

**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 RESPONSES  
& OBJECTIONS TO FIRST SET  
OF REQUESTS FOR ADMISSION**

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

RESPONDING PARTY: Defendant ORACLE AMERICA, INC.

SET NO: One

Pursuant to 41 C.F.R. § 60-30.9 and, as applicable, Rule 36 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”) First Set of Requests for Admission (“Requests”) 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. To the extent applicable, 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

DEF. ORACLE AMERICA, INC.'S RESP. & OBJS. TO FIRST REQUESTS FOR ADMISSION

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4125-0133-6859

**Exhibit P-309**

herein or of any subsequently discovered information or documents or of information or documents omitted from 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 Request or part thereof shall not be deemed an admission that Oracle accepts or admits to the existence of any facts set forth or assumed by such Request. Nor shall Oracle's responses or objections be deemed an admission that any statement or characterization in any Request is accurate or complete, or that any particular document exists, is relevant, or is admissible in evidence. The fact that Oracle has answered part or all of any Request is not intended to be, and shall not be construed as, a waiver by Oracle of any part of any objection to any Request.

### **GENERAL OBJECTIONS**

The following general objections apply to each of the Requests for Admissions:

1. Oracle objects to each Request 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 Request 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 Request to the extent Plaintiffs seek proprietary information, trade secrets or other confidential information. To the extent that a Request 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 Request 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.

5. Oracle generally objects to these Requests 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.

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

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

### **OBJECTIONS TO SPECIFIC DEFINITIONS**

**DEFINITION NO. 1:** "YOU" and "YOUR" mean Oracle America, Inc. AND all of its agents, representatives, attorneys, accountants, consultants, successors, subsidiaries, OR divisions.

#### **OBJECTION TO DEFINITION NO. 1:**

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 on the grounds that it is compound and thereby renders any Request referencing the defined term compound and incapable of a direct, singular response. *See Rovai v. Select Portfolio Servicing, Inc.*, No. 14CV1738-BAS (MSB), 2019 WL 1330922, at \*2 (S.D. Cal. Mar. 22, 2019) (“Requests for admissions may not contain compound, conjunctive, or disjunctive [] statements.”); *see also Henry v. Champlain Enterprises, Inc.*, 212 F.R.D. 73, 77 (N.D.N.Y. 2003) (“[T]he requesting party bears the burden of setting forth its requests simply, directly, not vaguely or ambiguously, and in such a manner that they can be answered with a simple admit or deny without an explanation...”). 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, CA 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. 2:** “RELEVANT TIME PERIOD” means **January 1, 2013, to the present** unless otherwise stated.

**OBJECTION TO DEFINITION NO. 2:**

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 proportional to the needs of this case. As noted above, Oracle maintains its objections that its responses and objections should be limited to the relevant period of January 1, 2013, through December 31, 2014 for Requests related to OFCCP’s compensation claims. Nevertheless, while preserving and maintaining its objections, Oracle will act in compliance with outstanding rulings on the relevant period and with agreements with OFCCP on the outer ongoing boundary of that period.

**DEFINITION NO. 3:** “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 analyses.

**OBJECTION TO DEFINITION NO. 3:**

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 *all* documents protected from discovery by the attorney-client privilege and the attorney work-product doctrine. Oracle further objects to this definition on the grounds that it is compound and thereby renders any Request referencing the defined term compound and incapable of a direct, singular response. *See Rovai v. Select Portfolio Servicing, Inc.*, No. 14CV1738-BAS (MSB), 2019 WL 1330922, at \*2 (S.D. Cal. Mar. 22, 2019) (“Requests for admissions may not contain compound, conjunctive, or disjunctive [] statements.”); *see also Henry v. Champlain Enterprises, Inc.*, 212 F.R.D. 73, 77 (N.D.N.Y. 2003) (“[T]he requesting party bears the burden of setting forth its requests simply, directly, not vaguely or ambiguously, and in such a manner that they can be answered with a simple admit or deny without an explanation...”). Oracle further objects to this definition on the grounds that it is irrelevant, in that the term is not used in any of these Requests.

