

EXHIBIT 9

**UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES**

OFFICE OF FEDERAL CONTRACT
COMPLIANCE PROGRAMS, UNITED
STATES DEPARTMENT OF LABOR,

Plaintiff,

v.

ORACLE AMERICA, INC.,

Defendant.

OALJ Case No. 2017-OFC-00006

OFCCP No. R00192699

**DEFENDANT ORACLE
AMERICA, INC.'S RESPONSES
AND OBJECTIONS TO SECOND
SET OF REQUESTS FOR THE
PRODUCTION OF DOCUMENTS**

PROPOUNDING PARTY: Plaintiff OFFICE OF FEDERAL CONTRACT
COMPLIANCE PROGRAMS, UNITED STATES
DEPARTMENT OF LABOR

RESPONDING PARTY: Defendant ORACLE AMERICA, INC.

SET NO.: Two

Pursuant to 41 C.F.R. § 60-30.10 and, as applicable, Federal Civil Procedure Rule 34, Defendant Oracle America, Inc. ("Oracle") responds to Plaintiff Office of Federal Contract Compliance Programs, United States Department of Labor's ("OFCCP") Second Set of Requests for Production of Documents ("Requests") as follows:

PRELIMINARY STATEMENT

Oracle has not completed its investigation of the facts related to this case and therefore its responses are of a preliminary nature. Further discovery, investigation, and research may bring to light additional relevant facts that may lead to changes in the responses set forth below. Although these responses are complete to the best of Oracle's knowledge at this time, these responses are given without prejudice to Oracle's right to amend its objections and responses or to produce additional relevant evidence that may come to light regarding the issues raised in this lawsuit. Nothing contained in these responses shall in any way limit Oracle's ability to make all uses at trial or otherwise of the information or documents referenced herein or of any

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subsequently discovered information or documents or of information or documents omitted from these responses as a result of good faith oversight, error, or mistake.

Additionally, Oracle objects to each and every request that purports to request the production of emails, to the extent such requests impose the undue burden of collecting and reviewing emails of hundreds, if not thousands, of employees. Any agreement to engage in a reasonably diligent search utilizing reasonable search parameters, and to produce responsive, nonprivileged documents, should not be construed as an agreement or obligation to harvest and review emails that would impose such an undue burden.

For the reasons set forth in Oracle's Answer, Oracle's responses and productions responsive to the document requests related to OFCCP's recruiting and hiring claims are limited to the period January 1, 2013 through June 30, 2014 and to positions in the Professional Technical 1, Individual Contributor ("PT1") job group at Oracle's Redwood Shores, CA, location, and responses and productions responsive to the document requests related to OFCCP's compensation claims are limited to the period January 1, 2014 through December 31, 2014 and to positions in the Product Development, Support, and Information Technology job functions at Oracle's Redwood Shores, CA, location.

Oracle's production of documents is contingent upon and subject to the entry of a protective order. Oracle will provide OFCCP a proposed protective order.

These responses are made solely for purposes of this action, and are subject to all objections as to competence, authenticity, relevance, materiality, propriety, admissibility, and any and all other objections and grounds that would or could require or permit the exclusion of any document or statement therein from evidence, all of which objections and grounds are reserved and may be interposed at the time of trial.

No incidental or implied admissions are intended by these responses. The fact that Oracle has responded or objected to any request or part thereof shall not be deemed an admission that Oracle accepts or admits the existence of any facts set forth or assumed by such request. Nor shall Oracle's responses or objections be deemed an admission that any statement or

characterization in any request is accurate or complete, or that any particular document exists, is relevant, or is admissible in evidence.

OBJECTIONS TO SPECIFIC DEFINITIONS

DEFINITION NO. 1. "YOU" and "YOUR" mean Oracle America, Inc. and all of its agents, representatives, attorneys, consultants, successors, subsidiaries, or divisions.

OBJECTION TO DEFINITION NO. 1:

Oracle objects to the OFCCP's definitions of "YOU" and "YOUR" as vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case, to the extent that these terms include Oracle's agents, representatives, attorneys, consultants, successors, subsidiaries, or divisions. Oracle further objects to this definition to the extent it includes information protected by attorney-client privilege, the attorney work product doctrine, or calls for a legal conclusion as to the relationship between Oracle and other entities, including agents. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location. Accordingly, and in light of OFCCP's Instruction No. 1, which provides "Unless otherwise stated, these requests relate to Oracle's POLICIES, PRACTICES, or PROCEDURES that apply at its headquarters located at Redwood Shores, California," Oracle's responses, objections, and productions are limited to documents "relate[d] to Oracle's POLICIES, PRACTICES, or PROCEDURES that apply at its headquarters located at Redwood Shores, California."

DEFINITION NO. 2. "RELEVANT TIME PERIOD" means January 1, 2013 to the present unless otherwise stated.

OBJECTION TO DEFINITION NO. 2:

Oracle objects to this definition as including the term "present," which renders the phrase vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. As to Requests related to OFCCP's recruiting and hiring claim, Oracle's responses, objections, and

productions are limited to the relevant time period of January 1, 2013 through June 30, 2014. As to Requests related to OFCCP's compensation claims, Oracle's responses, objections, and production are limited to the relevant time period of January 1, 2014 through December 31, 2014.

DEFINITION NO. 3. "AFFINITY GROUP" means any group of people linked by a common interest or purpose and includes, but is not limited to, gender or race.

OBJECTION TO DEFINITION NO. 3:

Oracle objects to this definition as including the phrases "any group," "linked," and "common interest or purpose," which render the definition vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the OFCCP's allegations pertaining to Oracle's Redwood Shores, CA, location.

DEFINITION NO. 4. "AMENDED COMPLAINT" means the pleading filed by OFCCP in this action on January 25, 2017.

DEFINITION NO. 5. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.

DEFINITION NO. 6. "ANSWER" means the Answer to the AMENDED COMPLAINT filed by YOU in this action on February 8, 2017.

DEFINITION NO. 7. "COLLEGE RECRUIT" means any PERSON who expresses interest or applies to YOU through YOUR college recruiting program (including undergraduate students, graduate students, and recent graduates) for technical positions (as opposed to sales positions), including positions in the Professional Technical I, Individual Contributor job group or Product Development, Support, or Information Technology lines of business.

OBJECTION TO DEFINITION NO. 7:

Oracle objects to this definition as including the term "PERSON" and the phrases "expresses interest," "college recruiting program," and "technical positions," which render the

definition vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location. Oracle's responses, objections, and production are limited to responsive documents related to the Professional Technical 1, Individual Contributor ("PT1") job group at its Redwood Shores, CA, location between January 1, 2013 and June 30, 2014.

DEFINITION NO. 8. "COMMUNICATIONS" means all transactions or transfers of information of any kind, whether orally, in writing, or in any other manner, at any time or place, under any circumstances whatsoever.

OBJECTION TO DEFINITION NO. 8:

Oracle objects to this definition as including the phrase "all transactions or transfers" and the term "orally," which render the definition vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location. Oracle's responses, objections, and production are limited to existing written or electronically stored information in the custody, control, and possession of Oracle America, Inc. and related to its Redwood Shores, CA, location.

DEFINITION NO. 9. "COMPENSATION" means any payments made to, or on behalf of, an employee as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, commissions, bonuses, vacation and holiday pay, retirement and other benefits, stock options and awards, and profit sharing.

OBJECTION TO DEFINITION NO. 9:

Oracle objects to this definition as including the phrase "remuneration for employment," which renders the definition vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the

needs of the case. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location. Oracle's responses, objections, and production are limited to documents in the custody, control, and possession of Oracle America, Inc. and related to its Redwood Shores, CA, location.

DEFINITION NO. 10. "DATABASE" means any file or collection of information in fielded format that exists in computer-readable form.

OBJECTION TO DEFINITION NO. 10:

Oracle objects to this definition as including the phrases "file or collection of information," "fielded format," and "exists in computer-readable form" which render the definition unintelligible, vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing information that is neither relevant to any party's claim or defense nor proportional to the needs of the case. Furthermore, the definition is inconsistent with any commonly understood meaning of the term "database." Oracle further objects to this definition to the extent it calls for the production of information that is not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location during any relevant time frame. Oracle's responses, objections, and production are limited to information related the relevant time periods outlined in the Preliminary Statement above.

DEFINITION NO. 11. "DOCUMENT" means all writings of any kind, including any written, printed, typed, electronically stored, or other graphic matter of any kind or nature and all mechanical or electronic sound recordings or transcripts thereof, in YOUR possession and/or control or known by YOU to exist, and also means all copies of documents by whatever means made, including, but not limited to: papers, letters, correspondence, emails, text messages, presentations, manuals, computerized files, computerized spreadsheets, telegrams, interoffice communications, memoranda, notes, notations, notebooks, reports, records, accounting books or records, schedules, tables, charts, transcripts, publications, scrapbooks, diaries, and any drafts, revisions, or amendments of the above, and all other materials enumerated in the definition

provided in Rule 34 of the Federal Rules of Civil Procedure.

OBJECTION TO DEFINITION NO. 11:

Oracle objects to this definition as including the phrase “or known by YOU to exist,” which, to the extent such documents are not in Oracle’s possession, custody, or control, encompasses documents beyond those that Oracle has any obligation to produce.

DEFINITION NO. 12. “EXPERIENCED RECRUIT” means a PERSON who expresses interest or applies to YOU through the requisition process for technical (as opposed to sales) positions, including positions in the Professional Technical I, Individual Contributor job group or Product Development, Support, or Information Technology lines of business, and who is not already employed by YOU.

OBJECTION TO DEFINITION NO. 12:

Oracle objects to this definition as including the term “PERSON” and the phrases “expresses interest,” “requisition process,” “technical,” and “lines of business,” which render the definition vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle’s Redwood Shores, CA, location. Oracle’s responses, objections, and production are limited to responsive documents related to the PT1 job group at its Redwood Shores, CA, location between January 1, 2013 and June 30, 2014.

DEFINITION NO. 13. “GOVERNMENT CONTRACT” means a contract as defined in 41 C.F.R. § 60-1.3.

DEFINITION NO. 14. “HIRING” or “HIRE” mean receiving expressions of interest, soliciting, recruiting, communicating with, screening, interviewing, evaluating, determining starting salary and other COMPENSATION for, and/or extending offers to, PERSONS who express interest in a position with YOU or requisition posted by YOU.

OBJECTION TO DEFINITION NO. 14:

Oracle objects to this definition as unintelligible in its entirety. Oracle further objects to

this definition as including the term "PERSON" and the phrases "expressions of interest," "communicating with," and "express interest," which render the definition vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Furthermore, the definition is objectionable insofar as it refers to multiple processes, is compound, and is wholly inconsistent with the commonly understood definition of the terms "hiring" or "hire." Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location. Oracle interprets this definition using the commonly understood use of the word "hiring" or "hire" and its responses, objections, and production are limited to responsive documents related to the PT1 job group at its Redwood Shores, CA, location between January 1, 2013 and June 30, 2014.

DEFINITION NO. 15. "LABOR CONDITION APPLICATIONS" means a Labor Condition Application for H-1B Nonimmigrants provided by the United States Department of Labor, Employment and Training Administration.

OBJECTION TO DEFINITION NO. 15:

Oracle objects to this definition as vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this definition to the extent it encompasses documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location. Oracle further objects to this request as calling for a legal conclusion and on the ground that it requires Oracle to conduct its own investigation into the definition and reference external material(s) to define the term.

DEFINITION NO. 16. "OFCCP" means the Office of Federal Contract Compliance Programs, United States Department of Labor.

DEFINITION NO. 17. "ORGANIZATIONAL CHART" means a graphic or written representation of the structure of YOUR business or any portion of YOUR business, which shows the relationships of the positions or jobs (including but not limited to reporting

relationships) within each line of business, job function, or any other division or group as YOU have defined them in the normal course of YOUR business operations.

OBJECTION TO DEFINITION NO. 17:

Oracle objects to this definition as including the terms “structure,” “relationship,” and “each,” which render the definition vague, ambiguous, overbroad, unduly burdensome and oppressive. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle’s Redwood Shores, CA, location. Oracle’s responses, objections, and production are limited to responsive documents related to the Product Development, Support, and Information Technology job functions at its Redwood Shores, CA, location between January 1, 2013 and June 30, 2014.

DEFINITION NO. 18. “PERSON” means without limitation individuals, firms, associations, partnerships, corporations, governmental agencies or offices and employees, and any other entity.

OBJECTION TO DEFINITION NO. 18:

Oracle objects to this definition as vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case, to the extent this definition includes firms, associations, partnerships, corporations, governmental agencies or offices and employees, and any other entity. Oracle further objects to this definition to the extent it includes information protected by attorney-client privilege or the attorney work product doctrine. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle’s Redwood Shores, CA, location. Oracle’s responses, objections, and production are limited to information in the custody, control, and possession of Oracle America, Inc. and related to its Redwood Shores, CA, location.

DEFINITION NO. 19. “PERSONNEL” means information relating to YOUR current, former, or prospective employees.

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OBJECTION TO DEFINITION NO. 19:

Oracle objects to this definition as vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case, to the extent this definition includes employees not employed by Oracle during the relevant time period. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location. Oracle's responses, objections, and production are limited to responsive documents related to the Product Development, Support, and Information Technology job functions at its Redwood Shores, CA, location between January 1, 2013 and June 30, 2014.

DEFINITION NO. 20. "PERSONNEL FILE" means any data, file (including electronic files), collection of DOCUMENTS and COMMUNICATIONS, or other form in which information is stored or maintained by YOU or any of YOUR officers, executives, all levels of management, human resources department(s) or division(s), and/or any other employee or PERSON acting or purporting to act on YOUR behalf or at YOUR direction, concerning the employment of a particular employee, whether current, former, or prospective.

OBJECTION TO DEFINITION NO. 20:

Oracle objects to this definition as including the term "PERSON" and the phrases "other form," "information is stored or maintained," "all levels of management," "purporting to act," "concerning the employment," and "current, former, or prospective [employee]," which render the definition vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Furthermore, the definition calls for all information "concerning the employment of a particular employee" irrespective of whether it is part of a personnel file and is therefore objectionable as being wholly inconsistent with any ordinarily understood meaning of the term. The definition is unintelligible, especially to the extent it refers to "a particular employee" even if the person is not employed and so necessarily has no "personnel file." Oracle

further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location. Oracle further objects to this definition on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this definition to the extent it seeks confidential, trade secret and/or proprietary business information.

DEFINITION NO. 21. "POLICIES," "PRACTICES," or "PROCEDURES" means each rule, action, or directive, whether formal or informal, and each common understanding or course of conduct that was recognized as such by YOUR present or former officers, agents, employees, or other PERSONS acting or purporting to act on YOUR behalf or at YOUR direction, that was in effect at any time during the RELEVANT TIME PERIOD. These terms include any changes that occurred during the RELEVANT TIME PERIOD.

OBJECTION TO DEFINITION NO. 21:

Oracle objects to this definition as including the phrases "common understanding," "purporting to act," and "course of conduct," which render the definition vague and ambiguous. Oracle further objects to this definition as overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location within the Product Development, Support and Information Technology job functions. Accordingly, and in light of OFCCP's Instruction No. 1, which provides "Unless otherwise stated, these requests relate to Oracle's POLICIES, PRACTICES, or PROCEDURES that apply at its headquarters located at Redwood Shores, California" Oracle's responses, objections, and production are limited to documents "relate[d] to Oracle's POLICIES, PRACTICES, or PROCEDURES that apply at its headquarters located at Redwood Shores, California" and which pertain to the Product Development, Support and Information Technology job functions.

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DEFINITION NO. 22. "PROMOTION" means a change in an employee's job title, salary code, grade, or other ranking which results in an increase in COMPENSATION, responsibility, and/or other benefit.

