

NOTE: In section VII.b.(2) on Page No. 106, the first bullet has been updated to change "evaluation and/or contact period" to "recruiting period(s)."

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

JUNE 22, 2023

PUBLIC INFRACTIONS DECISION

Case No. 00909

Louisiana State University

Baton Rouge, Louisiana

TABLE OF CONTENTS

Introduction.....	1
Procedural History	5
Statement of Facts.....	10
Analysis.....	42
Violations.....	88
Violations Not Demonstrated	94
Penalties	96
Self-Imposed Penalties and Corrective Actions	APPENDIX ONE
NCAA Constitution and Bylaw Text.....	APPENDIX TWO

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 13 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 February 6 through 8, 2023, four members of the Independent Resolution Panel heard this case in person.¹

b. Basis of the Louisiana State University Infractions Case.

(1) Overview of the Football Allegations.

The conduct at issue in the football portion of this infractions case related to the provision of impermissible benefits from representatives of athletics interests for LSU and an impermissible recruiting contact. A portion of the football conduct in this infractions case resulted from a federal

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

criminal investigation of a money-laundering scheme perpetrated by representative of athletics interests No. 1, the former president of Foundation. The Complex Case Unit also alleged that LSU failed to exercise institutional control and monitor the football program.

(2) Overview of the Men’s Basketball Allegations.

In the fall of 2017, the U.S. Attorney’s Office for the Southern District of New York unearthed a 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.

On September 26, 2017, the SDNY 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 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.

During federal basketball corruption trials in October 2018 and April 2019, the government presented information that business manager believed former head men’s basketball coach may be willing to provide money to finance offers and/or provide cash payments to men’s basketball prospective and/or current student-athletes, their families, individuals associated with prospective student-athletes or student-athletes and/or their nonscholastic coaches in exchange for steering the prospective student-athletes and/or student-athletes to business manager’s business management company when they turned professional. Former head men’s basketball coach, however, was never charged in the SDNY case.

A portion of the conduct at issue in the men’s basketball portion of this infractions case related to an article *Yahoo! Sports* released March 7, 2019, containing references to a 2017 wiretapped phone conversation in which former head men’s basketball coach and business manager discussed the recruitment of basketball prospective student-athlete No. 2, which the Complex Case Unit used as a basis for an allegation that former head men’s basketball coach violated the principles of ethical conduct and/or offered recruiting inducements in the form of cash payments and job offers to secure basketball prospective student-athlete No. 2’s commitment to the LSU men’s basketball program.

This case also centers on allegations that former head men's basketball coach made impermissible cash payments to the former fiancée of former men's basketball student-athlete at NCAA Division I Institution A to buy her silence regarding prior and current recruiting inducements and extra benefits to prospective student-athletes or student-athletes.

Other allegations concern: (1) former assistant men's basketball coach No. 1, with the knowledge of former head men's basketball coach, violated the principles of ethical conduct and/or provided recruiting inducements to basketball prospective student-athlete No. 1 and/or his family members or associates in order to secure his commitment to LSU; (2) former head men's basketball coach paid former men's basketball student-athlete at NCAA Division I Institution A for his services as an impermissible recruiter for basketball prospective student-athlete No. 4; and (3) former head men's basketball coach and former assistant men's basketball coach No. 1 had an impermissible in-person contact with parents of basketball prospective student-athlete No. 3 on the same day that basketball prospective student-athlete No. 3 competed in basketball state finals competition.

The Complex Case Unit also alleged that former head men's basketball coach failed to cooperate, failed to promote an atmosphere of compliance and failed to monitor his staff. The Complex Case Unit further alleged that LSU failed to exercise institutional control and monitor the men's basketball program.

c. Overview of Violations Found in the Case.

This case consists of 11 allegations of violations that occurred from 2012 through 2020 in the football and men's basketball programs.

The Complex Case Unit alleged impermissible benefits provided by representatives of athletics interests for LSU and impermissible recruiting contacts in the football program. The Complex Case Unit also alleged violations of the principles of ethical conduct, impermissible inducements and impermissible recruitment in the men's basketball program. Further, the Complex Case Unit alleged that LSU failed to exercise institutional control and monitor the conduct and administration of its football and men's basketball programs.

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

(1) Football Program.

- (a) Representative of athletics interests No. 1 provided impermissible benefits to the parents of former football student-athlete No. 1, which the hearing panel finds to be a Level I violation. [Allegation No. 1]
- (b) Representative of athletics interests No. 2 provided impermissible benefits to football student-athletes, which the hearing panel finds to be a Level II violation. [Allegation No. 2]
- (c) The former head football coach had an impermissible recruiting contact with a 2020 football prospective student-athlete, which the hearing panel finds to be a Level III violation. [Allegation No. 3]
- (d) LSU failed to monitor the activities of representatives of athletics interests in its football program, which the hearing panel finds to be a Level II violation. [Allegation No. 11]

(2) Men's Basketball Program.

- (a) Former head men's basketball coach acted unethically when he made payment to former fiancée and failed to report former fiancée's allegations and threats, which the hearing panel finds to be a Level I violation. [Allegation No. 5]
- (b) Former men's basketball student-athlete at NCAA Division I Institution A acted as an impermissible recruiter, which the hearing panel finds to be a Level II violation. [Allegation No. 7]
- (c) Former head men's basketball coach and former assistant men's basketball coach No. 1 had impermissible contact with parents of men's basketball student-athlete No. 3, which the hearing panel finds to be a Level III violation. [Allegation No. 8]
- (d) Former head men's basketball coach failed to timely produce records to the NCAA enforcement staff and the Complex Case Unit and provided false or misleading information to the Complex Case Unit, which the hearing panel finds to be a Level I violation. [Allegation No. 9]

- (e) Former head men's basketball coach failed to promote an atmosphere of compliance, which the hearing panel finds to be a Level I violation. [Allegation No. 10]
- (f) LSU failed to monitor the activities of individuals recruiting on behalf of LSU in its men's basketball program, which the hearing panel finds to be a Level II violation. [Allegation No. 11]

II. PROCEDURAL HISTORY

This case involved a protracted investigation that included multiple procedural requests. This section covers only the most significant procedural developments in this infractions case. The complete procedural history summary is available at <https://iarpc.org/referred-cases/louisiana-state-university/>.

After this infractions case was referred to the Independent Accountability Resolution Process, the chief panel member resolved several procedural issues related to the production of records. On April 7, 2021, the chief panel member held a status conference during which the production of records was discussed. The chief panel member and parties agreed to the following dates and deadlines regarding the production of records:

- a. By April 21, 2021, the parties and counsel No. 1 for former head men's basketball coach,² were required to notify the chief panel member regarding their discussions concerning the discovery issue related to former head men's basketball coach.
- b. By April 28, 2021, the parties were required to notify the chief panel member of any anticipated delays regarding the production of records by and interviews of former assistant men's basketball coach No. 1 and assistant men's basketball coach. Further, if there were any new issues that could impact the completion of the investigation, those issues should have been identified for the chief panel member.

