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FILED
ALAMEDA COUNTY

MAY 01 2013

CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

NAVEEN VEMULAPATI, individually and on
behalf of others similarly situated,

Plaintiffs,
vs.

SIEBEL SYSTEMS, INC., ORACLE
CORPORATION, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: RG 13662755

[Signature]
**[AMENDED PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT,
CERTIFICATION OF SETTLEMENT
CLASS, APPROVING CLASS NOTICE,
AND SETTING FINAL APPROVAL
HEARING**

Date: May 1, 2013
Time: 3:00 p.m.
Dept: 17

Reservation No.: 1381743

1 On January 9, 2013, Plaintiff Naveen Vemulapati, on behalf of himself, others similarly
2 situated, and the general public, filed suit against Oracle Corporation in the Superior Court of
3 California for the County of Alameda. The Complaint asserted claims under California Industrial
4 Welfare Commission Wage Order No. 4-2001 and California Labor Code ("Labor Code") §§ 201,
5 202, 203, 226, 226.7, 510, 512, 1194, and representative claims under California Business &
6 Professions Code Section 17200 *et seq.* Plaintiff alleged that certain former employees of Defendant
7 were misclassified as exempt employees and are owed compensation for unpaid overtime and missed
8 meal periods. The lawsuit seeks damages for unpaid wages, overtime pay, penalties under California
9 law, interest, and attorneys' fees and expenses. Defendant denied all of Plaintiff's claims.

10 After voluntary exchange of information, the Parties entered into private mediation before
11 respected neutral mediator David Rotman to try to resolve the claims. As a result of that mediation
12 and under the auspices of Mr. Rotman, the Parties reached a settlement. On or about April 24, 2013,
13 Plaintiff and Defendant executed the Joint Stipulation of Class Action Settlement and Release setting
14 forth the terms of the Settlement Agreement.

15 A preliminary approval hearing was held before this Court on May 1, 2013, for the purpose of
16 determining, whether the proposed Settlement Agreement was within the range of possible approval
17 and whether notice to the Class of its terms and conditions, and the scheduling of a final approval
18 hearing, would be worthwhile. Appearing at the hearing were Brendan Dolan of Vedder Price on
19 behalf of Defendant and Laura L. Ho of Goldstein, Borgen, Dardarian & Ho on behalf of Plaintiff and
20 the Class.

21 Having reviewed the documents and information presented, heard the statements of counsel,
22 considered the matter, and made findings and rulings at the hearing,

23 IT IS HEREBY ORDERED:
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1 1. The Court hereby GRANTS preliminary approval of the terms and conditions contained
2 in the Settlement Agreement. The Court preliminarily finds that the terms of the Settlement Agreement
3 appear to be in the range of possible approval, pursuant to the provisions of Section 382 of the
4 California Code of Civil Procedure.
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6 2. It appears to the Court on a preliminary basis that: (1) the settlement amount is fair and
7 reasonable to the Class Members when balanced against the probable outcome of further litigations
8 relating to class certification, liability, damages issues and potential appeals; (2) significant
9 investigation, research, and litigation have been conducted such that counsel for the Parties at this time
10 are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid
11 substantial cost, delay and risk that would be presented by further prosecution of the action; and (4) the
12 proposed settlement has been reached through serious, informed, non-collusive negotiations conducted
13 at arms' length by the parties with the assistance of a reputable mediator. Accordingly, the Court
14 preliminarily finds that the Settlement Agreement was entered into in good faith, pursuant to Section
15 887.6 of the California Code of Civil Procedure.
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17 3. The Court hereby GRANTS conditional certification of the provisional class, in
18 accordance with the Settlement Agreement for the purposes of this settlement only pursuant to Section
19 382 of the California Code of Civil Procedure and Rule 3.769(d) of the California Rules of Court. The
20 Class is defined as "individuals who Siebel Systems, Inc. employed in the positions of Quality
21 Assurance Engineer, Senior Quality Assurance Engineer, Quality Engineer, or Senior Quality in
22 California from February 5, 2003 to February 28, 2006 and who had not previously executed a release
23 of claims." Persons who previously executed a release of claims are those for whom Defendant can
24 produce a signed release or otherwise prove by a preponderance of the evidence executed a release of
25 claims.
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1 4. The Court hereby approves the Notice attached hereto as Exhibit 1 as the Notice that
2 will be sent to Class Members in the manner provided in the Settlement Agreement. The Court finds
3 that the notice and the related notification materials are in full compliance with the laws of the state of
4 California, to the extent applicable, the United States Constitution, and the requirements of due process.
5 The Court further finds that the Notice appears to fully and accurately inform the Class Members of all
6 material elements of the proposed Settlement Agreement, the Class Member's right to be excluded from
7 the Class, and each class member's right and opportunity to object to the settlement.

