EXHIBIT 11

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   Attorneys for Plaintiffs
15 Oracle USA, Inc., Oracle International
   Corporation, Oracle EMEA Limited, and Siebel
16 Systems, Inc.

17   UNITED STATES DISTRICT COURT

18   NORTHERN DISTRICT OF CALIFORNIA

19   OAKLAND DIVISION

20

21 ORACLE USA, INC., *et. al*, | Case No. 07-CV-1658 (PJH) EDL

22   Plaintiffs, | **PLAINTIFFS' THIRD SUPPLEMENTAL
        v. | AND AMENDED INITIAL DISCLOSURES**
23
24 SAP AG, *et al.*, | Date: n/a
                                        | Time: n/a
           Defendants. | Judge: The Honorable Phyllis J. Hamilton
25 | Courtroom: TBD
26 | **CONTAINS INFORMATION
                                        | DESIGNATED HIGHLY
27 | CONFIDENTIAL PURSUANT TO
                                        | PROTECTIVE ORDER**
28
   A/73187211.1   Case No. 07-CV-1658 (PJH) EDL

1   Plaintiffs Oracle USA, Inc., Oracle International Corporation, Oracle EMEA

2 Limited, and Siebel Systems, Inc. (together "Oracle" or "Plaintiffs") provide the following

3 supplemental and amended Initial Disclosures pursuant to Rules 26(a)(1) and 26(e) of the

4 Federal Rules of Civil Procedure. Oracle makes these supplemental and amended Initial

5 Disclosures based on information and documents currently available. Oracle continues to

6 investigate this case and reserves the right to modify, amend, or supplement these Initial

7 Disclosures at a later time as appropriate, and at any time before trial in this matter.

8   Additionally, these supplemental and amended Initial Disclosures are made

9 without in any way waiving: (1) the right to object on the grounds of competency, the attorney-

10 client privilege, the attorney work-product doctrine, undue burden, relevancy, materiality,

11 hearsay, or any other proper ground; (2) the right to object to the use of any such information, for

12 any purpose, in whole or in part, in any proceeding in this or any other action; and (3) the right to

13 object on any and all grounds, at any time, to any other discovery request or proceeding

14 involving or relating to the subject matter of these supplemental and amended Initial Disclosures.

15 **I.   INDIVIDUALS**

16   Pursuant to Fed. R. Civ. P. 26(a)(1)(A), Oracle discloses the following potential

17 witnesses, not including expert witnesses, who have information Oracle may use to support its

18 claims, in addition to the numerous Plaintiff, Defendant, and third party witnesses who have

19 been deposed individually or as Fed. R. Civ. Proc. 30(b)(6) corporate witnesses (some of whom

20 are listed again below). Individuals who are current employees of Oracle may be contacted

21 regarding matters relevant to this case through undersigned counsel only.

22

INDIVIDUAL	SUBJECT AREA(S) OF INFORMATION
ORACLE	
Edward Abbo Contact Through Undersigned Counsel Only	Technical analysis; Software Development; Damages

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INDIVIDUAL	SUBJECT AREA(S) OF INFORMATION
Norm Ackerman Contact Through Undersigned Counsel Only	Technical analysis and investigation; Software Development
Todd Adler Contact Through Undersigned Counsel Only	Copyrights
Rich Allison Contact Through Undersigned Counsel Only	Contractual analysis and licensing review; Damages
Jesper Andersen Contact Through Undersigned Counsel Only	Technical analysis; Software Development; Damages
Thomas J. Angioletti Contact Through Undersigned Counsel Only	Copyrights
Dawn Baker Contact Through Undersigned Counsel Only	Software Development; Damages
Nina Bankar Contact Through Undersigned Counsel Only	Copyrights
Carlos Barradas Contact Through Undersigned Counsel Only	Contractual analysis and licensing review
Keith Block Contact Through Undersigned Counsel Only	Damages
Richard Blotner Contact Through Undersigned Counsel Only	Damages