On April 23, 2021, the Complex Case Unit and former head men's basketball coach's counsel met and conferred. That same day, the Complex Case Unit notified the chief panel member that “[d]espite the best efforts of the CCU and counsel to reach a resolution, we were unable to do so.” On April 28, 2021, counsel No. 2 for former head men's basketball coach submitted to the chief panel member a request for remedial

² Former head men's basketball coach did not become an involved individual as defined by NCAA legislation in this infractions case until the issuance of the notice of allegations. However, because of his position as head men's basketball coach at LSU at the time, certain pre-hearing procedural issues necessitated his involvement and required notification to his counsel.

measures concerning the following: (1) the disclosure of documents claimed by former head men's basketball coach to be privileged under applicable law; and (2) the request by the Complex Case Unit for access to additional documents that former head men's basketball coach had marked "Not Responsive." On May 11, 2021, the Complex Case Unit provided its response to former head men's basketball coach's arguments and remedies. Additionally, former head men's basketball coach requested that the chief panel member hold a status conference to discuss these procedural issues.

Then May 20, 2021, the chief panel member conducted a pre-hearing procedural issues conference on three procedural issues. The three pre-hearing procedural issues discussed were: (1) whether documents produced by former head men's basketball coach and subsequently accessed by the Complex Case Unit are protected by certain legal privileges; (2) whether the review of the Protected Data Log and use of the Recalled Log was improper; and (3) whether the Complex Case Unit should have access to documents that former head men's basketball coach previously noted as "Not Responsive" and, if so, the process by which those documents should be produced to the Complex Case Unit.

On June 15, 2021, the chief panel member issued a resolution of procedural issues report related to the May 20, 2021, pre-hearing procedural issues conference. The chief panel member resolved as follows:

- a. Insufficient evidence had been presented to warrant the disqualification of Complex Case Unit, or any of its employees or other representatives on the Complex Case Unit, from this investigation.
- b. The communications between former head men's basketball coach and his attorney shall be considered privileged and not disclosed in these proceedings, absent a waiver of the attorney-client privilege by former head men's basketball coach. However, insofar as other privileges recognized in judicial proceedings may impede the infractions process, those privileges are not recognized in the NCAA legislation and do not apply to these proceedings.
- c. The parties were required to continue using e-discovery vendor as the document data host vendor.
- d. For the production of 63,500 documents marked "Non-Responsive," the Complex Case Unit and former head men's basketball coach should confer for the purpose of discussing an agreed upon filter and/or search terms and determine which of the 63,500 documents categorized as "Not Responsive" by former head men's basketball coach could be relevant to the Complex Case Unit's request or subject to attorney-client privilege. The chief panel member required the appropriate documents, data or records to be produced to the Complex Case Unit

promptly, but no later than 10-calendar days from the date of the June 15, 2021, resolution.

- e. The Protected Data Log would include all protected or withheld records. former head men's basketball coach's legal counsel would create a final version of the Protected Data Log and provide it to the Complex Case Unit within five business days after receipt of the June 15, 2021, resolution.
- f. Any further disagreements between former head men's basketball coach and the Complex Case Unit, including issues related to the Protected Data Log and Recalled Log, should be promptly submitted to the chief panel member for resolution.

On July 26, 2021, the chief panel member held a case management plan status conference with the parties and counsel No. 2 for former head men's basketball coach. One topic of discussion was the continued dispute regarding the production of certain documents then in former head men's basketball coach's possession. During the case management plan status conference, the parties and former head men's basketball coach's counsel agreed to certain deadlines.

On August 16, 2021, the chief panel member conducted a pre-hearing procedural issues conference on two procedural issues: (1) whether the modifications approved by the NCAA Division I Board of Directors August 4, 2021, regarding the Independent Accountability Resolution Process, applied to this infractions case; and (2) whether former head men's basketball coach was required to release and produce to the Complex Case Unit previously withheld records that were not protected by the attorney-client privilege and records that the Complex Case Unit requested February 19, 2021, and May 7, 2021.

On August 20, 2021, the chief panel member issued a resolution of procedural issues report related to the August 16, 2021, pre-hearing procedural issues conference. The chief panel member resolved as follows:

- a. The legislative modification regarding the ability for the Complex Case Unit to conduct supplemental investigation approved by the Board of Directors August 4, 2021, did not apply to this infractions case. The immediate effective date of that legislative modification was intended to be prospective and there was no indication that the legislative changes should be applied retroactively. Further, the legislative modification was intended to only apply to cases that were referred to the Independent Accountability Resolution Process after the issuance of a notice of allegations by the enforcement staff. This case was referred to the Independent Accountability Resolution Process before the issuance of a notice of allegations by the enforcement staff. Finally, the Complex Case Unit conducted

the supplemental investigation in accordance with the amended case management plan the chief panel member approved July 29, 2021.

- b. The parties had disagreements regarding the scope of privilege relating to the communications and documents. The chief panel member declined to resolve the legal positions of the parties with respect to privilege beyond what he had resolved previously in his resolution of procedural issues report dated June 15, 2021. The parties understood, and the chief panel member agreed, that former head men's basketball coach's release of the communications and documents did not constitute a waiver of any privilege or previously asserted objections. Further, the chief panel member set a deadline of August 27, 2021, for former head men's basketball coach to produce the communications and documents noted below. Unless otherwise noted below, former head men's basketball coach was directed to produce, over his objections, the following information:
- (1) The communications between former head men's basketball coach and former director of athletics should be released to the Complex Case Unit.
 - (2) The communications between former head men's basketball coach and his wife, should be produced simultaneously to the Complex Case Unit and the chief panel member, as follows:
 - (a) A production of the communications to the Complex Case Unit, containing redactions that former head men's basketball coach believes are personal and not relevant to this infractions case.
 - (b) A production of the communications without redactions to the chief panel member.

Further, the chief panel member permitted the Complex Case Unit to ask him to review the redacted portions of the communications to determine the relevancy of the communications and whether the unredacted portions should be released. The parties agreed that they would be bound by the chief panel member's determinations if he was requested to review the communications, and the parties were not permitted to submit further objections or challenges. Moreover, the parties stipulated that any review of the communications by the chief panel member should not in any way constitute a basis to challenge or disqualify him from serving on the hearing panel or in the capacity as chief panel member in this infractions case.

- (3) Former head men's basketball coach should produce the requested communications between former men's basketball student-athlete at NCAA Division I Institution A, and his former fiancée.