8 5. Rust Consulting, Inc. is hereby appointed as the Settlement Administrator for purposes
9 of carrying out the notice and settlement administration processes set forth in the Settlement
10 Agreement, and the Court preliminarily approves payment of no more than \$23,000.00 to Rust for
11 settlement administration services. Oracle is ordered to provide the class contact information necessary
12 for the Settlement Administrator to carry out its duties under the Settlement Agreement. The Settlement
13 Administrator shall use the information provided to it under the Settlement Agreement solely to carry
14 out its duties, shall not disclose that information to anyone other than its employees who are engaged in
15 carrying out its duties, and shall take appropriate measures to maintain the confidentiality and security
16 of the information provided to it by the parties.

17 6. The Court hereby conditionally finds that David Borgen and Laura L. Ho of Goldstein,
18 Borgen, Dardarian & Ho may act as counsel for the Class, and that Plaintiff Naveen Vemulapati may
19 act as class representative for the Class.

20 7. The Court preliminarily approves the parties' choice of cy pres beneficiaries, which will
21 share equally any remaining funds. The cy pres beneficiaries are: (1) Asian Americans Advancing
22 Justice – Asian Law Caucus in San Francisco and (4) The Tenderloin Tech Lab of the St. Anthony
23 Foundation in San Francisco.

24 8. The Court orders the following Implementation Schedule for further proceedings,
25 consistent with the timeframes set forth in the Settlement Agreement:
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1 2 3 4	21 days after Preliminary Approval of Settlement	Oracle to provide the Settlement Administrator the most recent names, mailing addresses, telephone numbers, and social security numbers it has for all Class Members, as well as any information regarding the Class Members' dates of employment during the relevant time period.
5 6 7 8 9	30 days after defendant provides Settlement Administrator most recent names, mailing addresses, telephone numbers, and social security numbers it has for all Class Members, as well as any information regarding the Class Members' dates of employment during the relevant time period	Settlement Administrator to mail Class Action Settlement Notices, which shall be substantially in the form attached as Exhibit 1 hereto.
10 11	45 days after Notices mailed	Last day for Class Members to opt out or submit written objections.
12 13 14	<u>September 3</u> , 2013 (5 court days before Final Approval Hearing)	Deadline for Parties to file briefs and other papers in support of final approval of Settlement Agreement, and for Plaintiff to file application for award of fees and costs
15 16	<u>September 10</u> , 2013	Final Approval Hearing before the Court
17 18 19 20 21	Within 30 days of the Settlement Effective Date	Settlement Administrator to distribute: individual settlement allocation checks to Class Members, minus withholding taxes; attorneys' fees and costs to Class Counsel (except for 10% holdback of attorneys' fees until Court reviews and approves report by Settlement Administrator reflecting funds distributed, checks cashed, checks cancelled and amount available for distribution to the two <i>cy pres</i> beneficiaries preliminarily approved by the Court), if approved by Court.
22 23 24 25 26	Within 30 days of the Settlement Effective Date	Defendant shall make the payment to the Settlement Administrator for administration costs; make the service award payment to the Class Representative, if approved by the Court; make the payment to Class Counsel for the PAGA penalty settlement which Class Counsel will promptly (within five business days) pay to the LWDA.

