

EXHIBIT 1

IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

DANI HOENEMIER and MARION
WILLIAMS, on behalf of themselves, all others
similarly situated, and the general public,

Plaintiff,

v.

SUN MICROSYSTEMS, INC., a Delaware
Corporation, SEEBEYOND TECHNOLOGY
CORPORATION, a Delaware Corporation, and
DOES 1-10, inclusive,

Defendants.

Case No. 106 CV 071531

NOTICE OF CLASS ACTION SETTLEMENT

TO: ALL TECHNICAL WRITERS EMPLOYED BY SUN AND/OR SEE BEYOND IN CALIFORNIA DURING THE PERIOD SEPTEMBER 21, 2002 TO FEBRUARY 13, 2010.

RE: SETTLEMENT OF CLAIMS FOR UNPAID OVERTIME COMPENSATION, MISSED MEAL BREAKS, AND ALL RELATED CLAIMS FOR RELIEF

**PLEASE READ THIS NOTICE CAREFULLY
IT MAY AFFECT YOUR LEGAL RIGHTS**

I. INTRODUCTION

This Notice of Class Action Settlement ("Notice") is to inform you that Dani Hoenemier ("Hoenemier"), Marion "Russ" Williams ("Williams") and Sun Microsystems, Inc. now Oracle America, Inc. ("Sun") have agreed to settle a class action lawsuit in which Hoenemier and Williams alleged that Sun violated California law by failing to pay overtime compensation and failing to provide meal breaks to Technical Writers employed in California ("Technical Writers") from September 21, 2002 to February 13, 2010 (the "Class Period.") You may be entitled to receive a share of the money Sun has agreed to pay to settle this case, should the Court grant final approval of the Settlement. Sun respects your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement described below.

THIS NOTICE IS TO INFORM YOU ABOUT:

- THE STATUS OF THE LAWSUIT;
- YOUR RIGHTS WITH RESPECT TO THE PROPOSED SETTLEMENT;
- YOUR ESTIMATED PAYOUT FROM THE SETTLEMENT FUND;

- YOUR OPPORTUNITY TO CHALLENGE INFORMATION USED TO CALCULATE YOUR SHARE OF THE SETTLEMENT FUND; AND
- YOUR OPPORTUNITY TO FILE WITH THE COURT ANY OBJECTIONS YOU MAY HAVE TO THE SETTLEMENT

II. DESCRIPTION OF THE LAWSUIT

On September 21, 2006, Plaintiff Hoenemier filed a lawsuit in the Superior Court of the State of California, in and for the County of Santa Clara, Case No. 106 CV 071531, in which she asserted that Sun and See Beyond (collectively "Sun") had misclassified their Technical Writers as exempt from the payment of overtime under the California Labor Code. She sought back pay, interest and penalties on behalf of herself and other Technical Writers for unpaid overtime, missed meal breaks, failure to document hours worked on pay stubs, and failure to pay all accrued wages upon termination of employment. On May 13, 2008, the Court granted Plaintiff's motion to allow the case to proceed as a class action. The Class consists of all Technical Writers employed by Sun in California from September 21, 2002 to February 13, 2010 (the date Sun Technical Writers became employees of Oracle America and were no longer treated as exempt) and who did not properly exclude themselves from the Class. The case records reflect that you remain a member of the Class. Hoenemier and Williams and their attorneys ("Class Counsel") have been appointed to represent the Class.

Sun denies all allegations raised in the lawsuit. Specifically, Sun denies that it violated any applicable overtime, meal period, or related laws with respect to its Technical Writers. In particular, Sun asserts that all of its Technical Writers had been properly classified as exempt and therefore were neither entitled to overtime pay or pay for alleged missed meal breaks. Sun further denies that it failed to provide meal breaks to its Technical Writers or gave them inaccurate pay stubs. Nevertheless, to avoid the time, disruption, and expense of further litigation, Sun has agreed to settle the litigation with the Class.

Class Counsel believe that the proposed Settlement is fair, reasonable, and in the best interests of the Class.

