

## **EXHIBIT 6**

JAMS Arbitration New York, New York

---

FELICIA WILSON,

JAMS Case # 1425020131

CLAIMANT,

- against -

**FINAL AWARD**

ORACLE CORPORATION,

RESPONDENT.

---

Claimant, Felicia Wilson, is employed by respondent Oracle Corporation as an Application Sales Representative who sells Oracle's software applications to business enterprise customers and is paid commissions on those sales. At issue on this arbitration is the amount of commissions to which she was entitled for the sales to Oracle customer Pearson, Inc., consummated during Oracle's fiscal year (FY) 2014. It is undisputed that Ms. Wilson's commissionable sales to Pearson in FY 2014, which ended May 31, 2014, totaled \$10,456,055.14.

The amount of commissions to which a sales representative, such as Ms. Wilson, would be entitled was covered by two documents:

1. A fiscal year Incentive Compensation Terms and Conditions which sets forth the compensation terms applicable to Oracle sales representatives generally and

2. A fiscal year Individualized Compensation Plan which sets forth the terms applicable to the particular sales representative, including individualized commission rates.

The first agreement, which applies to sales representatives generally, is long and detailed with various defensive explanatory policy statements and considerations with references to other sections of the document, in abstruse “contract prose” that is not a model of clarity.

The Individualized Compensation Plan, specifically applicable to Ms. Wilson, essentially consists of 1 ½ pages of which the first page sets forth a chart which includes a box entitled “Applications (EPM) Sales Target” that contains the figure \$2,969,480.00.<sup>1</sup> An adjacent section box on that page is entitled “Applications (EPM) Rates\* (see notes below)”. The two critical pages are attached hereto as Exhibit 1. Although they contain highlighting for the court’s benefit, there was no such highlighting in the original.

At the hearing on Respondent’s Motion to Dismiss it was indicated that FY2014 was the first year that the “in excess of 250% of quota” was contained in the Individualized Compensation Plan. Significantly, the companion Incentive Compensation Terms and Conditions applicable to sales representatives generally also makes reference to Commissions that exceed “Maximum Commission or Deal Threshold” (page 5, section B) which states that those provisions “have been established to ensure reasonable compensation is paid, especially in the case of unplanned windfalls and unexpected gains and that earnings reflect a reasonable realization of the Employee’s

---

<sup>1</sup> Apparently that number really means “quota” although the common understanding of the phrase sales target is a goal to be achieved—i.e. aspirational—while a quota is a definitive percentage of a specified number—i.e. a mandatory minimum. While they do not have identical meanings in common parlance, both plans appear to use them interchangeably.

contribution toward a transaction” (emphasis added). Here, the voluminous uncontradicted documentary evidence overwhelmingly demonstrates that claimant’s work on this project was extraordinary, as acknowledged by her superiors, and involved over 2 years of intensive effort which was characterized by one of her superiors as follows:

“Approved by EPM GFP, Felicia led this deal for our pillar as the lead ASM & we would not have captured the \$10M Net L without her involvement/leadership. The multi-year documented history of her effort/engagement more than validates this. I was also personally involved in this deal in significant detail & reinforce that we would not have won this business without her as the point ASM for our pillar.”

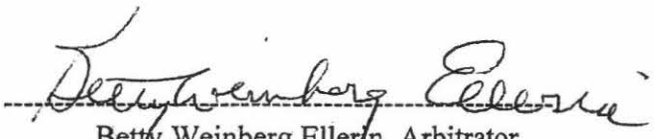
The record contains other similar supervisory accolades. When I inquired of Ms. Wilson on the oral argument of Respondent’s motion to dismiss why she didn’t split the sale into two separate parts since FY 2014 was coming to an end, she indicated that she was guided by the assurances of several layers of supervisory personnel that the rule would not be applied in her case and that if any problem arose it would be corrected by a CERT application. In fact, initially her commissions were calculated and posted to her account in the amount of \$873,638.10 without application of the “250% quota” declaration but, thereafter, she was advised that that amount was ultimately being reduced by \$257,335.79 because of the “over 250% quota rule”. I find that she was entitled to rely on the assurances and guidance of her superiors and should not be penalized for doing so.

