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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

ORACLE USA, INC., *et al.*,
Plaintiffs,
v.
SAP AG, *et al.*,
Defendants.

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

[PROPOSED] JUDGMENT

Judge: Hon. Phyllis J. Hamilton

Trial commenced in this matter on November 1, 2010. Pursuant to the jury’s verdict on November 23, 2010 (Dkt No. 1004); Order Granting Motion to Dismiss in Part and Denying It in Part (Dkt. No. 224); Order Re Motions For Partial Summary Judgment (Dkt. No. 762); Amended Trial Stipulation and Order No. 1 Regarding Liability, Dismissal of Claims, Preservation of Defenses, and Objections to Evidence at Trial (Dkt. No. 965); and Additional Trial Stipulation and Order Regarding Claims for Damages and Attorneys Fees (Under Seal at Dkt. No. 969), IT IS HEREBY ADJUDGED AND ORDERED that:

- (1) JUDGMENT is entered against Defendant TomorrowNow, Inc. on Plaintiff Oracle International Corporation’s claim for direct copyright infringement and against Defendants SAP AG and SAP America, Inc. on Plaintiff Oracle International Corporation’s claims for indirect copyright infringement. Plaintiff Oracle International Corporation shall recover from Defendants SAP AG, SAP America, Inc., and TomorrowNow, Inc. (“Defendants”) jointly and severally, the amount of \$1.3 billion (\$1,300,000,000).

1 (2) The parties have stipulated and the Court has so ordered that Plaintiffs Oracle
2 USA, Inc., Oracle International Corporation, and Siebel Systems, Inc.
3 (collectively, “Oracle” or “Plaintiffs”) are fully satisfied by Defendants
4 payment of \$120 million (\$120,000,000) for Oracle’s past and future
5 reasonable attorneys fees and costs (including investigative costs) associated
6 with Oracle’s investigation and prosecution of its claims in this case.

7 (3) JUDGMENT is entered in favor of Oracle against Defendant TomorrowNow,
8 Inc. on all liability for all claims, including for violations of 18 U.S.C.
9 §§ 1030(a)(2)(C), (a)(4), (a)(5)(i), (a)(5)(ii), and (a)(5)(iii) (the Federal
10 Computer Fraud and Abuse Act) and California Penal Code §§ 502(c)(2),
11 (c)(3), (c)(6) and (c)(7) (the California’s Computer Data Access and Fraud
12 Act), breach of contract, intentional interference, negligent interference,
13 unfair competition, trespass to chattels, unjust enrichment/restitution, and for
14 an accounting, and in view of Oracle’s stipulation and the Court’s Order (Dkt.
15 No. 969), it is ordered that Oracle take no monetary damages or monetary
16 relief, including punitive damages, by way of these claims.

17 (4) JUDGMENT of dismissal with prejudice is entered in favor of Defendants
18 SAP AG and SAP America, Inc. on Oracle’s claims for violations of 18
19 U.S.C. §§ 1030(a)(2)(C), (a)(4), (a)(5)(i), (a)(5)(ii), and (a)(5)(iii) (the Federal
20 Computer Fraud and Abuse Act) and California Penal Code §§ 502(c)(2),
21 (c)(3), (c)(6) and (c)(7) (the California’s Computer Data Access and Fraud
22 Act), breach of contract, intentional interference, negligent interference,
23 unfair competition, trespass to chattels, unjust enrichment/restitution, and for
24 an accounting.

25 (5) JUDGMENT of dismissal is entered in favor of Defendants dismissing all
26 claims brought by Oracle Systems Corporation, Oracle EMEA Ltd. and J.D.
27 Edwards Europe.

28 (6) Pursuant to 17 U.S.C. § 503, within 90 days of final disposition of this matter,

1 including disposition of a writ of certiorari before Supreme Court or any
2 related proceeding arising out of the facts of this matter, whichever is later,
3 Defendant TomorrowNow, Inc., at its own expense, shall direct the
4 destruction of all of the infringing materials in its possession or control,
5 including all of Oracle's confidential, proprietary, and copyrighted software
6 and support materials and any derivative works or other partial or modified
7 components of any Oracle Registered Work, based in or containing in whole
8 or in part Oracle's copyrighted materials. Defendant TomorrowNow shall
9 certify in writing within 10 calendar days of completion of such destruction
10 that it is full and complete. Oracle shall have the right to physically monitor
11 and attend the destruction in person with any representatives it may choose.

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13 DATED: December ____, 2010

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15 By: _____
16 Hon. Phyllis J. Hamilton
17 United States District Court Judge
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