



Your estimated pre-tax individual settlement allocation from this settlement will be \$<<PAYMENT>>.
 Your estimated individual settlement allocation is based on the following, according to Oracle's records:
 From 4/16/03 to 11/3/11 you worked in a Quality Assurance class position a total of <<QA_WEEKS>> weeks.
 From 4/16/03 to 8/15/06 you worked in a Technical Support class position a total of <<TS_WEEKS>> weeks.
 From 4/16/03 to 10/1/06 you worked in a Project Manger class position a total of <<PM_WEEKS>> weeks.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

In Re ORACLE WAGE AND HOUR CASES
 Included Action:
Garcia v. Oracle Corporation (Alameda Co. Superior
 Court No. RG 07 321026)

Case No.: JCCP 4597
**NOTICE OF (1) PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT; (2) FINAL APPROVAL
 HEARING; AND (3) RIGHT TO OBJECT OR OPT OUT**

NOTICE OF CLASS ACTION SETTLEMENT AND YOUR RIGHTS

The Court authorized this Notice. This is not a solicitation from a lawyer.

The Court has given preliminary approval to a Class Action Settlement of this lawsuit.

If you were employed by Oracle or Peoplesoft in California in one of the positions described below during the time frames described below, you should read this Notice carefully because it may affect your rights.

- TO:
- Employees of Oracle or PeopleSoft in a Quality Assurance job code (described more specifically in #6 below) in California at any time from April 16, 2003 through November 19, 2010 and who did not previously opt out;
 - Employees of Oracle or PeopleSoft in a Technical Support job code (described more specifically in #6 below) in California, at any time from April 16, 2003 through August 15, 2006 and who did not previously opt out; and
 - Employees of Oracle or PeopleSoft in a Project Manager job code (described more specifically in #6 below) in California at any time from April 16, 2003 through October 1, 2006 and who did not previously opt out.

Your Legal Rights and Options in this Settlement	
DO NOTHING	<p>Stay in this lawsuit. Receive your share of the settlement money. Give up certain rights.</p> <p>You do not have to do anything to receive your share of the settlement monies. In exchange, you give up any rights to sue Oracle separately about the same legal claims contained in this lawsuit.</p>
ASK TO BE EXCLUDED/ OPT OUT	<p>Opt out of this lawsuit. Get no benefits or money from the settlement. Keep certain rights.</p> <p>If you exclude yourself, you will no longer be part of the lawsuit and you will not be entitled to any money from the settlement. But, you will keep any rights to sue Oracle separately about the same legal claims in this lawsuit.</p>
OBJECT	<p>Submit a written objection to the Court.</p> <p>If you disagree with the proposed settlement, you may submit an objection if you do not opt out. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the Court rejects your objection, you will be entitled to participate in the settlement. You cannot both ask to be excluded and object to the settlement.</p>

ORACLE WILL NOT RETALIATE AGAINST YOU FOR YOUR DECISION TO DO NOTHING, ASK TO BE EXCLUDED/OPT OUT, OR OBJECT.

BASIC INFORMATION

1. Why did I receive this Notice?

This notice explains that a proposed class action settlement has been reached in this case. Oracle's records indicate that you are a member of the class that is covered by the settlement. See Question #6 below for more detailed information about how class membership is determined.

Judge Steven A. Brick of the Superior Court for the County of Alameda is overseeing this class action. The lawsuit is known as *Garcia v. Oracle Corporation*, Civil Action No. RG 07 321026, and is one of the included actions in *Oracle Wage and Hour Cases*, JCCP No. 4597. You can see more information about Judge Brick and the Superior Court of Alameda County at the court's website by visiting the Department 17, Complex Division page at: <http://www.alameda.courts.ca.gov/courts/>.

2. What is this lawsuit about?

The lawsuit alleges that Oracle and PeopleSoft (1) failed to pay overtime compensation, (2) failed to provide meal periods and pay for missed meal breaks, (3) failed to provide accurate pay stubs, and (4) failed to issue correct final paychecks to former employees.

Oracle has denied and continues to deny any liability or wrongdoing. Oracle contends that employees in the class were at relevant times exempt from overtime entitlement, that employees were not denied meal periods to which they were legally entitled, that it provided accurate paystubs to employees, and that it issued accurate final paychecks to terminating employees.

