



IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA

The ESTATE of JOSEPH PATERNO;)
) Civil Division
and)
) Docket No. 2013-2082
WILLIAM KENNEY and JOSEPH V. ("JAY"))
PATERNO,) **Reply in Support of Plaintiffs' Motion to**
former football coaches at Pennsylvania State) **Compel Production of Documents**
University,)
Plaintiffs,) Filed on Behalf of the Plaintiffs Against
) Defendant NCAA
v.)
)
NATIONAL COLLEGIATE ATHLETIC) Counsel of Record:
ASSOCIATION ("NCAA");) Thomas J. Weber (PA I.D. 58853)
) GOLDBERG KATZMAN, P.C.
MARK EMMERT, individually and as) 4250 Crums Mill Road, Suite 301
President of the NCAA;) P.O. Box 6991
) Harrisburg, PA 17112
And) Telephone: (717) 234-4161
) Email: tjw@goldbergkatzman.com
EDWARD RAY, individually and as former)
Chairman of the) Wick Sollers (admitted *pro hac vice*)
Executive Committee of the NCAA,) L. Joseph Loveland (admitted *pro hac vice*)
) Patricia L. Maher (admitted *pro hac vice*)
Defendants.) Ashley C. Parrish (admitted *pro hac vice*)
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Centre County, PA

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PATERNO,)	
former football coaches at Pennsylvania State)	
University,)	Counsel of Record:
)	Thomas J. Weber
Plaintiffs,)	GOLDBERG KATZMAN, P.C.
)	4250 Crums Mill Road, Suite 301
v.)	P.O. Box 6991
)	Harrisburg, PA 17112
NATIONAL COLLEGIATE ATHLETIC)	Telephone: (717) 234-4161
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)	
)	
)	

**REPLY IN SUPPORT OF PLAINTIFFS' MOTION TO COMPEL PRODUCTION OF
DOCUMENTS RELATED TO REPEAL OF CONSENT DECREE BY DEFENDANT
NATIONAL COLLEGIATE ATHLETIC ASSOCIATION**

Plaintiffs submit this Reply in support of their Motion to Compel Production of Documents to address six points in the NCAA's Opposition. The NCAA repeatedly accuses plaintiffs of abusing the discovery process, but in fact plaintiffs are pursuing appropriate and timely discovery that is directly relevant to their claims. The NCAA's objections are meritless.

First, the NCAA characterizes plaintiffs' document requests as "last-minute" and an "eleventh-hour attempt" to obtain discovery. *See* Opp. 1, 5. But plaintiffs served the requests on March 28, more than a month *before* the April 29 close of discovery. The NCAA has no basis for complaining about responding to plaintiffs' timely discovery requests. The NCAA's misplaced timeliness objections are also ironic considering that the NCAA has moved — *after* the close of discovery — to reopen discovery into settlements that Penn State publicly announced more than two-and-a-half years ago. *See* Penn State News, *Settlements announced for Sandusky victims* (Oct. 28, 2013), available at <http://news.psu.edu/story/293049/2013/10/28/administration/settlements-announced-sandusky-victims>. The NCAA should not be allowed to press for new discovery that it chose not to pursue in a timely fashion, while at the same time evading its own obligations to comply with plaintiffs' timely discovery requests.

Second, the NCAA argues that the discovery plaintiffs seek is irrelevant. *See* Opp. 6. That makes no sense. The Consent Decree was defamatory, disparaging, and highly damaging because it took statements in the Freeh Report concerning plaintiffs and told the world that those statements were backed up by an investigation and facts reliable enough to justify imposing massive, unprecedented sanctions. One issue a jury will need to decide is whether the NCAA acted with malice — that is, in reckless disregard for the truth or falsity of the statements contained in the Consent Decree. In Pennsylvania, "[t]he existence of actual malice may be shown in many ways," including through "direct or circumstantial competent evidence of prior or subsequent" statements made or actions taken by the defendant. *Castellani v. Scranton Times, LP*, 124 A.3d 1229, 1242 (Pa. 2015) (quoting *Herbert v. Lando*, 441 U.S. 153, 163 n.12 (1979)). Pennsylvania courts have recognized that when a defendant fails to retract defamatory statements after being put on notice of their potential falsity, that evidence can "inform the jury's inquiry"

into malice. *Weaver v. Lancaster Newspapers, Inc.*, 926 A.2d 899, 905 (Pa. 2007). Here, the NCAA's decision to settle the *Corman* litigation and repeal the Consent Decree — while refusing to retract any of the disparaging statements made about plaintiffs — is therefore highly relevant.

Third, the NCAA's criticism of plaintiffs for failing to "evaluate the effect of Pennsylvania Rule [of Evidence] 408," Opp. 2, is off-base for several reasons. For one thing, Rule 408 concerns *admissibility*, not *discoverability*. The NCAA may not object to plaintiffs' discovery requests on the ground that the information sought might not be admissible at trial. Pa. R. Civ. P. 4003.1(b); *see, e.g., Boscaino v. Centre Med. & Surgical Assocs.*, 82 Pa. D. & C.4th 201, 207 (Ct. Com. Pl. 2006) (discussing "the clear distinction between 'admissibility' and 'discoverability'"); *Shoyer v. City of Phil.*, 506 A.2d 522, 524–25 (Pa. Commw. Ct. 1986) (holding that limitation on admissibility of certain reports did not affect their discoverability). In any event, Rule 408 is narrow: It applies only to statements made during settlement negotiations, and only when they are offered to prove the "validity or amount" of the disputed claim. Many documents responsive to plaintiffs' discovery requests, and many uses of those documents, would not be covered by the rule. In any event, the NCAA's argument puts the cart before the horse: neither plaintiffs nor the Court can meaningfully evaluate how Rule 408 might apply at trial to any as-yet-unknown documents that the NCAA might produce in response to plaintiffs' discovery requests. The impossibility of applying Rule 408 in a vacuum demonstrates why the NCAA is wrong to conflate that rule's context-driven admissibility inquiry with the separate question of discoverability.

Fourth, the NCAA argues that this Court should follow *Steinmetz v. Houghton Mifflin Harcourt Publishing Co.*, 2014 WL 6988671 (E.D. Pa. 2014), but that case only confirms that

the NCAA's position lacks merit. The *Steinmetz* plaintiff sought discovery of certain settlements, which the defendant had entered with respect to *unrelated* claims of copyright infringement, to show that the defendant knew that overuse constituted infringement and, therefore, that its alleged conduct was willful. The court considered what information might be probative of willfulness and allowed discovery of facts about unrelated overuse claims that had actually been filed, which it considered more probative of willfulness than the fact that claims were settled. The court did not allow discovery regarding the settlement of unfilled claims because they were insufficiently specific to allow the jury to draw an inference of willful conduct. *Id.* at *3.

Here, by contrast, plaintiffs seek discovery related to the *Corman* settlement because it pertains to *the same* Consent Decree that underlies the claims in this case, not unrelated settlements. Plaintiffs have requested documents related to the Consent Decree's repeal because the NCAA continues to defend the statements made about plaintiffs even after repealing the Decree as part of the *Corman* settlement. Plaintiffs have also requested information regarding the reasons for the repeal, which is at odds with the NCAA's defense in this case.

Fifth, the NCAA argues that "nearly all" of the communications "related to the *Corman* settlement are privileged and work product." Opp. 11. But the Court should not accept the NCAA's say-so that materials are privileged. Instead, the NCAA should follow ordinary procedures by complying with the requests and then carry its burden to identify which documents it contends are privileged. That is not unduly burdensome; it is the ordinary process that parties follow when responding to discovery requests. In any event, the NCAA admits that there are non-privileged documents responsive to plaintiffs' requests, including communications with Penn State. And it does not deny that there may have been communications about the

settlement with other third parties (such as Senator Corman, one of the plaintiffs in that case). Plaintiffs are entitled to know what those non-privileged communications were and to challenge any claim of privilege through the ordinary processes contemplated under the rules.

Sixth, the NCAA contends that the parties had an agreement to limit document discovery to material generated before the complaint in this action was filed on May 30, 2013. Opp. 4. That is incorrect. The NCAA's argument relies on an incomplete excerpt from a letter written by the NCAA's counsel summarizing a discovery conference. In the context of that conference, plaintiffs objected to the time frame specified in the NCAA's first set of document requests to the Estate, which included an instruction that "[e]xcept as otherwise noted, this Request seeks the production of Documents created in, used, sent or received during the period from January 1, 2011 *through present*." Ex. A at 5, NCAA's First Reqs. for Prod. of Docs. to the Estate (emphasis added). The NCAA's opposition selectively quotes part of the letter, but it omits a relevant sentence: "The NCAA reserved the right, however, to request documents outside this date range in the future." Ex. B at 2, 2015-04-21 Ltr. from S. Gragert to P. Maher.

The NCAA's reservation of rights belies any suggestion that the parties reached a for-all-times-and-purposes agreement to limit document production to material generated before May 30, 2013. Indeed, the NCAA's own discovery requests have consistently requested documents from up to the present and *not* just before May 30, 2013. See Ex. C at 4, NCAA's Second Reqs. for Prod. of Docs. to Joseph V. ("Jay") Paterno; Ex. D at 5, NCAA's First Reqs. for Prod. of Docs. to William Kenney; Ex. E, Subpoena to Produce Documents served on George Scott Paterno at Instr. No. 5; Ex. F, Subpoena to Produce Documents served on Mary Kay Paterno-Hort at Instr. No. 5; Ex. G, Subpoena to Produce Documents served on Diana Paterno at Instr. No. 5; Ex. H, Subpoena to Produce Documents served on Blue Line 409 LLC at Request Nos. 3,


5, 6, 8 and 9. There was certainly never any agreement that plaintiffs would be unable to pursue highly relevant discovery into the NCAA's decision to repeal the Consent Decree while refusing to retract its defamatory statements about plaintiffs.

CONCLUSION

Plaintiffs respectfully request that the Court grant the motion and order the NCAA to (1) produce documents responsive to Plaintiffs' Third Request for Production of Documents, and (2) provide a privilege log for any documents withheld by the NCAA on grounds of privilege.

Date: June 29, 2016

Respectfully submitted,

By: 

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Counsel for Plaintiffs

Exhibit A

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA

GEORGE SCOTT PATERNO, as duly appointed representative)	
of the ESTATE and FAMILY of JOSEPH PATERNO;)	
RYAN MCCOMBIE, ANTHONY LUBRANO,)	
AL CLEMENS, and ADAM TALIAFERRO, members of the)	
Board of Trustees of Pennsylvania State University;)	
PETER BORDI, TERRY ENGELDER,)	
SPENCER NILES, and JOHN O'DONNELL,)	
members of the faculty of Pennsylvania State University;)	
WILLIAM KENNEY and JOSEPH V. ("JAY") PATERNO,)	
former football coaches at Pennsylvania State University; and	)	Civil Division
ANTHONY ADAMS, GERALD CADOGAN,)	
SHAMAR FINNEY, JUSTIN KURPEIKIS,	)	Docket No. 2013-
RICHARD GARDNER, JOSH GAINES, PATRICK MAUTI,	)	2082
ANWAR PHILLIPS, and MICHAEL ROBINSON, former)	
football players of Pennsylvania State University,)	
Plaintiffs,)	
v.)	
NATIONAL COLLEGIATE ATHLETIC ASSOCIATION)	
("NCAA"), MARK EMMERT, individually and as President of)	
the NCAA, and EDWARD RAY, individually and as former)	
Chairman of the Executive Committee of the NCAA,)	
Defendants,)	
and)	
THE PENNSYLVANIA STATE UNIVERSITY,)	
Nominal Defendant.)	

**THE NATIONAL COLLEGIATE ATHLETIC ASSOCIATION'S FIRST REQUESTS
FOR PRODUCTION OF DOCUMENTS TO GEORGE SCOTT PATERNO, AS DULY
APPOINTED REPRESENTATIVE OF THE ESTATE AND FAMILY OF JOSEPH
PATERNO**

The National Collegiate Athletic Association (the "NCAA"), by and through its counsel, hereby requests, pursuant to Pennsylvania Rule of Civil Procedure No. 4009.11, that George Scott Paterno, as duly appointed representative of the Estate and Family of Joseph Paterno ("Coach Paterno") produce documents in accordance with the Instructions and Definitions set

forth herein for inspection and copying at the offices of Latham & Watkins LLP, 555 11th Street NW, Suite 1000, Washington D.C. 20004, within thirty (30) days of service of this request.

DEFINITIONS

As used herein, the words and phrases set forth below shall have the broadest meaning or meanings permitted under Pennsylvania Rule of Civil Procedure No. 4003.1. Unless defined, all words used in these Requests are to be given their plain and ordinary meaning.

1. “You” or “Your” shall mean George Scott Paterno, as duly appointed representative of the Estate and Family of Joseph Paterno, and all other persons acting on behalf of the Estate and/or Family of Joseph Paterno, including, but not limited to, attorneys and their associates, investigators, agents, directors, officers, employees, representatives, and others who may have obtained information for or on behalf of the Estate and/or Family of Joseph Paterno.

2. The “NCAA” shall mean the National Collegiate Athletic Association.

3. “Defendants” shall mean the NCAA, Mark Emmert, Edward Ray, and the Pennsylvania State University.

4. “Plaintiffs” shall mean each of the individuals identified in the caption above, any representative of those individuals, and any representatives of the Estate and Family of Joseph Paterno.

5. “All” or “any” shall mean “each and every.”

6. “And” and “or” shall mean either disjunctively or conjunctively as necessary to bring within the scope of discovery request all responses that might otherwise be construed outside of its scope.

7. “Document” or “Documents” is defined to include originals and copies (including all non-identical copies or photocopies) as well as all draft and final versions of, without

limitation: (a) All writings of any kind (including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise), including, without limitation, correspondence, notes, statements, transcripts, books, diaries, intra-office communications, notations of any sort of conversations or interviews; (b) All graphic representations of any kind, including, without limitation, photographs, charts, graphs, plans, drawings, videos, and recordings; and (c) All electronically generated and/or stored correspondence, memoranda, communications, data compilations, or records of any sort.

8. “Communication(s)” means any act, action, oral speech, written correspondence, contact, expression of words, thoughts, ideas or transmission or exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, or any other process, electric, electronic or otherwise.

9. “Concerning” shall mean, without limitation, comprising, containing, embodying, referring to, relating to, regarding, alluding to, responding to, in connection with, commenting on, in response to, about, announcing, explaining, discussing, showing, describing, studying, supporting, reflecting, analyzing, or constituting.

10. “Person” shall mean any natural person or any business, legal or governmental entity, or association.