A CERT application was filed and fully supported by at least seven levels of supervisory personnel who emphasized her outstanding performance. That the application was ultimately rejected at the highest management level, I find to be incomprehensible and contrary to rational business practices. It essentially punishes rather than rewards extraordinary performance. I find this insupportable and contrary to respondent's own contractually stated purpose for such an adjustment as set forth in the general Incentive Compensation Terms and Conditions drafted by Respondent itself.

Under the circumstances here I find that it would be manifestly unfair to apply the draconian "over 250% quota" rule and I will not do so, particularly since it is in conflict with Respondent's own contractual justification for such "rule". Accordingly, Respondent's motion to dismiss is denied and Claimant is awarded the remaining balance of her commissions in the amount of \$257,335.79 as calculated under the terms of her Individualized Compensation Plan, without reference to the 250% rule, plus interest at 3% per annum in light of prevailing money market conditions (see JAMS, Employment Arbitration Rules and Procedures Rule 24 [g]) from the date that notification was sent that the CERT application was denied (i.e., August 11, 2014) to the date that payment of this Award is made in full. . All of Complainant's remaining claims are denied and dismissed.

Dated: October 27, 2016

New York, N.Y.

  
Betty Weinberg Ellen, Arbitrator



Incentive Compensation : Contract Screen

[https://global-ebusiness.oraclecorp.com/OA\\_HTML/OA.jsp?page=/oracl...](https://global-ebusiness.oraclecorp.com/OA_HTML/OA.jsp?page=/oracl...)

Incentive Compensation

[Home](#) [Logout](#) [Preferences](#)

ORACLE

## Fiscal Year 2014 Individualized Compensation Plan

**Name** Wilson, Felicia Ann **Employee Number** 82849  
**Title** 3317.Applications Sales Representative V **Effective** 01-JUN-2013

(Figures shown below are in US Dollars)

<b>Applications (EPM) Sales Target</b>	<b>Applications (EPM) Rates* (see note below)</b>	<b>Club Qualification</b> Club Excellence qualification is discretionary. Selection is at the discretion of the Executive Vice President.
2,969,480.00	0- 2,969,480 4.71463017% 2,969,480- 3,711,850 7.07194526% 3,711,850- 7,423,700 9.42926034% > 7,423,700 9.42926034%	
<b>Applications (Exalytics) Unit Target (Rack)</b>		
1.000		
<b>Target Variable</b>		
140,000.000		

Minimum Order Value: 10000

Compensation Administration Type - Sales Credit/Rollup

Menu Option: C178.1

Sales Credit Multiplier:

Eligible Subscription Offering New/Expansion (30+ months) - 4.1  
 Eligible Subscription Offering New/Expansion (18-29 months) - 3.5  
 Eligible Subscription Offering New/Expansion (3-17 months) - 3.1  
 Eligible Subscription Offering New/Expansion (<3 months) - 1.0  
 On Premise - 1.0  
 Eligible Subscription Offering Renewal (30+ months) - 1.5  
 Eligible Subscription Offering Renewal (18-29 months) - 1.0  
 Eligible Subscription Offering Renewal (12-17 months) - 0.5  
 Eligible Subscription Offering Renewal (<12 months) - 0.25

Compensation Plan is eligible to receive First Year Support, License, Subscription, Systems Sales Credit. Commission for any sales credit from a single customer in excess of 250% of quota in the given fiscal year will be calculated at 0.2x of the tier 1 rate. Sales Credit for software will be assigned to eligible Sales Employees based on transaction amount times applicable Sales Credit Multipliers (see Appendix 1 for additional information). Refer to the Global Product Matrix for eligibility of these products and the Sales Crediting method that would apply.\*Note:

Incentive Compensation : Contract Screen

[https://global-ebusiness.oraclecorp.com/OA\\_HTML/OA.jsp?page=/oracl...](https://global-ebusiness.oraclecorp.com/OA_HTML/OA.jsp?page=/oracl...)

