

EXHIBIT 3

McDonnell Declaration ISO Motion to Compel
Production of Documents Relating to CedarCrestone

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Attorneys for Plaintiffs
 Oracle Corporation, Oracle USA, Inc.,
 and Oracle International Corporation

15 UNITED STATES DISTRICT COURT
 16
 17 NORTHERN DISTRICT OF CALIFORNIA
 18
 19 SAN FRANCISCO DIVISION

20 ORACLE CORPORATION, a Delaware
 21 corporation, ORACLE USA, INC., a Colorado
 22 corporation, and ORACLE INTERNATIONAL
 CORPORATION, a California corporation,

23 Plaintiffs,

24 v.

25 SAP AG, a German corporation, SAP
 26 AMERICA, INC., a Delaware corporation,
 TOMORROWNOW, INC., a Texas corporation,
 and DOES 1-50, inclusive,

27 Defendants.
 28

Case No. 07-CV-1658 MJJ

**PLAINTIFFS' AMENDED AND
 SUPPLEMENTAL RESPONSES AND
 OBJECTIONS TO DEFENDANT
 TOMORROWNOW, INC.'S FIRST
 SET OF INTERROGATORIES**

**CONTAINS CONFIDENTIAL
 INFORMATION DESIGNATED
 PURSUANT TO PROTECTIVE
 ORDER**

REDACTED FOR RELEVANCE

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13 **INTERROGATORY NO. 11:**

14 With respect to the Oracle products referred to in the Complaint or at issue in this
15 litigation, for each customer Oracle believes it has lost to a third-party support vendor, identify
16 the customer and vendor, describe in as much detail as possible how the vendor provided third-
17 party support to that customer, including with respect to access to, and Downloading of, the
18 Software and Support Materials, and the reasons why Oracle lost the customer.

19 **RESPONSE TO INTERROGATORY NO. 11:**

20 In addition to its General Objections, Oracle objects that this Interrogatory is compound,
21 as it includes three distinct inquiries. Oracle will therefore treat this Interrogatory as though it
22 were three separate Interrogatories, as follows:

23 **Interrogatory No. 11(a):**

24 With respect to the Oracle products referred to in the Complaint or at issue in this
25 litigation, for each customer Oracle believes it has lost to a third-party support vendor, identify
26 the customer and vendor.

27 **Response to Interrogatory No. 11(a):**

28 In addition to its General Objections, Oracle objects that the use of the undefined term

1 “third-party support vendor” is vague, ambiguous, overbroad, and calls for an unduly
2 burdensome Response from Oracle. “Third-party support” is not defined and thus Oracle cannot
3 determine whether the term refers to SAP TN, third-party maintenance providers like SAP TN,
4 or includes other entities, which would be overbroad. Oracle will therefore interpret “third-party
5 support” to refer to entities with business models similar to that of SAP TN. Oracle further
6 objects that this Interrogatory calls for information equally available to defendants. Oracle
7 further objects that this Interrogatory seeks information that is not relevant to the litigation, nor
8 likely to lead to the discovery of admissible evidence. Oracle further objects that its
9 investigation into the circumstances related to defendants’ intrusion into and theft from Oracle’s
10 systems is not yet complete, including but not limited to its investigation into customers
11 implicated by defendants’ unlawful conduct. Oracle further objects to the extent that this
12 Interrogatory calls for information protected by the attorney-client or work product privileges.
13 Oracle further objects to this Interrogatory on the ground that many of the facts concerning
14 customers lost to third-party support vendors are solely within the knowledge and/or control of
15 defendants or other third parties. Oracle further objects to the extent the Interrogatory purports
16 to require Oracle to create a compilation, abstract, or summary from business records that Oracle
17 has already produced or will produce.

18 Subject to and without waiver of these objections, Oracle responds as follows:

19 Oracle has not conducted a separate investigation into the activities of every third party
20 support vendor, nor has it performed the technical and contractual analysis of its logs for any
21 entity other than SAP. However, Oracle is generally aware or believes it may have lost support
22 customers for its PeopleSoft and JD Edwards brands of software to SAP TN, Rimini Street,
23 CH2M Hill, Versytec, and netCustomer.

24 Further, pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle refers defendants to Oracle’s
25 production of the server logs in this matter as they show any access to and downloading from
26 Customer Connection, including that from third party support vendors such as SAP TN.

