

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 Kenneth Patchett

Electronically
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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 Kenneth Patchett, an
13 individual,
14 Plaintiff,
15 v.
16 Oracle Corporation, a Delaware
17 corporation; Anthony Grayson;
Does 1-10,
18 Defendants,

Case no. 21-CIV-00993
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
17 his perfectly secure and rewarding position at Twitch/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 after he simply tried to hold up his end
21 of the deal and remedy the extremely toxic culture at OCI; (3)
22 Defendant retaliated in violation of the whistleblower's rights
23 that Plaintiff was attempting to exercise by asking Oracle to
24 investigate Mr. Grayson for conduct that Plaintiff believed to be
25 illegal; (4) Defendant breached the covenant of good faith and
26 fair dealing by creating sham feedback and negative performance
27 reviews/counseling as well as a trumped-up bribery charge, which
28 did not reflect Plaintiff's actual performance in the role in

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

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

4 12. Prior to joining Oracle, Plaintiff was first
5 courted by Mr. Grayson to join OCI for nearly one year prior
6 to interviewing. It was clear that Oracle was interested in
7 Plaintiff. Even before those discussions, Mr. Grayson sought
8 Plaintiff's help in Mr. Grayson's own interview process with
9 Oracle. When the position was ultimately offered to Plaintiff,
10 Mr. Grayson made *numerous* promises and assurances to Plaintiff
11 that were either false when made, later discovered to be false,
12 made without the intent of performance, or bore no relation to
13 the truth. This was all in an effort to cause Plaintiff to
14 jump from Twitch/Amazon, where he enjoyed an excellent working
15 environment and had substantial autonomy after years of gainful
16 employment there. Plaintiff reasonably believed that the move
17 to Oracle would, as Mr. Grayson represented, benefit Plaintiff
18 in the long run by bringing him to a preeminent software company
19 that was in the exact space in which Plaintiff desired to spend
20 the rest of his career. Plaintiff believed all of Mr. Grayson's
21 pre-employment promises and assurances, which include but are not
22 limited to the following:

23 a. Mr. Grayson represented to Plaintiff that a key
24 purpose, if not the *main purpose and the main objective*, of
25 bringing in Plaintiff was to remedy the *pervasive toxic culture*
26 at OCI. Plaintiff specifically raised his concerns about the
27 toxic culture in the company in the interview. Mr. Grayson
28 *repeatedly assured Plaintiff* that the toxic work environment was

1 going to change *due to Plaintiff joining OCI*. In other words,
2 *the very purpose of Plaintiff joining OCI* as Vice President was
3 to carry out a dramatic change in the toxic workplace culture.
4 (Incidentally, the toxic environment was later discovered to
5 have been enabled by Mr. Grayson and his own superiors.) The
6 elimination of toxic culture was part of the employment contract;
7 although this component of the agreement does not appear on the
8 face of the contract, this must be because no company is going to
9 admit having a toxic culture in an employment contract, or admit
10 that elimination of toxicity is the main purpose of a new hire
11 joining the company. In any case, Mr. Grayson clearly had the
12 authority to make such an agreement on behalf of Oracle, and he
13 did so.

14 b. Mr. Grayson and the other interviewers painted an
15 extremely rosy picture of Oracle and OCI when Plaintiff was
16 interviewing. Confronted with the fact that the organization was
17 commonly known in the industry to have a toxic work environment,
18 the leaders who interviewed Plaintiff assured Plaintiff that
19 OCI would certainly get better at this. Right after starting
20 at Oracle in mid-September 2019, Plaintiff advised Mr. Grayson
21 to have an all-hands meeting and approach the work environment
22 issue head-on. Topics included open communication, making
23 decisions, and transparency. The all-hands was deemed a success
24 and a “new tone” was struck within the organization. Plaintiff
25 had no reason to change his decision in the initial period of
26 employment, when he probably still could have returned to Twitch,
27 due to Mr. Grayson’s *continuing* false promises and assurances.

28 c. On March 2, 2020, Mr. Grayson sent an org-wide email

1 to OCI that gave Plaintiff further assurances that the toxic
2 environment would certainly change. The email of March 2, 2020
3 speaks for itself, stating essentially, in pertinent part:
4 “Culture, creativity, accountability, and ‘act now and iterate’
5 are important.” Plaintiff and former colleague Peyton Maynard-
6 Koran were, in fact, the driving forces behind the email and
7 contents of that email that Mr. Grayson sent.

8 d. Also of note, even during the most recent interview
9 Mr. Grayson made several specific promises and representations
10 to the effect of: “one of the reasons I love OCI over Amazon is
11 that I get to control my space. I don’t have to write a document
12 for anything. If I want to do something I can. You own your
13 own business here.” This indicated that Plaintiff would have
14 the same type of authority. This is just one specific example
15 of a promise and representation that Mr. Grayson had no actual
16 intention, or capability, of honoring. Based on these and other
17 promises and assurances, Plaintiff agreed to join Oracle in
18 September 2019. This is just one specific example of a promise
19 and representation that Mr. Grayson had no *actual* intention of
20 honoring and that was later discovered to be untrue.

21 13. Based on these and other promises and assurances,
22 Plaintiff agreed to join Oracle in September 2019. Plaintiff
23 was provided a written offer of employment that was represented
24 by Mr. Grayson to be a formality that embodied the agreement
25 they had been discussing. There is no question that Mr. Grayson
26 is an officer, director, and/or managing agent of Oracle with
27 the actual or apparent authority to bind the company to such
28 agreements. But for these assurances and promises, Plaintiff

1 would have stayed at his previous well-paying job, where he was
2 anticipating being promoted to Vice President and where he had
3 substantial equity that he walked away from.