1 2 3 4 5	181 days after distribution of settlement checks	Settlement Administrator to cancel unnegotiated settlement checks and begin to prepare accounting to Court reflecting funds distributed, checks cashed, checks cancelled, amount of Court-approved Class Counsel's attorneys' fees held back, and amount available for equal distribution to the two cy pres beneficiaries designated by the parties and preliminarily approved by the Court.
6 7	210 days after distribution of settlement checks	Settlement Administrator to submit final accounting declaration to the Court.
8 9 10 11 12	Within 3 (three) business days of Court review and approval of final accounting.	Claims Administrator to pay Class Counsel the portion of attorneys' fees held back by order of Court, and Settlement Administrator to pay any remaining funds from checks not cashed or undeliverable on an equal basis to the two cy pres beneficiaries designated by the parties and preliminarily approved by the Court.

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14 9. A hearing (the "Final Approval Hearing") shall be held on September 10, 2013 at ^{3:00} p.m. in Department 17 of this Court, as set forth in the Class Notice, to determine whether the proposed settlement of this Action is fair, reasonable, and adequate and should be finally approved. The Parties' briefs and other papers in support of final approval of the proposed settlement, Class Representative's application for a service award, and Class Counsel's application for an award of attorneys' fees and expenses shall be filed with the Court no later than five court days prior to the Final Approval Hearing. The Final Approval Hearing described in this paragraph may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Class. After the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Settlement Agreement that will adjudicate the rights of all class members. Any award of attorneys' fees and expenses made by the Court at the Final Approval Hearing will provide for the retention of ten percent (10%) of the attorneys' fees until a final accounting is made and the Court approves the final accounting and disbursement of the remaining fees.

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27 10. Any member of the Class who is not excluded from the Class and who timely objects to the approval of the proposed settlement may appear at the Final Approval Hearing in person or through

1 counsel to show cause why the proposed settlement should not be approved as fair, reasonable, and
2 adequate.

3 11. Objections to the settlement shall be heard, and any papers or briefs submitted in
4 support of said objections shall be considered by the Court only if said objections, papers and/or briefs
5 are filed within forty-five (45) days from the date notice was mailed to the Class. Objectors shall file
6 with the Clerk of the Superior Court written notice of their intention to object. Objectors shall state
7 specifically the factual basis and legal grounds of the objection, and serve copies with proof of service
8 within 45 days from the date notice forms were mailed to the Class, on the parties as follows:

9 Counsel for Plaintiffs and the Class:

10 David Borgen
11 Laura L. Ho
12 GOLDSTEIN, BORGEN, DARDARIAN & HO
13 300 Lakeside Drive, Suite 1000
14 Oakland, California 94612
15 Telephone: (510) 763-9800
16 Facsimile: (510) 835-1417

17 Counsel for Defendant Oracle Corporation:

18 Brendan Dolan
19 VEDDER PRICE
20 One Embarcadero Center
21 Suite 500
22 San Francisco, CA 94111
23 Telephone: (415) 749-9500
24 Facsimile: (415) 749-9502

25 12. Any Settlement Class Member who does not make his or her objection to the
26 settlement in the manner provided herein shall be deemed to have waived any such objection by
27 appeal, collateral attack, or otherwise.

28 13. Any member of the Settlement Class who desires to be excluded from ("opt-out" of)
the Settlement Class must mail a signed, written request for exclusion addressed to the Settlement
Administrator or to counsel for the parties listed above in paragraph 10, within forty-five (45) days
from the date notice forms were mailed to the Class. All such persons who properly mail requests
for exclusion from the Settlement Class shall not be Settlement Class Members and shall have no

1 rights with respect to the settlement and no interest in the settlement proceeds. The names and
2 addresses of all excluded individuals shall be attached as an exhibit to the Final Approval Order.

3 14. In the event that the proposed settlement and/or the Settlement Agreement is not
4 approved by the Court, or for any reason the parties fail to obtain a Final Approval Order as
5 contemplated in the Settlement Agreement, then the Settlement Agreement and all orders entered in
6 connection therewith shall be null and void and of no effect, and shall not be used or referred to for
7 any purposes whatsoever. In such event, the Settlement Agreement and all negotiations and
8 proceedings relating thereto shall be withdrawn without prejudice as to the rights of any and all
9 parties thereto, who shall be restored to their respective positions immediately prior to the date of
10 the execution of the Settlement Agreement and prior to the Memorandum of Settlement executed at
11 the mediation of this matter.

12 **IT IS SO ORDERED.**

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14 Dated: May 1, 2013


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16 HONORABLE STEVEN BRICK
17 Alameda County Superior Court Judge
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EXHIBIT 1

Your estimated pre-tax Individual Settlement Allocation from this Settlement will be \$<<Estimated Award>>.

