

**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

**DEFENDANT ORACLE
AMERICA, INC.'S OBJECTIONS
TO SECOND SET OF
INTERROGATORIES**

PROPOUNDING PARTY: Plaintiff OFFICE OF FEDERAL CONTRACT
COMPLIANCE PROGRAMS, UNITED STATES
DEPARTMENT OF LABOR

RESPONDING PARTY: Defendant ORACLE AMERICA, INC.

Pursuant to 41 C.F.R. § 60-30.9(a) and, as applicable, Rule 33 of the Federal Rules of Civil Procedure, Defendant Oracle America, Inc. (“Oracle”) responds to Plaintiff Office of Federal Contract Compliance Programs, United States Department of Labor’s (“OFCCP”) Second Set of Interrogatories as follows:

PRELIMINARY STATEMENT

Oracle has not completed its investigation of the facts related to this case and therefore its responses are of a preliminary nature. Further discovery, investigation, and research may produce additional relevant facts that may lead to changes in the responses set forth below. Although these responses are complete to the best of Oracle’s knowledge at this time, these responses are given without prejudice to Oracle’s right to amend its objections and responses or to produce additional relevant evidence that may come to light regarding the issues raised in this lawsuit. Nothing contained in these responses shall in any way limit Oracle’s ability to make all uses at trial or otherwise of the information or documents referenced herein or of any subsequently discovered information or documents or of information or documents omitted from

ORACLE’S OBJECTIONS TO SECOND SET OF INTERROGATORIES

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4145-8711-0684

Exhibit P-283

these responses as a result of good faith oversight, error, or mistake.

These responses are made solely for purposes of this action, and are subject to all objections as to competence, authenticity, relevance, materiality, propriety, admissibility, and any and all other objections and grounds that would or could require or permit the exclusion of any document or statement therein from evidence, all of which objections and grounds are reserved and may be interposed at the time of trial.

No incidental or implied admissions are intended by these responses. The fact that Oracle has responded or objected to any interrogatory or part thereof shall not be deemed an admission that Oracle accepts or admits the existence of any facts set forth or assumed by such interrogatory. Nor shall Oracle's responses or objections be deemed an admission that any statement or characterization in any interrogatory is accurate or complete, or that any particular document exists, is relevant, or is admissible in evidence.

Oracle further objects that, as detailed below, many of OFCCP's interrogatories improperly contain numerous "subpart" interrogatories posing discrete questions calling for dissimilar groups of information. Oracle therefore objects to the extent OFCCP has exceeded the interrogatory limit set forth in Fed. R. Civ. Pro. Rule 33(a)(1).

GENERAL OBJECTION

The following general objections apply to each of the Interrogatories:

1. Oracle objects to each Interrogatory and definition to the extent that it seeks information protected from disclosure by the attorney-client privilege, the work-product doctrine, the common interest doctrine and/or any other applicable privileges, doctrines and immunities. To the extent Oracle inadvertently reveals any information falling within any applicable privilege, Oracle does not waive the applicable privilege/objection. To the extent Oracle provides any information falling within any privilege and it is later held that Oracle waived the applicable privilege/objection, Oracle waives the applicable privilege/objection only to the extent of the information provided.
2. Oracle objects to each Interrogatory and definition to the extent that Plaintiffs seek

information that is protected from disclosure by the right to privacy guaranteed by the United States Constitution and laws.

3. Oracle objects to each Interrogatory and definition to the extent Plaintiffs seek proprietary information, trade secrets or other confidential information. To the extent that a Interrogatory seeks such proprietary, trade secret or other confidential information, Oracle will provide only that information that is essential to Plaintiffs' case and will provide such information only pursuant to the May 26, 2017, Protective Order, as modified by Judge Clark's March 22, 2019, Order Addressing Protective Order and Order Modifying Pre-Hearing Order.

4. Oracle objects to each Interrogatory and definition to the extent it is vague, ambiguous, overbroad in scope, uncertain as to time, unduly burdensome, oppressive or seeks information that is not relevant to the subject matter of this litigation or not reasonably calculated to lead to the discovery of admissible evidence. In particular, Oracle objects to each Interrogatory to the extent it relates to OFCCP's hiring claims. Pursuant to the ALJ's April 30, 2019 Order Adopting Consent Findings, there are no longer any claims relating to hiring at issue in this case. As a result, to the extent any interrogatory seeks information relating to OFCCP's resolved hiring claims, it is irrelevant, unduly burdensome, and not reasonable calculated to lead to the discovery of admissible evidence.

