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8   UNITED STATES DISTRICT COURT

9   NORTHERN DISTRICT OF CALIFORNIA

               OAKLAND DIVISION

10   ORACLE USA, INC., *et al.*,   Case No. 07-CV-01658 PJH (EDL)

11   Plaintiffs,   **[REVISED PROPOSED] JUDGMENT**

12   v.
                                                     Judge: Hon. Phyllis J. Hamilton
      SAP AG, *et al.*,
13
                Defendants.
14

15   Trial commenced in this matter on November 1, 2010. Pursuant to the jury's verdict on

16   November 23, 2010 (Dkt. No. 1004), Amended Trial Stipulation and Order No. 1 Regarding

17   Liability, Dismissal of Claims, Preservation of Defenses, and Objections to Evidence at Trial

18   (Dkt. No. 965), and Additional Trial Stipulation and Order Regarding Claims for Damages and

19   Attorneys Fees (Under Seal at Dkt. No. 969), IT IS HEREBY ADJUDGED AND ORDERED

20   that:

21   (1)   JUDGMENT is entered against Defendants SAP AG, SAP America, Inc., and

22   TomorrowNow, Inc. ("Defendants") on Plaintiff Oracle International

23   Corporation's claim for copyright infringement, and Plaintiff Oracle

24   International Corporation shall recover from Defendants, jointly and

25   severally, (a) the amount of $1.3 billion ($1,300,000,000); and

26   (b) prejudgment interest in the amount of $211,662,935.

27   (2)   The parties have stipulated and the Court has so ordered that Defendants shall

28   pay (and have paid) Plaintiffs Oracle USA, Inc., Oracle International

                                         1   Case No. 07-CV-01658 PJH (EDL)

                                       JUDGMENT

1		Corporation, and Siebel Systems, Inc. (collectively, "Oracle" or "Plaintiffs")
2		$120 million ($120,000,000) for Oracle's past and future reasonable attorneys
3		fees and costs (including investigative costs) associated with Oracle's
4		investigation and prosecution of its claims in this case.
5	(3)	JUDGMENT is entered in favor of Oracle against Defendant TomorrowNow,
6		Inc. on all liability for all claims, including for violations of 18 U.S.C.
7		§§ 1030(a)(2)(C), (a)(4), (a)(5)(i), (a)(5)(ii), and (a)(5)(iii) (the Federal
8		Computer Fraud and Abuse Act) and California Penal Code §§ 502(c)(2),
9		(c)(3), (c)(6) and (c)(7) (California's Computer Data Access and Fraud Act),
10		breach of contract, intentional interference, negligent interference, unfair
11		competition, trespass to chattels, unjust enrichment/restitution, and for an
12		accounting, without separate monetary damages or monetary relief, including
13		punitive damages, by way of these claims.
14	(4)	Pursuant to 17 U.S.C. § 503, within 30 days of final of entry of judgment,
15		Defendants, at their own expense, shall make such disposition as Oracle
16		requests of all of Defendants' infringing materials, including all of Oracle's
17		confidential, proprietary, and copyrighted software and support materials and
18		any derivative works or other partial or modified components of any Oracle
19		Registered Work, based in or containing in whole or in part Oracle's
20		copyrighted materials. Defendants shall certify in writing within 10 calendar
21		days of completion of such disposition that it is full and complete. Oracle
22		shall have the right to physically monitor and attend the disposition in person
23		with any representatives it may choose.
24		

DATED: December ___, 2010

By:_____

Hon. Phyllis J. Hamilton
United States District Court Judge