**DEFINITION NO. 4:** “AND” and “OR” shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.

**OBJECTION TO DEFINITION NO. 4:**

Oracle objects to this definition on the grounds that, in the context of requests for admission, the terms “and” and “or” should not be “construed” differently in separate requests so as to make each request “inclusive”, as doing so renders the Requests ambiguous and creates the possibility of inadvertent admissions, denials, or waivers. Oracle further objects to this definition on the grounds that it is compound and thereby renders any Request referencing the defined term compound and incapable of a direct, singular response. *See Rovai v. Select Portfolio Servicing, Inc.*, No. 14CV1738-BAS (MSB), 2019 WL 1330922, at \*2 (S.D. Cal. Mar. 22, 2019) (“Requests for admissions may not contain compound, conjunctive, or disjunctive [] statements.”); *see also Henry v. Champlain Enterprises, Inc.*, 212 F.R.D. 73, 77 (N.D.N.Y. 2003) (“[T]he requesting party bears the burden of setting forth its requests simply, directly, not vaguely or ambiguously, and in such a manner that they can be answered with a simple admit or deny without an explanation...”).

**DEFINITION NO. 5:** “APPLICANT” means any person who YOU received expressions of interest, solicited, recruited, communicated with, screened, interviewed, evaluated, determined starting salary AND other COMPENSATION for, OR extended offers to, persons who expressed interest in a job at Oracle.

**OBJECTION TO DEFINITION NO. 5:**

Oracle objects to this definition on the grounds that it is vague, ambiguous, uncertain, incoherent and incomprehensible. Even speculating on what this Definition is intended to include, Oracle objects to this definition on the grounds that it does not set forth with reasonable particularity the nature of the “expressions of interest” referenced. Oracle further objects to this definition on the grounds that it is compound and thereby renders any Request referencing the defined term compound and incapable of a direct, singular response. *See Rovai v. Select Portfolio Servicing, Inc.*, No. 14CV1738-BAS (MSB), 2019 WL 1330922, at \*2 (S.D. Cal. Mar. 22, 2019) (“Requests for admissions may not contain compound, conjunctive, or disjunctive [] statements.”); *see also Henry v. Champlain Enterprises, Inc.*, 212 F.R.D. 73, 77 (N.D.N.Y. 2003)

("[T]he requesting party bears the burden of setting forth its requests simply, directly, not vaguely or ambiguously, and in such a manner that they can be answered with a simple admit or deny without an explanation...").

**DEFINITION NO. 6:** "CAP-GAP EXTENSION" means a temporary extension of employment authorization under provisions allowing relief for holders of F-1 US VISAs who are seeking H1-B US VISAs.

**OBJECTION TO DEFINITION NO. 6:**

Oracle objects to this definition as vague, ambiguous, and uncertain with respect to its use of the terms "temporary," "extension," "employment authorization," and "relief," as well as its undefined reference to "F-1 US VISAs" and "H1-B US VISAs." Oracle further objects to this definition on the grounds that is argumentative and both assumes and calls for legal conclusions. Oracle further objects to this definition on the grounds that it is irrelevant, in that the term is not used in any of these Requests.

**DEFINITION NO. 7:** "COLLEGE RECRUIT" means any person who expresses interest OR applies to YOU through YOUR college recruiting program (including undergraduate students, graduate students AND recent graduates) for positions in the Professional Technical I, Individual Contributor Job Group, including product development positions.