11. “Amended Complaint” shall mean the First Amended Complaint filed in the above-captioned matter on February 5, 2014.

12. “Penn State” shall mean The Pennsylvania State University.

13. “Sandusky” shall mean former Penn State assistant football coach, Gerald Sandusky.

14. "Coach Paterno" shall refer to Joseph Paterno, the decedent represented in this Action by You.

15. "FSS" shall mean the firm of Freeh Sporkin & Sullivan LLP.

15. The "Freeh Report" shall mean the July 12, 2012 Report of the Special Investigative Counsel Regarding the Actions of The Pennsylvania State University Related to the Child Sexual Abuse Committed by Gerald A. Sandusky, prepared by FSS.

16. The "Consent Decree" shall mean the July 23, 2012 Binding Consent Decree Imposed by The National Collegiate Athletic Association and Accepted by The Pennsylvania State University.

17. The "Athletics Integrity Agreement" shall mean the August 2012 Athletics Integrity Agreement Between The National Collegiate Athletic Association and The Big Ten Conference, and The Pennsylvania State University.

INSTRUCTIONS

1. In accordance with the Pennsylvania Rules of Civil Procedure, in producing the requested Documents, You are to produce the requested documents on behalf of the Estate and Family of Coach Paterno, including all Documents that (1) are in Your actual or constructive possession, custody, or control; (2) had been in the actual or constructive possession, custody, or control of Coach Paterno at the time of his death; or (3) are in the actual or constructive possession, custody, or control of the Estate and/or Family of Joseph Paterno. This includes Documents in the custody of any advisors, attorneys, investigators, agents, associates, representatives, and other person(s) or entities acting or purporting to act on behalf of the Estate and/or Family of Coach Paterno.

2. Documents shall be produced in the manner in which they are maintained in the ordinary course of business or shall be organized and labeled with a designation of the request for production to which they respond and produced along with any file folders or other bindings in which such Documents were found.

3. These Requests shall be deemed to be continuing in nature. If at any time additional responsive Documents come into Your possession, custody or control, then the responses to these requests shall be promptly supplemented.

4. Any Document or portion of any Document withheld from production based on a claim of privilege shall be identified by (1) the type of Document, (2) the general subject matter of the Document, (3) the date of the Document, and (4) such other information as is sufficient to identify the Document including the author of the Document, the addressee(s) and any copyee(s) or other recipients of the Document, and, where not apparent, the relationship of the author and the addressee(s) and copyee(s) to each other. The nature of each claim of privilege shall be set forth. Notwithstanding the assertion of any objection, any requested Document that contains non-objectionable information responsive to this request should be produced, but that portion of the Document for which the objection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.

5. Except as otherwise noted, this Request seeks the production of Documents created in, used, sent or received during the period from **January 1, 2011** through present.

6. Any request for "Communications" shall be construed to include written or tangible Communications, as well as Documents referencing or reflecting oral or person-to-person Communications.

7. Pursuant to Pennsylvania Rule of Civil Procedure No. 4009.12, You must fully respond to each Request. Objections to any part of these requests shall be stated in full with a brief statement setting forth the grounds for such objections.

8. The fact that another party produces a Document or the availability or production of similar or identical Documents from another source does not relieve You of Your obligation to produce Your copy of the same Document, even if the two Documents are identical.

9. Any Document that cannot be produced in full shall be produced to the fullest extent possible.

10. Each paragraph, subparagraph, clause and word herein should be construed independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.

11. Except as specifically provided herein, words imparting the singular shall include the plural and vice versa, where appropriate.

REQUESTS FOR PRODUCTION

REQUEST NO. 1:

All Documents Concerning the Consent Decree, including but not limited to any of the sanctions set forth in the Consent Decree, any purported attempt to seek an appeal regarding the Consent Decree, or the Athletics Integrity Agreement.

RESPONSE:

REQUEST NO. 2:

All Documents Concerning the Freeh Report.

RESPONSE:

REQUEST NO. 3:

All Documents Concerning, and Communications with, Louis Freeh, FSS, Pepper Hamilton LLP, or FSS' current or former principals, representatives and/or employees, including, without limitation, Documents Concerning the retention of FSS by the Special Investigations Task Force of the Penn State Board of Trustees, the investigation conducted by FSS, the Freeh Report, and Penn State.

RESPONSE:

REQUEST NO. 4:

All Documents Concerning Mr. Richard Thornburgh or research and preparation for, the drafting of, or the final version of Mr. Thornburgh's February 2013 *Review of the Freeh Report Concerning Joseph Paterno*, including, without limitation, all Communications with Mr. Thornburgh, all Communications regarding the basis for drafting it, compensation, research, drafts, and the final document.

RESPONSE:

REQUEST NO. 5:

All Documents Concerning King & Spalding's February 2013 *Critique of the Freeh Report: The Rush to Injustice Regarding Joe Paterno*, including, without limitation, all Documents regarding the basis for drafting it, compensation, research, drafts, and the final document.

RESPONSE:

REQUEST NO. 6:

All Documents Concerning James T. Clemente or the February 2013 *Analysis of the Special Investigative Counsel Report and the Crimes of Gerald A. Sandusky & Education Guide to the Identification and Prevention of Child Sexual Victimization* by James T. Clemente, including all Communications with James T. Clemente.

RESPONSE:

REQUEST NO. 7:

All Documents Concerning Fred S. Berlin or the February 6, 2013 letter from of the National Institute for the Study, Prevention and Treatment of Sexual Trauma to J. Sedwick Sollers, III, including all Communications with Fred S. Berlin.

RESPONSE:

REQUEST NO. 8:

From January 1, 2000 to present, All Documents Concerning Sandusky or The Second Mile.

RESPONSE:

REQUEST NO. 9:

All Documents from January 1, 1996 to present Concerning Sandusky's retirement, interaction or involvement with children, sexual abuse, and/or Penn State privileges and benefits.

RESPONSE:

REQUEST NO. 10:

All Communications between or among any of the Plaintiffs (including Coach Paterno or You) and one or more of the following: Sandusky, Graham Spanier, Tim Curley, Gary Schultz, and former Penn State assistant coach Michael McQueary.

RESPONSE:

REQUEST NO. 11:

All Communications with the Pennsylvania Attorney General's Office.

RESPONSE:

REQUEST NO. 12:

All Documents Concerning (i) institutional control over Penn State's football team, (ii) the level of deference or reverence provided to the Penn State football program, players, or coaches by Penn State students, faculty, staff, alumni, and fans, or (iii) the allegations in Paragraphs 99-101 of the Amended Complaint.

RESPONSE:

REQUEST NO. 13:

All Documents discussing the reputation or popularity of, or public support for, You, the Paterno family, Coach Paterno, or Plaintiffs Al Clemens, Joseph V. Paterno, or William Kenney, including, without limitation, any public opinion surveys or polls.

RESPONSE:

REQUEST NO. 14:

All Communications involving You or Coach Paterno and a public relations or media consultant or specialist.

RESPONSE:

REQUEST NO. 15:

All Communications Concerning the value of Coach Paterno's assets, financial net worth, or the financial net worth of Coach Paterno's Estate.

RESPONSE:

REQUEST NO. 16:

Documents sufficient to identify all sources of income, revenue or other money earned by Coach Paterno or the Estate from January 1, 2006 to present.

RESPONSE:

REQUEST NO. 17:

Coach Paterno's pay-stubs, federal and state income tax returns, and any statement or record of other income received from 2006 to the present.

RESPONSE:

REQUEST NO. 18:

All Documents Concerning the transfer of assets to or from Coach Paterno or his Estate since January 1, 2006.

RESPONSE:

REQUEST NO. 19:

Documents sufficient to identify all investments and their monthly and annual values made by or in Coach Paterno's name or the name of his Estate since January 1, 2006.

RESPONSE:

REQUEST NO. 20:

Documents sufficient to identify all corporate entities and business partnerships in which Coach Paterno or his Estate has a partial or whole ownership or beneficial interest at any point between January 1, 2006 and the present.

RESPONSE:

REQUEST NO. 21:

All Documents Concerning the actual or contemplated sale of any goods from which Coach Paterno or his Estate had a possibility of earning money or did earn money, from January 1, 2006 to present.

RESPONSE:

REQUEST NO. 22:

All draft and final contracts or agreements that had the possibility of generating income or other money for Coach Paterno or his Estate, including, without limitation, licensing contracts and contracts for television appearances, from January 1, 2006 to present.

RESPONSE:

REQUEST NO. 23:

All Communications regarding deliberations or negotiations about, the decision to enter into, the benefits of, or the terms of, any contract or agreement produced in response to Request No. 22.

RESPONSE:

REQUEST NO. 14:

Documents sufficient to fully demonstrate the monthly and annual sales performance of all merchandise or other goods sold from which Coach Paterno or his Estate has a financial interest, including, without limitation, royalty or licensing payments from January 1, 2006 to present.

RESPONSE:

REQUEST NO. 16:

All Communications Concerning negotiations or discussions with Penn State regarding Coach Paterno's salary, employment benefits, title, job responsibilities, or contract from January 1, 2006 to present.

RESPONSE:

REQUEST NO. 29:

Any other Documents Concerning the claim of financial or pecuniary loss from January 1, 2006 to the present brought on behalf of the Estate and Family of Coach Paterno.

RESPONSE:

REQUEST NO. 30:

All Documents Concerning the damages the Estate and Family of Coach Paterno is seeking in this action from the Defendants, including, without limitation, all Documents

Concerning Your claims for “substantial injuries, economic loss, opportunity loss, reputational damage, emotional distress, and other damages.”

RESPONSE:

REQUEST NO. 17:

All non-privileged Communications between or among any of the Plaintiffs (including Coach Paterno and You) Concerning this lawsuit, or any and all facts or circumstances related to the allegations in the Amended Complaint, including the Consent Decree, the Freeh Report, the reputation of any Plaintiff (including Coach Paterno), Coach Paterno’s termination or departure from Penn State, Sandusky, and Rodney Erickson.

RESPONSE:

REQUEST NO. 18:

All Communications with any current or former Penn State (i) football coach or player, (ii) staff member, (iii) faculty, or (iv) Penn State trustee not party to this lawsuit, Concerning this litigation, the allegations contained in the Amended Complaint, the Freeh Report, the Consent Decree, the Athletics Integrity Agreement, Coach Paterno, Sandusky, or Rodney Erickson.

RESPONSE:

REQUEST NO. 19:

All Communications, commentary, or other content from Facebook, Twitter, an Internet “blog,” MySpace, Instagram, or any other social media source created, sent, received, forwarded, or otherwise transmitted by You Concerning this litigation, the allegations contained in the Amended Complaint, the Freeh Report, the Consent Decree, the Athletics Integrity Agreement, Coach Paterno, Sandusky, the NCAA, Edward Ray, Mark Emmert, or Rodney Erickson.

RESPONSE:

REQUEST NO. 20:

All text messages You sent or received Concerning this litigation, the allegations contained in the Amended Complaint, the Freeh Report, the Consent Decree, the Athletics Integrity Agreement, Sandusky, the NCAA, Edward Ray, Mark Emmert, or Rodney Erickson.

RESPONSE:

REQUEST NO. 21:

All Documents that You believe support, confirm, rebut, or contradict any fact or conclusion in the Amended Complaint, including all Documents referred to or relied upon in the Amended Complaint.

RESPONSE:

Respectfully submitted,

/s/Thomas W. Scott

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Counsel for Defendants

CERTIFICATE OF SERVICE

I, Thomas W. Scott, hereby certify that I am serving the foregoing Defendant National Collegiate Athletics Association First Requests for Documents to Plaintiff George Scott Paterno as Duly Appointed Representative of the Estate and Family of Joseph Paterno on the following by First Class Mail and email:

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Dated: May 21, 2014

/s/Thomas W. Scott

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Attorney for Defendants

Exhibit B

Sarah M. Gragert
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LATHAM & WATKINS LLP

April 21, 2015

VIA EMAIL

Patricia L. Maher
King & Spalding LLP
1700 Pennsylvania Avenue, NW
Washington, DC 20006

FIRM / AFFILIATE OFFICES

Abu Dhabi	Milan
Barcelona	Moscow
Beijing	Munich
Boston	New Jersey
Brussels	New York
Century City	Orange County
Chicago	Paris
Doha	Riyadh
Dubai	Rome
Düsseldorf	San Diego
Frankfurt	San Francisco
Hamburg	Shanghai
Hong Kong	Silicon Valley
Houston	Singapore
London	Tokyo
Los Angeles	Washington, D.C.
Madrid	

Re: Paterno, et al. v. NCAA, et al., Civ. No. 2013-2082

Dear Trish:

I am writing to memorialize the matters discussed during our March 27, 2015 teleconference regarding Plaintiffs' responses to the NCAA's requests for the production of documents. During the call, we primarily discussed the written responses and objections to the NCAA's requests for production from William Kenney, Jay Paterno, and Al Clemens (the "non-Estate Plaintiffs"), which are addressed below.

However, we first note three other topics discussed. *First*, you noted that all four Plaintiffs anticipated making an imminent production, which we have now received and are in the process of reviewing. We appreciate Plaintiffs' efforts to produce responsive materials. Nonetheless, we would hope that more sizable productions are forthcoming. Nearly a year has passed since the NCAA served its discovery requests, but Plaintiffs have produced few materials in response. For example, Mr. Kenney has not produced any materials, and Jay Paterno¹ has produced only 21 documents.

Second, you provided an update on the Estate's efforts to obtain Coach Paterno's materials located at Penn State. We understand that Coach Paterno's office has been sealed but that you will be permitted to conduct a supervised review. We ask that you please advise us if, in the course of that review, you identify materials that may be responsive to the NCAA's document requests.

Third, we reiterated the NCAA's concern regarding its lack of visibility into the custodians/sources of documents the Estate considers to be within its custody, control, or

¹ In this letter, "Coach Paterno" refers to the late Joe Paterno, represented in this action by George Scott Paterno; "Mr. Paterno" refers to Jay Paterno.

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possession. We appreciate your efforts during our call to explain generally your approach to collecting responsive materials on behalf of the Paterno Estate. However, to ensure that all responsive materials are provided to the NCAA, we plan to seek documents directly from certain relevant individuals connected to the Estate and anticipate inquiring into this subject in the course of future depositions. We hope this approach will help reduce any ambiguity about the scope of the Estate's response. We trust that, notwithstanding these efforts, the Estate will continue to discharge its obligations to produce materials on behalf of the Estate.

As to the non-Estate Plaintiffs' written responses and objections, we discussed the following on our call:

Time period. We agreed that the same time period would apply to the non-Estate Plaintiffs' productions as the NCAA and the Estate have applied to their productions. Namely, the NCAA agreed that these Plaintiffs could limit their responsive materials to those generated between January 1, 2011 and May 30, 2013, unless otherwise noted. The NCAA reserved the right, however, to request additional documents outside of this date range in the future.

