

# **EXHIBIT D**

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 16 Oracle EMEA Limited

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

20 ORACLE USA, INC., *et al.*,  
 21 Plaintiffs,  
 22 v.  
 23 SAP AG, *et al.*,  
 24 Defendants.

CASE NO. 07-CV-01658 PJH (EDL)

**PLAINTIFFS' RESPONSES AND  
 OBJECTIONS TO DEFENDANTS'  
 FIFTH SET OF INTERROGATORIES**

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

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**INTERROGATORY NO. 25:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in YOUR responses to Interrogatory Nos. 22 and 23.

**RESPONSE TO INTERROGATORY NO. 25:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks disclosure of information protected from discovery by any privilege, protection or immunity, including but not limited to attorney-client privilege and work product protection. Oracle objects to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

Subject to and without waiver of the foregoing General and Specific objections, Oracle incorporates its response to Interrogatory Nos. 22-24 as if set forth here in full. Oracle further responds that, as a result of the conduct described in response to Interrogatory Nos. 22-23, Defendants have violated agreements with Oracle and induced customers to violate agreements

1 with Oracle, including the Customer Connection Terms of Use, the Special Terms of Use, the  
2 SAR legal restrictions, and/or the Legal Download Agreement, in ways that do not solely involve  
3 copying, distribution, public display or creation of a derivative work.

4 While Oracle objects to any premature recitation of its damages calculation, which will  
5 be provided during expert discovery, Defendants' illegal conduct has harmed Oracle in many  
6 ways, including at least the following:

- 7 • Lost, diminished or delayed current and prospective customer revenues and profits,  
8 including as it relates to support and maintenance and software applications licensing;
- 9 • Harmed current and prospective customer relationships, even though they did not result  
10 in a loss of a customer support contract or software licensing;
- 11 • Devaluation of Oracle's intellectual property and other intangible assets and Oracle's  
12 investment in the development and/or purchase of the same, including downward  
13 pressure on the value of licenses for, harm to the confidential nature of, minimized  
14 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
15 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
16 same;
- 17 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
18 illegal conduct;
- 19 • Harm to Oracle's overall market cap;
- 20 • Harm and impairment to Oracle's customer support websites and underlying customer  
21 support data, including impaired access to the same by Oracle and its legitimate  
22 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
23 customers for the purposes for which they were intended, including to improve Oracle's  
24 customer support processes, and harm to the functionality of these systems; and,
- 25 • Costs associated with investigating, mitigating (including for example lowered prices,  
26 time and effort to retain customers or to address reputational harm) and litigating against  
27 all these activities.

28 Some of the above types of harm include elements that are irreparable in nature. Further,

1 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
2 expert opinion, which shall be provided at the appropriate time.

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**INTERROGATORY NO. 30:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in YOUR responses to Interrogatory Nos. 27 and 28.

**RESPONSE TO INTERROGATORY NO. 30:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks disclosure of information protected from discovery by any privilege, protection or immunity, including but not limited to attorney-client privilege and work product protection. Oracle objects to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

Subject to and without waiver of the foregoing General and Specific objections, Oracle incorporates its response to Interrogatory Nos. 22 & 27-29 as if set forth here in full. Oracle further responds that, as a result of the conduct described in response to Interrogatory Nos. 27-28, Defendants have violated agreements with Oracle and induced customers to violate agreements with Oracle, including the Customer Connection Terms of Use, the Special Terms of Use, the SAR legal restrictions, and/or the Legal Download Agreement, in ways that do not solely involve copying, distribution, public display or creation of a derivative work.

1 While Oracle objects to any premature recitation of its damages calculation, which will  
2 be provided during expert discovery, Defendants' illegal conduct has harmed Oracle in many  
3 ways, including at least the following:

- 4 • Lost, diminished or delayed current and prospective customer revenues and profits,  
5 including as it relates to support and maintenance and software applications licensing;
- 6 • Harmed current and prospective customer relationships, even though they did not result  
7 in a loss of a customer support contract or software licensing;
- 8 • Devaluation of Oracle's intellectual property and other intangible assets and Oracle's  
9 investment in the development and/or purchase of the same, including downward  
10 pressure on the value of licenses for, harm to the confidential nature of, minimized  
11 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
12 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
13 same;
- 14 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
15 illegal conduct;
- 16 • Harm to Oracle's overall market cap;
- 17 • Harm and impairment to Oracle's customer support websites and underlying customer  
18 support data, including impaired access to the same by Oracle and its legitimate  
19 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
20 customers for the purposes for which they were intended, including to improve Oracle's  
21 customer support processes, and harm to the functionality of these systems; and,
- 22 • Costs associated with investigating, mitigating (including for example lowered prices,  
23 time and effort to retain customers or to address reputational harm) and litigating against  
24 all these activities.

25 Some of the above types of harm include elements that are irreparable in nature. Further,  
26 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
27 expert opinion, which shall be provided at the appropriate time.

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**INTERROGATORY NO. 41:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in YOUR response to Interrogatory No. 39.