- (4) The parties agreed that former head men's basketball coach should produce the requested communications with sports writers, broadcasters and other members of the media.
- (5) The parties agreed that former head men's basketball coach should produce the requested communications with individuals only identified by phone number and not by name.
- (6) The parties agreed to notify the chief panel member, no later than August 23, 2021, regarding the resolution of the Complex Case Unit's records requests from February 19, 2021, and May 7, 2021. Specifically, the parties agreed that former head men's basketball coach should review the redacted portions of the remaining bank statements related to the bank account ending in XXXX. To the extent the parties had remaining disputes regarding the bank statements related to the bank account, the chief panel member required the parties to immediately notify him, no later than August 23, 2021, if an in-camera review of the redactions was necessary by the chief panel member, to resolve the issue. The parties were bound by the chief panel member's determinations if he was requested to review the redacted portions of the bank statements related to the bank account, and the parties were not permitted to submit further objections or challenges. Moreover, any review of the redacted portions of the bank statements related to the bank account by the chief panel member, should not in any way constitute a basis to challenge or disqualify the chief panel member from serving on the hearing panel or in the capacity as chief panel member in this infractions case.

At the hearing, counsel No. 2 for former head men's basketball coach objected to certain information in the Complex Case Unit's presentation which was not a basis for allegation No. 9 as identified in the notice of allegations and moved to strike those portions of the presentation that pertained to the LSU investigation of potential violations. The hearing panel granted the motion in the following respect. The hearing panel did not strike portions of the presentation but limited its consideration to the items specifically set forth in the notice of allegations for allegation No. 9, which does not include information related to LSU's investigation. Specifically, the hearing panel limited its consideration to subsection four with respect to allegation No. 9, which provided:

In addition to the above failures to produce requested documents, [former head men's basketball coach] violated the NCAA principles of ethical conduct and failed to cooperate when, during interviews with the NCAA or the Complex Case Unit on April 12, 2019, October 27-28, 2021, and

December 7, 2021, he knowingly provided false or misleading information to the NCAA enforcement staff and Complex Case Unit regarding his knowledge of and/or involvement in possible violations of an NCAA legislation. Specifically, [former head men’s basketball coach] denied providing the recruiting inducements and other impermissible and/or unethical conduct detailed in Allegation Nos. 4, 5, 6, and 7, and he denied having the impermissible contact detailed in Allegation No. 8.

III. STATEMENT OF FACTS

Most of the underlying facts related to the football program 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. Football.

(1) Representative of Athletics Interests No. 1 Executes a Scheme to Provide Benefits to the Parents of a Football Student-Athlete and Pleads Guilty.

Beginning in or about 2012 and continuing through September of 2018, representative of athletics interests No. 1, the former president of Foundation, was a resident of Baton Rouge, Louisiana, and was employed as president of Foundation, a non-profit organization that supports the hospital system affiliated with Foundation. He was also a representative of athletics interests for LSU as a donor to the Tiger Athletic Foundation and season ticket holder during the timeframe at issue and continued through October 1, 2020.³

Representative of athletics interests No. 1 executed a scheme that included multiple payments to individuals who did little to no work for the Foundation, including the parents of former football student-athlete No. 1. Representative of athletics interests No. 1 did not know former football student-athlete No. 1 or his family until assistant athletic director, football operations referred mother of former football student-athlete No. 1 to representative of athletics interests No. 1 about a possible job. Representative of athletics interests No. 1 met with mother and father of former football student-athlete No. 1 in late 2012 or early 2013 and offered to employ mother of former football student-athlete No. 1 at hospital system affiliated with Foundation and father of former football

³ LSU affirmatively disassociated representative of athletics interests No. 1 for 10 years.

student-athlete No. 1 at Foundation. He arranged for father of former football student-athlete No. 1 to be paid \$3,150 February 16, 2012, followed by recurring monthly payments of \$3,000 as a retainer from the Foundation. He continued this arrangement with father of former football student-athlete No. 1 for nearly five years. Father of former football student-athlete No. 1 worked no more than five events during that time. The total value of the benefits was approximately \$180,150.

On May 29, 2019, after the U.S. government alleged criminal activity related to representative of athletics interests No. 1 that in part covered the abovementioned conduct, representative of athletics interests No. 1 entered into a plea agreement for knowingly executing a scheme to defraud the Foundation and to obtain money from the Foundation through false and fraudulent representations. The U.S. government accepted and agreed to the plea agreement June 3, 2019.

(2) Representative of Athletics Interests No. 2 Provides Cash to Student-Athletes.

On January 13, 2020, following the College Football Playoff National Championship game, representative of athletics interests No. 2, a former student-athlete, provided \$800 and \$500 in cash to student-athlete Nos. 1 and 2, respectively, while on the field immediately following the contest. That same night, at a club in New Orleans, Louisiana, he provided student-athlete Nos. 3 and 4 with \$500 and \$200 in cash, respectively. Effective June 1, 2020, LSU affirmatively banned representative of athletics interests No. 2 from all non-public areas of its athletics facilities for two years, required charitable repayment of all impermissibly received funds and instituted a multi-step approval and educational process for all future recipients of sideline passes.

(3) Former Head Football Coach Has Recruiting Contact with a Prospective Student-Athlete.

On January 17, 2019, LSU's former head football coach met with a 2020 football prospective student-athlete in the office of the football prospective student-athlete's high school coach. The former head football coach engaged in dialogue in excess of a greeting and did not take appropriate steps to immediately terminate the encounter when he discussed recruiting with high school coaches in the presence of the football prospective student-athlete and invited the football prospective student-athlete to LSU's Junior Day. The meeting occurred during an evaluation period prior to July 1 following the football prospective student-athlete's

completion of his junior year. LSU affirmatively self-imposed penalties, including a letter of admonishment and recruiting suspension for its former head football coach, as well as communication and recruiting restrictions.

b. Men’s Basketball.

(1) Former Head Men's Basketball Coach and the Recruitment of Basketball Prospective Student-Athlete No. 2.

LSU hired former head men's basketball coach in March 2017 after he served as the head men’s basketball coach at two other NCAA Division I institutions.⁴ Basketball prospective student-athlete No. 2 was a top prospective student-athlete from Baton Rouge, Louisiana. Prior to former head men's basketball coach becoming the head men’s basketball coach, LSU had already started recruiting basketball prospective student-athlete No. 2. Former head men's basketball coach continued recruiting basketball prospective student-athlete No. 2 after he became the head coach at LSU. He “was frustrated that [basketball prospective student-athlete No. 2] was from Baton Rouge and did not understand why [basketball prospective student-athlete No. 2] did not commit early on.”