Request Nos. 4-7.² You clarified that, notwithstanding the non-Estate Plaintiffs' objections to these requests on the grounds of attorney work product and/or attorney-client privilege, the non-Estate Plaintiffs were not withholding materials on such grounds and that, in fact, they had no responsive materials.

Request No. 10. You clarified that the non-Estate Plaintiffs were not withholding documents on the basis of their objection to the definition of "Plaintiff" as encompassing George Scott Paterno. You also clarified that, notwithstanding the non-Estate Plaintiffs' limitation of the scope of this Request to materials "that relate to the investigation of Jerry Sandusky, actions by the NCAA and Penn State following [his] indictment in November 2011, and the effects of those actions," these Plaintiffs were not, in fact, withholding materials based on that statement. Said another way, the non-Estate Plaintiffs will not withhold materials, if any, that would be responsive to the Request as drafted by the NCAA but not responsive and/or outside of the time period as re-stated by the non-Estate Plaintiffs.

Request No. 11. You stated that you are not currently aware of any communications with the Pennsylvania Attorney General's Office and, as such, were not withholding documents on the basis of the non-Estate Plaintiffs' objections. We agreed that if you later found communications with the Attorney General's Office that Plaintiffs chose to withhold, you would so advise the NCAA.

Request No. 12. You indicated that the non-Estate Plaintiffs will not produce materials in response to this Request due to uncertainty of its meaning. We reiterated our confusion over this objection given that the Request, in part, seeks materials concerning Plaintiffs' own

² All Request numbers refer to those contained in the requests for the production of documents propounded on Mr. Clemens; however, our discussion included the responses and objections Jay Paterno and William Kenney provided to their corollary Requests.

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allegations in Paragraphs 99-101 of the Amended Complaint. Nevertheless, we offered to attempt to clarify the Request.

Request No. 13. In response to the non-Estate Plaintiffs' objection that Request No. 13 is overly broad, we offered to narrow the Request by omitting publicly available media articles.

Request No. 14. We asked about the basis of the non-Estate Plaintiffs' objection that this Request calls for materials protected by the attorney work product doctrine and/or attorney-client privilege. In response, you stated that Messrs. Clemens and Kenney would not withhold materials on those grounds because they did not have responsive materials. As to Mr. Paterno, you noted that you did not yet know whether he intended to withhold responsive documents on those grounds, but that you would inform the NCAA should he choose to do so in order to permit a discussion of the grounds for the objection.

Request Nos. 15-17. Request Numbers 15-17 seek documents pertaining to the non-Estate Plaintiffs' financial position over time, including their sources of income, earnings, assets and financial wherewithal. We understand that Messrs. Kenney and Paterno will produce responsive documents, and are in the process of doing so. With regard to Mr. Clemens, however, you explained that information responsive to these requests would not reflect the type of damages he purportedly suffered and, as such, Mr. Clemens objects to producing the requested materials. We do not understand how that position is consistent with Mr. Clemens' claim for compensatory damages in this case. Indeed, Mr. Clemens voluntarily chose to assert claims for damages as a plaintiff here, and in doing so, put squarely at issue his financial condition and records. Thus, if we were to agree to exempt Mr. Clemens from producing materials responsive to Request Nos. 15-17, we would need in return a stipulation making sufficiently clear, *inter alia*, that Mr. Clemens is not asserting any claim for financial or pecuniary damages in this case, and that he will not claim to have suffered any such damages related to the statements made in the Freeh Report or repeated in the Consent Decree. Otherwise, we request that Mr. Clemens produce the requested materials within 21 days.

Request Nos. 18-19. Subject to the stipulation described above, the NCAA is amenable to limiting Request Nos. 18 and 19 as to Mr. Clemens to those documents pertaining to contracts and agreements pertinent to his reputation/personality, such as media deals, endorsements, etc., if any. You indicated that you doubted any exist, but we reiterated our request for such documents to the extent they do. We clarified that we could not so narrowly limit these Requests as to Messrs. Paterno and Kenney, but you likewise doubted responsive materials exist.

Request No. 21. Similar to Request No. 10, you clarified that Mr. Paterno would not withhold documents based on his objection to including George Scott Paterno in the definition of "Plaintiffs." You indicated that Messrs. Clemens and Kenney did not have responsive materials.

Request No. 22. Consistent with the non-Estate Plaintiffs' position regarding Request No. 10, you clarified that these Plaintiffs were not withholding materials on the grounds of the temporal and subject matter scope limitations contained in their responses.

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Request No. 24. We clarified that the word “and” in the date meant “between” so as to establish a date range.

Request No. 29. With regard to Mr. Clemens, we take the same position with respect to Request No. 29 as we do regarding Requests No. 15-17 above. We did, however, agree that as an initial matter, we would like to focus on documents created after January 1, 2011. Further, as noted above, the NCAA cannot accept Messrs. Kenney and Paterno’s temporal limitation to 2011. The NCAA is willing to narrow the time period to January 1, 2007, but documents prior to 2011 are relevant to their damages claims and should be produced.

Finally, at the conclusion of our call, we had insufficient time to address several of Jay Paterno’s and William Kenney’s unique responses and objections, which Mr. Clemens had not asserted. We attempt to address these issues here such that a separate call may not be necessary. However, if you believe any of these topics would benefit from further discussion, we are happy to schedule a call to do so.

Request No. 13. Messrs. Kenney and Paterno each seek to temporally limit this Request to 2011. The NCAA cannot accept that limitation. Documents pertaining to their employment, or attempted employment, prior to 2011 are highly relevant to understanding their qualifications for, and likelihood of securing, employment after their termination from Penn State, among other things. If either Plaintiff intends to withhold responsive material based on that limitation, please advise use promptly.

Request Nos. 26-27 (Kenney); No. 31 (Paterno).³ Messrs. Kenney and Paterno objected to these Requests on the ground that they “lack[] access to certain files that may contain responsive documents and information.” The NCAA asks that Plaintiffs please identify who has custody, control, or possession of the files referenced in that objection so that it may determine if it needs to pursue discovery directly from such individuals or entities.

Request No. 25 (Paterno). Mr. Paterno objected to providing any responsive material pertaining to his book, *Paterno Legacy*, other than a copy of the final, published product on the grounds that the Request is overly broad and seeks irrelevant information. Mr. Paterno’s objections are not well-taken. The Request is far broader than Mr. Paterno’s narrow interpretation, and it is properly drafted to seek information that is reasonably likely to lead to admissible evidence, such as information, statements, and admissions regarding Coach Paterno’s career and reputation, the Sandusky scandal, the NCAA, and this litigation. He also objected on the grounds that the Request seeks information subject to confidentiality agreements, attorney-client privilege, and/or the attorney work product doctrine. At most, these objections would apply to only a small subset of the responsive materials and are not a basis for withholding all responsive documents. In any event, it is questionable that much, if any, responsive information is properly subject to a privilege or work product claim given that the final book was made public and has been highly publicized, and the Request calls for, *inter alia*, public statements. Additionally, the existence of a confidentiality agreement does not immunize documents from

³ Request No. 31 for Mr. Paterno was inadvertently mis-numbered as 26 in the original Requests.

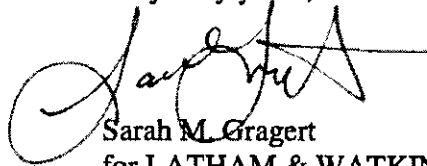
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production. Any documents properly designated as confidential will be protected by the operative protective order in this matter.

* * *

We appreciate the time you have provided to work through these issues. If we have misunderstood or misstated any of the Plaintiffs' positions, please let us know. We are optimistic that we can jointly resolve the remaining few issues.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Sarah M. Gragert', with a large, stylized initial 'S' and a horizontal line extending to the right.

Sarah M. Gragert
for LATHAM & WATKINS LLP

Exhibit C

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA

ESTATE of JOSEPH PATERNO, et al.,)	
)	
Plaintiffs,	)	Civil Division
)	
v.)	
	)	Docket No. 2013-
	)	2082
NATIONAL COLLEGIATE ATHLETIC ASSOCIATION, et al.,)	
)	
Defendants.)	

**THE NATIONAL COLLEGIATE ATHLETIC ASSOCIATION'S SECOND REQUESTS
FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF JOSEPH V. ("JAY")
PATERNO**

The National Collegiate Athletic Association (the "NCAA"), by and through its counsel, hereby requests, pursuant to Pennsylvania Rules of Civil Procedure No. 4009.11, that Plaintiff Joseph V. ("Jay") Paterno produce documents in accordance with the Instructions and Definitions set forth herein for inspection and copying at the offices of Latham & Watkins LLP, 555 11th Street NW, Suite 1000, Washington D.C. 2004, within thirty (30) days of service of this request.

DEFINITIONS

As used herein, the words and phrases set forth below shall have the broadest meaning or meanings permitted under Pennsylvania Rule of Civil Procedure No. 4003.1. Unless defined, all words used in these Requests are to be given their plain and ordinary meaning.

1. "You" or "Your" shall mean Jay Paterno, and all other persons acting on behalf of Jay Paterno, including, but not limited to, attorneys and their associates, investigators, agents, directors, officers, employees, representatives, and others who may have obtained information for or on behalf of Jay Paterno.

2. The "NCAA" shall mean the National Collegiate Athletic Association.

3. "All" or "any" shall mean "each and every."

4. "And" and "or" shall mean either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed outside of its scope.

5. "Document" or "Documents" is defined to include originals and copies (including all non-identical copies or photocopies) as well as all draft and final versions of, without limitation: (a) All writings of any kind (including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise), including, without limitation, correspondence, notes, statements, transcripts, books, diaries, intra-office communications, notations of any sort of conversations or interviews; (b) All graphic representations of any kind, including, without limitation, photographs, charts, graphs, plans, drawings, videos, and recordings; and (c) All electronically generated and/or stored correspondence, memoranda, communications, data compilations, or records of any sort.

6. "Communication(s)" means any act, action, oral speech, written correspondence, contact, expression of words, thoughts, ideas or transmission or exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, or any other process, electric, electronic or otherwise.

7. "Concerning" or "that Concern" shall mean, without limitation, comprising, containing, embodying, referring to, relating to, regarding, alluding to, responding to, in connection with, commenting on, in response to, about, announcing, explaining, discussing, showing, describing, studying, supporting, reflecting, analyzing, or constituting.

8. "Person" shall mean any natural person or any business, legal or governmental entity, or association.

9. "Second Amended Complaint" shall mean the Second Amended Complaint filed in the above-captioned matter on October 13, 2014.

10. "Sandusky" shall mean former Penn State assistant football coach, Gerald Sandusky.

11. "Coach Paterno" shall refer to Joseph Paterno, the decedent represented in this Action by Joseph Paterno's Estate.

12. "FSS" shall mean the firm of Freeh Sporkin & Sullivan LLP and anyone associated with FSS, including Judge Freeh.

13. The "Freeh Report" shall mean the July 12, 2012 Report of the Special Investigative Counsel Regarding the Actions of The Pennsylvania State University Related to the Child Sexual Abuse Committed by Gerald A. Sandusky.

14. The "Consent Decree" shall mean the July 23, 2012 Binding Consent Decree Imposed by The National Collegiate Athletic Association and Accepted by The Pennsylvania State University.

15. The "Athletics Integrity Agreement" shall mean the August 2012 Athletics Integrity Agreement Between The National Collegiate Athletic Association and The Big Ten Conference, and The Pennsylvania State University.

INSTRUCTIONS

1. In accordance with the Pennsylvania Rules of Civil Procedure, in producing the requested Documents, furnish all Documents in Your actual or constructive possession, custody, or control including, without limitation, those Documents in the custody of any advisors, attorneys, investigators, agents, associates, representatives, and other person(s) or entities acting or purporting to act on Your behalf.

2. Documents shall be produced in the manner in which they are maintained in the ordinary course of business or shall be organized and labeled with a designation of the request for production to which they respond and produced along with any file folders or other bindings in which such Documents were found.

3. These Requests shall be deemed to be continuing in nature. If at any time additional responsive Documents come into Your possession, custody or control, then the responses to these requests shall be promptly supplemented.

4. Any Document or portion of any Document withheld from production based on a claim of privilege shall be identified by (1) the type of Document, (2) the general subject matter of the Document, (3) the date of the Document, and (4) such other information as is sufficient to identify the Document including the author of the Document, the addressee(s) and any copyee(s) or other recipients of the Document, and, where not apparent, the relationship of the author and the addressee(s) and copyee(s) to each other. The nature of each claim of privilege shall be set forth. Notwithstanding the assertion of any objection, any requested Document that contains non-objectionable information responsive to this request should be produced, but that portion of the Document for which the objection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.

5. Except as otherwise noted, this Request seeks the production of Documents created in, used, sent or received during the period from January 1, 2011 through present.

6. Any request for "Communications" shall be construed to include written or tangible Communications, as well as Documents referencing or reflecting oral or person-to-person Communications.

7. Pursuant to Pennsylvania Rule of Civil Procedure No. 4009.12, You must fully respond to each Request. Objections to any part of these requests shall be stated in full with a brief statement setting forth the grounds for such objections.

8. The fact that another party produces a Document or the availability or production of similar or identical Documents from another source does not relieve You of Your obligation to produce Your copy of the same Document, even if the two Documents are identical.

9. Any Document that cannot be produced in full shall be produced to the fullest extent possible.

10. Each paragraph, subparagraph, clause and word herein should be construed independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.

11. Except as specifically provided herein, words imparting the singular shall include the plural and vice versa, where appropriate.

REQUESTS FOR PRODUCTION

REQUEST NO. 25 (REVISED):

All Documents Concerning Your book, *Paterno Legacy*, that Concern this litigation, the allegations contained in the Second Amended Complaint, the Freeh Report, FSS, the Consent Decree, the Athletics Integrity Agreement, the NCAA, Coach Paterno's reputation, Your reputation, Sandusky, the Second Mile, the Sandusky grand jury investigation or Presentment, any Person's reaction to the Sandusky scandal (including the media), Graham Spanier, Tim Curley, or Gary Schultz.

RESPONSE:

REQUEST NO. 35:

All medical, mental health, therapy and counseling records from the past five years
Concerning any emotional distress, mental anguish, humiliation, depression, substance abuse, or
any other type of mental health condition for which you have sought treatment.

RESPONSE:

REQUEST NO. 36:

All Documents and Communications Concerning "Paterno Legacy Series" beer.

