

**IN THE CIRCUIT COURT OF MONONGALIA COUNTY, WEST VIRGINIA**

WEST VIRGINIA UNIVERSITY  
BOARD OF GOVERNORS, for and on  
behalf of WEST VIRGINIA UNIVERSITY,

Plaintiff,

v.

CIVIL ACTION NO. 07-C-851  
(Judge Stone)

RICHARD RODRIGUEZ,

Defendant,

v.

WEST VIRGINIA UNIVERSITY  
FOUNDATION, INC., a West Virginia  
corporation,

Third-Party Defendant.

**PLAINTIFF'S COMBINED SECOND INTERROGATORIES AND  
SECOND REQUEST FOR PRODUCTION OF DOCUMENTS TO  
DEFENDANT, RICHARD RODRIGUEZ**

TO: Richard Rodriguez  
c/o Sean P. McGinley, Esq.  
DiTrapano, Barrett & DiPiero, PLLC  
604 Virginia Street, East  
Charleston, West Virginia 25301

Pursuant to Rule 33 of the West Virginia Rules of Civil Procedure, the defendant is requested to answer the following Interrogatories separately and fully, in writing, under oath, and to serve his answers on the undersigned within thirty (30) days after service of the same upon the defendant. Moreover, pursuant to Rule 34 of the West Virginia Rules of Civil Procedure, the defendant is hereby requested to produce for inspection, examination and copying at the law offices of Flaherty, Sensabaugh & Bonasso, PLLC, 200 Capitol Street, Charleston, West

Virginia 25301 within thirty (30) days of the service of this request all documents described below.

For purposes of the defendant's responses, the following instructions are provided and are to be used throughout:

1. The words "and" and "or" also have the meaning "and/or."
2. "Document" means the original and all drafts of all written or graphic matter, however produced or reproduced, maintained or stored, whether or not sent or received, and all copies thereof that are different in any way from the original, including, but not limited to, any paper, book, memorandum, advertising material, letter, report, record, transcript, analysis, study, research, worksheet, note, notation, working paper, interoffice communication, chart, graph, minute, index sheet, recording of any telephone or other conversation or communication, or of any interview, or of any conference, or any other written, recorded, transcribed, punched, taped, videotaped, filmed or graphic matter, of which defendant or anyone acting or purporting to act on defendant's behalf has knowledge. "Document" also means information recorded and/or stored on tape, disc, record or by any electronic or other means, as well as to information stored in microfilm, microfiche and the like. Any document containing written or other interlineations in addition to that contained on another document must be produced in addition to that other document. "Document" also includes and refers to the file or any other item which holds, binds, or otherwise contains documents or which once held, bound or otherwise contained any documents, as well as to any writing or printing which might appear on such file, binder or container.
3. The terms "Identify," "Indicate," "Describe" and "List:"

- a. When used in reference to a natural person means state the name, present or last-known business and residence address, telephone number and position of the natural person during the time specified;
- b. When used in reference to any other entity, means state the current or last-known business name and business address, telephone number, nature of the business, and identity of the Chief Executive Officer(s) and/or General Manager(s) of the entity throughout the specified time;
- c. When used in reference to a document, means state the date of its preparation, the identity of its author, the type of document it is, its contents and identify all persons who received copies of it; and
- d. When used in reference to an action or event, means state the date of the event or action, the persons involved in the action or event, and a description of the action or event.

4. "Agreement" means, collectively, the Employment Agreement entered into on or about December 21, 2002, between the defendant and the University for the defendant to serve as head coach of the West Virginia University Football Team, the First Amendment to the Employment Agreement for Richard Rodriguez entered into on or about June 24, 2006, and the Second Amendment to the Employment for Richard Rodriguez entered into on or about August 24, 2007.

5. The Interrogatories are continuing in character so as to require defendant to file supplementary answers thereto if further information is obtained subsequent to the date of your initial response.

6. Where knowledge, information or possession of a party is requested, such request includes knowledge of the party's directors, officers, agents, representatives and, unless privileged, his attorneys.