27 **Interrogatory No. 11(b):**

28 With respect to the Oracle products referred to in the Complaint or at issue in this

1 litigation, for each customer Oracle believes it has lost to a third-party support vendor, describe
2 in as much detail as possible how the vendor provided third-party support to that customer,
3 including with respect to access to, and Downloading of, the Software and Support Materials.

4 **Response to Interrogatory No. 11(b):**

5 In addition to its General Objections, Oracle objects that the use of the undefined phrases
6 “third-party support vendor” is vague, ambiguous, overbroad, and calls for an unduly
7 burdensome Response from Oracle. “Third-party support” is not defined and thus Oracle cannot
8 determine whether the term refers to SAP TN, third-party maintenance providers like SAP TN,
9 or includes other entities, which would be overbroad. Oracle will therefore interpret “third-party
10 support” to refer to entities with business models similar to that of SAP TN. Oracle further
11 objects that this Interrogatory calls for information equally available to defendants. Oracle
12 further objects that this Interrogatory seeks information that is not relevant to the litigation, nor
13 likely to lead to the discovery of admissible evidence. Oracle further objects that its
14 investigation into the circumstances related to defendants’ intrusion into and theft from Oracle’s
15 systems is not yet complete, including but not limited to its investigation into customers
16 implicated by defendants’ unlawful conduct. Oracle further objects to the extent that this
17 Interrogatory calls for information protected by the attorney-client or work product privileges.
18 Oracle further objects to this Interrogatory on the ground that many of the facts concerning how
19 third-party support vendors support their customers is solely within the knowledge and/or control
20 of defendants or other third parties. Oracle further objects to the extent the Interrogatory
21 purports to require Oracle to create a compilation, abstract, or summary from business records
22 that Oracle has already produced or will produce.

23 Subject to and without waiver of these objections, Oracle responds as follows:

24 Oracle has not undertaken the type of analysis required to respond to this Interrogatory
25 other than as to SAP. This Interrogatory should be properly directed to the customers and the
26 third-party support vendors, not Oracle. Pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle refers
27 defendants to Oracle’s production of the server logs in this matter as they show how third-party
28 support vendors such as SAP TN access and download from Customer Connection to support

1 their customers.

2 **Interrogatory No. 11(c):**

3 With respect to the Oracle products referred to in the Complaint or at issue in this
4 litigation, for each customer Oracle believes it has lost to a third-party support vendor, describe
5 in as much detail as possible the reasons why Oracle lost the customer.

6 **Response to Interrogatory No. 11(c):**

7 In addition to its General Objections, Oracle objects that the use of the undefined term
8 “third-party support vendor” is vague, ambiguous, overbroad, and calls for an unduly
9 burdensome Response from Oracle. “Third-party support” is not defined and thus Oracle cannot
10 determine whether the term refers to SAP TN, third-party maintenance providers like SAP TN,
11 or includes other entities, which would be overbroad. Oracle will therefore interpret “third-party
12 support” to refer to entities with business models similar to that of SAP TN. Oracle further
13 objects that this Interrogatory calls for information equally available to defendants. Oracle
14 further objects that this Interrogatory seeks information that is not relevant to the litigation, nor
15 likely to lead to the discovery of admissible evidence. Oracle further objects that its
16 investigation into the circumstances related to defendants’ intrusion into and theft from Oracle’s
17 systems is not yet complete, including but not limited to its investigation into customers
18 implicated by defendants’ unlawful conduct. Oracle further objects to the extent that this
19 Interrogatory calls for information protected by the attorney-client or work product privileges.
20 Oracle further objects to this Interrogatory on the ground that many of the facts concerning
21 customers lost to third-party support vendors are solely within the knowledge and/or control of
22 defendants or other third parties. Oracle further objects to the extent the Interrogatory purports
23 to require Oracle to create a compilation, abstract, or summary from business records that Oracle
24 has already produced or will produce.

25 Subject to and without waiver of these objections, Oracle responds as follows:

26 Oracle has not undertaken the type of analysis required to respond to this Interrogatory
27 other than as to SAP. This Interrogatory should be properly directed to the customers and the
28 third-party support vendors, not Oracle. Reasons could include price, better fit, preference for

1 another vendor, or defendants' misleading information about Oracle's support services and
2 provision of cut-rate support. Reasons why the customer chose not to renew its support contract
3 with Oracle may be reflected in the customer's license agreement file, including correspondence
4 related to the customer's support renewal, and therefore, pursuant to Fed. R. Civ. Proc. Rule
5 33(d), Oracle refers defendants to those documents in Oracle's production.