OBJECTION TO DEFINITION NO. 22:

Oracle objects to this definition as including the terms "change," "salary code," "grade," "other ranking," "increase," "responsibility," and "other benefit," which render the definition vague, ambiguous, compound, overbroad, unduly burdensome and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location.

DEFINITION NO. 23. "RELATING TO" means constituting, memorializing, evidencing, containing, showing, supporting, contradicting, summarizing, pertaining to, or referring to, whether directly or indirectly, the subject of the particular request.

DEFINITION NO. 24. "TRANSFER EMPLOYEE" means an individual previously employed by YOU (i.e., a rehire) or at the time of hire was employed by YOU (at YOUR headquarters or at any of YOUR other locations) or by a corporate affiliate of YOU (such as Oracle India Pvt. Ltd.).

OBJECTION TO DEFINITION NO. 24:

Oracle objects to this definition as including the phrases "previously employed," "rehire," "hire," "any of YOUR other locations," and "corporate affiliate," which render the definition vague, ambiguous, overbroad, unduly burdensome, compound, and oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Furthermore, the definition is unintelligible to the extent it purports to include former employees within the definition of "transfer employees." It is also inconsistent with the definition of the word "hire" provided herein and Oracle's understanding of the term "hire". Oracle objects to the extent the definition calls for a legal conclusion. Oracle further objects to

this definition to the extent it seeks documents that are not relevant to the discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, CA, location.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 30:

DOCUMENTS, including but not limited to ORGANIZATIONAL CHARTS or lists, sufficient to identify any and all PERSON(S), by name and job title, with authority to affect an EXPERIENCED RECRUIT's disposition or HIRING, including PERSONS participating in job fairs, evaluating or screening expressions of interest, resumes and other application DOCUMENTS, interviewing applicants, making recommendations whether to hire applicants, and approving hires during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "authority to affect," "participating in job fairs," "evaluating," "screening," "expressions of interest," "making recommendations," and "approving hires." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control relating to the PT1 job group at its Redwood Shores, CA, location for the period of January 1, 2013, through June 30, 2014, to the extent any such documents exist.

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REQUEST FOR PRODUCTION NO. 31:

DOCUMENTS, including but not limited to ORGANIZATIONAL CHARTS or lists, sufficient to identify any and all PERSON(S), by name and job title, with authority to affect a TRANSFER EMPLOYEE's disposition or HIRING, including PERSONS evaluating or screening expressions of interest, resumes and other application DOCUMENTS, interviewing applicants, making recommendations whether to hire applicants, and approving hires for technical positions, including positions in the PT1 job group or Product Development line of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "authority to affect," "disposition," "evaluating," "screening," "expressions of interest," "making recommendations," and "approving hires." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case, particularly to the extent it relates to TRANSFER EMPLOYEES. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action.

REQUEST FOR PRODUCTION NO. 32:

DOCUMENTS, including but not limited to ORGANIZATIONAL CHARTS or lists, sufficient to identify the structure of, and any and all PERSON(S) (by name and job title) within, YOUR human resources and/or PERSONNEL department(s) during the RELEVANT TIME PERIOD, including but not limited to: the job positions that existed within the human resources and/or PERSONNEL department(s); the PERSONS who held those positions; and the reporting relationships between each individual and job position.

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RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrase "reporting relationship." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control with sufficient information to identify individuals in its Human Resources department with responsibilities related to its Support, Product Development and Information Technology job functions at its Redwood Shores, CA location for the period January 1, 2014, through December 31, 2014, to the extent any such documents exist.

REQUEST FOR PRODUCTION NO. 33:

For each job position listed in the ORGANIZATIONAL CHARTS or lists identified in response to Request No. 32, produce all DOCUMENTS RELATING TO, or containing, a description of the specific functions, responsibilities, and tasks assigned and job duties to be performed.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "specific functions," "responsibilities," "tasks assigned," and "job duties." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to

this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 34:

All DOCUMENTS and COMMUNICATIONS RELATING TO YOUR POLICIES, PRACTICES, or PROCEDURES for HIRING EXPERIENCED RECRUITS during the RELEVANT TIME PERIOD, including but not limited to all DOCUMENTS and COMMUNICATIONS RELATING TO any criteria that YOU used to evaluate EXPERIENCED RECRUITS at any stage (i.e., screening, interview, post-interview, etc.) of the application process.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "any criteria," "evaluate," "any stage," and "application process." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret and/or proprietary business information.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control relating to the PT1 job group at its Redwood Shores, CA, location for the period of January 1, 2013, through June 30, 2014.

REQUEST FOR PRODUCTION NO. 35:

All DOCUMENTS and COMMUNICATIONS RELATING TO YOUR POLICIES,

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PRACTICES, or PROCEDURES for HIRING TRANSFER EMPLOYEES during the RELEVANT TIME PERIOD, including but not limited to all DOCUMENTS and COMMUNICATIONS RELATING TO any criteria that YOU used to evaluate TRANSFER EMPLOYEES at any stage (i.e., screening, interview, post-interview, etc.) of the application process.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “any criteria,” “evaluate,” “any stage,” and “application process.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case, particularly to the extent it relates to TRANSFER EMPLOYEE[S]. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 36:

All DOCUMENTS and COMMUNICATIONS RELATING TO YOUR POLICIES, PRACTICES, or PROCEDURES for HIRING international TRANSFER EMPLOYEES during the RELEVANT TIME PERIOD, including but not limited to all DOCUMENTS and COMMUNICATIONS RELATING TO any criteria that YOU used to evaluate international TRANSFER EMPLOYEES at any stage (i.e., screening, interview, post-interview) of the application process.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “international,” “any criteria,” “evaluate,” “any stage,”

and "application process." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case, particularly to the extent it relates to TRANSFER EMPLOYEE[S]. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 37:

All DOCUMENTS and COMMUNICATIONS RELATING TO events YOU were involved with (including but not limited to events YOU held, sponsored, attended, or sent materials [whether or not YOU attended], such as recruiting fairs, job fairs, events for AFFINITY GROUPS) RELATING TO HIRING EXPERIENCED RECRUITS during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms "events" and "involved." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control relating to the PTI job group at its Redwood Shores, CA,

location for the period of January 1, 2013, through June 30, 2014.

REQUEST FOR PRODUCTION NO. 38:

All DOCUMENTS and COMMUNICATIONS RELATING TO events YOU were involved with (including but not limited to events YOU held, sponsored or attended, such as internal job fairs, events for AFFINITY GROUPS) RELATING TO HIRING TRANSFER EMPLOYEES for any technical positions, including all PTI job group positions and all positions within the Product Development line of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “events,” “involved with,” “any technical positions,” “job group positions,” and “line of business.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case, particularly to the extent it relates to TRANSFER EMPLOYEES. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 39:

All DOCUMENTS and COMMUNICATIONS exchanged between YOU and any recruiter (internal or external) RELATING TO HIRING EXPERIENCED RECRUITS during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms “exchanged,” “recruiter,” “internal,” and “external.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly

burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 40:

All DOCUMENTS and COMMUNICATIONS exchanged between YOU and any recruiter (internal or external) RELATING TO HIRING TRANSFER EMPLOYEES during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms "exchanged," "recruiter," "internal," and "external." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case, particularly to the extent it relates to TRANSFER EMPLOYEES. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 41:

All DOCUMENTS and COMMUNICATIONS RELATING TO POLICIES, PRACTICES, or PROCEDURES (including but not limited to manuals or instructions) for searching external job boards or websites for potential HIRES during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

Oracle incorporates by reference its Objections to Specific Definitions set forth above.

Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "instructions," "manuals," "external job boards," "websites," and "potential." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control relating to the PT1 job group at its Redwood Shores, CA, location for the period of January 1, 2013, through June 30, 2014.

REQUEST FOR PRODUCTION NO. 42:

All notes or records of interviews, whether by phone or in-person (including but not limited to memos, emails, and text messages), of EXPERIENCED RECRUITS who were interviewed during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "notes or records," "interviews," and "interviewed." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

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REQUEST FOR PRODUCTION NO. 43:

All notes or records of interviews, whether by phone or in-person (including but not limited to memos, emails, and text messages), of TRANSFER EMPLOYEES who were interviewed for any PT1 job group positions or positions within the Product Development line of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “notes or records,” “interviews,” “interviewed,” “job group positions,” and “line of business.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case, particularly to the extent it relates to TRANSFER EMPLOYEES. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 44:

All DOCUMENTS and COMMUNICATIONS (including but not limited to memos, emails, and text messages) stating, summarizing, supporting, or explaining YOUR decision or recommendation on a disposition of an expression of interest or application at any point of the HIRING process from an EXPERIENCED RECRUIT during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “stating,” “summarizing,” “supporting,” “explaining,” “decision,” “recommendation,” “disposition,” “expression of interest,” “application,” “any point,” and “process.” Oracle further objects to this request as overbroad in scope, uncertain as

to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 45:

All DOCUMENTS and COMMUNICATIONS (including but not limited to memos, emails, and text messages) stating, summarizing, supporting, or explaining YOUR decision or recommendation on a disposition of an expression of interest or application at any point of the HIRING process from a TRANSFER EMPLOYEE who applied for or expressed an interest for any PT1 job group positions or positions within the Product Development line of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "stating," "summarizing," "supporting," "explaining," "decision," "recommendation," "disposition," "expression of interest," "application," "any point," "process," "applied for," "expressed an interest," "job group positions," and "line of business." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case, particularly to the extent it relates to TRANSFER EMPLOYEES. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 46:

All COMMUNICATIONS (including by not limited to memos, emails, and text

messages) to and from Joyce Westerdahl RELATING TO: HIRING; COMPENSATION; PROMOTIONS; diversity or affirmative action; race; gender; national origin; or complaints (whether formal or informal) regarding: discrimination (including but not limited to race or gender); retaliation; unfair treatment; unfair COMPENSATION; and/or hostile work environment.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 47:

All DOCUMENTS (e.g., applications, resumes, expressions of interest, transcripts, references) submitted by PERSONS expressing an interest in or applying for positions in the PTI job group or Product Development line of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "expressions of interest," "references," "expressing an interest," and "line of business." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control relating to the PT1 job group at its Redwood Shores, CA, location for the period of January 1, 2013, through June 30, 2014.

REQUEST FOR PRODUCTION NO. 48:

All DOCUMENTS (e.g., job postings, requisitions, e-mails) submitted from YOU to PERSONS expressing an interest in or applying for positions in the PT1 job group or Product Development line of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “job postings,” “requisitions,” “expressing an interest,” and “line of business.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 49:

All DOCUMENTS that define or describe YOUR DOCUMENT and data retention POLICIES, PRACTICES, or PROCEDURES for YOUR DATABASE(S) and any other repository for storing DOCUMENTS RELATING TO HIRING (including iRecruitment and Taleo) during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases “data retention” and “any other repository.” Oracle further objects to this request as duplicative to other requests, overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any

party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 50:

All DOCUMENTS that define or describe YOUR DOCUMENT and data retention POLICIES, PRACTICES, or PROCEDURES for YOUR human resources, compensation, and/or PERSONNEL DATABASE(S) and any other repository for storing PERSONNEL DOCUMENTS and COMMUNICATIONS (including E-business suites, HRIS, Compensation workbench, and GSIAP) during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 50:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "data retention" and "any other repository." Oracle further objects to this request as duplicative to other requests, overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 51:

DOCUMENTS, including but not limited to ORGANIZATIONAL CHARTS or lists, sufficient to identify any and all PERSON(S) with knowledge of YOUR human resources and/or PERSONNEL DATABASE(S) and any other repository for storing PERSONNEL DOCUMENTS and COMMUNICATIONS, including but not limited to identifying any and all PERSONS(S) with knowledge RELATING TO: inputting, saving, storing, producing, deleting, and manipulating information contained in said DATABASE(S).

RESPONSE TO REQUEST FOR PRODUCTION NO. 51:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "persons with knowledge" and "any other repository." Oracle

further objects to this request as duplicative to other requests, overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action.

REQUEST FOR PRODUCTION NO. 52:

All performance evaluation forms (including electronic forms or fields for data entry) that YOU used for PERSONS in PT1 job group positions or in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 52:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "performance evaluation forms," "job group positions," and "lines of business." Oracle further objects to this request as overbroad in scope, uncertain as to time, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control related to the PT1 job group at its Redwood Shores, CA, location for the period January 1, 2013, through June 30, 2014, consistent with Oracle's understanding of the undefined terms contained in this request.

REQUEST FOR PRODUCTION NO. 53:

DOCUMENTS, including but not limited to ORGANIZATIONAL CHARTS or lists,

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sufficient to identify any and all PERSON(S), including but not limited to officers, executives, and all levels of management, with the ability to make a decision to affect a PERSON's COMPENSATION (i.e., by evaluating job performance, recommending increases or decreases in COMPENSATION; recommending PROMOTIONS or demotions) during the RELEVANT TIME PERIOD for positions within the Product Development, Information Technology, and Support lines of business.

RESPONSE TO REQUEST FOR PRODUCTION NO. 53:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "all levels of management," "ability to make," "decision to affect," and "lines of business." Oracle further objects to this request as overbroad in scope, uncertain as to time, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action.

Subject to and without waiving these objections, Oracle responds:

After conducting a reasonably diligent search, Oracle does not have responsive documents in its possession, custody, or control.

REQUEST FOR PRODUCTION NO. 54:

All DOCUMENTS relating to PRACTICES, POLICIES, or PROCEDURES for assigning PERSONS in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD to a "salary code" or "grade" and to a job title.

RESPONSE TO REQUEST FOR PRODUCTION NO. 54:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "assigning," "salary code," "grade," and "lines of business." Oracle further objects to this request as overbroad in scope, uncertain as to time,

compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 55:

All DOCUMENTS RELATING TO PRACTICES, POLICIES, or PROCEDURES for determining starting COMPENSATION (i.e., upon hire) for COLLEGE RECRUITS during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 55:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms "determining" and "starting." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control relating to the PT1 job group at its Redwood Shores, CA, location for the period of January 1, 2013, through June 30, 2014.

REQUEST FOR PRODUCTION NO. 56:

All DOCUMENTS RELATING TO PRACTICES, POLICIES, or PROCEDURES for determining starting COMPENSATION (i.e., upon hire) for EXPERIENCED RECRUITS hired into PT1 job group positions or into positions in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 56:

Oracle incorporates by reference its Objections to Specific Definitions set forth above.

Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “determining,” “starting,” “job group positions,” and “lines of business.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

Subject to and without waiving these Objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control relating to the PT1 job group at its Redwood Shores, CA, location for the period of January 1, 2013, through June 30, 2014.

REQUEST FOR PRODUCTION NO. 57:

ALL DOCUMENTS RELATING TO PRACTICES, POLICIES, or PROCEDURES for determining starting COMPENSATION (i.e., upon hire for that particular position) for TRANSFER EMPLOYEES hired into PT1 job group positions or into positions in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD (including COMPENSATION guidelines for international TRANSFER EMPLOYEES).

RESPONSE TO REQUEST FOR PRODUCTION NO. 57:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “determining,” “starting,” “job group positions,” and “lines of business.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case. Oracle further objects to

this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 58:

All DOCUMENTS RELATING TO PRACTICES, POLICIES, or PROCEDURES for determining job assignments (including but not limited to department/division, group, product team, and/or client assignments) for PERSONS in PT1 job group positions or in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 58:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “determining,” “job assignments,” “job group positions,” and “lines of business.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 59:

All DOCUMENTS RELATING TO PRACTICES, POLICIES, or PROCEDURES RELATING TO the PROMOTION process for PERSONS in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 59:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the term and phrase “process” and “lines of business.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor

proportional to the needs of the case. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 60:

All DOCUMENTS RELATING TO managers' requests for a PROMOTION of PERSONS in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD, including but not limited to any completed "Promotion Template."

