

**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

RECEIVED

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Office of Administrative Law Judges
San Francisco, Ca

**PLAINTIFF'S REPLY MEMORANDUM OF POINTS AND AUTHORITIES IN
SUPPORT OF MOTION TO COMPEL ORACLE'S COMPENSATION ANALYSES**

I. INTRODUCTION

Federal contractors must make and produce in-depth analyses of their compensation systems—identifying and correcting any disparities in pay for protected groups—as a contractual condition for receiving public money. Oracle continues to refuse to honor its bargain. In opposition to OFCCP’s motion to compel Oracle’s compensation analyses conducted pursuant to 41 C.F.R. § 60-2.17, Oracle attacks OFCCP, belittles OFCCP’s arguments, and misstates the facts in an apparent attempt to cover the weakness of its current position. However, it does not dispute that evidence showing a contractor identified disparities without correcting them is relevant to discriminatory intent. Nor does it dispute compensation analyses that federal contractors are contractually obligated to create and maintain cannot be privileged.

Instead, Oracle seeks to avoid production of its compensation analyses by insisting that it conducted them for purposes “entirely separate from its obligations under 41 C.F.R. § 60-2.17.” Despite insisting that it complied with that regulation, Oracle points to no in-depth analyses it conducted *other* than the ones over which it claims privilege. The evidence, including Oracles’ statements during the compliance review, Mr. Siniscalco’s 2017 declaration opposing OFCCP’s first motion to compel these documents, and testimony by Oracle’s Director overseeing its OFCCP compliance, contradict Oracle’s current position that these analyses were conducted “solely” for legal advice and not for compliance purposes. *Oracle*, not OFCCP, has the burden to show it properly asserted privilege over these key documents—and Oracle has not done so.

II. ARGUMENT

A. Oracle Was Required to Supply Documentation of In-Depth Analyses of Compensation Data, But It Only Produced Data.

Oracle does not deny that contractors must conduct “in-depth” compensation analyses under § 60-2.17(b), and supply documents to OFCCP showing they have done so. Instead, in seeking to disavow that it created the compensation analyses as part of its OFCCP contractual and regulatory obligations, Oracle asserts throughout its brief (Opp. 1, 13-14) that § 60-2.17 does not require contractors to create any specific analyses or documents. While there may be

multiple ways to conduct a satisfactory compensation analysis, this is of no moment because Oracle has not provided documentation of *any* in-depth analysis of compensation systems at all.

Apparently recognizing the importance of this issue, Oracle opens its brief with a sentence implying that providing raw pay data for its employees is somehow sufficient to “reflect” that Oracle conducted and supplied documentation of in-depth compensation analyses. Opp. 1 (citing Mot. 5 (“Oracle produced no *analyses*, instead only producing *data* that allegedly ‘reflect the evaluative processes and actions Oracle undertakes . . .’”)). This argument is absurd. Compensation data may reflect compensation “decisions,” such as whether to increase an individual’s salary. It is a fallacy to suggest that the data reflects any compensation analysis. Most obviously, if the analysis found significant disparities, but Oracle did nothing, the data would not reflect or document the analysis.¹ Raw pay data is no substitute for the analyses themselves, and cannot document compliance with its contractual and regulatory obligations to identify and correct race- and gender-based disparities. *See* Mot. 7-11.

B. The Only Logical Inference from Oracle’s Arguments and the Evidence Is That Oracle’s Compliance Group and Attorney Conducted Compensation Analyses in an Attempt to Comply with Oracle’s Contractual and Regulatory Obligations.

Oracle continues to assert that it complied with its regulatory obligations to conduct compensation analyses under § 60-2.17. Opp. 18. Section 60-2.17(b) provides that “[a]n acceptable affirmative action program must include . . . in-depth analyses [that evaluates its compensation systems]. . . to determine whether and where impediments to equal opportunity exist.” The *only* compensation analyses Oracle has revealed to exist are the ones conducted by Oracle’s compliance group and its attorney representing Oracle “in connection with its Affirmative Action and Equal Employment Opportunity Compliance practices” (Bremer Decl., ¶ 8, Ex. 7). Thus, Oracle’s current position that these compensation analyses were “entirely separate from its obligations under 41 C.F.R. § 60-2.17” strains credulity and is contrary to the limited information that Oracle has provided about them.

