

**DECISION OF THE
INDEPENDENT ACCOUNTABILITY RESOLUTION PROCESS
INDEPENDENT RESOLUTION PANEL
DIVISION I**

DECEMBER 14, 2022

PUBLIC INFRACTIONS DECISION

Case No. 00837

University of Arizona

Tucson, Arizona

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I. INTRODUCTION

a. The Independent Accountability Resolution Process.

The Independent Accountability Resolution Process was created in response to recommendations made by the Commission on College Basketball, chaired by former U.S. Secretary of State Condoleezza Rice. Before the creation of the Independent Accountability Resolution Process, all infractions cases were handled within the peer-review structure. Cases are referred to the Independent Accountability Resolution Process when the determination is made that the Association's interests are best served by resolving the case under the independent structure. Such a determination includes the consideration of whether a case involves unique policy issues or factors that, when weighed in totality, could impede the accurate and effective resolution of the case under the peer-review structure.

The Independent Accountability Resolution Process consists of four components:

- The Independent Accountability Oversight Committee;
- The Infractions Referral Committee;
- The Complex Case Unit, its investigative and advocacy body; and
- The Independent Resolution Panel.

The Independent Resolution Panel consists of 14 members with legal, higher education, and/or sports backgrounds. Each hearing panel typically consists of five Independent Resolution Panel members, who decide complex infractions cases involving member institutions and their staffs (both current and former) that were referred by the Infractions Referral Committee to the Independent Accountability Resolution Process for resolution. On August 1 through 4, 2022, four members of the Independent Resolution Panel heard this case in person.¹

b. Basis of the University of Arizona Infractions Case.

(1) Overview of the Men's Basketball Allegations.

The conduct at issue in the men's basketball portion of this infractions case related to alleged academic fraud and a broader scheme that involved money and influence at the intersection of collegiate and professional basketball. The scheme resulted in the arrest and prosecution of multiple individuals — including college basketball coaches — on conspiracy and bribery charges,

¹ Four panel members constitute a quorum able to conduct a hearing and deliberate. Independent Resolution Panel Procedure 5-5.

and led to significant reforms designed to strengthen the NCAA Collegiate Model.

On September 26, 2017, the U.S. Attorney’s Office for the Southern District of New York filed a criminal complaint detailing a bribery scheme within men’s college basketball. The criminal charges can be grouped into two areas: (1) payments made by representatives of an apparel company to prospective student-athletes, their family members, or individuals otherwise connected to the prospective student-athletes; and (2) bribes to college basketball coaches from business manager, who formerly had worked as a runner for a sports agency and later formed a business management company for professional basketball players. Other members of the business management company also paid bribes to coaches. Former men’s assistant and associate men’s basketball coaches used their power and influence over men’s basketball student-athletes to steer them to business manager’s company in return for payments.

The government’s case against former assistant men’s basketball coach No. 1 arose principally from his relationship with business manager. The FBI wiretapped former assistant men’s basketball coach No. 1 speaking to business manager, financial advisor and FBI undercover agent Nos. 1 and 2, who introduced themselves as representatives of business manager’s company. These wiretaps revealed that former assistant men’s basketball coach No. 1 solicited and accepted \$20,000 from business manager and financial advisor in exchange for his promise to direct basketball student-athlete No. 1, after he turned professional, to business manager’s company. Other wiretapped conversations with FBI agents revealed that former assistant men’s basketball coach No. 1 arranged for fraudulent academic transcripts and/or fraudulent academic credits for basketball prospective student-athlete No. 1² to be able to meet NCAA initial-eligibility requirements at Arizona to participate on its men’s basketball team.

In September 2017, former assistant men’s basketball coach No. 1 was arrested and charged with multiple counts of bribery and fraud. On January 22, 2019, he pleaded guilty to one count of conspiracy to commit bribery based on his acceptance of \$20,000 in bribes.

A portion of this case also centers on allegations that former assistant men’s basketball coach No. 1 and former assistant men’s basketball coach No. 2

² Basketball prospective student-athlete No. 1 and basketball student-athlete No. 1 are the same individual in this infractions decision. The different terms are used depending on his status during the relevant time period.

engaged in a scheme of academic fraud designed to assist basketball prospective student-athlete No. 1 and basketball prospective student-athlete No. 5 in meeting initial-eligibility requirements in order to ensure their eligibility to compete at Arizona. The alleged conduct included fraudulent academic credit and/or false transcripts, cash bribes, impermissible inducements, benefits, and recruiting contacts. Further, former assistant men's basketball coach No. 2 allegedly impermissibly loaned money to basketball student-athlete No. 3 and subsequently asked him to delete text messages related to the loan. He also asked basketball student-athlete No. 1 to impermissibly assist in recruiting prospective student-athletes.

In response to the public arrests and troubling bribery scheme, October 11, 2017, the NCAA Board of Governors and the NCAA Division I Board of Directors directed all Division I men's basketball programs to examine their men's basketball programs. Arizona complied with this directive, and within a month of former assistant men's basketball coach No. 1's arrest, engaged an outside law firm to evaluate and make recommendations regarding the efficacy of its campus-wide governance oversight, and the policies and procedures that were in place at the time of former assistant men's basketball coach No. 1's arrest. The outside law firm investigated all allegations that involved Arizona in connection with the indictment filed in the SDNY. Arizona provided litigation hold notices to staff members at the commencement of the investigation.

Arizona invited the NCAA enforcement staff to participate throughout the outside law firm's investigation. The enforcement staff participated in the investigation and attended nearly all of the interviews. Arizona conducted one interview, scheduled at the last minute, without notice to the enforcement staff, but provided a transcript of the interview immediately afterwards. Arizona also provided the enforcement staff with copies of interview summaries, access to 40 computer hard drives of its employees, and every document it provided to the outside law firm.

Once federal authorities gave the enforcement staff clearance to begin its own investigation, Arizona worked cooperatively with it for over two years to provide requested documents and arrange interviews. In the course of this investigation, the enforcement staff discovered other potential violations in the men's basketball program allegedly committed by former assistant men's basketball coach No. 1 and former assistant men's basketball coach No. 2.

Based on these findings, the Complex Case Unit alleged that former head men's basketball coach failed to promote an atmosphere of compliance and

to appropriately monitor the men’s basketball staff, and that Arizona failed to exercise institutional control and monitor the men’s basketball program.

(2) Overview of the Women’s Swimming and Diving Allegations.

The women’s swimming and diving portion of this case concerns allegations against assistant swimming and diving coach that arose from his recruitment of diving prospective student-athlete Nos. 1 and 2, sisters who had moved to the Tucson area to train with him at a diving club. The Complex Case Unit also alleged that head swimming and diving coach failed to promote an atmosphere of compliance and to appropriately monitor the women’s swimming and diving staff, and that Arizona failed to exercise institutional control and monitor the women’s swimming and diving program.

(3) Overview of the Post-Separation Allegations.

The Complex Case Unit alleged that former assistant men’s basketball coach No. 1 failed to cooperate with its investigation by failing to respond to its document requests, refusing to be interviewed during the investigation, and furnishing false or misleading information.

The Complex Case Unit alleged that former assistant men’s basketball coach No. 2 failed to cooperate with its investigation by being untruthful during his interview about his role in arranging for basketball prospective student-athlete No. 5’s fraudulent transcript.

c. Overview of Violations Found in the Case.

This case consists of 11 allegations of violations that occurred from 2016 through 2019 in both the men’s basketball and women’s swimming and diving sports programs. The Complex Case Unit alleged academic misconduct, recruiting inducements, representing an individual’s athletics ability or reputation, extra benefits, impermissible recruiters, participation of ineligible student-athletes, provision of false or misleading information, and violation of a head coach’s responsibility in the men’s basketball program. The Complex Case Unit alleged preferential treatment, impermissible tryouts, and violation of a head coach’s responsibility in the women’s swimming and diving program. Further, the Complex Case Unit alleged that Arizona failed to exercise institutional control and monitor the conduct and administration of its men’s basketball and women’s swimming and diving programs.

The hearing panel finds that credible and persuasive information supports the following allegations:

- (1) Men's Basketball Program.
 - (a) Former assistant men's basketball coach No. 1 arranged for a fraudulent academic transcript to be prepared for basketball prospective student-athlete No. 1, which the hearing panel finds to be a Level I violation. [Allegation No. 1-(a)]
 - (b) Former assistant men's basketball coach No. 1 accepted cash bribes in exchange for his promise to promote the use of services by business management company to basketball student-athletes who turned professional upon graduation, which the hearing panel finds to be a Level I violation. [Allegation No. 2]
 - (c) Former assistant men's basketball coach No. 2 provided an impermissible benefit to basketball student-athlete No. 3, which the hearing panel finds to be a Level III violation. [Allegation No. 3]
 - (d) Former assistant men's basketball coach No. 2's instruction to basketball student-athlete No. 3 to delete a text thread referring to the impermissible loan violated general principles of honesty and sportsmanship, which the hearing panel finds to be a Level II violation. [Allegation No. 4-(a)]
 - (e) Former assistant men's basketball coach No. 2 instructed basketball student-athlete No. 1 to make impermissible recruiting contacts, which the hearing panel finds to be a Level III violation. [Allegation No. 5]
- (2) Women's Swimming and Diving Program.
 - (a) Diving prospective student-athlete Nos. 1 and 2 were not eligible to train for club competitions. Thus, the provision of benefits to them was impermissible, which the hearing panel finds to be a Level III violation. [Allegation No. 7-(b)]
 - (b) Diving prospective student-athlete No. 1 was not eligible to train for club competitions. Thus, the provision of benefits to her was impermissible, which the hearing panel finds to be a Level III violation. [Allegation No. 7-(c)]

- (c) Diving prospective student-athlete No. 1 was not a permanent resident of Arizona. Thus, the tryouts with club No. 3 were impermissible, which the hearing panel finds to be a Level II violation. [Allegation No. 7-(d)]
- (d) Diving prospective student-athlete No. 2 was not a permanent resident of Arizona. Thus, the tryouts with club No. 3 were impermissible, which the hearing panel finds to be a Level II violation. [Allegation No. 7-(e)]
- (3) Arizona failed to monitor its men’s basketball and women’s swimming and diving programs, which the hearing panel finds to be a Level II violation. [Allegation No. 9]
- (4) Former assistant men’s basketball coach No. 1 failed to cooperate by knowingly furnishing false and misleading information to the institution and the enforcement staff regarding his knowledge of and/or involvement in violations of NCAA legislation. He additionally refused to provide information relevant to an investigation of possible violations, which the hearing panel finds to be a Level I violation. [Post-Separation Allegation No. 1 – Former Assistant Men’s Basketball Coach No. 1]

II. PROCEDURAL HISTORY

The complete procedural history summary is available at <https://iarpcc.org/referred-cases/university-of-arizona/>.

III. STATEMENT OF FACTS

Most of the underlying facts that led to this infractions matter were uncontroverted. Where facts were in dispute, the hearing panel determined which information it found credible and persuasive. This section describes the most significant events that gave rise to this infractions case.

a. Men’s Basketball.

- (1) Former Assistant Men’s Basketball Coach No. 1’s Employment at Arizona.

Former assistant men’s basketball coach No. 1 followed former head men’s basketball coach to Arizona in 2009 after working with him for two seasons at another Division I institution.

Arizona coaches were responsible for recruiting in the regions where they had the best contacts with prospective student-athletes or with AAU teams. Due to his local ties and contacts, former assistant men's basketball coach No. 1, originally from New York, often served as the primary recruiter for prospective student-athletes from New York.

Former assistant men's basketball coach No. 1 spent eight seasons at Arizona prior to his arrest September 26, 2017. Shortly after his arrest, Arizona initiated the process to terminate his employment, and following its independent investigation, terminated his employment in January 2018.

(2) Former Assistant Men's Basketball Coach No. 1's Involvement in Pre-Enrollment Academic Misconduct.

Former assistant men's basketball coach No. 1 began recruiting basketball prospective student-athlete No. 1 for Arizona during the 2015-16 academic year. Basketball prospective student-athlete No. 1 previously had competed in basketball while attending high school No. 1 in Florida from August 2011 to May 2012. He returned to New York, his previous residence, in the summer of 2012.

Basketball prospective student-athlete No. 1 was offered the opportunity to attend high school No. 2 in Queens, New York, but only after completing two summer courses. He claimed that he had completed these courses in July and August 2012 at high school No. 3. From September 2012 to June 2015, basketball prospective student-athlete No. 1 attended high school No. 2, where he competed in basketball and completed the 9th through 11th grades.

Prior to his senior year, basketball prospective student-athlete No. 1 learned that he was ineligible to compete in basketball due to a New York State High School Association rule, which provided that New York high school student-athletes were only permitted to compete in four consecutive years of high school athletics, even if the student-athlete had competed out-of-state for one or more of those years. As a result, basketball prospective student-athlete No. 1 left New York and attended high school No. 4 in Raleigh, North Carolina from September 2015 to May 2016 in order to be able to compete in basketball during his final year in high school. He completed his senior year there.

On March 7, 2016, basketball prospective student-athlete No. 1 verbally committed to attend Arizona. That same day, former director of compliance No. 2 informed the men's basketball coaching staff, based on his review of

the high school No. 2 transcript, that basketball prospective student-athlete No. 1 was short one unit of English and, as a result, would not meet initial-eligibility requirements. Accordingly, in order to compete at Arizona, basketball prospective student-athlete No. 1 would likely need to spend a year in residence while enrolled at Arizona, or alternatively, would need approval of an initial-eligibility waiver.

Two weeks later, March 21, 2016, Arizona received a copy of a transcript from high school No. 3 that lacked an official seal. That transcript listed an English course entitled “Basic Eng.” purportedly taken by basketball prospective student-athlete No. 1 during the summer of 2012. The transcript also stated that basketball prospective student-athlete No. 1 had been admitted to high school No. 3 July 9, 2012. Based on his review of that transcript, former director of compliance No. 2 prepared an initial-eligibility worksheet, determining that the basic English course would not suffice for basketball prospective student-athlete No. 1 to meet the initial-eligibility requirements regarding core courses. That meant that basketball prospective student-athlete No. 1 would likely be ineligible to compete at Arizona unless granted a waiver.

One week later, March 28, 2016, Arizona received yet another transcript for basketball prospective student-athlete No. 1 from high school No. 3, again lacking an official seal. This transcript no longer listed “Basic Eng.” In its place was a course entitled “American Lit.” Former director of compliance No. 2 prepared another initial-eligibility worksheet based on this new transcript, determining that basketball prospective student-athlete No. 1 had fulfilled initial-eligibility requirements regarding core courses. Based on this transcript, basketball prospective student-athlete No. 1 also had fulfilled NCAA’s initial-eligibility requirement regarding minimum grade-point average.

On May 3, 2016, former assistant athletics director of compliance No. 2 emailed the men’s basketball coaching staff, including former head men’s basketball coach, an updated list from the NCAA Eligibility Center, detailing Arizona’s 2016-17 men’s basketball prospective student-athletes’ academic information. The Eligibility Center’s list included the following notation inserted next to basketball prospective student-athlete No. 1’s name: “Inconsistent transcripts from [high school No. 3]. Transcripts list different courses taken at the same time. [high school No. 3] is now closed.”

At the hearing, former head men’s basketball coach admitted that he knew that basketball prospective student-athlete No. 1’s academic packet contained two transcripts from high school No. 3. He recalled that he had

asked former associate director of athletics for compliance No. 1 what role he or his coaching staff should play in resolving the transcript issue. He stated that former associate director of athletics for compliance No. 1 responded that the compliance staff would work with the NCAA and the Eligibility Center. Based on this response, he understood that Arizona's compliance staff would follow up with the NCAA on issues related to basketball prospective student-athlete No. 1's academic record. Former head men's basketball coach stated that he knew that the NCAA had interviewed the mother of basketball prospective student-athlete No. 1 and cousin of basketball prospective student-athlete No. 1 prior to his final academic certification.

On June 22, 2016, Arizona's compliance office received yet a third transcript from high school No. 3, dated August 27, 2012, this time with an official seal and a signature. This third transcript included enough credits to certify basketball prospective student-athlete No. 1's academic eligibility. Arizona's compliance staff relied on this transcript as the official transcript for basketball prospective student-athlete No. 1.

After its own independent evaluation, July 14, 2016, the Eligibility Center certified basketball prospective student-athlete No. 1 as a qualifier. Upon his enrollment at Arizona, basketball student-athlete No. 1 competed in a total of 65 athletics contests during the 2016-17 and 2017-18 academic years. He then left Arizona to join the NBA.

On June 19, 2019, the enforcement staff requested copies of basketball prospective student-athlete No. 1's academic record from the Diocese of Brooklyn. On July 1, 2019, the Diocese informed the enforcement staff that it had no record of basketball prospective student-athlete No. 1 ever having attended high school No. 3.

(3) The FBI Wiretaps Former Assistant Men's Basketball Coach No.1 About Bribes and Academic Fraud.

On September 15, 2016, the wife of former assistant men's basketball coach No. 1 received an email from a registered sports agent attaching a loan agreement for \$40,000, to be advanced in monthly installments, beginning September 30, 2016, and ending August 30, 2017. She signed the loan agreement September 21, 2016, and emailed it to her husband that same day. The loan agreement required her to pay the advance back in full on or before September 30, 2017.

Undercover FBI agents set up a meeting June 20, 2017, with former assistant men’s basketball coach No. 1. The meeting included him, business manager, financial advisor, and FBI undercover agent Nos. 1 and 2. At this meeting, which the FBI wiretapped, former assistant men’s basketball coach No. 1 admitted that he “got caught up” in the emotion of the circumstances surrounding the recruitment of basketball prospective student-athlete No. 1 and paid \$40,000 to secure his transcript. The FBI agents recorded former assistant men’s basketball coach No. 1 saying:

“[Basketball prospective student-athlete No. 1] needed one more class to be eligible under NCAA rules, and that [a high school] coach wanted \$40,000 to add the class to his official transcript.”

They also recorded him stating:

“[Basketball prospective student-athlete No. 1] as a freshman last year, he—his high school had his transcript. He needed one transcript to graduate. It’s ingenious. Initially, I was mad at his high school coach, but I would say it’s ingenious. He said, ‘I need \$40,000 to get this on his transcript. If he does not get this class, he’s gonna be a partial qualifier. He’s not gonna have 16 credits to graduate’. . . . So long story short, I said okay. You need 40 grand for that class. He said, ‘Yes, because it’s not just me doing it. I gotta take care of some people.’”

During that same conversation, former assistant men’s basketball coach No. 1 discussed other efforts to achieve qualifier status for basketball prospective student-athlete No. 1:

“I tried to get someone else to get him a summer school course. Couldn’t do it because what [the high school coach] had was a seal. He had the school seal, and the great thing about the seal that he had, the school, and [high school No. 3] closed down in Brooklyn, so you can’t investigate. You can’t investigate. So when the NCAA says I need to see the coursework and all – the school’s closed.”

(4) Former Assistant Men’s Basketball Coach No. 1’s Meetings and Payments Related to the Bribery Scheme.

Former assistant men’s basketball coach No. 1 first met business manager through an Arizona basketball student-athlete, and their relationship evolved over time. When they first met, business manager worked at a sports agency, recruiting basketball student-athletes for the agency. Former

assistant men's basketball coach No. 1 also knew business manager from former assistant men's basketball coach No. 1's time coaching an AAU youth basketball team in New York. He additionally knew, and respected, business manager's father.

As described earlier, business manager's participation in a bribery scheme with college basketball coaches spanned several years, beginning when he was employed as a runner by the sports agency. After being fired from the sports agency, business manager started business management company cofounded with financial advisor, where he continued to offer bribes to college basketball coaches. After accepting the bribes, coaches used their influence to steer men's basketball student-athletes to business management company.

From March 2017 until September 2017, business manager, financial advisor, FBI undercover agent Nos. 1 and 2, and former assistant men's basketball coach No. 1 met several times to discuss payments in exchange for former assistant men's basketball coach No. 1's agreement to use his position at Arizona to steer men's basketball student-athletes to business management company. One such meeting occurred on or about June 20, 2017, in New York City. During that meeting, former assistant men's basketball coach No. 1 agreed that he would steer Arizona student-athletes to business management company in exchange for a payment of \$5,000 from FBI undercover agent No. 1.

Sometime in July 2017, business manager, financial advisor, and FBI undercover agent No. 1 agreed to pay former assistant men's basketball coach No. 1 an additional \$15,000. Former assistant men's basketball coach No. 1 told them that he intended to provide the \$15,000 to basketball prospective student-athlete No. 2 and/or his family in exchange for his commitment to attend Arizona. On July 20, 2017, former assistant men's basketball coach No. 1 received the \$15,000 at a meeting with financial advisor and FBI undercover agent No. 1 in financial advisor's office in New Jersey.

On August 30, 2017, former men's assistant basketball coach No. 1 met in Arizona with business manager, financial advisor, and FBI undercover agent No. 2. The FBI recorded this meeting. Former assistant men's basketball coach No. 1 informed them that cousin of basketball student-athlete No. 1 would be the primary decision-maker in choosing his financial advisor, and agreed to steer basketball student-athlete No. 1 to business management company. Later that day, business manager, financial advisor, and FBI undercover agent No. 2 met with cousin of basketball student-

athlete No. 1. They told him that former assistant men’s basketball coach No. 1 had agreed to steer basketball student-athlete No. 1 to business manager’s company, and moreover, that basketball student-athlete No. 1 would likely agree to this arrangement.

(5) Former Assistant Men’s Basketball Coach No. 1 is Arrested; Arizona’s Response; His Guilty Plea and Non-Cooperation with the Enforcement Staff’s Investigation.

Former assistant men’s basketball coach No. 1’s arrest in September 2017 on charges of bribery and fraud caused shock waves at Arizona. On October 1, 2017, director of athletics met with senior associate director of athletics for compliance in what they later described as a “brainstorming session” to discuss a response to the arrest. Director of athletics memorialized their discussion in an email that he sent to his private email address. In it, he wrote, in pertinent part:

“External Investigators

- Need to provide full transparency to NCAA investigators
- Investigation should also be coordinated with the NCAA investigation so that we are not doing double work
- Investigation should be comprehensive and productive but not excessively in-depth
- There are going to be significant deficiencies and areas of negligence regarding education and monitoring so that a report that does not have some discretion and sensitivity could be crippling to the institution and the athletic [sic] department

NCAA Investigators

- Need to understand the instability of Compliance programs and processes due to constant turnover”

On January 22, 2019, former assistant men’s basketball coach No. 1 entered a guilty plea in the U.S. District Court for the Southern District of New York, admitting:

“[F]rom or on about March 1, 2017 through September 2017, while an assistant coach at the University of Arizona, I met with [business manager], and an undercover FBI agent for the purposes of directing college and high school athletes to [business manager’s company.] [Business manager] expected to make at least five thousand dollars to this end. I arranged meetings, [sic] co-conspirators and players and family. I committed federal funds bribery, an offense against the United States of America. I knew this conduct was wrong.”

Following former assistant men’s basketball coach No. 1’s sentencing, the enforcement staff made multiple requests to him for documents germane to its investigation, including his financial and telephone records. Beginning June 26, 2019, the enforcement staff sent document requests to either former assistant men’s basketball coach No. 1 or his lawyer, requesting the following documents and/or records:

- (a) All cellular telephone and text messaging records (including Apple iMessage and/or similar app-based messaging) from January 1, 2016, through September 30, 2017, for any cellular telephone numbers.
- (b) Any telephone call and text messaging details and/or content information obtained and/or in your possession through mirror imaging or similar means of any such devices belonging to you.
- (c) All open and closed financial account records from January 1, 2017, through September 30, 2017.

After failing to receive any of the requested documents, the enforcement staff attempted to contact former assistant men’s basketball coach No. 1 October 30, 2019, and again January 10, 2020, informing him that if he did not respond to its requests, it would consider alleging that he had failed to cooperate with the investigation. Former assistant men’s basketball coach No. 1 failed to respond to any of the enforcement staff’s multiple requests. He did sit for an interview with the enforcement staff June 6, 2019, during which he denied that he had ever paid for basketball prospective-student athlete No. 1’s fraudulent transcript.

(6) Former Assistant Men’s Basketball Coach No. 2’s Coaching Career and Role at Arizona.

Prior to his employment from 2015 to 2019 at Arizona, former assistant men’s basketball coach No. 2 served as an assistant and/or head men’s basketball coach from 1996 to 2015 at NCAA Division I institutions.

Former assistant men’s basketball coach No. 2 explained at the hearing that former head men’s basketball coach assigned a primary recruiting coach to each individual men’s basketball prospective student-athlete based on several factors, including which coach had scouted the prospective student-athlete.

Due to his extensive coaching experience, former assistant men’s basketball coach No. 2 was well-versed in the academic certification process for prospective student-athletes. He excelled at the details of ensuring accurate initial-eligibility documentation. Because of his attention to detail, former head men’s basketball coach assigned former assistant men’s basketball coach No. 2 to be the liaison between the coaching staff, athletics compliance, the admissions office, and the Eligibility Center. His responsibilities included assisting other assistant coaches in their efforts to secure standardized test scores and academic transcripts for men’s basketball prospective student-athletes.

(7) Recruitment of Basketball Prospective Student-Athlete No. 5.

Basketball prospective student-athlete No. 5 verbally committed to Arizona in April 2017, which came as a surprise to former head men’s basketball coach and his coaching staff. They had not been recruiting him, nor had they ever seen him compete. Unsolicited, his father called former head men’s basketball coach and informed him that his son would be coming to Arizona. According to former head men’s basketball coach, the coaching staff was led to believe by his family that basketball prospective student-athlete No. 5 had a solid academic record.

Former assistant men’s basketball coach No. 1, the primary recruiter for basketball prospective student-athlete No. 5, made multiple unsuccessful requests in the spring and summer of 2017 for his high school transcript. Because no progress had been made, former assistant men’s basketball coach No. 2 asked former assistant men’s basketball coach No. 1 if he could call basketball prospective student-athlete No. 5’s high school to obtain a copy of his transcript. Former assistant men’s basketball coach No. 1 agreed.

On August 22, 2017, former assistant men's basketball coach No. 2 obtained basketball prospective student-athlete No. 5's transcript from his high school's dean of counseling, and forwarded it to former associate director of athletics for compliance No. 2 for her initial review. The transcript revealed that basketball prospective student-athlete No. 5 had failed his junior year geometry course. Accordingly, he did not meet the initial-eligibility requirements for core courses, failing to be eligible to compete upon enrollment at Arizona.³

Concerned about his academic progress, August 24, 2017, former assistant men's basketball coach No. 2 called mother of basketball prospective student-athlete No. 5 and reviewed with her the academic evaluation completed by former associate director of athletics for compliance No. 2, focusing on the failed online geometry course. Mother of basketball prospective student-athlete No. 5 told him that her son had taken an online math course during that summer, and that an assistant coach for AAU team No. 1 had the details.