Your estimated Individual Settlement Allocation is based on the following, according to Oracle's records:

From February 5, 2003 through February 28, 2006 you worked for Siebel Systems, Inc. in a Quality Assurance Engineer, Senior Quality Assurance Engineer, Quality Engineer or Senior Quality Engineer position a total of <<Number of Weeks>> weeks.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

Vemulapati v. Siebel Systems, Inc., Oracle Corporation and Does 1 through 10

Case No.: RG13662755

NOTICE OF (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; (2) FINAL APPROVAL HEARING; AND (3) RIGHT TO REQUEST EXCLUSION FROM OR OBJECT TO SETTLEMENT

NOTICE OF CLASS ACTION SETTLEMENT AND YOUR RIGHTS

The Court authorized this Notice. This is not a solicitation from a lawyer.

The Court has given preliminary approval to a Class Settlement of this Lawsuit.

If you were employed by Siebel Systems, Inc. ("Siebel") in California in one of the positions described below during the time frames described below, you should read this Notice carefully because it may affect your rights. Siebel and Oracle Corporation ("Oracle") are jointly referred to as the defendants in this Notice, however Oracle acquired Siebel in 2006 and Siebel ceased to operate as a separate entity.

TO: Former employees of Siebel Systems, Inc. who worked in a Quality Assurance Engineer, Senior Quality Assurance Engineer, Quality Engineer or Senior Quality Engineer position in California at any time from February 5, 2003 through February 28, 2006:

Your Legal Rights and Options in this Settlement

Do Nothing

Stay in this Lawsuit. Receive your share of the Settlement money. Give up certain rights.

You do not have to do anything to receive your share of the Settlement monies. In exchange, you give up any rights to sue the defendants separately about the same legal claims contained in this Lawsuit.

Ask To Be Excluded	<p>Request to be excluded from Settlement. Get no benefits or money from the settlement. Keep certain rights.</p> <p>If you exclude yourself, you will no longer be part of the Lawsuit and you will not be entitled to any money from the Settlement. But, you will keep any rights to sue the defendants separately about the same legal claims in this Lawsuit.</p>
Object	<p>Submit a written objection to the Court.</p> <p>If you disagree with the proposed Settlement, you may submit an objection if you do not opt out. If the Court agrees with your objection, the parties can choose whether to withdraw the Settlement or change its terms. If the Court rejects your objection, you will be entitled to participate in the Settlement. You cannot both ask to be excluded and object to the Settlement.</p>

ORACLE WILL NOT RETALIATE AGAINST YOU FOR YOUR DECISION TO DO NOTHING, ASK TO BE EXCLUDED/OPT OUT, OR OBJECT.

BASIC INFORMATION

1. Why did I receive this Notice?

This Notice explains that a proposed class action settlement has been reached in this case. Oracle's records indicate that you are a member of the Class that is covered by the Settlement. See Question #5 below for more detailed information about how class membership is determined.

Judge Steven A. Brick of the Superior Court for the County of Alameda is overseeing this class action. The lawsuit is known as *Vemulapati v. Siebel Systems, Inc., Oracle Corporation and Does 1 through 10*, Case No. RG13662755. You can see more information about Judge Brick and the Superior Court of Alameda County at the Court's website by visiting the Department 17, Complex Division page at: <http://www.alameda.courts.ca.gov/Default.aspx>.

2. What is this lawsuit about?

The Lawsuit alleges that Siebel (1) failed to pay overtime compensation, (2) failed to provide off-duty meal periods or pay for missed meal periods. The Lawsuit seeks allegedly unpaid overtime, penalties and interest.

Defendants deny any liability or wrongdoing and contend that employees in the class were at relevant times exempt from overtime entitlement, and that employees were not denied meal periods to which they were legally entitled.

3. What is a class action and who is involved?

In a class action, one or more persons called "Class Representatives" or "Plaintiffs" (in this case Naveen Vemulapati) file a lawsuit on behalf of people who have similar claims. The people together are called the "Class" or "Class Members." The companies they sued (in this case Siebel and Oracle) are called the "Defendants." One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves, or opt-out, from the Class.

