

EXHIBIT K

Audio Transcription August 25, 2009

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AUDIO TRANSCRIPTION

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
CIVIL MINUTES

Magistrate Judge: Elizabeth D. Laporte

Date: August 25, 2009

Case No: C-07-01658 PJH (EDL)

Case Name: ORACLE CORPORATION

v.

SAP AG, et al.

Attorneys Present:

For Plaintiff: Geoff Howard, Zach
Alinder, Bree Hann, Jennifer Gloss

For Defendant: Scott Cowan, Elaine
Wallace, Daniel Dobrygowski

REPORTED BY:

JOAN ECKER, RPR

JOB NUMBER: 2031-422592

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<p>1 PROCEEDINGS</p> <p>2 THE CLERK: Calling 707-1658, Oracle</p> <p>3 Corporation versus SAP AG, et al.</p> <p>4 Please state your appearances for the</p> <p>5 record.</p> <p>6 MR. HOWARD: Good morning, Your Honor.</p> <p>7 Geoff Howard for Oracle. With me are Mr. Alinder and</p> <p>8 Ms. Hann and Ms. Gloss from Oracle.</p> <p>9 MR. COWAN: Good morning, Your Honor. Scott</p> <p>10 Cowan and Elaine Wallace, along with Daniel</p> <p>11 Dobrygowski from [inaudible].</p> <p>12 THE COURT: Okay. All right. I want to try</p> <p>13 to wrap this up by 12:30 if we can.</p> <p>14 MR. HOWARD: I think that's eminently</p> <p>15 doable, Your Honor. We have been furiously narrowing.</p> <p>16 THE COURT: Good. The more furiously and</p> <p>17 the more narrow, the better.</p> <p>18 MR. HOWARD: That's our hope.</p> <p>19 THE COURT: Right.</p> <p>20 MR. HOWARD: The first issue is the first</p> <p>21 example of that. Should I just --</p> <p>22 THE COURT: The extrapolation issue.</p> <p>23 MR. HOWARD: -- get right to it?</p> <p>24 THE COURT: Yes, please.</p> <p>25 MR. HOWARD: Okay. As to that, we gave you</p>	<p>1 because we'd be calling you for a date, we'd be</p> <p>2 filing, and then the hearing would be sometime toward</p> <p>3 the end of October.</p> <p>4 MR. COWAN: That's perfectly fine with us,</p> <p>5 Your Honor.</p> <p>6 THE COURT: Yeah. I mean, as you know, I've</p> <p>7 already said, you know -- without knowing what any of</p> <p>8 the nuances are, and I don't -- but that RFAs seem to</p> <p>9 me a, you know, appropriate vehicle. And, you know,</p> <p>10 from the little I saw, it seems like that was, you</p> <p>11 know, having to put them in one of four buckets -- you</p> <p>12 know, all the time, most of the time, some of the</p> <p>13 time, never, or something along those lines -- made a</p> <p>14 lot of sense.</p> <p>15 So, you know, I think push has got to</p> <p>16 come to shove at some point. We've got to have,</p> <p>17 you know -- decide what is known and what isn't</p> <p>18 known and everybody's got to make their best, you</p> <p>19 know, assessment on that. There's never going to</p> <p>20 be an absolute mathematical perfection on this.</p> <p>21 MR. COWAN: And we agree, Your Honor. I</p> <p>22 think the real issue is the interpretation of what the</p> <p>23 requests are and what the specific request means in</p> <p>24 terminology issues, et cetera, because as we talked</p> <p>25 about, some of these things have potentially</p>
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<p>1 background leading up to the fact that there are a lot</p> <p>2 of RFAs outstanding and there's a meet-and-confer and</p> <p>3 potentially a motion.</p> <p>4 We have agreed ahead of today, just this</p> <p>5 morning, that we will set ourselves a</p> <p>6 meet-and-confer schedule. The defendants will be</p> <p>7 doing some supplementation, they've said, of the</p> <p>8 RFAs.</p> <p>9 What we'd like to do is, without taking</p> <p>10 more of Your Honor's time, and I think they're</p> <p>11 agreeable to this, is agree that between -- if</p> <p>12 between now and mid-September, say September 14th,</p> <p>13 we're unable to resolve the disputes, that we may</p> <p>14 then -- we, Oracle, may then call Your Honor to</p> <p>15 get a motion date for whatever disputes remain</p> <p>16 after that series of meet-and-confers.</p> <p>17 It will be a series of letters and calls</p> <p>18 between counsel. And it may be the 14th and it</p> <p>19 may be that next week, the 21st. But given the</p> <p>20 issues and given the calendar, I think we just</p> <p>21 need to have that flexibility to be able to -- to</p> <p>22 get onto the calendar at that point.</p> <p>23 THE COURT: And to be on the calendar when?</p> <p>24 MR. HOWARD: Well, then, that would be on --</p> <p>25 that would be on calendar toward the end of October</p>	<p>1 significant implications and we need to be very</p> <p>2 precise in what we're admitting and what we're not.</p> <p>3 So that's, I think, going to be the</p> <p>4 thrust of a lot of the meet-and-confer discussion,</p> <p>5 to make sure the parties have a meeting of minds</p> <p>6 in terms of what's being specifically asked to be</p> <p>7 requested to be admitted.</p> <p>8 THE COURT: Okay. But it's just my feeling</p> <p>9 that that ought to be something that can be done. And</p> <p>10 it's going to be -- you know, it can't be finessed</p> <p>11 forever or fudged forever, you know.</p> <p>12 Okay. Next issue.</p> <p>13 MR. HOWARD: That is it for me, Your Honor,</p> <p>14 for today.</p> <p>15 FEMALE SPEAKER: Enough of you already.</p> <p>16 MR. HOWARD: I will challenge my colleagues</p> <p>17 to match my efficiency.</p> <p>18 FEMALE SPEAKER: Your Honor, the next issue</p> <p>19 is the pre-2005 damages related to discovery. And</p> <p>20 this is an issue where defendants essentially are just</p> <p>21 seeking the court's guidance at this point. There's</p> <p>22 really two aspects to this issue.</p> <p>23 The first is what I will refer to as the</p> <p>24 Legacy Data. The Court may recall that both sides</p> <p>25 have exchanged what we've called customer-specific</p>