On July 20, 2010, the Court preliminarily approved the Settlement Agreement. This Notice is being sent to you because you are a member of the Class. As a result, this Settlement may affect your rights.

III. TERMS OF THE SETTLEMENT AGREEMENT

Sun has agreed to pay Five Million Dollars (\$5,000,000.00) to resolve all claims Class Members may have under California and federal law involving overtime wages, meal period compensation, incomplete wage statements, incomplete payroll records, penalties related to those

claims, penalties for failure to pay all wages due upon termination of employment (“waiting time penalties”), and attorneys’ fees and costs, that were or could have been brought based upon the factual allegations made in this lawsuit.

Under the agreement, up to 33.3% of the Settlement Fund may be paid to Class Counsel to compensate them for their work (described below in Section VIII) on the case. Up to \$110,000 may also be paid from the Settlement Fund to reimburse Class Counsel for the litigation expenses they paid out-of-pocket. Additionally, up to \$40,000 may be paid to Hoenemier and Williams collectively as service payments to compensate them for their roles as Named Plaintiffs and Class Representatives, and to serve as additional compensation for Hoenemier and Williams executing individual general releases. The costs of class notice and Settlement administration also will be paid from the Settlement Fund.

The amount remaining after these payments (the “Net Settlement Fund”)—which is expected to total approximately \$3,175,000--will be distributed to the Class. Payments to the Class will be allocated as follows: (1) 50% for overtime and missed meal period compensation; (2) 40% for accrued interest on the overtime and missed meal break pay; and (3) 10% for penalties.

Each Class Member will share pro rata in the Net Settlement Fund based upon a point system that will account for weeks worked in the Class Period, respective average hourly rate, and deductions for part-time assignments and/or execution of a severance package release during a certain time period. Each Class Member’s pro rata share of the respective portions of the Net Settlement Fund shall be determined as follows:

(a) Determine the number of weeks the Class Member worked for Sun as a Technical Writer in California during the Class Period (excluding leaves of absences and sabbaticals).

(b) Deduct from that number of weeks fifty percent (50%) of each week the Class Member was employed in a “part-time” classification (defined as a salary based on less than a 40-hour week).

(c) The Class Member’s average hourly rate will be determined by dividing his or her total salary compensation (exclusive of bonuses) paid by Sun during the Class Period divided by the number of weeks worked during the Class Period by that individual and then dividing that amount by 40 hours per week to arrive at an average hourly rate.

(d) The sum of weeks assigned to each Class Member is then multiplied by each his or her respective average hourly rate, resulting in the total “Individual Points” earned by that individual.

(e) For any Class Member who signed a severance agreement and general release during the time period September 21, 2006 (date the case was filed) to May 13, 2008 (date of class certification), the number of points will be reduced by thirty percent (30%).

(f) Total Net Settlement Fund Points will be the sum of all “points” assigned to the all Class Members in Steps (a) through (e) above.

(g) Each Class Member's Pro Rata (percentage) Share of the Net Settlement Fund will be determined by dividing the Class Member's points calculated in subsections (a) through (e) by the Total Net Settlement Fund Points calculated in subsection (f) above. As an example, if a Class Member has 20,000 Individual Points out of 1,000,000 Total Net Settlement Fund Points, his/her pro rata share of the Overtime and Overtime Interest portion of the Net Settlement Fund would be 2% (that is, 20,000 Individual Points divided by 1,000,000 Total Net Settlement Fund Points).

Technical Writers who do not opt-out of the Settlement will receive a share of the Net Settlement Fund. The enclosed Computation of Settlement Share Form informs you of your approximate share of the Net Settlement Fund based on Sun's records.

This summary of the proposed Settlement Agreement does not include all of the terms and conditions of the Settlement. The only complete statement of the terms of the proposed Settlement is in the actual Settlement Agreement that has been tentatively approved by the Court. Copies of the agreement are available for inspection at www.suntechwriterssettlement.com or from Class Counsel whose addresses are shown in Section IX below. A copy also can be inspected in the Office of the Clerk of the Santa Clara County Superior Court of the State of California. PLEASE DO NOT CALL THE COURT OR THE JUDGE.