**OBJECTIONS TO DEFINITION NO. 7:**

Oracle objects to this definition on the grounds that it is overbroad and unduly burdensome because this case no longer involves any claims relating to college recruiting. This definition therefore encompasses information not relevant to any party's claims or defenses and is not proportional to the needs of this case. Oracle further objects to this definition on the grounds that it is vague, ambiguous, uncertain, overbroad, conclusory and, in its unlimited breadth, would include information not available to Oracle and information not relevant to any party's claims or defenses in this proceeding. Oracle further objects to this definition in its inclusion of the terms "person," "expresses interest," and "college recruiting program," which further render the definition vague, ambiguous, overbroad, unduly burdensome and oppressive,

and encompassing information not relevant to any party's claims or defenses nor proportional to the needs of this case. Oracle further objects to this definition on the grounds that, in light of the April 30, 2019, Order Adopting Consent Findings, there are no longer any claims relating to college recruiting and/or hiring at issue in this case. Oracle further objects to this definition on the grounds that it is irrelevant, in that the term is not used in any of these Requests.

**DEFINITION NO. 8:** "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. 8:**

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. Oracle further objects to this definition on the grounds that it is compound and thereby renders any Request referencing the defined term compound and incapable of a direct, singular response. *See Rovai v. Select Portfolio Servicing, Inc.*, No. 14CV1738-BAS (MSB), 2019 WL 1330922, at \*2 (S.D. Cal. Mar. 22, 2019) ("Requests for admissions may not contain compound, conjunctive, or disjunctive [] statements."); *see also Henry v. Champlain Enterprises, Inc.*, 212 F.R.D. 73, 77 (N.D.N.Y. 2003) ("[T]he requesting party bears the burden of setting forth its requests simply, directly, not vaguely or ambiguously, and in such a manner that they can be answered with a simple admit or deny without an explanation..."). Oracle further objects to this definition on the

grounds that it is irrelevant, in that the term is not used in any of these Requests.

**DEFINITION NO. 9:** “COMPA-RATIO” means the ratio of the employee’s base salary to the midpoint of their job’s salary range multiplied by 100.

**OBJECTION TO DEFINITION NO. 9:**

Oracle objects to this definition on the grounds that it is irrelevant, in that the term is not used in any of these Requests.

**DEFINITION NO. 10:** “COMPENSATION” means any payments made to, OR on behalf of, YOUR employee as remuneration for employment, including but not limited to, salary, wages, money for relocation, overtime pay, shift differentials, commissions, bonuses, vacation AND holiday pay, retirement AND other benefits, stock options AND awards, AND profit sharing.

**OBJECTION TO DEFINITION NO. 10:**

Oracle objects to this definition on the grounds that it is vague, ambiguous, overbroad, and argumentative in its use of the term “remuneration for employment”, inasmuch as “money for relocation” is not generally considered compensation, and overtime pay, shift differentials, vacation and holiday pay, and retirement and other benefits are governed by generally applicable Oracle policies and procedures that are not specific to Oracle’s Redwood Shores, California headquarters and not in dispute with respect to any party’s claim or defense actually in issue in this litigation, and that detailed, individualized discovery into such matters is unduly burdensome, oppressive and not proportional to the needs of this case. Oracle further objects to this definition on the grounds that it is compound and thereby renders any Request referencing the defined term compound and incapable of a direct, singular response. *See Rovai v. Select Portfolio Servicing, Inc.*, No. 14CV1738-BAS (MSB), 2019 WL 1330922, at \*2 (S.D. Cal. Mar. 22, 2019) (“Requests for admissions may not contain compound, conjunctive, or disjunctive [] statements.”); *see also Henry v. Champlain Enterprises, Inc.*, 212 F.R.D. 73, 77 (N.D.N.Y. 2003) (“[T]he requesting party bears the burden of setting forth its requests simply, directly, not vaguely or ambiguously, and in such a manner that they can be answered with a simple admit or deny without an explanation...”).

**DEFINITION NO. 11:** “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 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. 11:**

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 proportional to the needs of this 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 all documents protected from discovery by the attorney-client privilege and the attorney work-product doctrine. Oracle further objects to this definition on the grounds that it is compound and thereby renders any Request referencing the defined term compound and incapable of a direct, singular response. *See Rovai v. Select Portfolio Servicing, Inc.*, No. 14CV1738-BAS (MSB), 2019 WL 1330922, at \*2 (S.D. Cal. Mar. 22, 2019) (“Requests for admissions may not contain compound, conjunctive, or disjunctive [] statements.”); *see also Henry v. Champlain Enterprises, Inc.*, 212 F.R.D. 73, 77 (N.D.N.Y. 2003) (“[T]he requesting party bears the burden of setting forth its requests simply, directly, not vaguely or ambiguously, and in such a manner that they can be answered with a simple admit or deny without an explanation...”).