Accelerated Commission Rates above the lowest tier Commission Rate apply only after the Unit Target (Exadata, Exalogic, Exalytics or combination) as specified above has been exceeded.

In addition to the above compensation, you may be eligible to receive SPIFs (Special Promotion Incentive Funds) for specific products and services. Please refer to the link below for a complete listing of SPIFs available under this plan. In order to be considered eligible for any Bonus, including but not limited to the Sales Target Bonus, Business Initiatives Bonus, Margin Bonus and Revenue Bonus, an Employee must be employed by the Company through the last business day of the applicable Bonus Period. In addition, to be eligible for a Bonus, the Employee must have been employed on an eligible Plan (e.g. on a Sales or Pre-Sales job code) for a minimum of 30 days or one full calendar month (i.e. February) in the Bonus Period, taking into account transfer dates, new hire dates, and Leaves of Absence (LOA). Please refer to local Appendix 4 for Bonus Period details and applicable variations.

I acknowledge receipt and accept the Plan which consists of this document, accompanied by the FY14 Incentive Compensation Terms and Conditions and the applicable Appendices Included in the list below" (the "FY14 Terms and Conditions") available at <http://my.oracle.com>, as my FY14 compensation package. I have read and agree to be bound by the FY14 Terms and Conditions. I understand that I do not earn Commissions or Bonuses until the Company makes any and all final determinations and adjustments, modifications or changes described in Section II.B of the FY14 Terms and Conditions, and until the Company has been paid in full by the customer on the applicable transaction(s). I agree that any such adjustments, modifications or changes will constitute an application of the terms of the Plan as opposed to a unilateral change by Oracle, and I accept that they will be fully binding. Any payment made to me under the Plan before I have earned such payment as set forth in the FY14 Terms and Conditions is considered an Advance Against Compensation. \*List of Appendices: Appendix 1: License Sales; Appendix 2: Customer Services Sales; Appendix 3: Oracle University Sales; Appendix 4: Country / Organization Variations; Appendix 5: Consulting Sales; Appendix 6: On Demand Sales; Appendix 7: OFD Sales; Appendix 8: Systems Sales; Appendix 9: HSGBU Sales.

Go to: <http://my.oracle.com> to review the Special Bonus/Incentive programs.null

<p>Approved By</p>          <p>Jody Terry Vice President Finance NA</p> <p>Oracle America</p> <p>01-JUN-2013</p>	<p>Accepted By</p>          <p>Wilson, Felicia Ann</p> <p>01-JUN-2013</p>
--	---

Terms and Conditions [FY14 T&Cs General FINAL NA US & CANADA ENGLISH v1.0.html](#)[Home](#) [Logout](#) [Preferences](#)

**PROOF OF SERVICE BY EMAIL & U.S. MAIL**

Re: Wilson, Felicia vs. Oracle Corporation  
Reference No. 1425020131

I, Garrett Feldman, not a party to the within action, hereby declare that on November 01, 2016, I served the attached Final Award on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at New York, NEW YORK, addressed as follows:

Christopher J. Collins Esq.  
Sheppard Mullin Richter & Hampton LLP  
30 Rockefeller Plaza  
New York, NY 10112  
Phone: 212-653-8700  
ccollins@sheppardmullin.com  
Parties Represented:  
Oracle Corporation

Alan M. Goldston Esq.  
Alan M. Goldston, Attorney at Law  
164 White Rd.  
Scarsdale, NY 10583  
Phone: 914-907-2234  
nycounsel@msn.com  
Parties Represented:  
Felicia Wilson

I declare under penalty of perjury the foregoing to be true and correct. Executed at New York, NEW YORK on November 01, 2016.



Garrett Feldman  
gfeldman@jamsadr.com