

July 8, 2023

VIA EMAIL

David A. Campbell
Lewis Brisbois
1375 E. 9th Street, Suite 2250,
Cleveland, OH 44114
David.A.Campbell@lewisbrisbois.com

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

Dear Mr. Campbell:

West Virginia University is in receipt of your July 7, 2023 letter, which purports to be sent on behalf of Mr. Huggins (attached). We are frankly confused by the allegations within the letter.

Aside from being completely factually inaccurate, which we address briefly below, the allegations within this letter are at odds with my conversations yesterday with Mr. Bob Fitzsimmons, a West Virginia lawyer who has recently represented Mr. Huggins in various matters, and with the University's prior conversations and documented correspondence with Mr. James "Rocky" Gianola, Mr. Huggins' long-standing lawyer who has historically represented him, who represented him during the May 2023 negotiations with the University, and who represented him in conversations with the University on June 16-17, 2023 when Mr. Huggins decided to resign as WVU Head Men's Basketball Coach and retire from the University effective immediately.

Yesterday, Mr. Fitzsimmons called me to discuss the benefits to be provided under Mr. Huggins' contract, as a result of his resignation and retirement. We specifically discussed the payment of his deferred compensation and annual leave balance payout, both of which would not be currently owed to Mr. Huggins if he had not resigned. It appears to us that you may not be aware that Mr. Fitzsimmons, as Mr. Huggins' other lawyer, has been proceeding under that very same understanding as the University, and the reality as it exists, that Mr. Huggins has in fact resigned and is retired.

The conflicting communications and correspondence from various counsel on Mr. Huggins's behalf leave the University unclear as to its next steps: continue working collaboratively with Mr. Fitzsimmons on common resignation/retirement benefits for a former University employee and as outlined in Mr. Huggins' contract; or respond to meritless demand letters and possible frivolous litigation brought forth by you.

What is clear, however, is that on the evening of June 17, 2023, Mr. Huggins met with members of the men's basketball staff and student-athletes to announce that he would no longer be coaching the team. The same evening at 9:38 p.m., following a series of written and verbal

communications with Mr. Gianola, who was acting as his counsel, Mr. Huggins clearly communicated his resignation and retirement to the University in writing via email (not text message as asserted in your letter). Later that same night at 9:42 p.m., Wren Baker, the University's Athletics Director, with a cc to me as General Counsel, wrote back via email, accepting Mr. Huggins' resignation and retirement. Both parties have reasonably relied on that resignation and retirement notification in a number of ways since then. Moreover, until Mr. Campbell's letter of yesterday, 20 days have passed since Mr. Huggins' resignation and retirement submission with no claim by Mr. Huggins, or his other two lawyers, that he did not in fact resign and retire.

In light of all of this, we need confirmation, substantiated in a reliable writing, as to who is representing Mr. Huggins and what his current legal position is with respect to the University. If Mr. Huggins is somehow now maintaining that he did not resign after discussions with his attorney on June 16-17, then we would ask that whoever is taking that position on his behalf to do their due diligence before asserting a position that is clearly contrary to the documented evidence. To assist in that endeavor, and as a sample, I have attached correspondence from WVU Legal to Mr. Gianola sending proposed resignation and retirement language for Mr. Huggins at Mr. Gianola's request, and then the actual resignation and retirement communication sent on behalf of Mr. Huggins, which used the same language sent to Mr. Gianola.

Notwithstanding any response, and in no uncertain terms, the University will not accept Mr. Huggins' revocation of his resignation, nor will it reinstate him as head coach of the men's basketball program. Moreover, if Mr. Huggins or his counsel attempts to publicly suggest that he somehow did not resign and retire from his position, please be advised that the University will swiftly and aggressively defend itself from these spurious allegations.

We look forward to learning who is actually representing Mr. Huggins and his position on this matter. Until we hear such confirmation from all of his various lawyers, we will not be continuing any further communications.

Sincerely,



Stephanie D. Taylor
Vice President & General Counsel

cc: James "Rocky" Gianola (jgianola@lewisgianola.com)
Bob Fitzsimmons (bob@fitzsimmonsfirm.com)