

**INITIAL RESPONSE OF BARNEY FARRAR
TO THE NCAA ENFORCEMENT STAFF'S
FEBRUARY 22, 2017 NOTICE OF ALLEGATIONS**

**CASE NO. 00561
MAY 23, 2017
SUBMITTED BY BRUSE LOYD
HOUSTON, TEXAS**

INITIAL RESPONSE OF BARNEY FARRAR

Case No. 00561

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INTRODUCTION

Barney Farrar (“Farrar”) by and through his attorney Bruse Loyd submits this Initial Response to the NCAA enforcement staff’s February 22, 2017, Notice of Allegations (“NOA”). Farrar cooperated fully with the staff’s investigation. He is named in Allegations 9, 14, 16 and 17.

The staff has alleged that Farrar, a former football staffer for the University of Mississippi (“Ole Miss”), arranged impermissible recruiting inducements to be provided to then prospective football student-athletes, [REDACTED] and [REDACTED], by representatives of the institution’s athletic interests (“RIAI”). The staff’s investigation and resulting allegations against Farrar rely almost exclusively on the statements of [REDACTED] and [REDACTED], both of whom now play football for [REDACTED]. [REDACTED] and [REDACTED] each have the motivation to be untruthful, and have shown to be unreliable witnesses whose respective statements cannot sustain the allegations leveled against Farrar.

Before the panel can pass judgment on Farrar, it must first know who he is. Farrar has coached and been a staff member of NCAA-affiliated universities and their respective football programs for more than three decades. During those many years of service, he has never had a single accusation of improper conduct leveled against him by anyone. In fact, the NCAA’s original NOA against Ole Miss that preceded the present NOA made no allegations against Farrar. Farrar only became a target of the staff’s investigation after [REDACTED] and [REDACTED] were inserted into this matter,¹ granted immunity, and force-fed a narrative rife with inconsistencies and outright untruths, designed to fit an agenda.

Despite the inconstancies in [REDACTED] and [REDACTED] testimony and despite the lack of corroborating evidence the staff through its NOA embraces and accepts [REDACTED] and [REDACTED] testimony as true. However, when all of the “evidence” is considered as a whole, the staff’s investigation actually shows that the purported violations allegedly committed by RIAIs did not result from anything that Farrar either did or did not do. Rather, if the RIAIs did commit violations of the NCAA’s rules,² they did so without any involvement from Farrar and without Farrar’s knowledge.³

Other than [REDACTED] claim that he received \$2,000 worth of Ole Miss gear from [REDACTED], which has been summarily debunked by [REDACTED] legal counsel, [REDACTED], the enforcement staff’s entire case against Farrar is built on the inconsistent, uncorroborated, and outright untruthful testimony of [REDACTED]. The staff ignored the obvious failings of [REDACTED] suspect testimony and proceeded with charges against Farrar, for reasons known only to them. The staff cherry-picked the narrative which best fit its story.⁴ The staff molded [REDACTED] testimony to fit a storyline that involved Farrar.⁵

¹ Most likely at the urging of persons with motivation to harm Ole Miss and Farrar, a highly accomplished recruiter.

² [REDACTED], [REDACTED], [REDACTED] and [REDACTED] all maintain they did not violate any NCAA rules.

³ With the exception of transportation provided by [REDACTED].

⁴ Compare [REDACTED]_TR_081016_OleMiss_00561 at 13 ([REDACTED] describes going to [REDACTED] with [REDACTED] and alleges [REDACTED] handled the transaction and he never touched the card that was used to pay), *with*

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An institution's staff member or any representative of its athletics interests shall not be **involved, directly or indirectly**, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospective student-athlete or his or her relatives or friends. NCAA Division I Manual Bylaws 13.2.1.

In this case, Farrar had no involvement, either directly or indirectly, with any impermissible recruiting inducements given to any prospective football student-athlete. [REDACTED] has identified representatives of the institution's athletic interest that the staff alleges Farrar conspired to provide improper inducements to [REDACTED] and [REDACTED]. Set forth below is an introduction of [REDACTED], [REDACTED], [REDACTED] and [REDACTED], the four representatives of the institution's athletic interest identified by the staff as connected to Farrar. Additionally, set forth below is an introduction to the staff's sole witness against Farrar, [REDACTED].

[REDACTED]

[REDACTED] is a store located on [REDACTED] in Oxford Mississippi. It carries only Ole Miss merchandise including shirts, jerseys, pants, hats, bags, and numerous other accessories. It advertises itself as the "[REDACTED]"⁶ It is one of many businesses in Oxford Mississippi, including [REDACTED] and the [REDACTED], that Farrar recommended to prospects as a place where they could go to buy Ole Miss items.

[REDACTED]

[REDACTED] is former Ole Miss football student-athlete [REDACTED] cousin. Farrar was asked by [REDACTED] high school football coach to look after [REDACTED] as his mother was not around and his dad only had minimal involvement in his life. Farrar has accepted and fulfilled this role many times over his thirty-plus years of coaching at NCAA affiliated institutions, and was happy to do it again. Farrar does not know who his own father is and was raised by his [REDACTED] and [REDACTED] because his mother was a deaf mute who could not

[REDACTED]_TR_111816_OleMiss_00561 at 85–87 ([REDACTED] describes being face to face with Farrar asking for gear and being given a \$400 card to use at [REDACTED]).

⁵ In August, [REDACTED] describes receiving a cash payment from a man with the first or last name [REDACTED] who drove a black four-door BMW. [REDACTED]_TR_081016_OleMiss_00561 at 24. In October, [REDACTED] identifies knowing several attorneys named [REDACTED] in the [REDACTED] area. [REDACTED]_TR_101116_OleMiss_00561 at 26. However, in November, the NCAA investigator only gave [REDACTED] an opportunity to identify [REDACTED]. Before [REDACTED] identified [REDACTED] he was told, "This is probably the most important stage of the interview I would say in my view." [REDACTED]_TR_111816_OleMiss_00561 at 108.

[REDACTED] is an attorney in [REDACTED] and has some connection to Ole Miss and Farrar. [REDACTED] are [REDACTED] attorneys. Both have connections to Ole Miss, but neither have connections to Farrar. See

[REDACTED]

⁶ [REDACTED]
⁷ BFarrar_TR_120116_OleMiss_00561 at 55–56.

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care for him. He has empathy for young persons who have grown up without a mother or father, or either. Throughout his career, Farrar has taken young men such as [REDACTED] under his wing and did his best to be a role model and someone they could rely on and look up to.

[REDACTED]

[REDACTED] is an attorney from [REDACTED] Mississippi. He has counseled and represented Farrar in legal matters over the years. Like many other Ole Miss fans, alumni, and boosters, [REDACTED] frequently discussed Ole Miss football recruiting with Farrar. [REDACTED] and Farrar are friends and that relationship continues to this day.

[REDACTED]

[REDACTED] is a paralegal from [REDACTED], Mississippi and works for [REDACTED]. Farrar met [REDACTED] when he was visiting [REDACTED] on personal legal matters. [REDACTED] had many personal and family connections in Southern Mississippi that Farrar used to find out what prospective football student-athletes were telling members of the community about their decision making process. He communicated with her on several occasions in 2014.