4. Why is this case settling?

Attorneys for the Class and attorneys for Oracle entered an agreement in 2007 tolling the statute of limitations and establishing a framework for settlement negotiations. Significant additional expense would be incurred by both sides leading to the trial. Attorneys for the Class and the Class Representatives, and attorneys for Oracle and the representatives of the company engaged in negotiations, assisted by an experienced mediator, and reached the Settlement described in this Notice.

This Settlement is sought by both sides to avoid the further expense and disruption of litigation, to conclude the case with certainty and finality sooner than would otherwise occur, and due to the uncertainty over the outcome if the case were litigated through trial and appeals.

WHO IS IN THE CLASS

5. Am I part of this Class?

You are in the Class if you and you have not previously signed a release and you were employed by Siebel between February 5, 2003 and February 28, 2006 as a Quality Assurance Engineer, Senior Quality Assurance Engineer, Quality Engineer, or Senior Quality Engineer position.

You are not in the Class if you signed a settlement or separation agreement or waiver releasing your claims when your employment with Siebel or Oracle ended.

THE SETTLEMENT BENEFITS—WHAT YOU RECEIVE

6. What does the Settlement provide?

Under the proposed settlement Oracle will pay a Gross Settlement Amount of nine hundred seventy-five thousand dollars (\$975,000.00).

Subject to Court approval, \$292,500 for attorneys' fees for class counsel and \$12,000 will be deducted from the Gross Settlement Amount. The remaining Net Settlement Amount will then be distributed on a pro rata basis to Class Members who do not submit an exclusion request. As a part of the Settlement, Oracle is separately paying: (1) \$20,000.00 to the California Labor and Workforce Development Agency to resolve the claim for penalties under the Labor Code Private Attorney General Act; (2) up to \$23,000 to the Settlement Administrator for administering the Settlement; (3) up to \$10,000 to the Class Representative for the work and risk he undertook in

prosecuting the action and creating the Class Settlement; and (4) the employer portion of all payroll taxes relating to the Class Members' payments.

7. What can I get from the Settlement?

Your share of the Settlement will depend on a number of factors, including: a) how many weeks you worked for Siebel in a Class Position; b) the Class Position(s) you held; c) the amount of attorneys' fees and costs approved by the Court; and d) the amount of employee payroll taxes.

Based on Oracle's records, the number of weeks that you worked that are covered by the Settlement are shown at the top of this Notice. This number includes all weeks in which you were in a Class Position, as defined in the Settlement Agreement, minus any leaves of absence (but including any weeks of sick leave and vacation), and credit for partial workweeks was given on a pro rata basis. If you believe that the information is wrong, you may send in a written statement of why you believe it is wrong and any evidence that you have to support your position to the Settlement Administrator. The number of workweeks will be changed only if you prove by clear and convincing evidence that the number provided by Oracle is inaccurate. Your written statement and evidence to the Settlement Administrator must be sent by First Class Mail and postmarked by _____, 2013.

The Settlement Administrator's contact information is:

Vemulapati v. Siebel Wage and Hour Class Settlement
c/o Rust Consulting, Inc.
P.O. Box 2396
Faribault, MN 55021-9096
1-8xx-xxx-xxxx

For each workweek covered by the Settlement in which you worked in a Class ___ position, you will receive approximately \$_____. The amounts calculated as described above will be your pre-tax Individual Settlement Allocation. Your estimated pre-tax Individual Settlement Allocation is shown at the top of this Notice. The final Individual Settlement Allocation you receive may change based on the factors set forth above and the resolution of any workweek challenges filed by Class Members.

Half of your Individual Settlement Allocation will represent payment for claims for wages, and half will represent payment for claims for interest and penalties. From the wage portion of each Class Member's Individual Settlement Allocation, payroll deductions will be made for state and federal withholding taxes and any other applicable payroll deductions owed by the Class Member as a result of the payment.

8. Can I read a copy of the Settlement Agreement?

Yes. A copy of the Settlement Agreement, and all other documents related to the Settlement, may be found attached to the Declaration of Laura L. Ho In Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on _____, 2013, which is available for your review on the Court's Domain website at

<http://apps.alameda.courts.ca.gov/domainweb/html/index.html>. To find this case, click on the "Complex Litigation" button and then click on the "Department 17 Cases" button. You also may contact Class Counsel (see contact information in Question #20 below) or view the agreement on Class Counsel's website at www._____.

