EXHIBIT 18

1   BINGHAM McCUTCHEN LLP
    DONN P. PICKETT (SBN 72257)
2   GEOFFREY M. HOWARD (SBN 157468)
    HOLLY A. HOUSE (SBN 136045)
3   ZACHARY J. ALINDER (SBN 209009)
    BREE HANN (SBN 215695)
4   Three Embarcadero Center
    San Francisco, CA 94111-4067
5   Telephone: (415) 393-2000
    Facsimile: (415) 393-2286
6   donn.pickett@bingham.com
    geoff.howard@bingham.com
7   holly.house@bingham.com
    zachary.alinder@bingham.com
8   bree.hann@bingham.com

9   DORIAN DALEY (SBN 129049)
    JENNIFER GLOSS (SBN 154227)
10 500 Oracle Parkway, M/S 5op7
    Redwood City, CA 94070
11 Telephone: (650) 506-4846
    Facsimile: (650) 506-7114
12 dorian.daley@oracle.com
    jennifer.gloss@oracle.com
13
    Attorneys for Plaintiffs
14 Oracle USA, Inc., *et al.*

15

16   UNITED STATES DISTRICT COURT

17   NORTHERN DISTRICT OF CALIFORNIA

18   OAKLAND DIVISION

19 ORACLE USA, INC., a Colorado Corporation, *et*   CASE NO. 07-CV-01658 PJH (EDL)
20 *al.*,
                                                        DECLARATION OF [NAME] OF THE
21   Plaintiffs,   **STANDARD REGISTER COMPANY**
            v.
22
    SAP AG, a German corporation, *et al.*,
23
                    Defendants.
24

25

26

27

28

I, *Richard L. Ball*, declare as follows:

1.   I am over the age of 18 and competent to testify to the facts stated in this declaration. All statements made in this declaration are based upon my personal knowledge and belief.

2.   I am currently employed as [*Director of Procurement (x)*] at The Standard Register Company ("Standard Register"). I have been employed by Standard Register since [*2001 x/8*].

3.   Standard Register, based in Dayton, Ohio, is a recognized leader in document management services. Standard Register offers document and label solutions, e-business solutions, consulting, and print supply chain services to help clients manage documents across their enterprise.

4.   Standard Register entered into a contract with TomorrowNow for third party support services for its Siebel applications on January 15, 2007 (the "Support Services Agreement"). Standard Register received support services for its Siebel applications from Oracle until it entered into the Support Services Agreement.

5.   Effective March 16, 2007, Standard Register and TomorrowNow entered into Appendix B to the Support Services Agreement. Appendix B expanded the TomorrowNow's services provided to Standard Register to include support for Standard Register's PeopleSoft applications. Standard Register received support services for its PeopleSoft applications from Oracle until it entered into Appendix B to the Support Services Agreement.

6.   Standard Register continued to receive third-party support services for its Siebel and PeopleSoft applications from TomorrowNow until September 30, 2008.

7.   At the time Standard Register became a TomorrowNow customer, and throughout its time as a TomorrowNow customer, Standard Register ran its Siebel and PeopleSoft applications on an Oracle database platform.

1   8.   The low cost of the TomorrowNow service was the most important factor

2   in Standard Register's decision to switch support for their PeopleSoft and Siebel products to

3   TomorrowNow.

4   9.   TomorrowNow also represented to Standard Register that it could provide

5   the same level of service as Oracle in the area of fix/patch/update service. If TomorrowNow did

6   not represent that it could provide the same level of fix/patch/update service as Oracle, Standard

7   Register would not have left Oracle for TomorrowNow.

8   10.   TomorrowNow provided Standard Register with tax and regulatory

9   updates for Standard Registers' PeopleSoft applications. If TomorrowNow was not able to

10   provide tax and regulatory updates for Standard Register's PeopleSoft applications, Standard

11   Register would not have left Oracle for TomorrowNow.

12   11.   TomorrowNow hosted development environments at TomorrowNow on

13   Standard Register's behalf, and informed Standard Register that those environments were used

14   for the provision of support services to Standard Register. At the time that Standard Register

15   contracted with TomorrowNow, if TomorrowNow was not able to house Standard Register's

16   software environments at TomorrowNow's facilities and instead would have required Standard

17   Register to host these environments, Standard Register may not have left Oracle for

18   TomorrowNow.

19   12.   Standard Register understands that Oracle USA, Inc., *et al.*, ("Oracle") has

20   filed a lawsuit against SAP AG, *et al.* ("SAP"). At the time of negotiating with TomorrowNow

21   and entering into the TomorrowNow Support Services Agreement, Standard Register had no

22   reason to believe that the provisions in TomorrowNow's Software and Services Agreement, or

23   the manner in which TomorrowNow represented that it would provide software support, were

24   not legitimate and legal as alleged by Oracle.

25   13.   Given Standard Register's policies, ethics and internal guidelines,

26   Standard Register would not have contracted to do business with TomorrowNow had Standard

27   Register been aware that TomorrowNow was in fact infringing Oracle intellectual property in its

28

DECLARATION OF [NAME] OF THE STANDARD REGISTER COMPANY

1   provision of software support services as alleged by Oracle, and Standard Register knew of such

2   infringement.

3   I declare under penalty of perjury under the laws of the United States that the

4   foregoing is true and correct and that this declaration is executed at _DAYTON, OHIO_ ,

5   _____ on _Nov. 11th_ , 2009.

6
                                              By: _____
7   [NAME]
                                              The Standard Register Company
8

9   _____
                                              NOTARY
10
                                              My commission has no expiration.
11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

DECLARATION OF [NAME] OF THE STANDARD REGISTER COMPANY