



LEWIS BRISBOIS BISGAARD & SMITH LLP

David A. Campbell
1375 E. 9th Street, Suite 2250
Cleveland, Ohio 44114
David.A.Campbell@lewisbrisbois.com
Direct: 216.298.1261

July 7, 2023

VIA ELECTRONIC MAIL

E. Gordon Gee
Office of the President
West Virginia University
P.O. Box 6201
1500 University Avenue
Stewart Hall
Morgantown, WV 26506-6201
Email: presidentsoffice@mail.wvu.edu

Re: Robert E. Huggins/West Virginia University Head Basketball Coach

Dear President Gee:

The law firm Lewis Brisbois Bisgaard & Smith, LLP represents Robert E. Huggins, West Virginia University's ("WVU") Head Basketball Coach. The purpose of this letter is to update WVU on Coach Huggins' current status and to plan his return to active duties as Head Basketball Coach. If WVU is represented by counsel in this matter, please forward this letter to counsel for prompt review and response. However, Coach Huggins does not desire litigation. Rather, he is simply looking for the correction of a clear breach of his employment agreement with WVU.

As you know, Coach Huggins is employed by WVU pursuant to an Employment Agreement effective August 27, 2021 (the "Employment Agreement"). The Employment Agreement remains in full force and effect, but it was amended with the First Amendment to Employment Agreement effective May 9, 2023 (the "Amendment"). Copies of both agreements are attached hereto for your ease of review of this letter.

Relevant to this letter, the Amendment changed the term of the Employment Agreement to conclude on April 30, 2024. Based on press statements, it appears that WVU is taking the position that Coach Huggins voluntarily resigned and terminated the Employment Agreement in advance of April 30, 2024. However, although the press statements purport to have resignation communications directly from Coach Huggins to you and/or the Athletic Director, Coach Huggins has never communicated his resignation to you, the Athletic Director, or anyone at WVU. To the contrary, we understand that the purported "resignation" is incredibly based on a text message from Coach Huggins' wife.

Section XIV of the Employment Agreement contains the Notice provisions that were negotiated and agreed to by the Parties. Relevant to notice to WVU of Coach Huggins' early termination of the Employment Agreement, the Employment Agreement requires Coach Huggins to send the Athletic Director and WVU's General Counsel notice in writing via registered or certified mail. Such notice makes sense – one would certainly not want a coach to be able to resign through a statement made in the heat of the moment after a loss. Section X of the Employment Agreement requires a signed writing, like the Amendment, to modify or amend the Employment Agreement. There is no signed writing or proper notice setting forth Coach Huggins' resignation from employment with WVU. Accordingly, pursuant to the plain terms of the Employment Agreement, Coach Huggins remains the Head Basketball Coach for WVU – there was never a resignation pursuant to the plain terms of Section XIV of the Employment Agreement.

Based on the press statements issued by WVU over the past days, it is quite obvious that WVU recognizes this legal issue and has tried to correct it through claims that Coach Huggins communicated his resignation directly to you and that he signed a resignation communication sent through WVU's social media page. Coach Huggins never signed a resignation letter and never communicated a resignation to anyone at WVU. Accordingly, the WVU public comments are not only false, but appear to be an after-the-fact attempt to remedy WVU's breach of the Employment Agreement.

We look forward to WVU's explanation for these false statements, but the facts are clear and undisputed. Specifically, Coach Huggins was involved in an incident in Pittsburgh that is now close to being fully resolved without charges. Moreover, Coach Huggins has voluntarily sought rehabilitation following the incident in order to leave no doubt that he is fully capable of returning to his duties as WVU Head Basketball Coach. This rehabilitation was not ordered by the Court or any other entity. Rather, to demonstrate his commitment to the WVU basketball program, he took the step of entering the program on a voluntary nature. Coach Huggins will be released from the program soon and we will provide you with a full release for Coach Huggins to return to his active duties as Head Basketball Coach at WVU.

WVU was not interested in determining the nature of the Pittsburgh incident, Coach Huggins' statement on the incident, or rehabilitation. Rather, the day following the incident, WVU demanded Coach Huggins' resignation. Coach Huggins asked for time to review the situation, for an opportunity to speak with you, and the opportunity to complete his rehabilitation program, but WVU refused any delays or discussions. Ultimately, WVU announced Coach Huggins' resignation based on a text message from Coach Huggins' wife to Steve Uryasz, WVU's Deputy Athletics Director. As stated above, this text does not comply with the Employment Agreement and WVU's threats, short timeframe for a decision, and refusal to even investigate the incident, is very troubling due to Coach Huggins' long tenure with WVU and his service to the community.

Had WVU simply waited a weekend and looked at the situation with the benefit of speaking with Coach Huggins, we are confident that WVU would have chosen a different path. However, regardless of WVU's reasons for reaching this point, WVU is faced with the following choices: (1) Reinstate Coach Huggins to his Head Basketball Coach position once the rehabilitation program is completed pursuant to the plain terms of the Employment Agreement; or (2) remain in breach of the

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Employment Agreement and face litigation. The litigation will not only involve the breach of the Employment Agreement, but also WVU's clear violation of state and federal law by terminating Coach Huggins without due process or even an interview to determine the true facts, not those reported by the media.

We look forward to your prompt response. Coach Huggins welcomes the dialogue with WVU that he earned through his long service to WVU and the West Virginia community. We all know that times is of the essence in order to correct this wrong that has fallen not only on Coach Huggins, but the WVU basketball players, university community, and the citizens of West Virginia.

We look forward to receiving notice from you that WVU welcomes Coach Huggins back to the basketball team.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'D. Campbell', with a long horizontal flourish extending to the right.

David A. Campbell for
LEWIS BRISBOIS BISGAARD & SMITH LLP