUGUST 10, 2006, INCLUSIVE, AND DID NOT SELL SUCH  
16 SECURITIES BEFORE MAY 18, 2006, INCLUDING (A) RECEIPT OF JUNIPER  
17 COMMON STOCK IN THE COMPANY'S MERGER WITH NETSCREEN  
18 TECHNOLOGIES INC. IN APRIL 2004; AND (B) PURCHASE OF ZERO COUPON  
19 CONVERTIBLE SENIOR NOTES ON OR AFTER NOVEMBER 20, 2003, YOUR  
20 RIGHTS ARE AFFECTED AND YOU COULD RECEIVE A PAYMENT FROM THE  
21 PROPOSED PARTIAL CLASS ACTION SETTLEMENT.**

22 *A Federal Court authorized this notice. This is not a solicitation from a lawyer.  
23 This is not a notice that you have been sued.*

- 24
- 25 • This settlement (the "Settlement") will provide \$169,000,000 in cash, plus interest, to pay  
26 claims from investors who (i) purchased Juniper common stock from July 11, 2003  
27 through August 10, 2006, inclusive (the "Class Period"), (ii) received Juniper common  
28 stock in connection with the merger with NetScreen Technologies, Inc. ("NetScreen")  
which closed April 16, 2004 (the "NetScreen Merger"), and/or (iii) purchased zero coupon  
convertible senior notes due June 15, 2008 (the "Notes") on or after November 20, 2003,  
and suffered losses. Depending on the number of eligible securities purchased by  
investors who elect to participate in the Settlement, and when those securities were  
purchased and sold, the average distribution is estimated to be \$0.383 per damaged share  
and \$3.75 per every \$1,000 face value in damaged Notes before deduction of Court-  
approved fees and expenses described below. A further description of the Plan of  
Allocation is on pages 16 to 19 below.<sup>1</sup>
  - The Settlement, subject to court approval, resolves class action claims alleging that  
Juniper and certain of its officers and directors engaged in a multi-year scheme to  
backdate stock option grants to enrich Juniper's executives and employees, and failed to  
record \$900 million in compensation expenses associated with the grant of these options.  
For Lead Plaintiff, the principal reason for the Settlement is the benefit to be provided to

1 Capitalized terms that are not defined in this Notice are defined in the Stipulation of Settlement.

1 the Class now, while avoiding the costs and risks to you and the Class from continuing  
2 with litigation. The Lead Plaintiff conducted a substantial investigation and discovery  
3 into the facts of the case prior to reaching the Settlement, and considered the risks of  
4 proving liability and damages, in addition to the further risk that a later judgment may not  
5 be as large as the Settlement amount. For Defendants, the principal reason for the  
6 Settlement is to eliminate the expense, risks, and uncertainty of continued litigation. The  
7 Settlement pays money to investors like you, and it releases Juniper and several of its  
8 current and former officers and directors (identified at page 5) from liability.

- 9 • If the Settlement is approved by the Court, the Court-appointed lawyers for investors,  
10 Lowey Dannenberg Cohen & Hart, P.C., will apply to the Court for an award of attorneys'  
11 fees, which amounts to less than \$9,000,000, or 5.3 percent of the Settlement Fund, and  
12 for reimbursement of expenses not to exceed \$865,000 incurred in investigating the facts,  
13 prosecuting the case, and negotiating the Settlement. These payments, if approved, will  
14 come out of the \$169 million Settlement Fund, and are estimated to be an average of  
15 \$0.022 per damaged security.
- 16 • Lead Plaintiff and the Defendants do not agree on the average amount of damages per  
17 share that would be recoverable if the Lead Plaintiff were to have prevailed on each claim  
18 alleged. The issues on which the parties disagree include: (1) whether the Defendants  
19 violated the federal securities laws; (2) whether the alleged federal securities laws  
20 violations actually caused any damage to investors; and (3) whether the allegedly false or  
21 misleading statements and omissions caused the price of Juniper securities to be  
22 artificially inflated during the Class Period, and if so, the amount by which Juniper  
23 securities were allegedly artificially inflated (if at all) during the Class Period.
- 24 • If you are a Class Member (as the term is defined below), your legal rights are affected by  
25 the Settlement, regardless of whether you act or do not act. Read this notice carefully.
- 26 • If you have questions about the proposed Settlement, or would like further information  
27 about the Lawsuits, you may contact Lead Counsel at: [name, telephone number, and  
28 address of one or more representatives of counsel for the plaintiff class who will be  
reasonably available to answer questions].

## 18 YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

19 **SUBMIT A CLAIM FORM** – The only way to get a payment from the Settlement.

20 **Deadline: September 10, 2010.**

21 **EXCLUDE YOURSELF** – You get no payment from the Settlement. This is the only option  
22 that might allow you to bring an individual lawsuit against the Defendants asserting the legal  
claims being released in this case, if you have a valid and timely claim.

23 **Deadline: August 9, 2010.**

24 **OBJECT** – You may write to the Court if you do not like this Settlement, the Plan of Allocation,  
25 and/or the Request for Attorneys' Fees and Expenses.

26 **Deadline: August 9, 2010.**

27 **GO TO A HEARING** – You may ask to speak in Court about the fairness of the Settlement.

28 **Hearing Date: August 30, 2010.**

1 **DO NOTHING** – You get no payment and give up your rights relating to the claims described in  
this Notice.

- 2 • These rights and options – *and the deadlines to exercise them* – are explained in  
3 this Notice.
- 4 • The Court in charge of the lawsuits must decide whether to approve the  
5 Settlement. If approved, payments will be made to claimants from the Settlement  
6 Fund on the Effective Date, *i.e.*, after the Court approves the Settlement and enters  
7 judgment, and after all appeals and subsequent proceedings (if any) are resolved.

## 8 **WHAT THIS NOTICE CONTAINS**

### 9 **BASIC INFORMATION**

**Page**

- 10 1. Why did I get this Notice package? .....
- 11 2. What is this lawsuit about? .....
- 12 3. What is a class action? .....
- 13 4. Why is there a Settlement?.....

### 14 **WHO IS INCLUDED IN THE SETTLEMENT?**

- 15 5. How do I know if I am a Class Member? .....
- 16 6. Are there any exceptions to being included as a Class Member? .....
- 17 7. I am still not sure if I'm included.....

### 18 **THE SETTLEMENT BENEFITS**

- 19 8. What does the Settlement provide?.....
- 20 9. How much will my payment be? .....
- 21 10. How can I get a payment? .....
- 22 11. When will I receive my payment? .....
- 23 12. What am I giving up to get a payment or stay in the Class? .....

### 24 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

- 25 13. How do I exclude myself from the Settlement?.....
- 26 14. If I don't exclude myself, can I sue defendants for the same things later? .....
- 27 15. If I exclude myself, can I get money from this Settlement? .....

### 28 **THE LAWYERS REPRESENTING YOU**

- 16. Do I have a lawyer in this case?.....
- 17. How will the lawyers be paid? .....

### 18 **THE COURT'S FAIRNESS HEARING**

- 18. When and where will the Court decide whether to approve the Settlement? .....
- 19. Do I have to come to the hearing? .....

### 20 **OBJECTING TO THE SETTLEMENT**

- 20. How do I tell the Court that I do not like the Settlement? .....
- 21. What's the difference between objecting and excluding?.....

1 **IF YOU DO NOTHING**

2 22. What happens if I do nothing at all? .....

3 **OBTAINING MORE INFORMATION**

4 23. Are there more details about the Settlement? .....

5 **SPECIAL NOTICE TO NOMINEES**

6 24. Special Notice to Banks, Trustees, Brokerage Firms or Other Nominees .....

7 **UNDERSTANDING YOUR PAYMENT – THE PLAN OF ALLOCATION** .....

8 **1. Why did I get this Notice package?**

9 You or someone in your family may have purchased Juniper common stock or Notes during the  
10 Class Period, or received Juniper stock in connection with the NetScreen Merger.

11 The Court caused this Notice to be sent to you because you have a right to know about a proposed  
12 partial settlement of class action lawsuits, a hearing to be held by the Court to consider the  
13 fairness, reasonableness and adequacy of the Settlement, and about all of your options, before the  
14 Court decides whether to approve the Settlement. If the Court approves the Settlement, and after  
any objections or appeals are resolved, a claims administrator appointed by the Court will make  
the payments that the Settlement allows.

15 This Notice explains the lawsuits, the Settlement, your legal rights, what benefits are available,  
16 who is eligible for them, and how to get them. It is not an expression of any opinion by the Court  
with respect to the truth of the allegations of the litigation or the merits of the claims or defenses  
asserted.

17 The Court in charge of the lawsuits is the United States District Court for the Northern District of  
18 California, and the cases are known as *In re Juniper Networks, Inc. Securities Litigation*, Case  
19 No. C 06-04327-JW, and the *New York City Employees’ Retirement System, et al., v. Lisa C.  
Berry*, Case No. C 08-0246-JW (collectively the “Actions”). The Honorable James Ware is the  
Judge in charge of this class action.

20  
21 **2. What is this lawsuit about?**

22 These lawsuits are class actions alleging that Juniper, certain of its current and former officers  
23 and directors, and Juniper’s auditors Ernst & Young LLP violated federal securities laws. The  
24 people who are suing are called the New York City Pension Funds, and are comprised of the New  
25 York City Employees’ Retirement System, the Teachers’ Retirement System of the City of New  
26 York, the New York City Fire Department Pension Fund, the New York City Police Pension  
27 Fund, the New York City Police Superior Officers’ Variable Supplements Fund, the New York  
28 City Police Officers’ Variable Supplements Fund, the New York City Firefighters’ Variable  
Supplements Fund, the New York City Fire Officers’ Variable Supplements Fund, and the New  
York City Teachers’ Retirement System of the City of New York Variable Annuity Program.  
The New York City Pension Funds are suing as the Lead Plaintiff on behalf of other similarly  
situated investors in publicly traded Juniper securities during the Class Period.