[REDACTED]

As discussed to some extent earlier in this introduction, [REDACTED] is a current football student-athlete at [REDACTED]. As is commonly known, [REDACTED] and Ole Miss are rivals. [REDACTED] accepted \$11,000 to sign with [REDACTED].⁸ As was discussed and addressed during the briefing period, counsel for Farrar has not been provided an opportunity to question [REDACTED]. It is unknown if [REDACTED] continued to accept money after signing for [REDACTED]. It is unknown who paid [REDACTED] to sign with [REDACTED]. It is unknown if the party who paid [REDACTED] to sign with [REDACTED] has also directed or influenced him to make statements against Farrar and Ole Miss. However, it is known that since day one of this investigation [REDACTED] has yet to tell the same story twice. In fact, [REDACTED] told [REDACTED] ‘[REDACTED] told me that he wanted to put a - put together a plan to protect me and make sure nothing goes wrong with me as far as just like NCAA violation goes.’¹⁰

⁸ [REDACTED] TR_121316_OleMiss_00561 at 61.

⁹ The [REDACTED] at [REDACTED]

¹⁰ [REDACTED] TR_113016_OleMiss_00561 at 30–31. [REDACTED] has admitted meeting with [REDACTED] around the time [REDACTED] alleges [REDACTED] TR_121316_OleMiss_00561 at 22-26. [REDACTED] has also admitted this meeting with [REDACTED] took place as [REDACTED] described. [REDACTED] TR_121316_OleMiss_00561 at 74.

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AL 1 to 8

Allegation 1 through Allegation 8

Farrar understands he is not named in Allegation 1 through Allegation 8 and, therefore, is not expected to respond.

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AL 9 - 1

Allegation 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 ██████████,¹¹ 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:

- a. Between January 25 and 27, 2013, Kiffin arranged for ██████████, then football prospective student-athlete ██████████ mother's then boyfriend, to receive approximately \$400 worth of free merchandise from ██████████ during ██████████ official paid visit. Kiffin arranged the impermissible inducements by directing ██████████ to ██████████ on this occasion with the understanding that ██████████ would receive free merchandise. [NCAA Bylaws 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 ██████████ to receive approximately \$400 worth of free merchandise from ██████████ in conjunction with an unofficial visit. Farrar arranged the impermissible inducements by directing ██████████ to ██████████ on this occasion with the understanding that ██████████ 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 ██████████ to receive approximately \$500 worth of free merchandise from ██████████ during recruiting visits to the institution. Farrar arranged the impermissible inducements by directing ██████████ to ██████████ on these occasions with the understanding that ██████████ would receive free merchandise. The combined monetary value of merchandise ██████████ received from ██████████ was approximately \$2,000. [NCAA Bylaws 13.2.1, 13.2.1.1-(b) and 13.2.1.1-(f) (2015-16)]

Allegation 9(a)

Farrar understands he is not named in Allegation 9(a) and, therefore, is not expected to respond.

¹¹ ██████████ is a retailer located in Oxford, Mississippi, that specializes in selling merchandise associated with the institution. ██████████, a representative of the institution's athletics interests, is the founder and president of the business. ██████████ is a 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).

Allegations 9(b) and 9(c)

INITIAL RESPONSE

Farrar denies the facts set forth in this allegation. The staff's findings on these allegations rest solely on the statements of former football prospective student-athletes [REDACTED] and [REDACTED]. This testimony is bias as both witnesses are current football student-athletes at [REDACTED]. As is well known, [REDACTED] and Ole Miss are rivals. Their testimony is regularly inconsistent. Their testimony is directly contradicted by the testimony of others who have no reason to lie. Their testimony is directly contradicted by objectively verifiable facts. They each contradict their own testimony.

The hearing panel shall base its decision on information presented to it that it determines to be credible, persuasive and of a kind on which reasonably prudent persons rely in the conduct of serious affairs. NCAA Bylaw 19.7.8.3. This is a high standard. It has been described as the equivalent of the clear and convincing evidence standard used in some civil lawsuits. The statements of [REDACTED] and [REDACTED], in this case, do not rise to that level.

[REDACTED] Statements Related to [REDACTED]

In his first interview with the NCAA, [REDACTED] states that he went to [REDACTED] with a person named [REDACTED].¹² He states that [REDACTED] had a gift card that he never touched.¹³ He explicitly remembers purchasing sweat pants and a baseball jersey.¹⁴ He further states that Farrar said his limit was \$400.¹⁵

In his second interview, [REDACTED] changes his story. This time, he is given the card directly by either [REDACTED] or Farrar.¹⁶ Again he explicitly remembers purchasing a baseball jersey.¹⁷ Further, he specifically remembers the cashier at [REDACTED] removing the anti-theft clip from the gear.¹⁸

The statements of [REDACTED] cousin [REDACTED] directly contradict [REDACTED] story. [REDACTED] has no reason to lie to protect Ole Miss. He has the motivation to lie to protect his cousin. [REDACTED] accompanied [REDACTED] on the majority of his visits to Ole Miss and [REDACTED] and spent time with him almost every day during 2014 and early 2015.¹⁹ [REDACTED] stated that the only Ole Miss gear he ever remembered [REDACTED] owning was a pair of football shorts and a sleeveless Ole Miss football camp shirt.²⁰ [REDACTED] states he does not remember [REDACTED] ever owning an Ole Miss baseball jersey.²¹

¹² [REDACTED] TR_081016_OleMiss_00561 at 12.
¹³ [REDACTED] TR_081016_OleMiss_00561 at 13.
¹⁴ [REDACTED] TR_081016_OleMiss_00561 at 14.
¹⁵ [REDACTED] TR_081016_OleMiss_00561 at 14.
¹⁶ [REDACTED] TR_111816_OleMiss_00561 at 85.
¹⁷ [REDACTED] TR_111816_OleMiss_00561 at 88.
¹⁸ [REDACTED] TR_111816_OleMiss_00561 at 86.
¹⁹ [REDACTED] TR_102416_OleMiss_00561 at 2-11.
²⁰ [REDACTED] TR_102416_OleMiss_00561 at 62.
²¹ [REDACTED] TR_102416_OleMiss_00561 at 62.

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██████████ is also ██████████ cousin. ██████████ has no reason to lie to protect Ole Miss. He has the motivation to lie to protect his cousin. ██████████ accompanied ██████████ on an unofficial visit to Ole Miss on or about November 28-29, 2014 (Egg Bowl Weekend). He also states that he accompanied ██████████ on four trips to ██████████ and frequently saw him in ██████████.²³ ██████████ stated that ██████████ never owned much Ole Miss gear.²⁴ He also states that he never remembered seeing ██████████ in an Ole Miss baseball jersey, hat, or sweatpants.²⁵

Statements from ██████████ makes it clear that no system involving tags, clips, buttons or other anti-theft devices have ever been used by ██████████. This is an objectively verifiable fact that directly contradicts the statements given by ██████████

Therefore, when ██████████ statements are considered in light of the following: (1) the inconsistencies in his stories (2) the fact that he accepted \$11,000 to play football for ██████████ (3) the fact that ██████████ statements directly contradict his story (4) the fact that ██████████ statements contradict his story (5) the fact that his story is directly contradicted by objectively verifiable evidence produced by ██████████, it is clear that the testimony of ██████████ cannot be relied on.