IV. RIGHT TO CHALLENGE WEEKS OF WORK USED TO COMPUTE YOUR SHARE OF THE NET SETTLEMENT FUND

The attached Computation of Settlement Share Form identifies the number of workweeks that Sun's electronic records indicate you worked as a Technical Writer in California. It also provides an estimate of your share of the Net Settlement Fund. If you believe the number of workweeks used to calculate your share is incorrect, you may file a challenge. To do so, you must state the correct number of weeks worked on the Computation of Settlement Share Form in the space provided and provide written evidence to support your challenge. **Failure to submit documentation to support your challenge will be grounds for rejecting the challenge.** Your challenge and supporting documentation must be mailed to Simpluris, Inc., who has been appointed as Settlement Administrator, at Simpluris, Inc. | Class Action Settlement Administration, 3176 Pullman Street, Suite 123, Costa Mesa, CA 92626. **Any such challenge must be postmarked by September 10, 2010. It is strongly recommended that you obtain proof of mailing any challenge.**

If you file a timely challenge to the number of workweeks reflected in Sun's records, the Settlement Administrator will investigate your challenge. Your submission of a challenge on the Computation of Settlement Share Form will constitute your authorization for the Settlement Administrator to review your Sun records to determine the weeks you actually worked.

After reviewing Sun's records and your evidence, the Settlement Administrator will determine the number of weeks to be used in computing your Settlement share. Your share may be increased or decreased as a result of this process. The Settlement Administrator will have complete discretion to determine whether your challenge should be honored: there will be no review or challenge of the Settlement Administrator's determination.

V. BINDING EFFECT AND CLASS RELEASE

If approved by the Court, the proposed Settlement Agreement will be binding on all Class Members who do not opt-out of the Settlement and will preclude them from bringing any claims arising out of the Class Period concerning their exempt classification, unpaid overtime, unpaid meal period compensation, incomplete wage statements, incomplete payroll records, and related penalties based upon alleged violations of the California Labor Code, California Business and Professions Code, and other applicable state and federal laws. Once the Settlement Agreement is approved by the Court, the Class Members who do not opt out of the Settlement will fully release and discharge Sun and any and all present and former parent companies, subsidiaries, predecessor companies, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, successors and assigns, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated damages, interest, penalties, actions or causes of action of every kind or nature arising out of or in any way related to the Technical Writer Class Claims, including but not limited to all claims related to an allegedly inappropriate exempt classification; unpaid overtime; missed meal breaks; failure to provide timely and accurate wage statements and to keep required payroll records; waiting time and other penalties; and interest, up to and including February 13, 2010.

In addition, the Class Members who do not opt out of the Settlement will waive any and all rights and benefits afforded by California Civil Code section 1542, which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

VI. OPT-OUT PROCEDURE

You have the right to opt-out if you do not want to be part of this Settlement. **If you do opt out, you (a) will not receive any money from the Settlement; and (b) will not be bound by the Settlement.** You also will retain your right to bring a separate individual legal action against Sun. If you do opt out of this lawsuit and bring a separate individual action, you may lose your case and

receive nothing, or you may obtain less money than you could get under this Settlement Agreement even if you prevail. And, it could take several years for you to obtain any such money.

To opt out of this lawsuit, you must send a signed letter to Simpluris at the address listed above, stating that you are exercising your right to opt out of the Class and Settlement Agreement. To be timely, your opt out request must be postmarked no later than September 10, 2010.

VII. OBJECTIONS TO THE PROPOSED SETTLEMENT

You also may object if you believe that the Court should not approve the proposed Settlement. You may make your objection in writing and/or by appearing at the court hearing for final approval, as explained below. If you submit an objection in writing, explain the basis for the objection, mail it to Simpluris at the address provided above.