¹ Further, Oracle’s data production was created for this case and produced in October 2017, not extracted to comply with its obligations under § 60-2.17. Decl. of Linda Zhao in opposition to OFCCP’s motion to compel (Aug. 25, 2017) (describing extraction of data it produced from multiple Oracle databases and modules using custom scripts, created specifically to respond to OFCCP’s data requests); Bremer Decl. ¶45, Ex. 43.

1. Ms. Holman-Harries' Testimony Contradicts Oracle's Position That the Compensation Analyses Were Separate from Its Regulatory Commitments.

In its Opposition, Oracle asserts that the compensation analyses conducted by attorneys representing Oracle "in connection with its Affirmative Action and Equal Employment Opportunity Compliance practices,"² and conducted by Ms. Holman-Harries, Oracle's designee responsible for implementing its AAP,³ "are entirely separate from its obligations under 41 C.F.R. § 60.2.17." Opp. 4. However, in answering questions about what she did to prepare audit reports⁴ to assess Oracle's compensation under Oracle's affirmative action plan, Ms. Holman-Harries testified both that "my group prepared some of [the internal audit reports regarding compensation]," and "pulled data for our attorneys *with regard to affirmative action*."⁵ These admissions confirm the only reasonable conclusion—that Oracle's AAP designee responsible for monitoring and implementing Oracle's EEO activities, including analyzing its compensation, conducted compensation analyses and sent data to Oracle's attorneys for this purpose.

Tellingly, Oracle does not respond to OFCCP's point that the analyses conducted by its compliance team and attorneys "are the only compensation analyses which could conceivably have any bearing on Oracle's obligation under its AAP and accompanying regulations to conduct in-depth analyses of its compensation regularly to identify and redress gender and racial pay

² Bremer Decl., ¶8, Ex. 7.

³ Ms. Holman-Harries is responsible for "monitoring all Equal Employment Opportunity activities and reporting the effectiveness of [Oracle's] AA plan, as required by Federal, State, and Local agencies" (including analyzing Oracle's "performance in compensation"). Mot. 5; Bremer Decl. ¶¶3, 4; Exs. 2 (HH Dep. 73:01–74:05, 106:20–107:8), Ex. 3 (at pp. 8, 11).

⁴ Oracle indicates the terms "compensation analyses," "pay equity analyses," and "self-audits" "refer to the same items." Opp. 3, n.1. OFCCP always used these terms interchangeably. OFCCP served RFP Nos. 71 and 72 requesting "pay equity analyses as required under 60-2.17," using the same terminology it used during the compliance review. Bremer Decl. ¶¶7, 9, 11, 13, 16, Ex. 6, 8, 10, 12, 13, 16. Oracle's objections on the basis of privilege and refusal to produce responsive documents indicated it understood this to mean compensation analyses "as required under 60-2.17." *Id.* ¶¶ 17-20, Exs. 17-20. Only after Judge Larsen indicated he would compel responsive documents did Oracle begin interpreting "pay equity analyses" as something different than "compensation analyses" under § 60-2.17 and claim it had no responsive documents. *Id.* ¶¶22-23, Exs. 22; *see also* Siniscalco Decl. ¶ 7(c), (Aug. 25, 2017) ("41 CFR 2.17(b)(3) . . . refers to evaluation of a 'compensation system.' It mentions neither pay equity, nor a pay equity analysis."). Since OFCCP has now requested the compensation analyses using all these terms, and Oracle cannot avoid production by narrowly interpreting the term "pay equity analysis," Oracle now drops its charade of claiming the terms mean something different.

⁵ Bremer Decl. ¶¶3, 4; Exs. 2 (HH Dep. 106:20–110:11, 112:20–113:8, 128:14–20), 3 (at p. 11) (emphasis added).

disparities.” Mot. 10, n.4. It identifies no other analyses, or any other documentation of its compliance with its obligations to analyze and identify disparities based on race and sex.

2. During the Compliance Review, Oracle Responded to Requests for Analyses “Under 60-2.17” by Describing the Compensation Analyses Conducted by Its Attorneys.

In direct response to OFCCP’s requests during the compliance review for compensation analyses conducted “as required under 60-2.17,” Oracle described the compensation analyses conducted by its attorneys. Now seeking to disavow its prior statements, Oracle falsely accuses OFCCP of mischaracterizing the evidence. Opp. 10, 11. This is inaccurate.