5. Oracle further objects to these Interrogatories and definitions on the ground that they confuse and conflate the relevant population of employees relating to each of OFCCP's claims. Specifically, Interrogatories 13 through 18 state that they relate to Oracle's "PT1 Job Group, including those employees in the Information Technology, Product Development, and Support Job Functions," (Interrogatory 19 states the same, using slightly modified language). This description unnecessarily and confusingly combines the relevant population for OFCCP's compensation claims (the IT, PD, and SUPP Job Functions) with the relevant population for OFCCP's now-resolved hiring claims (the PT1 Job Group). Because OFCCP's hiring claims have been resolved, and in order to avoid confusion, Oracle reads the Interrogatories to relate only to the Product Development, Support, and Information Technology job functions at

Oracle's Redwood Shores, CA, location.

6. Oracle objects to these Interrogatories and definitions on the ground that they are propounded and founded upon various rulings made by Judge Larsen that affect the scope of the litigation and matters relevant and at issue for purposes of discovery. Judge Larsen, on October 15, 2018, indicated he should have granted Oracle's motion to disqualify him. Furthermore, the operative pleading in this case remained in a state of uncertainty until March 13, 2019, when Judge Clark issued his Order Filing OFCCP's Revised Second Amended Complaint. Hence, Oracle objects that the burden of responding to these Interrogatories, and their proportionality to the needs of this case, must also be evaluated in light of the protracted state of flux affecting the issues actually in dispute, the late date of the propounding of these Interrogatories, and the limited time left for determining the appropriate responses to them and retrieving and producing responsive documents that have not already been produced.

7. Oracle generally objects to these Interrogatories and definitions to the extent that they purport to require it to do anything by way of response beyond what is required by the Code of Federal Regulations, Federal Rules of Civil Procedure, or applicable Court Rules.

8. Oracle expressly reserves the right to object to further discovery into the matters inquired into by the Interrogatories and to the scope of the Interrogatories. Oracle also retains the right to object to the introduction into evidence of information developed in response to the Interrogatories on the grounds that the information is not relevant, or any other legitimate basis.

9. These General Objections shall be deemed to be incorporated in full into the responses set forth below.

OBJECTIONS TO SPECIFIC DEFINITIONS

DEFINITION NO. 1. "IDENTIFY," "IDENTITY," or "IDENTIFICATION," when used in reference to an individual PERSON, means to state each PERSON's:

- a. full name;
- b. present or last known complete home address and phone number;
- c. race or ethnicity;

- d. gender;
- e. present or last known position, business affiliation, job title, job description; and
- f. position on the date specified in each interrogatory including job title and job description.

OBJECTION TO DEFINITION NO. 1.

Oracle objects to this definition as burdensome, oppressive, and not proportional to the needs of the case, insofar as it purports to request information that Oracle has already produced to OFCCP, is already within OFCCP's possession, or is available to OFCCP through less burdensome means, as well as to the extent it requests information that is not relevant to the case. Oracle further objects to this definition as vague, ambiguous, and uncertain with respect to its use of the term "business affiliation," which is unclear and not defined. Oracle further objects that the definition is vague, ambiguous, and uncertain as a result of its reference to the "date specified" in each interrogatory, as the Interrogatories do not refer to a specific date. Oracle further objects to this definition to the extent it includes information protected by the attorney-client privilege, the attorney work product doctrine, or other applicable privileges.

DEFINITION NO. 2. "IDENTIFY," "IDENTITY," or "IDENTIFICATION," when used in reference to a DOCUMENT, means to:

- a. state the DOCUMENT's date and identify its author or authors;
- b. state the type of DOCUMENT (e.g., letter, memorandum, report, chart, etc.);
- c. state the title of the DOCUMENT;
- d. describe the subject matter of the DOCUMENT;
- e. if a drawing, map, or blueprint, state its number, revision number, revision date, and number of sheets; and
- f. identify the DOCUMENT's present location and custodian, and each PERSON who presently and at all relevant times had custody, control, or possession of the DOCUMENT.

OBJECTION TO DEFINITION NO. 2.