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

5 14. 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 Twitch. Further emails came out in the months
11 after Plaintiff joined OCI highlighting workplace culture and the
12 transformation of the organization from "an Enterprise Networking
13 ecosystem to a Webscale Networking ecosystem" -- as key
14 initiatives for the organization. All of these emails reinforced
15 the impression Plaintiff had of his mission and his reason for
16 even being at OCI.

17 15. Plaintiff attended many meetings in Seattle with
18 Mr. Grayson, Mr. Peyton Maynard-Koran, and Mr. Sanjeev Khanna,
19 all related to the activities of OCI and the morale issues
20 brought on due to the toxic working environment. One meeting in
21 particular stands out, where Mr. Grayson clearly indicated he
22 was told by Clay Magouryk to fire an individual, Ed Crabbe. Mr.
23 Grayson indicated that Ed Crabbe was a "rest-and-vestester" who was
24 not engaged and was simply dead weight. Over time, it became
25 obvious that Mr. Grayson regularly used terms of this sort when
26 describing the performance of other personnel as well. He also
27 asserted that he was going to "fire" other members of his team,
28 including Beatrice Au, Richard Lotz, Svetlana Anikeeva, and many

1 others.

2 16. Of specific note, Mr. Grayson stated that Mr. Magouryk
3 didn't really fire anyone; if they argued with him publicly,
4 disagreed, or didn't accomplish a task as Mr. Magouryk would have
5 liked, he simply took scope away from them until they quit. Mr.
6 Grayson shared with Mr. Patchett several times that he was doing
7 similar things as it was just easier than managing. "Don't give
8 stock, take away scope and they'll just leave, because they get
9 the message" was his comment.

10 17. All of this caused some concern for Plaintiff that
11 the reasonable belief and understanding of the mission, which
12 he was brought to OCI to perform, was not as Mr. Grayson had
13 represented. But he kept on performing in the hopes Mr. Grayson
14 would honor his original promises and representations.

15 18. All of the promises and most of the post-hire behavior
16 cemented to Plaintiff the reasonable belief and understanding
17 that the mission he was brought to OCI to perform was agreed to
18 by OCI, just as Mr. Grayson had represented.

19 **The First Months of Employment**

20 19. Due to the toxicity in the organization, many leaders
21 had recently left or been pushed out of the organization
22 by Mr. Grayson. This included the Director of the Tools
23 Team, The former VP of Region Build, the two leaders of the
24 Compliance Organization, the Learning and Development leader,
25 the Site Selection Contracts leader, and many more Individual
26 Contributors. Mr. Patchett spent the first two months of his
27 employment dealing with unresolved performance issues, lack of
28 trust at the management level due to the myriad departures, and

1 a recent Reduction In Force that left the organization bereft of
2 personnel to perform the necessary work.

3 20. At this time, Mr. Patchett began the process of
4 rebuilding the organization and aligning it for success. Of
5 note is the departure of Mr. Ken Deumann. Mr. Deumann was a
6 critical leader in the Region Build group. He was being held to
7 account by Mr. Grayson to deliver region build with unrealistic
8 timelines, and he was unable to push back and get Mr. Grayson
9 to understand that the asks Mr. Grayson was making were not
10 technically necessary, nor reasonable. Although Mr. Deumann was
11 being challenged, his superior, Beatrice Au, was promoted to
12 Director. Mr. Grayson stated to both Mr. Khanna and Plaintiff
13 that Ms. Au didn't deserve to be promoted, but he hoped the
14 promotion would move her out of his organization. Both Mr.
15 Deumann and Ms. Au had the qualifications to perform the role,
16 however, it became manifestly apparent that the issue was in fact
17 that Mr. Grayson made promises and agreed to delivery dates that
18 were different from what his team suggested. Mr. Grayson, if he
19 did not like the answer given, would seek out others' counsel
20 until he was able to get someone to state what he wanted to
21 hear. Mr. Patchett was on both ends of that behavior. As this
22 translated to the Senior Leadership team, Mr. Grayson would speak
23 negatively about the peers, stating his trademark put-downs "they
24 don't know what they are doing," "they can't write documents,"
25 or they were otherwise deficient. This behavior caused a lot of
26 hostility within the working environment.

27 21. Due to the ongoing COVID-19 pandemic, the hours of
28 work increased dramatically for all teams. Within the networking

1 organization, one Senior Director had left the organization.
2 Several other leaders would leave right after, leaving the
3 new VP, Mr. Maynard-Koran to do the work of a VP, two Senior
4 Directors, and a Director while OCI was in a hiring freeze. On
5 top of this, OCI onboarded its largest network-based customer,
6 Zoom. This meant that the work by the Physical Networking
7 organization as well as the Data Center Operations teams, and
8 the Compliance and Contracts team, increased exponentially. Mr.
9 Grayson demanded that teams work around the clock to fulfill the
10 demand. This despite having had the exodus of top talent and a
11 hiring freeze that removed more than 50 open requisitions from
12 the teams.

13 22. At the same time, Mr. Grayson was driving the
14 organization to write documents for Clay Magouyrk, stating “this
15 is how we get paid.” Mr. Grayson sometimes demanded Plaintiff
16 work until 4 a.m. in the morning to get documents ready for Mr.
17 Magouyrk. Plaintiff was also asked to take on documents that
18 Mr. Maynard-Koran and Mr. Khanna had been writing because, as
19 Mr. Grayson and Ms. Svetlana Anikeeva explained, “they suck at
20 writing docs.”

