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11 Attorneys for Defendant
ORACLE AMERICA, INC.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN MATEO

16 RONG JEWETT, SOPHY WANG, XIAN
MURRAY, ELIZABETH SUE PETERSEN
17 MARILYN CLARK, AND MANJARI KANT,
individually and on behalf of all others
18 similarly situated,

19 Plaintiffs,

20 v.

21 ORACLE AMERICA, INC.,

22 Defendant.

Case No. 17CIV02669

**DEFENDANT ORACLE AMERICA,
INC.'S RESPONSES AND
OBJECTIONS TO PLAINTIFFS'
THIRD SET OF SPECIAL
INTERROGATORIES**

Assigned for all purposes to the Honorable
V. Raymond Swope
Department 23

Trial Date: Not Set
Date Action Filed: June 16, 2017

23 PROPOUNDING PARTY: Plaintiffs RONG JEWETT, SOPHY WANG, XIAN MURRAY,
24 ELIZABETH SUE PETERSEN, MARILYN CLARK, AND
25 MANJARI KANT

26 RESPONDING PARTY: Defendant ORACLE AMERICA, INC.

27 SET NUMBER: Three (Nos. 5-9)

28

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 Pursuant to Code of Civil Procedure sections 2030.210, *et seq.*, Defendant Oracle
3 America, Inc. (“Defendant” or “Oracle”) hereby submits the following responses and objections
4 to Plaintiffs’ Special Interrogatories to Defendant Oracle America, Inc. (Set Three), served on
5 counsel for Oracle on August 6, 2018. These responses and objections are timely served pursuant
6 to the extension from Plaintiffs’ counsel memorialized in writing on August 28, 2018.

7 **PRELIMINARY STATEMENT**

8 Oracle has not completed its investigation of the facts related to this case and the
9 following response is, therefore, preliminary. Further discovery, investigation and research may
10 produce additional relevant facts that may change the response set forth below. Although this
11 response is complete to the best of Oracle’s knowledge, this response is given without prejudice
12 to Oracle’s right to produce at the time of trial or beforehand additional relevant evidence that
13 may come to light regarding the issues raised in this lawsuit. Oracle reserves the right to amend
14 its objections and response.

15 **RESPONSE TO SPECIAL INTERROGATORIES**

16 **SPECIAL INTERROGATORY NO. 5:**

17 Identify by name and title the head of each ORACLE line of business in which any
18 COVERED EMPLOYEE performed work during the CLASS PERIOD, the name of the line of
19 business (if any), and the dates during which the individual was the head of the line of business.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

21 Oracle objects to this Request on the ground that it is vague and ambiguous, including but
22 not limited to the terms “head” and “line of business.” Oracle cannot properly respond to the
23 Interrogatory without employing some understanding of these terms.

24 Oracle’s Person Most Knowledge (PMK) designee on PMK Topic No. 8 (Kate Waggoner)
25 has already been deposed regarding “Oracle’s organizational, management, supervisory, and
26 reporting structure as it relates to the general processes and practices for approving compensation
27 decisions for individuals within the Information Technology, Product Development, and Support
28 job functions in California during the appropriate statute of limitations period.” *See* Oracle’s

1 Resps. & Objs. To Pls.’ Am. PMK Depo. Notice (July 19, 2018), Response to Topic No. 8.
2 Ms. Waggoner testified that “generally” a “line of business” refers to “an organization that is led
3 by a specific person.” Waggoner Dep. Tr. Vol. 1 at 85:1-4; *see also id.* at 86:4-12 (noting that
4 “[w]e on the compensation team generally refer to a line of business by using a leader name”),
5 87:9-19 (referring to “a line of business” as “the direct reports” to each of Oracle’s three CEOs).
6 Oracle will interpret the term “head” as used in this request to mean “leader” as Ms. Waggoner
7 used the term, and “line of business” as Ms. Waggoner indicated the term is generally used by the
8 compensation team. By employing this definition in order to respond to this Interrogatory, Oracle
9 does not intend to suggest and in fact denies that the term “line of business” has a single,
10 universal meaning for every Oracle employee and in every Oracle document in every context.