PLAINTIFFS' THIRD SUPPLEMENTAL AND AMENDED INITIAL DISCLOSURES

INDIVIDUAL	SUBJECT AREA(S) OF INFORMATION
Megan Bowman Contact Through Undersigned Counsel Only	Damages
Paul Brook Contact Through Undersigned Counsel Only	Technical analysis and investigation; Software Development; Damages
John Burke Contact Through Undersigned Counsel Only	Technical analysis and investigation.
Safra Catz Contact Through Undersigned Counsel Only	Damages
Sid Chilakapati Contact Through Undersigned Counsel Only	Technical analysis and investigation; Damages
Rick Cummins Contact Through Undersigned Counsel Only	Damages
Treasure Diehl Contact Through Undersigned Counsel Only	Technical analysis and investigation; Damages
Paul Duggan Contact Through Undersigned Counsel Only	Damages
Larry Ellison Contact Through Undersigned Counsel Only	Software Development; Damages

PLAINTIFFS' THIRD SUPPLEMENTAL AND AMENDED INITIAL DISCLOSURES

INDIVIDUAL	SUBJECT AREA(S) OF INFORMATION
Alan Fletcher Contact Through Undersigned Counsel Only	Software Development; Damages
Linda Fowler Contact Through Undersigned Counsel Only	Technical analysis and investigation; Software Development
Marina Furey Contact Through Undersigned Counsel Only	Technical analysis and investigation; Software Development
Kim Green Contact Through Undersigned Counsel Only	Software Development; Damages
Gary Grieshaber Contact Through Undersigned Counsel Only	Software Development; Damages
Ivgen Guner Contact Through Undersigned Counsel Only	Damages
Robbin Henslee Contact Through Undersigned Counsel Only	Damages
Charles Homs Contact Through Undersigned Counsel Only	Technical analysis and investigation; Damages
Annette Horan Contact Through Undersigned Counsel Only	Contractual analysis
Tanya Ishiguro Contact Through Undersigned Counsel Only	Technical analysis and investigation

PLAINTIFFS' THIRD SUPPLEMENTAL AND AMENDED INITIAL DISCLOSURES

INDIVIDUAL	SUBJECT AREA(S) OF INFORMATION
George Jacob Contact Through Undersigned Counsel Only	Copyrights; Contractual analysis and licensing review; Software Development; Damages
Juan Jones Contact Through Undersigned Counsel Only	Damages
Jason Kees Contact Through Undersigned Counsel Only	Technical analysis and investigation; Damages
Doug Kehring Contact Through Undersigned Counsel Only	Damages
Ann Kishore Contact Through Undersigned Counsel Only	Damages
Darron Knox Contact Through Undersigned Counsel Only	Damages
Uwe Koehler Contact Through Undersigned Counsel Only	Technical analysis and investigation; Damages
Lou Lopez Contact Through Undersigned Counsel Only	Contractual analysis and licensing review
Nancy Lyskawa Contact Through Undersigned Counsel Only	Damages

PLAINTIFFS' THIRD SUPPLEMENTAL AND AMENDED INITIAL DISCLOSURES

INDIVIDUAL	SUBJECT AREA(S) OF INFORMATION
Chris Madsen Contact Through Undersigned Counsel Only	Damages
Eileen McMillan Contact Through Undersigned Counsel Only	Damages
Gary Miller Contact Through Undersigned Counsel Only	Damages
Brad Nolan Contact Through Undersigned Counsel Only	Damages
Ongjen Pavlovic Contact Through Undersigned Counsel Only	Damages
Charles Phillips Contact Through Undersigned Counsel Only	Damages
Michael Poplack Contact Through Undersigned Counsel Only	Damages; Defendants' Knowledge of Liability
Buffy Ransom Contact Through Undersigned Counsel Only	Technical analysis and investigation; Copyrights; Contractual analysis and licensing review; Software Development; Damages
Jason Rice Contact Through Undersigned Counsel Only	Technical analysis and investigation; Software Development; Damages
Juergen Rottler Contact Through Undersigned Counsel Only	Damages