21 23. In one instance later discovered by Mr. Patchett, Mr.
22 Maynard-Koran was told that he had to write the Ops Improvement
23 Plan doc because Mr. Patchett, “does not know how to write
24 docs,” and Mr. Grayson asserted that, “he was going to have
25 to do something with Ken.” In another situation, Ms. Anikeeva
26 told Plaintiff that “Sanjeev [Khanna] has 60 days left before
27 Tony fires him.” When asked why, she stated it was because
28 “he can’t write docs and Clay refuses to work with him.” This

1 made Plaintiff genuinely concerned that writing successful
2 documents for Mr. Magouyrk, documents that made Mr. Grayson
3 look good, was the only way to succeed at OCI, and that all the
4 work around changing the culture and removing toxicity was not
5 valued internally even though it was specifically the purpose of
6 Plaintiff's employment. This was later confirmed by an email
7 Mr. Grayson was writing that stated essentially: "We can't write
8 docs...Manage your team to run the business....so you can write
9 docs."

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

24 25. When Mr. Grayson was presented with facts contrary to
25 his desired claims in the documents, he would often say "just
26 write it, nobody cares if we move a date or change something."
27 However, this did not manifest as accurate-- often, the document
28 would come back with asks to validate the claims, or prove a

1 technical concept, or worse, Mr. Grayson would simply write and
2 submit a document himself, bypassing his leadership because “We
3 don’t know how to write for Clay”.

4 26. Mr. Grayson’s comments in email, face to face, and
5 in document comments, show that Mr. Grayson actively insulted
6 people, changed dates to impress Mr. Magouyrk even though the
7 team had told him these dates were unreachable, and then would
8 tell the team they were failing when they could not meet those
9 dates.

10 27. Mr. Grayson also added multiple responsibilities to Mr.
11 Patchett’s workload that were outside of scope, not funded from
12 a human capital perspective, and not clear. For example, Mr.
13 Grayson and Mr. Khanna created a detailed list of all the Oracle
14 data centers, labs, and rooms that hold infrastructure equipment.
15 He gave the task to Mr. Sanjeev Khanna on a Friday and by Monday
16 had engaged Mr. Patchett because it was not completed. Mr.
17 Patchett indicated that OCI has no knowledge or input on this and
18 it would take months to figure out. At this point, Mr. Grayson
19 handed responsibility to Mrs. Whitney Normile. Mr. Grayson
20 indicated he told Mr. Magouryk it would be done quickly, and at
21 the time of this writing it is still not completed satisfactorily
22 as the scope is massive and involved many years of past parts
23 movement, with disparate tool sets. Mr. Grayson continued to
24 push on this, telling not only Mr. Patchett but the rest of the
25 teams involved that they’ve failed and Clay is not happy.
26 The same is true for Region Build software deployment activities.
27 Mr. Grayson took on the effort to drive software deployment
28 for Region Build, despite the fact that his organization does

1 not deploy Software or own any of the Software orchestration
2 Services. He did this to grow scope and look good to Mr.
3 Magouryk. Mr. Grayson shared with Mrs. Whitney Normile, not to
4 let Mr. Patchett give this responsibility away.

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

6 28. Over the next few months Mr. Patchett, Mr. Sanjeev
7 Khanna, and Mr. Maynard-Koran began to understand the actual
8 source of the toxicity at OCI. They witnessed several disturbing
9 events, including Mr. Magouryk telling Tushar Jain his actions
10 were "fucking stupid" in front of all the senior leaders at
11 OCI. Mr. Maynard-Koran also witnessed Mr. Grayson, while
12 drinking alcohol on a Zoom call with all of Mr. Maynard-Koran's
13 Organization, saying the OIT/GIT organization "sucked," and they,
14 "have no idea what they are doing." This was on a recorded Zoom
15 call.

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

26 30. Mr. Magouryk was also very toxic in email,
27 telling people, "I'm tired of this attitude and I find it
28 counterproductive," and telling them that "I think you should

1 go decide if you want to work together on this or be combative.
2 Let me know.”

3 31. Mr. Grayson reflected this attitude. He, on many
4 occasions, (typically in staff meetings that included Mr.
5 Patchett, Mr. Khanna, and Mr. Maynard-Koran), repeatedly stated
6 that Clay had told him to fire both Ed Crabbe and Martin
7 Machacek. Mr. Magouyrk was unimpressed by Mr. Machacek's work,
8 stating that Autonet (the product Mr. Machacek had built) was a
9 “piece of shit.” Mr. Grayson said he would fire the employee,
10 but then Mr. Magouyrk clarified: “you can't just fire him, but
11 you can have him carry rocks until he quits.” Soon after this,
12 Mr. Machacek was transferred to Mr. Maynard-Koran and Mr. Grayson
13 sent him a text message (which Mr. Maynard-Koran shared with
14 Plaintiff) stating, “How quick can Martin go?” While Plaintiff
15 supported a complete overhaul of the Network Automation stack
16 that Physical Networks used, and believed that Mr. Machacek
17 was not providing value, he felt that this passive aggressive
18 behavior was inappropriate and a perfect example of the toxic
19 culture that Mr. Grayson had asked Plaintiff to change. So
20 Plaintiff reached out to his Human Resources Business Partner,
21 Ms. Christina Tucker, and brokered a meeting with Mr. Grayson to
22 figure out how to handle this situation. Ms. Tucker asked for
23 any coaching or documentation that could show that Mr. Machacek
24 was underperforming. As Mr. Machacek reported to Mr. Grayson,
25 Mr. Maynard-Koran and Plaintiff had not been collecting this
26 information. Ms. Tucker stated that “we could just fire him.”
27 It was agreed that Mr. Machacek should be transferred back to Mr.
28 Grayson and Mr. Grayson should be the one to fire Mr. Machacek.

1 These steps did not take place until much later. This event is
2 also of note in that Plaintiff and Mr. Maynard-Koran had been
3 pushing for a complete overhaul of the Network Automation stack,
4 but several people, including Mr. Wayne Tucker, Mr. Ryan Gaffney,
5 Mr. Crabbe, and Mr. Shirodka, had all stated that this was not
6 needed and had already blocked Mr. Maynard-Koran from executing
7 on this vital step.