The Court has set a hearing date for October 8, 2010, at 9:00 a.m., at which it will decide whether to give its final approval to the Settlement Agreement. All objections to the Settlement will be considered at this hearing. You may appear at the hearing personally or through attorneys of your choice. The hearing will be held at Santa Clara County Superior Court, Dept. 8C, 191 N. First Street, San Jose, California. Any objections or other correspondence should state the name and number of the case, which is *Hoenemier v. Sun Microsystems, Inc.*, Case No. 1:06-CV-071531, Santa Clara County Superior Court.

VIII. ATTORNEYS' FEES AND COSTS

Over the past four years, Class Counsel have invested over 2,500 hours and significant financial resources in investigating the duties of Technical Writers, analyzing class data, conducting extensive written and deposition discovery, winning the motion to certify this case as a class action, successfully fending off a motion for summary judgment filed by Sun, preparing detailed damages assessments, and negotiating the proposed Settlement. You personally will not have to pay directly the attorneys who represented Hoenemier, Williams, and the other Class Members such as yourself in this lawsuit. As noted above, their fees and costs as approved by the Court will be paid from the Settlement Fund.

IX. TO GET FURTHER INFORMATION OR CONTACT CLASS COUNSEL.

If you have any questions about the Settlement Agreement, you may contact Simpluris, the Settlement Administrator at (800) 779-2104. You also may contact the following Class Counsel:

Aaron Kaufmann
HINTON, ALFERT & SUMNER
1646 N. California Blvd., Suite #600
Walnut Creek, California 94596
(925) 932-6006
kaufmann@hinton-law.com

Steve Zieff
RUDY, EXELROD & ZIEFF
351 California Street, Suite 700
San Francisco, California 94104
(415) 434-9800
szieff@reztlaw.com

Richard J. (Rex) Burch
BRUCKNER BURCH PLLC
1415 Louisiana, Suite 2125
Houston, Texas 77002
(713) 877-8788
rburch@brucknerburch.com

X. ADDRESS OF SUN'S ATTORNEYS

For purposes of serving copies of any objections, the address for Sun's attorneys is:

Francis J. Ortman, III
Cody D. Knight
Seyfarth Shaw LLP
560 Mission St., 31st Floor
San Francisco, CA 94105

XI. OBTAINING COPIES OF THE SETTLEMENT AGREEMENT

This Notice does not set forth the complete terms of the Settlement Agreement that has been preliminarily approved by the Court. You may obtain a copy of the Settlement Agreement at www.suntechwriterssettlement.com or from Class Counsel. Settlement Class Members or their counsel may also examine the file of this case at the Office of the Clerk, Santa Clara County Superior Court of the State of California, located at 191 N. First Street, San Jose, California, or at Class Counsels' offices at any of the addresses shown in Section IX above.

XII. IF THE SETTLEMENT AGREEMENT IS NOT APPROVED

If the Settlement Agreement is not approved by the Court, or if any of its conditions are not satisfied, the conditional Settlement will be voided, no money will be paid, and the case will revert to litigation. However, if that happens there is no assurance: (a) that any decision at trial would be in favor of class members; (b) that a favorable trial decision, if any, would be as favorable to the class members as this Settlement; or (c) that any favorable trial decision would be upheld if an appeal was filed.

XIII. NO RETALIATION OR DISCRIMINATION

Applicable state law prohibits Sun from discharging you or in any manner discriminating against you because you participate in this Settlement. Sun has no objections to your receipt of your share of the Net Settlement Fund.

XIV. NO OPINION EXPRESSED AS TO THE MERITS OF THE CASE

While the Court has preliminarily approved the Settlement Agreement, it has expressed no opinion regarding the merits of the Class claims or Sun’s defenses. The Court must remain neutral in this matter and cannot give you advice. **Therefore, please do not write or call the Court regarding this Settlement.**

XV. ADDRESS CHANGES

It is your responsibility to keep the Settlement Administrator apprised of your correct address. Please sign and mail any change of address along with your Social Security number, date of birth, former address and new address to: Simpluris, Inc. | Class Action Settlement Administration, 3176 Pullman Street, Suite 123, Costa Mesa, CA 92626.

Dated: _____

Hon. _____
Superior Court Judge