RESPONSE TO REQUEST FOR PRODUCTION NO. 60:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "managers' request," "lines of business," and "Promotion Template." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 61:

For each PERSON in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD, DOCUMENTS evidencing the PERSON's characteristics YOU considered when setting that PERSON's COMPENSATION, either upon hire or in connection with a raise or PROMOTION, including but not limited to performance evaluations or other DOCUMENTS from the PERSON's PERSONNEL FILE evidencing that PERSON's experience or qualifications.

RESPONSE TO REQUEST FOR PRODUCTION NO. 61:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "lines of business," "characteristics," "considered," "performance evaluations," "evidencing," "experience," "personnel file," or "qualification."

Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information. Oracle further objects to this request because as stated, it calls for Oracle to speculate as to the particular characteristics or documents that any individual manager at Oracle may or may not have relied upon in making any individual compensation-related decision.

REQUEST FOR PRODUCTION NO. 62:

ALL DOCUMENTS RELATING TO PRACTICES, POLICIES, or PROCEDURES for determining any changes in COMPENSATION for PERSONS in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 62:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "determining any changes" and "lines of business." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control related to the Support, Product Development and

Information Technology job functions at its Redwood Shores, CA, location for the period January 1, 2014, through December 31, 2014.

REQUEST FOR PRODUCTION NO. 63:

All DOCUMENTS RELATING TO PRACTICES, POLICIES, or PROCEDURES for setting pay ranges for job titles and/or pay grades in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 63:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "setting pay ranges," "pay grades," and "lines of business." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control related the Support, Product Development and Information Technology job functions at its Redwood Shores, CA, location for the period January 1, 2014, through December 31, 2014.

REQUEST FOR PRODUCTION NO. 64:

All DOCUMENTS RELATING TO PRACTICES, POLICIES, or PROCEDURES reflecting how PERSONS in the Product Development, Information Technology, and Support lines of business are evaluated, ranked, and/or analyzed, during the RELEVANT TIME PERIOD, including but not limited to: standards used; the process for evaluating, ranking,

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and/or analyzing; positions that evaluate, rank and/or analyze; the review and approval process.

RESPONSE TO REQUEST FOR PRODUCTION NO. 64:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “reflecting,” “lines of business,” “evaluate[d],” “ranke[d],” “analyze[d],” “standards used,” and “review and approval process.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 65:

All DOCUMENTS provided to YOUR employees, including but not limited to employee handbooks, describing PRACTICES, POLICIES, or PROCEDURES RELATING TO: HIRING; job assignments (including but not limited to initial job assignments, lateral movements, and transfers); COMPENSATION; PROMOTIONS; demotions; diversity and/or affirmative action, for PTI job group positions and positions in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 65:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “job assignments,” “lateral movements,” “transfers,” “demotions,” “diversity,” “affirmative action,” and “lines of business.” Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it

seeks confidential information, and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 66:

All DOCUMENTS RELATING TO PRACTICES, POLICIES, or PROCEDURES for raising a complaint of: discrimination (including but not limited to race or gender); retaliation; unfair treatment; unfair COMPENSATION; and/or hostile work environment (including all PRACTICES, POLICIES, or PROCEDURES RELATING TO YOU investigating and addressing such complaints, whether internal or external) during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 66:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "raising a complaint," "discrimination," "retaliation," "unfair treatment," "unfair COMPENSATION," "hostile work environment," "investigating," and "addressing." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine.

REQUEST FOR PRODUCTION NO. 67:

All DOCUMENTS RELATING TO complaints made (whether formal or informal, oral or written) against YOU (including against any and all PERSON(S) involved in HIRING for PT I job group and/or Product Development job group positions or involved in determining COMPENSATION for employees in the Product Development, Information Technology, and Support lines of business) that allege, in whole or in part, discrimination (including but not

limited to race or gender); retaliation; unfair treatment; unfair COMPENSATION; and/or hostile work environment during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 67:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases "complaints made," "oral," "job group positions," "involved in determining," "in whole or in part," "discrimination," "retaliation," "unfair treatment," "unfair COMPENSATION," "hostile work environment," and "lines of business." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle objects to the extent the request calls for a legal conclusion(s). Oracle further objects to this request on the grounds that it seeks confidential information, and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret and/or proprietary business information. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine.

REQUEST FOR PRODUCTION NO. 68:

All DOCUMENTS initiating legal proceedings against YOU concerning PERSONNEL issues by PERSONS in the PTI job group or in the Product Development, Information Technology, or Support lines of business during the RELEVANT TIME PERIOD, including but not limited to: civil lawsuits; arbitrations; and/or administrative charges of: discrimination (including but not limited to race or gender); retaliation; unfair treatment; unfair COMPENSATION; and/or hostile work environment, including but not limited to charges filed with the Equal Employment Opportunity Commission, any state equal employment agencies, human rights agencies, or unemployment agencies.

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RESPONSE TO REQUEST FOR PRODUCTION NO. 68:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “initiating legal proceedings,” “concerning,” “lines of business,” “discrimination,” “retaliation,” “unfair treatment,” “unfair COMPENSATION,” “hostile work environment,” “any state equal employment agencies,” “human rights agencies,” and “unemployment agencies.” Oracle objects to the extent the request calls for a legal conclusion. Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine.

REQUEST FOR PRODUCTION NO. 69:

All DOCUMENTS, including but not limited to employee surveys, summaries, reports, or presentations, addressing or referencing: discrimination (including but not limited to race or gender); retaliation; unfair treatment; unfair COMPENSATION; hostile work environment; morale; and/or improper management conduct during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 69:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms and phrases “employee surveys,” “summaries,” “reports,” “presentations,” “addressing or referencing,” “discrimination,” “retaliation,” “unfair treatment,” “unfair COMPENSATION,” “hostile work environment,” “morale,” and “improper management conduct.” Oracle further objects to this request as overbroad in scope, uncertain as to time,

compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine.

REQUEST FOR PRODUCTION NO. 70:

All GOVERNMENT CONTRACTS to which YOU have been a party during the RELEVANT TIME PERIOD, including any addenda, modifications, affirmations, and/or novations.

RESPONSE TO REQUEST FOR PRODUCTION NO. 70:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the terms "addenda," "modifications," "affirmations," and "novations." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request as encompassing information already available to the OFCCP.

REQUEST FOR PRODUCTION NO. 71:

YOUR internal pay equity analyses conducted pursuant to 41 C.F.R. § 60-2.17 for the RELEVANT TIME PERIOD, including the date of analysis and dataset(s) used for the analysis.

RESPONSE TO REQUEST FOR PRODUCTION NO. 71:

Oracle incorporates by reference its Objections to Specific Definitions set forth above.

Oracle further objects to this request as overbroad in scope, uncertain as to time, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the ground that it calls for a legal conclusion. Oracle further objects to this request on the ground that it requires Oracle to refer to materials outside the request itself. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 72:

All DOCUMENTS RELATING TO actions taken during the RELEVANT TIME PERIOD in response to YOUR internal pay equity analyses conducted pursuant to 41 C.F.R. § 60-2.17.

RESPONSE TO REQUEST FOR PRODUCTION NO. 72:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request as overbroad in scope, uncertain as to time, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the ground that it calls for a legal conclusion. Oracle further objects to this request on the ground that it requires Oracle to refer to materials outside the request itself. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 73:

DATABASE(S) exported in a non-proprietary format, such as an Excel-readable file (e.g., .XLS or .CSV files), with data dictionaries and/or internal documentation describing the fields/outputs containing the following, regardless of time period: PERSONNEL, PROMOTION, payroll, gender, and race data for employees in the PTI job group or in the

Product Development, Information Technology, and Support lines of business. Data should include all data contained in Oracle's GSIAP system, including data from (1) the "People" window and all tabs shown on that window (i.e., "Personal," "Employment," "Office Details," "Applicant," "Further Name," "Other," and "Benefits"); (2) the "Previous Employment Information" window; (3) the "Schools and Colleges Attended" window; (4) the "Assignment" screen and all tabs shown on that window (i.e., "Salary Information," "Supervisor," "Standard Conditions," and "Statutory Information"); (5) the "Salary Administration" window; (6) the "Performance" window; (7) the "Salary History" window; and (8) the "DateTrack History of Assignments" window.

RESPONSE TO REQUEST FOR PRODUCTION NO. 73:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle also objects to the request as being vague and ambiguous, including but not limited to, as to the data being requested, as well as to the terms: "data dictionaries" and "internal documentation." Similarly the use of commas, qualifiers, "data," and "window[s]" renders the request unintelligible. Oracle further objects to this request as overbroad in scope and time, unduly burdensome, compound, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 74:

DATABASE(S) exported in a non-proprietary format, such as an Excel-readable file (e.g., .XLS or .CSV files), with data dictionaries and/or or internal documentation describing the fields/outputs containing the following: applicant, offer, gender, and race data for EXPERIENCED RECRUITS during the RELEVANT TIME PERIOD. Data should include all

data contained in Oracle's iRecruitment system and Taleo system, including data from (1) the "Candidate Details" window and all tabs shown on that window (i.e., including "Candidate Profile," "Qualifications," "Resumes and Documents," "Jobs Considered for," "Applications," and "Offers"), (2) the "Vacancies" window and all tabs shown on that window (i.e., "Vacancy Details," "Applicants," and links, such as "Review Resume" and "Application Notes").

RESPONSE TO REQUEST FOR PRODUCTION NO. 74:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle also objects to the request as being vague and ambiguous, including but not limited to, as to the data being requested, as well as to the terms: "data dictionaries" and "internal documentation." Similarly the use of commas, qualifiers, "data," and "window[s]" renders the request unintelligible. Oracle further objects to this request as overbroad in scope and time, unduly burdensome, compound, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 75:

DATABASE(S) exported in a non-proprietary format, such as an Excel-readable file (e.g., .XLS or .CSV files), with data dictionaries and/or internal documentation describing the fields/outputs containing the following: applicant, offer, gender, and race data for TRANSFER EMPLOYEES into positions in the PT1 job group or Product Development line of business during the RELEVANT TIME PERIOD. Data should include all data contained in Oracle's iRecruitment system and Taleo system, including data from (1) the "Candidate Details" window and all tabs shown on that window (i.e., including "Candidate Profile," "Qualifications," "Resumes and Documents," "Jobs Considered for," "Applications," and "Offers"), (2) the

“Vacancies” window and all tabs shown on that window (i.e., “Vacancy Details,” “Applicants,” and links, such as “Review Resume” and “Application Notes”).

RESPONSE TO REQUEST FOR PRODUCTION NO. 75:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle also objects to the request as being vague and ambiguous, including but not limited to, as to the data being requested, as well as to the terms: “data dictionaries” and “internal documentation.” Similarly the use of commas, qualifiers, “data,” and “window[s]” renders the request unintelligible. Oracle further objects to this request as overbroad in scope and time, unduly burdensome, compound, oppressive, and encompassing documents not relevant to any party’s claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 76:

DATABASE(S) exported in a non-proprietary format, such as an Excel-readable file (e.g., .XLS or .CSV files), with data dictionaries and/or internal documentation describing the fields/outputs containing the following: applicant, offer, gender, and race data for COLLEGE RECRUITS during the RELEVANT TIME PERIOD. Data should include all data contained in Oracle’s iRecruitment system, Taleo system, or other system, such as data from (1) the “Candidate Details” window and all tabs shown on that window (i.e., including “Candidate Profile,” “Qualifications,” “Resumes and Documents,” “Jobs Considered for,” “Applications,” and “Offers”), (2) the “Vacancies” window and all tabs shown on that window (i.e., “Vacancy Details,” “Applicants,” and links, such as “Review Resume” and “Application Notes”).

RESPONSE TO REQUEST FOR PRODUCTION NO. 76:

Oracle incorporates by reference its Objections to Specific Definitions set forth above.

Oracle also objects to the request as being vague and ambiguous, including but not limited to, as to the data being requested, as well as to the terms: "data dictionaries" and "internal documentation." Similarly the use of commas, qualifiers, "data," and "window[s]" renders the request unintelligible. Oracle further objects to this request as overbroad in scope and time, unduly burdensome, compound, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 77:

All LABOR CONDITION APPLICATIONS for the RELEVANT TIME PERIOD, including any LABOR CONDITION APPLICATIONS YOU submitted during the RELEVANT TIME PERIOD or any additional LABOR CONDITION APPLICATIONS YOU used to employ any PERSON during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 77:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request as overbroad in scope, uncertain as to time, unduly burdensome, compound, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 78:

ADVERSE IMPACT ANALYSES, as required by 41 C.F.R. § 60-3.15A, performed by YOU or any other PERSONS acting or purporting to act on YOUR behalf or at YOUR direction

for the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 78:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request as overbroad in scope, uncertain as to time, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the ground that it calls for a legal conclusion. Oracle further objects to this request on the ground that it requires Oracle to refer to materials outside the request itself. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 79:

Evaluations of each step or component of the selection (i.e., HIRING) process, as described in 41 C.F.R. § 60-3.4(C), for positions in the PT1 job group and/or Product Development line of business for the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 79:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request as overbroad in scope, uncertain as to time, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the ground that it calls for a legal conclusion. Oracle further objects to this request on the ground that it requires Oracle to refer to materials outside the request itself. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 80:

In-depth analyses of the total employment process, as required in 41 C.F.R. § 60-2.17(b),

for positions in the PTI job group or Product Development, Information Technology, and/or Support lines of business for the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 80:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request as overbroad in scope, uncertain as to time, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the ground that it calls for a legal conclusion. Oracle further objects to this request on the ground that it requires Oracle to refer to materials outside the request itself. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 81:

All DOCUMENTS RELATING TO training or other instruction YOU provided to any officers, executives, all levels of management, human resources and/or PERSONNEL department(s) or division(s), and/or any other employee or PERSON acting or purporting to act on YOUR behalf or at YOUR direction, involved in HIRING and/or determining COMPENSATION that relates to YOUR Affirmative Action Program (AAP) or laws or policies prohibiting discrimination on the basis of gender or race during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 81:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "training or other instruction," "purporting to act," "involved," "determining," and "discrimination." Oracle further objects to this request as overbroad in scope, uncertain as to time, compound, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case.

Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 82:

DOCUMENTS sufficient to show the eligibility requirements for any employment benefits offered to employees in the PT1 job group or Product Development, Information Technology, and/or Support lines of business during the RELEVANT TIME PERIOD, including but not limited to the following benefits: life insurance; retirement; vacation pay; sick pay; 401(k) profit sharing or retirement plans; stock options; DOCUMENTS governing any health, dental, vision, disability, or other welfare plan; DOCUMENTS governing any sick, vacation, and holiday plans; and summary plan descriptions.

RESPONSE TO REQUEST FOR PRODUCTION NO. 82:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrase "eligibility requirements," "any employment benefits," and "lines of business." Oracle objects to the list of identified benefits as including the term "Documents," which does not include or encompass benefits and renders the request unintelligible. Oracle further objects to this request as overbroad in scope, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request as premature and not relevant to the liability phase of trial.

REQUEST FOR PRODUCTION NO. 83:

Contact information for all current and former employees in the PT1 job group and Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD, including: full name, home address, home phone number, mobile phone number, and home/personal email address.

RESPONSE TO REQUEST FOR PRODUCTION NO. 83:

Oracle incorporates by reference its Objections to Specific Definitions set forth above.

Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrase "lines of business." Oracle further objects to this request as overbroad in scope, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action.

REQUEST FOR PRODUCTION NO. 84:

All DOCUMENTS RELATING TO any statistical analyses that YOU rely upon to deny any of the allegations in the AMENDED COMPLAINT, including all results, assumptions, variables, and analyses upon which YOU rely, and the computer code and formulas underlying the analyses.

RESPONSE TO REQUEST FOR PRODUCTION NO. 84:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "statistical analyses," "results," "assumptions," "variables," "analyses," "computer code," and "formulas underlying the analyses." Oracle further objects to this request as overbroad in scope, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 85:

For any and all analyses YOU provide in response to Request No. 84, provide the entire DATABASE YOU relied upon for each analysis.