**DEFINITION NO. 13:** “LIST” means a compilation of information AND includes Excel spreadsheets OR other types of documents OR files compiling information.

**OBJECTION TO DEFINITION NO. 13:**

Oracle objects to this definition on the grounds it is vague, ambiguous, overbroad, and fails to comport with the commonly understood meaning of the term “list.” Oracle further objects to this definition on the grounds that, by its terms, together with the definitions of YOU and YOUR and DOCUMENT, it would include documents and information protected from discovery by the attorney-client privilege and the attorney work-product doctrine. Oracle further objects to this definition on the grounds that it is irrelevant, in that the term is not used in any of these Requests.

**DEFINITION NO. 15:** “OPT EXTENSION” means Optional Practical Training employment authorization extension for students with F-1 US VISAs.

**OBJECTION TO DEFINITION NO. 15:**

Oracle objects to this definition as vague, ambiguous, and uncertain with respect to its use of the terms “employment authorization” and “extension,” as well as its undefined reference to “F-1 US VISAs.” Oracle further objects to this definition on the grounds that is argumentative and both assumes and calls for legal conclusions. Oracle further objects to this definition on the grounds that it is irrelevant, in that the term is not used in any of these Requests.

**DEFINITION NO. 16:** “PAY DECISION” means any choice Oracle made about a person’s COMPENSATION, including whether to give OR not to give a particular type of COMPENSATION (e.g. starting pay, bonus, stock options), the amount of COMPENSATION to give, OR to change OR not to change the amount of COMPENSATION of a person.

**OBJECTION TO DEFINITION NO. 16:**

Oracle objects to this definition on the grounds that it is vague, ambiguous, uncertain, overbroad and argumentative, particularly inasmuch as it is devoid of any specification of the conditions or circumstances under which a “pay decision” is to be deemed to be made or to have been made, and on the grounds that the term “COMPENSATION” itself is ambiguous and overbroad as objected to above. Oracle further objects to this definition on the grounds that it is compound and thereby renders any Request referencing the defined term compound and

incapable of a direct, singular response. *See Rovai v. Select Portfolio Servicing, Inc.*, No. 14CV1738-BAS (MSB), 2019 WL 1330922, at \*2 (S.D. Cal. Mar. 22, 2019) (“Requests for admissions may not contain compound, conjunctive, or disjunctive [] statements.”); *see also Henry v. Champlain Enterprises, Inc.*, 212 F.R.D. 73, 77 (N.D.N.Y. 2003) (“[T]he requesting party bears the burden of setting forth its requests simply, directly, not vaguely or ambiguously, and in such a manner that they can be answered with a simple admit or deny without an explanation...”).

**DEFINITION NO. 17:** “POLICIES,” “PRACTICES,” or “PROCEDURES” mean each rule, action, OR directive, whether formal OR informal, AND each common understanding OR course of conduct that was recognized as such by YOUR present OR former officers, agents, employees, OR other PERSONS acting OR purporting to act on YOUR behalf OR at YOUR direction, that was in effect at any time during the RELEVANT TIME PERIOD. These terms include any changes that occurred during the RELEVANT TIME PERIOD.