PLAINTIFFS' THIRD SUPPLEMENTAL AND AMENDED INITIAL DISCLOSURES

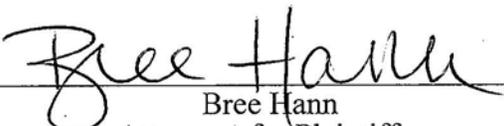| INDIVIDUAL	SUBJECT AREA(S) OF INFORMATION
Charles Rozwat Contact Through Undersigned Counsel Only	Software Development; Damages
Keith Ryland Contact Through Undersigned Counsel Only	Technical analysis and investigation; Software Development; Damages
Edward Screven Contact Through Undersigned Counsel Only	Technical analysis and investigation; Copyrights; Contractual analysis and licensing review; Software Development; Damages
Elizabeth Shippy Contact Through Undersigned Counsel Only	Contractual analysis and licensing review
Judith Sim Contact Through Undersigned Counsel Only	Damages
David Storn Contact Through Undersigned Counsel Only	Software Development; Damages
Greg Story Contact Through Undersigned Counsel Only	Technical analysis and investigation; Copyrights; Damages
Michael Van Boening Contact Through Undersigned Counsel Only	Damages
Daniel Vardell Contact Through Undersigned Counsel Only	Copyrights; Contractual analysis and licensing review; Software Development; Damages
Marlene Veum Contact Through Undersigned Counsel Only	Technical analysis and investigation; Damages

PLAINTIFFS' THIRD SUPPLEMENTAL AND AMENDED INITIAL DISCLOSURES

INDIVIDUAL	SUBJECT AREA(S) OF INFORMATION
Corey West Contact Through Undersigned Counsel Only	Damages
SAP	
Shai Agassi	TN's business model; policies, procedures, and practices at TN, SAP, and/or Oracle; acquisition of TN; copying, downloading, and use of support materials; copying and use of software environments; copyright infringement; Safe Passage; interference; damages; knowledge of Defendants' liability
Robin Alex	TN's business model; policies, procedures, and practices at TN, SAP, and/or Oracle; acquisition of TN; copying, downloading, and use of support materials; copying and use of software environments; copyright infringement; Safe Passage; interference; damages; knowledge of Defendants' liability
Sidarta Aliwarga	TN's business model; policies, procedures, and practices at TN, SAP, and/or Oracle; acquisition of TN; copying, downloading, and use of support materials; copying and use of software environments; copyright infringement; Safe Passage; interference; damages; knowledge of Defendants' liability
Pasquale Andreano	TN's business model; policies, procedures, and practices at TN, SAP, and/or Oracle; acquisition of TN; copying, downloading, and use of support materials; copying and use of software environments; copyright infringement; Safe Passage; interference; damages; knowledge of Defendants' liability
Daniel Anthone	TN's business model; policies, procedures, and practices at TN, SAP, and/or Oracle; acquisition of TN; copying, downloading, and use of support materials; copying and use of software environments; copyright infringement; Safe Passage; interference; damages; knowledge of Defendants' liability
Leo Apotheker	TN's business model; policies, procedures, and practices at TN, SAP, and/or Oracle; acquisition of TN; copying, downloading, and use of support materials; copying and use of software environments; copyright infringement; Safe Passage; interference; damages; knowledge of Defendants' liability
Hadi Arakib	TN's business model; policies, procedures, and practices at TN, SAP, and/or Oracle; acquisition of TN; copying, downloading, and use of support materials; copying and use of software environments; copyright infringement; Safe Passage; interference; damages; knowledge of Defendants' liability

PLAINTIFFS' THIRD SUPPLEMENTAL AND AMENDED INITIAL DISCLOSURES

VI.   CERTIFICATION

Pursuant to Fed. R. Civ. P. 26(g)(1), counsel for Oracle certifies that to the best of its knowledge, information, and belief, formed after an inquiry that is reasonable under the circumstances, these supplemental and amended Initial Disclosures are complete and correct as of the time Oracle makes them.

DATED: November 2, 2009

Bingham McCutchen LLP

By: _____
Bree Hann
Attorneys for Plaintiffs
Oracle USA, Inc., Oracle International Corporation, Oracle EMEA Limited, and Siebel Systems, Inc.