RESPONSE:

REQUEST NO. 37:

All Documents and Communications Concerning actual or potential business ventures or
partnerships Concerning Coach Paterno or his Estate.

RESPONSE:

REQUEST NO. 38:

All Documents Concerning the actual or contemplated sale of any goods from which Coach Paterno or his Estate had a possibility of earning money or did earn money, from January 1, 2006 to present.

RESPONSE:

REQUEST NO. 39:

All draft and final contracts or agreements that had the possibility of generating income or other money for Coach Paterno or his Estate, including, without limitation, licensing contracts and contracts for television appearances, from January 1, 2006 to present.

RESPONSE:

REQUEST NO. 40:

All Communications regarding deliberations or negotiations about, the decision to enter into, the benefits of, or the terms of, any contract or agreement produced in response to Request No. 39.

RESPONSE:

REQUEST NO. 41:

Documents sufficient to fully demonstrate the monthly and annual sales performance of all merchandise or other goods sold from which Coach Paterno or his Estate has a financial interest, including, without limitation, royalty or licensing payments from January 1, 2006 to present.

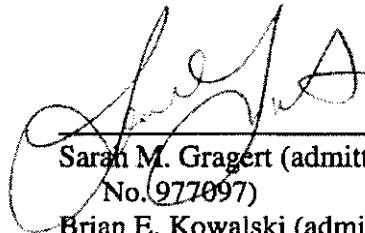
RESPONSE:

REQUEST NO. 42:

All Documents Concerning any naming rights options offered to Coach Paterno or his Estate from January 1, 2006 to present.

RESPONSE:

Date: October 16, 2015



Sarah M. Gragert (admitted *Pro Hac Vice*, DC No. 977097)

Brian E. Kowalski (admitted *Pro Hac Vice*, DC No. 500064)

Everett C. Johnson, Jr. (admitted *Pro Hac Vice*, DC No. 358446)

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Email: Brian.Kowalski@lw.com

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Sarah.Gragert@lw.com

Thomas W. Scott (No. 15681)
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Telephone: (717) 232-1851
Email: tscott@killiangephart.com

Counsel for Defendants

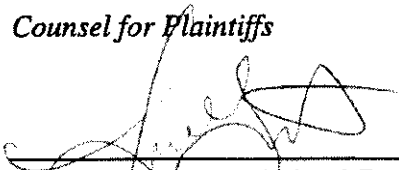
CERTIFICATE OF SERVICE

I, Sarah M. Gragert, hereby certify that I am serving the foregoing *National Collegiate Athletic Association's Second Requests for Production of Documents to Plaintiff Joseph V. ("Jay") Paterno* by First Class Mail and email on the following:

Thomas J. Weber, Esquire
GOLDBERG KATZMAN, P.C.
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P.O. Box 6991
Harrisburg, PA 17112
Telephone: (717) 234-4161
Email: tjw@goldbergkatzman.com

Wick Sollers, Esquire
L. Joseph Loveland, Esquire
Mark A. Jensen, Esquire
Patricia L. Maher, Esquire
Ashley C. Parrish, Esquire
KING & SPALDING LLP
1700 Pennsylvania Avenue, NW
Washington, DC 20006
Telephone: (202) 737-0500
Email: wsollers@kslaw.com
jloveland@kslaw.com
mjensen@kslaw.com
pmaher@kslaw.com
aparrish@kslaw.com

Counsel for Plaintiffs



Sarah M. Gragert (admitted *Pro Hac Vice*, DC No. 977097)

LATHAM & WATKINS LLP
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Washington, DC 20004-1304
Telephone: (202) 637-2200
Email: Sarah.gragert@lw.com

Counsel for Defendants

Exhibit D

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA

GEORGE SCOTT PATERNO, as duly appointed representative of)
the ESTATE and FAMILY of JOSEPH PATERNO;)

RYAN MCCOMBIE, ANTHONY LUBRANO,)
AL CLEMENS, and ADAM TALIAFERRO, members of the)
Board of Trustees of Pennsylvania State University;)

PETER BORDI, TERRY ENGELDER,)
SPENCER NILES, and JOHN O'DONNELL,)
members of the faculty of Pennsylvania State University;)

WILLIAM KENNEY and JOSEPH V. ("JAY") PATERNO,)
former football coaches at Pennsylvania State University; and)

ANTHONY ADAMS, GERALD CADOGAN,)
SHAMAR FINNEY, JUSTIN KURPEIKIS,)
RICHARD GARDNER, JOSH GAINES, PATRICK MAUTI,)
ANWAR PHILLIPS, and MICHAEL ROBINSON, former)
football players of Pennsylvania State University,)

Plaintiffs,)

v.)

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION)
("NCAA"), MARK EMMERT, individually and as President of)
the NCAA, and EDWARD RAY, individually and as former)
Chairman of the Executive Committee of the NCAA,)

Defendants.)

Civil Division

Docket No. 2013-
2082

**THE NATIONAL COLLEGIATE ATHLETIC ASSOCIATION'S FIRST REQUESTS
FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF WILLIAM KENNEY**

Defendant the National Collegiate Athletics Association (the "NCAA"), by and through its counsel, hereby requests, pursuant to Pennsylvania Rule of Civil Procedure No. 4009.11, that Plaintiff William Kenney produce documents in accordance with the Instructions and Definitions set forth herein for inspection and copying at the offices of Latham & Watkins LLP, 555 11th Street NW, Suite 1000, Washington D.C. 2004, within thirty (30) days of service of this request.

DEFINITIONS

As used herein, the words and phrases set forth below shall have the broadest meaning or meanings permitted under Pennsylvania Rule of Civil Procedure. No. 4003.1. Unless defined, all words used in these Requests are to be given their plain and ordinary meaning.

1. “You” or “Your” shall mean William Kenney and all other persons acting on behalf of William Kenney, including, but not limited to, attorneys and their associates, investigators, agents, directors, officers, employees, representatives, and others who may have obtained information for or on behalf of William Kenney.

2. The “NCAA” shall mean the National Collegiate Athletic Association.

3. “Defendants” shall mean the NCAA, Mark Emmert, Edward Ray, and the Pennsylvania State University.

4. “Plaintiffs” shall mean each of the individuals identified in the caption above, any representative of those individuals, and any representatives of the Estate and Family of Joseph Paterno.

5. “All” or “any” shall mean “each and every.”

6. “And” and “or” shall mean either disjunctively or conjunctively as necessary to bring within the scope of discovery request all responses that might otherwise be construed outside of its scope.

7. “Document” or “Documents” is defined to include originals and copies (including all non-identical copies or photocopies) as well as all draft and final versions of, without limitation: (a) All writings of any kind (including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise), including, without limitation, correspondence, notes, statements, transcripts, books,

diaries, intra-office communications, notations of any sort of conversations or interviews; (b) All graphic representations of any kind, including, without limitation, photographs, charts, graphs, plans, drawings, videos, and recordings; and (c) All electronically generated and/or stored correspondence, memoranda, communications, data compilations, or records of any sort.

8. “Communication(s)” means any act, action, oral speech, written correspondence, contact, expression of words, thoughts, ideas or transmission or exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, or any other process, electric, electronic or otherwise.

9. “Concerning” shall mean, without limitation, comprising, containing, embodying, referring to, relating to, regarding, alluding to, responding to, in connection with, commenting on, in response to, about, announcing, explaining, discussing, showing, describing, studying, supporting, reflecting, analyzing, or constituting.

10. “Person” shall mean any natural person or any business, legal or governmental entity, or association.

11. “Amended Complaint” shall mean the First Amended Complaint filed in the above-captioned matter on February 5, 2014.

12. “Penn State” shall mean The Pennsylvania State University.

13. “Sandusky” shall mean former Penn State assistant football coach, Gerald Sandusky.

14. “Coach Paterno” shall refer to Joseph Paterno, the decedent represented in this Action by George Scott Paterno, and Joseph Paterno’s Estate.

15. “FSS” shall mean the firm of Freeh Sporkin & Sullivan LLP.

15. The “Freeh Report” shall mean the July 12, 2012 Report of the Special Investigative Counsel Regarding the Actions of The Pennsylvania State University Related to the Child Sexual Abuse Committed by Gerald A. Sandusky, prepared by FSS.

16. The “Consent Decree” shall mean the July 23, 2012 Binding Consent Decree Imposed by The National Collegiate Athletic Association and Accepted by The Pennsylvania State University.

17. The “Athletics Integrity Agreement” shall mean the August 2012 Athletics Integrity Agreement Between The National Collegiate Athletic Association and The Big Ten Conference, and The Pennsylvania State University.

INSTRUCTIONS

1. In accordance with the Pennsylvania Rules of Civil Procedure, in producing the requested Documents, furnish all Documents in Your actual or constructive possession, custody, or control including, without limitation, those Documents in the custody of any advisors, attorneys, investigators, agents, associates, representatives, and other person(s) or entities acting or purporting to act on Your behalf.

2. Documents shall be produced in the manner in which they are maintained in the ordinary course of business or shall be organized and labeled with a designation of the request for production to which they respond and produced along with any file folders or other bindings in which such Documents were found.

3. These Requests shall be deemed to be continuing in nature. If at any time additional responsive Documents come into Your possession, custody or control, then the responses to these requests shall be promptly supplemented.

4. Any Document or portion of any Document withheld from production based on a claim of privilege shall be identified by (1) the type of Document, (2) the general subject matter of the Document, (3) the date of the Document, and (4) such other information as is sufficient to identify the Document including the author of the Document, the addressee(s) and any copyee(s) or other recipients of the Document, and, where not apparent, the relationship of the author and the addressee(s) and copyee(s) to each other. The nature of each claim of privilege shall be set forth. Notwithstanding the assertion of any objection, any requested Document that contains non-objectionable information responsive to this request should be produced, but that portion of the Document for which the objection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.

5. Except as otherwise noted, this Request seeks the production of Documents created in, used, sent or received during the period from **January 1, 2011** through present.

6. Any request for “Communications” shall be construed to include written or tangible Communications, as well as Documents referencing or reflecting oral or person-to-person Communications.

7. Pursuant to Pennsylvania Rule of Civil Procedure No. 4009.12, You must fully respond to each Request. Objections to any part of these requests shall be stated in full with a brief statement setting forth the grounds for such objections.

8. The fact that another party produces a Document or the availability or production of similar or identical Documents from another source does not relieve You of Your obligation to produce Your copy of the same Document, even if the two Documents are identical.

9. Any Document that cannot be produced in full shall be produced to the fullest extent possible.

10. Each paragraph, subparagraph, clause and word herein should be construed independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.

11. Except as specifically provided herein, words imparting the singular shall include the plural and vice versa, where appropriate.

REQUESTS FOR PRODUCTION

REQUEST NO. 1:

All Documents Concerning the Consent Decree, including but not limited to any of the sanctions set forth in the Consent Decree, any purported attempt to seek an appeal regarding the Consent Decree, or the Athletics Integrity Agreement.

RESPONSE:

REQUEST NO. 2:

All Documents Concerning the Freeh Report.

RESPONSE:

REQUEST NO. 3:

All Documents Concerning, and Communications with, Louis Freeh, FSS, Pepper Hamilton LLP, or FSS' current or former principals, representatives and/or employees,

including, without limitation, Documents Concerning the retention of FSS by the Special Investigations Task Force of the Penn State Board of Trustees, the investigation conducted by FSS, the Freeh Report, and Penn State.

RESPONSE:

REQUEST NO. 4:

All Documents Concerning Mr. Richard Thornburgh or research and preparation for, the drafting of, or the final version of Mr. Thornburgh's February 2013 *Review of the Freeh Report Concerning Joseph Paterno*, including, without limitation, all Communications with Mr. Thornburgh, all Communications regarding the basis for drafting it, compensation, research, drafts, and the final document.

RESPONSE:

REQUEST NO. 5:

All Documents Concerning King & Spalding's February 2013 *Critique of the Freeh Report: The Rush to Injustice Regarding Joe Paterno*, including, without limitation, all Documents regarding the basis for drafting it, compensation, research, drafts, and the final document.

RESPONSE:

REQUEST NO. 6:

All Documents Concerning James T. Clemente or the February 2013 *Analysis of the Special Investigative Counsel Report and the Crimes of Gerald A. Sandusky & Education Guide to the Identification and Prevention of Child Sexual Victimization* by James T. Clemente, including all Communications with James T. Clemente.

RESPONSE:

REQUEST NO. 7:

All Documents Concerning Fred S. Berlin or the February 6, 2013 letter from of the National Institute for the Study, Prevention and Treatment of Sexual Trauma to J. Sedwick Sollers, III, including all Communications with Fred S. Berlin.

RESPONSE:

REQUEST NO. 8:

From January 1, 2000 to present, All Documents Concerning Sandusky or The Second Mile.

RESPONSE:

REQUEST NO. 9:

All Documents from January 1, 1996 to present Concerning Sandusky's retirement, interaction or involvement with children, sexual abuse, and/or Penn State privileges and benefits.

RESPONSE:

REQUEST NO. 10:

All Communications between or among any of the Plaintiffs (including Coach Paterno and George Scott Paterno) and one or more of the following: Sandusky, Graham Spanier, Tim Curley, Gary Schultz, former Penn State assistant coach Michael McQueary, or any other current or former Penn State Trustee.

RESPONSE:

REQUEST NO. 11:

All Communications with the Pennsylvania Attorney General's Office.

RESPONSE:

REQUEST NO. 12:

All Documents Concerning (i) institutional control over Penn State's football team, (ii) the level of deference or reverence provided to the Penn State football program, players, or coaches by Penn State students, faculty, staff, alumni, and fans, or (iii) the allegations in Paragraphs 99-101 of the Amended Complaint.

RESPONSE:

REQUEST NO. 13:

All Documents from January 1, 2000 to the present Concerning Your past and present efforts to secure employment or income as a football coach (whether as a head coach or in a subordinate role) or any other position, including, without limitation, all draft and final job application materials such as cover letters and resumes, and any Communications with the University of Illinois, the University of Wisconsin, Purdue University, Virginia Polytechnic Institute and State University, Florida State University, the University of Massachusetts, North

Carolina State University, Boston College, the University of Arizona, the University of Delaware, Syracuse University, or Western Michigan University, or any NFL franchise, including the New York Giants, Indianapolis Colts, Cleveland Browns, or any other prospective employer.

RESPONSE:

REQUEST NO. 14:

All Communications Concerning open football coaching positions or Communications with other universities or schools Concerning football coaching employment.

RESPONSE:

REQUEST NO. 15:

All Communications, contracts, and agreements with a head hunter or other individual who would receive a commission or other money if You obtained employment.