██████████ Statement Related to ██████████

██████████ is a former Ole Miss prospective football student-athlete who is now a current football student-athlete at ██████████. He alleges that he went to ██████████ on four separate occasions and that a woman named Emily helped him get free gear. ██████████ alleged that it was Farrar who told him to go talk to Emily.²⁸ Further, ██████████ stated that there were numerous other recruits who got free gear from ██████████.²⁹

NCAA investigators went into ██████████ and asked the woman working if she had ever known someone named Emily who worked there and the woman said no.³⁰ The owner and manager of ██████████ has stated that no Emily has ever worked at ██████████.³¹ ██████████ has produced evidence that no Emily ever worked at ██████████.³² Further, the staff and panel now have access to the official and unofficial visit records of all Ole Miss prospective football student-athletes whose visits would have coincided with ██████████ visits. ██████████ described the other prospects receiving free gear as “numerous.” However, the staff has been unable to identify a

22 ██████████_TR_102516_OleMiss_00561 at 8.

23 ██████████_TR_102516_OleMiss_00561 at 7.

24 ██████████_TR_102516_OleMiss_00561 at 34.

25 ██████████_TR_102516_OleMiss_00561 at 34.

26 ██████████_CO_██████████_Docs_051817_OleMiss_00561 at 7.

27 ██████████_TR_021316_OleMiss_00561 at 19.

28 ██████████_TR_021316_OleMiss_00561 at 19.

29 ██████████_TR_021316_OleMiss_00561 at 10.

30 ██████████_Cashier_IS_032316_Ole Miss_00561.

31 ██████████_TR_081115_OleMiss_00561.

32 See ██████████_CO_██████████_Docs_051817_OleMiss_00561 at 6, Exhibits G and H.

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single prospect that received free gear from [REDACTED] other than those who are likely a part of [REDACTED] “plan” to keep [REDACTED] in the NCAA’s good graces.³³

Further, [REDACTED], [REDACTED] high school football coach in [REDACTED], Mississippi, drove and accompanied [REDACTED] on all but one or two of his visits to Ole Miss. [REDACTED] took [REDACTED] to [REDACTED] and bought him a cap and t-shirt which [REDACTED] paid full price for.³⁵ On none of the trips did [REDACTED] bring sacks of gear or merchandise from [REDACTED] home with him other than the cap and t-shirt purchased for [REDACTED] by [REDACTED].³⁶

As with [REDACTED] statements, when [REDACTED] statements are considered in light of the above contradicting information, it is clear that the testimony of [REDACTED] cannot be relied on either.

Conclusion

Farrar denies allegations 9(b) and 9(c) in their entirety. Objectively verifiable evidence shows that neither [REDACTED] nor [REDACTED] received any impermissible recruiting inducements in the form of free merchandise. There is not sufficient credible, persuasive information of a kind on which a reasonably prudent person would rely in the conduct of serious affairs to support these charges against Farrar.

³³ [REDACTED] TR_113016 OleMiss_00561 at 30–31.

³⁴ See [REDACTED] CO [REDACTED] Docs_051817_OleMiss_00561 Exhibit D at 17, 18

³⁵ See [REDACTED] CO [REDACTED] Docs_051817_OleMiss_00561 Exhibit D at 17, 18

³⁶ See [REDACTED] CO [REDACTED] Docs_051817_OleMiss_00561 Exhibit D at 17, 18

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AL 10 to 13

Allegation 10 through Allegation 13

Farrar understands he is not named in Allegation 10 through Allegation 13 and, therefore, is not expected to respond.

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AL 14 - 1

Allegation 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 [REDACTED] and [REDACTED], as well as [REDACTED] 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 [REDACTED], [REDACTED] and [REDACTED] friends and family during recruiting visits. Specifically:

- a. On one occasion between March 28 and 30, 2014, the football program provided free meals to [REDACTED], 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 [REDACTED]³⁷ a representative of the institution's athletics interests, to provide roundtrip transportation between [REDACTED] and Oxford, Mississippi, (approximately [REDACTED] miles) to [REDACTED] 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 [REDACTED],³⁸ a representative of the institution's athletics interests, to provide [REDACTED] with transportation from [REDACTED], Mississippi, to Oxford (approximately [REDACTED] miles) and from Oxford to [REDACTED] (approximately [REDACTED] miles) in conjunction with an unofficial visit and summer football camp at the institution. Additionally, the football program provided free meals to [REDACTED] and [REDACTED] 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 [REDACTED] to provide [REDACTED] and [REDACTED] [REDACTED], [REDACTED] cousin, with roundtrip transportation between [REDACTED] and Oxford in conjunction with an unofficial visit to the institution. Farrar also arranged for [REDACTED] to provide [REDACTED] with roundtrip transportation between [REDACTED], Mississippi, and Oxford, stopping in [REDACTED] in between, (approximately [REDACTED] miles)

³⁷ [REDACTED] is a representative of the institution's athletics interests pursuant to NCAA Bylaw 13.02.14-(c) (2013-14 and 2014-15).

³⁸ [REDACTED] is a representative of the institution's athletics interests pursuant to Bylaw 13.02.14-(c) (2013-14 and 2014-15).

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- on this occasion. Additionally, on the nights of August 15 and 16, Farrar arranged free hotel lodging for [REDACTED] and [REDACTED] at [REDACTED] in Oxford. Further, the football program provided free meals to [REDACTED], [REDACTED] and [REDACTED] 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 [REDACTED] and [REDACTED] at the [REDACTED] in Oxford in conjunction with an unofficial visit and home football game at the institution. The football program also provided [REDACTED] and [REDACTED] 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 [REDACTED] and [REDACTED] at the [REDACTED] in conjunction with an unofficial visit and home football game at the institution. The football program also provided [REDACTED] and [REDACTED] 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)]
- g. On the nights of October 31 and November 1, 2014, Farrar arranged free hotel lodging for [REDACTED] and [REDACTED] at the [REDACTED] in conjunction with an unofficial visit and home football game at the institution. The football program also provided [REDACTED] and [REDACTED] 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 [REDACTED]; [REDACTED]; [REDACTED], [REDACTED] cousin; and [REDACTED], [REDACTED] 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 [REDACTED] to receive two nights' free hotel lodging during [REDACTED] official paid visit. Farrar also arranged for [REDACTED] to receive free meals during [REDACTED] 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)]

INITIAL RESPONSE

Allegation 14 contains three types of alleged misconduct occurring on nine (9) separate occasions. Farrar admits responsibility in part and denies responsibility in part as set forth below.

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Official Visit

The official visit of █████ occurred on January 23rd and 24th, 2015. The staff has alleged violations surrounding this visit related to expenses for █████, the cousin of █████. Farrar admits these allegations in part and denies them in part. First, Farrar denies there was any violation of the recruiting rules by failing to require █████ cousin █████ to pay a share of the hotel room. NCAA Bylaw 13.6.9 expressly permits a prospective student-athlete's family member or **friend** to stay in the same room as the athlete so long as the friend pays "the costs resulting **from the additional occupants.**" In this case, the cost of the hotel room did not go up because █████ stayed there. Therefore, there was no additional cost that █████ was required to pay for. Thus, there was no violation for improper hotel lodging.