In this conversation, former assistant men's basketball coach No. 2 outlined the following steps required for basketball prospective student-athlete No. 5's initial-eligibility certification: (1) retrieving the transcript from the summer school course; (2) providing the summer school course to his high school; (3) sending all of his high school transcripts, including the transcript from the summer school course, to the Eligibility Center; and (4) sending any learning disability paperwork to both the Eligibility Center and Arizona. Former assistant men's basketball coach No. 2 then forwarded former associate director of athletics for compliance No. 2's academic evaluation to mother of basketball prospective student-athlete No. 5. That same day, he spoke to basketball prospective student-athlete No. 5's dean of college counseling at high school No. 6, covering the same checklist of items necessary to certify initial eligibility.

Between August 27 and 29, 2017, former assistant men's basketball coach No. 2 called assistant coach for AAU team No. 1 at least six times. On August 29, 2017, they discussed the summer math course that basketball prospective student-athlete No. 5 allegedly had taken. Assistant coach for AAU team No. 1 confirmed that basketball prospective student-athlete No. 5 had taken an online geometry class in which he had received an "A."

³ Beginning August 1, 2016, to be eligible to compete during the initial year of full-time enrollment at an NCAA Division I school, a college bound student-athlete needed to complete 16 core courses. Ten of the 16 core courses had to be completed before the start of the seventh semester of high school, and at least seven of these 10 core courses were required to be in English, math, and natural or physical science.

Former assistant men's basketball coach No. 2 discussed with assistant coach for AAU team No. 1 steps basketball prospective student-athlete No. 5 needed to take in order to become academically eligible, informing assistant coach for AAU team No. 1 that he needed to send the online summer school course's transcript to mother of basketball prospective student-athlete No. 5. Former assistant men's basketball coach No. 2 never communicated again with assistant coach for AAU team No. 1.

After this conversation, former assistant men's basketball coach No. 2 spoke to mother of basketball prospective student-athlete No. 5 about the online course, explaining that she needed to send a copy of the online course transcript to basketball prospective student-athlete No. 5's high school as well as to the Eligibility Center.

On August 29, 2017, former assistant men's basketball coach No. 2 asked mother of basketball prospective student-athlete No. 5 to communicate with him on WhatsApp. He explained at the hearing that mother of basketball prospective student-athlete No. 5 had failed to respond to his previous texts, so he did not know whether she had received or read them. WhatsApp allowed the message's sender to see when the recipient received and read a message through its checkmark notifications. According to former assistant men's basketball coach No. 2, text messages at that time lacked this feature.

Beginning September 1, 2017, former assistant men's basketball coach No. 2 sent multiple WhatsApp messages to mother of basketball prospective student-athlete No. 5 inquiring about the online course transcript and informing her of what she needed to do to position her son to receive his initial-eligibility certification from the Eligibility Center. On one such WhatsApp thread, former assistant men's basketball coach No. 2 asked her, "did you get the [online] Geometry transcript?" When the mother responded "No," former assistant men's basketball coach No. 2 responded:

"Hit up [assistant coach for AAU team No. 1] ... I am trying to get the guidance counselor, [dean of college counseling at high school No. 6] on the phone today to talk about [basketball prospective student athlete No. 5's] senior schedule."

Mother of basketball prospective student-athlete No. 5 replied that assistant coach for AAU team No. 1 had contacted her and told her that she should have the online course transcript "shortly." For her part, mother of basketball prospective student-athlete No. 5 remembered a passing conversation with assistant coach for AAU team No. 1, who she said had assured her that "we got the school, no problem, everything's good you

know, don't worry about anything we'll take care of it." She recalled that when she received the online course transcript, she most likely sent it to her son's high school dean of college counseling at high school No. 6.

On October 19, 2017, the high school dean of college counseling at high school No. 6 sent an email to former assistant men's basketball coach No. 2, attaching an updated version of basketball prospective student-athlete No. 5's high school transcript. Assistant men's basketball coach No. 2 immediately forwarded it to former director of compliance No. 1 without reviewing the attachment.

Basketball prospective student-athlete No. 5's updated transcript included a summer course from the online school entitled "Common Core Geometry," purportedly taken from July 1-28, 2017. In his interview in connection with this infractions case, basketball prospective student-athlete No. 5⁴ admitted that he had never taken an online geometry course.

The Eligibility Center received two fraudulent transcripts related to basketball prospective student-athlete No. 5, the first October 23, 2017, and the second June 11, 2018, reflecting an online geometry course from a different online school. The latter transcript was submitted to establish his eligibility at a second NCAA member institution. Former assistant men's basketball coach No. 2 thus had no involvement with the second transcript. Basketball prospective student-athlete No. 5 admitted in his interview that he had not taken the second online course.

The Eligibility Center received the second transcript in June 2018, after basketball prospective student-athlete No. 5's decommitment from Arizona February 24, 2018, and after Arizona initiated termination proceedings for former assistant men's basketball coach No. 2 in 2019 for what it believed was his lack of truthfulness in an interview with the enforcement staff about his role in arranging for the first online course transcript. Former assistant men's basketball coach No. 2 has consistently maintained that he had no role in arranging for the fraudulent transcript, and that he was only doing his job, ensuring that all eligibility documentation had been submitted.

(8) Loan by Former Assistant Men's Basketball Coach No. 2.

In the summer of 2017, basketball student-athlete No. 3 returned to Arizona from a visit to his home in Australia. He had promised his mentor, a family

⁴ Basketball prospective student-athlete No. 5 was a men's basketball student-athlete at another NCAA Division I institution at the time of this interview.

friend, that he would travel to New Orleans to visit over the summer. Basketball student-athlete No. 3 applied, and was approved, for a reimbursement check for his Australia trip from the Student-Athlete Assistance Fund, which he intended to use to purchase an airline ticket. However, the reimbursement check did not arrive in time, so he asked former assistant men's basketball coach No. 2 for a short-term loan to cover the ticket's cost.

On June 29, 2017, former assistant men's basketball coach No. 2 placed an envelope containing \$500 on the men's basketball director of operations' desk, where basketball student-athlete No. 3 picked it up. He then used the cash to purchase the airline ticket. Former assistant men's basketball coach No. 2 did not ask or inform the compliance staff about the loan, nor did he self-report it. He thought because the expected reimbursement check exceeded the cost of the airfare, he could "float" the money to basketball student-athlete No. 3 on a short-term basis. On July 11, 2017, basketball student-athlete No. 3 repaid the loan in its entirety.

In October 2017, former assistant men's basketball coach No. 2 received a litigation hold notice from Arizona, which, according to him, required that he review his files for "any discussion about money with any men's basketball student-athlete."⁵ In response to the litigation hold notice, October 31, 2017, he reported to Arizona's compliance staff that he had provided the loan to basketball student-athlete No. 3. Based on the compliance staff's conclusion that the loan was an impermissible benefit, Arizona withheld basketball student-athlete No. 3 from competition.

On November 1, 2017, Arizona sought reinstatement of basketball student-athlete No. 3. The NCAA adopted Arizona's actions of:

- Withholding basketball student-athlete No. 3 from one regular-season contest.
- Requiring basketball student-athlete No. 3 to film an educational video about the importance of not accepting impermissible extra benefits.
- Providing rules education to all student-athletes and staff members regarding impermissible extra benefits.

⁵ Arizona issued the litigation hold in response to the federal grand jury subpoena it received.

- Reprimanding former assistant men’s basketball coach No. 2 with a letter of admonishment and a five-day suspension from all coaching duties without pay (which included two regular-season contests).

On November 1, 2017, Arizona self-reported the loan as a Level III violation.

(9) Instruction to Delete the Text Message Thread.

On July 10, 2017, former assistant men’s basketball coach No. 2 sent a text message to basketball student-athlete No. 3, instructing him to delete a text message thread about the \$500 loan. Basketball student-athlete No. 3 explained in his interview that he erased the text message thread because he generally follows his coaches’ directions although he was unsure why he had been asked to do so.

When Arizona self-reported the violation related to the impermissible loan, it did not include the information about former assistant men’s basketball coach No. 2’s instruction to delete the text thread, even though the compliance staff knew about it. Senior associate director of athletics for compliance instructed former assistant athletics director of compliance No. 2 not to include information about the deletion of the text thread in the self-report. Former assistant athletics director of compliance No. 2 strongly disagreed; he felt that without it the report was misleading. Because there was no ethics hotline at Arizona at the time, he immediately reported to executive senior associate athletics director this conversation, explaining his objection to excluding information about the text thread deletion in the self-report. She told him to discuss his objections with senior associate director of athletics for compliance, who subsequently submitted the self-report himself, minus the information about the deletion of the text thread.

(10) Impermissible Recruiters.

On July 29, 2016, former assistant men’s basketball coach No. 2 sent text messages to basketball student-athlete Nos. 1 and 3, requesting that they help recruit basketball prospective student-athlete Nos. 3 and 4 at an upcoming basketball camp. He also sent text messages to the two basketball prospective student-athletes, suggesting that they speak to basketball student-athlete Nos. 1 and 3. A few days later, basketball student-athlete No. 1 reported back to former assistant men’s basketball coach No. 2 about basketball prospective student-athlete No. 4’s interest in Arizona.

Former assistant men’s basketball coach No. 2 explained at the hearing that he understood that he could not ask a “player to call a recruit.” However, he believed he could encourage student-athletes attending events where prospective student-athletes were playing to “tell them good things about Arizona.” Although former assistant men’s basketball coach No. 2’s text message used the language “recruit,” he explained that he only intended to have the student-athletes speak to the prospective student-athletes just as though they were on campus for official visits.

(11) Former Assistant Men’s Basketball Coach No. 2 Deletes His WhatsApp Messages.

The litigation hold notice former assistant men’s basketball coach No. 2 received from Arizona October 4, 2017, required him to “maintain and preserve” “all potentially relevant information and physical items.” It additionally required him “to preserve and retain . . . both electronic and electronic and hard copy information, specifically including e-mails, chats, hard copy documents, handwritten documents., etc.” The litigation hold instructed all recipients, including him, to ensure that relevant information was not “deleted, altered or destroyed.” Former assistant men’s basketball coach No. 2 acknowledged receipt October 10, 2017, of this litigation hold notice.

On October 16, 2017, Arizona sent a second litigation hold notice, requiring recipients, including former assistant men’s basketball coach No. 2, to provide to it a description of the types and number of electronic devices in their possession, including the make, model, and physical location of each device. It required that “all devices with relevant information be made available for forensic imaging no more than 30 days from issuance of the notice.”

In mid to late November 2017, former assistant men’s basketball coach No. 2 turned over to Arizona, in his words, “thousands of texts, WhatsApp messages, and emails.” However, he did not turn over the WhatsApp messages that related to basketball prospective student-athlete No. 5 because, according to him, “no one in basketball prospective student-athlete No. 5’s circle was on the list of required documents to submit . . .” There is nothing in the record to indicate that he complied with the requirement to provide a list of his devices, nor is there anything in the record to indicate that he turned over his devices for forensic imaging.

According to former assistant men’s basketball coach No. 2, he deleted all of his WhatsApp messages related to basketball prospective student-athlete

No. 5 sometime in 2018. He explained that he normally deleted messages about recruits, like basketball prospective student-athlete No. 5, whom the institution was no longer recruiting.

On September 19, 2018, Arizona sent a reminder about the litigation hold, informing recipients that it remained in place.

b. Women’s Swimming and Diving.

(1) Previous University of Arizona NCAA Division I Committee on Infractions Decision (January 30, 2019).

On January 30, 2019, the NCAA Division I Committee on Infractions released an infractions decision involving Arizona’s women’s swimming and diving program.⁶ The underlying facts in that case bear similarity to the facts underlying this infractions case.

Like this case, the 2019 case involved an out-of-state prospective student-athlete training with a club team coached by an Arizona diving coach. The previous diving coach, who had a prior coaching relationship with the prospective student-athlete, conducted impermissible tryouts with the prospective student-athlete because she had not permanently moved to Arizona nor enrolled during the period she trained at the club team. The previous coach also arranged for the prospective student-athlete to reside with representatives of athletics interests, which resulted in the prospective student-athlete receiving impermissible inducements.

(2) Arizona Hires Head Swimming and Diving Coach and Assistant Swimming and Diving Coach.

In 2017 and 2018, the Arizona swimming and diving program “was turning over a new page with an entirely new staff.” Arizona hired head swimming and diving coach in July 2017, and assistant swimming and diving coach in August 2018. Before joining Arizona, assistant swimming and diving coach coached club No. 1 in Austin, Texas. He never had coached previously at an NCAA member institution.

⁶ The coaching staff and prospective student-athlete involved in Arizona’s 2019 infractions case were different parties than those involved in this infractions case.

(3) Arizona’s Recruitment of Diving Prospective Student-Athlete No. 1.

Assistant swimming and diving coach had trained diving prospective student-athlete No. 1 and her sister, diving prospective student-athlete No. 2, at club No. 1 in Austin, Texas. Diving prospective student-athlete No. 1 viewed him “as kind of a surrogate father.” She had started training with him when she was eight years old, and as a result, she and her family developed a close relationship with him. Diving prospective student-athlete No. 1 was an Olympic-level diver at the time of these events, training for the upcoming Team USA Olympic tryouts.

In July 2018, assistant swimming and diving coach shared with her family his plans to potentially leave club No. 1 to join Arizona, informing them the next month that he had accepted its job offer. The mother of diving prospective student-athlete Nos. 1 and 2 responded that her family might consider moving to Tucson because both of her daughters wanted to continue training with him. In the midst of a contentious divorce, she also wanted a fresh start. Assistant swimming and diving coach informed the mother “countless times” that any move to Tucson “had to be a full family move.”

During an onboarding conversation August 16, 2018, former assistant athletics director of compliance No. 1 informed assistant swimming and diving coach that he had to limit recruiting conversations with any prospective student-athletes until September 1, 2018, the first opportunity NCAA bylaws permitted diving prospective student-athlete No. 1 to make an official visit.

On August 30, 2018, diving prospective student-athlete No. 1, then entering her junior year of high school, sent an email to assistant swimming and diving coach expressing her interest in an official visit. On September 1, 2018, assistant swimming and diving coach texted her that he was “very excited about [her] potential interest in diving at the University of Arizona,” and provided her with information required to organize an official visit. He also advised her mother that while diving prospective student-athlete No. 1 was “allowed to dive on recruiting trips,” the coaching staff could not watch her dive or be near the pool deck when she was diving.

Diving prospective student-athlete No. 1 made her official visit to Arizona from January 11 to 13, 2019. The Official Visit Request form listed her address as Roundrock, Texas, where she and her family resided prior to relocating to Arizona.

(4) Assistant Swimming and Diving Coach Plans Club No. 3.

During the interview process, assistant swimming and diving coach shared with head swimming and diving coach his plans for a Tucson diving club, club No. 3. Head swimming and diving coach expected assistant swimming and diving coach to consult with compliance about this plan and understood from this conversation that assistant swimming and diving coach intended to conduct club activities properly.

During his August 16, 2018, onboarding conversation with former assistant athletics director of compliance No. 1, assistant swimming and diving coach brought up the possibility of starting a diving club. He also mentioned that diving prospective student-athlete No. 1 was considering following him to Tucson. Former assistant athletics director of compliance No. 1 informed assistant swimming and diving coach that because he had a pre-existing relationship with diving prospective student-athlete No. 1, he could discuss with her his plans for a Tucson club. Assistant swimming and diving coach recalled that former assistant athletics director of compliance No. 1 discussed Arizona's commitment to compliance and reviewed with him a Commitment to Compliance form that listed various NCAA bylaws. When assistant swimming and diving coach told him that his potential diving club had not yet been approved, former assistant athletics director of compliance No. 1 encouraged him to write down a name for it. He wrote down the name of a pre-existing dive club, club No. 2.

At the onboarding meeting, assistant swimming and diving coach signed the Commitment to Compliance form. He disclosed on that form club No. 2's potential inclusion of prospective student-athletes. The Commitment to Compliance form included the following statement on page No. 6: “*Please note all staff members involved with local sports clubs must complete the Local Sports Club paperwork.*” There is no information in the record that former assistant athletics director of compliance No. 1 provided the Local Sports Club paperwork to assistant swimming and diving coach at that meeting.

Assistant swimming and diving coach signed a second Commitment to Compliance form September 5, 2018, disclosing the same information. Arizona's compliance staff countersigned both Commitment to Compliance forms. But former assistant athletics director of compliance No. 1 did not follow up with any inquiry about assistant swimming and diving coach's disclosures, nor at that time did he provide him with the Local Sports Club form required to start a new club.

The Local Sports Club form allows the compliance staff to monitor clubs for compliance with NCAA rules; coaches were required to provide on a monthly basis the names of all club participants. Former assistant athletics director of compliance No. 1 explained in his interview that he erroneously thought that assistant swimming and diving coach was coaching at club No. 4, a swimming-only club coached by head swimming and diving coach that had been previously authorized by Arizona, even though assistant swimming and diving coach had disclosed on the Commitment to Compliance forms his intention to form a diving-only club.

In September 2018, assistant swimming and diving coach met with senior associate athletics director No. 1 and senior associate athletics director No. 2 to discuss his plans to start a diving club and to inquire about available facilities. According to assistant swimming and diving coach, Arizona's aquatics director had told him that he "should be good to start a club." Ten months later, assistant swimming and diving coach signed a Facilities Use Agreement and turned it in to aquatics director. The signed Facilities Use Agreement, dated July 1, 2019, for the 2019-20 season practices, listed club No. 3, the name assistant swimming and diving coach ended up choosing in 2018 when he started the diving club. There is no record that a Facilities Use Agreement was in place for the 2018-19 season.

Once aquatics director informed him that he could start a club, assistant swimming and diving coach spoke with director of compliance about NCAA rules applicable to a club. In that conversation, assistant swimming and diving coach told the director of compliance that diving prospective student-athlete No. 1 was planning to move to Arizona. According to assistant swimming and diving coach, director of compliance "made it very, very clear that there were two rules that she needed to follow: it needed to be a full family move and she had to live within Tucson proper, so that 50-mile radius."

(5) Diving Prospective Student-Athlete Nos. 1 and 2 Move to Tucson and Participate in Club No. 3.

Diving prospective student-athlete Nos. 1 and 2's parents had a very contentious relationship. In addition to the opportunity for the sisters to continue training with assistant swimming and diving coach, family No. 1 decided to relocate from Austin to Tucson in the fall of 2018 to seek a fresh start. According to Arizona's January 14, 2020, investigation summary, their mother was "in the midst of an acrimonious divorce, and was 'trying to put space between' her children and their father." At the time she decided

to move to Tucson, the mother of family No. 1 intended that all three of her children (including a younger son) would relocate with her to Arizona.

On August 1, 2018, the mother of family No. 1 texted assistant swimming and diving coach to let him know that she had discussed the move with her family. On August 14, 2018, she told him that they were “going to shoot for an Oct 1 move in date.” Assistant swimming and diving coach told her that “if you’re separating from your significant other or from your marital partner, then it has to be you and your three children. That’s absolutely required. And then you need to be a 50-mile radius.”

However, she did not move to Tucson in October 2018. After their divorce was finalized, her ex-husband commenced a custody dispute in Texas over their son. At that point, according to former associate director of athletics for compliance No. 3, “she then started looking for ways to get her daughters [to Arizona], to start that move process even if she was not able to join them at that time.”

On October 2, 2018, she notified assistant swimming and diving coach that she “certainly hope[d] to be in Tucson.” Assistant swimming and diving coach reminded her again that the “entire family needed to move to Tucson in order to participate on the club team.”

On October 21, 2018, assistant swimming and diving coach organized a prospective club meeting with local families who had reached out to him about the possibility of participating on a new diving club team. Two parents attended the meeting, the father of family No. 2, and the mother of family No. 3. The father of family No. 2 is a graduate of Arizona, an Arizona football season ticketholder, and a member of Arizona’s Wildcat Club, which he joined in order to receive preferred parking tickets for football games. Mother of family No. 2, a schoolteacher, has no independent relationship with Arizona.

At the meeting, assistant swimming and diving coach mentioned that diving prospective student-athlete Nos. 1 and 2 might be moving to Tucson to join the potential club. Following the meeting, family Nos. 2 and 3 each reached out to him for family No. 1’s contact information, offering to assist with family No. 1’s relocation to Tucson. The record reflects that the following communications took place:

- On October 27, 2018, the mother of family No. 2 emailed assistant swimming and diving coach stating: “[her husband] mentioned two divers coming from Texas. Please send my information to the

family/families as a resource. I would be happy to share my knowledge of school districts, areas of Tucson and the like to help them settle in.”

- On October 31, 2018, assistant swimming and diving coach responded, thanking her for her willingness to help “the family who is moving from Austin to join our club.” That same day, he texted the mother of family No. 1 with family No. 2’s contact information, noting they were “the family who will likely reach out to you and give you information about Tucson.”
- On November 3, 2018, the mother of family No. 3 emailed assistant swimming and diving coach letting him know that he could share her information with family No. 1.
- On November 4, 2018, the mother of family No. 1 informed assistant swimming and diving coach that she had “been emailing back and forth with [the mother of family No. 2],” who was “very active with our communication,” describing her as someone who “seem[ed] very excited and has a lot of info.” He responded that same day that he was “[g]lad [he] passed on the info then.”
- On November 5, 2018, assistant swimming and diving coach responded to the mother of family No. 3, thanking her and letting her know that the mother of family No. 1 was driving to Tucson that week to look at potential rental houses. He “was sure [she] would love as many options as possible,” and said he would share her contact information with the mother of family No. 1. Later that day, the mother of family No. 3 replied, “I will reach out to [her] this week to see if there’s anything she needs.”

Assistant swimming and diving coach described the advice given by family Nos. 2 and 3 to family No. 1 as unsolicited; he “did not ask them or any other club member to help [family No. 1] in any shape or form.” Family Nos. 2 and 3 both confirmed the accuracy of this statement. Assistant swimming and diving coach had no expectation that either family would provide housing for diving prospective student-athlete Nos. 1 and 2. He only expected them “to share local knowledge so [the mother of family No. 1] could find the best family or housing situation for her respective family.”

On November 6, 2018, family No. 1 drove from Austin to Tucson to look for rentals. They arrived in Tucson November 7, 2018, staying in a hotel. On November 9, 2018, diving prospective student-athlete No. 1 flew to

another institution for a recruiting visit. Her mother and sister traveled back to Texas the following day.

On November 11, 2018, diving prospective student-athlete No. 1 returned to Tucson from her recruiting visit. Club No. 3 began practice on or around November 18, 2018.

Diving prospective student-athlete No. 1 stayed, at no cost, with family No. 3 from November 11 to 21, 2018. Consistent with prior conversations between the two families, the mother of family No. 3 described the 10-day stay as intended “to be a good time to make sure personalities would click with the kids,” describing the situation as a “friendly courtesy . . . much like friends just have sleepovers.”

On November 21, 2018, diving prospective student-athlete No. 1 traveled to Texas, returning to Tucson November 26, 2018. She stayed with family No. 4, at no cost, for four days, from November 26 to 30, 2018. Diving prospective student-athlete No. 1 shared a room with daughter of family No. 4, also a diver, whom she had met through social media. Family No. 4’s mother provided transportation, primarily to practices, to diving prospective student-athlete No. 1, and occasionally provided her with meals.

Diving prospective student-athlete No. 1 traveled to another institution for a recruiting visit November 30, 2018, returning to Tucson December 2, 2018. Her mother and mother of family No. 3 reached a verbal agreement that diving prospective student-athlete No. 1 would stay with family No. 3 through March 2019, paying \$500 a month for room and board. During its investigation, Arizona determined that the rate of \$500 per month for room and board was consistent with fair market value.

Diving prospective student-athlete Nos. 1 and 2 began practicing at club No. 3 at the end of December 2018. In his interview and again at the hearing, assistant swimming and diving coach stated that he did not know where they were staying, only that they “had secured housing.” Assistant swimming and diving coach stated that he had no compliance concerns because the mother of family No. 1 had told him December 3 or 4, 2018, that “they had secured housing in Vail [Arizona]. Vail was within that 50-mile radius.” However, the mother of family No. 3 stated that she had a brief conversation with assistant swimming and diving coach during which she told him that the sisters were staying with her family.

In fact, diving prospective student-athlete No. 1 had moved in with family No. 3 December 2, 2018. Her sister moved in within the week. Family No.

1's first \$500 rental payment to family No. 3 covered room and board for December 2018. Family No. 3 received a total of \$2,000 for room and board for four months, from December through March 2019. In addition to paying rent each month, the sisters received cash from their mother. and had use of her bank card for meals and necessities. Family Nos. 1 and 3 had no formal agreement regarding transportation or food. Other than an occasional meal with family No. 3, the sisters typically purchased their own food.

Meanwhile, their mother traveled back and forth between Arizona and Texas for work and to handle matters relating to her divorce and the custody dispute over her son. As a result, she stayed in Tucson only three times from December 2018 through March 2019. She continued to search online for homes in the Tucson area.

On December 25, 2018, diving prospective student-athlete No. 1 and her mother each sent text messages to assistant swimming and diving coach inquiring when club practices would commence. He replied that diving practices would start December 30, 2018. Diving prospective student-athlete No. 1 told him that she would see him at practice. He asked the mother, “[w]hat is your expected timeline now?” She responded, “[s]till [January].”

In March 2019, family No. 1 rented a house in Tucson, making their first rental payment March 28, 2019, and moving into the home on or around April 12, 2019. Delayed by the custody battle, the mother moved to Tucson on or around April 12, 2019.⁷ She no longer had a residence in Texas and viewed Tucson as their home for the foreseeable future.

Diving prospective student-athlete Nos. 1 and 2 lived with their mother in the Tucson rental house for approximately six months. An injury caused diving prospective student-athlete No. 2 to stop training with club No. 3 June 30, 2019. Diving prospective student-athlete No. 1's last practice with club No. 3 was September 12, 2019, when assistant swimming and diving coach closed the club.

(6) Head Swimming and Diving Coach Alerts Compliance of the Potential Issue with Diving Prospective Student-Athlete No. 1.

