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United States Department of Labor  

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

Case No.: 2017-OFC-00006  

DECLARATION OF DIANE BOROSS  

Plaintiff,  

V.  

ORACLE AMERICA, INC.  

Defendant.
I, Diane Boross, state and declare as follows.

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

2. I identify as a White woman and I worked for Oracle America, Inc. at the Redwood Shores facilities from approximately 2006 to 2018. I have personal knowledge of the matters stated herein and, if necessary, I could and would testify to the facts stated below.

3. I obtained a Master’s Degree from Notre Dame de Namur University in eBusiness Management and a Bachelor’s degree in Industrial Design from San Jose State University. I graduated at the top of my class in Design.

4. Prior to joining Oracle, I had over 25 years of experience in the technology industry. Before working at Oracle, I was running my own business and held the title of Visual Interaction Design Consultant. Before that I established the user interaction design function at Bay Networks, and managed it for approximately four to five years.

5. I was recruited to work at Oracle by one of Oracle’s internal recruiters, after applying for more than one job there. Prior to Oracle making its compensation offer, the recruiter asked me for my prior pay. At the time, I was billing hourly, and I billed between $100 to $120, depending on the client and project. During the recruitment process there was an option as to whether I would work for Oracle as a contractor or as a full-time employee. I opted for the full-time job because I was interested in having my families’ health benefits covered.

6. I was hired into the position of Senior Interaction Designer, an IC 3 position, in Product Development. After starting work, I realized this position was too low of a position for my skills, experience, and expertise. I had worked in positions equivalent to, and higher than, principal designer in my prior jobs. For example, the first time I had worked as
a senior designer was in 1983. I requested to be hired as a principal designer, but I was told
that was not option by the hiring manager. I was hired into what later became the User
Experience group.

7. I held the position Senior Interaction Designer, from my hire until
approximately 2009, when I was promoted to Principal Interaction Designer, an IC 4
position. I held the Principal Interaction Designer position until I separated from
employment with Oracle in 2018. The difference between a Principal Designer and Senior
Designer was the level at which you worked with Engineering and Product Management to
assess what needed to be done. The work assessments were at a higher level, and then it was
my responsibility to break down what needed to be done into a smaller series of problems to
be resolved. As a Senior Designer, you would be assigned smaller problems that need to be
resolved.

8. During my tenure at Oracle, I worked on workflows, design patterns, and
information architecture that spanned all Enterprise Applications and Customer Relationship
Management products. Design patterns are solutions that, when universally applied and
combined, create a software application. I initially worked on workflows related to security.
After about a year, I was assigned to work on Customer Relationship Management
workflows. I later transferred into a different reporting structure in around 2013, but I
continued to work on Customer Relationship Management workflows for about another year.
After that I switched over to working on centralized design patterns and the Applications
User Experience Website. At this point, I worked primarily on universal design patterns used
in all Enterprise Applications. I also wrote the content that went along with the design
patterns. Design content is something akin to a published recipe used to build software that
will resolve a specific user problem.
9. Jeremy Ashley was the VP of User Experience when I first worked at Oracle. A few months after I was hired, I was invited to eat lunch with him. During this lunch meeting, I indicated that I did not think that I was hired at the appropriate job title for my level of experience. I also indicated that I thought my pay was too low. He told me that if I wanted to get more money I would have to leave and come back. It appeared to me that Jeremy was trying to help me when he told me this.

10. Even though I had been promoted in around 2009 and taken on higher-level work, I did not receive a pay raise until 2014. The raise was a little over $3,000. This was the only raise I received while working at Oracle.

11. While I was a Principal Interaction Designer, I was sent out to assess, evaluate, and determine what kind of work needed to be done on an application that was obtained from another company that Oracle recently acquired. I identified and evaluated the application’s usability and design to determine the design discrepancies with Oracle’s applications platform. This was very high-level work. In my experience, this was design architect-level work. I also evaluated applicants and interns for the User Experience Department. This type of evaluation was done by managers and trusted higher-level employees. I was also responsible for drafting written responses to technical questions from any other departments regarding the correct interpretation of User Experience patterns. This was a task given to only a select group of designers. I was able to do this because I was trusted to interpret patterns, even those I had not designed, and communicate clearly how those patterns are best interpreted. I knew I possessed communication skills and experience that other designers did not have. I was doing high-level work, but there was no clear path forward to get another promotion or another raise. The advice I received from upper management was to leave Oracle and return to negotiate a higher wage.
12. I obtained a patent for Oracle while working there. The patent was for a data
2 table I had designed. The table allowed the user to set the highest priority for a given object
3 and retain that priority under any type of secondary sorting that occurs by the user. There
4 were three other people on the patent application with me. We were part of team assigned to
5 work on applications for lists of customers or contacts. I applied for the patent around 2012.
6 The patent was awarded around 2017. I did at least 90% of the work putting together the
7 proposal to obtain the patent. The proposal is the first step that must be taken at Oracle to
8 apply for a patent. I received one small bonus upon application for the patent. I did not
9 receive a raise after the patent application was submitted or a second bonus when the patent
10 was awarded.

13. I declare under penalty of perjury under the laws of the United States that the
14 foregoing is true and correct.

Executed on October 30, 2019, in Belmont, California,

Diane Boross