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RESPONSE TO REQUEST FOR PRODUCTION NO. 85:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, overbroad in scope, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 86:

For each DATABASE provided in response to Request No. 84, produce all written and electronic source DOCUMENTS that YOU relied upon to create and refine the DATABASE, including but not limited to DOCUMENTS relied upon to establish each PERSON's name, gender, race, position, education, work experience, and any other factor YOU included in the DATABASE.

RESPONSE TO REQUEST FOR PRODUCTION NO. 86:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, overbroad in scope, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request on the grounds that it seeks confidential information and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

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REQUEST FOR PRODUCTION NO. 87:

All DOCUMENTS RELATING TO validity studies or evaluations that YOU or someone on YOUR behalf conducted RELATING TO any step or component of the HIRING process for employees in the PT1 job group and Product Development line of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 87:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "validity studies or evaluations," "any step or component," and "line of business." Oracle further objects to this request as overbroad in scope, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 88:

All DOCUMENTS RELATING TO validity studies or evaluations that YOU or someone on YOUR behalf conducted RELATING TO any step or component of the COMPENSATION determination process for employees in the Product Development, Information Technology, and Support lines of business during the RELEVANT TIME PERIOD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 88:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrases "validity studies or evaluations," "any step or component," and "lines of business." Oracle further objects to this request as overbroad in scope, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the

extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 89:

All DOCUMENTS YOU rely upon or reviewed in preparing YOUR ANSWER.

RESPONSE TO REQUEST FOR PRODUCTION NO. 89:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrase "rely upon or reviewed." Oracle further objects to this request as duplicative to other requests, overbroad in scope, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

REQUEST FOR PRODUCTION NO. 90:

All DOCUMENTS that support YOUR "Preliminary Statement" (pages 1-9) set forth in YOUR ANSWER.

RESPONSE TO REQUEST FOR PRODUCTION NO. 90:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrase "support." Oracle further objects to this request as duplicative to other requests, overbroad in scope, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control.

REQUEST FOR PRODUCTION NO. 91:

All DOCUMENTS that support YOUR responses in YOUR ANSWER denying each and every numbered paragraph to the AMENDED COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 91:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is vague and ambiguous, including but not limited to the phrase "support." Oracle further objects to this request as duplicative to other requests, overbroad in scope, unduly burdensome, oppressive, and encompassing documents not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this request to the extent it seeks confidential, trade secret, and/or proprietary business information.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will, after conducting a reasonably diligent search and utilizing reasonable search parameters, produce responsive, nonprivileged documents in its possession, custody, or control.

REQUEST FOR PRODUCTION NO. 92:

All DOCUMENTS that YOU plan to introduce as exhibits at the trial in this matter.

RESPONSE TO REQUEST FOR PRODUCTION NO. 92:

Oracle incorporates by reference its Objections to Specific Definitions set forth above. Oracle further objects to this request on the grounds that it is premature. Oracle further objects to this request to the extent it seeks the mental impressions of counsel, including information protected by the attorney-client privilege or the attorney work product doctrine.

Subject to and without waiving these objections, Oracle responds:

Following entry of a protective order, Oracle will timely produce responsive documents in accordance with the schedule set by the Administrative Law Judge.

March 20, 2017

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Attorneys For Defendant
ORACLE AMERICA, INC.

PROOF OF SERVICE BY ELECTRONIC MAIL

I am more than eighteen years old and not a party to this action. My business address is Orrick, Herrington & Sutcliffe LLP, The Orrick Building, 405 Howard Street, San Francisco, California 94105-2669. My electronic service address is jkaddah@orrick.com.

On March 20, 2017, I served the interested parties in this action with the following document(s):

**ORACLE'S RESPONSES AND OBJECTIONS TO SECOND SET FOR
REQUESTS FOR THE PRODUCTION OF DOCUMENTS**

by serving true copies of these documents via electronic mail in Adobe PDF format the documents listed above to the electronic addresses set forth below:

Marc A. Pilotin (pilotin.marc.a@dol.gov)

Laura Bremer (Bremer.Laura@dol.gov)

Ian Eliasoph (eliasoph.ian@dol.gov)

Jeremiah Miller (miller.jeremiah@dol.gov)

U.S. Department of Labor, Office of the Solicitor, Region IX -- San Francisco

90 Seventh Street, Suite 3-700

San Francisco, CA 94103

Telephone: (415) 625-7769

Fax: (415) 625-7772

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 20, 2017, at San Francisco, California.

Jacqueline D. Kaddah

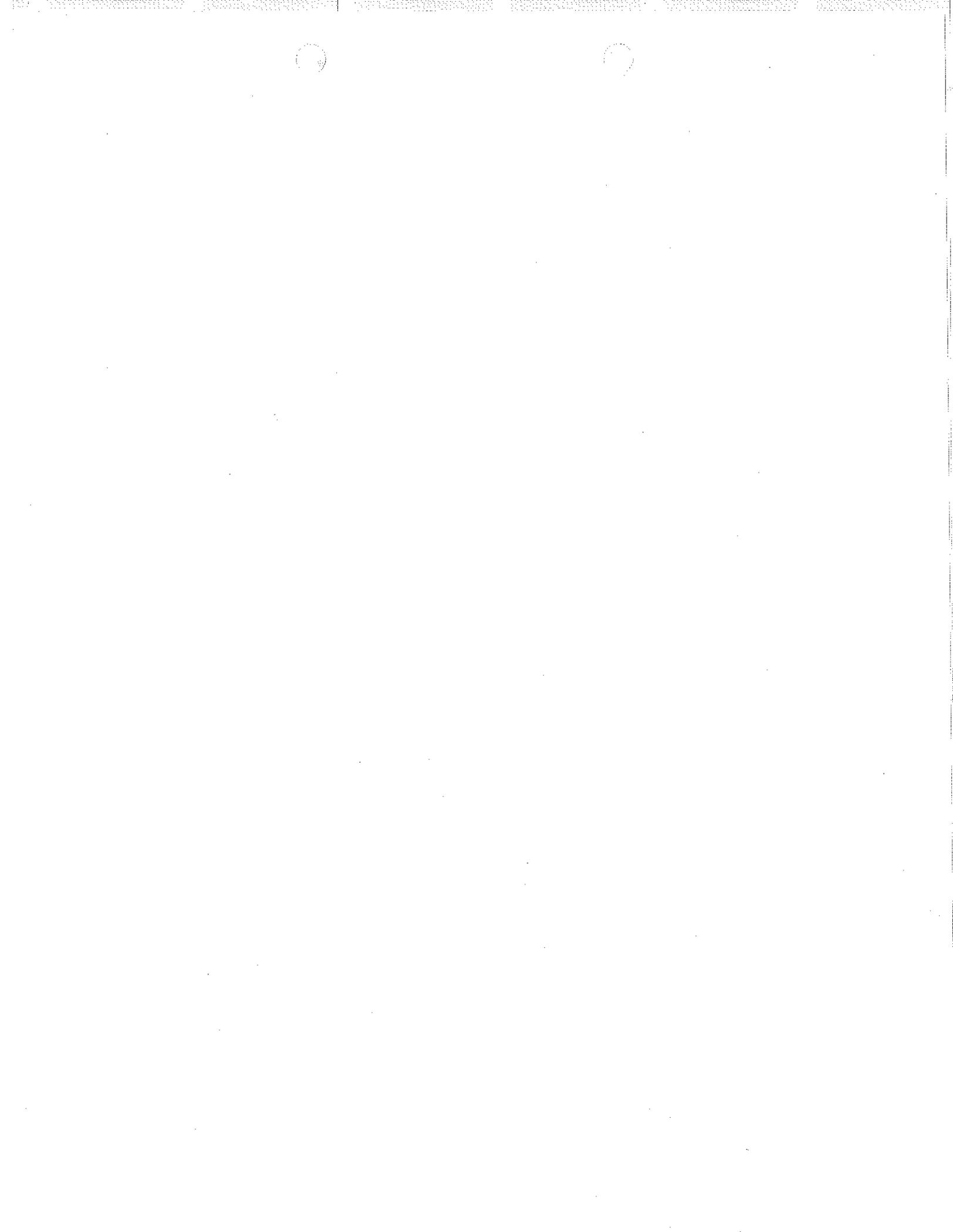


EXHIBIT 10

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

OFFICE OF FEDERAL CONTRACT
COMPLIANCE PROGRAMS, UNITED
STATES DEPARTMENT OF LABOR,

Plaintiff,

v.

ORACLE AMERICA, INC.,

Defendant.

OALJ Case No. 2017-OFC-00006

OFCCP No. R00192699

**DEFENDANT'S OBJECTIONS
TO NOTICE OF DEPOSITION
PURSUANT TO 41 C.F.R. § 60-
30.11 AND FED. R. CIV. P.
30(B)(6) REGARDING HUMAN
RESOURCES DATABASES AND
OTHER RECORDS**

TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

Defendant Oracle America, Inc. ("Oracle" or "Defendant") hereby objects to Plaintiff the Office of Federal Contract Compliance Programs, United States Department of Labor's ("OFCCP" of "Plaintiff") Notice of Deposition Pursuant to 41 C.F.R. § 60-30.11 and Fed. R. Civ. P. 30(b)(6) Regarding Human Resources Databases and Other Records ("Notice of Deposition"), noticed by Plaintiff on or about March 2, 2017, as follows:

GENERAL OBJECTIONS

1. Oracle objects to the Notice to the extent OFCCP purports to unilaterally set the deposition for March 28, 2017. Oracle has informed OFCCP it is unavailable for a deposition on that date and will work with OFCCP to schedule a mutually convenient date.

2. Nothing contained in the following objections constitutes or shall be construed as an admission or acknowledgment that the Matters Designated for Deposition Testimony ("Topics") in the Notice or any testimony elicited thereunder is relevant, material, or admissible at trial.

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SPECIFIC OBJECTIONS TO DEFINITIONS AND TOPICS

DEFINITION 1:

Except as otherwise defined or broadened in this notice of deposition, Plaintiff incorporates by reference the definitions set forth in Fed. R. Civ. P. 26 and 30.

OBJECTION TO DEFINITION 1:

Oracle objects to OFCCP's efforts to expand the obligations and definitions set forth in the Federal Rules of Civil Procedure. Furthermore, Oracle objects to producing a person or persons "most knowledgeable regarding the matters designated" by OFCCP, as Oracle has no obligation to do so under the applicable rules. Witnesses produced in response to the Notice will, subject to Oracle's objections, testify in accordance with Oracle's obligations under Rule 30(b)(6) of the Federal Rules of Civil Procedure.

DEFINITION 2:

"Affected Employees" refers to any employee identified in paragraphs ¶¶ 7-10 in the Amended Complaint (*i.e.*, employees in the Information Technology, Product Development, and Support lines of business and employees in the Professional Technical 1, Individual Contributor job group).

OBJECTION TO DEFINITION 2:

Oracle objects to this definition as including the phrases "Affected" and "any employee identified," which render the definition unintelligible, vague, ambiguous, overbroad, compound, unduly burdensome, conclusory and oppressive. Oracle further objects that by incorporating paragraphs ¶¶ 7-10 in the Amended Complaint, the definition is overbroad as to time frame. The definition is also objectionable to the extent "Affected Employees" includes the comparable males, comparable Whites, and Asian Applicants that the Amended Complaint does not allege were "Affected." Furthermore, because OFCCP has failed to specifically identify the "Affected Employees," the employees allegedly discriminated against, and the employees used as comparators, Oracle is not in a position to speculate as to the meaning of the term.

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DEFINITION 3:

“Payroll Records” means all documents kept for the purpose of identifying the wages or any other compensation owed to Oracle employees.

OBJECTION TO DEFINITION 3:

Oracle objects to this definition as including the phrases “kept,” “purpose of identifying,” “other compensation,” and “owed,” which render the definition vague, ambiguous, overbroad, compound, unduly burdensome, conclusory and oppressive. Oracle further objects to this definition to the extent it requests information regarding “Oracle employees” that is wholly irrelevant to the discriminatory conduct allegedly engaged in at Oracle’s Redwood Shores, CA, location. Oracle further objects to this definition on the ground that it invades the privacy rights of individuals who are not a party to this action.

DEFINITION 4:

“Personnel Record” or “Personnel File” means all documents kept by Oracle that refer to a particular employee, including but not limited to all of the following: personnel records; discipline records; internal or confidential documents referring to such employee; and other documents kept by Oracle that have been used or may have affected a particular employee’s qualifications for, eligibility for, subjection to, receipt of, or receipt of an offer of employment, promotion, transfer, additional compensation, termination, or disciplinary action.

OBJECTION TO DEFINITION 4:

Oracle objects to this definition as including the phrases “kept,” “particular employee,” “including but not limited to,” and “may have” render the definition vague, ambiguous, overbroad, unduly burdensome and oppressive. Likewise, the term “all documents” renders the definition completely overbroad. Oracle further objects to this definition as compound. Oracle further objects to this definition to the extent it requests information regarding Oracle employees at other locations not at issue in the Amended Complaint and that are wholly irrelevant to the discriminatory conduct allegedly engaged in at Oracle’s Redwood Shores, CA, location. Oracle further objects to this definition on the ground that it invades the privacy rights of individuals

who are not a party to this action.

DEFINITION 5:

The terms "including" and "includes" shall mean "including, but not limited to" or the grammatical equivalent, and shall not be construed to exclude items not listed.

DEFINITION 6:

For purposes of the subjects below, the relevant time period is from January 1, 2013 through the present.

OBJECTION TO DEFINITION 6:

Oracle objects to this definition as including the term "present," which renders the phrase vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing testimony not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this definition on the basis that it is overbroad. As to topics related to OFCCP's recruiting and hiring claim, Oracle's witnesses will be prepared to testify regarding the relevant time period of January 1, 2013 through June 30, 2014. As to topics related to OFCCP's compensation claims, Oracle's witnesses will be prepared to testify regarding the relevant time period of January 1, 2014 through December 31, 2014.

MATTERS DESIGNATED FOR DEPOSITION TESTIMONY

TOPIC 1:

Oracle's databases containing information about Affected Employees, including Affected Employees' Payroll Records and Personnel Files. In addition to being able to testify generally about such databases, any person or set of persons Oracle designates as being the most knowledgeable about such databases must also provide testimony on the specific matters below:

- a. the purpose of the databases;
- b. the identity, by job title or other general description, of individuals who use the databases;
- c. the content of the database, including the fields used in the databases and any changes to the content during the relevant period;

- d. the manner in which data is entered into the databases;
- e. the types of reports that can be generated from the databases;
- f. the process by which data can be exported from the databases;
- g. any relationships (e.g., whether data stored in one database is used by another) among the databases; and,
- h. the extraction of data from the databases and creation of Excel Spreadsheets provided to OFCCP in response to data requests.

OBJECTION TO TOPIC 1:

Oracle incorporates by reference its Specific Objections to Definitions set forth above. Oracle further objects to this topic to the extent the discovery sought is obtainable from some other source that is more convenient, less burdensome, or less expensive, including declarations and documents to be produced. Oracle further objects to this topic on the grounds that it is compound, and lacks the requisite specificity and is vague and ambiguous, including but not limited to the terms “databases,” “use[d],” “content,” “reports,” “generated,” “exported,” “relationships,” and “extraction.” Oracle further objects to this topic on the grounds that it is vague, overbroad (including, but not limited to, as to time frame), and disproportional to the needs of the case in so far as it seeks information related to all “databases containing information on Affected Employees.” Likewise, the request to provide testimony regarding the content of the database, including changes to the content is overbroad and unduly burdensome. Oracle further objects to this topic on the grounds that it seeks confidential information, and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this topic to the extent it seeks confidential, trade secret and/or proprietary business information and so will produce witnesses on the non-objectionable portions of this topic after entering into an appropriate stipulated protective order.