1 Defendant Juniper and certain of its current and former senior officers and directors have been  
2 sued for federal securities law violations, in which executives allegedly backdated stock option  
3 grants to enrich corporate insiders and employees, misrepresented the Company's stock-granting  
4 practices, and failed to record approximately \$900 million in compensation expenses associated  
5 with the grant of concealed in-the-money options. The defendants who are part of the proposed  
6 Settlement are Juniper, Scott Kriens (former Chairman and Chief Executive Officer), Marcel  
7 Gani (former Chief Financial Officer and Chief of Staff), Lisa C. Berry (former General  
8 Counsel), and current and/or former directors William R. Hearst III, Vinod Khosla, Kenneth  
9 Levy, Stratton Sclavos, Pradeep Sindhu, William R. Stensrud, Robert Calderoni, and Kenneth  
10 Goldman. These defendants are collectively referred to as the "Defendants." Ernst & Young  
11 LLP is also named as a defendant on a claim relating to the NetScreen Merger, but Ernst &  
12 Young is not part of the Settlement, and Lead Plaintiff continues to prosecute its claim against  
13 Ernst & Young.

14 This litigation began in the summer of 2006, when at least two class action complaints were filed  
15 against Juniper, Scott Kriens, Marcel Gani, William R. Hearst III, Vinod Khosla, Kenneth Levy,  
16 Stratton Sclavos, Pradeep Sindhu, William R. Stensrud, Robert Calderoni, and Kenneth Goldman.  
17 On November 20, 2006, the actions were consolidated as *In re Juniper Networks Inc. Securities  
18 Litigation* (the "Juniper Action"), the New York City Pension Funds was appointed Lead  
19 Plaintiff, and the Court approved Lead Plaintiff's choice of the law firm of Lowey Dannenberg  
20 Cohen & Hart, P.C. as Lead Counsel. On January 12, 2007, Lead Plaintiff filed a Consolidated  
21 Class Action Complaint. In March 2007, Juniper filed restated financial statements recording a  
22 cumulative reduction in the Company's earnings of \$900 million to account for compensation  
23 expenses associated with historical stock option grants. On April 9, 2007, Lead Plaintiff filed the  
24 Amended Consolidated Class Action Complaint (the "Complaint").

25 On June 7, 2007, the Juniper Defendants moved to dismiss the Complaint on the grounds that,  
26 among other things, it failed to state a claim for relief under Section 10(b) and Rule 10b-5 under  
27 the standards of the Private Securities Litigation Reform Act ("PSLRA") and under Rule 9(b) of  
28 the Federal Rules of Civil Procedure. The motion was granted in part and denied in part pursuant  
to an Order issued on March 31, 2008. On June 23, 2008, the Juniper Defendants answered the  
Complaint.

On January 14, 2008, Lead Plaintiff filed a separate class action complaint in this Court against  
Lisa C. Berry, Juniper's former General Counsel, Vice President, and Secretary. This separate  
action was titled *New York City Employees' Retirement System, et al. v. Lisa C. Berry* (the "Berry  
Action"). On September 29, 2008, Berry moved to dismiss the initial complaint against her. On  
May 15, 2009, Judge Ware granted in part and denied in part Berry's motions to dismiss the  
initial complaint. On June 18, 2009, Lead Plaintiff filed an Amended Complaint against Berry.  
On July 13, 2009, Berry moved to dismiss the Amended Complaint. On September 24, 2009, the  
Court denied in part Berry's motion to dismiss. On October 14, 2009, Berry filed an Answer to  
the Amended Complaint in the Berry Action.

Lead Plaintiff alleges that from the time Juniper went public in June 1999, the Defendants  
secretly backdated the grant dates of stock options to dates when the market price of Juniper's  
stock was lower, and failed to record compensation charges for those backdated option grants, as  
required by generally accepted accounting principles. Lead Plaintiff alleges that this practice of  
contradicted Juniper's public statements and caused the Company's financial statements and other  
SEC filings to be materially false and misleading. Lead Plaintiff alleges that the false and  
misleading statements included statements (1) that under the Company's stock option plans, no  
stock options "have been granted for less than fair market value on the date of grant"; (2) that no  
compensation expense was recognized for the option grants because "the exercise price of the  
Company's stock options equals the market price of the underlying stock on the date of grant";  
and (3) that stock options "will provide value to executive officers only when the price of the  
Company's common stock increases over the exercise price." Lead Plaintiff alleges that Juniper



1 failed to record approximately \$900 million in compensation expenses associated with backdated  
2 stock option grants. Lead Plaintiff also alleges that the backdating caused Juniper's registration  
3 statement for common stock issued in the NetScreen Merger, and Juniper's registration statement  
4 for its Notes, to contain false or misleading statements.

5 Lead Plaintiff alleges that Juniper, Scott Kriens, Marcel Gani and Lisa C. Berry each violated  
6 Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934. Lead Plaintiff alleges that  
7 Juniper and each individual defendant violated Section 11 of the Securities Act of 1933 in  
8 connection with one or more registration statements for the NetScreen Merger and/or the Notes.  
9 Each individual defendant is also sued as a "control person" under either Section 20 of the  
10 Securities Exchange Act of 1934, or Section 15 of the Securities Act of 1933, or both.

11 On March 2, 2009, Lead Plaintiff moved in the Juniper Action for class certification under Rule  
12 23(a) and (b)(3) of the Federal Rules of Civil Procedure. In connection with Lead Plaintiff's  
13 motion, the parties engaged in substantial fact and expert discovery, briefing, and oral argument.  
14 On September 25, 2009, the Court determined that the Juniper Action should proceed as a class  
15 action on behalf of the following Class:

16 All persons and entities who purchased or otherwise acquired the  
17 publicly traded securities of Juniper Networks, Inc. from July 11,  
18 2003 through August 10, 2006, inclusive, and who did not sell such  
19 acquired securities before May 18, 2006, and were damaged,  
20 including (a) those who received or acquired Juniper common stock  
21 issued pursuant to a registration statement on SEC Form S-4, dated  
22 March 10, 2004, for the Company's merger with NetScreen  
23 Technologies Inc.; and (b) purchasers of Zero Coupon Convertible  
24 Senior Notes due June 15, 2008 issued pursuant to a registration  
25 statement on SEC Form S-3, dated November 20, 2003. Excluded  
26 from the Class are the Defendants and the current and former  
27 officers and directors of the Company, their immediate families,  
28 their heirs, successors, or assigns and any entity controlled by any  
such person.

On September 2, 2009, the Defendants in the Juniper Action filed a motion for judgment on the  
pleadings which effectively sought a ruling that certain drops in Juniper's stock price in May  
2006 could not be included in Lead Plaintiff's calculation of damages. On October 9 and October  
16, 2009, respectively, Lead Plaintiff filed its Opposition to the motion and Defendants filed their  
Reply. The parties subsequently adjourned the hearing date on the motion for judgment on the  
pleadings in light of settlement negotiations. On February 16, 2010, the Defendants stipulated to  
withdraw this motion in light of the impending Settlement.

The Defendants deny Lead Plaintiff's allegations. The Defendants assert, among other things,  
that they did not violate any federal securities laws and that Juniper's investors were not  
damaged.

The proposed settlement would resolve all claims against the Defendants in both the Juniper  
Action and the Berry Action.

### **3. What is a class action?**

In a class action, the Lead Plaintiff sues on behalf of numerous persons who have similar claims.  
The Lead Plaintiff acts as the representative of the class of similarly situated persons. All persons  
with similar claims constitute a Class, and each one is a Class member. The Court will resolve  
the claims of all Class Members, except for those who properly exclude themselves from the

1 Class.

2 **4. Why is there a Settlement?**

3 The proposed Settlement is the result of arm's-length negotiations, including a two-day mediation  
4 in February 2009 under the auspices of a retired Federal judge. The Settlement allows Lead  
5 Plaintiff and the Class to avoid the possibility that one or more of their claims would be rejected  
6 by the Court or the jury, and also avoids the risks and costs of a trial and possible appeals. Class  
7 Members who lost money will get some compensation.

8 Lead Counsel has investigated and litigated the claims since September 2006. At the time the  
9 Settlement was reached, Lead Counsel also had the benefit of a substantial amount of fact  
10 discovery provided by Defendants as well as Ernst & Young. Lead Counsel has reviewed more  
11 than 2.5 million pages of documents and deposed 28 fact witnesses. Lead Counsel also deposed  
12 Juniper's financial expert. Lead Counsel retained experienced industry and financial experts to  
13 assist them in assessing the strengths and weaknesses of their claims and potential recoverable  
14 damages.

15 At the time the Settlement was reached, the Defendants had filed a motion which, if granted could  
16 have substantially reduced the amount of damages Lead Plaintiff could recover at trial. In  
17 addition, if Lead Plaintiff proceeded to trial, it faced the risk that the Defendants would prevail on  
18 the defenses they asserted and that Lead Plaintiff would not win on any of the claims. Even if  
19 Lead Plaintiff had won at trial, it may not get any more money than the \$169 million that Juniper  
20 agreed to pay in the Settlement, and the Defendants would also be able to challenge the judgment  
21 through appeals.

22 As a result, and based upon their factual investigation, discovery conducted to date, consultation  
23 with experts and evaluation of the claims of the Class Members and defenses that Defendants  
24 asserted, Lead Plaintiff and Lead Counsel believe that the Settlement is fair, reasonable and  
25 adequate, and in the best interests of the Class. The Settlement provides an immediate and certain  
26 recovery without incurring any additional risk. By settling, Lead Plaintiff and the Class avoid the  
27 cost, uncertainty, and delay of continued litigation.

28 The Defendants believe the Settlement is fair because it allows the Defendants to avoid the cost  
and distraction of continued litigation and the risk of losing at trial or on appeal.