Oracle objects to this definition as burdensome, oppressive, and not proportional to the needs of the case, insofar as it purports to request information that Oracle has already produced to OFCCP, is already within OFCCP's possession, or is available to OFCCP through less burdensome means, as well as to the extent it requests information that is not relevant to the case. Oracle further objects to this definition as vague, ambiguous, and uncertain with respect to its use of the terms "type of document," and "subject matter," which are unclear and not defined. Oracle further objects that the definitions references to a document's "present location," "custodian," and "custody, control, or possession" are vague and ambiguous insofar as documents stored electronically may not have a physical location and/or a singular custodian. Oracle further objects that the definition's use of the phrase "relevant times" is vague and ambiguous in that it is unclear how the term "relevant times" relates to OFCCP's definition of "relevant time period." Oracle further objects to this definition to the extent it includes information protected by the attorney-client privilege, the attorney work product doctrine, or other applicable privileges.

DEFINITION NO. 3. "DESCRIBE IN DETAIL" means to describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law; and particularized as to time, place, manner and identity of PERSONS involved. If asked to state the date upon which a specific event occurred, provide the month, date and year, if known. If such information is not known, identify the date by relating it to some established time.

OBJECTION TO DEFINITION NO. 3.

Oracle objects to this definition on the grounds that it is vague, ambiguous, and uncertain with respect to its use of the terms "fully," "underlying facts," "ultimate facts," "particularized as to time, place, manner and identify of persons involved," and "established time," which are unclear and not defined. Oracle further objects to this definition as burdensome, oppressive, and not proportional to the needs of the case, insofar as it purports to request information that Oracle has already produced to OFCCP, is already within OFCCP's possession, or is available to

OFCCP through less burdensome means, as well as to the extent it requests information that is not relevant to the case. Oracle further objects to this definition to the extent it includes information protected by the attorney-client privilege, the attorney work product doctrine, or other applicable privileges.

DEFINITION NO. 4. “YOU” and “YOUR” mean Oracle America, Inc. and all of its agents, representatives, attorneys, consultants, successors, subsidiaries, or divisions.

OBJECTION TO DEFINITION NO. 4.

Oracle objects to these definitions of “YOU” and “YOUR” as vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing information not relevant to any party’s claim or defense nor proportional to the needs of the case, particularly to the extent that these terms expansively include Oracle’s agents, representatives, attorneys, accountants, consultants, successors, subsidiaries or divisions. Oracle further objects to this definition to the extent it includes information protected by the attorney-client privilege, the attorney work product doctrine, or calls for a legal conclusion as to the relationship between Oracle and other entities, including agents. Oracle further objects to this definition to the extent it seeks information that is not relevant to the discriminatory conduct allegedly engaged in at Oracle’s Redwood Shores, California location. Oracle’s responses and objections are limited to information related to and focused only upon Oracle America, Inc., and limited to its headquarters and to employment located at Redwood Shores, California.

DEFINITION NO. 5. “RELEVANT TIME PERIOD” means January 1, 2013 to the present unless otherwise stated.

OBJECTION TO DEFINITION NO. 5.

Oracle objects to this definition as including the term “present”, which renders the phrase vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing information not relevant to any party’s claim or defense nor proportionate to the needs of this case. Oracle maintains its objections that its responses, objections and productions should be limited to the relevant period of January 1, 2013, through December 31, 2014, for discovery

requests related to OFCCP's compensation claims, which are the only claims remaining in this case. Nevertheless, while preserving and maintaining its objections, and subject thereto, Oracle will act in compliance with outstanding rulings on the relevant period and with agreement with OFCCP on the outer ongoing boundary of that period. Oracle further objects to this definition as extending to the "present" insofar as it is used in these Interrogatories to request information beyond the parties' mutually agreed upon cut-off date for data and document discovery.

DEFINITION NO. 6. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.

DEFINITION NO. 7. "COMMUNICATIONS" means all transactions or transfers of information of any kind, whether orally, in writing, or in any other manner, at any time or place, under any circumstances whatsoever.

OBJECTION TO DEFINITION NO. 7.

Oracle objects to this definition as including the phrase "all transactions or transfers" and the term "orally," which render the definition vague, ambiguous, uncertain, and overbroad, and encompassing information not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this definition on the grounds that, by its terms, together with the definition of YOU and YOUR, it would include documents protected from discovery by the attorney-client privilege and the attorney work-product doctrine. Oracle further objects to this definition to the extent it would include documents or information beyond existing written or electronically stored information in the custody, control and possession of Oracle America, Inc., and related to employment at its Redwood Shores, California headquarters.