RESPONSE:

REQUEST NO. 16:

All Communications with a sports agent, sports agency, or other individual or company who is authorized to act on Your behalf in securing contracts or agreements or in obtaining employment, licensing opportunities, or other forms of income or revenue.

RESPONSE:

REQUEST NO. 17:

All Documents Concerning any efforts by a sports agent, sports agency, or other individual or company who is authorized to act on Your behalf to secure employment, licensing opportunities, or contracts, agreements, or any other arrangements that have the possibility of generating revenue or income for You.

RESPONSE:

REQUEST NO. 18:

Your Personnel file from any employment you have held from January 1, 2000 to present, including, without limitation, all reviews or evaluations of your performance as a football coach at Penn State.

RESPONSE:

REQUEST NO. 19:

All Documents Concerning your termination or departure from any employment, including from Penn State, from January 1, 2005 to present.

RESPONSE:

REQUEST NO. 20:

All Documents Concerning Your contract, salary, or benefits with or provided by Penn State from January 1, 2005 to present.

RESPONSE:

REQUEST NO. 21:

All Documents discussing the reputation or popularity of, or public support for, You, the Paterno family, Coach Paterno, George Scott Paterno, or Plaintiffs Al Clemens or Joseph V. Paterno.

RESPONSE:

REQUEST NO. 22:

All Communications, commentary, or other content from Facebook, Twitter, an Internet “blog,” MySpace, Instagram, or any other social media source created, sent, received, forwarded, or otherwise transmitted by You Concerning this litigation, the allegations contained in the Amended Complaint, the Freeh Report, the Consent Decree, the Athletics Integrity Agreement, Coach Paterno, Sandusky, the NCAA, Edward Ray, Mark Emmert, or Rodney Erickson.

RESPONSE:

REQUEST NO. 23:

All text messages You sent or received Concerning this litigation, the allegations contained in the Amended Complaint, the Freeh Report, the Consent Decree, the Athletics Integrity Agreement, Sandusky, the NCAA, Edward Ray, Mark Emmert, or Rodney Erickson.

RESPONSE:

REQUEST NO. 24:

All Communications with a public relations or media consultant or specialist.

RESPONSE:

REQUEST NO. 25:

Your pay-stubs, federal and state income tax returns, and any statement or record of other income You received from January 1, 2006 to the present.

RESPONSE:

REQUEST NO. 26:

Any other Documents Concerning Your claim of pecuniary or financial loss from January 1, 2006 to the present.

RESPONSE:

REQUEST NO. 27:

All Documents Concerning the damages You are seeking in this action from the Defendants, including all Documents Concerning Your claims for emotional distress, mental anguish, and humiliation.

RESPONSE:

REQUEST NO. 28:

All non-privileged Communications between or among any of the Plaintiffs (including Coach Paterno and George Scott Paterno) Concerning this lawsuit, or any and all facts or circumstances related to the allegations in the Amended Complaint, including the Consent Decree, the Freeh Report, the reputation of any Plaintiff (including Coach Paterno and George Scott Paterno), Coach Paterno's termination or departure from Penn State, Sandusky, or Rodney Erickson.

RESPONSE:

REQUEST NO. 29:

All Communications with any current or former Penn State football coaches or players, or Penn State staff or faculty not party to this lawsuit Concerning this litigation, the allegations contained in the Amended Complaint, the Freeh Report, the Consent Decree, the Athletics Integrity Agreement, Coach Paterno, Sandusky, or Rodney Erickson.

RESPONSE:

REQUEST NO. 30:

All Documents that you believe support, confirm, rebut, or contradict any fact or conclusion in the Amended Complaint, including all Documents referred to or relied upon in the Amended Complaint.

RESPONSE:

Respectfully submitted,

/s/Thomas W. Scott

Thomas W. Scott (No. 15681)
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218 Pine Street
P.O. Box 886
Harrisburg, PA 17108-0886
Telephone: (717) 232-1851
Email: tscott@killiangephart.com

Everett C. Johnson, Jr. (admitted *Pro Hac Vice*,
DC No. 358446)
Brian E. Kowalski (*Pro Hac Vice* pending,
DC No. 500064)
Sarah M. Gragert (admitted *Pro Hac vice*,
DC No. 977097)
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Washington, D.C. 20004-1304
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Email: Everett.Johnson@lw.com
Sarah.gragert@lw.com

Counsel for Defendants

CERTIFICATE OF SERVICE

I, Thomas W. Scott, hereby certify that I am serving the foregoing Defendant National Collegiate Athletics Association First Requests for Documents to Plaintiff William Kenney on the following by First Class Mail and email:

Thomas J. Weber
GOLDBERG KATZMAN, P.C.
4250 Crums Mill Road, Suite 301
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Telephone: (717) 234-4161
Email: tjw@goldbergkatzman.com

Wick Sollers
L. Joseph Loveland
Mark A. Jensen
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Dated: May 21, 2014

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John J. Commisso
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Boston, MA 02116
Telephone: (617) 367-0025
Email: Paul.Kelly@jacksonlewis.com
John.Commisso@jacksonlewis.com

Daniel I. Booker, Esquire
REED SMITH, LLP
Reed Smith Centre
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Pittsburgh, PA 15222
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/s/Thomas W. Scott

Thomas W. Scott
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Telephone: (717) 232-1851
Email: tscott@killiangephart.com

Attorney for Defendants

Exhibit E

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTRE

GEORGE SCOTT PATERNO ET AL.

VS

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION ET AL.

:
:
:
:
:
:

File No. 2013-2082

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS
FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: GEORGE SCOTT PATERNO

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the court to produce the following documents or things: See Exhibit A, attached.

at Killian & Gephart, LLP, 218 Pine St., PO Box 886, Harrisburg, PA 17108-0886

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Thomas W. Scott

ADDRESS: 218 Pine St., PO Box 886

Harrisburg, PA 17108-0886

TELEPHONE: (717) 232-1851

SUPREME COURT ID # 15681

ATTORNEY FOR: National Collegiate Athletic Association

DATE: _____

Seal of the Court

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA

GEORGE SCOTT PATERNO, as duly appointed representative
of the ESTATE and FAMILY of JOSEPH PATERNO;

AL CLEMENS, member of the Board of Trustees of
Pennsylvania State University; and

WILLIAM KENNEY and JOSEPH V. ("JAY") PATERNO,
former football coaches at Pennsylvania State University,

Plaintiffs,

v.

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION
("NCAA"), MARK EMMERT, individually and as President of
the NCAA, and EDWARD RAY, individually and as former
Chairman of the Executive Committee of the NCAA,

Defendants,

and

THE PENNSYLVANIA STATE UNIVERSITY,

Defendant.

Civil Division

Docket No. 2013-
2082

TO: GEORGE SCOTT PATERNO

You are required to complete the following Certificate of Compliance with producing documents or things pursuant to the Subpoena. Send the documents or things, along with this Certificate of Compliance (with your original signature), to the person at whose request the subpoena was issued (see address on the reverse).

**Do not send the documents or things, or the Certificate of Compliance, to the
Prothonotary's Office.**

**Certificate of Compliance with Subpoena to Produce Documents or Things
Pursuant to Rule 4009.23**

I, _____
certify to the best of my knowledge, information and belief that all documents or things required
to be produced pursuant to the subpoena issued on _____ have been produced.

Date: _____

(Signature of Person Served with Subpoena)

EXHIBIT A

DEFINITIONS

1. "You," "your," and "yours" shall mean George Scott Paterno, and all other persons acting on behalf of George Scott Paterno, including but not limited to, attorneys and their associates, investigators, agents, directors, officers, employees, representatives, and others who may have obtained information for or on behalf of George Scott Paterno.
2. The "NCAA" shall mean the National Collegiate Athletic Association.
3. "Plaintiffs" shall mean each of the individuals identified in the caption above, any representative of those individuals, and any representatives of the Estate and Family of Joseph Paterno.
4. "All" or "any" shall mean "each and every."
5. "And" and "or" shall mean either disjunctively or conjunctively as necessary to bring within the scope of discovery request all responses that might otherwise be construed outside of its scope.
6. "Document" or "documents" is defined as broadly as possible, and is defined to include originals and copies (including all non-identical copies or photocopies) as well as all draft and final versions of, without limitation: (a) All writings of any kind (including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise), including, without limitation, correspondence, notes, statements, transcripts, books, diaries, intra-office communications, notations of any sort of conversations or interviews; (b) All graphic representations of any kind, including, without limitation, photographs, charts, graphs, plans, drawings, videos, and recordings; and (c) All electronically generated and/or stored correspondence, memoranda, communications, data compilations, or records of

any sort.

7. "Communications(s)" means any act, action, oral speech, written correspondence, contact, expression of words, thoughts, ideas or transmission or exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, or any other process, electric, electronic or otherwise.
8. "Concerning" shall mean, without limitation, comprising, containing, embodying, referring to, relating to, regarding, alluding to, responding to, in connection with, commenting on, in response to, about, announcing, explaining, discussing, showing, describing, studying, supporting, reflecting, analyzing, or constituting.
9. "Person" shall mean any natural person or any business, legal or governmental entity, or association.
10. "Penn State" shall refer to employees, administrators, and personnel of The Pennsylvania State University, as well as any attorney, assignee, agent, representative, or any other person acting, authorized to act, or purporting to act on behalf of Penn State.
11. "Sandusky" shall mean former Penn State assistant football coach, Gerald Sandusky.
12. "Coach Paterno" shall refer to Joseph Paterno, the decedent represented in this Action by George Scott Paterno in his representative capacity.
13. "FSS" shall mean the firm of Freeh, Sporkin & Sullivan LLP.
14. The "Freeh Report" shall mean the July 12, 2012 Report of the Special Investigative Counsel Regarding the Actions of The Pennsylvania State University Related to the Child Sexual Abuse Committed by Gerald A. Sandusky, prepared by FSS.
15. The "Consent Decree" shall mean the July 23, 2012 Binding Consent Decree Imposed

by the National Collegiate Athletic Association and accepted by The Pennsylvania State University.

INSTRUCTIONS

1. In accordance with the Pennsylvania Rules of Civil Procedure, in producing the requested Documents, furnish all Documents in Your actual or constructive possession, custody, or control including, without limitation, those Documents in the custody of any advisors, attorneys, investigators, agents, associates, representatives, and other person(s) or entities acting or purporting to act on Your behalf.
2. Documents shall be produced in the manner in which they are maintained in the ordinary course of business or shall be organized and labeled with a designation of the request for production to which they respond and produced along with any file folders or other bindings in which such Documents were found.
3. These Requests shall be deemed to be continuing in nature. If at any time additional responsive Documents come into Your possession, custody or control, then the responses to these Requests shall be promptly supplemented.
4. Any Document or portion of any Document withheld from production based on a claim of privilege shall be identified by (1) the type of Document, (2) the general subject matter of the Document, (3) the date of the Document, and (4) such other information as is sufficient to identify the Document including the author of the Document, the addressee(e) and any copyee(s) or other recipients of the Document, and, where not apparent, the relationship of the author and addressee(s) and copyee(s) to each other. The nature of each claim of privilege shall be set forth.
 - a. Notwithstanding the assertion of any objection, any requested Document that contains non-objectionable information responsive to this Request should be

produced, but that portion of the Document for which the objection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.

5. Except as otherwise noted, this Request seeks the production of Documents created, used, sent or received during the period from January 1, 2011 through present.
6. Any request for "Communications" shall be construed to include written or tangible Communications, as well as Documents referencing or reflecting oral or person-to-person Communications.
7. You must fully respond to each Request. Objections to any part of these requests shall be stated in full with a brief statement setting forth the grounds for such objections.
8. The fact that another witness or that a party produces a Document or the availability or production of similar or identical Documents from another source does not relieve You of Your obligation to produce Your copy of the same Document, even if the two Documents are identical.
9. Any Document that cannot be produced in full shall be produced to the fullest extent possible.
10. Each paragraph, subparagraph, clause and word herein should be construed independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.
11. Except as specifically provided herein, words imparting the singular shall include the plural and vice versa, where appropriate.

REQUESTS FOR PRODUCTION

REQUEST NO. 1:

All Documents Concerning the Freeh Report.

REQUEST NO. 2:

All Documents Concerning, and Communications with, Louis Freeh, FSS, Pepper Hamilton LLP, or FSS' current or former principals, representatives and/or employees.

REQUEST NO. 3:

All Documents Concerning the Consent Decree.

REQUEST NO. 4:

All Documents Concerning Mr. Richard Thornburgh or research and preparation for, the drafting of, or the final version of Mr. Thornburgh's February 2013 *Review of the Freeh Report Concerning Joseph Paterno*, including, without limitation, all Communications with Mr. Thornburgh, all Communications regarding the basis for drafting it, compensation, research, drafts, and the final document.

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All Documents Concerning King & Spalding's February 2013 *Critique of the Freeh Report: The Rush to Injustice Regarding Joe Paterno*, including, without limitation, all Documents regarding the basis for drafting it, compensation, research, drafts, and the final document.

REQUEST NO. 6:

All Documents Concerning James T. Clemente or the February 2013 *Analysis of the Special Investigative Counsel Report and the Crimes of Gerald A. Sandusky & Education Guide to the Identification and Prevention of Child Sexual Victimization* by James T. Clemente, including all Communications with James T. Clemente.

REQUEST NO. 7:

All Documents Concerning Fred S. Berlin or the February 6, 2013 letter from the National Institute for the Study, Prevention and Treatment of Sexual Trauma to J. Sedwick Sollers, III, including all Communications with Fred S. Berlin.

REQUEST NO. 8:

From January 1, 2000 to present, All Documents Concerning Sandusky or The Second Mile.

REQUEST NO. 9:

All Documents from January 1, 1996 to present Concerning Sandusky's retirement, interaction or involvement with children, sexual abuse, and/or Penn State privileges and benefits.

REQUEST NO. 10:

All Communications between or among any of the Plaintiffs (including Coach Paterno) or You, and one or more of the following: Sandusky, Graham Spanier, Tim Curley, Gary Schultz, and former Penn State assistant coach Michael McQueary.

REQUEST NO. 11:

All Communications with the Pennsylvania Attorney General's Office.

REQUEST NO. 12:

All Documents discussing the reputation or popularity of, or public support for, You, any other member of the Paterno family, Coach Paterno, or Plaintiffs Al Clemens, Joseph V. Paterno, or William Kenney, including, without limitation, any public opinion surveys or polls.

REQUEST NO. 13:

All Communications involving You or Coach Paterno and a public relations or media consultant or specialist.

REQUEST NO. 14:

All Documents Concerning any books or articles contemplated, drafted, or published by You, Coach Paterno, his Estate, or any other member of the Paterno family.