In May or June 2017, the FBI on a wiretap captured a conversation between former head men's basketball coach and business manager communicating about basketball prospective student-athlete No. 2. The portions of a wiretapped conversation were disclosed in the publication of a *Yahoo! Sports* article March 19, 2019. Former head men's basketball coach spoke about a “strong-ass offer” he made in the recruitment of basketball prospective student-athlete No. 2 and expressed frustration that a third party affiliated with the recruitment had not yet accepted former head men's basketball coach’s “offer.” Former head men's basketball coach theorized that he had not given a third party a big “enough piece of the pie in the deal” and instead “tilted” the offer toward the prospective student-athlete and his mother. Other pertinent portions of former head men's basketball coach’s communications on the wiretapped conversation in the article were:

- “I was thinking last night on this [basketball prospective student-athlete No. 2] thing.”

⁴ LSU terminated former head men's basketball coach March 12, 2022, after receiving the notice of allegations in this infractions case.

- “I’ll be honest with you, I’m [expletive] tired of dealing with the thing. Like I’m just [expletive] sick of dealing with the [expletive]. Like, this should not be that [expletive] complicated.”
- “I went to him with a [expletive] strong-ass offer about a month ago. [Expletive] strong.”
- “The problem was, I know why he didn’t take it now, it was [expletive] tilted toward the family a little bit.”
- “It was tilted toward taking care of the mom, taking care of the kid. Like it was tilted towards that. Now I know for a fact he didn’t explain everything to the mom. I know now, he didn’t get enough of the piece of the pie in the deal.”
- “It was a [expletive] hell of a [expletive] offer.”
- “Hell of an offer.”

Sometime during LSU’s recruitment of basketball prospective student-athlete No. 2, former head men's basketball coach offered a coaching position on the LSU men’s basketball staff to associate of basketball prospective student-athlete No. 2. Former head men's basketball coach thought associate of basketball prospective student-athlete No. 2 was qualified for the position and could help LSU with basketball prospective student-athlete No. 2’s recruitment and recruiting generally in the state of Louisiana. Former head men's basketball coach orally offered the position to associate of basketball prospective student-athlete No. 2 to assess his interest prior to obtaining formal approval from LSU to finalize a contract with him. Former head men's basketball coach offered associate of basketball prospective student-athlete No. 2 a six-figure salary based on his understanding that he had a pool of money available to hire assistant coaches. Former head men's basketball coach’s offer to associate of basketball prospective student-athlete No. 2 also contained a promise that basketball prospective student-athlete No. 2 “would get the ball from day one, start, and be the face of the program. [Former head men’s basketball coach] was going to build [the] program around [basketball prospective student-athlete No. 2]” and mother of basketball prospective student-athlete No. 2 and brother would have unfettered “access” to the basketball program at LSU. The offer also contained a promise that basketball prospective student-athlete No. 2’s family could attend practices, have access to the locker room after contests and a role for basketball

prospective student-athlete No. 2's brother. Associate of basketball prospective student-athlete No. 2 understood former head men's basketball coach's offer to be for a coaching position on the LSU men's basketball staff. He did not receive any cash payments from former head men's basketball coach in addition to the job offer.

While former head men's basketball coach's offer to associate of basketball prospective student-athlete No. 2 was pending, former head men's basketball coach also had conversations with former assistant men's basketball coach No. 1⁵ about joining the LSU men's basketball coaching staff. Former head men's basketball coach communicated to former assistant men's basketball coach No. 1 the possibility that he may need to move former assistant men's basketball coach No. 1 to a different role to make room for associate of basketball prospective student-athlete No. 2 if he accepted his offer. Ultimately, associate of basketball prospective student-athlete No. 2 did not accept the job offer. On May 9, 2017, LSU hired former assistant men's basketball coach No. 1 for the position.

LSU also hired two other assistant men's basketball coaches, former interim head men's basketball coach and former assistant men's basketball coach No. 2.⁶ In the summer of 2017, before basketball prospective student-athlete No. 2 committed to LSU, former head men's basketball coach and former assistant men's basketball coach No. 2 traveled to Atlanta to meet with business manager because business manager was a source of information regarding prospective student-athletes in the region. Former head men's basketball coach said the purpose of the meeting to "put a face to a name" with Dawkins. Former head men's basketball coach paid for his and former assistant head men's basketball coach No. 2's trip personally. LSU was unaware of the trip.

Basketball prospective student-athlete No. 2 verbally committed to LSU June 30, 2017, and signed his National Letter of Intent November 11, 2017. Following basketball prospective student-athlete No. 2's enrollment, both basketball prospective student-athlete No. 2's mother and father maintained their jobs, and neither parent demonstrated an increase in their financial status.

⁵ At the time of the alleged conduct, former assistant men's basketball coach No. 1 was an assistant coach. Later, he was promoted to associate head coach.

⁶ At the time of the alleged conduct, former assistant men's basketball coach No. 2 was an assistant coach. Later, he was promoted to associate head coach.

(2) Former Head Men's Basketball Coach's Relationship with Former Men's Basketball Student-Athlete at NCAA Division I Institution A and Communications with Former Men's Basketball Student-Athlete at NCAA Division I Institution A and Former Fiancée.

Between 2012 and 2015, former men's basketball student-athlete at NCAA Division I Institution A played collegiate basketball at NCAA Division I Institution D where he met former fiancée. In 2015, the two had a child together. Former men's basketball student-athlete at NCAA Division I Institution A transferred to NCAA Division I Institution A for the 2015-2016 men's basketball season. Former head men's basketball coach coached former men's basketball student-athlete at NCAA Division I Institution A at NCAA Division I Institution A and they “developed a very close relationship.” Former head men's basketball coach “acted as a mentor and fulfilled a fatherlike role in [former men's basketball student-athlete at NCAA Division I Institution A's] life.” When former men's basketball student-athlete at NCAA Division I Institution A's collegiate basketball playing career at NCAA Division I Institution A ended in April 2016, former head men's basketball coach helped former men's basketball student-athlete at NCAA Division I Institution A find a career playing basketball in Europe.

In June 2017, former men's basketball student-athlete at NCAA Division I Institution A was involved in a car accident and sustained career-ending basketball injuries. He subsequently encountered financial difficulties. In or around July 2017, former men's basketball student-athlete at NCAA Division I Institution A reached out to former head men's basketball coach for financial assistance because he was overwhelmed by his financial obligations, custody dispute over his son and limited financial resources.

On July 25, 2017, former head men's basketball coach exchanged several text messages with former men's basketball student-athlete at NCAA Division I Institution A and former fiancée. Several of those messages exchanged among former head men's basketball coach, former men's basketball student-athlete at NCAA Division I Institution A and former fiancée included:

- Former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach that he “got 3 wks to get a 2 bedroom crib and a car. I didn't tell you but I've filed for joint custody of [son of former men's basketball student-athlete at NCAA Division I Institution A] like a week or 2 ago.” Former men's basketball student-athlete at NCAA Division I

Institution A also asked former head men's basketball coach if he could help out with proposed a business investment opportunity.