Farrar admits responsibility for the allegations relating to █████ receiving free meals. It is Farrar's position that, based on the division of labor within Ole Miss recruiting at that time, Branden Wenzel ("Wenzel"), the Ole Miss football on-campus recruiting coordinator was technically responsible for ensuring money was collected from parties not covered by Bylaw 13.6, and may not have done so. However, █████ was Farrar's recruit. Farrar owed an obligation to Ole Miss, Coach Freeze, and all the other staff members to ensure every regulation was followed and Farrar may have inadvertently failed to do so. Therefore, Farrar admits responsibility for the portion of Allegation 14(i) relating to free meals provided to █████.

Improper Transportation Provided by █████

Farrar admits responsibility for Allegations 14(b) and 14(d) relating to improper transportation. As stated earlier, █████ is former Ole Miss student-athlete █████ cousin. As noted, Farrar acted as █████ mentor and father figure. Farrar looked after █████. Farrar never intended that █████ act on his behalf to violate NCAA recruiting regulations. However, Farrar owed an obligation to the Ole Miss, Coach Freeze and all the other staff members to ensure every regulation was followed and Farrar failed to do so.

Farrar admits he knew, after the fact, that █████ provided transportation to █████ between June 5 and 7, 2014 in relation to Ole Miss's "Elite Camp." However, Farrar denies directing or arranging for █████ to provide transportation to █████. However, Farrar should have known and should have prevented █████ from providing such transportation. Farrar should have reported this transportation to compliance and failed to do so. Therefore, Farrar admits responsibility for Allegation 14(b).

Farrar admits that he knew █████ provided transportation for █████, █████, and █████ ("█████") to Oxford. However, Farrar denies directing or arranging for █████ to provide such transportation. Nonetheless, Farrar should have prevented █████ from providing such transportation. Farrar should have reported this transportation to compliance and failed to do so. However, it is Farrar's belief, based on a review of the evidence collected by the staff that, on this occasion, the return transportation apparently provided by a female named █████, who has no connection to Farrar or the Ole Miss football program, may have

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occurred.³⁹ Farrar had no knowledge [REDACTED] provided this transportation. Nevertheless, Farrar should have known and should have prevented it. Farrar should have reported this transportation to compliance and failed to do so. Therefore, Farrar admits responsibility for the portion Allegation 14(d) relating to transportation.

Transportation by [REDACTED]

Farrar denies having any knowledge of any relationship between [REDACTED] and [REDACTED]. [REDACTED] denies having any knowledge of [REDACTED] providing transportation to [REDACTED] between July 19 and 20, 2014. Farrar did not arrange any such transportation. There is no evidence that Farrar had any knowledge of or arranged such transportation. Farrar denies the entirety of allegation 14(c) relating to transportation.

Improper Meals

During his recruitment by Ole Miss, [REDACTED] made numerous trips to Oxford. Based on the division of labor at Ole Miss at that time, it was Wenzel's responsibility for ensuring recruits reimbursed the cost of meals. Nonetheless, [REDACTED] was Farrar's recruit. Farrar owed an obligation to Ole Miss, Coach Freeze and all the other staff members to ensure every regulation was followed and Farrar may have failed to do so. Therefore, Farrar admits responsibility for the portions of Allegation 14 relating to free meals provided to [REDACTED] and/or [REDACTED].

Improper Lodging

Farrar denies Allegation 14 in its entirety relating to arranging impermissible recruiting inducement in the form of free hotel lodging for any Ole Miss football prospective student-athlete. These allegations were completely fabricated by [REDACTED] and his cousins. These allegations are pure make-believe and are all part of [REDACTED] plan to protect himself by pointing the finger at Ole Miss.⁴⁰ This is apparent from [REDACTED] first interview. In that interview, the staff asks [REDACTED] if he knows who paid for his and his parents' hotel room the first time they visited Ole Miss in March of 2014.⁴¹ [REDACTED] states that he did not know.⁴² The staff then informs [REDACTED] that if Ole Miss paid for the hotel then it would be a violation of NCAA rules.⁴³ [REDACTED] then changes his story and states that he knows his parents did not pay for their room.⁴⁴ For the remainder of his testimony he maintains that he always stayed in a hotel and he never paid for it. However, after the staff interviewed [REDACTED] mom and step father (who state they paid for their own room as well as [REDACTED]),⁴⁵ [REDACTED] changes this portion of his testimony but maintains that he stayed at the [REDACTED] for free every other time he visited. This statement is simply

³⁹ [REDACTED] TR_102416_OleMiss_00561 at 76.

⁴⁰ [REDACTED] TR_113016_OleMiss_00561 at 30-31. [REDACTED] has admitted meeting with [REDACTED] around the time [REDACTED] alleges [REDACTED] TR_121316_OleMiss_00561 at 22-26. [REDACTED] has also admitted this meeting with [REDACTED] took place as [REDACTED] described. [REDACTED] TR_121316_OleMiss_00561 at 74.

⁴¹ [REDACTED] TR_081016_OleMiss_00561 at 10.

⁴² [REDACTED] TR_081016_OleMiss_00561 at 11.

⁴³ [REDACTED] TR_081016_OleMiss_00561 at 11.

⁴⁴ [REDACTED] TR_081016_OleMiss_00561 at 11.

⁴⁵ [REDACTED] TR_101116_OleMiss_00561 at 12.

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untrue and is motivated by [REDACTED] and or his unknown benefactors' desire to harm Ole Miss and Farrar.

Specific Allegations: The staff has accused Farrar of improperly arranging free hotel lodging for [REDACTED] and his cousins at the [REDACTED] on four occasions: September 12-13, the University of Louisiana Lafayette ("ULL") at Ole Miss; October 4, 2014, the University of Alabama ("Alabama") at Ole Miss; October 31 – November 1, 2014 Auburn University ("Auburn") at Ole Miss; November 28 – 29, 2014 MSU at Ole Miss (Egg Bowl Weekend). [REDACTED] testimony is that he stayed at the [REDACTED] all of those weekends and on each occasion Farrar organized the accommodations. The staff appears to have accepted [REDACTED] testimony as true despite the fact that it is contradicted by common sense, [REDACTED] own statements, and the statements of [REDACTED], [REDACTED] and [REDACTED].

The most outrageous of [REDACTED] allegations are that Farrar arranged a hotel for him the weekend of the Alabama game. [REDACTED] testified that he began the weekend of October 4th, 2014 in Starkville, Mississippi for Texas A&M at MSU.⁴⁶ Then, toward the end of that game, he drove with his cousin [REDACTED] to Oxford for Alabama at Ole Miss.⁴⁷ [REDACTED] testified that he did not give Farrar any notice that he was coming to the game.⁴⁸ However, he maintains that he still stayed at a hotel off campus.⁴⁹ The staff accepted this story as true. Therefore, according to the staff, it is a reasonable conclusion that in the middle of the Alabama game, Farrar left the field and arranged a room for [REDACTED], even though this was probably the single busiest weekend of the year for hotels in Oxford and the biggest regular season game of the year for the Ole Miss football team. Common sense dictates that this is not possible.

Additionally, [REDACTED] contradicts his own account on several occasions. First, he states that sometimes he would come up and just find somewhere to crash.⁵⁰ Second, he states that on at least one of his visits he stayed at [REDACTED] place.⁵¹ Third, he states that the weekend of the Auburn game he came up to visit a female student named [REDACTED].⁵² [REDACTED] and [REDACTED] both also discuss a relationship between [REDACTED] and [REDACTED]. Further, [REDACTED] was one of the top recruits in the state of Mississippi at the time and it is not an unreasonable conclusion that he came up and stayed with another female student he had met on his numerous visits. Therefore, [REDACTED] own testimony makes it clear he did not stay at the [REDACTED] every time he visited Oxford.

Nonetheless, just because [REDACTED] fabricated his statements about always staying at the [REDACTED] for free, that does not mean he never stayed there. The evidence from the staff's investigation proves he did stay there. However, it proves he only stayed there twice. [REDACTED] cousin [REDACTED] is alleged to have accompanied [REDACTED] every time improper lodging was

⁴⁶ [REDACTED] TR_111816_OleMiss_00561 at 43.

⁴⁷ [REDACTED] TR_111816_OleMiss_00561 at 43.

⁴⁸ [REDACTED] TR_111816_OleMiss_00561 at 43.

⁴⁹ [REDACTED] TR_111816_OleMiss_00561 at 44.

⁵⁰ [REDACTED] TR_111816_OleMiss_00561 at 46.

⁵¹ [REDACTED] TR_111816_OleMiss_00561 at 44.

⁵² [REDACTED] TR_111816_OleMiss_00561 at 47.

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purportedly arranged. However, ██████ stated that they only stayed at the ██████ twice.⁵³ The first time they stayed there was August 15 – 17, the weekend of “Meet the Rebels.” The statement of ██████ corroborates this.⁵⁴ The second time was the weekend of the Egg Bowl.

The statements of ██████ cousin ██████ corroborate this.⁵⁵ There is no evidence that connects Farrar to either of these instances when ██████ stayed at the ██████. Farrar has denied involvement. It is reasonable to assume that, just like the allegations of his parents getting a free room in March, all of ██████ allegations are motivated by a desire to protect himself or to harm Ole Miss. It is also possible that the weekend of the Egg Bowl someone associated with ██████ paid for the room for ██████. ██████ was accompanied by ██████ ██████, who at that point had already committed to ██████. Further, we do not know when or how ██████ got in contact with the party or parties associated with ██████, who ultimately paid him \$11,000 on signing day. The panel cannot rule out the possibility that someone associated with ██████ acquired the hotel for ██████ and his cousins the weekend of the Egg Bowl.

Again, Farrar denies any knowledge or involvement in any improper hotel lodging provided to ██████, ██████, ██████, ██████, or any other football prospective student-athlete as the staff has alleged in allegation 14.

⁵³ ██████_TR_102416_OleMiss_00561 at 64.

⁵⁴ ██████_TR_120216_OleMiss_00561 at 23-24.

⁵⁵ ██████_TR_102516_OleMiss_00561 at 14–18.

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Allegation 15

Farrar understands he is not named in Allegation 15 and, therefore, is not expected to respond.

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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, ██████████, a representative of the institution's athletics interests,⁵⁶ assisted the institution in its recruitment of then football prospective student-athlete ██████████ by engaging in recruiting activities that promoted the institution's football program. ██████████ activities included engaging in impermissible recruiting contact and communication with ██████████ and providing him with between \$13,000 and \$15,600 in impermissible cash payments. In addition to his recruiting activities, ██████████ arranged for ██████████, ██████████ employee and a representative of the institution's athletics interests, to make recruiting contact with ██████████ 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 ██████████ and ██████████ recruiting contact and communication with ██████████ and knew at the time that ██████████ and ██████████ provided ██████████ with cash payments. Specifically:

- a. Between April 2014 and February 3, 2015, ██████████ and ██████████ engaged in impermissible in-person recruiting contact and telephone communication with ██████████. 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, ██████████ provided ██████████ with cash payments of between \$500 and \$800 using ██████████ 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 ██████████ provided ██████████ 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, ██████████ provided ██████████ with \$10,000 cash. Additionally, Farrar knew at the time that ██████████ provided ██████████ with the cash payment. [NCAA Bylaws 13.2.1 and 13.2.1.1-(e) (2014-15)]

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Farrar denies the facts set forth in this allegation. Again, the staff's findings on these allegations against Farrar rest solely on the testimony of former football prospective student-athlete ██████████. This testimony is most assuredly bias as the witness is a current football student-athlete at ██████████, Ole Miss and ██████████ are ██████████ rivals, and he enjoys immunity. Farrar's counsel has not been provided an opportunity to question ██████████. ██████████ testimony is methodically inconsistent.

⁵⁶ ██████████ 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).

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The hearing panel shall base its decision on information presented to it that it determines to be credible, persuasive and of a kind on which reasonably prudent persons rely in the conduct of serious affairs. NCAA Bylaw 19.7.8.3. As stated earlier in this response, this is a high standard. It has been described as the equivalent of the clear and convincing evidence standard used in some civil lawsuits. The evidence in this allegation does not come close to reaching that level.

Again, [REDACTED] is a current football student-athlete at [REDACTED]. [REDACTED] and Ole Miss are [REDACTED] rivals. [REDACTED] accepted \$11,000 to sign with [REDACTED].⁵⁷ Counsel for Farrar has not been provided an opportunity to question [REDACTED]. It is unknown if [REDACTED] continued to accept money after signing for [REDACTED]. It is unknown who paid [REDACTED] to sign with [REDACTED]. It is unknown if the party who paid [REDACTED] to sign with [REDACTED] has also directed him to make statements against the interests of Farrar and Ole Miss. However, it is known that since day one of this investigation [REDACTED] has yet to tell the same story twice. In fact [REDACTED] told [REDACTED] ‘[REDACTED] told me that he wanted to put a - put together a plan to protect me and make sure nothing goes wrong with me as far as just like NCAA violation goes.’⁵⁸ Below is a brief summary of the evolution of [REDACTED] -influenced plan during this investigation as it relates to accepting cash payments.

Interview One

During his first NCAA staff interview, [REDACTED] states that in December of 2013 or January of 2014 he told Farrar his girlfriend was having a baby, he would need financial help, and that Farrar agreed to help him.⁵⁹ In the initial version of the story, [REDACTED] frames it as “I told Farrar I was worried and he offered to help.” Then, according to [REDACTED], two or three months later [REDACTED] started making payments to him in amounts ranging from \$500-\$800 (payments starting in March/April 2014).⁶⁰ He stated that every time he picked up money from [REDACTED] he was by himself.⁶¹ Further, he states that he never told anyone about the money.⁶² He also provided in his statement that every time he got money from [REDACTED] the transaction took place in [REDACTED].⁶³ He also discussed receiving a \$10,000 payment on February 3, 2015. Initially, he stated that he asked [REDACTED] for \$10,000 directly over the phone.⁶⁴ He said that he got [REDACTED] number when Farrar told him to expect a call from [REDACTED].⁶⁵ In addition, he alleges that he and Farrar explicitly discussed the \$10,000 payment.⁶⁶

⁵⁷ [REDACTED] TR_121316_OleMiss_00561 at 61.

⁵⁸ [REDACTED] TR_113016_OleMiss_00561 at 30–31. [REDACTED] has admitted meeting with [REDACTED] around the time [REDACTED] alleges [REDACTED] TR_121316_OleMiss_00561 at 22-26. [REDACTED] has also admitted this meeting with [REDACTED] took place as [REDACTED] described. [REDACTED] TR_121316_OleMiss_00561 at 74.

⁵⁹ [REDACTED] TR_081016_OleMiss_00561 at 34.

⁶⁰ [REDACTED] TR_081016_OleMiss_00561 at 34.

⁶¹ [REDACTED] TR_081016_OleMiss_00561 at 27–28.

⁶² [REDACTED] TR_081016_OleMiss_00561 at 28.

⁶³ [REDACTED] TR_081016_OleMiss_00561 at 27.

⁶⁴ [REDACTED] TR_081016_OleMiss_00561 at 25.

⁶⁵ [REDACTED] TR_081016_OleMiss_00561 at 25.

⁶⁶ [REDACTED] TR_081016_OleMiss_00561 at 36.

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Interview Two

During ██████ second interview his story changes considerably. He no longer frames it as “I told Coach Farrar I was worried and he offered to help.” Instead, he now states Farrar would call and ask him ██████ if he needed anything and if he ██████ said yes, Farrar would tell him to expect a call from ██████ or ██████.⁶⁷ ██████ also stated alternatively that sometimes he would call Farrar and say that he needed something and then Farrar would make some calls and get back to him or tell him to expect ██████ or ██████ to call.⁶⁸ However, later in this interview, ██████ changes his story again. Instead of making these calls back and forth ██████ alleges that he had these conversations with Farrar in person.⁶⁹ Within this same interview, his story changes for a third time as it relates to coach Farrar’s knowledge. Instead of calls or in-person discussions about cash payments ██████ alleges it was ██████ who was actually keeping Farrar informed about the payments.⁷⁰

Additionally, the manner and means in which he received the payments also changes. Instead of always picking up the money by himself, he discusses times when his sister ██████ dove him to pick up the money.⁷¹ Also, instead of never telling anyone he was accepting cash payments he states that he told his sister ██████ why he was getting the money.⁷² Further, he mentions for the first time that he actually met ██████ in ██████ Mississippi once when ██████ was driving him back from Oxford.⁷³ He describes this interaction as ██████ “introducing himself” implying this is the first time he ever talked to ██████.⁷⁴ He also changes his story that he always went to ██████ to pick up the \$500 to \$800 payments stating instead that at least once ██████ delivered the cash to him at his house in ██████.⁷⁵

His story also changes as it relates to the alleged \$10,000 payment. Instead of explicitly discussing the payment with Farrar he now states that he never talked to Farrar or ██████ about the \$10,000 payment.⁷⁶ Furthermore, ██████ adds additional details about the payment stating that he received the \$10,000 payment sometime in the early afternoon.⁷⁷

Interview Three

In his third interview, the devolution of ██████ testimony continues. As it relates to who knew about the \$500 to \$800 payments his story changes from I knew and ██████ knew, to “well maybe my mom knew also.”⁷⁸ Furthermore, ██████ changes his time frame for the \$500 to \$800

⁶⁷ ██████ TR_111816_OleMiss_00561 at 111.

⁶⁸ ██████ TR_111816_OleMiss_00561 at 111.

⁶⁹ ██████ TR_111816_OleMiss_00561 at 112.

⁷⁰ ██████ TR_111816_OleMiss_00561 at 97.

⁷¹ ██████ TR_111816_OleMiss_00561 at 92–93.

⁷² ██████ TR_111816_OleMiss_00561 at 92–93.

⁷³ ██████ TR_111816_OleMiss_00561 at 98.

⁷⁴ ██████ TR_111816_OleMiss_00561 at 98.

⁷⁵ ██████ TR_111816_OleMiss_00561 at 94.

⁷⁶ ██████ TR_111816_OleMiss_00561 at 99.

⁷⁷ ██████ TR_111816_OleMiss_00561 at 98.

⁷⁸ ██████ TR_121316_OleMiss_00561 at 44.

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payments from “they started in March or April of 2014 (interview one),” to the payments did not start until after he verbally committed to Ole Miss (September 2014).⁷⁹ The staff ignores this in their findings because if the payments did not start until September, then it breaks the link to Farrar.⁸⁰ Furthermore, in his third interview ██████ statements about where the payments were made changes yet again. Instead of only in ██████ (interview one) or only in ██████ except once ██████ came to my home (interview two), in his third interview ██████ states that he met ██████ one time at a Texaco just outside of ██████.⁸¹ Additionally, ██████ changes his story about Farrar’s knowledge of these payments. Now, instead of Farrar being explicit about the payments and expecting calls from ██████ or ██████ in his third interview, ██████ states that when he would mention needing money to Farrar, Farrar would pretend like his phone was breaking up.⁸² He described Farrar as being sly about not breaking NCAA rules⁸³ and that Farrar would use code words like “a book” for \$1,000.⁸⁴ ██████ immediately contradicts these statements by stating that Farrar told him to expect a call from ██████ and that she would give him money.⁸⁵ Further, ██████ alleges the cash payments were always either \$500 or \$800, so why would Farrar ever refer to a \$1,000 payment as a book. Perhaps this is the language used by ██████ benefactor.

█████ also changes his story from “the first time I talked to ██████ was when I met him in ██████” to I actually talked to him on the phone when Farrar told me to expect his call.⁸⁶ Further, he changes the time frame for when he met ██████ to pick up the alleged \$10,000 payment. He states that he clearly remembers that they met between 4 and 6 PM.⁸⁷ The staff investigators knew that this time frame was inconsistent with their narrative, so they attempt to convince ██████ that it was in fact earlier.⁸⁸ This time frame is inconsistent with the staff’s story because ██████ texted Farrar about ██████ at 4 PM that day, before ██████ claims he received the \$10,000 payment. However, ██████ sticks to his story that the meeting took place between 4 and 6 PM.⁸⁹

Undoubtedly ██████ stories are contrived to conceal money he accepted from someone other than a person associated with Ole Miss. The NCAA portal contains a YouTube video of him flashing cash and showing off a new car. The recording of a phone call between ██████ mother and Farrar indicate that other ██████ schools were offering ██████ money.⁹⁰ The realty is ██████ probably accepted money from multiple people and multiple schools. He admitted to asking for money from schools knowing he had no intention of ever attending that school.⁹¹ He

⁷⁹ ██████ s_TR_121316_OleMiss_00561 at 57.

⁸⁰ ██████ _TR_081016_OleMiss_00561 at 34 ██████ states that he told Farrar he was worried because he was expecting his baby to be born soon and that’s why Farrar agreed to facilitate the payments to ██████).

⁸¹ ██████ _TR_121316_OleMiss_00561 at 56.

⁸² ██████ _TR_121316_OleMiss_00561 at 62.

⁸³ ██████ _TR_121316_OleMiss_00561 at 62.

⁸⁴ ██████ _TR_121316_OleMiss_00561 at 62.

⁸⁵ ██████ _TR_121316_OleMiss_00561 at 62.

⁸⁶ ██████ _TR_121316_OleMiss_00561 at 44.

⁸⁷ ██████ _TR_121316_OleMiss_00561 at 47.

⁸⁸ ██████ _TR_121316_OleMiss_00561 at 49.

⁸⁹ ██████ s TR_121316_OleMiss_00561 at 49.

⁹⁰ ██████ BFarrar_TR_PhoneConversation-Feb32015_102816_OleMiss_00561 at 10-11.

⁹¹ ██████ _TR_111816_OleMiss_00561 at 106.

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deliberately withheld the fact that he had accepted money to attend [REDACTED]. [REDACTED] has motive, as a current football student-athlete at [REDACTED], to lie about the cash payments he received as well as fabricate a relationship between those payments and Ole Miss and Farrar. [REDACTED] probably did receive payments of \$500 and \$800 and \$10,000. However, he is likely taking memories he has of payments he received from other schools or other individuals and using them as inspiration to weave a tale of deceit and point the finger at Ole Miss and Farrar.

Specific Allegations

Allegation 16(a) states that Farrar initiated and facilitated impermissible contact and communication between [REDACTED] and/or [REDACTED] and [REDACTED]. Farrar denies these allegations. Farrar admits to discussing [REDACTED] recruitment with [REDACTED]. However, these discussions never extended to anything more than Farrar attempting to find out what [REDACTED] was telling other members of the community about his decision making process. However, it appears from the record that Farrar's contact with [REDACTED] about [REDACTED] occurred for the first time after [REDACTED] had already been in contact with [REDACTED].⁹² Therefore, the record affirmatively shows that Farrar did not initiate or facilitate any contact between [REDACTED] and [REDACTED]. Additionally, [REDACTED] maintains that there was nothing improper about her relationship/contact with [REDACTED].⁹³ Further, [REDACTED] inability to get his story straight about when he supposedly met [REDACTED] and how she supposedly paid him supports [REDACTED] position. Finally, [REDACTED] is not a graduate of Ole Miss. [REDACTED] has no relationship to the university. She is not a representative of the university's athletic interests. Therefore, there is not sufficient credible, persuasive information of a kind on which reasonably prudent persons would rely that would support the facts alleged in allegation 16(a).

Allegation 16(b) states that Farrar knew that [REDACTED] was providing [REDACTED] with cash payments. Farrar denies these allegations. First, the evidence that [REDACTED] received cash payments from [REDACTED] is minute at best. The "proof" of these payments is [REDACTED] statements. As outlined above, these statements are simply not true. Further, there is simply no connection to Farrar. [REDACTED] provided the investigators at least five different ways that Farrar supposedly knew about cash payments. However, no evidence has been discovered which corroborates any of [REDACTED] five alternative theories.

Allegation 16(c) states that Farrar knew [REDACTED] provided [REDACTED] with a \$10,000 payment. Farrar denies this allegation. First, it appears highly probable that [REDACTED] did not receive a \$10,000 payment from anyone associated with Ole Miss. [REDACTED] has admitted to receiving \$11,000 from [REDACTED]. [REDACTED] states that he kept the money he received from Ole Miss separate from the money he received from [REDACTED].⁹⁴ He is able to account for the how he spent a majority of the \$10,000

⁹² [REDACTED] s phone records indicate a call between him and phone number [REDACTED] (upon information and belief to be [REDACTED] phone number) taking place for the first time on March 30, 2014 at 22:20. [REDACTED]_ATTRecords_010617_OleMiss_00561 at 63. However, the first time there is any conversation between Farrar and [REDACTED] relating to [REDACTED] is not until April 21, 2014. Farrar Phone Records 9390-9392.

⁹³ [REDACTED]_CC [REDACTED] Docs_051917_OleMiss_00561 at 2.

⁹⁴ [REDACTED]_TR_121316_OleMiss_00561 at 33.

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he allegedly received from Ole Miss.⁹⁵ However, he is never able to account for where the \$11,000 he received from █████ went. All we know is that he didn't use the \$11,000 to make the monthly payments on his car. If █████ had received \$10,000 from Ole Miss and \$11,000 from █████, █████ should be able to account for spending \$21,000. However, █████ is only able to account for spending \$7,800 in large purchases as well as some other small purchases. Without more information, the only reasonable conclusion is that █████ only received one large cash payment, and that one large cash payment came from █████. Second, there is absolutely no connection to Farrar. The staff relies on a text message from █████ by Farrar, which Farrar received at 4 PM on February 3rd, 2014.⁹⁷ The staff has implied that this text message shows Farrar was somehow involved or had knowledge of some interaction between █████ and █████. However, █████ testimony is that he did not meet █████ to get paid until between 4 PM and 6 PM⁹⁸ on February 3rd, 2014.⁹⁹ There is no other communication between █████ and Farrar the evening of the 3rd. Therefore, there is no way Farrar could have had any involvement whatsoever.

Farrar has told the staff he had no knowledge of █████, █████, or anyone making cash payments to █████. The very seriousness and nature of this allegation leaves no room for any charge of this nature to be sustained by the panel without the showing of absolute proof that Farrar knew █████ was taking money. Great weight should be given to Farrar's denial in light of his thirty plus years of NCAA compliance.

⁹⁵ █████ alleges he spent \$6,800 as a down payment on a car and gave his mom approximately \$1,000 as first and last months rent for a new house. █████_TR_121316_OleMiss_00561 at 38, 40. He alleges he spent the remainder on clothes and other small items.

⁹⁶ █████_TR_101116_OleMiss_00561 at 36.

⁹⁷ Farrar Text Message # 9388.

⁹⁸ It is probable that █████ did meet with someone between 4 PM and 6 PM however this person was probably associated with █████, which may have influenced him to change his commitment from █████ to █████.

⁹⁹ █████_TR_121316_OleMiss_00561 at 47.

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Allegation 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 [REDACTED] and [REDACTED] as well as [REDACTED] 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 [REDACTED] and [REDACTED] and [REDACTED], representatives of the institution's athletics interests. Additionally, regarding Allegation No. 16, Farrar knew at the time that [REDACTED] and [REDACTED] provided [REDACTED] with impermissible cash payments. [NCAA Bylaws 10.01.1 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 [REDACTED] in conjunction with recruiting visits to the institution. Additionally, Farrar denied knowledge of and/or involvement in arranging transportation for (1) [REDACTED] in conjunction with the June 5 through 7, 2014, unofficial visit to and summer football camp at the institution; (2) [REDACTED] in conjunction with the July 19 to 20, 2014, unofficial visit to and summer football camp at the institution; and (3) [REDACTED] and [REDACTED] 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 [REDACTED] and [REDACTED] 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 [REDACTED] 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 [REDACTED] on these occasions. [NCAA Bylaws 10.01, 10.1 and 10.1-(c) (2016-17)]

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- 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 ██████ by ██████ and ██████ and (2) ██████ and ██████ provision of impermissible cash payments to ██████. The factual support for Allegation Nos. 16 and 17-b establishes that Farrar knowingly arranged impermissible recruiting contact and communication of ██████ by ██████ and ██████ and knew at the time that ██████ and ██████ provided ██████ with impermissible cash payments. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(c) (2016-17)]

INITIAL RESPONSE

Allegation 17(a)

Farrar denies the facts set forth in this allegation. The facts are essentially identical to the facts outlined in Allegation No. 14 which has been addressed above. Farrar reaffirms that he did not knowingly arrange any transportation or lodging. However, Farrar admits that he should have known about improper transportation and failed to act to prevent it.

Allegation 17(b)

Farrar denies the facts set forth in this allegation. Farrar had no involvement in any impermissible recruiting contact between ██████ and ██████ and/or ██████. Further, Farrar had no knowledge ██████ or ██████ were providing ██████ with impermissible cash payments. The hearing panel shall base its decision on information presented to it that it determines to be credible, persuasive and of a kind on which reasonably prudent persons rely in the conduct of serious affairs. NCAA Bylaw 19.7.8.3. This is a high standard. It has been described as the equivalent of the clear and convincing evidence standard used in some civil lawsuits. The evidence in this case does not rise to that level.

Allegation 17(c)

Farrar denies the facts set forth in this allegation. Farrar denies intentionally providing false or misleading information. In all of his interviews Farrar attempted to be as honest as he could be. However, the events that are the subject of the staff's investigation occurred almost two years prior to Farrar's interviews in this investigation. To the extent any of Farrar's testimony was inaccurate, such inaccuracies were purely the result of the passage of time and fading of memories, not of any intent to deceive. Further, Farrar has made a good faith effort to supplement any statement he made which he later discovered was either untrue or incomplete.¹⁰⁰

Allegation 17(d)

Farrar denies the facts set forth in this allegation. Farrar had no involvement in any impermissible recruiting inducements in the form of free hotel lodging for ██████. The evidence

¹⁰⁰ BFarrar_CO_Statement_011917_OleMiss_00561.

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in the record makes it clear that ██████ did not receive free lodging to the extent that he claims, if he received it at all. Further, if ██████ did in fact receive free lodging neither Farrar nor Ole Miss had any involvement with it. Farrar's statement(s) relating to his knowledge of ██████ lodging on unofficial visits was true and not misleading. The hearing panel shall base its decision on information presented to it that it determines to be credible, persuasive and of a kind on which reasonably prudent persons rely in the conduct of serious affairs. NCAA Bylaw 19.7.8.3. This is a high standard. It has been described as the equivalent of the clear and convincing evidence standard used in some civil lawsuits. The evidence in this case does not rise to that level.

Allegation 17(e)

Farrar denies the facts set forth in this allegation. Farrar had no involvement in any impermissible recruiting contact between ██████ and ██████ and/or ██████. Further, Farrar had no knowledge ██████ or ██████ were providing ██████ with impermissible cash payments. Farrar's statement(s) relating to the relationship between ██████, ██████ and ██████ was true and not misleading. The hearing panel shall base its decision on information presented to it that it determines to be credible, persuasive and of a kind on which reasonably prudent persons rely in the conduct of serious affairs. NCAA Bylaw 19.7.8.3. This is a high standard. It has been described as the equivalent of the clear and convincing evidence standard used in some civil lawsuits. The evidence in this case does not rise to that level.

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AL 18 to 21

Allegations 18 through Allegation 21

Farrar understands he is not named in Allegation 18 through Allegation 21 and, therefore, is not expected to respond.

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Conclusion – 1

OLE MISS AND HUGH FREEZE

Hugh Freeze gave Farrar a job and a chance to return to Oxford as member of the football staff at Ole Miss a second time, the first being his short stint with Coach Ed Orgeron. Farrar grew up about fifty miles from Oxford, Mississippi and to him, in his early years and as a young adult, Ole Miss was in the abstract and otherworldly, not a place a country boy from Kossuth, Mississippi could be a part of. Thirty years later he was on Coach Freeze's staff helping to make a difference, being a part of "changing the narrative" of the SEC West as Coach Freeze constantly reminds his players and staff, and competing at the highest level for the biggest prizes, and while doing that, making a difference in the lives of dozens of young men. Hugh Freeze gave Farrar that opportunity and Ole Miss gave him that stage. For that he will be forever grateful.

Farrar has been charged with four Level I violations of NCAA Legislation, any one of which can end a career. If Farrar violated NCAA rules, it was a grievous fault and grievously hath he answered it: a job lost, a career ended, a reputation destroyed, all before these briefs are submitted. Regardless, he will fight on and he just may very well prevail. However, before he turns to the task before him, he wants to give a message and request to the panel on behalf of Coach Freeze and Ole Miss: In his time on Coach Freeze's staff, Coach Freeze never asked Farrar to break any NCAA rule but always reinforced how important it was that he follow the rules and maintain the highest standards of conduct. Farrar expresses his hope that this panel will give Ole Miss and Hugh Freeze every opportunity and consideration in these proceedings. It is deserved.

CONCLUSION

Farrar cooperated fully with the enforcement staff's investigation. The staff has alleged that Farrar committed four Level I violations, possibly an NCAA record of Level I violations lodged against an individual. It is alleged he collaborated to get free merchandise to recruits, that he knew a recruit was being paid money to come to Ole Miss, that he arranged impermissible, rides, meals, and lodging and that he is a liar.

The real Barney Farrar is not the man the NCAA enforcement staff portrayed in its February 22, 2017 NOA. For in excess of thirty years, Farrar has enjoyed a successful career coaching and recruiting for NCAA affiliated universities. Throughout his career, he has touched the lives of countless young men. He has helped them grow from boys to men both on and off the field. Before this February, his reputation and character were beyond reproach. In over thirty years at more than half a dozen NCAA Division1/FBS football programs, not one single accusation of wrongdoing has ever been directed at coach Farrar. Today, coach Farrar's reputation and career in college football are ruined. Both destroyed based on the accusations of one highly suspect individual. [REDACTED]

[REDACTED] is the only witness that provided any purported evidence against Coach Farrar. [REDACTED] is a young man that now plays football for Ole Miss's [REDACTED] rival, [REDACTED]. A young man

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Conclusion – 2

likely lured into this witch-hunt by his own head coach so he could escape NCAA charges himself, deflect his misdeeds onto Farrar and Ole Miss, and keep his eligibility to play for [REDACTED]. A young man who, undeservedly, was given immunity as the NCAA enforcement staff deliberately turned away from his own admitted violations so that it could pursue the school and the recruiter it really wanted – Ole Miss and Barney Farrar.

The hearing panel shall base its decision on information presented to it that it determines to be credible, persuasive and of a kind on which reasonably prudent persons rely in the conduct of serious affairs. NCAA Bylaw 19.7.8.3. As stated earlier in this response, this is a high standard. It has been described as the equivalent of the clear and convincing evidence standard used in some civil lawsuits. The statements of [REDACTED], which are exclusively relied on by the staff in the February 22, 2017 NOA, are not credible. They are not persuasive. They are not the statements that a reasonably prudent person would rely on in the conduct of serious affairs. To put it simply, the evidence relied on by the staff is insufficient to ruin the thirty plus year career and reputation of Coach Barney Farrar.

Coach Farrar looks forward to his opportunity to sit before this panel and be heard.