**RESPONSE TO INTERROGATORY NO. 41:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks disclosure of information protected from discovery by any privilege, protection or immunity, including but not limited to attorney-client privilege and work product protection. Oracle objects to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

Subject to and without waiver of the foregoing General and Specific objections, Oracle incorporates its response to Interrogatory Nos. 39-40 as if set forth here in full. Oracle further responds that, as a result of the conduct described in response to Interrogatory No. 39, Defendants have interfered with Oracle’s current or prospective customer relationships, in ways that do not solely involve copying, distribution, public display or creation of a derivative work.

While Oracle objects to any premature recitation of its damages calculation, which will be provided expert discovery, Defendants’ illegal conduct has harmed Oracle in many ways, including at least the following:

- Lost, diminished or delayed current and prospective customer revenues and profits, including as it relates to support and maintenance and software applications licensing;
- Harmed current and prospective customer relationships, even though they did not result in a loss of a customer support contract or software licensing;
- Devaluation of Oracle’s intellectual property and other intangible assets and Oracle’s investment in the development and/or purchase of the same, including downward pressure on the value of licenses for, harm to the confidential nature of, minimized competitive advantages regarding, destruction of Oracle’s exclusive exploitation of and



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remuneration of, and the denial of Oracle's licensing rights and revenues regarding the same;

- Loss of goodwill and reputational harm and costs associated with addressing Defendants' illegal conduct;
- Harm to Oracle's overall market cap;
- Harm and impairment to Oracle's customer support websites and underlying customer support data, including impaired access to the same by Oracle and its legitimate customers, harm to Oracle's control of and the ability to use the same by Oracle and its customers for the purposes for which they were intended, including to improve Oracle's customer support processes, and harm to the functionality of these systems; and,
- Costs associated with investigating, mitigating (including for example lowered prices, time and effort to retain customers or to address reputational harm) and litigating against all these activities.

Some of the above types of harm include elements that are irreparable in nature. Further, calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to expert opinion, which shall be provided at the appropriate time.

**INTERROGATORY NO. 42:**

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22 **INTERROGATORY NO. 45:**

23 DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in  
24 YOUR response to Interrogatory No. 43.

25 **RESPONSE TO INTERROGATORY NO. 45:**

26 In addition to its General Objections, which Oracle incorporates here by reference, Oracle  
27 objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that  
28 they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks

1 disclosure of information protected from discovery by any privilege, protection or immunity,  
2 including but not limited to attorney-client privilege and work product protection. Oracle objects  
3 to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

4 Subject to and without waiver of the foregoing General and Specific objections, Oracle  
5 incorporates its response to Interrogatory Nos. 43-44 as if set forth here in full. Oracle further  
6 responds that, as a result of the conduct described in response to Interrogatory No. 43,  
7 Defendants have interfered with Oracle's current or prospective customer relationships, in ways  
8 that do not solely involve copying, distribution, public display or creation of a derivative work.

9 While Oracle objects to any premature recitation of its damages calculation, which will  
10 be provided during expert discovery, Defendants' illegal conduct has harmed Oracle in many  
11 ways, including at least the following:

- 12 • Lost, diminished or delayed current and prospective customer revenues and profits,  
13 including as it relates to support and maintenance and software applications licensing;
- 14 • Harmed current and prospective customer relationships, even though they did not result  
15 in a loss of a customer support contract or software licensing;
- 16 • Devaluation of Oracle's intellectual property and other intangible assets and Oracle's  
17 investment in the development and/or purchase of the same, including downward  
18 pressure on the value of licenses for, harm to the confidential nature of, minimized  
19 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
20 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
21 same;
- 22 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
23 illegal conduct;
- 24 • Harm to Oracle's overall market cap;
- 25 • Harm and impairment to Oracle's customer support websites and underlying customer  
26 support data, including impaired access to the same by Oracle and its legitimate  
27 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
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customers for the purposes for which they were intended, including to improve Oracle's customer support processes, and harm to the functionality of these systems; and,

- Costs associated with investigating, mitigating (including for example lowered prices, time and effort to retain customers or to address reputational harm) and litigating against all these activities.

Some of the above types of harm include elements that are irreparable in nature. Further, calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to expert opinion, which shall be provided at the appropriate time.

**INTERROGATORY NO. 46:**

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**INTERROGATORY NO. 49:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in YOUR response to Interrogatory No. 47.

**RESPONSE TO INTERROGATORY NO. 49:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks disclosure of information protected from discovery by any privilege, protection or immunity, including but not limited to attorney-client privilege and work product protection. Oracle objects to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

Subject to and without waiver of the foregoing General and Specific objections, Oracle incorporates its response to Interrogatory Nos. 47-48 as if set forth here in full. Oracle further responds that, as a result of the conduct described in response to Interrogatory No. 47, Defendants have interfered with Oracle’s current or prospective customer relationships, in ways that do not solely involve copying, distribution, public display or creation of a derivative work.