- Former head men's basketball coach responded to former men's basketball student-athlete at NCAA Division I Institution A, “[h]ow much would you want / need from me?”
- Former men's basketball student-athlete at NCAA Division I Institution A replied to former head men's basketball coach that he wanted him “to be a silent partner if you would. 20%-25% of the company for 60k. At the base level I can return you 75k-80k total from your percentage alone this 1st yr.” Former head men's basketball coach responded that he would “discuss with my wife. We don't have that right now until our house in Richmond sells.”
- Later that day, former head men's basketball coach clarified to former men's basketball student-athlete at NCAA Division I Institution A, “I can help it just probably won’t be immediate. I need to find out from [wife of former head men’s basketball coach] how much we have in our accounts etc.”
- Former men's basketball student-athlete at NCAA Division I Institution A responded to former head men's basketball coach that evening, “[d]on’t forget to check with the mrs!”
- Former fiancée also wrote to former head men's basketball coach that day, “[h]ey [former head men’s basketball coach]. It’s [former fiancée], I need to talk to you whenever you are available. I can't call you off this number but pls let me know when you are free so I can give you a call. Also, do not tell [former men's basketball student-athlete at NCAA Division I Institution A] that I have contacted you or anyone else. I want to keep this between us.” Former head men's basketball coach’s phone records show an incoming call from a Los Angeles number that was allegedly associated with former fiancée.
- Former fiancée followed up later that day, “[c]oach, I know you probably wasn’t expecting a call from me but if you could pls help I would appreciate it from the bottom of my heart. I have no intentions to do anything off the wall, I literally just need some type source to cut off everything completely for my son to finally live the life he deserves instead of all this drama. I know you also gave money to some of your new recruits, I’m not asking for 20

racks or the whole 18.9 I'm willing to pay off everything else by myself but please let me know if you can send 7/7.5 . . . I hate this system & really do not want to bring the courts into this. I just want to get back to my life & raise my son without all the bs!"

On July 26, 2017, former head men's basketball coach retained counsel because he believed former fiancée was trying to extort him and was threatening him. Thereafter, on advice of counsel, former head men's basketball coach continued his communications with former fiancée. He continued communicating with former men's basketball student-athlete at NCAA Division I Institution A and former fiancée after July 26, 2017, through the remainder of July 2017 and into August 2017:

- On July 26, 2017, former fiancée wrote to former head men's basketball coach, "[former head men's basketball coach], I am busy with work today. So it will be hard to talk on the phone, however my trainer I use to work with has talked to a few ppl in the basketball world & have offered me money to talk. Pls Contact me by the end of the day or I will have to take them up on the offer. Again I am sorry, I genuinely do like you that's why I came to you first. But I have to do what's going to help me & my son at this point." Former head men's basketball coach responded, "[c]all me when you are free," and followed up, "[c]all me when on break again."
- On July 27, 2017, former head men's basketball coach wrote to former fiancée, "[c]all me." Later that day, former fiancée responded, "I need 5 more to put a down payment on a car" and to "[p]ut it in the same account. Everything will be done . . . When everything is done I'm changing banks also so all the transferred bank statements will be permanently deleted."
- On July 28, 2017, former fiancée wrote to former head men's basketball coach, "I'm at the dealership now but they are asking for me to put 5 more down because of my credit before. Send 9 to this account. (My mom's) . . . Don't worry he doesn't know your name, you've done your part now I have to do mine and make sure this doesn't get out. We're good after this, I'm going to T-Mobile after this to get a new phone. And opening a new bank account because I was busy at work yesterday." Later that day, former head men's basketball coach responded, "[c]all me" and followed up, "[i]n a gym recruiting right now. I think I just missed you. What's up?"

- On July 29, 2017, former fiancée wrote to former head men's basketball coach, “[i]ts [former fiancée], I just left the bank, it’s okay to send now! Send to my account.”
- On July 31, 2017, former head men's basketball coach wrote to former fiancée, “I thought we were done.” Former fiancée responded, “[w]e will be done w everything after this.”
- On August 1, 2017, former head men's basketball coach wrote to former fiancée, “[y]ou said we were done after the last transfer I sent, so in my mind we are done.” Former fiancée responded, “I will be taking the other money that was offered by the other coaches.”
- On August 3, 2017, former head men's basketball coach wrote to former men's basketball student-athlete at NCAA Division I Institution A, “[o]k. If at all possible I need to stay out of things with the custody etc. I DO NOT need to be involved with [former fiancée] in any way.” Former men's basketball student-athlete at NCAA Division I Institution A responded, “[s]he’s already tried to bring up our relationship. I had to back away from the emergency court stuff because of that.”
- On August 4, 2017, former men's basketball student-athlete at NCAA Division I Institution A forwarded former head men's basketball coach a communication he had received from former fiancée, in which former fiancée told former men's basketball student-athlete at NCAA Division I Institution A that he “wasted 5 years of my life” and “I will never forgive you.” She told former men's basketball student-athlete at NCAA Division I Institution A, “I want full custody of [son of former men’s basketball student-athlete at NCAA Division I Institution A]. Until I feel that you’re ready to be around him you won’t see him.” Former fiancée then threatened former men's basketball student-athlete at NCAA Division I Institution A, “[p]lay with me if you want too [sic]. I will tell everything. You’re [sic] suicide attempt. You selling drugs. [Former head men’s basketball coach] giving you money in college. All your guns. You forget how much I know! I will ruin you and you’ll never see [son of former men’s basketball student-athlete at NCAA Division I Institution A] again.” Former men's basketball student-athlete at NCAA Division I Institution A explained to former head men's basketball coach that “she’s trying

to bring donors and you into it again now that she not getting what she want.” Former men's basketball student-athlete at NCAA Division I Institution A was worried “she will cook me in court. And she can't bring [NCAA Division I Institution A] and you into it. She will try to ruin everything around me. I can't even play basketball right now because of her. Help me get out of this then get away from me coach. I'm toxic to ppl that's around me.”

- On August 7, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[t]his is my last time hitting you. I've been busting my ass trying to smooth shit over with her. Ain't nothing working. I pray to God you don't leave me hanging coach. I'm working harder for your name than my own. If you could help me get her this bread. That would be great. That's the only thing that's solving her crazy ass.”
- On August 8, 2017, former fiancée wrote to former head men's basketball coach: “[Former head men's basketball coach]. [Former men's basketball student-athlete at NCAA Division I Institution A] is using my name to use you. I'm so sorry for all of this, I'm not going to say anything. I just want you to know I literally want nothing to do with you or him.” Former fiancée followed up later that day with, “I am genuinely sorry for all of this, [former men's basketball student-athlete at NCAA Division I Institution A] has done nothing but break me down for the past 3 years and use me like he has used you and others. The abuse and car accident has really traumatized me, Pls let your wife know I am sorry as well . . . Talking to [former counsel No. 1 of former head men's basketball coach] I realized going through court would be a lot on both of us, I don't even feel comfortable telling my attorney everything because I don't trust anyone w the information I know because of how [former men's basketball student-athlete at NCAA Division I Institution A] is trying to use my name now. I am the only thing [son of former men's basketball student-athlete at NCAA Division I Institution A] has it's definitely not worth the fight or 25k+ ppl are offering for me to talk . . . I'm not sure if [former counsel No. 1 of former head men's basketball coach] told you but my last text to you wasn't a threat. When I texted that to you I texted that genuinely meaning god will bless you and your family because you told me on the phone you and your wife just want to help me and [son of former men's basketball student-athlete at NCAA Division I Institution A] you weren't worried about anything else. And that

stuck with me. So I let it go, I know you've done some stuff to get players, keep them quiet, & protect them . . . that is no longer my business. And I would like to keep it that way.”