**WHO IS INCLUDED IN THE SETTLEMENT**

**5. How do I know if I am a Class Member?**

Everyone who fits the following description is a Class Member:

All persons and entities who purchased or otherwise acquired the publicly traded securities of Juniper Networks, Inc. from July 11, 2003 through August 10, 2006, inclusive, and who did not sell such acquired securities before May 18, 2006, and were damaged, including (a) those who received or acquired Juniper common stock issued pursuant to a registration statement on SEC Form S-4, dated March 10, 2004, for the Company's merger with NetScreen Technologies, Inc.; and (b) purchasers of Zero Coupon Convertible Senior Notes due June 15, 2008 issued pursuant to a registration

1 statement on SEC Form S-3, dated November 20, 2003. Excluded  
2 from the Class are the Defendants and the current and former  
3 officers and directors of the Company, their immediate families,  
4 their heirs, successors or assigns; and any entity controlled by any  
5 such person.

6 “Person” means an individual, corporation, partnership, limited partnership, association, joint  
7 stock company, estate, legal representative, trust, unincorporated organization, and any other type  
8 of legal entity, and their respective executors, administrators, representatives, agents, attorneys,  
9 heirs, successors, and/or assigns.

10 **6. Are there any exceptions to being included as a Class Member?**

11 Yes. As mentioned in the description above, you are **not** a Class Member if **any** of the following  
12 applies to you:

- 13 • You do not meet the definition of the Class above.
- 14 • You exclude yourself from the Class.
- 15 • You are a Defendant.
- 16 • You are an officer and/or director of Juniper.
- 17 • You are a member of the immediate family or an heir, successor or assign  
18 of the foregoing.
- 19 • Sold all your Juniper securities prior to May 18, 2006.
- 20 • You are a firm, trust, corporation, or other entity in which any Defendants  
21 have a controlling interest.

22 **7. I’m still not sure whether I’m included.**

23 If you are still not sure whether you are included, you can ask for free help. You can contact the  
24 Claims Administrator at [insert contact information] or you can fill out the claim form  
25 described in question 10, to see if you qualify. You can also contact Lead Counsel, Lowey  
26 Dannenberg Cohen & Hart, P.C., at One North Broadway, Suite 509, White Plains, New York  
27 10601-2310, telephone: 914-997-0500; e-mail: [bhart@lowey.com](mailto:bhart@lowey.com) or [dharrison@lowey.com](mailto:dharrison@lowey.com).

28 **THE SETTLEMENT BENEFITS**

**8. What does the Settlement provide?**

Juniper paid \$169.0 million into an escrow account that is earning interest for the benefit of the Class. The balance of this fund, after payment of Court-approved attorneys’ fees and expenses, taxes, and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing newspaper notice, will be divided among all Class Members who submit valid claim forms (also called Authorized Claimants). The amount of money you will receive depends on a number of factors, including the total number of other Class Members who submit valid Proofs of Claim. This is discussed further in the next question below.

1 **9. How much will my payment be?**

2 The Settlement Fund of \$169 million, plus interest earned, minus the costs and expenses  
3 described in question 8 above, will be distributed on a pro rata basis to Authorized Claimants. If  
4 you are entitled to a payment, you will receive your pro rata share. The amount of your share of  
5 the Settlement Fund will depend on the number of valid and timely claim forms that Class  
6 Members send in, how many shares of Juniper stock or Notes you bought or acquired in the  
7 NetScreen merger, and when you bought and sold these securities. You should look at the Plan of  
8 Allocation section of this notice that appears on pages 16 to 19 below for a description of the  
9 calculations to be made in computing the Recognized Loss of the Authorized Claimants, that is,  
10 those investors who submit valid and timely Proof of Claim and Release forms establishing that  
11 they are Class Members.

12 Depending on the number of Authorized Claimants, and the number of eligible securities  
13 purchased by Authorized Claimants and when those securities were purchased and sold, the  
14 average distribution is estimated to be \$0.383 per damaged share and \$3.75 per \$1,000 face value  
15 of damaged Notes before deduction of the costs and Court-approved payments described under  
16 question 8 above.

17 Lead Counsel, without further notice to the Class, will apply to the Court for payment of the  
18 Claims Administrator's fees and expenses incurred in sending this Notice, administering the  
19 Settlement and distributing the Settlement proceeds to the Authorized Claimants. These fees and  
20 expenses will be paid from the Settlement Fund and will reduce the amount available for  
21 distribution to Authorized Claimants. The same will be true of Court-awarded attorneys' fees and  
22 expenses to Lead Counsel. Lead Counsel's request for attorneys' fees and costs is discussed  
23 further at question 17 below.

24 **10. How can I get a payment?**

25 To qualify for payment, you must timely send in a Proof of Claim and Release form that is  
26 received by the Claims Administrator. A Proof of Claim and Release form is attached to this  
27 Notice. Read the instructions carefully, fill out the form, include all the documents the form asks  
28 for, sign it, and mail it postmarked no later than **September 10, 2010**. Unless the Court orders  
otherwise, if you do not timely submit a Proof of Claim, you will be barred from receiving any  
payments from the Net Settlement Fund, but will in all other respects be bound by the Final  
Judgment in the case.

29 **11. When will I receive my payment?**

30 The Court will hold a hearing on August 30, 2010, to decide whether to approve the Settlement  
31 (as discussed below on pages 13 to 14). If the Court approves the Settlement, there may be  
32 appeals. If there are any appeals, it is uncertain when these appeals will be resolved, and  
33 resolving them can take time, typically more than a year. The Claims Administrator will also  
34 need time to process the submitted claims before any distribution can be made to Authorized  
35 Claimants. The claim administration process is complicated and will take many months, even  
36 when there is no delay due to an appeal. Please be patient.

1 **12. What am I giving up to get a payment and stay in the Class?**

2 Unless you exclude yourself, you are a member of the Class. That means that you will give up  
3 and release any claims you might have against the Defendants relating to any of the claims  
4 brought by Lead Plaintiff in these Actions, as described more fully below. It also means that all  
5 of the Court's orders will apply to you and legally bind you. This will be true even if you do not  
6 submit or sign a Proof of Claim and Release form, unless you exclude yourself from the Class.

7 If the proposed Settlement is approved, the Court will enter a Final Judgment and Order of  
8 Dismissal with Prejudice. The Judgment will dismiss the Released Claims with prejudice as to all  
9 Released Persons. The Judgment will provide that all Class Members shall be deemed to have  
10 released and forever discharged all Released Claims against all Released Persons and that the  
11 Released Persons shall be deemed to have released and discharged all Class Members and  
12 counsel to the Lead Plaintiff from all claims arising out of the prosecution and settlement of the  
13 Actions or the Released Claims. Lead Plaintiff's claim will continue against Ernst & Young,  
14 which is not a party to the Settlement.

15 "Released Claims" means any and all rights, demands, claims (including "Unknown Claims" as  
16 defined below) and causes of action of every nature and description, in law or equity, whether  
17 arising under federal, state, local, statutory or common law, foreign law, or other law, or other  
18 law, rule or regulation, whether fixed or contingent, liquidated or unliquidated, matured or un-  
19 matured, accrued or unaccrued and whether known or unknown that Lead Plaintiff or any  
20 member of the Class asserted, or could have asserted in the Actions or in any other action or  
21 forum against the Released Persons arising out of, relating to, directly or indirectly, or in  
22 connection with the purchase, or purchase and sale, or acquisition of Juniper securities during the  
23 Class Period, and the facts, matters, allegations, transactions, events, disclosures, statements, acts  
24 or omissions which were alleged or could have been alleged in the Actions. For the avoidance of  
25 doubt, "Settled Class Claims" or "Released Claims" shall not include those Unreleased and  
26 Assigned Claims as defined in the Stipulation of Settlement dated August 11, 2008 in *In re*  
27 *Juniper Derivative Action*, No. 5:06-cv-03396-JW (N.D. Cal.) and *In re Juniper Networks, Inc.*  
28 *Derivative Litigation*, Lead Case No. 1:06CV064294 (Superior Court of California, Santa Clara  
County), which was approved by court orders in both of those cases. Nothing herein is intended  
to release any claims against Ernst & Young LLP.

19 "Released Persons" means each and all of the Defendants and each of their Related Parties.

20 "Related Parties" means each of a Defendant's past or present family members, heirs, executors,  
21 administrators, subsidiaries, parents, successors and predecessors, officers, directors, shareholders  
22 (excepting Class Members), partners, agents, employees, attorneys, insurers and any person, firm,  
23 trust, corporation, officer, director, or other individual or entity in which any Defendant has a  
24 controlling interest or which is related to or affiliated with any of the Defendants, and the legal  
25 representatives, heirs, successors in interest, or assigns of the Defendants.

26 "Unknown Claims" means a all claims, demands, liabilities, and causes of action of every nature  
27 and description which the Lead Plaintiff or any Class Member does not know or suspect to exist  
28 in his, her or its favor at the time of the release of the Released Persons which, if known by him,  
her or it, might have affected his, her or its settlement with and release of the Released Persons, or  
might have affected his, her or its decision not to object to or to seek exclusion from this  
Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree  
that, upon the Effective Date, the Lead Plaintiff shall expressly waive, and each of the Class  
Members shall be deemed to have and by operation of the Judgment shall have expressly waived,  
the provisions, rights and benefits conferred by any law of any state or territory of the United  
States, or principle of common law, which is similar, comparable or equivalent to California Civil  
Code § 1542, which provides:

1 A general release does not extend to claims which the creditor does  
2 not know or suspect to exist in his or her favor at the time of  
3 executing the release, which if known by him or her must have  
4 materially affected his or her settlement with the debtor.