8 **The Sham Counseling/Performance Feedback**

9 32. Despite these examples-- which are just a sampling of
10 the gross displays of toxicity and impediments to Plaintiff's
11 ability to do the work he had been hired to do-- Plaintiff worked
12 tirelessly to deliver on Mr. Grayson's expectations to transform
13 the culture within the team, deliver better operational tooling,
14 support expansion needs within the data center during Covid-19,
15 to include the Zoom network expansion as well as rack expansion
16 globally. Plaintiff was continually met with obstruction by Mr.
17 Grayson.

18 33. Covid-19 caused a specific dilemma in India where a
19 technician may be placed into custody, jailed, or sequestered for
20 more than 30 days within a datacenter. Plaintiff worked with the
21 in-country legal and HR counsel as well as the local data center
22 provider to determine the Oracle staffing position. For the
23 safety of the staff and protection of the company the decision
24 was made to stop new rack installation in the Mumbai DC space
25 and keep the technicians working remotely. Mr. Grayson indicated
26 that Plaintiff did not have the necessary skillset, and could
27 not accept that response. Mr. Grayson attempted to subvert the
28 decision by creating his own narrative, and attempted to push

1 forward by going around Plaintiff. Plaintiff had to engage local
2 HR and Legal in both India and the U.S. to stop Mr. Grayson's
3 repeated attempts to put Oracle employees in Danger.

4 34. It is of note that Mr. Grayson was in the Navy for over
5 twenty years, however, he has only worked in the technology field
6 for less than five years. A large portion of that (19 months)
7 was managing a low voltage wiring team at Facebook, then six
8 months at AWS, and the remainder of that time has been at OCI.
9 Mr. Grayson did not have the technical background or experience
10 to lead the group he was in charge of at OCI. He was hired into
11 Oracle to be in charge of networking, but was removed due to
12 issues with legal and Amazon Web Services, only to be reinstated
13 after a certain time. Mr. Grayson's ability to hold engineers,
14 his highly technical peer group, as well Mr. Magouyrk accountable
15 for technical statements and feasibility; to be a good partner to
16 Mr. Magouyrk by helping him understand complex problems; or even
17 to be able to understand how his organization should function;
18 was severely limited. He was also not liked or respected by
19 the organization. In Mr. Yurie Rich's exit interview with Mr.
20 Maynard-Koran, Mr. Rich explained that he was leaving because,
21 "Tony has no idea what he is doing." This sentiment would later
22 be confirmed by the rest of the organization. The nickname Mr.
23 Grayson has among the staff is "Captain Chaos."

24 35. It is also of note that Mr. Shirodkar had been the
25 leader of Physical Networking. Mr. Shirodkhar had to be removed
26 due to, in Mr. Magouyrk's words: "an open rebellion by the whole
27 team." It is also important to note that Mr. Shirodkar had never
28 managed a Network Engineering and Operations team before. He had

1 written software for network devices at Cisco, and facilitated
2 the development of Network software at Amazon, mainly through
3 the purchase of the Cumulus network software. But Mr. Shirodkar
4 had never run a Network Engineering and Operations team and
5 was unaware of the complexities and embedded costs that these
6 organizations and networks create. Matt Ryanczak, who worked for
7 Mr. Shirodkar when he did run the Networking organization before
8 his removal, stated that Mr. Ryanczak had many “knock-down, drag
9 out fights with [Mr. Shirodkar.]”

10 36. It is also of note that when Plaintiff took over the
11 organization, Mr. Grayson had pre-identified personnel within
12 the organization that should be terminated immediately because
13 they “didn’t know what they were doing.” This included Director
14 of SW tooling Mr. Alex Hamilton, Sr, Director Kanaan Raj, Mr.
15 Linh LI, and Mr. Dom Fulford. Mr. Grayson’s feedback on these
16 personnel turned out to be based on the fact that they provided
17 technical pushback, or adjustment of timelines that were contrary
18 to directions Mr. Grayson was trying to push the team. This
19 pattern manifested as well towards Plaintiff, and Mr. Grayson’s
20 commentary to others related to the Plaintiff’s supposed
21 inability to understand “the big picture.”

22 37. Due to the increased pressure by the toxic groups
23 within Mr. Grayson’s organization, as well as strong pressure
24 from members of the Networking organization, Plaintiff’s HRBP
25 Christina Tucker suggested a “New Leadership Integration” (NLI)
26 session with the VP of Networking, Mr. Maynard-Koran, and his
27 leadership team. Being the open and transparent leader that he
28 is, Mr. Maynard-Koran agreed to this session. Before the NLI,

1 Mr. Grayson stopped talking to Mr. Maynard-Koran.

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

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

24 40. The results of the NLI were quite different from what
25 Mr. Grayson, and the people that pressured him, had expected.
26 Mr. Grayson was named as the number one threat to the Physical
27 Networking organization’s growth (section 12), primarily due to:

28 a. Mr. Grayson blindly trusting engineer feedback about

1 Plaintiff.

2 b. Mr. Grayson encouraging or permitting communications
3 breakdowns.

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

5 d. Mr. Grayson placing blame inappropriately.

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

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

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

14 41. The NLI session confirmed that Mr. Maynard-Koran's
15 and Plaintiff's approach to improving the work environment was
16 accepted by their teams, and that they were operating in an open
17 and fair fashion.

18 42. Despite the NLI showing that Mr. Grayson was the
19 problem, in one subsequent Slack message Mr. Grayson stated
20 "Circuits are a dumpster fire" because circuits were not
21 delivered on time to meet the date expectations, which Mr.
22 Grayson had changed and which were impossible to comply with.