9. If the settlement is approved, when will I receive my payment?

The Court has scheduled a Fairness/Final Approval Hearing on _____, 2013, at _____m. in Department 17 of the Superior Court for the State of California for the County of Alameda, 1221 Oak Street, Oakland, California 94612-4293, at which time the Court will determine: (1) whether the proposed Settlement should be approved as fair, reasonable and adequate; and (2) whether the applications for the Class Representative's Service Award, attorneys' fees and costs should be approved. If the Court approves the Settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing.

Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed out to the Class Members within approximately 30 days. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals. Please be patient.

HOW YOU RECEIVE A PAYMENT

10. How can I receive a payment?

If you do nothing you will receive a payment. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Settlement Administrator in writing, stating your name and past and current addresses at the Settlement Administrator's address listed in Question #7 above.

11. What if I don't cash my settlement check?

If you do not cash your check, you will still be bound by the terms of the Settlement; this means that you will release certain claims under state and federal law. After 180 days, the Settlement Administrator will stop payment on your check.

12. What am I giving up to be part of the Settlement?

If you do not exclude yourself from the settlement, you will be bound by the release of claims in this Settlement:

Except as to such rights or claims as may be created by the Settlement Agreement, you shall be deemed to give full release and discharge to the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated damages, interest, and penalties for claims stated in the First Amended Complaint, including

claims under the Labor Code Private Attorney Generals Act (“PAGA”) predicated on the claims stated in the First Amended Complaint.

For the full language of the release, see the Settlement Agreement filed with the Court.

YOUR RIGHTS AND OPTIONS

13. What are my rights and options?

You can remain in the Class and recover from the Settlement or you can request to be excluded from the Class and be excluded from the Class and not recover from the Settlement. You can also remain in the Class and object to the proposed Settlement if you think it is unfair, inadequate, or unreasonable.

Oracle will not take any adverse employment action, or otherwise retaliate against you for remaining in the Settlement or asking to be excluded from the Settlement.

14. What happens if I do nothing at all?

You don’t have to do anything now to receive your share of the Settlement. You will be bound by the release set forth in Question #12 above.

15. Why would I ask to be excluded?

You do not need a reason to ask to be excluded. If you already have your own overtime and meal period violation lawsuit against Oracle and want to continue with it, you may need to ask to be excluded from the Class. If you exclude yourself—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you won’t get any money or benefits from this Settlement. If you exclude yourself, you will not be legally bound by the Settlement.

If you do exclude yourself so you can start or continue your own lawsuit against Oracle, you should talk to your own lawyer soon, because there may be a time limit on when you can file your claims.

16. How do I ask the Court to exclude me from the Class?

The Court will exclude you from the Class if you make a request to be excluded by _____, 2013. To be excluded, you must send a written “Exclusion Request” to the Settlement Administrator at the address listed in Question #7 above, stating that you want to be excluded from the *Vemulapati v. Siebel* Class Action. You must include your name (including any other names you may have used at Siebel or Oracle), last four digits of your Social Security Number, and address, and sign the Exclusion Request. You should also keep a copy for your records. Your Exclusion Request must be postmarked by _____, 2013.

If you do not follow these instructions for excluding yourself from the Class, you will be bound by the Settlement in this Action.

17. Why would I ask to object?

If you think that the proposed Settlement is unfair, inadequate or unreasonable, you can object to the proposed Settlement.

18. How do I ask the Court to object?

If you want to object to the Settlement or any part of the Settlement, you must send the Settlement Administrator, at the address listed in Question #7 above, a notice of intention to appear, along with any papers for the Court to consider, postmarked by _____, 2013.

If you object in the manner provided above, then you or your attorney may appear at the Final Approval Hearing, currently set for _____, 2013, at _____ at the Superior Court for the State of California, County of Alameda, to present any arguments concerning the fairness, reasonableness and adequacy of the Settlement, or concerning the Class Representatives' application for the Service Awards or the award of attorneys' fees, costs and expenses. However, if you do not object in the manner provided above, your objection may be considered waived and you will not be able to make any other or later objection to the fairness, reasonableness or adequacy of the proposed Settlement, or any to award of attorneys' fees, costs and expenses, or Class Representatives' Service Awards.