7. Use of a singular noun shall include the plural and vice versa.

8. Where the answer or response to any of the Interrogatories may be derived or ascertained from any records of defendant or its agents or from an examination, audit or inspection of such records or from a compilation, abstract or summary based thereon, please specify the records from which the response may be derived or ascertained.

### **SECOND INTERROGATORIES**

**Interrogatory No. 1:** Please state the name, address and telephone number of all persons present in any meeting(s) between the defendant and representatives of the University including, but not limited to, President Michael Garrison, Chief of Staff Craig Walker and Athlete Director Ed Pastilong, that occurred on or about December 15, 2007 as stated in paragraph 7 of Defendant's Answer to Amended Complaint with Affirmative Defenses, Counterclaim and Third-Party Complaint with Jury Demand.

**Answer:**

**Interrogatory No. 2:** Please state the name, address and telephone number of each person who made material oral representations to the defendant, or any representative of the defendant, on or about August 24, 2007 contemporaneous with the execution of the Second Amendment to the Employment Agreement as alleged in paragraph 13 of Defendant's Answer to Amended Complaint with Affirmative Defenses, Counterclaim and Third-Party Complaint with Jury Demand.

**Answer:**

**Interrogatory No. 3:** Please state, in detail, the material oral representations made to the defendant, or representatives of the defendant, on or about August 24, 2007 contemporaneous with the execution of the Second Amendment to the Employment Agreement and the person or persons identified in the preceding Interrogatory making each material oral representation as alleged in paragraph 13 of Defendant's Answer to Amended Complaint with Affirmative Defenses, Counterclaim and Third-Party Complaint with Jury Demand.

**Answer:**

**Interrogatory No. 4:** Please state the name, address and telephone number of each witness who heard or was present when the alleged representation was made by then President Elect Garrison that Garrison did not believe in buyout provisions, and that the amount as stated within the Employment Agreement would not be fully enforced, and further stated that "if a dispute occurred, the lawyers would get together and split the difference" as alleged in paragraph 13 of Defendant's Answer to Amended Complaint with Affirmative Defenses, Counterclaim and Third-Party Complaint with Jury Demand.

**Answer:**

**Interrogatory No. 5:** Please state each alleged material and substantial breach of the Agreement which various representatives of West Virginia University, being Chief of Staff Craig Walker, Athlete Director Ed Pastilong and President Mike Garrison stated they had no intention of curing at a meeting held on or about December 15, 2007 as alleged in paragraph 19 of the Defendant's Answer to Amended Complaint with Affirmative Defenses, Counterclaim and Third-Party Complaint with Jury Demand.

**Answer:**

**Interrogatory No. 6:** Please state the name and address of those certain athletes with which the defendant communicated following announcement of his resignation as admitted in paragraph 22 of Defendant's Answer to Amended Complaint with Affirmative Defenses, Counterclaim and Third-Party Complaint with Jury Demand.

**Answer:**

**Interrogatory No. 7:** Please identify the "various University representatives [who] released copies of the lawsuit filed against him and other media releases, enraging and inciting certain fans and causing them to make threats upon defendant, his family and his property" as alleged in paragraph 8 of the Counterclaim contained Defendant's Answer to Amended Complaint with Affirmative Defenses, Counterclaim and Third-Party Complaint with Jury Demand.

**Answer:**

**Interrogatory No. 8:** Please identify each statement to the media that is untrue or false or untruthful information released to media members which the defendant maintains was done by the University, or representatives of the University, with an intent to harm the defendant as alleged in paragraph 9 of the Counterclaim set forth in Defendant's Answer to Amended Complaint with Affirmative Defenses, Counterclaim and Third-Party Complaint with Jury Demand.

**Answer:**

**Interrogatory No. 9** Please itemize all monies which the defendant alleges are due and owing from the plaintiff to the defendant as set forth in Count VII of the Counterclaim set forth

in Defendant's Answer to Amended Complaint with Affirmative Defenses, Counterclaim and Third-Party Complaint with Jury Demand.