23 43. In a follow-on 1:1 meeting with Ms. Lukenbill present,
24 Mr. Grayson admitted to threatening Mr. Maynard-Koran's job, but
25 also tried to say that he was not threatening it anymore because
26 it was not in the email he sent after the NLI. Coincidentally,
27 immediately after these sessions, Ms. Anikeeva informed Mr.
28 Maynard-Koran that Mr. Shirodkar would no longer work or meet

1 with Mr. Maynard-Koran.

2 44. Mr. Patchett, Mr. Khanna, and Mr. Maynard-Koran
3 continued to work together and collect information to make the
4 organization successful. Through this collaboration, they began
5 to find information that Mr. Grayson had been secretly planning
6 large changes to their organizations without working with them.
7 Mr. Grayson admitted to Mr. Patchett that this was because they
8 could not write successful documents that impressed Mr. Magouyrk,
9 and that these changes could “buy us a few more months.”

10 45. Upon hearing this, Mr. Patchett informed Mr. Khanna
11 and Mr. Maynard-Koran. They all agreed that Mr. Grayson was
12 actively creating a culture of fear, toxicity, and hostility.
13 They came to the determination that they had to reach out to HR
14 to make them aware of this. They did this as a last resort and
15 had worked very hard to avoid this, but they now believed this
16 was unavoidable. On August 30, 2020, the complaint was sent to
17 HR. An investigator, Ms. Melissa Nichols, was assigned to work
18 the investigation. A key part of this complaint was that HR had
19 actively been shielding Mr. Grayson and other senior leadership.
20 The complaint states, in pertinent part: “We have also been
21 told by our direct reports that they are afraid of going to HR
22 to report these problems because there is a perception that
23 HR is protecting Tony. They cite instances where people have
24 approached HR and no action was taken and then the person that
25 reported the problem was excluded or had responsibilities
26 taken away. While we have told our team members that we don’t
27 believe this is the case, we want to make you aware that this
28 is the perception of a large part of Tony’s organization and is

1 contributing to the culture of fear in Tony's org. We can also
2 say that when some of us have individually gone to our HRBP and
3 brought up these issues, Tony would later come to us and say, 'I
4 know you are all talking.' We, of course, are talking. We run
5 organizations that are all completely dependent on each other to
6 be successful. When Tony says 'I know you are all talking,' it
7 comes off more as a questioning/warning than encouragement for us
8 to work together, which is why we are asking for your help."

9 46. These observations were later proven to be true. Mr.
10 Patchett, Mr. Khanna, and Mr. Maynard-Koran were told by Ms.
11 Lukenbill that until the investigation was done, it would be
12 confidential and that not even Mr. Magouyrk would be aware of it.
13 However, Mr. Grayson's attitude immediately changed. He started
14 to put in place meetings to talk about culture and toxicity.
15 He started to pretend to support Plaintiff's and Mr. Maynard-
16 Koran's efforts to transform the organizations. Ms. Lukenbill
17 later informed Mr. Patchett, Mr. Khanna, and Mr. Maynard-Koran
18 that Mr. Magouyrk was immediately made aware of the investigation
19 due to the "seriousness of content of the letter." Mr. Magouyrk
20 had also been actively coaching Mr. Grayson how to successfully
21 avoid getting in trouble. It was also revealed by Ms. Nichols
22 that she intentionally did not contact all the personnel that
23 Mr. Patchett, Mr. Khanna, and Mr. Maynard-Koran had identified
24 that could corroborate the information in the letter, nor did
25 she investigate all the claims, stating that it was too hard for
26 her to understand and that she didn't have enough time. The
27 investigation took over two months, completing on November 4,
28 2020.

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

24 48. More importantly, although not in the written report,
25 both Ms. Nichols and Ms. Lukenbill stated that the environment
26 was toxic and hostile, but that Mr. Grayson was not the source of
27 the problem. Ms. Nichols indicated that Mr. Grayson was probably
28 just emulating other senior leaders, and Ms. Lukenbill used the

1 phrase “monkey see, monkey do.” It is interesting that Oracle
2 took no further action on Mr. Grayson even though they recognized
3 his active enabling of toxicity.

4 49. During the months prior, Mr. Crabbe had given his
5 resignation, but then talked to Mr. Grayson and decided to stay
6 on at OCI. Mr. Grayson would not reveal what he had said to Mr.
7 Crabbe to make him stay. Several people approached Plaintiff
8 stating that Mr. Crabbe had been promised by Mr. Grayson and
9 Mr. Shirodkar that Mr. Maynard-Koran would be fired, and that
10 is the reason Mr. Crabbe stayed. When asked by Mr. Patchett,
11 Mr. Khanna, and Mr. Maynard-Koran about Mr. Crabbe’s reason for
12 staying, and how Mr. Grayson expected him to stop being so toxic,
13 Mr. Grayson stated (in front of Ms. Lukenbill) that he, again,
14 would not reveal why he stayed, and that Mr. Crabbe was receiving
15 “coaching.” This seemed very odd to every one of Mr. Grayson’s
16 direct reports, especially after promising Plaintiff that Mr.
17 Crabbe would “rage quit” in an effort to get him to leave. Mr.
18 Grayson refuted the idea that Mr. Crabbe stayed because he was
19 promised Mr. Maynard-Koran would be fired, but again would not
20 reveal why he stayed.

21 **Buildup to Termination**

22 50. In the weeks prior to Mr. Patchett’s termination, Mr.
23 Grayson began to act strangely. In several meetings in which the
24 topic was the strategic direction that should be set for Build
25 vs. Buy vs. Lease data centers, Mr Grayson went out of his way,
26 several times to say “Aren’t you part of ServerDomes?” and, “I
27 know you’re not a fan of modular DC’s but I’m talking to Compass
28 and CloudHQ, I think they get it.” This of course makes sense

1 now, as it's clear Mr. Grayson has been working to remove Mr.
2 Patchett from the picture by trumping up charges of a conflict of
3 interest and/or bribery regarding ServerDomes.

