

# EXHIBIT A

## Numbers, Robert

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**From:** Barrett, Debbie  
**Sent:** Tuesday, September 06, 2011 2:51 PM  
**To:** 'lwbettis@hotmail.com'  
**Subject:** Emailing: Sirsi - First Set of Interrogatories.pdf, Sirsi - First Set of RTP.pdf  
**Attachments:** Sirsi - First Set of Interrogatories.pdf; Sirsi - First Set of RTP.pdf

Please find attached Sirsi's First Set of Interrogatories and First Set of Requests for Production of Documents. The hard copies are being forwarded to you by U.S. Mail today.

Thanks.

Deborah F. Barrett  
Legal Assistant for Pressly M. Millen, Robert T. Numbers, II, and Amanda G. Ray Womble  
Carlyle Sandridge & Rice, PLLC 150 Fayetteville St., Suite 2100 P. O. Box 831 Raleigh, NC  
27602  
Telephone: (919) 838-4105  
Facsimile: (919) 755-2150  
E-Mail: [dbarrett@wcsr.com](mailto:dbarrett@wcsr.com)

The message is ready to be sent with the following file or link attachments:

Sirsi - First Set of Interrogatories.pdf Sirsi - First Set of RTP.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
EASTERN DIVISION  
Civil Action No. 4:11-cv-00059-BO

SIRSI CORPORATION d/b/a	)	
SIRSIDYNIX,	)	
	)	
Plaintiff,	)	<b><u>SIRSI CORPORATION'S FIRST SET OF</u></b>
	)	<b><u>REQUEST FOR PRODUCTION OF</u></b>
v.	)	<b><u>DOCUMENTS TO DEFENDANT CRAVEN-</u></b>
	)	<b><u>PAMLICO-CARTERET REGIONAL</u></b>
CRAVEN-PAMLICO-CARTERET	)	<b><u>LIBRARY SYSTEM</u></b>
REGIONAL LIBRARY SYSTEM,	)	
	)	
Defendant.	)	

Plaintiff, Sirsi Corporation, d/b/a SirsiDynix (“SirsiDynix”), serves its first set of Requests for Production of Documents on Defendant Craven-Pamlico Carteret Regional Library System (“CPC Regional”) pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure.

**DEFINITIONS**

For the purposes of these Requests for Production, the following definitions shall apply unless the context clearly indicates otherwise:

1. The term “document” is used in its customary broad sense to include, by way of illustration only and not by way of limitation, all written matter, graphic matter, computer disks or tapes, other electronic, acoustic or laser recording of information (including e-mail), of every kind or description, whether printed or reproduced by any process, or written or produced by hand, whether final or draft, original or reproduction, whether or not claimed to be privileged or otherwise excludable from discovery, over which CPC Regional has actual or constructive possession, custody or control, including but not limited to: letters, correspondence, memoranda or transcripts of telephone or personal conversations, notes, microfilm, microfiche, telegrams,

books, magazines, newspapers, advertisements, periodicals, bulletins, circulars, brochures, pamphlets, statements, notices, advertising layouts, trade letters, press releases, reports, rules, regulations, directives, teletype or telefax messages, minutes or records of meetings, interoffice communications, financial statements, ledgers, books of account, proposals, prospectuses, offers, orders, receipts, working papers, desk calendars, appointment books, diaries, routing slips, time sheets, logs, movies, tapes (or visual or audio reproductions), records, drawings, blueprints, sketches, plans, graphs, charts, photographs, shipping papers, purchase orders, phonograph records, phonorecords, data processing paper results, data printouts and computations (both in existence and stored in memory components), transcripts of oral statements or testimony, reports or summaries of interviews, reports or summaries of investigations, opinions or reports of consultants, forecasts, opinions of counsel, court papers and any and all other data compilations or information resources from which information can be obtained or translated, if necessary, through detection devices into reasonably usable form, or materials similar to any "document" as used herein. "Document" as used herein also includes the original of any document in whatever form or medium it may exist, and all copies of each such document bearing, on any sheet or side thereof, any marks, including by way of illustration only and not by way of limitation, initials, stamped indicia, any comment or notation, or any character not a part of the original text, or any reproductions thereof. This request includes all documents wherever located, and regardless of origin, including but not limited to, documents found in personal homes, safes, safety deposit boxes or the like.