**OBJECTION TO DEFINITION NO. 17:**

Oracle objects to this definition as including the phrases “informal,” “common understanding,” “course of conduct,” “implementing criteria,” and “rule, action, or directive, whether formal or informal,” which render the definition vague, ambiguous, uncertain, speculative and argumentative. Moreover, Oracle cannot know with certainty what common understandings or course of conduct were possessed by each of its present or former employees or persons purporting to act on Oracle’s behalf. Oracle further objects to this definition as overbroad, unduly burdensome and oppressive, and encompassing policies or procedures not relevant to any party’s claim or defense nor proportional to the needs of the case, including to the extent that these terms expansively include Oracle’s agents. Oracle further objects to this definition based on its use of the term “RELEVANT TIME PERIOD”, in accordance with Oracle’s stated objections to that term. Oracle further objects to this definition on the grounds that it is compound and thereby renders any Request referencing the defined term compound and incapable of a direct, singular response. *See Rovai v. Select Portfolio Servicing, Inc.*, No.

14CV1738-BAS (MSB), 2019 WL 1330922, at \*2 (S.D. Cal. Mar. 22, 2019) (“Requests for admissions may not contain compound, conjunctive, or disjunctive [] statements.”); *see also Henry v. Champlain Enterprises, Inc.*, 212 F.R.D. 73, 77 (N.D.N.Y. 2003) (“[T]he requesting party bears the burden of setting forth its requests simply, directly, not vaguely or ambiguously, and in such a manner that they can be answered with a simple admit or deny without an explanation...”). Oracle further objects to these definitions on the grounds that they are irrelevant, in that the terms are not used in any of these Requests.

**DEFINITION NO. 19:** “SELECTION PROCESS” mean [sic] YOU responding to expressions of interest, soliciting, recruiting, communicating with, screening, interviewing, evaluating, determining starting salary AND other COMPENSATION for, OR extending job offers to, persons who express interest in a job at Oracle.

**OBJECTION TO DEFINITION NO. 19:**

Oracle objects to this definition on the grounds that it is vague, ambiguous, uncertain, compound, and argumentative, including but not limited to its use of the term “expressions of interest”, as well as its attempted inclusion of “determining starting salary and other compensation” as part of the “selection process.” Oracle further objects to this definition on the grounds that it is compound and thereby renders any Request referencing the defined term compound and incapable of a direct, singular response. *See Rovai v. Select Portfolio Servicing, Inc.*, No. 14CV1738-BAS (MSB), 2019 WL 1330922, at \*2 (S.D. Cal. Mar. 22, 2019) (“Requests for admissions may not contain compound, conjunctive, or disjunctive [] statements.”); *see also Henry v. Champlain Enterprises, Inc.*, 212 F.R.D. 73, 77 (N.D.N.Y. 2003) (“[T]he requesting party bears the burden of setting forth its requests simply, directly, not vaguely or ambiguously, and in such a manner that they can be answered with a simple admit or deny without an explanation...”). Oracle further objects to this definition on the grounds that it is irrelevant, in that the term is not used in any of these Requests.

**DEFINITION NO. 20:** “STEM OPT EXTENSION” means Optional Practical Training employment authorization extensions for students with F-1 US VISAs who earned degrees in

science, technology, engineering OR mathematics.

**OBJECTION TO DEFINITION NO. 20:**

Oracle objects to this definition as vague, ambiguous, and uncertain with respect to its use of the terms “employment authorization,” “extensions,” “science,” “technology,” “engineering,” and “mathematics,” as well as its undefined reference to “F-1 US VISAs.” Oracle further objects to this definition on the grounds that it is argumentative and both assumes and calls for legal conclusions. Oracle further objects to this definition on the grounds that it is irrelevant, in that the term is not used in any of these Requests.

**DEFINITION NO. 21:** “SUPPORTING” OR “SUPPORTS” means relied upon, used, sustained, utilized.

**OBJECTION TO DEFINITION NO. 21:**

Oracle objects to this definition as vague, ambiguous, overbroad, and extending to materials not relevant to any party’s claim or defense nor proportional to the needs of the case. Furthermore, the definition is contrary to the ordinarily understood meaning of the words, which do not mean “used,” “sustained,” or “utilized,” rendering the terms unintelligible. Oracle further objects to these definitions on the grounds that they are irrelevant, in that the terms are not used in any of these Requests.