While Oracle objects to any premature recitation of its damages calculation, which will be provided during expert discovery, Defendants’ illegal conduct has harmed Oracle in many ways, including at least the following:

- Lost, diminished or delayed current and prospective customer revenues and profits, including as it relates to support and maintenance and software applications licensing;

- 1 • Harmed current and prospective customer relationships, even though they did not result  
2 in a loss of a customer support contract or software licensing;
- 3 • Devaluation of Oracle's intellectual property and other intangible assets and Oracle's  
4 investment in the development and/or purchase of the same, including downward  
5 pressure on the value of licenses for, harm to the confidential nature of, minimized  
6 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
7 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
8 same;
- 9 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
10 illegal conduct;
- 11 • Harm to Oracle's overall market cap;
- 12 • Harm and impairment to Oracle's customer support websites and underlying customer  
13 support data, including impaired access to the same by Oracle and its legitimate  
14 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
15 customers for the purposes for which they were intended, including to improve Oracle's  
16 customer support processes, and harm to the functionality of these systems; and,
- 17 • Costs associated with investigating, mitigating (including for example lowered prices,  
18 time and effort to retain customers or to address reputational harm) and litigating against  
19 all these activities.

20 Some of the above types of harm include elements that are irreparable in nature. Further,  
21 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
22 expert opinion, which shall be provided at the appropriate time.

23 **INTERROGATORY NO. 50:**

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**INTERROGATORY NO. 53:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in YOUR response to Interrogatory No. 51.

**RESPONSE TO INTERROGATORY NO. 53:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that

1 they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks  
2 disclosure of information protected from discovery by any privilege, protection or immunity,  
3 including but not limited to attorney-client privilege and work product protection. Oracle objects  
4 to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

5 Subject to and without waiver of the foregoing General and Specific objections, Oracle  
6 incorporates its response to Interrogatory Nos. 51-52 as if set forth here in full. Oracle further  
7 responds that, as a result of the conduct described in response to Interrogatory No. 51,  
8 Defendants have interfered with Oracle's current or prospective customer relationships, in ways  
9 that do not solely involve copying, distribution, public display or creation of a derivative work.

10 While Oracle objects to any premature recitation of its damages calculation, which will  
11 be provided during expert discovery, Defendants' illegal conduct has harmed Oracle in many  
12 ways, including at least the following:

- 13 • Lost, diminished or delayed current and prospective customer revenues and profits,  
14 including as it relates to support and maintenance and software applications licensing;
- 15 • Harmed current and prospective customer relationships, even though they did not result  
16 in a loss of a customer support contract or software licensing;
- 17 • Devaluation of Oracle's intellectual property and other intangible assets and Oracle's  
18 investment in the development and/or purchase of the same, including downward  
19 pressure on the value of licenses for, harm to the confidential nature of, minimized  
20 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
21 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
22 same;
- 23 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
24 illegal conduct;
- 25 • Harm to Oracle's overall market cap;
- 26 • Harm and impairment to Oracle's customer support websites and underlying customer  
27 support data, including impaired access to the same by Oracle and its legitimate  
28 customers, harm to Oracle's control of and the ability to use the same by Oracle and its



1 customers for the purposes for which they were intended, including to improve Oracle's  
2 customer support processes, and harm to the functionality of these systems; and,  
3 • Costs associated with investigating, mitigating (including for example lowered prices,  
4 time and effort to retain customers or to address reputational harm) and litigating against  
5 all these activities.

6 Some of the above types of harm include elements that are irreparable in nature. Further,  
7 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
8 expert opinion, which shall be provided at the appropriate time.

9 **INTERROGATORY NO. 54:**

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**RESPONSE TO INTERROGATORY NO. 57:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks disclosure of information protected from discovery by any privilege, protection or immunity, including but not limited to attorney-client privilege and work product protection. Oracle objects to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

Subject to and without waiver of the foregoing General and Specific objections, Oracle incorporates its response to Interrogatory Nos. 22 and 51-56 as if set forth here in full. Oracle further responds that, as a result of the conduct described in response to Interrogatory No. 55, Defendants have interfered with Oracle’s current or prospective customer relationships, in ways that do not solely involve copying, distribution, public display or creation of a derivative work.

While Oracle objects to any premature recitation of its damages calculation, which will be provided during expert discovery, Defendants’ illegal conduct has harmed Oracle in many ways, including at least the following:

- Lost, diminished or delayed current and prospective customer revenues and profits, including as it relates to support and maintenance and software applications licensing;
- Harmed current and prospective customer relationships, even though they did not result in a loss of a customer support contract or software licensing;
- Devaluation of Oracle’s intellectual property and other intangible assets and Oracle’s investment in the development and/or purchase of the same, including downward

1 pressure on the value of licenses for, harm to the confidential nature of, minimized  
2 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
3 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
4 same;

- 5 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
6 illegal conduct;
- 7 • Harm to Oracle's overall market cap;
- 8 • Harm and impairment to Oracle's customer support websites and underlying customer  
9 support data, including impaired access to the same by Oracle and its legitimate  
10 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
11 customers for the purposes for which they were intended, including to improve Oracle's  
12 customer support processes, and harm to the functionality of these systems; and,
- 13 • Costs associated with investigating, mitigating (including for example lowered prices,  
14 time and effort to retain customers or to address reputational harm) and litigating  
15 against all these activities.

16 Some of the above types of harm include elements that are irreparable in nature. Further,  
17 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
18 expert opinion, which shall be provided at the appropriate time.