In September 2019, an out-of-state swimming prospective student-athlete made an official visit to Arizona. During a discussion with head swimming and diving coach, she inquired about moving to Arizona to train with club

⁷ She rented a moving truck April 13, 2019, to move her belongings to Tucson.

No. 4 prior to her enrollment. Head swimming and diving coach explained that would be impermissible under NCAA rules, because she needed to make a permanent move in order to train with the club. The swimming prospective student-athlete asked why she could not move to Arizona and train just like diving prospective student-athlete No. 1.

At that point, “alarm bells” went off for head swimming and diving coach. He immediately discussed the issue with compliance, who finally understood, after a discussion with assistant swimming and diving coach, that club No. 3 was entirely separate and distinct from club No. 2, the previously authorized diving club, and furthermore, had not been monitored for compliance with NCAA rules since its formation.

Throughout 2019, director of compliance had visited club No. 3’s practice to monitor its activity, but apparently had missed the fact that diving prospective student-athlete Nos. 1 and 2 were training there. She also did not know that assistant swimming and diving coach had failed to submit the Local Sports Club form that would have enabled compliance to monitor club No. 3’s compliance with NCAA rules.

After head swimming and diving coach alerted it to a potential issue, the compliance staff finally gave the Local Sports Club form to assistant swimming and diving coach, who filled it out and signed it December 19, 2019, several months after receiving it.

In the fall of 2019, assistant swimming and diving coach decided to close club No. 3 until all of the compliance issues got sorted out; he stated at the hearing that his first commitment was to coaching at Arizona. As a result, diving prospective student-athlete No. 1 had nowhere to train after mid-September 2019.

Diving prospective-student athlete No. 1 left Tucson in the fall semester of 2020 to attend another institution. Because she could not train with club No. 3 after it closed, she lost a year of training. According to assistant swimming and diving coach, she is no longer an Olympic-level diver.

(7) The July 28, 2020, NCAA Academic and Membership Affairs Joint Diving Interpretation.

Arizona and the enforcement staff jointly submitted, July 10, 2020, a request to the academic and membership affairs staff seeking an interpretation of NCAA Bylaws 13.11.1 and 13.11.2.4. Specifically, the joint request set forth the facts showing that family No. 1 did not move to

the Tucson area until April 2019, and that their mother continued to work in Texas until that time. The joint request sought academic and membership affairs' interpretation of whether these facts meant that diving prospective student-athletes No. 1 and 2 participated in impermissible tryouts with club No. 3.

On July 28, 2020, academic and membership affairs issued its joint interpretation, finding that, based on the facts submitted, because they were not permanent residents of Arizona, diving prospective student-athlete Nos. 1 and 2 participated in impermissible tryouts. The joint interpretation addressed the facts submitted, which focused on the status of mother of diving prospective student-athlete Nos. 1 and 2, specifically, that she did not relocate to Tucson until April 2019.

IV. ANALYSIS⁸

This section provides a detailed analysis of the hearing panel's decisions with respect to each of the allegations.⁹

a. Allegation No. 1.

(1) Introduction of Allegation No. 1.

The Complex Case Unit alleged that between March 2016 and September 2017, former assistant men's basketball coach No. 2 and former assistant men's basketball coach No. 1, then assistant men's basketball coaches, violated the principles of ethical conduct, engaged in pre-enrollment academic misconduct and/or provided an impermissible recruiting inducement when they knowingly arranged for false academic transcripts for two then men's basketball prospective student-athletes. The prospect in Allegation No. 1-(a) subsequently enrolled at the institution and, as a result, practiced; competed in 65 contests, including postseason contests; and received institutional financial aid and actual and necessary expenses while ineligible during the 2016-17 and 2017-18 seasons.

(2) Allegation No. 1-(a). [Bylaws 10.01.1, 10.1, 10.1-(b), 10.1-(c), 10.1-(g) and 13.2.1 (2015-16 NCAA Division I Manual) and 15.01.5 (2016-17 and 2017-18 NCAA Division I Manuals)] [Asserted Against Arizona and Former Assistant Men's Basketball Coach No. 1].

⁸ In the Analysis section, the language in the "Introduction of Allegation No. _" sections reflects the language in the amended notice of allegations.

⁹ Former assistant men's basketball coach No. 1 did not submit a response to the amended notice of allegations; nor did he participate in the hearing.

Beginning in March 2016, former assistant men's basketball coach No. 1 violated the principles of ethical conduct, engaged in pre-enrollment academic misconduct and provided a recruiting inducement when he knowingly arranged for and/or paid \$40,000 to obtain fraudulent academic credit and/or a false academic transcript for then men's basketball prospective student-athlete [men's basketball prospective student-athlete No. 1]. Specifically, former assistant men's basketball coach No. 1 arranged for and/or paid \$40,000 to obtain a fraudulent academic credit and/or transcript from high school No. 3 in American Literature and Spanish I, which basketball prospective student-athlete No. 1 needed to meet NCAA initial eligibility standards. Men's basketball prospective student-athlete No. 1 never attended high school No. 3 nor did he enroll in or complete the courses. The fraudulent academic transcript was provided to the institution and subsequently to the NCAA Eligibility Center, which used the courses to certify basketball prospective student-athlete No. 1's initial eligibility.

Arizona agreed with the underlying facts and also agreed that the facts in allegation No. 1-(a) constitute a violation.

Former head men's basketball coach disagreed with the underlying facts and that the facts in allegation No. 1-(a) constitute a violation. He disagreed that allegation No. 1-(a) supports the head coach responsibility allegation (allegation No. 6). Further, he maintained that he had rebutted the presumption of responsibility by demonstrating that he promoted an atmosphere of compliance and adequately monitored his staff.

(a) NCAA Legislation Relating to Ethical Conduct, Offers and Inducements and Eligibility of Student-Athletes for Institutional Financial Aid.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Former Assistant Men's Basketball Coach No. 1 Arranged for a Fraudulent Academic Transcript to be Prepared for Basketball Prospective Student-Athlete No. 1.

None of the responding parties to this infractions case disputed that, if true, the conduct alleged to have been committed by former assistant men's basketball coach No. 1 was a serious violation of NCAA legislation, including the principles of ethical conduct. The hearing panel concludes that, although former assistant men's

basketball coach No. 1 did not appear at the hearing, despite being given an opportunity to do so, the totality of the information presented supports the conclusion that he did, indeed, arrange for a false academic transcript to be prepared for basketball prospective student-athlete No. 1.

Former assistant men's basketball coach No. 1 was the lead recruiter for basketball prospective student-athlete No. 1, a top recruit in the 2016 high school class. It was well known among Arizona's compliance and coaching staff, however, that basketball prospective student No. 1's academic record was insufficient to meet initial-eligibility requirements. During the FBI investigation of college basketball, as described above, former assistant men's basketball coach No. 1 was recorded admitting that he paid an unknown person \$40,000 to create a fraudulent transcript for basketball prospective student-athlete No. 1 that would ensure that he met initial-eligibility requirements.

Significantly, in that recorded conversation, former assistant men's basketball coach No. 1 acknowledged that because the high school that basketball prospective student-athlete No. 1 purportedly attended had closed, the NCAA would be unable to verify the truthfulness of the false transcript. He also acknowledged that the person to whom he paid the money had access to the school seal so that the transcript presumably would appear legitimate.

Just as former assistant men's basketball coach No. 1 had anticipated, Arizona received a transcript, apparently from high school No. 3, that cured basketball prospective student-athlete No. 1's initial-eligibility issue by changing a course from "Basic Eng." to "American Lit." Arizona's compliance office accepted as legitimate a copy of the transcript marked "Official." As former assistant men's basketball coach No. 1 predicted in the wiretapped meeting with the FBI, Arizona was unable to verify the truthfulness of the transcript because high school No. 3 had closed.

Further confirming the actions of former assistant men's basketball coach No. 1, a loan was made to his wife in the amount of \$40,000, the exact amount that former assistant men's basketball coach No. 1 stated he paid to obtain the false transcript.

The hearing panel finds that the totality of the information credibly and persuasively establishes that former assistant men's basketball

coach No. 1 engaged in unethical conduct by making a payment to secure a fraudulent transcript for basketball prospective student-athlete No. 1. In addition to the record before the hearing panel, the hearing panel took into account that former assistant men's basketball coach No. 1 was informed of all stages of the infractions process, had the opportunity to respond to the allegation, but instead chose not to offer a contrary explanation of his actions.

The arrangement of a fraudulent transcript constituted the provision of a recruiting inducement, which resulted in basketball prospective student-athlete No. 1 being ineligible for competition over a two-year period. The hearing panel concludes that pursuant to Bylaws 19.1.1-(d) and -(h), this violation is Level I because it involves unethical and dishonest conduct. It was intentional and demonstrated a reckless indifference to the NCAA constitution and bylaws.

(3) Allegation No. 1-(b). [Bylaws 14.1.2.1-(a) and 14.1.2.1-(b) (2017-18 Manual)] [Asserted Against Arizona and Former Assistant Men's Basketball Coach No. 2].

Between August and September 2017, former assistant men's basketball coach No. 2 engaged in pre-enrollment academic misconduct when he arranged for a false or inaccurate academic record for then men's basketball prospective student-athlete [basketball prospective student-athlete No. 5]. Specifically, former assistant men's basketball coach No. 2 arranged for basketball prospective student-athlete No. 5 to receive a fraudulent academic transcript for a five credit hour high school No. 5, online geometry course, which basketball prospective student-athlete No. 5 needed to meet NCAA initial eligibility standards. Basketball prospective student-athlete No. 5 never enrolled at high school No. 5 or completed the geometry course. The fraudulent academic transcript was provided to high school No. 6 through former assistant men's basketball coach No. 2's coordination, where basketball prospective student-athlete No. 5 was then enrolled. While basketball prospective student-athlete No. 5 did not enroll at the institution, the fraudulent credit was added to his high school No. 6 transcript, which was provided to the Eligibility Center.¹⁰

Arizona agreed with the underlying facts and that the facts in allegation No. 1-(b) constitute a violation.

¹⁰ The Eligibility Center identified the fraudulent academic credit and/or false transcript prior to completing basketball prospective student-athlete No. 5's initial-eligibility certification.

Former head men’s basketball coach disagreed with the underlying facts and that the facts in allegation No. 1-(b) constitute a violation. He disagreed that allegation No. 1-(b) supports the head coach responsibility allegation (allegation No. 6). Further, he contended that he had rebutted the presumption of head coach responsibility.

Former assistant men’s basketball coach No. 2 disagreed that the underlying facts constitute a violation. However, if a violation is found, he disputes whether it is a Level I violation.

(a) NCAA Legislation Relating to Academic Eligibility.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Former Assistant Men’s Basketball Coach No. 2 was not Involved in Arranging for a Fraudulent Transcript to be submitted to Arizona on Behalf of Basketball Prospective Student-Athlete No. 5.

Basketball prospective student-athlete No. 5 did not take an online geometry course from high school No. 5. However, a transcript with a grade of “A” in that course was submitted to Arizona. The resolution of allegation No. 1-(b) depends upon the hearing panel’s determination of who was involved in arranging for the transcript with high school No. 5’s seal to be created and submitted on behalf of basketball prospective student-athlete No. 5. The Complex Case Unit alleged it was former assistant men’s basketball coach No. 2. Former assistant men’s basketball coach No. 2 insisted that he made no such arrangement. The hearing panel finds that there is insufficient credible and persuasive information to establish that former assistant men’s basketball coach No. 2 was involved in arranging for the fraudulent transcript.

After basketball prospective student-athlete No. 5 expressed his intention to attend Arizona, the university’s compliance staff learned that his academic record would not meet initial-eligibility requirements. He had failed a geometry course during his high school junior year. But basketball prospective student-athlete No. 5’s eligibility concerns appeared resolved when Arizona received an official transcript showing that he had received a grade of “A” in geometry after completing an online course. The issue is who was

involved in arranging for that fraudulent transcript, which included the online geometry course that basketball prospective student-athlete No. 5 had never taken.

Former assistant men's basketball coach No. 2 spoke with mother of basketball prospective student-athlete No. 5, who told him that an assistant coach for AAU team No. 1, with whom her son had played, had information about the online course. Former assistant men's basketball coach No. 2 explained that she needed to send a copy of high school No. 5 transcript to the Eligibility Center and asked her to obtain a copy. Eventually, the mother did receive a copy of the transcript, not from former assistant men's basketball coach No. 2, but from assistant coach for AAU team No. 1 who previously had told her "we got the school, no problem, everything's good you know, don't worry about anything, we'll take care of it."

The Eligibility Center eventually received two fraudulent transcripts submitted on behalf of basketball prospective student-athlete No. 5. The latter transcript was submitted to establish his eligibility at another NCAA institution, where he eventually enrolled.

The following information, not necessarily in order of importance, has caused the hearing panel to conclude that there is a lack of credible and persuasive information that former assistant men's basketball coach No. 2 was involved in arranging for the fraudulent transcript to be submitted to Arizona.

First, former assistant men's basketball coach No. 2 told mother of basketball prospective student-athlete No. 5 that it was her responsibility to obtain the official transcript from high school No. 5 reflecting the geometry course. The hearing panel infers from this statement that former assistant men's basketball coach No. 2 was not involved in procuring that transcript; presumably if he was, he would have provided it to the mother himself.

Second, it is apparent from the record that mother of basketball prospective student-athlete No. 5 had a pre-existing relationship with assistant coach for AAU team No. 1; her son had played on his team. Assistant coach for AAU team No. 1 made it clear to her that he knew how to obtain the transcript. No information exists in the record that former assistant men's basketball coach No. 2 had any such relationship.

Third, a second, fraudulent transcript was submitted to another NCAA institution. There would be no reason for former assistant men's basketball coach No. 2, an Arizona coach, to provide that transcript to another NCAA institution. This further demonstrates to the hearing panel that it is highly unlikely that he was involved in obtaining the fraudulent transcript that went to Arizona.

The hearing panel considered other information offered by the Complex Case Unit: the multiple calls between assistant coach for AAU team No. 1 and former assistant men's basketball coach No. 2; the request by former assistant men's basketball coach No. 2 to mother of basketball prospective student-athlete No. 5 that they communicate with one another on WhatsApp; and his statement to the mother to the effect that her son's eligibility would be taken care of, referring to obtaining a passing grade in geometry. The hearing panel finds that this and other information presented by the Complex Case Unit does not meet the credible and persuasive threshold to support a finding that former assistant men's basketball coach No. 2 was involved in the arrangement for the fraudulent transcript. The hearing panel concludes, instead, that former assistant men's basketball coach No. 2's role was purely ministerial, i.e., working through an eligibility checklist, the same role he played with other basketball prospective student-athletes.

Accordingly, for these reasons, the hearing panel finds no violation based on the facts alleged in allegation No. 1-(b).

b. Allegation No. 2. [Bylaws 10.01.1, 10.1, 10.1-(d) and 11.1.3 (2016-17 and 2017-18 Manuals)] [Asserted Against Arizona and Former Assistant Men's Basketball Coach No. 1].

(1) Introduction of Allegation No. 2.

The Complex Case Unit alleged that during at least March through September 2017, former assistant men's basketball coach No. 1, then assistant men's basketball coach, violated the NCAA principles of ethical conduct when he knowingly solicited and accepted \$20,000 in cash bribes from representatives of a business management company for professional basketball players, in exchange for his agreement to facilitate University of Arizona men's basketball student-athletes' use of the business management company's services when they turned professional. Specifically, beginning in March 2017 and continuing through September 2017, former assistant men's basketball coach No. 1 engaged in multiple conversations and

meetings with the business management company representatives regarding his agreement to facilitate men's basketball student-athletes' use of the business management company's services. As a part of this agreement, former assistant men's basketball coach No. 1 accepted a \$5,000 cash bribe from the business management company representatives in New York City on or about June 20, 2017; accepted a \$15,000 cash bribe from the business management company representatives in New Jersey on or about July 20, 2017; and helped facilitate meetings on or about August 29, 2017, between then men's basketball student-athlete No. 1; business manager, a representative of the business management company and former runner for a sports agency; and cousin of basketball student-athlete No. 1, and on or about August 30, 2017, between business manager, cousin of basketball student-athlete No. 1 and financial advisor and FBI undercover agent No. 2, both representatives of the business management company.

Arizona agreed with the underlying facts and that the facts in allegation No. 2 constitute a violation.

Former head men's basketball coach agreed with the underlying facts and that the facts in allegation No. 2 constitute a violation. He disagreed that allegation No. 2 supports the head coach responsibility allegation (allegation No. 6). Further, he maintained that he had rebutted the presumption of responsibility by demonstrating that he promoted an atmosphere of compliance and adequately monitored his staff.

(2) NCAA Legislation Relating to Ethical Conduct and Conduct of Athletics Personnel.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(3) Former Assistant Men's Basketball Coach No. 1 Accepted Cash Bribes in Exchange for his Efforts to Promote the Use of Services by Business Management Company to Basketball Student-Athletes who Turn Professional Upon Graduation.

Former assistant men's basketball coach No. 1 pled guilty in the SDNY January 22, 2019, admitting to receiving bribes in exchange for agreeing to direct Arizona basketball student-athletes to retain business management company. These payments, according to the terms of the plea agreement, amounted to \$20,000.

The hearing panel concludes that credible and persuasive information supports the conclusion that former assistant men's basketball coach No. 1

knowingly solicited and accepted \$20,000 in cash bribes from representatives of business management company in exchange for his agreement to facilitate Arizona men's basketball student-athletes' use of business management company's services when they turned professional. This information includes the following:

First, former assistant men's basketball coach No. 1's guilty plea in the SDNY January 22, 2019, wherein he admitted to receiving \$20,000 in bribes in exchange for agreeing to direct Arizona men's basketball student-athletes, upon graduation, to retain business management company.

Second, the wiretapped meetings June 20, 2017, and July 20, 2017, during which former assistant men's basketball coach No. 1 accepted a total of \$20,000 in bribes in exchange for his promise to direct Arizona student-athletes to business management company when they turned professional.

Third, the wiretapped August 30, 2017, meeting during which former assistant men's basketball coach No. 1 confirmed that he would steer basketball student-athlete No. 1 to business management company, and that basketball student-athlete No. 1 would likely agree to that arrangement.

The hearing panel thus concludes that a violation occurred, and pursuant to Bylaws 19.1.1-(d) and -(h), that this violation is Level I because it involves unethical and dishonest conduct. It was both intentional and demonstrated a reckless indifference to the NCAA constitution and bylaws.

c. Allegation No. 3. [Bylaws 16.11.2.1 and 16.11.2.2-(a) (2016-17 Manual) and 12.11.1 and 16.8.1 (2017-18 Manual)] [Asserted Against Arizona and Former Assistant Men's Basketball Coach No. 2].

(1) Introduction of Allegation No. 3.

The Complex Case Unit alleged that June 29, 2017, former assistant men's basketball coach No. 2, then assistant men's basketball coach, provided an impermissible benefit in the form of a \$500 loan to then men's basketball student-athlete basketball student-athlete No. 3. Specifically, former assistant men's basketball coach No. 2 provided basketball student-athlete No. 3 \$500 in cash so basketball student-athlete No. 3 could purchase a plane ticket to New Orleans to visit his mentor. On July 11, 2017, basketball student-athlete No. 3 repaid the loan to former assistant men's basketball coach No. 2. As a result of the impermissible benefit, basketball student-athlete No. 3 received travel-related expenses and competed in four contests while ineligible.

Arizona agreed with the underlying facts and that the facts in allegation No. 3 constitute a violation. However, Arizona disputed that basketball student-athlete No. 3 competed while ineligible and contended that he had been reinstated by the NCAA when the violation was discovered.

Former assistant men's basketball coach No. 2 agreed with the underlying facts and that a violation occurred. However, he disagreed that allegation No. 3 should be classified as Level II.

(2) NCAA Legislation Relating to Impermissible Benefits, Ineligibility and Expenses Provided by the Institution for Practice and Competition.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(3) Former Assistant Men's Basketball Coach No. 2 Provided an Impermissible Benefit to Basketball Student-Athlete No. 3.

Former assistant men's basketball coach No. 2 provided an impermissible \$500 loan to basketball student-athlete No. 3. As a result of this conduct, basketball student-athlete No. 3 received an impermissible extra benefit.

Bylaw 16.11.2.1 restricts student-athletes from receiving an extra benefit. The bylaw defines the term "extra benefit" as any special arrangement by an institutional employee or a representative of athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation. Bylaw 16.11.2.2-(a) specifically prohibits an institutional employee from loaning money to a student-athlete. Pursuant to Bylaw 16.8.1, an institution may provide actual and necessary expenses only to eligible student-athletes when they are representing the institution in practice and competition. Institutions must also withhold ineligible student-athletes from competition pursuant to Bylaw 12.11.1.

The facts underlying allegation No. 3 are undisputed. Former assistant men's basketball coach No. 2 did not provide any report to Arizona's compliance staff at the time he made the loan. Instead, he reported the loan to compliance only after receiving the litigation hold notice in October 2017 requiring him to review his files for discussions about money with any men's basketball student-athlete. Arizona self-reported the conduct December 17, 2017, as a Level III violation. The hearing panel has no basis to differ from Arizona's recitation of facts in its self-report and relies on it to find that a violation occurred.

As detailed in Arizona’s self-report of this violation, basketball student-athlete No. 3 thought the reimbursement check for a separate expense would arrive in time for him to purchase an airline ticket. It did not. Former assistant men’s basketball coach No. 2 thought that he could “float” the money to basketball student-athlete No. 3 for a short period; basketball student-athlete No. 3 soon would receive a reimbursement check that exceeded the airfare and agreed to pay him back at that time. Former assistant men’s basketball coach No. 2 stated that he believed the loan was permissible because it was an advance of money already owed to basketball student-athlete No. 3.

Arizona acknowledged in its self-report that it had placed men’s basketball student-athlete No. 3 in a difficult position. Because of required on-campus activities and an upcoming foreign tour, the summer break was his only opportunity to visit his mentor. As a result of the impermissible extra benefit, basketball student-athlete No. 3 was ineligible for two foreign tour contests held August 13, 2017, and August 16, 2017. On October 31, 2017, former assistant men’s basketball coach No. 2 notified compliance about the impermissible loan.

Prior to the exhibition contests November 1, 2017, and November 5, 2017, Arizona submitted a request for student-athlete reinstatement for basketball student-athlete No. 3. Arizona withheld basketball student-athlete No. 3 from one regular-season contest, which complied with the student-athlete reinstatement decision. The NCAA student-athlete reinstatement staff provided guidance to Arizona that basketball student-athlete No. 3 was partially reinstated and could compete in the two pre-season exhibition contests while the student-athlete reinstatement request submission was being processed.¹¹ Arizona justifiably relied on the information from the student-athlete reinstatement staff. Accordingly, the hearing panel finds that basketball student-athlete No. 3 did not participate in the November 2017 exhibition contests while ineligible but did participate in the two August 2017 foreign tour contests while ineligible.

¹¹ The hearing panel requested additional information from the student-athlete reinstatement staff regarding what had been told to Arizona concerning basketball student-athlete No. 3’s participation in the exhibition contests. On November 22, 2022, the director for academic and membership affairs, who oversees student-athlete reinstatement, submitted a memorandum which provided the general policy regarding withholding conditions specifically related to the provision of partial reinstatement to student-athletes for the exhibition, non-championship, or other contests that may not be used to fulfill a reinstatement condition. Further, while he could not address the specific information provided to Arizona, he indicated it was “likely” that this policy was used to allow the participation in exhibition contests. This statement is in accord with statements made by senior associate director of athletics for compliance regarding the information he received from the student-athlete reinstatement staff about basketball student-athlete No. 3’s participation in the exhibition contests.

Arizona self-reported this as a Level III violation. As part of that report, Arizona identified the following institutional actions; it: (1) provided rules education to all student-athletes and staff members regarding impermissible extra benefits; (2) reprimanded former assistant men's basketball coach No. 2 with a letter of admonishment and a five-day suspension from all coaching duties without pay, which included two regular-season contests; and (3) withheld basketball student-athlete No. 3 from one regular season contest and required that he film an educational video about impermissible extra benefits. Basketball student-athlete No. 3 proactively repaid former assistant men's basketball coach No. 2 within a week of receiving the reimbursement check.

The hearing panel remains troubled that former assistant men's basketball coach No. 2 claims not to have understood that the loan would result in a violation, especially given his many years as an NCAA men's basketball coach. However, based on the facts in this case, the hearing panel finds that Arizona took the appropriate corrective actions.

The hearing panel concludes that pursuant to Bylaw 19.1.3-(b), this violation is Level III because former assistant men's basketball coach No. 2's loan was an extra benefit that provided no more than a minimal advantage.

d. Allegation No. 4.

(1) Introduction of Allegation No. 4.

The Complex Case Unit alleged that in July 2017 and January 2019, former assistant men's basketball coach No. 2, then assistant men's basketball coach, violated the NCAA principles of ethical conduct and cooperation when he instructed a then men's basketball student-athlete to delete a text message thread related to an NCAA violation and knowingly provided false or misleading information to the institution and NCAA enforcement staff regarding his knowledge of or involvement in NCAA violations.

(2) Allegation No. 4-(a). [Bylaws 10.01.1, 10.1, 10.1-(c) and 19.2.3 (2016-17 Manual) [Asserted Against Arizona and Former Assistant Men's Basketball Coach No. 2].

During a July 10, 2017, text message exchange, former assistant men's basketball coach No. 2 instructed then men's basketball student-athlete [basketball student-athlete No. 3] to delete the text message thread

evidencing the \$500 cash loan outlined in allegation No. 3 in order to conceal the violation.

Arizona agreed with the underlying facts and that the facts in allegation No. 4-(a) constitute a violation.

Former assistant men’s basketball coach No. 2 agreed that the underlying violation occurred (the provision of the loan), but he disagreed that he committed an unethical conduct violation.

Former head men’s basketball coach agreed with the underlying facts and that the facts in allegation No. 4-(a) constitute a violation. However, he disagreed that allegation No. 4-(a) supports the head coach responsibility allegation (allegation No. 6). Further, he maintained that he had rebutted the presumption of responsibility by demonstrating that he promoted an atmosphere of compliance and adequately monitored his staff.

(a) NCAA Legislation Relating to Ethical Conduct and Responsibility to Cooperate.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Former Assistant Men’s Basketball Coach No. 2’s Instruction to Basketball Student-Athlete No. 3 Violated General Principles of Honesty and Sportsmanship and Constituted Unethical Conduct and a Failure to Cooperate.

Instructing student-athletes to delete text messages, or for that matter, any communication with an institutional staff member, is never appropriate.