REQUEST NO. 15:

Invitations, contracts, agendas, speeches, awards, or information about payment received for any event in which You, Coach Paterno, Sue Paterno, or any other member of the Paterno family was invited to speak or attend as a celebrity guest or honoree from 2008 to present.

REQUEST NO. 16:

All Communications Concerning negotiations or discussions with Penn State regarding Coach Paterno's salary, employment benefits, title, job responsibilities, or contract from January 1, 2006 to present.

REQUEST NO. 17:

All Communications Concerning the value of Coach Paterno's assets, financial net worth, or the financial net worth of Coach Paterno's Estate.

REQUEST NO. 18:

Documents sufficient to identify all sources of income, revenue, or other money earned by Coach Paterno or the Estate from January 1, 2006 to present.

REQUEST NO. 19:

Coach Paterno's pay-stubs, federal and state income tax returns, and any statement or record of other income received from 2006 to the present.

REQUEST NO. 20:

All Documents Concerning the transfer of assets to or from Coach Paterno or his Estate since January 1, 2006.

REQUEST NO. 21:

Documents sufficient to identify all investments and their monthly and annual values made by or in Coach Paterno's name or the name of his Estate since January 1, 2006.

REQUEST NO. 22:

Documents sufficient to identify all corporate entities and business partnerships in which Coach Paterno or his Estate has a partial or whole ownership or beneficial interest at any point between January 1, 2006 and the present.

REQUEST NO. 23:

All Documents Concerning the actual or contemplated sale of any goods from which Coach Paterno or his Estate had a possibility of earning money or did earn money, from January 1, 2006 to present.

REQUEST NO. 24:

All draft and final contracts or agreements that had the possibility of generating income or other money for Coach Paterno or his Estate, including, without limitation, licensing contracts and contracts for television appearances, from January 1, 2006 to present.

REQUEST NO. 25:

All Communications regarding deliberations or negotiations about, the decision to enter into, the benefits of, or the terms of, any contract or agreement produced in response to Request No. 22.

REQUEST NO. 26:

Documents sufficient to fully demonstrate the monthly and annual sales performance of all merchandise or other goods sold from which Coach Paterno or his Estate has a financial interest, including, without limitation, royalty or licensing payments from January 1, 2006 to present.

REQUEST NO. 27:

All Documents Concerning any naming rights options offered to Coach Paterno or his Estate from January 1, 2006 to present.

REQUEST NO. 28:

All non-privileged Communications between or among any of You, the Plaintiffs, and/or Coach Paterno Concerning this lawsuit, or any and all facts or circumstances related to the allegations in the Second Amended Complaint, including the Consent Decree, the Freeh Report, the reputation of any Plaintiff (including Coach Paterno), Coach Paterno's termination or departure from Penn State, Sandusky, and Rodney Erickson.

REQUEST NO. 29:

All Communications with Robert McCord, Jake Corman, or their representatives, Concerning this lawsuit, the litigation *Corman v. NCAA*, No. 1 MD 2013, or any and all facts or circumstances related to the allegations in the Second Amended Complaint, including the Consent Decree, the Freeh Report, the reputation of any Plaintiff (including Coach Paterno), Coach Paterno's termination or departure from Penn State, Sandusky, and Rodney Erickson.

REQUEST NO. 30:

All Communications with any current or former Penn State (i) football coach or player, (ii) staff member, (iii) faculty, or (iv) Penn State trustee not party to this lawsuit, Concerning this litigation, the allegations contained in the Second Amended Complaint, the Freeh Report, the Consent Decree, the Athletics Integrity Agreement, Coach Paterno, Sandusky, or Rodney Erickson.

REQUEST NO. 31:

All Communications, commentary, or other content from Facebook, Twitter, an Internet "blog," MySpace, Instagram, or any other social media source created, sent, received, forwarded,

or otherwise transmitted by You Concerning this litigation, the allegations contained in the Second Amended Complaint, the Freeh Report, the Consent Decree, the Athletics Integrity Agreement, Coach Paterno, Sandusky, the NCAA, Edward Ray, Mark Emmert, or Rodney Erickson.

REQUEST NO. 32:

All Documents provided to or received from, and all Communications with, any member or representative of a media outlet.

REQUEST NO. 33:

All text messages You sent or received Concerning this litigation, the allegations contained in the Second Amended Complaint, the Freeh Report, the Consent Decree, the Athletics Integrity Agreement, Sandusky, the NCAA, Edward Ray, Mark Emmert, or Rodney Erickson.

REQUEST NO. 34:

Every public statement You made about the Consent Decree, the Freeh Report, the NCAA, or this litigation.

REQUEST NO. 35:

All Documents that You believe support, confirm, rebut, or contradict any fact or conclusion in the Second Amended Complaint, including all Documents referred to or relied upon in the Second Amended Complaint.

CERTIFICATE OF SERVICE

I, Thomas W. Scott, hereby certify that I am serving *The NCAA's Notice of Intent to Serve*

a Subpoena to George Scott Paterno on the following by First Class Mail and email:

Thomas J. Weber
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4250 Crums Mill Road, Suite 301
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Telephone: (717) 234-4161
Email: tjw@goldbergkatzman.com

Wick Sollers
Mark A. Jensen
Ashley C. Parrish
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Bellefonte, PA 16823-0179
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Email: jgreen@lmgrlaw.com

*Counsel for The Pennsylvania State
University*

Date: May 6, 2015



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Everett C. Johnson, Jr. (admitted *Pro Hac Vice*,
DC No. 358446)

Brian E. Kowalski (admitted *Pro Hac Vice*, DC
No. 500064)

Sarah M. Gragert (admitted *Pro Hac Vice*, DC
No. 977097)

LATHAM & WATKINS LLP

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Washington, DC 20004-1304

Telephone: (202) 637-2200

Email: Everett.Johnson@lw.com

Brian.Kowalski@lw.com

Sarah.Gragert@lw.com

*Counsel for Defendants the NCAA, Dr. Emmert,
and Dr. Ray*

Exhibit F

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTRE

GEORGE SCOTT PATERNO ET AL.

VS

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION ET AL.

File No. 2013-2082

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS
FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: MARY KAY PATERNO-HORT

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the court to produce the following documents or things: See Exhibit A, attached.

at Killian & Gephart, LLP, 218 Pine St., PO Box 886, Harrisburg, PA 17108-0886

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Thomas W. Scott

ADDRESS: 218 Pine St., PO Box 886

Harrisburg, PA 17108-0886

TELEPHONE: (717) 232-1851

SUPREME COURT ID #15681

ATTORNEY FOR: National Collegiate Athletic Association

DATE: _____

Seal of the Court

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA

The ESTATE of JOSEPH PATERNO, et al.,)	
Plaintiffs,)	
v.)	
NATIONAL COLLEGIATE ATHLETIC ASSOCIATION	)	Civil Division
("NCAA"), et al.,)	
Defendants,	)	Docket No. 2013-
	)	2082
and)	
PENNSYLVANIA STATE UNIVERSITY,)	
Nominal Defendant.)	

TO: MARY KAY PATERNO-HORT

You are required to complete the following Certificate of Compliance with producing documents or things pursuant to the Subpoena. Send the documents or things, along with this Certificate of Compliance (with your original signature), to the person at whose request the subpoena was issued (see address on the reverse).

Do not send the documents or things, or the Certificate of Compliance, to the Prothonotary's Office.

**Certificate of Compliance with Subpoena to Produce Documents or Things
Pursuant to Rule 4009.23**

I, _____
certify to the best of my knowledge, information and belief that all documents or things required
to be produced pursuant to the subpoena issued on _____ have been produced.

Date: _____

(Signature of Person Served with Subpoena)

EXHIBIT A

DEFINITIONS

1. "You," "your," and "yours" shall mean Mary Kay Paterno-Hort, and all other persons acting on behalf of Mary Kay Paterno-Hort, including but not limited to, attorneys and their associates, investigators, agents, directors, officers, employees, representatives, and others who may have obtained information for or on behalf of Mary Kay Paterno-Hort.
2. The "NCAA" shall mean the National Collegiate Athletic Association.
3. "Defendants" shall mean the NCAA, Mark Emmert, Edward Ray, and the Pennsylvania State University.
4. "Plaintiffs" shall mean each of the individuals identified in the caption above, any representative of those individuals, and any representatives of the Estate of Joseph Paterno.
5. "All" or "any" shall mean "each and every."
6. "And" and "or" shall mean either disjunctively or conjunctively as necessary to bring within the scope of discovery request all responses that might otherwise be construed outside of its scope.
7. "Document" or "documents" is defined as broadly as possible, and is defined to include originals and copies (including all non-identical copies or photocopies) as well as all draft and final versions of, without limitation: (a) All writings of any kind (including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise), including, without limitation, correspondence, notes, statements, transcripts, books, diaries, intra-office

communications, notations of any sort of conversations or interviews; (b) All graphic representations of any kind, including, without limitation, photographs, charts, graphs, plans, drawings, videos, and recordings; and (c) All electronically generated and/or stored correspondence, memoranda, communications, data compilations, or records of any sort.

8. "Communications(s)" means any act, action, oral speech, written correspondence, contact, expression of words, thoughts, ideas or transmission or exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, or any other process, electric, electronic or otherwise.
9. "Concerning" shall mean, without limitation, comprising, containing, embodying, referring to, relating to, regarding, alluding to, responding to, in connection with, commenting on, in response to, about, announcing, explaining, discussing, showing, describing, studying, supporting, reflecting, analyzing, or constituting.
10. "Person" shall mean any natural person or any business, legal or governmental entity, or association.
11. "Penn State" shall refer to employees, administrators, and personnel of The Pennsylvania State University, as well as any attorney, assignee, agent, representative, or any other person acting, authorized to act, or purporting to act on behalf of Penn State.
12. "Sandusky" shall mean former Penn State assistant football coach, Gerald Sandusky.
13. "Coach Paterno" shall refer to Joseph Paterno, the decedent represented in this Action by George Scott Paterno, and Joseph Paterno's Estate.

14. "FSS" shall mean the firm of Freeh, Sporkin & Sullivan LLP.
15. The "Freeh Report" shall mean the July 12, 2012 Report of the Special Investigative Counsel Regarding the Actions of The Pennsylvania State University Related to the Child Sexual Abuse Committed by Gerald A. Sandusky, prepared by FSS.
16. The "Consent Decree" shall mean the July 23, 2012 Binding Consent Decree Imposed by the National Collegiate Athletic Association and Accepted by The Pennsylvania State University.

INSTRUCTIONS

1. In accordance with the Pennsylvania Rules of Civil Procedure, in producing the requested Documents, furnish all Documents in Your actual or constructive possession, custody, or control including, without limitation, those Documents in the custody of any advisors, attorneys, investigators, agents, associates, representatives, and other person(s) or entities acting or purporting to act on Your behalf.
2. Documents shall be produced in the manner in which they are maintained in the ordinary course of business or shall be organized and labeled with a designation of the request for production to which they respond and produced along with any file folders or other bindings in which such Documents were found.
3. These Requests shall be deemed to be continuing in nature. If at any time additional responsive Documents come into Your possession, custody or control, then the responses to these Requests shall be promptly supplemented.
4. Any Document or portion of any Document withheld from production based on a claim of privilege shall be identified by (1) the type of Document, (2) the general subject matter of the Document, (3) the date of the Document, and (4) such other information

as is sufficient to identify the Document including the author of the Document, the addressee(s) and any copyee(s) or other recipients of the Document, and, where not apparent, the relationship of the author and addressee(s) and copyee(s) to each other. The nature of each claim of privilege shall be set forth.

- a. Notwithstanding the assertion of any objection, any requested Document that contains non-objectionable information responsive to this Request should be produced, but that portion of the Document for which the objection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.
5. Except as otherwise noted, this Request seeks the production of Documents created, used, sent or received during the period from January 1, 2011 through present.
6. Any request for "Communications" shall be construed to include written or tangible Communications, as well as Documents referencing or reflecting oral or person-to-person Communications.
7. Pursuant to Pennsylvania Rules of Civil Procedure No. 4009.21, 4009.23, and 4009.24, You must fully respond to each Request. Objections to any part of these requests shall be stated in full with a brief statement setting forth the grounds for such objections.
8. The fact that another witness or that a party produces a Document or the availability or production of similar or identical Documents from another source does not relieve You of Your obligation to produce Your copy of the same Document, even if the two Documents are identical. However, You do not need to produce materials produced in this litigation by George Scott Paterno, in his capacity as representative of the Estate of Joseph Paterno.

9. Any Document that cannot be produced in full shall be produced to the fullest extent possible.
10. Each paragraph, subparagraph, clause and word herein should be construed independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.
11. Except as specifically provided herein, words imparting the singular shall include the plural and vice versa, where appropriate.

REQUESTS FOR PRODUCTION

REQUEST NO. 1:

All Communications Concerning the value of Coach Paterno's assets, financial net worth, or the financial net worth of Coach Paterno's Estate.

REQUEST NO. 2:

Documents sufficient to identify all sources of income, revenue or other money earned by Coach Paterno or the Estate from January 1, 2006 to present.

REQUEST NO. 3:

Coach Paterno's pay-stubs, federal and state income tax returns, and any statement or record of other income received from 2006 to the present.

REQUEST NO. 4:

All Documents Concerning the transfer of assets to or from Coach Paterno or his Estate since January 1, 2006.

REQUEST NO. 5:

Documents sufficient to identify all investments and their monthly and annual values made by or in Coach Paterno's name or the name of his Estate since January 1, 2006.

REQUEST NO. 6:

Documents sufficient to identify all corporate entities and business partnerships in which Coach Paterno or his Estate has a partial or whole ownership or beneficial interest at any point between January 1, 2006 and the present.

REQUEST NO. 7:

All Documents Concerning the actual or contemplated sale of any goods from which Coach Paterno or his Estate had a possibility of earning money or did earn money, from January 1, 2006 to present.

REQUEST NO. 8:

All draft and final contracts or agreements that had the possibility of generating income or other money for Coach Paterno or his Estate, including, without limitation, licensing contracts, royalty agreements, and contracts for television appearances, from January 1, 2006 to present.

REQUEST NO. 9:

All Communications Concerning any contract or agreement produced in response to Request No. 11, including, without limitation, deliberations or negotiations about, the decision to enter into, the benefits of, or the terms of such contracts or agreements.

REQUEST NO. 10:

Documents sufficient to fully demonstrate the monthly and annual sales performance of all merchandise or other goods sold from which Coach Paterno or his Estate has a financial interest, including, without limitation, royalty or licensing payments from January 1, 2006 to present.

REQUEST NO. 11:

All Documents Concerning any naming rights options offered to Coach Paterno or his Estate from January 1, 2006 to present.