4 51. It should be noted that Mr. Patchett's involvement with
5 ServerDomes was been in place for at least three years. In that
6 time, Mr. Patchett has not received any financial compensation
7 in any form, nor has there been a formal approval or agreement
8 assigning Mr. Patchett to the board. Mr. Patchett is simply an
9 advisor in a technical capacity as a member of the data center
10 community. Also, there have been no transactions, financial or
11 otherwise, between ServerDomes and Oracle. Further, ServerDomes
12 has an NDA with Oracle as there had been an onsite meeting with
13 Mr. Tony Grayson, Sanjeev Khanna, and Ken Patchett introducing
14 the ServerDomes concept to Mr. Grayson on Dec. 3rd, 2019.

15 52. This trumped-up bribery charge is further manifested
16 by the profound organizational changes planned by Mr. Grayson.
17 He did not engage Mr. Patchett, Mr. Khanna, or Mr. Maynard-Koran
18 to make these changes. Instead, he leveraged the Chief of Staff
19 for Mr. Patchett, Vita Sheehy. Ms. Sheehy was a hire originally
20 made by Mr. Grayson to replace Svetlana Anikeeva. However, Mr.
21 Grayson simply ignored Ms. Sheehy. Mr. Patchett brought Ms.
22 Sheehy into his organization where he was able to promote her
23 to a Director level and give her responsibility for Business
24 Operations. The structure of all three VP's organizational and
25 reporting was fundamentally changed:

26 a. The Scope of Mr. Khanna's role went from 100+ reporting
27 personnel to approximately 21 overnight, and the scope of work
28 was limited to Contracts and Site Selection. It should be

1 noted the Mr. Khanna came from within Oracle to Mr. Grayson's
2 organization and is a friend of Clay Magouryk.

3 b. Mr. Patchett's organization stayed similar in size,
4 however, the Tools organization, Audit and Compliance, and Asset
5 Management were removed from Mr. Patchett's scope and he was
6 given Region Build. It should be noted that Mr. Grayson was well
7 aware the Mr. Patchett had fundamental technical disagreements of
8 the scope of the Region Build team. This effort is clearly more
9 in line with the constructive discharge *modus operandi* prevalent
10 within OCI, in that Mr. Grayson was taking a line from Mr.
11 Magouryk and making Mr. Patchett "carry rocks until he quits."
12 But he didn't get to quit because of the false bribery charges.

13 c. Mr. Maynard-Koran and the entire Networking
14 organization were moved to report to Vithal Shirodkar, and then
15 Mr. Maynard-Koran was terminated for alleged performance issues
16 within several weeks.

17 d. The Physical Networking team was also asked to re-
18 present the OPCaaFCC citizen plan. Mr. Shirodkar revealed that
19 Mr. Magouryk had seen the plan and, "barfed all over it." He
20 also related that Mr. Magouryk had received Mr. Beeswanger's
21 communication supporting the plan and felt that we had "gone
22 outside the organization" to get support for it. This was odd
23 in that Mr. Beeswanger's group was the customer of this service
24 and had only agreed to letting OCI take it over with the express
25 expectation that it would be managed appropriately. It was also
26 odd that after a discussion with Mr. Magouryk, Mr. Beeswanger
27 wrote, "[Mr. Magouryk] did express that he was unaware of any
28 problems with OPC, and specifically the network, so I suspect you

1 will need to walk him through the current state in order to truly
2 justify the investment.” This is strange in that Mr. Magouyrk
3 was briefed on this weekly and was fully aware of the issues and
4 contractual violations in the OPC network.

5 53. Mr. Shirodkar also tried to sabotage Plaintiff by
6 directing that the Physical Networking org should not “...
7 send emails outside of Clay’s org without talking to him first.
8 Didn’t like finding out about the SaaS issue.” Mr. Papen asked,
9 “so we should just let OPC burn to the ground?” To which Mr.
10 Shirodkar responded, “Yes.” Mr. Maynard-Koran related to Mr.
11 Patchett a realization that an unusual question Mr. Shirodkar
12 had asked in the interview process, “how do you keep secrets?”
13 related to situations like this. That is, Mr. Shirodkar and Mr.
14 Magouyrk were willing to *deliberately withhold information* from
15 other parts of Oracle, *and Oracle’s customers*, that Oracle was
16 in violation of its contractual obligations and risking losing
17 *billions of dollars in revenue*.

18 54. The suppression of such information is certainly
19 illegal under the law of government contracting, including
20 but not limited to the law of false statements (18 U.S.C. sec.
21 1001) as well as, potentially, major fraud against the United
22 States (18 U.S.C. sec. 1031), due to the sheer size and scale of
23 Oracle’s government contracts. Please note: my investigation is
24 so far limited to materials Plaintiff actually has now; in the
25 lawsuit, I fully expect document production and depositions of
26 key Oracle personnel, which are expected to reveal, *increase*,
27 and/or refine the scope of the potential violations of law
28 observed by Plaintiff and that he and others reported internally.

1 55. Of note, OPC has many important customers using that
2 infrastructure: UBS, GAP, and even Pfizer. All three of these
3 customers had massive outages due to the age and state of the
4 equipment, and due to Mr. Shirodkar's team making changes to the
5 virtual networking systems that made them run. In one instance,
6 bad equipment caused UBS to fail to close their financial quarter
7 on time, and UBS had the right to ask for triple SLA penalties
8 in their contract. In another, a change to a virtual networking
9 system stopped GAP from being able to process payments during
10 the holidays-- a critical time for retailers. Finally, Pfizer
11 was directly impacted when T-Mobile deployed new services into
12 IAD35. The traffic from T-Mobile's deployment impacted Pfizer's
13 ability to upload data to the U.S. government to receive approval
14 for their COVID-19 vaccine. But for the heroic efforts of the
15 Physical Networking team, this approval would not have been
16 granted. Even with those Herculean efforts, this incident did
17 delay Pfizer's approval and could expose Oracle to litigation
18 from Pfizer, in addition to the impact on actual human lives.