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TOPIC 2:

Oracle's databases containing information about individuals expressing interest in, recruited for, or applying for positions held by Affected Employees (*e.g.*, Recruitment and Taleo). In addition to being able to testify generally about such databases, any person or set of persons Oracle designates as being the most knowledgeable about such databases must also provide testimony on the specific matters below:

- a. the purpose of the databases;
- b. the identity, by job title or other general description, of individuals who use the databases;
- c. the content of the database, including the fields used in the databases and any changes to the content during the relevant period;
- d. the manner in which data is entered into the databases;
- e. the types of reports that can be generated from the databases;
- f. the process by which data can be exported from the databases;
- g. any relationships (*e.g.*, whether data stored in one database is used by another) among the databases; and,
- h. the extraction of data from the databases and creation of Excel Spreadsheets provided to OFCCP in response to data requests.

OBJECTION TO TOPIC 2:

Oracle incorporates by reference its Specific Objections to Definitions set forth above. Oracle further objects to this topic to the extent the discovery sought is obtainable from some other source that is more convenient, less burdensome, or less expensive, including declarations and documents to be produced. Oracle further objects to this topic on the grounds that it is compound, and lacks the requisite specificity and is vague and ambiguous, including but not limited to the terms "databases," "expressing interest," "Recruitment," "use[d]," "content," "reports," "generated," "exported," "relationships," and "extraction." Oracle further objects to this topic on the grounds that it is vague, overbroad (including, but not limited to, as to time

frame), and disproportionate to the needs of the case insofar as it seeks information related to all “individuals expressing interest in, recruited for, or applying for positions held by Affected Employees,” where the Amended Complaint only alleges recruiting and hiring violations in Paragraph 10, not Paragraphs 7 through 10. Oracle also objects to this topic as it seeks information that is disproportionate to the needs of the case, e.g., information outside of the relevant time period (January 1, 2013 to June 30, 2014) and for jobs outside the PT1 job group at the Redwood Shores, CA location. Likewise, the request to provide testimony regarding the content of the database, including changes to the content is overbroad and unduly burdensome. Oracle further objects to this topic on the grounds that it seeks confidential information, and invades the privacy rights of individuals who are not a party to this action. Oracle further objects to this topic to the extent it seeks confidential, trade secret and/or proprietary business information and so will produce witnesses on the non-objectionable portions of this topic after entering into an appropriate stipulated protective order.

TOPIC 3:

The e-mail system Oracle uses at its Redwood Shores facility (including back-ups) and how material can be retrieved from that system.

OBJECTION TO TOPIC 3:

Oracle incorporates by reference its Specific Objections to Definitions set forth above. Oracle further objects to this topic on the grounds that it lacks the requisite specificity and is vague and ambiguous, including but not limited to the terms “back-ups” and “retrieved.” Oracle further objects to this topic on the ground that it is compound and overbroad (including, but not limited to, as to time frame). Oracle further objects to this topic to the extent it seeks confidential, trade secret and/or proprietary business information and so will produce witnesses on the non-objectionable portions of this topic after entering into an appropriate stipulated protective order.

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TOPIC 4:

Oracle's policies and practices regarding document retention and/or destruction and computer-based record-keeping.

OBJECTION TO TOPIC 4:

Oracle incorporates by reference its Specific Objections to Definitions set forth above. Oracle further objects to this topic on the grounds that it lacks the requisite specificity and is vague and ambiguous, including but not limited to the terms "document retention," "destruction," "computer-based," and "record-keeping." Oracle further objects to this topic on the ground that it is vague, overbroad (including, but not limited to, as to time frame), and disproportionate to the needs of the case in so far as it seeks information on policies and practices not related to the Product Development, Support and Information Technology job functions from January 1, 2013 to December 31, 2014 at the Redwood Shores, CA location. Oracle further objects to this topic to the extent it seeks confidential, trade secret and/or proprietary business information and so will produce witnesses on the non-objectionable portions of this topic after entering into an appropriate stipulated protective order.

TOPIC 5:

For information Oracle claimed or claims is not in any electronic database or cannot be easily extracted into an Excel spreadsheet or other electronic format (including, but not limited to: college(s) employees and applicants attended, educational degree(s) attained, prior salary, years of prior work experience, resumes, etc.):

- a. all locations where these records are stored;
- b. all formats these records are stored in to include native formats;
- c. The process required for Oracle to put these records into a digital format;
- d. The process necessary for Oracle to create spreadsheets or other lists containing such information;
- e. the cost to Oracle to individually or collectively put these records into a digital database and /or excel spreadsheets; the time it would take Oracle

to individually or collectively put these records into a digital database and /or excel spreadsheets; and

- f. any analysis of the costs that Oracle conducted regarding data and information that OFCCP requested.

OBJECTION TO TOPIC 5:

Oracle incorporates by reference its Specific Objections to Definitions set forth above. Oracle further objects to this topic to the extent the discovery sought is obtainable from some other source that is more convenient, less burdensome, or less expensive, including declarations and documents to be produced. Oracle further objects to this topic on the grounds that it lacks the requisite specificity and is vague and ambiguous, including but not limited to the terms "claimed or claims," "databases," "electronic format," "including, but not limited to," "process," "digital format," "cost," "digital database," and "analysis." Moreover, without further specificity as to the purported information to which OFCCP is referring, the topic as stated is unintelligible, and Oracle is not in a position to speculate as to its meaning. Additionally, subparts (e) and (f) as stated appear to require Oracle to undergo some type of cost assessment or analysis of costs that is beyond the scope of 41 C.F.R. § 60-30.11 and Fed. R. Civ. P. 30(b)(6). Oracle further objects to this topic to the extent that it is vague, overbroad, and disproportional to the needs of the case in so far as it seeks information related to all "databases containing information on Affected Employees." Likewise, the request to provide testimony regarding the content of the database, including changes to the content is overbroad and unduly burdensome. Oracle further objects to this topic to the extent it seeks confidential, trade secret and/or proprietary business information. Oracle further objects to this topic on the grounds that it seeks confidential information, and invades the privacy rights of individuals who are not a party to this action.

Oracle further specifically objects to subpart (e) as harassing and burdensome insofar as it requests testimony regarding costs not already ascertained or reasonably available to Oracle.

Oracle further specifically objects to subpart (f) as harassing and burdensome insofar as it requests testimony regarding analyses that Oracle has not performed and that are not reasonably

available.

Based on the objections asserted herein, Oracle is unable to provide any witness to testify on Topic 5.

March 9, 2017

GARY R. SINISCALCO
ERIN M. CONNELL



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econnell@orrick.com
Attorneys For Defendant
ORACLE AMERICA, INC.

PROOF OF SERVICE BY ELECTRONIC MAIL

I am more than eighteen years old and not a party to this action. My business address is Orrick, Herrington & Sutcliffe LLP, The Orrick Building, 405 Howard Street, San Francisco, California 94105-2669. My electronic service address is econnell@orrick.com.

On March 9, 2017, I served the interested parties in this action with the following document(s):

ORACLE'S OBJECTIONS TO NOTICE OF DEPOSITION

by serving true copies of these documents via electronic mail in Adobe PDF format the documents listed above to the electronic addresses set forth below:

Marc A. Pilotin (pilotin.marc.a@dol.gov)
Laura Bremer (Bremer.Laura@dol.gov)
Ian Eliasoph (eliasoph.ian@dol.gov)
Jeremiah Miller (miller.jeremiah@dol.gov)
U.S. Department of Labor, Office of the Solicitor, Region IX – San Francisco
90 Seventh Street, Suite 3-700
San Francisco, CA 94103
Telephone: (415) 625-7769
Fax: (415) 625-7772

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 9, 2017, at San Francisco, California.

Erin M. Connell



EXHIBIT 11

U.S. Department of Labor

Office of the Solicitor
90 7th Street, Suite 3-700
San Francisco, California 94103
Tel: (415) 625-7757
Fax: (415) 625-7772



March 22, 2017

VIA E-MAIL

Erin M. Connell
ORRICK, HERRINGTON & SUTCLIFFE LLP
405 Howard Street
San Francisco, CA 94105-2669

Re: OFCCP v. Oracle America, Inc., OALJ Case No. 2017-OFC-00006

Dear Erin:

This letter follows our meet and confer discussion on March 15, 2017 regarding the 30(b)(6) deposition that OFCCP noticed on March 2, 2017, and to which Oracle served objections on March 9, 2017. During our call, you agreed to let us know who will testify regarding the deposition topics this week, as well as their availability for depositions during the first week of April, and will respond to our offer to attempt to obtain the information more informally (as offered in my letter to you dated March 2, 2017).

Location of Deposition

You mentioned that we could discuss location of the deposition later. It is our position that the deposition should take place at the location in the notice--the Federal Building in San Francisco. The parties agree that San Francisco is the proper location for the case, and Oracle's principal place of business is within this jurisdiction, as well as the attorneys handling the case for both Oracle and OFCCP.

Oracle's Proposed Protective Order

During our conversation, we discussed Oracle's request for a protective order based on its objections that topics 1, 2, and 5 seek "confidential information, and invades the privacy rights of individuals who are not a party to this action," and that topics 1-5 seek "confidential, trade secret and/or proprietary business information." I stated that OFCCP would not agree to a protective order, since a protective order is unnecessary in light of statutory protections. Nevertheless, at your request, we agreed to review the draft protective order that you sent to us on March 15.

After our review, our position remains the same. Confidential information and documents produced to OFCCP, as well as documents filed with the Office of Administrative

Law Judges, are already protected by the Privacy Act and FOIA. Thus, a protective order is not necessary in this case.

Even if Oracle continues to assert that a protective order should be issued in this case, the absence of a protective order should not delay the deposition. First, as we discussed during our telephone call, OFCCP is not asking for information about how Oracle's systems are coded, which Oracle could argue is a trade secret. Rather, the deposition topics relate generally to Oracle's storage of electronic information and its ability to produce such information. The deposition is not seeking highly confidential information, and to the extent any confidential or private information is revealed, it will be protected by FOIA and the Privacy Act. Second, Oracle did not bring a motion for a protective order when it received the deposition notice on March 2. Oracle's objections are insufficient to stop the deposition.

Deposition Topics

During our telephone call, when we discussed the type of people Oracle is interviewing, you suggested that Oracle would not be producing someone with knowledge of Oracle's production to OFCCP. Reviewing the topics again, they clearly request production of a person with knowledge of "the extraction of data from the databases and creation of Excel Spreadsheets provided to OFCCP in response to data requests" in connection with both Payroll Records and Personnel Files and Recruitment and Taleo Files. (Topic 1(h), Topic 2(h).) These topics clearly call for the testimony of the person most knowledgeable about how the data was exported from Oracle's databases and put into Excel spreadsheets for production to OFCCP in response to OFCCP's data requests.

Furthermore, Topic 5 requests testimony by the person most knowledgeable about Oracle's systems and databases for maintaining information and/or data that OFCCP requested during the compliance review that Oracle did not produce electronically. As Topic 5 indicates, Oracle never produced certain data OFCCP requested during the compliance review, including data regarding "college(s) employees and applicants attended, educational degree(s) attained, prior salary, years of prior work experience, resumes." Oracle's objection that this request is unintelligible, and that common words, such as "database," are vague rings hollow. Of course, we are willing to answer questions you have about this request, if you seek to clarify the request. Generally, OFCCP requests that Oracle produce a person knowledgeable about where all relevant information is stored, including the information sought by OFCCP during the compliance review, and methods of extracting (or exporting) the data to create Excel spreadsheets or other electronic formats for production. OFCCP is entitled to seek testimony from Oracle about its systems for maintaining information relevant to this case (and the compliance review) that Oracle has not produced.

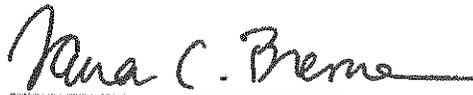
As to sub-topics (e) and (f) of Topic 5, to the extent that Oracle claims that producing certain data in electronic format would be burdensome and costly, OFCCP is entitled to seek the basis for Oracle's claims, which sub-topic (e) requests. Sub-topic (f) only seeks "any analysis of costs that Oracle conducted," so to the extent that Oracle has not conducted an analysis of costs, the topic does not require Oracle to do so. Please produce a person most knowledgeable with

respect to Topic 5. If Oracle fails to produce a deponent on all of the topics listed, OFCCP will move to compel the testimony, and will seek sanctions.

Scope of Deposition

Finally, we discussed during our call Oracle's statement that its witnesses would only "be prepared to testify regarding the relevant time period of January 1, 2013 through June 30, 2014" regarding the recruiting and hiring claim and regarding 2014 for the compensation claim. The relevant time period is the period alleged in the Amended Complaint: 2013 through the present. You agreed to let us know this week whether you will limit the deposition to this time period, including whether Oracle intends to instruct witnesses not to answer questions outside the narrow time period specified in its objection. If Oracle's witness(es) do not testify regarding the entire period at issue, OFCCP will move to compel and will seek to recall deponent(s) to testify regarding the entire time period alleged in the Amended Complaint, at Oracle's expense.

Sincerely,



Laura C. Bremer
Senior Trial Attorney



EXHIBIT 12



March 23, 2017

Laura C. Bremer
Senior Trial Attorney
U.S. Department of Labor
90 Seventh Street, Suite 3-700
San Francisco, CA 94103

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Erin Connell

E econnell@orrick.com
D (415) 773-5969
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Re: *OFCCP v. Oracle America, Inc.*
OALJ Case No. 2017-OFC-00006

Dear Laura:

I write in response to your letter dated March 22 regarding OFCCP's 30(b)(6) deposition notice, OFCCP's position with respect to a protective order, and the time frame relevant to discovery in this case. While this letter addresses the broader, over-arching issues you raise in your letter, you will receive a follow up letter specifically addressing the arguments you raise regarding Topic 5 early next week.

As an initial matter, your summary of our meet and confer call on March 15 is incorrect. I did not agree on that call to let you know the identity of Oracle's potential witnesses this week. Instead, I explained that we hoped to have determined the identity of the witnesses by this week, and I would get back to you regarding scheduling and your proposed alternative process, as described in your March 2 letter. I can now confirm that Oracle declines to engage in any alternative process. Rather, if OFCCP wishes to question Oracle witnesses on the topics outlined in OFCCP's deposition notice, it will need to do so via deposition.

With respect to scheduling, because of the broad, vague and compound manner in which OFCCP has defined its topics, including eight additional sub-topics that fall under both Topics 1 and 2, identifying the appropriate witnesses has been challenging and time consuming. Nevertheless, we diligently have conducted several interviews and are continuing to work towards identifying the appropriate witnesses. At present, we believe we have done so for most aspects of Topics 1 - 4. As I indicated on last week's call, we anticipate designating multiple witnesses for at least Topics 1 and 2. And, while we anticipate agreeing to hold the 30(b)(6) depositions in San Francisco (barring any particular circumstances impacting a witness' ability to travel), as I mentioned on our call, some of the witnesses are not local. They reside at various locations both within and outside California, including on the East Coast. Additionally, they will need to be prepared for their testimony. Particularly because of the travel involved for these depositions, and in light of other scheduling conflicts, the depositions cannot go forward during the first week of April, as you have requested.



Laura C. Bremer
March 23, 2017
Page 2

More broadly, OFCCP's refusal to enter into a protective order in this case is a problem. You state in your letter that a protective order is "not necessary" because confidential information produced by Oracle would be protected by the Privacy Act and FOIA. You do not explain, however, how these acts purport to protect Oracle's confidential information. Obviously, Oracle takes protection of its confidential information seriously, and disagrees with OFCCP's assessment of the protections afforded by the acts to which you cite. Oracle further disagrees that the multiple compound depositions topics listed in OFCCP's deposition notice will not encompass or elicit testimony that Oracle deems confidential. Accordingly, without further explanation and assurances from OFCCP as to how and why a protective order is "not necessary," Oracle will not produce any deposition witnesses for questioning by OFCCP.

