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11

12 UNITED STATES DISTRICT COURT FOR THE
13 NORTHERN DISTRICT OF CALIFORNIA

14 **OFFICE OF FEDERAL CONTRACT**
15 **COMPLIANCE PROGRAMS, UNITED**
16 **STATES DEPARTMENT OF LABOR**

) Case No.: 2017-OFC-00006

) **DECLARATION OF AVINASH PANDEY**

16) Plaintiff,

17) V.

18 **ORACLE AMERICA, INC.**

19) Defendant.
20)
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28)

1 I, Avinash Pandey, state and declare as follows.

2 1. I am providing this declaration pursuant to a request from the U.S.
3 Department of Labor, Office of the Solicitor.

4 2. I identify as an Asian-Indian male and I worked for Oracle America, Inc. at
5 the Redwood Shores facilities from approximately 1999 to 2004 and from 2006 to 2019. I
6 have personal knowledge of the matters stated herein and, if necessary, I could and would
7 testify to the facts stated below.

8
9 3. I obtained a Master's Degree from University of Michigan, Ann Arbor in
10 Engineering in 1996 and a Bachelor's degree in Naval Architecture from the Indian Institute
11 of Technology, Kharagpur, India in 1994.

12 4. Prior to joining Oracle, I had 2 years of experience in the technology industry.
13 In the job I had prior to working at Oracle, I was a software developer where I was
14 responsible for developing 3-D visualization software for automotive companies. I worked
15 for Engineering Animation, Inc.

16
17 5. I joined Oracle after submitting an online resume for a number of applications
18 development positions. I was interviewed and hired by Oracle's application development
19 team and started at Oracle as an Applications Engineer, which was an IC 2 position. In that
20 role, I was responsible for developing software for the Oracle Applications Implementation
21 Wizard product. In or around August or September 2000 I told my manager I was planning to
22 leave for a new position at a technology start-up. At that point Oracle increased my salary
23 from \$72,000 to \$85,000, I was given some stock options, and I was promoted to Senior
24 Applications Engineer, which was an IC 3 position. Around this time my manager indicated
25 that because I was getting such a large raise, I would be on the back burner for another raise
26 for a while—indeed this was true until 2004 when I left Oracle for Seibel. In February 2002,
27 I was promoted to Project Lead, which was an IC 4 position.

1 6. Around May of 2004, there was an Oracle reorganization, and my product was
2 transitioned to India. As part of the impacted team, I was given one month to find a new role
3 within Oracle. I found a role as an IT Principal Consultant at the Redwood Shores facility. I
4 held this role for around 4 to 6 weeks. I did not receive any training in my role as an IT
5 Principal Consultant, and I was expected to be able to complete my work in this role on the
6 first day I held this position. I should also note, I had the skills to do this position on the first
7 day even though I had worked in Applications within Product Development.

8 7. In around August 2004, I moved to Seibel as a manager for Quality
9 Engineering, which was an M2 position. In this role, I was responsible for overseeing a large
10 quality engineering team of about 50 people, including team members in India. I managed
11 software quality assurance for Seibel's 7.8 release where I handled one of Seibel's main
12 features called Customer/Order Management.

13 8. In around March 2006, I again became an Oracle employee after Oracle
14 acquired Seibel. I moved back to the Redwood Shores facility around May 2006. I retained
15 my level as an M2 and my position remained the same. I was promoted to Senior Quality
16 Assurance (QA) Manager around September of 2006. As a Senior QA Manager I held an M3
17 position. In this role, I managed projects such as Partner Relationship Management and
18 verticals in the Customer Relationship Management-CME and automotive. As an M3 I had
19 less responsibility than my role as an M2 because I was managing a smaller team.

20 9. Around April of 2008, I transferred to CRM On Demand organization within
21 Oracle CRM Applications. My discretionary title changed to Group Quality Assurance
22 Manager. I retained my level as an M3, but my salary did not change. I was in this role for
23 around two years.

24 10. In around July 2010, I was promoted to Director, which was an M4 position. I
25 did not receive a salary increase when I was promoted to the Director position. I held this

1 position for about 9 years, until May 2019 years. I never received another promotion while
2 working at Oracle.

3
4 11. Between 2006 and 2019 I received minimal salary raises. In 2006 my salary
5 was around \$110,000. When I left Oracle my salary was around \$142,000. In these 13 years
6 my salary only increased by around \$32,000. During this period of time I had been promoted
7 from an M2 level to an M4 level position.