Oracle first claims that OFCCP only relies on “two pieces of evidence” (Opp. 10); in fact, OFCCP made numerous citations to evidence in the Background § B of its brief, describing Oracle’s responses to OFCCP’s requests for pay equity analyses. Mot. 10, 3.⁶

Oracle denies it identified analyses conducted by its attorneys in response to OFCCP’s inquiries about compensation analyses “under Section 60-2.17,” claiming that Ms. Holman-Harries made a “clear distinction between what Oracle does to comply and those things it does that are privileged.” Opp. 11. She made no “clear distinction.” Rather, she responded with a four paragraph email, intended to satisfy OFCCP that Oracle conducted compensation analyses and took corrective actions, without producing them. The last paragraph stated, “[w]ith regard to pay audits to assess legal compliance with Oracle’s non-discrimination obligations and to further ensure Oracle’s compensation policies and practices are carried out, those are conducted by our outside EEO compliance counsel at Orrick.” Opp. 5-6; Bremer Decl. ¶ 10, Ex. 9. This statement, in response to a question about analyses conducted to comply with § 60-2.17(b), conveys that the analyses conducted by its compliance counsel were intended to comply with that regulation.

C. The Compensation Analyses are Highly Relevant.

Oracle does not deny that the documents are relevant for the reasons OFCCP argued in its motion: (1) OFCCP can support a finding of intentional discrimination by showing that Oracle

⁶ Oracle focuses on Lisa Gordon’s January 2015 interview, insisting it “does not contain any admission that the analyses at issue . . . were conducted pursuant to Section 2.17,” since she was “only asked about self-audits and pay equity studies generally.” Opp. 10. Oracle’s focus on the interview in isolation misses the point—which is that *Ms. Holman-Harries* referred to that interview in response to OFCCP’s request for pay analyses conducted “under 41 C.F.R. § 60-2.17(b).” Bremer Decl. ¶¶9-13, Exs. 8-13; see *id.* ¶13 & Ex. 13 at 13–14 (the interview describes evaluation of pay as done by “compliance” and that “compliance does [them] under attorney-client privilege.”)

analyzed and detected pay disparities for these female, Asian, and Black employees, but took no steps to remedy the pay disparities revealed by such analysis, (2) use them to impeach Oracle's statistical analysis, and (3) establish that Oracle failed to supply evidence that it complied with its affirmative action obligations.⁷ Mot. 1, 11-12; Opp. 19. Oracle acknowledges that the cases OFCCP cites all hold that evidence of an employer's noncompliance with its affirmative action program are relevant to discriminatory intent. Mot. 11; Opp. 17-18.

Oracle claims that its compensation analyses conducted pursuant to § 60-2.17 and the corrective actions it took in response are not relevant on the sole ground that the "Court has already determined that Oracle's compliance with 41 C.F.R. § 60-2.17 is not an issue in this case."⁸ Opp. 1. OFCCP does contend that Oracle's analyses are relevant to this matter, because analyses they conducted to satisfy the regulations that may have shown unremedied discrimination are evidence of discrimination.⁹ Aside from citing the Court's Order, though, Oracle does not deny that its compensation analyses—and any response to disparities identified—are relevant to central issues in this case. Opp. 19.

D. Oracle Fails to Explain How Its Affirmative Defense Claiming Privilege Is Not an Attempt to Shield Its Compensation Analyses from Production.

Oracle acknowledges that "[s]word and shield means that a party relies on privileged materials as a substantive defense while refusing to disclose them," but never explains how it is not doing exactly that when it asserted attorney-client and work product privileges as an affirmative defense. Opp. 19, Mot. 18-19. Oracle's assertion of the privileges as an affirmative

⁷ OFCCP did not assert a direct violation of § 60-2.17 in the SAC. Given Oracle's refusal to produce the analyses, it is difficult for OFCCP to assess whether Oracle conducted sufficient analyses. It did, however, allege that Oracle failed to supply "analyses of Oracle's total employment process as required by 41 C.F.R. § 60-2.17" during the compliance review, "continues to refuse to produce any detailed analysis of its compensation structure, conducted pursuant to 41 C.F.R. § 60-2.17(b)-(d)," and failed to provide evidence of its compliance with the requirements of § 60-2.17 and "its obligation to develop and maintain an Affirmative Action Program." SAC, ¶¶ 44-45, 47. OFCCP alleged that "Oracle's refusal to supply the records it was required to make, keep, and produce, violated 41 C.F.R. § 60-1.12(a) and Parts 2, 3." ¶ 50. Further, OFCCP specifically alleged, "[t]here is a presumption that the information Oracle has refused to produce or destroyed was unfavorable to Oracle, supporting the [discrimination] allegations in this Complaint. *See* 41 C.F.R. § 60-1.12(e)." SAC, ¶ 49.

