

1 Andrew G. Watters (#237990)  
118 South Blvd.  
2 San Mateo, CA 94402  
andrew@andrewwatters.com  
3 +1 (415) 261-8527

4 Attorney for Plaintiff  
5 Stephen Peyton Maynard-Koran

Electronically  
**FILED**  
by Superior Court of California, County of San Mateo  
ON 3/8/2021  
By /s/ Anthony Berini  
Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN MATEO

11  
12 Stephen Peyton Maynard-Koran,  
an individual,  
13 Plaintiff,  
14  
15 v.  
16 Oracle Corporation, a Delaware  
corporation; Anthony Grayson;  
Does 1-10,  
17 Defendants,  
18

Case no. 21-CIV-00992  
**FIRST AMENDED COMPLAINT**  
1. Wrongful Termination  
2. Retaliation/Whistleblowing  
3. Breach of Contract  
4. Breach of the Covenant of  
Good Faith and Fair Dealing  
5. Fraud  
6. Age Discrimination  
7. Fraud

UNLIMITED CIVIL



1 subject matter jurisdiction because the amount in controversy  
2 exceeds the jurisdictional minimum of \$25,000.00.

3 8. This Court has personal jurisdiction over all of the  
4 Defendants in that they are residents of this State or are deemed  
5 residents of this State.

6 9. Venue is proper in this Court because a substantial  
7 portion of the acts and omissions that occurred took place in  
8 this County, and also because at least one Defendant resides  
9 in this County, namely Oracle Corp., which is based in Redwood  
10 Shores.

#### 11 GENERAL ALLEGATIONS

12 10. This is an action for wrongful termination/retaliation,  
13 breach of contract, breach of the covenant of good faith and fair  
14 dealing, fraud, and age discrimination arising out of Plaintiff's  
15 transition to OCI and work for OCI.

16 11. Essentially, (1) Plaintiff was lured away from his  
17 perfectly secure and rewarding position at Whole Foods/Amazon  
18 in a deliberately fraudulent *bait-and-switch* scheme by now-  
19 Senior Vice President of OCI Tony Grayson; (2) Plaintiff was  
20 wrongfully terminated shortly before his one-year cliff date  
21 for vesting RSU's after he simply tried to hold up his end of  
22 the deal and remedy the extremely toxic culture at OCI; (3)  
23 Defendant retaliated in violation of the whistleblower's rights  
24 that Plaintiff was attempting to exercise by asking Oracle to  
25 investigate Mr. Grayson for conduct that Plaintiff believed to  
26 be illegal; (4) Defendant breached the covenant of good faith and  
27 fair dealing by creating sham feedback and negative performance  
28 reviews/counseling that did not reflect Plaintiff's actual

1 performance in the role in order to justify his firing; (5)  
2 Defendant terminated Plaintiff for his age (Plaintiff is over 40  
3 years old), and otherwise.

4 **The Pre-Employment Offer and Representations**

5 12. Plaintiff believes he may have set the record for  
6 the longest period of time from initial invitation by Oracle to  
7 actual hire date: just over *three and a half years*. Prior to  
8 joining Oracle, Plaintiff was first interviewed in Fall 2016 and  
9 it was clear that Oracle was interested in Plaintiff. When the  
10 position was ultimately offered to Plaintiff, Mr. Grayson made  
11 *numerous* promises and assurances to Plaintiff that were either  
12 false when made, later discovered to be false, made without the  
13 intent of performance, or bore no relation to the truth. This  
14 was all in an effort to cause Plaintiff to jump from Whole Foods/  
15 Amazon, where he enjoyed an excellent working environment and had  
16 substantial autonomy after years of gainful employment there.  
17 Plaintiff reasonably believed that the move to Oracle would, as  
18 Mr. Grayson represented, benefit Plaintiff in the long run by  
19 bringing him to a preeminent software company that was in the  
20 exact space in which Plaintiff desired to spend the rest of his  
21 career. Plaintiff believed all of Mr. Grayson's pre-employment  
22 promises and assurances, did not know they were false, and could  
23 not have discovered their falsity in the exercise of reasonable  
24 diligence. The promises and representations include, but are not  
25 limited to, the following:

26 a. Mr. Grayson represented to Plaintiff that a key  
27 purpose, if not the *main purpose and the main objective*, of  
28 bringing in Plaintiff was to remedy the *pervasive toxic culture*

1 at OCI. Plaintiff specifically raised his concerns about the  
2 industry reputation of Oracle in the area of toxic culture in the  
3 company as a reason for initially declining the position in 2016,  
4 and declining further interviews. Mr. Grayson, undeterred by  
5 Plaintiff's initial refusal to consider the position, *repeatedly*  
6 *assured Plaintiff* that the toxic work environment was going  
7 to change *due to Plaintiff joining OCI*. In other words, *the*  
8 *very purpose of Plaintiff joining OCI* as Vice President was  
9 to carry out a dramatic change in the toxic workplace culture.  
10 (Incidentally, the toxic environment was later discovered to  
11 have been enabled by Mr. Grayson and his own superiors.) The  
12 elimination of toxic culture was part of the employment contract;  
13 although this component of the agreement does not appear on the  
14 face of the contract, this must be because no company is going to  
15 admit having a toxic culture in an employment contract, or admit  
16 that elimination of toxicity is the main purpose of a new hire  
17 joining the company. In any case, Mr. Grayson clearly had the  
18 authority to make such an agreement on behalf of Oracle, and he  
19 did so, confirming at least the existence of the agreement and  
20 its scope in subsequent writings after Plaintiff was hired.

21 b. Mr. Grayson and the other interviewers painted an  
22 extremely rosy picture of Oracle and OCI when Plaintiff was  
23 interviewing. Confronted with the fact that the organization was  
24 commonly known in the industry to have a toxic work environment,  
25 the leaders who interviewed Plaintiff assured Plaintiff that OCI  
26 would certainly get better at this *due to Plaintiff joining OCI*.  
27 On Plaintiff's first day, March 2, 2020, Mr. Grayson sent an  
28 org-wide email to OCI that gave Plaintiff additional assurances

1 that this environment would certainly change under Plaintiff's  
2 leadership. The email of March 2, 2020 speaks for itself,  
3 stating essentially, in pertinent part: "Culture, creativity,  
4 accountability, and 'act now and iterate' are important."  
5 Plaintiff had no reason to change his decision in the initial  
6 period of employment, when he probably still could have returned  
7 to Whole Foods, due to Mr. Grayson's *continuing* false promises  
8 and assurances.

9 c. Also of note, even during the most recent pre-  
10 employment interview, Mr. Grayson made several specific promises  
11 and representations to the effect of: "one of the reasons I  
12 love OCI over Amazon is that I get to control my space. I don't  
13 have to write a document for anything. If I want to use Cisco  
14 or change to Arista, I can." When Plaintiff asked if he would  
15 have the same authority and working environment, Mr. Grayson  
16 replied: "Yes." This is just one specific example of a promise  
17 and representation that Mr. Grayson had no *actual* intention of  
18 honoring and that was later discovered to be untrue.

19 13. Based on these and other promises and assurances,  
20 Plaintiff finally relented after being pursued for a not  
21 insignificant portion of the three and a half years following the  
22 first interview, and he agreed to join Oracle in March 2020.

23 14. Plaintiff was provided a written offer of employment  
24 that was represented by Mr. Grayson to be a formality that  
25 embodied the agreement they had been discussing. There is  
26 no question that Mr. Grayson is an officer, director, and/or  
27 managing agent of Oracle with the actual or apparent authority to  
28 bind the company to such agreements. But for these assurances

1 and promises, Plaintiff would have stayed at his previous well-  
2 paying job, where he was anticipating being promoted to Vice  
3 President.

#### 4 **The Post-Offer Promises and Assurances**

5 15. After Plaintiff came to OCI, of course Mr. Grayson  
6 *continued* to promise repeatedly, and assure Plaintiff *repeatedly*,  
7 that Plaintiff would have the authority and freedom to eliminate  
8 the toxic culture at OCI. These were empty and false promises  
9 and assurances apparently intended to cement Plaintiff's  
10 departure from Whole Foods. Further emails came out in the two  
11 weeks after Plaintiff joined OCI highlighting workplace culture  
12 and the transformation of the organization from "an Enterprise  
13 Networking ecosystem to a Webscale Networking ecosystem" --  
14 as key initiatives for the organization. All of these emails  
15 reinforced the agreement Plaintiff made and the understanding  
16 Plaintiff had of his mission and his reason for even joining OCI.

17 16. In his first two weeks, Plaintiff attended onboarding  
18 meetings in Seattle, and he had an offsite meeting with Mr.  
19 Grayson, Mr. Ken Patchett, and Mr. Sanjeev Khanna. During  
20 that meeting, toxicity and the evolution of OCI to a Webscale  
21 organization were the main themes. Edward Crabbe was discussed  
22 and identified as an extremely toxic and low-performing  
23 individual. Mr. Grayson affirmed that Mr. Crabbe needed to be  
24 removed from the company. He also asserted that he was going to  
25 "fire" other members of his team, including Beatrice Au, Richard  
26 Lotz, Svetlana Anikeeva, and many others.

27 17. A month or so after the start of his employment,  
28 Plaintiff had a 1:1 meeting with Clay Magouyrk, now Executive

1 Vice President (EVP) of OCI. Mr. Magouyrk was 20 minutes  
2 late to the meeting, but then spent 40 minutes with Plaintiff.  
3 Plaintiff began by highlighting the technology and operational  
4 changes he believed were needed to get the organization to  
5 evolve. Mr. Magouyrk stopped Plaintiff mid-presentation and  
6 stated that Plaintiff's org was "extremely toxic," and that  
7 Plaintiff "should take the next year and get [his] team right."  
8 Mr. Magouyrk related a story in which Edward Crabbe had been  
9 so toxic and heated that he had actually spit on Mr. Magouyrk  
10 during a discussion around networking. Plaintiff explained that  
11 he had highlighted this as an issue that almost prevented him  
12 from joining OCI, and that Mr. Crabbe did not report to him, but  
13 to Mr. Grayson. Mr. Magouyrk told Plaintiff that Mr. Grayson  
14 should fire Mr. Crabbe and that Plaintiff should spend the next  
15 year getting his team structured correctly and the toxic culture  
16 changed.

17 18. All of this cemented to Plaintiff the agreement as well  
18 as his reasonable belief and understanding that the mission he  
19 was brought to OCI to perform was agreed to by OCI, just as Mr.  
20 Grayson had represented. After this meeting with Mr. Magouyrk,  
21 Mr. Grayson told Plaintiff that Mr. Magouyrk had described  
22 Plaintiff as "resilient" and described it as "the best compliment  
23 Clay can give." Mr. Grayson also said that this meant Plaintiff  
24 was "going to be successful" at OCI.

#### 25 **The First Months of Employment**

26 19. Due to the ongoing COVID-19 pandemic, the first two  
27 weeks at OCI were slow. However, by March 13, 2020, Plaintiff  
28 was told to stop commuting from Austin to Seattle due to the

1 COVID crisis. After Plaintiff began working from home, the  
2 amount of work and hours of work increased dramatically. Due to  
3 the toxicity in the organization, one Senior Director had left  
4 the organization before Plaintiff had even started. Several  
5 other leaders would leave right after, leaving Plaintiff to do  
6 the work of a VP, two Senior Directors, and a Director while  
7 OCI was in a hiring freeze. On top of this, OCI onboarded its  
8 largest network-based customer, Zoom. This meant that the work  
9 by the Physical Networking organization increased exponentially.  
10 Mr. Grayson demanded that Plaintiff work around the clock, not  
11 just to manage his short-staffed organization, but to write  
12 documents for Mr. Magouyrk stating, "this is how we get paid."  
13 Mr. Grayson sometimes demanded Plaintiff work until 4 a.m. in the  
14 morning Central Time to get documents ready for Mr. Magouyrk.  
15 Plaintiff was also asked to take on documents that Mr. Patchett  
16 and Mr. Khanna had been writing because, as Mr. Grayson and Ms.  
17 Svetlana Anikeeva explained, "they suck at writing docs."

18 20. In one instance, Plaintiff was told that he had to  
19 write the Ops Improvement Plan doc because Mr. Patchett, "does  
20 not know how to write docs," and Mr. Grayson asserted that,  
21 "he was going to have to do something with Ken." In another  
22 situation, Ms. Anikeeva told Plaintiff that "Sanjeev [Khanna]  
23 has 60 days left before Tony fires him." When asked why, she  
24 stated it was because "he can't write docs and Clay refuses to  
25 work with him." This made Plaintiff genuinely concerned that  
26 writing successful documents for Mr. Magouyrk, documents that  
27 made Mr. Grayson look good, was the only way to succeed at  
28 OCI, and that Plaintiff's work around changing the culture and

1 removing toxicity was not actually valued internally even though  
2 it was specifically the main purpose of Plaintiff's employment.  
3 This was later confirmed by an email Mr. Grayson was writing that  
4 stated essentially: "We can't write docs...Manage your team to  
5 run the business....so you can write docs."

6 21. On multiple occasions Plaintiff, Mr. Patchett, and  
7 Mr. Khanna all expressed their concern to Mr. Grayson on how  
8 documents were created for Mr. Magouyrk. These documents were  
9 supposed to explain and encompass extraordinarily complex  
10 technical topics, but Mr. Grayson demanded that they be less than  
11 four pages and be completed in no more than two weeks. This made  
12 it impossible for engineering teams to have input, or for the  
13 opinions expressed in the documents to be vetted effectively.  
14 But Mr. Grayson did not seem to care, stating, "we have to  
15 make decisions on imperfect data." This troubled all three of  
16 the aforementioned gentlemen who have a combined 70+ years of  
17 experience and realized that this would cause issues for the  
18 organization because it could not be judged correctly or managed  
19 appropriately.

20 22. By April 21, 2020, Plaintiff submitted his first  
21 assessment of his team. This highlighted issues with culture,  
22 technology, organization, and vision. Plaintiff indicated that  
23 he was "going to realign around a NetOps (DevOps for networks)  
24 culture that makes the people that build things work the things  
25 they built. NA will start cutting Autonet Cut Sheets, and when  
26 something breaks, they will fix it on the fly. We will check  
27 network changes in a virtualized CI/CD pipeline and reduce the  
28 time to effect change on our network. We will be forming teams

1 around owning a product....” “And everything that product group  
2 needs to be successful will be on that team. SDEs, NEs, NREs,  
3 etc. They will be able to work on that product completely with  
4 no help from anyone. Once we have that in place, we will fully  
5 understand what we are working on, who is working on it, who is  
6 over tasked, and who has spare cycles. We will also understand  
7 whether or not we have the talent we need.”