REQUEST NO. 12:

All Communications with Maureen Riedel or any other current or former employee of Penn State University regarding Coach Paterno or licensing.

REQUEST NO. 13:

All Documents Concerning D, J, & G Inc. or JVP Properties, LP.

REQUEST NO. 14:

All Documents Concerning the Paterno Program. *See, e.g.,* JVPE_NCAA_0000001 attached as Exhibit B.

REQUEST NO. 15:

All Documents Concerning, or Communications with, the Collegiate Licensing Company.

REQUEST NO. 16:

All email and correspondence sent or received on behalf of Coach Paterno.

REQUEST NO. 17:

All Documents Concerning any books or articles contemplated, drafted, or published by Coach Paterno, his Estate, or any other member of the Paterno family, including You.

REQUEST NO. 18:

Invitations, contracts, agendas, speeches, awards, or information about payment received for any event in which You, Coach Paterno, or any other member of the Paterno family was invited to speak or attend as a celebrity guest or honoree from 2008 to present.

REQUEST NO. 19:

All Communications Concerning negotiations or discussions with Penn State regarding Coach Paterno's salary, employment benefits, title, job responsibilities, or contract from January 1, 2006 to present.

REQUEST NO. 20:

Any other Documents Concerning the claim of financial or pecuniary loss from January 1, 2006 to the present brought on behalf of the Estate of Coach Paterno.

REQUEST NO. 21:

All Documents Concerning the damages the Estate of Coach Paterno is seeking in this action from the Defendants, including, without limitation, all Documents Concerning the Estate of Coach Paterno's claims for "substantial injuries, economic loss, opportunity loss, reputational damage, emotional distress, and other damages."

REQUEST NO. 22:

All Documents Concerning the Freeh Report.

REQUEST NO. 23:

All Documents Concerning, and Communications with, Louis Freeh, FSS, Pepper Hamilton LLP, or FSS' current or former principals, representatives and/or employees.

REQUEST NO. 24:

All Documents Concerning the Consent Decree.

REQUEST NO. 25:

All Documents from January 1, 1996 to present Concerning Sandusky's retirement, interaction or involvement with children, sexual abuse, and/or Penn State privileges and benefits.

REQUEST NO. 26:

From January 1, 2000 to present, All Documents Concerning Sandusky or The Second Mile.

EXHIBIT B

OK 8/5/08

August 4, 2008

Dear Paterno Program Licensee:

We are updating our systems and would like to gather your most current contact information. Please complete the following information at your earliest convenience and return to the above address.

Primary Contact:
Secondary Contact
Address:
Email:
Phone:
Fax:
Web Address:

In addition, please submit a finished sample of your Paterno products that you are currently producing to our office by September 15, 2008 for our review. If you are no longer manufacturing Paterno Program items, please send us written confirmation by September 15, 2008.

If you have any questions, please contact me directly. Thank you in advance.

Sincerely,

Maureen E. Riedel
Director, Trademark Licensing

/rs

Cc: Coach Paterno

CERTIFICATE OF SERVICE

I, Robert J. Daniels, hereby certify that I am serving *NCAA's Notice of Intent to Serve a*

Subpoena to Mary Kay Paterno-Hort on the following by First Class Mail and email:

Thomas J. Weber, Esquire
GOLDBERG KATZMAN, P.C.
4250 Crums Mill Road, Suite 301
P.O. Box 6991
Harrisburg, PA 17112
Telephone: (717) 234-4161
Email: tjw@goldbergkatzman.com

Wick Sollers, Esquire
L. Joseph Loveland, Esquire
Mark A. Jensen, Esquire
Patricia L. Maher, Esquire
Ashley C. Parrish, Esquire
KING & SPALDING LLP
1700 Pennsylvania Avenue, NW
Washington, DC 20006
Telephone: (202) 737-0500
Email: wsollers@kslaw.com
jloveland@kslaw.com
mjensen@kslaw.com
pmaher@kslaw.com
aparrish@kslaw.com

Counsel for Plaintiffs

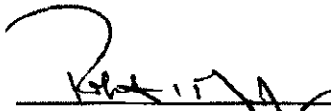
Daniel I. Booker, Esquire
Jack B. Cobetto, Esquire
Donna M. Doblick, Esquire
William J. Sheridan, Esquire
REED SMITH LLP
Reed Smith Centre
225 Fifth Avenue, Suite 1200
Pittsburgh, PA 15222
Telephone: (412) 288-3131
Email: dbooker@reedsmith.com
[jacobetto@reedsmith.com](mailto:jcobetto@reedsmith.com)
ddoblick@reedsmith.com
wsheridan@reedsmith.com

Michael T. Scott, Esquire
REED SMITH LLP
Three Logan Square
Suite 3100
1717 Arch Street
Philadelphia, PA 19103
Telephone: (215) 851-8100
Email: mscott@reedsmith.com

Joseph P. Green, Esquire
LEE, GREEN & REITER, INC.
115 East High Street
P.O. Box 179
Bellefonte, PA 16823-0179
Telephone: (814) 355-4769
Email: jgreen@lmgrlaw.com

*Counsel for The Pennsylvania State
University*

Date: May 12, 2015



Robert J. Daniels (No. 83376)
KILLIAN & GEPHART, LLP
218 Pine Street
P.O. Box 886
Harrisburg, PA 17108-0886
Telephone: (717) 232-1851
Email: tscott@killiangephart.com

Everett C. Johnson, Jr. (admitted *Pro Hac Vice*,
DC No. 358446)

Brian E. Kowalski (admitted *Pro Hac Vice*, DC
No. 500064)

Sarah M. Gragert (admitted *Pro Hac Vice*, DC
No. 977097)

LATHAM & WATKINS LLP
555 Eleventh Street NW
Suite 1000

Washington, DC 20004-1304

Telephone: (202) 637-2200

Email: Everett.Johnson@lw.com

Brian.Kowalski@lw.com

Sarah.Gragert@lw.com

*Counsel for Defendants the NCAA, Dr. Emmert,
and Dr. Ray*

Exhibit G

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA

ESTATE of JOSEPH PATERNO, et al.,)	
)	
Plaintiffs,	)	Civil Division
)	
v.)	
	)	Docket No. 2013-
	)	2082
NATIONAL COLLEGIATE ATHLETIC ASSOCIATION, et al.,)	
)	
Defendants.)	

TO: DIANA PATERNO

You are required to complete the following Certificate of Compliance with producing documents or things pursuant to the Subpoena. Send the documents or things, along with this Certificate of Compliance (with your original signature), to the person at whose request the subpoena was issued (see address on the reverse).

Do not send the documents or things, or the Certificate of Compliance, to the Prothonotary's Office.

**Certificate of Compliance with Subpoena to Produce Documents or Things
Pursuant to Rule 4009.23**

I, _____

certify to the best of my knowledge, information and belief that all documents or things required to be produced pursuant to the subpoena issued on _____ have been produced.

Date: _____

(Signature of Person Served with Subpoena)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTRE

ESTATE OF JOSEPH PATERNO, EL AL

VS

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION (NCAA), ET AL

File No. 2013-2082

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS
FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: DIANA PATERNO

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the court to produce the following documents or things: See Exhibit A, attached.

at Killian & Gephart, LLP, 218 Pine Street, P.O. Box 886, Harrisburg, PA 17108-0886

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Thomas W. Scott, Esquire

ADDRESS: Killian & Gephart, LLP
218 Pine Street, P.O. Box 886
Harrisburg, PA 17108-0886

TELEPHONE: (717) 232-1851

SUPREME COURT ID # 15681

ATTORNEY FOR: National Collegiate Athletic Association

BY THE COURT:



Prothonotary/Clerk, Civil Division

DATE: _____
Seal of the Court

Deputy

EXHIBIT A

DEFINITIONS

1. “You,” “your,” and “yours” shall mean Diana Paterno, and all other persons acting on behalf of Diana Paterno, including but not limited to, attorneys and their associates, investigators, agents, directors, officers, employees, representatives, and others who may have obtained information for or on behalf of Diana Paterno.

2. The “NCAA” shall mean the National Collegiate Athletic Association.

3. “Defendants” shall mean the NCAA, Mark Emmert, and Edward Ray.

4. “Plaintiffs” shall mean each of the individuals identified in the caption of this matter, any representative of those individuals, and any representatives of the Estate of Joseph Paterno.

5. “All” or “any” shall mean “each and every.”

6. “And” and “or” shall mean either disjunctively or conjunctively as necessary to bring within the scope of discovery request all responses that might otherwise be construed outside of its scope.

7. “Document” or “documents” is defined as broadly as possible, and is defined to include originals and copies (including all non-identical copies or photocopies) as well as all draft and final versions of, without limitation: (a) All writings of any kind (including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise), including, without limitation, correspondence, notes, statements, transcripts, books, diaries, intra-office communications, notations of any sort of conversations or interviews; (b) All graphic representations of any kind, including, without limitation, photographs, charts, graphs, plans, drawings, videos, and recordings; and (c) All electronically generated and/or stored correspondence, memoranda, communications, data compilations, or

records of any sort.

8. “Communications(s)” means any act, action, oral speech, written correspondence, contact, expression of words, thoughts, ideas or transmission or exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, or any other process, electric, electronic or otherwise.

9. “Concerning” shall mean, without limitation, comprising, containing, embodying, referring to, relating to, regarding, alluding to, responding to, in connection with, commenting on, in response to, about, announcing, explaining, discussing, showing, describing, studying, supporting, reflecting, analyzing, or constituting.

10. “Person” shall mean any natural person or any business, legal or governmental entity, or association.

11. “Sandusky” shall mean former Pennsylvania State University assistant football coach, Gerald Sandusky.

12. “Coach Paterno” shall refer to Joseph Paterno, the decedent represented in this Action by George Scott Paterno, and Joseph Paterno’s Estate.

13. “FSS” shall mean the firm of Freeh, Sporkin & Sullivan LLP.

14. The “Freeh Report” shall mean the July 12, 2012 Report of the Special Investigative Counsel Regarding the Actions of The Pennsylvania State University Related to the Child Sexual Abuse Committed by Gerald A. Sandusky, prepared by FSS.

15. The “Consent Decree” shall mean the July 23, 2012 Binding Consent Decree Imposed by the National Collegiate Athletic Association and Accepted by The Pennsylvania State University.

16. “SMA” shall mean Strategic Marketing Affiliates, Inc., a corporation formerly

based in Indianapolis, Indiana, and all affiliates, subsidiaries, successors, or otherwise related business entities

17. "Learfield" shall mean Learfield Communications, Inc., a corporation headquartered in Jefferson City, Missouri, and all affiliates, subsidiaries, or otherwise related business entities, including, but not limited to, Learfield Sports and Learfield Licensing Partners.

18. "Nike" shall mean Nike, Inc., a corporation headquartered in Beaverton, Oregon, and all affiliates, subsidiaries, or otherwise related business entities.

INSTRUCTIONS

1. In accordance with the Pennsylvania Rules of Civil Procedure, in producing the requested Documents, furnish all Documents in Your actual or constructive possession, custody, or control including, without limitation, those Documents in the custody of any advisors, attorneys, investigators, agents, associates, representatives, and other person(s) or entities acting or purporting to act on Your behalf.

2. Documents shall be produced in the manner in which they are maintained in the ordinary course of business or shall be organized and labeled with a designation of the request for production to which they respond and produced along with any file folders or other bindings in which such Documents were found.

3. These Requests shall be deemed to be continuing in nature. If at any time additional responsive Documents come into Your possession, custody or control, then the responses to these Requests shall be promptly supplemented.

4. Any Document or portion of any Document withheld from production based on a claim of privilege shall be identified by (1) the type of Document, (2) the general subject matter of the Document, (3) the date of the Document, and (4) such other information as is sufficient to

identify the Document including the author of the Document, the addressee(e) and any copyee(s) or other recipients of the Document, and, where not apparent, the relationship of the author and addressee(s) and copyee(s) to each other. The nature of each claim of privilege shall be set forth.

a. Notwithstanding the assertion of any objection, any requested Document that contains non-objectionable information responsive to this Request should be produced, but that portion of the Document for which the objection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.

5. Except as otherwise noted, this Request seeks the production of Documents created, used, sent or received during the period from January 1, 2011 through present.

6. Any request for "Communications" shall be construed to include written or tangible Communications, as well as Documents referencing or reflecting oral or person-to-person Communications.

7. Pursuant to Pennsylvania Rules of Civil Procedure No. 4009.21, 4009.23, and 4009.24, You must fully respond to each Request. Objections to any part of these requests shall be stated in full with a brief statement setting forth the grounds for such objections.

8. The fact that another witness or that a party produces a Document or the availability or production of similar or identical Documents from another source does not relieve You of Your obligation to produce Your copy of the same Document, even if the two Documents are identical. However, You do not need to produce materials produced in this litigation by the Estate of Joseph Paterno.

9. Any Document that cannot be produced in full shall be produced to the fullest extent possible.

10. Each paragraph, subparagraph, clause and word herein should be construed

independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.

11. Except as specifically provided herein, words imparting the singular shall include the plural and vice versa, where appropriate.

REQUESTS FOR PRODUCTION

REQUEST NO. 1:

All Documents and Communications Concerning actual, potential, or contemplated business partnerships, ventures, agreements, arrangements, or other efforts to monetize, market, or promote Coach Paterno or his name, image, and likeness from January 1, 2006 to present.

RESPONSE:

REQUEST NO. 2:

All draft and final contracts or agreements that had the possibility of generating income or other money for Coach Paterno or his Estate, including, without limitation, licensing contracts and contracts for television appearances, from January 1, 2006 to present.

RESPONSE:

REQUEST NO. 3:

All Communications regarding deliberations or negotiations about, the decision to enter into, the benefits of, or the terms of, any contract or agreement produced in response to Request No. 4.

RESPONSE:

REQUEST NO. 4:

All Documents Concerning or Communications with SMA, Learfield, or any employee or other representative of SMA or Learfield.

RESPONSE:

REQUEST NO. 5:

All Documents Concerning or Communications with Nike or any employee or other representative of Nike since January 1, 2006.

RESPONSE:

REQUEST NO. 6:

All Documents or Communications Concerning the value of Coach Paterno's assets or financial net worth, or the financial net worth of Coach Paterno's Estate.

RESPONSE:

REQUEST NO. 7:

All Documents Concerning or mentioning D, J, & G Inc. or JVP Properties, LP.