19 56. The fact that Mr. Shirodkar did not care about this
20 was appalling. He did agree to some work in the OPC data
21 centers, but not the ones that would have fixed any of the issues
22 described above. Plaintiff and his team were only permitted
23 to work on ORD13 and only for PCI compliance reasons, U.S.
24 Government, and U.K. Government data centers. They were directed
25 to rebuild the plan to only do that.

26 57. This is also strange because Mr. Magouyrk had told
27 all engineering leaders to stop developing new features and work
28 on a project commonly called "Region in a Day" so that Oracle

1 could deploy more public and private data centers. However, the
2 revenue for this was still exceptionally low in comparison to the
3 \$7B in revenue that was generated by OPC. The only difference
4 is that Mr. Magouyrk is not responsible for the \$7B in revenue
5 for OPC-- Mr. Beeswanger's group is. That is why Mr. Magouyrk
6 and Mr. Shirodkar would put so many resources behind the "Region
7 in a Day" project, and not on meeting the *existing contractual*
8 *obligations of supporting OPC regions*.

9 58. Mr. Shirodkar also directed the Physical Networking
10 team to work with Ms. Sammi Merkulov on the transition of OPC
11 customers into OCI. Ms. Merkulov had informed leadership that
12 this transition would take 12 months. However, after Plaintiff
13 worked with her team, she had to restate the timeline to over
14 three years. Three more years of neglect to these data centers
15 would have been catastrophic. However, the Physical Networking
16 team put together the plan as directed. Mr. Shirodkar reviewed
17 the plan and gave his approval. Despite this, Mr. Shirodkhar had
18 by then already decided to fire Plaintiff.

19 59. On January 11, 2021, in a scheduled 1:1 at 6 p.m.
20 Central Time, Mr. Maynard-Koran was fired. Soon thereafter,
21 Mr. Patchett was fired. The timing is very suspicious, in that
22 shortly after the whistleblowing and HR complaints, both of these
23 individuals were fired. They had joined Oracle with promises of
24 remedying the toxic culture, and that is all they have in common
25 besides witnessing Mr. Grayson's bad behavior and potential
26 violations of law.

27 60. Mr. Patchett has been offered five weeks' severance.
28 By every measure, Mr. Patchett improved the Physical Data

1 Center Services team both in delivery, and in culture. Mr.
2 Patchett's leadership was aware of his advisory affiliation with
3 ServerDomes, as was the entire leadership organization under Tony
4 Grayson. It is only after the whistleblower escalation into Tony
5 Grayson and the OCI toxic culture concluded that the wheels were
6 set in motion to remove Mr. Patchett and Mr. Maynard-Koran from
7 OCI and to limit the scope of Mr. Sanjeev Khanna.

8 61. These actions were direct and planned retaliation that
9 was coordinated by Mr. Magouyrk, Mr. Grayson, and Mr. Shirodkar,
10 and facilitated by the Oracle HR organization. Even if Mr.
11 Shirodkar was unaware of the HR complaint made by Mr. Maynard-
12 Koran, Mr. Patchett, and Mr. Khanna, it was Mr. Magouyrk who
13 forced the issue of Physical Networking moving to Mr. Shirodkar's
14 team. Mr. Magouyrk did this knowing that Mr. Shirodkar would
15 terminate Mr. Maynard-Koran, and he used that knowledge to
16 retaliate against Mr. Maynard-Koran and Mr. Patchett for
17 reporting potential violations of law internally.

18 62. Mr. Grayson not only knew about Mr. Patchett's work
19 with ServerDomes, but he also encouraged Mr. Patchett to continue
20 looking into ways that a smaller data center footprint could
21 become a viable business model for OCI. Mr. Grayson indicated
22 no concern whatsoever over the last sixteen months of any
23 affiliation.

24 63. We can already prove that Plaintiff was fraudulently
25 enticed to come to Oracle, and that Oracle retaliated against
26 him for reporting the appalling and at times unlawful behavior
27 of Mr. Grayson and his colleagues. There are hundreds of
28 documents, numerous eyewitness accounts, a number of authorized

1 Zoom recordings, Slack messages, text messages, and emails
2 that prove all of the above. Incredibly, there are even more
3 situations that are not described herein that violate Oracle's
4 Code of Conduct and Ethics. We ask that you put a litigation
5 hold on all records. We believe that these claims can also be
6 taken to the NLRB as Mr. Patchett, Mr. Khanna, and Mr. Maynard-
7 Koran have whistleblower protection here under various state
8 and Federal laws. On top of Plaintiff's and Mr. Maynard-
9 Koran's terminations, Mr. Khanna has lost over 60% of his
10 organization, and now Mr. Patchett has been fired after being
11 mysteriously investigated for alleged bribery and for purportedly
12 not disclosing his relationship with ServerDomes. All of this
13 occurred after the three individuals made the internal complaint
14 against Mr. Grayson. Oracle is clearly protecting a toxic Senior
15 Vice President at the expense of Oracle and its customers as
16 well.

17 **Post-Termination Discoveries**

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

22 65. It was only after the departure that Plaintiff pieced
23 together the various conversations he had during his time with
24 Oracle that showed key executives' awareness of the problem, and
25 the fact that Plaintiff was fired just before his cliff date
26 in order to reclaim the RSU's allocated to him. Those RSU's
27 were, of course, promised to Plaintiff without the company ever
28 disclosing that he would never receive them.