8 23. Plaintiff, having been repeatedly assured and promised  
9 that he had the authority to make these types of changes,  
10 expected Mr. Grayson to grant Plaintiff ownership of the problem  
11 and support Plaintiff in his mission. However, as Plaintiff  
12 began to roll out these changes, he immediately encountered  
13 resistance from the entrenched toxic individuals on the team.  
14 Personnel such as Mr. Wayne Tucker, Mr. Lukasz Sulek, Mr. Dip  
15 Singh, and Mr. Edward Crabbe complained to fellow Vice President  
16 Vithal Shirodkar (later promoted to Senior Vice President), after  
17 which Mr. Shirodkar sent an email on May 8, 2020 to Mr. Grayson  
18 stating: “I heard that many of your top network engineers are  
19 not happy with Peyton and are considering other opportunities.  
20 I spoke with one of them who wanted a job in my team yesterday.  
21 I will say no to anyone who comes my way from your team. But  
22 this sounds like a crisis you need to immediately address. Let  
23 me know how I can help.” This felt like a betrayal because  
24 Plaintiff thought everyone was on board with his mission.

25 24. Mr. Shirodkar also made a statement on a candidate  
26 that had accepted an offer from OCI that bordered on slander,  
27 stating, “I also heard that you are planning on hiring Jason  
28 Forrester. You might want to involve legal to dig into his

1 background. Word on the street is that he had issues when  
2 he was CEO at SnapRoute.” This statement was unexpected and  
3 inappropriate, in that Mr. Shirodkar had no actual knowledge of  
4 any events at SnapRoute, and Oracle legal had already cleared Mr.  
5 Forrester. It can be seen as a preemptive move to marginalize  
6 and discredit a potential OCI employee whom Plaintiff wanted to  
7 hire. This also speaks to the fact that Mr. Shirodkar did not  
8 uphold one of the Key Values of OCI: “Give Trust, Earn Trust.”  
9 He did not reach out to Plaintiff to talk about the concerns of  
10 the Engineers, nor did he provide any details. He simply issued  
11 a veiled warning and did not take ownership as a leader to help  
12 other leaders understand the issues. And it is of concerning  
13 note that a Vice President, who would later be promoted to Senior  
14 Vice President, would pass around “word on the street” instead of  
15 finding out what actually happened from persons who had personal  
16 knowledge.

17 25. After reviewing the actions and perceptions around  
18 this email, Plaintiff ultimately determined that the engineers  
19 in question did not actually want an open and inclusive  
20 environment in which to work, and did not believe that OCI needed  
21 to transition to a Webscale company. They wanted to maintain  
22 the status quo, apparently because it empowered them without  
23 the requisite personal responsibility to further the goals  
24 of the organization. Due to Mr. Grayson and Mr. Shirodkar’s  
25 relationship, this started a cycle where Mr. Shirodkar became  
26 more and more critical of Plaintiff and more and more intrusive  
27 into Plaintiff’s organization to protect engineers that he  
28 personally liked or that he was associated with.

1           26. Mr. Shirodkar actively began getting copies of  
2 documents that were still in draft and initiating conversations  
3 when they were not ready, apparently in order to impede Plaintiff  
4 from delivering on projects for OCI. This included Network  
5 Automation, building a Backbone that could help deliver more  
6 capacity to OCI Data Centers, and a discussion called Whitebox.  
7 In the Whitebox discussion, for example, Mr. Shirodkar  
8 continuously made misleading statements that OCI would need 100+  
9 engineers working on it to provide value, and that the prices of  
10 the switches could not get any lower anyway. Both of these are  
11 false in that many companies use Open Network Operating Systems  
12 (NOS) such as Cumulus Linux, SONiC, SRLinux, and others. Mr.  
13 Shirodkar had limited the conversation to using one NOS from a  
14 company called Arccus, which could not reach the requirements of  
15 a production switch. In one Slack message, Mr. Shirodkar stated  
16 that Plaintiff should, “qualify Arccus, never use them,” if he  
17 needed a second source NOS. This was strange in that it is an  
18 industry best practice to have a second source for all network  
19 equipment in case the primary source cannot meet demand, or their  
20 code has an issue that they cannot fix, or if they don’t support  
21 needed technologies.

22           27. In one such case, Arista did not support the optics  
23 that were needed to onboard a customer, but Juniper switches  
24 did. Instead of just qualifying the Juniper devices, which was  
25 the engineering team’s recommendation, Mr. Shirodkar went out  
26 of his way to call Arista management and induce them to support  
27 the needed optics. Even with this motivation, Arista would not  
28 be able to deliver the code on time, but Mr. Shirodkar insisted

1 that OCI use them. However, he then held the Physical Networking  
2 team accountable for delaying the onboarding of the customer in  
3 question, Telesis. All of this seemed extremely strange, and  
4 Plaintiff reached out to Mr. Grayson asking: "What is Vithal's  
5 angle? He has "warned" me several times not to move away from  
6 Arista. Is there something I should know?" Mr. Grayson replied:  
7 "He built it for Amazon and is convinced it doesn't work."  
8 However, several people approached Plaintiff and the "word on the  
9 street" was that Mr. Shirodkar has an inappropriate financial  
10 arrangement with Arista that incentivizes him to keep Arista as  
11 the only vendor for switching equipment. This is believed to be  
12 illegal in that it would breach Mr. Shirodkhar's fiduciary duty  
13 to Oracle if he granted private preference to Arista over a more  
14 qualified and suitable product.

15 28. This and other intrusive behavior by Mr. Shirodkar  
16 empowered certain engineers to go so far as to endanger the  
17 onboarding of Zoom by claiming that OCI Data Centers IAD and  
18 PHX did not have enough capacity. One went so far as to hide  
19 relevant data on how much capacity was available in these Data  
20 Centers. Plaintiff had to audit all the data to validate  
21 that there was more than enough capacity to onboard Zoom as  
22 a customer. Because he did this, and due to the empowerment  
23 conveyed by Mr. Shirodkar, the toxic group of engineers began  
24 making unfounded accusations against Plaintiff.

25 29. Plaintiff began being accused of making broad  
26 statements without data, submitting documents without integrating  
27 team feedback or reviews, and providing solutions versus  
28 presenting the business problem for the teams to solve. Some even

1 made the statement that “those who disagree with the architecture  
2 feel like they are excluded from further discussions.” However,  
3 even though this was demonstrably false, Mr. Grayson began saying  
4 this over and over again to build a false narrative and create a  
5 false record, and this eroded Plaintiff’s trust in Mr. Grayson.

6 30. Of particular note, Plaintiff had been working without  
7 two Senior Directors, and a Director for months due to the  
8 hiring freeze. This absence, and the onboarding of Zoom during  
9 COVID, made it so that Plaintiff had to participate in technical  
10 conversations that he usually would not have participated in, and  
11 write documents that Mr. Grayson demanded of him without allowing  
12 for engineering input. Mr. Grayson made Plaintiff do this when  
13 Plaintiff wanted to wait on the Engineers for input and to gain  
14 their buy-in; Mr. Grayson told Plaintiff to “just write the doc.”  
15 Plaintiff has witnesses that heard Mr. Grayson directing him to  
16 do this as both Mr. Patchett and Mr. Khanna have stated that they  
17 heard Mr. Grayson ask Plaintiff to go around the engineers to  
18 write documents. Plaintiff has around 473 documents that include  
19 Mr. Grayson’s comments showing that he actively participated in  
20 building these documents, and of course emails to confirm. They  
21 also show that Mr. Grayson actively insulted people, changed  
22 dates to impress Mr. Magouyrk even though the team had told him  
23 these dates were unreachable, and then would tell the team they  
24 were failing when they could not meet those dates.

25 31. As Plaintiff rolled out his changes to the  
26 organization, large portions of the organization had come out,  
27 publicly and in private, praising the way Plaintiff had set up  
28 the team and building an open ecosystem that allowed the whole

1 Organization to participate, not just (as stated by several  
2 engineers) the “Seattle Mafia.” Despite this, it seemed that Mr.  
3 Grayson was only receptive to input from a few personnel, instead  
4 of listening and talking to the whole team. Plaintiff grew  
5 concerned that the people Mr. Grayson was listening to were the  
6 same people that Mr. Grayson himself had previously identified  
7 as bad actors and had asked Plaintiff to fire. Mr. Grayson  
8 apparently changed his mind about firing these individuals  
9 because he was now using their input to create a negative image  
10 of Plaintiff.

11 32. Mr. Grayson also added responsibilities to Plaintiff’s  
12 workload that were inappropriate and likely in violation of  
13 Oracle employment policies. For example, Mr. Grayson directed  
14 Plaintiff to come up with a plan to modernize Oracle’s corporate  
15 network infrastructure managed by the OIT group and manage the  
16 Zoom relationship. Plaintiff pushed back on these requests in  
17 that there was a complete account team in place that was managing  
18 Zoom, and even though Plaintiff had just performed a complete  
19 overhaul at Whole Foods, he felt that he needed to focus on  
20 the culture of his team and the transformation of his current  
21 organization from an Enterprise organization to a Webscale one.  
22 Despite this, Mr. Grayson demanded that Plaintiff undertake these  
23 responsibilities, even writing “Expect all the OIT NW team coming  
24 to you.” But Mr. Grayson would not actually give Plaintiff the  
25 tools he needed to accomplish the mission, in that Mr. Grayson  
26 would not allow Plaintiff to work directly with the OIT personnel  
27 who would be reporting to him.

28 //

1                   **Toxicity Continues Despite Plaintiff's Efforts**

2           33. Over the next few months in 2020, Plaintiff began  
3 to understand the actual source of the toxicity at OCI. He  
4 witnessed several disturbing events, including Mr. Magouyrk  
5 telling Tushar Jain his actions were "f----- stupid" in front  
6 of all the senior leaders at OCI. Plaintiff also witnessed  
7 Mr. Grayson, while drinking alcohol on a Zoom call with all  
8 of Plaintiff's Organization, saying the OIT/GIT organization  
9 "sucked," and they, "have no idea what they are doing." This was  
10 on a recorded Zoom call.

11           34. Mr. Magouyrk also picked on Ken Patchett. Mr. Magouyrk  
12 insulted Mr. Patchett several times in the Executive Operations  
13 meetings without cause. In one instance Mr. Magouyrk told Mr.  
14 Patchett what he was working on, electrical fault domains in data  
15 centers, or EZZ's, was "dumb," and told him to "shut up," and he  
16 did not want his engineers working on this. However, this was  
17 further developed by Mr. Patchett, and he and Mr. Pradeep Vincent  
18 saw the merit in this. In fact, Mr. Vincent filed a patent based  
19 on the ingenuity and creativity of this, ultimately adding Mr.  
20 Patchett to the Patent application.

21           35. Mr. Magouyrk was also very toxic in email,  
22 telling people, "I'm tired of this attitude and I find it  
23 counterproductive," and telling them that "I think you should go  
24 decide if you want to work together on this or be combative. Let  
25 me know." The attitude of Mr. McGugan, SVP and GM of CX Service,  
26 is also of note, as it indicates that this toxic environment was  
27 spread throughout Oracle.

28           36. In another instance in a meeting with Mr. Magouyrk, Mr.

1 Grayson, and Plaintiff, Mr. Magouyrk demanded that Mr. Grayson  
2 fire Mr. Martin Machacek, an Individual Contributor 6 in Network  
3 Software. Mr. Magouyrk was unimpressed by Mr. Machaceks' work,  
4 stating that Autonet (the product Mr. Machacek had built) was a  
5 "piece of s---." Mr. Grayson said he would fire the employee,  
6 but then Mr. Magouyrk clarified: "you can't just fire him, but  
7 you can have him carry rocks until he quits." Soon after this,  
8 Mr. Machacek was transferred to Plaintiff and Mr. Grayson sent  
9 Plaintiff a text message stating, "How quick can Martin go?"  
10 While Plaintiff supported a complete overhaul of the Network  
11 Automation stack that Physical Network used, and believed that  
12 Mr. Machacek was not providing value, he felt that this passive  
13 aggressive behavior was inappropriate and a perfect example of  
14 the toxic culture that Mr. Grayson had asked Plaintiff to change.  
15 So Plaintiff reached out to his Human Resources Business Partner,  
16 Ms. Christina Tucker, and brokered a meeting with Mr. Grayson to  
17 figure out how to handle this situation. Ms. Tucker asked for  
18 any coaching or documentation that could show that Mr. Machacek  
19 was underperforming. As Mr. Machacek reported to Mr. Grayson,  
20 Plaintiff had not been collecting this information. Ms. Tucker  
21 stated that "we could just fire him." It was agreed that Mr.  
22 Machacek should be transferred back to Mr. Grayson and he should  
23 do this. These steps did not take place until much later.  
24 This event is also of note in that Plaintiff had been pushing for  
25 a complete overhaul of the Network Automation stack, but several  
26 people, including Mr. Wayne Tucker, Mr. Ryan Gaffney, Mr. Crabbe,  
27 and Mr. Shirodkar had all stated that this was not needed, and  
28 they managed to block Plaintiff from executing this vital step.

1                                   **The Sham Counseling/Performance Feedback**

2           37. Despite these examples-- which are just a *sampling* of  
3 the gross displays of toxicity and impediments to Plaintiff's  
4 ability to do the work he had been hired to do-- Plaintiff worked  
5 tirelessly to deliver on Mr. Grayson's expectations, delivering  
6 network capacity for Zoom, delivering a plan for the corporate  
7 OIT network, and to transform his organization and the culture.  
8 Plaintiff was continuously met with obstruction by the toxic  
9 group of engineers and some managers that did not want to see this  
10 transition. The only remedy offered to Plaintiff by Mr. Grayson  
11 was to "fire them and get someone else." But when Plaintiff did  
12 try to remove engineers from projects and hire or install more  
13 experienced and positive personnel, those efforts were blocked  
14 by Mr. Shirodkar. Mr. Grayson would explain that he "talked  
15 to Vithal" and we shouldn't do "this" because the engineers in  
16 question were "well-liked."

17           38. It is of note that Mr. Grayson was in the Navy for over  
18 twenty years, however, he has only worked in the technology field  
19 for less than five years. A large portion of that was managing  
20 a low voltage wiring team at Facebook, then six months at AWS,  
21 and the remainder of that time has been at OCI. Mr. Grayson  
22 did not have the technical background or experience to lead the  
23 group he was in charge of at OCI. He had also previously been  
24 in charge of networking, but was removed due to issues with legal  
25 and Amazon Web Services, only to be reinstated after a certain  
26 time. Mr. Grayson's ability to hold engineers, Mr. Shirodkar,  
27 and Mr. Magouyrk accountable for technical statements; to be  
28 a good partner to Mr. Magouyrk by helping everyone understand

1 complex problems; or even to be able to understand how his  
2 organization should function; was severely limited. He was  
3 also not liked or respected by the organization. In Mr. Yurie  
4 Rich's exit interview with Plaintiff, Mr. Rich explained that he  
5 was leaving because "Tony has no idea what he is doing." This  
6 sentiment would later be confirmed by many other members of the  
7 OCI organization.