Finally, the parties plainly have a dispute regarding the appropriate time frame governing this case. Specifically with respect to these depositions, it has a material impact on the scope of the testimony, and potentially the identity of the witnesses. As you know, Oracle claims the "relevant time frame" encompasses a maximum of 18 months. OFCCP claims it spans more than four years. If OFCCP is correct, the identity and number of witnesses may change. For purposes of framing both discovery and the scope of the litigation generally, the relevant time frame is a threshold issue. It makes no sense to move forward with depositions, particularly for witnesses who reside out of state and will need to travel, when this threshold issue remains in dispute.

Accordingly, before any depositions in this matter can go forward, the parties must either come to an agreement regarding a protective order and the relevant time frame, or an ALJ must resolve these disputes.

Sincerely,

A handwritten signature in cursive script that reads "Erin Connell".

Erin M. Connell

cc: Gary R. Siniscalco



EXHIBIT 13

U.S. Department of Labor

Office of the Solicitor
90 7th Street, Suite 3-700
San Francisco, California 94103



In reply, refer to:

Norman E. Garcia
(415) 625-7747

March 27, 2017

VIA ELECTRONIC MAIL

Gary R. Siniscalco
Erin M. Connell
Orrick Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105-2669
grsiniscalco@orrick.com
econnell@orrick.com

Re: *OFCCP v. Oracle America, Inc.*, Case No. 2017-OFC-00006,
Meet and Confer Letter

Counsel:

I am writing to meet and confer about Oracle's responses to OFCCP's first and second sets of document production requests. Many of Oracle's responses and objections are contravened by case law or are insufficient. To avoid OFCCP seeking the Court's assistance to correct these deficiencies, we request that Oracle produce all responsive documents not later than April 6, 2017.

Oracle's Time and Scope Limitations Are Improper

Time Limitation

Oracle places an improper temporal limitation on its production by objecting to production of documents outside the period from January 1, 2013 through June 30, 2014, related to OFCCP's recruiting and hiring claims, and objecting to the production outside the period from January 1, 2014 to December 31, 2014, with respect to the compensation claims.

The Amended Complaint expressly alleges compensation violations "from 2013 going forward to the present." *See* Amended Complaint ¶¶ 7-9. Moreover, the hiring allegations pertain to the period "beginning from at least January 1, 2013, and on information and belief, going forward to the present." As such, the proper scope for discovery on the compensation and hiring claims is from January 1, 2013 to present.

Established case law makes clear that placing limits on a production relevant to a continuing violation is unlawful by operation of Executive Order 11246. In *OFCCP v. Uniroyal, Inc.*, the Secretary of Labor affirmed an ALJ's order to produce information from outside the review period over Uniroyal, Inc.'s objection that OFCCP was limited to the review period. *OFCCP v. Uniroyal, Inc.*, 77-OFCCP 1, at 10 (Sec'y June 28, 1979). It found that the Executive Order "contains no time limits on the periods that the Government can engage in discovery, so long as the discovery is related to the contractor's compliance with the Executive Order." *Id.* Uniroyal's challenge to the Secretary's Order affirming sanctions for failing to comply with the ALJ's discovery order failed in district court. The district court for the District of Columbia reasoned that "[t]he documents sought by the government from Uniroyal went to the heart of the matters pending before the Administrative Law Judge" *i.e.*, the matters alleged in the Complaint. *Uniroyal, Inc. v. Marshall*, 482 F. Supp. 364, 374 (D.D.C. 1979) *appeal dismissed* 22 Empl. Prac. Dec. P 30,889 (D.C. Cir. 1980).

The Administrative Review Board recently affirmed this principle in *OFCCP v. Bank of America*, ARB Case No. 13-099, 2016 WL 2892921 (Apr. 16, 2016). The three members of the panel each wrote separate opinions regarding Bank of America's liability for violations alleged by OFCCP arising 5-8 years after the administrative complaint was first filed. These violations were identified based on discovery that was ordered over Bank of America's objection to the time period. While the panel split on liability, it was united in permitting OFCCP to learn about those violations through discovery initiated more than ten years after the scheduling order and five years after the complaint was filed. Two members on the panel specifically agreed that OFCCP was entitled to discovery up to the present with respect to the violations asserted in the complaint and the third member concurred by ruling on the merits over Bank of America's procedural objection. *Id.* at *12, *23-*25.

This holding is consistent with a number of other ALJ decisions. *See, e.g., OFCCP v. JBS USA Holdings, Inc.*, 2015-OFC-1, at *5 (ALJ, Apr. 22, 2016) (rejecting a contractor's argument that information and documents falling outside of OFCCP's compliance review period were not discoverable); *OFCCP v. Volvo GM Heavy Truck Corp.*, 1996-OFC-2, at *3 (ALJ, April 27, 1998) (rejecting the defendant's argument that OFCCP was not entitled to discovery after the review period because the agency had 'made no investigations or findings and did not conciliate for periods after [the review period].').

As in the cases cited above, the subject matter of this proceeding involves violations of compensation and hiring discrimination that began prior to the periods of time for which Oracle has improperly sought to limit its responses and which are continuing.¹ The information and documents related to Oracle's compensation discrimination and hiring beginning in 2013 are relevant to OFCCP's claims of ongoing discrimination. This discovery is also relevant to the remedies that OFCCP may seek, including back pay on behalf of the affected applicants and

¹ We note that the 2013 information was within OFCCP's review period and OFCCP repeatedly asked for documents pertaining to this period that were improperly withheld by Oracle. Oracle cannot rely on its prior misconduct with respect to withholding documents to justify its current misconduct in this regard.

injunctive relief to enjoin Oracle from continuing to engage in its discriminatory practices. Oracle cannot deny OFCCP access to information other than a limited time frame during the compliance review, then claim in an enforcement proceeding that OFCCP cannot seek information during discovery beyond that narrow time frame.

Scope Limitation

Oracle also places an improper scope limitation on its production by stating that its production will only include certain jobs groups and job functions which differ from those included the allegations made in the Amended Complaint and in OFCCP's requests for production.

For example, in the preliminary statements included in both sets of responses, Oracle states that its responses and production pertaining to the recruiting and hiring claims will relate only to positions in the PT1 job group at Oracle's Redwood Shores, CA, location. Likewise, its objections to definitions included in both sets of requests narrow its production.

Oracle has no basis for narrowing the production in terms of job category and job function because all documents requested are relevant. Further, this narrowing will necessarily lead to a deficient production. For example, in the first set of requests, Document Request No. 2. asks for documents related to "positions in the Professional Technical I, Individual Contributor ("PT1") job group or *Product Development line of business during the RELEVANT TIME PERIOD.*" (Emphasis added). Similarly, Document Request No. 21 requests "all documents and communications relating to efforts to recruit internationally for *any PT1 job group positions and all positions within the Product Development line of business during the RELEVANT TIME PERIOD.*" By only producing material related to the PT1 job group, material relevant to the product development line of business is excluded. Finally, this limitation constitutes a change in discovery parameters to which OFCCP did not agree. In light of this, Oracle's time and scope limitations set forth in its responses are impermissible and documents subject to these arbitrary limitations must be produced.

Oracle Has Waived Its Opportunity to Seek a Protective Order

Oracle cannot use a protective order to withhold documents since it failed to timely file a motion seeking one. It is well settled that a motion for a protective order must be filed prior to the discovery due date. *Sheets v. Caliber Home Loans, Inc.*, 2015 WL 7756156, * 4 (N.D. W.Va. 2015) ("a '[m]otion[] for a protective order must be made before or on the date the discovery [response] is due"); *Barten v. State Farm Mut. Auto. Ins. Co.*, 2014 WL 348215, * 1-2 (D. AZ 2014) (District Court affirmed a Magistrate Judge's ruling that "a motion for a protective order is untimely if it is requested after the deadline for producing discovery."); *Hayes v. Liberty Mut. Group Inc.*, 2012 WL 1564697, *6 n.2 (E.D. Mich. 2012) ("Motions for a protective order must be made before or on the date the discovery is due."); *U.S. v. International Business Machines Corp.*, 79 F.R.D. 412, 414 (S.D.N.Y. 1978); (Memorex's claim for a protective order must be denied as untimely. The court has stated, ' . . . motions under Rule 26(c) must be served before the date set for production' citing to *United States v. International Business Machines Corporation*, 70 F.R.D. 700, 701 (S.D.N.Y. 1976)."); *see also Seminara v. City of Long Beach*,

68 F.3d 481, *4 (9th Cir. 1995) (unpublished) (stating there is an implicit requirement that the protective order motion must be made prior to the date set for the discovery). Thus, Oracle missed its chance for a protective order and must immediately produce all documents that it is withholding based on it waiting for one to be put in place.

Moreover, Oracle has not articulated specific grounds and good cause sufficient to justify the protective order. Indeed, the Ninth Circuit has stated that motions for protective orders must show precisely how prejudice or harm will result in the absence of an order. *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1130 (9th Cir. 2003); *see also* Rule 26(c) Fed. R. Civ. P. (requiring good cause be shown for a protective order.). Additionally, facts alleged in support of the motion must be particular and specific, as opposed to stereotyped and conclusory. *See, e.g., Welsh v. City and County of San Francisco*, 887 F. Supp. 1293, 1297 (N.D. Cal. 1995) (motion unsubstantiated by specific examples or articulated reasoning denied); *see also General Dynamics Corp. v. Selb Mfg. Co.*, 481 F.2d 1204, 1212 (8th Cir. 1973), *cert. denied*, 414 U.S. 1162 (1974) (articulating the specific demonstration of fact principle).

Further, a protective order is not necessary in this case, where the government seeks documents for a matter pending before a governmental agency. In this government setting, FOIA and the Privacy Act provide protections from public disclosure for documents that contain trade secrets, confidential, privileged, and private information.

Oracle Improperly Restricted Document Production in Reliance on Artificial, Incomplete and Hidden Search Terms

Oracle's objections reveal that it used artificial, hidden and/or incomplete document search parameters in identifying responsive documents. The governing procedural rules require Oracle to produce relevant and responsive documents that are not privileged. 41 C.F.R. § 60-30.10; Rule 26(b)(1) Fed. R. Civ. P. Oracle avoids this obligation by repeatedly limiting its production to unspecified search terms instead of producing all of the responsive documents. This artificial screening enables Oracle to produce less than what is required and to state that it has no specific documents for several requests, even where the veracity of such claim seems implausible.

For example, Document Request No. 3 in the first set of requests sought documents "sufficient to identify any and all PERSON(S), by name and job title, involved in determining YOUR budget for PERSONNEL costs." Document Request No. 4 in the same set of requests sought documents "sufficient to identify any and all PERSON(S), by name and job title, involved in determining how, once established, funds allocated in YOUR PERSONNEL budget are distributed" to three lines of business cited by name. In response to these requests, Oracle stated "After conducting a reasonably diligent search, Oracle does not have responsive documents in its possession, custody and control." It seems unlikely that there is not a single document, chart, spreadsheet, report, e-mail, memo, electronic record, etc. denoting who was involved in determining Oracle's personnel budget costs and the distribution of such costs to three lines of business. It appears Oracle's reliance on hidden, artificial and/or incomplete search terms likely resulted in Oracle's improperly withholding responsive documents, which must now be produced.

Objections Based on a Trade Secrets or Confidentiality Are Baseless

In its responses to the second set of requests, Oracle repeatedly objects that it will not disclose material to the extent the information sought is confidential, trade secret, and/or proprietary business information. These objections provide no basis for Oracle to withhold documents. OFCCP asks for information squarely related to the allegations in its Amended Complaint. This includes materials that shed light on Oracle's practices, policies, and procedures relevant to: (1) hiring, *see, e.g.*, Document Request Nos. 34-40, (2) data retention, *see, e.g.*, Document Request No. 50, (3) performance evaluations, *see, e.g.*, Document Request No. 52, (4) assignment of personnel to certain salary codes, grades, and job titles, *see e.g.*, Document Request No. 54, and (5) compensation, *see, e.g.*, Document Request Nos. 55- 56. Therefore, Oracle must release the requested information.

Unlawful Withholding of the Pay Equity Analysis

Oracle's refusal on privilege grounds to provide OFCCP its pay equity analyses required by 41 C.F.R. § 60-2.17 is improper. *See* Response to Document Request No. 71. Because the analyses are a mandatory component of the AAPs Oracle agreed to conduct as a federal contractor, OFCCP is entitled to review the analyses, irrespective of who was involved in its creation. *See* 41 C.F.R. § 60-2.17(b) ("The contractor *must* develop and execute action-oriented programs designed to correct any problem areas identified pursuant to § 60-2.17(b) and to attain established goals and objectives.") (Emphasis added.) Indeed, courts have repeatedly held that a party cannot cloak in privilege documents required by regulation. Such privileges include the attorney work product doctrine, *see, e.g., United States v. Richey*, 632 F.3d 559, 568 (9th Cir. 2011) (Court held that the work product doctrine did not apply to appraisal documents that Richey created to comply with the law); *National Union Fire Ins. v. Murray Sheet Metal*, 967 F.2d 980, 984 (4th Cir. 1992) (Materials prepared "pursuant to regulatory requirements or for other non-litigation purposes are not documents prepared in anticipation of litigation within the meaning of Rule 26(b)(3)"), and the attorney-client privilege, *see, e.g., Jewell v. Polar Tankers Inc.*, 2010 WL 1460165, * 2 (N.D. CA 2010) ("[T]he mere submission of a report to an attorney for review does not render the communication privileged.") (internal citation omitted). In light of these well-settled principles, Oracle must produce the analyses.

Vague and Ambiguous Objections Are Not Sustainable

Oracle also asserts groundless vague and ambiguous objections. For example, Oracle characterizes commonplace words and phrases, such as "you," "present," "orally," "each," "sufficient to identify," "communications with," "all domestic colleges and universities," "recruit," "applications," etc. as vague and ambiguous. Additionally, Oracle does not identify how these terms are allegedly vague and ambiguous. Either of these problems, by itself, is sufficient to overrule these objections.

Longstanding case law provides that vague and ambiguous objections must actually be predicated on something that is vague or ambiguous. *See, e.g., Chatman v. Felkner*, 2009 WL 173515, *6 (E.D. Cal. 2009) ("When a party objects that an interrogatory is vague and ambiguous, he bears the burden of demonstrating such ambiguity or vagueness.") (internal

citation omitted). Indeed, Oracle is not supposed to strain to find something vague and ambiguous; rather, it must apply commonsense to give the ordinary and plain meaning to words. See, e.g., *Johnson v. Cate*, 2014 WL 1419816, *2 (E.D. Cal 2014) (citing other authority for the proposition that an objection on the grounds of vagueness and ambiguity would be overruled if a party applied reason and common sense to attribute ordinary definitions to terms and phrases.); *Reinsdorf v. Skechers U.S.A., Inc.*, 2013 WL 12116416, * 9 (C.D. Cal. 2013) (“Parties have ‘an obligation to construe ... discovery requests in a reasonable manner’ ... rather than strain to find ambiguity.”); *Santana Row Hotel Partners, L.P. v. Zurich Am. Ins. Co.*, 2007 WL 1168677, *3 (N.D. Cal. 2007) (“Respondents should exercise reason and common sense to attribute ordinary definitions to terms and phrases utilized in interrogatories.”). Given this, documents being withheld on these grounds must also be produced.

Oracle Failed to Identify If It Will Be Producing Documents to Four Requests

In both sets of responses, Oracle objects without indicating whether it would be producing any documents in response to the requests. In its first set of responses, it does this for four requests: 8, 27-29. More egregiously, in its second set of responses, it does this for forty-seven of the sixty-two requests.