5 The Lead Plaintiff and Class Members may hereafter discover facts in addition to or different  
6 from those which he, she or it now knows or believes to be true with respect to the subject matter  
7 of the Released Claims, but each Lead Plaintiff shall expressly and each Class Member, upon the  
8 Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully,  
9 finally, and forever settled and released any and all Released Claims, known or unknown,  
10 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,  
11 which now exist, or heretofore have existed, upon any theory of law or equity now existing or  
12 coming into existence in the future, including, but not limited to, conduct which is negligent,  
13 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the  
14 subsequent discovery or existence of such different or additional facts. The Lead Plaintiff  
15 acknowledges, and the Class Members shall be deemed by operation of the Judgment to have  
16 acknowledged, that the foregoing waiver was separately bargained for and a key element of the  
17 settlement of which this release is a part.

## 18 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

19 If you do not want to be bound by the Judgment or recover money from the Settlement Fund, and  
20 instead want to keep any claims you may have and any right you may have to sue the Defendants  
21 on your own about the legal issues in this case, then you must take steps to get out. This is called  
22 excluding yourself from – or opting out of – the Class.

### 23 **13. How do I exclude myself from the Settlement?**

24 If you do not wish to be included in the Class and you do not wish to participate in the proposed  
25 Settlement described in this Notice, you may request to be excluded. To do so, you must submit a  
26 written request for exclusion that must be received on or before August 9, 2010 and must:  
27 (a) state the name, address, and telephone number of the Person(s) requesting exclusion;  
28 (b) identify the Person's purchases (or acquisitions) and sales of publicly traded Juniper securities  
made during the Class Period, including the dates of purchase, acquisition or sale, prices paid or  
received, and the number of publicly traded securities purchased, acquired and/or sold; (c) include  
the Person's signature; and (d) state that the Person wishes to be excluded from the Class. No  
request will be considered valid unless all of the information described above is included in the  
request. The request must be addressed as follows:

Juniper Securities Litigation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29 You cannot exclude yourself by phone or by e-mail.

30 **If you ask to be excluded from the Class, you will not get any settlement payment or share**  
31 **in any future recovery from Ernst & Young.** If you exclude yourself, you will not be legally  
32 bound by anything that happens in these Actions. You might be able to sue (or continue to sue)  
33 Juniper and the other Defendants in the future about the claims in these Actions, but your claims  
34 may not be timely, valid, or you may not prevail on the merits.

1 **14. If I don't exclude myself, can I sue the Defendants for the same things later?**

2 No. Unless you exclude yourself, you give up any right to sue any of the Defendants about the  
3 claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that  
4 case immediately. You must exclude yourself from *this* Class to continue or file any lawsuit  
5 alleging the same claims as are alleged herein. Remember, the exclusion deadline is **August 9,  
6 2010**. See also *Question No. 12*: "What am I giving up to get a payment or stay in the Class?"

7 **15. If I exclude myself, can I get money from this Settlement?**

8 **NO.** If you exclude yourself, you will not be entitled to receive any money from the Settlement  
9 Fund or any future recovery from Ernst & Young. If you exclude yourself, do not send in a Proof  
10 of Claim and Release form to ask for any money.

11 **THE LAWYERS REPRESENTING YOU**

12 **16. Do I have a lawyer in this case?**

13 The Court appointed the law firm of Lowey Dannenberg Cohen & Hart, P.C. to represent you and  
14 the other Class Members. This law firm is called Lead Counsel. You will not be individually  
15 charged for these lawyers. If you want to be represented by your own lawyer, you may hire one  
16 at your own expense.

17 You can send any questions to Lead Counsel at Lowey Dannenberg Cohen & Hart, P.C., One  
18 North Broadway, Suite 509, White Plains, NY 10601-2310 (telephone: 914-997-0500; e-mail:  
19 [bhart@lowey.com](mailto:bhart@lowey.com) or [dharrison@lowey.com](mailto:dharrison@lowey.com)), or to the Claims Administrator at In re Juniper  
20 Securities Litigation, \_\_\_\_\_.

21 **17. How will the lawyers be paid?**

22 Lead Counsel will apply to the Court for attorneys' fees of less than \$9 million and for  
23 reimbursement of their out-of-pocket expenses not to exceed \$865,000. These payments, if  
24 approved, will reduce the amount to be divided among all Authorized Claimants by  
25 approximately \$0.022 per damaged security. *Such sums as may be approved by the Court will be  
26 paid from the Settlement Fund.* Class Members are not personally liable for any such fees or  
27 expenses.

28 The attorneys' fees and expenses requested will be the only payment to Lead Counsel for their  
efforts in achieving this Settlement and for their risk in undertaking this representation on a  
wholly contingent basis. To date, Lead Counsel have not been paid anything for their services for  
conducting this litigation on behalf of the Lead Plaintiff and the Class nor for their substantial  
out-of-pocket expenses. The fee requested was negotiated with Lead Plaintiff in connection with  
Lead Counsel's retention. The fee request amounts to 5.3% of the Settlement Fund, which is well  
within the range of fees often awarded to class counsel under similar circumstances in other cases  
of this type, given the substantial risks undertaken by counsel of no payment. The fee request is

1 less than the amount of Lead Counsel's time charges in the Actions. The Court may, however,  
2 award less than this amount in its discretion.

## 3 THE COURT'S FAIRNESS HEARING

### 4 **18. When and where will the Court decide whether to approve the Settlement?**

5  
6 The Court will hold a Fairness Hearing at 9:00 a.m. on August 30, 2010 before the Honorable  
7 James Ware, United States District Judge, at the United States District Court for the Northern  
8 District of California, United States Courthouse – 4<sup>th</sup> Floor, Courtroom 8, 280 South 1st Street,  
9 San Jose, California, 95113. At this hearing the Court will consider whether the Settlement, the  
10 Plan of Allocation, and the Application for Attorneys' Fees and Reimbursement of Expenses are  
11 fair, reasonable, and adequate. If there are objections, the Court will hear them. The Court will  
12 listen to people who have made a written request to speak at the hearing.

13  
14 The Court may reschedule the Fairness Hearing at any time, so if you plan to attend or participate,  
15 you should check with the Clerk of the Court to know whether there have been any changes of the  
16 place, date and time for the hearing. You can also check the Court's calendar on the internet by  
17 selecting Judge James Ware from the list of judges at [www.cand.uscourts.gov](http://www.cand.uscourts.gov).

### 18 **19. Do I have to come to the Fairness Hearing?**

19  
20 No. Lead Counsel will answer questions the Judge may have. But you are welcome to come at  
21 your own expense, and the Court will give you the opportunity to be heard. If you send a written  
22 objection, the Court will consider it. You don't have to come to Court to talk about it. You may  
23 also pay your own lawyer to attend, but it's not necessary. Information about sending a written  
24 objection is provided below.

## 25 OBJECTING TO THE SETTLEMENT

### 26 **20. How do I tell the Court that I do not like the Settlement?**

27  
28 If you are a Class Member and do not exclude yourself, you can object to the Settlement at the  
Fairness Hearing if you do not like any part of it, including the terms and conditions of the  
Settlement, the Judgment to be entered approving the Settlement, the Plan of Allocation, or the  
attorneys' fees and expenses to be awarded to Lead Counsel. You can object in one of two ways:  
either send a written objection or attend the Fairness Hearing to object in person. You do not  
have to do both.

All written objections must be sent no later than August 9, 2010, to the Court and counsel at the  
addresses listed below. The written objection is a statement saying that you object to the  
Settlement in *In re Juniper Networks, Inc. Securities Litigation*, No. C 06-04327-JW (PVT) and  
*New York City Employees' Retirement System et al., v. Lisa C. Berry*, No. C 08-0246-JW (PVT).  
The objection should include (a) the full name, address and telephone number of the objecting  
Class Member, (b) the number of securities the Class Member purchased or sold from July 11,  
2003 through August 10, 2006 and/or acquired in the NetScreen Merger; (c) the reasons for the



1 objection, signed by the Objecting Class Member of its counsel, and (d) advise the Court if the  
2 objecting Class Member intends to appear at the Fairness Hearing. If the objecting Class Member  
3 intends to appear at the Fairness Hearing through counsel, the objection should also state the  
4 identity of all attorneys who will appear at the Fairness Hearing.

5 Please send your objections to the Settlement to the following:

6 Court:

7 Clerk of the Court  
8 United States District Court  
9 Northern District of California  
10 280 South 1<sup>st</sup> Street  
11 San Jose, CA 95113

12 Lead Counsel for Lead Plaintiff and the Class:

13 Barbara J. Hart  
14 David C. Harrison  
15 Lowey Dannenberg Cohen & Hart, P.C.  
16 David C. Harrison  
17 One North Broadway, Suite 509  
18 White Plains, NY 10601

19 Counsel for Juniper Defendants:

20 Nina F. Locker  
21 Steven Guggenheim  
22 Wilson Sonsini Goodrich & Rosati, P.C.  
23 650 Page Mill Road  
24 Palo Alto, CA 94304

25 Counsel for Lisa C. Berry:

26 Melinda Haag  
27 James Kramer  
28 Nancy E. Harris  
Orrick, Herrington & Sutcliffe LLP  
405 Howard Street  
San Francisco, CA 94105-2669

29 Even if you do not send a written objection on time, you can attend the Fairness Hearing  
30 described in question 18 above and talk to the judge about your objection.

31 If you do not send a written objection on time or attend the Fairness Hearing, you **cannot** object  
32 to the Settlement later. Any objections you might have will be waived.