8 39. It is also of note that Mr. Shirodkar had been the  
9 leader of Physical Networking and had been the hiring manager  
10 that Plaintiff initially refused when interviewing in November  
11 2016. Mr. Shirodkhar had to be removed from Physical Networking  
12 due to, in Mr. Magouyrk's words: "an open rebellion by the whole  
13 team." It is also important to note that Mr. Shirodkar had never  
14 managed a Network Engineering and Operations team before. He had  
15 written software for network devices at Cisco, and facilitated  
16 the development of Network software at Amazon, mainly through  
17 the purchase of the Cumulus network software. But Mr. Shirodkar  
18 had never run a Network Engineering and Operations team and  
19 was unaware of the complexities and embedded costs that these  
20 organizations and networks create. Mr. Matt Ryanczak, who worked  
21 for Mr. Shirodkar when he did run the Networking organization  
22 before his removal, stated that Mr. Ryanczak had many "knock-  
23 down, drag-out fights with [Mr. Shirodkar.]"

24 40. Due to the increased pressure by the toxic groups in  
25 Plaintiff's org, and pressure from Mr. Crabbe and Mr. Shirodkar,  
26 Plaintiff's HRBP Christina Tucker suggested a "New Leadership  
27 Integration" (NLI) session with Plaintiff and his leadership  
28 team. Being the open and transparent leader that he is,

1 Plaintiff agreed to this session. Before the NLI, Mr. Grayson  
2 stopped talking to Plaintiff. His lack of communication seemed  
3 abnormal to Plaintiff. Due to this, Plaintiff reached out to  
4 Mr. Sanjeev Khanna to get advice and explain the situation. Mr.  
5 Khanna responded that he thought he was the only one Mr. Grayson  
6 was shunning. Plaintiff and Mr. Khanna decided to reach out to  
7 Mr. Patchett and try to understand what was going on in the org.  
8 They all met and compared their interactions with Mr. Grayson.  
9 They found that Mr. Grayson had been playing them against each  
10 other. Mr. Grayson had been telling Mr. Khanna that Mr. Patchett  
11 and Plaintiff “sucked” at doc writing, and he had told the same  
12 thing to Mr. Patchett and Plaintiff about their peers. He had  
13 even told Mr. Patchett that he would have to fire Plaintiff after  
14 his NLI.

15 41. Despite Mr. Grayson’s manipulative backstabbing, all  
16 three of these individuals worked together to proactively and  
17 positively help Mr. Grayson while working together to coordinate  
18 work across their teams in order to make sure the organization  
19 and Mr. Grayson were successful. They maintained a high level  
20 of communication and transparency. Through the process of  
21 coordinating each other’s efforts, Plaintiff, Mr. Patchett, and  
22 Mr. Khanna found many situations where Mr. Grayson was lying to  
23 them, misrepresenting facts, planning to take away portions of  
24 the organization from them, or worse.

25 42. In any case, the NLI session was originally scheduled  
26 for August 4, 2020 so that it could include two new hires that  
27 Plaintiff had brought to the Organization-- Mr. Sudip Ghosal  
28 and Mr. Jeffrey Papen. However, the date of the NLI was moved

1 forward to July 21, 2020 over Plaintiff's objection. This date  
2 change was explained to Plaintiff as being due to the fact that  
3 Ms. Tucker was leaving Mr. Grayson's org, but it was later  
4 learned that Mr. Grayson was encouraged to use this session to  
5 establish that there was enough resistance to Plaintiff's vision  
6 and work style that he could be fired, and Mr. Grayson wanted to  
7 do this before Mr. Ghosal and Mr. Papen joined OCI.

8 43. The results of the NLI were quite different from  
9 what Mr. Grayson, and the people that were lobbying him to fire  
10 Plaintiff, had expected. Mr. Grayson was named as the *number one*  
11 *threat* to the Physical Networking organization's growth (section  
12 12), primarily due to:

13 a. Mr. Grayson blindly trusting engineer feedback about  
14 Plaintiff.

15 b. Mr. Grayson encouraging or permitting communications  
16 breakdowns.

17 c. Mr. Grayson's lack of technical knowledge.

18 d. Mr. Grayson placing blame inappropriately.

19 e. Mr. Grayson's lack of trust and intolerance for taking  
20 risks and making mistakes.

21 f. The engagement and promoting of Networking to other  
22 orgs was an issue with Mr. Grayson as well. There were never any  
23 challenges or actions that came out of OCI Ops org. The team did  
24 not feel supported.

25 g. High level attrition would lead to maturity regression  
26 from an Ops perspective prior to being able to regain velocity.

27 44. The NLI session confirmed that Plaintiff's approach  
28 was accepted by the team, and that he was operating in an open

1 and fair fashion. It also confirmed the impression that Mr.  
2 Rich had given Plaintiff in Mr. Rich's exit interview. Despite  
3 this, Plaintiff went *above and beyond* to continue to provide more  
4 transparency to the organization, greater ability for engineers  
5 to contribute, and more definition on what they needed to do  
6 to be successful. Plaintiff told Mr. Grayson that he would not  
7 submit documents without engineer approval, he would not commit  
8 to dates that the engineers had told him were unattainable, and  
9 he would not hold his team accountable for missing dates that  
10 they had not committed to, due to Mr. Grayson changing dates to  
11 impress Mr. Magouyrk and then chastising the team when they could  
12 not make those dates.

13 45. Despite the NLI showing that Mr. Grayson was the  
14 problem, and not Plaintiff, in one subsequent Slack message Mr.  
15 Grayson stated "Circuits are a dumpster fire" because circuits  
16 were not delivered on time to meet the date expectations, which  
17 Mr. Grayson had changed and which were impossible to comply with.

18 46. Given this regression in behavior, Plaintiff directed  
19 his organization to "stop being overly aggressive. We know the  
20 things that can happen when delivering circuits, and I would  
21 rather forecast a date that we are 80% certain of versus 20%  
22 certain of. We have delivered above and beyond traditional  
23 industry pace through this whole Zoom engagement, but we know  
24 we can't do that forever. We need to start giving dates that  
25 are more realistic and pull in when possible. These latest  
26 deployments in PHX, India, and Japan are [a] perfect example of  
27 how this aggressive methodology can come back to haunt us." The  
28 reaction from the team was extremely positive, however, they did

1 not believe that Mr. Grayson would not continue to change dates  
2 that were presented to leadership and then made the organization  
3 look bad.

4 47. A few weeks after the NLI, Mr. Grayson resurrected  
5 the same complaints against Plaintiff that had led to the NLI,  
6 threatening Plaintiff that he was “a few weeks from having to  
7 make a change.” Plaintiff went through all the data with Mr.  
8 Grayson to show him that the supposed complaints about Plaintiff  
9 were without merit. Mr. Grayson eventually admitted that he was  
10 wrong, stating, “you are right” and “you have my full support.”

11 48. Despite this, Mr. Grayson worked behind Plaintiff’s  
12 back with HRBPs Christina Tucker and Kristen Lukenbill to  
13 construct an email that reasserted these false complaints against  
14 Plaintiff. This was an attempt to build a false narrative and  
15 false record that might give Mr. Grayson the ability to fire  
16 Plaintiff without sufficient reason. This was the third time Mr.  
17 Grayson had brought a perception issue to Plaintiff: once before  
18 the NLI session; the Monday before the email was sent; and in the  
19 email itself. The conversations on this topic do not mirror the  
20 email. Plaintiff had shown Mr. Grayson this data every time,  
21 which Mr. Grayson always seemed to come around to. But then Mr.  
22 Grayson always came back to Plaintiff with the same statements:  
23 the team’s perceptions related to the culture of the org,  
24 Plaintiff’s agreed-upon role as an architect, and the lack of  
25 inclusiveness were all wrong. The email was a complete reversal  
26 from multiple conversations with Mr. Grayson as well as the basic  
27 purpose of the agreement to hire Plaintiff. Plaintiff responded  
28 with all the facts and reiterated the fact that Mr. Grayson had

1 previously stated he was wrong about these issues. Plaintiff  
2 believes that Mr. Grayson was coerced by Mr. Shirodkar and the  
3 toxic engineers in his team to continue the false narrative about  
4 Plaintiff despite the true facts.

5 49. In a follow-on 1:1 meeting with Ms. Lukenbill present,  
6 Mr. Grayson admitted to threatening Plaintiff's job, but also  
7 tried to say that he was not threatening it anymore because it  
8 was not in the email. Coincidentally, immediately after this  
9 session, Ms. Anikeeva informed Plaintiff that Mr. Shirodkar would  
10 no longer work or meet with Plaintiff.

11 50. Mr. Patchett, Mr. Khanna, and Plaintiff continued to  
12 work together and collect information to make the organization  
13 successful. Through this collaboration, they began to find  
14 information that Mr. Grayson had been secretly planning large  
15 changes to their organizations without working with them. Mr.  
16 Grayson admitted to Mr. Patchett that this was because they could  
17 not write successful documents that impressed Mr. Magouyrk, and  
18 that these changes could "buy us a few more months."

19 51. Upon hearing this, Mr. Patchett informed Mr. Khanna  
20 and Plaintiff. They all agreed that Mr. Grayson was actively  
21 creating a culture of fear, toxicity, and hostility. They came  
22 to the determination that they had to reach out to HR to make  
23 them aware of this. They did this as a last resort and had  
24 worked very hard to avoid this, but they now believed this was  
25 unavoidable. On August 30, 2020, the complaint was sent to HR.  
26 An investigator, Ms. Melissa Nichols, was assigned to work the  
27 investigation. A key part of this complaint was that HR had  
28 actively been shielding Mr. Grayson and other senior leadership.

1 The complaint states, in pertinent part: “We have also been  
2 told by our direct reports that they are afraid of going to  
3 HR to report these problems because there is a perception that  
4 HR is protecting Tony. They cite instances where people have  
5 approached HR and no action was taken and then the person that  
6 reported the problem was excluded or had responsibilities  
7 taken away. While we have told our team members that we don’t  
8 believe this is the case, we want to make you aware that this  
9 is the perception of a large part of Tony’s organization and is  
10 contributing to the culture of fear in Tony’s org. We can also  
11 say that when some of us have individually gone to our HRBP and  
12 brought up these issues, Tony would later come to us and say, ‘I  
13 know you are all talking.’ We, of course, are talking. We run  
14 organizations that are all completely dependent on each other to  
15 be successful. When Tony says ‘I know you are all talking,’ it  
16 comes off more as a questioning/warning than encouragement for us  
17 to work together, which is why we are asking for your help.”

18 52. These observations were later proved to be true. Mr.  
19 Patchett, Mr. Khanna, and Plaintiff were told by Ms. Lukenbill  
20 that until the investigation was done, it would be confidential  
21 and that not even Mr. Magouyrk would be aware of it. However,  
22 Mr. Grayson’s attitude immediately changed. He started to  
23 put in place meetings to talk about culture and toxicity. He  
24 started to pretend to support Plaintiff’s efforts to transform  
25 his organization. Ms. Lukenbill later informed Mr. Patchett,  
26 Mr. Khanna, and Plaintiff that Mr. Magouyrk was immediately made  
27 aware of the investigation due to the “seriousness of content  
28 of the letter.” Mr. Magouyrk had also been actively coaching

1 Mr. Grayson how to successfully avoid getting in trouble. It  
2 was also revealed by Ms. Nichols that she intentionally did not  
3 contact all the personnel that Mr. Patchett, Mr. Khanna, and  
4 Plaintiff had identified that could corroborate the information  
5 in the letter, nor did she investigate all the claims, stating  
6 that it was too hard for her to understand and that she didn't  
7 have enough time. The investigation took over two months,  
8 completing on November 4, 2020.

9 53. One issue Ms. Nichols did not investigate despite  
10 a clear basis to do so was the fact that Mr. Grayson had  
11 potentially created a *quid pro quo* situation with vendors that  
12 would be illegal or that would cause legal problems with Oracle's  
13 government contracting business and associated certifications.  
14 In one instance with Cisco, "[Mr. Grayson] did this so much  
15 that it derailed a large portion of the meeting, and the  
16 Cisco sales team had to finally tell him that the Webex team  
17 is a completely different business unit and they had no input  
18 into what deployment decisions they would make. This clearly  
19 illustrates that Tony does not understand how these companies  
20 work. This could also be perceived as an unethical quid pro  
21 quo by Cisco in that there is an offer that we will buy your  
22 equipment if you deploy Webex on OCI putting OCI in potential  
23 legal jeopardy. People with industry knowledge know this is  
24 improper, but since Tony does not have this experience, he is  
25 unaware of this." Ms. Nichols was in receipt of the email  
26 confirming this happened and did not investigate it. This  
27 clearly demonstrates the Oracle HR team worked to actively shield  
28 certain individuals even though they had violated their own code

1 of conduct and probably the law, and only performed a cursory/  
2 sham investigation that aligned with directives from senior  
3 leadership to protect Mr. Grayson.

4 54. More importantly, although not in the written report,  
5 both Ms. Nichols and Ms. Lukenbill stated that the environment  
6 was toxic and hostile, but that Mr. Grayson was not the source of  
7 the problem. Ms. Nichols indicated that Mr. Grayson was probably  
8 just emulating other senior leaders, and Ms. Lukenbill used the  
9 phrase “monkey see, monkey do.” It is interesting that Oracle  
10 took no further action on Mr. Grayson even though they recognized  
11 his enabling of toxicity.

12 55. It is also of note that Ms. Lukenbill, who was  
13 Plaintiff’s new HRBP, praised Plaintiff for the work he had  
14 done to create such a positive and transparent environment for  
15 his employees, and all of the work he had done to make the  
16 environment more positive and welcoming for everyone. She also  
17 warned him that this was unique in all of Oracle, and that they  
18 had to develop a strategy for situations in which the team had to  
19 work with outside groups because the Physical Networking team may  
20 not be used to the more “aggressive” parts of the company.

21 56. During the months prior, Mr. Crabbe had given his  
22 resignation but then talked to Mr. Grayson and decided to stay  
23 on at OCI. Mr. Grayson would not reveal what he had said to Mr.  
24 Crabbe to make him stay. Several people approached Plaintiff  
25 stating that Mr. Crabbe had been promised by Mr. Grayson and Mr.  
26 Shirodkar that Plaintiff would be fired, and that is the reason  
27 Mr. Crabbe stayed. When asked by Mr. Patchett, Mr. Khanna, and  
28 Plaintiff about Mr. Crabbe’s reason for staying, and how Mr.

1 Grayson expected him to stop being so toxic, Mr. Grayson stated  
2 (in front of Ms. Lukenbill) that he, again, would not reveal why  
3 he stayed, and that Mr. Crabbe was receiving “coaching.” This  
4 seemed very odd to every one of Mr. Grayson’s direct reports,  
5 especially after promising Plaintiff early on that Mr. Crabbe  
6 would “rage quit” due to Mr. Grayson’s passive aggressive effort  
7 to get him to leave. Mr. Grayson refuted the idea that Mr.  
8 Crabbe stayed because he was promised Plaintiff would be fired,  
9 but again would not reveal why he stayed.

