

U 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

RECEIVED

APR 02 2019

Office of Administrative Law Judges
San Francisco, Ca

ANSWER TO SECOND AMENDED COMPLAINT

Oracle America, Inc. ("Oracle") hereby answers the Second Amended Complaint ("Complaint") filed by the Office of Federal Contract Compliance Programs ("OFCCP") as follows:

JURISDICTION

1. Oracle denies the Court has jurisdiction over this matter under Executive Order 11246 or its implementing regulations.

DEFENDANT AND ITS STATUS AS A GOVERNMENT CONTRACTOR

2. Oracle admits the allegations in Paragraph 2 of the Complaint, with the exception of the statement that Oracle has 74 locations throughout the United States, which Oracle denies. Oracle has more than 74 locations throughout the United States.

3. Oracle admits the allegations in Paragraph 3 of the Complaint, although Oracle lacks sufficient information to admit or deny, and on that basis denies, the time period that OFCCP deems "relevant."

4. Oracle lacks sufficient information to admit or deny, and on that basis denies, the time period that OFCCP deems "relevant." Oracle admits, however, that during the time period that Oracle deems relevant, Oracle had multiple contracts with the federal government totaling millions of dollars a year.

5. The allegations contained in Paragraph 5 of the Complaint are purely legal contentions, for which no admission or denial is necessary or appropriate. Nevertheless, Oracle agrees that at the times Oracle deems relevant to this litigation, Oracle was a contractor within the meaning of the Executive Order.

COMPLIANCE EVALUATION OF ORACLE AND FINDINGS OF DISCRIMINATION

6. Oracle admits that on or about September 24, 2014, OFCCP initiated a compliance review of Oracle's headquarters in Redwood Shores, California. Oracle lacks sufficient information to admit or deny, and on that basis denies, that it was selected for review pursuant to a "neutral selection process."

7. Oracle admits that on March 11, 2016, OFCCP issued an NOV and admits the NOV states OFCCP's allegations of discrimination as of the date of the NOV and the employees alleged to have been affected by the allegations (although, Oracle denies these allegations themselves).

8. Oracle admits that on June 8, 2016, OFCCP issued Oracle a Show Cause Notice ("SCN").

9. Oracle admits that OFCCP and Oracle met in person and by letter regarding the allegations in the NOV and the SCN. Otherwise, Oracle denies the remaining allegations in Paragraph 9.

10. Oracle admits that "OFCCP initiated this litigation in January 2017," but otherwise denies the allegations in Paragraph 10.

SPECIFIC ALLEGATIONS OF DISCRIMINATION

11. Oracle admits that it has produced additional information to OFCCP. Oracle lacks information sufficient to form a belief as to the truth or falsity of the allegation that OFCCP conducted additional analyses and on that basis denies that allegation for lack of information. Except as so expressly admitted or denied for lack of information, Oracle denies each and every allegation of Paragraph 11.

12. Oracle denies the allegations in Paragraph 12.

13. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 13.

14. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Oracle thus denies all allegations of lost wages articulated in Paragraph 14 and/or delineated in Table 1. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 14.

15. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Oracle thus denies all allegations of lost wages articulated in Paragraph 15 and/or delineated in Table 2. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 15.

16. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Oracle thus denies all allegations of lost wages articulated in Paragraph 16 and/or delineated in Table 3. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 16.

17. Oracle denies for lack of information OFCCP's allegations of any estimates OFCCP may have made, of any beliefs it may have formed, of any analyses it may have done, or of what any such analysis may have shown or revealed. Oracle thus denies the allegation of lost wages articulated in Paragraph 17. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 17.

18. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 18.

19. Oracle denies for lack of information OFCCP's allegations of any analysis it may

have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 19.

20. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 20.

21. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 21.

22. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 22.

23. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 23.

24. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 24.

25. Oracle denies for lack of information OFCCP's allegations of any analyses it may have done, or of what any such analyses may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 25.

26. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Oracle thus denies all allegations of purported "pay gaps" delineated in Table 4. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 26.

27. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Oracle thus denies all allegations of purported "pay gaps" delineated in Table 5. Except as so expressly denied for lack

of information, Oracle denies each and every allegation of Paragraph 27.

28. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Oracle thus denies all allegations of purported "pay gaps" delineated in Table 6. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 28.

29. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Oracle thus denies all allegations of lost wages delineated in Table 6. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 29.

30. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 30.

31. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 31.

32. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 32.