11 Oracle further objects to the definition of CLASS PERIOD incorporated in this
12 Interrogatory as overbroad in that it encompassed the time period of June 16, 2013 “through the
13 present.” Oracle’s organizational and management structure is constantly in flux. Oracle
14 therefore interprets CLASS PERIOD to mean the time period of June 16, 2013 through the cut-
15 off date for the data extraction that generated the data files produced in this action, including in
16 particular ORACLE_JEWETT_00001180
17 (Jewett_Emp_Personal_Experience_Qualification_Assign_Details.xlsx).

18 Oracle further objects to this Interrogatory to the extent that it purports to require Oracle
19 to do anything by way of response beyond what is required by the California Code of Civil
20 Procedure and any applicable Rules of Court. Oracle further objects to this Interrogatory to the
21 extent that it is compound, conjunctive, and/or disjunctive, and therefore seeks to violate the
22 limitation on the number of special interrogatories that each party may propound. Oracle further
23 objects to this Interrogatory to the extent it seeks information that is neither relevant to nor
24 reasonably calculated to lead to the discovery of admissible evidence related to whether or not
25 this action should be certified as a class action.

26 Oracle further objects to this Interrogatory on the ground that it is overbroad, unduly
27 burdensome, and oppressive, including insofar as it seeks the production of information that is
28 unreasonably cumulative or duplicative, or can be obtained from some other source that is more

1 convenient, less burdensome, or less expensive. Oracle further objects to this Interrogatory on the
2 basis that the information Plaintiffs seek in response to it is equally available to Plaintiffs through
3 data that Oracle has produced in this action. Oracle is not required to create and will not create a
4 separate compilation or summary of that data. *See* Cal. Code Civ. Proc. § 2030.230; *Schaefer v.*
5 *Manufacturers Bank*, 104 Cal. App. 3d 70, 75 (1980); *Bunnell v. Superior Court*, 254 Cal. App.
6 2d 720, 724 (1967).

7 Subject to and without waiving the foregoing objections, Oracle responds as follows:

8 Oracle believes in good faith that it has already produced documents sufficient to provide
9 the information sought by this Interrogatory. Specifically, the "PEOPLE_HIERARCHY_DATA"
10 field (column BQ) in the "Emp Assignment information" tab in ORACLE_JEWETT_00001180
11 (Jewett_Emp_Personal_Experience_Qualification_Assign_Details.xlsx) contains a series of
12 names separated by the ">" symbol. This file and field include data extracted from Oracle's
13 reasonably accessible central data systems for individuals who were employed in the Information
14 Technology, Product Development, or Support job functions in California at some point during
15 the appropriate statute of limitations period. The subject employee's name is generally the name
16 farthest to the left in each row; that employee's immediate manager is generally the second-left-
17 most name in that row; and so on, with the right-most or second-right-most name in the field
18 generally being the name of one of Oracle's CEOs or CTO (with "Board of Directors, Oracle"
19 appearing as the right-most value in some fields). The name immediately to the left of the Oracle
20 CEO/CTO's name thus indicates a "head" of a "line of business" according to Ms. Waggoner's
21 definition. For example, the name immediately to the left of "Ellison, Mr Lawrence J" in every
22 row whose EFFECTIVE_END_DATE is on or after June 16, 2013 for [REDACTED],
23 Rong Jewett, [REDACTED], Xian Murray, and Sophy Wang is "Kurian, Mr Thomas"; the name
24 immediately to the left of "Hurd, Mark" in every row whose EFFECTIVE_END_DATE is on or
25 after June 16, 2013 for plaintiff [REDACTED] is "Rozwat, Mr Charles A."

26 **SPECIAL INTERROGATORY NO. 6:**

27 For each ORACLE line of business in which a COVERED EMPLOYEE performed work
28 during the CLASS PERIOD, identify the level of management (e.g., M1, M2, M3, M4, etc.) to

1 which each decision to allocate salary increases, bonuses, and equity was “pushed down,” as that
2 process is described at ORACLE_JEWETT_00000589, for each year from 2013 through the
3 present.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

5 Oracle objects to this Request on the ground that it is vague and ambiguous, including but
6 not limited to the terms “decision,” “allocate,” “line of business,” “performed work,” “level of
7 management,” “decision to allocate,” and “pushed down.” Oracle cannot properly respond to the
8 Interrogatory without employing some understanding of these terms.