10 **Buildup to Termination**

11 57. Plaintiff’s direct reports, including Jeffrey Papen  
12 and Sudip Ghosal, began observing the same toxic behavior in  
13 the company as well. The same allegations that were leveled by  
14 the toxic group of engineers against Plaintiff were now being  
15 made against Mr. Ghosal. Mr. Papen witnessed Mr. Magouyrk’s  
16 inappropriate behavior in multiple meetings, and when he  
17 approached Ms. Lukenbill, she stated that she “likes to go to  
18 as few Clay meetings as possible,” so that she cannot be held  
19 liable for witnessing this type of behavior. Ms. Lukenbill also  
20 reiterated this story to Plaintiff herself.

21 58. Despite all this, Plaintiff worked tirelessly to  
22 improve the culture in his team and evolve the team into a  
23 webscale organization. By every measurable metric, the team was  
24 over-performing; in the 10 months that Plaintiff had been there,  
25 the organization had:

26 a. Increased worldwide Transit capacity from less than  
27 1 Tbps to more than 36 Tbps, landing 360+ 100G circuits and  
28 increasing metro capacity in 15 Regions, allowing worldwide

1 download revenue to increase from \$0 to more than \$50M ACR and  
2 facilitating the onboarding of 56.7K Zoom MMR, with a path to 70+  
3 Tbps for 100K+ Zoom MMR before the end of June 2021.

4 b. Deployed over 9,746 changes since March 1, 2020, while  
5 having only 27 events caused by change (or .277% of all changes),  
6 maintaining one of the lowest percentage of events cause by  
7 change in all of OCI.

8 c. Launched 10 new regions, expanded current regions with  
9 8 new child sites, and would deliver 13 more new regions before  
10 the end of FY21, although some launch dates had been pushed out.

11 d. Launched the first Dedicated Region, NRI, and supported  
12 the launch of the ONSR/Gov initiatives.

13 e. Increased visibility into Gen1 cloud regions to show  
14 that 86% of the time that the network was suspected of causing  
15 an outage, the network was not at fault. They also drove down  
16 identification to under an hour for outages that were based on  
17 network issues.

18 f. Mitigated over 1,500 DDoS events with no customer  
19 impact. Two incidents caused impact in JED and BOM.

20 g. Managed over 1,650 Compliance tasks to help maintain  
21 OCI and Gen1's PCI, IL, Gov, and other certifications.

22 h. Employee satisfaction was up. The Glint survey  
23 proved this. Despite this, Plaintiff continued his push to  
24 make the organization better. He conducted 37 interviews (over  
25 10% of his entire org) to gauge the organization's success and  
26 what it needed in order to do better. Many of the Individual  
27 Contributors were surprised that a Vice President would even talk  
28 to them, and they said it had never happened before. This shows

1 Plaintiff's commitment to do the tasks he was hired to do.

2 59. Plaintiff had also directed his team to work on a  
3 project that would allow Oracle to continue to successfully  
4 support the "Gen1" data centers that supported over \$7B in  
5 revenue for Oracle. They worked with the team members in Mr.  
6 Glenn Beeswanger's team to develop a plan that supported these  
7 networks, as they were not in compliance and technically Oracle  
8 was in breach of many of its contractual obligations to the  
9 customers using these services. The plan, named "Oracle Public  
10 Cloud as a First-Class Citizen," or OPCaaFCC, was developed  
11 in conjunction with all groups reporting to Plaintiff and the  
12 team that included Mr. Eric Barlow and Mr. Rich. This was an  
13 extremely detailed plan that led to a projection of thousands  
14 of hours of work and an additional 58 team members needing to  
15 be hired. This was presented to Mr. Beeswanger's team and they  
16 were in full support. They asked how they could help Plaintiff's  
17 team facilitate the execution of this plan, and the Physical  
18 Networking team asked that Mr. Beeswanger communicate his support  
19 to Mr. Magouyrk. This plan was presented to Mr. Grayson and  
20 he also indicated he would support it. But then, on November  
21 23, 2020, Plaintiff was unexpectedly realigned to report to Mr.  
22 Shirodkar instead of Mr. Grayson.

23 60. In his first 1:1 meeting with Mr. Shirodkar, Plaintiff  
24 was told to continue working BAU (business as usual). This  
25 message was also conveyed to Plaintiff's direct reports. Mr.  
26 Shirodkhar was conveying other messages to the toxic group  
27 of engineers in Plaintiff's organization. Mr. Shirodkar, for  
28 example, specifically reached out directly to Mr. Wayne Tucker to

1 have him stop work on a critical project. Neither Plaintiff nor  
2 his direct reports were aware of this until Mr. Tucker announced  
3 this to the whole organization. This seemed very odd in that it  
4 went against the instructions that the leadership of the Physical  
5 Networking organization had received from Mr. Shirodkar himself.  
6 Mr. Shirodkar also rejected Mr. Amol Mahajani's promotion to  
7 Senior Director, something that Mr. Grayson had approved. This  
8 sudden change in direction and rejection of promotions took the  
9 whole Physical Networking team by surprise.

10 61. In the same 1:1, Mr. Shirodkar also tried to level the  
11 same complaints against Plaintiff that had been disproved time  
12 and time again when presented, falsely, by Mr. Grayson.

13 62. The Physical Networking team was also asked to re-  
14 present the OPCaaFCC citizen plan. Mr. Shirodkar revealed that  
15 Mr. Magouyrk had seen the plan and, "barfed all over it." He  
16 also related that Mr. Magouyrk had received Mr. Beeswanger's  
17 communication supporting the plan and felt that we had "gone  
18 outside the organization" to get support for it. This was odd  
19 in that Mr. Beeswanger's group was the customer of this service  
20 and had only agreed to letting OCI take it over with the express  
21 expectation that it would be managed appropriately. It was also  
22 odd that after a discussion with Mr. Magouyrk, Mr. Beeswanger  
23 wrote, "[Mr. Magouyrk] did express that he was unaware of any  
24 problems with OPC, and specifically the network, so I suspect you  
25 will need to walk him through the current state in order to truly  
26 justify the investment." This is strange in that Mr. Magouyrk  
27 was briefed on this weekly and was fully aware of the issues and  
28 the contractual violations in the OPC network.

1           63. Mr. Shirodkar also tried to sabotage Plaintiff by  
2 directing that the Physical Networking org should not  
3 "...send emails outside of Clay's org without talking to him  
4 first. Didn't like finding out about the SaaS issue." Mr.  
5 Papen asked, "so we should just let OPC burn to the ground?"  
6 To which Mr. Shirodkar responded, "Yes." Plaintiff finally  
7 realized that an unusual question Mr. Shirodkar had asked in the  
8 interview process ("how do you keep secrets?") directly related  
9 to situations like this. That is, Mr. Shirodkar and Mr. Magouyrk  
10 were willing to *deliberately withhold key information from other*  
11 *parts of Oracle*, as well as *Oracle's customers*, that Oracle was  
12 in violation of its contractual obligations and risking losing  
13 *billions of dollars in revenue*.

14           64. The suppression of such information is certainly  
15 illegal under the law of government contracting, including  
16 but not limited to the law of false statements (18 U.S.C. sec.  
17 1001) as well as, potentially, major fraud against the United  
18 States (18 U.S.C. sec. 1031), due to the sheer size and scale of  
19 Oracle's government contracts.

20           65. Of note, OPC has many important customers using that  
21 infrastructure: UBS, GAP, and even Pfizer. All three of these  
22 customers had massive outages due to the age and state of the  
23 equipment, and due to Mr. Shirodkar's team making changes to the  
24 virtual networking systems that made them run. In one instance,  
25 bad equipment caused UBS to fail to close their financial quarter  
26 on time, and UBS had the right to ask for triple SLA penalties  
27 in their contract. In another example, a change to a virtual  
28 networking system stopped GAP from being able to process payments

1 during the holidays-- a critical time for retailers. Finally,  
2 Pfizer was directly impacted when T-Mobile deployed new services  
3 into IAD35. The traffic from T-Mobile's deployment impacted  
4 Pfizer's ability to upload data to the U.S. government to receive  
5 approval for their COVID-19 vaccine. But for the heroic efforts  
6 of the Physical Networking team, this approval would not have  
7 been granted. Even with those Herculean efforts, this incident  
8 did delay Pfizer's approval and could expose Oracle to litigation  
9 from Pfizer, in addition to the impact on actual human lives.

10 66. The fact that Mr. Shirodkar did not care about this  
11 was appalling. He did agree to some work in the OPC data  
12 centers, but not the ones that would have fixed any of the issues  
13 described above. Plaintiff and his team were only permitted  
14 to work on ORD13 and only for PCI compliance reasons, U.S.  
15 Government, and U.K. Government data centers. They were directed  
16 to rebuild the plan to only do that.

17 67. This is also strange because Mr. Magouyrk had told  
18 all engineering leaders to stop developing new features and work  
19 on a project commonly known as "Region in a Day" so that Oracle  
20 could deploy more public and private data centers. However, the  
21 revenue for this was still exceptionally low in comparison to the  
22 \$7B in revenue that was generated by OPC. The only difference  
23 is that Mr. Magouyrk is not responsible for the \$7B in revenue  
24 for OPC-- Mr. Beeswanger's group is. That is why Mr. Magouyrk  
25 and Mr. Shirodkar would put so many resources behind the "Region  
26 in a Day" project, and not on meeting the *existing contractual*  
27 *obligations of supporting OPC regions.*

28 68. Mr. Shirodkar also directed the Physical Networking

1 team to work with Ms. Sammi Merkulov on the transition of OPC  
2 customers into OCI. Ms. Merkulov had informed leadership that  
3 this transition would take 12 months. However, after Plaintiff  
4 worked with her team, she had to restate the timeline to over  
5 three years. Three more years of neglect to these data centers  
6 would have been catastrophic. However, the Physical Networking  
7 team put together the plan as directed. Mr. Shirodkar reviewed  
8 the plan and gave his approval. Despite this, Mr. Shirodkhar had  
9 by then already decided to fire Plaintiff.

10 69. On January 11, 2021, in a scheduled 1:1 at 6 p.m.  
11 Central Time, Mr. Shirodkar told Plaintiff that he was being  
12 terminated. He stated that over the past seven weeks he had been  
13 meeting with Plaintiff's direct reports and "key engineers,"  
14 and that Plaintiff was not meeting the Vice President (M6)  
15 bar. Therefore, Plaintiff's last working day would be January  
16 12, 2021, just 49 days before he was to vest 11,250 Oracle  
17 RSUs. Plaintiff asked why there was no coaching, no Letter of  
18 Expectations, and no Performance Improvement Plan. Mr. Shirodkar  
19 simply stated that Plaintiff was not meeting the bar. When  
20 Plaintiff asked what he could do better, no feedback was given.

21 70. It is notable that for two of the weeks that Plaintiff  
22 reported to Mr. Shirodkar, Mr. Shirodkar was on vacation and  
23 not even actively communicating with Plaintiff. And that Mr.  
24 Shirodkar was pursuing a replacement for Plaintiff even before  
25 Plaintiff reported to him. This hire was announced internally on  
26 January 14, 2021. It is also notable that Mr. Shirodkar would  
27 not make the announcement of Plaintiff's termination to the  
28 Physical Networking organization and expected Plaintiff's former

1 direct reports to do this.

2 71. Plaintiff has been offered four months' severance.  
3 By every measure Plaintiff improved the Physical Networking  
4 organization's performance, delivery, and culture. There is  
5 not a single measurable way that shows he was not meeting the  
6 Vice President (M6) bar. These actions were direct and planned  
7 retaliation that was coordinated by Mr. Magouyrk, Mr. Grayson,  
8 and Mr. Shirodkar, and facilitated by the Oracle HR organization.  
9 Even if Mr. Shirodkar was unaware of the HR complaint made by  
10 Plaintiff, Mr. Patchett, and Mr. Khanna, it was Mr. Magouyrk who  
11 forced the issue of Physical Networking moving to Mr. Shirodkar's  
12 team. Mr. Magouyrk did this knowing that Mr. Shirodkar would  
13 terminate Plaintiff, and Mr. Magouyrk and others used that  
14 knowledge to retaliate against Plaintiff for reporting potential  
15 violations of law internally.

16 72. Plaintiff can already prove that he was fraudulently  
17 enticed to come to Oracle, and that Oracle retaliated against  
18 him for reporting the appalling and at times unlawful behavior  
19 of Mr. Grayson and his colleagues. There are hundreds of  
20 documents, numerous eyewitness accounts, a number of authorized  
21 Zoom recordings, Slack messages, text messages, and emails  
22 that prove all of the above. Incredibly, there are even more  
23 situations that are not described herein that violate Oracle's  
24 Code of Conduct and Ethics. On top of Plaintiff's termination,  
25 Mr. Khanna has lost over 60% of his organization, and now Mr.  
26 Patchett has been fired after being mysteriously investigated  
27 for alleged bribery and for not disclosing his relationship with  
28 ServerDome. All of this occurred *after* the three individuals

1 made the internal complaint against Mr. Grayson. Oracle is  
2 clearly protecting a toxic Senior Vice President at the expense  
3 of Oracle and its customers as well.

#### 4 **Post-Termination Discoveries**

5 73. Following the departure from Oracle, Plaintiff realized  
6 that Oracle was over-subscribed on RSU's because *the company had*  
7 *too many RSU's issued and needed to fire people just before their*  
8 *cliff dates to reclaim those RSU's for new hires.*

9 74. It was only after the departure that Plaintiff pieced  
10 together the various conversations he had during his time with  
11 Oracle that showed key executives' awareness of the problem, and  
12 the fact that Plaintiff was fired just before his cliff date  
13 in order to reclaim the RSU's allocated to him. Those RSU's  
14 were, of course, promised to Plaintiff without the company ever  
15 disclosing that he would never receive them.

#### 16 **FIRST CAUSE OF ACTION**

#### 17 **WRONGFUL TERMINATION**

18 (Stephen Peyton Maynard-Koran individually vs. all Defendants)

19 75. Plaintiff incorporates the above paragraphs by  
20 reference.

21 76. Plaintiff and Defendant had a contract of employment  
22 that was at-will, but that the parties agreed would not be  
23 terminated for arbitrary and capricious reasons, or unlawful  
24 reasons, consist with the law of wrongful termination.

25 77. Despite the agreement, Defendant terminated Plaintiff's  
26 employment for arbitrary and capricious or unlawful reasons,  
27 in violation of the wrongful termination law. Additionally,  
28 Plaintiff's age was a factor in the termination decision, in

1 violation of law.

2 78. Wherefore, Plaintiff prays for special damages  
3 according to proof.

4 **SECOND CAUSE OF ACTION**

5 **RETALIATION/WHISTLEBLOWING**

6 (Stephen Peyton Maynard-Koran individually vs. all Defendants)

7 79. Plaintiff incorporates the above paragraphs by  
8 reference.

9 80. Plaintiff reported behavior internally that he believed  
10 was illegal, or which was otherwise protected whistleblowing  
11 under State and Federal law.

12 81. Defendant fired Plaintiff because he reported the  
13 illegal behavior.

14 82. Wherefore, Plaintiff prays for special damages  
15 according to proof.