- On August 9, 2017, former men's basketball student-athlete at NCAA Division I Institution A reached back out to former head men's basketball coach and asked to switch their communications to WhatsApp because, “WhatsApp is encrypted so once you delete the thread it’s gone forever and no one can trace it either . . . But coach [expletive] more serious than I thought. I talked to her. She’s dead ass serious. She’s even going as far as telling the NCAA about me selling my game tickets, the team getting free tattoos, the tutors, recruiting. All that [expletive] . . . A bunch of [expletive] happened at [NCAA Division I Institution A] that will get a bunch of stuff stirred up. I did tell her what she was asking for was out of the question. All she said was I better not be far off and she’s not playing.”
- On August 10, 2017, former men's basketball student-athlete at NCAA Division I Institution A followed up with former head men's basketball coach, “[former fiancée] called my grandpa about your lawyer calling her coach.” Former men's basketball student-athlete at NCAA Division I Institution A followed up with, “Now she is panicking and all that. Asking my grandpa does she need to defend herself” and “She told my pawpaw she met with your lawyer this morning. Idk what y’all got going on together. But she called my grandpa crying and stuff . . . I’m sorry for burning this bridge between us. But I’m not being quite [sic] no more.” Former head men's basketball coach responded, “[c]all me,” and followed up, “[i]t’s not what you think. I can explain some now. Call me.”
- On August 11, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[i]dk if you had your lawyer meet with her to try and work something out with her or scare her. But whatever it is im taking the heat for it.” Former head men's basketball coach responded, “I tried you a few times and missed you. Send me your attorneys info like we spoke about earlier. That will help clear things up. We can talk tomorrow if you want. I’ll be around.” Former head men's basketball coach followed up, “[g]ot it,” and “[m]y lawyer spoke with [individual No. 1]. He is going to try to reach you this afternoon.” Former men's basketball student-athlete

at NCAA Division I Institution A responded, “[m]y lawyer just spoke with me. I would never try to extort you coach. That’s what he saying you attorney said. And that’s a federal offense . . . I feel that you have to protect your brand . . . I have always kept her mouth shut when she came at you from the beginning at [NCAA Division I Institution A]. You have made your point.”

- On August 14, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[i]f you can have the mrs send me something today. I would really appreciate it.” Former men's basketball student-athlete at NCAA Division I Institution A shared an email address through a text message to which former head men's basketball coach responded, “[g]ot it.”
- On August 15, 2017, former head men's basketball coach wrote to former men's basketball student-athlete at NCAA Division I Institution A, “[g]etting it written up. Will get to you today. I’ll let you know when I email it.” Former men's basketball student-athlete at NCAA Division I Institution A responded, “[s]igned. Check your email.” Former head men's basketball coach replied, “[g]ot it. Get with [wife of former head men’s basketball coach] tomorrow and she will send to your moms account.”

(3) Former Assistant Men's Basketball Coach No. 1 and the Recruitment of Basketball Prospective Student-Athlete No. 1.

Former assistant men's basketball coach No. 1 held various roles and coaching positions in men’s basketball at the collegiate level since 2001 prior to LSU hiring him in 2017. Other than one year coaching at the junior college level, he spent his collegiate coaching career from 2001 to March 2022⁷ at NCAA Division I institutions. Until the issuance of the notice of allegations in this infractions case, he had never been charged with any NCAA rules violations.

In or about 2015 or 2016, basketball prospective student-athlete No. 1 moved to the United States from Guinea, West Africa. In 2019, basketball prospective student-athlete No. 1 was a highly ranked men’s basketball

⁷ LSU terminated former assistant men's basketball coach No. 1 March 12, 2022, after receiving the notice of allegations in this infractions case. In June 2022, former assistant men's basketball coach No. 1 was hired by high school No. 2, a private high school in Branson, Missouri, to be the head coach of its boys basketball team.

prospective student-athlete who lived in Memphis, Tennessee and attended High School No. 1. Former assistant men's basketball coach No. 1 was LSU's point person for the recruitment of basketball prospective student-athlete No. 1.

Former assistant men's basketball coach No. 1 recruited and coached cousin of basketball prospective student-athlete No. 1, at NCAA Division III Institution. Cousin of basketball prospective student-athlete No. 1 was playing basketball in Switzerland when LSU was recruiting basketball prospective student-athlete No. 1. Guardian of basketball prospective student-athlete No. 1, cousin of basketball prospective student-athlete No. 1's cousin and a resident of Montreal, Quebec, Canada, was basketball prospective student-athlete No. 1's legal guardian. Guardian of basketball prospective student-athlete No. 1 was skeptical of the LSU men's basketball program and against basketball prospective student-athlete No. 1 attending LSU.

In November 2019, after LSU had already started recruiting basketball prospective student-athlete No. 1, cousin of basketball prospective student-athlete No. 1 contacted former assistant men's basketball coach No. 1 through social media regarding LSU's recruitment of basketball prospective student-athlete No. 1. In December 2019, cousin of basketball prospective student-athlete No. 1 traveled to Memphis to meet with former head men's basketball coach and former assistant men's basketball coach No. 1. They had a brief conversation about LSU's interest in recruiting basketball prospective student-athlete No. 1. In February 2020, former assistant men's basketball coach No. 1 and cousin of basketball prospective student-athlete No. 1 met again in Memphis at [individual No. 3's] apartment to have another conversation about LSU's recruitment of basketball prospective student-athlete No. 1.