2. "All documents" means every document, whether an original or copy, as above defined, known to CPC Regional and every such document which can be located or discovered by reasonably diligent efforts.

3. The term “communication” means any contact, transfer or transmittal in any form, formal or informal, at any time or place, under any circumstances, in any manner, whereby information, impressions, understandings of any nature is or are transmitted or transferred, and shall include, without limitation, any documents containing, constituting, reflecting, memorializing, referring, or relating to any such contact, transfer or transmittal.

4. The word “or” means and/or and should be read so as to encompass both constructions and call for documents to be produced responsive to both constructions.

5. “Complaint” means the Complaint in the above-captioned action.

6. “CPC Regional” means Defendant, Craven-Pamlico-Carteret Regional Library System and its agents, and all persons acting for it or on its behalf, including, where applicable, its officers, members, directors, employees, partners, corporate parent, subsidiaries or affiliates.

7. “OCLC” means OCLC Online Computer Library Center, Inc., its agents, and all persons acting for it or on its behalf, including, where applicable, its officers, members, directors, employees, partners, corporate parent, subsidiaries or affiliates.

8. “SirsiDynix” means Sirsi Corporation, d/b/a SirsiDynix, its agents, and all persons acting for it or on its behalf, including, where applicable, its officers, members, directors, employees, partners, corporate parent, subsidiaries or affiliates.

## INSTRUCTIONS

For the purposes of this Request for Production, the following instructions shall apply unless the context clearly indicates otherwise:

1. Defendant shall produce for inspection and copying all documents responsive to these requests at the offices of Plaintiff's counsel, Womble Carlyle Sandridge & Rice, PLLC, 150 Fayetteville Street, Suite 2100, Raleigh, North Carolina, 27601, within the time required by the Federal Rules of Civil Procedure. In lieu of production of documents for copying, Defendant may attach hereto exact copies of all the requested documents clearly designating each request to which each document pertains and mail them directly to counsel for Plaintiff at the address listed above.

2. These document requests are continuing in nature and require supplementation as specified in Rule 26 of the Federal Rules of Civil Procedure and the Scheduling Order entered in this action.

3. If you contend that any responsive document has been destroyed or is no longer subject to the control of the party, then state:

- a. the contents of said document;
- b. the location of any copies of said document;
- c. disposition of said document;
- d. the date of the disposition of said document;
- e. the reason for such disposition; and
- f. the name of the person who ordered or authorized such disposition.

4. If you assert a privilege against production of a requested document, state the following information for each document:

- a. The date, title, type of document and its length;
- b. The author, writer, preparer, sender and addressee(s) or copyee(s);
- c. A general description of its subject matter;
- d. The exact grounds on which the objections to production are based;
- e. The identity of all persons in addition to those identified in your response to subsection b known to you to have seen the document; and

f. The identity of the person now in possession of the document or a copy of the document.

5. If you refuse to answer a request for production on the grounds of undue burden, overbreadth, or oppressiveness, state:

- a. the approximate number and nature of all documents and things needed to be searched or reviewed in order to answer the document request;
- b. the location of such documents and things; and
- c. the cost and number of man hours required to conduct the search or review.

6. Unless otherwise indicated, the time period covered by this first request for discovery shall be the time period January 1, 2009, to the present.

## DOCUMENT REQUESTS

All documents used, referred to or relied upon in responding to Plaintiff's interrogatories.

1. All documents identified or described or requested to be identified or described in response to Plaintiff's interrogatories.