DEFINITION NO. 8. "DOCUMENT" means all writings of any kind, including any written, printed, typed, electronically stored, or other graphic matter of any kind or nature and all mechanical or electronic sound recordings or transcripts thereof, in YOUR possession and/or control or known by YOU to exist, and also means all copies of documents by whatever means made, including, but not limited to: papers, letters, correspondence, emails, text messages, presentations, manuals, computerized files, computerized spreadsheets, telegrams, interoffice

communications, memoranda, notes, notations, notebooks, reports, records, accounting books or records, schedules, tables, charts, transcripts, publications, scrapbooks, diaries, and any drafts, revisions, or amendments of the above, and all other materials enumerated in the definition provided in Rule 34 of the Federal Rules of Civil Procedure.

OBJECTION TO DEFINITION NO. 8.

Oracle objects to this definition on the grounds that it is internally redundant and cumulative and as such would include duplicative information and documents regardless of relevance and, as such, its application would be unduly burdensome and not reasonably proportionate to the needs of this case. Oracle further objects to this definition as including the phrase “OR known by YOU to exist,” which, to the extent such documents are not in Oracle’s possession, custody, or control, encompasses documents beyond those that Oracle has any obligation to produce. Oracle further objects to this definition on the grounds that, by its terms, together with the definition of YOU and YOUR, it would include any and all documents protected from discovery by the attorney-client privilege and the attorney work-product doctrine.

DEFINITION NO. 9. “PERSON” means without limitation individuals, firms, associations, partnerships, corporations, governmental agencies or offices and employees, and any other entity.

OBJECTION TO DEFINITION NO. 9.

Oracle objects to this definition as vague, ambiguous, overbroad, unduly burdensome and oppressive, and encompassing information not relevant to any party’s claim or defense nor proportional to the needs of the case, particularly to the extent that these terms expansively include all “individuals, firms, associations, partnerships, corporations, governmental agencies or offices and employees, and any other entity” regardless of such “person’s” relevance or connection to the case. Oracle further objects that the definition is vague and ambiguous to the extent that it refers to “governmental agencies or offices and employees” insofar as it is unclear whether the definition intends to include only the employees of governmental agencies. Oracle further objects to this definition to the extent it seeks information that is not relevant to the

discriminatory conduct allegedly engaged in at Oracle's Redwood Shores, California location. For the purposes of Oracle's responses and objections to these Interrogatories, Oracle interprets "PERSON" to refer to current or former employees of Oracle that were employed in Oracle's Redwood Shores, California location in the Information Technology, Product Development, or Support Job Functions.

DEFINITION NO. 10. "ANALYSES" means any AND all draft AND final narratives, summaries, chronologies, determination memorandums, statistical summaries, charts, matrices, spreadsheets, audits, evaluations, studies, methodologies, models, actual computations, AND regression AND other statistical analysis.

OBJECTION TO DEFINITION NO. 10.

Oracle objects to this definition as vague, ambiguous, and overbroad because it includes documents that would rarely if ever be considered analyses. For example, narratives, summaries, chronologies, memoranda, and spreadsheets may or may not include any actual analysis, and as a result cannot categorically be deemed to be analyses within the commonly understood definition of the word. Furthermore, to the extent a document is an analysis within the commonly understood meaning, such a broad definition includes and encompasses analyses that are not relevant to any party's claim or defense nor proportional to the needs of the case. Oracle further objects to this definition on the grounds that, by its terms, together with the definition of YOU and YOUR, it would include documents protected from discovery by the attorney-client privilege and the attorney work-product doctrine.

OFCCP'S INSTRUCTIONS

1. Each interrogatory is to be answered separately and as completely as possible. The fact that discovery is not complete may not be used as a basis for failure to answer each interrogatory based on the knowledge YOU currently have.

2. In answering these interrogatories, furnish all responsive information available to YOU, not merely the information within YOUR own direct or personal knowledge. This means YOU are to furnish all information known to your present and former agents, representatives,

attorneys, accountants, or any and all persons acting on YOUR behalf or at YOUR direction, whether obtained through firsthand knowledge or by inquiry of others.

3. If YOU maintain that any DOCUMENT or record which refers or relates to anything about which these interrogatories ask has been lost or destroyed, set forth the subject matter of such DOCUMENT, the locations and identities of the present custodians of all copies of such DOCUMENT, the dates of destruction, and the identities of the PERSONS authorizing such destruction, if any.