⁸ In its motion to compel depositions on various 30(b)(6) topics, OFCCP did not argue, and the Court did not address, the first two bases for relevance.

⁹ As the Court has stated, it may amend previous findings. *See* Order, p. 13 (May 23, 2019).

defense¹⁰ is consistent with Oracle's long-standing position that it conducted compensation analyses that complied with § 60-2.17, but they were privileged. See *supra*, II.B.2. Oracle provides no other explanation for its privilege defense. This is a classic attempt to use the privilege as a shield to disclosure, while relying on its undisclosed analyses¹¹ to claim compliance. The result is waiver.

E. Oracle Failed to Meet its Burden of Establishing Its Asserted Privileges.

Oracle does not dispute OFCCP's central argument—that the documents federal contractors are required to make and maintain as a condition of their contracts and OFCCP regulations cannot be privileged. Mot. 12-18. Instead, to avoid producing the analyses of its compliance group and EEO attorney, Oracle claims that those analyses were “not for complying with Section 60-2.17.” Opp. 15. Oracle bears the burden of establishing this incredible claim.

Despite Oracle's attempts to turn the burden on its head,¹² there is no question that Oracle—not OFCCP—has the burden to show that the privileges it asserts apply to each of the documents it has refused to produce, and must carry its burden on a document-by-document basis, which it has not even attempted to do.¹³

Oracle's contention that it has repeated three times under oath that its compensation analyses “were done at the direction of counsel and for the purpose of providing legal advice” (Opp. 3), falls far short of establishing the privileges Oracle asserts. *First*, these blanket assertions of privilege over all compensation analyses (and communications about them) cannot sustain Oracle's privilege assertions on a document-by-document basis, as required. *Second*,

¹⁰ Oracle insists “it complied with regulatory requirements” of § 60-2.17(c) to make documentation available to OFCCP of its “in-depth” analyses. Opp. 18, Mot. 18. It also denies it discriminated against women and minorities by paying them less. Answer to SAC ¶¶12. Oracle's compensation analyses showing disparities—and documentation of actions taken to correct them—are “at issue” for both of these purposes. *Id.* ¶¶12, 44–45, 47, 49–50.

¹¹ Oracle's artful claim that it provided the “underlying data” supporting its denial does not constitute disclosure of documents showing compliance. See Section II.A, above.

¹² For example, Oracle seeks to dismiss OFCCP's arguments, claiming that its arguments are “based on OFCCP's say-so, nothing more.” Opp. 14. This both implies that it is OFCCP's burden to show documents are *not* privileged and ignores the fact that Oracle—which bears the burden here—has done nothing more than provide a “say-so” argument that an undisclosed number of analyses and related documents are privileged.

¹³ *United States v. Ruehle*, 583 F.3d 600, 607, 609 (9th Cir. 2009); *Hooke v. Foss Mar. Co.*, 2014 WL 1457582, at *1 (N.D. Cal. Apr. 10, 2014).

these conclusory recitations of the privileges lack any explanation of the facts and circumstances that could support a finding that the documents were prepared either to obtain legal advice, or in anticipation of litigation. *Welch v. Eli Lilly & Co.*, 2009 WL 700199, at *14 (S.D. Ind. Mar. 16, 2009) (deposition responses that affirmative action analyses were conducted “as part of a privileged and confidential analysis that is done at the request of counsel” “appear[ed] rehearsed and lawyer-driven” and did not satisfy the court that they were privileged).¹⁴ *Third*, as described above, Oracle has not established that the analyses were produced for a purpose entirely separate from its contractual and regulatory obligations to conduct in-depth analyses of its compensation systems and correct disparities. OFCCP does not, as Oracle suggests, ignore the conclusory statements of Oracle and its witnesses, but rather highlights their insufficiency. Mot. 14, 17.¹⁵