3. What is a class action and who is involved?

In a class action, one or more persons called "Class Representatives" or "Plaintiffs" (in this case Leticia Garcia, Mitchell Rios, Gregory Otte, Greg Goumas, and Alfonso Faustino) file a lawsuit on behalf of people who have similar claims. The people together are called the "Class" or "Class Members." The company they sued (in this case Oracle and PeopleSoft) is called the "Defendant." One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves, or opt-out, from the Class.

4. Why is this a class action?

The Court previously decided that this lawsuit can be a class action and you should have received a notice about that decision. The Court's decision to certify the class should not be viewed as a ruling on the merits of the dispute.

5. Why is this case settling?

Attorneys for the Class and attorneys for Oracle have litigated this case since 2007 and trial was scheduled to occur in March 2012. Significant additional expense would be incurred by both sides leading to the trial. Attorneys for the Class and the Class Representatives, and attorneys for Oracle and the representatives of the company engaged in four days of negotiations, assisted by an experienced mediator, and reached the settlement described in this Notice.

This settlement is sought by both sides to avoid the further expense and disruption of litigation, to conclude the case with certainty and finality sooner than would otherwise occur, and due to the uncertainty over the outcome if the case were litigated through trial and appeals.

WHO IS IN THE CLASS

6. Am I part of this Class?

You are in the Class if any of the following applies to you and you have not previously signed a release or opted out of the case:

- a. **The Quality Assurance subclass:** All persons who are or were employed by Defendants in California, at any time from April 16, 2003 through November 19, 2010, in Oracle job codes 10810 (QA Analyst-1), 10820 (QA Analyst-2), 10830 (QA Analyst-3), and/or 10840 (QA Analyst-4), and/or PeopleSoft job codes 4501 (QA Developer); 4502 (Senior QA Developer).
- b. **The Support (Technical Analyst) subclass:** All persons who are or were employed by Defendants in California, at any time from April 16, 2003 through August 15, 2006, in Oracle job codes 90120 (Technical Analyst-1), 90121 (Technical Analyst-2), 90122 (Technical Analyst-3), 90023 (Technical Analyst-4), 90230 (Technical Analyst-5), and/or PeopleSoft job code 4407, except for when they were members of the Product Release Readiness Team and were moved to job code 66685 (or another job code in the 6668- family) in 2006 or later.

- c. **The Project Manager subclass:** All persons who are or were employed by Defendants in California, at any time from April 16, 2003 through October 1, 2006, in Oracle job codes 76520 (Programmer Analyst-2), 76530 (Programmer Analyst-3), 76540 (Programmer Analyst-4), and 76550 (Programmer Analyst-5); AND all persons who are or were employed by Defendants in California in Oracle job codes 10620 (IT Business Implementation Analyst-2), 10630 (IT Business Implementation Analyst-3), and/or 10640 (IT Business Implementation Analyst-4), at any time from April 16, 2003 until those job codes were converted to job codes 76520, 76530, and 76540, respectively; except for when they:
1. worked in one of the following groups: (a) the Compliance Group in the Strategy Planning Operations division of AIT; or (b) the Performance Training Group in the System Architecture and Operations division of AIT; and,
 2. were subsequently reclassified in or around October 2009 to the job code 14940 or another job code in that job family.

Regardless of your discretionary job title, you are in the Class if you had one of the job codes during the time frames listed above.

You are not in the Class if you signed a settlement or separation agreement or waiver releasing your claims when your employment with Oracle or PeopleSoft ended.

THE SETTLEMENT BENEFITS—WHAT YOU RECEIVE

7. What does the settlement provide?

Under the proposed settlement Oracle will pay a Gross Settlement Amount of thirty five million dollars (\$35,000,000.00), plus the employer share of payroll taxes on the settlement amounts designated as wages.