33 **21. What's the difference between objecting and excluding?**

34 Objecting is simply telling the Court that you don't like something about the Settlement, the Plan  
35 of Allocation, or the Application for Attorneys' Fees and Reimbursement of Expenses.  
36 Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude  
37 yourself, you have no basis to object because the Settlement no longer affects you.  
38

1 **IF YOU DO NOTHING**

2 **22. What happens if I do nothing at all?**

3 If you do nothing, you will not receive any money from this Settlement, **but the judgment of the**  
4 **Court will still be binding upon you.** You **must file a Proof of Claim** and Release form to be  
5 eligible to receive anything from the Settlement. Also, unless you exclude yourself, you will be  
6 bound by the judgment and will have released the Released Claims against the Released Persons  
7 even if you do not file a Proof of Claim. This means you won't be able to start a lawsuit,  
8 continue with a lawsuit, or be part of any other lawsuit against the Defendants relating to the  
9 Released Claims.

8 **OBTAINING MORE INFORMATION**

9 **23. Are there more details about the Settlement?**

10 This Notice summarizes the most important aspects of the proposed Settlement, but it is not a  
11 complete description of the Settlement. You can get a copy of the Stipulation of Settlement by  
12 writing to Barbara J. Hart or David Harrison, Lowey Dannenberg Cohen & Hart, P.C., 1 North  
13 Broadway, Suite 509, White Plains, NY 10601-2310, tel.: (914) 997-0500, e-mail:  
14 bhart@lowey.com or dharrison@lowey.com.

15 You can also call the Claims Administrator toll-free at **[insert number]**, or contact it by mail or  
16 through its website at the address listed below in item no. 25 to find answers to common  
17 questions about the Settlement and obtain information about the status of the Settlement approval  
18 process.

19 You can also review a copy of the entire Stipulation of Settlement and other documents filed in  
20 the Actions during normal business hours at the office of the Clerk of the Court, United States  
21 Courthouse, Northern District of California, 280 South 1<sup>st</sup> Street, San Jose, CA 95113 (refer to  
22 case Nos. 06-04327 and 08-0246).

20 **PLEASE DO NOT CALL THE COURT OR THE**  
21 **CLERK'S OFFICE ABOUT THIS SETTLEMENT.**

22 **SPECIAL NOTICE TO NOMINEES**

23 **24. Special Notice to Banks, Trustees, Brokerage Firms or Other Nominees**

24 If you hold publicly traded Juniper securities during the Class Period as nominee for a beneficial  
25 owner, the Court has directed that within ten (10) days after you receive this Notice, you must  
26 either: (1) send a copy of this Notice and the Proof of Claim by first class mail to all such  
27 Persons; or (2) provide a list of the names and addresses of such Persons to the Claims  
28 Administrator:

Juniper Securities Litigation

1 c/o \_\_\_\_\_

2 \_\_\_\_\_

3 E-Mail: [info@Junipersecuritiessettlement.com](mailto:info@Junipersecuritiessettlement.com).

4 If you choose to mail the Notice and Proof of Claim and Release form yourself, you may obtain  
5 from the Claims Administrator (without cost to you) as many additional copies of these  
6 documents as you will need to complete the mailing. Regardless of whether you choose to  
7 complete the mailing yourself or elect to have the mailing performed for you, you may obtain  
8 reimbursement for reasonable out-of-pocket expenses actually incurred in connection with  
9 forwarding the Notice and Proof of Claim and which would not have been incurred but for the  
10 obligation to forward the Notice and Proof of Claim, upon submission of appropriate  
11 documentation to the Claims Administrator (subject to further order of the Court with respect to  
12 any dispute concerning such reimbursement).

## 10 UNDERSTANDING YOUR PAYMENT – THE PLAN OF ALLOCATION

11 Please note that the approval of the Settlement is separate from and not conditioned on the  
12 Court’s approval of the Plan of Allocation.

13 The \$169,000,000 Settlement Fund, less all taxes, approved costs, fees, and expenses (the  
14 “Net Class Settlement Fund”), shall be distributed to Class Members (or the representative of  
15 such Class Members, including, without limitation, agents, administrators, executors, heirs,  
16 predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b) and assigns) who  
17 submit a Proof of Claim in such form and manner, and within such time, as the Court shall  
18 prescribe that are allowed by the Court (“Authorized Claimants”).

19 The following proposed Plan of Allocation reflects the contention of the Class that  
20 because of Defendants’ misstatements and improper accounting for Juniper’s stock options and  
21 financial condition, the prices of Juniper stock and Notes were inflated artificially during the  
22 Class Period (July 11, 2003 through August 10, 2006). Lead Plaintiff further contends that the  
23 decrease in the prices of publicly traded Juniper securities resulted from disclosures of facts  
24 exposing Defendants’ prior misstatements and omissions.

25 The Court has not made any finding that the Defendants are liable to the Class or that the  
26 Class has suffered any compensable damages, nor has the Court made any finding as to the  
27 measure of damages.

28 The Claims Administrator shall determine each Authorized Claimant’s *pro rata* share of  
the Net Class Settlement Fund based upon each Authorized Claimant’s “Recognized Claim” from  
transactions on publicly traded Juniper securities during the entire Class Period. **The Recognized  
Claim formulas set forth below are not intended to be an estimate of the amount that a  
Class Member might have been able to recover after a trial; nor is the Recognized Claim an  
estimate of the amount that will be paid to Authorized Claimants pursuant to the  
Settlement.** The Recognized Claim formulas are the basis upon which the Net Class Settlement  
Fund will be proportionately allocated to the Authorized Claimants.

An Authorized Claimant’s total “Recognized Claim” shall constitute the sum of such  
claimant’s “Recognized Claims” for each class of Juniper stock set forth below:

### 1. Juniper Common Stock Purchases or Acquisitions

A. For shares of common stock purchased from July 11, 2003 through August 10,

1 2006:

- 2 1. For shares acquired in the NetScreen merger, the “purchase price” shall be  
3 \$25.17, Juniper’s closing price on April 16, 2004, the date the merger was  
4 completed.
- 5 2. For shares held at the end of trading on November 8, 2006, the Recognized  
6 Loss shall be that number of shares multiplied by the lesser of:  
7 a. the applicable purchase date artificial inflation per share figure, as  
8 found in Table A below; or  
9 b. the difference between the purchase price per share and \$16.01.<sup>2</sup>
- 10 3. For shares sold between May 18, 2006 and August 10, 2006,<sup>3</sup> the  
11 Recognized Loss shall be that number of shares multiplied by the lesser of:  
12 a. the applicable purchase artificial inflation per share figure less the  
13 applicable sales date artificial inflation per share figure, as found in  
14 Table A; or  
15 b. the difference between the purchase price per share and the sales  
16 price; or  
17 c. the difference between the purchase price per share and \$16.01.<sup>4</sup>
- 18 4. For shares sold between August 11, 2006 and November 8, 2006, the  
19 Recognized Loss shall be the lesser of:  
20 a. the applicable purchase date artificial inflation per share figure, as  
21 found in Table A; or  
22 b. the difference between the purchase price per share and the average  
23 sales price per share; or  
24 c. the difference between the purchase price per share and the average  
25 closing price of Juniper common stock between August 11, 2006

26 \_\_\_\_\_  
27 <sup>2</sup> Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, “in any  
28 private action arising under this title in which the plaintiff seeks to establish damages by reference  
to the market price of a security, the award of damages to the plaintiff shall not exceed the  
difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for  
the subject security and the mean trading price of that security during the 90-day period beginning  
on the date on which the information correcting the misstatement or omission that is the basis for  
the action is disseminated.” \$16.01 was the mean closing price of Juniper common stock during  
the 90-day period beginning on August 11, 2006 and ending on November 8, 2006. This  
provision does not apply to shares acquired in the NetScreen merger, which shares are subject to  
claims under Section 11 of the Securities Act of 1933.

<sup>3</sup> Pursuant to the Court’s order granting class certification, loss causation cannot be shown for  
Juniper shares purchased and sold *prior* to May 18, 2006, because May 18 was the first date that  
questions about Juniper’s stock option practices were publicly disclosed. As a result, no  
Recognized Loss will be attributed to Juniper shares sold prior to May 18, 2006.

<sup>4</sup> This provision does not apply to shares acquired in the NetScreen merger.

1 and the date of sale.<sup>5</sup>

2 **Table A**

3 <u>Purchase or Sale Date Range</u>	4 <u>Estimated Inflation per Share</u>
5 07-11-2003 – 05-17-2006	\$3.02
6 05-18-2006	\$2.37
7 05-19-2006 – 08-09-2006	\$1.19
8 08-10-2006	\$0.62

9 **II. Juniper Zero Coupon Convertible Senior Notes Purchases**

10 For Notes purchased between November 20, 2003 (the date the Notes were registered with the SEC) and May 17, 2006 and still held at the close of trading on May 17, 2006,<sup>6</sup> and Notes purchased between May 18, 2006 and August 10, 2006, the Recognized Loss shall be:

11 (a) if sold between May 18, 2006 and August 10, 2006, the lesser of (i) \$25 per \$1,000 principal amount of Notes; or (ii) the difference between the purchase price per Note and the sale price per Note; or

12 (b) if held at the close of trading on August 10, 2006, the lesser of (i) \$25 per \$1,000 principal amount of Notes; or (ii) if sold after August 10, 2006, the difference between the purchase price per Note and the sale price per Note; (iii) if converted to Juniper common stock after August 10, 2006, the difference between the purchase price per Note and: (a) the price of Juniper common stock on the date of conversion multiplied by (b) the conversion rate of 49.6512 shares per each \$1,000 principal amount of Notes; or (iv) if held to maturity, the difference between the purchase price per Note and \$1,000.00.

13 **III. Other Instructions and Guidelines Applicable to All Recognized Claims and Classes of Juniper Stock and Notes**

14 For Class Members who held publicly traded Juniper securities before the Class Period or made multiple purchases or sales during the Class Period, the first-in, first-out (“FIFO”) method will be applied to such holdings, purchases and sales for purposes of calculating a Recognized Claim. Under the FIFO method, for each Juniper security, each sale of that Juniper security during the Class Period will be matched, in chronological order, first against that Juniper Security held at the beginning of the Class Period. Such holdings and sales will be included in the calculation of Recognized Claim as described above. For each security, the remaining sales of such security during the Class Period will then be matched, in chronological order, against

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22 <sup>5</sup> Pursuant to Section 21(D)(e)(2) of the Private Securities Litigation Reform Act of 1995, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-day period described in paragraph (1), the plaintiff’s damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sells or repurchases the security.” This provision does not apply to shares acquired in the NetScreen merger.

