

# **EXHIBIT B**

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

ORACLE CORPORATION, a Delaware corporation, ORACLE  
USA, INC., a Colorado corporation, and ORACLE  
INTERNATIONAL CORPORATION, a California corporation,

Plaintiffs

vs. Cause No. 07-CV-1658 (PJH)

SAP AG, a German corporation, SAP AMERICA, INC., a  
Delaware corporation, TOMORROWNOW, INC., a Texas  
corporation, and DOES 1-50, inclusive

Defendants

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY  
VIDEOTAPED DEPOSITION OF  
STEVEN BRAZILE

October 14, 2009

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10 Q. So leaving that out, before Sara Lee  
11 signed this contract, before R. Michael Collins  
12 signed this contract for Sara Lee, did Sara Lee's  
13 legal counsel have an opportunity to review it and  
14 comment on it?

15 MS. MACDONALD: Objection. Foundation.

16 BY MS. RIGGS:

17 Q. I'm sorry?

18 A. Yes, they did.

19 Q. How do you know that?

20 A. It's kind of standard operating procedure.

21 I mean, a contract of this amount of money and  
22 duration would involve Sara Lee counsel. It's just  
23 standard operating practice.

24 Q. At the time that Sara Lee entered into  
25 this contract with TomorrowNow, was Sara Lee aware

1 that Oracle had sued TomorrowNow?

2 A. Yes. We were aware that there was pending  
3 litigation.

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9 Q. Fair to say that one thing Sara Lee did

10 was satisfy itself that the terms of its TomorrowNow

11 contract would not violate the terms of Sara Lee's

12 contract with JD Edwards?

13 A. Yes. That -- yeah, we were comfortable

14 with that and we also felt that the protection

15 around the termination for convenience clause that,

16 you know, if we got paid three times the amount that

17 we had paid TomorrowNow that would give us some

18 coverage to either find some way to get this thing

19 supported so that -- that was a pretty key part

20 there that previous section on section C on the

21 termination for convenience fees by TomorrowNow and

22 they being a multiple of three was a key component

23 to make sure Sara Lee had some protection in case

24 this thing went south.

25 Q. That was a very important term to you?

1 A. Yes.

2 Q. Did you ever provide to TomorrowNow copies  
3 of your JD Edwards contracts?

4 A. No, I don't recall ever providing  
5 TomorrowNow copies of our contracts. I think what  
6 we provided them was a list of the applications that  
7 were supported and we did a fairly exhaustive review  
8 of the modules and what release levels we were on,  
9 but I don't ever recall giving them copies of  
10 contracts. That would have been unusual had we done  
11 that.

12 Q. Unusual why?

13 A. I mean, those contracts are between us and  
14 that other party. We're not in the habit of just  
15 sharing those agreements. I mean, there's concern  
16 over nondisclosure agreements that we may have and  
17 we just typically don't share contracts without  
18 getting approval from the other party.

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01:19 1 State of Missouri

12:01:19 2 SS.

12:01:19 3 City of St. Louis

12:01:19 4 I, Renee Combs Wolf, a Notary Public in and for  
 12:01:19 5 the State of Missouri, duly commissioned, qualified  
 12:01:19 6 and authorized to administer oaths and to certify to  
 12:01:19 7 depositions, do hereby certify that pursuant to  
 12:01:19 8 Notice in the civil cause now pending and  
 12:01:19 9 undetermined in the United States District Court,  
 12:01:19 10 State of California, to be used in the trial of said  
 12:01:19 11 cause in said court, I was attended at the offices  
 12:01:19 12 of Gore, Perry, Gateway & Lipa Reporting, 515 Olive  
 01:19 13 Street, Suite 700, in the City of St. Louis, State  
 01:19 14 of Missouri, by the aforesaid attorneys; on the 14th  
 12:01:19 15 day of October, 2009.

12:01:19 16 The said witness, being of sound mind and being  
 12:01:19 17 by me first carefully examined and duly cautioned  
 12:01:19 18 and sworn to testify the truth, the whole truth, and  
 12:01:19 19 nothing but the truth in the case aforesaid,  
 12:01:19 20 thereupon testified as is shown in the foregoing  
 12:01:19 21 transcript, said testimony being by me reported in  
 12:01:19 22 shorthand and caused to be transcribed into  
 12:01:19 23 typewriting, and that the foregoing pages correctly  
 12:01:19 24 set forth the testimony of the aforementioned  
 01:19 25 witness, together with the questions propounded by

*Gore Perry Gateway Lipa Baker Dunn & Butz*  
 St. Louis 314.241.6750 St. Charles 636.940.0926

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counsel and remarks and objections of counsel thereto, and is in all respects a full, true, correct and complete transcript of the questions propounded to and the answers given by said witness; that signature of the deponent was not waived by agreement of counsel.

I further certify that I am not of counsel or attorney for either of the parties to said suit, not related to nor interested in any of the parties or their attorneys.

Witness my hand and notarial seal at St. Louis, Missouri, this 23rd day of October, 2009.  
My Commission expires April 7, 2013.

*Renee C. Wolf*

Renee Wolf, RMR, CRR, CCR #1291

Notary Public in and for the  
State of Missouri