6 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:**

7 **Supplemental Response to Interrogatory No. 11(a):**

8 Subject to and without waiving the above objections, and pursuant to the extensive meet
9 and confer discussions and agreements as described in more detail above, Oracle further
10 responds that pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle refers defendants to Oracle's
11 production of the server logs in this matter, including ORCL00009434, as they show any access
12 to and downloading from Customer Connection, including that from third party support vendors
13 such as SAP TN.

14 **Supplemental Response to Interrogatory No. 11(b):**

15 Subject to and without waiving the above objections, and pursuant to the extensive meet
16 and confer discussions and agreements as described in more detail above, Oracle further
17 responds that pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle refers defendants to Oracle's
18 production of the server logs in this matter, including ORCL00009434, as they show how third-
19 party support vendors such as SAP TN access and download from Customer Connection to
20 support their customers.

21 **Supplemental Response to Interrogatory No. 11(c):**

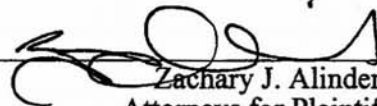
22 Subject to and without waiving the above objections, and pursuant to the extensive meet
23 and confer discussions and agreements as described in more detail above, Oracle further
24 responds that reasons why the customer chose not to renew its support contract with Oracle may
25 be reflected in the customer's license agreement file, including correspondence related to the
26 customer's support renewal, and therefore, pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle
27 refers defendants to those documents in Oracle's production, including ORCL00000001 through
28 ORCL00007590.

REDACTED FOR RELEVANCE

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DATED: October 26, 2007

Bingham McCutchen LLP

By: 
Zachary J. Alinder
Attorneys for Plaintiffs
Oracle Corporation, Oracle USA, Inc., and Oracle
International Corporation

PROOF OF SERVICE

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I am over 18 years of age, not a party to this action and employed in the County of San Francisco, California at Three Embarcadero Center, San Francisco, California 94111-4067. I am readily familiar with the practice of this office for collection and processing of correspondence by U.S. Mail and Electronic Mail, and they are deposited and/or sent that same day in the ordinary course of business.

Today I served the following documents:

PLAINTIFFS' AMENDED AND SUPPLEMENTAL RESPONSES AND OBJECTIONS TO DEFENDANT TOMORROWNOW, INC.'S FIRST SET OF INTERROGATORIES

(BY ELECTRONIC MAIL) by transmitting via electronic mail document(s) in portable document format (PDF) listed below to the email address set forth below on this date.

(BY MAIL) by causing a true and correct copy of the above to be placed in the United States Mail at San Francisco, California in sealed envelope(s) with postage prepaid, addressed as set forth below. I am readily familiar with this law firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service the same day it is left for collection and processing in the ordinary course of business.

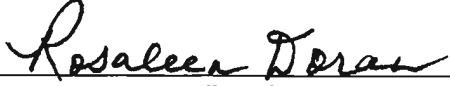
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Tharan Gregory Lanier, Esq.
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I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made and that this declaration was executed on October 26, 2007, at San Francisco, California.



Rosaleen Doran

EXHIBIT 4

McDonnell Declaration ISO Motion to Compel
Production of Documents Relating to CedarCrestone

ORIGINAL

1 BINGHAM McCUTCHEN LLP
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13 Attorneys for Plaintiffs
 14 Oracle Corporation, Oracle USA, Inc.,
 and Oracle International Corporation

15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN FRANCISCO DIVISION

19 ORACLE CORPORATION, a Delaware
 20 corporation, ORACLE USA, INC., a Colorado
 21 corporation, and ORACLE INTERNATIONAL
 CORPORATION, a California corporation,

22 Plaintiffs,

23 v.

24 SAP AG, a German corporation, SAP
 25 AMERICA, INC., a Delaware corporation,
 TOMORROWNOW, INC., a Texas corporation,
 and DOES 1-50, inclusive,

26 Defendants.

Case No. 07-CV-1658 MJJ

**PLAINTIFFS' RESPONSES AND
 OBJECTIONS TO DEFENDANT
 TOMORROWNOW, INC.'S FIRST
 SET OF INTERROGATORIES**

REDACTED FOR RELEVANCE

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INTERROGATORY NO. 9:

Identify by name and business address all companies that provide third-party support for any Oracle product referred to in the Complaint or at issue in this litigation.