**DEFINITION NO. 22:** “USCIS” means the United States Custom AND Immigration Services.

**OBJECTION TO DEFINITION NO. 22:**

Oracle objects to this definition on the grounds that it is erroneous in common usage, in that “USCIS” generally refers to the United States Citizenship and Immigration Services agency. Oracle further objects to this definition on the grounds that it is irrelevant, in that the term is not used in any of these Requests.

**DEFINITION NO. 23:** “US VISA” means an endorsement issued by an authorized representative of the United States AND marked in a passport, permitting the passport holder to enter, travel through, OR reside in the United States.

**OBJECTION TO DEFINITION NO. 23:**

Oracle objects to this definition on the grounds that it is irrelevant to OFCCP's responsibilities and authority in this case, is vague, ambiguous, and uncertain, and both assumes and calls for legal conclusions. Oracle further objects to this definition on the grounds that it is irrelevant, in that the term is not used in any of these Requests.

**RESPONSES TO REQUESTS FOR ADMISSION**

**REQUEST FOR ADMISSION NO. 1:**

Admit that the Office of Administrative Law Judges has jurisdiction of this action.

**RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

Oracle denies this Request.

**REQUEST FOR ADMISSION NO. 2:**

Admit that YOU design, manufacture, and sell software and hardware products, as well as offer services related to YOUR products.

**RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

Subject to its objections to the terms YOU and YOUR, Oracle admits this Request.

**REQUEST FOR ADMISSION NO. 3:**

Admit that YOU are headquartered at Redwood Shores, California.

**RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

Subject to its objections to the term YOU, Oracle admits this Request.

**REQUEST FOR ADMISSION NO. 4:**

Admit that YOU have seventy-four locations throughout the United States.

**RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

Subject to its objections to the term YOU, Oracle denies this Request.

**REQUEST FOR ADMISSION NO. 5:**

Admit that YOU employ approximately 7,500 employees at YOUR headquarters in Redwood Shores, California.

**RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

Subject to its objections to the terms YOU and YOUR, Oracle admits this Request.

**REQUEST FOR ADMISSION NO. 6:**

Admit that, since at least January 1, 2013, YOU have had at least 50 or more employees.

**RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

Subject to its objections to the term YOU, Oracle admits this Request.

**REQUEST FOR ADMISSION NO. 7:**

Admit that, since at least January 1, 2013, YOU have had at least one contract with the federal government of \$50,000 or more.<sup>8</sup>

**RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

Subject to its objections to the term YOU, Oracle admits this Request.

**REQUEST FOR ADMISSION NO. 8:**

Admit that Oracle did not input all applications it received from college candidates into Resumate.

**RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

Oracle objects to this Request on the grounds that, in light of the April 30, 2019 Order Adopting Consent Findings, there are no longer any claims relating to college recruiting and/or hiring at issue in this case. As a result, this Request relates to matters that are now irrelevant and is thus not reasonably calculated to lead to the discovery of admissible evidence. Oracle further objects to this Request on the ground that its use of the terms “applications” and “college candidates” renders the request vague, ambiguous, and uncertain as those terms are unclear and undefined.

**REQUEST FOR ADMISSION NO. 9:**

Admit that Oracle did not input all resumes it received from college candidates into Resumate.

**RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

Oracle objects to this Request on the grounds that, in light of the April 30, 2019 Order

Adopting Consent Findings, there are no longer any claims relating to college recruiting and/or hiring at issue in this case. As a result, this Request relates to matters that are now irrelevant and is thus not reasonably calculated to lead to the discovery of admissible evidence. Oracle further objects to this Request on the ground that it's use of the term "college candidates" renders the request vague, ambiguous, and uncertain as that term is not defined.

**REQUEST FOR ADMISSION NO. 10:**

Admit that Oracle did not input APPLICANTS into Resumate until Larry Lynn approved the APPLICANT for HIRE.

**RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

Oracle objects to this Request on the grounds that, in light of the April 30, 2019 Order Adopting Consent Findings, there are no longer any claims relating to college recruiting and/or hiring at issue in this case. As a result, this Request relates to matters that are now irrelevant and is thus not reasonably calculated to lead to the discovery of admissible evidence. Oracle further objects to this Request on the ground that it's use of the terms "input" and "approved" renders the request vague, ambiguous, and uncertain as those terms are unclear and undefined.

**REQUEST FOR ADMISSION NO. 11:**

Admit that Oracle assigns each job code a salary range.

**RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

Oracle objects to this Request on the ground that its use of the term "assigns" renders the request vague, ambiguous, and uncertain as that term is not defined. Without waiving these objections, Oracle denies this request.

**REQUEST FOR ADMISSION NO. 12:**

Admit that new Oracle HIRES go through a COMPENSATION review with Human Resources.

**RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

Oracle objects to this Request on the grounds that it is vague, ambiguous, and uncertain due to its use of the terms "new," "review," "with," and "Human Resources" as those terms are

unclear and undefined. The Request is also vague and ambiguous as to whether it refers to all “new Oracle HIRES” or a subset thereof. Oracle further objects that it is not clear what the Request means by “COMPENSATION review.” Based on these ambiguities, Oracle lacks an understanding of this Request sufficient to allow it to either admit or deny the Request as stated.

**REQUEST FOR ADMISSION NO. 13:**

Admit that YOU do not assign initial pay based on particular products that employees work on.

**RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

Oracle objects to this Request on the grounds that it is vague, ambiguous, and uncertain due to its use of the terms “assign,” “initial pay,” “particular products,” and “work on”, as those terms are unclear and undefined. Oracle further objects to this Request on the grounds that it is vague and incoherent in that it seeks confirmation of a negative and may lead to an unintentional admission of the underlying assertion.

Without waiving these objections, and interpreting “assign” to mean “determine” in this context, Oracle denies this Request.

**REQUEST FOR ADMISSION NO. 14:**

Admit that YOU do not base initial PAY DECISION [sic] on particular products that employees work on.

**RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

Oracle objects to this Request on the grounds that it is vague, ambiguous, and uncertain due to its use of the terms “base,” “particular products,” and “work on”, as those terms are unclear and undefined. Oracle further objects to this Request to the extent it is repetitive and redundant of Request number 13. Oracle further objects to this Request on the grounds that it is vague and incoherent in that it seeks confirmation of a negative.

Without waiving these objections, Oracle denies this Request.

**REQUEST FOR ADMISSION NO. 15:**

Admit that YOU do not assign job codes based on particular products employees work

on.

**RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

Oracle objects to this Request on the grounds that it is vague, ambiguous, and uncertain due to its use of the terms “assign,” “particular products,” and “work on”, as those terms are unclear and undefined. Oracle further objects to this request to the extent it assumes that Oracle “assigns” job codes, which is not terminology used internally by Oracle; Oracle does not “assign” individuals to jobs. Instead individuals apply for specialized job requisitions and, if hired, that is the job the individual is hired to perform. Oracle further objects to this Request on the grounds that it is vague and incoherent in that it seeks confirmation of a negative and may lead to an unintentional admission of the underlying assertion.

Without waiving these objections, to the extent the Request intends the term “assign[ing] job codes” to refer to determining the appropriate job code for a particular requisition posted by a manager, Oracle denies this Request.

**REQUEST FOR ADMISSION NO. 16:**

Admit that YOU assign a salary ranges [sic] to particular job codes.

**RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

Oracle objects to this Request on the grounds that it is repetitive and redundant of Request number 11. Oracle further objects to this Request on the ground that its use of the term “assign” renders the request vague, ambiguous, and uncertain as that term is not defined. Without waiving these objections, Oracle denies this Request.

**REQUEST FOR ADMISSION NO. 17:**

Admit that all initial salaries are reviewed by representatives of ORACLE CEOs.

**RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

Oracle objects to this Request on the grounds that it is vague, ambiguous, and uncertain due to its use of the terms “reviewed” and “representatives of ORACLE CEOs,” as those terms are unclear and undefined.