9 Oracle’s Person Most Knowledge (PMK) designee on PMK Topic No. 8 (Kate Waggoner)
10 has already been deposed regarding “Oracle’s organizational, management, supervisory, and
11 reporting structure as it relates to the general processes and practices for approving compensation
12 decisions for individuals within the Information Technology, Product Development, and Support
13 job functions in California during the appropriate statute of limitations period.” *See* Oracle’s
14 Resps. & Objs. To Pls.’ Am. PMK Depo. Notice (July 19, 2018), Response to Topic No. 8.
15 Ms. Waggoner testified that “generally” a “line of business” refers to “an organization that is led
16 by a specific person.” Waggoner Dep. Tr. Vol. 1 at 85:1-4; *see also id.* at 86:4-12 (noting that
17 “[w]e on the compensation team generally refer to a line of business by using a leader name”),
18 87:9-19 (referring to “a line of business” as “the direct reports” to each of Oracle’s three CEOs).
19 Oracle will interpret the term “head” as used in this request to mean “leader” as Ms. Waggoner
20 used the term, and “line of business” as Ms. Waggoner indicated the term is generally used by the
21 compensation team. By employing this definition in order to respond to this Interrogatory, Oracle
22 does not intend to suggest and in fact denies that the term “line of business” has a single,
23 universal meaning for every Oracle employee and in every Oracle document in every context.

24 Oracle further objects to the definition of CLASS PERIOD incorporated in this
25 Interrogatory as overbroad in that it encompassed the time period of June 16, 2013 “through the
26 present.” Oracle’s organizational and management structure is constantly in flux. Oracle
27 therefore interprets CLASS PERIOD to mean the time period of June 16, 2013 through the cut-
28 off date for the data extraction that generated the data files produced in this action.

1 Oracle objects to this Interrogatory to the extent that it purports to require Oracle to do
2 anything by way of response beyond what is required by the California Code of Civil Procedure
3 and any applicable Rules of Court. Oracle further objects to this Interrogatory to the extent that it
4 is compound, conjunctive, and/or disjunctive, and therefore seeks to violate the limitation on the
5 number of special interrogatories that each party may propound. Oracle further objects to this
6 Interrogatory to the extent it seeks information that is neither relevant to nor reasonably
7 calculated to lead to the discovery of admissible evidence related to whether or not this action
8 should be certified as a class action.

9 Oracle further objects to this Interrogatory on the ground that it is overbroad, unduly
10 burdensome, and oppressive, including insofar as it seeks the production of information that is
11 unreasonably cumulative or duplicative, or can be obtained from some other source that is more
12 convenient, less burdensome, or less expensive. Oracle further objects to this Interrogatory to the
13 extent that the information Plaintiffs seek in response to it is equally available to Plaintiffs
14 through testimony that Oracle recently provided. Oracle is not required to create and will not
15 create a separate compilation or summary of that information. *See Cal. Code Civ. Proc. §*
16 *2030.230; Schaefer v. Manufacturers Bank*, 104 Cal. App. 3d 70, 75 (1980); *Bunnell v. Superior*
17 *Court*, 254 Cal. App. 2d 720, 724 (1967).

18 Oracle further objects to this Interrogatory in that it rests on the faulty assumption that
19 there is a set “level of management” to which “each decision to allocate salary increases, bonuses,
20 and equity was ‘pushed down’” in each “ORACLE line of business” in a given year. The
21 document cited in the Interrogatory, and testimony given to date in the case, make clear that the
22 level of individuals who had input into the allocation of budgets impacting putative class
23 members varied even within a given “ORACLE line of business.” As Ms. Waggoner testified,
24 focal salary increase budgets are “pushed down to each of [the CEOs’] directs ... [a]nd from there
25 each LOB head makes their own determination on how to allocate -- how to push their budget
26 further.” Waggoner Dep. Tr. Vol. 1 at 182:18-183:16; *see also* ORACLE_JEWETT_00000589
27 (“[B]udgets are pushed from the top down, and some [lines of business] may stop at a specific
28 level of management while allocating. ... Even if a budget is not pushed all the way down to you