16 **THIRD CAUSE OF ACTION**

17 **BREACH OF CONTRACT**

18 (Stephen Peyton Maynard-Koran individually vs. all Defendants)

19 83. Plaintiff incorporates the above paragraphs by  
20 reference.

21 84. Plaintiff and Defendant had a contract, a copy of which  
22 is attached as *Exhibit A*.

23 85. The essential terms are as stated in the contract, with  
24 the additional essential term that the purpose of Plaintiff's job  
25 was to remedy the toxic work environment at OCI.

26 86. Plaintiff has done all, or substantially all, of the  
27 important things required of him under the contract.

28 87. Despite this, Defendant breached the contract by (1)

1 firing Plaintiff and refusing to continue the relationship even  
2 though Plaintiff was meeting or exceeding the M6 bar; (2) not  
3 giving Plaintiff the tools or authority he needed to achieve the  
4 purposes of the agreement; and (3) not giving Plaintiff a full  
5 and fair opportunity to perform in the role.

6 88. Wherefore, Plaintiff prays for special damages  
7 according to proof.

8 **FOURTH CAUSE OF ACTION**

9 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

10 (Stephen Peyton Maynard-Koran derivatively vs. all Defendants)

11 89. Plaintiff incorporates the above paragraphs by  
12 reference.

13 90. There is a covenant of good faith and fair dealing  
14 implied by law in the Oracle employment contract.

15 91. Defendant breached the covenant by (1) firing Plaintiff  
16 and refusing to continue the relationship even though Plaintiff  
17 was meeting or exceeding the M6 bar; (2) not giving Plaintiff  
18 the tools or authority he needed to achieve the purposes of the  
19 agreement; (3) not giving Plaintiff a full and fair opportunity  
20 to perform in the role; and (4) creating sham feedback and  
21 reviews to justify Plaintiff's firing.

22 92. All conditions required for Defendants' performance had  
23 occurred or were excused.

24 93. Defendants unfairly interfered with Plaintiff's right  
25 to receive the benefits of the contract; and Plaintiff was harmed  
26 by Defendants' conduct.

27 94. Wherefore, Plaintiff prays for special damages  
28 according to proof.

1 **FIFTH CAUSE OF ACTION**

2 **FRAUD**

3 (Stephen Peyton Maynard-Koran individually vs. all Defendants)

4 95. Plaintiff incorporates the above paragraphs by  
5 reference.

6 96. Through the foregoing course of wrongful conduct,  
7 Plaintiff was baited and switched into leaving Whole Foods/Amazon  
8 where he was perfectly able to continue. The fraudulent promises  
9 and representations amount to deceit under the law.

10 97. But for the fraudulent representations and promises  
11 herein described, Plaintiff would never have left Whole Foods.

12 98. Wherefore, Plaintiff prays for special damages  
13 according to proof, and punitive damages against Defendant  
14 pursuant to Civil Code sec. 3294.

15 **SIXTH CAUSE OF ACTION**

16 **AGE DISCRIMINATION**

17 (Stephen Peyton Maynard-Koran individually vs. all Defendants)

18 99. Plaintiff incorporates the above paragraphs by  
19 reference.

20 100. Through the foregoing course of wrongful conduct,  
21 Plaintiff was discriminated against because of his age (Plaintiff  
22 is over 40 years old).

23 101. Wherefore, Plaintiff prays for special damages  
24 according to proof, and punitive damages against Defendant  
25 pursuant to Civil Code sec. 3294.

26 **SEVENTH CAUSE OF ACTION**

27 **FRAUD**

28 (Stephen Peyton Maynard-Koran individually vs. all Defendants)



# Exhibit A



500 Oracle Parkway phone +1650.506.7000  
Redwood Shores oracle.com  
California 94065

February 5, 2020

Stephen Peyton Maynard-Koran  
3208 Indigo Waters Dr.  
Austin, TX 78732

Dear Peyton,

We are pleased to offer you the position of VP, Networking with Oracle America, Inc. reporting to Tony Grayson. We are offering you a starting base salary at an annual rate of \$275,000. In addition, you will be eligible to participate in the corporate bonus plan for your position.

In addition, you will be eligible for a \$100,000 sign-on bonus, which will be paid to you in the first payroll period after your start date. You must remain an active employee for eighteen months following your start date to earn and retain this sign-on bonus. If, at any time during this eighteen-month period, your employment relationship is terminated by (a) you for any reason or (b) Oracle for any reason other than a position elimination or reduction in force, you agree to immediately return to Oracle the \$100,000 sign-on bonus. In the event that your employment is terminated by Oracle due to a position elimination or reduction in force, you shall remain eligible to retain this \$100,000 sign-on bonus.

Following your acceptance of this offer and commencement of employment with Oracle or its affiliates, a proposal will be submitted requesting approval to grant you an Oracle Corporation restricted stock unit for 45,000 shares of Oracle Corporation common stock ("RSU") pursuant to the Amended and Restated Oracle Corporation 2000 Long-Term Equity Incentive Plan (the "Plan"). If approved, any RSU award will be issued pursuant to the Plan under a written agreement and will be subject to qualification under all applicable securities regulations. As long as you remain continuously employed by Oracle or its affiliates, you will receive 25% of the RSU shares per year, beginning one year after the RSU grant date, subject to the terms of the written RSU agreement and your compliance with Oracle Corporation's Insider Trading Policy. You should consult your personal tax advisor if you have tax questions regarding your RSU.

You are also eligible to participate in Oracle's RSU Deferral Program. Please review the enclosures for more information about this RSU Deferral Program and why it may be beneficial to you. After you have reviewed this information, please indicate whether you want to participate in the RSU Deferral Program and make any necessary elections by completing the ORACLE OFFER LETTER RSU DEFERRAL APPENDIX to this offer letter.

This offer of employment is contingent upon your satisfactory completion in Oracle's pre-employment background screening process, which will include education and employment verification as well as a criminal records search.

To accept this offer, please sign and submit the Employment Agreement and Mutual Agreement to Arbitrate, Proprietary Information Agreement and any additional new hire documents electronically via DocuSign.

If you have any questions regarding the conditions of your offer, please do not hesitate to contact Jeff Hibbert at 206-399-3022. This offer remains open until February 12, 2020.

Everyone looks forward to having you join Oracle and being a valued member of the Oracle management team.

Sincerely,

A handwritten signature in black ink, appearing to read "Joyce E. Westerdahl". The signature is fluid and cursive, with the first name being the most prominent.

Joyce E. Westerdahl  
Executive Vice President, Human Resources

Enclosure: New Employee Packet

AGREED AND ACKNOWLEDGED:

Stephen Peyton Maynard-Koran

Date: \_\_\_\_\_

## ORACLE RSU DEFERRAL LETTER

You are also eligible to participate in Oracle's RSU Deferral Program. Please review the enclosures for more information about this RSU Deferral Program and why it may be beneficial to you. After you have reviewed this information, please indicate whether you want to participate in the RSU Deferral Program and make any necessary elections by completing the below section of this form which appears above the signature line. **You must complete this form before you start work at Oracle. The deadline to elect to participate in this RSU Deferral Program is the day before your employment commencement date at Oracle.**

If you wish to participate in the RSU Deferral Program, you will need to make two elections related to when and how you wish to receive your RSU shares:

1. When do you want to receive the RSU shares? You can elect to defer the receipt of your RSU shares until:
  - a. The date you separate or are terminated from Oracle; or
  - b. 5 years after the grant date or separation of service from Oracle, whichever comes first; or
  - c. 10 years after the grant date or separation of service from Oracle, whichever comes first.

If your distribution of shares is to begin upon separation or termination, the actual distribution will not be made until the second or third calendar quarter following the calendar quarter in which your separation or termination occurs. Please see the attached plan document for additional information about the timing of the distribution of shares.

2. How do you want to receive the RSU shares? You can elect to receive the RSU shares in one of the following forms:
  - a. A lump sum payment; or
  - b. Quarterly payments for 5 years; or
  - c. Quarterly payments for 10 years.

## RSU DEFERRAL PROGRAM

	I, _____, do not want to participate in the RSU Deferral Program.
	I, _____, want to participate in the RSU Deferral Program. The following are my elections for when and how I want to receive my RSU shares after they vest. I confirm that my choice is irrevocable and is made freely and voluntarily. I confirm that my deferral elections are subject to the terms and restrictions of the Oracle Corporation Stock Unit Award Deferred Compensation Plan (the "Plan"), and I have received and reviewed the Plan, the Prospectus for the Plan and the related FAQ, prior to making this irrevocable election.

1. When do I want to receive my RSU shares?

	The date I separate or am terminated; or
	5 years after the grant date or my separation of service, whichever comes first; or
	10 years after the grant date or my separation of service, whichever comes first.

If your distribution of shares is to begin upon separation or termination, the actual distribution will not be made until the second or third calendar quarter following the calendar quarter in which your separation or termination occurs. Please see the attached plan document for additional information about the timing of the distribution of shares.

2. How do I want to receive my RSU shares?

	A lump sum payment; or
	Quarterly payments for 5 years; or
	Quarterly payments for 10 years.

\_\_\_\_\_  
**Candidate Signature**

\_\_\_\_\_  
**Candidate First and Last Name**

\_\_\_\_\_  
**Date**

**If you wish to participate, the RSU Deferral Form must be completed at a minimum of one day prior to your start date.**

## **Personal Information Packet Contents**

- 1. Employment Agreement & Mutual Agreement to Arbitrate**
- 2. Proprietary Information Agreement**
- 3. Personal Information Form & Emergency Contact Form**
- 4. Employee Eligibility Questionnaire**
- 5. Employee Self-Identification Form**
- 6. Voluntary Self-Identification of Disability**
- 7. Pre-Offer Invitation to Self-Identify for Protected Veterans**
- 8. Form I-9 Employment Eligibility Verification**

# Employment Agreement & Mutual Agreement to Arbitrate

Please read this Agreement carefully before you agree to its terms by signing or electronically accepting it as described below. You may wish to consult an attorney prior to accepting the Agreement. The Agreement sets forth certain important benefits, terms and conditions related to your employment with Oracle. It also sets forth the mutual agreement between you and Oracle to arbitrate any dispute or claim arising out of or related to your Oracle employment and to waive all rights to a trial or hearing before a court or jury, except as provided below.

## Proprietary Information

Oracle's proprietary rights and confidential information are among the company's most important assets. In addition to accepting this Agreement as a condition of employment, you also must accept the Proprietary Information Agreement included in the New Hire Offer Packet.

## Oracle Policies

Your adherence to the [Oracle Code of Ethics and Business Conduct](http://www.oracle.com/us/corporate/investor-relations/cebc-176732.pdf), available for your review at <http://www.oracle.com/us/corporate/investor-relations/cebc-176732.pdf>, is vital to Oracle and to your success at Oracle. When you accept this Agreement, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and you are agreeing to abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. In addition, when you accept this Agreement, you are acknowledging that you have read the letter addressing Health and Safety at Oracle included in the Benefits and Policies Packet. Oracle maintains a [Global Conflict of Interest Policy](http://www.oracle.com/us/corporate/investor-relations/coip-176735.pdf), available at <http://www.oracle.com/us/corporate/investor-relations/coip-176735.pdf>. You should review the policy and disclose any potential conflicts to Oracle for review prior to the start of your employment. Oracle also maintains an Internal Privacy Policy, which describes Oracle's privacy practices for employment-related information, including personal information that may be collected, how and where personal information is processed, to whom personal information may be provided, and how you may access and rectify personal information about you. You agree to abide by the terms of Oracle's Internal Privacy Policy in effect during your employment; a current copy of such policy is also included in the Benefits and Policies Packet.

Policies applicable to employees including but not limited to the Oracle Code of Ethics and Business Conduct and Global Conflicts of Interest policy are available in the Oracle Employee Handbook, and Oracle's Internal Privacy Policy are available on the Oracle intranet and accessible to all employees. You agree, after beginning employment, to access the Employee Handbook and thoroughly familiarize yourself with Oracle policies and to abide by them. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By accepting this agreement, you agree to thoroughly review these policy communications and to abide by them. Oracle policies applicable to employees are subject to change.

Oracle is a government contractor, and, as such, certain federal, state, and local laws may place prohibitions or other restrictions on the ability of former government workers, and/or relatives of current or former government workers, to be employed by or to perform certain work on behalf of Oracle. By signing or electronically accepting below, you are affirming that you have disclosed all such relationships to Oracle and that your employment with Oracle, and any work you perform while employed by Oracle, will not conflict with any such prohibitions or restrictions.

## Employment Eligibility

In order to comply with the Immigration Reform and Control Act of 1986, the federal government requires the company to examine documents which prove your legal right to work in the United States. Please see the Verification of Eligibility for Employment information which is a part of the Personal Information Packet.

## Benefits

Oracle offers its employees a comprehensive benefits package, including medical, dental, vision, life, disability, 401(k) plan, employee stock purchase plan, dependent care and health care flexible spending accounts, and an educational reimbursement program. Benefits plans and programs are subject to change by Oracle or benefits providers. Employee contributions for Oracle's benefit plans may be required. The details of

these plans are included in the New Hire Offer Packet and/or are available on the Oracle intranet. You understand that you must make your benefits elections within the limited time period set forth in the communication accompanying your personal identification number that you will receive after beginning employment.

By accepting this Agreement, you authorize Oracle to deduct from your compensation any and all contributions associated with your health and welfare benefit elections, the 401(k) plan, the employee stock purchase plan, or any other benefit offered by Oracle in which you participate and for which an employee contribution is required.

Your starting compensation, position and other terms and conditions related to your employment are set forth in the offer letter you received. By accepting this Agreement, you also are agreeing to the terms and conditions set forth in the offer letter, which are incorporated herein. Oral or written representations contradicting or supplementing the terms of the offer letter or this Agreement are not valid.

### **At-Will Employment**

Employment at Oracle is at-will for all employees other than those based in Montana who have worked for Oracle for more than six months. The company makes no express or implied commitment that your employment will have a minimum or fixed term, that Oracle may take adverse employment action only for cause or that your employment is terminable only for cause. Either you or Oracle may terminate the employment relationship at any time for any reason. Additionally, Oracle may take any other employment action at any time for any reason. No one at Oracle may make, unless specifically authorized in writing by Oracle's Executive Vice President of Human Resources (or global head of Human Resources if there is no Executive Vice President of Human Resources), any promise, express or implied, that employment is for any fixed term or that cause is required for the termination of or change in the employment relationship.

### **Equal Employment Opportunity and Escalation Process**

Oracle believes that all employees should be treated fairly and equitably in conformance with its Equal Employment Opportunity policy. We make employment decisions without regard to sex, gender, race, color, religious creed, age, mental or physical disability, medical condition, genetic information, national origin, ancestry, marital status, military and protected veteran status, sexual orientation, gender identity, gender expression, or any other characteristic protected under federal or state law or local ordinance.

Our commitment to this policy applies to every phase of the employment relationship, and we make every effort to comply with this policy. If you feel you have not been treated fairly in some way, we encourage you to contact your HR manager or use the [Oracle Integrity Helpline](https://secure.ethicspoint.com/domain/media/en/gui/31053/index.html) (<https://secure.ethicspoint.com/domain/media/en/gui/31053/index.html>) to report your concern. The company takes such matters very seriously and reporting your claims internally allows us to work with you to investigate and try to resolve your issues.

### **Mutual Agreement to Arbitrate**

You and Oracle understand and agree that, except as set forth below and to the maximum extent permitted by law, any dispute or claim between you and Oracle (including anyone acting on behalf of Oracle) asserted or arising after you accept this Agreement, which dispute or claim arises out of or is related to your Oracle employment, or the termination of that employment, will be resolved by final and binding arbitration. No other forum for dispute resolution will be available to either party, except as to those claims identified below. The decision of the arbitrator shall be final and binding on both you and Oracle and it shall be enforceable by any court having proper jurisdiction. This Mutual Agreement to Arbitrate shall be binding on any successor in interest or affiliate of Oracle or you.

Arbitration proceedings under this Employment Agreement & Mutual Agreement to Arbitrate shall be conducted pursuant to the Federal Arbitration Act, and in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA") (which can be found on AAA's website -- <http://www.adr.org>) or the Employment Arbitration Rules and Procedures adopted by Judicial Arbitration & Mediation Services ("JAMS") (which can be found on JAMS's website -- <http://www.jamsadr.com>). Except as set forth below, the arbitrator will have all the powers a judge would have in dealing with any question or dispute that may arise before, during and after the arbitration. Any issue concerning enforcement of this Mutual Agreement to Arbitrate, including but not limited to any claim that all or part of the Class Action Waiver is invalid, unenforceable, contrary to public policy or any law, or inapplicable to a claim brought in other than your individual capacity, may be determined only by a court of competent jurisdiction and not by an arbitrator.

- **Claims Not Covered**

The following claims are not subject to arbitration under this Employment Agreement & Mutual Agreement to Arbitrate:

1. Claims under Title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention;
2. Claims for benefits under the workers' compensation, unemployment insurance and state disability insurance laws; and
3. Claims by you or by Oracle for temporary restraining orders or preliminary injunctions ("temporary equitable relief") in cases in which such temporary equitable relief would be otherwise authorized by law. In such cases where temporary equitable relief is sought, the trial on the merits of the action will occur in front of, and will be decided by, the arbitrator, who will have the same ability to order legal or equitable remedies as could a court of general jurisdiction.

- **Class Action Waiver**

To the full extent permitted by law, any claim by you against Oracle which is subject to arbitration under the terms of this Employment Agreement & Mutual Agreement to Arbitrate must be brought in your individual capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs or similar non-individual proceeding (collectively, "class action"). You expressly waive, to the extent permitted by law, any and all rights to bring, participate in or maintain in any forum any class action regarding or raising claims which are subject to arbitration under the terms of this Employment Agreement & Mutual Agreement to Arbitrate. The arbitrator shall not have authority to combine or aggregate similar claims or conduct, or conduct any class action or make an award to any person or entity not a party to the arbitration. This paragraph is referred to as the "Class Action Waiver." Any claim that all or part of the Class Action Waiver is invalid, unenforceable, contrary to public policy or any law, or inapplicable to a claim brought in other than your individual capacity, may be determined only by a court of competent jurisdiction and not by an arbitrator.

- **Costs**

Unless not required by law or applicable arbitration rules, Oracle will bear the costs of the arbitrator's fee and all other costs related to arbitration, to the full extent such costs are not expenses that you would be required to bear if you were bringing an action in a court of law. If Oracle is not required by law to pay the arbitrator's fee or other costs related to the arbitration, they will be split equally between Oracle and Employee.

The parties shall each bear their own attorneys' fees incurred in connection with an arbitration, and the arbitrator will not have authority to award attorneys' fees unless a statute at issue in the dispute or other appropriate law authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator shall have the authority to make an award of attorneys' fees as permitted by the applicable statute or law.

## **Consideration**

You understand and acknowledge that you are offered employment in consideration of this Employment Agreement & Mutual Agreement to Arbitrate. In addition, the promises by Oracle and by you to resolve claims by arbitration in accordance with the provisions of this Mutual Agreement to Arbitrate, rather than through the courts, provide consideration for the mutual promises herein.

## **Knowing and Voluntary Agreement; Complete Agreement**

You understand and agree that you have been advised to consult with an attorney of your own choosing regarding this Employment Agreement & Mutual Agreement to Arbitrate, and you have had an opportunity to do so.

**YOU FURTHER UNDERSTAND AND AGREE THAT YOU HAVE READ THIS EMPLOYMENT AGREEMENT & MUTUAL AGREEMENT TO ARBITRATE CAREFULLY. BY ACCEPTING IT, AS SET FORTH HEREIN, YOU ARE 1) EXPRESSLY WAIVING ANY AND ALL RIGHTS WHICH YOU MAY NOW OR IN THE FUTURE HAVE TO A TRIAL OR HEARING BEFORE A COURT OR JURY ON ANY AND ALL DISPUTES AND CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT, 2) AGREEING TO ARBITRATE PURSUANT TO THE TERMS OF THIS EMPLOYMENT AGREEMENT & MUTUAL AGREEMENT TO ARBITRATE, AND 3) AGREEING TO THE TERMS OF THE CLASS ACTION WAIVER ABOVE.**

This Employment Agreement & Mutual Agreement to Arbitrate contains the complete agreement between Oracle and you regarding the subject of arbitration, and supersedes any and all prior written, oral, or other types of representations and agreements between Oracle and you regarding the subjects of arbitration and dispute resolution.

### **Severability**

Except with respect to the Class Action Waiver provision of the Mutual Agreement to Arbitrate, if any portion of this Employment Agreement & Mutual Agreement to Arbitrate is, for any reason, held invalid, unenforceable, or contrary to public policy or any law, the remainder of the Agreement shall not be affected by such invalidity or unenforceability, but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Employment Agreement & Mutual Agreement to Arbitrate. In the event a court determines that the Class Action Waiver or any portion thereof is invalid, unenforceable, contrary to public policy or any law, or inapplicable to a claim brought in other than your individual capacity, the Class Action Waiver may not be severed and the entire Mutual Agreement to Arbitrate shall be deemed unenforceable and void; however, the remainder of the Employment Agreement & Mutual Agreement to Arbitrate shall remain in full force and effect.

### **Modification**

Except as otherwise set forth herein, this Employment Agreement & Mutual Agreement to Arbitrate or any part of it, including but not limited to the Mutual Agreement to Arbitrate, may be modified or replaced by a new or different Agreement or different terms only if in a writing, expressly stating that it is a modification or new agreement that replaces or supersedes this Agreement or part hereof. Such modification or replacement document must be signed or electronically accepted by 1) you and 2) Oracle's Executive Vice President of Human Resources (or global head of Human Resources if there is no Executive Vice President of Human Resources), or by a person to whom authority to modify or replace this Agreement or part hereof has been delegated in writing by such EVP or global head of Human Resources.

By pressing the 'Acknowledge and Accept' button below you are agreeing that you have read and that you understand every provision of this Agreement and that, in consideration for your employment at Oracle, you agree to abide by its terms.

FOR ORACLE AMERICA, INC.:



Joyce Westerdahl  
**Executive Vice President, Human Resources**

**ACKNOWLEDGED AND ACCEPTED:**

Email:

E-signed:

# Proprietary Information Agreement

Oracle Corporation, its subsidiaries (including but not limited to Oracle America, Inc.) and its affiliates (collectively "Oracle") develop, manufacture, market, license and distribute computer software and hardware products and other technology, and provide technical support, consultation, educational and other services relating to Oracle's products. Oracle develops and uses confidential, proprietary, and trade secret information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your employment with an Oracle entity (your "Employer"), you may develop, receive or otherwise have access to confidential, proprietary or trade secret information which is of value to Oracle. This agreement sets forth your responsibilities and obligations concerning confidential, proprietary or trade secret information which is of value to Oracle. This agreement sets forth your responsibilities and obligations concerning confidential, proprietary and trade secret information, and Developments (as defined below).

As a condition of my employment with my Employer, and in consideration therefore, I agree to abide by the following:

1. My employment creates a relationship of confidence and trust with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information." Proprietary Information includes by way of illustration and without limitation:
  - (a) all software, hardware and other technology developed or licensed by or for Oracle or licensed to Oracle by a third party, and any documentation, research, development, technical or engineering information, know-how, tools, data, designs, diagrams, drawings, schematics, sketches or other visual representations, passwords and other computer information, plans, projects, manuals, formulas, algorithms, subroutines, and product specifications relating to such software, hardware or other technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
  - (b) Oracle's marketing and sales plans or forecasts; pricing or other sales-related information; product development plans; acquisition plans; competitive analyses; benchmark test results; supplier and purchasing information; budgets and nonpublic financial information; licenses; contracts and all related documents; nonpublic customer, partner and vendor information, including without limitation customer analyses and lists; and information regarding other Oracle employees, including without limitation employees' skills, technical knowledge and compensation and organizational charts;
  - (c) all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle (for example, information Oracle receives from a third party customer, partner or potential acquisition target).

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere. At all times, both during and after my employment with my Employer, I will hold Proprietary Information in confidence. I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorized third parties as may be necessary in the ordinary course of performing my duties for my Employer or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for my Employer. If I am uncertain as to whether particular information or materials are Proprietary Information, I will request a written opinion from Oracle's legal department as to their status.

2. 18 U.S.C. § 1833(b) states:

"An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that— (A) is made— (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."

Accordingly, I understand that I have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. I further understand that I have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

3. I hereby represent that my performance as an employee of my Employer will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person and that I have disclosed to Oracle any such agreements, obligations and/or other restrictive covenants to which I am currently bound. I will not bring any proprietary information of a former employer or other entity or person to Oracle. I will not use in the performance of my work for my employer any proprietary information of a former employer or other entity or person without written authorization from my former employer, the other entity or person. I will immediately inform my HR Manager in the event I believe that my work at Oracle would make it difficult for me not to disclose to Oracle any such information or materials.
4. I will promptly disclose to my Employer or its designee, will hold in trust for the sole right and benefit of my Employer or its designee, and will and hereby do assign to my Employer or its designee all my right, title and interest in and to any and all ideas, discoveries, inventions or "know how," whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice during the period of my employment, including without limitation, all processes, devices, apparatus, computer programs, programming documentation, and other works of authorship, including any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours. I further acknowledge and agree that all Developments shall be the sole and exclusive property of my Employer or its designee and are considered "works made for hire" for the purposes of my Employer's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to my Employer or its designee such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I agree to disclose all Developments promptly after development of the same, and at any time upon request. I further agree to execute any documents and to do all things necessary, without additional compensation (but at no cost to me) whether during my employment or after: (a) to assign all right, title and interest in any Development to my Employer or its designee and (b) to assist my Employer or its designee in registering, prosecuting, perfecting, protecting, maintaining and enforcing any and all patent, copyright, trade secret or other right or interest in any Development for any and all countries. **This provision does not apply to Developments which qualify fully under the provisions of section 2870 of the California Labor Code, or any other statute or common law doctrine of like effect, which states:**
- (a) **Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:**
- (1) **Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or**
- (2) **Result from any work performed by the employee for the employer.**

**(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.**

I understand that nothing in this Agreement is intended to expand the scope of protection provided to me by Sections 2870 through 2872 of the California Labor Code or any other statute or common law doctrine of like effect.

5. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I will and hereby do grant my Employer or its designee a perpetual, worldwide, royalty- free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of its exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. I will not during my employment with my Employer engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
7. I will not, during my employment with my Employer and for a period of twelve months after the termination of my employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to terminate or alter such person's employment relationship with Oracle or to accept an employment, independent contractor or other business relationship with an employer or entity or person other than Oracle.
8. I acknowledge and agree that my obligations under this Agreement shall survive the termination of my employment with Oracle regardless of the manner of or reasons for such termination. I will upon termination of my employment with my Employer reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
9. I agree that, upon termination of my employment with my Employer, I will:
  - a) immediately deliver to my Employer or its designee, and will not keep in my possession, recreate or deliver to anyone else, all materials (in any tangible or electronic form) and property belonging to Oracle including without limitation documents, software, storage devices (including without limitation external hard drives, discs, flash drives, and tapes), records, data (including without limitation customer, supplier and vendor data that I created, modified or otherwise accessed during my term of employment), notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with my Employer, hardware (including without limitation laptops and other computers), pagers, Oracle Social Media Accounts (as defined in Oracle's Social Media Participation policy), terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories;
  - b) immediately deliver to my Employer or its designee the account details and authentication business cards, handbooks, policy manuals, software manuals and telephone directories; information for any with Oracle, accounts I including established without or limitation utilized any as part cloud of my storage or employment Oracle Social Media Account, and
  - c) immediately cease using and/or accessing any and all Oracle accounts, including without limitation email, voicemail, video and/or audio conference accounts, Social Media, and other computer and network systems or accounts.
10. Where my conduct would constitute a misappropriation of trade secrets, unfair competition, other civil wrong, and/or if I live or work in a state or jurisdiction where such conduct can be lawfully prohibited by an employer, I agree that I will not, for a period of twelve months after the termination of my employment with my Employer, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my employment, for any of Oracle's customers or clients or prospective customers or clients if I solicited, called on or performed services for that Oracle customer or client or prospective customer or client during the twelve months preceding my termination.

11. I understand and acknowledge that, unless I am a Montana-based employee who has worked for Oracle for more than six months, my employment relationship with my Employer may be altered or terminated "at will" and that nothing in this agreement alters my "at will" status.
12. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of my Employer, its successors and its assigns. My Employer may assign or transfer its rights or delegate its obligations created through this agreement at its sole discretion.
13. I recognize that nothing in this Agreement is intended to limit any remedy available to Oracle under prevailing law governing the protection of trade secrets or intellectual property rights. In addition, I acknowledge that any breach by me of this Agreement will cause immediate and irreparable injury to Oracle not compensable by monetary damages and that Oracle will be entitled to obtain injunctive or other equitable relief to remedy any such breach, without the necessity of posting bond or other security or proving it has sustained any actual damage. This remedy will be in addition to any other remedies available to Oracle at law or in equity.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in federal court in San Francisco or San Jose, California or state court in San Mateo County or Santa Clara County, California. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. I understand and acknowledge that no failure by Oracle to insist upon strict compliance with any of the term, covenants, or conditions of this Agreement, and no delay or omission by Oracle in exercising any right under this Agreement will operate as a waiver of such terms, covenants, conditions or rights. I agree that this Agreement may be amended and modified only by written agreement between myself and Oracle's General Counsel.
16. I agree that in the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to be contrary to any applicable law, rule or policy or for any reason unenforceable as written, then such court may modify any of such provisions so as to permit enforcement thereof to the maximum extent permissible as modified. Further, I agree that if any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.
17. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

# Personal Information Form

## Employee Information

* Last Name	* First Name	Middle Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

* Street Address	Apartment/Unit #
<input type="text"/>	<input type="text"/>

* City	* County
<input type="text"/>	<input type="text"/>

* State	* Zip Code
<input type="text"/>	<input type="text"/>

Preferred First Name (optional)

* Date of Birth (MM/DD/YYYY)	<input type="text"/>	* Social Security No. (ex. 123-45-6789)	<input type="text"/>
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SS# required for US Citizens and US Permanent Residents "greencard"  
Foreign National without SSN please provide the status above (will apply, has applied)

# Emergency Contact Form

## Emergency Contact Information

\*Is this your Primary Contact (Yes/No)

Title (Mr/Ms/Mrs)	* Last Name	* First Name	Middle Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

* Relationship	Email Address
<input type="text"/>	<input type="text"/>

\*Phone Number Information

Home	<input type="text"/>
	<input type="text"/>

(\*Mandatory Fields)









Voluntary Self-Identification of Disability

Form CC-305  
OMB Control Number 1250-0005  
Expires 1/31/20  
Page 2 of 2

Reasonable Accommodation Notice

Federal law requires employers to provide reasonable accommodation to qualified individuals with disabilities. Please tell us if you require a reasonable accommodation to apply for a job or to perform your job. Examples of reasonable accommodation include making a change to the application process or work procedures, providing documents in an alternate format, using a sign language interpreter, or using specialized equipment.

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<sup>i</sup> Section 503 of the Rehabilitation Act of 1973, as amended. For more information about this form or the equal employment obligation of federal contractors, visit the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) website at [www.dol.gov/ofccp](http://www.dol.gov/ofccp).

**PUBLIC BURDEN STATEMENT:** According to the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. This survey should take about 5 minutes to complete.



4. The information you submit will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of disabled veterans, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if you have a condition that might require emergency treatment; and (iii) Government officials engaged in enforcing laws administered by the Office of Federal Contract Compliance Programs, or enforcing the Americans with Disabilities Act, may be informed.

5. Oracle's affirmative action program is committed to ensuring an environment for all employees that supports and rewards employee performance on the basis of merit and potential. Oracle prohibits discrimination against or harassment of an employee or candidate for employment because of a disability or protected veteran status.

# Form I-9 - Employment Eligibility Verification

Federal regulations requires all US employees to complete the following:

Form I-9 Section 1 before your start date

Form I-9 Section 2 within three business days from your start date

The purpose of this form is to document that each new employee (both citizen and noncitizen) is authorized to work in the United States. Oracle uses a paperless, online I-9 application, which is linked to the Federal government's E-Verify system. Completion of the online I-9 will directly upload your information to E-Verify for confirmation of your identity and work authorization via the US Department of Homeland Security and Social Security Administration databases as required by law.

**Read all instructions carefully before completing the electronic I-9 form.**

## Section 1 – Action Required by New Employee

Complete before your first day of work

1. Go to the I-9 Express website at <http://www.newi9.com>.
2. Log in with Oracle employer code **12456**.
3. Read all of the instructions provided and complete Section 1 of Form I-9.

**IF YOU APPLIED FOR A SOCIAL SECURITY NUMBER (SSN) AND ARE AWAITING RECEIPT, STOP HERE AND CONTACT [j9@oracle.com](mailto:j9@oracle.com). DO NOT USE A TEMPORARY OR "DUMMY" SSN ON THE FORM.**

**COMPLETE ONLY ONE I-9. DO NOT COMPLETE MULTIPLE I-9 FORMS.**

## Section 2 – Action Required by New Employee

Complete within three (3) business days of your start date

Within your first three (3) business days of employment, meet with your Hiring Manager or M Level Manager in person to finalize the Form I-9 process. You are required to bring original documentation, copies will not be accepted. Review a list of [acceptable documents](#).

Action is required by both the new employee and the hiring manager.

Candidate Name	Stephen Maynard-Koran
Preferred First Name (optional)	"Peyton"
Estimated Start Date (ex. 15-Oct-15)	1-Mar-20
Confirmed Start Date (ex. 15-Oct-15)	1-Mar-20
Job Code (ex. 995.Product Development SVP)	10060
Job Level (ex. M6)	M6
Cost Center/Organization (ex. Legacy Cost Center ex. CW34)	<a href="#">3YR1</a>
Work Remotely (Yes or No) - If Yes, in the box below please provide the closest Oracle office to the candidates home address.	No
Location (ex. US - WA-Seattle-1411 4th Avenue)	1501 4th Ave Seattle, WA
Manager Name (ex. Smith, John)	Tony Grayson
Manager Employee ID Number (ex. 151515)	4748817
Recruiter Name	Jeff Hibbert
Discretionary Job Title (ex.VP Product Development)**Discretionary title must match offer.	VP Networking
Replacement Hire (Yes or No)	Yes
Replaced Employee	Matt Ryanczak
Vacation Plan (Standard or Non Standard) - For Annual Salary Employees - Flexible	Flexible
Hire Type (ex. New Hire - Regular)	New Hire-Regular
Annualized Salary	\$275,000
<b>*Complete all applicable fields</b>	
Restricted Stock Units	45,000
Restricted Stock Units Justification	Needed to be competitive
Relocation Amount	TBD
Relocation Amount Justification	
Sign On Bonus	\$100,000
Sign On Bonus Justification	Needed to be competitive
Annual Target Variable	Oracle Corporate Bonus
Annual Target Variable Justification	NA

Common Stock, \$0.01 par value (NYSE: ORCL)

**STOCK UNIT AWARD DEFERRED COMPENSATION PLAN**

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**December 6, 2017**

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This prospectus, relates to obligations of Oracle Corporation

deferred compensation in the future, as described herein. This prospectus includes the attached FAQ document covering questions and answers regarding the Plan.

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933,

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

## **PLAN BACKGROUND**

The Plan is an unfunded deferred compensation plan for a select group of management or highly compensated employees of the Company and certain participating affiliates. The Plan is not required to be qualified under Section 401(a) of the Internal Revenue Code, nor is it generally subject to the provisions of the Employee Retirement Income Security Act of 1974.

The attached Questions and Answers, which are incorporated as part of this prospectus, summarize the major features of the Plan and answer frequently asked questions about the Plan. It may not contain all of the information that is important to you. We urge you to read the Plan, a copy of which is attached to this prospectus. In the event of any discrepancy between the terms of this prospectus and the terms of the Plan, the Plan, and not this prospectus, will control.

Additional information about the Plan and its administrators may be obtained by contacting Employee Stock Services, care of Delphi Asset Management Corporation, at 5525 Kietzke Lane, Suite 200, Reno, Nevada 89511; telephone: (775) 657-4899; email: stock\_us@oracle.com.

## **AVAILABILITY OF ADDITIONAL INFORMATION**

As a participant in the Plan, it is important that you understand Oracle, its business, operations, financial condition and risks applicable to it. Like any stockholder of Oracle, you can keep yourself informed about the company by reviewing reports and other documents that we prepare for stockholders and the general public.

The U.S. federal securities laws require that we provide information about our business year, we must file rep proxy statement in connection with the annual meeting of stockholders. The proxy statement provides further information about Oracle and its officers, directors and major stockholders. From time to time we may also file other documents with the SEC as required by Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended.

All of these documents constitute part of the information that we are required by the U.S. federal securities laws to provide or make available to you in connection with your participation in of our publicly filed documents into this prospectus, which means that information included in those documents is considered part of this prospectus. Information that we file with the SEC after the effective date of this prospectus will automatically update and supersede this information. All documents subsequently filed by us pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act will be deemed to be incorporated by reference in this prospectus and to be a part hereof from the date of the filing of such documents, until we file a post-effective amendment, which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold.

All reports and documents referred to above that we file with the SEC are available <http://www.oracle.com/us/corporate/investor-relations/sec/index.html>.

We will provide to you, upon written or oral request and without charge: (1) a copy of any document incorporated by reference in the Registration Statements (not including exhibits to such document unless such exhibits are specifically incorporated by reference into the information that this document incorporates); (2) a copy of our most recent Annual Report to Stockholders (or such alternative document as Rule 428(b)(2) under the 1933 Act permits); (3) a copy of all reports, proxy statements and other communications distributed to our stockholders generally; and (4) a copy of all documents that constitute a part of the prospectus required to be delivered to each Plan Participant. Please direct all requests to: Employee Stock Services, care of Delphi Asset Management Corporation, 5525 Kietzke Lane, Suite 200, Reno, Nevada 89511; telephone: (775) 657-4899; email: stock\_us@oracle.com.

**No person has been authorized to give any information or make any representations, other than as contained in this prospectus, and if given or made, such information or representations must not be relied upon. This prospectus does not constitute an offer to sell securities in any state to any person to whom it is unlawful to make such offer in such state. Neither the delivery of this prospectus nor any sale made hereunder will under any circumstances create any implication that there has been no change in the affairs of Oracle or its subsidiaries since the date hereof.**

**This prospectus is intended to provide a summary of the Plan, and in the event of any conflict between the terms of the Plan and this prospectus, the terms of the Plan will govern.**

**You should rely only on the information provided by or incorporated by reference in this prospectus or any supplement to this prospectus. We have authorized no one to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted.**

**ORACLE CORPORATION  
STOCK UNIT AWARD DEFERRED COMPENSATION PLAN**

**FAQ**

**Dated December 6, 2017**

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## INTRODUCTION

sation plan  
for a select group of management and highly compensated employees of Oracle and certain participating affiliates of Oracle.

The Plan became effective on July 1, 2014.

The purpose of this document is to summarize the major features of the Plan and to answer frequently asked questions about the Plan. In the event of an inconsistency between this summary and the actual provisions of the Plan document, the provisions in the Plan document will control. Furthermore, the description of the Plan contained herein is qualified in its entirety by reference to the full text of the Plan.

This summary is not intended to provide a comprehensive analysis of any particular tax situation, nor should it be substituted for expert advice from a personal tax or financial advisor. We strongly encourage you to consult a tax advisor before make a deferral election under the Plan.

## QUESTIONS AND ANSWERS ABOUT THE PLAN

### Overview

#### 1. What is the purpose of the Plan?

The purpose of the Plan is to provide a select group of management and highly compensated employees selected by Oracle with the means to defer receipt of their stock unit awards granted under the Amended and Restated 2000 Long-Term Equity Incentive

The Plan is an agreement or promise by Oracle to pay you compensation at a future date. Under the Plan, you may defer paying a portion of the taxes on receipt of your vested RSU shares.

In general this deferral of receipt of an RSU award effectively defers federal, state, and local income taxes until the shares are distributed to you. However, Social Security and Medicare taxes are due at the time of vesting of the RSU

awards. RSU

#### 2. Who is eligible to participate in the Plan?

which employees are eligible to participate in the Plan.

In general, any employee of Oracle or a participating affiliate, who is part of a select group of management and highly compensated employees (as determined and selected by the Committee), is eligible to participate in the Plan. Currently, in order to be eligible to participate in the Plan, you must have an annual base salary of at least \$235,000 as of June 1 of the current

calendar year (eligibility for new hires is determined based on the annual base salary threshold in effect on their date of hire). This eligibility threshold is subject to change from time to time. Because the threshold for participation can change, you are not automatically eligible to defer each grant. Oracle will notify you through the CHOICE application or in writing if you are eligible to defer a specific grant.

### **3. What affiliates participate in the Plan?**

Currently, the only participating affiliates (other than Oracle) are Oracle America, Inc. and Oracle International Corporation.

### **4. What is the Plan year?**

The Plan year is the calendar year in which an eligible employee is granted an RSU.

## **Enrollment in the Plan**

### **5. How do I enroll in the Plan?**

In order to become a participant in the Plan, you must be eligible to participate and then you must enter into a deferral agreement with Oracle. For annual company-wide equity grants, you will enter this agreement through the CHOICE application associated with your RSU grant. For all other grants, such as a new hire or promotional award, you will be asked to complete a written deferral election form. In the CHOICE application or the written deferral election form, you will make an election to defer the receipt of your RSU that you are awarded during a plan year, as submitted during the election period specified by Oracle (as described in the section below titled with the Plan procedures.

### **6. What does participating in the Plan mean?**

If you choose to take a grant in RSUs and you are eligible to participate in the Plan, you can use the Plan to defer receipt of your vested RSU shares. This, in turn, defers your income tax liability on those shares. Each year you choose to defer RSUs, you also decide when and how you will have the underlying shares released to you. You can choose to receive your shares upon (i) your separation from with Oracle or an Oracle subsidiary, (ii) five years after the grant date of the RSU or separation from service, whichever comes first, or (iii) ten years after the grant date of the RSU or separation from service, whichever comes first. You can take your shares either in one lump sum payment or as quarterly installment payments over five or 10 years. You can

more details. By making a deferral election under the Plan, a participant will be deemed to have consented to the provisions of the Plan and to all subsequent amendments to the Plan.

## **Deferral Elections**

### **7. Can I defer some but not all of my RSUs under the Plan?**

If you choose to defer your RSUs, you must defer the entire award for that particular year. You can make a different election each year you receive an award. Partial deferrals of RSUs are not permitted.

### **8. When must I complete the deferral election form?**

Eligible employees must complete the deferral election form during the period established by t  
RSU. For annual company-wide equity grants, you will make this deferral election through the CHOICE application associated with your RSU grant. If you are eligible to participate in the Plan, you will be prompted in the CHOICE application to answer the question whether you wish deferral elections regarding when and how you wish to have the underlying shares released to you. However, if you received an RSU grant outside of the annual process, such as a new hire or promotional award, you will be asked to complete a written deferral election form.

### **9. What if I miss the deadline for completing the deferral election form?**

or in the written materials you receive, you will not be able to defer any of the related RSUs. No exceptions will be made regardless of the reason for your delay in completing the election form.

### **10. How long will my deferral election last?**

Deferral elections must be made for each separate grant of RSUs. A deferral election will not carry forward to an RSU award within the same plan year and will not carry forward from year to year, unless specified otherwise by the Committee. Consequently, you will need to make a new election each time you want to defer a particular RSU grant made under the Equity Compensation Plan.

### **11. Will Oracle or any participating affiliate make contributions to the Plan?**

No. Neither Oracle nor any participating affiliate will make any matching or other employer contributions to the Plan.

### **12. What happens to my elective deferrals?**

As part of this arrangement, Oracle will establish an account on behalf of each participant. Each account is a hypothetical book-keeping account only and does not entitle you to ownership of any actual assets. Rather, each account represents an unfunded, unsecured promise by Oracle and the participating affiliates to pay you a benefit in the future.

If you participate in the Plan, your account relating to the RSUs will be denominated in

**13. When are amounts that I defer credited to my account?**

Any RSU award deferred under the Plan will be credited to your account as of the date such RSU is granted to you.

**14. When do my deferred RSU awards vest?**

Deferred RSU awards will vest pursuant to the terms of the Equity Compensation Plan and the award agreement evidencing the RSU grant. Typically, RSUs vest 25% per year over a four year period commencing on the grant date. If you forfeit any portion of your deferred RSU award pursuant to the terms of the Equity Compensation Plan or award agreement, for example upon termination of your employment prior to the vesting date, your RSU award account under the Plan will be reduced by the amount attributable to the forfeited deferred RSU award.