The parties disagreed about what was discussed during the February 2020 conversation. Cousin of basketball prospective student-athlete No. 1 described it as follows: “[former assistant men's basketball coach No. 1] start proposing stuff that was obviously illegal . . . what LSU can do for [basketball prospective student-athlete No. 1] . . . and what would it take for [basketball prospective student-athlete No. 1] to go to LSU . . .” He also said, “[t]he other schools are not going to be able to do, you know -- when I [former assistant men's basketball coach No. 1] say this, this, this, it's like money.” Cousin of basketball prospective student-athlete No. 1 and guardian of basketball prospective student-athlete No. 1 submitted unsworn affidavits purporting to corroborate cousin of basketball prospective student-athlete No. 1's account. Former assistant men's

basketball coach No. 1 denied the allegations of the offers, although he acknowledged having preliminary discussions with cousin of basketball prospective student-athlete No. 1 about the possibility of a relative of basketball prospective student-athlete No. 1 joining the LSU coaching staff and discussions, at cousin of basketball prospective student-athlete No. 1's prompting, about a possible athletic scholarship for a friend of basketball prospective student-athlete No. 1. Former assistant men's basketball coach No. 1 denied offering cousin of basketball prospective student-athlete No. 1 any "inducement that would have been outside of the NCAA rules."

Following the February 2020 meeting, former assistant men's basketball coach No. 1 and cousin of basketball prospective student-athlete No. 1 continued communicating. The communications started over WhatsApp until cousin of basketball prospective student-athlete No. 1 asked that they switch to an app called Telegram because they got a better connection on the Telegram app. Cousin of basketball prospective student-athlete No. 1 claimed he and former assistant men's basketball coach No. 1 communicated "more than 20 times" on the Telegram app following the February 2020 meeting into June 2020. Former assistant men's basketball coach No. 1 downloaded the Telegram app March 21, 2020. Telegram allows for a self-destruct feature to be activated. Cousin of basketball prospective student-athlete No. 1 captured screenshots from March 23, 2020, and March 25, 2020, showing former assistant men's basketball coach No. 1 activated the self-destruct timer on the Telegram app. Former assistant men's basketball coach No. 1 also activated a function on his phone that automatically deleted the contents of his phone every 30 days.

According to cousin of basketball prospective student-athlete No. 1, former assistant men's basketball coach No. 1 said LSU would pay basketball prospective student-athlete No. 1 up to \$300,000 in six installments if prospective student-athlete No. 1 chose LSU. Cousin of basketball prospective student-athlete No. 1 recalled, "like first [former assistant men's basketball coach No. 1] started with 100,000 and then when he seen that we wasn't really interested in it he raised it up to – all way to 300." Cousin of basketball prospective student-athlete No. 1 also stated that former assistant men's basketball coach No. 1's offer included a car for basketball prospective student-athlete No. 1, an apartment and a scholarship for one of basketball prospective student-athlete No. 1's friends, an assistant coaching position for guardian of basketball prospective student-athlete No. 1, assistance with basketball prospective student-athlete No. 1's grades and ACT score and assistance with "some issue with visas or something like that."

Cousin of basketball prospective student-athlete No. 1 confirmed that he was speaking with basketball prospective student-athlete No. 1 about what Former assistant men's basketball coach No. 1 offered, “[y]eah, definitely. I was telling [basketball prospective student-athlete No. 1] everything. Like as soon as I would hang up or I would receive a message, you know, at night I would call, you know, [basketball prospective student-athlete No. 1] and just be like, hey, you know, I talked to coach [former assistant men's basketball coach No. 1], this is what he said, that’s what he said.”⁸

LSU remained interested in recruiting basketball prospective student-athlete No. 1 through June 2020. At some point during the recruiting process, former head men's basketball coach engaged in conversations with basketball prospective student-athlete No. 1, cousin of basketball prospective student-athlete No. 1 and guardian of basketball prospective student-athlete No. 1 about his interest in basketball prospective student-athlete No. 1. He texted with basketball prospective student-athlete No. 1 and had Zoom meetings in which he outlined for the family his plans for basketball prospective student-athlete No. 1 in the LSU program. Former head men's basketball coach was aware that some offers to assist basketball prospective student-athlete No. 1 had been made, but he denied having any “knowledge of money being offered to either [cousin of basketball prospective student-athlete No. 1] or [guardian of basketball prospective student-athlete No. 1] or [basketball prospective student-athlete No. 1] to influence [basketball prospective student-athlete No. 1’s] recruitment.”

On June 25, 2020, former head men's basketball coach exchanged the following WhatsApp messages, in pertinent part, with basketball scout about former head men's basketball coach’s plan to recruit prospective student-athlete No. 1:

- Basketball scout told former head men's basketball coach, “[s]tay on [basketball prospective student-athlete No. 1].”
- former head men's basketball coach responded, “[f]or sure. We talk every day.”

⁸ Basketball prospective student-athlete No. 1 was not interviewed by the enforcement staff or the Complex Case Unit during the investigation of this infractions case. According to an email from an administrator from basketball prospective student-athlete No. 1’s current institution, during his conversation with the NCAA Eligibility Center, basketball prospective student-athlete No. 1 indicated he had no knowledge of the accusations reported or offers of improper inducements described in the Eligibility Center’s amateurism review.

- Basketball scout informed former head men's basketball coach: “[cousin of basketball prospective student-athlete No. 1] came around,” and that “[h]e all for you now.”
- Former head men's basketball coach responded, “[t]hat’s good. Now we need . . . [basketball prospective student-athlete No. 1].”
- Basketball scout replied, “[h]e basically gave [basketball prospective student-athlete No. 1] until July 1. [Basketball prospective student-athlete No. 1] ready to go to school.”
- Basketball scout advised former head men's basketball coach, “[j]ust have [former assistant men’s basketball coach No. 1] play it cool with [cousin of basketball prospective student-athlete No. 1].”
- Basketball scout continued, “[l]ike I said before you stay on kid and [former assistant men’s basketball coach No. 1] be best friends with [cousin of basketball prospective student-athlete No. 1].”
- Former head men's basketball coach replied, “[y]ep. That’s what we are gonna do! Stick to our plan!”

In late June or early July 2020, it became publicly known that basketball prospective student-athlete No. 1 decided to graduate early in the fall of 2020 and committed to another Division I institution.⁹ Former assistant men's basketball coach No. 1 was frustrated when he learned that basketball prospective student-athlete No. 1 was not going to attend LSU because he believed that cousin of basketball prospective student-athlete No. 1 misled him.

In or around August 2020, the Eligibility Center received an anonymous tip regarding basketball prospective student-athlete No. 1’s eligibility. Both cousin of basketball prospective student-athlete No. 1 and guardian of basketball prospective student-athlete No. 1 assumed that the tip came from LSU. Former assistant men’s basketball coach No. 1 was aware of an email circulating within the collegiate men’s basketball community regarding basketball prospective student-athlete No. 1’s eligibility

⁹ Basketball prospective student-athlete No. 1 is a current men’s basketball student-athlete competing at NCAA Division I Institution C.

involving transcripts from his home country of Guinea. Former head men's basketball coach was also aware of the email.

- (4) The Recruitment of Basketball Prospective Student-Athlete No. 4 and Former Head Men's Basketball Coach's Communications with Former Men's Basketball Student-Athlete at NCAA Division I Institution A, Former Head Men's Basketball Coach's Wife and Director of Basketball Operations.