Oracle needs to identify if it will be producing documents in response to these requests. To the extent it is withholding documents on the basis of the improper objections discussed above, Oracle must produce these documents. It must also, where privilege is claimed, produce a privilege log.

Please ensure that Oracle complies as requested by April 6, 2017. If Oracle refuses to provide the documents OFCCP is entitled to, OFCCP will take the appropriate action, which may include filing a motion to compel.

Sincerely,

JANET HEROLD
Regional Solicitor

By: /s/ Norman E. Garcia
NORMAN E. GARCIA
Senior Trial Attorney

KIMBERLY A. ROBINSON
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EXHIBIT 14



April 5, 2017

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Re: *OFCCP v. Oracle America, Inc.*
OALJ Case No. 2017-OFC-00006

Mr. Garcia:

We write in response to your letter dated March 27, 2017 regarding Oracle's responses to OFCCP's first and second sets of requests for production of documents. This letter addresses OFCCP's contentions that further responses and documents are required. At the outset, Oracle takes issue with OFCCP's demand that it produce all responsive documents by April 6, 2017. OFCCP's requests are unduly broad, include vague and ambiguous terms, and require burdensome efforts on Oracle's part to collect, review, process, and produce relevant and responsive documents. Oracle will produce documents on a rolling basis and subject to entry of a stipulated protective order – or resolution of the issue if OFCCP continues to maintain the position that one is unnecessary.

Appropriate Time Frame

Oracle properly limited the scope of production to the relevant time periods at issue – January 1, 2013 through June 30, 2014 related to OFCCP's recruiting and hiring claims; and January 1, 2014 through December 31, 2014 related to OFCCP's compensation claims.

OFCCP cannot prosecute allegations beyond the scope of its pre-suit investigation, and thus discovery outside the relevant period of the investigation is irrelevant and improper. In particular, OFCCP has significant enforcement prerequisites prior to filing an enforcement action, including requiring it to select contractors in a manner meeting Fourth Amendment requirements (*Bank of Am. v. Solis*, No. CV 09-2009 (EGS), 2014 WL 4661287, at *1-4 (D.D.C. July 2, 2014)) and audit them under color of regulatory authority (41 C.F.R. § 60-1.20). The Agency's investigations must proceed pursuant to its Federal Contract Compliance Manual ("FCCM") and the requirement that it engage in pre-suit duties, such as having reasonable cause to issue a Show Cause Notice (41 C.F.R. § 60-1.28). In sum, formal proceedings may occur by referral to the Office of the Solicitor or Department of Justice after a determination that violations exist and that enforcement is appropriate (41 C.F.R. § 60-1.23(b)). Here, the Amended Complaint is based on the alleged violations contained in the Notice of Violation ("NOV"), which is limited to a discrete periods of time and predicated on compensation "analyses" based solely on data from 2014. See Exh. A to NOV. OFCCP's bald

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allegation that the violations have continued to the present is insufficient to demand that Oracle produce documents outside the scope of the investigation. Reviewing administrative bodies have consistently limited post-complaint discovery to the bounds of the agency's pre-suit investigation. See, e.g., *EEOC v. Ford Motor Credit Co.*, 26 F.3d 44 (6th Cir. 1994) (EEOC began investigation on July 26, 1991, but issued an administrative subpoena requesting data from January 15, 1980, to the present. District court found the request arbitrary and an abuse of authority given to EEOC and narrowed the temporal scope of the subpoena to times before July 26, 1991).¹

OFCCP's cited authority actually supports Oracle's position that unfettered discovery, untethered to the scope of pre-suit investigations, is impermissible, especially where the agency has failed to meet its pre-suit enforcement obligations. For example, the crux of *OFCCP v. Bank of America*, ARB Case No. 13-099, 2016 WL 2892921 (Apr. 16, 2016) is not, as your letter posits, broadly permissive discovery, but rather, an admonishment that the OFCCP's faulty lawsuit was based on deviations from required pre-suit regulatory enforcement procedures – "up until the present case it has apparently been the OFCCP's practice to limit its assessment of liability for discriminatory practices in a contractor's employment practices to the two-year period prior to the initiation of a compliance review." *Id.* at *24.

Uniroyal, Inc. v. Marshall, 482 F. Supp. 364, 374 (D.D.C. 1979) is also limited in its application to the present case. There, the court focused on Uniroyal's wholesale refusal to cooperate with prehearing discovery where Uniroyal unilaterally determined that the prehearing discovery regulations were invalid.² Here, the opposite is true. Oracle has maintained that OFCCP has failed to meet its pre-suit obligations. Further, far from unilaterally refusing to participate in discovery, Oracle has agreed to provide documents responsive to the scope of OFCCP's compliance review. OFCCP has not set forth authority requiring unfettered access to information outside the scope of its investigation.

Oracle Properly Limited the Scope of Production

OFCCP maintains, without explanation, that it is entitled to discovery regarding recruiting and hiring in the Product Development ("PD") "line of business." However, OFCCP's terminology is

¹ See also, e.g., *OFCCP v. City Public Serv. of San Antonio*, Case No. 1989-OFC 5 (Jan. 18, 1995) (holding that the scope of a complaint investigation should be reasonably related to the violations alleged in "such complaint"); *OFCCP v. Prudential Ins. Co.*, Case No. 1980-OFCCP-19 (June 13, 1980) (holding that a search of records, which could have been accomplished during a prior compliance review, would not be permitted. To hold otherwise would be unfair to contractors as new compliance staff could reopen investigations at any time they determine that the previous review was inadequate).

² *OFCCP v. Volvo GM Heavy Truck Corp.*, 1996-OFC-2, at *3 (ALJ, April 27, 1998) relies on the untenable reasoning in *Uniroyal* and is thus equally inapposite.



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incorrect and inconsistent with the NOV. As Oracle has previously explained (*see e.g.*, Oracle's Answer), PD is a job function, whereas Professional Technical I ("PT1") is a job group within the PD job function. The NOV makes clear that the alleged violation relates to the PT1 job group – as opposed to the entire PD job function. As set forth above, OFCCP is not entitled to go beyond the violations alleged in the NOV and thus is not entitled to unrestricted, and ill-defined, discovery.

Protective Order

Contrary to OFCCP's assertion, Oracle is not refusing to provide responsive documents, but seeking reasonable protections customarily provided in discovery before producing responsive documents. A protective order is warranted to safeguard Oracle's trade secrets and confidential commercial information, and privacy interests of third parties. Specifically, the information Oracle will likely produce will reflect information regarding Oracle's recruiting, hiring, promotion, and compensation practices, as well as data, databases, applications and methodologies associated with those practices. Because a high proportion of Oracle's employees are highly-trained and skilled professionals and managers, disclosure of this information could put Oracle at a competitive disadvantage. Oracle also anticipates that the government will seek to use and thereby disclose, the identity and self-reported protected characteristic of specific individuals, including their race and gender, which is extremely personal and private information reasonably protected from haphazard disclosure.

Oracle has not waived the opportunity to seek a protective order and intends to do so absent OFCCP's agreement to stipulate. Contrary to OFCCP's misstatement of the applicable rule for timeliness, "the express language of Fed. R. Civ. P. 26 does not set limits within which a motion for protective order must be made, there is an implicit requirement that the motion be timely, or seasonable." *Seminara v. City of Long Beach*, 68 F.3d 481 (9th Cir. 1995). Thus, a motion for protective order is presumptively timely if made prior to the date set for the discovery and may be untimely absent good cause. *Id.* Not only has the time for filing a motion not passed, but even if it were untimely, good cause exists where, as here, any "delay in filing ... is the result of [] good faith efforts to resolve the discovery dispute without court intervention." *Sheets v. Caliber Home Loans, Inc.*, 2015 WL 7756156, * 4 (N.D. W.Va. 2015). In *Sheets*, which OFCCP cites as controlling authority,³

³ OFCCP's authority consists of unreported decisions and inapposite reasoning. *Barten v. State Farm Mut. Auto. Ins. Co.*, 2014 WL 348215, * 1-2 (D. AZ 2014) and *Hayes v. Liberty Mut. Group Inc.*, 2012 WL 1564697, *6 n.2 (E.D. Mich. 2012) are unreported. In *U.S. v. IBM Corp.*, 79 F.R.D. 412, 414 (S.D.N.Y. 1978) Memorex sought a protective order for the first time on rehearing of a motion to compel discovery, which the court found untimely in *dicta* because Memorex failed to raise the issue in the initial motion briefing. In *Seminara v. City of Long Beach*, 68 F.3d 481, *4 (9th Cir. 1995), also unpublished, the court rejected plaintiffs "argu[ment] that the district court abused its discretion in sua sponte imposing a protective order" where "Defendant

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the court found defendant's motion for protective order timely where "Defendant alerted Plaintiff in its discovery responses that it would seek a protective order prior to disclosing its internal policies and procedures. The parties then conferred . . . in an attempt to resolve their discovery disputes." *Id.* Ultimately, "[w]hile Defendant did not file its motion until after the parties had failed to agree on whether a protective order was appropriate and what the terms of such an order should be, Defendant should not be penalized for its good faith negotiations" especially where "Plaintiff has not suffered any prejudice by Defendant's delay." *Id.*

Here, as in *Sheets*, Oracle has taken affirmative actions to safeguard its confidential information by means of a protective order. It expressly asserted in its responses and objections to discovery its intention to provide documents subject to protective order. Further, it has been proactive in meeting and conferring with OFCCP to jointly stipulate to a protective order, including providing OFCCP with a proposed protective order on March 15, 2017 and following up in subsequent correspondence and meetings between counsel. *See* E-mail from E. Connell to L. Bremer (attaching draft protective order) (Mar. 15, 2017); E-mail from E. Connell to L. Bremer (Mar. 16, 2017); Letter from E. Connell to L. Bremer (Mar. 23, 2017). Oracle is not precluded from moving for a protective order where, as here, its attempts to enter into a protective order in good faith have been summarily thwarted, without a showing of prejudice, by OFCCP.

Oracle Undertook a Reasonably Diligent Search for Responsive Documents

Contrary to OFCCP's allegations, Oracle has not used "artificial, incomplete and hidden search terms" to improperly limit its search for responsive documents. To the contrary, Oracle has complied and continues to comply with its obligation to make reasonable inquiries in response to OFCCP's requests for documents. Its obligation is not to locate and turn over every single potentially responsive document, but rather to undertake a reasonable search. Further, the use of search terms is a valid e-discovery method that has been endorsed by many courts. *See, e.g., Weidenhamer v. Expedia, Inc.*, No. C14-1239RAJ, 2015 U.S. Dist. LEXIS 154746, at *17 (W.D. Wash. Nov. 13, 2015) (finding that "Defendant applied reasonable search terms aimed at identifying responsive documents" based on terms in plaintiff's requests for production of documents); *In re CV Therapeutics, Inc.*, No. C-03-3709, 2006 WL 2458720, *2 (N.D. Cal. Aug. 22, 2006) (endorsing search terms as reasonable means of narrowing production, and ordering the use of search terms); *Windy City Innovations, LLC v. Am. Online, Inc.*, No. 04-C-4240, 2006 WL 2224057, *3 (N.D. 111. July 31, 2006) ("[k]eyword searching permits a party to search a document for a specific word more

established good cause in that Defendant noted its objections in response to the written discovery; both parties attempted to negotiate a stipulated protective order, and submitted separate proposed orders after failing to agree; Defendant moved for a protective order in response to Plaintiff's Motion to Compel; and Defendant submitted its proposed order along with its Stipulation." *Id.*



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efficiently"). To the extent OFCCP believes certain documents were improperly omitted or not uncovered by Oracle's efforts, it bears the burden to identify these document. *See, e.g., Gary Friedrich Enter., LLC v. Marvel Enter., Inc.*, No. 08 Civ. 1533, 2011 U.S. Dist. LEXIS 67766, 2011 WL 2623458, at *1 (S.D.N.Y. June 21, 2011); *Trilegiant Corp. v. Sitel Corp.*, 272 F.R.D. 360, 368 (S.D.N.Y. 2010) (where requesting party could not specify documents opposing party failed to produce, "no basis for ordering [opposing party] to respond more fully to these requests"); *Light v. DOJ*, 968 F. Supp. 2d 11, 25 (D.D.C. 2013) (party "not required to search every record system; it was only required to conduct a reasonable search of those systems of records likely to possess the requested information"). To the extent OFCCP believes specific documents exist and are being withheld from production, Oracle is willing to meet and confer with OFCCP concerning reasonable search terms to uncover these documents.

Trade Secrets and Confidentiality

OFCCP has misstated Oracle's position. Wherever Oracle has invoked trade secrets and confidentiality concerns, it has also objected on other grounds, including but not limited to overbreadth, burden and relevance. In other words, Oracle has not refused to produce any documents solely on the basis that they include trade secrets, confidential or other proprietary information. Oracle is not obligated to produce confidential, trade secret or proprietary documents that are neither relevant nor proportional to the case. Furthermore, OFCCP's position regarding production of such materials only serves to underscore the need for a protective order. Under Rule 26, courts may "require[] that a trade secret or other confidential research, development, or commercial information not be revealed, or be revealed only in a specified way." Fed. R. Civ. P. 26(c)(1)(A), (D), (G); *see also Phillips ex rel. Estates of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1211 (9th Cir. 2002) (courts have "broad latitude to grant protective orders to prevent disclosure of materials for many types of information, including, but not limited to, trade secrets or other confidential research, development, or commercial information.").

Withholding of the Pay Equity Analysis

Contrary to OFCCP's assertion, 41 CFR § 60-2.17(b)(3) does not require that contractors undertake a statistical "pay equity analysis." Instead, contractors are required to review their compensation system to determine if there are sex or race based disparities. OFCCP's request, as relying on the undefined term "pay equity analysis" without context, does not make clear the documents OFCCP believes are responsive. Oracle is not required to guess at what information a request seeks. *See, e.g., Chatman v. Felker*, No. CIV S03-2415JAMKJMP, 2009 WL 173515, *6 (E.D. Cal. Jan. 23, 2009) ("[a]lthough plaintiff explains that 'din' number is an inmate's CDC number, the interrogatory itself did not make this clear. His fifth interrogatory to Weaver and request number 3 in his second request for production of documents thus are vague.") To be clear, Oracle is not withholding any

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documents it created specifically to comply with OFCCP's regulations. Oracle is willing to meet and confer with OFCCP regarding the term "pay equity analysis," including the documents it thinks are responsive to Request No. 71, and that it contends Oracle is withholding.

Vague and Ambiguous Objections:

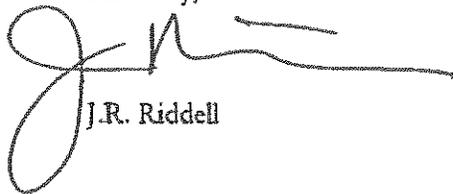
Oracle has made reasonable efforts to respond to OFCCP's vague and ambiguously phrased requests. As acknowledged by the court in *Chatman v. Felker*, cited by OFCCP, even ordinary words may be rendered ambiguous when the context of the request or interrogatory is not clear. *Id* at *6 ("[a]lthough plaintiff explains that 'din' number is an inmate's CDC number, the interrogatory itself did not make this clear."). Regardless, Oracle has not refused to produce documents solely on the grounds that the requests and certain terms are vague and ambiguous.

Production of Documents

For the reasons stated in the objections and the explanations contained herein, which includes OFCCP's improper demands to produce documents beyond the scope of its pre-suit enforcement efforts, and its refusal to enter into a protective order, Oracle does not intend to produce documents in response to requests unless it has affirmatively agreed to do so in its responses. Given that neither your letter nor this letter amount to a meet and confer regarding the requests for which Oracle does not intend to produce documents, we are willing to meet and confer regarding those requests.