4. Whenever any objection is made to any numbered or lettered paragraph of any interrogatory, or portion thereof, an answer must be furnished to any other numbered or lettered paragraph of such interrogatory, or portion thereof, as to which there is no objection.

5. With respect to the application of privileges: If YOU decline to answer all or part of an interrogatory, to identify a DOCUMENT, or to otherwise provide information on the basis of a claim of privilege, so state in response to the interrogatory. Furnish a complete log of any information withheld on the basis of privilege, describing each piece of such information in a manner that will enable OFCCP to assess the applicability of the privilege being asserted. This includes, without limitation, the date(s) the information was transmitted or communicated, to and from whom the information was transmitted or communicated, the privilege(s) claimed, and the factual basis for the claim of privilege.

6. Under 41 C.F.R. § 60-30.1 and Rule 26(e) of the Federal Rules of Civil Procedure, these requests for production are continuing in nature and, to the extent that the responses may be enlarged, diminished, or otherwise modified by information acquired by YOU or YOUR attorneys after filing this response, YOU and YOUR attorneys are required to promptly serve and file supplemental DOCUMENTS reflecting the changes.

7. The parties responding to these requests are charged with knowledge of what they know, what their agents, employees, servants, representatives, and attorneys know, what is in records available to them, and what others have told them on which they intend to rely in their defense.

OBJECTIONS TO INSTRUCTIONS

Oracle generally objects to these instructions to the extent that they purport to require it to do anything by way of response beyond what is required by the Code of Federal Regulations, Federal Rules of Civil Procedure, or applicable Court Rules.

Oracle further objects to these instructions to the extent they erroneously refer to “requests for production.” Oracle interprets such references to mean “interrogatories.”

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 13: For each PERSON in YOUR PT1 Job Group, including those in the Information Technology, Product Development, and Support Job Functions, during the RELEVANT TIME PERIOD, IDENTIFY their educational background, including all universities and colleges attended, degrees obtained, certifications obtained, training completed, grade point averages (GPA’s), academic honors, and languages spoken.

RESPONSE TO INTERROGATORY NO. 13:

Oracle incorporates by reference its General Objections and its Objections to Specific Definitions set forth above. Oracle further objects to this Interrogatory on the grounds that it improperly conflates the relevant population for OFCCP’s compensation claims (the Information Technology, Product Development, and Support Job Functions) with the relevant population for OFCCP’s now-resolved hiring claims (the PT1 Job Group); because OFCCP’s hiring claims have been resolved, Oracle reads this Interrogatory to refer only to employees in the Information Technology, Product Development, and Support Job Functions. Oracle further objects to this Interrogatory on the grounds that it is burdensome, oppressive, and not proportional to the needs of the case, including, without limitation, because it is redundant of discovery requests to which Oracle has already responded or is in the process of responding. Oracle further objects to this Interrogatory on the grounds that it is vague, ambiguous, and uncertain due to its use of the terms “educational background,” “certifications obtained,” “training completed,” and “academic honors,” which are unclear and not defined.

Without waiver of the foregoing objections, and subject thereto, Oracle responds as

follows: As part of its responses to OFCCP's requests for production of documents, Oracle has engaged in a reasonable and diligent search and has produced, or is in the process of producing, data and documents containing education information for Oracle employees working at Oracle's HQCA location in the Information Technology, Product Development, or Support Job Functions during the relevant time period up to January 18, 2019, as agreed by the parties.

INTERROGATORY NO. 14: For each PERSON in YOUR PT1 Job Group, including those in the Information Technology, Product Development, and Support Job Functions, during the RELEVANT TIME PERIOD, IDENTIFY their Job Function or Job Function interest.

RESPONSE TO INTERROGATORY NO. 14:

Oracle incorporates by reference its General Objections and its Objections to Specific Definitions set forth above. Oracle further objects to this Interrogatory on the grounds that it improperly conflates the relevant population for OFCCP's compensation claims (the Information Technology, Product Development, and Support Job Functions) with the relevant population for OFCCP's now-resolved hiring claims (the PT1 Job Group); because OFCCP's hiring claims have been resolved, Oracle reads this Interrogatory to refer only to employees in the Information Technology, Product Development, and Support Job Functions. Oracle further objects to this Interrogatory on the grounds that it is burdensome, oppressive, and not proportional to the needs of the case, including, without limitation, because it is redundant of discovery requests to which Oracle has already responded or is in the process of responding. Oracle further objects to this Interrogatory on the grounds that its use of the term "Job Function interest" renders it vague, ambiguous, and unintelligible, as that term is unclear and not defined.