Subject to Court approval, from the Gross Settlement Amount, the following amounts will be deducted to arrive at a Net Settlement Amount, which will then be distributed on a pro rata basis to class members who do not submit an exclusion request, or ask to opt out of the settlement: (1) \$100,000.00 will go to the state Labor and Workforce Development Agency to resolve the claim for penalties under the Labor Code Private Attorney General Act; (2) approximately \$30,000.00 will be paid to the Settlement Administrator for administering the settlement; (3) up to \$150,000 will be paid to the five Class Representatives for the work and risk they undertook in prosecuting the action and creating the class settlement; (4) approximately \$1,000,000.00 will be for reimbursement of expenses and costs for Class Counsel; and (5) up to \$10,500,000.00 will be paid as attorneys' fees to the three different Class Counsel firms that have worked thousands of hours without compensation to date on behalf of the Class. Any amounts not approved by the Court will revert to the Net Settlement Amount for payment to class members who do not submit an exclusion request.

8. What can I get from the settlement?

Your share of the settlement will depend on a number of factors, including: a) how many weeks you worked for Oracle in a Class Position; b) the amount of Service Awards to the Class Representatives approved by the Court; d) the amount of Settlement Administrator's fees approved by the Court; e) the amount of a payment to the state approved by the Court, and e) the amount of attorneys' fees and costs approved by the Court.

Based on Oracle's records, the number of weeks that you worked that are covered by the settlement are shown at the top of this Notice. This number includes all weeks in which you were in a Class Position, as defined in the Settlement Agreement, minus any leaves of absence (but including any weeks of sick leave and vacation), and credit for partial workweeks was given on a pro rata basis. If you believe that the information is wrong, you may send in a written statement of why you believe it is wrong and any evidence that you have to support your position to the Settlement Administrator. The number of work weeks will be changed only if you prove by clear and convincing evidence that the number provided by Oracle is inaccurate. Your written notice and evidence to the Settlement Administrator must be sent by First Class Mail and postmarked by February 3, 2012, or if you send by any other method, it must be received by February 3, 2012.

The Settlement Administrator's contact information is:

Garcia v. Oracle Wage and Hour Class Settlement
c/o Rust Consulting, Inc.
P.O. Box 2396
Faribault, MN 55021-9096
1-855-460-1526

For each work week covered by the settlement, you will receive approximately \$<<PAYMENT>>. The amounts calculated as described above will be your pre-tax Individual Settlement Allocation. Your estimated pre-tax Individual Settlement Allocation is shown at the top of this Notice. The final Individual Settlement Allocation you receive may change based on the factors set forth above and the resolution of any workweek challenges filed by Class Members.

Half of your Individual Settlement Allocations will represent payment for claims for wages, and half will represent payment for claims for interest and penalties. From the wage portion of each Class Member's Individual Settlement Allocation, payroll deductions will be made for state and federal withholding taxes and any other applicable payroll deductions owed by the Class Member as a result of the payment.

9. Can I read a copy of the settlement agreement?

Yes. A copy of the settlement agreement, and all other documents related to the settlement, may be found attached to the Supplemental Declaration of Laura L. Ho In Support of Motion for Preliminary Approval of Class Action Settlement, filed on November 9, 2011, which is available for your review on the Court's Domain website at <http://apps.alameda.courts.ca.gov/domainweb/html/index.html>. To find this case, click on the "Complex Litigation" button and then click on the "Department 17 Cases" button. You also may contact Class Counsel (see contact information in Question #21 below) or view the agreement on Class Counsel's website at www.gdblegal.com.

10. If the settlement is approved, when will I receive my share of the Payout Fund?

The Court has scheduled a Fairness/Final Approval Hearing on March 8, 2012, at 3:00 p.m. in Department 17 of the Superior Court for the State of California for the County of Alameda, 1221 Oak Street, Oakland, California 94612-4293, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate; and (2) whether the applications for the Class Representative's Service Award, attorneys' fees and costs should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing.

Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed out to the Class Members within approximately five days. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals. Please be patient.

HOW YOU RECEIVE A PAYMENT

11. How can I receive a payment?

If you do nothing you will receive a payment. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses at the Settlement Administrator's address listed in Question #8 above.

12. What if I don't cash my settlement check?

If you do not cash your check, you will still be bound by the terms of the settlement; this means that you will release certain claims under state and federal law. After 180 days, the Settlement Administrator will stop payment on your check.