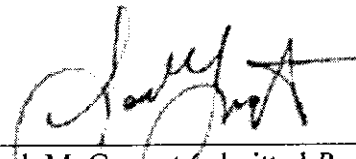
RESPONSE:

REQUEST NO. 8:

All Documents Concerning this litigation, the allegations contained in the Second Amended Complaint, the Freeh Report, FSS, the Consent Decree, the Athletics Integrity Agreement, the NCAA, Coach Paterno's reputation, the reputation of the Paterno name, Sandusky, the Second Mile, the Sandusky grand jury investigation or Presentment, any Person's reaction to the Sandusky scandal (including the media), Graham Spanier, Tim Curley, or Gary Schultz.

RESPONSE:

Date: February 8, 2016



Sarah M. Gragert (admitted *Pro Hac Vice*, DC
No. 977097)

Brian E. Kowalski (admitted *Pro Hac Vice*, DC
No. 500064)

Everett C. Johnson, Jr. (admitted *Pro Hac Vice*,
DC No. 358446)

LATHAM & WATKINS LLP

555 Eleventh Street NW

Suite 1000

Washington, DC 20004-1304

Telephone: (202) 637-2200

Email: Brian.Kowalski@lw.com

Everett.Johnson@lw.com

Sarah.Gragert@lw.com

Thomas W. Scott (No. 15681)

KILLIAN & GEPHART, LLP

218 Pine Street

P.O. Box 886

Harrisburg, PA 17108-0886

Telephone: (717) 232-1851

Email: tscott@killiangephart.com

Counsel for Defendants

CERTIFICATE OF SERVICE

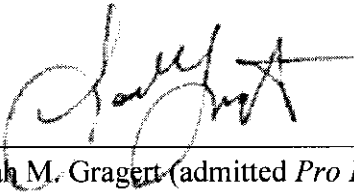
I, Sarah M. Gragert, hereby certify that I am serving the foregoing *Notice of Intent to*

Serve a Subpoena to Diana Paterno by First Class Mail and email on the following:

Thomas J. Weber, Esquire
GOLDBERG KATZMAN, P.C.
4250 Crums Mill Road, Suite 301
P.O. Box 6991
Harrisburg, PA 17112
Telephone: (717) 234-4161
Email: tjw@goldbergkatzman.com

Wick Sollers, Esquire
L. Joseph Loveland, Esquire
Mark A. Jensen, Esquire
Patricia L. Maher, Esquire
Ashley C. Parrish, Esquire
KING & SPALDING LLP
1700 Pennsylvania Avenue, NW
Washington, DC 20006
Telephone: (202) 737-0500
Email: wsollers@kslaw.com
jloveland@kslaw.com
mjensen@kslaw.com
pmaher@kslaw.com
aparrish@kslaw.com

Counsel for Plaintiffs



Sarah M. Gragert (admitted *Pro Hac Vice*, DC No.
977097)

LATHAM & WATKINS LLP
555 Eleventh Street NW
Suite 1000
Washington, DC 20004-1304
Telephone: (202) 637-2200
Email: Sarah.gragert@lw.com

Counsel for Defendants

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA

The ESTATE of JOSEPH PATERNO, et al	:	CIVIL ACTION – LAW
	:	
Plaintiffs	:	DOCKET NO.: 2013-2082
	:	
v.	:	
	:	
NATIONAL COLLEGIATE ATHLETIC	:	
ASSOCIATION (“NCAA”), et al.	:	
	:	
Defendants	:	

WAIVER

A Notice of Intent to serve a subpoena on Diana Paterno, with a copy of the subpoena attached thereto, was emailed and mailed to Plaintiffs on February 8, 2016 and **Plaintiffs have waived the twenty-day waiting period.**

By: _____
Patricia L. Maher, Esquire
Wick Sollers, Esquire
L. Joseph Loveland, Esquire
Mark A. Jensen, Esquire
Ashley C. Parrish, Esquire
KING & SPALDING LLP
1700 Pennsylvania Avenue, NW
Washington, DC 20006

Dated: _____

Exhibit H

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA

ESTATE of JOSEPH PATERNO, et al.,

Plaintiffs,

v.

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION, et al.,

Defendants.

Civil Division

Docket No. 2013-
2082

TO: BLUE LINE 409 LLC

You are required to complete the following Certificate of Compliance with producing documents or things pursuant to the Subpoena. Send the documents or things, along with this Certificate of Compliance (with your original signature), to the person at whose request the subpoena was issued (see address on the reverse).

**Do not send the documents or things, or the Certificate of Compliance, to the
Prothonotary's Office.**

**Certificate of Compliance with Subpoena to Produce Documents or Things
Pursuant to Rule 4009.23**

I, _____

certify to the best of my knowledge, information and belief that all documents or things required
to be produced pursuant to the subpoena issued on _____ have been produced.

Date: _____

(Signature of Person Served with Subpoena)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTRE

ESTATE OF JOSEPH PATERNO, ET AL.

VS

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION (NCAA), ET AL

File No. 2013-2082

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS
FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: BLUE LINE 409 LLC, 305 Holly Ridge Drive, State College, PA 16801
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the court to produce the following documents or things: See Exhibit A, attached.

at Killian & Gephart, LLP, 218 Pine Street, P.O. Box 886, Harrisburg, PA 17108-0886
(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Thomas W. Scott, Esquire
Killian & Gephart, LLP
ADDRESS: 218 Pine Street, PO Box 886
Harrisburg, PA 17108-0886

TELEPHONE: (717) 232-1851

SUPREME COURT ID # 15681

ATTORNEY FOR: National Collegiate Athletic Association

BY THE COURT:



Prothonotary/Clerk, Civil Division

DATE: _____
Seal of the Court

Deputy

EXHIBIT A

DEFINITIONS

1. "You," "your," and "yours" shall refer to Blue Line 409 LLC, and all other persons acting on behalf of Blue Line 409 LLC, including but not limited to, attorneys and their associates, investigators, agents, directors, officers, employees, representatives, and others who may have obtained information for or on behalf of Blue Line 409 LLC.
2. "Plaintiffs" shall mean each of the individuals identified in the caption above, including Jay Paterno and William Kenney, any representative of those individuals, and any representatives of the Estate and Family of Joseph Paterno.
3. "All" or "any" shall mean "each and every."
4. "And" and "or" shall mean either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed outside of its scope.
5. "Document" or "documents" is defined as broadly as possible, and is defined to include originals and copies (including all non-identical copies or photocopies) as well as all draft and final versions of, without limitation: (a) All writings of any kind (including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise), including, without limitation, correspondence, notes, statements, transcripts, books, diaries, intra-office communications, notations of any sort of conversations or interviews; (b) All graphic representations of any kind, including, without limitation, photographs, charts,

graphs, plans, drawings, videos, and recordings; and (c) All electronically generated and/or stored correspondence, memoranda, communications, data compilations, or records of any sort.

6. "Communication(s)" means any act, action, oral speech, written correspondence, contact, expression of words, thoughts, ideas or transmission or exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, or any other process, electric, electronic or otherwise.
7. "Concerning" shall mean, without limitation, comprising, containing, embodying, referring to, relating to, regarding, alluding to, responding to, in connection with, commenting on, in response to, about, announcing, explaining, discussing, showing, describing, studying, supporting, reflecting, analyzing, or constituting.
8. "Person" shall mean any natural person or any business, legal or governmental entity, or association.
9. The "NCAA" shall mean the National Collegiate Athletic Association.
10. "Defendants" shall mean the NCAA, Mark Emmert, Edward Ray, and the Pennsylvania State University.
11. "Penn State" shall mean The Pennsylvania State University.
12. The "Paterno Family" shall refer to the family of Joseph Paterno, the decedent represented in this Action by George Scott Paterno, including but not limited to Joseph V. Paterno, Sue Paterno, George Scott Paterno, Joseph V. ("Jay") Paterno, Jr., David Paterno, Diana Lynne Paterno-Giegerich, and Mary Kay Paterno Hort.
13. "FSS" shall mean the firm of Freeh, Sporkin & Sullivan LLP.

14. "Jay Paterno" shall mean Joseph V. ("Jay") Paterno, Jr.
15. "Coach Paterno" shall mean the late former Penn State head football coach, Joseph Paterno.
16. "Sandusky" shall mean former Penn State assistant football coach, Gerald Sandusky.
17. The "Freeh Report" shall mean the July 12, 2012 Report of the Special Investigative Counsel Regarding the Actions of The Pennsylvania State University Related to the Child Sexual Abuse Committed by Gerald A. Sandusky, prepared by FSS.
18. The "Consent Decree" shall mean the July 23, 2012 Binding Consent Decree Imposed by the National Collegiate Athletic Association and Accepted by The Pennsylvania State University.
19. The "Athletics Integrity Agreement" shall mean the August 2012 Athletics Integrity Agreement Between the National Collegiate Athletic Association and the Big Ten Conference, and the Pennsylvania State University.
20. "Second Amended Complaint" shall mean the Second Amended Complaint filed in the above-captioned matter on October 13, 2014.

INSTRUCTIONS

1. In accordance with the Pennsylvania Rules of Civil Procedure, in producing the requested Documents, furnish all Documents in Your actual or constructive possession, custody, or control including, without limitation, those Documents in the custody of any advisors, attorneys, investigators, agents, associates, representatives, and other person(s) or entities acting or purporting to act on Your behalf.
2. Documents shall be produced in the manner in which they are maintained in the ordinary course of business or shall be organized and labeled with a designation of the

request for production to which they respond and produced along with any file folders or other bindings in which such Documents were found.

3. These Requests shall be deemed to be continuing in nature. If at any time additional responsive Documents come into Your possession, custody or control, then the responses to these Requests shall be promptly supplemented.
4. Any Document or portion of any Document withheld from production based on a claim of privilege shall be identified by (1) the type of Document, (2) the general subject matter of the Document, (3) the date of the Document, and (4) such other information as is sufficient to identify the Document including the author of the Document, the addressee(s) and any copyee(s) or other recipients of the Document, and, where not apparent, the relationship of the author and addressee(s) and copyee(s) to each other. The nature of each claim of privilege shall be set forth.
 - a. Notwithstanding the assertion of any objection, any requested Document that contains non-objectionable information responsive to this Request should be produced, but that portion of the Document for which the objection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.
5. Any request for "Communications" shall be construed to include written or tangible Communications, as well as Documents referencing or reflecting oral or person-to-person Communications.
6. The fact that another witness or that a party produces a Document or the availability or production of similar or identical Documents from another source does not relieve You of Your obligation to produce Your copy of the same Document, even if the two

Documents are identical.

7. Any Document that cannot be produced in full shall be produced to the fullest extent possible.
8. Each paragraph, subparagraph, clause and word herein should be construed independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.
9. Except as specifically provided herein, words imparting the singular shall include the plural and vice versa, where appropriate.

REQUESTS FOR PRODUCTION

REQUEST NO. 1:

Your articles of incorporation, certificates of formation, charters, bylaws, operating agreements and other such corporate formation Documents.

REQUEST NO. 2:

Documents sufficient to identify all persons and/or entities having an ownership interest or other financial interest in Your assets or income.

REQUEST NO. 3:

Your financial statements, federal and state income tax returns, and any other statement or record of income You received from January 1, 2006 to the present.

REQUEST NO. 4:

All Documents and Communications Concerning actual or potential business ventures, opportunities, or partnerships.

REQUEST NO. 5:

All Documents and Communications Concerning the actual or contemplated sale of any goods or services from which You, Jay Paterno, Coach Paterno, or Coach Paterno's Estate had a possibility of earning revenue, from January 1, 2006 to present.

REQUEST NO. 6:

All draft and final contracts or agreements that had the possibility of generating revenue or other money for You, Jay Paterno, Coach Paterno, or Coach Paterno's Estate, including, without limitation, licensing contracts and contracts for television appearances, speaking engagements, real estate sales, marketing services, consulting services, or public relations services, from January 1, 2006 to present.

REQUEST NO. 7:

All Communications Concerning deliberations or negotiations about, the decision to enter into, the benefits of, or the terms of, any contract or agreement produced in response to Request No. 6.

REQUEST NO. 8:

Documents sufficient to fully demonstrate the monthly and annual sales performance of all merchandise or other goods or services sold in which You, Jay Paterno, Coach Paterno, or Coach Paterno's Estate has a financial interest, including, without limitation, royalty or licensing payments, from January 1, 2006 to present.

REQUEST NO. 9:

All Documents and Communications Concerning naming rights options offered to Jay Paterno, Coach Paterno, or Coach Paterno's Estate from January 1, 2006 to present.

REQUEST NO. 10:

All Documents and Communications Concerning "Paterno Legacy Series" beer or Duquesne Brewing Company.

REQUEST NO. 11:

All Documents and Communications discussing the reputation or popularity of, or public support for, the Paterno name, Coach Paterno, Jay Paterno, any other member of the Paterno Family, or William Kenney.

REQUEST NO. 12:

All Documents Concerning the book, *Paterno Legacy*, or any other potential or draft book, that Concern this litigation, the allegations contained in the Second Amended Complaint, the Freeh Report, FSS, the Consent Decree, the Athletics Integrity Agreement, the NCAA,

Coach Paterno's reputation, Jay Paterno's reputation, Sandusky, the Second Mile, the Sandusky grand jury investigation or Presentment, any person's reaction to the Sandusky scandal (including the media), Graham Spanier, Tim Curley, or Gary Schultz.

REQUEST NO. 13:

All non-privileged Communications between or among any of the Plaintiffs (including Jay Paterno, Coach Paterno, and George Scott Paterno) Concerning this lawsuit, or any and all facts or circumstances related to the allegations in the Second Amended Complaint, including the Consent Decree, the Freeh Report, the reputation of any Plaintiff (including Jay Paterno, Coach Paterno, and George Scott Paterno), Coach Paterno's termination or departure from Penn State, Sandusky, or Rodney Erickson.

REQUEST NO. 14:

All Documents Concerning the Consent Decree, Sandusky, the Freeh Report, the NCAA, or this litigation.

CERTIFICATE OF SERVICE

I, Thomas W. Scott, hereby certify that I am serving the foregoing *National Collegiate Athletic Association's Notice of Intent to Serve a Subpoena to Blue Line 409 LLC* by First Class


Mail and email on the following:

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Counsel for Plaintiffs

Date: October 26, 2015

A handwritten signature in black ink, appearing to read "Thomas W. Scott", written over a horizontal line.

Thomas W. Scott (No. 15681)
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Harrisburg, PA 17108-0886
Telephone: (717) 232-1851
Email: tscott@killiangephart.com

Counsel for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing PLAINTIFFS' REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF DOCUMENTS RELATED TO REPEAL OF CONSENT DECREE BY DEFENDANT NATIONAL COLLEGIATE ATHLETIC ASSOCIATION was served this 29th day of June, 2016 by first class mail and email to the following:

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