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28 <sup>6</sup> Pursuant to the Court’s order granting class certification, loss causation cannot be shown for Juniper Notes purchased and sold *prior* to May 18, 2006, because May 18 was the first date that questions about Juniper’s stock option practices were publicly disclosed. As a result, no Recognized Loss will be attributed to Juniper Notes sold prior to May 18, 2006.

1 purchases of such Juniper securities during the Class Period.

2 A purchase or sale of Juniper securities shall be deemed to have occurred on the  
3 “contract” or “trade” date as opposed to the “settlement” or “payment” date.

4 The price per share paid or received should exclude all commissions, taxes and fees.

5 The following restrictions on computing Recognized Losses apply to all claims:

- 6 ● “Short sales” will not be recognized for any amount of loss on the cover or  
7 purchase transaction, and no Recognized Loss will be computed for any such  
8 covering purchase transaction.
- 9 ● No Recognized Loss will be computed for any transactions in Juniper common  
10 stock engaged in by market makers.
- 11 ● No Recognized Loss will be computed for Juniper common stock or Notes sold  
12 prior to May 18, 2006.
- 13 ● To the extent a Claimant had a gain from his, her, or its overall transactions in  
14 Juniper securities during the Class Period, the value of the Recognized Loss will  
15 be zero.
- 16 ● To the extent a Claimant suffered an overall loss on his, her, or its overall  
17 transactions in Juniper securities during the Class Period, but that loss was less  
18 than the Recognized Loss calculated above, then the Recognized Loss shall be  
19 limited to the amount of the actual loss.

20 The receipt or grant by gift, devise or operation of law of Juniper securities during the  
21 Class Period shall not be deemed a purchase, acquisition, disposition or sale of Juniper securities  
22 for the calculation of an Authorized Claimant’s Recognized Claim, nor shall it be deemed an  
23 assignment of any claim relating to the purchase of such securities unless specifically provided in  
24 the instrument of gift or assignment.

25 Each Authorized Claimant shall be allocated a *pro rata* share of the Net Class Settlement  
26 Fund based on his, her or its Recognized Claim compared to the Total Recognized Claims of all  
27 Authorized Claimants. Each Authorized Claimant shall be paid an amount determined by  
28 multiplying the Net Class Settlement Fund by a fraction the numerator of which shall be his, her  
or its “Recognized Claim” and the denominator of which shall be the Total Recognized Claims of  
all Authorized Claimants.

The total recovery payable to Authorized Claimants from purchases of the Notes shall not  
exceed one percent (1%) of the Net Class Settlement Fund.

Class Members who do not file acceptable Proofs of Claim will not share in the Net Class  
Settlement Fund. Class Members who do not submit an acceptable Proof of Claim will  
nevertheless be bound by the Stipulation of Settlement and Final Judgment of the court  
dismissing these Actions.

Bank drafts will be distributed to Authorized Claimants after the Effective Date of the  
Settlement and after all claims have been processed. To the extent that any monies remain in the  
Class Notice and Administration Account or the Settlement Fund Escrow Account after the  
Administrator has caused distributions to be made to all Authorized Claimants, whether by reason  
of un-cashed distributions or otherwise, then, after the Administrator has made reasonable and  
diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in

1 the Class Notice and Administration Account or the Settlement Fund Escrow Account one (1)  
2 year after the initial distribution of such funds shall be redistributed to Authorized Claimants who  
3 have cashed their initial distributions and who would receive at least \$10.00 from such  
4 redistribution, after payment of any unpaid costs or fees incurred in administering the Class  
5 Notice and Administration Account or the Settlement Fund Escrow Account for such re-  
6 distribution. If six months after such redistribution, funds remain in the Class Notice and  
7 Administration Account or the Settlement Fund Escrow Account, then such funds shall be further  
8 redistributed to Authorized Claimants who have cashed their most recent redistribution and who  
9 would receive at least \$10.00 from such further redistribution, after payment of any unpaid costs  
10 or fees incurred in administering the Class Notice and Administration Account or the Settlement  
11 Fund Escrow Account for such redistribution. The redistributions shall continue until it becomes  
12 economically unfeasible to continue redistributions based upon the costs associated with such  
13 redistributions, after which Lead Plaintiff's Counsel shall file a motion seeking an order to donate  
14 the remaining funds to an appropriate 501(c)(3) charitable organization selected by Lead Plaintiff  
15 through its counsel and agreed to by Defendants.

9 No Authorized Claimant will have any claim against Lead Plaintiff, Lead Plaintiff's Lead  
10 Counsel or the Claims Administrator, or any other agent designated by Lead Plaintiff's Lead  
11 Counsel based on the distributions made substantially in accordance with the Stipulation, the Plan  
12 of Allocation or further orders of the Court.

11 No distributions or redistributions shall be made to any Authorized Claimant who would  
12 receive \$10.00 or less based on the initial allocation of the Net Class Settlement Fund.

13 The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class  
14 Member on equitable grounds.

15 Date: \_\_\_\_\_

16 THE HONORABLE JAMES J. WARE  
17 Judge, United States District Court for  
18 the Northern District of California

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## **Exhibit A-2**



1 BARBARA HART (*pro hac vice*)  
2 DAVID C. HARRISON (*pro hac vice*)  
3 JEANNE D'ESPOSITO (*pro hac vice*)  
4 LOWEY DANNENBERG COHEN & HART, P.C.  
5 One North Broadway, Suite 509  
6 White Plains, NY 10601-2310  
7 Telephone: 914-997-0500  
8 Facsimile: 914-997-0035

9 *Lead Counsel for the New York City Pension Funds and the Class*

10 WILLEM F. JONCKHEER S.B.N. 178748  
11 DUSTIN L. SCHUBERT S.B.N. 254876  
12 SCHUBERT JONCKHEER KOLBE & KRALOWEC LLP  
13 Three Embarcadero Center, Suite 1650  
14 San Francisco, CA 94111  
15 Telephone: 415-788-4220  
16 Facsimile: 415-778-0160

17 *Local Counsel*

18 MICHAEL A. CARDOZO  
19 Corporation Counsel of the City of New York  
20 Carolyn Wolpert  
21 100 Church Street  
22 New York, NY 10007  
23 Telephone: 212-788-0748

24 *Attorneys for the New York City Pension Funds*

25 UNITED STATES DISTRICT COURT  
26 NORTHERN DISTRICT OF CALIFORNIA  
27 SAN JOSE DIVISION

28  
29  
30 IN RE JUNIPER NETWORKS, INC.  
31 SECURITIES LITIGATION

No. C06-04327-JW (PVT)

**PROOF OF CLAIM AND RELEASE**

32 THE NEW YORK CITY EMPLOYEES'  
33 RETIREMENT SYSTEM, et al.,

No. C08-0246-JW (PVT)

34 Lead Plaintiff,

**EXHIBIT A-2**

35 v.

36 LISA C. BERRY,

37 Defendant.

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Member of the Class based on your claims in the actions entitled  
3 *In re Juniper Networks, Inc. Securities Litigation*, Case No. C -06-04327 JW and the *New York*  
4 *City Employees' Retirement System v. Lisa C. Berry*, Case No. C 08-0246 JW (collectively the  
5 "Actions"), you must complete and, on page \_\_\_\_\_ hereof, sign this Proof of Claim and Release,  
6 and mail it as set forth in paragraph 3 below. If you fail to timely file a properly addressed (as set  
7 forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may  
8 be precluded from any recovery from the Settlement Fund created in connection with the  
9 proposed settlement of the Actions.

10 2. Submission of this Proof of Claim and Release, however, does not assure that you  
11 will share in the proceeds of settlement in the Actions.

12 3. **YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF**  
13 **CLAIM AND RELEASE POSTMARKED ON OR BEFORE SEPTEMBER 10, 2010,**  
14 **ADDRESSED AS FOLLOWS:**

15 *Juniper Networks, Inc. Securities Litigation*

16 [CITY, STATE, ZIP]

17 A. If you are NOT a Member of the Class (as defined in the "Notice of Class Action  
18 Certification, Proposed Partial Settlement, Motion for Attorneys' Fees and Expenses and Hearing  
19 Thereon") DO NOT submit a Proof of Claim and Release form.

20 4. If you are a Member of the Class, and you do not timely and validly request  
21 exclusion, you are bound by the terms of any judgment entered in the Actions, WHETHER OR  
22 NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

23 **II. DEFINITIONS**

24 Capitalized terms are defined in the Notice of Class Action Certification, Proposed Partial  
25 Settlement, Motion for Attorneys' Fees and Expenses and Hearing Thereon.

26 **III. CLAIMANT IDENTIFICATION**

27 1. If you purchased or acquired Juniper Networks, Inc. ("Juniper") publicly traded  
28 securities (*i.e.*, common stock or zero coupon convertible senior notes due June 15, 2008) (the

PROOF OF CLAIM AND RELEASE – CASE NOS. C06-04327-JW (PVT) AND C08-0246-JW  
(PVT)

1 “Notes”), and held the certificate(s) in your name, you are the beneficial purchaser as well as the  
2 record purchaser. If, however, the certificate(s) were registered in the name of a third party, such  
3 as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record  
4 purchaser.