13. What am I giving up to be part of the settlement?

If you do not exclude yourself from the settlement, you will be bound by the release of claims in this Settlement:

Except as to such rights or claims as may be created by the Settlement Agreement, you shall be deemed to give full release and discharge to the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated damages, interest, and penalties for claims stated in the Seventh Amended Complaint, plus claims under the Labor Code Private Attorney Generals Act ("PAGA") predicated on the claims stated in the Seventh Amended Complaint. This release does not bar any claims stated in the included actions *Anderson v. Oracle Corp.* (Case No. CIV 469916 in San Mateo Superior Court) and *Matam v. Oracle Corp.* (Case No. RG09480164 in Alameda Superior Court).

For the Quality Assurance subclass, the above release applies to the time you were in a Quality Assurance job code listed in Question 6 above during the time period April 16, 2003 through November 3, 2011.

For the Support (Technical Analyst) subclass, the above release applies to the time you were in a Support job code listed in Question 6 above during the time period April 16, 2003 through August 15, 2006.

For the Project Manager subclass, the above release applies to the time you were in a Project Manager job code listed in Question 6 above during the time period April 16, 2003 through October 1, 2006.

For the full language of the release, see the Settlement Agreement filed with the Court.

YOUR RIGHTS AND OPTIONS

14. What are my rights and options?

You can remain in the case and recover from the settlement or you can opt out of the case and be excluded from the class and not recover from the settlement. You can also remain in the class and object to the proposed settlement if you think it is unfair, inadequate, or unreasonable.

Oracle will not take any adverse employment action, or otherwise retaliate against you for remaining in the settlement or asking to be excluded from the settlement.

15. What happens if I do nothing at all?

You don't have to do anything now to receive your share of the settlement. You will be bound by the release set forth in Question #13 above.

16. Why would I ask to be excluded?

You do not need a reason to ask to be excluded. If you already have your own overtime and meal period violation lawsuit against Oracle or PeopleSoft and want to continue with it, you may need to ask to be excluded from the Class. If you exclude yourself – which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class – you won't get any money or benefits from this settlement. If you exclude yourself, you will not be legally bound by the settlement.

If you do exclude yourself so you can start or continue your own lawsuit against Oracle or PeopleSoft, you should talk to your own lawyer soon, because there may be a time limit on when you can file your claims.

17. How do I ask the Court to exclude me from the Class?

The Court will exclude you from the class if you make a request to be excluded by **February 3, 2012**. To be excluded, you must send a written “Exclusion Request” to the Settlement Administrator at the address listed in Question #8 above, stating that you want to be excluded from the *Garcia v. Oracle Corporation* class action. You must include your name (including any other names you may have used at Oracle), last four digits of your social security number, and address, and sign the opt-out form or letter. You should also keep a copy for your records. Your Exclusion Request must be postmarked by February 3, 2012, or if you send by any other method, it must be received by February 3, 2012.

If you do not follow these instructions for excluding yourself from the class, you will be bound by the settlement in this action.

18. Why would I ask to object?

If you think that the proposed settlement is unfair, inadequate or unreasonable, you can object to the proposed settlement.

19. How do I ask the Court to object?

If you want to object to the settlement or any part of the settlement, you must send the Settlement Administrator, at the address listed in Question #8 above, a notice of intention to appear, along with any papers for the Court to consider, postmarked by February 3, 2012, or if you send by any other method, it must be received by February 3, 2012.

If you object in the manner provided above, then you or your attorney may appear at the Final Approval Hearing, currently set for March 8, 2012, at 3:00 p.m. at the Superior Court for the State of California, County of Alameda, to present any arguments concerning the fairness, reasonableness and adequacy of the settlement, or concerning the Class Representatives' application for the Service Awards or the award of attorneys' fees, costs and expenses. However, if you do not object in the manner provided above, your objection may be considered waived and you will not be able to make any other or later objection to the fairness, reasonableness or adequacy of the proposed settlement, or any to award of attorneys' fees, costs and expenses, or Class Representatives' Service Awards.

20. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

CLASS COUNSEL AND CLASS REPRESENTATIVES

21. Who are the lawyers representing the class?

The Court has decided that the following law firms are qualified to represent you and all Class Members:

Goldstein, Demchak, Baller, Borgen & Dardarian 300 Lakeside Drive, Suite 1000 Oakland, CA 94612 Telephone: (800) 538-1467 Fax: (510) 835-1417 Email: oraclevertime@gdblegal.com Website: www.gdblegal.com	Weltin Streb & Weltin, LLP 1432 Martin Luther King, Jr. Way Oakland, CA 94612 Website: www.weltinlaw.com	Flynn, Delich & Wise, LLP 343 Sansome Street, Suite 540 San Francisco, CA 94104
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Together, the law firms are called “Class Counsel.”

22. How will the lawyers and Class Representatives be paid?

The amount of attorney’s fees and costs awarded to Class Counsel will be subject to Court approval. If the Court grants Class Counsel’s request, the fees and expenses will be paid from the Gross Settlement Amount.

Class Counsel have actively litigated this case since 2007 without any compensation to date. Class Counsel have devoted thousands of hours and approximately a million dollars of out of pocket expenses to prosecuting the case. According to California law, the Court may award attorneys’ fees to Class Counsel as well as reimbursement for costs Class Counsel have expended in their work. Class Counsel plan to request that the Court authorize payment to them of attorneys’ fees of ten million five hundred thousand dollars (\$10,500,000.00) and costs and other expenses of approximately one million dollars (\$1,000,000.00) which, if approved, will come from the Gross Settlement Amount.

The Class Representatives have also expended considerable time and energy prosecuting this case. They will ask the Court to approve monetary payments to them as compensation for the work they have done (and risk they have incurred) in bringing and prosecuting the case and achieving a substantial settlement for the three subclasses, in an amount not to exceed thirty thousand dollars (\$30,000.00) each or a total of one hundred fifty thousand dollars (\$150,000.00) (the “Service Awards”). If approved by the Court, these payments will be made solely from the Gross Settlement Amount and will be in addition to any amounts of damages paid to the Class Representatives as Class Members under the settlement.

23. Should I get my own lawyer?

If you choose to stay in the class and do not send a letter seeking to be excluded, you do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want to hire your own lawyer, you have the ability to do that. For example, you could hire your own lawyer and ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

THE COURT’S FAIRNESS HEARING

24. When and where will the Court have a hearing on the settlement?

The Court will hold a hearing in front of the Honorable Judge Steven Brick on March 8, 2012, at 3:00 p.m. at the Superior Court of California, County of Alameda, Dept. 17, located at 1221 Oak Street, Oakland, California 94612-4293 (the “Court”), to determine whether the proposed settlement of the Action is fair, adequate, reasonable and should be approved by the Court. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Brick might have. The final approval hearing may be continued or adjourned without further notice.

25. May I attend the hearing and speak?

Anyone may attend this hearing. If you are a Class Member and wish to speak, you must submit an objection as described above before you can speak at the hearing.

GETTING MORE INFORMATION

26. How can I get more information?

The foregoing description of the case is general and does not cover all of the issues and proceedings thus far. In order to learn more about the case, you may visit Class Counsel's website at www.gdblegal.com, contact Class Counsel at (800) 538-1467 or oracleovertime@gdblegal.com, or at the addresses of Class Counsel listed in Question #21 above.

You also may obtain more information by viewing the Court's files on the Court's website for free. Judge Steven A. Brick of the Superior Court for the County of Alameda, Department 17, Complex Division is overseeing this class action. You can see more information about Judge Brick and the Superior Court of Alameda County at the court's website at: <http://apps.alameda.courts.ca.gov/domainweb/html/index.html>. To view documents in the case (1) Click the button called "Case Summary." (2) Once on the Case Summary webpage, in the field after "Enter the case number" type "JCCP004597" then click "Submit." This will take you to the General Information webpage for the Oracle Wage and Hour Cases. (3) To see a list of documents filed in this case click on the "Register of Actions" button located on the left side of the General Information webpage. (4) To view a specific document click on the image icon associated with the document you would like to view.

Oracle can continue to communicate with its current employees in the ordinary course of business, but is not permitted to communicate with members of the Class about this lawsuit or settlement. You can speak to the lawyers representing the Class if you want more information.

PLEASE DO NOT CALL THE COURT OR ORACLE REGARDING THIS NOTICE