**15. Will dividend equivalents be credited to my account?**

No dividend equivalents will be credited until RSU award vests. After the vesting date and until distribution of the deferred RSU award, dividend equivalents will be credited to your account, and will be subject to the same restrictions as the deferred RSU awards to which they are attributable. Dividend equivalents credited to your account will be distributed in shares of

**16. What happens to my deferred RSU awards if there is a change in Oracle s capitalization such as a stock split?**

Deferred RSU awards credited to your account will be appropriately adjusted in a manner consistent with the terms applicable to common stock reserved under the Equity Compensation Plan to reflect changes in capitalization of Oracle affecting the common stock.

**Timing and Form of Payment of Account Balances**

**17. How will distributions of deferred RSU awards be made?**

Deferred RSU awards will be payable in common stock of Oracle. The schedule under which you will receive your deferred shares will be determined by the elections you make and will be , in accordance with terms and procedures established by the Committee. See

You may elect to receive distributions in a lump sum or in quarterly installments over a period of 5 years or 10 years. You may select a different form of payment for each deferred RSU award.

**18. When will distributions be made?**

You may elect to defer the receipt of your RSU award until:

your separation from service (i.e., voluntary or involuntary termination of employment, retirement, etc.) with Oracle or an Oracle subsidiary,

five years after the grant date of the RSU or separation from service, whichever comes first, or

ten years after the grant date of the RSU or separation from service, whichever comes first

When your deferral period is complete, the underlying shares, along with any related dividend equivalents, will be credited to your Fidelity account. You do not need to take any additional steps to receive your shares.

A distribution upon a separation from service for any reason other than death will be made or commence on the 17th day of the first month (or the first business day thereafter) of the third calendar quarter following the calendar quarter in which the separation from service triggering a distribution occurs. For example, if your separation from service occurs on August 1, your distribution will be made on April 17th of the following year. If you have a separation from service during the first 10 days of a calendar quarter, payment will be made or commence on the 17th day of the first month (or the first business day thereafter) of the second calendar quarter following the calendar quarter in which the separation from service triggering a distribution occurs. For example, if your separation from service occurs on July 1, your distribution will be made on January 17th of the following year. Subsequent distributions, if any, will be made or commence on the 17th day of the first month of each calendar quarter until the 5 or 10 year period has elapsed. A distribution payable on a date designated by the participant as described above will be made or commence in January of such year.

**19. What happens to my deferred RSU upon my death?**

Notwithstanding anything to the contrary, upon your death, whether prior to or after commencement of payment of your account, your vested account balance will be paid to your estate in a lump sum as soon as is administratively practicable following your death.

**20. May Oracle accelerate the payment of my deferred RSUs?**

Notwithstanding your deferral election, Oracle may accelerate payment of all or a portion of your account in the event of certain specific circumstances under Section 409A of the Code (for example, to satisfy a domestic relations order or to satisfy a debt owed to Oracle).

**21. Is there a default time and form of distribution?**

If you do not select a time and form of distribution in accordance with the Plan, the time and form of distribution will be a lump sum distribution on the first distribution date following your

**22. Can I lose the value of my RSUs if I participate in the Plan?**

Yes. The value of your account is based on the fair market value of Oracle shares at the time the shares are released to you. As a result, your account value will fluctuate over time. If  
ll lose value. In

addition, the financial stability of Oracle is critical to your ability to receive your deferred shares. In the unlikely event that Oracle becomes insolvent or bankrupt, you would be considered a general creditor of Oracle. In that case, you could lose some or all of your deferred RSUs, plus any related dividend equivalents.

**23. Can I diversify my investments in the Plan?**

No, there are no options in this Plan to diversify your investments. Your only investment will be in Oracle shares. If the value of Oracle shares declines during your deferral period, your account value will similarly decline. By participating in the Plan, you acknowledge and accept this risk.

**24. May I change the time or form of distribution?**

No, you may not change the time or form of distribution of deferred RSU awards. Distribution elections are irrevocable.

**25. Can I take out a loan on my deferred RSUs?**

No, loans are not available under the terms of this Plan.

**26. May I request a distribution or cessation of deferrals upon an unforeseeable emergency?**

Yes, you may request a distribution of your vested account balance, or may request a cessation of deferrals under the Plan, upon an unforeseeable emergency. However, the threshold for what constitutes an unforeseeable emergency is very high. Requests for a distribution in the event of an unforeseeable emergency will be reviewed by the Committee in accordance with Section 409A of the Code and all other applicable regulations. For more information please refer to the Plan document.

**27. Can Plan proceeds be rolled into an IRA or other retirement vehicle?**

No, as a non-qualified deferred compensation plan, Plan distributions are not eligible for rollover into an IRA or other retirement vehicle.

**28. Is the Plan funded?**

No, the Plan is not funded. The obligations of Oracle and any participating affiliate to make payments pursuant to the Plan is contractual only, and constitute an unfunded, unsecured promise to pay. You do not have a preferred claim or lien on any assets of any trust. Employees have no greater rights than general creditors of Oracle or any participating affiliate. Nothing in the Plan should be construed to require any contributions to the Plan on behalf of an employee, participant, or beneficiary by Oracle or a participating affiliate.

## **Plan Administration**

### **29. How is the Plan administered?**

The Plan will be administered by the Compensation Committee of our Board of Directors or such other individual(s) or committee as designated by the Compensation Committee (the

The Committee has the authority to administer and interpret the terms of the Plan, determine eligibility of employees to participate in the Plan, and to make all other determinations and take all other actions in accordance with the terms of the Plan.

nd final  
on all interested parties. To the extent permitted by law, the Committee and its designee will not be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Plan unless attributable to his or her own bad faith or willful misconduct.

### **30. Can the Plan be amended or terminated?**

The Committee may amend the Plan at any time with either or both retroactive and  
enefits

employment agreement between Oracle or a participating affiliate and the participant are subject to amendments to the Plan.

In addition, the Committee may terminate the Plan at any time and distribute accounts to participants in a manner consistent with Section 409A of the Code.

### **31. Who pays the Plan s expenses?**

Oracle and the participating affiliates will pay the costs of establishing and adopting the Plan, including but not limited to legal and accounting fees.

### **32. How are disputes concerning the Plan resolved?**

Benefits generally will be paid to participants or beneficiaries without the need for any application. Any participant or other person claiming an interest in the Plan may file a claim for benefits in accordance with the claims procedures set forth in the Plan. The claims procedures set forth in the Plan are mandatory. If a claimant fails to follow the claims procedures or fails to timely file an appeal request, as set forth in the procedures, the denial of the claim will become final and binding on all persons for all purposes.

Claims under the Plan s administrative claims and appeals procedures and lawsuits must be commenced within a particular period of time; otherwise, they will be time barred. A claimant must exhaust the Plan s administrative claims and appeals procedure and must generally commence any claim or lawsuit in the correct court or forum no later than 24 months after the earliest of (A) the date the claimant s first benefit payment was made or due, (B) the

date the Committee or its delegate first denied the claimant's request for a Plan benefit, or (C) the earliest date the claimant knew or should have known the material facts on which the lawsuit is based. Any claim or action filed under the Plan's administrative claims and appeals procedures or any lawsuit that is filed in a court or any other forum after the end of this 24-month period will generally be time-barred.

### **Tax Implications of the Plan**

#### **33. What are the tax advantages of participating in the Plan?**

In general, the Plan allows you to defer receipt of your RSU awards and as a result to defer federal, state, and local income taxes until the time of distribution. At the time of distribution federal, state, and local taxes will be withheld from your distributions.

#### **34. How will Social Security and Medicare taxes be handled?**

Social Security and Medicare taxes are not subject to deferral and are due when the underlying RSU award vests. Oracle payroll will withhold Social Security and Medicare taxes from your regular paychecks when RSU award tranches vest as applicable under federal law.

#### **35. Where should I go for additional tax information?**

The tax implications of participating in a nonqualified deferred compensation plan are complex and based on your individual tax situation. You are strongly encouraged to discuss this Plan with your financial planner and tax advisor before electing to participate.

### **Additional Information About the Plan**

#### **Plan Document Controls**

This document is a summary of certain provisions under the Plan. The Plan document legally governs the terms and operation of the Plan, and the Plan document controls on all issues and all questions, including in the event of any discrepancy between this document and the provisions of the Plan.

#### **No Right to Continued Employment**

Your participation in the Plan does not give you any right to continued employment with Oracle or any affiliate of Oracle. All employees are subject to discharge (with or without cause) to the same extent they would have been if the Plan had never been adopted.

#### **Transfer Restrictions**

Amounts deferred under the Plan are not subject to transfer, assignment, alienation, anticipation, sale, pledge, encumbrance, garnishment, attachment, execution, or levy of any kind, whether voluntary or involuntary, nor are they subject to the debts, contracts, liabilities, engagement, or torts of the participant or beneficiary.

**Tax Withholding**

Oracle and its participating affiliates have the right to deduct from amounts otherwise payable under the Plan any federal, state, local, and employment taxes required to be withheld.

**State of Governing Law**

The Plan will be administered under the laws of the state of California, except to the extent pre-empted by applicable federal law.

## U.S. FEDERAL TAX INFORMATION

**THE FOLLOWING DESCRIPTION OF UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS BASED UPON EXISTING STATUTES, REGULATIONS AND INTERPRETATIONS AS OF THE DATE OF THIS DOCUMENT. BECAUSE THE CURRENTLY APPLICABLE RULES ARE COMPLEX AND THE TAX LAWS MAY CHANGE AND BECAUSE INCOME TAX CONSEQUENCES MAY VARY DEPENDING UPON THE PARTICULAR CIRCUMSTANCES OF EACH PARTICIPANT, EACH PARTICIPANT SHOULD CONSULT HIS OR HER OWN TAX ADVISOR CONCERNING FEDERAL (AND ANY STATE AND LOCAL) INCOME TAX CONSEQUENCES. THE FOLLOWING DISCUSSION DOES NOT PURPORT TO DESCRIBE STATE OR LOCAL INCOME TAX CONSEQUENCES OR TAX CONSEQUENCES FOR PARTICIPANTS IN COUNTRIES OTHER THAN THE UNITED STATES.**

In general, deferred RSU awards, and related dividend equivalents credited under the Plan on deferred RSU awards, are not subject to federal income tax until paid. Deferred amounts (including dividend equivalents) are, however, treated as current wages in the year of deferral for purposes of FICA taxes, or when such amounts are no longer subject to a substantial risk of

income equal to the amount of the distribution, and Oracle will be entitled to a deduction of such amount (assuming such amounts are otherwise deductible).

**Section 409A of the Code significantly affects the taxation of deferred compensation by imposing an additional 20% tax plus interest on any amounts deferred on or after January 1, 2005 that fail to comply with detailed requirements contained in such section. Accordingly, all participants contemplating any voluntary deferrals of compensation under the Plan should consult with their tax advisors before doing so.**

**We make no representation that the Plan complies with Section 409A of the Code and will have no liability to any participant for any failure to comply with Section 409A of the Code.**

## AVAILABILITY OF ADDITIONAL INFORMATION

Additional information about the Plan and its administrators may be obtained by contacting [Stock\\_us@oracle.com](mailto:Stock_us@oracle.com).



500 Oracle Parkway phone +1650.506.7000  
Redwood Shores oracle.com  
California 94065

February 5, 2020

Stephen Peyton Maynard-Koran  
3208 Indigo Waters Dr.  
Austin, TX 78732

Dear Peyton,

We are pleased to offer you the position of VP, Networking with Oracle America, Inc. reporting to Tony Grayson. We are offering you a starting base salary at an annual rate of \$275,000. In addition, you will be eligible to participate in the corporate bonus plan for your position.

In addition, you will be eligible for a \$100,000 sign-on bonus, which will be paid to you in the first payroll period after your start date. You must remain an active employee for eighteen months following your start date to earn and retain this sign-on bonus. If, at any time during this eighteen-month period, your employment relationship is terminated by (a) you for any reason or (b) Oracle for any reason other than a position elimination or reduction in force, you agree to immediately return to Oracle the \$100,000 sign-on bonus. In the event that your employment is terminated by Oracle due to a position elimination or reduction in force, you shall remain eligible to retain this \$100,000 sign-on bonus.

Following your acceptance of this offer and commencement of employment with Oracle or its affiliates, a proposal will be submitted requesting approval to grant you an Oracle Corporation restricted stock unit for 45,000 shares of Oracle Corporation common stock ("RSU") pursuant to the Amended and Restated Oracle Corporation 2000 Long-Term Equity Incentive Plan (the "Plan"). If approved, any RSU award will be issued pursuant to the Plan under a written agreement and will be subject to qualification under all applicable securities regulations. As long as you remain continuously employed by Oracle or its affiliates, you will receive 25% of the RSU shares per year, beginning one year after the RSU grant date, subject to the terms of the written RSU agreement and your compliance with Oracle Corporation's Insider Trading Policy. You should consult your personal tax advisor if you have tax questions regarding your RSU.

You are also eligible to participate in Oracle's RSU Deferral Program. Please review the enclosures for more information about this RSU Deferral Program and why it may be beneficial to you. After you have reviewed this information, please indicate whether you want to participate in the RSU Deferral Program and make any necessary elections by completing the ORACLE OFFER LETTER RSU DEFERRAL APPENDIX to this offer letter.

This offer of employment is contingent upon your satisfactory completion in Oracle's pre-employment background screening process, which will include education and employment verification as well as a criminal records search.

To accept this offer, please sign and submit the Employment Agreement and Mutual Agreement to Arbitrate, Proprietary Information Agreement and any additional new hire documents electronically via DocuSign.

If you have any questions regarding the conditions of your offer, please do not hesitate to contact Jeff Hibbert at 206-399-3022. This offer remains open until February 12, 2020.

Everyone looks forward to having you join Oracle and being a valued member of the Oracle management team.

Sincerely,

A handwritten signature in black ink, appearing to read "Joyce E. Westerdahl". The signature is fluid and cursive, with the first name being the most prominent.

Joyce E. Westerdahl  
Executive Vice President, Human Resources

Enclosure: New Employee Packet

AGREED AND ACKNOWLEDGED:

Stephen Peyton Maynard-Koran

Date: \_\_\_\_\_





## INFORMATION RELATED TO FILING SUIT UNDER THE LAWS ENFORCED BY THE EEOC

*(This information relates to filing suit in Federal or State court under Federal law.  
If you also plan to sue claiming violations of State law, please be aware that time limits and other  
provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),  
the Genetic Information Nondiscrimination Act (GINA), or the Age  
Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge **within 90 days of the date you receive this Notice**. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope or record of receipt, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed **within 90 days of the date this Notice was issued to you** (as indicated where the Notice is signed) or the date of the postmark or record of receipt, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

**PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):**

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment: back pay due for violations that occurred **more than 2 years (3 years) before you file suit** may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit **before 7/1/10 – not 12/1/10** -- in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

**ATTORNEY REPRESENTATION -- Title VII, the ADA or GINA:**

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

**ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:**

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, **please make your review request within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

**IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.**