Bylaw 10.01.1, in pertinent part, requires that individuals employed by (or associated with) a member institution administer, conduct or coach intercollegiate athletics and act with honesty and sportsmanship at all times, so that intercollegiate athletics as a whole, their institutions and they, as individuals, represent the honor and dignity of fair play, and the generally recognized high standards associated with wholesome competitive sports. Bylaw 10.1 defines unethical conduct and includes a non-exhaustive list of behaviors expressly identified as unethical. Specifically, Bylaw 10.1-(c) identifies as unethical conduct an individual’s knowing involvement

in providing a prospective or an enrolled student-athlete an improper inducement or extra benefit.

It is impermissible for a coach to instruct student-athletes to delete text messages, or any communication, from institutional staff members that relate to the provision of benefits or gifts, regardless of whether the coach intended to conceal a violation. The instruction from former assistant men's basketball coach No. 2 to basketball student-athlete No. 3 to delete the text message thread violated the principles of honesty and sportsmanship. That former assistant men's basketball coach No. 2 claims to have been unaware that the loan violated NCAA legislation is irrelevant to this finding because Bylaw 10.01.1 does not require actual knowledge of impermissible conduct in order for a violation to occur.

By providing the impermissible loan and instructing basketball student-athlete No. 3 to delete the text thread relating to it, former assistant men's basketball coach No. 2 acted unethically in violation of Bylaw 10.1 and Bylaw 10.1-(c). By his instruction, he attempted to hide the impermissible loan and possible violation.

The hearing panel finds that former assistant men's basketball coach No. 2's instruction to basketball student-athlete No. 3 to delete the text message violated the general principles of honesty and sportsmanship under Bylaw 10.01.1 and constituted unethical conduct in violation of Bylaw 10.1. Further, former assistant basketball coach No. 2's concealment of the possible violation constituted a violation of Bylaw 19.2.3.

The hearing panel concludes that pursuant to Bylaw 19.1.2-(a), this violation is Level II because it does not rise to the level of a Level I violation but is more serious than a Level III violation.

(3) Allegation No. 4-(b). [Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2018-19 NCAA Division I Manual)] [Asserted Against Arizona and Former Assistant Men's Basketball Coach No. 2].

During his January 15, 2019, interview, former assistant men's basketball coach No. 2, then an institutional employee, knowingly provided false or misleading information to the institution and NCAA enforcement staff when he denied knowledge of or involvement in arranging for a false or inaccurate academic record for then men's basketball prospective student-athlete [basketball prospective student-athlete No. 5] as outlined in

Allegation No. 1-(b). The factual information in this case supports former assistant men’s basketball coach No. 2’s involvement in the scheme to provide a fraudulent transcript that included a high school course that basketball prospective student-athlete No. 5 did not enroll in or complete.¹²

Arizona agreed with the underlying facts and that the facts in allegation No. 4-(b) constitute a violation.

Former assistant men’s basketball coach No. 2 disagreed with the underlying facts and that the facts in allegation No. 4-(b) constitute a violation.

Former head men’s basketball coach disagreed with the underlying facts and that the facts in allegation No. 4-(b) constitute a violation. He disagreed that allegation No. 4-(b) supports the head coach responsibility allegation (allegation No. 6). Further, he maintained that he had rebutted the presumption of responsibility by demonstrating that he promoted an atmosphere of compliance and adequately monitored his staff.

(a) NCAA Legislation Relating to Ethical Conduct and Responsibility to Cooperate.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Determinations Related to Former Assistant Men’s Basketball Coach No. 2.

According to the Complex Case Unit, former assistant men’s basketball coach No. 2’s account diverged from mother of basketball prospective student-athlete No. 5’s account in her July 2018 interview. The Complex Case Unit contended that his denial of any knowledge, suspicion, or responsibility for the fraudulent transcript for basketball prospective student-athlete No. 5 is not credible for the reasons discussed above in allegation No. 1-(b).

Former assistant men’s basketball coach No. 2 incorporated his response to allegation No. 1-(b) and contended that he had no knowledge of, nor did he participate in, the academic fraud related to basketball prospective student-athlete No. 5. Additionally, he

¹² Former assistant men’s basketball coach No. 2 also provided false or misleading information during an August 25, 2019, interview, after Arizona terminated his employment. This allegation is included as allegation No. 1 in the post-separation notice of allegations.

contended that he was not involved in any misconduct or dishonest behavior, fully cooperated with investigators, admitted his improprieties, and provided documentation in response to requests.

For the reasons set forth above in its conclusion in allegation No. 1-(b), the hearing panel finds that there is a lack of credible and persuasive information in the case record to establish that former assistant men's basketball coach No. 2 was the individual responsible for arranging basketball prospective student-athlete No. 5's first fraudulent transcript. Therefore, there is no basis to find that former assistant men's basketball coach No. 2 provided false information when he stated in his interview that he was not involved in arranging for or providing the fraudulent transcript.

Accordingly, for these reasons, the hearing panel finds no violation based on the facts alleged in allegation No. 4-(b).

e. Allegation No. 5. [Bylaws 13.1.2.1 and 13.1.2.7-(a) (2015-16 and 2016-17 Manuals)] [Asserted Against Arizona].

(1) Introduction of Allegation No. 5.

The Complex Case Unit alleged that on at least one occasion former assistant men's basketball coach No. 2, then men's basketball assistant coach, directed a men's basketball student-athlete to assist in the recruitment of a then men's basketball prospective student-athlete in violation of NCAA legislation regarding permissible recruiters. Specifically, on July 29, 2016, former assistant men's basketball coach No. 2 sent a text message to then men's basketball student-athlete [basketball student-athlete No. 1] instructing him to help recruit two then men's basketball prospective student-athletes, basketball prospective student-athlete No. 3, and basketball prospective student-athlete No. 4 while attending a [recruiting event]. Subsequently, on August 1, 2016, basketball student-athlete No. 1 reported back to former assistant men's basketball coach No. 2 his conversation with basketball prospective student-athlete No. 4 regarding basketball prospective student-athlete No. 4's interest in the institution.

Arizona agreed with the underlying facts and that the facts in allegation No. 5 constitute a violation.

Former head men's basketball coach agreed that allegation No. 5 occurred and is supported by the factual record. He adopted Arizona's response to

allegation No. 5 as his own. He disagreed that allegation No. 5 is supportive of the head coach responsibility allegation set forth in allegation No. 6 and, regardless, contended that he has more than adequately rebutted any presumption of head coach responsibility.

(2) NCAA Legislation Relating to Permissible Recruiters, Student-Athletes and Other Enrolled Students.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(3) Former Assistant Men’s Basketball Coach No. 2 Instructed Basketball Student-Athlete No. 1 to Make Impermissible Recruiting Contacts.

Former assistant men’s basketball coach No. 2’s text message to basketball student-athlete No. 1, requesting his help in recruiting basketball prospective student-athlete Nos. 3 and 4 at an upcoming basketball camp, directly violated Bylaws 13.1.2.1 and 13.1.2.7-(a).

Bylaw 13.1.2.1 permits only authorized institutional staff members to make in-person, on- or off-campus recruiting contacts with a prospective student-athlete or with the prospective student-athlete’s family members. Bylaw 13.1.2.7 outlines when it is permissible for enrolled student-athletes to contact prospective student-athletes, and subsection -(a) permits off-campus in-person contact between an enrolled student-athlete (or an enrolled student) and a prospective student-athlete, provided such contact does not occur at the direction of an institutional staff member.

The hearing panel concludes that pursuant to Bylaw 19.1.3-(b), this impermissible recruiting violation is Level III because it provided only a minimal recruiting advantage.

f. Allegation No. 6.

(1) Introduction of Allegation No. 6.

The Complex Case Unit alleged that from March 2016 through September 2017, former head men’s basketball coach, head men’s basketball coach, is presumed responsible for the violations detailed in Allegation Nos. 1, 2, 3, 4-(a) and 5 and did not rebut the presumption of responsibility. Former head men’s basketball coach did not demonstrate that he promoted an atmosphere for compliance and monitored his staff within the men’s basketball program.

(2) Allegation No. 6-(a). [Bylaw 11.1.1.1 (2015-16 through 2017-18 Manuals)] [Asserted Against Former Head Men’s Basketball Coach].

Former head men’s basketball coach failed to demonstrate he promoted compliance by not establishing that compliance was a shared responsibility within the men’s basketball program, not setting clear expectations that his coaching staff comply with NCAA legislation and not requiring the immediate reporting of actual and potential violations to the compliance staff for an independent inquiry. Specifically, as outlined in allegation Nos. 1, 2, 3, 4-(a) and 5, two of former head men’s basketball coach’s three assistant coaches committed intentional violations involving fraudulent academic transcripts, receipt of cash bribes, facilitating a meeting with an aspiring agent, impermissible inducements and recruiting violations all within an 18-month period. The ultimate responsibility for the integrity of the men’s basketball program rested with former head men’s basketball coach and his staff’s actions reflect on former head men’s basketball coach as the head coach.

Arizona disagreed with the underlying facts and that the facts in allegation No. 6-(a) constitute a violation.

Former head men’s basketball coach disagreed with the underlying facts and that the facts as alleged in allegation No. 6-(a) constitute a violation.

(a) NCAA Legislation Relating to Responsibility of Head Coach.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Former Head Coach Promoted an Atmosphere of Compliance.

Bylaw 11.1.1.1 establishes that an institution’s head coach is presumed responsible for the actions of all institutional staff members who report, directly or indirectly, to him or her. To fulfill these responsibilities, an institution’s head coach must promote an atmosphere of compliance within the program and monitor the activities of all institutional staff members who are involved with the program who report, directly or indirectly, to him or her. When a head coach fails to do so, he or she will be unable to rebut the presumption of head coach responsibility pursuant to this bylaw.

Bylaw 11.1.1.1 does not impose a strict liability standard. A head coach may successfully rebut this presumption.

The hearing panel concludes that no violation of the head coach responsibility occurred. Former head men's basketball coach has demonstrated that he promoted an atmosphere of compliance in the men's basketball program and has therefore rebutted the presumption. In arriving at this conclusion, the hearing panel considered the following actions of former head men's basketball coach in promoting an atmosphere of compliance:

- From the outset of his employment at Arizona, former head men's basketball coach explained to his coaching staff and all staff members that he expected them to unconditionally follow and comply with every NCAA rule.
- Former head men's basketball coach held countless meetings with his coaches and other staff in which he emphasized the importance of compliance and underscored that the ultimate responsibility for the integrity of the basketball program rested with him.
- He required each member of his staff to regularly complete acknowledgements of compliance.
- He fostered a strong relationship with the compliance office. Former associate director of athletics for compliance No. 2 recalled that former head men's basketball coach had an almost daily presence in the compliance office.
- He insisted that his staff take an "ask before action" approach to compliance, which required that each staff member first consult with the compliance office before making any compliance-related decisions.
- He created a "Book of Truth," a journal in which he documented many compliance-related events and actions.
- He provided continued compliance education to his coaching staff. Some of the topics discussed included prior infractions cases, top-of-mind subjects on the recruiting calendar, or potential issues regarding specific prospective student-athletes.

- He emphasized the importance of compliance during his staff philosophy meetings, held at the beginning of each year, monthly compliance meetings with his coaching staff, as well as weekly “huddle” meetings with his players.
- He implemented monthly compliance meetings in 2015.
- He required that a member of the compliance staff travel with the basketball team on every road trip.
- When faced with compliance questions, he immediately brought them to the attention of the compliance office.
- He established regular head coach responsibility meetings during which new NCAA legislation and new infractions decisions were discussed.
- He repeatedly instructed staff, including those who reported directly or indirectly to him, to contact the compliance department immediately if they knew of any actual or potential rules violations.
- He routinely reminded his players that they were not to take any extra benefits such as tattoos, cell phones, clothes, or food in exchange for anything, or for free.
- At the end of each daily practice, he reviewed a different compliance-related topic with his team in order to reinforce the importance of compliance.
- He instituted a program of spot checks to uncover any potential or existing compliance problems.
- He created a summary of the topics that were discussed at the staff meetings. All coaches and staff were required to attend and to print their names and their initials to confirm their attendance.
- He required his assistant coaches to document their activity immediately after they returned from recruiting trips.

Accordingly, for these reasons, the hearing panel finds that former head men's basketball coach has rebutted the presumption of head coach responsibility by demonstrating that he promoted an atmosphere of compliance within his program. Therefore, no violation occurred based on the facts alleged in allegation No. 6-(a).

(3) Allegation No. 6-(b). [Bylaw 11.1.1.1 (2015-16 through 2017-18 Manuals)] [Asserted Against Former Head Men's Basketball Coach].

Former head men's basketball coach failed to demonstrate that he monitored former assistant men's basketball coach No. 2 and former assistant men's basketball coach No. 1, then assistant men's basketball coaches, regarding their involvement in arranging for fraudulent academic credit and/or transcripts as outlined in Allegation No. 1. Specifically, while former head men's basketball coach knew both prospects had significant academic deficiencies to overcome in order to be academically eligible, former head men's basketball failed to ask his staff pointed questions and did not actively look for red flags regarding the circumstances and timing of the prospective student-athletes' academic eligibility.

Arizona disagreed with the underlying facts and that the facts in allegation No. 6-(b) constitute a violation.

Former head men's basketball coach disagreed with the underlying facts and that the facts as alleged in allegation No. 6-(b) constitute a violation.

(a) NCAA Legislation Relating to Responsibility of Head Coach.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Former Head Men's Basketball Coach Did Not Fail to Monitor His Program.

The hearing panel finds that former head men's basketball coach has rebutted the presumption that he failed to monitor two of his assistant coaches regarding their involvement in arranging for fraudulent academic credit and/or fraudulent transcripts for two prospective student-athletes. Specifically, the hearing panel finds that former head men's basketball coach has demonstrated the following:

- As set forth above in Section IV.a.(3), the hearing panel has determined that there is insufficient credible and persuasive information to find that former assistant men's basketball coach No. 2 was involved in arranging for basketball prospective student-athlete No. 5's fraudulent transcript. Therefore, no violation of the head coach's responsibility can be found on the basis of allegation No. 1-(b).
- Former head men's basketball coach was aware that basketball prospective student-athlete No. 1 was a poor student. However, he and his staff had recruited prospective student-athletes with similar backgrounds. Thus, basketball prospective student-athlete No. 1's academic deficiency did not in and of itself raise red flags.
- Former head men's basketball coach recognized that basketball prospective student-athlete No. 1's transcripts were red flags. When he became aware of the discrepancy in basketball prospective student-athlete No. 1's transcripts, he did not ignore it, but dealt with it by raising the issue with Arizona's compliance department.
- Former head men's basketball coach asked former associate director of athletics for compliance No. 1 what role he would like him to play with regard to the transcript discrepancy. Former associate director of athletics for compliance No. 1 advised that the compliance department would work directly with the Eligibility Center.
- He subsequently personally participated in multiple meetings with Arizona's compliance staff, its athletics department, and the Eligibility Center, where basketball prospective student-athlete No. 1's recruitment and eligibility were specifically discussed.
- Former head men's basketball coach was aware that the Eligibility Center had interviewed basketball prospective student-athlete No. 1, his mother, and his cousin prior to declaring him eligible to compete.
- The Eligibility Center ultimately declared that basketball prospective student-athlete No. 1 was eligible.

- By their very covert nature, the illegal activities undertaken by former assistant men's basketball coach No. 1 could not reasonably have been discovered by former head men's basketball coach. In fact, the illegal activities were not uncovered until the FBI wiretapped former assistant men's basketball coach No. 1 and he admitted his criminal activity.
- Former head men's basketball coach monitored former assistant men's basketball coach No. 1 by requiring him to document every trip, every gym, every home that he visited, and every basketball prospective student-athlete that he was involved with.

With regard to basketball prospective student-athlete No. 5, the hearing panel did not find that former assistant men's basketball coach No. 2 was involved in the arrangement of the creation or provision of the fraudulent transcript. However, even though there was no underlying violation, former head men's basketball coach took actions that demonstrate that he fulfilled his responsibility to monitor.

- Former head men's basketball coach engaged in ongoing discussions with former assistant men's basketball coach No. 2 about basketball prospective student-athlete No. 5 and his academic eligibility issues. He initially had been led to believe that basketball prospective student-athlete No. 5 was a solid student. Only later did former head men's basketball coach learn that he was struggling academically.
- When he learned about basketball prospective student-athlete No. 5's eligibility issues, he brought the matter to the institution's compliance office.
- To ensure that basketball prospective student-athlete No. 5 understood that he needed to perform academically in his senior year in high school in order to be eligible to compete, former head men's basketball coach traveled with three assistant coaches for a visit to basketball prospective student-athlete No. 5's home, where they met with both of his parents to discuss their son's academic performance.
- Former head men's basketball coach was only alerted to the existence of basketball prospective student-athlete No. 5's

fraudulent transcript in 2019, after basketball prospective student-athlete No. 5 had de-committed from Arizona. He had no prior knowledge of the fraudulent transcript.

- When former head men’s basketball coach learned about basketball prospective student-athlete No. 5’s fraudulent transcript, he supported the institution’s decision to immediately terminate former assistant men’s basketball coach No. 2, which left former head men’s basketball coach short-staffed for the remainder of the 2018-19 basketball season.

Accordingly, the hearing panel finds that the totality of these actions demonstrates that former head men’s basketball coach did monitor former assistant men’s basketball coach Nos. 1 and 2 regarding the academic eligibility of basketball prospective student-athlete Nos. 1 and 5. Therefore, no violation occurred based on the facts alleged in allegation No. 6-(b).

(4) Allegation No. 6-(c). [Bylaw 11.1.1.1 (2015-16 through 2017-18 Manuals)] [Asserted Against Former Head Men’s Basketball Coach].

Former head men’s basketball coach failed to demonstrate that he monitored former assistant men’s basketball coach No. 1 and the men’s basketball program regarding their relationship with business manager, a representative of the business management company and former runner for the sports agency. Specifically, former head men’s basketball coach knew that then men’s basketball student-athlete [basketball student-athlete No. 1] utilized business manager to advise basketball student-athlete No. 1 about whether to declare for the 2017 NBA draft. However, former head men’s basketball coach did not ask pointed questions of basketball student-athlete No. 1 or his coaching staff regarding the origin and nature of the relationship between basketball student athlete No. 1 and business manager. Further, after basketball student-athlete No. 1 returned to the institution, former head men’s basketball coach knew that basketball student-athlete No. 1 and cousin of basketball student-athlete No. 1 maintained a relationship with business manager. However, former head men’s basketball coach failed to conduct any additional inquiry regarding the nature of basketball student-athlete No. 1’s relationship with business manager or former assistant men’s basketball coach No. 1’s knowledge of and involvement in the relationship between basketball student-athlete No. 1 and business manager. As noted in Allegation No. 2, former assistant men’s basketball coach No. 1 accepted bribe money, in part, for helping to facilitate a meeting between basketball

student-athlete No. 1, cousin of basketball student-athlete No. 1 and business manager.

Arizona disagreed with the underlying facts and that the facts in allegation No. 6-(c) constitute a violation.

Former head men's basketball coach disagreed with the underlying facts and that the facts as alleged in allegation No. 6-(c) constitute a violation.

(a) NCAA Legislation Relating to Responsibility of Head Coach.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Former Head Men's Basketball Coach Demonstrated that He Monitored Former Assistant Men's Basketball Coach Nos. 1 and 2.

The former head men's basketball coach has rebutted the presumption in allegation No. 6-(c) by demonstrating the following:

- He had prior dealings with business manager, as an Individual Associated with a Prospective Student-Athlete, in relation to another prospective student-athlete and had no concerns arising from that interaction.
- Nothing on its face was unusual or improper about a collegiate basketball coach having a relationship with an individual, such as business manager, who had grassroots ties within the basketball world.
- Former head men's basketball coach viewed business manager as one of hundreds of similar law-abiding grassroots basketball people who had relevant information about prospective student-athletes.
- By the very nature of former assistant men's basketball coach No. 1's covert and illegal activities, former head men's basketball coach could have had no way of knowing that business manager and former assistant men's basketball coach No. 1 were engaged in illegal activities.

- No amount of questioning or monitoring of former assistant men's basketball coach No. 1 or the business manager would have elicited that information.
- Indeed, it took the FBI months of dedicated investigation using court-authorized wiretaps and covertly recorded meetings with undercover agents to bring the scheme to light.
- Former head men's basketball coach was aware that business manager had advised basketball student-athlete No. 1 about declaring for the NBA draft. Former head men's basketball coach educated basketball student-athlete No. 1 on what was and was not permissible.
- Former head men's basketball coach was aware that business manager had encouraged basketball student-athlete No. 1 to return to Arizona to better prepare himself for the next year's NBA draft.
- It was not until business manager injected himself into the recruitment of another basketball prospective student-athlete, asking for \$150,000 to direct him to Arizona, that former head men's basketball coach understood that he had reason to be suspicious of and distance himself from the business manager.

The hearing panel notes that although former head men's basketball coach has maintained that the solicitation of \$150,000 from business manager caused him to immediately end their relationship, he did not document the phone call about the attempted bribe in his "Book of Truth," nor did he report the incident to the institution's compliance office until after former assistant men's basketball coach No 1's arrest, which occurred approximately one week after the attempted solicitation. Former head men's basketball coach was on the road recruiting during that week.

The hearing panel finds that former head men's basketball coach should have reported this solicitation to the institution's compliance office as soon as it transpired, rather than setting it aside while he dealt with recruiting priorities. However, the specific allegation in allegation No. 6-(c) refers to a failure to demonstrate that he monitored former assistant men's basketball coach No. 1 and the

men's basketball program regarding their relationship with business manager. It does not refer to the one-week delay in reporting the solicitation. Moreover, this incident did not involve former assistant men's basketball coach No. 1.

The hearing panel concludes that former head men's basketball coach has rebutted the presumption of head coach responsibility. Accordingly, for these reasons, the hearing panel finds no violation based on the facts alleged in allegation No. 6-(c).

g. Allegation No. 7.

(1) Introduction of Allegation No. 7.

The Complex Case Unit alleged that from October 2018 through September 2019, assistant swimming and diving coach facilitated contact between a representative of the institution's athletics interests (booster) and the mother of diving prospective student-athletes Nos. 1 and 2; facilitated contact between local diving club families and the mother of diving prospective student-athletes Nos. 1 and 2, which resulted in the provision of approximately \$1,207 in preferential treatment benefits; and engaged in over 240 impermissible tryouts of diving prospective student-athletes Nos. 1 and 2.

(2) Allegation No. 7-(a). [Bylaw 13.1.2.1 (2018-19 Manual)] [Asserted Against Arizona and Assistant Swimming and Diving Coach].

On or about October 31, 2018, assistant swimming and diving coach shared the mother of diving prospective student-athletes Nos. 1 and 2's contact information with a booster, who was also the parent of a prospect-aged diver who subsequently joined assistant swimming and diving coach's diving club.¹³ The booster subsequently contacted the mother of diving prospective student-athletes Nos. 1 and 2 in violation of NCAA legislation regarding communication between boosters and prospective student-athletes and their families.

Arizona disagreed with the underlying facts and that the facts in allegation No. 7-(a) constitute a violation.

¹³ On October 21, 2018, assistant swimming and diving coach held a meeting with members of the families identified in allegation No. 7-(a) and -(b) regarding his intention to start a local diving club. Assistant swimming and diving coach officially started practices for his local diving club November 19, 2018.

Head swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 7-(a) constitute a violation.

Assistant swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 7-(a) constitute a violation.

(a) NCAA Legislation Relating to Permissible Recruiters.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) The Mother of Family No. 2 is Not a Representative of Athletics Interests.

The Complex Case Unit contended that mother of family No. 2, not just father of family No. 2, is a representative of athletics interests. In support, the Complex Case Unit argued that the institution has presented no information reflecting any separation of the couple's finances or suggested that they did not attend Arizona football games together. The Complex Case Unit further contended that the fact that father of family No. 2 attended a prospective club meeting where assistant swimming and diving coach first discussed diving prospective student-athlete Nos. 1 and 2, and facilitated contact between the mother of family No. 2 and assistant swimming and diving coach, demonstrates that the husband and wife must be considered as a unit, i.e., as a "representative of athletics interests family." Finally, the Complex Case Unit contended that the email mother of family No. 2 sent to mother of diving prospective student-athlete Nos. 1 and 2 was a recruiting communication, even though it did not reference recruiting, because diving prospective student-athlete No. 1 was Arizona's number one recruit.

Arizona contended that the email in question was not recruiting related, that mother of family No. 2 only offered herself as a resource to mother of diving prospective student-athlete Nos. 1 and 2 with respect to information about school districts, desirable housing areas, and the like to assist the family in their move to Tucson. Furthermore, Arizona argued, mother of family No. 2 is not a representative of athletics interests. As such, even if the email could be considered related to recruiting, it would not violate any NCAA rule.

Representatives of athletics interests are prohibited from recruiting prospective student-athletes, with certain limited exceptions not applicable here. As a threshold issue, the hearing panel considered whether mother of family No. 2 is a representative of athletics interests, concluding that she is not.

There is no credible or persuasive information in the record to conclude that mother of family No. 2 is a representative of athletics interests. Her husband's status as a representative of athletics interests cannot be imputed to mother of family No. 2. She is an independent person who did not trigger the status of a representative of athletics interests for Arizona. Long gone are the days that a wife's status can only be assessed based on her relationship to her husband.

Nor is there any credible or persuasive information that father of family No. 2 directed mother of family No. 2 to contact mother of diving prospective student-athlete Nos. 1 and 2. Mere speculation that father of family No. 2 must have done so because he attended the prospective club meeting and facilitated her contact with assistant swimming and diving coach is just that – speculation. Speculation is not credible or persuasive information. In fact, it is no information at all.

Because mother of family No. 2 was not a representative of athletics interests, providing the information to mother of family No. 1 is not prohibited by NCAA legislation, which prohibits representatives of athletics interests from contacting prospective student-athletes.¹⁴

Accordingly, for these reasons, the hearing panel finds no violation based on the facts alleged in allegation No. 7-(a).

(3) Allegation No. 7-(b). [Bylaw 12.1.2.1.6 (2018-19 Manual)] [Asserted Against Arizona and Assistant Swimming and Diving Coach].

On or about November 5, 2018, assistant swimming and diving coach shared the contact information for the mother of diving prospective student-athletes Nos. 1 and 2 with the parent of a second prospect-aged diver (family No. 3) who subsequently joined assistant and diving coach's club No. 3.

¹⁴ All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's family members shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section. (Bylaw 13.1.2.1)

After family No. 3 communicated with the mother of diving prospective student-athletes Nos. 1 and 2, diving prospective student-athlete No. 1 stayed with family No. 3 from November 11 through 21, 2018, at no cost. Additionally, between December 2018 and April 2019, both diving prospective student-athletes Nos. 1 and 2 received free occasional transportation from family No. 3.¹⁵ Family No. 3's provision of free lodging and transportation resulted in violations of NCAA preferential treatment legislation.

Arizona disagreed with the underlying facts and that the facts in allegation No. 7-(b) constitute a violation.

Head swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 7-(b) constitute a violation.

Assistant swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 7-(b) constitute a violation.

(a) NCAA Legislation Relating to Preferential Treatment.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Diving Prospective Student-Athlete Nos. 1 and 2 were Not Eligible to Train with or Participate in Club No. 3, and the Provision of Benefits to Them was Therefore Impermissible.

The Complex Case Unit contended that assistant swimming and diving coach facilitated the housing arrangement by discussing diving prospective student-athlete Nos. 1 and 2 with mother of family No. 3 at the prospective club meeting, and then providing their mother's contact information to her. Because diving prospective student-athlete No. 1 was Arizona's number one recruit, there is a sufficient factual basis to find that assistant swimming and diving coach impermissibly arranged family No. 3's provision of housing, transportation and food.

Arizona, head swimming and diving coach, and assistant swimming and diving coach contended that Bylaw 12.1.2.1.4.3 expressly allows for the permissible provision of free lodging, transportation

¹⁵ Diving prospective student-athlete Nos. 1 and 2 also lived with family No. 3 during this time period but paid \$500 per month in room and board.

and occasional meals to individuals participating on a club team, so long as they are not provided by an agent or representative of athletics interests. Further, they argued that allegation No. 7-(b) does not allege any agent or representative of athletics interests' involvement in the provision of the lodging, transportation and occasional meals to diving prospective student-athlete Nos. 1 and 2.

Family No. 3 was not a representative of athletics interests, nor were they agents. Representatives of athletics interests and agents are not permitted to provide benefits to prospective student-athletes.

During the period diving prospective student-athlete No. 1 received housing, transportation and food from family No. 3, she was preparing for the upcoming Team USA Olympic tryouts. The benefits she received were actual and necessary, limited to housing, transportation to training, and some meals.

However, while such benefits could be provided by an outside sponsor, in this case, the training in which diving prospective student-athlete No. 1 participated as a part of assistant swimming and diving coach's club No. 3 was impermissible. She and diving prospective student-athlete No. 2 were not eligible to train with or participate in club competitions because they were not permanent residents (see Section IV.g.(5) and (6) below). Accordingly, they could not receive any benefits from an outside sponsor. Bylaw 12.1.2.1.4.3 specifically ties an outside sponsor's permissible provision of "actual and necessary expenses" to "competition and practice held in preparation for such competition." Because diving prospective student-athlete Nos. 1 and 2 were not eligible to train with or participate in club No. 3, the provision of benefits constituted a violation. Further, a red flag was raised for assistant swimming and diving coach when he was told by mother of family No. 3 that diving prospective student-athlete Nos. 1 and 2 were residing with her. This should have led to, at a minimum, additional questions by assistant swimming and diving coach regarding the prospective student-athletes' living situation and residency status, which would have likely led to the discovery of these impermissible benefits.¹⁶

¹⁶ Assistant swimming and diving coach stated at the hearing that he thought that mother of diving prospective student-athlete Nos. 1 and 2 had moved permanently to Vail by December 2018. However, information in the record contradicts that assertion. On December 25, 2018, assistant swimming and diving coach exchanged text messages with her asking her when she would move. She replied in January. Additionally, he had a brief conversation with the

If assistant swimming and diving coach had “arranged” with family No. 3 for the provisions of these benefits, a violation of Bylaws 13.2.1 and 13.2.1.1-(h) might have been established. Bylaws 13.2.1 and 13.2.1.1-(h) prohibit an institution’s staff member from being involved, directly or indirectly, in making arrangements for any benefits to a prospective student-athlete other than those expressly permitted by those bylaws. Specifically, the bylaws prohibit any arrangement by an institution’s staff member for a prospective student-athlete’s free or reduced-cost housing.

But that is not what happened here. Assistant swimming and diving coach only shared family No. 3’s contact information with mother of diving prospective student-athlete Nos. 1 and 2, and thanked mother of family No. 3 for helping with their move. These limited communications cannot be considered “an arrangement.” The Merriam-Webster dictionary defines “arranged” as “to bring about an agreement or an understanding” or “to make preparations.”¹⁷ Sharing contact information and thanking a family cannot be said to equate to bringing about an agreement or to making preparations.

Assistant swimming and diving coach’s communications with family No. 3 were much more circumscribed than those found in other infractions cases to amount to an “arrangement.” This case is distinguishable from prior Committee on Infractions’ decisions that found a violation of Bylaws 13.2.1 and 13.2.1.1-(h) where there was credible and persuasive information that a coach had been actively involved in finding housing for a non-resident prospective student-athlete training with a club by, for example, asking student-athletes if they had room to house the prospective student-athlete, and then providing the prospective student-athlete or the student-athlete with contact information,¹⁸ or the coach instructed student-athletes to house the prospective student-athlete and the student-athletes did not previously know the prospective student-athlete.¹⁹

The hearing panel concludes that pursuant to Bylaw 19.1.3-(b), the provision of benefits to diving prospective student-athletes Nos. 1

parent of family No. 3 during which she informed him that the sisters were staying with her. These conversations should have, at a minimum, put him on inquiry notice of the status of their move.

¹⁷ “Arrange” from Merriam-Webster, <https://www.merriam-webster.com/dictionary/arrange>.

¹⁸ Boise State University NCAA Division I Committee on Infractions Report (September 13, 2011).

¹⁹ Monmouth University NCAA Division I Committee on Infractions Decision (October 18, 2017).

and 2 is a Level III violation because the benefits provided to them provided no more than a minimal advantage.

(4) Allegation No. 7-(c). [Bylaw 12.1.2.1.6 (2018-19 Manual)] [Asserted Against Arizona and Assistant Swimming and Diving Coach].

At some point in the fall of 2018, the booster's family connected the mother of diving prospective student-athletes Nos. 1 and 2 with a third family (Family No. 4) of a prospect-aged member of assistant swimming and diving coach's diving club No. 3. From November 26 through 30, 2018, diving prospective student-athlete No. 1 lived with Family No. 4 at no cost. Additionally, Family No. 4 provided diving prospective student-athlete No. 1 with free transportation and occasional meals. Family No. 4's provision of free lodging, transportation and meals resulted in violations of NCAA preferential treatment legislation.

Arizona disagreed with the underlying facts and that the facts in allegation No. 7-(c) constitute a violation.

Head swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 7-(c) constitute a violation.

Assistant swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 7-(c) constitute a violation.

(a) NCAA Legislation Relating to Preferential Treatment.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Provision of Impossible Benefits by Family No. 4.

As explained above, mother of family No. 2 was not a representative of athletics interests. It was she who connected the two families. Nor was anyone in family No. 4 a representative of athletics interests. However, as described above, it was impermissible for diving prospective student-athlete No. 1 to train with and participate in assistant swimming and diving coach's club No. 3. Accordingly, the provision of benefits for such participation was impermissible and violated NCAA legislation.

The hearing panel concludes that pursuant to Bylaw 19.1.3-(b), the provision of benefits to diving prospective student-athlete No. 1 is a

Level III violation because they provided no more than a minimal advantage.

(5) Allegation No. 7-(d). [Bylaws 13.11.1 and 13.11.2.4 (2018-19 Manual)] [Asserted Against Arizona and Assistant Swimming and Diving Coach].

Between December 2018 and September 2019, diving prospective student-athlete No. 1 trained with assistant swimming and diving coach as a part of his diving club on at least 195 occasions. Because diving prospective student-athlete No. 1 was not a legal resident living within a 50-mile radius of the sports club and did not meet any of the exceptions to the legislation, her participation resulted in assistant swimming and diving coach conducting impermissible tryouts.

Arizona disagreed with the underlying facts and that the facts in allegation No. 7-(d) constitute a violation.

Head swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 7-(d) constitute a violation.

Assistant swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 7-(d) constitute a violation.

(a) NCAA Legislation Relating to Tryouts and Local Sports Clubs.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Diving Prospective Student-Athlete No. 1 was not a Permanent Resident of Arizona; the Tryouts with Club No. 3 Were Thus Impermissible.

Local sports clubs that are coached by NCAA member institution staff members present numerous compliance trip wires for the unwary.

Bylaw 13.1.1 prohibits an institution from conducting any physical activity where a prospective student-athlete displays his or her athletics ability. Bylaw 13.11.2.4 provides a limited exception to that rule, allowing an institution's coach to be involved in the same sport at a local club as the sport he or she coaches at the NCAA member institution, but only if all prospective student-athletes

participating in the club are legal residents of the area, i.e., living within a 50-mile radius of the institution on a permanent basis. Any non-resident prospective student-athlete who participates in a local sports club coached by an institution's coach would be engaged in impermissible tryouts.

That is what occurred here. Diving prospective student-athlete No. 1 was not a permanent resident of the area. Bylaw 13.11.2.4.2 sets the standard for a prospective student-athlete's permanent residency. It provides that if a prospective student-athlete relocates on a temporary basis to participate on a club team while maintaining a permanent residence outside of the 50-mile radius, she or he is not a legal resident of the area, "regardless of whether the prospective student-athlete meets the legal standard of state or local residency for governmental purposes." Thus, the argument proffered by Arizona, head swimming and diving coach, and assistant swimming and diving coach must be rejected. Whether or not the state of Arizona or Arizona would have considered diving prospective student-athlete No. 1 a legal resident for other purposes is entirely irrelevant to this inquiry.

Academic and membership affairs twice considered the question of whether diving prospective student-athlete No. 1 was a permanent Arizona resident at the time she trained with club No. 3. On July 10, 2020, the institution and the enforcement staff requested an academic and membership affairs interpretation, accurately submitting facts that focused on the status of the mother of diving prospective student-athlete No. 1, specifically, that she did not permanently move to Tucson until April 2019, even though she had intended to move with her daughters at an earlier time. The July 28, 2020, academic and membership affairs interpretation found, based on the submitted facts, that diving prospective student-athlete No. 1 had not moved permanently to the Tucson area. Arizona appealed the academic and membership affairs determination to the NCAA Division I Interpretations Committee. On September 23, 2020, the Interpretations Committee upheld the academic and membership affairs determination.

On August 18, 2022, the hearing panel submitted to academic and membership affairs its own request for interpretation based on its review of Bylaw 13.11.2.4.2. The hearing panel examined the plain language of that bylaw, which states that "a prospective student-athlete who relocates" is the determinative issue in assessing

permanent or temporary residency status. The bylaw language makes no mention of nor does it consider the residency of the prospective student-athlete's family or parent. The hearing panel sought clarification from academic and membership affairs as to whether it is the prospective student-athlete's or the parent/family's residency status that is relevant to the application of this bylaw.

Academic and membership affairs issued its response August 29, 2022, stating that “[i]t is the prospective student-athlete's status, not the status of the prospective student-athlete's family that is determinative to the application” of the bylaw. However, academic and membership affairs continued, “[w]hen applying the legislation to a prospective student-athlete who is a minor, the permanent residence of the prospective student-athlete's parent(s)/legal guardian(s) is considered when assessing whether the prospective student-athlete satisfies the legislation.”

Diving prospective student-athlete No. 1 was a minor when she relocated to Arizona in 2018 to train with club No. 3. Her mother did not relocate to Arizona from Texas until April 2019. From December 2018 through April 2019,²⁰ she trained with assistant swimming and diving coach in numerous sessions at club No. 3. The training during this four-month period constituted impermissible tryouts.

Diving prospective-student athlete No. 1 was caught in an unfortunate situation not of her own making. Family No. 1's clear intent was to permanently relocate to the Tucson area. Her parents' contentious divorce and subsequent custody dispute prevented the family from making that move until April 2019. However, NCAA legislation and the interpretations of that legislation compel this result.

The hearing panel concludes that pursuant to Bylaw 19.2.3-(a), this violation is Level II because it does not rise to the level of a Level I violation but is more serious than a Level III violation. The violation occurred in large part because of miscommunications between mother of family No. 1 and assistant swimming and diving coach, who stated at the hearing that he believed that she had relocated to

²⁰ The Complex Case Unit alleged that the impermissible tryouts extended until September 19, 2019, the last date diving prospective student-athlete No. 1 trained at club No. 3. However, as of April 2019, her mother had permanently relocated to the Tucson area. Accordingly, after that relocation, her participation in club No. 3 was permissible because she was a legal resident pursuant to Bylaw 13.11.2.4.2 and academic and membership affairs determination.

the Tucson area, although, as described above, there is information in the record that should have, at a minimum, put him on inquiry notice of their residency status. The impermissible tryouts also spanned a limited time period, i.e., four months, until the mother of family No. 1 relocated to Tucson.

(6) Allegation No. 7-(e). [Bylaws 13.11.1 and 13.11.2.4 (2018-19 Manual)] [Asserted Against Arizona and Assistant Swimming and Diving Coach].

Between January and February 28, 2019, diving prospective student-athlete No. 2 trained with assistant swimming and diving coach as a part of his diving club No. 3 on at least 45 occasions. Additionally, between March and June 2019, diving prospective student-athlete No. 2, who was injured, participated in dryland exercises with the diving club No. 3 on an undetermined number of occasions. Because diving prospective student-athlete No. 2 was not a legal resident living within a 50-mile radius of the sports club and did not meet any of the exceptions to the legislation, her participation resulted in assistant swimming and diving coach conducting impermissible tryouts.

Arizona disagreed with the underlying facts and that the facts in allegation No. 7-(e) constitute a violation.

Head swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 7-(e) constitute a violation.

Assistant swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 7-(e) constitute a violation.

(a) NCAA Legislation Relating to Tryouts and Local Sports Clubs.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(b) Diving Prospective Student-Athlete No. 2 Was Not a Permanent Resident of Arizona; the Tryouts with Club No. 3 Thus Were Impermissible.

The analysis provided above with respect to allegation No. 7-(d) applies here. Because family No. 1 relocated to Tucson on or about April 12, 2019, the hearing panel finds that any training after that time was permissible. Any training before that time was not.

For the reasons explained above in Section IV.g.(5), the hearing panel concludes that pursuant to Bylaw 19.2.3-(a), this violation is Level II because it does not rise to the level of a Level I violation but is more serious than a Level III violation.

h. Allegation No. 8. [Bylaw 11.1.1.1 (2018-19 Manual)] [Asserted Against Head Swimming and Diving Coach].

(1) Introduction of Allegation No. 8.

The Complex Case Unit alleged that from November 2018 through September 2019, head swimming and diving coach is presumed responsible for the violations detailed in Allegation No. 7 and did not rebut the presumption of responsibility. Specifically, head swimming and diving coach did not demonstrate that he promoted an atmosphere for compliance and monitored the women's swimming and diving program. Head swimming and diving coach knew diving prospective student-athlete No. 1 was in the locale of the institution training with the local diving club No. 3 operated by assistant swimming and diving coach. However, head swimming and diving coach failed to notify compliance of the prospect's presence, seek guidance from compliance regarding assistant swimming and diving coach's training of diving prospective student-athlete No. 1 and ensure that assistant swimming and diving coach completed the institution's documentation regarding his involvement in a local sports club.

Arizona disagreed with the underlying facts and that the facts in allegation No. 8 constitute a violation.

Head swimming and diving coach disagreed with the underlying facts and that the facts in allegation No. 8 constitute a violation.

(2) NCAA Legislation Relating to Responsibility of Head Coach.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(3) Head Swimming and Diving Coach Promoted an Atmosphere of Compliance and Monitored His Staff in the Women's Swimming and Diving Program.

The hearing panel concludes that no violation occurred. Head swimming and diving coach has rebutted the presumption of head coach responsibility

and demonstrated that he promoted an atmosphere of compliance and monitored his staff in the women's swimming and diving program.

In coming to this conclusion, the hearing panel notes that head swimming and diving coach did not become aware until September 2019 that diving prospective student-athlete No. 1 had not permanently moved to Tucson. As soon as he learned this information, head swimming and diving coach immediately brought the issue to the institution's compliance department's attention for resolution.

Throughout 2019, director of compliance regularly visited the practice facility where diving prospective student-athlete Nos. 1 and 2 were training, but entirely missed the fact that they were involved in club No. 3's practices. As discussed in Section III.b.(4) above, assistant swimming and diving coach had failed to submit the form that would have enabled the compliance department to track whether any prospective student-athletes were training with club No. 3.

Assistant swimming and diving coach was directly involved in the impermissible tryout violations discussed in Sections IV.g.(5) and (6) above. The hearing panel has determined that head swimming and diving coach took immediate action as soon as he learned of the issue in September 2019. Before that time, he had every reason to believe that assistant swimming and diving coach was working with the compliance office to ensure his compliance with all NCAA rules. Assistant swimming and diving coach had assured head swimming and diving coach that he would do so in his pre-employment interviews. There were no red flags to alert head swimming and diving coach of anything to the contrary.

The hearing panel concludes, based on this information, that head swimming and diving coach did not violate Bylaw 11.1.1.1, and has rebutted the presumption of head coach responsibility.

Accordingly, for these reasons, the hearing panel finds no violation based on the facts alleged in allegation No. 8.

i. Allegation No. 9. [NCAA Constitution 2.1.1, 2.8.1 and 6.01.1 (2015-16 through 2018-19 Manuals and 2019- 20 NCAA Division I Manual)] [Asserted Against Arizona].

(1) Introduction of Allegation No. 9.

The Complex Case Unit alleged between March 2016 and September 2019, the scope and nature of the violations set forth in Allegation Nos. 1, 2, 3, 4-(a), 5 and 7 demonstrate that the institution failed to exercise institutional control and monitor the conduct and administration of its men’s basketball and women’s swimming and diving programs. Specifically:

- (a) The institution failed to establish a culture of compliance in the men’s basketball program. As outlined in Allegation Nos. 1, 2, 3, 4-(a) and 5, two of the three assistant men’s basketball coaches committed intentional violations involving fraudulent academic credit and/or false transcripts, cash bribes, impermissible inducements and benefits and recruiting contacts in an 18-month period. Further, during this same time, an assistant coach directed a student-athlete to delete information related to a violation. These actions demonstrate that the institution failed to effectively establish a compliance program where the men’s basketball coaching staff understood that compliance with NCAA legislation is an obligation shared by all athletics staff members and they had an obligation to report all actual or potential violations.
- (b) The institution failed to heighten its monitoring and/or take reasonable steps to prevent noncompliant conduct despite red flags in both men’s basketball and swimming and diving programs. Multiple members of the institution’s athletics administration and men’s basketball coaching staff knew that the men’s basketball prospective student-athletes identified in Allegation No. 1 had significant academic issues and/or there were unusual circumstances surrounding the content and timing of the identified transcripts. Additionally, assistant swimming and diving coach had no previous NCAA coaching experience and notified compliance on two separate occasions of his plan to associate with a local sports club that included prospective student-athletes. However, the institution failed to heighten its monitoring of these individuals and circumstances in order to prevent violations. Further, the institution failed to take reasonable steps to prevent the same noncompliant conduct as its most recent infractions case, which it was processing at the time the violations outlined in Allegation No. 7 occurred,

when it failed to proactively follow up with assistant swimming and diving coach to obtain completed compliance paperwork regarding his affiliation with a local diving club.

- (c) The institution failed to provide effective oversight and/or support of its compliance program. During the time period of Allegation Nos. 1, 2, 3, 4-(a) and 5, the compliance staff experienced significant turnover, personality conflicts and a lack of resources that limited its ability to identify and monitor compliance risks. Further, in regard to Allegation No. 7, the institution failed to effectively monitor local sports clubs utilizing campus facilities, despite the fact its most recent infractions case involved this issue. See University of Arizona Public Infractions Decision (January 30, 2019). As a result, the institution failed to implement controls to mitigate these identified risks and none of the violations outlined in Allegation Nos. 1, 2, 3, and 5 were identified by the institution's compliance systems. The institution failed to identify and mitigate several risks in a timely manner that could have prevented or mitigated the violations outlined in Allegation No. 7.

Arizona disagreed with the underlying facts and that the facts in allegation No. 9 constitute a violation.

(2) NCAA Legislation Relating to Institutional Control and Failure to Monitor.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(3) Arizona Failed to Monitor its Men's Basketball and Women's Swimming and Diving Programs.

The hearing panel concludes that the facts underlying allegation No. 9-(a), -(b), and -(c) do not support a finding of a lack of institutional control, the most serious violation applicable to institutions. However, the hearing panel finds credible information to support a failure to monitor violation, which it finds is a Level II violation. The dysfunction of the compliance department is a consistent thread that runs through the various violations in the two sports programs.

It is true that even the most well-oiled compliance department likely could not have uncovered covert criminal activity like that of former assistant basketball coach No. 1, which was not revealed until the FBI wiretapped him making admissions about his conduct. But the information presented in

this infractions case leads the hearing panel to conclude that, at a very minimum, the compliance department's weaknesses contributed to the violations found here. During the relevant time period, the compliance department was underfunded, understaffed, and subject to continual turnover. Director of athletics well understood this. In his October 1, 2017, email memorializing his meeting with senior associate director of athletics for compliance, he wrote, in pertinent part:

“External Investigators

- There are going to be significant deficiencies and areas of negligence regarding education and monitoring so a report that does not have some discretion and sensitivity could be crippling to the institution and the athletic [sic] department.

NCAA-Oriented Investigators

- Need to understand the instability of Compliance programs and processes due to constant turnover.”

The compliance department's “instability” resulted in significant breakdowns in the monitoring of the two sports programs and in the education of coaches about NCAA rules. In the course of two and a half short years, three different individuals led Arizona's compliance department.

When former associate director of athletics for compliance No. 2 began working at Arizona in August 2016, she found significant deficiencies in the compliance department. Indeed, she described the state of the compliance office as “basically a disaster.” She did not overlap even for a day with former associate director of athletics for compliance No. 1. Although he left just a few days before she began, they failed to meet; thus, no hand-off of issues, weaknesses, or concerns took place. This failure meant that former associate director of athletics for compliance No. 2 was ill-prepared to address ongoing issues in the athletics department.

The first football game of the season was just 10 days away when former associate director of athletics for compliance No. 2 started working at Arizona. She immediately discovered that 40 student-athletes had not received their clearances from the Eligibility Center. 18,000 official visits by prospective student-athletes had not been checked in the compliance software system to ensure that no violations had occurred. When asked to compare Arizona's compliance department with others, she stated, “we had less experience and less bodies performing the work.” Even though former associate director of athletics for compliance No. 2 was an experienced

compliance professional, she “didn’t really want to rock the boat” (her words) because her husband was an Arizona coach.

Significantly, the individual responsible for monitoring basketball, including basketball recruiting, left Arizona in February 2017. But no one was hired to replace him at that time. Former associate director of athletics for compliance No. 2 planned to leave Arizona shortly for personal reasons, so she did not want to hire any new staff, believing that should be a new compliance director’s prerogative. Director of athletics agreed with that approach. The delay in replacing a compliance staff member responsible for monitoring basketball occurred during the period that a number of the violations in men’s basketball took place. That compliance position remained unfilled for about nine months, until the newly hired senior associate director of athletics for compliance filled it.

During former associate director of athletics for compliance No. 2’s one-year tenure at Arizona, the compliance department was woefully understaffed. She was not often present to direct the compliance staff’s operations, spending most of her time travelling with the basketball team. After the compliance staff member responsible for monitoring basketball quit in February 2017, there were nominally three other compliance staff members in addition to former associate director of athletics for compliance No. 2. However, only one of those staff members was truly experienced in compliance activities, specifically, in the interpretation and application of NCAA legislation. One staff member was a secretary, while the other focused on financial aid.

Former associate director of athletics for compliance No. 2 noted in her interview significant shortcomings in compliance education. New coaches started working at the institution with no orientation, so for example, the compliance office was unaware of whether they had a history of NCAA violations. She relied on former head men’s basketball coach to educate and control his program. There appeared to be no formal compliance educational program; instead, former associate director of athletics for compliance No. 2 relied on “impromptu education moments.”

After former associate director of athletics for compliance No. 2 resigned, she continued to provide compliance advice to former assistant men’s basketball coach No. 2, for which she received no compensation. No authority at Arizona was aware of this arrangement. Former associate director of athletics for compliance No. 2 said that she worked on the side for free because she “didn’t want to take their money because they always talk about how low-funded” Arizona was. She provided “off the books”

advice to former assistant men's basketball coach No. 2 with respect to his recruitment of basketball prospective student-athlete No. 5. Such advice in and of itself was problematic. Because former associate director of athletics for compliance No. 2 reported to no one at Arizona during this time period, any issues with basketball prospective student-athlete No. 5's transcripts could not be monitored carefully or tracked by Arizona. Having a non-employee advise a coach made it more likely that any issues with the transcripts would be missed.

It is against this backdrop that the specific allegations contained in allegation No. 9 must be evaluated.

(a) Arizona Failed to Adequately Monitor the Men's Basketball Program.

No amount of monitoring by the compliance department could have uncovered former assistant men's basketball coach No. 1's surreptitious criminal activity. For obvious reasons, he did not disclose to compliance that he had arranged and paid for fraudulent transcripts, or had taken a bribe to direct basketball student-athlete No. 1 to business management company. Whatever weaknesses existed in the compliance department, those cannot be blamed for his criminal behavior, which form part of the basis of allegation No. 1-(a).

The circumstances surrounding the loan by former assistant men's basketball coach No. 2 to basketball student-athlete No. 3, particularly his instruction to basketball student-athlete No. 3 to delete the text thread about the loan, leads the hearing panel to conclude that he likely understood that NCAA legislation prohibits institutional staff members from providing loans to student-athletes. His explanation that he asked basketball student-athlete No. 3 to delete the text thread because he did not want other student-athletes to think they could borrow from him is not credible; nothing kept basketball student-athlete No. 3 from telling his friends about the loan even if he deleted the text thread. Former assistant men's basketball coach No. 2 sought to cover up conduct regarding allegation No. 4-(a) that he knew would get him in trouble.

However, the compliance department's failure to conduct systematic education about NCAA rules and regulations likely contributed to this violation. Former assistant men's basketball coach No. 2 could not have plausibly denied an understanding of the

prohibition against making any loan, even a short-term loan, to a student-athlete, had compliance conducted, and documented, education about impermissible benefits. Moreover, senior associate director of athletics for compliance's conscious decision not to report, as part of its submission as a Level III violation, the deletion of the text thread about the loan demonstrates, at a very minimum, a troubling attitude about Arizona's approach to cooperation with the NCAA.

(b) Arizona Saw but Ignored Multiple Red Flags with Respect to Basketball Prospective Student-Athlete No. 1's Transcript.

The compliance staff understood that there were multiple and suspicious inconsistencies with respect to basketball prospective student-athlete No. 1's transcripts. The first transcript was faxed to the basketball office, absent a seal, which, according to former assistant athletics director of compliance No. 2, was in and of itself out of the ordinary. According to him, typically the compliance department would download transcripts from the Eligibility Center or receive transcripts from the admissions office or directly from a high school. The first transcript noted that basketball prospective student-athlete No. 1 had taken Basic English. It meant that basketball prospective student-athlete No. 1 fell short of the 16 core courses and the requisite number of English courses required to be certified as a qualifier.

Just seven days later, the second transcript arrived, and "American Lit" appeared in place of "Basic English." Former assistant athletics director of compliance No. 2 explained that the second transcript "automatically triggered" him because it was not a "normal switch." This was allegedly a ninth-grade transcript, but he knew that American Literature was an 11th-grade course. He stated in his interview the transcript was "suspicious on its face."

On June 22, 2016, Arizona's compliance office received yet a third transcript from high school No. 3, dated August 27, 2012, this time with an official seal and a signature. This third transcript included enough credits to certify basketball prospective student-athlete No. 1's academic eligibility. Arizona's compliance staff relied on this transcript as the official transcript for basketball prospective student-athlete No. 1.

Notwithstanding all of these highly suspicious red flags, Arizona's registrar sent the third fraudulent transcript that contained a seal to the Eligibility Center. Based on this transcript, the Eligibility Center found basketball prospective student-athlete No. 1 to be eligible.

It was not until July 1, 2019, when the Archdiocese of New York, in response to an inquiry, emailed the enforcement staff that basketball prospective student-athlete No. 1 had never attended high school No. 3, that anyone discovered that the submitted transcript was fraudulent.

But the compliance staff easily could have made the call to the Archdiocese before submitting the fraudulent transcript to the Eligibility Center. It was that simple. Had anyone on the compliance staff done so, they would have discovered that the transcript was fraudulent and could not be used to certify basketball prospective student-athlete No. 1's initial eligibility. It might have even led them to question former assistant men's basketball coach No. 1, who was responsible for basketball prospective student-athlete No. 1's recruitment and had paid \$40,000 for the fraudulent transcript.

Ironically, former assistant athletics director of compliance No. 2 asked former assistant men's basketball coach No. 1 to call the Archdiocese about the transcripts. Of course, since he was the one who paid \$40,000 to obtain them, and knew they were fraudulent, that call was never made.

(c) Compliance Failures Directly Led to the Violations in Women's Diving.

Arizona hired assistant swimming and diving coach during the infractions investigation involving former assistant swimming and diving coach's coaching of a non-resident prospective student-athlete at a diving club. This in and of itself should have led the compliance department to a heightened awareness of potential issues when an institutional coach also coaches at a local sports club. But apparently it did not.

Assistant swimming and diving coach arrived at Arizona with zero experience coaching at an NCAA institution. His compliance training at Arizona consisted of nothing more than signing a "Commitment to Compliance." He received no education in the thorny issues that might arise from coaching a local diving club that

he informed former assistant athletics director of compliance No. 1 he planned to form. Assistant swimming and diving coach also informed former assistant athletics director of compliance No. 1 that a diving prospective student-athlete might follow him from Austin. Again, he received no education regarding the issues that might arise with respect to residency requirements, which might, and did, lead to impermissible tryouts, despite the fact that the prior infractions violation arose from an astonishingly similar scenario.

Former assistant athletics director of compliance No. 1 completely missed the fact that assistant swimming and diving coach planned to start a new diving club, which he disclosed would include prospective student-athletes. Instead, former assistant athletics director of compliance No. 1 made the erroneous assumption that assistant swimming and diving coach would be coaching at the authorized club No. 4. But that was a swimming, not a diving, club. Assistant swimming and diving coach filled out not one, but two Commitment to Compliance forms, one August 16, 2018, and the second September 5, 2018, disclosing that he was forming a diving club that would include prospective student-athletes.

If former assistant athletics director of compliance No. 1 had examined that form carefully or spent more time interviewing and educating assistant swimming and diving coach, he might have required him to fill out a Local Sports Club form right then, or at least have included the form with the paperwork he provided. That would have enabled compliance to track on a monthly basis any prospective student-athletes training with club No. 3, as assistant swimming and diving coach would have been required to submit a monthly roster. In turn, that would have enabled the compliance department to see that diving prospective student-athlete Nos. 1 and 2 were training with club No. 3, and to inquire about their residency status. None of that occurred, leading directly to the violations identified in Section IV.g.

Certainly, assistant swimming and diving coach bears some responsibility for this oversight. The Commitment to Compliance form stated “Please note that all staff members must complete the Local Sports Club paperwork.” But understanding that assistant swimming and diving coach had no experience in NCAA legislation, the burden was on the compliance staff to follow up with the appropriate paperwork. That simple step might have prevented

the cascade of issues that led to this infractions matter with respect to women's swimming and diving.

Moreover, director of compliance frequently visited the pool deck where club No. 3 trained. But it does not appear that she ever questioned assistant swimming and diving coach about club No. 3. As such, she did not understand that it was a separate entity from club No. 4, and that the form to track it had not been submitted.

The fact that the Commitment to Compliance form instructed assistant swimming and diving coach to ensure that he had filled out all forms properly does not absolve Arizona from its responsibility to onboard new coaches thoroughly and to carefully examine any coach's ties to a local sports club. This is particularly the case when an institution is onboarding and monitoring a new coach with no previous NCAA coaching experience.

Pursuant to Bylaw 19.1.2-(b), failure to monitor violations are presumed to be Level II unless the failure is substantial or egregious. The hearing panel concludes that Arizona's failure to monitor violation is Level II as these failures, while significant, were not substantial or egregious, because the underlying violations on which they are based are all Level II or Level III.

j. Post-Separation Allegation No. 1 for Unethical Conduct and Failure to Cooperate. [Bylaws 10.1-(c) (2018-19 Manual) and 10.1, 10.1-(a) 19.2.3, 19.2.3-(b), 19.2.3-(c), 19.2.3-(d) and 19.2.3-(e) (2018-19 through 2019-20 Manuals and 2020-21 and 2021-22 NCAA Division I Manuals)] [Asserted Against Former Assistant Men's Basketball Coach No. 1].

(1) Introduction of Post-Separation Allegation (Former Assistant Men's Basketball Coach No. 1).

The Complex Case Unit alleged that from June 2019, and continuing to the present, former assistant men's basketball coach No. 1, then assistant men's basketball coach, violated the NCAA principles of ethical conduct and failed to cooperate with the NCAA enforcement staff when he knowingly furnished false or misleading information to the institution and NCAA enforcement staff regarding his knowledge of or involvement in violations of NCAA legislation and refused to provide information relevant to an investigation of possible violations. Specifically:

(a) During his June 19, 2019, interview with the institution and NCAA enforcement staff, former assistant men’s basketball coach No. 1 knowingly furnished false or misleading information when he denied (1) arranging and/or paying \$40,000 for a fraudulent academic credit and/or a false academic transcript for then men’s basketball prospective student-athlete, basketball prospective student-athlete No. 1; (2) accepting bribes from business management company, a business management company for professional basketball players, in exchange for facilitating Arizona men’s basketball student-athletes’ [sic] to use business management company’s services when they turned professional; and (3) facilitating a meetings [sic] on or about August 29, 2017, between basketball student-athlete No. 1; business manager, a representative of the business management company and former runner for a sports agency; and cousin of basketball student-athlete No. 1, and on or about August 30, 2017, between business manager; cousin of basketball student-athlete No. 1; a representative of business management company and FBI undercover agent No. 2, both representatives of business management company. The factual record substantiates former assistant men’s basketball coach No. 1’s involvement in the aforementioned allegations.

(b) From June 12, 2019, and continuing to the present, former assistant men’s basketball coach No. 1 refused to make a full and complete disclosure of relevant information, including his financial and telephone records, both of which are relevant to the investigation and/or were used for institutional business purposes.

i. NCAA Legislation Relating to Unethical Conduct and Failure to Cooperate.

The applicable portions of the bylaws may be found in APPENDIX TWO.

ii. Credible and Persuasive Information Supports this Allegation.

The hearing record is replete with credible and persuasive information to support the first subsection of this allegation, specifically that former assistant men’s basketball coach No. 1 was not truthful when he denied in his interview that he had paid \$40,000 to obtain a fraudulent transcript for basketball prospective student-athlete No. 1, had not

received \$20,000 in bribes to steer him to business management company, and had not actually steered him to that company. That information includes the following:

- Former assistant men’s basketball coach No. 1’s wiretapped meeting attended by FBI agents at which he admitted paying \$40,000 to obtain basketball prospective student-athlete No. 1’s fraudulent transcripts.
- Former assistant men’s basketball coach No. 1’s wiretapped meetings attended by an FBI agent in which he received bribes in the aggregate amount of \$20,000 to steer basketball prospective student-athlete No. 1 to business management company.
- Former assistant men’s basketball coach No. 1’s meeting attended by an FBI agent and others, including cousin of basketball student-athlete No. 1, in which he steered basketball prospective student-athlete No. 1 to business management company.
- Former assistant men’s basketball coach No. 1’s January 22, 2019, guilty plea in the SDNY, during which he admitted to accepting a total of \$20,000 in bribes to steer basketball prospective student-athlete No. 1 to business management company.

Bylaw 19.2.3-(b) provides that current and former institutional staff members have an affirmative obligation to cooperate fully with the enforcement staff and the Complex Case Unit, including the obligation to “provide complete and truthful responses” in interviews. Former assistant men’s basketball coach No. 1 denied in his June 19, 2019, interview with Arizona and the enforcement staff that he ever accepted any bribe from business management company. Given the overwhelming amount of credible and persuasive information reviewed by the hearing panel showing that he did in fact accept the bribes, the hearing panel finds that former assistant men’s basketball coach No. 1 failed to provide truthful responses in that interview.

Former assistant men’s basketball coach No. 1 also failed to provide records in response to enforcement staff requests for his telephone and financial records. His obligation to cooperate includes the requirement of “making a full and complete disclosure of relevant information, including timely production of materials or information requested.” Bylaw 19.2.3-(c). Because former assistant men’s basketball coach No. 1 failed to provide the requested records, he violated this fundamental obligation.

He also acted unethically. Bylaws 10.1 and 10.1-(a) provide, in pertinent part, that “unethical conduct by . . . a current or former institutional staff member . . . may include . . . refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual’s institution.”

The hearing panel concludes that pursuant to Bylaw 19.1.1-(c), the violations are Level I because former assistant men’s basketball coach No. 1’s failure to cooperate in the investigation severely undermined and threatened the integrity of the NCAA Collegiate Model.

k. Post-Separation Allegation No. 1 for Unethical Conduct and Failure to Cooperate. [Bylaws 10.1, 10.1-(c) 19.2.3 and 19.2.3-(b) (2021-22 Manuals)] [Asserted Against Former Assistant Men’s Basketball Coach No. 2].

(1) Introduction of Post-Separation (Former Assistant Men’s Basketball Coach No. 2) Allegation No. 1.

The Complex Case Unit alleged that during his August 25, 2019, interview, former assistant men’s basketball coach No. 2, then assistant men’s basketball coach, violated the NCAA principles of ethical conduct and failed to cooperate with the NCAA enforcement staff when he knowingly furnished false or misleading information concerning his involvement in violations of NCAA legislation. Specifically, during his interview with the NCAA enforcement staff, former assistant men’s basketball coach No. 2 denied knowledge of or involvement in arranging for a false or inaccurate academic record for then men’s basketball prospective student-athlete [basketball prospective student-athlete No. 5] as outlined in Allegation No. 1-(b).²¹

²¹ Arizona, Case Number 00837, allegation No. 1-(b).

Former assistant men's basketball coach No. 2 disagreed with the underlying facts and that the facts in allegation No. 1 (post-separation - former assistant men's basketball coach No. 2) constitute a violation.

(2) NCAA Legislation Relating to Unethical Conduct and Failure to Cooperate.

The applicable portions of the bylaws may be found in APPENDIX TWO.

(3) No Credible and Persuasive Information Supports the Conclusion that Former Assistant Men's Basketball Coach No. 2 Provided False or Misleading Information.

As discussed above in Section IV.a.(3), the hearing panel finds that former assistant men's basketball coach No. 2 provided truthful information during his August 25, 2019, interview. Accordingly, for this reason, the hearing panel finds no violation based on the facts alleged in allegation No. 1 (post-separation - former assistant men's basketball coach No. 2).

V. VIOLATIONS

a. Level I Violations.

- (1) Allegation No. 1-(a). Unethical Conduct; Impermissible Offers and Inducements; Honesty and Sportsmanship; Eligibility of Student-Athletes for Institutional Financial Aid [Bylaws 10.01.1, 10.1, 10.1-(b), 10.1-(c), 10.1-(g) and 13.2.1 (2015-16 Manual) and 15.01.5 (2016-17 and 2017-18 Manuals)].

Beginning in March 2016, former assistant men's basketball coach No. 1 violated the principles of ethical conduct, engaged in pre-enrollment academic misconduct and provided a recruiting inducement when he knowingly arranged for and/or paid \$40,000 to obtain fraudulent academic credit and/or a false academic transcript for then men's basketball prospective student-athlete [basketball prospective student-athlete No. 1]. Specifically, former assistant men's basketball coach No. 1 arranged for and/or paid \$40,000 to obtain a fraudulent academic credit and/or transcript from high school No. 3 in American Literature and Spanish I, which basketball prospective student-athlete No. 1 needed to meet initial-eligibility standards. Basketball prospective student-athlete No. 1 never attended high school No. 3 nor did he enroll in or complete the courses. The fraudulent academic transcript was provided to the institution, and

subsequently to the Eligibility Center, which used the courses to certify basketball prospective student-athlete No. 1's initial eligibility. Pursuant to Bylaws 19.1.1-(d) and -(h), this violation is Level I because it involves unethical and dishonest conduct, and it was both intentional and demonstrated a reckless indifference to the NCAA constitution and bylaws.

- (2) Allegation No. 2. Unethical Conduct and Representing Individuals in Marketing Athletics Ability or Reputation. [Bylaws 10.01.1, 10.1, 10.1-(d) and 11.1.3 (2016-17 and 2017-18 Manuals)].

The Complex Case Unit alleged that during at least March through September 2017, former assistant men's basketball coach No. 1, then assistant men's basketball coach, violated the NCAA principles of ethical conduct when he knowingly solicited and accepted \$20,000 in cash bribes from representatives of a business management company for professional basketball players in exchange for his agreement to facilitate Arizona men's basketball student-athletes' use of business management company's services when they turned professional. Specifically, beginning in March 2017 and continuing through September 2017, former assistant men's basketball coach No. 1 engaged in multiple conversations and meetings with business management company's representatives regarding his agreement to facilitate men's basketball student-athletes' use of its services. As a part of this agreement, former assistant men's basketball coach No. 1 accepted a \$5,000 cash bribe from representative of the business management company in New York City on or about June 20, 2017; accepted a \$15,000 cash bribe from representative of the business management company in New Jersey on or about July 20, 2017; and helped facilitate meetings on or about August 29, 2017, between then men's basketball student-athlete No. 1; business manager, a representative of the business management company and former runner for a sports agency; and cousin of basketball student-athlete No. 1, and on or about August 30, 2017, between business manager, cousin of basketball student-athlete No. 1 and financial advisor and FBI undercover agent No. 2, both representatives of business management company. Pursuant to Bylaws 19.1.1-(d) and -(h), this violation is Level I because it involves unethical and dishonest conduct, and it was both intentional and demonstrated a reckless indifference to the NCAA constitution and bylaws.

- (3) Post-Separation Allegation No. 1 – Former Assistant Coach No. 1. Failure to Cooperate – Providing False and Misleading Information and Failing to Produce Information. [Bylaws 10.1, 10.1-(a), 19.2.3 19.2.3-(b), 19.2.3-(c), 19.2.3-(d) and 19.2.3-(e) (2018-19 and 2019-20 Manuals)].

The Complex Case Unit alleged that from June 2019, and continuing to the present, former assistant men's basketball coach No. 1 violated the NCAA principles of ethical conduct and failed to cooperate with the enforcement staff when he knowingly furnished false or misleading information to the institution and enforcement staff regarding his knowledge of or involvement in violations of NCAA legislation and refused to provide information relevant to an investigation of possible violations. Specifically:

- (a) During his June 19, 2019, interview with the institution and the enforcement staff, former assistant men's basketball coach No. 1 knowingly furnished false or misleading information when he denied: (1) arranging and/or paying \$40,000 for a fraudulent academic credit and/or a false academic transcript for basketball prospective student-athlete No. 1; (2) accepting bribes from business management company, a business management company for professional basketball players, in exchange for facilitating Arizona men's basketball student-athletes to use business management company's services when they turned professional; and (3) facilitating a meeting on or about August 29, 2017, between basketball student-athlete No. 1, business manager, a representative of the business management company and former runner for a sports agency, and cousin of basketball student-athlete No. 1, and on or about August 30, 2017, between business manager, cousin of basketball student-athlete No. 1, a representative of business management company, and FBI undercover agent No. 2, both representatives of business management company. The factual record substantiates former assistant men's basketball coach No. 1's involvement in the aforementioned allegations.
- (b) From June 12, 2019, and continuing to the present, former assistant men's basketball coach No. 1 refused to make a full and complete disclosure of relevant information, including his financial and telephone records, both of which are relevant to the investigation and/or were used for institutional business purposes.

Pursuant to Bylaw 19.1.1-(c), these violations are Level I because they severely undermined and threatened the integrity of the NCAA Collegiate Model.

b. Level II Violations.

- (1) Allegation No. 4-(a). Unethical Conduct and Failing to Cooperate. [Bylaws 10.01.1, 10.1, 10.1-(c) and 19.2.3 (2016-17 Manual)].

During a July 10, 2017, text message exchange, former assistant men's basketball coach No. 2 instructed basketball student-athlete No. 3 to delete the text message thread evidencing the \$500 cash loan outlined in allegation No. 3 in order to conceal the violation. Pursuant to Bylaw 19.1.2-(a), this violation is Level II because it does not rise to the level of a Level I violation but is more serious than a Level III violation.

- (2) Allegation No. 7-(d). Impermissible Tryouts. [Bylaws 13.11.1 and 13.11.2.4 (2018-19 Manual)].

Between December 2018 and April 2019, diving prospective student-athlete No. 1 trained with assistant swimming and diving coach as part of his diving club on numerous occasions. Because diving prospective student-athlete No. 1 was not a legal resident living within a 50-mile radius of the sports club, and did not meet any of the exceptions to the legislation, her participation resulted in assistant swimming and diving coach conducting impermissible tryouts Pursuant to Bylaw 19.2.3-(a), this violation is Level II because it does not rise to the level of a Level I violation, but is more serious than a Level III violation.

- (3) Allegation No. 7-(e). Impermissible Tryouts. [Bylaws 13.11.1 and 13.11.2.4 (2018-19 Manual)].

Between January and February 28, 2019, diving prospective student-athlete No. 2 trained with assistant swimming and diving coach as a part of his diving club on numerous occasions. Because diving prospective student-athlete No. 2 was not a legal resident living within a 50-mile radius of the sports club and did not meet any of the exceptions to the legislation, her participation resulted in assistant swimming and diving coach conducting impermissible tryouts. Pursuant to Bylaw 19.2.3-(a), this violation is Level II because it does not rise to the level of a Level I violation but is more serious than a Level III violation. Allegation No. 7-(d). Impermissible Tryouts. [Bylaws 13.11.1 and 13.11.2.4 (2018-19 Manual)]

- (4) Allegation No. 9. Failure to Monitor. [Constitution 2.1.1, 2.8.1 and 6.01.1 (2015-16 through 2019- 20 Manuals)].

The Complex Case Unit alleged between March 2016 and September 2019, the scope and nature of the violations set forth in allegation Nos. 1, 2, 3, 4-(a), 5 and 7 demonstrate that the institution failed to monitor the conduct and administration of its men's basketball and women's swimming and diving programs. Specifically:

- (a) The institution failed to heighten its monitoring and/or take reasonable steps to prevent noncompliant conduct despite red flags in both the men's basketball and the women's swimming and diving programs. Multiple members of the institution's athletics administration and men's basketball coaching staff knew that the men's basketball prospective student-athletes identified in allegation No. 1 had significant academic issues and/or there were unusual circumstances surrounding the content and timing of the identified transcripts. Additionally, assistant women's swimming and diving coach had no previous NCAA coaching experience and notified compliance on two separate occasions of his plan to associate with a local sports club that included prospective student-athletes. However, the institution failed to heighten its monitoring in order to prevent violations. Further, the institution failed to take reasonable steps to prevent the same noncompliant conduct as occurred in its most recent infractions case, which it was processing at the time the violations outlined in allegation No. 7 occurred. It failed to follow up proactively with assistant swimming and diving coach to obtain completed compliance paperwork regarding his affiliation with a local diving club.
- (b) The institution failed to provide effective oversight and/or support of its compliance program. During the time period of allegation Nos. 1, 2, 3, 4-(a) and 5, the compliance staff experienced significant turnover, personality conflicts, and a lack of resources that limited its ability to identify and monitor compliance risks. Further, in regard to allegation No. 7, the institution failed to effectively monitor local sports clubs utilizing campus facilities, despite the fact that its most recent infractions case involved this very issue. [Arizona Committee on Infractions Decision (January 30, 2019)]. As a result, the institution failed to implement controls to mitigate these identified risks, and none of the violations outlined in allegation Nos. 1, 2, 3, and 5 were identified by the institution's compliance systems. The institution failed to identify and mitigate several risks in a timely manner that could have prevented or mitigated the violations outlined in allegation No. 7.

Pursuant to Bylaw 19.1.2-(b), this violation is Level II because these failures, while significant, were not substantial or egregious; the underlying violations on which they are based are all Level II or Level III.

c. Level III Violations.

- (1) Allegation No. 3. Extra Benefits and Obligation to Withhold. [Bylaws 16.11.2.1 and 16.11.2.2-(a) (2016-17 Manual) and 12.11.1 and 16.8.1 (2017-18 Manual)].

The Complex Case Unit alleged that June 29, 2017, former assistant men's basketball coach No. 2, then assistant men's basketball coach, provided an impermissible benefit in the form of a \$500 loan to basketball student-athlete No. 3. Specifically, former assistant men's basketball coach No. 2 provided basketball student-athlete No. 3 \$500 in cash so that he could purchase a plane ticket to New Orleans to visit his mentor. On July 11, 2017, basketball student-athlete No. 3 repaid the loan to former assistant men's basketball coach No. 2. As a result of the impermissible benefit, basketball student-athlete No. 3 received travel-related expenses and competed in two contests while ineligible. Pursuant to Bylaw 19.1.3-(b), this violation is Level III because former assistant men's basketball coach No. 2's loan provided no more than a minimal impermissible extra benefit.

- (2) Allegation No. 5. Impermissible Recruiter. [Bylaws 13.1.2.1 and 13.1.2.7-(a) (2015-16 and 2016-17 Manuals)].

The Complex Case Unit alleged that on at least one occasion, former assistant men's basketball coach No. 2, then men's basketball assistant coach, directed a men's basketball student-athlete to assist in the recruitment of a then men's basketball prospective student-athlete in violation of NCAA legislation regarding permissible recruiters. Specifically, July 29, 2016, former assistant men's basketball coach No. 2 sent a text message to basketball student-athlete No. 1 instructing him to help recruit basketball prospective student-athlete No. 3, and basketball prospective student-athlete No. 4, while attending a recruiting event. Subsequently, August 1, 2016, basketball student-athlete No. 1 reported back to former assistant men's basketball coach No. 2 his conversation with basketball prospective student-athlete No. 4 regarding basketball prospective student-athlete No. 4's interest in the institution. Pursuant to Bylaw 19.1.3-(b), this violation is Level III because this impermissible conduct provided only a minimal recruiting advantage.

- (3) Allegation No. 7-(b). Preferential Treatment. [Bylaw 12.1.2.1.6 (2018-19 Manual)].

On or about November 5, 2018, assistant swimming and diving coach shared the contact information for mother of diving prospective student-

athlete Nos. 1 and 2 with the parent of a second prospective student-athlete-aged diver (family No. 3) who subsequently joined assistant swimming and diving coach's club No. 3. After family No. 3 communicated with mother of diving prospective student-athlete Nos. 1 and 2, diving prospective student-athlete No. 1 stayed with family No. 3 from November 11 through 21, 2018, at no cost. Additionally, between December 2018 and April 2019, both diving prospective student-athlete Nos. 1 and 2 received free occasional transportation from family No. 3. Family No. 3's provision of free lodging and transportation resulted in violations of NCAA preferential treatment legislation. Pursuant to Bylaw 19.1.3-(b) this violation is Level III because the benefits provided to diving prospective student-athlete Nos. 1 and 2 provided no more than a minimal advantage.

- (4) Allegation No. 7-(c). Preferential Treatment. [Bylaw 12.1.2.1.6 (2018-19 Manual)].

At some point in the fall of 2018, family No. 2 connected mother of diving prospective student-athlete Nos. 1 and 2 with a third family (family No. 4) of a prospective student-athlete-aged member of assistant swimming and diving coach's diving club. From November 26 through 30, 2018, diving prospective student-athlete No. 1 lived with family No. 4 at no cost. Additionally, family No. 4 provided diving prospective student-athlete No. 1 with free transportation and occasional meals. Family No. 4's provision of free lodging, transportation and meals resulted in violations of NCAA preferential treatment legislation. Pursuant to Bylaw 19.1.3-(b) this violation is Level III because the benefits provided to diving prospective student-athlete Nos. 1 and 2 provided no more than a minimal advantage.

VI. VIOLATIONS NOT DEMONSTRATED

For the reasons articulated in Section IV, the hearing panel declines to find violations based on the following allegations:²²

a. Allegation No. 1-(b):

Between August and September 2017, former assistant men's basketball coach No. 2 engaged in pre-enrollment academic misconduct when he arranged for a false or inaccurate academic record for then men's basketball student-athlete (basketball prospective student-athlete No. 5). Specifically, former assistant men's basketball coach No. 2 arranged for basketball prospective student-athlete No. 5 to receive a fraudulent academic transcript for a five-credit hour [high school No. 5] online

²² In this section, the language of the allegations is as it appears in the amended notice of allegations.

geometry course, which basketball prospective student-athlete No. 5 needed to meet NCAA initial eligibility standards. Basketball prospective student-athlete No. 5 had never enrolled at [high school No. 5] or completed the geometry course. The fraudulent academic transcript was provided to [high school No. 6] through former assistant men's basketball coach No. 2's coordination, where basketball prospective student-athlete No. 5 was then enrolled. While basketball prospective student-athlete No. 5 did not enroll at the institution, the fraudulent credit was added to his [high school No. 6] transcript, which was provided to the Eligibility Center.²³ [Bylaws 14.1.2.1-(a) and 14.1.2.1-(b) (2017-18 Manual)]

b. Allegation No. 4-(b):

During his January 15, 2019, interview, former assistant men's basketball coach No. 2, then an institutional employee, knowingly provided false or misleading information to the institution and NCAA enforcement staff when he denied knowledge of or involvement in arranging for a false or inaccurate academic record for then men's basketball prospective student-athlete (basketball prospective student-athlete No. 5) as outlined in Allegation No. 1-(b). The factual information in this case supports former assistant men's basketball coach No. 2's involvement in the scheme to provide a fraudulent transcript that included a high school course that basketball prospective student-athlete No. 5 did not enroll in or complete. [Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2018-19 Manual)]

c. Allegation No. 6-(a):

Former head men's basketball coach failed to demonstrate he promoted compliance by not establishing that compliance was a shared responsibility within the men's basketball program, not setting clear expectations that his coaching staff comply with NCAA legislation and not requiring the immediate reporting of actual and potential violations to the compliance staff for an independent inquiry. Specifically, as outlined in Allegation Nos. 1, 2, 3, 4-(a) and 5, two of former head men's basketball coach's three assistant coaches committed intentional violations involving fraudulent academic transcripts, receipt of cash bribes, facilitating a meeting with an aspiring agent, impermissible inducements and recruiting violations all within an 18-month period. The ultimate responsibility for the integrity of the men's basketball program rested with former head men's basketball coach and his staff's actions reflect on former head men's basketball coach as the head coach. [Bylaw 11.1.1.1 (2015-16 through 2017-18 Manuals)]

²³ The Eligibility Center identified the fraudulent academic credit and/or false transcript prior to completing basketball prospective student-athlete No. 5's initial-eligibility certification.

d. Allegation No. 6-(b):

Former head men's basketball coach failed to demonstrate that he monitored former assistant men's basketball coach No. 2 and former assistant men's basketball coach No. 1, then assistant men's basketball coaches, regarding their involvement in arranging for fraudulent academic credit and/or transcripts as outlined in Allegation No. 1. Specifically, while former head men's basketball coach knew both prospects had significant academic deficiencies to overcome in order to be academically eligible, former head men's basketball failed to ask his staff pointed questions and did not actively look for red flags regarding the circumstances and timing of the prospective student-athletes' academic eligibility. [Bylaw 11.1.1.1 (2015-16 through 2017-18 Manuals)]

e. Allegation No. 6-(c):

Former head men's basketball coach failed to demonstrate that he monitored former assistant men's basketball coach No. 1 and the men's basketball program regarding their relationship with business manager, a representative of business management company and former runner for the sports agency. Specifically, former head men's basketball coach knew that basketball student-athlete No. 1 utilized business manager to advise him about whether to declare for the 2017 NBA draft. However, former head men's basketball coach did not ask pointed questions of basketball student-athlete No. 1 or his coaching staff regarding the origin and nature of the relationship between basketball student athlete No. 1 and business manager. Further, after basketball student-athlete No. 1 returned to the institution, former head men's basketball coach knew that basketball student-athlete No. 1 and cousin of basketball student-athlete No. 1 maintained a relationship with business manager. However, former head men's basketball coach failed to conduct any additional inquiry regarding the nature of basketball student-athlete No. 1's relationship with business manager or former assistant men's basketball coach No. 1's knowledge of and involvement in the relationship between basketball student-athlete No. 1 and business manager. As noted in Allegation No. 2, former assistant men's basketball coach No. 1 accepted bribe money, in part, for helping to facilitate a meeting between basketball student-athlete No. 1, cousin of basketball student-athlete No. 1 and business manager. [Bylaw 11.1.1.1 (2015-16 through 2017-18 Manuals)]

f. Allegation No. 7-(a):

On or about October 31, 2018, assistant swimming and diving coach shared the mother of diving prospective student-athletes Nos. 1 and 2's contact information with a booster, who was also the parent of a prospect-aged diver who subsequently joined assistant swimming and diving coach's diving club. The booster

subsequently contacted the mother of diving prospective student-athletes Nos. 1 and 2 in violation of NCAA legislation regarding communication between boosters and prospective student-athletes and their families. [Bylaw 13.1.2.1 (2018-19 Manual)]

g. Allegation No. 8:

The Complex Case Unit alleged that from November 2018 through September 2019, head swimming and diving coach is presumed responsible for the violations detailed in Allegation No. 7 and did not rebut the presumption of responsibility. Specifically, head swimming and diving coach did not demonstrate that he promoted an atmosphere of compliance and monitored the women's swimming and diving program. Head swimming and diving coach knew diving prospective student-athlete No. 1 was in the locale of the institution training with the local diving club operated by assistant swimming and diving coach. However, head swimming and diving coach failed to notify compliance of the prospect's presence, seek guidance from compliance regarding assistant swimming and diving coach's training of diving prospective student-athlete No. 1 and ensure that assistant swimming and diving coach completed the institution's documentation regarding his involvement in a local sports club. [Bylaw 11.1.1.1 (2018-19 Manual)]

h. Allegation No. 9-(a):

The Complex Case Unit alleged between March 2016 and September 2019, the scope and nature of the violations set forth in allegation Nos. 1, 2, 3, 4- (a), 5 and 7 demonstrate that the institution failed to exercise institutional control of its men's basketball and women's swimming and diving programs. Specifically:

- The institution failed to establish a culture of compliance in the men's basketball program. As outlined in allegation Nos. 1, 2, 3, 4-(a) and 5, two of the three assistant men's basketball coaches committed intentional violations involving fraudulent academic credit and/or false transcripts, cash bribes, impermissible inducements and benefits and recruiting contacts in an 18-month period. Further, during this same time, an assistant coach directed a student-athlete to delete information related to a violation. These actions demonstrate that the institution failed to effectively establish a compliance program where the men's basketball coaching staff understood that compliance with NCAA legislation is an obligation shared by all athletics staff members and that they had an obligation to report all actual or potential violations. [Constitution 2.1.1, 2.8.1 and 6.01.1 (2015-16 through 2019-20 Manuals)]

i. Post-Separation Allegation No. 1 – Former Assistant Men’s Basketball Coach No. 2:

The Complex Case Unit alleged that during his August 25, 2019, interview, former assistant men’s basketball coach No. 2, then assistant men’s basketball coach, violated the NCAA principles of ethical conduct and failed to cooperate with the NCAA enforcement staff when he knowingly furnished false or misleading information concerning his involvement in violations of NCAA legislation. Specifically, during his interview with the NCAA enforcement staff, former assistant men’s basketball coach No. 2 denied knowledge of or involvement in arranging for a false or inaccurate academic record for then men’s basketball prospective student-athlete No. 5 as outlined in Allegation No. 1-(b).²⁴ [Bylaws 10.1, 10.1-(c) 19.2.3 and 19.2.3-(b) (2021-22 Manuals)]

VII. PENALTIES

Introduction.

For the reasons set forth above in Section IV of this decision, the hearing panel concludes that this case involves Level I, Level II and Level III violations of NCAA legislation. Level I violations are severe breaches of conduct that seriously undermine or threaten the integrity of the NCAA Collegiate Model, including violations that provide or are intended to provide a substantial or extensive advantage or benefit. Level II violations are significant breaches of conduct that provide or are intended to provide more than a minimal, but less than a substantial or extensive advantage or benefit. Level III violations are breaches that are isolated or limited and that provide no more than a minimal advantage or benefit.

In considering penalties, the hearing panel first reviewed aggravating and mitigating factors pursuant to Bylaws 19.9.2, 19.9.3 and 19.9.4 to determine the appropriate violation classifications for Arizona, former assistant men’s basketball coach No. 1, former assistant men’s basketball coach No. 2, and assistant swimming and diving coach. The hearing panel used the penalty guidelines (Figure 19-1), and Bylaws 19.9.5, 19.9.7 and 19.9.8 to prescribe penalties.

The hearing panel determined that the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the hearing panel classifies this case as Level I-Standard for Arizona, Level I-Aggravated for former assistant men’s basketball coach No. 1, Level II-Aggravated for former assistant men’s basketball coach No. 2, and Level II-Mitigated for assistant swimming and diving coach.

²⁴ Arizona, Case Number 00837, allegation No. 1-(b).

a. Aggravating and Mitigating Factors.

(1) Arizona Aggravating Factors.

Based on the information presented and the information contained in Section IV, the hearing panel finds that the following aggravating factors apply to Arizona:

(a) Aggravating Factor 19.9.3-(a). Multiple Level I violations by the institution or involved individual.

As discussed more fully above in Section IV, this matter involved multiple Level I violations attributable to Arizona.

(b) Aggravating Factor 19.9.3-(b). A history of Level I, Level II or major violations.

The hearing panel concludes that Arizona had similar types of violations in its women's swimming and diving program as in its recent January 30, 2019, infractions case. The other violations the Complex Case Unit relies on for this aggravating factor occurred years ago.

(c) Aggravating Factor 19.9.3-(e). Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information.

The hearing panel concludes that Arizona did not provide all relevant information, specifically the information regarding former assistant men's basketball coach No. 2's instruction to basketball student-athlete No. 3 to delete the text thread relating to the impermissible loan when it self-reported the violation.

(d) Aggravating Factor 19.9.3-(g). Multiple Level II violations by the institution or involved individual.

As discussed more fully above in Section IV, this matter involved multiple Level II violations attributable to Arizona.

- (e) **Aggravating Factor 19.9.3-(i). One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete.**

The violations in this case caused substantial harm to diving prospective student-athlete No. 1. The impermissible participation in the local sports club led to a discontinuance or delay in diving prospective student-athlete No. 1's training for the national team tryout.

Based on the information presented and the information contained in Section IV, the hearing panel concludes that no additional aggravating factors apply to Arizona. Specifically, the hearing panel declines to find that the following aggravating factors apply:

- (a) **Aggravating Factor 19.9.3-(c). Lack of institutional control.**

The hearing panel did not find a lack of institutional control violation for Arizona.

- (b) **Aggravating Factor 19.9.3-(f). Violations were premeditated, deliberate or committed after substantial planning.**

The hearing panel concludes that Arizona's violations were not premeditated, deliberate or committed after substantial planning because Arizona lacked knowledge of the men's basketball violations. Further, although Arizona should have known about the women's swimming and diving violations, such violations were not premediated.

- (c) **Aggravating Factor 19.9.3-(h). Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.**

The hearing panel concludes that aggravating factor 19.9.3-(h), which requires a finding that a person of authority condoned, participated in, or negligently disregarded the violation or wrongful conduct, is not an aggravating factor. The Complex Case Unit alleged in a conclusory fashion that assistant swimming and diving coach, former assistant men's basketball coach No. 1, and former assistant men's basketball coach No. 2 were persons of authority, but provided no information on which the hearing panel could base a finding that any of these assistant coaches had any authority,

including, but not limited to, the authority to hire, fire, or even to approve the recruitment of prospective student-athletes. Further, former head men's basketball coach and head swimming and diving coach did not condone or have knowledge of the wrongful conduct that contributed to the violations. On this basis, the hearing panel concludes that assistant swimming and diving coach, former assistant men's basketball coach No. 1 and former assistant men's basketball coach No. 2 were not persons of authority so as to warrant the application of this aggravating factor.

(d) Aggravating Factor 19.9.3-(j). Conduct or circumstances demonstrating an abuse or position of trust.

The hearing panel concludes that the conduct of former assistant men's basketball coach No. 1, former assistant men's basketball coach No. 2, and assistant swimming and diving coach should be imputed only to the individuals, and not to Arizona. These individuals' violative conduct was unknown to Arizona. Once Arizona learned of these individuals' violations, it took swift and appropriate action.

(e) Aggravating Factor 19.9.3-(k). A pattern of noncompliance within the sport program(s) involved.

The hearing panel concludes that aggravating factor 19.9.3-(k), which requires a finding of a pattern of noncompliance in the athletics program, does not apply to Arizona. The violations did not span a period of several years. Further, the women's swimming and diving violations related solely to the recruitment of diving prospective student-athlete Nos. 1 and 2. There has been no showing of an overall pattern of noncompliance within Arizona's men's basketball or women's swimming and diving programs.

(f) Aggravating Factor 19.9.3-(m). Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

The hearing panel concludes that Arizona did not intentionally, willfully or blatantly disregard the NCAA constitution and bylaws because Arizona did not know that any of the violative conduct was occurring in the men's basketball program. In addition, the women's swimming and diving violations were not intentional.

(2) Arizona Mitigating Factors.

Based on the information presented and the information contained in Section IV, the hearing panel finds that the following mitigating factors apply to Arizona:

(a) Mitigating Factor 19.9.4-(b). Prompt acknowledgment of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties.

The hearing panel acknowledges and appreciates Arizona's prompt response once it learned of the violations in this case, and its imposition of meaningful self-imposed penalties and corrective measures. Most notably, Arizona self-imposed a postseason ban in men's basketball. The decision to self-impose a postseason ban reflects an institution that conducted an honest assessment of the nature and severity of the violations to hold itself accountable. In addition, Arizona took immediate actions, including suspending and terminating the employment of former assistant men's basketball coach No. 1 and former assistant men's basketball coach No. 2. Further, Arizona promptly notified the Pac-12 Conference and the NCAA once it became aware of the facts that gave rise to allegation No. 7.

(b) Mitigating Factor 19.9.4-(c). Affirmative steps to expedite final resolution of the matter.

The hearing panel finds that Arizona took affirmative steps to expedite final resolution of the matter. This included making timely and comprehensive filings, cooperating with the setting of hearings, and promptly responding to staff and hearing panel inquiries. As a result of these affirmative steps, this matter was able to move forward expeditiously to resolution in the Independent Accountability Resolution Process.

(c) Mitigating Factor 19.9.4-(d). An established history of self-reporting Level III or secondary violations.

The Complex Case Unit and Arizona agreed that mitigating factor 19.9.4-(d) applies. Arizona self-reported 74 Level III violations from 2015 to 2020, equating to approximately 14 violations each year. The hearing panel encourages NCAA member institutions to find and report Level III violations.

Based on the information presented and the information contained in Section IV, the hearing panel concludes that no additional mitigating factors apply to Arizona. Specifically, the hearing panel declines to find that the following mitigating factors apply:

(a) Mitigating Factor 19.9.4-(a). Prompt self-detection and self-disclosure of the violations.

The hearing panel concludes that Arizona did not promptly self-detect and self-disclose the violations.

(b) Mitigating Factor 19.9.4-(e). Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches control standards.

Although Arizona self-detected or self-reported some of the violations in this case, other violations went undetected for several months or more. As reflected by the failure to monitor violation found by the hearing panel, there were deficiencies in compliance's monitoring efforts that, if improved, could have assisted in the prevention or detection of the violations.

(c) Mitigating Factor 19.9.4-(f). Exemplary cooperation, such as (1) identifying individuals (to be interviewed by the enforcement staff), documents and other information of which the enforcement staff was not aware; (2) expending substantial institutional resources to expedite a thorough and fair collection and disclosure of information; or (3) recognizing and bringing to the attention of the enforcement staff, in a timely manner, additional violations discovered in the investigation of which the staff was not aware.

Arizona spent a significant amount of time and resources on its own independent investigation, inviting the enforcement staff to participate despite having no obligation to do so. Its investigation assisted the enforcement staff and, eventually, the Complex Case Unit and the hearing panel in bringing this case to resolution. Arizona was forthcoming with information developed through that investigation, even providing documents containing potentially damaging information. Arizona provided thorough and honest answers at the hearing and secured the participation of both current and former staff members for interviews. It responded promptly to

all hearing panel inquiries. While the hearing panel recognizes and appreciates Arizona's efforts to resolve this infractions case, these actions did not rise to the level of exemplary cooperation. Arizona's actions were consistent with the cooperative principles expected of member institutions involved in the infractions process.

- (d) Mitigating Factor 19.9.4-(g). The violations were unintentional, limited in scope and represent a deviation from otherwise compliant practices.**

The hearing panel concludes that Arizona's violations were not limited in scope.

- (e) Mitigating Factor 19.9.4-(h). The absence of prior conclusions of Level I, Level II or major violations.**

The hearing panel concludes that Arizona has prior conclusions of Level I, Level II or major violations.

- (f) Mitigating Factor 19.9.4-(i). Other facts warranting a lower penalty range.**

The hearing panel concludes that there are no other facts warranting a lower penalty range.

In weighing the applicable aggravating and mitigating factors, the hearing panel gave significant and substantial weight to the meaningful self-imposed penalties, including the imposition of a postseason ban and a scholarship reduction by Arizona. Further, once there was a realization that a problem existed, Arizona took immediate corrective actions (e.g., terminating the employment of former assistant men's basketball coach No. 1 and former assistant men's basketball coach No. 2, and closing of diving club No. 3 until Arizona ensured that it was in compliance with NCAA legislation). The NCAA membership has on multiple occasions acknowledged that postseason bans and scholarship reductions offer the most effective deterrent to potential violations, and additionally are highly effective in addressing advantages the institution might have gained from any violations. Accordingly, the hearing panel applied significant weight to Arizona's self-imposed postseason ban and scholarship reduction. Because it directly affects student-athletes and may financially impact the institution, a postseason ban is a substantial self-imposed penalty.

Further, Arizona proactively imposed the postseason ban shortly after the referral to the Independent Accountability Resolution Process. The hearing panel views these actions as a demonstration of how seriously Arizona took institutional accountability. The hearing panel encourages NCAA member institutions to critically examine meaningful and proactive self-imposed penalties based on their evaluation of the severity of the violations.

However, the weight of these two mitigating factors do not outweigh the aggravating factors here. In particular, in 2019, the Committee on Infractions issued an infractions decision based on remarkably similar facts, in the same sport, involving the previous diving coach. There, just like here, a diving prospective student-athlete's participation in a local sports club was found to be impermissible because she was not a permanent resident. Arizona should have been - but apparently was not - on heightened alert to potential compliance issues that may arise when an Arizona coach also coaches a local sports club. The fact that it was not on heightened alert, and moreover, that the violations arose in the very same sport as the 2019 infractions decision, is particularly concerning. In sum, the recency of the 2019 infractions case to the hiring of assistant swimming and diving coach, and his statements and inquiries about starting a sports club, should have triggered Arizona's thorough engagement with and oversight of club No. 3. That did not happen. These compliance failures directly led to the violations found in the women's swimming and diving program.

Based on this analysis, the hearing panel determined this to be a Level I-Standard case for Arizona.

(3) Former Head Men's Basketball Coach.

(a) Aggravating Factors - not applicable.

(b) Mitigating Factors - not applicable.

(4) Former Assistant Men's Basketball Coach No. 1 Aggravating Factors.

Based on the information presented and the information contained in Section IV, the hearing panel finds that the following aggravating factors apply to former assistant men's basketball coach No. 1:

(a) Aggravating Factor 19.9.3-(a). Multiple Level I violations by the institution or involved individual.

As discussed more fully above in Section IV, this matter involved multiple Level I violations. The hearing panel finds multiple Level I violations attributable to former assistant men's basketball coach No. 1.

(b) Aggravating Factor 19.9.3-(d). Obstructing an investigation or attempting to conceal the violation.

The hearing panel concludes that former assistant men's basketball coach No. 1 obstructed the investigation by not providing truthful answers in his interview, and not producing requested information to the enforcement staff, and subsequently, to the Complex Case Unit.

(c) Aggravating Factor 19.9.3-(e). Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information.

Former assistant men's basketball coach No. 1 failed to cooperate with the investigation. He acted unethically by arranging for the acquisition of a fraudulent academic transcript, accepting bribes, providing untruthful answers in his interview, and failing to respond to requests for records, first by the enforcement staff, and subsequently, by the Complex Case Unit.

(d) Aggravating Factor 19.9.3-(f). Violations were premeditated, deliberate, or committed after substantial planning.

Former assistant men's basketball coach No. 1's violations were premeditated and deliberate. For example, he paid \$40,000 to obtain basketball prospective student-athlete No. 1's fraudulent academic transcripts. His accepting of a total of \$20,000 in bribes to steer basketball student-athlete No. 1 to business management company required substantial planning and demonstrated premeditation.

(e) Aggravating Factor 19.9.3-(j). Conduct or circumstances demonstrating an abuse of position of trust.

Former assistant men's basketball coach No. 1 occupied a position of trust with prospective student-athletes and student-athletes. He abused this position of trust with basketball prospective student-athlete No. 1.

(f) Aggravating Factor 19.9.3-(l). Conduct intended to generate pecuniary gain.

Former assistant men's basketball coach No. 1 accepted a total of \$20,000 in bribes to steer basketball student-athlete No. 1 to business management company.

(g) Aggravating Factor 19.9.3-(m). Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

Former assistant men's basketball coach No. 1's actions were intentional. With respect to the underlying violations and his failure to cooperate in the investigation, he demonstrated a willful and blatant disregard for the NCAA constitution and bylaws.

Based on the information presented and the information contained in Section IV, the hearing panel concludes that no additional aggravating factors apply to former assistant men's basketball coach No. 1. Specifically, the hearing panel declines to find that the following aggravating factors apply:

- **Aggravating Factor 19.9.3-(h). Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.**

The hearing panel concludes that aggravating factor 19.9.3-(h), which requires a finding that a person of authority condoned, participated in, or negligently disregarded the violation or wrongful conduct, is not an aggravating factor. The Complex Case Unit alleged in a conclusory fashion that former assistant men's basketball coach No. 1 was a person of authority but provided no information on which the hearing panel could base a finding that he had any authority, including, but not limited to, the authority to hire, fire, or even to approve the recruitment of prospective student-athletes. On this basis, the hearing panel concludes that former assistant men's basketball coach No. 1 was not a person of authority to warrant the application of this aggravating factor.

(5) Former Assistant Men’s Basketball Coach No. 1 Mitigating Factors.

Based on the information presented and the information contained in Section IV, the hearing panel finds that the following mitigating factor applies to former assistant basketball coach No. 1:

- **Mitigating Factor 19.9.4-(h). The absence of prior conclusions of Level I, Level II or major violations.**

Former assistant men’s basketball coach No. 1 has no prior conclusions of any violations of the NCAA constitution or bylaws.

Based on the information presented and the information contained in Section IV, the hearing panel finds that no other mitigating factors apply to former assistant men’s basketball coach No. 1.

In weighing the aggravating and mitigating factors, the hearing panel determined the case to be Level I-Aggravated for former assistant men’s basketball coach No. 1.

(6) Former Assistant Men’s Basketball Coach No. 2 Aggravating Factors.

Based on the information presented and the information contained in Section IV, the hearing panel finds that the following aggravating factors apply to former assistant men’s basketball coach No. 2:

- (a) Aggravating Factor 19.9.3-(d). Obstructing an investigation or attempting to conceal the violation.**

Former assistant men’s basketball coach No. 2’s instruction to basketball student-athlete No. 3 to delete a text message thread about the impermissible loan was an attempt to conceal the violation.

- (b) Aggravating Factor 19.9.3-(e). Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information.**

Former assistant men’s basketball coach No. 2 deleted WhatsApp messages that related to basketball prospective student-athlete No. 5 after receiving litigation hold notices requiring him to produce all text messages and devices for forensic examination. There is

nothing in the record to indicate that he complied with the litigation hold requirement to provide a list of his devices, nor is there anything in the record to indicate that he turned over his devices for forensic imaging. He acted unethically, compromised the integrity of the investigation, failed to cooperate with the investigation, and failed to provide all relevant or requested information. The deletion of his WhatsApp messages complicated the investigation. The enforcement staff did not receive them from former assistant men's basketball coach No. 2, but from mother of prospective basketball student-athlete No. 5. His deletion of the WhatsApp messages also raised significant doubts, to his detriment, of former assistant men's basketball coach No. 2's credibility.

(c) Aggravating Factor 19.9.3-(f). Violations were premeditated, deliberate, or committed after substantial planning.

Former assistant men's basketball coach No. 2's violations were premeditated and deliberate. Accordingly, aggravating factor 19.9.3-(f) applies to him. None of his violations occurred accidentally. He deliberately made the impermissible loan to basketball student-athlete No. 3. He deliberately asked him to delete the text message relating to the loan. He deliberately asked basketball student-athlete No. 1 to assist in recruiting.

(d) Aggravating Factor 19.9.3-(j). Conduct or circumstances demonstrating an abuse of position of trust.

Former assistant men's basketball coach No. 2 occupied a position of trust with prospective student-athletes and student-athletes. He abused this position of trust with basketball student-athlete No. 3, thus warranting application of this aggravating factor.

(e) Aggravating Factor 19.9.3-(m). Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

Former assistant men's basketball coach No. 2's instruction to basketball student-athlete No. 3 to delete a text message thread about an impermissible loan represented an intentional disregard for the NCAA constitution and bylaws. Further, the content of his text messages to basketball student-athlete No. 1, requesting his help in recruiting basketball prospective student-athlete Nos. 3 and 4, which included the following language “. . . [d]on't need the NCAA police

seeing that . . .” and “NCAA is stupid . . .” demonstrate a willful and blatant disregard for the NCAA constitution and bylaws.

Based on the information presented and the information contained in Section IV, the hearing panel concludes that no additional aggravating factors apply to former assistant men’s basketball coach No. 2. Specifically, the hearing panel declines to find that the following aggravating factors apply:

(a) Aggravating Factor 19.9.3-(a). Multiple Level I violations.

The hearing panel concludes that former assistant men’s basketball coach No. 2 did not commit multiple Level I violations.

(b) Aggravating Factor 19.9.3-(g). Multiple Level II violations by the institution or involved individual.

The hearing panel did not find multiple Level II violations attributable to former assistant men’s basketball coach No. 2.

(c) Aggravating Factor 19.9.3-(h). Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.

The hearing panel concludes that aggravating factor 19.9.3-(h), which requires a finding that a person of authority condoned, participated in, or negligently disregarded the violation or wrongful conduct, is not an aggravating factor. The Complex Case Unit alleged in a conclusory fashion that former assistant men’s basketball coach No. 2 was a person of authority but provided no information on which the hearing panel could base a finding that he had any authority, including, but not limited to, the authority to hire, fire, or even to approve the recruitment of prospective student-athletes. On this basis, the hearing panel concludes that former assistant men’s basketball coach No. 2 was not a person of authority so as to warrant the application of this aggravating factor.

(7) Former Assistant Men’s Basketball Coach No. 2 Mitigating Factors.

Based on the information presented and the information contained in Section IV, the hearing panel finds that the following mitigating factor applies to former assistant men’s basketball coach No. 2:

- **Mitigating Factor 19.9.4-(h). The absence of prior conclusions of Level I, Level II or major violations.**

Former assistant men's basketball coach No. 2 has no prior conclusions of any violations of the NCAA constitution or bylaws.

Based on the information presented and the information contained in Section IV, the hearing panel finds that no other mitigating factors apply to former assistant basketball coach No. 2.

In weighing the aggravating and mitigating factors, the hearing panel determined the case to be Level II-Aggravated for former assistant men's basketball coach No. 2.

(8) Assistant Swimming and Diving Coach Aggravating Factors.

Based on the information presented and the information contained in Section IV, the hearing panel finds that the following aggravating factor applies to assistant swimming and diving coach:

- **Aggravating Factor 19.9.3-(i). One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete.**

The violations in this case attributable to assistant swimming and diving coach caused substantial harm to diving prospective student-athlete No. 1. The impermissible participation in the local sports club led to a discontinuance or delay in diving prospective student-athlete No. 1's training for the national team tryout.

Based on the information presented and the information contained in Section IV, the hearing panel concludes that no additional aggravating factors apply to assistant swimming and diving coach. Specifically, the hearing panel declines to find that the following aggravating factors apply:

- (a) Aggravating Factor 19.9.3-(h). Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.**

The hearing panel concludes that aggravating factor 19.9.3-(h), which requires a finding that a person of authority condoned, participated in, or negligently disregarded the violation or wrongful conduct, is not an aggravating factor. The Complex Case Unit

alleged in a conclusory fashion that assistant swimming and diving coach was a person of authority, but provided no information on which the hearing panel could base a finding that he had any authority, including, but not limited to, the authority to hire, fire, or even to approve the recruitment of prospective student-athletes. On this basis, the hearing panel concludes that assistant swimming and diving coach was not a person of authority so as to warrant the application of this aggravating factor.

(b) Aggravating Factor 19.9.3-(j). Conduct or circumstances demonstrating an abuse of position of trust.

Assistant swimming and diving coach occupied a position of trust with prospective student-athletes and student-athletes. However, his conduct was not egregious enough to warrant application of this aggravating factor.

(9) Assistant Swimming and Diving Coach Mitigating Factors.

Based on the information presented and the information contained in Section IV, the hearing panel finds that the following mitigating factor applies to assistant swimming and diving coach:

- **Mitigating Factor 19.9.4-(h). The absence of prior conclusions of Level I, Level II or major violations.**

Assistant swimming and diving coach has no prior conclusions of any violations of the NCAA constitution or bylaws.

Based on the information presented and the information contained in Section IV, the hearing panel finds that no other mitigating factors apply to assistant swimming and diving coach.

In weighing the aggravating and mitigating factors, the hearing panel determined the case to be Level II-Mitigated for assistant swimming and diving coach.

(10) Head Swimming and Diving Coach.

(a) Aggravating Factors – not applicable.

(b) Mitigating Factors – not applicable.

b. Core Penalties.

(1) Arizona - Level I-Standard Case (Bylaw 19.9.5).

The hearing panel declines to apply a competition penalty, financial penalty or scholarship reduction penalty to the women's swimming and diving program. Further, as it relates to recruiting penalties for the women's swimming and diving program, the hearing panel is deviating from the penalty guidelines range in Figure 19-1. Pursuant to Bylaw 19.9.6, the hearing panel has departed from the core penalty range for Level I-Standard cases due to the following extenuating circumstance: the violations in men's basketball were more egregious than those in women's swimming and diving.

(a) Competition Penalties. Pursuant to Bylaw 19.9.5.1:

During the 2020-21 academic year, the men's basketball program ended its season with the last regular-season contest and did not participate in postseason conference or NCAA tournament competition (self-imposed).

(b) Financial Penalties. Pursuant to Bylaw 19.9.5.2:

A financial penalty fine in the amount of \$5,000 plus 1% of its average men's basketball budget based on the average of the men's basketball program's previous three total budgets (self-imposed).²⁵ The hearing panel declines to apply a financial penalty to the women's swimming and diving program. Pursuant to Bylaw 19.9.6, the hearing panel departed from the core penalty range due to the extenuating circumstance that the men's basketball violations were of a more egregious nature compared to the women's swimming and diving violations.

(c) Scholarship Reductions. Pursuant to Bylaw 19.9.5.3:

Reduce the total number of athletics awards in the sport of men's basketball for the incoming class of the 2023-24 academic year by

²⁵ At a minimum, a sport program's total budget shall include (1) all contractual compensation, including salaries, benefits, and bonuses paid by the institution or related entities for coaching, operations, administrative and support staff associated with the sport program; (2) all recruiting expenses; (3) all team travel, entertainment, and meals; (4) all expenses associated with equipment, uniforms, and supplies; (5) game expenses; and (6) any guarantees paid associated with the sport program. The total budget calculation shall not include any severance payments associated with a sport program's former coaching staff members.

one (the first available opportunity) from the permissible total of 13, or if a scholarship becomes available, at the time of such availability, if prior to the 2022-23 academic year (self-imposed).

(d) Recruiting Restrictions for Men’s Basketball. Pursuant to Bylaw 19.9.5.6:

- i. A two-week ban on all campus visits (March 2022) (self-imposed).
- ii. Reduce the number of official visits by 10% for the 2021-22 academic year (based on rolling two-year period) (self-imposed).
- iii. A 15-day reduction in the number of recruiting person days for the 2021-22 academic year (self-imposed). In addition, a two-day reduction in the number of recruiting person days for the 2022-23 academic year.
- iv. A seven-week recruiting communication (telephone and written correspondence) ban for the 2022-23 academic year.

(e) Recruiting Restrictions for Women’s Swimming and Diving. Pursuant to Bylaw 19.9.5.6:

- i. A one-week ban on unofficial visits for the 2022-23 academic year.
- ii. Reduce the number of official visits by 1% for the 2022-23 academic year, based on the average number provided during the previous four years.
- iii. Suspend off-campus recruiting for a one-week period during the 2022-23 academic year.
- iv. A one-week recruiting communication (telephone and written correspondence) ban for the 2022-23 academic year.

(f) Probation. Pursuant to Bylaw 19.9.5.7:

- i. Three years of probation (December 14, 2022, to December 13, 2025).

- ii. During the period of probation, Arizona shall:
- (1) Require all members of the compliance staff to attend NCAA Regional Rules Seminar in each year of the probation period. At a minimum, the attendees shall attend sessions related to infractions, unethical conduct, recruiting, benefits to student-athletes and prospective student-athletes, and best practices regarding compliance programs. Further, the compliance staff shall share and disseminate information it learned to the other members of the athletics department, including coaching staff. Information regarding Regional Rules Seminars attendance and the dissemination of information learned shall be included in the institution's compliance report.
 - By April 1, 2023, 2024 and 2025, Arizona shall file with the NCAA Office of Committees on Infractions a plan outlining who will attend the Regional Rules Seminars and how information learned from the Regional Rules sessions will be distributed to the other members of the athletics compliance office.
 - (2) During the period of probation, inform all men's basketball and women's swimming and diving prospective student-athletes in writing that the institution is on probation for three years, and detail the violations committed. If a prospective student-athlete takes an official paid visit, the information regarding violations, penalties, and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospective student-athlete signs a National Letter of Intent.
 - (3) During the period of probation, publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous

link to the public infractions report located on the athletics department's main or "landing" webpage. The information shall also be included in media guides and in an alumni publication. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the infractions case; and (iii) provide a clear indication of what occurred in the infractions case. A statement that refers only to the probationary period with no further explanation is not sufficient.

- (4) Following the submission of the final compliance report and prior to the conclusion of probation, president of Arizona shall provide a letter to the Committee on Infractions affirming that Arizona's current athletics policies and practices conform to all requirements of NCAA regulations.

(2) Former Head Men's Basketball Coach – not applicable.

(3) Former Assistant Men's Basketball Coach No. 1 – Level I-Aggravated Case (Bylaw 19.9.5).

Pursuant to Bylaw 19.9.5.4: show-cause order. Former assistant men's basketball coach No. 1 committed multiple violations. He arranged for a fraudulent academic transcript for basketball prospective student-athlete No. 1. He accepted cash bribes in exchange for his efforts to promote the use of services by business management company to student-athletes who turn professional upon graduation. He did not cooperate with the investigation into this matter, failing to provide requested records and providing false answers in his interview. His actions were willful, intentional and unethical, and threatened the integrity of the NCAA Collegiate Model. Therefore, former assistant men's basketball coach No. 1 will be informed in writing by the NCAA that the hearing panel prescribes a 10-year show-cause order pursuant to Bylaw 19.9.5.4 that shall run from December 14, 2022, to December 13, 2032. Should former assistant men's basketball coach No. 1 be employed or affiliated in an athletically related position at another NCAA member institution during the 10-year period, that employing institution shall provide to the Committee on Infractions information as to why restrictions on all athletically related activity should not apply.

(4) Former Assistant Men’s Basketball Coach No. 2 – Level II-Aggravated Case (Bylaw 19.9.5).

Pursuant to Bylaw 19.9.5.4: show-cause order. Former assistant men’s basketball coach No. 2 provided an impermissible benefit to basketball student-athlete No. 3, as set forth in allegation No. 3. He instructed basketball student-athlete No. 1 to make impermissible recruiting contacts, as set forth in allegation No. 5. His instruction to basketball student-athlete No. 3 to delete a text message thread violated general principles of honesty and sportsmanship. Therefore, former assistant men’s basketball coach No. 2 will be informed in writing by the NCAA that the hearing panel prescribes a two-year show-cause order pursuant to Bylaw 19.9.5.4 that shall run from December 14, 2022, to December 13, 2024.

Should former assistant men’s basketball coach No. 2 be employed or affiliated in an athletically related position at another NCAA member institution during the two-year period, that employing institution shall provide to the Committee on Infractions information as to why restrictions on all athletically related activity should not apply.

(5) Assistant Swimming and Diving Coach – Level II-Mitigated Case (Bylaw 19.9.5).

(a) Pursuant to Bylaw 19.9.5.4: show-cause order. Assistant swimming and diving coach committed multiple violations. Diving prospective student-athlete Nos. 1 and 2 participated in impermissible tryouts while training at Club No. 3 with assistant swimming and diving coach. However, assistant swimming and diving coach did not knowingly commit the violations and his actions were not willful, intentional or unethical. These violations likely resulted from his lack of knowledge of NCAA legislation and/or sloppiness on his part. Therefore, assistant swimming and diving coach will be informed in writing by the NCAA that the hearing panel prescribes a one-year show-cause order pursuant to Bylaw 19.9.5.4.

(b) The show-cause period shall run from December 14, 2022, to December 13, 2023. The terms of the show-cause order are as follows:

i. During the period of the show-cause order assistant swimming and diving coach is prohibited from participating in any off-campus recruiting activities for six months as determined by Arizona.

- ii. During the period of the show-cause order, assistant swimming and diving coach shall attend one Regional Rules Seminar.

(6) Head Swimming and Diving Coach – not applicable.

c. Additional Penalties. Pursuant to Bylaw 19.9.7, the hearing panel prescribes the following additional penalties for Arizona:

(1) Public reprimand and censure.

(2) Vacation of team and individual records.

Basketball student-athlete No. 1 and basketball student-athlete No. 3 competed while ineligible as a result of impermissible inducements or benefits. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3, Arizona shall vacate all regular season and conference tournament wins, records and participation in which basketball student-athlete No. 1 competed in the 2016-17 and 2017-18 seasons. In addition, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3, Arizona shall vacate any wins, records, and participation related to basketball student-athlete No. 3's participation in the two foreign tour contests in August of 2017.

Further, if basketball student-athlete No. 1 participated in NCAA postseason competition at any time that he was ineligible, Arizona's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of ineligible basketball student-athlete No. 1 shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, Arizona's records regarding its men's basketball program, as well as the records of its former head men's basketball coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media, plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected former head men's basketball coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear.

Any trophies awarded by the NCAA in the affected sport program shall be returned to the Association.

Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the institution's media relations director (or other designee as assigned by the director of athletics) must contact NCAA media coordination and statistics and appropriate conference officials to identify the specific student-athletes and contests impacted by the penalties. In addition, the institution must provide media coordination and statistics with a written report detailing those discussions. This written report will be maintained in the permanent files of media coordination and statistics. This written report must be delivered to media coordination and statistics no later than 14 days following the release of this decision. A copy of the written report shall also be delivered to the NCAA hearing operations staff at the same time.

INDEPENDENT RESOLUTION PANEL
HEARING PANEL

Dana Welch, chief panel member
Joan Cronan
Hugh Fraser
Bruce Meyerson

APPENDIX ONE

Arizona has imposed the following penalties and corrective actions based on the acknowledged violations in the amended notice of allegations:

- Immediately suspended former assistant men's basketball coach No. 1 without pay within hours of his September 2017 arrest and terminated his employment shortly thereafter.
- Affirmatively suspended former assistant men's basketball coach No. 2 without pay following discovery of his involvement in allegation No. 3 and immediately began the termination process following the determination that he violated Bylaw 10.1 during a NCAA interview concerning allegation No. 1-(b).
- Affirmatively withheld the student-athlete involved in allegation No. 3 until the investigation into his eligibility could be completed and, ultimately, restored.
- Affirmatively imposed a postseason ban in men's basketball for the 2020-2021 season;
- Affirmatively imposed a reduction of one scholarship in men's basketball for the 2021-22 season.
- Affirmatively imposed a two-week ban on all campus visits (March 2022).
- Affirmatively reduced its allowable official visits by 10% for the 2021-22 academic year (based on rolling two-year period).
- Affirmatively reduced its allowable recruiting days by 15 for the 2021-22 academic year.
and
- Will pay a financial penalty of \$5,000 plus 1% of the budget of the men's basketball program in accordance with governing Internal Operating Procedures and Bylaw 19.9.5.2.

APPENDIX TWO

This Appendix includes the relevant NCAA bylaws and portions of the NCAA Constitution.

Constitution 2.1.1 Responsibility for Control (2015-16 through 2019-20)

It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's president or chancellor is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures. (Revised: 3/8/06)

Constitution 2.8.1 Responsibility of Institution (2015-16 through 2019-20)

Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to ensure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

Constitution 6.01.1 Institutional Control (2015-16 through 2019-20)

The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

Bylaw 10.01.1 Honesty and Sportsmanship (2015-16 through 2018-19)

Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

Bylaw 10.1 Unethical Conduct (2015-16)

Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following: (Revised: 1/10/90, 1/9/96, 2/22/01, 8/4/05, 4/27/06, 1/8/07, 5/9/07, 10/23/07, 5/6/08, 1/16/10, 10/5/10) (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution; (b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete; (c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid; (d) Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a

possible violation of an NCAA regulation; (e) Receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or a representative of an agent or advisor (e.g., "runner"); (f) Knowing involvement in providing a banned substance or impermissible supplement to student-athletes, or knowingly providing medications to student-athletes contrary to medical licensure, commonly accepted standards of care in sports medicine practice, or state and federal law. This provision shall not apply to banned substances for which the student-athlete has received a medical exception per Bylaw 31.2.3.2; however, the substance must be provided in accordance with medical licensure, commonly accepted standards of care and state or federal law; (g) Failure to provide complete and accurate information to the NCAA, the NCAA Eligibility Center or an institution's admissions office regarding an individual's academic record (e.g., schools attended, completion of coursework, grades and test scores); (h) Fraudulence or misconduct in connection with entrance or placement examinations; (i) Engaging in any athletics competition under an assumed name or with intent to otherwise deceive; or (j) Failure to provide complete and accurate information to the NCAA, the NCAA Eligibility Center or the institution's athletics department regarding an individual's amateur status.

Bylaw 10.1 Unethical Conduct (2016-17 through 2021-22)

Unethical conduct by a prospective student-athlete or student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if the individual does not receive compensation for such work, may include, but is not limited to, the following: (Revised: 1/10/90, 1/9/96, 2/22/01, 8/4/05, 4/27/06, 1/8/07, 5/9/07, 10/23/07, 5/6/08, 1/16/10, 10/5/10, 4/28/16 effective 8/1/16) (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution; (b) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid; (c) Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation; (d) Receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or a representative of an agent or advisor (e.g., "runner"); (e) Knowing involvement in providing a banned substance or impermissible supplement to student-athletes, or knowingly providing medications to student-athletes contrary to medical licensure, commonly accepted standards of care in sports medicine practice, or state and federal law. This provision shall not apply to banned substances for which the student-athlete has received a medical exception per Bylaw 18.4.1.4.8; however, the substance must be provided in accordance with medical licensure, commonly accepted standards of care and state or federal law; (f) Engaging in any athletics competition under an assumed name or with intent to otherwise deceive; or (g) Failure to provide complete and accurate information to the NCAA, the NCAA Eligibility Center or the institution's athletics department regarding an individual's amateur status.

Bylaw 11.1.1.1 Responsibility of Head Coach (2015-16 through 2018-19)

An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach. (Adopted: 4/28/05, Revised: 10/30/12, 7/16/14)

Bylaw 11.1.3 Representing Individuals in Marketing Athletics Ability/Reputation (2016-17 and 2017-18)

Staff members of the athletics department of a member institution shall not represent, directly or indirectly, any individual in the marketing of athletics ability or reputation to an agent, a professional sports team or a professional sports organization, including receiving compensation for arranging commercial endorsements or personal appearances for former student-athletes, except as specified in Bylaw 11.1.3.1, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services. (Revised: 1/10/92, 1/11/94)

Bylaw 12.1.2.1.6 Preferential Treatment, Benefits or Services (2018-19)

Preferential treatment, benefits or services because of the individual's athletics reputation or skill or pay-back potential as a professional athlete, unless such treatment, benefits or services are specifically permitted under NCAA legislation. [R] (Revised: 1/11/94, 1/14/08)

Bylaw 12.11.1 Obligation of Member Institution to Withhold Student-Athlete from Competition (2016-17 and 2017-18)

If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 12.12 if it concludes that the circumstances warrant restoration. (Revised: 7/31/14)

Bylaw 13.1.2.1 General Rule (2015-16 and 2016-17)

All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's relatives or legal guardians shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section. [D] (Revised: 8/5/04, 10/30/14)

Bylaw 13.1.2.1 General Rule (2018-19)

All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's family members shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an

institution's athletics interests is prohibited except as otherwise permitted in this section. [D] (Revised: 8/5/04, 10/30/14, 4/25/18)

Bylaw 13.1.2.7 Student-Athletes and Other Enrolled Students (2015-16 and 2016-17)

The following conditions apply to recruiting activities involving enrolled student-athletes and other enrolled students: [D] (Revised: 8/5/04, 5/29/08, 4/26/12, 6/23/15) (a) Off-Campus Contacts. Off-campus in-person contact between an enrolled student-athlete (or an enrolled student) and a prospective student-athlete is permissible, provided such contact does not occur at the direction of an institutional staff member. (b) Transportation and Expenses. An institution may not provide an enrolled student-athlete (or enrolled student) with transportation or expenses to recruit a prospective student-athlete except for those expenses specified in Bylaw 13.6.7.5 when the student-athlete serves as a student host. (c) Written Correspondence. It is permissible for an enrolled student-athlete (or enrolled student) to engage in written correspondence, provided it is not done at the direction or expense of the member institution.

Bylaw 13.2.1 General Regulation (2015-16)

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, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her relatives or friends is not a violation of NCAA legislation if it is determined that the same benefit is generally available to the institution's prospective students or their relatives or friends or to a particular segment of the student body (e.g., international students, minority students) determined on a basis unrelated to athletics ability. [R] (Revised: 10/28/97, 11/1/00, 3/24/05)

Bylaw 13.11.1 Prohibited Activities (2018-19)

A member institution, on its campus or elsewhere, shall not conduct (or have conducted on its behalf) any physical activity (e.g., practice session or test/tryout) at which one or more prospective student-athletes (as defined in Bylaws 13.11.1.1 and 13.11.1.2) reveal, demonstrate or display their athletics abilities in any sport except as provided in Bylaws 13.11.2 and 13.11.3.[D] (Revised: 8/5/04, 1/17/09)

Bylaw 13.11.2.4 Local Sports Clubs - Sports Other than Basketball (2018-19)

In sports other than basketball, an institution's coach may be involved in any capacity (e.g., as a participant, administrator or in instructional or coaching activities) in the same sport for a local sports club or organization located in the institution's home community, provided all prospective student-athletes participating in said activities are legal residents of the area (within a 50-mile radius of the institution). In all sports, an institution's coach may be involved in any capacity (e.g., as a participant, administrator or in instructional or coaching activities) in a sport other than the coach's sport for a local sports club or organization located in the institution's home community, provided all prospective student-athletes participating in said activities are legal

residents of the area (within a 50-mile radius of the institution). Further, in clubs or organizations involving multiple teams or multiple sports, the 50-mile radius is applicable only to the team with which the institution's coach is involved; however, it is not permissible for the coach to assign a prospective student-athlete who lives outside the 50-mile area to another coach of the club. A coach also may be involved in activities with individuals who are not of a prospective student-athlete age, regardless of where such individuals reside. (In women's volleyball and women's beach volleyball, see Bylaws 13.1.7.9 and 13.1.7.10, respectively, for regulations relating to a coach's involvement with a local sports club and the permissible number of evaluation days.) [D] (Revised: 1/10/90, 1/16/93, 9/6/00, 4/25/02 effective 8/1/02, 5/11/05, 7/31/15)

Bylaw 14.1.2.1 Pre-Enrollment Academic Misconduct (2017-18)

A prospective student-athlete, student-athlete, representative of athletics interests or a current or former institutional staff member shall not: (Adopted: 4/28/16 effective 8/1/06, Revised: 4/26/17 effective 8/1/17) (a) Arrange for a false or inaccurate academic record (e.g., courses, grades, credits, transcripts, test scores) for a prospective student-athlete; or (b) Provide false, inaccurate or incomplete information to the NCAA or an institution regarding a prospective student-athlete's academic record.

Bylaw 15.01.5 Eligibility of Student-Athletes for Institutional Financial Aid (2016-17 and 2017-18)

A student-athlete must meet applicable NCAA (see Bylaw 14), conference and institutional regulations to be eligible for institutional financial aid. If these regulations are met, the student-athlete may be awarded institutional financial aid during any term in which a student-athlete is in regular attendance [was enrolled initially in a minimum full-time program of studies as defined by the certifying institution during that term (see Bylaw 14.2.2.1.3 for final term exception and Bylaw 15.2.8 for summer-term exception)] under the following circumstances: (Revised: 6/8/99, 1/9/06 effective 8/1/07, 10/27/11)(a) The student-athlete is an undergraduate with eligibility remaining under Bylaw 12.8 (five-year rule); or(b) The student-athlete is a graduate student eligible under Bylaw 14.6 . [Note: See Bylaw 13.1.1.3 for the financial aid implications in the prohibition against contacting student-athletes of another four-year collegiate institution without permission of that institution's athletics director. See Bylaw 14.5.5.4 for financial aid implications related to the academic eligibility of four-year college transfers.]

Bylaw 16.8.1 Permissible (2016-17 and 2017-18)

An institution, conference or the NCAA may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition. [D] (Revised: 1/19/13 effective 8/1/13, 8/7/14)

Bylaw 16.11.2.1 General Rule (2016-17)

The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation. [R] (Revised: 1/19/13 effective 8/1/13)

Bylaw 16.11.2.2 Other Prohibited Benefits (2016-17)

An institutional employee or representative of the institution's athletics interests may not provide a student-athlete with extra benefits or services, including, but not limited to:[R] (a) A loan of money; (b) A guarantee of bond; (c) An automobile or the use of an automobile; (d) Transportation (e.g., a ride home with a coach), except as permitted in Bylaw 16.9.1, even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense; or (e) Signing or co-signing a note with an outside agency to arrange a loan.

Bylaw 19.2.3 Responsibility to Cooperate (2016-17 through 2021-22)

Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objectives of the Association and its infractions program. The responsibility to cooperate requires institutions and individuals to protect the integrity of investigations and to make a full and complete disclosure of any relevant information, including any information requested by the enforcement staff or relevant committees. Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to report instances of noncompliance to the Association in a timely manner and assist in developing full information to determine whether a possible violation has occurred and the details thereof. (Adopted: 11/1/07 effective 8/1/08, Revised: 10/30/12 effective 8/1/13, 7/31/14)

Bylaw 31.2.2.3 Participation While Ineligible (2016-17 and 2017-18)

When a student-athlete competing as an individual or representing the institution in a team championship is declared ineligible following the competition, or a penalty has been prescribed or action taken as set forth in Bylaw 19.9.7 -(g) or 19.13, the Committee on Infractions may require the following: (Revised: 8/15/89, 4/26/01, 7/31/14) (a) Individual Competition. The individual's performance may be stricken from the championships records, the points the student has contributed to the team's total may be deleted, the team standings may be adjusted accordingly, and any awards involved may be returned to the Association. For those championships in which individual results are recorded by time, points or stroke totals (i.e., cross country, golf, gymnastics, indoor track and field, outdoor track and field, rifle, swimming and skiing), the placement of other competitors may be altered and awards presented accordingly. For those championships in which individual results are recorded by advancement through a bracket or head-to-head competition, the placement of other competitors shall not be altered. (b) Team Competition. The record of the team's performance may be deleted, the team's

place in the final standings may be vacated, and the team's trophy and the ineligible student's award may be returned to the Association.

Bylaw 31.2.2.4 Institutional Penalty for Ineligible Participation (2016-17 and 2017-18)

When an ineligible student-athlete participates in an NCAA championship and the student-athlete or the institution knew or had reason to know of the ineligibility, the Committee on Infractions may assess a financial penalty. (Revised: 4/26/01 effective 8/1/01)