19. What's the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

CLASS COUNSEL AND CLASS REPRESENTATIVES

20. Who are the lawyers representing the Class?

The Court has decided that the following law firm is qualified to represent you and all Class Members:

David Borgen, State Bar No. 099354
dborgen@gbdhlegal.com
Laura L. Ho, State Bar No. 173179
lho@gbdhlegal.com
GOLDSTEIN, BORGEN, DARDARIAN & HO
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
T: (510) 763-9800
F: (510) 835-1417

The lawyers identified above are called "Class Counsel."

21. How will the lawyers and Class Representatives be paid?

The amount of attorney's fees and costs awarded to Class Counsel will be subject to Court approval. If the Court grants Class Counsel's request, the fees and expenses will be paid from the Gross Settlement Amount.

Class Counsel have devoted many hours and approximately up to \$12,000 dollars of out of pocket expenses to prosecuting the case. According to California law, the Court may award attorneys' fees to Class Counsel as well as reimbursement for costs Class Counsel have expended in their work. Class Counsel plan to request that the Court authorize payment to them of attorneys' fees of two hundred ninety-two thousand dollars (\$292,500.00) and costs and other expenses of approximately twelve thousand dollars (\$12,000.00) which, if approved, will come from the Gross Settlement Amount.

The Class Representative has also expended considerable time and energy prosecuting this case. He will ask the Court to approve monetary payments to him as compensation for the work he has done (and risk he has incurred) in bringing and prosecuting the case and achieving a substantial settlement, in an amount not to exceed ten thousand dollars (\$10,000.00) (the "Service Award"). If approved by the Court, this payment will be made by Oracle and will be in addition to any amounts of damages paid to the Class Representatives as Class Members under the Settlement.

22. Should I get my own lawyer?

If you choose to stay in the Class and do not send a letter seeking to be excluded, you do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want to hire your own lawyer, you have the ability to do that. For example, you could hire your own lawyer and ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

THE COURT'S FAIRNESS HEARING

23. When and where will the Court have a hearing on the settlement?

The Court will hold a hearing in front of the Honorable Judge Steven Brick on _____, 2013, at _____ .m. at the Superior Court of California, County of Alameda, Dept. 17, located at 1221 Oak Street, Oakland, California 94612-4293 (the "Court"), to determine whether the proposed settlement of the Action is fair, adequate, reasonable and should be approved by the Court. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Brick might have. The Final Approval Hearing may be continued or adjourned without further notice.

24. May I attend the hearing and speak?

Anyone may attend this hearing. If you are a Class Member and wish to speak, you must submit an objection and/or notice of intention to appear as described above before you can speak at the hearing.

GETTING MORE INFORMATION

25. How can I get more information?

The foregoing description of the case is general and does not cover all of the issues and proceedings thus far. In order to learn more about the case, you may visit Class Counsel's website at www.gbdhlegal.com, contact Class Counsel at 510-763-9800 or at the address of Class Counsel listed in Question #20 above.

You also may obtain more information by viewing the Court's files on the Court's website for free. Judge Steven A. Brick of the Superior Court for the County of Alameda, Department 17, Complex Division is overseeing this Class Action. You can see more information about Judge Brick and the Superior Court of Alameda County at the Court's website at: <http://www.alameda.courts.ca.gov/Pages.aspx/DomainWeb>. To view documents in the case (1) Click on the button called "Case Summary." (2) Once on the Case Summary webpage, in the field after "Enter the case number" type "RG13662755" then click "Submit." This will take you to the General Information webpage for the case. (3) To see a list of documents filed in this case click on the "Register of Actions" button located on the left side of the General Information webpage. (4) To view a specific document click on the image icon associated with the document you would like to view.

Oracle can continue to communicate with its current employees in the ordinary course of business, but is not permitted to communicate with members of the Class about this Lawsuit or Settlement. You can speak to the lawyers representing the Class if you want more information.

PLEASE DO NOT CALL THE COURT OR ORACLE REGARDING THIS NOTICE

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