1 in [the system], [a manager] may still allocate money to [his or her] employees.”); Waggoner
2 Dep. Tr. Vol. 1 at 186:21-188:20 (Q: “Okay. In the lines of business in product development,
3 how far down does it go? ... A. It would vary.”); *id.* at 198:30-199:13, 232:20-233:12.
4 Furthermore, Ms. Waggoner testified that lower-level managers may make “recommendations”
5 regarding budgetary allocation even if the compensation tool does not show them as having that
6 authority (*see id.* at 234:2-235:17), and thus each and every “decision to allocate” or input into
7 that decision is not captured in Oracle’s systems. So understood, this Interrogatory is compound
8 and unduly burdensome. At present, despite reasonably diligent efforts, Oracle has not identified
9 any systematic way to reasonably answer the Interrogatory as phrased, or any centralized data
10 repository or source from which responsive information can be extracted.

11 Subject to and without waiving the foregoing objections, Oracle responds as follows:

12 Consistent with counsel for Oracle’s representation on the parties’ September 12, 2018
13 meet and confer call, Oracle is willing to meet and confer further about this Interrogatory.

14 **SPECIAL INTERROGATORY NO. 7:**

15 Identify by name which ORACLE product or products are associated with a particular
16 ORACLE line of business in which a COVERED EMPLOYEE performed work during the
17 CLASS PERIOD.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

19 Oracle objects to this Request on the ground that it is vague and ambiguous, including but
20 not limited to the terms “product or products,” “associated with,” “line of business,” and
21 “performed work.” Oracle cannot properly respond to the Interrogatory without employing some
22 understanding of these terms.

23 Oracle’s Person Most Knowledge (PMK) designee on PMK Topic No. 8 (Kate Waggoner)
24 has already been deposed regarding “Oracle’s organizational, management, supervisory, and
25 reporting structure as it relates to the general processes and practices for approving compensation
26 decisions for individuals within the Information Technology, Product Development, and Support
27 job functions in California during the appropriate statute of limitations period.” *See* Oracle’s
28 Resps. & Objs. To Pls.’ Am. PMK Depo. Notice (July 19, 2018), Response to Topic No. 8.

1 Ms. Waggoner testified that “generally” a “line of business” refers to “an organization that is led
2 by a specific person.” Waggoner Dep. Tr. Vol. 1 at 85:1-4; *see also id.* at 86:4-12 (noting that
3 “[w]e on the compensation team generally refer to a line of business by using a leader name”),
4 87:9-19 (referring to “a line of business” as “the direct reports” to each of Oracle’s three CEOs).
5 Oracle will interpret the term “head” as used in this request to mean “leader” as Ms. Waggoner
6 used the term, and “line of business” as Ms. Waggoner indicated the term is generally used by the
7 compensation team. By employing this definition in order to respond to this Interrogatory, Oracle
8 does not intend to suggest and in fact denies that the term “line of business” has a single,
9 universal meaning for every Oracle employee and in every Oracle document in every context.

10 Oracle objects to this Interrogatory to the extent that it purports to require Oracle to do
11 anything by way of response beyond what is required by the California Code of Civil Procedure
12 and any applicable Rules of Court. Oracle further objects to this Interrogatory to the extent that it
13 is compound, conjunctive, and/or disjunctive, and therefore seeks to violate the limitation on the
14 number of special interrogatories that each party may propound. Oracle further objects to this
15 Interrogatory to the extent it seeks information that is neither relevant to nor reasonably
16 calculated to lead to the discovery of admissible evidence related to whether or not this action
17 should be certified as a class action.