Finally, and in an effort to avoid unnecessary motion practice, Oracle remains willing to meet and confer further to work through any outstanding or unresolved issues.

Sincerely,



J.R. Riddell

cc:
Erin Connell
Gary R. Siniscalco



EXHIBIT 15



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April 11, 2016

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Mr. Robert Doles
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U.S. Department of Labor
Office of Federal Contract Compliance Programs
Greater San Francisco/Bay District Office
90 7th Street, Suite 11-100
San Francisco, CA 94103

Re: Oracle Corporation, Redwood Shores, California; OFCCP No. R00192699

Dear Mr. Doles:

Oracle has asked me to respond to your March 29 letter and represent the Company in future proceedings on this matter. Please direct all future communications to me.

I.

OFCCP has offered that it "is prepared to engage in a meaningful, good faith and timely conciliation process in order to attempt to reach an acceptable resolution of the Notice of Violations." As we have advised, so is Oracle. However, we are dismayed by OFCCP's misrepresentations in its March 29 letter, which make it more difficult for both sides to have a productive conversation about next steps.

II.

We are particularly concerned with OFCCP's suggestion that it advised Oracle of any of the compliance evaluation findings before it issued the NOV on March 11. The NOV states that the Agency found compensation discrimination in relation to (1) Non-Asians in the Professional Technical 1 role, (2) women in the Information Technology, Product Development, and Support roles, (3) African Americans in the Product Development role, (4) Asians in the Product Development role and (5) "Americans" in the Product Development role. At no point prior to the NOV did the Agency advise Oracle of those compliance evaluation findings; identify any specific employees or purported comparators; inquire about any potential comparators; or otherwise identify any concerns or issues related to any specific employees in those areas. Nor was Oracle provided any indication or information regarding any of the other NOV findings. As the March 29 letter acknowledges, at best, OFCCP told Oracle that it would be reviewing the information collected and conducting further analysis to determine its findings.



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III.

Oracle asked OFCCP on at least nine occasions to explain what indicators it found, including on December 31, 2014, February 17, 2015, March 9, 2015, March 11, 2015, March 12, 2015, March 13, 2015, June 3, 2015, July 2, 2015, and December 17, 2015. OFCCP never responded, and even now, it has not explained why it failed or refused to do so. Finally, the description of the entrance conference and of any exit conference (there was none) is simply wrong. To the extent that OFCCP believes that it made those specific representations to Oracle and complied with the FCCM, please advise us by specific reference to the compliance evaluation record.

IV.

The NOV also fails to provide Oracle with a sufficient explanation of OFCCP's findings to allow for meaningful, good faith, and timely conciliation. For instance, with regard to the alleged hiring violation, the Agency has alleged that Oracle discriminated against several groups "in favor of Asians, particularly Asian Indians." Oracle does not collect information regarding "Asian Indians" and is at a loss to determine how the Agency defined this group. As such, Oracle requests that the Agency explain how it defined this group and describe how it arrived at its findings related to this group with regard to recruitment, applicant consideration, and hiring.

V.

As to the compensation violations, the Agency should explain how it met its obligation under Directive 307, which provides that once the Agency finds a measurable difference, it should consider and answer: (a) whether the difference in compensation is between employees who are comparable under the contractor's wage or salary system; and (b) whether there is a legitimate (i.e. non-discriminatory) explanation for the difference. To date, the Agency has failed (and refused despite requests) to provide Oracle with any specific information detailing or otherwise describing which employees (now identified by OFCCP in the above groups) are comparable. Nor has the Agency ever explained whether, and if so how, it considered (and apparently rejected) any of the legitimate pay factors Oracle provided throughout the investigation. Moreover, even if the Agency's position is that somehow Directive 307 does not mandate these steps, we believe applicable Title VII law does require OFCCP to properly establish and show who are actual comparators.

VI.

More broadly, Oracle has no information from OFCCP allowing it to understand, let alone recreate, the Agency's statistical analysis set forth in Attachment A to the NOV. Any position statement or rebuttal would be premature absent this crucial information about a measurable difference.

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VII.

With regard to the data requests listed in the attachment to the March 29 letter, OFCCP's assertions are inaccurate and incorrect. We believe the record is clear and will show that Oracle has done its best to comply with extraordinarily broad and burdensome requests, and that OFCCP failed to respond to questions Oracle raised.

One of the best examples of this is OFCCP's failure to acknowledge Oracle's 29-part email response dated October 29, 2015 that addresses most of the requests listed in the attachment. On November 2, four days after Oracle submitted this significant production, Ms. Holman-Harries received a letter from you dated November 2 (emailed to her by Hoan Luong that same day) inquiring about when Oracle would be producing the documents. She then followed up with Mr. Luong that very same day (November 2) to confirm OFCCP's receipt of the responses. Notwithstanding these efforts, it appears that these responses were ignored in your March 29 letter.

For instance, with regard to the request for internal pay equity analysis¹, we explained that this request was part of a larger request that we initially responded to on December 11, 2014. In her telephone interview with Brian Mikel and Jennifer Yeh on January 13, 2015, our compensation director, Lisa Gordon, talked about the process followed to evaluate compensation at Oracle. We sent the final version of the notes of that interview to Mr. Mikel and Ms. Yeh on February 10, 2015. We again addressed our pay equity analysis in an email sent to Hea Jung Atkins on June 2, 2015.

We also have explained that OFCCP's requests for additional data points, such as name of school attended, educational degree earned, prior salary, and years of experience, are not in any electronic database. Any such information, we explained, if available in an individual employee's file, would be extremely burdensome and time consuming to compile. Notably, at no time did any Compliance Officer request to remain on-site and review files.

With regard to resume files, we similarly explained that there is no other format we can use to submit resumes and applications and that we would have to rely on screen shots pasted into a Word or pdf document. We also explained that we completed a lengthy time motion study carefully outlining why it would take six months to a year to complete this request. We explained how onerous this process is on June 7, 2015 and sent the process workflow on June 10, 2015. Again, no Compliance Officer requested to go through the files on-site.

These are just some of the examples of the responses that Oracle provided to OFCCP inquiries that OFCCP never acknowledged or attempted to answer or resolve. We encourage the Agency to read through the voluminous record of responses sent by Oracle throughout the review process to better

¹ OFCCP seems to be of the view that a contractor is required to conduct some form of statistical pay analysis. If that is your position, please provide the basis for your position including reference to the appropriate OFCCP regulation.



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understand the significant efforts made by Oracle to respond to OFCCP's requests and comply in good faith with its obligations.

Oracle has never improperly refused to provide requested information. The references to such refusals in the NOV are simply wrong, without merit and contrary to the compliance review record. In every instance, Oracle has either provided the requested information or explained why it could not do so.

Furthermore, we note that requests such as the resumes "in a usable format" are improper as Oracle has no obligation to create or format documents beyond their native formats. Nor was Oracle required to compile possibly relevant and legitimate information manually for use by OFCCP in creating its data fields, such as information on relevant prior experience or education. Similarly, Oracle employees have no obligation to sign summary interview statements created by OFCCP compliance officers and sent months after the interviews took place. We do not know why the Agency delayed in providing the statements for review and approval by Oracle managers. However, we believe that the Agency may have recognized that its compliance officers failed to ask meaningful and relevant questions regarding comparators and information on other legitimate bases for alleged pay differences. As such, we suspect it had no option but to offer cursory statements for management approval that left out the questions posed to interviewees.

VIII.

Overall, the Agency's lack of evidence to support its findings has led it to allege that Oracle has failed to provide documentation and, accordingly, the Agency is due an adverse inference presumption in its favor. Such a presumption would not be appropriate here. Moreover, even if there were the purported "refusals," the presumption, per OFCCP's regulation, relates solely to a contractor's "destruction" of relevant records or a failure of a contractor to maintain required records. The Agency has no evidence that either of these occurred.

IX.

To move this along, we had hoped that OFCCP would be forthcoming on our few initial questions as set forth in the letter. We now ask the Agency to address all the questions listed in Appendix A to this letter. In addition, with specific reference to the alleged "refusals" by Oracle, we ask that OFCCP answer the questions in Appendix B to this letter. Once the Agency provides these answers, we hopefully will be better able to understand its allegations and findings.

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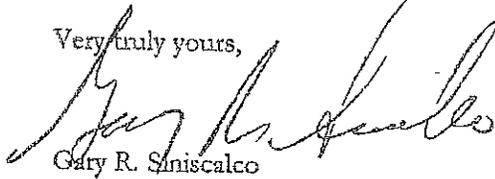
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For the reasons stated above, we believe the invitation for a face-to-face meeting at this stage would likely be premature. We are also concerned about engaging in a face-to-face dialogue given that the region has mischaracterized and misstated other in-person interactions going all the way back to the entrance conference. Until we have reason to believe there would be a more accurate and forthright exchange, we believe it best to have written communication.

Very truly yours,



Gary R. Siniscalco

Attachments: Appendices A and B



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APPENDIX A

Questions arising from OFCCP's letter dated March 11, 2016 (NOV)

With regard to violation #1:

1. Please state how OFCCP determined that Asian Indians, and Asians generally, were favored in recruiting.
2. Please identify who OFCCP determined were "qualified" African-Americans, Hispanic and White ... applicants" who were discriminated against in recruiting.
3. For those identified in #2 above, please identify all those OFCCP identified as qualified persons discriminated against in hiring.
4. Please describe with specificity the recruiting actions that OFCCP determined were discriminatory.
5. Please provide the underlying statistical data and actual computations used by OFCCP to determine the standard deviations in violation #1.
6. Please describe with specificity what facts OFCCP relied upon in finding that Oracle "disfavored non-Asian applicants in hiring."
7. Please describe specifically what facts OFCCP "gathered during compliance evaluation (to demonstrate) that Oracle's discriminatory recruiting and hiring practices showed the racial composition of the applicant flow data to favor Asians, particularly Asian Indians."
8. Please describe with specificity how OFCCP identified any individuals referenced in violation #1 as Asian Indians.
9. Please identify the multiple requests made by OFCCP for "copies of all application materials, etc."
10. Please explain why OFCCP compliance staff made no request to review application materials on site.
11. Please identify the non-Asian counterparts who were equally or more qualified for the PT roles filled by Individual Contributors.

The following questions relate to the alleged NOV violations 2-5:

12. Did OFCCP (or its statistician) look only at the factors referenced in the statistical summary in Attachment A to the NOV?
13. Were other factors considered? If so, which ones?
14. Were other factors rejected? If so, why?
15. How many different models, iterations, and computations did the statisticians run besides the three listed in Attachment A?



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16. What were the statistical results of all the other models and computations conducted by the statistician?
17. Oracle was unable to replicate the analysis, methodology and results in Attachment A. Please provide it with all the necessary information, data, descriptions of methodology, etc., sufficient to allow Oracle to replicate the results in Attachment A.
18. Please describe with specificity the data used in Attachment A with regard to "work experience at Oracle" and "work experience prior to Oracle." If these simply mean "time at Oracle" and "time working prior to Oracle," please explain the reason for use of these timeframes.
19. Because of the relatively small groups of employees, did OFCCP or its statistician do any statistical tests to ensure that practical significance was not at play?
20. If other factors were considered and rejected by OFCCP, what did the results show using the factors that were rejected? In other words, did OFCCP consider a factor that explained or reduced the disparity and then reject it?
21. For just the model used in Attachment A, OFCCP made computations for each role and for each protected group. How many roles and how many analyses were done using the Attachment A model?
22. Directive 307 allows OFCCP to use different groupings of jobs, roles, job titles, etc., to develop PAGs. How many different PAGs did OFCCP develop and consider as part of its statistical analysis? What facts were considered to determine if the roles or job titles in the PAGs comprised only comparators?
23. Directive 307 states that in every case there are three key questions to answer. Once a measurable difference is found, questions b and c are as follows: b) is the difference in compensation between employees who are comparable under the contractor's wage or salary system and c) Is there a legitimate (i.e. non-discriminatory) explanation for the difference?
24. What did OFCCP do to answer questions b and c and what actual facts and information did it obtain?
25. If OFCCP did identify comparators, who are they as referenced in the NOV where it states variously that respective protected class members (Females, Blacks, Hispanics non-Americans) were paid less than similarly situated (males, Asians, whites)?
26. Why did OFCCP never give Oracle an opportunity to provide legitimate explanations under question c?
27. What did OFCCP do to answer question c?
28. Did OFCCP consider performance in assessing pay differences? If not, why not?
29. Did OFCCP consider relevant job experience, business lines (for example, work on Peoplesoft products v. cloud v. fusion), criticality of the role or product to Oracle, or market factors? If not, why not?
30. For each finding in the NOV, state whether the finding constitutes unlawful disparate treatment or disparate impact?



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31. The NOV refers variously, and in summary fashion, to evidence in personnel records, interviews, complaints, anecdotes but is lacking in any details or specific information of any kind. Please identify or explain what facts or information was found that supports each of the alleged violations 2-5.

With regard to alleged violations 6-10 under the heading of "Affirmative Action Violations," please answer the following:

32. For alleged violation #6, please describe the "in depth analysis" OFCCP believes is required and how Oracle "failed" to identify problem areas.
33. Please identify with specificity the "problem areas in its compensation system" that Oracle failed to identify.
34. For alleged violation #7, please describe with specificity the type of pay equity analysis Oracle failed to conduct in accordance with 41CFR 60-2.17(c).
35. For alleged violation # 8, please describe with specificity the nature and type of monitoring OFCCP contends (1) was not done and (2) must be done in accordance with 41 CFR 60-2.17(d).
36. For alleged violation #9, please identify which records Oracle failed to maintain and collect.
37. For alleged violation #9, please identify the adverse impact analysis not done as required by 41 CFR 60.1.12(a).
38. For alleged violation #10, please identify with specificity when and how OFCCP requested access to records.
39. For alleged violation #10, please identify with specificity each and every instance in which Oracle denied OFCCP access.
40. For all of the alleged violations 6-10, please specify what technical assistance OFCCP has available to provide to contractors.
41. For all of the alleged violations, please identify the person or persons in the SF region knowledgeable and experienced in providing technical assistance to contractors.
42. Please specify when and what technical assistance, if any, was ever offered to Oracle in connection with 6-10.

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APPENDIX B

1. What facts support OFCCP's determination that Oracle refused OFCCP access to prior year compensation data for all employees for PT1 role during the review period of January 1, 2013 through June 30, 2014?
2. What facts support OFCCP's determination that Oracle refused OFCCP access to complete hiring data for PT1 roles during the review period of January 1, 2013 through June 30, 2014?
3. What facts support OFCCP's determination that Oracle refused to provide data on April 27, 2015?
4. What facts support OFCCP's determination that Oracle refused to provide data on May 11, 2015?
5. What facts support OFCCP's determination that Oracle refused to provide data on May 28, 2015?
6. What facts support OFCCP's determination that Oracle refused to provide data on July 30, 2015?
7. What facts support OFCCP's determination that Oracle refused to provide data on October 1, 2015.
8. What facts support OFCCP's determination that Oracle refused to provide data on October 14, 2015?
9. What facts support OFCCP's determination that Oracle refused to provide data on November 2, 2015?
10. What facts support OFCCP's determination that Oracle refused to provide data on December 15, 2015?
11. For each refusal noted above, state all efforts made by OFCCP to arrange to review the documents on site.
12. What facts support OFCCP's determination that Oracle refused to provide complete compensation data for all relevant employees in the Information Technology, Product Development and Support roles for "the full review period" as noted in footnote 4.
13. What, if anything, did OFCCP do to review on-site the items referenced in footnote 4 that Oracle allegedly refused to provide?
14. What, if anything, did OFCCP say or do in response to seek access to information on site to the extent such effort is not described in response to questions 1 - 13 above?
15. Please identify the legal and regulatory basis for presuming data would be unfavorable (i.e. applying an adverse inference) in the NOV with regard to the refusal referenced in footnote 4.