**Answer:**

**SECOND REQUEST FOR PRODUCTION**

**Request for Production No. 1:** Please provide copies of any and all audio tapes, recordings, e-mails, electronic communications, written notes or other documents prepared or kept by the defendant or any representative of the defendant during or after any meetings or conversations with representatives of the plaintiff on or about August 24, 2007.

**Response:**

**Request for Production No. 2:** Please provide copies of any and all audio tapes, recordings, e-mails, electronic communications, written notes or other documents prepared or kept by the defendant or any representative of the defendant during or after any meetings or conversations with representatives of the plaintiff during the month of August, 2007.

**Response:**

**Request for Production No. 3:** Please provide copies of any and all audio tapes, recordings, e-mails, electronic communications, written notes or other documents prepared or kept by the defendant or any representative of the defendant during or after any meetings or conversations with representatives of the plaintiff on or about December 15, 2007.

**Response:**

**Request for Production No. 4:** Please provide copies of any and all contracts, agreements, letters of intent, term sheets or other documents by and between the defendant and the University of Michigan, or any entity affiliated with the University of Michigan, relating in any manner to the defendant's employment as the head football coach at the University of Michigan.

**Response:**

**Request for Production No. 5:** Please provide copies of any and all contracts or agreements or other documents whereby any person, firm or entity has agreed to indemnify or pay on behalf of the defendant all or a portion of the \$4,000,000.00 payment set forth in the Second Amendment to the Employment Agreement for Richard Rodriguez.

**Response:**

**Request for Production No. 6:** Please provide copies copy of any and all contracts or agreements or other documents reflecting that any person, firm or entity has agreed to pay on behalf of the defendant all or a portion of legal fees and expenses incurred in connection with this civil action.

**Response:**

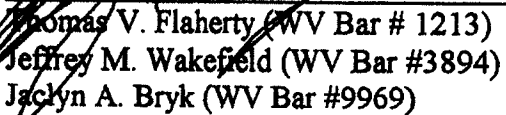
**Request for Production No. 7:** Please provide copies of any and all e-mails, electronic communications, letters, text messages, written notes or other documents by and between the defendant or his representatives and representatives of the University of Michigan in connection with the negotiation or execution of any contract, agreement, letter of intent or term sheet

relating in any manner to the defendant's employment as the head football coach at the University of Michigan.

**Response:**

**WEST VIRGINIA UNIVERSITY  
BOARD OF GOVERNORS for  
and on behalf of WEST VIRGINIA  
UNIVERSITY,**

**By Counsel,**



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Jeffrey M. Wakefield (WV Bar #3894)  
Jaclyn A. Bryk (WV Bar #9969)  
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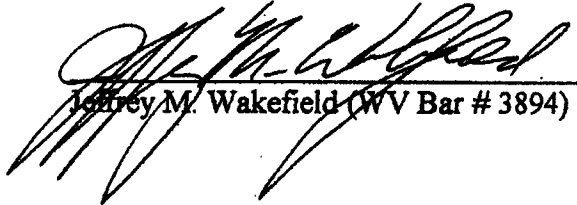
**CERTIFICATE OF SERVICE**

I, Jeffrey M. Wakefield, counsel for plaintiff, do hereby certify that the "PLAINTIFF'S COMBINED SECOND INTERROGATORIES AND SECOND REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT, RICHARD RODRIGUEZ" was served upon the following counsel of record via facsimile and by placing true copies thereof in the United States Mail, first class, postage prepaid, this 13th day of February, 2008:

Sean P. McGinley, Esq.  
DiTrapano, Barrett & DiPiero, PLLC  
604 Virginia Street, East  
Charleston, West Virginia 25301  
*Counsel for Plaintiff*  
*Fax No. (304) 342-4605*

Marvin A. Robon, Esq.  
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1701 Woodlands Drive, Suite 100  
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*Counsel for Plaintiff*  
*Fax No. (419) 897-6200*

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Charleston, West Virginia 25322  
*Counsel for west Virginia University Foundation, Inc.*  
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