RESPONSE TO INTERROGATORY NO. 9:

In addition to its General Objections, Oracle objects that the phrase “any Oracle product referred to in the Complaint or at issue in this litigation” is vague, ambiguous, and overbroad. The Complaint refers to many Oracle products that are not at issue in this litigation, such as database applications. Accordingly, Oracle will interpret “any Oracle product referred to in the Complaint or at issue in this litigation” as Software and Support Materials for legacy PeopleSoft and J.D. Edwards enterprise software applications available through Customer Connection. Oracle further objects that the phrase “all companies that provide third-party support” is vague, ambiguous, overbroad, and calls for an unduly burdensome Response from Oracle. “Third-party support” is not defined and thus Oracle cannot determine whether the term refers to third-party maintenance providers, like SAP TN, or includes other entities, which would be overbroad.

1 Oracle will therefore interpret “third-party support” to refer to entities with business models
2 similar to that of SAP TN. Oracle further objects that this Interrogatory calls for information
3 equally available to defendants.

4 Subject to and without waiving its objections, Oracle responds that it is currently aware
5 of the following: SAP TN, Rimini Street, CH2M Hill, Versytec, and netCustomer.

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7 **INTERROGATORY NO. 10:**

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REDACTED FOR RELEVANCE

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12 **RESPONSE TO INTERROGATORY NO. 10:**

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REDACTED FOR RELEVANCE

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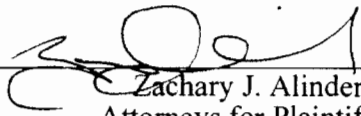
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1 DATED: September 14, 2007

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Bingham McCutchen LLP

By: 
Zachary J. Alinder
Attorneys for Plaintiffs
Oracle Corporation, Oracle USA, Inc., and Oracle
International Corporation

PROOF OF SERVICE

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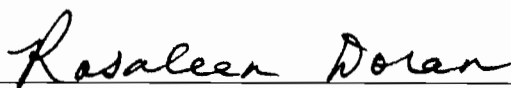
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I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made and that this declaration was executed on September 14, 2007, at San Francisco, California.



Rosaleen Doran

EXHIBIT 5

McDonnell Declaration ISO Motion to Compel
Production of Documents Relating to CedarCrestone



Solutions >

- [E-Business Suite](#)
- [Fusion Middleware](#)
- [PeopleSoft](#)
 - [Consulting Services](#)
 - [Managed Services](#)
 - [Host](#)
 - [Manage](#)
 - [Maintain](#)
 - [Upgrade Lab](#)
 - [Develop](#)
- [Management Consulting Services](#)
- [Technology Integration Services](#)
- [Training Services](#)

PeopleSoft Managed Services – Maintain

CedarCrestone Managed Services (CMS) Maintain offers clients a solution for providing ongoing tax and regulatory support for unsupported PeopleSoft applications. Tax and Regulatory support is often packaged with application break/fix support to arrive at a solution able to "Maintain" clients on unsupported versions for extended periods of time.

- Payroll and HR Tax and Regulatory Support
 - PeopleSoft tax/regulatory updates
 - HRMS tax & regulatory support
 - EEO-1 Reporting, ERISA, Federal/state/local tax, garnishments, OSHA reporting, etc.
 - Everything required to keep you governmentally compliant
- Financials regulatory support
 - 1099 updates and Asset depreciation regulatory changes
 - Newly legislated reporting requirements
- Student Administration regulatory support
 - Financial Aid regulatory updates (FISAP, ISIRs, Pell Grants, Hope Scholarship, Student Loans)
 - 1099 updates for Student Financials
 - Student Records reporting (Consolidated Statistics, IPEDS, SEVIS)
- Application break/fix support
 - Troubleshooting for system issues reported by the client
 - Can include support for customizations
 - May require development of custom code fix (limited to authorized/allowable object development and customizations)

Regs/Legs Support

Support for Oracle|PeopleSoft Campus Solutions CS/HRSA is expected to end in August 2008. There are no current CS/HRSA 8.0 clients requiring Tax and Regs support, but this is rapidly changing as CS/HRSA 8.0 client look at the horizon and the need to stay current with Regs and Legs. To learn more click [here](#).

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