5           2.       Use Part I of this form entitled “Claimant Identification” to identify each purchaser  
6 of record (“nominee”), if different from the beneficial purchaser of Juniper securities which form  
7 the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL**  
8 **PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH**  
9 **PURCHASER OR PURCHASERS, OF THE JUNIPER SECURITIES UPON WHICH THIS**  
10 **CLAIM IS BASED.**

11           3.       All joint purchasers must sign this Proof of Claim and Release form. Executors,  
12 administrators, guardians, conservators and trustees must complete and sign this claim on behalf  
13 of Persons represented by them and their authority must accompany this claim and their titles or  
14 capacities must be stated. The Social Security (or taxpayer identification) number and telephone  
15 number of the beneficial owner may be used in verifying the claim. Failure to provide the  
16 foregoing information could delay verification of your claim or result in rejection of the claim.

#### 17 **IV.   CLAIM FORM**

18           1.       Use Part II of this form entitled “Schedule of Transactions in Juniper Securities” to  
19 supply all required details of your transaction(s) in Juniper securities. If you need more space or  
20 additional schedules, attach separate sheets giving all of the required information in substantially  
21 the same form. Sign and print or type your name on each additional sheet.

22           2.       On the schedules, provide all of the requested information with respect to (a) **all** of  
23 your purchases or acquisitions and **all** of your sales of publicly traded Juniper securities which  
24 took place at any time from July 11, 2003 through August 10, 2006, inclusive (the “Class  
25 Period”); and (b) all shares of Juniper common stock you received following Juniper’s merger  
26 with NetScreen Technologies, Inc. (“NetScreen”), effective as of April 16, 2004. Failure to  
27 report all such transactions may result in the rejection of your claim.

1           3.       List each transaction in the Class Period separately and in chronological order, by  
2 trade date, beginning with the earliest. You must accurately provide the month, day and year of  
3 each transaction you list. You must also provide your beginning position prior to the open of  
4 trading on July 11, 2003, and your closing position as of August 10, 2006, and whether you still  
5 hold such position.

6           4.       The date of covering a “short sale” is deemed to be the date of purchase of Juniper  
7 securities. The date of a “short sale” is deemed to be the date of sale of Juniper securities.

8           5.       Broker confirmations or other documentation of your transactions in Juniper  
9 securities must be attached to your claim. Failure to provide this documentation could delay  
10 verification of your claim or result in rejection of your claim. Certain Claimants with a large  
11 number of transactions, such as institutional holders, may ask (or be asked) to submit claim  
12 information in an electronic format. The Claims Administrator will decide when electronic filing  
13 of information will be authorized. In these cases, all Claimants **must** still submit a manually  
14 signed paper Proof of Claim form. The Proof of Claim form must list all the data and  
15 transactions, whether or not they are also submitted electronically. Only electronic files  
16 authorized by the Claims Administrator will be considered properly submitted. The Claims  
17 Administrator will issue a written acknowledgement of receipt and acceptance of electronically  
18 submitted data to the Claimant.

19           6.       A purchase or sale of Juniper common stock shall be deemed to have occurred on  
20 the “contract” or “trade” date as opposed to the “settlement” or “payment” date; please provide  
21 only “contract” or “trade” dates in your claim.  
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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

*In re Juniper Networks, Inc. Securities Litigation*  
Master File No. C-06-04327 JW  
*The New York City Employees' Retirement System, et al. v. Lisa C. Berry*  
No. C-08-0246 JW

PROOF OF CLAIM AND RELEASE

Must be Postmarked on or Before:  
September 10, 2010

Please Type or Print

**PART I: CLAIMANT IDENTIFICATION**

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or  
Taxpayer Identification Number

Individual  
 Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

1 **PART II: SCHEDULE OF TRANSACTIONS IN JUNIPER COMMON STOCK**

2 YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

3 **A. Number of shares of Juniper publicly traded common stock held at the beginning of trading on**  
4 **July 11, 2003** (if none, write "0"; if other than zero, documentation must be provided):

5 **B. PURCHASES:** Below please list (in chronological order) all purchases of Juniper common stock (not  
6 acquisitions) made between **July 11, 2003** and **August 10, 2006**, inclusive.

Date(s) of Purchase (Month/Day/Year)	Number of Shares of Common Stock Purchased	Purchase Price per Share of Common Stock	Aggregate Cost (excluding commissions, taxes, and fees)
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.
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19 **C. NUMBER OF JUNIPER SHARES RECEIVED/ACQUIRED** in exchange for shares of NetScreen  
20 in Juniper Networks' merger with NetScreen, effective as of **April 16, 2004**:

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22  
23 **D. NUMBER OF JUNIPER SHARES RECEIVED/ACQUIRED** through conversion of Notes on or  
24 after November 20, 2003:

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**E. SALES:** Below please list (in chronological order) all sales of Juniper common stock made between **July 11, 2003** and **August 10, 2006**, inclusive.

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

Date(s) of Sales (Month/Day/Year)	Number of Shares of Common Stock Sold	Sale Price per Share of Common Stock	Amount Received (net of commissions, taxes, and fees)
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/ /		.	.
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**F. ENDING HOLDINGS:** At the close of business on **August 10, 2006**, I owned \_\_\_\_\_ shares of Juniper common stock.

**PART III: SCHEDULE OF TRANSACTIONS IN JUNIPER ZERO COUPON CONVERTIBLE SENIOR NOTES**

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

**A. PURCHASES:** Below please list (in chronological order) all purchases of Juniper Zero Coupon Convertible Senior Notes (not acquisitions) made between **November 20, 2003** and **August 10, 2006**, inclusive.

Date(s) of Purchase (Month/Day/Year)	\$ Face Amount of Zero Coupon Convertible Senior Notes Purchased	Purchase Price per \$1,000 Face Amount	Aggregate Cost (excluding commissions, taxes, and fees)
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**B. SALES:** Below please list (in chronological order) all sales of Juniper Zero Coupon Convertible Senior Notes after **November 20, 2003**.

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

Date(s) of Sales (Month/Day/Year)	\$ Face Amount of Zero Coupon Convertible Senior Notes Sold	Sale Price per \$1,000 Face Amount	Amount Received (net of commissions, taxes, and fees)
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**C. END OF CLASS PERIOD HOLDINGS:** At the close of business on **August 10, 2006**, I owned \$\_\_\_\_\_ face amount of Juniper Zero Coupon Convertible Senior Notes.

**D. NOTES HELD TO MATURITY** \_\_\_\_\_. I owned \$\_\_\_\_\_ face amount of Juniper zero coupon convertible Senior Notes as of their maturity date of June 15, 2008.

1 **IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

2 I (We) submit this Proof of Claim and Release under the terms of the Stipulation of  
3 Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States  
4 District Court for the Northern District of California, with respect to my (our) claim as a Class  
5 Member(s) and for purposes of enforcing the release set forth herein. I (We) further acknowledge  
6 that I am (we are) bound by and subject to the terms of any Judgment that may be entered in the  
7 Actions. I (We) agree to furnish additional information to the Settlement Administrator to  
8 support this claim if required to do so. I (We) have not submitted any other claim covering the  
9 same purchases, acquisitions or sales of Juniper securities during the Class Period and know of no  
10 other Person having done so on my (our) behalf.

11 **V. RELEASE**

12 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,  
13 finally and forever settle, release and discharge from the Released Claims each and all of the  
14 Released Persons and each and all of their “Related Parties,” defined as each of a Defendant’s  
15 past or present family members, heirs, executors, administrators, subsidiaries, parents, successors  
16 and predecessors, officers, directors, shareholders (excepting Class Members), partners, agents,  
17 employees, attorneys, insurers and any person, firm, trust, corporation, officer, director, or other  
18 individual or entity in which any Defendant has a controlling interest or which is related to or  
19 affiliated with any of the Defendants, and the legal representatives, heirs, successors in interest, or  
20 assigns of the Defendants.

21 2. “Released Claims” means any and all rights, demands, claims (including  
22 “Unknown Claims” as defined below) and causes of action of every nature and description, in law  
23 or equity, whether arising under federal, state, local, statutory or common law, foreign law, or  
24 other law, or other law, rule or regulation, whether fixed or contingent, liquidated or unliquidated,  
25 matured or un-matured, accrued or unaccrued and whether known or unknown that Lead Plaintiff  
26 or any member of the Class asserted, or could have asserted in the Actions or in any other action  
27 or forum against the Released Persons arising out of, relating to, directly or indirectly, or in  
28 connection with the purchase, or purchase and sale, or acquisition of Juniper securities during the

1 Class Period, and the facts, matters, allegations, transactions, events, disclosures, statements, acts  
2 or omissions which were alleged or could have been alleged in the Actions. For the avoidance of  
3 doubt, “Settled Class Claims” or “Released Claims” shall not include those Unreleased and  
4 Assigned Claims as defined in the Stipulation of Settlement dated August 11, 2008 in *In re*  
5 *Juniper Derivative Action*, No. 5:06-cv-03396-JW (N.D. Cal.) and *In re Juniper Networks, Inc.*  
6 *Derivative Litigation*, Lead Case No. 1:06CV064294 (Superior Court of California, Santa Clara  
7 County), which was approved by court orders in both of those cases. Nothing herein is intended  
8 to release any claims against Ernst & Young LLP.

9 3. “Unknown Claims” means all claims, demands, liabilities, and causes of action of  
10 every nature and description which the Lead Plaintiff or any Class Member does not know or  
11 suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if  
12 known by him, her or it, might have affected his, her or its settlement with and release of the  
13 Released Persons, or might have affected his, her or its decision not to object to or to seek  
14 exclusion from this Settlement. With respect to any and all Released Claims, the Settling Parties  
15 stipulate and agree that, upon the Effective Date, the Lead Plaintiff shall expressly waive, and  
16 each of the Class Members shall be deemed to have and by operation of the Judgment shall have  
17 expressly waived, the provisions, rights and benefits conferred by any law of any state or territory  
18 of the United States, or principle of common law, which is similar, comparable or equivalent to  
19 California Civil Code § 1542, which provides:

20 A general release does not extend to claims which the creditor does  
21 not know or suspect to exist in his or her favor at the time of  
22 executing the release, which if known by him or her must have  
materially affected his or her settlement with the debtor.