1 **FIRST CAUSE OF ACTION**

2 **WRONGFUL TERMINATION**

3 (Kenneth Patchett individually vs. all Defendants)

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

6 67. Plaintiff and Defendant had a contract of employment
7 that was at-will, but that the parties agreed would not be
8 terminated for arbitrary and capricious reasons, or unlawful
9 reasons, consistent with the law of wrongful termination.

10 68. Despite the agreement, Defendant terminated Plaintiff's
11 employment for arbitrary and capricious or unlawful reasons,
12 in violation of the wrongful termination law. Additionally,
13 Plaintiff's age was a factor in the termination decision, in
14 violation of law.

15 69. Wherefore, Plaintiff prays for special damages
16 according to proof.

17 **SECOND CAUSE OF ACTION**

18 **RETALIATION/WHISTLEBLOWING**

19 (Kenneth Patchett individually vs. all Defendants)

20 70. Plaintiff incorporates the above paragraphs by
21 reference.

22 71. Plaintiff reported behavior internally that he believed
23 was illegal, or which was otherwise protected whistleblowing
24 under State and Federal law.

25 72. Defendant fired Plaintiff because he reported the
26 illegal behavior.

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

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- 3. Punitive damages according to proof.
- 4. Attorney fees to the extent permitted by law.
- 5. Costs of suit.

Date: March 8, 2021

Andrew G. Watters

Andrew G. Watters, Esq.
Attorney for Plaintiff
Kenneth Patchett

Exhibit A

August 16, 2019

Ken Patchett
1594 NW Farewell Drive
Bend, Oregon 97703

Dear Ken,

We are pleased to offer you the position of Vice President, Data Center Services with Oracle America, Inc. reporting to Tony Grayson. We are offering you a starting base salary at an annual rate of \$310,000. You will be eligible to participate in the corporate bonus plan for your position.

In addition, you will be eligible for a \$300,000 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 \$300,000 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 \$300,000 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 40,000 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.

If you accept this offer, Oracle has agreed to pay up to \$75,000 of your relocation costs under our Relocation Program up to twelve months from your start date.

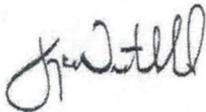
This offer of employment is contingent upon your satisfactory completion in Oracle's pre-employment background screening process, which will include education and employment verification as well as a criminal records search.

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 Allen Marine at 919-903-9337. This offer remains open until August 23, 2019.

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

Sincerely,



Joyce E. Westerdahl
Executive Vice President, Human Resources

Enclosure: New Employee Packet

AGREED AND ACKNOWLEDGED:

Ken Patchett

Date:

PRIVACY ACT STATEMENT: Under the Privacy Act of 1974, Pub. Law 93-579, authority to request personal data and its uses are:

1. **FORM NUMBER/TITLE/DATE.** EEOC Form 5, Charge of Discrimination (11/09).
2. **AUTHORITY.** 42 U.S.C. 2000e-5(b), 29 U.S.C. 211, 29 U.S.C. 626, 42 U.S.C. 12117, 42 U.S.C. 2000ff-6.
3. **PRINCIPAL PURPOSES.** The purposes of a charge, taken on this form or otherwise reduced to writing (whether later recorded on this form or not) are, as applicable under the EEOC anti-discrimination statutes (EEOC statutes), to preserve private suit rights under the EEOC statutes, to invoke the EEOC's jurisdiction and, where dual-filing or referral arrangements exist, to begin state or local proceedings.
4. **ROUTINE USES.** This form is used to provide facts that may establish the existence of matters covered by the EEOC statutes (and as applicable, other federal, state or local laws). Information given will be used by staff to guide its mediation and investigation efforts and, as applicable, to determine, conciliate and litigate claims of unlawful discrimination. This form may be presented to or disclosed to other federal, state or local agencies as appropriate or necessary in carrying out EEOC's functions. A copy of this charge will ordinarily be sent to the respondent organization against which the charge is made.
5. **WHETHER DISCLOSURE IS MANDATORY; EFFECT OF NOT GIVING INFORMATION.** Charges must be reduced to writing and should identify the charging and responding parties and the actions or policies complained of. Without a written charge, EEOC will ordinarily not act on the complaint. Charges under Title VII, the ADA or GINA must be sworn to or affirmed (either by using this form or by presenting a notarized statement or unsworn declaration under penalty of perjury); charges under the ADEA should ordinarily be signed. Charges may be clarified or amplified later by amendment. It is not mandatory that this form be used to make a charge.

NOTICE OF RIGHT TO REQUEST SUBSTANTIAL WEIGHT REVIEW

Charges filed at a state or local Fair Employment Practices Agency (FEPA) that dual-files charges with EEOC will ordinarily be handled first by the FEPA. Some charges filed at EEOC may also be first handled by a FEPA under worksharing agreements. You will be told which agency will handle your charge. When the FEPA is the first to handle the charge, it will notify you of its final resolution of the matter. Then, if you wish EEOC to give Substantial Weight Review to the FEPA's final findings, you must ask us in writing to do so within 15 days of your receipt of its findings. Otherwise, we will ordinarily adopt the FEPA's finding and close our file on the charge.

NOTICE OF NON-RETALIATION REQUIREMENTS

Please **notify** EEOC or the state or local agency where you filed your charge **if retaliation is taken against you or others** who oppose discrimination or cooperate in any investigation or lawsuit concerning this charge. Under Section 704(a) of Title VII, Section 4(d) of the ADEA, Section 503(a) of the ADA and Section 207(f) of GINA, it is unlawful for an *employer* to discriminate against present or former employees or job applicants, for an *employment agency* to discriminate against anyone, or for a *union* to discriminate against its members or membership applicants, because they have opposed any practice made unlawful by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the laws. The Equal Pay Act has similar provisions and Section 503(b) of the ADA prohibits coercion, intimidation, threats or interference with anyone for exercising or enjoying, or aiding or encouraging others in their exercise or enjoyment of, rights under the Act.

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.