Without waiver of the foregoing objections, and subject thereto, Oracle responds as follows: As part of its responses to OFCCP's requests for production of documents, Oracle has engaged in a reasonable and diligent search and has produced, or is in the process of producing, data and documents sufficient to show the job function of Oracle employees working at Oracle's HQCA location in the Information Technology, Product Development, or Support Job Functions during the relevant time period up to January 18, 2019, as agreed by the parties.

INTERROGATORY NO. 15: DESCRIBE IN DETAIL all ANALYSES YOU conducted pursuant to 41 C.F.R. § 60-2.17(b) during the RELEVANT TIME PERIOD for YOUR PT1 Job Group, including those employees in the Information Technology, Product Development, and Support Job Functions, including but not limited to all actions YOU took related to action-oriented programs identified in 41 C.F.R. § 60-2.17(c).

RESPONSE TO INTERROGATORY NO. 15:

Oracle incorporates by reference its General Objections and its Objections to Specific Definitions set forth above. Oracle further objects to this Interrogatory on the grounds that it improperly conflates the relevant population for OFCCP's compensation claims (the Information Technology, Product Development, and Support Job Functions) with the relevant population for OFCCP's now-resolved hiring claims (the PT1 Job Group); because OFCCP's hiring claims have been resolved, Oracle reads this Interrogatory to refer only to employees in the Information Technology, Product Development, and Support Job Functions. Oracle further objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this Interrogatory on the grounds that it is burdensome, oppressive, and not proportional to the needs of the case, particularly in that it requests that Oracle "describe in detail" every "analysis" that took place over a six-year period, which is both impractical and beyond the proper scope of an interrogatory. Oracle further objects to this Interrogatory to the extent it calls for information relating to portions of 41 C.F.R. § 60-2.17(b) or (c) beyond those relevant to employee compensation. In light of the April 30, 2019 Order Adopting Consent Findings, there are no longer any claims relating to hiring at issue in this case. Oracle therefore reads this Interrogatory to be limited to information relevant to OFCCP's compensation claims. Oracle further objects to this Interrogatory to the extent that it's reference to 41 C.F.R. § 60-2.17(c) assumes the existence or identification of any "problem areas" requiring "action-oriented programs." Oracle further objects to this Interrogatory to the extent it seeks to expand OFCCP's claims beyond the limitations imposed by Judge Clark's March 13, 2019 Order, which expressly bounded OFCCP's

claims as they relate to Oracle's Affirmative Action Program ("AAP") and precluded any "deficiency" claim. OFCCP's AAP-oriented claims are therefore limited to whether Oracle maintained and made available to OFCCP certain documentation of its AAP, and any inquiry into whether Oracle's AAP met substantive legal standards or requirements is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Without waiver of the foregoing objections, and subject thereto, Oracle responds as follows: Oracle utilizes a decentralized compensation system in which employees' managers are the primary decisionmakers, with assistance from HR and/or Oracle's compensation team if requested. Individual managers making compensation decisions take a comprehensive view, and are encouraged to consider (and do consider) the relative pay among employees on their particular teams in order to account for pay equity and fairness, while still accounting for other relevant factors influencing pay. Oracle's compensation guidelines and training expressly instruct managers that differences in pay need to be based on fair, justifiable and non-discriminatory criteria, and Oracle further trains and instructs managers to make all employment decisions, including compensation decisions, without regard to employees' gender, race or any other protected characteristic. Managers also are periodically allocated pay increase budgets they can use, among other reasons, to better align employee pay on their teams and to address any perceived pay equity problems they encounter. Managers may also make off-cycle pay increases for the same or similar reasons. Thus, when individual managers consider pay equity as part of their evaluation and compensation decisions, and/or make pay changes to better align within their teams and/or address any perceived pay equity problems, such consideration and actions occur in real-time and, in many cases, may not be documented. Nevertheless, Oracle has produced substantial data, documents, and information – in response to other discovery requests – that captures manager compensation decisions and the rationale for those decisions, including but not limited to manager workflow justifications and off-cycle pay increase justifications.