23 The Lead Plaintiff and Class Members may hereafter discover facts in addition to or different  
24 from those which he, she or it now knows or believes to be true with respect to the subject matter  
25 of the Released Claims, but each Lead Plaintiff shall expressly and each Class Member, upon the  
26 Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully,  
27 finally, and forever settled and released any and all Released Claims, known or unknown,  
28 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,

1 which now exist, or heretofore have existed, upon any theory of law or equity now existing or  
2 coming into existence in the future, including, but not limited to, conduct which is negligent,  
3 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the  
4 subsequent discovery or existence of such different or additional facts. The Lead Plaintiff  
5 acknowledges, and the Class Members shall be deemed by operation of the Judgment to have  
6 acknowledged, that the foregoing waiver was separately bargained for and a key element of the  
7 settlement of which this release is a part.

8           4.       This release shall only be in force when the Court approves the Stipulation of  
9 Settlement dated \_\_\_\_\_ and the Stipulation becomes effective on the Effective Date (as defined in  
10 the Stipulation).

11           5.       I (We) hereby warrant and represent that I (we) have not assigned or transferred or  
12 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this  
13 release or any other part or portion thereof.

14           6.       I (We) hereby warrant and represent that I (we) have included information about  
15 all of my (our) transactions in Juniper securities which occurred during the Class Period as well  
16 as the number of shares of Juniper securities (or, in the case of the Juniper Zero Coupon  
17 Convertible Senior Notes, the face amount) held by me (us) at the close of trading on August 10,  
18 2006.

1 **SUBSTITUTE FORM W-9**

2 Request for Taxpayer Identification Number (“TIN”) and Certification

3 **PART I**

4 NAME: \_\_\_\_\_

5 Check appropriate box:

- 6  Individual/Sole Proprietor  Pension Plan
- 7  Corporation  Partnership  Trust
- 8  IRA  Other

9 Enter TIN on appropriate line.

10 For individuals, this is your social security number (“SSN”).

11 For sole proprietors, you must enter your individual name, but you may also enter your  
12 business or “doing business as” name. You may enter either your SSN or your Employer  
13 Identification Number (“EIN”).

14 For other entities, it is your EIN.

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ or \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Social Security Number Employer Identification Number

16 **PART II**

17 For Payees Exempt from Backup Withholding

18 If you are exempt from backup withholding, enter your correct TIN in Part I and write “exempt”  
19 on the following line: \_\_\_\_\_

20 **PART III**

21 Certification

22 UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

- 23 1. The number shown on this form is my correct TIN; and
- 24 2. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions  
25 of Section 3406 (a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from  
26 backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I  
am (we are) subject to backup withholding as a result of a failure to report all interest or  
dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer  
subject to backup withholding.

27 NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup  
28 withholding, you must cross out Item 2 above.

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SEE ENCLOSED FORM W-9 INSTRUCTIONS

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_ (Month / Year)  
in \_\_\_\_\_ (City), \_\_\_\_\_ (State / Country).

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A  
SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration. If this claim is being made on behalf of joint Claimants, both must sign.
2. Remember to attach supporting documentation.
3. Do not send original stock certificates or other original documentation; please send only copies.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please inform the Claims Administrator of your new address.

**THE CLAIM FORM AND YOUR SUPPORTING DOCUMENTATION MUST BE  
POSTMARKED NO LATER THAN SEPTEMBER 10, 2010.**

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# Exhibit A-3

1 BARBARA HART (*pro hac vice*)  
2 DAVID C. HARRISON (*pro hac vice*)  
3 JEANNE D'ESPOSITO (*pro hac vice*)  
4 LOWEY DANNENBERG COHEN & HART, P.C.  
5 One North Broadway, Suite 509  
6 White Plains, NY 10601-2310  
7 Telephone: 914-997-0500  
8 Facsimile: 914-997-0035

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17 *Local Counsel*

18 MICHAEL A. CARDOZO  
19 Corporation Counsel of the City of New York  
20 Carolyn Wolpert  
21 100 Church Street  
22 New York, NY 10007  
23 Telephone: 212-788-0748

24 *Attorneys for the New York City Pension Funds*

25 UNITED STATES DISTRICT COURT  
26 NORTHERN DISTRICT OF CALIFORNIA  
27 SAN JOSE DIVISION

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IN RE JUNIPER NETWORKS, INC.  
SECURITIES LITIGATION

No. C06-04327-JW (PVT)

**SUMMARY NOTICE**

THE NEW YORK CITY EMPLOYEES'  
RETIREMENT SYSTEM, et al.,

No. C08-0246-JW (PVT)

Lead Plaintiff,

**EXHIBIT A-3**

v.

LISA C. BERRY,

Defendant.



1 TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED PUBLICLY  
2 TRADED SECURITIES OF JUNIPER NETWORKS, INC. (“JUNIPER” OR THE  
3 “COMPANY”) FROM JULY 11, 2003 THROUGH AUGUST 10, 2006, INCLUSIVE,  
4 AND WHO DID NOT SELL SUCH SECURITIES BEFORE MAY 18, 2006, AND  
5 WERE DAMAGED, INCLUDING (A) THOSE WHO RECEIVED OR ACQUIRED  
6 JUNIPER COMMON STOCK ISSUED PURSUANT TO A REGISTRATION  
7 STATEMENT ON SEC FORM S-4, DATED MARCH 10, 2004, FOR THE  
8 COMPANY’S MERGER WITH NETSCREEN TECHNOLOGIES INC.; AND  
9 (B) PURCHASERS OF ZERO COUPON CONVERTIBLE SENIOR NOTES DUE  
10 JUNE 15, 2008 ISSUED PURSUANT TO A REGISTRATON STATEMENT ON SEC  
11 FORM S-3, DATED NOVEMBER 20, 2003:

12 YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court  
13 for the Northern District of California, that a hearing will be held on August 30, 2010, at 9:00  
14 a.m., before the Honorable James Ware at the United States Courthouse, 4<sup>th</sup> Floor, Courtroom 8,  
15 280 South 1st Street, San Jose, California, for the purpose of determining (1) whether the  
16 proposed settlement of the claims against Juniper and certain of its former and current officers  
17 and/or directors (collectively, the “Defendants”) in the above-referenced litigations (the  
18 “Actions”) for the principal amount of \$169,000,000, plus accrued interest, should be approved  
19 by the Court as fair, reasonable and adequate; (2) whether a Final Judgment and Order of  
20 Dismissal with Prejudice should be entered by the Court dismissing the claims against the  
21 Defendants in the Actions with prejudice; (3) whether the Plan of Allocation is fair, reasonable  
22 and adequate and therefore should be approved; and (4) whether the application of Plaintiff’s  
23 Lead Counsel for the payment of attorneys’ fees and reimbursement of expenses and the Lead  
24 Plaintiff’s expenses incurred in connection with these Actions should be approved.

25 If you purchased or acquired Juniper publicly traded securities during the period July 11,  
26 2003 through August 10, 2006, and did not sell such securities prior to May 18, 2006, including  
27 (a) receiving Juniper common stock pursuant to the merger with NetScreen Technologies, Inc.,  
28 and/or (b) purchasing Zero Coupon Convertible Senior Notes due June 15, 2008, your rights may  
be affected by the settlement of these Actions. If you have not received a detailed Notice of Class  
Action Certification, Proposed Partial Settlement, Motion for Attorneys’ Fees and Expenses and  
Hearing Thereon (“Notice”) and a copy of the Proof of Claim and Release, you should obtain  
copies by writing to *Juniper Networks, Inc. Securities Litigation*, c/o \_\_\_\_\_, P.O. Box

1 \_\_\_\_\_, [CITY/STATE/ZIPCODE/ toll free number], or on the internet at  
2 www.\_\_\_\_\_.com. The Notice contains details about this litigation and settlement,  
3 including what you must do to exclude yourself from the settlement, object to the terms of the  
4 settlement, or file a Proof of Claim. If you are a Class Member, in order to share in the  
5 distribution of the Settlement Fund, you must submit a Proof of Claim and Release postmarked  
6 no later than September 10, 2010, establishing that you are entitled to recovery.

7  
8 If you desire to be excluded from the Class, you must submit a Request for Exclusion to  
9 be received by August 9, 2010, in the manner and form explained in the detailed Notice referred  
10 to above. All Members of the Class who have not timely and validly requested exclusion from  
11 the Class will be bound by any Judgment entered in the Actions pursuant to the Stipulation of  
12 Settlement.

13 Any objection to the settlement must be received by the parties listed below no later than  
14 August 2, 2010:

15 Court:

16 Clerk of the Court  
17 United States District Court  
18 Northern District of California  
280 South 1<sup>st</sup> Street  
San Jose, CA 95113

19 Lead Counsel for Lead Plaintiff and the Class:

20 Barbara J. Hart  
21 David C. Harrison  
22 Lowey Dannenberg Cohen & Hart, P.C.  
23 David C. Harrison  
24 One North Broadway, Suite 509  
25 White Plains, NY 10601

26 Counsel for Juniper Defendants:

27 Nina F. Locker  
28 Steven Guggenheim  
Wilson Sonsini Goodrich & Rosati, P.C.  
650 Page Mill Road  
Palo Alto, CA 94304

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Counsel for Lisa C. Berry:

Melinda Haag  
James N. Kramer  
Nancy E. Harris  
Orrick, Herrington & Sutcliffe LLP  
405 Howard Street  
San Francisco, CA 94105-2669

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE  
REGARDING THIS NOTICE.** If you have any questions about the settlement, you may  
contact the Claims Administrator or Plaintiff’s Lead Counsel at the address listed above.

Dated: April \_\_\_\_, 2010

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA