University of Mississippi

Response to Notice of Allegations

Case No. 00561

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INTRODUCTION

The University of Mississippi (the "University") has a duty to its faculty, students, alumni and supporters, to fellow members of the Southeastern Conference (the "SEC") and the NCAA, and to the public at large to operate its athletics programs in a manner consistent with the highest principles of intercollegiate athletics. This duty includes the obligation, whenever the University learns of potential conduct that transgresses those principles, to follow the evidence wherever it leads, regardless of whether that may result in adverse findings or potential sanctions. Simply put, the University's commitment to integrity, honesty, and fairness in all endeavors requires that it "get it right." This same spirit has guided the University's response to the 2016 and 2017 Notices of Allegations.

Consistent with its commitment to getting it right, the University has conducted an exhaustive and thoughtful examination of the evidence. Based upon that review and the high evidentiary standard prescribed by Bylaw 19.7.8.3, the University has concluded that significant violations occurred in connection with its football program over a period of years, including during this investigation. These violations, which include multiple, intentional acts of misconduct by (now former) University employees and (now disassociated) boosters, are serious. As described in this response, the University has held those responsible accountable – many in unprecedented, public ways – and has taken institutional responsibility for what has occurred. The University firmly believes its bold corrective actions will make a meaningful and permanent difference.

In taking responsibility for what has occurred, the University has self-imposed significant and appropriate penalties. To determine the appropriate measure for those penalties, the University considered the breadth and scope of the violations along with two other factors: (1) the fact that all but three of the Level I allegations (*i.e.*, Allegations Nos. 5, 20, and 21) were the result of intentional misconduct specifically intended to evade monitoring systems implemented by the University, the athletics department, and the head football coach; and (2) the University's proactive approach to compliance, including its efforts to detect and investigate potential violations, and its exemplary cooperation throughout this four-plus-year process. Based upon these factors, the proper classification for this case is Level I – Standard. The University has accordingly imposed meaningful Standard core penalties. As detailed below, these penalties include: a post-season ban,

which necessitates the loss of nearly $8,000,000 in SEC revenue; a double-digit reduction of scholarships; a more-than 10 percent reduction in off-campus evaluation days in each of two years; a nearly 20 percent reduction in official visits; a more-than three month prohibition on unofficial visits; the refusal to grant a staff member's request for a multi-year contract; the disassociation of involved boosters, including a prohibition on attending University home athletic events and a restriction on entering all athletic facilities; violation-specific rules education; and a $179,797 financial penalty. *See* Part D.3 for additional self-imposed penalties.

Yet, there are instances in which the University disagrees with the enforcement staff's interpretation of the evidence or its sufficiency. Most importantly, the University contests the allegations concerning institutional control and head coach responsibility (Allegations Nos. 20-21). The University has consistently satisfied each of the four pillars of institutional control: (1) "adequate compliance measures exist"; (2) "they are appropriately conveyed to those who need to be aware of them"; (3) "they are monitored to ensure that such measures are being followed"; and (4) "on learning of a violation, the institution takes swift action." *See* Exhibit IN-1, Division I Committee on Infractions' Principles of Institutional Control (the "Principles"). It has myriad compliance measures in place, many of which have detected or prevented violations. Those measures have been bolstered over time as a result of evolving national best practices and "hot-button" issues, self-evaluation of areas to improve, and analysis of major infraction reports from across the country. The University has also improved its compliance systems based on lessons learned during this investigation. Because an institutional control charge was not included in the 2016 Notice based upon substantially similar facts, it appears this charge rests on the increased number of allegations, which has never been – and should not be – this Committee's focus. Instead, the question before the Committee in evaluating the institutional control charge is whether the University had appropriate policies and procedures in place at the time of those violations, and if so, did the University implement and enforce those policies. Second, after careful analysis of the testimony and supporting records, the University has concluded that head football coach Hugh Freeze has met it and membership's expectations to emphasize and promote compliance and to implement strong and comprehensive monitoring.

The University has also concluded that Allegations Nos. 9, Allegation 12, 14-(e)-(g), Allegation 15 and Allegations 16-(b)-(c) either lack the sufficient level of credible and persuasive support necessary for the Committee to find a violation under the Bylaw 19.7.8.3 evidentiary standard or are contradicted by the objective and verifiable evidence. As with the institutional control and head coach responsibility allegations, the decision to contest these charges was not taken lightly. These allegations, however, rely almost exclusively on testimony from [Student-Athlete 39], a former University recruit and current [Institution 10] student-athlete, whose testimony was, at best, incomplete and inconsistent. In critical part, [Student-Athlete 39's] testimony was either contradicted or not corroborated by his friends and family and, in several instances, refuted by objective facts. Nevertheless, the enforcement staff, and thus the Notice, embrace all of [Student-Athlete 39's] accusations.[1]

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[1] In addition to [Student-Athlete 39's] inconsistencies, the lack of corroboration, and the contradictory objective evidence, the denial of these allegations is based, in part, on the lack of any timely, meaningful ability to probe [Student-Athlete 39's] story or his credibility. The University is particularly concerned that these allegations were borne of initial interviews with [Student-Athlete 39] that were conducted without notice to and/or participation by the University. *See* Exhibit IN-2, Email to Staff (October 19, 2016); Exhibit IN-3, Correspondence from University to COI (April 28, 2017). Moreover, after the University was brought into the investigation and allowed to attend [Student-Athlete 39's] second interview, [Student-Athlete 39's] counsel instructed [Student-Athlete 39] not to answer the University's line of questions, and the enforcement staff did not demand his continued cooperation. The University was not allowed to attend or even passively listen in on [Student-Athlete 39's] third interview. Further, when evidence led to the University requesting that [Institution 10] help with a limited interview of [Student-Athlete 39's] coach, [College Head Coach 1], [Institution 10] rejected the request outright. Prior to submitting this response, the University sought permission from the Committee to interview both [Student-Athlete 39] and [College Head Coach 1], but the Committee denied that relief.

As a result, although the enforcement staff acknowledged in several e-mails with [Student-Athlete 39's] counsel provided on its Box.com secure website for this case that [Student-Athlete 39] "and his credibility are central pieces in this investigation[,]" the University has never had a full and fair opportunity to probe [Student-Athlete 39's] story or his credibility. In fact, [Student-Athlete 39's] counsel matter-of-factly stated that he did not want to "subject[] [Student-Athlete 39] to cross examination type questions" in an e-mail to the staff explaining the decision to prohibit the University from participating in [Student-Athlete 39's] interviews.

Along the same lines, the one-sided nature of the [Student-Athlete 39] investigation has created real doubts as to whether the information collected and currently available to the parties has been appropriately tested. *See* Exhibit IN-4, USA TODAY article (February 8, 2017) (discussing enforcement staff's obligation to be "discerning consumer[] of information" and appropriately evaluate the information it receives). Faced with the enforcement staff's treatment of [Student-Athlete 39], in combination with his inconsistent and incomplete story, the University has followed the Committee's lead and emphasized objective sources of information and the importance of corroboration in taking positions on the allegations made by [Student-Athlete 39]. *See e.g.*, *University of Miami* (October 22, 2013) (recognizing need to seek and find "corroboration

Rather than accepting or rejecting [Student-Athlete 39's] claims wholesale, however, the University has taken each allegation and worked to sort out fact from fiction based upon the entire factual record. Some of [Student-Athlete 39's] claims are credibly and persuasively supported in the record (*i.e.*, Allegations Nos. 14-(a)-(d), 14-(h)-(i), 16-(a)). These allegations were either admitted by other involved individuals or corroborated by credible sources or objective evidence. As such, they stand in stark contrast to those allegations that the University denies. Overall, then, the [Student-Athlete 39] allegations present the Committee with the opportunity to address an important question for the enforcement staff and the NCAA membership: does an allegation of serious misconduct require corroboration beyond a general and inconsistent account of wrongdoing from a biased witness?

This is a complex case, and the University is committed to a full and open review of all the facts and its own responsibility for any violations. To that end, the University believes the evidentiary record can be fairly synthesized as follows:

A. History of the Football Case and the Post-Severance Investigation

The football case began as an extension of the women's basketball investigation the University initiated in October 2012. During that investigation, the University learned of information that suggested possible violations in its football program. After the University's initial inquiry led it to believe that violations were possible, the University promptly notified the enforcement staff. The joint investigation eventually grew to include track and field after the University's monitoring systems again flagged potential violations. After more than three years of joint investigation, the enforcement staff issued the 2016 Notice.

In April 2016, after the University responded to the 2016 Notice but before an infractions hearing could take place, the Committee procedurally severed the football allegations to allow additional investigation

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through the statements of individuals[, . . .] as well as, through supporting documentation" when faced with witness presenting "inconsistent statements and information."); *University of Alabama* (February 1, 2002) (finding biased witness credible where: (1) his testimony was against interest (faced criminal prosecution and loss of employment); (2) the information was internally consistent; (3) the information "is sufficiently corroborated by at least 10 other individuals as well as by documentary evidence; and (4) his information was found credible by his employer and a federal court).

into specific, new information relating to former student-athlete [Student-Athlete 1].[2] While the University and the enforcement staff jointly investigated the [Student-Athlete 1] issues, however, the enforcement staff, unbeknownst to the University or its counsel, re-directed the case toward [Student-Athlete 39] and three student-athletes at other universities who the University had recruited.[3] Without giving notice to the institution of this shift in the investigation (as required by Enforcement Internal Operating Procedure 1-8-2), the enforcement staff conducted four interviews without any notice to or participation by the University. When the University's outside counsel learned from another institution that one of these interviews would take place, the University requested to participate but was not allowed to do so. Within a few weeks, the enforcement staff provided some information about two of the interviews that had been conducted, but withheld the identity of the interviewees as well as the transcripts from the other two interviews for more than eight weeks. *See* Exhibit IN-2, Email from Counsel (October 19, 2016) (outlining University's concern with enforcement staff's shift in investigation). Despite telling the University that no other investigative efforts were planned, the enforcement staff also conducted a fifth interview without notice to or participation by the University. While conceding that the "investigative process works best when the enforcement staff and the involved institution . . . have a full opportunity to meaningfully participate," the enforcement staff initially explained its decision to exclude the University by claiming that there was "no advantage or reason to include the University" in this process.[4] *See* Exhibit IN-3, University Correspondence with COI (April 28, 2017).[5]

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[2] The football case was procedurally severed over the University's objection pursuant to Bylaws 19.3.8-(e) and 19.7.6. Because these Bylaws only allow the Committee chair or chief hearing officer to address procedural questions, the University should not be substantively prejudiced by their application. This includes, but is not limited to, the reframing of allegations from the 2016 Notice to support new allegations against the University in this case (*e.g.*, Allegations Nos. 20-21), as well as any other action that would deprive the University of the benefit of conduct or a mitigating factor that otherwise would have applied to the institution (*e.g.*, exemplary cooperation). *See* Exhibit IN-3, University Correspondence with COI (April 28, 2017). The University objects to all such issues as procedurally improper. *Id.*

[3] The investigation into the [Student-Athlete 1]-related issues – the basis for the severance – did not lead to any allegations.

[4] In an e-mail made available to the University through the Box.com website, the enforcement staff stated that the "investigative process works best when the enforcement staff and the involved institution . . . have a full opportunity to meaningfully participate." This e-mail was sent to encourage [Student-Athlete 39's] participation in a joint interview with the University, but the principle applies to the enforcement staff's conduct as well.

B. **Overview of the Allegations**

The allegations can be grouped into several discrete categories. The violations are not the product of wholesale, systemic failures; the issues, while significant, are limited to their specific facts.

1. The 2010 David Saunders Allegations

The David Saunders allegations, all of which date to 2010, involve academic fraud and the provision of impermissible housing and transportation. These violations occurred well before the current athletics administration (including the head football coach, compliance director, vice chancellor for intercollegiate athletics, and chancellor) arrived at the University. There are no existing eligibility issues to be resolved with respect to these charges, and the evidence demonstrates that the only current staff member referenced in the allegations, Derrick Nix, was not involved in any wrongful acts. Of note, the violations committed by Saunders and Chris Vaughn – and the subsequent unethical conduct charges relating to misconduct that occurred after Saunders and Vaughn left the University – constitute nearly one third of the Level I allegations in the Notice.

2. The Level III Allegations

The 2016 Notice included three, stand-alone Level III allegations. This Notice includes two more, meaning Level III allegations account for nearly 25 percent of the allegations brought against the University. The University reported the majority of the Level III allegations to the NCAA and/or the SEC, and the University has taken the necessary measures to enhance its existing monitoring practices and prevent the

[5] The enforcement staff believes it acted within its discretion and consistent with the membership's expectations in: (1) failing to disclose the shift in investigative focus; (2) failing to disclose the interviews of four student-athletes; and (3) excluding the University from the investigation for several months. The University strongly disagrees. As a member institution that has demonstrated its commitment to finding the truth and added value to every inquiry, the University believes the enforcement staff's decisions do not meet the membership's expectations of candor with its members and the cooperative principle. The University asks that the Committee clarify the membership's expectations in this regard. Perhaps most importantly, the University believes that the factual record was adversely impacted in an irreparable way because it was not able to provide, at the earliest stages, relevant information, insight, and data that would have impacted the information gathered from [Student-Athlete 39]. Had the University been allowed to participate in this investigation from the outset, all of the parties would be in a better position to judge the veracity of [Student-Athlete 39's] claims.

good faith mistakes that led to these violations.[6] Accordingly, except as to their impact on the individuals involved and the institutional control allegation, the University has adequately addressed all of the Level III issues in the Notice.

3. The 2012-13 Recruiting Cycle Allegations

The University and the NCAA thoroughly investigated each report claiming impropriety in connection with the University's well-publicized 2013 recruiting class. This three-plus-year investigation has led to two Level I allegations (Allegations Nos. 5 and 9-(a)), one of which is not supported by the evidence, and one Level II allegation (Allegation No. 8) from the actual recruitment of those prospects. Neither of the two acknowledged violations involved intentional misconduct by football staff; instead, both were rooted in a miscommunication or a well-reasoned belief, after making appropriate inquiries, that the conduct in question was permissible and appropriate. The University does not condone what happened in either instance and has imposed appropriate penalties and implemented corrective measures. These actions included disciplining the coaching staff members involved in both allegations – Maurice Harris and Chris Kiffin – for failing to meet the University's expectations.

4. The Barney Farrar Allegations

Based upon credible, corroborated witness testimony and other objective evidence, the University has concluded that former off-field staff member Barney Farrar committed significant violations during his recruitment of [Student-Athlete 39] (Allegations Nos. 14(a)-(d) and (h)-(i), 16(a), 17), intentionally hid this misconduct from the University's compliance staff and his head coach, and used multiple intermediaries in his scheme.[7] In doing so, Farrar acted contrary to the rules education provided to him by the University (and by other institutions throughout his decades as a Division I football staff member and coach). Farrar purposefully and actively circumvented the University's monitoring systems and disregarded his head coach's repeated directives. Farrar then follows this misconduct with incomplete and misleading testimony during his

[6] The University disputes only one of the Level III allegations: the impermissible contact charge involving [Student-Athlete 39] and head football coach Hugh Freeze (Allegation No. 12).

[7] In the absence of credible, corroborating testimony or objective support, the University contests some of the more serious allegations involving Barney Farrar (Allegations Nos. 9, 14(e)-(g), and 16(b)-(c)).

December 2016 interview. Because of his actions, Farrar's employment duties with the University ended December 8, 2016.

5. The Booster-Related Allegations

a. The [Family Member 1]/[Student-Athlete 1] Allegations

Three allegations, all of which were included in the 2016 Notice (Allegations Nos. 11, 18, and 19), were based, at least in part, on disclosures by [Family Member 1], the ex-husband of [Student-Athlete 1's] mother, after an altercation between [Family Member 1] and [Student-Athlete 1]. The resulting investigation led to the violations' discovery, including two instances where [Family Member 1] personally solicited and accepted impermissible benefits without the knowledge of [Student-Athlete 1] (or his mother). In all three instances, the University agrees that a violation occurred based upon either: (1) an admission by the involved booster; and/or (2) objective evidence that confirmed the existence of a violation. In light of the credible and persuasive evidence supporting these violations, and because the University had provided repeated and specific rules education to each involved booster as a part of its regular, ongoing rules education – including specific warnings to boosters not to provide student-athletes or their families the exact benefits at issue – the University has disassociated each responsible booster, including banning the most egregious violators from attending any campus athletics events or entering athletic facilities.

b. The [Student-Athlete 39] Allegations

The four new allegations alleging booster misconduct (Allegations Nos. 9, 14, 15, and 16) are different from the booster allegations described above. The evidence supporting these booster allegations falls along a spectrum, with some allegations supported by credible and persuasive evidence, some partially supported and partially refuted by objective evidence, and others entirely unsupported and/or contradicted. The University agrees with those allegations that are corroborated by disinterested witnesses and supported by objective evidence (Allegations Nos. 14-(a)-(d), (h)-(i) and 16-(a)). The evidence, however, is insufficient to support a finding for Allegations Nos. 9, 14-(e)-(g), 15 and 16-(b)-(c). Consistent with the evidentiary standard of Bylaw 19.8.7.3 and its obligation to "get things right," the University cannot agree with these allegations because [Student-Athlete 39's] story is either contradicted by objective evidence, is denied by

allegedly involved parties, and/or is not corroborated by [Student-Athlete 39's] family and friends. In large part, these allegations depend on [Student-Athlete 39's] testimony, which is internally inconsistent in places and incomplete or lacking in detail in others. Absent any timely opportunity to probe that testimony or meaningfully follow up on [Student-Athlete 39's] claims, the University is left with a jumble of unsupported claims that do not rise to the substantiated and credible level needed for a finding of a violation.

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Although each of these booster allegations arises out of distinct and discrete factual circumstances, one thing is consistent: the boosters involved received extensive and proactive rules education from the University's compliance office in multiple forms, including written materials, electronic materials, and on social media. To the extent these boosters committed violations of NCAA legislation, they did so despite of the University's express instructions, subverting the University's monitoring systems, and violating the University's expectations of them. The University has dealt with its boosters appropriately, taking unprecedented action not only to disassociate and strip wrongdoers of their status at the University but also to prohibit them from attending the University's home athletics events and restricting them from entering all athletics facilities.

6. The Head Coach Responsibility Allegation

This case does not involve a head coach who facilitated or participated in violations or otherwise ignored red flags associated with them.[8] Freeze developed and implemented a broad, staff-wide compliance program dedicated to satisfying the NCAA's amended head coach responsibility legislation in early 2013, and he has continuously worked to expand and improve upon that program ever since. Those who have worked under Freeze consistently report his emphasis on compliance, including his direction to promptly involve the University's compliance staff in their recruiting choices. These reports are corroborated by the available

[8] Coach Freeze was not specifically named in any allegation in the 2016 Notice. Without any additional investigation or rationale, however, the current Notice adds Freeze as an involved individual to one of the legacy allegations from the 2016 Notice (Allegation No. 6), suggesting for the first time that the violation was committed with Freeze's "knowledge and approval." *Compare* 2016 Notice at Allegation No. 9, *with* Allegation No. 6. The University objects to the modification of this allegation. *See* Exhibit IN-3, Correspondence to COI (April 28, 2017).

objective evidence, including phone and text records reflecting regular communications with compliance throughout Freeze's tenure, Freeze's inclusion of compliance issues and compliance staff members in football staff meetings, and multiple instances of self-reports of his staff's violations. If a head coach control charge premised on presumed responsibility can be rebutted under the amended legislation – that is, if the rule is going to be something more than a vehicle to hold head coaches strictly liable for what happens under their watch – Freeze has done so.[9]

7. The Lack of Institutional Control Allegation

Like the head coach responsibility allegation, the lack of institutional control charge is not supported by the evidence. This is not a case about ignoring red flags or a failure to implement a necessary institutional policy, rule, or best practice. To the contrary, the University has been operating, consistently monitoring, and improving its compliance systems to prevent and detect potential issues and violations in real time. Strong compliance measures existed throughout the relevant period, and the institution's expectations with respect to integrity and the NCAA rules were appropriately conveyed to the right people. Indeed, the enforcement staff has acknowledged that the University's rules education programs and compliance policies are adequate, a fact confirmed in the University's 2016 outside audit mandated by Chancellor Jeffrey Vitter shortly after his arrival. *See* Exhibit IN-6, Bond, Schoeneck & King Athletics Assessment Report (2016). This case has confirmed the reach of the University's rules education program, in that no involved individuals claim ignorance to excuse their conduct; they ignored specific educational materials that explicitly covered the exact rules they chose to break. *See* Exhibit IN-7, Rules Education Materials.

According to the University's research, an institutional control violation has never been triggered by the mere existence of an underlying violation or even multiple, serious violations. Instead, it is a unique, stand-alone allegation that requires a big-picture review of the University's commitment to compliance with NCAA rules. The University's systems and efforts have met and continue to meet the appropriate standards.

[9] The University also believes that Freeze rebutted the presumption as to every allegation in the 2016 Notice (as a head coach control charge was evaluated but not brought) and objects to their resurrection here. *See* Bylaw 11.1.1.1; *See* Exhibit IN-5, Correspondence from W.G. Watkins to COI (May 4, 2007); *See* Exhibit IN-3, Correspondence to COI (April 28, 2017).

In particular, none of the Level I violations in this case could have been prevented, detected, or deterred by any reasonable compliance or monitoring system, especially those violations committed by relatively unknown boosters who acted on their own or individuals who intentionally avoided monitoring systems and hid their actions from the University's compliance and coaching staff.

C. The University's Exemplary Conduct During This Case

Despite procedural issues that prejudiced the University and handicapped its ability to discover the truth in this case, *see* Exhibit IN-3, University Correspondence with COI (April 28, 2017), the University has made every effort to ensure that the investigation, both on its own and in conjunction with the enforcement staff, has been thorough, comprehensive and exhaustive. To that end, there are multiple examples of the University discovering and developing important pieces of the factual record that the enforcement staff had either not considered or not sought.[10] The University's proactive approach throughout this investigation was lauded in the 2016 and 2017 Notices, with the enforcement staff quoting multiple portions of the exemplary cooperation bylaw in describing the University's investigative conduct.

D. The University's Self-Imposed Penalties and Corrective Actions

The University concluded that the football case in the 2016 Notice was appropriately classified as Level I – Mitigated after analyzing several Committee decisions that provided guidance about the application of that penalty structure and limited the imputation of unethical conduct committed by an employee to the responsible institution. Since then, the University has discovered additional information about violations. Based on that information, the University has determined that this case should be classified as Level I – Standard. Considering the core penalties prescribed for a Standard case, the University announced on February 22, 2017, that it would withdraw its football team from postseason competition after the 2017 season. Under SEC Bylaws, the University will forfeit its share of $8,000,000 in projected postseason revenues. The University has self-imposed additional scholarship reductions and recruiting restrictions, many

[10] The University found and developed the specific information supporting at least four of the football allegations in the 2016 Notice, all of which have been re-alleged in this case (Allegation Nos. 5, 6, 8, 19). Similarly, the University located and provided to the enforcement staff probative information confirming parts of Allegations Nos. 14 and 16.

of which now approach the line between Aggravated and Standard: (1) scholarship reductions of approximately 15 percent over four years; (2) a complete prohibition on unofficial visits between September 1, 2017 and October 19, 2017 (seven weeks/three home football games/one SEC game); (3) a nearly 20% official visit reduction in the 2014-2015 academic year; and (4) a financial penalty of $179,797.

The University has also taken strong corrective actions, including:

- The University has disassociated every booster involved in violations (Allegations No. 5, 11, 15, 16, 18 and 19). For boosters who acted intentionally or whose accounts were not credible, that dissociation includes an unprecedented prohibition from attending University home athletics events and a restriction on entering all athletic facilities (Allegations No. 5, 11, 15, 16, 18 and 19). *See* Exhibit IN-8, Disassociation Letters.
- The University has created a Test Score Validation Form to gain more information regarding ACT and/or SAT examinations where a prospect's test scores increase by a certain amount (Allegation No. 1);

- The University's compliance and football recruiting staff now incorporate a description and discussion of official visit itineraries specific to each prospective student-athlete (Allegations Nos. 6 and 7);

- The University has revised its Official Visit Approval Form to require names of those accompanying a recruit and their exact biological relationship to the recruit. *See* Exhibit IN-9, Revised Official Visit Form (Allegation No. 8);

- The University refused Chris Kiffin's request for a multi-year contract based in part on his handling of potential and actual violations;[11] (Allegations Nos. 8, 10 and 13);

- The University has revised its unofficial visit paperwork to include a personal statement that each prospect signs acknowledging the prospect has been informed about what benefits are allowed during an unofficial visit. *See* Exhibit IN-10, Revised Unofficial Visit Paperwork (Allegation No. 14);

- The University ended Barney Farrar's employment after it was determined he committed serious infractions, hid evidence from the University, and was less-than-truthful with investigators (Allegations Nos. 14, 16-(a) and 17);

- The University's compliance staff has already implemented rules education with [Booster 3], the dealership that provided the improper loaner cars at issue, regarding the provision of extra benefits to University student-athletes and is providing specific rules education to student-athletes concerning loaner car violations as part of its annual NCAA instruction (Allegation No. 19);

- The University has enhanced its monitoring of student-athlete vehicles, creating new systems and processes to track which vehicles student-athletes are using and to highlight potential violations (Allegation No. 19);

- The University has expanded its compliance staff and reallocated resources to increase monitoring and to respond to inquiries on a round-the-clock basis; and

[11] The University also required Chris Kiffin and Maurice Harris to attend an NCAA Regional Rules Seminar (Allegations Nos. 5 and 8).

- The University continues to implement (or has already implemented) every recommendation received as part of an external review the chancellor required upon his hiring.

The University is confident that, in addition to its self-imposed penalties, these corrective measures are appropriate and sufficient to deter future violations.

RESPONSE TO NOTICE OF ALLEGATIONS

A. Processing Level of Case

Based on the information contained within the following allegations, the NCAA enforcement staff believes this case should be reviewed by a hearing panel of the NCAA Division I Committee on Infractions pursuant to procedures applicable to a severe breach of conduct (Level I violation).[12]

RESPONSE: The University agrees that this case should be processed pursuant to Level I procedures.

B. Allegations[13]

1. *[NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(h) (2009-10); 14.1.2, 14.3.2.1, 14.3.2.1.1 and 15.01.5 (2010-11); 14.11.1 (2010-11 through 2012-13); and 14.10.1 (2013-14)]*

It is alleged that between May and June 2010, David Saunders (Saunders), then administrative operations coordinator for football, and Chris Vaughn (Vaughn), then assistant football coach and recruiting coordinator, violated the NCAA principles of ethical conduct when they engaged in fraudulence or misconduct in connection with the ACT exams of three then football prospective student-athletes. The fraudulent exam scores allowed the then football prospective student-athletes to satisfy NCAA initial eligibility academic requirements. Specifically:

a. Vaughn instructed then football prospective student-athletes [Student-Athlete 9], [Student-Athlete 10] and [Student-Athlete 11] to take the June 2010 ACT exam at [High School 3] in [Town 1], as well as instructed them prior to the exam to refrain from answering any exam questions to which they did not know the answer, to facilitate fraudulence or misconduct in connection with their exams. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(h) (2009-10)]

b. Saunders arranged for [Student-Athlete 9], [Student-Athlete 10] and [Student-Athlete 11] to take the June 2010 ACT exam at [High School 3] and arranged for the then ACT testing supervisor at [High School 3] to complete and/or alter their exam answer sheets in such a manner that they received fraudulent exam scores. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(h) (2009-10)]

[Student-Athlete 9's], [Student-Athlete 10's] and [Student-Athlete 11's] June 2010 ACT scores were used in their initial eligibility academic certifications. As a result, they practiced, competed and received athletically related financial aid from the institution while ineligible during the 2010-11 academic year. [Student-Athlete 11] also competed while ineligible during the 2011-12 through 2013-14 academic years. [NCAA Bylaws 14.1.2, 14.3.2.1, 14.3.2.1.1 and 15.01.5 (2010-11); 14.11.1 (2010-11 through 2012-13); and 14.10.1 (2013-14)]

Level of Allegation No. 1: *The enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 1 is a severe breach of conduct (Level I) because the alleged violations (1) provided, or were intended to provide, a substantial or extensive recruiting, competitive or other advantage; (2) were intentional or showed reckless indifference to the NCAA constitution and bylaws; (3) involved unethical conduct; and (4) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1, 19.1.1-(d) and 19.1.1-(h) (2016-17)]*

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[12] *Pursuant to NCAA Bylaw 19.7.7.1 (2016-17), if violations from multiple levels are identified in the notice of allegations, the case shall be processed pursuant to procedures applicable to the most serious violations alleged.*

[13] *On January 22, 2016, the NCAA enforcement staff issued a notice of allegations in Case No. 189693 that contained 13 allegations involving the football program. On June 8, 2016, the enforcement staff issued an amended notice of allegations in Case No. 189693 with the 13 football allegations withdrawn as a result of a June 2, 2016, decision by Gregory Christopher (Christopher), NCAA Division I Committee on Infractions chief hearing officer, to bifurcate that case following the discovery of potential additional football violations. Those 13 allegations have been reissued in this case pursuant to Christopher's June 2, 2016, letter.*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to Bylaw 19.9.5.4 regarding the following individuals' involvement in Allegation No. 1: Saunders and Vaughn.*[14]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 1: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 1. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University agrees that Allegation No. 1 is supported by credible and persuasive factual information and that a Level I violation of NCAA legislation occurred.[15]

2. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c), 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1-(h) and 13.15.1 (2009-10); 14.11.1 (2010-11 through 2012-13); and 14.10.1 (2013-14)]

It is alleged that during the summer of 2010, David Saunders (Saunders), then administrative operations coordinator for football, and Chris Vaughn (Vaughn), then assistant football coach and recruiting coordinator, violated the NCAA principles of ethical conduct when they knowingly arranged for [Booster 1], a representative of the institution's athletics interests,[16] *to provide impermissible recruiting inducements in the form of free housing, meals and transportation to five then football prospective student-athletes. Additionally, Saunders knowingly arranged for [Booster 1] to provide free housing, meals and transportation to a sixth then football prospective student-athlete. Further, Derrick Nix (Nix), assistant football coach, was involved in arranging for the sixth then football prospective student-athlete to receive the inducements. The total monetary value of the inducements was approximately $1,750. The inducements allowed the six then football prospective student-athletes to enroll in summer courses at [Third Party Business 4] in [Location 1], to satisfy NCAA initial eligibility academic requirements. Specifically:*

a. Saunders and Vaughn knowingly arranged for [Booster 1] to provide free housing, meals and transportation to then football prospective student-athletes [Student-Athlete 12], [Student-Athlete 9], [Student-Athlete 10], [Student-Athlete 13] and [Student-Athlete 11] while they were enrolled at [Third Party Business 4]. The combined monetary value of the inducements was approximately $1,460. As a result of receiving the inducements, [Student-Athlete 9], [Student-Athlete 10] and [Student-Athlete 11] competed while ineligible during the 2010-11 academic year; [Student-Athlete 12] and [Student-Athlete 11] competed while ineligible during the 2011-12 and 2012-13 academic years; and [Student-Athlete 13] did not compete while ineligible. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1-(h) and 13.15.1 (2009-10); and 14.11.1 (2010-11 through 2012-13)]

b. Saunders knowingly arranged for [Booster 1] to provide free housing, meals and transportation to then football prospective student-athlete [Student-Athlete 14] while he was enrolled at [Third Party Business 4]. The monetary value of the inducements was approximately $290. As a result of receiving the inducements, [Student-Athlete 14] competed while ineligible during the 2011-12 and 2012-13 academic years. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1-(h) and 13.15.1 (2009-10); and 14.11.1 (2011-12 and 2012-13)]

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[14] *This allegation forms part of the basis for the violation detailed in Allegation No. 21.*

[15] Testing fraud is a serious violation, and while the exact picture of what transpired remains unclear, the allegation was sufficiently corroborated by (1) the testimony of [Student-Athlete 9]; (2) the testimony of [Student-Athlete 10]; (3) the University review of [Student-Athlete 9's] and [Student-Athlete 10's] answer sheets and test booklets, which included patterns indicative of third-party involvement; and (4) phone records confirming increased contact between the involved parties as the testing date approached. The evidence was less clear as to [Student-Athlete 11], but his refusal to give the University permission to review his answer sheet and/or test booklet during the course of the investigation prevents the University from taking a different position as to him.

[16] *[Booster 1] is a representative of the institution's athletics interests pursuant to NCAA Bylaw 13.02.13-(c) (2009-10).*

c. Nix arranged for [Student-Athlete 14] to receive free housing, meals and transportation while enrolled at [Third Party Business 4] when he placed [Student-Athlete 14] and/or [Student-Athlete 14's] family in contact with Saunders and/or [Booster 1] to arrange the inducements. [NCAA Bylaws 13.2.1, 13.2.1.1-(h) and 13.15.1 (2009-10)]

Level of Allegation No. 2: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 2 is a severe breach of conduct (Level I) because the alleged violations (1) provided, or were intended to provide, a substantial or extensive recruiting, competitive or other advantage; (2) provided, or were intended to provide, substantial or extensive impermissible benefits; (3) involved third-parties in recruiting violations that institutional officials knew or should have known about; (4) included benefits provided by a representative of the institution's athletics interests that were intended to secure, and which resulted in, the enrollment of prospective student-athletes; (5) were intentional or showed reckless indifference to the NCAA constitution and bylaws; (6) involved unethical conduct; and (7) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1, 19.1.1-(d), 19.1.1-(f), 19.1.1-(g) and 19.1.1-(h) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to Bylaw 19.9.5.4 regarding the following individuals' involvement in Allegation No. 2: Saunders, Vaughn and Nix.*[17]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 2: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 2. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University agrees that portions of Allegation No. 2 are supported by credible and persuasive factual information and that a violation of NCAA legislation occurred as described in Allegations Nos. 2-(a)-(b) relating to impermissible lodging and transportation.[18] As to Allegation No. 2-(c), the University disagrees that the evidence credibly and persuasively supports a finding that assistant football coach Derrick Nix "arranged" for one of the prospects to receive impermissible benefits. The University also disagrees with the enforcement staff's classification of the violation as Level I and proposes that it be classified as Level II.

[17] *This allegation forms part of the basis for the violation detailed in Allegation No. 21.*

[18] The transportation and lodging portions of Allegations Nos. 2(a)-(b) are sufficiently corroborated by: (1) the testimony of [Student-Athlete 12]; (2) the testimony of [Student-Athlete 9]; (3) the testimony of [Student-Athlete 10]; (4) the testimony of [Student-Athlete 13]; and (5) the testimony of [Student-Athlete 11]. Those allegations also refer, however, to the student-athletes receiving impermissible meals. The factual information does not credibly and persuasively support this particular element of the allegations. Two of the involved prospects reported during the investigation that the group purchased their own food and/or paid for the meals they provided. *See*, *e.g.*, FI No. 76 at 15-16, [Student-Athlete 12] 8/6/13 transcript; FI No. 78 at 18, [Student-Athlete 13] 8/6/13 transcript. The reinstatement requests previously approved by the enforcement staff for the involved student-athletes reflect this evidence, as the monetary values assigned to each prospect do not include the cost of food. *See* Exhibit 2-1, Reinstatement Requests.

A. Derrick Nix Did Not "Arrange" Impermissible Benefits for [Student Athlete 14]

Nix was *not even aware of* [Booster 1] prior to the events in question and *had no knowledge* of [Student-Athlete 14's] living arrangements until long after [Student-Athlete 14] and the other prospects were staying at [Booster 1's] home. The strongest evidence in support of Allegation No. 2-(c) is [Student-Athlete 14's] confused and speculative testimony, where he "guess[ed]" that Nix had provided information about [Booster 1] although he was "not totally sure about that." FI No. 81 at 14, [Student-Athlete 14] 8/13/13 transcript. [Student-Athlete 14] had no specific recollection of Nix mentioning [Booster 1] and speculated that Nix had provided the information about [Booster 1] because Nix was the coaching staff member with whom he had the most regular contact.[19] FI No. 81 at 24, [Student-Athlete 14] 8/13/13 transcript.

Where no witness definitively stated that Nix arranged the housing and Nix denies it, the Committee should not find that Nix did so. There are more plausible ways by which [Student-Athlete 14] could have learned about [Booster 1]: either David Saunders, who (unlike Nix) knew [Booster 1] and had already told the other prospects about [Booster 1's] ministry, was the source of the information, or [Student-Athlete 14] learned about [Booster 1] from one of the other prospects. In this context, [Student-Athlete 14's] speculation is insufficient to support a finding that Nix "arranged" the housing, meals, and transportation.

B. The Violation Should Be Classified as Level II

This violation should be classified as Level II for three reasons. First, the alleged inducements are not of the value typically associated with a Level I case. The six prospects combined received less than $1,750.85 in inducements (a maximum of $333.03 each, and, in [Student-Athlete 11's] case, substantially less – $133.00). Notably, none of the prospective student-athletes was required to be withheld from competition. Due to the low dollar value for each of the prospective student-athletes, each violation would have been classified individually as secondary or Level III, and collectively they rise to Level II.[20]

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[19] Of note, [Student Athlete 14's] interview was conducted more than three years after the events in question. [Student-Athlete 14] helpfully told the University and enforcement staff when his memory about those events was clear and when it was not. [Student-Athlete 14's] testimony regarding Nix is of the latter category.

[20] The University has been unable to locate any precedent where an infraction involving a similar dollar amount was classified as Level I.

Second, [Booster 1's] history of providing the same or similar benefits to young men and women calls into question whether the violations constitute a "severe" breach of conduct. As part of his ministry, including his work with several faith-based schools, [Booster 1] routinely arranged free housing with host families for at-risk students seeking educational opportunities. Several of these out-of-area students (including athletes and non-athletes) were allowed to stay at [Booster 1's] home. Moreover, when [Booster 1] helped prospective student-athletes in this manner, his efforts were not limited to those who planned to attend the University.[21] Because [Booster 1's] conduct in this case was consistent with his prior history of dealing with all sorts of students, the evidence does not support an argument that he intended to provide any significant recruiting or other advantage to the University.

Lastly, while [Booster 1's] conduct may have violated NCAA amateurism legislation, the objective evidence supports [Booster 1's] statements that he never intended to commit an infraction or impair the eligibility of the six prospects. In other words, this is an isolated instance of an individual with a well-established practice of helping young men and women in need and does not threaten or significantly endanger the collegiate model.[22]

3. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(d), 19.2.3 and 19.2.3.2 (2013-14)]

It is alleged that between August 14 and 31, 2013, Chris Vaughn (Vaughn), former assistant football coach and recruiting coordinator, violated the NCAA cooperative principle when he communicated with individuals with knowledge of pertinent facts regarding the NCAA enforcement staff's investigation of the violations detailed in Allegation Nos. 1 and 2 after being admonished on multiple occasions to refrain from doing so to protect the integrity of the investigation. Additionally, on December 17, 2013, Vaughn violated the NCAA principles of ethical conduct when he knowingly provided false or misleading information to the institution and enforcement staff regarding his knowledge of and/or involvement in violations of NCAA legislation. Specifically:

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[21] For example, the first student-athlete who lived with [Booster 1], [Student-Athlete 15], signed a football and basketball scholarship with [Institution 2] in 2003. More recently, [Booster 1] helped [Student-Athlete 16], a [Institution 3] signee, and [Student-Athlete 17], a signee at [Third Party College Institution 1] who never enrolled. [Booster 1's] first documented connection with a student-athlete committed to the University was not until 2009, six years after he began hosting students and just one year before the alleged violations took place. There is also evidence that [Booster 1] provided lodging to a football prospect committed to the [Institution 4] during the same summer that he housed the six prospects referenced in this allegation. FI No. 81, at 12-13, [Student-Athlete 14] 8/13/13 transcript.

[22] It was for this reason the University identified the violation as an amateurism issue (preferential treatment) when seeking reinstatement for the prospects. At that time, the enforcement staff and Student-Athlete Reinstatement ("SAR") agreed and approved the reinstatement requests. No new facts have come to light since August 2013. Accordingly, the Committee should address these violations for penalty purposes under Bylaw 12 and not as recruiting inducements under Bylaw 13.

a. Between August 14 and 31, 2013, Vaughn exchanged multiple telephone calls and text messages with individuals with knowledge of pertinent facts regarding the enforcement staff's investigation of the violations detailed in Allegation Nos. 1 and 2 after being admonished on multiple occasions to refrain from doing so to protect the integrity of the investigation. Additionally, Vaughn acknowledged during his August 19 and December 17, 2013, interviews that he engaged in these communications to obtain information regarding the investigation. [NCAA Bylaws 19.2.3 and 19.2.3.2 (2013-14)]

b. On December 17, 2013, Vaughn knowingly provided false or misleading information when he denied that he (1) directed then football prospective student-athletes [Student-Athlete 9], [Student-Athlete 10] and [Student-Athlete 11] to take the June 2010 ACT exam at [High School 3] in [Town 1]; and (2) instructed [Student-Athlete 9], [Student-Athlete 10] and/or [Student-Athlete 11] to refrain from answering any exam questions to which they did not know the answer, to facilitate fraudulence or misconduct in connection with their exams. The factual support for Allegation No. 1 establishes that Vaughn directed [Student-Athlete 9], [Student-Athlete 10] and [Student-Athlete 11] to take the June 2010 ACT exam at [High School 3], and instructed them to refrain from answering any exam questions to which they did not know the answer, to facilitate fraudulence or misconduct in connection with their exams. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2013-14)]

Level of Allegation No. 3: *The enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 3 is a severe breach of conduct (Level I) because the alleged violations (1) included a failure to cooperate in an enforcement investigation, (2) involved unethical conduct and (3) seriously undermined or threatened the integrity of the NCAA Collegiate Model. Further, the responsibility to cooperate is paramount to a full and complete investigation, which the membership has identified as critical to the common interests of the Association and preservation of its enduring values. [NCAA Bylaws 19.01.1, 19.1.1 and 19.1.1-(d) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.5.4 regarding Vaughn's involvement in Allegation No. 3.*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 3: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 3. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The actions alleged occurred after Vaughn was no longer employed by the University, and the University is not responsible or subject to penalties for the alleged conduct. Thus, the University does not take a position on the allegation.

4. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(d) (2013-14)]

It is alleged that on December 16, 2013, and February 25, 2014, David Saunders (Saunders), former administrative operations coordinator for football, violated the NCAA principles of ethical conduct when he knowingly provided false or misleading information to the institution and NCAA enforcement staff regarding his knowledge of and/or involvement in violations of NCAA legislation.

Specifically, on December 16, 2013, and February 25, 2014, Saunders knowingly provided false or misleading information when he denied that he arranged for then football prospective student-athletes [Student-Athlete 9], [Student-Athlete 10] and Student-Athlete 11] to take the June 2010 ACT exam at [High School 3] in [Town 1], as well as denied knowledge of and/or involvement in fraudulence or misconduct in connection with their exams. The factual support for Allegation No. 1 establishes that Saunders arranged for [Student-Athlete 9], [Student-Athlete 10] and [Student-Athlete 11] to take the June 2010 ACT exam at [High School 3] and arranged for the then ACT testing supervisor at [High School 3] to complete and/or alter their exam answer sheets in a such a manner that they received fraudulent exam scores. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2013-14)]

Level of Allegation No. 4: *The enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 4 is a severe breach of conduct (Level I) because the alleged violations (1) seriously undermined or threatened the integrity of the NCAA Collegiate Model and (2) involved unethical conduct. [NCAA Bylaws 19.1.1 and 19.1.1-(d) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.5.4 regarding Saunders' involvement in Allegation No. 4.*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 4: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 4. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The actions alleged occurred after Saunders was no longer employed by the University, and the University is not responsible or subject to penalties for the alleged conduct. Thus, the University does not take a position on the allegation.

5. *[NCAA Division I Manual Bylaws 11.7.2.2, 13.01.4, 13.1.2.1, 13.1.2.4-(a), 13.1.2.5, 13.1.3.5.1, 13.2.1, 13.2.1.1-(b), 13.2.1.1-(e), 13.5.3, 13.7.2.1 and 13.7.2.1.2 (2012-13)]*

It is alleged that during the 2012-13 academic year, [Booster 2], a then representative of the institution's athletics interests, assisted the institution in its recruitment of four then football prospective student-athletes by engaging in recruiting activities that promoted the institution's football program. [Booster 2's] activities included engaging in impermissible recruiting contact with four then football prospective student-athletes and their families, as well as providing them with approximately $2,250 in impermissible recruiting inducements. Maurice Harris (M. Harris), assistant football coach and recruiting coordinator, knew of [Booster 2's] association with the four then football prospective student-athletes, and at times, facilitated [Booster 2's] recruiting activities. Further, between January 18 and February 3, 2013, M. Harris arranged for approximately $485 in impermissible recruiting inducements in the form of free hotel lodging during unofficial visits for two of the then football prospective student-athletes. Specifically:

a. On October 13, 2012, [Booster 2] provided then football prospective student-athletes [Student-Athlete 5], [Student-Athlete 6] and [Student-Athlete 7] with roundtrip transportation between [Location 5], and Oxford, Mississippi, (approximately [Distance 1]) in conjunction with an unofficial visit and home football game at the institution. [Booster 2] also provided [Student-Athlete 6] with a free meal on this occasion. The combined monetary value of the inducements was approximately $43. Additionally, [Booster 2] met M. Harris during the visit and informed Hugh Freeze (Freeze), head football coach, M. Harris and Matt Luke (M. Luke), assistant football coach, after the visit that he had provided [Student-Athlete 5], [Student-Athlete 6] and [Student-Athlete 7] transportation on this occasion. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

b. On November 10, 2012, [Booster 2] provided [Student-Athlete 5], [Student-Athlete 6] and [Student-Athlete 7] with roundtrip transportation between [Location 5] and Oxford in conjunction with an unofficial visit and home football game at the institution. [Booster 2] also provided [Student-Athlete 6] with a free meal on this occasion. The combined monetary value of the inducements was approximately $43. Further, [Booster 2] notified M. Harris in advance that he would provide [Student-Athlete 5] and [Student-Athlete 7] transportation on this occasion. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

c. On November 24, 2012, [Booster 2] provided then football prospective student-athlete [Student-Athlete 8], [Student-Athlete 5] and [Student-Athlete 7] with roundtrip transportation between [Location] and Oxford in conjunction with an unofficial visit and home football game at the institution. [Booster 2] also provided [Student-Athlete 8], [Student-Athlete 5] and [Student-Athlete 7] with free meals on this occasion. The combined monetary value of the inducements was approximately $83.

Further, [Booster 2] notified M. Harris in advance that he would see M. Harris on this occasion. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

d. Between November 28 and 30, 2012, [Booster 2] engaged in telephone communication with [Student-Athlete 6's] mother, at M. Harris' direction, to arrange an off-campus recruiting contact between her and M. Luke. [NCAA Bylaws 13.01.4, 13.1.2.1, 13.1.2.4-(a) and 13.1.3.5.1 (2012-13)]

e. On December 3, 2012, [Booster 2] attended an in-home recruiting visit by M. Harris and Freeze that occurred at [Student-Athlete 5's] residence. Additionally, [Booster 2] notified M. Harris in advance of the visit that he would be attending the visit, and both he and Freeze interacted with [Booster 2] during the visit. Further, [Booster 2] provided food for this occasion, which had a monetary value of approximately $60. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

f. In December 2012, [Booster 2] paid [Student-Athlete 5's] cellphone bill, which had a monetary value of approximately $67. [NCAA Bylaws 13.2.1 and 13.2.1.1-(e) (2012-13)]

g. In December 2012, [Booster 2] paid [Student-Athlete 7's] mother's telephone bill, which had a monetary value of approximately $120. [NCAA Bylaws 13.2.1 and 13.2.1.1-(e) (2012-13)]

h. Between January 4 and 5, 2013, [Booster 2] provided [Student-Athlete 8] and [Student-Athlete 5] with roundtrip transportation between [Location 5] and [Location 6] (approximately [Distance 2] miles) as well as free hotel lodging, meals and game tickets, in conjunction with the institution's bowl game. The combined monetary value of the inducements was approximately $350. Additionally, [Booster 2] notified M. Harris in advance of the trip that he would take [Student-Athlete 8] and [Student-Athlete 5] to the bowl game. Further, on January 4, M. Harris arranged an off-campus recruiting contact of [Student-Athlete 8] and [Student-Athlete 5] by [Grad Asst. 1] then graduate assistant football coach, that occurred at the team hotel in [Location 6]. [NCAA Bylaws 11.7.2.2, 13.01.4, 13.1.2.1, 13.1.2.5 and 13.2.1 (2012-13)]

i. Between January 14 and 15, 2013, [Booster 2] engaged in telephone communication with [Student-Athlete 6's] mother, at M. Harris' direction, to arrange an off-campus recruiting contact between her and M. Harris. [NCAA Bylaws 13.01.4, 13.1.2.1, 13.1.2.4-(a) and 13.1.3.5.1 (2012-13)]

j. Between January 18 and 20, 2013, [Booster 2] provided [Student-Athlete 8], [Student-Athlete 7], [Student-Athlete 7's] mother and [Student-Athlete 7's] sister with roundtrip transportation between [Location 5] and Oxford in conjunction with an unofficial visit to the institution.

On January 18, [Booster 2] drove [Student-Athlete 8] and [Student-Athlete 7] from [Location 5] to Oxford, and did the same for [Student-Athlete 7's] mother and sister January 20. Also on January 20, [Booster 2] drove [Student-Athlete 8], [Student-Athlete 7] and [Student-Athlete 7's] mother and sister back to [Location 5]. The combined monetary value of the transportation was approximately $136. Further, [Booster 2] notified M. Harris in advance that he would provide these four individuals transportation for this occasion.

Additionally, during the nights of January 18 and 19, M. Harris arranged for [Student-Athlete 8] and [Student-Athlete 7] to stay, at no cost, in a hotel room at [Third Party Business 3] in Oxford that the institution provided to [Student-Athlete 5] for his official paid visit. The combined monetary value of [Student-Athlete 8's] and [Student-Athlete 7's] impermissible lodging was approximately $212.

Further, on January 20, [Grad Asst. 1] provided [Student-Athlete 8] and [Student-Athlete 7] with roundtrip transportation between [Third Party Business 3] and Freeze's residence (approximately 11 miles) for a recruiting breakfast. The combined monetary value of the transportation was approximately $12.

Moreover, [Student-Athlete 8], [Student-Athlete 7], and [Student-Athlete 7's] mother and sister received free meals during the January 20 recruiting breakfast at Freeze's residence, which had a combined monetary value of approximately $102. While at Freeze's residence, [Student-Athlete 8], [Student-Athlete 7] and [Student-Athlete 7's] mother and sister had impermissible

off-campus recruiting contact with various members of the football staff, including [Grad Asst. 1] and M. Harris. Lastly, [Booster 2] interacted with several members of the football staff at Freeze's residence and M. Harris knew that [Booster 2] had accompanied [Student-Athlete 8], [Student-Athlete 7] and [Student-Athlete 7's] mother and sister to Freeze's home on this occasion. [NCAA Bylaws 11.7.2.2, 13.01.4, 13.1.2.1, 13.1.2.5, 13.2.1, 13.5.3 and 13.7.2.1.2 (2012-13)]

k. On January 26, 2013, [Booster 2] provided [Student-Athlete 5] with transportation from [Location 5] to Oxford in conjunction with an unofficial visit to the institution. The monetary value of the one-way transportation was approximately $13. Additionally, [Booster 2] notified M. Harris in advance of the visit that he would provide [Student-Athlete 5] one-way transportation on this occasion. Further, on January 27, 2013, [Third Party 4], a representative of the institution's athletics interests, provided [Student-Athlete 5] with one-way transportation from Oxford to [Location 5]. The monetary value of this transportation was approximately $13. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

l. On January 30, 2013, [Booster 2] hosted, at his residence, an off-campus recruiting contact by M. Harris that was attended by [Student-Athlete 8], [Student-Athlete 5], [Student-Athlete 7] and family members of the then football prospective student-athletes. [NCAA Bylaws 13.01.4 and 13.1.2.1 (2012-13)]

m. Between February 2 and 3, 2013, [Booster 2] provided [Student-Athlete 8] and [Student-Athlete 6] with roundtrip transportation between [Location 5] and Oxford in conjunction with [Student-Athlete 8's] unofficial visit and [Student-Athlete 6's] official paid visit to the institution. The combined monetary value of the transportation was approximately $43. [Booster 2] notified M. Harris in advance that he would provide [Student-Athlete 8] and [Student-Athlete 6] with transportation on this occasion.

Additionally, on February 2, M. Harris arranged for [Student-Athlete 8] to stay overnight, at no cost, in his own hotel room at [Third Party Business 3] that was originally reserved for [Student-Athlete 6's] mother in conjunction with [Student-Athlete 6's] official paid visit. The monetary value of the lodging was approximately $159. M. Harris and Chris Kiffin, then assistant football coach, were present when [Student-Athlete 8] and [Student-Athlete 6] arrived at [Third Party Business 3] and assisted them with checking into their rooms. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1, and 13.7.2.1 (2012-13)]

n. On March 24, 2013, [Booster 2] provided [Student-Athlete 8], [Student-Athlete 5] and [Student-Athlete 7] with roundtrip transportation between [Location 5] and Oxford, as well as game tickets and concessions, in conjunction with a baseball game at the institution. The combined monetary value of the inducements was approximately $126. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

o. During the 2012-13 academic year, members of [Booster 2's] family provided [Student-Athlete 8], [Student-Athlete 5] and [Student-Athlete 7] with academic tutoring assistance for their high school coursework and ACT exam preparation. The combined monetary value of the assistance was approximately $647. Additionally, [Booster 2] notified Freeze and M. Harris at the time that his son was providing [Student-Athlete 5] with academic assistance. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

p. During the 2012-13 academic year, [Booster 2] purchased merchandise for [Student-Athlete 8], [Student-Athlete 5] and [Student-Athlete 7] during visits to the institution. The combined monetary value of the merchandise was approximately $510. [NCAA Bylaws 13.01.4, 13.1.2.1, 13.2.1 and 13.2.1.1-(b) (2012-13)]

Level of Allegation No. 5: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 5 is a severe breach of conduct (Level I) because the alleged violations (1) were not isolated or limited; (2) provided, or were intended to provide, a substantial or extensive recruiting, competitive or other advantage; (3) provided, or were intended to provide, a substantial or extensive impermissible benefit; (4) involved benefits provided by a representative of the institution's athletics interests intended to secure, and which resulted in, enrollment of prospective student-athletes; (5) included third-party involvement in recruiting violations that institutional officials knew or should have known about; and (6) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1, 19.1.1-(f) and 19.1.1-(g) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to Bylaw 19.9.5.4 regarding M. Harris' involvement in Allegation No. 5.*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 5: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 5. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: Subject to the clarifications below, the University agrees that Allegation No. 5 is generally supported by credible and persuasive factual information and that a violation of NCAA legislation occurred.[23] Although each individual violation would ordinarily be classified as Level II or Level III, the University agrees that collectively they rise to a Level I violation.

The allegation is, in places, misleading and/or factually incorrect. As written, the allegation incorrectly implies widespread, intentional wrongdoing by the coaching staff with respect to [Booster 2]. Assistant football coach Maurice Harris misunderstood [Booster 2's] relationship with the four prospects. Harris believed [Booster 2] had a pre-existing relationship with the prospects because he was the FCA "huddle leader" at the prospects' high school. Further, based upon Harris's conversations with the prospects and other coaches at the high school, and in light of his own experience as a [Location 5]-area high school coach, Harris treated [Booster 2] like an extension of the high school coaching staff. The evidence is equally clear that the other coaches mentioned in the allegation asked the right questions and reasonably relied upon Harris's understanding of [Booster 2's] relationship with the prospects in determining – albeit incorrectly – that Harris's involvement was not a violation of NCAA legislation.

The University's concerns with this allegation start with several factual mistakes in its various sub-parts:

- **Allegation No. 5-(e)** – To the extent this allegation gives the impression that [Booster 2] was present through any meaningful part of Freeze's visit with [Student-Athlete 5], it is incorrect. Although [Booster 2] was at [Student-Athlete 5's] house when Harris and Freeze arrived, he did not stay for any portion of the visit, as Freeze asked the right questions of Harris when he arrived. After Harris and Freeze discussed the issue, Freeze made sure that both Harris and [Booster 2] knew that [Booster 2] could not stay for the visit. FI No. 90 at 34-37, Hugh Freeze 8/20/13 Transcript; See Exhibit 5-1, [Booster 2] 5-19-16 transcript at 21.

[23] The allegation was credibly and persuasively corroborated by: (1) the testimony of [Booster 2]; (2) the testimony of assistant football coach Maurice Harris; (3) the testimony of [Student-Athlete 5]; (4) the testimony of [Student-Athlete 6]; (5) the testimony of [Student-Athlete 7]; (6) the testimony of assistant football coach Matt Luke; (7) the testimony of head football coach Hugh Freeze; (8) the testimony of [Grad Asst. 1]; and (9) records from [Third Party Business 3].

- **Allegation No. 5-(h)** – Although Harris instructed [Booster 2] to contact [Grad Asst. 1], then a graduate assistant football coach, about a potential visit, this allegation is misleading to the extent it suggests Harris arranged for contact between the coaching staff and the prospects. That contact occurred inadvertently when the prospects sat in on a defensive line meeting at the hotel. Harris was unaware that the violation occurred as he was not present during the meeting.

- **Allegation No. 5-(j)** – This impermissible lodging allegation is presumably based upon pre-visit documentation the University produced classifying [Student Athlete 7's] visit as an unofficial visit. FI No. 29, FB 0318. Before [Student-Athlete 7] arrived on campus, however, the University's football and compliance staffs submitted and approved the proper documentation to classify [Student-Athlete 7's] trip as an official visit. FI No. 367. As such, the lodging and meals provided to [Student-Athlete 7] on those dates were permissible, and the monetary values corresponding to impermissible benefits outlined in Allegation No. 5-(j) are overstated by the amounts attributable to [Student-Athlete 7].

- **Allegation No. 5-(m)** – This allegation is factually incorrect, as Harris was not involved in the decision to allow [Student-Athlete 8] to stay in the room intended for [Student-Athlete 6's] mother. Harris only interacted with [Student-Athlete 6] and [Student-Athlete 8] after the prospects had already checked into their hotel rooms, and when Harris learned that [Student-Athlete 8] had not paid for his hotel room, *he required [Student-Athlete 8] to return to campus and provide reimbursement*. FI No. 64 at 40-44, Maurice Harris 5/9/13 Transcript. The allegation that former assistant football coach Chris Kiffin assisted in arranging for [Student-Athlete 8's] room is similarly flawed. [Student-Athlete 6], upon whose testimony the allegation apparently rests, appears to have misremembered the events or confused Kiffin with someone else. Instead, [Student-Athlete 8] confirmed that, consistent with general practice, a graduate student-assistant helped check them in (Kiffin was the defensive line coach). [Student-Athlete 8's] statements corroborate Harris's recollection that he was not involved in the check-in process and Kiffin's belief that he was not at the hotel when they arrived (though his recollection was incomplete). FI No. 65 at 39, Chris Kiffin 5/09/13 transcript; FI No. 60 at 22, [Student-Athlete 8] 03/25/13 transcript; FI No. 64 at 40, Maurice Harris 05/09/13 transcript.

- **Allegation No. 5-(o)** – The allegation, as written, implies that Freeze was aware of and disregarded a potential violation of NCAA legislation. That is not true. No information establishes that Freeze ever read or saw the single e-mail upon which this allegation rests. FI No. 22, WH0006. To the contrary, the evidence suggests that Freeze would not have seen or reviewed that email FI No. 90 at 28, Hugh Freeze 8/20/2013 transcript. There is also no evidence that Freeze knew about this tutoring arrangement through any other means, as he was never asked about it during his interview.

The allegation more generally implies that Harris knowingly committed serious infractions on a large scale. The facts, however, do not substantiate that characterization. Specifically, when [Booster 2] contacted Harris for the first time in October 2012, [Booster 2] repeatedly referenced his close, "mentor[ing]" relationship with the [Location 5] team based upon his role as a "huddle leader" in the school's Fellowship of Christian Athletes ("FCA") youth-group. FI No. 50 at 52, [Booster 2] 2/13/13 transcript. In light of [Booster 2's] representation, Harris followed-up with [Location 5] football coach about [Booster 2's] connection to the prospects. The coach confirmed [Booster 2] had worked with his athletes for years as part of the FCA program. FI No. 54 at 13 and 18, Maurice Harris 2/26/13 transcript. One of the prospects, [Student-Athlete

5], told Harris that [Booster 2] was the "FCA guy" he knew through his church. FI No. 54 at 13-14 and 16, Maurice Harris 2/26/13 transcript. Based upon these three corroborating sources (and adding to that his own personal experience with FCA "huddle leaders" in [Location 5][24]), Harris reasonably (albeit erroneously) believed that [Booster 2] had known the prospects for many years and that the relationship between [Booster 2] and the four prospects was permissible under the NCAA's pre-existing relationship test.

Operating under this impression, Harris saw no "red flags" when [Booster 2] began bringing the prospects to campus on unofficial visits. [Booster 2] is neither the stereotypical "third party" seeking to benefit from his relationship with prospects nor the stereotypical "insider" booster.[25] Harris's mistake, while avoidable, was not made in bad faith.[26] Although the University agrees that Harris did not meet its expectations in fully vetting [Booster 2's] relationships and booster status, there is no suggestion that Harris intentionally violated NCAA legislation.[27]

6. [NCAA Division I Manual Bylaws 13.4.1.5 and 13.6.7.9 (2012-13)]

It is alleged that during the weekend recruiting visits of January 18 and 25, and February 1, 2013, the assistant director of sports video for football (assistant director), with the knowledge and approval of Hugh Freeze (Freeze), head football coach, produced three personalized recruiting videos that showed multiple then football prospective student-athletes and members of their families wearing and displaying official team equipment and apparel. Additionally, during the January 18 and 25 weekend

[24] "Huddle leaders" embed themselves within individual sports teams at middle and high schools throughout [Location 5], serving in a role much like a team chaplain or an additional staff member. As with FCA leaders for other [Location 5] area teams, the [High School 2] football coaching staff allowed [Booster 2] in the locker room/team offices and on the sidelines during games. As a result, [Booster 2] viewed himself as something like a volunteer coach. *See id.* at 26-28 (discussing pre-game meals and post-game devotionals provided by FCA "huddle leaders"). For his part, Harris was familiar with "huddle leaders" and their involvement based upon his seven years of coaching at another [Location 5]-area high school, [High School 5], with a similar FCA program. Freeze, who also coached in [Location 5] high schools for many years, viewed FCA leaders similarly.

[25] [Booster 2] had purchased football season tickets in 2009, some years before the violation occurred. At the time of his disassociation, [Booster 2] had been a baseball season ticket holder from 2010-2013. [Booster 2] has $300 in lifetime giving to the University. FI No. 50 at 3, [Booster 2] 2/13/13 transcript.

[26] The evidence shows that Harris expected the prospects to make proper reimbursements and follow unofficial visit rules throughout their recruitment. After learning all of the relevant facts, it was Harris who identified [Booster 2] as violating NCAA legislation when [Booster 2] ignored the University's clear instruction to avoid contact with the recruits and transported three of them to the University's campus for a baseball game in March 2013.

[27] Harris has been appropriately penalized for his error. He was required to attend an NCAA Regional Rules Seminar and was prohibited from off-campus recruiting for three weeks during the spring 2015 evaluation period. He has also received a letter of admonishment. [Booster 2] was disassociated indefinitely, prohibited from attending home athletics events, and restricted from entering all athletic facilities.

recruiting visits, the assistant director played the videos for the then football prospective student-athletes and their families and did so with Freeze's knowledge and approval. The video produced during the February 1 weekend recruiting visit was not played.

Level of Allegation No. 6: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 6 is a breach of conduct (Level III) because the alleged violations (1) were isolated or limited and (2) provided no more than a minimal recruiting, competitive or other advantage. [NCAA Bylaws 19.1.3, 19.1.3-(a) and 19.1.3-(b) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.8-(i) regarding Freeze's involvement in Allegation No. 6.*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 6: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 6. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University generally agrees that Allegation No. 6 is supported by credible and persuasive factual information.[28] The University also agrees that the violation is appropriately classified as Level III.[29]

7. [NCAA Division I Manual Bylaws 13.2.1 and 13.6.7.1 (2012-13); 16.11.2.1 (2013-14)]

It is alleged that between January 18 and 20, 2013, the football program arranged an impermissible recruiting inducement in the form of free access to hunting land owned by a representative of the institution's athletics interests for then football prospective student-athlete [Student-Athlete 49] during his official paid visit. Additionally, between December 2013 and January 2014, the football program arranged impermissible extra benefits in the form of similar hunting land access for [Student-Athlete 49] while he was a football student-athlete. Specifically:

a. Between January 18 and 20, 2013, the football program arranged free access to hunting land owned by [Booster 7], a representative of the institution's athletics interests,[30] for [Student-Athlete 49] during his official paid visit to the institution. The hunting trip was a specialized activity provided only to [Student-Athlete 49] during the recruiting visit. [NCAA Bylaws 13.2.1 and 13.6.7.1 (2012-13)]

b. Between December 2013 and January 2014, the football program arranged free access to [Booster 7's] hunting land on two or three occasions for [Student-Athlete 49]. These hunting trips were specialized activities provided only to [Student-Athlete 49]. [NCAA Bylaw 16.11.2.1 (2013-14)]

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[28] The allegation is corroborated by: (1) the testimony of former off-field staff member Branden Wenzel; and (2) the testimony of head football coach Hugh Freeze.

[29] The University disagrees, however, with the inclusion of Freeze in this allegation. Freeze did not propose creating the videos, and he only permitted the videos to be made because he thought the University's compliance staff had approved them. Moreover, this Level III violation should not be used to support a show cause order against Freeze. The enforcement staff's written materials and prior representations suggest that Level III violations are not considered as part of the head coach responsibility analysis. More importantly, Freeze was not named in or "at risk" for this allegation in the 2016 Notice. The decision to retroactively add Freeze to this allegation following the Committee's severance decision is prejudicial and procedurally improper.

[30] [Booster 7] is a representative of the institution's athletics interests pursuant to Bylaws 13.02.14-(b) and 13.02.14-(c) (2012-13 and 2013-14).

Level of Allegation No. 7: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 7 is a breach of conduct (Level III) because the alleged violations (1) were isolated or limited and (2) provided, or were intended to provide, no more than a minimal recruiting, competitive or other advantage. [NCAA Bylaws 19.1.3, 19.1.3-(a) and 19.1.3-(b) (2016-17)]*

Involved Individual(s): *None.*[31]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 7: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 7. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University generally agrees that Allegation No. 7 is supported by credible and persuasive factual information, and based upon the result of a joint interpretation request to Academic and Membership Affairs ("AMA"), the University agrees a violation of NCAA legislation occurred.[32] The University also agrees that the violation is appropriately classified as Level III.

8. [NCAA Division I Manual Bylaws 13.2.1, 13.6.7.7 and 13.6.8 (2012-13)]

It is alleged that between January 25 and 27, 2013, Chris Kiffin (Kiffin), then assistant football coach, arranged approximately $1,027 in impermissible recruiting inducements in the form of free hotel lodging and meals for family members who were not parents or legal guardians of then football prospective student-athlete [Student-Athlete 1] during his official paid visit. Specifically:

a. Kiffin arranged free meals for [Family Member 3], father to [Student-Athlete 1's] half-brother; [Family Member 4], [Family Member 3's] wife; and [Family Member 1], [Student-Athlete 1's] mother's then boyfriend. The combined monetary value of the meals was approximately $709. [NCAA Bylaws 13.2.1 and 13.6.7.7 (2012-13)]

b. Kiffin arranged two nights of free hotel lodging for [Family Member 3] and [Family Member 4] at [Third Party Business 3]. The monetary value of the hotel lodging was approximately $318. [NCAA Bylaws 13.2.1 and 13.6.8 (2012-13)]

Level of Allegation No. 8: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 8 is a significant breach of conduct (Level II) because the alleged violations (1) provided, or were intended to provide, more than a minimal recruiting, competitive or other advantage; (2) provided, or were intended to provide, more than minimal impermissible benefits; and (3) were more serious than a Level III violation. [NCAA Bylaws 19.1.2 and 19.1.2-(a) (2016-17)]*

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[31] *This allegation forms part of the bases for the violations detailed in Allegation Nos. 20 and 21.*

[32] Allegation No. 7-(a) was corroborated by: (1) the testimony of [Student-Athlete 49]; (2) the testimony of former off-field staff member Branden Wenzel (3) the testimony of former graduate assistant [Grad Asst. 2]; and (4) the testimony of head football coach Hugh Freeze. The University sought guidance from AMA because prospects on official visits are permitted to take part in reasonable, local entertainment – including fishing or similar activities on property owned by members of the coaching staff. Since the University's coaching staff had unfettered, free access to the hunting land at issue, the University was uncertain whether the hunting trip constituted a violation. *See* Exhibit 7-1, 9/30/16 Email from [NCAA Investigator 1] and Attachment. With respect to Allegation No. 7-(b), while the specific claims of staff involvement were not corroborated by available phone records or additional testimony, [Student-Athlete 49's] access to the land as a student-athlete was a violation with or without such involvement.

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.5.4 regarding Kiffin's involvement in Allegation No. 8.*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 8: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 8. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University agrees that Allegation No. 8 is supported by credible and persuasive factual information and that a violation of NCAA legislation occurred.[33] The violation is more appropriately classified as Level III based upon applicable precedent.

As set forth in the table attached as Exhibit 8-1, Summary Table of Violations, the NCAA has routinely processed the impermissible provision of meals, lodging, and even transportation to a prospect's guests during official visits as Level III. This is especially true where the benefits were provided inadvertently. Moreover, the enforcement staff has classified official visit violations as Level III in cases involving significantly higher combined cash values. For example, in Case No. 377545, the enforcement staff classified a violation involving impermissible travel arrangements as secondary even though the benefits were valued at $1,409.20 and $503.80. Likewise, the enforcement staff chose Level III classification in Case No. 853006, which involved official visit transportation expenses valued at $1,467.30 and $1,596.14. There is no reason to deviate from this established precedent.

9. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(b) and 13.2.1.1-(f) (2012-13, 2013-14 or 2014-15 and 2015-16)]

It is alleged that between January 25 and 27, 2013, and between March 28, 2014, and January 31, 2016, Chris Kiffin (Kiffin), then assistant football coach, and Barney Farrar (Farrar), then assistant athletic director for high school and junior college relations for football, respectively, arranged approximately $2,800 in impermissible recruiting inducements in the form of free merchandise from [Booster 8][34] a representative of the institution's athletics interests, for two then football prospective student-athletes and a then family member of another then football prospective student-athlete. Specifically:

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[33] The allegation was generally corroborated by: (1) the testimony of former assistant football coach Chris Kiffin; and (2) the testimony of [Student-Athlete 1]. But the factual information spreadsheet mischaracterizes Kiffin's testimony on this topic. That chart suggests that Kiffin described [Family Member 3] as [Student-Athlete 1's] "biological father." While the factual information spreadsheet's summary accurately reflects Branden Wenzel's interpretation of Kiffin's words, both Wenzel and Kiffin confirm that Kiffin's exact words were "real dad," not "biological father." Kiffin's exact words are relevant to a complete understanding of how these violations occurred. *See infra*, Allegation No. 21 (detailing innocent basis for miscommunication and University's detection of the violation through monitoring of its official visit paperwork).

[34] *[Booster 8] is a retailer located in Oxford, Mississippi, that specializes in selling merchandise associated with the institution. [Booster 9], a representative of the institution's athletics interests, is the founder and president of the business. [Booster 8] is a*

a. Between January 25 and 27, 2013, Kiffin arranged for [Family Member 1], then football prospective student-athlete [Student-Athlete 1's] mother's then boyfriend, to receive approximately $400 worth of free merchandise from [Booster 8] during [Student-Athlete 1's] official paid visit. Kiffin arranged the impermissible inducements by directing [Family Member 1] to [Booster 8] on this occasion with the understanding that [Family Member 1] would receive free merchandise. [NCAA Bylaws 13.2.1, 13.2.1.1-(b) and 13.2.1.1-(f) (2012-13)]

b. On one occasion between March 28 and November 30, 2014, Farrar arranged for then football prospective student-athlete [Student-Athlete 39] to receive approximately $400 worth of free merchandise from [Booster 8] in conjunction with an unofficial visit. Farrar arranged the impermissible inducements by directing [Student-Athlete 39] to [Booster 8] on this occasion with the understanding that [Student-Athlete 39] would receive free merchandise. [NCAA Bylaws 13.2.1, 13.2.1.1-(b) and 13.2.1.1-(f) (2013-14 or 2014-15)]

c. On four occasions between September 4, 2015, and January 31, 2016, Farrar arranged for then football prospective student-athlete [Student-Athlete 40] to receive approximately $500 worth of free merchandise from [Booster 8] during recruiting visits to the institution. Farrar arranged the impermissible inducements by directing [Student-Athlete 40] to [Booster 8] on these occasions with the understanding that [Student-Athlete 40] would receive free merchandise. The combined monetary value of merchandise [Student-Athlete 40] received from [Booster 8] was approximately $2,000. [NCAA Bylaws 13.2.1, 13.2.1.1-(b) and 13.2.1.1-(f) (2015-16)]

Level of Allegation No. 9: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 9 is a severe breach of conduct (Level I) because the alleged violations (1) were not isolated or limited; (2) provided, or were intended to provide, a substantial or extensive recruiting, competitive or other advantage; (3) provided, or were intended to provide, substantial or extensive impermissible benefits; (4) involved benefits provided by a representative of the institution's athletics interests intended to secure, and/or which resulted in, the enrollment of prospective student-athletes; (5) included third-party involvement in recruiting violations that institutional officials knew or should have known about; and (6) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1, 19.1.1-(f) and 19.1.1-(g) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to Bylaw 19.9.5.4 regarding the following individuals' involvement in Allegation No. 9: Farrar and Kiffin.*[35]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 9: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 9. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University disputes Allegation No. 9 in its entirety. The enforcement staff's principal basis for this allegation is that three individuals claim to have received free apparel from [Booster 8], with the implication being that, if three people say the same, general thing, then that thing must be true. Yet, there is no proof that corroborates the claims of [Family Member 1], [Student-Athlete 39], or [Student-Athlete 40] that each of them received free merchandise from [Booster 8], much less at the direction of a football staff member. Not a single witness corroborates these claims – in fact, every other witness denies it, including

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representative of the institution's athletics interests pursuant to NCAA Bylaws 13.02.14(c) and 13.02.14-(e) (2012-13, 2013-14 or 2014-15 and 2015-16).

[35] *This allegation forms part of the bases for the violations detailed in Allegation Nos. 20 and 21.*

those closest to the prospects and without University affiliation. [Booster 8] purchase records from the specific dates [Student-Athlete 39] and [Student-Athlete 40] claim to have received hundreds of dollars of merchandise also objectively disprove their claims. Finally, it is important to note that the enforcement staff previously investigated the [Family Member 1] and [Student-Athlete 40] allegations and did not find them sufficiently credible to support an allegation. [Student-Athlete 39's] claims are no different.

A. Allegation No. 9-(a) – [Family Member 1]

[Family Member 1's] claims regarding [Booster 8] were exhaustively investigated in the summer of 2015; the enforcement staff declined to bring an allegation based upon [Family Member 1's] assertions since the vast majority of the evidence contradicted or rebutted his claims. That evidence has not changed.

All of the allegedly involved individuals denied receiving any merchandise from [Booster 8]:

- **[Family Member 2]:** [Family Member 2] reported that: (1) no one from the football staff directed her to [Booster 8] for the purpose of receiving free merchandise; (2) she and [Family Member 1] only bought "[s]omething small"; and (3) neither she nor [Family Member 1] received any merchandise without paying for it ("He paid for it – whatever it was, we bought. He paid for it."). FI No. 197 at 40-45, [Family Member 2] 8/06/15 transcript.

- **[Student-Athlete 1]:** [Student-Athlete 1] denied [Family Member 1's] claims that: (1) Kiffin told the family to go to [Booster 8] for the purpose of receiving free merchandise; (2) [Student-Athlete 1] went to [Booster 8] on Sunday without [Family Member 1]; and (3) [Family Member 1] did not pay for the items they purchased ("We went in there . . .and [Family Member 1] bought me the hat."). FI No. 208 at 15-17, [Student-Athlete 1] 8/11/15 transcript.

- **[Family Member 3] and [Family Member 4]:** [Family Member 3] stated he left Oxford at around 11:00 a.m. on Sunday morning (*i.e.*, immediately or soon after a recruiting event held at Freeze's house) and he did not receive or purchase any Ole Miss merchandise during [Student-Athlete 1's] official visit. FI No. 63 at 25 and 27, [Family Member 3] 5/08/13 transcript.

- **Chris Kiffin:** Kiffin explained that he encouraged recruits to go see [Booster 8] because it is the largest retail store in the area and helps get them excited about the University, but he did not make any arrangements or otherwise communicate with [Booster 8's] owner, [Booster 9], about [Student-Athlete 1] or his family. FI No. 199 at 20, Chris Kiffin 8/06/15/ transcript. Kiffin also denied asking [Booster 9] to provide free merchandise to [Student-Athlete 1], [Family Member 1], or anyone else in [Student-Athlete 1's] party. *Id.* at 17-21.

- **[Booster 9]:** Like Kiffin, [Booster 9] confirmed that there was no arrangement to provide free merchandise to recruits like [Student-Athlete 1]. He also recalled meeting [Family Member 1] and [Family Member 2] during their visit and provided details about their conversation, which did not touch on extra benefits but focused on common life experiences, such as how [Family Member 1's] military experience compared with that of [Booster 9's] son. Finally, [Booster 9] confirmed that there was no way that [Family Member 1] or anyone else could have taken merchandise out of his store without paying for it unless he approved it or there was theft involved. FI No. 206 at 22-26, [Booster 9] 8/11/15 transcript.

Key details of [Family Member 1's] story are unsupported by the factual record. [Family Member 1] asserts that Kiffin made arrangements with [Booster 9] prior to his arrival at [Booster 8]. There is no record of ***any*** communication between Kiffin and [Booster 9] in the several months leading up to the weekend of [Student-Athlete 1's] official visit and only one phone call in the months following. FI No. 358. Further, [Family Member 1] has never provided any evidence that he ever possessed the clothing he supposedly received from [Booster 8]. During his four interviews, [Family Member 1] never provided or offered to show the enforcement staff any of the alleged apparel that he and [Family Member 2] allegedly received for free. The Committee should find that Allegation No. 9-(a) is unsupported by the factual record.

B. <u>Allegation No. 9-(b) – [Student-Athlete 39]</u>

[Student-Athlete 39's] allegations about [Booster 8] are among the least general that he made during his three interviews, as he provided a relatively detailed account of how and when he supposedly received free merchandise. Yet, even then, [Student-Athlete 39's] accounts were inconsistent from interview to interview. In one interview, [Student-Athlete 39] claims he was given this credit-card-sized card. In another, he claims the individual who took him to the store possessed a similar card with "$400 on it." *Compare* FI No. 232 at 14, [Student-Athlete 39], 8/10/16 transcript ("I had – when I got there, there was like this guy and I want to say they gave me like this gift card, which I seen it but I never actually touched it. So he had it already and once I got my gear, they just, you know they handled it how they handled it, I guess."); *with* FI No. 265 at 85 [Student-Athlete 39] 11/18/16 transcript ("Yeah, I had a card. The card had a 400 on there.... I just know I gave 'em the card.… And I didn't get the card back either.").

Either way, what [Student-Athlete 39] described did not happen. [Booster 9], [Booster 8's] owner, explained that there are a limited number of ways in which merchandise can leave his store aside from outright theft, and none that do not require the customer's direct and immediate payment. [Booster 9] said that a customer like [Student-Athlete 39] could possibly have purchased merchandise with a [Booster 8] gift card (a plastic swipe card that it is about the size of a credit card) or with a pre-paid credit card. FI No. 270 at 64, [Booster 9] 11/30/16 transcript; FI No. 317, Summary of [Booster 9] Information. Both options would result in the type of transaction [Student-Athlete 39] described. [Booster 8], however, has only three gift cards

in an amount more than $250 and its records confirm that none of these three gift cards were redeemed in the summer of 2014. *See* Exhibit 9-1, Affidavits and Records from [Booster 8]. Further, the [Booster 8] transaction log for July 18-19, 2014, does not reflect any transactions utilizing a pre-paid credit card or any transactions over $300 that included the purchase of the baseball jersey(s) [Student-Athlete 39] claims to have purchased.[36] *See* Exhibit 9-1; Exhibit 9-2, July 18-19, 2014, Transactions Records.

[Student-Athlete 39] also provided his detailed and specific recollection of the cashier removing security tags from the clothing items he selected. But [Booster 8] never used security clips on merchandise, indicating that [Student-Athlete 39's] memory is at best faulty or what he alleged did not happen. FI No. 270 at 62-63, [Booster 9] 11/30/16 transcript, ("We don't even have security clips. There's no security clips on any product in that [store] – ... Not one item.").

Moreover, like [Family Member 1], there is no evidence that [Student-Athlete 39] ever possessed the "shorts … sweatpants … T-shirts … [and] baseball jerseys" he allegedly received from [Booster 8]. [Student-Athlete 39] admitted in his third interview that he does not have any documentary evidence of having possessed those items. FI No. 284 at 65, [Student-Athlete 39] 12/13/16 transcript. And [Student-Athlete 39's] closest friends, [Family Member 11], [Family Member 12] and [Student-Athlete 46], who went with him on unofficial visits to Oxford and elsewhere, never saw him with a bag of clothing from [Booster 8] or otherwise wearing the specific merchandise he claims to have received. FI No. 244 at 61-62, [Family Member 11] 10/24/16 transcript; FI No. 246 at 26 and 34, 10/15/16 [Family Member 12] transcript; FI No. 266 at 76, [Student-Athlete 46] 11/18/16 transcript.

Finally, [Student-Athlete 39] asserts that he gave most of his [Booster 8] clothing away to [Student-Athlete 39's Friend], who lives in [Location 12]. [Student-Athlete 39's Friend] did not respond to the enforcement staff's request for an interview, and the University is unaware of [Student-Athlete 39] requesting that [Student-Athlete 39's Friend] produce the items. Although [Student-Athlete 39's Friend] has a prodigious

[36] Based upon the collective force of [Student-Athlete 39's] testimony that he went alone to [Booster 8], that he would not have left his friends for a long period of time, that he came to Oxford alone on July 18-19, 2014, and that the same weekend was generally a match for what he described, the University has focused on those particular dates. [Student-Athlete 39] has not suggested any other dates or indicated any other times when he might have gone to [Booster 8].

social media presence, and [Student-Athlete 39] claims that [Student-Athlete 39's Friend] was a fan of the University's football team, the University has been unable to locate a single photograph of [Student-Athlete 39's Friend] wearing any of the clothing items that [Student-Athlete 39] allegedly gave him. *See* Exhibit 9-3, Facebook.com Capture. There is nothing in the record from [Student-Athlete 39's Friend] to corroborate [Student-Athlete 39's] statements that his [Booster 8] gear was either lost or handed over to his friend. Given this dearth of evidence, the Committee should find that Allegation No. 9-(b) is not supported by the factual record.

C. Allegation No. 9-(c) – [Student-Athlete 40]

[Student-Athlete 40's] basic assertion is that on approximately four (of his eight) visits to Oxford, he took home $500 worth of clothing and other items from [Booster 8]. Setting aside the facial implausibility of such a claim, [Booster 8] has checked its sales logs for the entire weekend of [Student-Athlete 40's] official visit (the only specific time [Student-Athlete 40] alleged he received free gear), and there were only three transactions of more than $300 between January 29-31, 2016.[37] *See* Exhibit 9-4, Transactions Records. None of these transactions appears fairly attributable to [Student-Athlete 40].

Further, every neutral or disinterested witness who was asked about [Student-Athlete 40's] claims not only fails to corroborate them, but adamantly denies them. [High School Coach 1], [Student-Athlete 40's] high school coach who [Student-Athlete 40] claimed took him on most of his visits to Oxford, was unequivocal: [Student-Athlete 40] never received (or purchased) any items from [Booster 8] – save a baseball cap and shirt [High School Coach 1] purchased for him – on any of their trips. *See* Exhibit 9-1 at RR 000895-000896, Affidavit of [High School Coach 1]. [Student-Athlete 40's] claims are further rebutted by other student-athletes, including recruits from his class, who denied having received any free merchandise from [Booster 8]. [Student-Athlete 40] alleged that "probably everybody" on his official visit weekend went to [Booster 8] and received merchandise to wear on signing day. FI No. 225 at 21, [Student-Athlete 40] 2/13/16

[37] [Student-Athlete 40] was never asked during his interview to specify what type of clothing, gear or goods he (and others) supposedly received on which visit(s), but an analysis of the three transactions over $300 from his official visit weekend raises doubt that any of the purchases – both in size and type – were made by a young, male weighing 260+ pounds.

transcript. One high-profile prospect who signed with [Institution 10], [Student-Athlete 42],[38] was part of the group of 20 prospects that took an official visit the same weekend as [Student-Athlete 40]. [Student-Athlete 42] confirmed that he went to [Booster 8] during his visit but was clear that he paid for the merchandise he bought there:

> NCAA: [Booster 8] didn't hook you up with anything?
>
> [Student-Athlete 42]: No, sir, I mean, I haven't – I mean, I – because, you know, you know what I mean, I don't really know where I was going at the time, so, I mean, I just don't want get so much gear but, I mean, I did get the pullover and joggers that I did get.
>
> NCAA: And you said you bought that yourself?
>
> [Student-Athlete 42]: Yes, sir, I did.

FI No. 224 at 19, [Student-Athlete 42] 2/12/16 transcript. [Student-Athlete 42's] recollection is not unique. Fifteen former and current student-athletes and parents were asked about [Booster 8] over the course of this investigation and uniformly denied anything improper occurred.

Name	Designation (Recruiting Class)	Relationship Status (Current/Former)	Institution When Interviewed	Denied Allegation
[Student-Athlete 42]	Student-athlete (2016)	Current	[Institution 10]	✓
[Student-Athlete 43]	Student-athlete (2016)	Current	University	✓
[Student-Athlete 44]	Student-athlete (2016)	Current	University	✓
[Student-Athlete 45]	Student-athlete (2015)	Current	University	✓
[Student-Athlete 41]	Student-athlete (2015)	Current	University	✓
[Student-Athlete 46]	Student-athlete (2015)	Current	[Institution 10]	✓
[Student-Athlete 47]	Student-athlete (2014)	Current	University	✓
[Student-Athlete 48]	Student-athlete (2013)	Former	University	✓
[Student-Athlete 49]	Student-athlete (2013)	Former	[Institution 11]	✓
[Student-Athlete 50]	Student-athlete (2013)	Former	University	✓

[38] [Student-Athlete 42] was a five-star prospect on Rivals.com, Scout.com, and 247Sports.com. [Student-Athlete 40] was listed as a three-star prospects on the same websites.

[Student-Athlete 1]	Student-athlete (2013)	Former	University	✔
[Family Member 11]	Friend/cousin of [Student-Athlete 39] (2015)	Current	[Institution 10]	✔
[Family Member 12]	Friend/cousin of [Student-Athlete 39] (2015)	Current	[Institution 10]	✔
[Family Members 3 and 4]	Parents* of [Student-Athlete 1] (2013)	Former	University	✔
[Family Member 2]	Mother of [Student-Athlete 1] (2013)	Former	University	✔

Lastly, like [Family Member 1] and [Student-Athlete 39], there is no evidence of the merchandise that [Student-Athlete 40] claims to have received. No photographs of the merchandise; no statements of others confirming [Student-Athlete 40's] large collection of University-branded clothing; and no physical proof of that merchandise. It is possible that [Student-Athlete 40] somehow lost or gave away these items before his interview – the enforcement staff did not document or ask to see any of the clothing items – but the more likely scenario is that this merchandise never existed.

* * *

The enforcement staff finds support for this allegation in the fact that three independent individuals claim that [Booster 8] provided inducements to University recruits. That interpretation of the factual record is misguided. [Family Member 1], [Student-Athlete 39], and [Student-Athlete 40] each tell a substantially different story about what allegedly happened, and each story suffers obvious and substantiated factual inconsistencies and errors. Each claim is directly contradicted by [Booster 8], by their own friends or family, and, most importantly, by objective documentary evidence. The enforcement staff originally abandoned the individual claims by [Family Member 1] and [Student-Athlete 40] – and understandably so. The allegations only fare worse collectively. The Committee should therefore reject Allegation No. 9 in its entirety.

10. [NCAA Division I Manual Bylaw 16.11.2.1 (2012-13)]

It is alleged that during the summer of 2013, Chris Kiffin (Kiffin), then assistant football coach, provided impermissible extra benefits in the form of two nights' free lodging at his residence to then football student-athlete [Student-Athlete 1]. The monetary value of the lodging was approximately $33.

Level of Allegation No. 10: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 10 is a breach of conduct (Level III) because the alleged violations (1) provided, or were intended to provide, no more than a minimal recruiting, competitive or other advantage; (2) provided, or were intended to provide, no more than minimal impermissible benefits; and (3) were isolated or limited. [NCAA Bylaws 19.1.3, 19.1.3-(a) and 19.1.3-(b) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.8-(i) regarding Kiffin's involvement in Allegation No. 10.*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 10: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 10. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University agrees that Allegation No. 10 is supported by credible and persuasive factual information, a violation of NCAA legislation occurred, and the violation is classified appropriately as Level III.[39]

11. [NCAA Division I Manual Bylaw 16.11.2.1 (2012-13 and 2013-14)]

It is alleged that between June 7, 2013, and May 27, 2014, [Booster 6], a then representative of the institution's athletics interests,[40]15 provided impermissible extra benefits in the form of 12 nights' free lodging in Oxford, Mississippi, to [Family Member 2], mother of then football student-athlete [Student-Athlete 1], and [Family Member 1], [Family Member 2's] then boyfriend. The monetary value of the lodging was approximately $2,253. Specifically:

a. On the nights of June 7 and 8, 2013, [Booster 6] provided [Family Member 2] and [Family Member 1] with free hotel lodging at [Third Party Business 1] in Oxford [Third Party Business 1] that he owns. The monetary value of the lodging was approximately $280. [NCAA Bylaw 16.11.2.1 (2012-13)]

b. Between October 26 and November 16, 2013, [Booster 6] provided [Family Member 2] and [Family Member 1] with three nights' free hotel lodging at [Third Party Business 1]. The combined monetary value of the lodging was approximately $938. The provision of this lodging coincided with three home football games at the institution. [NCAA Bylaw 16.11.2.1 (2013-14)]

c. On the night of March 8, 2014, [Booster 6] provided [Family Member 2] and [Family Member 1] with free hotel lodging at [Third Party Business 1]. The monetary value of the lodging was approximately $128. [NCAA Bylaw 16.11.2.1 (2013-14)]

d. On the nights of April 4 and 5, 2014, [Booster 6] provided [Family Member 2] and [Family Member 1] with free lodging at a residential rental property in Oxford that he owns. The monetary value of the lodging was approximately $303. [NCAA Bylaw 16.11.2.1 (2013-14)]

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[39] This allegation is corroborated by: (1) the against-interest testimony of former assistant coach Chris Kiffin; and (2) the against-interest testimony of then-student athlete [Student-Athlete 1].

[40] *[Booster 6] is a representative of the institution's athletics interests pursuant to NCAA Bylaw 13.02.14-(b) (2012-13 and 2013-14).*

e. On the night of May 10, 2014, [Booster 6] provided [Family Member 2] and [Family Member 1] with free hotel lodging at [Third Party Business 1]. The monetary value of the lodging was approximately $217. [NCAA Bylaw 16.11.2.1 (2013-14)]

f. On the nights of May 25, 26 and 27, 2014, [Booster 6] provided [Family Member 2] and [Family Member 1] with free hotel lodging at [Third Party Business 1]. The monetary value of the lodging was approximately $386. [NCAA Bylaw 16.11.2.1 (2013-14)]

Level of Allegation No. 11: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 11 is a severe breach of conduct (Level I) because the alleged violations (1) were not isolated or limited; (2) provided, or were intended to provide, a substantial or extensive impermissible benefit; and (3) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaw 19.1.1 (2016-17)]*

Involved Individual(s): *None.*[41]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 11: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 11. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University agrees that Allegation No. 11 is supported by credible and persuasive factual information, a violation of NCAA legislation occurred, and the violation is classified appropriately as Level I.[42]

12. [NCAA Division I Manual Bylaw 13.1.1.1 (2013-14)]

It is alleged that on December 3, 2013, Hugh Freeze (Freeze), head football coach, made an impermissible in-person, off-campus recruiting contact with then football prospective student-athlete [Student-Athlete 39] at [High School 4] in [Location 9]. Specifically, Freeze engaged in a five-to-10-minute in-person recruiting contact with [Student-Athlete 39], then a high school junior, at [High School 4].

Level of Allegation No. 12: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 12 is a breach of conduct (Level III) because the alleged violation (1) was isolated or limited and (2) provided no more than a minimal recruiting, competitive or other advantage. [NCAA Bylaws 19.1.3, 19.1.3-(a) and 19.1.3-(b) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.8-(i) regarding Freeze's involvement in Allegation No. 12.*[43]

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[41] *This allegation forms part of the basis for the violation detailed in Allegation No. 21.*

[42] The allegation was corroborated by: (1) a partial admission by [Booster 6] that, despite his receipt and understanding of rules education from the University, he engaged in prohibited conduct, FI No. 222 at 30-32, [Booster 6] 9/03/15 transcript; (2) Facebook messages between [Booster 6] and [Family Member 1], FI No. 71; (3) [Family Member 1's] financial records, FI Nos. 23, 26, 67, 95, and 149; and (4) a hotel receipt indicating that [Family Member 1] received a complimentary room at [Third Party Business 1] on November 16, 2013. *See* Exhibit 11-1; FI No. 188 at 20-23, [Family Member 1] 7/09/15 transcript; *see also* FI Nos. 107, 127. The University has accordingly disassociated [Booster 6], prohibited him from attending home athletics events, and restricted his entrance to all athletic facilities.

[43] *This allegation forms part of the bases for the violations detailed in Allegation Nos. 20 and 21.*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 12:
The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 12. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.

RESPONSE: The University disputes Allegation 12 in its entirety. In addition to head football coach Hugh Freeze, who denied any wrongdoing, this allegation is contradicted by the testimony of the only disinterested witness involved. As such, there is no factual basis to support a finding.

[Student-Athlete 39] alleged that he had a lengthy interaction with Freeze on December 3, 2013, and that Freeze attempted to recruit him during this meeting. [Student-Athlete 39's] recollection of exactly how long his interaction with Freeze supposedly lasted varied from interview to interview. First, [Student-Athlete 39] said the meeting lasted approximately 20-30 minutes. FI No. 232 at 42, [Student-Athlete 39] 8/10/16 transcript. Next, he said the meeting was "just" 10 minutes. FI No. 265 at 122, [Student-Athlete 39] 11/18/16 transcript. Cutting against his own credibility, [Student-Athlete 39] also conceded in his second interview that the meeting was not too long because Freeze "couldn't talk to me too much." *Id.* at 122. Freeze disputes [Student-Athlete 39's] account, claiming that the interaction lasted about a minute and did not extend beyond a basic greeting and a statement that he could not engage in recruiting at that time. FI No. 288 at 163, Hugh Freeze 12/20/16 transcript. At least with respect to [Student-Athlete 39] and Freeze, there are significant differences as to what occurred.

But there was a third person present that morning, [Student-Athlete 39's] high school football coach, [High School Coach 2]. [High School Coach 2], who was indirectly responsible for the meeting, described the interaction between Freeze and [Student-Athlete 39] as short and unplanned. [High School Coach 2] explained that: (1) he called [Student-Athlete 39] to his office on an unrelated issue; (2) Freeze happened to be in [High Scholl Coach 2's] office by the time [Student-Athlete 39] arrived; (3) and the interaction was brief. FI No. 289, [High School Coach 2] 12/22/16 transcript. These facts do not support finding a violation.

[High School Coach 2's] testimony about the length of the interaction is particularly telling. Asked to describe the interaction, [High School Coach 2] initially recalled that it was "very brief," "a minute" or "a

minute or two" – because [Student-Athlete 39] "had to move on to class."[44] *Id.* at 20 ("I remember it being a very brief occasion, a short meeting."). [High School Coach 2] recalled that [Student-Athlete 39's] "very brief" interaction with Freeze was not related to recruiting and was no different than [Student-Athlete 39's] permissible interactions with other coaches around the same time: "Just basically an introduction[.] . . . Just same thing every school would say when they came through." *Id.* at 23; *see also id.* at 26 ("I don't remember there being any scholarship offers made in my office in any shape, form or fashion.").

[High School Coach 2's] account is dispositive. Because [Student-Athlete 39's] account varied dramatically from interview to interview, has not been corroborated, and was refuted by two witnesses (one of whom is disinterested), the Committee should dismiss Allegation No. 12.

13. NCAA Division I Manual Bylaw 13.1.1.1 (2013-14)]

It is alleged that on May 8, 2014, Chris Kiffin (Kiffin), then assistant football coach, made an impermissible in-person, off-campus recruiting contact with then football prospective student-athletes [Student-Athlete 4] and [Student-Athlete 3] at [High School 1] in [Location 3]. Specifically, Kiffin engaged in a 10-minute in-person recruiting contact with [Student-Athlete 3] and [Student-Athlete 4], then high school juniors, at [High School 1].

Level of Allegation No. 13: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 13 is a breach of conduct (Level III) because the alleged violations (1) were isolated or limited and (2) provided no more than a minimal recruiting, competitive or other advantage. [NCAA Bylaws 19.1.3, 19.1.3-(a) and 19.1.3-(b) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.8-(i) regarding Kiffin's involvement in Allegation No. 13.*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 13: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 13. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University agrees that Allegation No. 13 is supported by credible and persuasive factual information, a violation of NCAA legislation occurred, and the violation is classified appropriately as Level III.[45]

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[44] When pressed by the enforcement staff about [Student-Athlete 39's] allegation of a 10-minute meeting, [High School Coach 2] continued to disagree, asserting that the entire interaction with Freeze was, at its longest, "[t]hree to five" minutes. *Id.* at 27.

[45] The allegation is corroborated by: (1) the testimony of former assistant coach Chris Kiffin; (2) the testimony of [Student-Athlete 4]; and (3) the testimony of [Student-Athlete 3]. The details of the swift institutional response upon learning of the violation are detailed, *infra*, in response to Allegation No. 21.

14. [NCAA Division I Manual Bylaws 13.1.2.1, 13.1.2.5, 13.2.1, 13.5.3, 13.7.2.1 and 13.7.2.1.2 (2013-14 and 2014-15); and 13.6.7.7 and 13.6.8 (2014-15)]

It is alleged that between March 28, 2014, and January 25, 2015, Barney Farrar (Farrar), then assistant athletic director for high school and junior college relations for football, arranged approximately $2,272 in impermissible recruiting inducements in the form of transportation and/or free hotel lodging for then football prospective student-athletes [Student-Athlete 41] and [Student-Athlete 39], as well as [Student-Athlete 39's] friends and family.

Additionally, Farrar at times used individuals outside the football staff to arrange the transportation and lodging. Further, the football program provided approximately $235 in free meals to [Student-Athlete 41], [Student-Athlete 39] and [Student-Athlete 39's] friends and family during recruiting visits. Specifically:

a. On one occasion between March 28 and 30, 2014, the football program provided free meals to [Student-Athlete 39], his mother and stepfather in conjunction with an unofficial visit. The combined monetary value of the meals was approximately $45. [NCAA Bylaws 13.2.1 and 13.7.2.1.2 (2013-14)]

b. Between June 5 and 7, 2014, Farrar arranged for [Booster 13],[46] a representative of the institution's athletics interests, to provide roundtrip transportation between [Location 9] and Oxford, Mississippi, (approximately [Distance 3]) to [Student-Athlete 39] in conjunction with an unofficial visit and summer football camp at the institution. The monetary value of the transportation was approximately $121. [NCAA Bylaws 13.1.2.1, 13.1.2.5, 13.2.1 and 13.5.3 (2013-14)]

c. Between July 19 and 20, 2014, Farrar arranged for [Booster 12],[47] a representative of the institution's athletics interests, to provide [Student-Athlete 39] with transportation from [Location 10], to Oxford (approximately [Distance 4]) and from Oxford to [Location 9] (approximately [Distance 5]) in conjunction with an unofficial visit and summer football camp at the institution. Additionally, the football program provided free meals to [Student-Athlete 41] and [Student-Athlete 39] on this occasion. The combined monetary value of the inducements was approximately $97. [NCAA Bylaws 13.1.2.1, 13.1.2.5, 13.2.1 and 13.5.3 (2013-14)]

d. Between August 15 and 17, 2014, Farrar arranged for [Booster 13] to provide [Student-Athlete 39] and [Family Member 11], [Student-Athlete 39's] cousin, with roundtrip transportation between [Location 9] and Oxford in conjunction with an unofficial visit to the institution. Farrar also arranged for [Booster 13] to provide [Student-Athlete 41] with roundtrip transportation between [Town 1] and Oxford, stopping in [Location 9] in between, (approximately [Distance 6]) on this occasion. Additionally, on the nights of August 15 and 16, Farrar arranged free hotel lodging for [Student-Athlete 39] and [Family Member 11] at [Third Party Business 3] in Oxford. Further, the football program provided free meals to [Student-Athlete 39], [Family Member 11] and [Student-Athlete 41] on this occasion. The combined monetary value of the inducements was approximately $455. [NCAA Bylaws 13.1.2.1, 13.1.2.5, 13.2.1, 13.5.3, 13.7.2.1 and 13.7.2.1.2 (2014-15)]

e. On the nights of September 12 and 13, 2014, Farrar arranged free hotel lodging for [Student-Athlete 39] and [Family Member 11] at [Hotel 1] in Oxford in conjunction with an unofficial visit and home football game at the institution. The football program also provided [Student-Athlete 39] and [Family Member 11] free meals on this occasion. The combined monetary value of the inducements was approximately $395. [NCAA Bylaws 13.2.1, 13.7.2.1 and 13.7.2.1.2 (2014-15)]

f. On the night of October 4, 2014, Farrar arranged free hotel lodging for [Student-Athlete 39] and [Family Member 11] at [Hotel 1] in conjunction with an unofficial visit and home football game at the institution. The football program also provided [Student-Athlete 39] and [Family Member 11] free meals on this occasion. The combined monetary value of the inducements was approximately $314. [NCAA Bylaws 13.2.1, 13.7.2.1 and 13.7.2.1.2 (2014-15)]

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[46] [Booster 13] is a representative of the institution's athletics interests pursuant to NCAA Bylaw 13.02.14-(c) (2013-14 and 2014-15).

[47] [Booster 12] is a representative of the institution's athletics interests pursuant to Bylaw 13.02.14-(c) (2013-14 and 2014-15).

g. On the nights of October 31 and November 1, 2014, Farrar arranged free hotel lodging for [Student-Athlete 39] and [Family Member 11] at [Hotel 1] in conjunction with an unofficial visit and home football game at the institution. The football program also provided [Student-Athlete 39] and [Family Member 11] free meals on this occasion. The combined monetary value of the inducements was approximately $438. [NCAA Bylaws 13.2.1, 13.7.2.1 and 13.7.2.1.2 (2014-15)]

h. On the nights of November 28 and 29, 2014, Farrar arranged free hotel lodging for [Student-Athlete 39]; [Family Member 11]; [Family Member 12], [Student-Athlete 39's] cousin; and [Student-Athlete 46], [Student-Athlete 39's] friend and then football prospective student-athlete, in conjunction with an unofficial visit and home football game at the institution. The football program also provided the four of them with free meals on this occasion. The combined monetary value of the inducements was approximately $448. [NCAA Bylaws 13.2.1, 13.7.2.1 and 13.7.2.1.2 (2014-15)]

i. On January 23 and 24, 2015, Farrar arranged for [Family Member 11] to receive two nights' free hotel lodging during [Student-Athlete 39's] official paid visit. Farrar also arranged for [Family Member 11] to receive free meals during [Student-Athlete 39's] official paid visit. The combined monetary value of the inducements was approximately $325. [NCAA Bylaws 13.2.1, 13.6.7.7 and 13.6.8 (2014-15)]

Level of Allegation No. 14: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 14 is a severe breach of conduct (Level I) because the alleged violations (1) provided, or were intended to provide, a substantial or extensive recruiting, competitive or other advantage; (2) provided, or were intended to provide, a substantial or extensive impermissible benefit; (3) involved benefits provided by a staff member intended to secure, and/or which resulted in, the enrollment of prospective student-athletes; (4) were intentional or showed reckless indifference to the NCAA constitution and bylaws; and (5) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1, 19.1.1-(f) and 19.1.1-(h) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to Bylaw 19.9.5.4 regarding Farrar's involvement in Allegation No. 14.*[48]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 14: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 14. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University agrees that Allegations Nos. 14(a)-(d) and 14-(h)-(i) are supported by credible and persuasive factual information and that a violation occurred.[49] The University also agrees that the violation is classified appropriately as Level I. The University disputes that credible and persuasive factual information supports a violation as alleged in Allegations Nos. 14(e)-(g).

[48] This allegation forms part of the bases for the violations detailed in Allegation Nos. 17, 20 and 21.

[49] These sub-parts were corroborated by: (1) the testimony of [Student-Athlete 39's] mother and stepfather; (2) a University meal-attendee list; (3) the testimony of a former University student directly involved; (4) University phone records establishing contact between Barney Farrar and [Booster 12] at pertinent times; (5) the testimony of [Student-Athlete 41], a University student-athlete; (6) a University-secured hotel folio; and (7) the testimony of [Family Member 11], a party directly involved. The University has accordingly disassociated [Booster 13] and [Booster 12], prohibited each from attending home athletics events, and restricted their entrance to all athletic facilities.

A. Allegedly Impermissible Lodging

There is no specific support for any of the free lodging alleged in Allegations Nos. 14-(e)-(g):

- Allegation No. 14-(e) (Lodging the nights of September 12-13, 2014): [Student-Athlete 39] has no recollection of any specifics for this visit, including any memory of his lodging. FI No. 265 at 32, [Student-Athlete 39] 11/18/16 transcript. [Student-Athlete 39's] cousin and close friend, [Family Member 11], was also unable to recall where he or [Student-Athlete 39] stayed this weekend. FI No. 244 at 33, [Family Member 11] 10/24/16 transcript. There is no specific allegation that either stayed at [Hotel 1].[50]

- Allegation No. 14-(f) (Lodging the night of October 4, 2014): [Student-Athlete 39] was unable to recall where he stayed on this single night, admitting that, "[t]o be honest, it was so long ago. I don't remember." FI No. 265 at 43, [Student-Athlete 39] 11/18/16 transcript. According to [Student-Athlete 39], while he might have stayed at [Hotel 1], it was not unusual for him to stay with hometown friends, girls he met, or with student-athletes on his trips to Oxford. *Id.*

- Allegation No. 14-(g) (Lodging the nights of October 31-November 1, 2014): [Student-Athlete 39] would not have been in Oxford on Friday night (October 31, 2014) because his high school team played an away game in [Location 1] that evening. *Id.* at 52. [Student-Athlete 39] previously explained that he drove to Oxford on Friday night after he played in a high school game only once – in August 2014. Further, [Student-Athlete 39] explained that he is "not sure where" he stayed overnight during this specific weekend. *Id.* at 48. [Student-Athlete 39] said he simply did not remember if he stayed at [Hotel 1], a friend's house or a girl's house on this weekend. *Id.*

B. Allegedly Impermissible Meals

Specific support is lacking for the allegations that [Student-Athlete 39] and others received free food for these same weekends. The enforcement staff's only basis for these allegation is [Student-Athlete 39's] general testimony that he and the others "really didn't pay for our meals" during visits, FI No. 232 at 21, [Student-Athlete 39] 8/10/16 transcript, and [Family Member 11's] general testimony that "we either went

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[50] The [Hotel 1] motel clerk who worked the weekends in question asserted that he believes he would have remembered [Student-Athlete 39] if he had checked in as many times as is alleged, and that he did not know [Student-Athlete 39] or any of [Student-Athlete 39's] friends/relatives. FI No. 320 at 11-13 and 18, [Hotel Clerk 1] 2/9/17 transcript. He also stated that [Student-Athlete 39's] description of his check-in process would have been unusual and contrary to his typical practice. *Compare id.* at 8 (clerk would either ask for identification or some other information in the system that the person would know) and 9 (not his practice to allow anyone to check in without having to show identification), *with* FI No. 265 at 55-58, [Student-Athlete 39's] 11/18/16 transcript, ([Student-Athlete 39] checked-in by simply providing his name; no identification required). The check-in policy was confirmed by the motel's owner.

In addition, the clerk was clear that he did not personally know Farrar or [Booster 13] or otherwise know of either of them making room reservations at [Hotel 1]. FI No. 320 at 21-22, [Hotel Clerk 1] 2/9/17 transcript. Similarly, the University has been unable to find any evidentiary link between Farrar and [Booster 13] and [Hotel 1] – specifically, the University's review of Farrar's phone records show no calls to [Hotel 1] at any time. Further, the University Inn, at the institution's request, confirmed it had no reservations or records of stays made for or by Farrar or [Booster 13] (or any other staff member arguably at issue).

and ate at the facility or someone brought us food there while we were there chilling." FI No. 244 at 30, [Family Member 11] 10/24/16 transcript. Neither [Student-Athlete 39] nor [Family Member 11] were asked during their interviews – and there is nothing in the record – to specify what food they supposedly received over the three weekends in Allegations 14-(e)-(g) or how and by whom they were provided.[51]

* * *

In the absence of credible and persuasive evidence supporting the assertion that [Student-Athlete 39] and [Family Member 11] received free lodging at [Hotel 1] and free meals on the dates alleged in Allegations Nos. 14-(e)-(g), those allegations fail.

15. [NCAA Division I Manual Bylaws 13.2.1 and 13.2.1.1-(e) (2013-14 and/or 2014-15)]

It is alleged that between March 28, 2014, and January 25, 2015, [Booster 10], a representative of the institution's athletics interests,[52] provided between $200 and $600 in impermissible recruiting inducements in the form of cash payments and free food and drinks to then football prospective student-athlete [Student-Athlete 39] and [Student-Athlete 39's] friends and family. Specifically, on two or three occasions in conjunction with recruiting visits to the institution, [Booster 10] provided [Student-Athlete 39] with cash payments of between $100 and $200, as well as provided free food and drinks to [Student-Athlete 39], his friends and family.

Level of Allegation No. 15: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 15 is a severe breach of conduct (Level I) because the alleged violations (1) were not isolated or limited; (2) provided, or were intended to provide, a substantial or extensive recruiting, competitive or other advantage; (3) provided, or were intended to provide, substantial or extensive impermissible benefits; (4) involved cash payments and other benefits intended to secure the enrollment of a prospective student-athlete; (5) were intentional or showed reckless indifference to the NCAA constitution and bylaws; and (6) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1, 19.1.1-(f) and 19.1.1-(h) (2016-17)]*

Involved Individual(s): *None.[53]*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 15: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 15. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

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[51] The University requested follow up information about these weekends from [Student-Athlete 39], but the enforcement staff did not ask the questions proposed by the University to clarify [Student-Athlete 39's] testimony, and the Committee denied the University's request to conduct a pre-response interview of [Student-Athlete 39]. Since these allegations still lack the specific testimony needed to assess the veracity of [Student-Athlete 39's] claims despite the University's efforts, the University cannot agree that the proper evidentiary standard has been met.

[52] [Booster 10] is a representative of the institution's athletics interests pursuant to NCAA Bylaw 13.02.14-(b) (2013-14 and/or 2014-15).

[53] This allegation forms part of the basis for the violation detailed in Allegation No. 21.

RESPONSE: The factual record supports the assertion within Allegation No. 15 that [Student-Athlete 39] and his friends went to [Booster 11], an Oxford-area restaurant and bar, on more than one occasion and that [Booster 10], the owner of [Booster 11], had in-person and telephone contact with [Student-Athlete 39]. Although the record is not clear on who provided what, the University also believes that [Student-Athlete 39] and his friends likely received free food and drinks at [Booster 11] on at least one occasion.

But these facts are insufficient to substantiate other aspects of the allegation, particularly with respect to the alleged cash payments, and there are crucial inconsistencies and/or gaps in the factual record that cast significant doubt on [Student-Athlete 39's] general assertions regarding [Booster 10]. The Committee should not ignore these evidentiary gaps and inconsistencies. The University will therefore describe the evidence that supports the allegation as well as those facts that contradict it. As described below, the University does not agree that that the factual information is sufficient to support the allegation that [Booster 10] gave [Student-Athlete 39] multiple cash payments or was responsible for [Student-Athlete 39] and his friends receiving food and drinks at [Booster 11].

A. Evidence That Supports the Allegation

[Student-Athlete 39's] friends and relatives provide the primary support for his claims. [Student-Athlete 39's] cousin and close friend, [Family Member 11], recalls accompanying [Student-Athlete 39] to [Booster 11] on more than one occasion. FI No. 244 at 34-37, [Family Member 11] 10/24/16 transcript. [Family Member 11] identified [Booster 10] and testified that [Booster 10] would talk to [Student-Athlete 39] near the rest of the group and "let [them] get free drinks." *Id.* at 34-35 and 56-57. ("They never – they never walked off from everyone else. They always stayed – stayed tight close by everybody in one spot."). Although the University believes they are mistaken as to the date of the encounter, [Student-Athlete 39's] other cousin and friend, [Family Member 12], and his current teammate at [Institution 10], [Student-Athlete 46], had a similar recollection about visiting [Booster 11] over the November 27-29, 2015, weekend. FI No. 246 at 36-37, [Family Member 12] 10/25/16 transcript; FI No. 266 at 27-39, [Student-Athlete 46] 11/18/16 transcript.

Moreover, using phone records [Booster 10] provided, the University corroborated [Student-Athlete 39's] statement that [Booster 10] had called and texted him in late-January and early-February 2015.[54] These records also show that, contrary to information [Booster 10] provided in his interview, he exchanged several phone calls with members of the University's football coaching staff during this same time period, including multiple calls with former staff member Barney Farrar.[55] *Compare* FI No. 261 at 4, [Booster 10] 11/16/16 transcript, *with* FI No. 366, [Booster 10] Phone Records. As such, there appears to be basic corroboration for [Student-Athlete 39's] story on surface level.

B. Evidence That Contradicts the Allegation

Yet, despite several opportunities to do so, [Student-Athlete 39] cannot recall which of his 10 visits to Oxford included a trip to [Booster 11] and, more importantly, the specific trips during which he supposedly received cash payments or other inducements from [Booster 10]. FI No. 265 at 72, [Student-Athlete 39] 11/18/16 transcript. Instead, [Student-Athlete 39] claimed that he routinely visited [Booster 11] and that [Booster 10] was "usually there" except for one time. *Id.* at 76. But [Student-Athlete 39's] general recollection is not correct.[56] [Booster 10] has produced objective evidence from third parties who confirm that he was not in Oxford or at [Booster 11] on at least five of [Student-Athlete 39's] ten visits. FI Nos. 305-306, FB 7057-7069; *See* Exhibit 15-1, Affidavits. The information [Booster 10] provided is corroborated, at least in part, by [Family Member 11], who said that he only saw [Booster 10] at [Booster 11] twice. FI No. 244

[54] The records confirm [Booster 10] placed one-minute calls to [Student-Athlete 39] on January 31, 2015, and February 3, 2015, and sent one text message to [Student-Athlete 39] on February 3, 2015. This information contradicts statements [Booster 10] made during his interview, when he claimed he did not know who [Student-Athlete 39] was, recall meeting [Student-Athlete 39], or know whether [Student-Athlete 39] had ever been in [Booster 11]. *See* FI No. 261 at 6, [Booster 10] 11/16/16 transcript.

[55] The University is troubled by [Booster 10's] admitted – albeit limited – contacts with [Student-Athlete 39] and by inconsistencies in his interview. Since his interview, [Booster 10] has been involved in an unrelated Level III violation, although he denies knowledge of and culpability for the violation. To ensure [Booster 10] fully appreciates and understands the University's expectation concerning compliance, the University has disassociated him for a period equal to the University's length of probation.

[56] [Student-Athlete 39's] inability to provide specifics on when he was at [Booster 11] and when the supposed inducements were provided led to several requests from the University to the enforcement staff during the course of the investigation. The University hoped to identify specific dates when the cash payments supposedly took place and asked the enforcement staff to press [Student-Athlete 39] for that information. The enforcement staff determined, however, that testimony on those details was not "high value" and did not ask [Student-Athlete 39] questions the University provided designed to elicit that information.

at 36, [Family Member 11] 10/24/16 transcript ("We always went to [Booster 11] but I think I only seen him in there like twice."). If the allegation relies upon [Booster 10's] presence at [Booster 11] during most or all of [Student-Athlete 39's] visits, that reliance is misplaced.[57]

It appears in bringing this allegation that the enforcement staff relies, at least in part, on the testimony of [Family Member 12] and [Student-Athlete 46], both of whom claimed to have witnessed [Booster 10] speaking with [Student-Athlete 39]. The enforcement staff explained that their ability to identify [Booster 10's] photograph bolstered [Student-Athlete 39's] credibility. But [Family Member 12] and [Student-Athlete 46's] testimony is, at best, unlikely to be true. [Family Member 12] and [Student-Athlete 46] supposedly saw [Booster 10] on their single trip to Oxford the weekend of November 27-29, 2015. Objective, independently-corroborated records and reports from unaffiliated individuals confirm that [Booster 10] was out-of-state on both Friday and Saturday nights of that weekend. FI Nos. 305-306; *see also* Exhibit 15-2. In other words, [Booster 10] was not at [Booster 11] when [Family Member 12] and [Student-Athlete 46] were there and could not have given [Student-Athlete 39] $100 to $200 in cash or paid for his food and drinks.[58]

The absence of certain evidence is another reason to doubt [Student-Athlete 39's] claims. [Family Member 11] and [Family Member 12], [Student-Athlete 39's] closest friends and also his cousins, claimed that, due to the length and nature of their relationships with [Student-Athlete 39], they would have expected [Student-Athlete 39] to have told them if he had received illicit cash payments. FI No. 244 at 56-58, [Family Member 11] 10/24/16 transcript; FI No. 246 at 33 and 37, [Family Member 12] 10/25/16 transcript. But [Student-Athlete 39], who suggested that he might have told [Family Member 11] about [Booster 11], never mentioned the alleged payments to either of them. *Compare* FI No. 265 at 73, [Student-Athlete 39] 11/18/16 transcript, ("Uh, I might have mentioned it to [Family Member 11]…. Yeah, [Family Member 11] might've

[57] The University has no way of knowing whether [Student-Athlete 39] went to [Booster 11] on any one of his five visits when [Booster 10] was in Oxford. The enforcement staff asks the Committee to infer that [Student-Athlete 39] was there on at least two of those occasions without any supporting evidence.

[58] It is unclear why the enforcement staff would cite [Family Member 12] as support for this allegation since, despite misidentifying [Booster 10], [Family Member 12] denied that there was anything improper about the interaction he witnessed. [Family Member 12] stated that the man he believed was [Booster 10] "just said hello" to [Student-Athlete 39], and he did not believe that the man gave [Student-Athlete 39] any money. FI No. 246 at 36-37, [Family Member 12] 10/25/16 transcript, ("HG: … From what you saw that night, do you think that guy gave [Student-Athlete 39] any cash that night? [Family Member 12]: No, sir.").

knew about it, yes, sir."), *with* FI No. 244 at 35 and 37, [Family Member 11] 10/24/16 transcript. ("MS: But you never saw – you never saw anyone at [Booster 11] slip [Student-Athlete 39] any money? [Family Member 11]: No. MS: And [Student-Athlete 39] never said anything to you like, hey, he threw me some money? [Family Member 11]: No."). [Family Member 12] was clear about what he expected [Student-Athlete 39] to share and what [Student-Athlete 39's] failure to say anything meant to him:

> HG. In your relationship with [Student-Athlete 39], if [Student-Athlete 39] were getting that kind of money do you think that's something he would have told you about?
>
> [Family Member 12]: Yes, sir.
>
> …
>
> HG: Have you heard from [Student-Athlete 39] or [Family Member 11] or anybody else if that guy [Booster 10] would – has ever given or offered to give [Student-Athlete 39] money?
>
> [Family Member 12]: No, sir.
>
> HG: Do you think that's something you'd know about if it happened?
>
> [Family Member 12]: Yes, sir.

FI No. 246 at 33 and 37, [Family Member 12] 10/25/16 transcript.

Finally, the allegation that [Booster 10] (as opposed to some other source) provided food and drinks to [Student-Athlete 39], [Family Member 11], [Family Member 12], and [Student-Athlete 46] rests upon speculation, as no one testified [Booster 10] provided the food and drinks. [Family Member 12] and [Student-Athlete 46] both recall that their group did not pay for food and drinks over the November 27-29, 2015, weekend and that they saw the owner of [Booster 11] when they were at the bar. But [Booster 10] was not there either night of that weekend. FI No. 246 at 35, [Family Member 12] 10/25/16 transcript ("HG: Do you know if it was free or you just don't know who paid for it? [Family Member 12]: I'm not sure. I just know we got it."); FI No. 266 at 27-39, [Student-Athlete 46] 11/18/16 transcript. As for the other weekends when he possibly went to [Booster 11], [Student-Athlete 39] was clear that, despite his never having to pay, he did not know why or how that happened:

MS: Okay. Do you know how that happened? I mean how they knew that you're [Student-Athlete 39], that's the guy who gets free drinks or whatever?

[Student-Athlete 39]: No.

MS: It just worked out that way, is that right?

[Student-Athlete 39]: Yes, sir.

FI No. 265 at 75, [Student-Athlete 39] 11/18/16 transcript. Thus, no witness specifically asserts that [Booster 10] bought their food or drinks. The allegation, then, is based solely upon an inference of wrongdoing by [Booster 10] that is not supported by the evidence.

* * *

None of the individuals who were interviewed as part of the investigation into [Booster 11] could provide a narrative of what occurred that holds up against scrutiny. A large portion of the testimony is contested or contrary to other, objective documentary evidence. And the alleged payments from [Booster 10] are supported by [Student-Athlete 39's] testimony, which lacks the specificity needed to evaluate his truthfulness. The only specific date of a violation [Student-Athlete 39] could provide is impossible and false. No witness is compelling, [Student-Athlete 39's] story is vague, and the particulars of the alleged inducements are not corroborated. Except for the facts otherwise corroborated by the objective evidence, the factual information cited does not meet the relevant standard of proof sufficient to support this allegation.

16. *[NCAA Division I Manual Bylaws 11.7.2.2 (2013-14); 13.1.2.1, 13.1.2.4-(a), 13.1.2.5 and 13.1.3.5.1 (2013-14 and 2014-15); 13.2.1 and 13.2.1.1-(e) (2013-14 and/or 2014-15)]*

It is alleged that between April 2014 and February 3, 2015, [Booster 14], a representative of the institution's athletics interests,[59] assisted the institution in its recruitment of then football prospective student-athlete [Student-Athlete 39] by engaging in recruiting activities that promoted the institution's football program. [Booster 14's] activities included engaging in impermissible recruiting contact and communication with [Student-Athlete 39] and providing him with between $13,000 and $15,600 in impermissible cash payments. In addition to his recruiting activities, [Booster 14] arranged for [Booster 12], [Booster 14's] employee and a representative of the institution's athletics interests, to make recruiting contact with [Student-Athlete 39] and deliver multiple cash payments. Further, Barney Farrar (Farrar), then assistant athletic director for high school and junior college relations for football, initiated and facilitated [Booster 12] and [Booster 14's] recruiting contact and communication with [Student-Athlete 39], and knew at the time that [Booster 12] and [Booster 14] provided [Student-Athlete 39] with cash payments. Specifically:

[59] *[Booster 14] is a representative of the institution's athletics interests pursuant to NCAA Bylaws 13.02.14-(b) and 13.02.14-(c) (2013-14 and 2014-15).*

a. Between April 2014 and February 3, 2015, [Booster 12] and [Booster 14] engaged in impermissible in-person recruiting contact and telephone communication with [Student-Athlete 39]. Additionally, Farrar initiated and facilitated the impermissible contact and communication. [NCAA Bylaws 11.7.2.2 (2013-14); 13.1.2.1, 13.1.2.4-(a), 13.1.2.5 and 13.1.3.5.1 (2013-14 and 2014-15)]

b. On six or seven occasions between April 2014 and January 2015, [Booster 14] provided [Student-Athlete 39] with cash payments of between $500 and $800 using [Booster 12] as the courier for the payments. The combined monetary value of the payments was between $3,000 and $5,600. Additionally, Farrar knew at the time that [Booster 12] provided [Student-Athlete 39] with cash payments. [NCAA Bylaws 13.2.1 and 13.2.1.1-(e) (2013-14 and/or 2014-15)]

c. On February 3, 2015, [Booster 14] provided [Student-Athlete 39] with $10,000 cash. Additionally, Farrar knew at the time that [Booster 14] provided [Student-Athlete 39] with the cash payment. [NCAA Bylaws 13.2.1 and 13.2.1.1-(e) (2014-15)]

Level of Allegation No. 16: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 16 is a severe breach of conduct (Level I) because the alleged violations (1) were not isolated or limited; (2) provided, or were intended to provide, a substantial or extensive recruiting, competitive or other advantage; (3) provided, or were intended to provide, substantial or extensive impermissible benefits; (4) involved third-parties in recruiting violations that institutional officials knew or should have known about; (5) involved cash payments provided by representatives of the institution's athletics interests intended to secure the enrollment of a prospective student-athlete; (6) were intentional or showed reckless indifference to the NCAA constitution and bylaws; and (7) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1, 19.1.1-(f), 19.1.1-(g) and 19.1.1-(b) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to Bylaw 19.9.5.4 regarding Farrar's involvement in Allegation No. 16.*[60]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 16: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 16. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University agrees that Allegation No. 16-(a) is supported by credible and persuasive factual information and that the impermissible recruiting contacts constitute a Level II violation of NCAA legislation.[61] The University does not agree, however, that there is sufficient credible and persuasive factual support for the Committee to find a violation for Allegations Nos. 16-(b) and 16-(c). The University is troubled by [Booster 14] and [Booster 12's] contacts with [Student-Athlete 39] during his recruitment, and the

[60] *This allegation forms part of the bases for the violations detailed in Allegation Nos. 17, 20 and 21.*

[61] Specifically, Allegation No. 16-(a) is corroborated by: (1) [Student-Athlete 39's] phone records, which confirm multiple contacts with [Booster 12]; (2) [Student-Athlete 39's] ability to describe [Booster 12]; (3) [Student-Athlete 39's] ability to identify the make, model and color vehicles driven by [Booster 12] and [Booster 14] and (4) former off-field staff member Barney Farrar's communication with [Booster 14] and [Booster 12], suggesting that Farrar arranged or at least approved [Booster 14] and [Booster 12's] contacts with [Student-Athlete 39]. In light of this violation, [Booster 14's] involvement in Allegation No. 14, and questions surrounding their overall credibility, the University has dissociated both [Booster 14] and [Booster 12], prohibited them from attending University home athletics events, and restricted their access to all athletics facilities.

University does not find Barney Farrar, [Booster 14], or [Booster 12's] explanations of that involvement credible or persuasive. But the charges in Allegations Nos. 16-(b) and 16-(c) go beyond involvement and contacts. Those allegations assert that [Booster 12] and [Booster 14] provided [Student-Athlete 39] with cash payments with Farrar's knowledge. While the objective evidence affirms [Booster 14] and [Booster 12's] contacts with [Student-Athlete 39], the only evidence of inducements in the form of cash payments is [Student-Athlete 39's] testimony, which is neither corroborated nor consistent. [Student-Athlete 39] contradicted himself, and in several respects the objective evidence or the testimony of others ([Student-Athlete 39's] friends and family) either discredits or disproves his various accounts.

A. Allegation No. 16-(b) – Monthly Payments

In his first interview, [Student-Athlete 39] claimed that a woman named [Name 1] with "goldish" hair who worked for a lawyer named [Name 2] gave him $500 to $800 on six or seven occasions. FI No. 232 at 24-27, [Student-Athlete 39] 8/10/16 transcript. According to [Student-Athlete 39], these payments were made monthly, in person, in or near the [Location 1] area. *Id.* [Student-Athlete 39] explained that the payments were intended to help him care for his daughter, who was born two-to-three months before the meetings began.[62] *Id.* at 34. [Student-Athlete 39] said that he always went alone to meet [Booster 12] and that the only person he would have told about the payments was his cousin and closest friend, [Family Member 11]. *Id.* at 28.

The phone records referenced in response to Allegation No. 16-(a) support [Student-Athlete 39's] claim that he and [Booster 12] first began to communicate in late March 2014 and that this contact continued on an intermittent basis through September 2014. FI No. 295. [Student-Athlete 39] was able to describe [Booster 12's] general physical appearance as well as two of her vehicles. FI No. 232 at 24, [Student-Athlete 39] 8/10/16 transcript; FI No. 265 at 65-66, [Student-Athlete 39] 11/18/16 transcript. [Student-Athlete 39's] basic allegation is therefore plausible on its face.[63]

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[62] [Student-Athlete 39's] daughter was born on [Birth Date]. FI No. 232 at 34, [Student-Athlete 39] 8/10/16 transcript. The payments would have begun in March or April 2014 according to [Student-Athlete 39's] first account. *See id.*

[63] The enforcement staff has apparently concluded, without any direct evidence of what was said between [Student-Athlete 39] and [Booster 12] or other corroboration, that these telephone contacts are proof of [Booster 12] arranging payments. Although these contacts conclusively establish the factual basis for

Yet, [Student-Athlete 39] contradicted his original story. When asked for more details about when these payments allegedly took place, [Student-Athlete 39] shifted the timeline to the fall of 2014, asserting that he did not receive any payments from [Booster 12] before September or October 2014, after he had verbally committed to the University.[64] FI No. 284 at 57-58 [Student-Athlete 39] 12/13/16 transcript. [Student-Athlete 39] also suddenly remembered that his sister [Family Member 10] witnessed one of these payments and allegedly met [Booster 12] when she drove [Student-Athlete 39] to [Location 1] for one meeting. FI No. 265 at 92, [Student-Athlete 39] 11/18/16 transcript. Despite multiple requests from the University, [Family Member 10] has consistently refused to cooperate or provide any objective, documentary evidence in support of her brother.

[Student-Athlete 39's] inability to provide a consistent story, especially considering the extraordinary events he describes, casts doubt over this allegation. No version of [Student-Athlete 39's] story[65] holds up to scrutiny based upon the objective evidence. [Student-Athlete 39's] friends and family did not know about these alleged payments even though [Student-Athlete 39] says he may have discussed them with others. [Student-Athlete 39] said [Family Member 11] was the person he would have most likely told about the money from [Booster 12]. FI No. 232 at 28, [Student-Athlete 39] 8/10/16 transcript. [Family Member 11] said the same thing, agreeing that, if [Student-Athlete 39] had been getting $500 to $800 a month in cash from

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Allegation No. 16-(a), they are not evidence in and of themselves of the substance of the conversations between [Student-Athlete 39] and [Booster 12] or proof that cash payments were made.

[64] The University asked the enforcement staff to confront [Student-Athlete 39] with the proposition that it would be illogical for [Booster 12], [Booster 14], or any other individual supporting the University to give him money while he was committed to play football at [Institution 12] and actively taking visits to that and other institutions besides the University. *See* Exhibit 16-1, Email from University Counsel to Enforcement (December 12, 2016) (including attachment). The enforcement staff did not ask these questions. [Student-Athlete 39's] unprompted change-of-course provides at least a partial answer to that line of inquiry.

[65] Although both stories allege a violation of NCAA rules, this shift in the timeline is important. Because [Student-Athlete 39] does not recall receiving a payment from [Booster 12] in 2015, [Student-Athlete 39] could not have received six or seven monthly payments from [Booster 12] if the payments did not begin until September or October. *See* FI No. 284 at 54, [Student-Athlete 39] 12/13/16 transcript ("All those payments that came from Phyllis later, later in 2014...."), 54-55 (no specific recollection of payments, but suggesting "maybe in January [2015]"). This is especially true if, as [Student-Athlete 39] asserted, there was a temporary pause in the payments. *E.g.*, FI No. 265 at 64-65, [Student-Athlete 39] 11/18/18 transcript (referring to "a certain point when they stopped givin' me money"), 90 ("And then, uh, I stopped gettin' the payments for a while.").

someone, [Student-Athlete 39] would have told him about it.[66] FI No. 244 at 64, [Family Member 11] 10/24/16 transcript. But [Family Member 11] never heard anything about these supposed payments. *Id.* The same is true for [Student-Athlete 39's] other cousin [Family Member 12], who also believed [Student-Athlete 39] would have told him if he had received impermissible payments. But [Family Member 12] never heard [Student-Athlete 39] discuss them. FI No. 246 at 37, [Family Member 12] 10/25/16 transcript.

Likewise, [Student-Athlete 39's] step-father does not recall him ever mentioning [Booster 12] or other University representatives giving him money. Instead, before becoming the focus of this investigation, [Student-Athlete 39] told his step-father that he had been receiving "hundred dollar handshakes" from high school fans around [Location 9] to reward him for Friday night performances. FI No. 240 at 26-27, [Family Member 8] and [Family Member 9] 10/11/16 transcript ("You know, like I said, a lot of people– a lot of people had been giving money, you know, $100, $50, if he plays real well"). [Student-Athlete 39] asserted at the time that he was saving up this money. *Id.*

In addition there is also a gap in the details [Student-Athlete 39] provided or, more accurately, failed to provide. [Student-Athlete 39] cannot state: (1) approximately when and how many times he met [Booster 12] for the purpose of receiving impermissible payments;[67] (2) for each occasion, how he got from his home in [Location 9], to [Location 1], where the payments were allegedly made (*i.e.*, what car he used and who, if anyone, drove him since he didn't have a license); (3) where each of these meetings with [Booster 12] took place;[68] and (4) how much money [Booster 12] provided on each visit. The only person [Student-Athlete 39] put forward who could corroborate any of these facts – his sister – refused to cooperate.[69]

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[66] This refutation of [Student-Athlete 39's] claims to payment is in stark contrast to [Family Member 11's] corroboration of [Student-Athlete 39's] claims of transportation to Oxford by [Booster 13], meeting [Booster 10], and staying at [Third Party Business 3].

[67] [Student-Athlete 39] initially claimed these payments were made on six to seven occasions. By his second interview, there were only four to six payments. *See* FI No. 265 at 90.

[68] [Student-Athlete 39] generically identified a Texaco gas station in [Location 12]. FI No. 265 at 90-91, [Student-Athlete 39] 11/18/16 transcript. He also claimed that he may have met at another undescribed store along the same road as the gas station. *See id.* at 91-92. Later, [Student-Athlete 39] changed his mind to allege that two of the payments may have taken place in his hometown of [Location 9]. *Id.* at 91.

[69] If the enforcement staff relies upon [Student-Athlete 39's] apparent access to money during the relevant time periods as support for this allegation, there are two highly plausible, factually corroborated alternative

Allegation 16-(b) depends exclusively upon [Student-Athlete 39's] testimony. [Student-Athlete 39] has told contradictory stories about what supposedly happened, cannot provide key details that are necessary to assess the truth or falsity of his claims, and has been unable to provide any corroboration from those family and friends supposedly aware or involved. There is not sufficient, credible and persuasive evidence to support a finding with respect to Allegation 16-(b).

B. Allegation No. 16-(c) – $10,000 Payment

Allegation No. 16-(c) is perhaps the most "headline-worthy" claim that [Student-Athlete 39] raised during this investigation – and it is the allegation that is the most refuted or undermined by objective evidence. [Student-Athlete 39] has provided two very different accounts of what supposedly occurred on February 3, 2015, the day he claims to have received $10,000 from [Booster 14], and suggested two different timelines for this event. Both timelines are contradicted in several important ways. As a result, the factual record indicates that [Student-Athlete 39] did not tell the truth about that afternoon.

A major concern with this allegation is [Student-Athlete 39's] inconsistent recollection of the events. In [Student-Athlete 39's] first interview, he discussed in general terms the $10,000 payment he supposedly received from [Booster 14], alleging that [Booster 14] reached out to him, they met the day before signing day, and [Booster 14] provided him a wad of $100 bills. FI No. 232 at 23-26, [Student-Athlete 39] 8/10/16 transcript. In his second interview, however, [Student-Athlete 39] suggested that he reached out to [Booster 14] the day before the payment and specifically asked for $10,000. FI No. 265 at 98, [Student-Athlete 39] 11/18/16 transcript. [Student-Athlete 39] also said that he and [Booster 14] met in a [Third Party Business 1] parking lot soon after he was let out of school and, contrary to his prior description of their interaction, [Booster 14] handed him a bag full of money. *Id.*

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scenarios that explain the source of that money. [Student-Athlete 39's] mother and step-father reported that [Student-Athlete 39] regularly received similar cash from friends and high school fans all around [Location 9]. FI No. 240 at 26-27, [Family Member 8] and [Family Member 9] 10/11/16 transcript. When the enforcement staff ultimately asked [Student-Athlete 39] questions from the University, he confirmed that he received multiple large payments from someone affiliated with another NCAA member institution during the course of his recruitment (*i.e.*, payments separate and apart from the $10,000 payment [Student-Athlete 39] admitted to receiving from another institution). FI No. 284 at 61, [Student-Athlete 39] 12/13/16 transcript. These payments are another possible source of [Student-Athlete 39's] funds.

These internal inconsistencies involving who initiated the contact and the form in which the money was paid cast doubt on [Student-Athlete 39's] story. That story is undermined by changes to his basic description of events. Although [Student-Athlete 39] initially denied having communicated with [Booster 14] at any time following the payment, he later changed his story when the enforcement staff showed him a text message from [Booster 14] to Farrar (not a text to or from [Student-Athlete 39]) dated February 3, 2015, at approximately 4:00 p.m. When presented with the text by the staff, [Student-Athlete 39] claimed to have received the same text message about "an hour or two" *after* meeting with [Booster 14] and receiving the $10,000.[70] *Id.* at 105. Thus, [Student-Athlete 39] claimed he met with [Booster 14] after school and well before the 4:00 p.m. text message. [Student-Athlete 39] stated, however, in this third interview that the payment took place "late in the evening" – around 5:00 to 6:00 p.m. FI No. 284 at 47, [Student-Athlete 39] 12/13/16 transcript. After the enforcement staff informed [Student-Athlete 39] that this new account was inconsistent with his prior testimony and other evidence, [Student-Athlete 39] waffled and added an hour to the window, claiming that the meeting took place sometime between 4:00 and 6:00 p.m., when it was still light outside. *Id.* at 46.

These two accounts – the first involving a payment immediately after school and the second involving a payment several hours later and after [Booster 14] sent Farrar the text – cannot be reconciled. More importantly, neither can be true considering objective evidence.

One such piece of evidence is an e-mail [Booster 14] sent at 2:52 p.m. from his office computer in [Location 13].[71] The e-mail eliminates the possibility that [Student-Athlete 39's] first account is true. The applicable timeline confirms that [Booster 14] could not have made the $10,000 payment to [Student-Athlete

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[70] The staff did not secure [Student-Athlete 39's] phone records until the University requested them after initially learning of [Student-Athlete 39's] allegations. By that time, any record corroborating (or disproving) [Student-Athlete 39's] receipt of that text message was no longer available. The text from [Booster 14] to Farrar, preserved and secured by the University from Farrar's phone, read, "[Student-Athlete 39] I need you to call me immediately. We met and agreed upon things and now I see a former coach of yours on the [Institution 13] board saying he spoke with you after school and you are going to [Institution 13]? What is going on? You swore to me on your daughter. Please call me. You owe me that. Thanks."

[71] An expert review of the "header" affiliated with this e-mail confirms that it could only have been sent from [Booster 14's] office computer. *See* Exhibit 16-2, Affidavit and IP Address Test Results. Specifically, the e-mail header includes specific fields that would not be included on an e-mail sent from a mobile device. *See id.*

39] immediately after [Student-Athlete 39's] last class of the day and then made it back to his office more than 60 miles away in time to send the e-mail:

- According to [Student-Athlete 39's] answers to the enforcement staff's written questions (submitted in lieu of the University's requested fourth interview), [Student-Athlete 39] left school after 1:30 p.m., when his on-line English class started.

- According to [Student-Athlete 39], he drove to [Third Party Business 1] – where he allegedly met with [Booster 14] – a two-plus mile drive that Yahoo.com estimates would take 10 minutes.

- [Student-Athlete 39] claimed that he drove his sister's car to his meeting with [Booster 14]. Assuming [Student-Athlete 39] had access to this vehicle directly from his high school, this would place him in the [Third Party Business 1] parking lot around 1:50 p.m. (allowing [Student-Athlete 39] approximately 10 minutes to leave class, gather his things, exit school, and get to his sister's car).

- [Student-Athlete 39] relayed that the alleged meeting in [Booster 14's] car took approximately 10-15 minutes.

- If [Booster 14] was waiting on [Student-Athlete 39] in the parking lot and the meeting took only 10 minutes, [Booster 14] would have left [Third Party Business 1] at 2:00 p.m.

- [Booster 14] would have had to make the Yahoo.com-estimated 75-minute drive back to his office in Ridgeland, a trip that required [Booster 14] to cross the entire [Location 1] metropolitan area, park, get to his desk, go directly to his e-mail, review the pathology report discussed in the 2:52 p.m. e-mail, and type a message approving its filing – all in just 52 minutes.[72]

A careful review of the objective evidence, even when interpreted most favorably to [Student-Athlete 39], leads to the conclusion that [Student-Athlete 39's] first story is false.

On the other hand, if one takes [Student-Athlete 39's] second timeline at face value, the 4:04 p.m. text message becomes meaningless (assuming [Student-Athlete 39] received it) – or at least it could not logically refer to the $10,000 payment as [Student-Athlete 39] claimed it did – since that message would have been sent *before* the payment allegedly took place. In this scenario, while [Booster 14] could have sent the 2:52 p.m. e-mail, jumped in his car, and made it to [Location 9] by 6:00 p.m., there is no explanation for why he would have stopped during that drive at 4:04 p.m. to send an otherwise meaningless text message. This timeline does not make sense.

Finally, the likelihood that [Student-Athlete 39] received a $10,000 payment from [Booster 14] plus another $10,000 payment from another institution as he claimed in his third interview is significantly undercut

[72] Counsel for [Booster 14] submitted an affidavit further establishing [Booster 14's] inability to make the $10,000 payment on February 3, 2015 as alleged. *See* Exhibit 16-3, Affidavit of [Booster 14's Friend].

by [Student-Athlete 39's] claimed uses of this money.[73] In particular, [Student-Athlete 39] spent $6,885 of the money he received to make a down payment on a Chrysler 300 sedan. FI No. 265 at 118, [Student-Athlete 39] 11/18/16 transcript. In addition to the car down-payment, [Student-Athlete 39] claimed to have provided his mother anywhere from $1,000 to $3,000 towards a down payment on a new home for his family. FI No. 232 at 28, [Student-Athlete 39] 8/10/16 transcript; FI No. 265 at 119, [Student-Athlete 39] 11/18/16 transcript. [Student-Athlete 39] also suggested that he bought shoes and clothes for himself and provided some level of support for his newborn daughter. FI No. 232 at 27 and 34, [Student-Athlete 39] 8/10/16 transcript. By any analysis, these expenses would have quickly exhausted a $10,000 payment.

There is no evidence that [Student-Athlete 39] had access to twice that amount ($20,000 – $10,000 from [Booster 14] and $10,000 from another institution), as he claims. To the contrary, [Student-Athlete 39's] step-father confirms that, after contributing to these two down payments (house and car), [Student-Athlete 39] was unable to make any additional payments on his car note. FI No. 240 at 36-37, [Family Member 8] and [Family Member 9] 10/11/16 transcript. And although [Student-Athlete 39] suggested that he spent a lot of the money on his daughter, his mother's testimony confirmed that most, if not all, of the items [Student-Athlete 39's] supposedly purchased were bought by his mother personally and that he was not regularly contributing to those purchases. *Id.* at 31-32. In other words, after [Student-Athlete 39] spent approximately $10,000, the evidence indicates he was out of money.[74]

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[73] In his first two interviews, the enforcement staff did not ask [Student-Athlete 39] any questions inconsistent with the narrative of University misconduct, even after University requests to explore alternative theories and sources (comments from [Student-Athlete 39] and his counsel made clear that [Student-Athlete 39] had similar violations unrelated to the University). In response to that question in his third interview, [Student-Athlete 39] admitted his receipt of an identical $10,000 payment at about the same time from another institution.

[74] Indeed, if [Booster 14] provided [Student-Athlete 39] with $10,000 and another institution paid him an additional $10,000, [Student-Athlete 39] would have had the resources to purchase the Chrysler sedan outright or would have had plenty of money to make his car payments. But he did neither. Or [Student-Athlete 39] would have continued to make extravagant purchases with the remaining $10,000, but there is no evidence he did so. A close analysis of [Student-Athlete 39's] sources and uses of funds strongly suggests that he had access to $10,000, but no more. [Student-Athlete 39's] eleventh-hour admission regarding a similar payment of $10,000 from someone else undermines his claim that he received $10,000 from [Booster 14].

The curious request for limited immunity – which [Student-Athlete 39] probably did not need because recruiting violations committed by a University booster would not usually render him ineligible at his current institution – raises the possibility that [Student-Athlete 39] was seeking to use the immunity process and his first interview to explain his access to large sums of money around signing day while deflecting questions about the true source of that money and simultaneously harming his team's football rival in a very public way. [Student-Athlete 39's] social media response to the University's video announcing its receipt of the Notice, which seemingly celebrates the negative publicity that followed the announcement, indicates that [Student-Athlete 39] enjoyed causing the University harm:

Setting aside the issue of motive, Allegations 16-(b) and 16-(c) present an important question for the Committee to answer: does an allegation of cash payments need corroboration beyond a general and inconsistent account of wrongdoing from a biased witness for the Committee to find a violation? While the University is troubled by the contacts between [Student-Athlete 39], [Booster 12], and [Booster 14] and by Farrar's role in their involvement, the University suggests that evidence of such contacts cannot, by itself, corroborate [Student-Athlete 39's] claims of cash payments. To find that [Booster 14] and [Booster 12] made cash payments to [Student-Athlete 39] requires some reliable corroboration of those payments, particularly where [Student-Athlete 39's] accounts are void of detail, inconsistent, and untouched by any probing party.

Simply put, there is not sufficient credible and persuasive evidence to support a finding a violation respect to Allegation 16-(b) and (c).

17. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(c) (2013-14, 2014-15 and 2016-17)]

It is alleged that between March 28, 2014, and February 3, 2015, Barney Farrar (Farrar), then assistant athletic director for high school and junior college relations for football, violated the NCAA principles of ethical conduct when he knowingly committed violations of NCAA legislation, including knowingly arranging impermissible recruiting inducements for then football prospective student-athletes. Additionally, on December 1, 2016, Farrar violated the principles of ethical conduct when he knowingly provided false or misleading information to the institution and NCAA enforcement staff regarding his knowledge of and/or involvement in violations of NCAA legislation. Specifically:

a. Regarding Allegation No. 14, Farrar knowingly arranged impermissible transportation and free hotel lodging for then football prospective student-athletes [Student-Athlete 41] and [Student-Athlete 39], as well as [Student-Athlete 39's] friends and family. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(c) (2013-14 and 2014-15)]

b. Regarding Allegation No. 16, Farrar knowingly arranged impermissible recruiting contact and communication between [Student-Athlete 39] and [Booster 12] and [Booster 14], representatives of the institution's athletics interests. Additionally, regarding Allegation No. 16, Farrar knew at the time that [Booster 12] and [Booster 14] provided [Student-Athlete 39] with impermissible cash payments. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(c) (2013-14 and 2014-15)]

c. On December 1, 2016, Farrar knowingly provided false or misleading information when he denied knowledge of and/or involvement in arranging impermissible transportation for [Student-Athlete 39] in conjunction with recruiting visits to the institution. Additionally, Farrar denied knowledge of and/or involvement in arranging transportation for (1) [Student-Athlete 39] in conjunction with the June 5 through 7, 2014, unofficial visit to and summer football camp at the institution; (2) [Student-Athlete 39] in conjunction with the July 19 to 20, 2014, unofficial visit to and summer football camp at the institution; and (3) [Student-Athlete 41] and [Student-Athlete 39] in conjunction with the August 15 through 17, 2014, unofficial visit to the institution. The factual support for Allegation Nos. 14 and 17-a establishes that Farrar knowingly arranged the impermissible transportation for [Student-Athlete 41] and [Student-Athlete 39] on these occasions. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(c) (2016-17)]

d. On December 1, 2016, Farrar knowingly provided false or misleading information when he denied knowledge of and/or involvement in arranging free hotel lodging for [Student-Athlete 39] in conjunction with unofficial visits to the institution August 15 through 17, September 12 through 14, October 4 and 5, October 31 through November 2 and November 28 through 30, 2014. The factual support for Allegation Nos. 14 and 17-a establishes that Farrar knowingly arranged free hotel lodging for [Student-Athlete 39] on these occasions. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(c) (2016-17)]

e. On December 1, 2016, Farrar knowingly provided false or misleading information when he denied knowledge of and/or involvement in (1) arranging impermissible recruiting contact and communication of [Student-Athlete 39] by [Booster 12] and [Booster 14] and (2) [Booster 14] and [Booster 12's] provision of impermissible cash payments to [Student-Athlete 39]. The factual support for Allegation Nos. 16 and 17-b establishes that Farrar knowingly arranged impermissible recruiting contact and communication of [Student-Athlete 39] by [Booster 12] and [Booster 14] and knew at the time that [Booster 12] and [Booster 14] provided [Student-Athlete 39] with impermissible cash payments. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(c) (2016-17)]

Level of Allegation No. 17: *The enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 17 is a severe breach of conduct (Level I) because the alleged violations (1) were not isolated or limited; (2) provided, or were intended to provide, a substantial or extensive recruiting, competitive or other advantage; (3) provided, or were intended to provide, substantial or extensive impermissible benefits; (4) involved unethical conduct; (5) involved third-parties in recruiting violations that institutional officials knew or should have known about; (6) involved cash payments and other benefits provided by a staff member and representatives of the institution's athletics interests*

intended to secure the enrollment of a prospective student-athlete; (7) were intentional or showed reckless indifference to the NCAA constitution and bylaws; and (8) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1, 19.1.1-(d), 19.1.1-(f), 19.1.1-(g) and 19.1.1-(h) (2016-17)]

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.5.4 regarding Farrar's involvement in Allegation No. 17.*[75]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 17: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 17. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: As described in response to Allegations Nos. 16-(b) and 16-(c) above, the record does not support the allegation that [Booster 14] and [Booster 12] made cash payments to [Student-Athlete 39], and the record does not support Allegation 17-(b) to the extent it alleges Farrar knew about those alleged payments. In all other respects, the University agrees that Allegation No. 17 is supported by credible and persuasive factual information, a violation of NCAA legislation occurred, and the violation is classified appropriately as Level I.[76]

18. [NCAA Division I Manual Bylaw 16.11.2.1 (2014-15)]

It is alleged that on or around August 22, 2014, [Booster 5], a then representative of the institution's athletics interests, provided an impermissible extra benefit in the form of $800 cash to [Family Member 1], then stepfather of then football student-athlete [Student-Athlete 1].

Level of Allegation No. 18: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 18 is a severe breach of conduct (Level I) because the alleged violation (1) was intentional; (2) provided, or was intended to provide, a substantial or extensive impermissible benefit; and (3) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1 and 19.1.1-(h) (2016-17)]*

Involved Individual(s): *None.*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 18: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 18. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

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[75] *Subparagraphs a and b of this allegation form part of the bases for the violations detailed in Allegation Nos. 20 and 21.*

[76] The allegation is corroborated by the information outlined in response to Allegations Nos. 14 and 16, which provide a detailed discussion of the evidence demonstrating the extent and scope of Farrar's underlying misconduct, which he denied during his interview. Because of his actions, Farrar's employment with the University ended on December 8, 2016.

RESPONSE: The University agrees that Allegation No. 18 is supported by credible and persuasive factual information, a violation of NCAA legislation occurred, and the violation is classified appropriately as Level I.[77]

19. [NCAA Division I Manual Bylaws 12.11.1 (2014-15); 16.11.2.1 (2014-15 and 2015-16); 16.11.2.2-(a) (2014-15); and 16.11.2.2-(c) (2014-15 and 2015-16)]

It is alleged that between August 2014 and August 2015, [Booster 3], a then representative of the institution's athletics interests, provided impermissible extra benefits in the form of complimentary vehicle use to then football student-athlete [Student-Athlete 1] and football student-athlete [Student-Athlete 2]. Additionally, in June 2015, [Booster 3] and [Booster 4], owner of [Booster 3] and a then representative of the institution's athletics interests, provided [Student-Athlete 1] with an impermissible loan. The approximate monetary value of the extra benefits was $7,495. Specifically:

a. On at least two occasions in the summer of 2014, [Student-Athlete 1] took his personal vehicle to the [Booster 3] service department for repairs. During this period, [Booster 3] loaned [Student-Athlete 1] a 2012 Nissan Titan (Titan) at no cost pursuant to its loaner vehicle program available to service customers. On or around August 11, 2014, while [Student-Athlete 1] was in possession of the Titan, [Booster 3] and [Student-Athlete 1] decided to forego further repairs on [Student-Athlete 1's] vehicle, which ended [Student-Athlete 1's] status as a service customer. However, [Student-Athlete 1] kept the Titan until October 28, 2014. [Student-Athlete 1's] possession of the Titan from at least August 28 through October 28 was outside the scope of [Booster 3's] loaner vehicle program. The monetary value of the complimentary vehicle use was approximately $2,416. Further, in October 2014, the athletics compliance office learned that [Booster 3] had loaned [Student-Athlete 1] the Titan during the fall of 2014; however, it failed to adequately inquire into the circumstances surrounding [Student-Athlete 1's] acquisition and use of the vehicle, including the possible impact to [Student-Athlete 1's] eligibility. As a result, [Student-Athlete 1] competed while ineligible in six contests during the 2014 season. [NCAA Bylaws 12.11.1, 16.11.2.1 and 16.11.2.2-(c) (2014-15)]

b. In February 2015, [Student-Athlete 1] approached the [Booster 3] sales department regarding purchasing a used Dodge Challenger. On February 16, 2015, [Booster 3] loaned [Student-Athlete 1] a 2004 Chevrolet Tahoe (Tahoe) at no cost. [Student-Athlete 1] possessed the Tahoe continuously from February 16 through May 11, 2015. On May 11, [Booster 3] loaned [Student-Athlete 1] a 2008 Nissan Armada (Armada) at no cost because the Tahoe had been sold. [Student-Athlete 1] possessed the Armada continuously from May 11 through June 10, 2015. [Student-Athlete 1's] possession of the two vehicles was outside the scope of [Booster 3's] loaner vehicle program. The monetary value of the complimentary vehicle use was approximately $1,324. [NCAA Bylaws 16.11.2.1 and 16.11.2.2-(c) (2014-15)]

c. In late April 2015, [Student-Athlete 2's] personal vehicle was taken to the [Booster 3] service department for repairs. Around this time, [Booster 3] loaned [Student-Athlete 2] a 2013 Chevrolet Impala (Impala) at no cost pursuant to its loaner vehicle program available to service customers. As of July 7, 2015, while [Student-Athlete 2] was in possession of the Impala, the repairs to his personal vehicle had been completed and paid for, which ended his status as a service customer. However, [Student-Athlete 2] kept the Impala until August 10, 2015. [Student-Athlete 2's] possession of the Impala from July 7 through August 10 was outside the scope of [Booster 3's] loaner vehicle program. The monetary value of the complimentary vehicle use was approximately $755. [NCAA Bylaws 16.11.2.1 and 16.11.2.2-(c) (2014-15 and 2015-16)]

[77] The allegation is corroborated by: (1) text messages between [Family Member 1] and [Booster 5], including communications the two were "still" on for delivery of "a package"; (2) University airport records confirming [Booster 5's] travel to Oxford during the pertinent period; and (3) [Family Member 1's] financial records, which reflected an otherwise-inexplicable $500 deposit during the same, pertinent period. Given this considerable evidence, the University has disassociated [Booster 5], prohibited him from attending University home athletics events, and restricted his access to all athletic facilities.

d. On June 10, 2015, [Student-Athlete 1] purchased a 2010 Dodge Challenger (Challenger) from [Booster 3] and financed the purchase through the dealership. The financing agreement for the Challenger stated that [Student-Athlete 1] paid a $3,000 cash down payment June 10; however, [Student-Athlete 1] did not make a down payment. Rather, [Booster 4] and [Booster 3] provided [Student-Athlete 1] a $3,000 deferred-payment, interest-free loan toward the down payment. The loan is not generally available to car buyers of [Booster 3]. The monetary value of the loan was $3,000. [NCAA Bylaws 16.11.2.1 and 16.11.2.2-(a) (2014-15)]

Level of Allegation No. 19: *The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 19 is a severe breach of conduct (Level I) because the alleged violations (1) were not isolated or limited; (2) provided, or were intended to provide, substantial or extensive impermissible benefits; and (3) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaw 19.1.1 (2016-17)]*

Involved Individual(s): *None.*

F***actual Information (FI) on which the enforcement staff relies for Allegation No. 19:*** *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 19. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University agrees that Allegation No. 19 is supported by credible and persuasive factual information and that a violation of NCAA legislation occurred.[78] The University also agrees that the violation is classified appropriately as Level I.[79]

20. [NCAA Division I Manual Bylaws 11.1.2.1 (October 13 through 29, 2012); 11.1.1.1 (October 30, 2012, through 2015-16)][80]

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[78] The allegation is corroborated by: (1) the testimony of [Student-Athlete 1]; (2) the testimony of [Student-Athlete 2]; (3) the testimony of [Student-Athlete 2's Father].; (3) the testimony of [Booster 3] representatives; (4) repair records and invoices provided by [Booster 3]; and (5) [Booster 3] loaner car records located and secured by the University (with [Booster 3's] consent).

[79] The details of the institutional compliance measures in place, the actions taken when the monitoring of those measures detected an issue, and the swift institutional response are detailed, *infra*, in response to Allegation No. 21. Based upon the information discovered during this investigation and the repeated rules education materials sent to [Booster 3], the University has disassociated [Booster 3] and its owner, [Booster 4]. As [Booster 3] was cooperative and transparent during the University's inquiry and has partnered with the University to ensure no further, similar violations occur, the disassociation is for a fixed term of three years. During this period, [Booster 4] may not attend University athletics events.

[80] *On October 30, 2012, and during the period of Allegation No. 20, adopted proposal 2012-15 changed NCAA Bylaw 11.1.2.1 to 11.1.1.1 and substantively revised it in the following manner:*

> ~~*It shall be the responsibility of an*~~ ***An institution's head coach is presumed to be responsible for the actions of all assistant coaches and administrators who report, directly or indirectly, to the head coach****. An institution's head coach* ~~*to*~~ ***shall*** *promote an atmosphere* ~~*for*~~ ***of*** *compliance within* ~~*the*~~ ***his or her*** *program* ~~*supervised by the coach*~~ *and* ~~*to*~~ ***shall*** *monitor the activities* ~~*regarding compliance*~~ *of all assistant coaches and* ~~*other*~~ *administrators involved with the program who report directly or indirectly to the coach.*

It is alleged that between October 2012 through January 2016, Hugh Freeze (Freeze), head football coach, violated NCAA head coach responsibility legislation as he is presumed responsible for the violations detailed in Allegation Nos. 5 through 10, 12 through 14, 16, 17-a and 17-b and did not rebut that presumption. Specifically:

a. Regarding Allegation No. 5, Freeze did not demonstrate that he promoted an atmosphere of compliance within the football program and did not demonstrate that he monitored the activities of his staff. Maurice Harris (M. Harris), assistant football coach and recruiting coordinator, facilitated and engaged in violations concerning the recruitment of then football prospective student-athletes [Student-Athlete 8], [Student-Athlete 5], [Student-Athlete 6] and [Student-Athlete 7], including (1) involving [Booster 2], a then representative of the institution's athletics interests, in their recruitment; (2) permitting and facilitating [Booster 2's] recruiting contact with, and provision of recruiting inducements to, the four then football prospective student-athletes; and (3) arranging free hotel lodging for [Student-Athlete 8] and [Student-Athlete 7] in conjunction with unofficial visits to the institution. M. Harris failed to ensure that his and [Booster 2's] recruiting activities complied with NCAA legislation. Additionally, Allegation No. 5 details other instances in which football staff members failed to ensure their activities concerning the recruitment of [Student-Athlete 8], [Student-Athlete 5], [Student-Athlete 6] and [Student-Athlete 7] complied with NCAA legislation. Lastly, Freeze at times knew of and witnessed these activities but failed to consult the athletics compliance office regarding whether the activities were permissible. [NCAA Bylaws 11.1.2.1 (October 13 through 29, 2012); 11.1.1.1 (October 30, 2012, through 2012-13)]

b. Regarding Allegation No. 6, Freeze did not demonstrate that he promoted an atmosphere of compliance within the football program and did not demonstrate that he monitored the activities of his staff. Freeze approved of the assistant director of sports video for football (assistant director) producing personalized recruiting videos involving visiting then football prospective student-athletes and their families during the January 18 and 25, and February 1, 2013, weekend recruiting visits and playing the videos during the visits. Freeze reported that he instructed his staff, including the assistant director, to present the video idea to the athletics compliance office for approval. However, neither the assistant director nor any other football staff member reported receiving that instruction and no football staff members consulted the athletics compliance office regarding whether the idea was permissible. Freeze also acknowledged that he did not confirm with the assistant director or any other football staff member whether the video idea had been approved by the athletics compliance office. Further, the video activities were not clearly described on the official paid visit itineraries submitted to the athletics compliance office. [NCAA Bylaw 11.1.1.1 (October 30, 2012, through 2012-13)]

c. Regarding Allegation No. 7, Freeze did not demonstrate that he promoted an atmosphere of compliance within the football program and did not demonstrate that he monitored the activities of his staff. The football program arranged for then football prospective student-athlete [Student-Athlete 49] to receive free access to hunting land owned by a representative of the institution's athletics interests during his official paid visit, a specially-arranged activity provided only to [Student-Athlete 49]. Freeze was aware that [Student-Athlete 49] would be taken hunting during his official paid visit, but failed to confirm that the activity had been approved by the athletics compliance office. Additionally, [Student-Athlete 49's] hunting trip was not documented on the official paid visit paperwork submitted to the athletics compliance office. Further, the football staff arranged similar hunting land access for [Student-Athlete 49] on two or three subsequent occasions when he was enrolled as a football student-athlete. However, in those instances, the football staff also failed to consult the athletics compliance office regarding whether the arrangements were permissible. [NCAA Bylaw 11.1.1.1 (October 30, 2012, through 2012-13)]

d. Regarding Allegation No. 8, Freeze did not demonstrate that he promoted an atmosphere of compliance within the football program and did not demonstrate that he monitored the activities of his staff. Chris Kiffin (Kiffin), then assistant football coach, was the lead recruiter for then football prospective student-athlete [Student-Athlete 1]. As lead recruiter, Kiffin arranged [Student-Athlete 1's] official paid visit and was responsible for providing the then assistant recruiting director with complete and accurate information prior to the visit regarding who would be accompanying [Student-Athlete 1], as well as specifying each person's relationship to [Student-Athlete 1]. Kiffin knew in advance of [Student-Athlete 1's] official paid visit that [Family Member 3], father to [Student-Athlete 1's] half-brother; [Family Member 4], [Family Member 3's] wife; and [Family Member 1], [Student-Athlete 1's] mother's then boyfriend, would be accompanying [Student-Athlete 1] on this occasion. However, Kiffin provided the then assistant recruiting director with inaccurate information regarding these individuals' relationship to [Student-Athlete 1] while also arranging for them to receive free meals and hotel lodging. Further, these individuals were visible throughout [Student-Athlete 1's] visit and Kiffin and Freeze interacted with them multiple times. However, the football staff never consulted

the athletics compliance office regarding whether providing the meals and lodging was permissible. [NCAA Bylaw 11.1.1.1 (October 30, 2012, through 2012-13)]

e. Regarding Allegation No. 9, Freeze did not demonstrate that he promoted an atmosphere of compliance within the football program and did not demonstrate that he monitored the activities of his staff. Kiffin arranged for [Family Member 1] to receive free merchandise from [Booster 8], a representative of the institution's athletics interests, and Barney Farrar (Farrar), then assistant athletic director for high school and junior college relations for football, arranged similar free merchandise for then prospective football student-athletes [Student-Athlete 40] and [Student-Athlete 39]. These alleged violations (1) transpired over a three-year period, (2) occurred during marquee recruiting visits, (3) involved two elite then football prospective student-athletes and a then family member of another elite then football prospective student-athlete and (4) involved a popular store located near the institution owned by a representative of its athletics interests. [NCAA Bylaw 11.1.1.1 (October 30, 2012, through 2012-13, 2013-14 or 2014-15 and 2015-16)]

f. Regarding Allegation No. 10, Freeze did not demonstrate that he promoted an atmosphere of compliance within the football program. Kiffin provided [Student-Athlete 1] with two nights' lodging at his residence but failed to consult Freeze or the athletics compliance office regarding whether doing so was permissible. Additionally, [Student-Athlete 1] was an elite then football student-athlete and required greater monitoring. [NCAA Bylaw 11.1.1.1 (October 30, 2012, through 2012-13)]

g. Regarding Allegation No. 12, Freeze did not demonstrate that he promoted an atmosphere of compliance within the football program. Freeze made an impermissible, in-person recruiting contact of [Student-Athlete 39] during his junior year of high school, which is a well-known violation of NCAA legislation. Even though the recruiting contact lasted between five and 10 minutes, Freeze could have avoided it entirely and/or mitigated the length of the interaction. Additionally, Freeze should have immediately reported the matter to the athletics compliance office; however, he failed to take any of these steps. [NCAA Bylaw 11.1.1.1 (2013-14)]

h. Regarding Allegation No. 13, Freeze did not demonstrate that he promoted an atmosphere of compliance within the football program and did not demonstrate that he monitored the activities of his staff. Kiffin made an impermissible, in-person recruiting contact of then football prospective student-athletes [Student-Athlete 4] and [Student-Athlete 3] during their junior year of high school. Kiffin had multiple opportunities to avoid the impermissible contact and/or mitigate the length of the interaction. Additionally, he should have immediately reported the matter to Freeze and the athletics compliance office, but failed to take any of these steps. [NCAA Bylaw 11.1.1.1 (2013-14)]

i. Regarding Allegation Nos. 14, 16, 17-a and 17-b, Freeze did not demonstrate that he promoted an atmosphere of compliance within the football program and did not demonstrate that he monitored the activities of his staff. Farrar knowingly facilitated and engaged in violations concerning [Student-Athlete 39] recruitment, including (1) knowingly arranging impermissible meals, transportation and/or lodging for [Student-Athlete 39] and [Student-Athlete 39's] friends and family in conjunction with recruiting visits; (2) knowingly arranging for [Booster 12] and [Booster 14], representatives of the institution's athletics interests, to engage in impermissible recruiting contact of [Student-Athlete 39]; and (3) knowing at the time that [Booster 12] and [Booster 14] provided impermissible cash payments to [Student-Athlete 39]. Additionally, Freeze (1) acknowledged that he suspected [Student-Athlete 39] was seeking impermissible inducements as a condition of his recruitment and (2) had reason to know at the time that Farrar was involving [Booster 13], a representative of the institution's athletics interests, in [Student-Athlete 39's] recruitment as [Booster 13] was frequently present at football facilities and football-related activities surrounding [Student-Athlete 39's] recruiting visits. [NCAA Bylaw 11.1.1.1 (2013-14 and 2014-15)]

***Level of Allegation No. 20:** The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 20 is a severe breach of conduct (Level I) because the alleged violation (1) involves a head coach responsibility violation resulting from underlying Level I, II and III violations and (2) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1, 19.1.1-(e) and 19.1.1-(i) (2016-17)]*

Involved Individual(s): *The enforcement staff believes a hearing panel could enter a show-cause order pursuant to Bylaw 19.9.5.4 regarding Freeze's involvement in Allegation No. 20.*[81]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 20: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 20. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

RESPONSE: The University disputes Allegation No. 20 in its entirety. With the assistance of the University's compliance personnel, head football coach Hugh Freeze has taken proactive measures to educate and train his staff on NCAA legislation and implemented strong monitoring processes to ensure compliance with those rules. When issues arose, Freeze asked the right questions of his staff and followed up appropriately. The University believes that these efforts exceed the minimum requirements for head coaches described in Bylaw 11.1.1.1 and rebut the applicable presumption of responsibility.

In general, the University believes that this allegation unreasonably ignores the larger picture with respect to Freeze. The University agrees that there have been discrete instances over the course of four years in which his (and the University's) compliance system missed its mark, but, in pursuing such a narrow, micro focus – on the individual failures of the system and instead of the macro manner in which Freeze runs his overall program – the allegation places an unfair burden on Freeze. Without a doubt, the underlying football violations cited in support of Allegation No. 20 are serious. But those violations, standing alone, do not establish whether Freeze has met the NCAA membership's expectations with respect to his compliance efforts. More directly, if the Committee chooses to focus on how a compliance system has failed to prevent a particular violation rather than the broader question of whether the head coach administered and was committed to a quality compliance program, then an individual failure will always indict the entire system. Under that scenario, the existence of a violation itself would effectively foreclose a head coach's ability to rebut the Bylaw 11.1.1.1 presumption, transforming it into a strict liability standard. That cannot be the correct result in this case; nor should the Committee commit to this type of precedent for other institutions.

[81] *This allegation forms part of the basis for the violation detailed in Allegation No. 21.*

A. Freeze Promoted Rules Compliance

One of the suggested measures for head coaches to promote rules compliance within their programs is to meet with institutional leaders – other "stakeholders" – to understand and share expectations for how compliance is to be handled at each level. FI No. 296 at HF 0004-0005. After learning about the NCAA's amendments to the head coach responsibility legislation in early 2013, Freeze set up meetings with the University's chancellor, athletics director, and compliance staff to discuss the compliance program in detail and to create a plan for addressing his personal responsibilities. FI No. 116 at 71-72, Hugh Freeze 12/17/13 transcript ("I called that meeting immediately after the February 14th meeting with the SEC head coaches, with our Compliance office, our Chancellor, our AD. I did all that stuff and I documented all of that stuff and I know when I go through the job description before fall camp, every single year, I reiterate again to those guys. I want you to look [wh]at number one is under your job description. And it is to comply totally with all NCAA rules and regulations."); FI No. 111 at 30, Matt Ball 12/11/13 transcript. In connection with those meetings, Freeze supported the University's compliance office in developing an institutional head coach manual and written plans for handling compliance issues. FI No. 297, HF 0306-0623 (Freeze Compliance Materials).

The University distributed the head coach manual in spring 2013 and, through consistent input and questions, Freeze has worked to improve and supplement its suggested practices for head coaches. FI No. 111 at 31, Matt Ball 12/11/13 transcript ("And we've talked about it. He had a lot of questions about it. I mean, I don't know how many times he's brought it up."). For example, in response to issues brought up in this case in 2013 (*see* Allegation No. 8), the University's compliance staff re-worked official visit procedures and Freeze re-emphasized the importance of communication to ensure that, regardless of whether it may insult recruits or their families, his staff was requesting (and receiving) the right information about biological familial relationships and documenting those relationships in a more precise manner. *See* Exhibit IN-9, Revised Official Visit Form.

In addition, Freeze was also active on the ground level, mandating that every member of his staff take part in program-wide compliance education and training. As a matter of course – and consistent with its

obligations to monitor and control its athletics programs as described in its response to Allegation No. 21 – the University requires that all of its sport-specific staff members receive NCAA rules education on a regular basis. Freeze encouraged and supported these comprehensive educational efforts, which covered all of the rules involved in this case, and he further required that all members of the football staff – including his off-field assistants and employees – receive the same detailed training on NCAA legislation. Freeze also addressed compliance issues during his internal monthly staff meetings. Consistent with the NCAA's guidance on head coach responsibility, Freeze invited the University compliance staff, including Director of Compliance Matt Ball and others, to periodically attend these staff meetings so that any questions about NCAA rules could be answered in real time. FI No. 111 at 119, Matt Ball 12/11/13 transcript.

And even when compliance personnel were not present at staff meetings, Freeze often interrupted his agenda to call the compliance office so that questions could be answered right away. On those occasions, Freeze mandated the use of speakerphone so that his entire staff would hear the advice or instructions the compliance staff provided. *See* Exhibit 20-1 at 13, Chris Kiffin 3-23-16 transcript, ("JG: So the whole staff is hearing Freeze make certain that the compliance issue is answered and addressed with direct questions to the compliance office? CK: Yes."); FI No. 111 at 113-114, Matt Ball 12/11/13 transcript ("]T]hose are typically instances where something has come up in their meeting and they're trying to figure out what the answer to it is. . . . Because you can tell you're on speaker phone and there's like multiple people in the room and it's usually between 8 and 9:30 in the morning[]" when football staff meetings take place). Again, the steps Freeze took to ensure his staff had access and knew to contact compliance with questions is fully consistent with how the NCAA describes a compliant head coach.

Moreover, Freeze repeatedly instructed all staff members to call the compliance office directly if there was ever any question about what they were doing or who they were dealing with. FI No. 288 at 25, Hugh Freeze 12/20/16 transcript ("I say it a thousand times to our guys, you win the right way. If there is ever a moment that anything you see or are about to do would raise a question to anyone, you stop and call compliance.") FI No. 111 at 120, Matt Ball 12/11/13 transcript ("I think they've done a really good job [notifying Compliance when concerns or red flags occur related to suspected NCAA violations]. Sometimes

they bring stuff to our attention that they're not sure is a violation. But just for us to check on to have on our radar.") In other words, there were no required reporting lines other than the expectation that the results of every inquiry would be shared with the entire staff and become part of the program's institutional knowledge. Freeze reminded everyone that compliance was an important program-wide issue. As he made clear, a wrong move, a poor decision, even if well-intentioned, could jeopardize the livelihoods of the entire staff:

> My family, my wife, my kids, your wife, your kids, man, we depend upon each other. This is the discussion I have with them. I have to have your help with this…. And I actually make every staff member – I go around the room, they all have to sign an agreement that they're going to comply that we've come up with.... I put them in – on the spot in front of everybody in here. Can we depend upon you to not put us at risk and to do what is right?

FI No. 288 at 184, Hugh Freeze 12/20/16 transcript.

When asked, Freeze's staff reiterated the above. They were virtually unanimous in describing Freeze's focus on rules compliance and how his actions were consistent with his words. This testimony, more than anything, establishes that Freeze promoted rules compliance within his program and that the message was received by those who needed to hear it:

- **Chris Kiffin:** "How does he promote it [an atmosphere of compliance]? By word of his own mouth. I mean, he's constantly preaching that we're going to be compliant, and we're going to do things the right way. Again, creating an open door policy, like you said, with the compliance staff here and made it pretty clear that that's how it's going to be." *See* Exhibit 20-1 at 9-10, Chris Kiffin 3/23/16 transcript; FI No. 65 at 10, Chris Kiffin 5/09/13 transcript.

- **Tom Luke:** "Freeze always will tell me in any indication, go through Compliance. Just make sure we're not doing any – you know, do it the right way. Go through Compliance, and make sure they approve it, and we'll do that." FI No. 196 at 11, Tom Luke 8/06/15 transcript.

- **Matt Luke:** "He's very clear that it affects all our families. I mean, that's the – and that's the – and he said more, but that's the one that strikes close to home for me…. Because it affects not only you, but it affects all our families…. [H]e expects us to represent this place, you know…. [H]e's been big on documenting. Hey, let's document everything. Let's just make sure everything's documented. And I'm not great at that. But, obviously I think you could always get better." *See* Exhibit 20-2 at 9-10, Matt Luke 8/20/13 transcript. "Any third party, he's been very clear. Hey, call Julie, Matt. Somebody shows up and you don't know who he is, call Julie or Matt and let them know immediately." *Id.* "Like, we just talked about it in staff meetings that, hey, make sure you find out where they're staying, and they get the receipt and keep the receipt. And that's the kind of stuff I never really even thought about before…." *Id.*

- **[Grad Asst. 3]:** "And then on Friday Freeze asked that the graduate assistant coaches stay out and just kind of patrol the [local bar scene] a little bit, just to make sure that nothing was going on…." FI No. 53 at 7-8, [Grad Asst. 3] 2/25/13 transcript.

- **Branden Wenzel:** "You know, Freeze came in Saturday morning, you know, and just basically asked around, you know, were there any problems last night. Because mine and Bruce Johnson's primary responsibility Friday night was making sure that everybody got back safely to the hotel and I told him everybody that was supposed to be there was. We had no problems and the guys were very, they were very well behaved considering they are 17 and 18 year old teenagers." FI No. 52 at 12, Branden Wenzel 2/25/13 transcript (additionally discussing how Freeze cancelled a recruiting event out of an abundance of caution to ensure no violation could result). "You know, Freeze was big on having – holding the coaches accountable and having them communicate that with the prospect." FI No. 319- at 16, Branden Wenzel 2/7/17 transcript.

- **Maurice Harris:** "[T]alk to Matt Ball before you do it. Don't do it and this is now, you know, really putting an emphasis on because of everything we're going through. You know, if you have any question, now he doesn't care how minute it is. You know, see Matt Ball or talk to Matt Ball before you do it. Prior to, you know, it was you've got a question, call Matt Ball. You know. Don't go off your prior knowledge, call." FI No. 64 at 28, Maurice Harris 5/9/13 transcript.

- **Derrick Nix:** "Well, we all talk about, you know, first of all, taking care and doing things the right way, and doing things the right way and representing the University the right way…. He emphasized that over and over again [probably, every time we have a staff meeting]. But, he said, if anything ever comes up, phone call, something on the road, you call them immediately and let them know." FI No. 89 at 8, Derrick Nix 8/20/13 transcript.

This positive impression was not limited to the football staff. The University's athletics administration also saw Freeze modeling the correct approach to compliance. According to Ball, he and Associate Director of Compliance Julie Owen would regularly receive calls and text messages "multiple times a day" from Freeze and his staff reporting issues they were having or asking questions about a potential rules violation. FI No. 111 at 112-113, Matt Ball 12/11/13 transcript and FI No. 116 at 73, Hugh Freeze 12/17/13 transcript. Some of these calls concerned non-issues, such as accidentally dialing a prospect on a call that never connected, but on other occasions the compliance staff could head off problems, like when Freeze inquired about (and caught) third parties with whom he was not comfortable:

> [Identified Party 1] was a barber that brought kids to campus. We weren't sure if he could or not, so in our meeting, I caught it. [Identified Party 2], who is a trainer, I caught him. [Identified Party 3], trainer in Tennessee, [Identified Party 4], some trainer in Tennessee. [Identified Party 5], next door neighbor of [Student-Athlete 51]. [Identified Party 6], [Identified Party 7] because of the early issue with [Booster 2] when he was identified as part of the staff to one of my coaches which led to all of those problems, we had three of those come up, [Identified Party 6], [Identified Party 7], [Student-Athlete 52].

FI No. 288 at 138-139, Hugh Freeze 12/20/16 transcript.

Nor is the University alone in viewing Freeze as committed to promoting compliance. His immediate, past employers echo the University's sentiment and experience. [Administrator 1], former athletics

director at [Other Institution 1] and current deputy athletics director at [Other Institution 2], remarked that he was impressed by Freeze's compliance attitude and would not have any trouble hiring him again. *See* Exhibit 20-3 at 6, [Administrator 1] 4/19/17 transcript. Likewise, [Administrator 2], formerly the director of athletics at [Other Institution 3], confirmed that, even knowing generally of the allegations Freeze faces, he would still hire Freeze. [Administrator 2] specifically credited Freeze's strong commitment to compliance during his tenure at [Other Institution 3] as one of the factors he would consider in making that decision. *See* Exhibit 20-4 at 6-7, [Administrator 2] 4/19/17 transcript. Former University Chancellor Dan Jones lauded Freeze's diligence in compliance issues. Hence, wherever one looks – to Freeze's staff, the University's larger athletics administration, or even outside the University – there is ample evidence, including specific examples, of how Freeze has promoted NCAA rules compliance and satisfied that element of the Bylaw 11.1.1.1 test.

B. Freeze Monitored His Program for Compliance

Freeze matched his front-end emphasis on and promotion of rules compliance with equal attention to monitoring on the back-end. Consistent with the NCAA's guidance for head coaches, Freeze utilized written compliance forms and delegated specific compliance functions to his staff. FI No. 296 at 5-6. Specific to this case, the University's compliance office has official and unofficial visit forms that ask questions about each recruit's travel arrangements as well as their lodging and meals while in Oxford. Pursuant to Freeze's policies, certain staff members – specifically, a prospect's recruiting coach and the program's off-field staff – were tasked with obtaining the information for those forms and following up as necessary to ensure it was correct. Freeze insisted that staff members and the prospects complete these forms for all visits and document any additional relevant information that would shed light on what had occurred. The University also utilized other forms – such as certifications all coaches were required to execute stating that they had not used personal phones for recruiting or other institutional business – to monitor staff member conduct.

Yet, Freeze did not solely rely on the institutional forms (or even on his staff) to monitor rules compliance. Freeze regularly interrogated his coaching staff during their daily, weekly, and monthly meetings about rules compliance issues. And he would do this before and after the relevant events. With respect to recruiting, Freeze would cover all of the rules relevant to what his staff was about to do and the attendant

"danger areas," FI No. 288 at 175-179, Hugh Freeze 12/20/16 transcript, and he would also require feedback demonstrating compliance with his warnings. *E.g.*, FI No. 260 at FB 6769 (a February 2, 2014, staff-wide text message stating, "Make sure everyone knows one call only today. Must be through ACS. I would like updates when you have them."). For dead periods, Freeze would remind his staff to avoid situations in which impermissible contact violations might occur and walk through strategies that staff members could use to extricate themselves from unforeseen circumstances. *Id.* at 176. For example, in May 2014, Freeze had John Miller send the following text message to the football staff on his behalf, "Per Freeze– we are NOT in a contact period!! Do not have an extended visit with any prospect!!!" FI No. 260 at FB 6722.

Similarly, before prospects started coming on-campus for visits, Freeze would explain how he expected his staff to address and prevent common compliance problems, and he would go over the details for key visits during the week before the prospect arrived. FI No. 288 at 176-179, Hugh Freeze 12/20/16 transcript. Freeze would then check in with his staff during the visits to ensure nothing was going wrong.[82] And after the visits were over, Freeze would complete a checklist of relevant questions to confirm that he and his staff had not missed anything:

> MS: Just a couple questions. The checklist – who is responsible for completing that form, verifying its accuracy?
>
> HF: Well, it's a – it's my checklist that I go through with each coach that had a prospect there. . .
>
> . . .
>
> HF: It is a – it is a list of questions that I'm going to ask directly to the recruiting coach.
>
> MS: I got you.
>
> RL: And Coach, . . . if I understood you correctly earlier, you have a list previsit questions and a list post visit questions that you ask; is that right?
>
> HF: Well, they're the same questions because they're the danger areas, but post visit can change because you don't always know exactly

[82] For example, on July 18, 2015, Freeze sent a text message to then-staff member Barney Farrar asking, "How are all the boys?.... Please make sure we are handling things the right way." FI No. 241 at FB 6618. Farrar replied, "Coach we are handling things the right way." *Id.*

> who is coming. I mean, people are going to show up at our campus for games or camps and you have no idea who they are, and it's impossible to do a previsit on that, but the post visit is important to catch those. And I've given examples of how we did catch those.

FI No. 288 at 177-178; *id.* at 31 ("Well, you're discussing – we always have a pre- and a post-elite prospect checklist that we go through. And obviously, for official visits, that's big. And you go through what we're going to do for entertainment for certain kids and make sure it's something that they would enjoy, of course, and that can be funded or – whether it be fishing, whether it be hunting, whether it be bowling, paint ball, whatever those things are."), 45 ("[B]ut there's going to come a point after every unofficial visit or after every official visit or after the contact period where we sit in a room and go through all of our checklists to check where we are with kids and how the recruiting is going and answer the pointed questions that – that could promote red flags to us.").[83]

In addition to checking with his own staff, Freeze would also follow-up with other sources of information. With respect to visits, Freeze would often directly inquire with visiting prospects about how they got to campus and what they had done on their visits. Specific to this case, Freeze twice asked then-prospect [Student-Athlete 39] about his transportation to campus for a visit, and [Student-Athlete 39] claimed each time that his cousin had given him a ride. FI No. 288 at 179, Hugh Freeze 12/20/16 transcript ("HF: …. [W]hen I'm there and I'm talking to a prospect, I'll ask them who brought them just to see if any red flags pop up to me or who is hanging around them. MS: How many times do you recall asking [Student-Athlete 39] that question? HF: Twice, that I recall."). And Freeze also asked the University's compliance office to look behind his staff and verify that there were no problems after visits. FI No. 111 at 120, Matt Ball 12/11/13 transcript (discussing post-game inquiries from Freeze seeking news of any compliance concerns).

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[83] As opposed to general questions about whether prospects were enjoying their visits or how close a prospect was to committing to the University – questions the enforcement staff has indicated in other cases do not meet the measure – Freeze's checklist covered specific, pointed questions that were directly relevant to compliance matters: (1) how the prospect got to campus; (2) who was with him; (3) where did the prospect stay and how was that known; (4) where did the prospect eat and was everything done to document that; (5) did the prospect spend time with anyone on the team and what did they do; (6) was there anyone else involved in the visit that the University should know about; and (7) are all of the necessary forms signed. Freeze described this process as tedious – and due to time constraints, his staff only went through the checklist for scholarship caliber players – but he believed it was a necessary task.

In other areas, Freeze followed up with compliance personnel to ensure that his staff was doing what they needed to do to avoid violations. For example, Ball remembered Freeze coming to him to ask if the compliance office was having any general problems with the football coaches:

> WK: Has it been your experience that he is interested in knowing what's going on in his program when it comes to compliance issues?
>
> MB: Yeah. Sometimes in which, I don't know. Hopefully this doesn't become public, but sometimes he, when we've dealt with certain issues or you know something like that, something that has gone on since the beginning, he knows that hey, this person's responsible for this. He kind of facilitates us meeting with that person or group of people on his staff to make sure something's gone. And he's come back and said, hey, is everything working out right in that area. And I know he's – my sense is he's talked to them and they say, oh, yeah, yeah, yeah, everything's good.
>
> WK: And he's checking back with you to make sure.
>
> MB: To verify what they're telling him is right.

FI No. 111 at 116, Matt Ball 12/11/13 transcript.

And finally, Freeze ensured that he, his staff, and the compliance office looked into potential violations when they saw something unexpected or suspected something was wrong. Many of these "red flags" involved unknown third parties who accompanied prospects to campus. On those occasions, he or some member of the staff would ask the compliance office to determine if the arrangement was permissible. Once that decision was made, Freeze and his staff would implement necessary corrective actions and, in some cases, either stop recruiting the prospect or inform the third party that he or she was barred from attending visits. Moreover, as demonstrated by the program's Level III violation reporting history, Freeze and the compliance office were effective at catching violations. *See* Exhibit 20-5, Secondary-Level III Reports and Football Self-Reports. Many of these violations were caught immediately due to the University's use of call-tracking software and social media monitoring, and the football staff self-reported other violations (including five Level III violations as of January 2017 for the 2017-18 academic year). But when issues went unreported, as Ball recounted, Freeze was not afraid to publicly dress down coaches and call them to account for what had occurred:

> But shortly after we started, it was probably February 2012 maybe, we got a . . . phone call [bill] and we figured out all the violations that we were going to have, or things that we needed to track down, potential violations for phone calls. And I took it over to him and obviously he just started and we didn't really know each other that well, and I said, 'Coach, this is how we do it.' I said, 'I'm going to go down there and we're going to talk to each of the coaches, I'm going to go meet with your coaches, go to their offices and meet with them. We're going to talk about what happened on all these issues.' And he said, 'Do you want me to go with you?' I said, 'No, unless you really just want to.' And he said, 'Well, let's go.' And so we went down there. And he went down the hall and started calling each one of them out of the office and he called every coach, even the ones not involved, into the war room. And he sat there with the form in front of everyone and . . . talked about the expectations to do things right. And then he called out the coaches by name. And he said, here's what they're saying, what happened on this call? What happened here? And he just went down the list. And so even the coaches that wasn't on the list had to sit there and listen to it.

FI No. 111 at 115, Matt Ball 12/11/13 transcript.

C. The Allegations Do Not Support the Charge

The allegations that form the basis of this charge do not demonstrate any real, fundamental failure in Freeze's otherwise effective program. Several of the allegations (specifically, Allegations Nos. 14, 16 and 17, which are re-alleged above as Allegation No. 20-(i)) involve intentional misconduct by Barney Farrar, a former off-field staff member who lied to Freeze about his conduct and worked hard to conceal his actions from Freeze and the University's compliance personnel. In one particularly telling example, Freeze confronted Farrar about the possibility of Farrar using a non-institutional phone to contact prospects. Farrar denied he had done so and committed that he would never do so in the future. Although we now know Farrar used a private phone to contact prospects, he continuously certified his compliance with the University's phone policies, and, as at least one recruit ([Student-Athlete 39]) has suggested, Farrar affirmatively hid the fact that he possessed a second phone from everyone else in the football program during his recruitment. FI No. 265 at 60, [Student-Athlete 39] 11/18/16 transcript, ("He'd use the iPhone whenever he was walkin' around Freeze or any other time he talked to anyone else."). Since everything about Farrar's phone usage appeared normal to both Freeze and the University – Farrar was a prodigious user of his institutional phone, making on average more than 1300 calls a month – there was no obvious "red flag" in play. Freeze cannot reasonably be held responsible for Farrar's actions where Farrar (1) violated University

policies designed to monitor compliance; and (2) lied directly to Freeze about his use of a second phone for recruiting.

Other underlying allegations are similar insofar as they fail to reveal any fundamental failing in Freeze's program. Fifty-six percent of the allegations referenced in this charge (Allegations Nos. 6, 7, 10, 12, and 13, referenced in Allegations Nos. 20-(b), 20-(c), 20-(f), 20-(g), and 20-(h)) are classified as Level III by the enforcement staff. In addition, the University contends that Allegation No. 8 (Allegation No. 20-(d) above) should be re-classified as Level III, which would raise that figure to 67%. As the University understands the NCAA's written materials (and as the enforcement staff reiterated to the Committee in the University's prior hearing), Level III violations should not form the basis for a head coach responsibility finding. *See* Exhibit 20-6 at 2, Responsibilities of Division I Head Coaches (noting that the enforcement staff begins the head coach responsibility analysis by examining "Level I or Level II violation[s] occur[ring] in the sport program."). In fact, the enforcement staff has cited the University's self-reporting of Level III violations as a mitigating factor in this case. As such, even if the Committee finds that all of these underlying allegations are warranted – and, to be clear, the University contests Allegation No. 12 against Freeze – these violations do not demonstrate a deficiency in Freeze's compliance and monitoring systems.

Lastly, the remaining allegations are either the product of mistakes made in good faith or are demonstrably untrue. Allegation No. 5 (Allegation No. 20-(a) in this charge) is an example of the former, where Freeze's staff operated under a mistaken understanding regarding the status of a third party based upon answers to pertinent questions Coach Harris asked the third party, multiple prospects, and the involved high school coach. After new information came to light establishing that his understanding was wrong, Freeze and the involved coach took immediate and real steps to correct the issue.[84] Allegation No. 9

[84] Freeze has already rebutted the presumption for every allegation that was previously alleged in the 2016 Notice and is now resurrected here as support for Allegation No. 20. Bylaw 11.1.1.1 and its interpretative guidance strongly suggest that the enforcement staff must evaluate all Level I and II charges for head coach responsibility. After presumably completing this evaluation as part of the 2016 Notice, the enforcement staff determined that the evidence did not support a head coach responsibility charge against Freeze. No new facts have been discovered regarding these charges since the issuance of the 2016 Notice, and yet the enforcement staff has reversed its prior decision as to whether the presumption is rebutted. This is inappropriate; if the charge was warranted, it should have been brought in the 2016 Notice, and the enforcement staff's failure to do so then is evidence that the current allegation is not supported by the facts. In any event, the University

(referenced in Allegation No. 20-(e)) is the latter, where the evidence simply does not support the allegation that staff members were complicit in providing free gear to recruits. A careful analysis of each underlying allegation shows that the allegations do not support the head coach control charge.

* * *

As part of its efforts to implement and continuously improve its compliance programs, the University has given considerable thought to its expectations of head coaches, both as an institution and in relation to Bylaw 11.1.1.1. It has done so in light of its decisions when faced with similar questions with respect to women's basketball and track and field. The University has considered these expectations given the football violations alleged in the Notice and the information gathered in conducting hundreds of interviews and reviewing thousands of documents over four years (much of which is *not* before the Committee). The University has evaluated these expectations based upon thousands of interactions between Freeze, his football staff, and other University offices across its campus – data points that can never be completely captured gathered by the enforcement staff and considered by the Committee. Based upon that exhaustive examination, Freeze has met the University's expectations. In the collective experience of the University's leadership, athletics administration, compliance staff, and counsel, Freeze has done the right things to monitor his program and promote rules compliance. He has discharged his obligations under the Bylaws, promoted compliance within his program through rules education and by modeling best practices for his staff, encouraged interplay between the compliance office and his program, and consistently worked to improve monitoring and record-keeping to prevent and detect violations. Freeze has created a program of compliance that is "generally effective in preventing and detecting" violations and has rebutted the presumption of personal, vicarious responsibility for violations.

21. *[NCAA Constitution 2.1.1, 2.8.1 and 6.01.1 (2009-10 and 2011-12 through 2015-16); and NCAA Constitution 6.4.1 and 6.4.2 (2009-10 and 2012-13 through 2015-16)]*

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objects to the enforcement staff taking advantage of the Committee's procedural severance of this case in an effort to substantively prejudice both it and Freeze. Freeze previously rebutted the presumption for all the allegations brought in the 2016 Notice, and it is improper for the enforcement staff to seek another bite at the apple here.

It is alleged that the scope and nature of the violations detailed in Allegation Nos. 1, 2, 5 through 16, 17-a, 17-b and 18 through 20, and Finding Nos. IV-C and IV-H in Committee on Infractions Decision No. 460[85] demonstrate that between May and June 2010 and from May 2012 through January 2016, the institution failed to exercise institutional control and monitor the conduct and administration of its athletics program. Specifically:

a. The violations detailed in Allegation Nos. 1, 2, 5 through 16, 17-a, 17-b and 18 through 20 demonstrate that the institution failed to create a culture of compliance in its football program. The alleged violations involve multiple constituents of the football program, including football personnel, representatives of the institution's athletics interests, football student-athletes and football prospective student-athletes and their families, and include a range of misconduct. Additionally, the alleged violations transpired over several years, including during the NCAA enforcement staff's investigation. Further, the alleged violations included intentional, and at times secret, acts in violation of NCAA legislation, as well as recurring failures by football personnel to ascertain whether their actions were permissible. [NCAA Constitution 2.1.1, 2.8.1 and 6.01.1 (2009-10 and 2012-13 through 2015-16); and NCAA Constitution 6.4.1 and 6.4.2 (2009-10 and 2012-13 through 2015-16)]

b. The violations detailed in Allegation Nos. 5 through 9, 14, 16, 17-a and 17-b demonstrate that the institution failed to monitor the activities of the football program, including (1) interaction between football personnel, representatives of the institution's athletics interests, football student-athletes and/or football prospective student-athletes; (2) activities and entertainment arranged by football personnel on behalf of football prospective student-athletes and their families in conjunction with recruiting visits; (3) accommodations arranged by football personnel on behalf of football prospective student-athletes and their families in conjunction with recruiting visits; and (4) football staff members providing impermissible recruiting inducements and extra benefits. These alleged violations involved recurring misconduct by football personnel and/or representatives of the institution's athletics interests that occurred at or near the institution. [NCAA Constitution 2.1.1, 2.8.1 and 6.01.1 (2012-13 through 2015-16); and NCAA Constitution 6.4.1 and 6.4.2 (2012-13 through 2015-16)]

c. The violations detailed in Allegation No. 19 demonstrate that the institution failed to monitor the activities of the football program. In October 2014, the athletics compliance office learned that [Booster 3] had loaned a vehicle to then football student-athlete [Student-Athlete 1] but failed to adequately inquire into the circumstances surrounding [Student-Athlete 1's] acquisition and use of the vehicle to determine whether violations of NCAA legislation had occurred. [NCAA Constitution 2.1.1, 2.8.1 and 6.01.1 (2014-15)]

d. The violations detailed in Allegation No. 20 and Finding Nos. IV-C and IV-H in Committee on Infractions Decision No. 460 demonstrate that the institution failed to create a culture of compliance in its athletics program. [NCAA Constitution 2.1.1, 2.8.1 and 6.01.1 (2011-12 through 2015-16)]

Level of Allegation No. 21: *The enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 21 is a severe breach of conduct (Level I) because the lack of institutional control seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaw 19.1.1 and 19.1.1-(a) (2016-17)]*

Involved Individual(s): *None.*

Factual Information (FI) on which the enforcement staff relies for Allegation No. 21: *The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 21. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.*

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[85] On October 7, 2016, the NCAA Division I Committee on Infractions found that the former head women's basketball coach failed to monitor the activities of his staff and that the former head men's and women's track and field and cross country coach failed to promote an atmosphere of compliance and monitor the activities of his staff. Had the committee not decided those matters previously, the allegations and pertinent factual information would have been included in this notice of allegations.

RESPONSE: The University disputes Allegation No. 21 in its entirety. The University has robust rules education and compliance monitoring systems, and the University has continuously worked, both before and throughout this investigation to improve and supplement them over time. The University has conveyed high expectations for compliance to its staff, student-athletes, athletics representatives, and fans. All of these constituencies have repeatedly received (and continue to receive) rules education instructing them about their obligation to avoid any action that would imperil the collegiate model or the eligibility of the University's student-athletes.

These efforts have not always been completely effective (and never are at any NCAA institution). Yet, whenever the University has learned of facts that establish violations of NCAA legislation, it has acted quickly and decisively, admitting the violations, self-imposing penalties, and looking for evidence of other potential infractions. By its actions, the University has demonstrated that it will not tolerate violations and will penalize those who breaches its trust.

Much like the head coach control charge in Allegation No. 20, however, this allegation is largely based upon the theory that the sheer number of violations is proof of a complacent approach to NCAA rules. But this theory is neither consistent with this Committee's precedent nor with the record evidence of the University's commitment to integrity and the NCAA rules. This Committee has never decided that the existence of violations alone – even a large number of violations – is sufficient in and of itself to form the basis of an institutional control charge.[86] Instead, the Principles adopt the "common sense" notion that, even when an institution has fully promoted compliance, there are people, whether by inattention or ill intent, who will ignore those efforts and commit violations anyway:

[86] The Committee has regularly decided cases involving issues of academic fraud, booster misconduct, and other recruiting violations without finding a lack of institutional control. *E.g.*, *University of Southern Mississippi* (April 8, 2016) (finding violations of academic fraud, impermissible inducements and benefits, head coach responsibility, unethical conduct, and failure to cooperate without finding of lack of institutional control); *University of California State, Northridge* (December 7, 2016) (finding violations of academic misconduct, failure to monitor, unethical conduct, and impermissible extra benefits without finding lack of institutional control); *University of Missouri* (August 2, 2016) (finding violations of impermissible inducements and extra benefits and failure to monitor without finding of lack of institutional control); *University of Louisiana-Lafayette* (January 12, 2016) (finding violations of academic misconduct, recruiting inducements, unethical conduct, and failure to cooperate without finding lack of institutional control).

> An institution cannot be expected to control the actions of every individual who is in some way connected with its athletics program. The deliberate or inadvertent violation of a rule by an individual who is not in charge of compliance with rules that are violated will not be considered to be due to a lack of institutional control….

See Exhibit IN-1 at 1-2, Division I Committee on Infractions Principles of Institutional Control. In those cases, the Committee will not find a lack of control if the institution has done all the right things to prevent violations and reacted appropriately and quickly to address whatever failure allowed the violation to occur. Second, the University satisfies each of the four fundamental tests underlying the Committee's Principles: (1) adequate compliance measures exits; (2) they are appropriately conveyed to those who need to be aware of them; (3) they are monitored to ensure that such measures are followed; and (4) upon learning that a violation has occurred, the institution takes swift action. According to experts in the field, the University's current compliance program checks all these boxes: the program is effective and meets all industry standards. *See* Exhibit IN-6 at 23, Bond, Schoeneck & King Athletics Assessment Report (2016).

A. Allegation No. 21-(a) – A Culture of Compliance Exists on Campus

This allegation lumps together several distinct sets of violations without suggesting any real connection among them. In doing so, it works in reverse, inferring that the University's culture is lacking based solely on the existence of violations. But an institution's culture is not measured by its failings. Instead, the University's culture is revealed by how it has approached and corrected the issues it has found over the course of this investigation and by its commitment – as demonstrated by this response – to "get things right."

1. Allegations Nos. 1-2: The 2010 David Saunders Allegations

With respect to the ACT fraud at issue in Allegation No. 1, University policy establishes that the certification for admission and athletics participation is primarily handled outside of the athletics department, with the University's compliance office taking a secondary role in both matters. The University also has a policy in place to ensure that test results and other academic credentials are accurate and dependable. This policy is derived from the SEC Bylaws, which require the University to review a student-athlete's overall ACT score if the overall score or a subject-area score varies (increases or decreases) by six or more points. *See* Exhibit 21-1, SEC Bylaw 14.1.2.2. The University has established a 9A Committee which consists of the

registrar/assistant provost, associate director of admissions, an eligibility certification analyst, a senior compliance administrator, the faculty athletics representative, vice chancellor for student affairs, and general counsel. *Id.* If a prospect's academic credentials trigger either SEC Bylaw 14.1.2.2 or the University's standard, the 9A Committee reviews those credentials and makes findings in a Special Report. This Special Report explains, to the best of the 9A Committee's knowledge, whether it believes that the prospect's academic credentials are valid. *See e.g.*, Exhibit 21-2, Fall 2010 9A Reporting Form (revised August 17, 2010); Exhibit 21-3, Fall 9A Reporting Form (revised September 3, 2010). The University's chancellor reviews and signs the Special Report, which must be approved by the SEC Commissioner before the prospect is eligible for competition.

Here, with respect to Allegation No. 1, the University's compliance measures worked as intended. The University's fall 2010 Special Report flagged all three prospects at issue in Allegation No. 1 (in addition to 11 others).[87] *Id.* After their scores were flagged, the institution's admissions office took timely and appropriate action by sending ACT a score inquiry request for each of them. ACT conducted a review, responded to the University's inquiry, and validated each of the submitted test scores.[88] *See* Exhibit 21-4, ACT Validation Letters. Nothing in the ACT records available to the University indicated that all three students took the test at the same, unlikely location. Based upon the 9A Committee decision and the ACT validation upon which it was based, there was no realistic reason for the University to believe that testing fraud had been committed or to take action against the three prospects or Saunders. *Id.*

And the University has done the same thing every year since, including during this investigation. In the past five academic years, the University has flagged the admissions credentials of more than 100 incoming student-athletes. Fifty of these student-athletes had a test-score jump that was ultimately validated by ACT as part of the 9A Committee process. There has been no subsequent indication of testing fraud with respect to these 50 student-athletes or other evidence of staff involvement in testing issues. Moreover, consistent with its goal of continued improvement, the University amended its policies during the 2013-14 academic year to

[87] The University does not believe that the standards utilized by the NCAA Eligibility Center would have flagged any of these three scores for review.

[88] To the University's knowledge, ACT has never invalidated these scores.

additionally require incoming scholarship signees in high profile sports to provide the University's compliance office with their test score logins. This allows compliance personnel to independently confirm that the University is aware of every score and relevant score jump. Further, the University now also requires any prospective student-athlete who has an unusual test score jump to complete a Test Score Validation Form, which requests information about the prospect's testing history, thereby giving the 9A Committee more data to analyze in spotting potential "red flags" (*e.g.*, clustering in the locations of tests or other signs of potential test fraud). *See* Exhibit 21-5, Test Score Validation Form.

As to Allegation No. 2, Saunders and then-assistant coach Chris Vaughn knew that they could not personally arrange for the six prospects at issue to receive lodging, food, or transportation from any source or otherwise take any action that would make the provision of those things more likely to occur. As varying witnesses have emphasized, Saunders and Vaughn undoubtedly had the necessary resources and education to know better, and the compliance office was always available to them if they had any questions about the permissibility of their conduct.

* * *

Allegations Nos. 1 and 2 do not demonstrate a culture of non-compliance at the University. The University's system of flagging and verifying academic credentials was not the problem; at all relevant times the University expects it would compare favorably to other member institutions. Rules education and monitoring was not the problem. These violations were the direct result of knowing and intentional misconduct, which was concealed from the University's compliance staff. This misconduct is exactly the type of misconduct that the Principles recognize may happen even where an institution's compliance measures meet the measure for institutional control, as they do here.

2. Allegations Nos. 6, 7, 10, 12 and 13: The Level III Allegations

The University has reported 165 Level III violations over the past five years across all sports – a factor that the enforcement staff cites as mitigation in this case – indicating the University's emphasis on detecting and reporting such violations. Level III issues in this case actually demonstrate the University's compliance function is robust and effective.

Allegation No. 6 involves the creation of three impermissible recruiting videos. The University agrees that the allegation is substantially correct, but notes that the football staff members involved believed that creating the videos was permissible because they had seen the same thing done at another institution. In fact, when Freeze inquired about the videos, he was told by the football staff member that they were permissible for that very reason (and he also believed they had been approved by the compliance office). Even though the compliance office did not know about the videos in advance, it still discovered them, reported the violation to the enforcement staff, increased rules education on that particular topic, and undertook corrective actions to increase the detail provided on official visit itineraries and to prevent future violations of the same sort. In other words, although a violation occurred, the University's compliance office functioned as it should. And, tellingly, the University has not seen another similar violation – Level III or otherwise – since.

Allegation No. 7 pertains to [Student-Athlete 49's] hunting as a prospect and then as an enrolled student-athlete. As to his hunting trip as a prospect, football staff members were aware that prospects are permitted to go fishing with Freeze in the lake behind his home during their official visits. Since the local land used for [Student-Athlete 49's] hunting trip was available for several members of the coaching staff to use at no cost, the staff reasonably believed that there was no appreciable difference between the permissible fishing entertainment and a similarly arranged hunting trip. Contrary to the complete abdication of compliance responsibility, the staff's analysis and resulting belief that they were complying with NCAA rules – albeit ultimately wrong – indicates a working culture of compliance.[89]

With respect to [Student-Athlete 49's] two or three hunting trips as an enrolled student-athlete, the University's compliance office provided sufficient rules education such that the staff knew or should have known that [Student-Athlete 49] could not receive any benefit that was not available to any other student, including entertainment such as hunting. Although the University has no reason to dispute that [Student-Athlete 49] went hunting as alleged, it notes that, even after a targeted search of available records for the applicable time period, neither the University nor the enforcement staff has been able to identify any phone

[89] Even after the enforcement staff and University learned that [Student-Athlete 49] had hunted on booster land on his official visit, the institution had to seek an interpretation from AMA to determine if a violation occurred. The hunting trip was not a clear violation and is not evidence of an unhealthy compliance culture.

call or other contact that would have indicated staff knowledge or involvement. In other words, even though there was a violation, the evidence does not indicate any intentional misconduct on the part of the coaching staff or a specific failure of the University's compliance functions.

Allegation No. 10 does not realistically implicate the University's culture or attitude toward compliance in any meaningful way. Under the NCAA's current, flexible approach to Level III issues, it is probable that, if the same thing happened today, it would not constitute a violation due to the player-health and well-being issues in play.

Allegation No. 12 is not supported by credible and persuasive evidence. Regardless, instead of an indictment of the University's compliance culture, Freeze's actions in curtailing his contact with [Student-Athlete 39] are an example of the University's commitment to compliance.

Kiffin knew the rules prohibiting contact during an NCAA recruiting evaluation period at issue in Allegation No. 13 and attempted unsuccessfully to extricate himself from the situation. Kiffin's conduct is a violation, but this 2014 bump is not proof of a culture of non-compliance. Most importantly, the University responded appropriately, taking tailored, punitive action against Kiffin, which is evidence of institutional control according to the Committee's Principles (not the lack of it).

3. Allegations Nos. 5 and 8: The 2012-13 Recruiting Cycle Allegations

Though individually disappointing to the University because each violation was avoidable, Allegations Nos. 5 and 8 involving the 2012-13 recruiting cycle provide additional examples of how the University approaches compliance and how its systems and compliance culture are robust, not failing. As to Allegation No. 5, Maurice Harris confirmed the information he had received from [Booster 2] and assessed it against the pre-existing relationship test. This indicates Harris was cognizant of his compliance obligations. In other words, the University's compliance training ensured Harris identified a potential compliance problem, and he affirmatively sought (even if he was wrong) to implement that training in a good-faith and meaningful way.

In addition, the University's discovery of the facts and response to that discovery also affirm a culture of compliance. Unprompted by the enforcement staff, the University's compliance office responded

to reports of recruiting violations in early 2013 by undertaking a review of social media postings for prospects the University had recently hosted on official visits. As a consequence of that review, the compliance staff located certain information that drew their attention toward [Booster 2], interviewed him, and after determining him a booster, made it clear to both its staff and [Booster 2] that [Booster 2] could not have any additional involvement in the prospects' recruitment. When [Booster 2] did not heed that warning, [Booster 2] (who was caught and reported by Harris) was immediately disassociated. The University identified a problem and took swift action to fix it – the actions of an institution that is committed to doing things the right way.

Allegation No. 8 involves a miscommunication among two staff members in which one of them failed to make clear the specific relationship between a prospect and the person the prospect considered and called his "dad." Yet, it is equally clear that both understood the rules. Moreover, the University identified this violation based upon its post-official visit paperwork, investigated the circumstances which led to it, reported the violation to the enforcement staff, and then appropriately penalized Chris Kiffin, the responsible coach. It also modified its official visit paperwork to ensure the explanation of the specific biological relationships in advance of a prospect's official visit – once again, the University's culture in action.

4. Allegations Nos. 14, 16, and 17: The Barney Farrar Allegations

Allegations Nos. 14, 16, and 17 each concern a single staff member who intentionally violated NCAA rules. Like all the other football staff members, former employee Barney Farrar received extensive rules education. Aware of the significant monitoring by the University's compliance staff, Farrar undertook to systematically undermine the University's monitoring efforts, including using a third party [Booster 13] to perform many of the prohibited actions. Not only did Farrar hide his misconduct from compliance personnel, he also deceived his fellow staff members. The reality is contrary to what this allegation suggests; to be sure, the University's culture of compliance was sufficiently strong that someone breaking the rules knew to hide his actions or risk certain detection, investigation, and punishment. When asked about Farrar, Freeze stated, "After every single visit I have a discussion about every recruitment with every coach that is leading the charge, and I ask important questions about our people that are not supposed to be involved in

recruiting, are they involved in it. His answer was repeatedly no to me…. Barney's clear that he should not be involving boosters in recruiting. I couldn't be more clear..." FI No. 288 at 70 and 82, Hugh Freeze December 20, 2016 transcript. A text exchange between Freeze and Farrar from July of 2015 demonstrates how these exchanges would typically go:

HF: Please make sure we are handling things the right way

BF: Coach we are handling things the right way.

HF: Thank you.

BF: You're welcome coach. I totally understand that there is a lot on you.

FI No. 241 at FB 6618. Farrar is an outlier at the University and does not represent the culture of "doing things the right way" that has been curated by the University's administrative and academics leadership as well as its football head coach.

5. Allegations Nos. 5, 11, 14, 15, 16, 18 and 19: The Booster Allegations

It is helpful to understand the University's expansive and robust booster education system. It includes the use of social media, in-person training, and written, electronic, or mailed materials. All of the known boosters in this case received, in some form or another, education directly applicable to the rules they allegedly violated.

a. Social Media

The University maintains a Twitter.com account dedicated to compliance (@rebelcompliance). Over the past five years, that account has posted more than 600 tweets relating to compliance and athletics-related topics. The account has more than 3,800 followers, including alumni, fans, and student-athletes. These followers regularly reach out to the University's compliance department with questions and concerns, and the University's compliance office responds, providing public answers to these frequently asked questions, including many touching on the issues contained in the Notice (*e.g.*, the impermissibility of extra benefits like cash, clothing, use of a car, reduced cost lodging, transportation to and from games, and academic assistance). *See* Exhibit 21-6, Collection of Tweets.

b. In-Person Events

The University also hosts in-person events to encourage responsible booster involvement in its athletics programs. The most common of these events are on-campus Alumni Club meetings, which are held every February. These meetings bring alumni club leaders from across the Southeast to campus to cover important compliance education topics and issues. More than 44 alumni leaders attended the February 2017 meeting, with multiple representatives from states as far away as Texas, Florida, and Georgia. *See* Exhibit 21-7, 2017 Alumni Club Meeting Roster Sheet. These alumni leaders are armed with information they then take back to provide to local alumni club members[90].

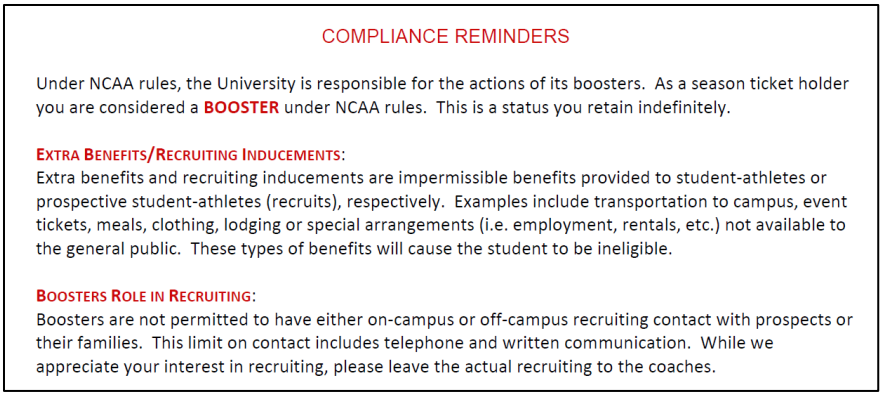
c. Written Materials

Rules education to boosters begins well before an athletics representative steps on campus. When season tickets are first mailed, the University includes materials covering all the basics of compliance.[91] For example, season ticket holders are provided a Compliance Reminder before the start of each season informing them of their status as a booster under NCAA rules and providing guidance on impermissible activities:[92]

[90] In addition to these annual meetings led by compliance staff, the University's chancellor, vice chancellor for intercollegiate athletics, and participating staff and coaches regularly include messages about University values and compliance in their presentations to alumni groups, booster organizations, and civic clubs.

[91] [Booster 2] had football season tickets in 2009. [Booster 6] had been an annual football season ticket holder since 2004 and became a premium season ticket holder in 2015. [Booster 5] had been an annual football season ticket holder since 2013. [Booster 4] had been an annual football season ticket holder for more than a decade and became a suite holder, at the latest, in 2015. [Booster 10] purchased football season tickets for the first time in 2016. [Booster 14] had been an annual football season ticket holder since 2008.

[92] This information is bolstered by e-mails distributed at the start of each season again educating season ticket holders on applicable NCAA rules.



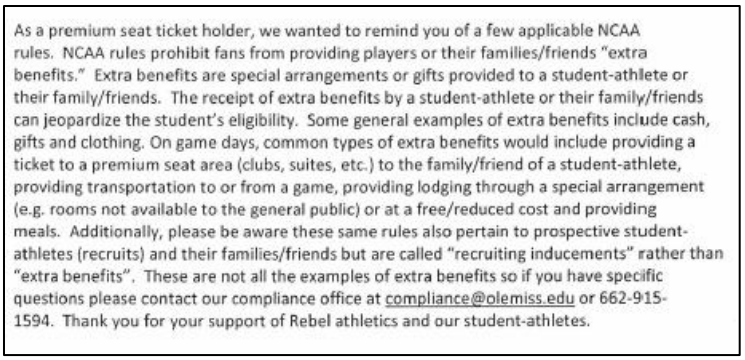
COMPLIANCE REMINDERS

Under NCAA rules, the University is responsible for the actions of its boosters. As a season ticket holder you are considered a **BOOSTER** under NCAA rules. This is a status you retain indefinitely.

EXTRA BENEFITS/RECRUITING INDUCEMENTS:
Extra benefits and recruiting inducements are impermissible benefits provided to student-athletes or prospective student-athletes (recruits), respectively. Examples include transportation to campus, event tickets, meals, clothing, lodging or special arrangements (i.e. employment, rentals, etc.) not available to the general public. These types of benefits will cause the student to be ineligible.

BOOSTERS ROLE IN RECRUITING:
Boosters are not permitted to have either on-campus or off-campus recruiting contact with prospects or their families. This limit on contact includes telephone and written communication. While we appreciate your interest in recruiting, please leave the actual recruiting to the coaches.

Similarly, those who purchase premium tickets receive additional materials with their tickets providing more detailed information on NCAA rules pertinent to boosters, explaining extra benefits, recruiting inducements, and pre-existing relationships. These materials expressly list the prohibition on providing a prospective student-athlete, student-athlete, or their family members items like cash, clothing, the use of a car, free or reduced-cost lodging, transportation to and from games, and academic assistance:



As a premium seat ticket holder, we wanted to remind you of a few applicable NCAA rules. NCAA rules prohibit fans from providing players or their families/friends "extra benefits." Extra benefits are special arrangements or gifts provided to a student-athlete or their family/friends. The receipt of extra benefits by a student-athlete or their family/friends can jeopardize the student's eligibility. Some general examples of extra benefits include cash, gifts and clothing. On game days, common types of extra benefits would include providing a ticket to a premium seat area (clubs, suites, etc.) to the family/friend of a student-athlete, providing transportation to or from a game, providing lodging through a special arrangement (e.g. rooms not available to the general public) or at a free/reduced cost and providing meals. Additionally, please be aware these same rules also pertain to prospective student-athletes (recruits) and their families/friends but are called "recruiting inducements" rather than "extra benefits". These are not all the examples of extra benefits so if you have specific questions please contact our compliance office at compliance@olemiss.edu or 662-915-1594. Thank you for your support of Rebel athletics and our student-athletes.

Educational materials are also sent to any individual who purchases tickets to a University bowl game covering information relevant to off-campus game attendance. A prime example is the letter sent to fans who bought Sugar Bowl tickets from the University in 2015:

As you travel to New Orleans to cheer on our Rebels in the Sugar Bowl, please also demonstrate your allegiance to Ole Miss by adhering to NCAA rules. NCAA rules prohibit the provision of extra benefits to any Ole Miss student-athletes, their families or their friends. Extra benefits include, but are not limited to:

- Providing any item or payment to a student-athlete in exchange for game tickets or their bowl awards/gear
- Any form of transportation
- Arrangements for preferential or discounted lodging
- Complimentary food or drink (including homes and tailgates)
- Bowl or other merchandise
- Free or discounted entertainment (e.g., NBA tickets)
- Preferential access to entertainment or other events not available to the general public
- Any other items or services of value (e.g., free parking, use of a cell phone)

The University also provides local business a Quick Reference Guide to NCAA Rules every year. This guide provides information on, among other issues, who is a booster and who is a prospective student-athlete and lists examples of extra benefits. The 2017 Guide was provided to more than 300 local businesses, including every restaurant, car dealership, hotel, and apparel retailer identified in the Notice[93]

Dear Sir/Madam:

The University of Mississippi Athletics Department is grateful to have outstanding community support for all of our programs. We would be unable to meet our goal of national prominence in all sports without this assistance. Our commitment to adhere to NCAA rules and regulations is one important aspect of our success. The Ole Miss Compliance Office is responsible for educating our student-athletes, staff members, boosters, and community about NCAA rules and regulations. An important objective for our University Athletics Department is to foster a sense of responsibility by all parties, and to ensure all of our programs are operated with the highest level of integrity. As a local business owner, you and your staff play a large role in our continuing effort to reach this goal.

Enclosed with this mailing is a quick reference guide to NCAA rules. The information contained in the guide is some of the basic rules regarding who is a booster, who is a prospective student-athlete and examples of extra benefits. Please take a few minutes to review this information.

Thank you for your assistance in ensuring the University is in strict compliance with NCAA rules and regulations. Your attention to and cooperation with this matter is greatly appreciated. Please contact the Ole Miss Compliance Office at (662) 915-1594 with questions.

Sincerely,

Ross Bjork
Athletics Director

Matt Ball
Senior Associate Athletics Director

EXTRA BENEFITS

The NCAA governs the relationships you have with Ole Miss student-athletes. In general, you may not provide anything to, or make any special arrangements for, student-athletes or their families. Such arrangements are considered "extra benefits" and are expressly prohibited by NCAA bylaws.

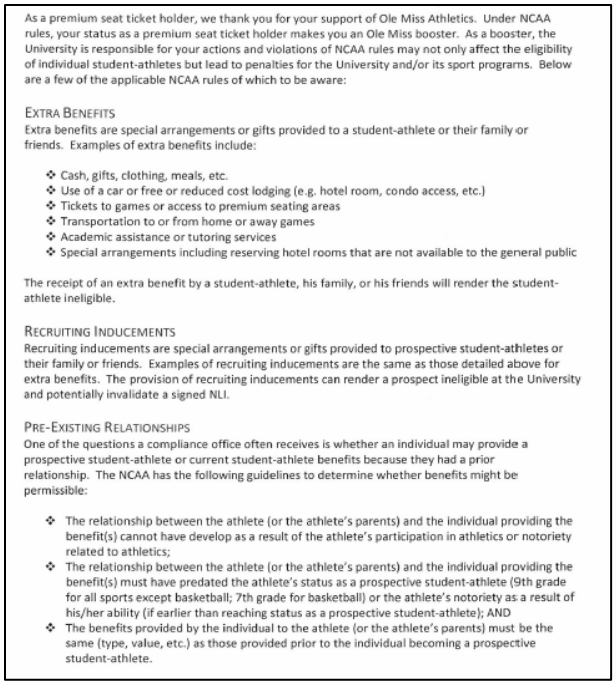
Impermissible Extra Benefits include (examples, not an exhaustive list):

- Providing cash, loans or gifts of any kind (including birthday cards and holiday gifts)
- Purchasing or providing meals
- Providing housing for free or at a reduced rate
- Providing special discounts for goods and services (haircut, car repair, etc.)
- Purchasing complimentary admissions from a student-athlete
- Providing an automobile or use of automobile
- Providing room, board, transportation or any other special arrangement for a student-athlete or his/her family or friends
- Providing special seating (i.e. club or suite seats) to student-athletes or their family

[93] Compliance personnel attempt to update the local business mailing list each year. From available records, [Booster 3], [Booster 11], and [Booster 8] – the three local businesses identified in the Notice – have been on the mailing list and received these additional educational materials at all pertinent times.

See Exhibit 21-8, 2017 Mailing List. Local businesses also receive periodic rules education throughout each academic year. Although the number of mailings and/or contacts has varied over the years, these businesses usually receive information about NCAA rules compliance from the University's compliance office at least twice a year, including information about the impermissibility of providing cash, gifts, and transportation to prospective student-athletes.

Once the season begins, every home football game program contains compliance information highlighting important booster-related information and prohibitions:[94]



As a premium seat ticket holder, we thank you for your support of Ole Miss Athletics. Under NCAA rules, your status as a premium seat ticket holder makes you an Ole Miss booster. As a booster, the University is responsible for your actions and violations of NCAA rules may not only affect the eligibility of individual student-athletes but lead to penalties for the University and/or its sport programs. Below are a few of the applicable NCAA rules of which to be aware:

EXTRA BENEFITS

Extra benefits are special arrangements or gifts provided to a student-athlete or their family or friends. Examples of extra benefits include:

- Cash, gifts, clothing, meals, etc.
- Use of a car or free or reduced cost lodging (e.g. hotel room, condo access, etc.)
- Tickets to games or access to premium seating areas
- Transportation to or from home or away games
- Academic assistance or tutoring services
- Special arrangements including reserving hotel rooms that are not available to the general public

The receipt of an extra benefit by a student-athlete, his family, or his friends will render the student-athlete ineligible.

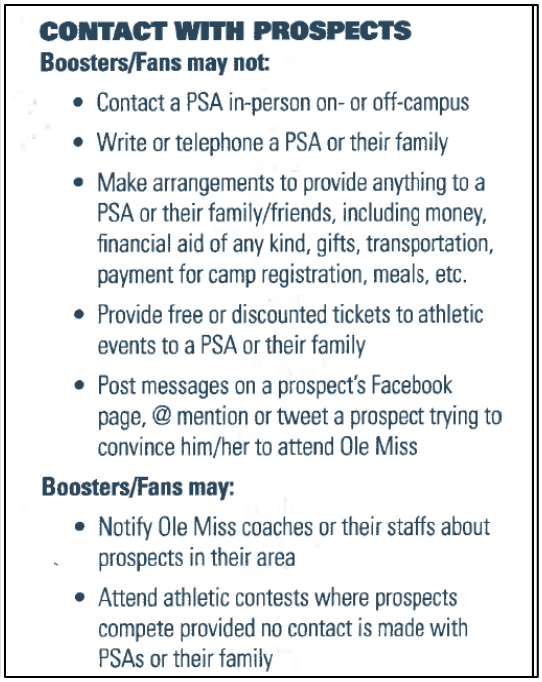
RECRUITING INDUCEMENTS

Recruiting inducements are special arrangements or gifts provided to prospective student-athletes or their family or friends. Examples of recruiting inducements are the same as those detailed above for extra benefits. The provision of recruiting inducements can render a prospect ineligible at the University and potentially invalidate a signed NLI.

PRE-EXISTING RELATIONSHIPS

One of the questions a compliance office often receives is whether an individual may provide a prospective student-athlete or current student-athlete benefits because they had a prior relationship. The NCAA has the following guidelines to determine whether benefits might be permissible:

- The relationship between the athlete (or the athlete's parents) and the individual providing the benefit(s) cannot have develop as a result of the athlete's participation in athletics or notoriety related to athletics;
- The relationship between the athlete (or the athlete's parents) and the individual providing the benefit(s) must have predated the athlete's status as a prospective student-athlete (9th grade for all sports except basketball; 7th grade for basketball) or the athlete's notoriety as a result of his/her ability (if earlier than reaching status as a prospective student-athlete); AND
- The benefits provided by the individual to the athlete (or the athlete's parents) must be the same (type, value, etc.) as those provided prior to the individual becoming a prospective student-athlete.



CONTACT WITH PROSPECTS

Boosters/Fans may not:

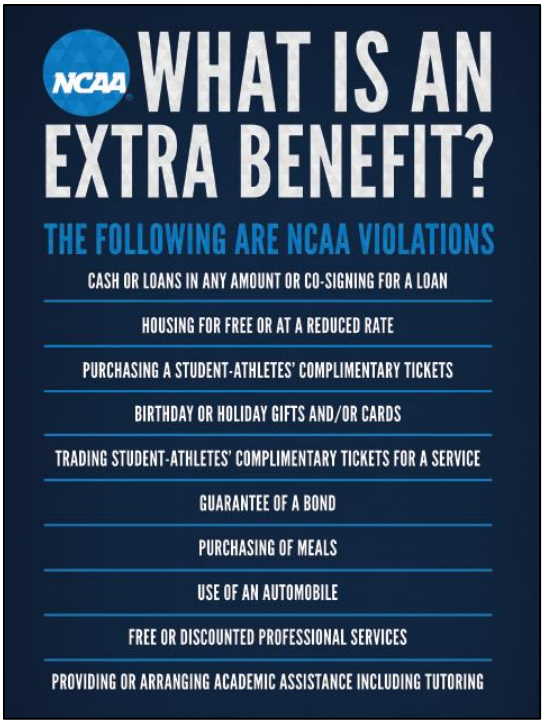
- Contact a PSA in-person on- or off-campus
- Write or telephone a PSA or their family
- Make arrangements to provide anything to a PSA or their family/friends, including money, financial aid of any kind, gifts, transportation, payment for camp registration, meals, etc.
- Provide free or discounted tickets to athletic events to a PSA or their family
- Post messages on a prospect's Facebook page, @ mention or tweet a prospect trying to convince him/her to attend Ole Miss

Boosters/Fans may:

- Notify Ole Miss coaches or their staffs about prospects in their area
- Attend athletic contests where prospects compete provided no contact is made with PSAs or their family

For premium seat ticket buyers, these programs are complimentary and come with specific rules education inserts:

[94] Similar information is also included in every home basketball and baseball program. *See e.g.,* Exhibit 21-9, Compliance Information from Baseball Program.



Given this history of booster education and the University's extensive compliance efforts, it is not accurate to suggest that the University created a culture of non-compliance with respect to its boosters.[95] As demonstrated by its dealings with the boosters implicated in the Notice, including how the University has approached their disassociation, the University has a strong commitment to building and enforcing a culture of compliance in all aspects of its athletics program.

First, an examination of the [Family Member 1] allegations (Allegations Nos. 11, 18, and 19) reveals the University's dedication to booster education. [Booster 6's] provision of free lodging to [Family Member 1] (Allegation No. 11) took place in secret, using a one-on-one messaging service through their private social

[95] The University's booster-related compliance efforts do not end with education. The compliance department has several systems in place to minimize booster misconduct – intentional or otherwise. These include, for home football games, monitoring The Grill at 1810, a cafeteria open to the public and located within the football program's indoor practice facility. Compliance also monitors all field exits, the team tunnel, locker room, and parent meeting areas at pertinent times. A compliance officer also monitors the team locker room and sideline areas pre-game, in-game, and postgame. For post-season games, two dedicated compliance personnel attend and also monitor each bowl practice. Compliance observes and monitors each premium seating area to ensure no prospects impermissibly enter areas before the game, and compliance staff conduct at least one sweep of the area each half. For away football games, one compliance staff member travels with team. That compliance staff member is charged with monitoring the team hotel (lobby, team meeting room, hallway) and typically attends at least one team meal.

media accounts.[96] In the roughly two years prior to his commission of NCAA violations, the University's compliance staff had issued no less than nine rules education reminders expected to reach [Booster 6]. *See* Exhibit IN-7 at [Booster 6] 0001-0019, Collection of [Booster 6]-related Education Materials. This included the University's compliance office sending a mailer specific to area hotels, including [Booster 6's], in the immediate aftermath of the NCAA's Notice of Allegations to the University of South Carolina, Columbia, emphasizing the prohibitions against hotels providing extra benefits to student-athletes.[97] *See* Exhibit 21-11, FB 4474-4475.

Similarly, as described in Allegation No. 18, [Booster 5] was well-educated on NCAA legislation. As a baseball season ticket holder since 2010, a football season ticket-holder since 2013, and member of the University's Vaught Society (a designation based upon lifetime donations, season ticket purchases, etc.), the University's compliance staff had issued no less than eight rules education reminders expected to reach [Booster 5] in the three years prior to his participation in violations. *See* Exhibit IN-7 at [Booster 5] 0001-0014, Collection of [Booster 5]-related Education Materials. He knew that his conduct towards [Family Member 1] was impermissible, as evidenced by his denying the payment to [Family Member 1] in his interview despite nearly conclusive evidence otherwise.

The other [Family Member 1] related allegation concerned [Booster 3]. [Booster 3] and one of its owners, [Booster 4], are both boosters, and both received detailed rules education. Between August 2011 and

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[96] The University additionally provided education to the parents of student-athletes. A collection of materials, including warnings on free lodging, gifts, and benefits, that was provided to [Student-Athlete 1's] family is attached as Exhibit 21-10, Parent Education. [Student-Athlete 1] would have also received personal rules education, first as a typical football student-athletes and then additional education based on his inclusion in the University's "elite athlete" monitoring program.

[97] The University cannot fairly answer the question why someone like [Booster 6] would violate NCAA legislation after the rules education he received. But [Booster 6's] decision was not the result of a favored position he held within the athletics program. Although [Booster 6] was known as a businessman around Oxford, he did not hold any special status with the athletics program or its football team. He did not come to football practices, serve on any major donor boards, or hold any visible positions in the athletics department. As [Booster 6] explained, his relationship with the University's athletics department was arms-length, as he had denied the University's request to rent one of his hotels for its pre-game lodging needs at going rates, forcing the University to use a hotel nearly 45 miles away in Tupelo, Mississippi. There is no evidence that this was a situation where [Booster 6] enjoyed some special immunity or otherwise felt emboldened to violate the rules due to the University's attitude toward him. Instead, as [Booster 6] certainly understood when the University disassociated him in 2016, all the University's boosters are held to the same high standard of conduct, and deviations from those requirements results in significant consequences.

the August 2014 violations, the University's compliance staff provided rules education to [Booster 4] more than 19 times. *See* Exhibit IN-7 at [Booster 4] 0001-0031, Collection of [Booster 4]-related Education Materials. And it appears the impermissible benefits provided did not originate as a knowing violation of the rules. [Booster 3] understood that it could not provide benefits to student-athletes, but it underestimated the extent of the benefits it was providing, considering them consistent with existing company policies. Although the University concedes a violation occurred, the violation does not indicate a culture of non-compliance at the University as applied to [Booster 3] or [Booster 4]. Instead, as with the other parties involved in this case, the University took swift action to correct any issues at [Booster 3] and continues to work with [Booster 4] to prevent future violations.

An examination of the [Student-Athlete 39] booster allegations involving [Booster 14] and [Booster 10] also reveal a commitment to booster education integral to creating a culture of compliance. [Booster 14], a Vaught Society member and premium season ticket holder for football, received significant and repeated rules education. According to compliance records, no less than six educational pieces were directed at [Booster 14] in the two years prior to his alleged violations. *See* Exhibit IN-7 at [Booster 14] 0001-0016, Collection of [Booster 14]-related Education Materials. During his interview, he demonstrated an understanding of the rules. [Booster 14's] knowledge of NCAA legislation, coupled with his attempts to explain away behavior inconsistent with those rules, indicate [Booster 14] knew better than to contact [Student-Athlete 39] and that the University would not tolerate his actions.

Similarly, [Booster 10] received extensive rules education making clear that contact with a prospective student-athlete (in-person or by phone; on- or off-campus) was not permitted and would not be tolerated. Between September 2011 and his improper contact with [Student-Athlete 39] in (at the earliest) March 2014, the University's compliance staff provided rules education to [Booster 10] more than 10 times. *See* Exhibit IN-7 at [Booster 10] 0001-0017, Collection of [Booster 10]-related Education Materials.

* * *

The University's culture of compliance with respect to boosters is strong. The involved boosters here were well-educated by a persistent compliance staff. [Booster 2], [Booster 6], [Booster 5], [Booster 4],

[Booster 3], [Booster 13], [Booster 14], [Booster 12], and [Booster 10] have all been disassociated. In the cases of [Booster 6], [Booster 5], [Booster 14], [Booster 12], and [Booster 13], who the University believes knowingly and intentionally violated NCAA rules, the University has taken the additional step – and to its knowledge an unprecedented step – of prohibiting them from attending University home athletics events and restricting their access to all athletic facilities.[98] This step, which is intended to send a clear message to all of the University fans and supporters that booster violations will not be tolerated, demonstrates the strength of the University's commitment to its NCAA obligations.

6. Allegation No. 20: The Head Coach Responsibility Allegation

Finally, as the University's response to Allegation No. 20 makes clear, Freeze promotes compliance within his program and monitors his staff appropriately, going above and beyond in compliance education and personally demonstrating the behaviors he demands from his assistants. Based upon all of Freeze's efforts to run a compliant program, including his efforts to involve the University's compliance staff and promote interaction among his coaches and the compliance office, Allegation No. 20 does not support the claim that the University lacked institutional control.

B. Allegation No. 21-(b) – Monitoring

The University does not agree that it failed to monitor its program as alleged and further denies that the factual information supports this charge or indicates a lack of institutional control. This allegation is notable for what it lacks. The enforcement staff does not point to any particular failing by the University or identify the mechanism by which it contends the University should have more properly monitored its program, asserting instead that the allegation is supported by the "recurring misconduct" of staff members and the fact that violations occurred "at or near the institution." But the violations at issue in this allegation, although contrary to the University's values and compliance efforts, are not examples of "recurring conduct" – apart from invoking the same bylaws – because the nature and circumstances surrounding the violations differ in significant respects. Further, from the University's perspective, the fact that the violations occurred

[98] Additionally, any priority points these individuals had accumulated through the Ole Miss Athletics Foundation priority point program were forfeited.

"at or near the institution" is unremarkable. Most recruiting violations, particularly those relating to student-athletes or prospective student-athletes, occur on or near campus. The location of the violation is also immaterial in considering the significant monitoring efforts that the University undertook to prevent and detect problems. The University's discovery and self-reporting of many of these violations indicates that its monitoring systems are operating as intended and that its compliance personnel are actively overseeing those systems.

Contrary to the fundamental premise of this allegation, the University's monitoring of its football program has been and continues to be forceful and appropriate, following best practices and standards that exceed what occurs in other programs. The University's extensive educational efforts have been detailed above. However, the back-end detection efforts are similarly robust, especially as it pertains to the recruiting visits which form the basis for this allegation. In particular, the University has (across all sports) detailed measures in place, all clearly conveyed to appropriate personnel, to maximize compliance with applicable legislation during prospect visits.[99] These measures involve institutional personnel from varying departments and include multiple cross-checks and reviews to minimize the risk of violations. When the University has learned of visit violations, it has timely reported them and taken appropriate action.

[99] The content and importance of these institutional policies is repeatedly conveyed to the appropriate members of the football staff who are aware of their responsibilities and the consequences of non-compliance. Over the past four academic years, the University's compliance department has averaged 11 meetings per year specific to recruiting logistics, all above and beyond the frequent rules education meetings. These meetings are intended to cover the specifics of upcoming visit weekends – *i.e.*, what prospective student-athletes are coming; how are they getting to campus; who is coming with them; where will they be staying, etc. Before the larger recruiting weekends – typically in late January – the entire staff regularly attends broader, rules education-based meetings. In addition to these in-person meetings, compliance personnel regularly e-mail "quick reminders" to the staff and athletics personnel on issues relating to official visits. These emphasize the impermissibility of arranging "personalized recruiting aids (*e.g.*, personalized jerseys, personalized audio/video scoreboard presentations) for a prospective student-athlete during a visit (*i.e.*, in locker room, hotel, etc.)" and of permitting "a prospective student-athlete to engage in any game-day simulations during an official or unofficial visit[.]" *See* Exhibit 21-12, Compliance Email to Football Staff (January 17, 2012) (sending "quick reminders" regarding official visits); Exhibit 21-13, Email from Compliance to B. Wenzel (January 15, 2013) (providing reminders on meals and entertainment); Exhibit 21-14, Email from Compliance to Football Staff (January 23, 2013) (e-mail to staff regarding game day simulations). The ongoing monitoring efforts occasionally result in staff members or compliance officials raising questions or concerns. *See* Exhibit 21-15, Email from Compliance to SEC (January 17, 2013) (inquiring as to permissibility of paying expenses for two parents and legal guardian).

1. Compliance Monitoring Before Visits

Monitoring begins before a prospect ever steps foot in Oxford. First, compliance officials conduct an initial eligibility assessment for each prospect that is scheduled to come to the University before the official visit can begin. This policy allows the compliance office to track where prospects stand academically and catch possible "red flags." Moreover, the compliance office must also receive and approve an Official Visit Approval Form (along with a visit itinerary) for any prospect the football program wants to bring to campus. That form has always required a variety of information, including visit dates, student-host information, entertainment money to be distributed, and mode of transportation. In August of 2013, in response to the miscommunication that led to a violation as described in Allegation No. 8, the compliance staff updated the form to seek the start and end time for the visit; place of lodging; the names of any guests; and the relationship of any guest to the prospective student-athlete.

To identify any potential issues, compliance personnel analyze completed forms which includes confirmation that the prospect is registered with the NCAA Eligibility Center and that his or her transcript, test scores, and itinerary have been received. *Id.* If there are any questions or concerns, institutional policy requires that compliance follow-up with an appropriate staff member. After approving the paperwork, compliance forwards it to the University's business office. Policy prohibits the business office from booking a flight or hotel room until that approval is received. Recruiting coaches and/or football sport-specific staff members are copied on the e-mail approval to the business office, which includes applicable NCAA rules reminders based upon the itinerary submitted. *See e.g.*, Exhibit 21-16.

Once the business office receives all approvals, it provides the compliance office with a list of guests names for hotel rooms reserved by the athletics department. *See e.g.*, Exhibit 21-17. This list serves as a cross-check to ensure that no rooms have been reserved contrary to NCAA rules. Compliance personnel also prepare and provide members of the recruiting staff with a mileage spreadsheet to indicate how much each official visitor may be reimbursed per NCAA and University rules. *See e.g.*, Exhibit 21-18. This process ensures that each visitor receives the mileage reimbursement to which he or she is entitled and serves to confirm specific facts pertaining to each visit (*i.e.*, who is attending and from where).

2. Compliance Monitoring During Visits

The compliance staff is fully engaged during visit weekends. Their work starts with any pre-game meals. The University invites visiting prospects (for all sports) to eat any pre-game meal at The Grill at 1810, a cafeteria open to the public and located within the football program's indoor practice facility. Payment for the fixed-price meal is made upon entrance directly to the third-party vendor at the cash register. Compliance posts a member of its staff at the cash register to ensure prospect payments and to collect receipts, which are labeled with the name of the visitor and attached to that prospect's unofficial visit form.

As prospects – official or unofficial – head to the football game, compliance personnel monitor the issuance of tickets. Compliance staff are also positioned to ensure no prospects impermissibly enter a premium seating area. On the field, compliance staff monitor prospects on the sidelines during pre-game activities. Field access points are controlled and monitored to avoid contact between boosters and prospects. Compliance staff also monitors the tunnel and locker room areas pre-game. Prior to kick-off, compliance completes a sweep of the field to ensure all prospects have returned to the stands.

During the game, compliance staff monitor the sidelines to ensure prospects, prospects' guests, and prospects' coaches do not re-enter the field. Compliance staff also visit each premium seating area at least once each half. Staff also monitor the areas outside the locker rooms during halftime. When in-game meals are provided to official visitors, compliance staff attend and monitor those meals. As the game ends, compliance staff return to the field, team tunnel, locker rooms, and parent-meeting areas to monitor for any additional issues.

3. Compliance Monitoring After Visits

Monitoring efforts continue post-visit. After each official visit weekend, compliance personnel confirm: (1) how each prospective student-athlete arrived on campus; (2) what guests accompanied him or her; (3) where the prospect stayed; (4) how many complimentary tickets were used; and (5) what meals were eaten. Prior to leaving campus, each official visit prospect (who receives mileage) is required to sign a form for his or her mileage reimbursement and every prospect confirms that the visit's logistics met the applicable

NCAA rules outlined on their form. A coaching staff member is required to sign a form confirming that the official visit conformed to NCAA, SEC and University rules and policies.

Any procurement card charges made on an official visit are equally reviewed and verified on the post-official visit form. As a cross-check, the business office reconciles the use and return of any petty cash utilized for unexpected expenses during the visit with provided receipts. For expenses incurred associated with meals offered during official visits, the University requires that the football staff provide a meal receipt from any vendor providing food to a prospect. The staff member must also provide a receipt confirming payment to the vendor (or the vendor may seek direct billing from the University) and a list of all persons eating the meal. These receipts are cross-checked against the guests identified by the prospects. The University's business office goes behind the forms and receipts to audit the actual money provided and confirm that no money is missing.

Compliance equally works to monitor unofficial visits after-the-fact. For example, post-unofficial visit work includes an effort by the compliance department to review the Unofficial Visit Forms submitted by each sport to ensure completeness and that the information does not implicate NCAA rules violations.[100] Compliance staff completes a review of social media, recruiting services, and internet message boards after each recruiting weekend to: (1) serve as a cross-check to ensure that sports are properly completing unofficial visit paperwork (*i.e.*, to ensure that any prospect reported as having been on campus is accounted for with a completed form); and (2) determine issues like improper contact with boosters (particularly famous alumni and past players) and personalized presentations (jerseys in lockers, etc.). This internet-driven review is typically a weekly occurrence but, after larger recruiting weekends, it is done more frequently. And given the violations that were identified in this case through the University's social media review (*e.g.*, Allegation No. 5), it is a demonstrably effective monitoring tool.

The University has faithfully and consistently implemented its monitoring policies with respect to its recruitment of the prospective student-athletes at issue in the Notice and has not ignored "recurring" or other

[100] These forms seek information like that of the Official Visit Approval Form; namely, dates of arrival and departure, meals, lodging, accompanying guests, and means of travel.

problems in the football program. For example, Allegation No. 5, which initially resulted from one coaching staff member's mistaken application of the pre-existing relationship rule, was caught by the University's compliance staff, investigated by the University, and then self-reported to the enforcement staff. The problem was neither recurring nor ignored. The University's monitoring also worked in real time to identify the violations in Allegations Nos. 6, 8, and 19-(c) which involved entirely different institutional actors and factual circumstances. Allegation No. 6 involved a video featuring recruits and their families. Allegation No. 8 related to a mistake over who could receive lodging and food during an official visit. And Allegation No. 19-(c) involved excessive use of a loaner car provided without the knowledge of or any request by a staff member. Because none of these independent violations resulted from a failure to monitor, none would support a failure to monitor charge. In fact, Allegations Nos. 5, 6, 8, and 19-(c), all of which were included in the 2016 Notice, were not the subject of a failure to monitor charge in that Notice. It is unclear to the University how or why these allegations would support such a finding now, either individually or considered collectively.

The details of several allegations or their discovery reflect positively upon different aspects of the University's compliance function. For instance, in Allegation No. 5, Harris learned through the paperwork-driven processes described above that one of the involved recruits, [Student-Athlete 8], had not paid his share of his lodging or meals during an unofficial visit and required him to return to campus and provide reimbursement. The compliance office's review of social media led to the discovery of [Booster 2] and his involvement. And with respect to Allegation No. 14, the University's compliance office checked its receipt of cash reimbursements for meals against records of meals provided, determining that, because the amount of money collected by the football staff matched the number of meals provided, there was no issue.[101] Similarly, the loaner car in Allegation 19-(c) was spotted and flagged by compliance staff on a monitoring walk-through of parking lots frequently used by student-athletes.

[101] The University now knows the receipts were inaccurate, at least as to the source of the cash. The fact that the cash received by the business office matched the receipts for the weekends at issue reflects the lengths to which someone went to hide misconduct. In similar instances, this Committee has recognized that an institution's efforts cannot prevent or detect all violations, particularly when committed by individuals determined to avoid detection and violate rules.

Lastly, the University's otherwise effective monitoring programs were actively subverted for the remainder of the allegations.[102] Several subparts of Allegation No. 14 pertaining to transportation, for example, involve a staff member (Farrar) and a prospect ([Student-Athlete 39]) providing inaccurate information to the University's compliance staff and head coach. By necessity, the University relies upon recruited parties as well as its employees to truthfully disclose the circumstances of each visit. Where those individuals provided or attested to false information, the fault is theirs, not the system's. No monitoring system could have detected that Farrar was using an attorney-client relationship with his personal attorney [Booster 14] to encourage impermissible contact with [Student-Athlete 39]. The University's regular review of Farrar's institutional phone records – in combination with Farrar's constant certifications regarding compliance with the University's contact policies – did not turn up any "red flag" pertaining to Farrar's usage of his University-issued cell phone, either by the volume of calls, lack thereof (which might suggest use of another phone), or the numbers called.

The Committee has previously acknowledged that the existence of a violation does not amount to a failure to monitor if the monitoring systems are otherwise appropriate. That principle applies here, where the University's compliance office and its monitoring systems discovered nearly 40 percent of the allegations cited, and where another 40 percent were concealed from view by Farrar's efforts to use the system he was trained to follow to deceive his head coach and the University's compliance personnel.

C. Allegation No. 21-(c) – [Booster 3]

This allegation poses two questions. First and most appropriately for the macro-level analysis typically associated with lack of institutional control, did the University's monitoring program with respect to student-athlete vehicles fulfill its institutional obligations? Second, and much more narrowly, did the University's October 2014 inquiry or the error that flowed from it fall short of the University's obligations

[102] To the extent the University has denied or contested the underlying allegations identified in support of Allegation No. 21-(b), it follows that the University's monitoring program did not fail with respect to those allegations. However, if the Committee disagrees as to one or more of those contested allegations and finds a violation, any such violation was actively concealed and did not result from a failure to monitor.

under the monitoring Bylaws?[103] As to both questions, the University's monitoring program was thorough, well-communicated, and worked as intended. That program identified [Student-Athlete 1's] first loaner car in mid-October 2014 and [Student-Athlete 2's] loaner car the following year. The fact that the University, with the benefit of hindsight, would respond differently today than it did in October 2014 does not constitute a lack of institutional control.

1. The University's Vehicle Monitoring Program Is Adequate and Effective

The starting point for this analysis is whether the University created adequate systems to monitor student-athlete vehicles. At all relevant times, the University: (1) required all student-athletes to register their vehicles each year;[104] (2) instructed all student-athletes to timely register any change in vehicle status through an internal athletics database; (3) conducted regular inspections of the parking lots most often used by student-athletes for suspicious or unfamiliar vehicles (*i.e.*, no University parking decal or hangtag, or new or high-end vehicles, etc.); (4) conducted ongoing rules education on impermissible benefits and vehicle-related violations; (5) implemented a supplemental monitoring system for "high profile" student-athletes in 2013-14 with heightened scrutiny of prominent student-athletes, including regular meetings to ensure no changes in vehicle status;[105] and (6) requested and reviewed parking services reports on every student-athlete to cross-check vehicle registration information provided by the student-athletes, to identify outstanding or significant

[103] This second question is not an institutional control issue even if answered affirmatively. Even if the University failed in monitoring [Student-Athlete 1's] loaner car in October 2014, that violation would be considered, at worst, a Level II violation. *See, e.g.*, California State University (December 7, 2016) (finding level II violation where institution failed to monitor former staff member's activities surrounding 10 student-athletes' online coursework). In the 2016 Notice, the enforcement staff reached the same conclusion; the staff did not allege a loss of institutional control but alleged a Level II failure to monitor based on the loaner cars. With no additional investigation about loaner cars since that time, the University objects to its inclusion in Allegation No. 21. *See* Exhibit IN-3, Correspondence to COI (April 28, 2017).

[104] If a student-athlete fails to provide the required registration paperwork and information to the compliance staff, the student-athlete is placed on an internal "hold list." Student-athletes on the "hold list" do not receive scholarship checks until they satisfy outstanding deficiencies. FI No. 207, at 39, Matt Ball 8/11/15 transcript.

[105] [Student-Athlete 1] was a part of this "high profile" program. He met with compliance staff as part of the "high profile" program to specifically discuss compliance-related topics, including his vehicle arrangements, in November 2014, April 2015, and May 2015. FI No. 223 at FB 4444-4445 and FB 4464-4465B.

parking or traffic citations issued to student-athletes, and to monitor the vehicles associated with student-athletes as a result of parking violations.[106]

This vehicle monitoring program is the product of considerable thought and effort. To the University's knowledge, the enforcement staff does not take issue with its breadth or application. There is no dispute that the University's policy and monitoring efforts worked exactly as intended when: (1) a review of a parking service's report flagged [Student-Athlete 1's] first loaner car in October 2014; and (2) a regular, pre-season monitoring sweep of vehicles in a student-athletes parking lot discovered [Student-Athlete 2's] loaner car.

2. The University's Monitoring of [Student-Athlete 1's] First Loaner Car was Reasonable

As outlined in Allegation No. 19-(a), [Booster 3] provided [Student-Athlete 1] use of a 2012 Nissan Titan before August 2014 while his personal vehicle (a 2002 Chevrolet Impala) was being repaired. [Student-Athlete 1] did not notify the University of these repairs during the summer of 2014, nor did he register the Titan with the University's parking services until October 2014. [Student-Athlete 1] never registered the Titan with compliance as instructed. Between August 28, 2014, and October 1, 2014, the Titan received eight parking citations on six different dates. FI No. 192, FB 3468. Based upon these records, [Student-Athlete 1] did not regularly park the Titan near the football offices or facilities, as the Titan was only cited once in a lot frequently used by football student-athletes.[107] *See id.* Importantly, even though the compliance office received monthly reports from parking services, compliance personnel had no knowledge of any of these tickets during late August, September, and part of October because [Student-Athlete 1] had not registered the vehicle

[106] The University's compliance office first began receiving manually-compiled parking services reports on an annual basis in 2012. After a database update allowed the University to generate the reports electronically in September 2014, the compliance staff began receiving parking services' reports on a monthly basis. In May 2015, compliance requested the reports on a bi-monthly basis. As the technology improved – and out of an abundance of caution – compliance requested and began receiving weekly reports in June 2015. When a report suggests that a student-athlete is in possession of a new or previously unregistered vehicle, the compliance office contacts the student-athlete and inquires about that vehicle. This additional check is intended as a fail-safe to confirm the accuracy of reports given by student-athletes during their initial registration with the parking services and compliance offices each fall.

[107] The other citations were received in lots that were residential or faculty/staff only and, accordingly, were not lots monitored by random compliance sweeps.

as the University required, sought a temporary parking tag, or otherwise provided any information that associated the Titan with him.

On October 1, 2014, because it was parked illegally, it was not registered, and it had already received a number of tickets, the Titan was booted. *Id.* On October 3, 2014, [Student-Athlete 1] was forced to go to the University's parking services department to purchase a temporary parking permit so that the boot would be removed. This marked the first time the Titan was associated with [Student-Athlete 1] in any University record. FI No. 192, FB 3467.

Around October 14, 2014, while reviewing the monthly report from parking services, the University's compliance staff noted that [Student-Athlete 1] had registered the Titan with the University's parking services (but not the compliance office) several days earlier. While the October report included the October 1, 2014, citation and boot, it did not include any of the August and September citations associated with the Titan because they were issued at a time when the vehicle was not associated with [Student-Athlete 1].

After learning about the Titan, the University's compliance staff immediately began an inquiry into the circumstances surrounding [Student-Athlete 1's] use of that car. The compliance staff secured the Titan's vehicle identification number ("VIN") from parking services, ran a VIN report, and determined the Titan had been registered to two different individuals who were not boosters (one of whom presumably sold the Titan to [Booster 3]). FI No. 223. This VIN report did not identify any affiliation with [Booster 3]. *Id.* The compliance staff also began looking for the Titan in areas where football student-athletes frequently park, ultimately locating the Titan in a faculty/staff parking lot near the athletics center. The Titan had a [Booster 3] promotional plate rather than a license plate, suggesting that the Titan was a loaner car or had been recently purchased. The compliance office then requested a meeting with [Student-Athlete 1] to discuss the Titan.

During this meeting, [Student-Athlete 1] told the University's head of athletics compliance, Matt Ball, that [Booster 3] had loaned him the Titan while his Impala was being repaired. [Student-Athlete 1] did not disclose that [Booster 3] had already determined that his vehicle was unrepairable or that the Impala had been in the shop for more than two months. Instead, [Student-Athlete 1] told Ball that he had only been driving

the Titan for a few weeks. FI No. 50 at 33, Matt Ball 7/10/15 transcript. The records available to the compliance office at the time corroborated [Student-Athlete 1's] account – *i.e.*, the only tickets included in parking services' reports were those issued on October 1, 2014, and [Student-Athlete 1] had obtained a one-week temporary parking pass on October 3, 2014. FI No. 223. Compliance staff also confirmed with [Student-Athlete 1's] coaches that they understood his vehicle was in for repairs.

Based upon the information provided by [Student-Athlete 1], the compliance staff's review of the parking services records available at the time, and verbal corroboration from members of the coaching staff, the University reasonably believed [Student-Athlete 1] only had use of the Titan for a limited period in October. FI No. 50, at 35, Matt Ball 7/10/15 transcript. The University concluded that the short-term use of a loaner car during repairs was not a violation. Nevertheless, the compliance staff instructed [Student-Athlete 1] to return the Titan to avoid the appearance of impropriety. *Id.* at 32-33. They also followed-up with [Student-Athlete 1's] position coach and again with [Student-Athlete 1] to confirm the Titan was promptly returned. *Id.*

With the benefit of hindsight and additional information, the University knows that its initial conclusion was incorrect; [Student-Athlete 1] received improper benefits. Nevertheless, the University's efforts at the time did not fall short of its obligations to monitor its athletics program. The University's inquiry was reasonable under the circumstances, as was its conclusion that no violation occurred. The University had no reason to believe [Student-Athlete 1] had been less than forthright, particularly where the information available from the University's monitoring program and coaches corroborated [Student-Athlete 1's] account.

* * *

The policies and procedures making up the University's broad vehicle monitoring program were adequate, monitored, and enforced. Applicable rules were clearly communicated, and its compliance forms and monitoring efforts were appropriate and robust. There was timely communication among the various University offices to maximize compliance. These general efforts were specifically applied to [Student-Athlete 1]. Accordingly, Allegation No. 21-(c) cannot stand.

D. Allegation No. 21-(d) – Head Coach Control

Allegation No. 21-(d) is premised upon two findings from the University's 2016 case and Allegation No. 20 against Freeze. None of these three, neither the prior two findings nor the current head coach responsibility allegation, supports the lack of institutional control charge. Notably, the enforcement staff did not bring a lack of institutional control charge based upon many of the same underlying issues in the 2016 Notice but asserts that, considered together, the charges demonstrate a larger failing at the University pertaining to its head coaches.[108] The evidence does not support that assertion.

As explained in the University's response to Allegation No. 20, Freeze has put forth sufficient evidence to rebut the presumption of responsibility, and, as a result, the Committee should not subject him to penalties based upon violations that have occurred within his program. Far from displaying a lack of control (institutional or in the football program), an analysis of Freeze's program reveals an emphasis on rules compliance with his staff and strong monitoring systems. Second, there are substantial differences between the allegations involving Freeze and his program and what occurred in the University's women's basketball and track and field programs.

The University's former women's basketball head coach, Adrian Wiggins, admittedly abdicated his responsibilities to the University and his program by failing to take part in any compliance efforts for a period soon after he was hired.[109] Wiggins's conduct was unacceptable and represented a significant deviation from the University's expectations. In contrast, there is no suggestion in this case that Freeze ever attempted, at any time, to delegate his compliance responsibilities to his assistant coaches or to anyone else. To the contrary, the factual record shows Freeze has always leaned into his leadership role and compliance obligations.

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[108] As noted, *supra*, the University objects to the staff's efforts to resurrect the two findings resulting from the 2016 Notice in this severed case. *See* Exhibit IN-3, Correspondence to COI (April 28, 2017).

[109] Coach Wiggins explained that he left compliance issues to his staff while he was making arrangements to move to Oxford from the West coast, and that, despite knowing that his staff was recruiting two prospects with troublesome academic records, he did nothing to monitor his assistant coach and director of basketball operations, both of whom committed academic fraud. Wiggins described his leadership style as hands-off, letting each assistant be the "head coach" of their areas. This approach did not meet the University's expectations for head coaches.

The University's former track and field head coach, Brian O'Neal, tampered with two student-athletes enrolled at other NCAA member institutions – and then provided incomplete and misleading testimony about that violation.[110] Conversely, Freeze has never intentionally violated any NCAA rules, nor provided misleading testimony throughout the University's three-plus year investigation. He has taken appropriate steps to monitor his staff's conduct for rules violations through education and the implementation of multiple compliance systems.

Notably, the University took appropriate measures with Wiggins and O'Neal when they failed to meet the University's expectations for rules compliance. Wiggins was placed on administrative leave and relieved of his coaching duties on October 22, 2012, and his employment at the University was ultimately terminated. The University requested O'Neal's resignation on June 22, 2015.

Allegation No. 21-(d) fails because the University's head coaches are properly trained by compliance staff, given access to innumerable resources, and fully supported by the University's administration. None of the three issues cited in the allegation individually demonstrate a lack of institutional control, and there is no pattern between them that suggest a collective absence.

E. The Committee's Precedent Does Not Support The Allegation

In the past 20 years, this Committee has issued approximately 21 infractions reports that included a finding of lack of institutional control. In those instances, the lack of institutional control reflected a high-level analysis aimed largely at a single inquiry: does the institution have adequate controls in place to prevent and detect violations that threaten the collegiate model of athletics? Of the 21 infractions reports, each case fell into one of two categories (or both): (1) institutional-wide compliance failures, typically relating to certification, eligibility and/or financial aid across multiple sports; or (2) violations committed by an "insider" booster with well-known relationships with student-athletes (and/or institutional staff members) whose activity raised "red flags" that were ignored. This case falls into neither of those well-defined categories.

[110] Coach O'Neal's assistant coach also committed a practice violation by observing recruits when they participated in light training runs. Coach O'Neal knew recruits were traveling with team members to the location of the training runs and running at the same location but did not take any action to confirm the assistant coach overseeing those runs was not holding "tryouts" by observing the recruits.

The majority of lack of institutional control cases spring from an "expansive, systematic breakdown" in compliance – whether based upon the absence or insufficiency of a monitoring system, the failure to sufficiently train those affected by or ensure its use, and/or a failure by institutional leadership to establish compliance as a priority.[111] *See e.g., Southern University, Baton Rouge* (November 16, 2016) (basing lack of institutional control, in large part, on campus-wide failure in eligibility certification process resulting in "improper[] certifi[cation] of more than 200 student-athletes during a six-year period in all 15 sports."). The overarching failures typically result in dozens of ineligible student-athletes spanning multiple sports over multiple years. *See* Exhibit 21-19, Summary of LOIC Cases (2006-2017).

This case presents multiple, serious violations, but it does not include a department-wide breakdown on an issue or issues impacting dozens of student-athletes across sports, a factor present in almost all lack of institutional control case over the past 20 years. This case is undoubtedly distinguishable from that majority of first-category cases.

The second category of cases – "high profile" booster cases – is smaller but similarly distinguishable. Over the past 20 years, only three Committee reports have heavily relied on "insider" booster activity to substantiate a lack of institutional control. In each, the focus was never on the number of boosters or the extent of impermissible benefits or recruiting inducements; instead, in these few cases the focus – and basis for the lack of institutional control – was the institution's failure to address or recognize "red flags" associated with an "insider" booster whose relationship(s) with student-athletes was well-known to or even encouraged by the institution.[112]

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[111] These "systematic breakdown" cases constitute more than 90% of this Committee's recent lack of institutional control findings.

[112] The Committee has regularly considered cases involving "typical" boosters (who are not "insiders") without finding a lack of institutional control. *See e.g.*, Stanford University (September 15, 2016) (finding two athletics representative to have provided impermissible lodging, gifts, and intermittent use of an automobile, collectively valued at more than $3,400, to student-athlete without lack of institutional control (or failure to monitor)); University of Missouri (August 2, 2016) (finding two athletics representatives provided more than $10,000 in impermissible inducements and extra benefits to multiple student-athletes and their families, including discounted lodging at a resort and free meals, without lack of institutional control). The Committee's distinction between the monitoring efforts expected for a "typical" booster and expectations concerning an "insider" began with the *University of Alabama* (February 1, 2001), where "the committee recognize[d] . . . that in the concentric circles of institutional responsibility, the conduct of representatives

Most recently, in *Syracuse University* (March 6, 2015) the Committee premised its lack of institutional control finding, in part, on the institution's failure to make any effort to confirm the propriety of relationships between multiple student-athletes and a "high profile" booster. The well-known booster wore many "hats" activating NCAA legislation and "required specific monitoring and, in some cases, education."[113] *Id.* at 60. The booster had "extensive relationships" with the men's basketball staff, highlighted by his access to the men's basketball practices, locker room and the weight room for a period of years. *Id.* at 5, 15. This unfettered access to the program resulted in personal relationships with multiple assistant coaches, the booster regularly exercising with staff members, paying multiple staff members to appear at summer camps, and his employment of multiple student-athletes through a local YMCA. In fact, "institutional personnel facilitated, supported and encouraged the relationships student-athletes and athletics staff developed with the representative[.]" *Id.* at 60-61. This included the head basketball coach specifically "encourag[ing] [a student-athlete's] relationship with the representative[,]" who ultimately "played a major role" in the student-athlete's

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typically sits on the outermost circle. But those athletics representatives provided favored access and 'insider' status, frequently in exchange for financial support, are not the typical representative" and impose a "greater university obligation to monitor and direct their conduct[.]"While no lack of institutional control was found, it was noted that the booster at issue was a "self-proclaimed recruiting junkie" with extensive personal relationships with university administrators, including attending awards banquets with university officials and trustees for 35 years; was well-known to university coaches and staff, as well as to fans; and was commonly observed at team hotels on road games, non-public practice sessions, and summer football camps on campus. *See also University of Michigan* (May 8, 2003) (not finding a lack of institutional control in discussing "insider" booster who attended home visits of prospects made by coaching staff in booster's hometown; had free access to tunnel and locker room areas in basketball arena; was provided complimentary tickets and preferred seating season tickets; developed close personal relational relationship with former head coach and his family; and was authorized by the staff to reserve highly coveted rooms at team hotels at post-season tournaments typically reserved for families of coaching staff and student-athletes); *University of Arkansas, Fayetteville* (April 17, 2003) (not finding a lack of institutional control in discussing "ultimate insider" booster receiving "unique" treatment by athletics department, including staying at athletics director's home while in town to attend athletic events; the director of athletics serving as the best man at the representative's second wedding; the booster and his son being the only individuals with permanent passes for access to the sidelines and locker rooms at football games; and receiving football-coaching apparel and appearing on the sidelines dressed in the same manner as the coaches).

The development of this "insider" booster niche continued over the next ten years, with the Committee "warn[ing] the membership of a greater obligation to monitor those individuals . . . who have insider status" before finally attaching a lack of institutional control charge to an institution with an "insider" booster in 2012. *University of Central Florida* (July 31, 2012).

[113] The booster had an affiliation with an AAU team, was responsible for teaching/directing an activity in which a prospect was involved, served as a mentor to a student-athlete, and qualified as an institutional representative.

life. *Id.* at 8, 15. In doing so, "[t]he institution knew or should have known through its staff that the representative was more than a 'nice guy who would talk to players and try to give them the right advice.'" *Id.* at 15. In committing a cornucopia of violations, the Committee noted instances "in which it appeared the representative operated in plain view of institutional staff." *Id.* at 12.

In support of its lack of institutional control finding, the Committee noted several "red flags" about which the staff was aware that should have triggered some effort to monitor or investigate:

- Student-athletes were allowed to perform community service and promotional activities under the supervision of the booster at a YMCA. However, "[a]t no time during [these activities] through the YMCA did institutional members . . . conduct[] a site visit to monitor or review the nature or terms of the community service activities." *Id.* at 8. Violations resulted;

- After the head coach encouraged a student-athlete's relationship with the representative, the former director of compliance simply relied on the representative to keep him informed about the student's activities, going so far as to have the student-athlete execute a release authorizing the representative to have access to the student's medical and academic records. *Id.* at 9. Violations resulted;

- The compliance office instructed the representative to obtain approval prior to providing student-athletes with any benefits or special arrangements through an otherwise-permissible mentoring program, but the institution did not report ever requiring or receiving approval requests. *Id.* at 10. Violations resulted;

- While both the head basketball coach and a former assistant coach reported they knew the representative was paying student-athletes to work at the YMCA, no effort was made to look into the type of work being performed, the propriety of the payments received, or to notify the compliance office. *Id.* at 11. Violations resulted; and

- The institution "approved but took very few steps to investigate or confirm the terms of" an internship opportunity for student-athletes connected with a particular institutional course. *Id.* at 13. Again, violations resulted.

Perhaps most tellingly, while the institution "repeatedly described instances in which it sought assurances from the representative that he would not provide extra benefits or special treatment" to its student-athletes (*i.e.*, it recognized the extensive involvement as an area ripe for possible violations), it could not provide a single example of NCAA rules education provided to the representative over the years.[114] *Id.* at 15-16.

[114] The *Syracuse University* decision also contained multiple institutional breakdowns, including a failure by senior athletics administration to follow the university's drug testing policy; support staff operating contrary to its policies and procedures in handling student-athlete academic progress; an express fear of reporting violations for fear of retaliation; a failure to provide meaningful rules education to tutors, boosters, and coaches; and the absence of a system to verify and monitor community service performed by student-athletes.

In the *University of Miami* (October 2013), the institution's lack of institutional control was rooted in the institution's failure to educate, control or monitor the conduct of a similarly-situated high-profile booster who "enjoyed a special status and was well-known by institutional officials[.]" *Id.* at 62. The booster was "extremely visible"' and "the institution clearly embraced him." *Id.* He certainly did not "'fly under the radar' as the institution assert[ed] but rather was a major supporter of their athletics programs," which triggered the "greater responsibility" to monitor. *Id.* The Committee identified several factors establishing the "insider" status of the booster, including: (1) his donation of several hundred thousand dollars to the institution's athletics program; (2) naming a student-athlete lounge after him; (3) allowing the booster to lead the team out of the locker room tunnel and onto the field before kickoff; (4) granting the booster access to the sidelines during football games; and (5) supporting the booster's organization of a fundraiser for athletics from which $50,000 was donated to the athletics program. In fact, it was the institution that encouraged the booster to become connected to its sport programs. *Id.* at 62. This encouragement led to the high-profile booster having "uncommon access" to staff and student-athletes, resulting in his entertaining approximately 30 prospects and student-athletes at his home, on his yacht, and in various restaurants and strip clubs in and around Miami over a nine-year period. *Id.* at 33.

The institution "provided no oversight to identify any potential concerns or violations" despite the representative's "insider" or favored status, which was the trigger for the "greater responsibility to monitor." *Id.* at 56. "Moreover, the record establishe[d] that a former associate director of athletics/compliance had general concerns about donors being provided 'way too much access' to the student-athletes, and he voiced those concerns to the athletics administration at the time." *Id.* at 62. Apart from ignoring this general red flag, the institution ignored a much more specific one when "the former associate director of athletics/compliance had an altercation with the booster [at issue] and again raised those concerns with senior athletics administrators." *Id.* The institution failed to take any steps to address either the general or specific concern.

In *University of Central Florida* (July 31, 2012), the Committee focused on the impermissible activity of a booster that "had a criminal record with multiple felony convictions[,]" "ties with a well-known sports agency[,]" and was involved in non-scholastic basketball. *Id.* at 3. In addition to these red flags, the

Committee was particularly troubled because "the impermissible activity undertaken by [the representative and his associate] was both known by athletics department personnel, and, in some cases, encouraged by them." *Id.* at 1. More specifically, leading institutional administrators, including the institution's athletics director, were aware that the representative both "[m]aintained relationships with basketball and football prospective student-athletes and family members recruited by the institution" and "[p]romoted the institution's athletics programs and assisted the institution in the recruitment of prospects[.]" *Id.* at 52. In fact, the athletics director "directly involved" the representative in varying prospects' recruitment. *Id.* at 5. "As an outgrowth of that, [the representative] developed personal relationships with some of the men's basketball and football coaches and the director of athletics[,]" resulting in the athletics directors and head basketball coach allowing the representative and his associates to receive "tangible benefits and favors in the form of event tickets and access to the athletics director, the institution's athletics department programs and coaches." *Id.* at 52-53. The representative became a "frequent presence on the institution's campus and a person with whom the director of athletics and coaches in both football and men's basketball had contact with via e-mail and phone." *Id.* at 7. In fact, the booster became so enamored with the institution that he enrolled his son there based upon "a special arrangement to [the booster's] son in the form of an out-of-state tuition waiver" from the institution that was in violation of institutional policy and procedure. *Id.* at 54. When the policy violation was uncovered, the connection to the booster was so valued that the men's head basketball coach "directed [another staff member] to inform a senior level athletics department staff member that the [booster's son] was in an employment status with the men's basketball program when, in fact, the son was not performing any duties" for the program. *Id.* at 54.

While the boosters "affection for [the institution] and his attendant recruiting efforts on behalf of the institution was known and, in fact, welcomed by the director of athletics and by coaches who were involved in th[e] case, . . . no one at the institution, including its most senior athletics department staff member, thought to consider whether, by so outwardly promoting the institution to prospects and others, [the representative's] status had changed" and questions should have been asked. *Id.* The booster was not, the Committee recognized, the "typical representative"; this representative and his associates had "favored access

and insider status" creating "a greater institution[al] obligation to monitor and direct their conduct" based upon the representative's high "level of visibility, insider status, and favored access within the athletics program." *Id.* at 53. Despite awareness of the representative's general recruiting efforts on behalf of the University – which ultimately and specifically were determined to include telephone, in-person and off-campus recruiting contact with prospective student-athletes, cash payments, payments of tuition and fees and transportation expenses, the purchase of laptop computers, and the arrangement of employment for parents of a prospective student-athlete – no one at the institution sought to explore or monitor the activities of the representative, much less "take any actions to discourage or stop the activities; ask reasonable questions about the circumstances; or report violations to the institution," conference or the enforcement staff.[115] *Id.* at 59.

[115] While *University of Central Florida* is typically considered the first "insider" booster case attaching a lack of institutional control, the *University of Southern California* (June 10, 2010) report highlighted that institution's failure to have proper policies and procedures in place to effectively monitor the conduct of three different agents and/or their associates committing violations regarding two student-athletes. There, the failure to heed clear warning signs were legion and included a (1) failure to investigate concerns and questions that arose when a sports marketing agency contacted the university about interns and then hired a high-profile student-athlete; (2) failure to follow-up on information suggesting NCAA rules violations between the sports marketer and the student-athlete and his family; (3) failure to take action in response to the sports marketer's presence on the institution's sidelines during football games; (4) failure to follow-up on recommendations from compliance to interview the involved the student-athlete; (5) failure to "undertake even a limited inquiry into" issues raised in a news article regarding NCAA violations associated with the sports marketer and student-athlete; (6) failure to investigate or sever the sports marketer's involvement in securing a disability policy for the involved student-athlete, despite one member of the athletics staff recognizing the impropriety of such involvement; (7) ignoring information developed during the recruiting process that should have alerted the institution to monitor a prospect's involvement with a university booster who had previously been found to have provided impermissible benefits; (8) failure to investigate the involvement of a high profile promoter's involvement in one student-athlete's recruitment; (9) failure to follow-up on information suggesting a student-athlete was being paid to attend the institution; (10) failure to follow-up on how a student-athlete was paying for private, individual workouts; (11) failure to follow-up on reports that one of the representatives involved with a student-athlete was a runner for an agent; (12) failure to heed a request from compliance that the institution end the recruitment of one prospect based on the very public questions about that prospect's amateur status and his involvement with runners and agents; and (13) the former men's head coach, assistant men's coach, institutional compliance staff, and the athletics director failing to take action in regard to a high-profile prospect's recruitment when they all knew that a representative acting as the "point person" for the prospect had committed two separate NCAA violations, including serving as a runner for an agent. *Id.* at 45-55. These failures were compounded by "insufficient numbers of compliance staff to do the thorough and complete job required and provided inadequate supervision to screen out the unscrupulous from contact with student-athletes." *Id.* at 46. This was specifically apparent in the institution's monitoring of automobile records, where the university had neither a process to obtain automobile registration records and, where appropriate, a separate policy to document car purchase and car payment records. *Id.* at 46-48.

None of the boosters in this case present the "insider status" or "red flags" required to generate a heightened level of monitoring. There is no suggestion that [Booster 1], [Booster 2], [Booster 5], [Booster 14], [Booster 12], or [Booster 13] should have been on any administrator or compliance official's radar prior to the discovery of their involvement in this case. These were not boosters often seen at team hotels and away games, attending non-public practices, watching games from sidelines, and sitting with university officials and trustees at university events. They were largely and relatively unknown – to the University administration, staff, and fan base.

[Booster 6], [Booster 10], and [Booster 4] are different. Each is an Oxford business owner and had some level of professional relationship with the University, making them well-known to many members in the athletics administration and staff. While a season ticket holder since 2004, [Booster 6] has never donated to athletics apart from the standard fees required to purchase season tickets. [Booster 10] has donated to athletics via gifts-in-kind (either food from his pizzeria or audio/visual equipment from his father's electronics business) and paid the standard fees to purchase tickets, but never bought season tickets in any sport prior to 2015. While [Booster 4] has a much more extensive giving history and relationship as an advertising sponsor, there is no evidence that he vacations, golfs, exercises, or eats with coaches. There is no evidence that these boosters engage in close relationships or continual social interactions with college or high school age student-athletes and prospects. None have been honored or recognized by the institution individually. None have been granted a waiver or variance in institutional policy. Notably, each of these three boosters received considerable rules education and cooperated with the investigation when their conduct was identified and challenged. *See* Exhibit IN-7, Rules Education Materials.

* * *

Most of the involved boosters were completely unknown to the staff and institutional leadership and acted with the intent for their actions to remain hidden ([Booster 6], [Booster 5], [Booster 14], [Booster 12]). None were advertising or aggrandizing their contacts with student-athletes on social media. Many acted without the knowledge of or solicitation by any staff member ([Booster 6], [Booster 5], [Booster 10], [Booster 4]). In at least two instances, the violations were unintentional ([Booster 2], [Booster 4]). None of these

boosters had any sort of regular presence around the athletics complex. These boosters do not regularly watch games from sidelines or meet prospective student-athletes in lounges or facilities bearing their name. Irrespective of their business relationships or giving history, these are typical boosters without any unusual interest in connecting with student-athletes.

No booster fits the "high profile" mold that would have required enhanced monitoring from the University. Regardless, each booster – whether anonymous or well-known - acted contrary to the University's multi-pronged rules education program. Those facts, individually and collectively, do not support and refute a finding of lack of institutional control.

C. Potential Aggravating and Mitigating Factors.

Pursuant to NCAA Bylaw 19.7.1, the NCAA enforcement staff has identified the following potential aggravating and mitigating factors that the hearing panel may consider.

1. Institution:

a. Aggravating factors. [NCAA Bylaw 19.9.3 (2016-17)]

(1) Multiple Level I and II violations by the institution or involved individuals. [NCAA Bylaws 19.9.3-(a) and 19.9.3-(g) (2016-17)]

The violations referenced in Allegation Nos. 1 through 5, 8, 9, 11 and 14 through 21 have been identified by the enforcement staff to be Level I or II violations.

(2) Lack of institutional control. [NCAA Bylaw 19.9.3-(c) (2016-17)]

The violation detailed in Allegation No. 21 involved the institution's failure to exercise institutional control and monitor the conduct and administration of its athletics program.

(3) One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete. [NCAA Bylaw 19.9.3-(i) (2016-17)]

The violations detailed in Allegation No. 19 resulted in then football student-athlete [Student-Athlete 1], and football student-athlete [Student-Athlete 2] being declared ineligible and withheld from nine football contests combined.

(4) A pattern of noncompliance within the sport programs involved. [NCAA Bylaw 19.9.3-(k) (2016-17)]

The violations detailed in Allegation Nos. 1, 2 and 5 through 21 occurred over several years and involved two different coaching staffs. Additionally, the alleged violations involved unethical conduct, fraudulence in connection with college entrance exams, substantial or extensive recruiting inducements and extra benefits and impermissible conduct by football personnel and representatives of the institution's athletics interests.

b. Mitigating factors. [NCAA Bylaw 19.9.4 (2016-17)]

(1) Prompt self-detection and self-disclosure of the violations. [NCAA Bylaw 19.9.4-(a) (2016-17)]

The institution self-detected the violations detailed in Allegation Nos. 5, 6 and 8 and promptly reported them to the enforcement staff.

(2) Prompt acknowledgement of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties. [NCAA Bylaw 19.9.4-(b) (2016-17)]

The institution promptly acknowledged several violations in this investigation, accepted responsibility and imposed meaningful corrective measures, including disassociation of representatives of its athletics interests, imposition of probation, restricting coaches' recruiting activities and improving its athletics compliance rules education and monitoring systems.

(3) Affirmative steps to expedite final resolution of the matter. [NCAA Bylaw 19.9.4-(c) (2016-17)]

The institution was actively engaged in this investigation and provided the enforcement staff with valuable assistance, which helped expedite the final resolution of this matter.

Regarding the violations detailed in Allegation No. 19, the institution identified documents and other information of which the enforcement staff was not aware that were essential in uncovering the violations involving the provision of impermissible loaner vehicles to two football student-athletes.

(4) An established history of self-reporting Level III or secondary violations. [NCAA Bylaw 19.9.4-(d) (2016-17)]

From the 2012-13 academic year to the present, the institution reported 156 secondary/Level III violations to the enforcement staff. Of those 156 violations, 62 involved the football program, 12 of which were initially reported to the athletics compliance office by football personnel.

RESPONSE: Bylaw 19.9.2 establishes that in prescribing penalties, the Committee must examine the applicable aggravating and mitigating factors for each party. With respect to the University, the enforcement staff has included four aggravating factors and four mitigating factors in the Notice. The appropriate analysis, however, entails more than simply counting the aggravating and mitigating factors; instead, each of the factors must be appropriately considered and, if applicable, independently weighed. When each factor is considered and weighted, the mitigating factors outweigh the applicable aggravating factors in this case, particularly when the Committee considers the University's institutional control, exemplary cooperation, and systems of compliance. The dominance of the mitigating factors calls for the case to be classified as Level I - Standard for the purpose of imposing core penalties as to the University.

A. Aggravating Factors

As explained in the University's response to Allegation No. 21, one of the aggravating factors – lack of institutional control (Bylaw 19.9.3-(c)) – should not apply. The University agrees the hearing panel should consider the remaining three aggravating factors, although precedent establishes that one of those aggravating factors – multiple Level I violations (Bylaw 19.9.3-(a)) – should be afforded lesser weight on these facts.

While the University acknowledges it is accountable for its employees' underlying violations (and has self-imposed significant penalties to that end), the Committee has repeatedly recognized aggravating and mitigating factors are party-specific and should be primarily attributed to the culpable party. *See generally* Exhibit C-1, *University of Coastal Carolina* (September 1, 2015); Exhibit C-2, *University of Southern Mississippi* (April 8, 2016). Specifically, the Committee has recognized that intentional, individual violations are not automatically attributed to the institution in the penalty analysis, but are instead attributed to the party who is directly at fault. *See* Exhibit C-3 at 20-25, *Southeastern Louisiana University* (April 9, 2015) (holding coach accountable for Level I violation under Bylaw 10.1 while classifying the institution as Level II – Standard in assessing penalties); Exhibit C-4 at 7, *St. Peter's University* (February 2, 2016) (same).

Here, 12 of the 15 Level I violations were the result of intentional, individual misconduct that was actively concealed, both at the time of the underlying acts and during the investigation, to evade the University's comprehensive compliance and monitoring systems (Allegations Nos. 1-4, 9, 11, 14-19).[116] All 12 were also committed by individuals acting contrary to specific rules education the University provided them. Consistent with the personal culpability associated with these intentional violations, the Notice cites Bylaw 10.1 for nearly half of those violations.

Despite the number of Level I allegations, this is simply not a case where an institution has turned a blind eye to compliance. This fact is supported by the University's discovery and reporting of information that led to or corroborated many of the allegations in the Notice.[117] The University has been and remains diligent about its compliance systems, rules education, and enforcement. Accordingly, under prior precedent,

[116] The University disputes some or all of four of those 12 violations (Allegation Nos. 9, 14-(e) – 14-(g), 15, 16-(b) – 16-(c)). The University also disputes two of the non-intentional violations (Allegation Nos. 20-21).

[117] The University's efforts in discovering and developing the football allegations reflect the same commitment demonstrated in its women's basketball and track and field case (Case No. 189693), where the University's quick and aggressive efforts led to the discovery of all the allegations. As the severance of this case was procedural and should not operate to prejudice the University, that exemplary work should be considered as mitigation here. *See* Exhibit IN-3, Correspondence to COI (April 28, 2017); COI IOP 3-5 (noting that mitigating factors are party – not sport – specific).

the University requests the Committee to consider the large percentage of Level I violations based upon individual and not institutional misconduct when weighing the Bylaw 19.9.3-(a) aggravating factor.[118]

B. Mitigating Factors

In addition to the mitigating factors identified by the enforcement staff, the University submits the Committee should consider two additional mitigating factors: exemplary cooperation and the implementation of a system of compliance methods designed to ensure rules compliance.

1. Exemplary Cooperation – Bylaw 19.9.4-(f)

Bylaw 19.9.4-(f) recognizes three instances constituting exemplary cooperation: (1) identifying individuals and documents of which the staff was not aware; (2) the expenditure of substantial resources during the investigation, particularly where institutional leaders are actively involved; and (3) recognizing and bringing to the attention of the staff, in a timely manner, additional violations of which the staff was not aware. The University satisfies each of these factors.

a. The Institution's Efforts to Discover and Develop Violations

This investigation has never been one where the University occupied a secondary, supporting, or reactive role, simply assisting the enforcement staff in gathering information after the staff approached the University with potential violations. Indeed, the University's strong and decisive actions led to the discovery of or significant breaks in many of the football allegations (Allegations Nos. 5, 6, 8, 14-16, 19).[119] The Notice concedes as much in recognizing many of these self-detected violations and the prompt reporting of them to the enforcement staff. *See* Notice at 37 ("The institution self-detected the violations detailed in Allegations Nos. 5, 6, and 8 and promptly reported them to the enforcement staff.").

b. Expenditure of Substantial Institutional Resources

The University's expenditure of resources in conducting this investigation – whether money or man-hours – demonstrates exemplary cooperation. *See* Exhibit C-5 at 21, *University of Louisiana Lafayette* (January 12,

[118] In any event, the University is not responsible for the unethical conduct of former staff members David Saunders and Chris Vaughn committed while they were not employed by the University (Allegations Nos. 3-4).

[119] The University's work led to the discovery of all of the women's basketball and track and field allegations.

2016). When the University was first alerted of potential violations, it immediately hired outside counsel with expertise in NCAA compliance matters to lead the investigation. In addition, General Counsel Lee Tyner directed and participated personally in every phase of the investigation, devoting countless hours in addition to his regular duties to interviews, document searches, and conferences with the enforcement staff. Vice Chancellor for Intercollegiate Athletics Ross Bjork has also been directly and intimately involved at every step, seeking out and developing information needed to make key decisions, including self-imposed penalties, corrective measures, and personnel and disciplinary matters. The University's compliance office (including Director for Compliance Matt Ball and Associate Athletics Director for Compliance Julie Owen) has also spent a tremendous amount of time assisting in the investigation, gathering and reviewing documents, arranging interviews, identifying issues, and developing and improving internal monitoring and rules education programs. Chancellor Jeffrey Vitter and former chancellors have been actively involved in the University's investigation and decision-making. The number of work-hours these individuals devoted to driving this investigation forward to completion has been extraordinary. The same is true of the University's dedication of financial resources; in fact, the University will have spent millions of dollars in legal fees by the time it appears before the Committee.

This factor is bolstered by the University's participation in an extraordinary number of interviews and its collection, analysis, and review of thousands of documents. *See* Exhibit C-6 at 2-3, *Oklahoma State University* (April 24, 2015). The University received the Notice of Inquiry in the fall of 2012, and the resulting inquiry has involved more than 350 recorded interviews of staff, coaches, student-athletes, boosters, family members and others. More than 17,000 pages of documents have been gathered (in some instances preserved or recovered), analyzed, and shared with the enforcement staff. Under any reasonable analysis, the University satisfies this second, independent factor.

c. Identification of Helpful Information of Which the Staff Was Not Aware

While the University cooperated fully every step of the way regarding those issues that the enforcement staff brought to its attention, in multiple instances the University discovered additional information and, in some instances, violations through its own efforts. One critical example is the loaner cars

provided to [Student-Athlete 1] and [Student-Athlete 2] during the spring and summer of 2015. Absent the University's efforts, these violations may not have been fully discovered. A second critical example was the University's rapid identification of [Booster 14] once it was brought into the investigative fold. In addition, the University's independent decision to recover, collect, and preserve e-mails, documents, and text messages from staff computers and devices – particularly Farrar's – which partially corroborated some of [Student-Athlete 39's] allegations. These are but a few examples. Throughout the inquiry, the University's contributions helped confirm some violations and foreclose a host of others. The Notice concedes this third, independent factor. *See* Notice at 38 (the "institution identified documents and other information of which the enforcement staff was not aware that were essential[.]"

* * *

It is difficult to imagine how the University could have cooperated more fully over the past 56 months. What started as a very effective three-week investigation of women's basketball has turned into a process that will span five years before this Committee issues its report. The University has admitted violations when they occurred and accepted responsibility for them (as the staff has noted). It has met every measure for exemplary cooperation set forth in the bylaws and recognized by this Committee's decisions. The University's insistence on going the extra mile since September 2012 should be recognized as significant mitigation.

2. Implementation of a System of Compliance Methods – Bylaw 19.9.4-(e)

A change in compliance office leadership occurred in April 2011, after some of the violations alleged in this Notice had already occurred. Once in place, this staff created or modified a substantial number of programs to improve and/or enhance the University's rules education and compliance methods. A comprehensive, chronological listing of these improvements and enhancements is attached as Exhibit C-7. These programs significantly improved the University's institutional monitoring and rules education. The University's compliance staff also set in action various processes that improved the University's ability to prevent or detect and report violations as they occurred. Further, as new issues were brought to the

University's attention during this investigation, the compliance staff made additional improvements or corrections to these programs to address areas of concern.

For example, in August 2011, the compliance office began transitioning the responsibility for evaluating initial eligibility to its office and utilizing the University's ACS database, making it easier for the staff to identify potential academic issues in a timely fashion. In November 2011, the compliance office also began a monthly newsletter, The Rebel Connection, to further booster education. In February 2012, the University upgraded its new employee orientation and rules education program. The University developed a vehicle monitoring program beginning in March 2012 that has been modified and enhanced over time. A year later, in February 2013, the compliance staff created a bi-weekly timeline planning and goals meeting to assist coaches in identifying initial eligibility concerns for incoming signees in a timely manner. In May 2013, the staff also instituted a "high profile" student-athlete monitoring program to provide additional education and monitoring for selected individuals.

Since its last hearing in July 2016, the University has taken further steps to improve its compliance and monitoring, including another revision to its Official Visit Approval Form to tailor it to upcoming regulations; the revision of its Unofficial Visit Form to include the signature of the staff member witnessing completion of the form and an affirmative statement for the prospect; the addition of a compliance staff member to monitor the area outside the football locker room and tunnel pre-game; the revision of its Opportunity Fund Application Form; and the revision of its Travel Manifest Form to include the signature of the sport administrator approving non-team/staff persons on any trip.

In addition to improving its compliance systems, the University has continued providing additional resources to enhance the compliance office. During the summer of 2011, the University added an associate athletics director for compliance to assist in day-to-day operations and enhance educational programming. In spring of 2012, the University converted a compliance coordinator position into an assistant director for compliance to increase professional experience. Additionally, in the summer of 2012, the University converted an administrative position into a compliance coordinator position, dedicating a full-time staff member to initial eligibility. In late summer of 2014, the University reclassified its compliance coordinator

positions into assistant director for compliance positions and added a new compliance coordinator position devoted to monitoring efforts. In the summer of 2015, an additional assistant director of compliance position was created. Earlier this year, athletics administration again decided to expand the department with the creation of an associate director of compliance position. By June 2017, the University expects to have eight full-time compliance staff members: a senior associate athletics director for compliance; an associate athletics director for compliance; an associate director for compliance; four assistant directors for compliance; and a compliance coordinator.

These structural changes resulted in the University's compliance office growing from three to eight full-time staff members. The University has also taken action through its standing Committee on Institutional Compliance, which is chaired by a non-athletics faculty member and includes the faculty athletics representative, to review the compliance program to identify opportunities for improvement and recommend changes. This included a comprehensive, outside Athletics Compliance Assessment Report requested by the chancellor, covering topics that included academic support and performance, recruiting, self-reporting of rules violations, rules education, and the commitment to compliance. *See* Exhibit IN-6, Bond, Schoeneck & King Athletics Assessment Report (2016).

The new systems put in place by the current, expanded compliance staff are effective and promote rules compliance and institutional and head coach control standards. The University's efforts compare favorably to other institutions that have received this mitigating factor, including *University of Arkansas at Pine Bluff* (November 5, 2014), attached as Exhibit C-8, in which the Committee cited this factor in a summary disposition report.

D. Request for Supplemental Information

1. *Provide mailing and email addresses for all necessary parties to receive communications from the hearing panel of the NCAA Division I Committee on Infractions related to this matter.*

The University requests that the Committee provide all communications to the following mailing and e-mail address:

Chancellor Jeffrey Vitter, University of Mississippi
c/o Enrique (Henry) J. Gimenez, hgimenez@lightfootlaw.com
Lightfoot, Franklin & White, L.L.C.

400 20th Street North
Birmingham, Alabama 35203

2. Indicate how the violations were discovered.

The violations were discovered during the course of the investigation as described in the Introduction, the University's responses to the individual allegations, and the University's response to the proposed aggravating and mitigating factors.

3. Provide a detailed description of any corrective or punitive actions implemented by the institution as a result of the violations acknowledged in this inquiry. In that regard, explain the reasons the institution believes these actions to be appropriate and identify the violations on which the actions were based. Additionally, indicate the date that any corrective or punitive actions were implemented.

Corrective Actions: The University has: (1) has disassociated every booster involved in violations; (2) prohibited certain disassociated boosters from attending University home athletic events and entering all athletic facilities; (3) provided violation specific rules education; (4) created a Test Score Validation Form to gain more information regarding ACT and/or SAT examinations where a prospect's test scores increase by a certain amount; (5) incorporated a specific description and discussion of official visit itineraries prior to every official visit specific to each prospective football student-athlete; (6) revised its Official Visit Approval Form to require names of those accompanying a recruit and their exact biological relationship to the recruit; (7) reprimanded Chris Kiffin and Maurice Harris and required them to attend the NCAA Regional Rules Seminar; (8) revised its unofficial visit paperwork to include a personal statement that each prospect signs, acknowledging that the prospect has been informed about what benefits are and are not allowed during an unofficial visit; (9) ended Barney Farrar's employment after it was determined that he had committed serious infractions, hidden evidence from the University, and had been less-than-truthful with investigators; (10) implemented rules education with [Booster 3], the dealership providing the improper loaner cars at issue, regarding the provision of extra benefits to University student-athletes and is providing specific rules education to student-athletes concerning loaner car violations as part of its annual NCAA instruction; (11) continued enhancement in its monitoring of student-athlete vehicles, creating new systems and processes to track which vehicles student-athletes are using and to highlight potential violations; (12) expanded its compliance staff and reallocated resources to increase monitoring and to respond to inquiries on a round-the-

clock basis; and (13) implemented (and it continues to implement) every recommendation made as part of an external review required by the chancellor upon his hiring.

Punitive Actions: The University has self-imposed, committed to imposing, or suggests imposing the following: (1) a one-year postseason ban; (2) a financial penalty of $179,797 (calculated as $5,000 + one percent of football annual budget for the last three years); (3) a prohibition on Unofficial Visits in fall 2017 between September 1 – October 19, 2017 (a total of seven weeks, which includes three home football games, and one SEC contest) and a more-than five week unofficial visit ban in spring 2016; (4) a nearly 20 percent official visit reduction during the 2014-2015 academic year based on the previous four year average; (5) a ten percent reduction of evaluation opportunities for the entire football staff during the spring 2015 evaluation period (from 168 evaluation days to 151); (6) a 12.5 percent reduction of evaluation opportunities during the spring 2016 evaluation period (21 days); and (7) the prohibition of involved coaching staff members from off campus recruiting for a substantial period of time (Kiffin-30 days; Harris-21 days); and (8) scholarship reductions in an amount greater than 15 percent as outlined below:

Academic Year	Overall Reduction	Initial Reduction
2015-2016	1 (84)	
2016-2017	2 (83)	3 (22)
2017-2018	6 (79)[120]	4 (21)*
2018-2019	4 (81	3 (22)
Total	13	10

4. *Provide a detailed description of all disciplinary actions taken against any current or former athletics department staff members as a result of violations acknowledged in this inquiry. In that regard, explain the reasons the institution believes these actions to be appropriate and identify the violations on which the actions were based. Additionally, indicate the date that any disciplinary actions were taken and submit copies of all correspondence from the institution to each individual describing these disciplinary actions.*

The University refers the Committee to the information provided in response to Request for Supplemental Information No. 3. Further, the University notes that it has taken the following disciplinary actions against coaching staff members:

- Current tight ends coach Maurice Harris was reprimanded and required to attend the NCAA Regional Rules Seminar held in May 2015 in Indianapolis, Indiana (Allegation 5). Harris's Letter of Reprimand is attached as Exhibit D-1.

[120] This number will be based upon graduates this spring, eligibility after spring 2017 grades are in, and initial eligibility for incoming PSAs.

- Former defensive line coach Chris Kiffin was reprimanded and required to attend the NCAA Regional Rules Seminar held in May 2015 in Indianapolis, Indiana (Allegation 8). In 2016, the University refused Chris Kiffin's request for a multi-year contract renewal (Allegations 8, 10 and 13). Kiffin's Letter of Reprimand is attached as Exhibit D-2.

- Former assistant athletics director for high school and junior college relations Barney Farrar's employment was put on administrative leave on November 8, 2016. *See* Exhibit D-3. On December 8, 2016, Farrar's employment with the University ended after it was determined that he had committed serious infractions, hidden evidence from the University, and had been less-than truthful with investigators (Allegations 14, 16- (a) and 17). *See* Exhibit D-4.

5. *Provide a short summary of every past Level I, Level II or major infractions case involving the institution or individuals named in this notice. In this summary, provide the date of the infractions report(s), a description of the violations found by the Committee on Infractions/hearing panel, the individuals involved, and the penalties and corrective actions. Additionally, provide a copy of any major infractions reports involving the institution or individuals named in this notice that were issued by the Committee on Infractions/hearing panel within the last 10 years.*

   See Exhibit D-5.

6. *Provide a chart depicting the institution's reporting history of Level III and secondary violations for the past five years. In this chart, please indicate for each academic year the number of total Level III and secondary violations reported involving the institution or individuals named in this notice. Also include the applicable bylaws for each violation, and then indicate the number of Level III and secondary violations involving just the sports team(s) named in this notice for the same five-year time period.*

   See Exhibit D-6. Below is a chart of our annual total for the past five years along with specific report numbers for football.

Academic Year	Total Level III and Secondary Reports	Football Reports
2016-2017	27	12
2015-2016	36	11
2014-2015	24	9
2013-2014	31	15
2012-2013	47	18

7. *Provide the institution's overall conference affiliation, as well as the total enrollment on campus and the number of men's and women's sports sponsored.*

   The University is a member of the SEC. The University sponsors eight men's sports programs (baseball, basketball, cross country, football, golf, tennis, indoor and outdoor track and field) and 10 women's sports programs (basketball, cross country, golf, rifle, softball, soccer, tennis, indoor and outdoor track and field, and volleyball). Undergraduate campus enrollment for the fall 2016 semester was 18,515 students. Total campus enrollment for the fall 2016 semester was 21, 258 students.

8. *Provide a statement describing the general organization and structure of the institution's intercollegiate athletics department, including the identities of those individuals in the athletics department who were responsible for the supervision of all sport programs during the previous four years.*

See Exhibit D-7 for organizational charts describing the University's athletics department administration over the previous four years. Exhibit D-8 includes organizational charts for the University's compliance staff for the same time period.

9. *State when the institution has conducted systematic reviews of NCAA and institutional regulations for its athletics department employees. Also, identify the agencies, individuals or committees responsible for these reviews and describe their responsibilities and functions.*

The SEC contracted for external compliance reviews for all of its member institutions on a scheduled cycle. Attached as Exhibit D-9 are reports from those reviews conducted in 2006 and 2011 along with a follow-up letter related to the 2006 review. The University also initiated a review of its athletics compliance program under the supervision of Chancellor Jeffrey Vitter with a working committee chaired by the faculty athletics representative. The review began in May 2016 and was completed in July 2016. *See* Exhibit IN-6, Bond, Schoeneck & King Athletics Assessment Report (2016).

10. *Provide the following information concerning the sports program(s) identified in this inquiry:*

- *The average number of initial and total grants-in-aid awarded during the past four academic years.*

  See Exhibit D-10.

- *The number of initial and total grants-in-aid in effect for the current academic year (or upcoming academic year if the regular academic year is not in session) and the number anticipated for the following academic year.*

  See Exhibit D-10.

- *The average number of official paid visits provided by the institution to prospective student-athletes during the past four years.*

  See Exhibit D-11.

- Copies of the institution's squad lists for the past four academic years.

  See Exhibit D-12.

- *Copies of the institution's media guides, either in hard copy or through electronic links, for the past four academic years.*

  2013-14: http://www.olemisssports.com/sports/m-footbl/spec-rel/2013guide.html

2014-15: http://www.olemisssports.com/sports/m-footbl/spec-rel/2014guide.html

2015-16: http://www.olemisssports.com/sports/m-footbl/spec-rel/2015guide.html

2016-17: http://grfx.cstv.com/photos/schools/ole/sports/m-footbl/auto_pdf/2016-17/prospectus/prospectus.pdf

- *A statement indicating whether the provisions of NCAA Bylaws 31.2.2.3 and 31.2.2.4 apply to the institution as a result of the involvement of student-athletes in violations noted in this inquiry.*

None of the student-athletes involved in the violations addressed in the Notice and this response participated in NCAA championship events during the time period associated with the case.

- *A statement indicating whether the provisions of Bylaw 19.9.7-(g) apply to the institution as a result of the involvement of student-athletes in violations noted in this inquiry.*

The University agrees that student-athletes competed while ineligible as a result of the violations included in this Notice and that the Committee should determine the application of Bylaw 19.9.7-(g) to individual and team records.

11. *Consistent with the Committee on Infractions IOP 4-16-2-1 (Total Budget for Sport Program) and 4-16-2-2 (Submission of Total Budget for Sport Program), please submit the three previous fiscal years' total budgets for all involved sport programs. At a minimum, a sport program's total budget shall include: (a) all contractual compensation including salaries, benefits and bonuses paid by the institution or related entities for coaching, operations, administrative and support staff tied to the sport program; (b) all recruiting expenses; (c) all team travel, entertainment and meals; (d) all expenses associated with equipment, uniforms and supplies; (e) game expenses and (f) any guarantees paid associated with the sport program.*

    See Exhibit D-13.

Any additional information or comments regarding this case are welcome.