

EXHIBIT C



Jerome A. Murphy
(202) 624-2985
JMurphy@crowell.com

October 27, 2010

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101073.0000001

VIA EMAIL AND FEDEX

Joel S. Sanders, Esq.
Gibson Dunn & Crutcher
555 Mission Street, Suite 3000
San Francisco, CA 94105-2933

Re: Micron's Cooperation

Dear Joel:

I am writing in response to your October 11, 2010 letter asserting (1) that Micron is entitled to limit its liability to Oracle America, Inc. in Oracle's suit to recover overcharges from Micron for its role in the DRAM price-fixing cartel because the Antitrust Criminal Penalty and reform Act of 2004 (the "2004 Act") applies retroactively to reward Micron for applying for amnesty from the Department of Justice and (2) that Micron has already provided "substantial cooperation" to Oracle in connection with its claims.

As you know, Sun Microsystems, Inc. (now Oracle America, Inc.) and Micron entered into a tolling agreement in February 2006. Because of the tolling agreement, Sun did not sue Micron, but did file suit against many of Micron's co-conspirators in the DRAM cartel. Sun's case was transferred to Judge Hamilton, who was overseeing the DRAM MDL, and treated as a related case. Micron was also a party in that MDL litigation, having been sued by both class plaintiffs and other companies seeking restitution for their overcharges from Micron's cartel.

During the course of that litigation, Sun, as a party in a related lawsuit, rightfully gained access to Micron's previously filed interrogatory responses and other discovery provided to the class plaintiffs, as well as to the discovery responses and document productions of all other defendants in the DRAM MDL. This "cooperation" by Micron – in the form of truthful interrogatory answers and document productions – is a basic requirement of all defendants under the Federal Rules of Civil Procedure, not an example of extraordinary efforts to assist Sun in bringing its civil antitrust claims.

Moreover, despite Sun's agreement that it would forgo taking depositions of Micron employees in its litigation in exchange for certain cooperation from Micron, Micron ultimately refused to live up to its end of the bargain. Several informal interviews were conducted pursuant to this separate agreement. However, we also agreed that Micron would provide declarations in support of Sun's opposition to summary judgment motions. When the time came to perform,

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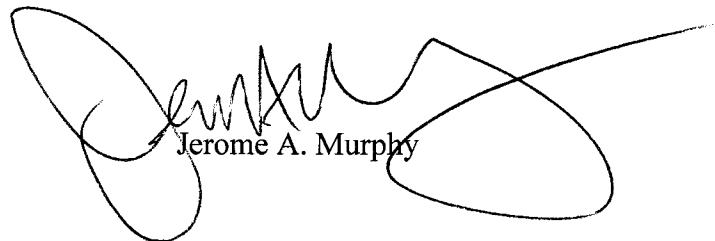
Micron refused. We further agreed that, in exchange for forgoing depositions, Sun could count on Micron to make employees available as witnesses for Sun at trial against the other members of Micron's cartel. Again, Micron refused to make witnesses available unless Sun agreed to a number of conditions outside of its control, such as requiring other plaintiffs to agree to waive their rights against Micron. Because of Micron's refusal, Sun issued trial subpoenas to those Micron employees within the court's jurisdiction. As you know, Sun settled with the final defendants in that case shortly before trial without any meaningful assistance from Micron.

Consistent with Micron's actions described above, in a March 24, 2009 email to me, you told me that "Micron has no 'obligations' to Sun under the 2004 Act because Sun is not one of the claimants against Micron." You further confirmed that "the opt out plaintiffs have steadfastly maintained that Micron is not entitled to the benefits of civil leniency, no matter how much cooperation it provides, because in your view, the 2004 Act does not apply to Micron." Thus, as of March 2009, we were in agreement that Micron was not providing cooperation to Sun pursuant to the 2004 Act. Micron's prior actions – and statements just last year – contradict the assertions in your recent letter.

Likewise, in your March 2009 email, at a time when Sun was only months away from a trial against Micron's co-conspirators, Micron disavowed ever having "an 'agreement' to cooperate with Sun." But now, after having refused to help Sun in any meaningful way, Micron asserts that it agreed to – and actually did – cooperate with Sun in Sun's prior litigation. That is not accurate. Sun did agree to forgo depositions for informal interviews and other assistance at summary judgment and trial, but Micron never upheld its end of that agreement.

If Micron now believes that the 2004 Act applies retroactively to include its 2002 amnesty agreement and begins providing meaningful cooperation to Oracle in the current case, then Micron will be free to argue to the Court after a final judgment is entered against it that Oracle's damages should be reduced. But Micron has known for at least a year that Oracle disagrees that the 2004 Act does not apply retroactively to give Micron a windfall. It is thus Micron's decision whether to begin cooperating and hope that the Court finds at the end of the day that the 2004 Act applies retroactively.

Sincerely,



Jerome A. Murphy