Based on these ambiguities, Oracle lacks an understanding of this Request sufficient to

allow it to either admit or deny the Request as stated.

**REQUEST FOR ADMISSION NO. 18:**

Admit that YOUR iRecruitment Offer Form [sic] are used by hiring managers.

**RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

Oracle objects to this Request on the grounds that it is not clear what specific document or document version the term “iRecruitment Offer Form” is meant to reference. Oracle further objects that the Request is vague, ambiguous, and uncertain due to its use of the terms “used” and “hiring managers,” as those terms are unclear and undefined. In particular, the Request is vague and ambiguous as to what it means when it asks whether forms are “used” by managers and does not state what “uses” it is referencing. Oracle further objects that this Request is vague and ambiguous as to the time frame at issue, as it is unclear whether the Request asks only whether “iRecruitment Offer Forms” are currently “used by hiring managers,” or whether those forms have been used during some undefined time period. Based on these ambiguities, Oracle lacks an understanding of this Request sufficient to allow it to either admit or deny the Request as stated.

**REQUEST FOR ADMISSION NO. 19:**

Admit that during the RELEVANT TIME PERIOD YOUR iRecruitment Form asked for a job offer candidate’s prior salary at the company they are coming from.

**RESPONSE TO REQUEST FOR ADMISSION NO.19:**

Oracle objects to this Request on the grounds that it is not clear what specific document or document version the term “iRecruitment Form” is meant to reference. Oracle further objects that the Request is vague, ambiguous, and uncertain based on its used of the term “asked,” which is unclear as to its meaning, how a purported form could “ask” for anything, and as to who was purportedly being “asked” for prior salary information. Based on these ambiguities, Oracle lacks an understanding of this Request sufficient to allow it to either admit or deny the Request as stated.

**REQUEST FOR ADMISSION NO. 20:**

Admit that during the RELEVANT TIME PERIOD YOUR New Hire Justification Forms contained a field for current salary information from APPLICANT.

**RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

Oracle objects to this Request on the grounds that it is vague with respect to what specific document or document version the term “New Hire Justification Form” is meant to reference, and whether the Request contemplates multiple documents or multiple versions. Oracle further objects that this Request is vague with respect to what specific time period is at issue within the RELEVANT TIME PERIOD. Based on these ambiguities, Oracle lacks an understanding of this Request sufficient to allow it to either admit or deny the Request as stated.

May 6, 2019

GARY R. SINISCALCO  
ERIN M. CONNELL  
WARRINGTON PARKER



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Attorneys for Defendant

ORACLE AMERICA, INC.

**PROOF OF SERVICE BY ELECTRONIC MAIL**

I am more than eighteen years old and not a party to this action. My business address is Orrick, Herrington & Sutcliffe LLP, The Orrick Building, 405 Howard Street, San Francisco, California 94105-2669. My electronic service address is [jkaddah@orrick.com](mailto:jkaddah@orrick.com).

On May 6, 2019, I served the interested parties in this action with the following document(s):

DEFENDANT ORACLE AMERICA, INC.'S RESPONSES & OBJECTIONS TO FIRST SET OF REQUESTS FOR ADMISSION

by serving true copies of these documents via electronic mail in Adobe PDF format the documents listed above to the electronic addresses set forth below:

Marc A. Pilotin ([pilotin.marc.a@dol.gov](mailto:pilotin.marc.a@dol.gov))

Laura Bremer ([Bremer.Laura@dol.gov](mailto:Bremer.Laura@dol.gov))

Jeremiah Miller ([miller.jeremiah@dol.gov](mailto:miller.jeremiah@dol.gov))

Norman E. Garcia ([Garcia.Norman@DOL.GOV](mailto:Garcia.Norman@DOL.GOV))

U.S. Department of Labor, Office of the Solicitor, Region IX – San Francisco

90 Seventh Street, Suite 3-700

San Francisco, CA 94103

Telephone: (415) 625-7769 / Fax: (415) 625-7772

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 6, 2019, at San Francisco, California.

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Jacqueline D. Kaddah