INTERROGATORY NO. 16: DESCRIBE IN DETAIL all actions YOU took during the RELEVANT TIME PERIOD in response to any ANALYSES YOU conducted pursuant to 41 C.F.R.

§ 60-2.17(b) for YOUR PT1 Job Group, including those employees in the Information Technology, Product Development, and Support Job Functions, including but not limited to all actions YOU took related to action-oriented programs identified in 41 C.F.R. § 60-2.17(c).

RESPONSE TO INTERROGATORY NO. 16:

Oracle incorporates by reference its General Objections and its Objections to Specific Definitions set forth above. Oracle further objects to this Interrogatory on the grounds that it improperly conflates the relevant population for OFCCP's compensation claims (the Information Technology, Product Development, and Support Job Functions) with the relevant population for OFCCP's now-resolved hiring claims (the PT1 Job Group); because OFCCP's hiring claims have been resolved, Oracle reads this Interrogatory to refer only to employees in the Information Technology, Product Development, and Support Job Functions. Oracle further objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this Interrogatory on the grounds that it is burdensome, oppressive, and not proportional to the needs of the case, particularly in that it requests that Oracle "describe in detail" every "analysis" that took place over a six-year period, which is both impractical and beyond the proper scope of an interrogatory. Oracle further objects to this Interrogatory to the extent it calls for information relating to portions of 41 C.F.R. § 60-2.17(b) or (c) beyond those relevant to employee compensation. In light of the April 30, 2019 Order Adopting Consent Findings, there are no longer any claims relating to hiring at issue in this case. Oracle therefore reads this Interrogatory to be limited to information relevant to OFCCP's compensation claims. Oracle further objects to this Interrogatory to the extent that it's reference to 41 C.F.R. § 60-2.17(c) assumes the existence or identification of any "problem areas" requiring "action-oriented programs." Oracle further objects to this Interrogatory to the extent it seeks to expand OFCCP's claims beyond the limitations imposed by Judge Clark's March 13, 2019 Order, which expressly bounded OFCCP's claims as they relate to Oracle's Affirmative Action Program ("AAP") and precluded any "deficiency" claim. OFCCP's AAP-oriented claims are therefore limited to whether Oracle

maintained and made available to OFCCP certain documentation of its AAP, and any inquiry into whether Oracle's AAP met substantive legal standards or requirements is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Without waiver of the foregoing objections, and subject thereto, Oracle responds as follows: Oracle utilizes a decentralized compensation system in which employees' managers are the primary decisionmakers, with assistance from HR and/or Oracle's compensation team if requested. Individual managers making compensation decisions take a comprehensive view, and are encouraged to consider (and do consider) the relative pay among employees on their particular teams in order to account for pay equity and fairness, while still accounting for other relevant factors influencing pay. Oracle's compensation guidelines and training expressly instruct managers that differences in pay need to be based on fair, justifiable and non-discriminatory criteria, and Oracle further trains and instructs managers to make all employment decisions, including compensation decisions, without regard to employees' gender, race or any other protected characteristic. Managers also are periodically allocated pay increase budgets they can use, among other reasons, to better align employee pay on their teams and to address any perceived pay equity problems they encounter. Managers may also make off-cycle pay increases for the same or similar reasons. Thus, when individual managers consider pay equity as part of their evaluation and compensation decisions, and/or make pay changes to better align within their teams and/or address any perceived pay equity problems, such consideration and actions occur in real-time and, in many cases, may not be documented. Nevertheless, Oracle has produced substantial data, documents, and information – in response to other discovery requests – that captures manager compensation decisions and the rationale for those decisions, including but not limited to manager workflow justifications and off-cycle pay increase justifications.

INTERROGATORY NO. 17: DESCRIBE IN DETAIL all ANALYSES YOU conducted pursuant to 41 C.F.R. § 60-3.15(A [sic] during the RELEVANT TIME PERIOD for YOUR PT1 Job Group, including those employees in the Information Technology, Product Development, and Support Job Functions.