**RESPONSE:**

2. All communications between SirsiDynix and CPC Regional.

**RESPONSE:**

3. All documents that refer or relate to communications between SirsiDynix and CPC Regional.

**RESPONSE:**

4. All communications between OCLC and CPC Regional.

**RESPONSE:**

5. All documents that refer or relate to communications between OCLC and CPC Regional.

**RESPONSE:**



6. All documents that refer or relate to deliberations, discussions, analysis, or communications, decision for CPC Regional to become a pilot library for the OCLC's Web-scale Management Services.

**RESPONSE:**

7. All contracts or agreements entered into OCLC and CPC Regional.

**RESPONSE:**

8. All documents that refer or relate to contracts or agreements entered into between OCLC and CPC Regional.

**RESPONSE:**

9. All documents that refer or relate to products and/or services purchased CPC Regional purchased from OCLC.

**RESPONSE:**

10. All documents that refer or relate to the injury or injuries you claim you have suffered as a result of the allegations set out in the Answer and Counterclaim or the amount you seek to recover as a result of the injury or injuries.

**RESPONSE:**

11. All documents that refer or relate to the allegation in Paragraph 37 of the Answer and Counterclaim that “[i]n or around April 2009, SirsiDynix informed the Library that the quote would be running out in June and could not be maintained past June 2009, however if the Library signed the Master Agreement Plaintiff could hold the quote indefinitely[.]”

**RESPONSE:**

12. All documents that refer or relate to the allegation in Paragraph 38 of the Answer and Counterclaim that, “[t]he Library specifically inquired whether the three part, multipage, Master Agreement was a binding contract[.]”

**RESPONSE:**

13. All documents that refer or relate to the allegation in Paragraph 38 of the Answer and Counterclaim that SirsiDynix informed CPC Regional “that the Master Agreement was merely a document which allowed them to hold the quoted price for the Library[.]”

**RESPONSE:**

14. All documents that refer or relate to the allegation in Paragraph 39 of the Answer and Counterclaim that “[t]he Library ... informed the Plaintiff in no uncertain terms that it could not afford the Symphony software[.]”

**RESPONSE:**

15. All documents that refer or relate to the allegation in Paragraph 41 of the Complaint that “a representative of Plaintiff’s company contacted Defendant under the guise of having Defendant sign the Master Agreement in order to reserve for an indefinite period the quote price for Defendant, should they decide to purchase the Symphony product from SirsiDynix at a later date.”

**RESPONSE:**

16. All documents that refer or relate to the allegation in Paragraph 44 of the Complaint that “Plaintiff deceitfully misrepresented the Master Agreement as an agreement to indefinitely hold the quoted price, when in fact Plaintiff intended to use it as a binding contract and to hold Defendant liable for same.”

**RESPONSE:**

17. All documents that refer or relate to any review of the terms of the Master Agreement by or on behalf of CPC Regional before CPC Regional signed the Master Agreement on April 15, 2009.

**RESPONSE:**

18. All documents that refer or relate to the allegation in Paragraph 46 of the Complaint that “Plaintiff willfully, intentionally, and wrongfully misrepresented and

mischaracterized what the Agreement was to induce Defendant into signing the Master Agreement.”

**RESPONSE:**

19. All documents that refer or relate to the allegation in Paragraph 55 of the Answer and Counterclaim that “[f]rom June 2009 through December 2010 the Library was in regular contact with [SirsiDynix] about the service agreement[.]”

**RESPONSE:**

20. All documents that refer or relate to the allegation in Paragraph 61 that SirsiDynix “filed this Complaint in retaliation for Defendant signing a contract with ‘Online Computer Library Center, Inc.’”

**RESPONSE:**

21. All documents that refer or relate to CPC Regional’s allegation that SirsiDynix failed to mitigate its damages.

**RESPONSE:**

22. All documents that refer or relate to CPC Regional’s allegation that SirsiDynix’s claims are barred by the doctrine of waiver or laches.

**RESPONSE:**

23. All documents that refer or are related to “pricing servers” as stated by Jackie Beach in an article located at <http://www.librarytechnology.org/lrg-displaytext.pl?RC=15386>.

**RESPONSE:**

24. All agendas and minutes from meetings of the CPC Regional Board of Trustees.

**RESPONSE:**

25. The regional agreement establishing CPC Regional and any amendments or modifications thereto.

**RESPONSE:**

26. The current bylaws and rules of the CPC Regional Board of Trustees.

**RESPONSE:**

27. All policies adopted by the CPC Board of Trustees for the administration and operation of CPC Regional that were in effect on January 1, 2009 or were adopted subsequent to January 1, 2009.

**RESPONSE:**

28. The complete personnel file of Jackie Beach.

**RESPONSE:**

29. The complete personnel file of Vanessa Muller.

**RESPONSE:**

30. The complete personnel file of Deirdra Simmons.

**RESPONSE:**

31. The complete personnel file of Bobbie Hawkins.

**RESPONSE:**

32. All annual budgets adopted by the CPC Regional Board of Trustees that were in effect from January 1, 2009 to the present.

**RESPONSE:**

33. All annual audits provided by the CPC Regional Board of Trustees to the State Library of North Carolina covering the time period of 1/1/09 to present.

**RESPONSE:**

34. All recommendations from the CPC Regional Board of Trustees to the participating local governmental units concerning the construction and improvement of the libraries in the region.

**RESPONSE:**

35. All reports from the CPC Regional Board of Trustees to the participating local governmental units.

**RESPONSE:**

36. All documents reflecting or relating to the receipt of state and/or federal funds by CPC Regional.

**RESPONSE:**

37. All documents referring to a relating to the delegation of executive powers by the CPC Regional Board of Trustees to the regional library director of CPC Regional.

**RESPONSE:**

38. All documents relating to CPC Regional's regional library finance officer actions to ensure expenditure of funds consistent with the budget adopted by the regional library board.

**RESPONSE:**

39. All independent audits of the finances of CPC Regional covering the time period of January 1, 2009 to the present.

**RESPONSE:**

40. All documents reflecting or related to the administration and expenditure of federal, state, and local funds by CPC Regional.

**RESPONSE:**

41. All grant applications submitted by CPC Regional.

**RESPONSE:**

42. All proposed budgets for CPC Regional covering the time period of January 1, 2009 to the present.

**RESPONSE:**

43. All Budgets, forecasts, and business plans or projections of any kind.

**RESPONSE:**

44. All Capital expenditure budgets.

**RESPONSE:**



45. Copies of all insurance policies maintained by CPC Regional that provide coverage of any kind for events, occurrences, accidents, or claims made from January 1, 2009 to the present.

**RESPONSE:**

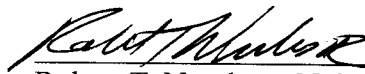
46. All correspondence between CPC Regional and Tim Rogers of NC Live.

**RESPONSE:**

47. All documents or correspondence that refer to or relate to CPC Regional's statement in its Initial Disclosures that "Defendant estimates damages of \$146,844.80" and the method used to compute this amount of damages.

**RESPONSE:**

This 6th day of September, 2011.



Robert T. Numbers, N.C. State Bar No. 34134

OF COUNSEL:

WOMBLE CARLYLE SANDRIDGE & RICE,  
*a Professional Limited Liability Company*  
150 Fayetteville Street Mall, Suite 2200  
Post Office Box 831

Raleigh, North Carolina 27602  
Telephone: (919) 755-8184  
Facsimile: (919) 755-6067  
E-Mail: pmillen@wcsr.com

**Attorneys for Plaintiff Sirsi Corporation**

**CERTIFICATE OF SERVICE**

I hereby certify that I served **SIRSI CORPORATION'S FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT CRAVEN-PAMLICO-CARTEREST REGIONAL LIBRARY SYSTEM** by email (who was also served by first-class mail):to the following recipients: Lee W. Bettis, Jr., [lwbettis@hotmail.com](mailto:lwbettis@hotmail.com).

This the 6th day of September, 2011.



Robert T. Numbers  
**Attorney for Plaintiff, Sirsi Corporation**