19 **INTERROGATORY NO. 58:**

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**INTERROGATORY NO. 61:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in YOUR response to Interrogatory No. 59.

**RESPONSE TO INTERROGATORY NO. 61:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks disclosure of information protected from discovery by any privilege, protection or immunity, including but not limited to attorney-client privilege and work product protection. Oracle objects

1 to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

2 Subject to and without waiver of the foregoing General and Specific objections, Oracle  
3 incorporates its response to Interrogatory Nos. 51-53 and 55-57 as if set forth here in full. Oracle  
4 further responds that, as a result of the conduct described in response to Interrogatory No. 59,  
5 Defendants have interfered with Oracle's current or prospective customer relationships, in ways  
6 that do not solely involve copying, distribution, public display or creation of a derivative work.

7 While Oracle objects to any premature recitation of its damages calculation, which will  
8 be provided during expert discovery, Defendants' illegal conduct has harmed Oracle in many  
9 ways, including at least the following:

- 10 • Lost, diminished or delayed current and prospective customer revenues and profits,  
11 including as it relates to support and maintenance and software applications licensing;
- 12 • Harmed current and prospective customer relationships, even though they did not result  
13 in a loss of a customer support contract or software licensing;
- 14 • Devaluation of Oracle's intellectual property and other intangible assets and Oracle's  
15 investment in the development and/or purchase of the same, including downward  
16 pressure on the value of licenses for, harm to the confidential nature of, minimized  
17 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
18 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
19 same;
- 20 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
21 illegal conduct;
- 22 • Harm to Oracle's overall market cap;
- 23 • Harm and impairment to Oracle's customer support websites and underlying customer  
24 support data, including impaired access to the same by Oracle and its legitimate  
25 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
26 customers for the purposes for which they were intended, including to improve Oracle's  
27 customer support processes, and harm to the functionality of these systems; and,  
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- Costs associated with investigating, mitigating (including for example lowered prices, time and effort to retain customers or to address reputational harm) and litigating against all these activities.

Some of the above types of harm include elements that are irreparable in nature. Further, calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to expert opinion, which shall be provided at the appropriate time.

**INTERROGATORY NO. 62:**

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**INTERROGATORY NO. 65:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in YOUR response to Interrogatory No. 63.

**RESPONSE TO INTERROGATORY NO. 65:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks disclosure of information protected from discovery by any privilege, protection or immunity, including but not limited to attorney-client privilege and work product protection. Oracle objects to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

Subject to and without waiver of the foregoing General and Specific objections, Oracle incorporates its response to Interrogatory Nos. 63-64 as if set forth here in full. Oracle further responds that, as a result of the conduct described in response to Interrogatory No. 63, Defendants have interfered with Oracle’s current or prospective customer relationships, in ways

1 that do not solely involve copying, distribution, public display or creation of a derivative work.

2 While Oracle objects to any premature recitation of its damages calculation, which will  
3 be provided during expert discovery, Defendants' illegal conduct has harmed Oracle in many  
4 ways, including at least the following:

- 5 • Lost, diminished or delayed current and prospective customer revenues and profits,  
6 including as it relates to support and maintenance and software applications licensing;
- 7 • Harmed current and prospective customer relationships, even though they did not result  
8 in a loss of a customer support contract or software licensing;
- 9 • Devaluation of Oracle's intellectual property and other intangible assets and Oracle's  
10 investment in the development and/or purchase of the same, including downward  
11 pressure on the value of licenses for, harm to the confidential nature of, minimized  
12 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
13 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
14 same;
- 15 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
16 illegal conduct;
- 17 • Harm to Oracle's overall market cap;
- 18 • Harm and impairment to Oracle's customer support websites and underlying customer  
19 support data, including impaired access to the same by Oracle and its legitimate  
20 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
21 customers for the purposes for which they were intended, including to improve Oracle's  
22 customer support processes, and harm to the functionality of these systems; and,
- 23 • Costs associated with investigating, mitigating (including for example lowered prices,  
24 time and effort to retain customers or to address reputational harm) and litigating  
25 against all these activities.

26 Some of the above types of harm include elements that are irreparable in nature. Further,  
27 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
28 expert opinion, which shall be provided at the appropriate time.



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**INTERROGATORY NO. 69:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in YOUR response to Interrogatory No. 67.

**RESPONSE TO INTERROGATORY NO. 69:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks disclosure of information protected from discovery by any privilege, protection or immunity, including but not limited to attorney-client privilege and work product protection. Oracle objects to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

Subject to and without waiver of the foregoing General and Specific objections, Oracle incorporates its response to Interrogatory Nos. 67-68 as if set forth here in full. Oracle further responds that, as a result of the conduct described in response to Interrogatory No. 67, Defendants have interfered with Oracle’s current or prospective customer relationships, in ways that do not solely involve copying, distribution, public display or creation of a derivative work.

While Oracle objects to any premature recitation of its damages calculation, which will be provided during expert discovery, Defendants’ illegal conduct has harmed Oracle in many ways, including at least the following:

- Lost, diminished or delayed current and prospective customer revenues and profits, including as it relates to support and maintenance and software applications licensing;
- Harmed current and prospective customer relationships, even though they did not result in a loss of a customer support contract or software licensing;

- 1 • Devaluation of Oracle's intellectual property and other intangible assets and Oracle's  
2 investment in the development and/or purchase of the same, including downward  
3 pressure on the value of licenses for, harm to the confidential nature of, minimized  
4 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
5 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
6 same;
- 7 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
8 illegal conduct;
- 9 • Harm to Oracle's overall market cap;
- 10 • Harm and impairment to Oracle's customer support websites and underlying customer  
11 support data, including impaired access to the same by Oracle and its legitimate  
12 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
13 customers for the purposes for which they were intended, including to improve Oracle's  
14 customer support processes, and harm to the functionality of these systems; and,
- 15 • Costs associated with investigating, mitigating (including for example lowered prices,  
16 time and effort to retain customers or to address reputational harm) and litigating  
17 against all these activities.

18 Some of the above types of harm include elements that are irreparable in nature. Further,  
19 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
20 expert opinion, which shall be provided at the appropriate time.

21 **INTERROGATORY NO. 70:**

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**INTERROGATORY NO. 73:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in  
YOUR response to Interrogatory No. 71.

**RESPONSE TO INTERROGATORY NO. 73:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle

1 objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that  
2 they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks  
3 disclosure of information protected from discovery by any privilege, protection or immunity,  
4 including but not limited to attorney-client privilege and work product protection. Oracle objects  
5 to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

6 Subject to and without waiver of the foregoing General and Specific objections, Oracle  
7 incorporates its response to Interrogatory Nos. 71-72 as if set forth here in full. Oracle further  
8 responds that, as a result of the conduct described in response to Interrogatory No. 71,  
9 Defendants have interfered with Oracle’s current or prospective customer relationships, in ways  
10 that do not solely involve copying, distribution, public display or creation of a derivative work.

11 While Oracle objects to any premature recitation of its damages calculation, which will  
12 be provided during expert discovery, Defendants’ illegal conduct has harmed Oracle in many  
13 ways, including at least the following:

- 14 • Lost, diminished or delayed current and prospective customer revenues and profits,  
15 including as it relates to support and maintenance and software applications licensing;
- 16 • Harmed current and prospective customer relationships, even though they did not result  
17 in a loss of a customer support contract or software licensing;
- 18 • Devaluation of Oracle’s intellectual property and other intangible assets and Oracle’s  
19 investment in the development and/or purchase of the same, including downward  
20 pressure on the value of licenses for, harm to the confidential nature of, minimized  
21 competitive advantages regarding, destruction of Oracle’s exclusive exploitation of and  
22 remuneration of, and the denial of Oracle’s licensing rights and revenues regarding the  
23 same;
- 24 • Loss of goodwill and reputational harm and costs associated with addressing Defendants’  
25 illegal conduct;
- 26 • Harm to Oracle’s overall market cap;
- 27 • Harm and impairment to Oracle’s customer support websites and underlying customer  
28 support data, including impaired access to the same by Oracle and its legitimate

1 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
2 customers for the purposes for which they were intended, including to improve Oracle's  
3 customer support processes, and harm to the functionality of these systems; and,  
4 • Costs associated with investigating, mitigating (including for example lowered prices,  
5 time and effort to retain customers or to address reputational harm) and litigating  
6 against all these activities.

7 Some of the above types of harm include elements that are irreparable in nature. Further,  
8 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
9 expert opinion, which shall be provided at the appropriate time.

10 **INTERROGATORY NO. 74:**

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5 **RESPONSE TO INTERROGATORY NO. 76:**

6 In addition to its General Objections, which Oracle incorporates here by reference, Oracle  
7 objects to the use of the undefined terms “class,” “conduct,” and “harmed” on the grounds that  
8 they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks  
9 disclosure of information protected from discovery by any privilege, protection or immunity,  
10 including but not limited to attorney-client privilege and work product protection. Oracle objects  
11 to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

12 Subject to and without waiver of the foregoing General and Specific objections, Oracle  
13 incorporates its response to Interrogatory No. 75 as if set forth here in full. Oracle further  
14 responds that, as a result of the conduct described in response to Interrogatory No. 75, among  
15 other things, Defendants have interfered with Oracle’s current or prospective customer  
16 relationships, violated agreements with Oracle, induced breaches of contract, perpetrated  
17 computer fraud, trespassed and interfered with Oracle’s property, perpetrated unfair, unlawful  
18 and deceptive business practices, in ways that do not solely involve copying, distribution, public  
19 display or creation of a derivative work.

20 While Oracle objects to any premature recitation of its damages calculation, which will  
21 be provided during expert discovery, Defendants’ illegal conduct has harmed Oracle in many  
22 ways, including at least the following:

- 23 • Lost, diminished or delayed current and prospective customer revenues and profits,  
24 including as it relates to support and maintenance and software applications licensing;  
25 • Harmed current and prospective customer relationships, even though they did not result  
26 in a loss of a customer support contract or software licensing;  
27 • Devaluation of Oracle’s intellectual property and other intangible assets and Oracle’s  
28 investment in the development and/or purchase of the same, including downward

1 pressure on the value of licenses for, harm to the confidential nature of, minimized  
2 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
3 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
4 same;

- 5 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
6 illegal conduct;
- 7 • Harm to Oracle's overall market cap;
- 8 • Harm and impairment to Oracle's customer support websites and underlying customer  
9 support data, including impaired access to the same by Oracle and its legitimate  
10 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
11 customers for the purposes for which they were intended, including to improve Oracle's  
12 customer support processes, and harm to the functionality of these systems; and,
- 13 • Costs associated with investigating, mitigating (including for example lowered prices,  
14 time and effort to retain customers or to address reputational harm) and litigating  
15 against all these activities.

16 Some of the above types of harm include elements that are irreparable in nature. Further,  
17 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
18 expert opinion, which shall be provided at the appropriate time.

19 **INTERROGATORY NO. 77:**

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**INTERROGATORY NO. 78:**

For each class of conduct identified in response to Interrogatory No. 77, describe in as



1 much detail as possible how each Plaintiff was damaged as a result of such conduct.

2 **RESPONSE TO INTERROGATORY NO. 78:**

3 In addition to its General Objections, which Oracle incorporates here by reference, Oracle  
4 objects to the use of the undefined terms “class,” “conduct,” and “damages” on the grounds that  
5 they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks  
6 disclosure of information protected from discovery by any privilege, protection or immunity,  
7 including but not limited to attorney-client privilege and work product protection. Oracle objects  
8 to this Interrogatory to the extent it seeks expert testimony or a legal conclusion. Oracle further  
9 objects to the term “damaged” as calling for a legal conclusion, and therefore will interpret that  
10 term to mean “harmed.”

11 Subject to and without waiver of the foregoing General and Specific objections, Oracle  
12 incorporates its response to Interrogatory No. 77 as if set forth here in full. Oracle further  
13 responds that, as a result of the conduct described in response to Interrogatory No. 77,  
14 Defendants received money and property rightfully belonging to Oracle as a direct result of each  
15 category of unfair, unlawful and deceptive business practices, as described in response to  
16 Interrogatory No. 77. The money and property that Defendants received at Oracle’s expense,  
17 due to their unfair, unlawful and deceptive business practices, should properly be restored to  
18 Oracle.

19 While Oracle objects to any premature recitation of its damages calculation, which will  
20 be provided during expert discovery, Defendants’ illegal conduct has harmed Oracle in many  
21 ways, including at least the following:

- 22 • Lost, diminished or delayed current and prospective customer revenues and profits,  
23 including as it relates to support and maintenance and software applications licensing;
- 24 • Harmed current and prospective customer relationships, even though they did not result  
25 in a loss of a customer support contract or software licensing;
- 26 • Devaluation of Oracle’s intellectual property and other intangible assets and Oracle’s  
27 investment in the development and/or purchase of the same, including downward  
28 pressure on the value of licenses for, harm to the confidential nature of, minimized

1 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
2 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
3 same;

- 4 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
5 illegal conduct;
- 6 • Harm to Oracle's overall market cap;
- 7 • Harm and impairment to Oracle's customer support websites and underlying customer  
8 support data, including impaired access to the same by Oracle and its legitimate  
9 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
10 customers for the purposes for which they were intended, including to improve Oracle's  
11 customer support processes, and harm to the functionality of these systems; and,
- 12 • Costs associated with investigating, mitigating (including for example lowered prices,  
13 time and effort to retain customers or to address reputational harm) and litigating  
14 against all these activities.

15 Some of the above types of harm include elements that are irreparable in nature. Further,  
16 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
17 expert opinion, which shall be provided at the appropriate time.

18 **INTERROGATORY NO. 79:**

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10 **INTERROGATORY NO. 81:**

11 DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in  
12 YOUR response to Interrogatory No. 79.

13 **RESPONSE TO INTERROGATORY NO. 81:**

14 In addition to its General Objections, which Oracle incorporates here by reference, Oracle  
15 objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that  
16 they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks  
17 disclosure of information protected from discovery by any privilege, protection or immunity,  
18 including but not limited to attorney-client privilege and work product protection. Oracle objects  
19 to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

20 Subject to and without waiver of the foregoing General and Specific objections, Oracle  
21 incorporates its response to Interrogatory Nos. 77-80 as if set forth here in full. Oracle further  
22 responds that, as a result of the conduct described in response to Interrogatory No. 79,  
23 Defendants’ business practices constitute unfair, unlawful and deceptive business practices, in  
24 ways that do not solely involve copying, distribution, public display or creation of a derivative  
25 work.

26 While Oracle objects to any premature recitation of its damages calculation, which will  
27 be provided during expert discovery, Defendants’ illegal conduct has harmed Oracle in many  
28 ways, including at least the following:

- 1 • Lost, diminished or delayed current and prospective customer revenues and profits,  
2 including as it relates to support and maintenance and software applications licensing;
- 3 • Harmed current and prospective customer relationships, even though they did not result  
4 in a loss of a customer support contract or software licensing;
- 5 • Devaluation of Oracle's intellectual property and other intangible assets and Oracle's  
6 investment in the development and/or purchase of the same, including downward  
7 pressure on the value of licenses for, harm to the confidential nature of, minimized  
8 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
9 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
10 same;
- 11 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
12 illegal conduct;
- 13 • Harm to Oracle's overall market cap;
- 14 • Harm and impairment to Oracle's customer support websites and underlying customer  
15 support data, including impaired access to the same by Oracle and its legitimate  
16 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
17 customers for the purposes for which they were intended, including to improve Oracle's  
18 customer support processes, and harm to the functionality of these systems; and,
- 19 • Costs associated with investigating, mitigating (including for example lowered prices,  
20 time and effort to retain customers or to address reputational harm) and litigating  
21 against all these activities.

22 Some of the above types of harm include elements that are irreparable in nature. Further,  
23 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
24 expert opinion, which shall be provided at the appropriate time.

25 **INTERROGATORY NO. 82:**

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2 **INTERROGATORY NO. 85:**

3 DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in  
4 YOUR response to Interrogatory No. 83.

5 **RESPONSE TO INTERROGATORY NO. 85:**

6 In addition to its General Objections, which Oracle incorporates here by reference, Oracle  
7 objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that  
8 they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks  
9 disclosure of information protected from discovery by any privilege, protection or immunity,  
10 including but not limited to attorney-client privilege and work product protection. Oracle objects  
11 to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

12 Subject to and without waiver of the foregoing General and Specific objections, Oracle  
13 incorporates its response to Interrogatory Nos. 77-84 as if set forth here in full. Oracle further  
14 responds that, as a result of the conduct described in response to Interrogatory No. 83,  
15 Defendants’ business practices constitute unfair, unlawful and deceptive business practices, in  
16 ways that do not solely involve copying, distribution, public display or creation of a derivative  
17 work.

18 While Oracle objects to any premature recitation of its damages calculation, which will  
19 be provided during expert discovery, Defendants’ illegal conduct has harmed Oracle in many  
20 ways, including at least the following:

- 21
- 22 • Lost, diminished or delayed current and prospective customer revenues and profits,  
including as it relates to support and maintenance and software applications licensing;
  - 23 • Harmed current and prospective customer relationships, even though they did not result  
24 in a loss of a customer support contract or software licensing;
  - 25 • Devaluation of Oracle’s intellectual property and other intangible assets and Oracle’s  
26 investment in the development and/or purchase of the same, including downward  
27 pressure on the value of licenses for, harm to the confidential nature of, minimized  
28 competitive advantages regarding, destruction of Oracle’s exclusive exploitation of and

1 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
2 same;

- 3 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
4 illegal conduct;
- 5 • Harm to Oracle's overall market cap;
- 6 • Harm and impairment to Oracle's customer support websites and underlying customer  
7 support data, including impaired access to the same by Oracle and its legitimate  
8 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
9 customers for the purposes for which they were intended, including to improve Oracle's  
10 customer support processes, and harm to the functionality of these systems; and,
- 11 • Costs associated with investigating, mitigating (including for example lowered prices,  
12 time and effort to retain customers or to address reputational harm) and litigating  
13 against all these activities.

14 Some of the above types of harm include elements that are irreparable in nature. Further,  
15 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
16 expert opinion, which shall be provided at the appropriate time.

17 **INTERROGATORY NO. 86:**

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**INTERROGATORY NO. 89:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in YOUR response to Interrogatory No. 87.

**RESPONSE TO INTERROGATORY NO. 89:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that

1 they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks  
2 disclosure of information protected from discovery by any privilege, protection or immunity,  
3 including but not limited to attorney-client privilege and work product protection. Oracle objects  
4 to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

5 Subject to and without waiver of the foregoing General and Specific objections, Oracle  
6 incorporates its response to Interrogatory Nos. 77-88 as if set forth here in full. Oracle further  
7 responds that, as a result of the conduct described in response to Interrogatory No. 87,  
8 Defendants' business practices constitute unfair, unlawful and deceptive business practices, in  
9 ways that do not solely involve copying, distribution, public display or creation of a derivative  
10 work.

11 While Oracle objects to any premature recitation of its damages calculation, which will  
12 be provided during expert discovery, Defendants' illegal conduct has harmed Oracle in many  
13 ways, including at least the following:

- 14 • Lost, diminished or delayed current and prospective customer revenues and profits,  
15 including as it relates to support and maintenance and software applications licensing;
- 16 • Harmed current and prospective customer relationships, even though they did not result  
17 in a loss of a customer support contract or software licensing;
- 18 • Devaluation of Oracle's intellectual property and other intangible assets and Oracle's  
19 investment in the development and/or purchase of the same, including downward  
20 pressure on the value of licenses for, harm to the confidential nature of, minimized  
21 competitive advantages regarding, destruction of Oracle's exclusive exploitation of and  
22 remuneration of, and the denial of Oracle's licensing rights and revenues regarding the  
23 same;
- 24 • Loss of goodwill and reputational harm and costs associated with addressing Defendants'  
25 illegal conduct;
- 26 • Harm to Oracle's overall market cap;
- 27 • Harm and impairment to Oracle's customer support websites and underlying customer  
28 support data, including impaired access to the same by Oracle and its legitimate



1 customers, harm to Oracle's control of and the ability to use the same by Oracle and its  
2 customers for the purposes for which they were intended, including to improve Oracle's  
3 customer support processes, and harm to the functionality of these systems; and,  
4 • Costs associated with investigating, mitigating (including for example lowered prices,  
5 time and effort to retain customers or to address reputational harm) and litigating  
6 against all these activities.

7 Some of the above types of harm include elements that are irreparable in nature. Further,  
8 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
9 expert opinion, which shall be provided at the appropriate time.

10 **INTERROGATORY NO. 90:**

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**INTERROGATORY NO. 93:**

DESCRIBE the harm YOU claim to have suffered from the alleged conduct described in YOUR response to Interrogatory No. 91.

**RESPONSE TO INTERROGATORY NO. 93:**

In addition to its General Objections, which Oracle incorporates here by reference, Oracle objects to the use of the undefined terms “harm,” “suffered,” and “conduct” on the grounds that they are vague and ambiguous. Oracle objects to this Interrogatory to the extent it seeks disclosure of information protected from discovery by any privilege, protection or immunity, including but not limited to attorney-client privilege and work product protection. Oracle objects to this Interrogatory to the extent it seeks expert testimony or a legal conclusion.

Subject to and without waiver of the foregoing General and Specific objections, Oracle incorporates its response to Interrogatory Nos. 90-92 as if set forth here in full. Oracle further responds that, as a result of the conduct described in response to Interrogatory No. 91,

1 Defendants received money – some or all of such money is rightfully due to Oracle – as a result  
2 of Defendants’ misconduct, as described further above response to Interrogatory Nos. 22, 23, 27,  
3 39, 43, 47, 51, 55, 59, 63, 67, 71, 75, 77, 79, 83, and 87, in ways that do not solely involve  
4 copying, distribution, public display or creation of a derivative work. Accordingly, Oracle  
5 incorporates those responses here as if set forth in full. Oracle further responds that it has been  
6 harmed, because the amount of money due from Defendants to Oracle is unknown to Oracle, and  
7 cannot be ascertained without an accounting of the income and gross profits Defendants have  
8 obtained through their wrongful and unlawful conduct.

9 While Oracle objects to any premature recitation of its damages calculation, which will  
10 be provided during expert discovery, Defendants’ illegal conduct has harmed Oracle in many  
11 ways, which may require accounting, including at least the following:

- 12 • Lost, diminished or delayed current and prospective customer revenues and profits,  
13 including as it relates to support and maintenance and software applications licensing;
- 14 • Harmed current and prospective customer relationships, even though they did not result  
15 in a loss of a customer support contract or software licensing;
- 16 • Devaluation of Oracle’s intellectual property and other intangible assets and Oracle’s  
17 investment in the development and/or purchase of the same, including downward  
18 pressure on the value of licenses for, harm to the confidential nature of, minimized  
19 competitive advantages regarding, destruction of Oracle’s exclusive exploitation of and  
20 remuneration of, and the denial of Oracle’s licensing rights and revenues regarding the  
21 same;
- 22 • Loss of goodwill and reputational harm and costs associated with addressing Defendants’  
23 illegal conduct;
- 24 • Harm to Oracle’s overall market cap;
- 25 • Harm and impairment to Oracle’s customer support websites and underlying customer  
26 support data, including impaired access to the same by Oracle and its legitimate  
27 customers, harm to Oracle’s control of and the ability to use the same by Oracle and its  
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1 customers for the purposes for which they were intended, including to improve Oracle's  
2 customer support processes, and harm to the functionality of these systems; and,  
3 • Costs associated with investigating, mitigating (including for example lowered prices,  
4 time and effort to retain customers or to address reputational harm) and litigating  
5 against all these activities.

6 Some of the above types of harm include elements that are irreparable in nature. Further,  
7 calculation of the damages to Oracle from Defendants' illegal conduct is properly subject to  
8 expert opinion, which shall be provided at the appropriate time.

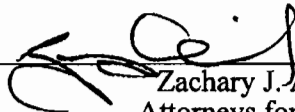
9 **INTERROGATORY NO. 94:**

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DATED: April 16, 2009

BINGHAM McCUTCHEN LLP

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

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**PROOF OF SERVICE**

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

Today I served the following documents:

**PLAINTIFFS' RESPONSES AND OBJECTIONS TO DEFENDANTS' FIFTH SET OF INTERROGATORIES**

- (BY ELECTRONIC MAIL) by transmitting via electronic mail document(s) in portable document format (PDF) listed below to the email address set forth below on this date.
- (EXPRESS MAIL/OVERNIGHT DELIVERY) by causing a true and correct copy of the document(s) listed above to be delivered by FedEx in sealed envelope(s) with all fees prepaid at the addresses set forth below.

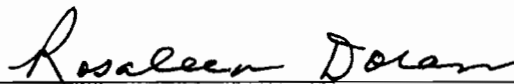
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I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made and that this declaration was executed on April 16, 2009 at San Francisco, California.

  
Rosaleen Doran