33. Oracle admits to having a college recruiting program for positions in Oracle's Professional Technical 1 job group. Oracle denies for lack of information OFCCP's allegations of any analysis it may have done, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information or admitted, Oracle denies each and every allegation of Paragraph 33.

34. Oracle admits that the college recruiting applicant data it retained, and provided to OFCCP, for some of the time period at issue is partially incomplete. Except as so expressly admitted, Oracle denies each and every allegation of Paragraph 34.

35. OFCCP's assertion that the flaws in Oracle's applicant data justifying using labor

market availability is argument with which Oracle disagrees, but is not an allegation to admit or deny. To the extent the Court deems it an allegation, Oracle denies each and every allegation of Paragraph 35.

36. Oracle denies all allegations in Paragraph 36.

37. Oracle denies for lack of information OFCCP's allegations of any analysis it may have conducted, or what any such analysis may have shown or revealed. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 37.

38. Oracle denies for lack of information OFCCP's allegations of any analysis it may have conducted, or what any such analysis may have shown or revealed, including the purported "analysis" contained in Table 7. Except as so expressly denied for lack of information, Oracle denies each and every allegation of Paragraph 38.

39. Oracle denies all allegations in Paragraph 39.

40. Oracle denies all allegations in Paragraph 40.

41. Oracle acknowledges that at the time OFCCP filed its Complaint, it had not yet produced data for years 2017 through 2018—dates outside the audit period—due to the stays in this case from October 2017 through January 2019. At present, Oracle is in the process of producing data through January 2019. Because Oracle denies OFCCP's allegations of discriminatory hiring or compensation practices in Paragraphs 13-40, it further denies the premise that any changes to its compensation or hiring practices needed to occur, and on that basis denies any "inference" that the discrimination "has continued to the present."

42. Oracle denies the allegations in Paragraph 42.

REFUSAL TO PRODUCE RELEVANT DATA AND RECORDS DURING COMPLIANCE EVALUATION

43. Oracle admits that OFCCP requested data and documents from Oracle as part of the compliance evaluation. Oracle denies that all of the data and documents requested from Oracle were relevant, and therefore, except as so admitted, otherwise denies the allegations in

Paragraph 43.

44. OFCCP alleges legal conclusions to which no response is necessary or appropriate. Oracle otherwise denies the allegations in Paragraph 44.

45. OFCCP alleges legal conclusions to which no response is necessary or appropriate. Oracle otherwise denies the allegations in Paragraph 45.

46. OFCCP alleges legal conclusions to which no response is necessary or appropriate. Oracle otherwise denies the allegations in Paragraph 46.

47. OFCCP alleges legal conclusions to which no response is necessary or appropriate. Oracle otherwise denies the allegations in Paragraph 47.

48. OFCCP alleges legal conclusions to which no response is necessary or appropriate. Oracle otherwise denies the allegations in Paragraph 48.

49. OFCCP alleges legal conclusions to which no response is necessary or appropriate. Oracle otherwise denies the allegations in Paragraph 49.

50. OFCCP alleges legal conclusions to which no response is necessary or appropriate. Oracle otherwise denies the allegations in Paragraph 50.

51. Oracle denies the allegations in Paragraph 51.

PRAYER FOR RELIEF

Oracle denies that OFCCP is entitled to the relief requested, or to any relief against Oracle.

AFFIRMATIVE DEFENSES

1. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that the Complaint, and each purported cause of action therein, fails to state a claim upon which relief may be granted.

2. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that the Complaint, and each purported cause of action therein, is barred by the applicable statutes of limitations.

3. As a separate defense to the Complaint and to each claim for relief therein, Oracle

alleges that the Complaint, and each purported cause of action therein, is barred by the equitable doctrines of laches, unclean hands, waiver, and/or estoppel.

4. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that no conduct by or attributable to Oracle was the cause in fact or legal cause of the damages, if any, suffered by OFCCP and/or the purported affected class members.

5. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that OFCCP has failed to comply with its own regulations and/or internal policies and procedures (including but not limited to the implementing regulations of Executive Order 11246 and the Federal Contract Compliance Manual [“FCCM”]), and accordingly has not afforded Oracle substantive or procedural due process. OFCCP’s compliance manual sets forth the Agency’s goal to provide contractors with “transparency and clarity” regarding its investigative procedures and processes. OFCCP’s actions throughout the investigation clearly violated the Agency’s procedures and were conducted with complete disregard for transparency and clarity. Among other deficiencies, the Agency failed to:

- a. conduct an exit conference in which it advised Oracle of the Agency’s findings;
 - b. follow its interview procedures requiring it to promptly provide interview statements to witnesses;
 - c. follow its procedures to obtain relevant documents or admit that any failure by the Agency to obtain documents it sought was its own fault;
 - d. advise Oracle of the Agency’s findings prior to issuing its NOV;
 - e. issue an NOV that provided the facts allegedly in support of OFCCP’s position;
- or
- f. issue an NOV compliant with applicable legal standards.

6. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that OFCCP has failed to meet its obligation to engage in reasonable conciliation efforts and, on that basis, has violated its own regulations, and denied Oracle substantive and procedural due process.

7. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that OFCCP's analysis and conclusions would require Oracle to set illegal quotas and violate Executive Order 11246 and its implementing regulations, as well as Title VII of the Civil Rights Act of 1964.

8. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that OFCCP lacks legal authority to suspend or cancel contracts or debar a federal contract.

9. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that it did not destroy or fail to preserve records entitling OFCCP to any adverse presumption allowing it to infer (rather than prove) unlawful conduct.

10. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges OFCCP failed to exhaust its administrative remedies and prerequisites to suit as to all claims in its Complaint.

11. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that, to the extent that OFCCP alleges a hiring claim on behalf of any purported victim in any job function and area other than the "Professional Technical 1, Individual Contributor" job group, OFCCP failed to exhaust its administrative remedies and prerequisites to suit as to that purported class member.

12. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that OFCCP cannot recover on behalf of any purported affected class member because it would result in unjust enrichment.

13. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that it acted at all times in good faith.

14. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that to the extent the Complaint asserts or attempts to assert any allegations, claims, damages or requests for relief other than those contained in the NOV and SCN served on Oracle, such claims are barred for failing to fulfill conditions precedent to maintaining such claims.

15. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that the recovery sought by OFCCP (either for itself or on behalf of purported class members) is barred in whole or in part by their failure to exercise reasonable care and diligence to mitigate any damages allegedly accruing to them.

16. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that, to the extent that OFCCP intends to rely on statistical data, its reliance fails because OFCCP's analysis is not based on similarly situated employee groups, and/or in the case of OFCCP's compensation-related allegations, do not take into account bona fide factors explaining pay differentials, as required by law.

17. As a separate defense to the Complaint, and to OFCCP's claims related to compensation, Oracle alleges that to the extent any differences exist between the pay of any purported class member and a similarly situated comparator (or comparators), those pay differentials are justified by bona fide, non-discriminatory factors.

18. As a separate defense to the Complaint, and to each claim for relief therein, Oracle alleges that OFCCP has no legal authority to recover for alleged violations outside of its review period.

19. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that the alleged actions or omissions complained of by OFCCP were not based upon any discriminatory reasons, but were based upon legitimate, non-discriminatory, job-related reasons that were consistent with business necessity.

20. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that OFCCP is barred from any recovery in this action because Oracle's conduct was a just and proper exercise of managerial discretion and business judgment.

21. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that the Complaint fails to allege facts sufficient to justify equitable relief.

22. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that OFCCP lacks legal authority to bring any substantive claims alleging discrimination

in hiring and compensation because the Agency's denial of access claims, by their nature, establish that it has failed to exhaust its administrative remedies and prerequisites to suit alleging any underlying discrimination.

23. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that OFCCP's allegations regarding alleged refusals to provide documents or records are contrary to law (including the U.S. Constitution), its regulations, and its policies to the extent they allege any duty to provide anything other than existing records.

24. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that OFCCP's allegations regarding alleged refusals to provide documents or records are contrary to law (including the U.S. Constitution), its regulations, and its policies to the extent they allege any duty to provide any documents other than those sufficient to evaluate Oracle's compliance with Executive Order 11246.

25. As a separate defense to the Complaint and to each claim for relief therein, Oracle claims both attorney client privilege and the work product privilege for covered documents and records.

26. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that if OFCCP targeted Oracle for the underlying compliance review, and Oracle was not selected pursuant to a "neutral selection process," OFCCP prosecution of this action against Oracle violates Oracle's rights under the First, Fourth and Fifth Amendments of the U.S. Constitution.

27. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that OFCCP's prosecution of this action against Oracle, given the facts and underlying circumstances, is politically motivated and therefore brought and prosecuted in violation of Oracle's constitutional rights under the First, Fourth, and Fifth Amendments of the U.S. Constitution, as well as in violation of the government's policies and practices forbidding the government and its officials from affording (or attempting to afford) any advantage or disadvantage to anyone because of their political speech, viewpoint, or ideology.

28. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that the OFCCP's prosecution of the Complaint against Oracle, given the facts and underlying circumstances, constitutes malicious and/or selective prosecution, abuse of process, selective enforcement, and/or unlawful retaliation by a federal agency.

29. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that the Affirmative Action regulations OFCCP cites in the complaint do not impose the obligations that OFCCP claims they do.

30. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that OFCCP's failure to conciliate the numerous new claims in its Second Amended Complaint is contrary to law (including the U.S. Constitution), its regulations, and its policies, and all of these new claims should be dismissed based on that failure.

31. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that OFCCP's NOV, SCN, and referral of this matter to enforcement to the Office of Solicitor is outside of the statutory authority under the Federal Property and Administrative Services Act of 1949, 40 U.S.C § 101 et seq.

32. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that there is no statutory authority for OFCCP to bring this enforcement action under any act of Congress including, but not limited to, the Federal Property and Administrative Services Act of 1949, 40 U.S.C. § 101 et seq., and an Executive Order cannot otherwise create such authority where congressional authorization is lacking. Moreover, Oracle alleges that the regulations supposedly authorizing OFCCP to bring this enforcement action under the Executive Order are not authorized by any statute, including by the Federal Property and Administrative Services Act of 1949, 40 U.S.C. § 101 et seq., and cannot be authorized by the Executive Branch alone.

33. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that the Administrative Law Judge is an inferior officer and was not properly appointed

in conformity with the Appointments Clause under Article II of the U.S. Constitution.¹

34. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that the Secretary of Labor's December 21, 2017 action relating to the Administrative Law Judge's appointment was not a "ratification" and, even if it was, could not cure the Administrative Law Judge's unconstitutional appointment.

35. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that the Administrative Law Judge was appointed pursuant to competitive service selection process, procedures, and examination that unconstitutionally limited the Secretary of Labor in his selection and appointment of the Administrative Law Judge.

36. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that "inferior officers" must be supervised by "principal officers" and that the manner of supervision of the Administrative Law Judge here is unconstitutional because the Administrative Law Judge is supervised by an inferior officer or inferior officers, rather than a "principal officer."

37. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that the statutory limitations on the removal of Administrative Law Judges unlawfully constrain the President's constitutional duty and authority to supervise and remove subordinate officials.

38. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that OFCCP's purported protected group titled "Non-Asian" is not a recognized "race" under Executive Order 11246, its implementing regulations, applicable case law, or use in

¹ Paragraphs 33-37 are included out of an abundance of caution. Oracle already has raised and preserved these arguments in its motion and memorandum of law filed October 23, 2018, which the Court denied in relevant part on January 1, 2019. *See* Defendant's Partial Opposition to OFCCP's Motion to Reassign; Defendant's Motion to Reconsider Order Granting OFCCP's Motion to Reassign; Defendant's Motion to Dismiss or to Hold in Abeyance, filed Oct. 23, 2018; and Order Denying Defendant's Motions to Reconsider, to Dismiss, or to Hold in Abeyance, issued Jan. 11, 2019.

common parlance, and therefore cannot form the basis of any claim by OFCCP against Oracle.

39. As a separate defense to the Complaint and to each claim for relief therein, Oracle alleges that OFCCP's purported grouping of women and Asians together is not a recognized protected group under Executive Order 11246, its implementing regulations, or applicable case law, and therefore cannot form the basis of any claim by OFCCP against Oracle.

Oracle has insufficient knowledge or information on which to form a belief as to whether it has any additional, as yet unstated, defenses available. Oracle reserves the right to assert additional defenses in the event discovery indicates it would be appropriate.

Oracle prays that the Administrative Law Judge grant the following relief:

1. That the Complaint be dismissed with prejudice and that Plaintiff and the purported affected class take nothing thereby;
2. That judgment be entered in favor of Oracle on all claims;
3. That Oracle be awarded its attorneys' fees and costs of suit; and
4. For such other and further relief as this Court may deem proper.

Respectfully submitted,

April 2, 2019

GARY R. SINISCALCO
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WARRINGTON PARKER



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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 April 2, 2019, I served the interested parties in this action with the following document(s):

ANSWER TO SECOND AMENDED COMPLAINT

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:

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

Executed on April 2, 2019, at San Francisco, California.



Jacqueline D. Kaddah