18 Oracle further objects to this Interrogatory on the ground that it is overbroad, unduly
19 burdensome, and oppressive, including insofar as it seeks the production of information that is
20 unreasonably cumulative or duplicative, or can be obtained from some other source that is more
21 convenient, less burdensome, or less expensive. Oracle further objects to this Interrogatory to the
22 extent that the information Plaintiffs seek in response to it is equally available to Plaintiffs
23 through data that Oracle recently produced. Oracle is not required to create and will not create a
24 separate compilation or summary of that data. *See* Cal. Code Civ. Proc. § 2030.230; *Schaefer v.*
25 *Manufacturers Bank*, 104 Cal. App. 3d 70, 75 (1980); *Bunnell v. Superior Court*, 254 Cal. App.
26 2d 720, 724 (1967).

27 Oracle further objects to this Interrogatory as compound and unduly burdensome.
28 Throughout its history, Oracle has grown not only through its own development of new products

1 and services, but also through acquiring other companies and the products and services they offer.
2 Oracle's website currently lists over 850 products on its Products A-Z webpage (see
3 <https://www.oracle.com/products/oracle-a-z.html>) and over 390 products on its Acquired
4 Products A-Z webpage (see <https://www.oracle.com/products/acquired-a-z.html>), totaling over
5 1200 uniquely identified products. Determining which of these products every one of the
6 thousands of employees who worked in the Product Development, Information Technology,
7 and/or Support job functions at any of Oracle's California locations worked on at any time from
8 June 16, 2013 forward is not a straightforward task or one that can be easily translated into a
9 verified interrogatory response. At present, despite reasonably diligent efforts, Oracle has not
10 identified any systematic way to reasonably answer the Interrogatory as phrased, or any
11 centralized data repository or source from which responsive information can be extracted. For
12 example, the "Product_Association" field in ORACLE_JEWETT_00001180
13 (Jewett_Emp_Personal_Experience_Qualification_Assign_Details.xlsx), tab Emp Assignment
14 information, column AS is populated for only a fraction of the entries for individuals in the job
15 functions during the CLASS PERIOD (as defined by Plaintiffs).

16 Subject to and without waiving the foregoing objections, Oracle responds as follows:

17 Oracle is willing to meet and confer further about this Interrogatory.

18 **SPECIAL INTERROGATORY NO. 8:**

19 Identify by Bates number the employment agreements, if any, that were in effect during
20 the CLASS PERIOD as to any COVERED EMPLOYEE, and the dates when each such
21 agreement was in effect.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

23 Oracle objects to this Request on the ground that it is vague and ambiguous, including but
24 not limited to the term "employment agreements." Oracle objects to this Interrogatory to the
25 extent that it purports to require Oracle to do anything by way of response beyond what is
26 required by the California Code of Civil Procedure and any applicable Rules of Court. Oracle
27 further objects to this Interrogatory to the extent that it is compound, conjunctive, and/or
28 disjunctive, and therefore seeks to violate the limitation on the number of special interrogatories

1 that each party may propound. Oracle further objects to this Interrogatory to the extent it seeks
2 information that is neither relevant to nor reasonably calculated to lead to the discovery of
3 admissible evidence related to whether or not this action should be certified as a class action.

4 Oracle further objects to this Interrogatory on the ground that it is overbroad, unduly
5 burdensome, and oppressive, including insofar as it seeks the production of information that is
6 unreasonably cumulative or duplicative, or can be obtained from some other source that is more
7 convenient, less burdensome, or less expensive. Oracle further objects to this Interrogatory on the
8 basis that the information Plaintiffs seek in response to it is equally available to Plaintiffs through
9 documents that Oracle has already produced. Oracle is not required to create and will not create a
10 separate compilation or summary of that data. *See* Cal. Code Civ. Proc. § 2030.230; *Schaefer v.*
11 *Manufacturers Bank*, 104 Cal. App. 3d 70, 75 (1980); *Bunnell v. Superior Court*, 254 Cal. App.
12 2d 720, 724 (1967).