8 12. With regard to getting new people on my team, generally I would get new
9 people on my team through internal transfers. In 2008 I hired Redacted to join my
10 group in Redacted, as part of our Redacted was an
11 Redacted and I hired Redacted from Redacted current group, which was in Redacted
12 Redacted group. I did not provide Redacted any training as part of Redacted
13 Redacted into our Redacted role and Redacted was able to adequately
14 perform Redacted duties in this role. The job that Redacted had with me had more Redacted issues
15 related duties than Redacted job in Redacted, which had more technical responsibilities.

16
17 13. It was common practice for HR to provide a guideline for how I should award
18 compensation raises to the employees reporting to me. These guidelines came to me via
19 email through my management chain. In these emailed guidelines I was instructed on the
20 percentage of my team that I could give a salary increase. The guidelines also contained a
21 percentage range for the raises that could be issued. As a manager I was expected to
22 implement these guidelines for awarding salary raises. In my experience, if a manager
23 wanted to compensate an employee differently from HR's guidelines, the manager must
24 present a compelling case for this deviation, and even then the salary award may still be
25 denied by upper management and/or HR.

26
27 14. For example, I recall around 2010 or 2011 that management emailed out our
28 focal review salary guidelines. I decided to give all of my U.S. employees a salary increase,

1 which did not comply with HR's guideline for that year. My manager, who was an M5,
2 agreed with these salary increases, and he approved it in our focal management system. It
3 was also approved by my VP, at the M6 level. I could see this in the Workbench Tool. In the
4 subsequent salary approval process I saw salary increases for two of my U.S. employees,
5 who I had designated for an increase, had been removed. My manager later told me that HR
6 had removed these increases because it was in violation of HR's salary increase guideline for
7 that year. On one occasion, I believe around 2010, I remember these salary focal guidelines
8 were forwarded to me via email from Thomas Kurian, an Executive Vice President at Oracle.
9 As I recall this email, the guidelines were very specific.

10
11 15. In the Workbench Tool I mentioned earlier, I entered pay raise
12 recommendations. Just because I entered a particular pay raise recommendation, it did not
13 necessarily mean it would be adopted. In fact, there were multiple occasions when upper
14 management changed my recommendations. I could see the changes in the Workbench Tool
15 before the final approval.

16 16. With regard to performance reviews and employee ratings, some years we had
17 a formal performance review/appraisal process where HR provided managers and employees
18 with dates for when the reviews must be completed and put in the appraisal system. Other
19 years, HR did not set deadlines for performance reviews/appraisals. However, as a manager I
20 was tasked with entering employee ratings in the Workbench Tool for Focal Reviews, which
21 came months before the appraisals were done. I had to enter the ratings in the Workbench
22 Tool without discussing the ratings I was awarding with my employees.

23
24 17. Around January 2019, I had around seven employees who directly or
25 indirectly reported to me. Around this time my manager rated the seven employees who
26 reported to me without consulting me, or asking me about their performance. I recall seeing
27 this in the Workbench Tool, not the Appraisal System. I believe my manager based the

1 employees' ratings on the rating they had received from me for the prior year, because the
2 employees' ratings remained the same as they were from the prior year and because my
3 manager did not ask me about my employees' performance for the current year. I asked my
4 peers who were under the same manager as me if they experienced this same rating
5 experience by our manager. I was told by my peers that our manager also rated the
6 employees who reported to them without consulting them about their performance.

7
8 18. On another occasion, around 2014 or 2015, my manager asked me to give one
9 of my employees a rating of 2 instead of the higher rating that I had assigned the employee. I
10 directly asked my manager if he had pressure from HR to rate a certain percentage of
11 employees with lower ratings. My manager did not respond to my question. I told my
12 manager that I did not want to lower this employees rating, but that he could change the
13 rating on his own if he wanted to.

14 19. While I was a Director, I repeatedly asked my managers about a salary
15 increase and told them that I felt I was underpaid. My manager told me that I was paid well
16 within his organization, and he implied that if I wanted a salary increase I would need to go
17 to another company.

18 20. In 2019, I was laid off from Oracle as part of a reduction in force.

19
20 21. I declare under penalty of perjury under the laws of the United States that the
21 foregoing is true and correct.

22 Executed on October 25, 2019, in San Ramon, California,

23
24 

25 _____
26 Avinash Pandey