Oracle also relies on current, self-serving declaration by Mr. Siniscalco. The fact Oracle submitted it at all is an “implicit admission” that its untimely “categorical” log and coached testimony are insufficient. *See Burch v. Regents of Univ. of Cal.*, 2005 WL 6377313, at *3 (E.D. Cal. Aug. 30, 2005). It is the perspective of the client, not the attorney, that is relevant. *S. Union Co. v. Sw. Gas Corp.*, 205 F.R.D. 542, 546 (D. Ariz. 2002). Mr. Siniscalco’s declaration cannot trump Ms. Holman-Harries’ admission that the data she pulled for attorney analyses was “with regard to affirmative action.” *See* HH. Dep., Bremer Decl. ¶¶3, 4 & Ex. 2, at 109:10-110:22, 112:20-24; *see supra* Section II.B. Moreover, what is conspicuously *not* included in Mr. Siniscalco declaration further highlights Oracle’s attempt to obscure from this Court that the analyses were done to comply with OFCCP requirements. In a prior 2017 declaration, Mr. Siniscalco included statements that indicated that one of the purposes of his firm’s analyses of Oracle’s compensation was OFCCP compliance. *Compare* Oracle Siniscalco Decl. ¶ 7(e),

¹⁴ Oracle’s reference to *Melgoza v. Rush Univ. Med. Ctr.*, Opp. 1-2, does not help it. That Court stated “[c]andidly, a description of logged document as a ‘[r]eport commissioned and completed under the direction of Rush legal counsel for the purpose of providing legal advice’ does not provide detail sufficient to allow the Court to determine whether legal advice was sought or revealed.” 2019 WL 2504094 *1, *8 (N.D. Ill. June 14, 2019).

¹⁵ Oracle seeks to minimize the obvious parallels to *Welch* by accusing OFCCP of an attempt “to sully Oracle’s attorneys.” Opp. 12. But a review of Ms. Holman-Harries’ repeated recitation of conclusory legalese is on all fours with *Welch* and leaves no other possible conclusion. *See* Mot. 5 (citing HH Dep. 175:20-177:1 (“[A]ny kind of pay analysis by my team was done under attorney-client work product and was submitted to our attorneys as part of their work product and as part of privileged information[.]”)).

attached to Opp. to Mot. to Compel (Aug. 25, 2017) *with* Siniscalco Decl. ¶ 5 (July 3, 2019) (2019 statement omits references to “[a]ssessing EEO compliance and nondiscrimination” and to rescinded OFCCP guidance regarding compensation analyses under § 60-2.17). As Oracle recognized by omitting this language in the current declaration, Mr. Siniscalco’s 2017 declaration contradicts its current assertion that “Oracle’s analyses were conducted for the sole purpose of securing legal advice, not for complying with Section 2.17.” Opp. 15.

Oracle’s repeated recitations of privilege and revised attorney declaration—which itself contains nothing more than conclusory statements—are woefully insufficient to meet Oracle’s burden of establishing that each compensation analysis it claims is privileged was “conducted for the sole purpose of securing legal advice, and not for complying with Section 2.17,” as it claims (Opp. 15), or even the basic facts about the documents for which it invokes the privileges.

F. Oracle Fails to Address OFCCP’s Waiver Argument Under the *Burlington* Factors.

Oracle provides no reasoned response to OFCCP’s argument that Oracle waived any claim of privilege under *Burlington N. & Santa Fe Ry. Co. v. U.S. Dist. Court for Dist. of Mont.*, 408 F.3d 1142, 1149 (9th Cir. 2005). Mot. 19. Oracle appears to claim that its long-standing conclusory assertions that *some* (unidentified) documents were privileged suffices. Opp. 2. The *Burlington* standard, however, requires far more including information sufficient to determine whether each document is privileged, the timeliness of the assertion, the size of the document production, and other factors rendering responding to discovery difficult. 408 F.3d at 1149.

The belated privilege logs Oracle has provided have been utterly inadequate to evaluate the privileges asserted. Although Oracle’s first privilege log was also insufficient, it is simply irrelevant here. Oracle refuses to identify whether any of the documents OFCCP seeks in this motion are on that log, and it suggests that none are in fact logged there because Oracle allegedly only produced its single-page “categorical” log in May 2019 “in response to the subsequent round of document requests that actually triggered the requirement for Oracle to log them.” Opp. 9. Thus, Oracle admits that this single page “categorical” document, provided over two years after OFCCP’s initial requests, is the only log covering the documents at issue here.