RESPONSE TO INTERROGATORY NO. 17:

Oracle incorporates by reference its General Objections and its Objections to Specific Definitions set forth above. Oracle further objects to this Interrogatory on the grounds that it improperly conflates the relevant population for OFCCP’s compensation claims (the Information Technology, Product Development, and Support Job Functions) with the relevant population for OFCCP’s now-resolved hiring claims (the PT1 Job Group); because OFCCP’s hiring claims have been resolved, Oracle reads this Interrogatory to refer only to employees in the Information Technology, Product Development, and Support Job Functions. Oracle further objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this Interrogatory on the grounds that it is burdensome, oppressive, and not proportional to the needs of the case. Oracle further objects to this Interrogatory on the grounds that 41 C.F.R. § 60-3.15(A) relates to “selection procedures” and other information regarding hiring decisions, and, in light of the April 30, 2019 Order Adopting Consent Findings, there are no longer any claims relating to hiring at issue in this case. As a result, this Interrogatory relates to matters that are now irrelevant and is thus not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 18: DESCRIBE IN DETAIL all actions YOU took during the RELEVANT TIME PERIOD in response to any ANALYSES YOU conducted pursuant to 41 C.F.R. § 60-3.15(A) for YOUR PT1 Job Group, including those employees in the Information Technology, Product Development, and Support Job Functions.

RESPONSE TO INTERROGATORY NO. 18:

Oracle incorporates by reference its General Objections and its Objections to Specific Definitions set forth above. Oracle further objects to this Interrogatory on the grounds that it improperly conflates the relevant population for OFCCP’s compensation claims (the Information Technology, Product Development, and Support Job Functions) with the relevant population for OFCCP’s now-resolved hiring claims (the PT1 Job Group); because OFCCP’s hiring claims have been resolved, Oracle reads this Interrogatory to refer only to employees in the Information

Technology, Product Development, and Support Job Functions. Oracle further objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege or the attorney work product doctrine. Oracle further objects to this Interrogatory on the grounds that it is burdensome, oppressive, and not proportional to the needs of the case. Oracle further objects to this Interrogatory on the grounds that 41 C.F.R. § 60-3.15(A) relates to “selection procedures” and other information regarding hiring decisions, and, in light of the April 30, 2019 Order Adopting Consent Findings, there are no longer any claims relating to hiring at issue in this case. As a result, this Interrogatory relates to matters that are now irrelevant and is thus not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 19: DESCRIBE IN DETAIL the qualifications that YOU consider in hiring employees for YOUR PT1 Job Group (Information Technology, Product Development, and Support Job Functions), including whether each of those qualifications is required or preferred and the reasons why YOU require or prefer each of those qualifications.

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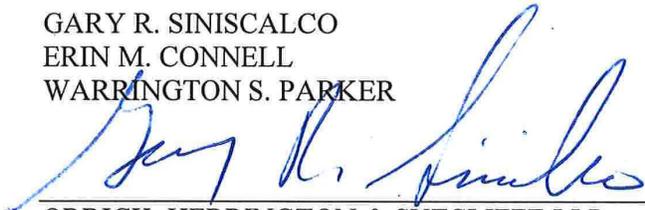
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RESPONSE TO INTERROGATORY NO. 19:

Oracle incorporates by reference its General Objections and its Objections to Specific Definitions set forth above. Oracle further objects to this Interrogatory on the grounds that it is burdensome, oppressive, and not proportional to the needs of the case in that it requests that Oracle “describe in detail” every single factor that may have been considered in numerous hiring decisions across multiple years. Oracle further objects to this Interrogatory on the grounds that, in light of the April 30, 2019 Order Adopting Consent Findings, there are no longer any claims relating to hiring at issue in this case. As a result, this Interrogatory relates to matters that are now irrelevant and is thus not reasonably calculated to lead to the discovery of admissible evidence.

May 13, 2019

GARY R. SINISCALCO
ERIN M. CONNELL
WARRINGTON S. PARKER



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VERIFICATION

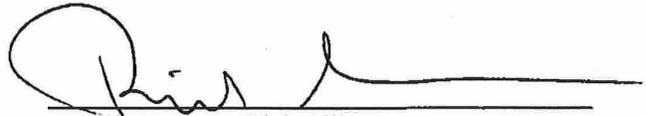
I, Rich Allison, declare I am the Senior Vice President, Global Practices and Risk Management, for Oracle America, Inc., and am authorized to make this verification on its behalf.

I have read the following:

DEFENDANT ORACLE AMERICA, INC.'S OBJECTIONS TO SECOND SET OF 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 United States of America that the same are true and correct and that this verification was executed on May 10, 2019 in

Redwood City, California.



Rich Allison