13 Subject to and without waiving the foregoing objections, Oracle responds as follows:

14 PR_BEGPROD	PR_FILE_NAME
15 ORACLE_JEWETT_00004642	US Regular Emp Agreement (Fmr EE Grouslin Signed in 1994).pdf
16 ORACLE_JEWETT_00004658	US Regular Emp Agreement.pdf
17 ORACLE_JEWETT_00004653	US Regular Emp Agreement_(Fmr EE Fenner signed 2005).pdf
18 ORACLE_JEWETT_00004650	US Regular Emp Agreement_01SEP2009.pdf
19 ORACLE_JEWETT_00004655	US Regular Emp Agreement_March 2010.pdf
20 ORACLE_JEWETT_00004644	US Regular Emp Agreement - 2013.pdf
21 ORACLE_JEWETT_00004647	US Regular Emp Agreement - Modified 2014.pdf
ORACLE_JEWETT_00004639	Employment Agreement Mutual Agreement to Arbitrate 3.24.2017.docx

22 Despite reasonably diligent efforts, Oracle has not to date been able to determine with any
23 more specificity the dates on which each of these employment agreements was generally in use,
24 aside from looking to the dates on which the foregoing documents were actually signed by
25 particular employees and the dates in the individual file names.

26 ///
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1 **SPECIAL INTERROGATORY NO. 9:**

2 Explain whether, if there were any changes to ORACLE's employment agreements during
3 the CLASS PERIOD, current employees were required to sign any revised or updated
4 employment agreements, or whether they were applied only to new hires.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

6 Oracle objects to this Request on the ground that it is vague and ambiguous, including but
7 not limited to the terms "changes," "employment agreements," "current employees," "required,"
8 "revised or updated," "applied," and "new hires." Oracle further objects to this Interrogatory to
9 the extent that it purports to require Oracle to do anything by way of response beyond what is
10 required by the California Code of Civil Procedure and any applicable Rules of Court. Oracle
11 further objects to this Interrogatory to the extent that it is compound, conjunctive, and/or
12 disjunctive, and therefore seeks to violate the limitation on the number of special interrogatories
13 that each party may propound. Oracle further objects to this Interrogatory to the extent it seeks
14 information that is neither relevant to nor reasonably calculated to lead to the discovery of
15 admissible evidence related to whether or not this action should be certified as a class action.

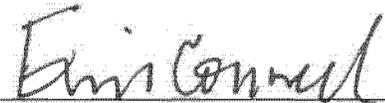
16 Oracle further objects to this Interrogatory on the ground that it is overbroad, unduly
17 burdensome, and oppressive, including insofar as it seeks the production of information that is
18 unreasonably cumulative or duplicative, or can be obtained from some other source that is more
19 convenient, less burdensome, or less expensive. Oracle further objects to this Interrogatory on the
20 basis that the information Plaintiffs seek in response to it is equally available to Plaintiffs through
21 documents that Oracle has already produced. Oracle is not required to create and will not create a
22 separate compilation or summary of that data. *See* Cal. Code Civ. Proc. § 2030.230; *Schaefer v.*
23 *Manufacturers Bank*, 104 Cal. App. 3d 70, 75 (1980); *Bunnell v. Superior Court*, 254 Cal. App.
24 2d 720, 724 (1967).

25 Subject to and without waiving the foregoing objections, Oracle responds as follows:
26 During the CLASS PERIOD (as defined by Plaintiffs), Oracle has not had any uniform policy or
27 practice of requiring employees working in California in the Product Development, Information
28 Technology, or Support job functions to sign new employment agreements when a new form or

1 template employment agreement is approved for use, and to the best of Oracle's knowledge no
2 such employees have been required to do so.

3 Dated: September 19, 2018

GARY R. SINISCALCO
JESSICA R. PERRY
ERIN M. CONNELL
KATHRYN G. MANTOAN
Orrick, Herrington & Sutcliffe LLP

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7 By: 
8 ERIN M. CONNELL
9 Attorneys for Defendant
10 ORACLE AMERICA, INC.
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VERIFICATION

I, Rich Allison, declare I am the Senior Vice President, Global Practices and Risk Management. for Oracle America, Inc., and am authorized to make this verification on its behalf.

I have read the following:

**DEFENDANT ORACLE AMERICA, INC.'S RESPONSES AND OBJECTIONS
TO PLAINTIFFS' THIRD SET OF SPECIAL INTERROGATORIES**

and know its contents. I am informed and believe that the matters stated therein are true and on that ground declare under penalty of perjury under the laws of the State of California that the same are true and correct and that this verification was executed on September 18, 2018 in

Redwood City, California.


Rich Allison