This “log” consisted of only two categorical entries; category 1 describes:

Category No.	Date Range	Sender(s)/Recipient(s)/Copys(es)/Custodians	Privilege Type	Description
I	9/12/2013 - 11/22/2016	Bourque, Neil Couch, William Daniel, Lida Holman-Harries, Shauna Nyakundi, Charles Smith, Sean	Attorney-Client Attorney Work Product	Evaluations of Oracle's compensation system related to HQCA employees conducted at the direction of counsel

Bremer Decl., Ex. 42.¹⁶ In an apparent acknowledgement that serving a log two years after the documents were requested is *per se* waiver, Oracle concocts an excuse that it only had a duty to create the log at that point. But, Oracle's October 26, 2017 privilege log should have identified compensation analyses it claims are privileged, because Oracle had already responded to OFCCP's 3rd set of RFPs (which included RFPs 93, 95-98, 103, 104 and their broad requests for compensation analyses), and Oracle represented that that log "reflect[ed] documents withheld in connection with Oracle's productions to date." Bremer Decl. ¶¶ 26, 40, Exs. 24, 38.

For the same reason, Oracle's accusation that OFCCP did not meet and confer is a sham. Opp. 9. The documents at issue here should have been logged on the October 2017 log, and OFCCP made repeated requests that Oracle correct the deficiencies in that log. Bremer Decl. ¶¶ 39-43, Exs. 37-41. These requests were met with obfuscation. As late as April of 2019, Oracle refused to acknowledge whether the documents at issue *even existed*. *See id.*, Ex. 41, at pp. 2, 3 ("[S]uch documents, to the extent they exist, were not done to comply with OFCCP regulations[.]"). The idea that OFFCP did not adequately meet and confer despite two years of back-and-forth is a last-ditch appeal for another chance to produce a sufficient log. But given their bald gamesmanship and the two years of delay already, Oracle should not be allowed yet another opportunity. *See Fid. & Deposit Co. of Maryland v. Big Town Mech., LLC*, 2017 WL 4855407, at *3 (D. Nev. Oct. 26, 2017) (an order to supplement log would not be reasonable lesser sanction for "sophisticated corporate litigant").

Oracle's continued obfuscation for four years about the compensation analyses it now claims it conducted and its belated inadequate single-page log is exactly the sort of "tactical manipulation of the rules and the discovery process" that the *Burlington* waiver doctrine is intended to address. 408 F.3d at 1149. The result must be waiver.

¹⁶ Oracle does not identify any documents relating to any actions Oracle took *in response* to audits of its compensation system (RFP Nos. 96, 98, 151, 153, 155, 159, 104, 174, 175). *See* Bremer Decl., Exs. 23, 25.

G. Oracle’s Privilege Assertions Do Not Shield Facts.

Even if Oracle met its burden of establishing the privileges apply—which it has not—Oracle does not deny that OFCCP is still entitled to all underlying factual information. Mot. 15. (citation omitted). Oracle argued it was entitled to information about *OFCCP*’s statistical analysis described in the SAC, saying “[t]hese are not attorney opinion questions; they are fact questions.” Oracle Reply at 5 (June 19, 2019); *see also*, Order at 15, 17 (July 1, 2019). Thus, even if Oracle had properly invoked privilege here, the factual material in documents created by nonattorneys—including any statistical analysis, action plans they carried out or created, and internal reporting on correcting disparities—is not privileged and must be produced.

III. CONCLUSION

For the foregoing reasons, OFCCP respectfully requests that the Court overrule Oracle’s outstanding objections and compel them to produce all documents responsive to OFCCP’s RFPs 71, 72, 80, 93, 95-98, 103-104, 148, 150-155, 158-159, 174, and order that Ms. Holman-Harries be recalled for questioning.

Date: July 12, 2019

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CERTIFICATE OF SERVICE

I certify that on this 12th day of July, 2019, the foregoing **PLAINTIFF'S REPLY MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO COMPEL ORACLE'S COMPENSATION ANALYSES** was served on the following individuals by email at the following addresses:

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