Basketball prospective student-athlete No. 4 played collegiate basketball at NCAA Division I Institution D from 2015 through 2018. In or around April 2018, basketball prospective student-athlete No. 4 contacted former men's basketball student-athlete at NCAA Division I Institution A about the NCAA basketball transfer process. LSU was among the institutions basketball prospective student-athlete No. 4 was interested in transferring to.¹⁰

Beginning in August 2017 and continuing until April 2018, former head men's basketball coach exchanged numerous messages with his wife and former men's basketball student-athlete at NCAA Division I Institution A, in relevant part:

- (a) On August 15, 2017, former head men's basketball coach wrote to former men's basketball student-athlete at NCAA Division I Institution A, “[g]etting it written up. Will get to you today. I’ll let you know when I email it.” Later that day, former men's basketball student-athlete at NCAA Division I Institution A responded, “[s]igned. Check your email.” Former head men's basketball coach then confirmed, “[g]ot it. Get with [wife of former head men’s basketball coach] tomorrow and she will send to your moms account.” Former men's basketball student-athlete at NCAA Division I Institution A responded, “I told her my agent is depositing some money for me . . .”
- (b) On August 16, 2017, former head men's basketball coach’s wife wrote to him, “[men’s basketball student-athlete at NCAA Division I Institution A] sent me a name and address I haven’t seen before.” Former head men's basketball coach responded, “[y]ea. It’s his aunt I think. Just call him to confirm.”

¹⁰ Basketball prospective student-athlete No. 4 transferred to and played for NCAA Division I Institution F during the 2018-19 season.

- (c) On August 30, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, "I see you're locked in with your [expletive] so I'll fall back. Do you think I could get that second install today?" Former head men's basketball coach responded, "[I]et me get part first of the month." Former men's basketball student-athlete at NCAA Division I Institution A confirmed, "[o]k."
- (d) On September 1, 2017, former head men's basketball coach's wife wrote to former head men's basketball coach, "I can calculate the bare minimum I need for groceries, gas and Babysitting's." She followed up, "[s]o I can pay [men's basketball student-athlete at NCAA Division I Institution A] and try to live off of that plus maybe 500 more this month."
- (e) On September 2, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, [a]nd do you think the mrs could transfer that today?" Former head men's basketball coach responded, "[w]e will transfer this weekend. Understand though this is it for now. I don't have hardly anything left until I sell my house in Richmond and we are going to be extremely tight this month." Former men's basketball student-athlete at NCAA Division I Institution A confirmed, "[o]k. And yes I totally understand. I'm going to do my own thing." Later that day, former head men's basketball coach's wife wrote to former head men's basketball coach, "[men's basketball student-athlete at NCAA Division I Institution A] wants the \$ today. What should I do?"
- (f) On October 2, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, "[h]ey coach, do you think you can bless me one more time today? I hesitate to ask. I have been handling my own shit as I said. I'm just flat again till I get hired, which I will it's just a process. Most of the money last time went to my surgery payments they are down from 3,001 to \$757. The rest I handled my child support levy (\$700) and lived off of. And rented a car to get around to gyms and rehab (\$543 for the month). Next month I plan to be overseas. And by the end of the month I'll be working at for sure if they can work with my gym schedule. Think about it for me pls. Im almost back on my feet." Former head men's basketball

coach responded, “[o]k. Let me think” and followed up, “I won’t be able to do anything today but maybe in a few.”

- (g) On October 4, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “I ran out of cash Monday. If you could send that today, I would really appreciate it.” Former head men's basketball coach responded, “[o]k. I’m out of town today. Let me talk to [wife of former head men’s basketball coach].” Former men's basketball student-athlete at NCAA Division I Institution A followed up later that day, “[y]ou think the mrs can send it before 4? So it can hit my acct today.” Former head men's basketball coach responded, “[d]id [wife of former head men’s basketball coach] call you? She is working on it. She has to transfer between a few other accounts” and “[s]he’s working on it. Having to move some around to send to you.”
- (h) On November 8, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “I thought about what you said. About just taking a job and hoping for a break” and, “[t]his working for \$7.50 an hour is [expletive] crazy.”
- (i) On November 9, 2017, former head men's basketball coach responded to former men's basketball student-athlete at NCAA Division I Institution A, “[y]es. Real world man.”
- (j) On November 14, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[a]nd I was wondering if we could redo our agreement?” Former men's basketball student-athlete at NCAA Division I Institution A followed up later that day to former head men's basketball coach, “[y]ou think you could send that today? I’m tired of being broke as [expletive]. I got [expletive] to take care of. But other than child support I’m honestly not gonna pay nothing. I’m gonna pay my tithes and hold on to every dime of it as long as I can.” Former head men's basketball coach responded, “[l]et me check with [wife of former head men’s basketball coach].”
- (k) On November 21, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[w]as the mrs going to send the other half of

that this week? She only send 2500. I didn't know if you remembered or not. I asked if we could do our agreement from the summer again." Former head men's basketball coach responded, "[c]an we do the other at the start of dec? That would help us." Former men's basketball student-athlete at NCAA Division I Institution A replied, "[t]hat's a lot of money in one month coach. You don't think that's too much?" Former head men's basketball coach wrote back, "[t]he other 2500. I can't do another full 5 on top right now. We still have 2 houses and my baby has all this medical stuff se needs." Former men's basketball student-athlete at NCAA Division I Institution A confirmed, "[o]hh ok I get it! Yes that's cool! I can use that for Christmas."

- (l) On December 5, 2017, former head men's basketball coach wrote to his wife, "[s]end 3500 to [men's basketball student-athlete at NCAA Division I Institution A]."
- (m) On January 11, 2018, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, "I need a huge favor. Can you or someone you know help me with some start up money? . . . Only way I know how to get a lump sum of bread is through trappin. Once the non profit is up I can get ppl I know to donate easy because of the tax write off. But I gotta get something going because basketball didn't work. That was my only hope." Former head men's basketball coach responded, "[o]k. Let me think on some ppl." Former men's basketball student-athlete at NCAA Division I Institution A replied, "[is] it at all possible to make it happen soon?" Former head men's basketball coach responded, "I'll work on it." Former men's basketball student-athlete at NCAA Division I Institution A followed up, "Could you get me to LA for a few weeks?" Former head men's basketball coach responded, "[o]k. Got ya." Former men's basketball student-athlete at NCAA Division I Institution A wrote back, "[y]ou want me to get with the mrs?" Former head men's basketball coach responded, "[I]et me talk with her first."
- (n) On January 12, 2018, former head men's basketball coach wrote to former men's basketball student-athlete at NCAA Division I Institution A, "[c]all [wife of former head men's basketball coach] today."

- (o) On January 31, 2018, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, "I was waiting to hear back from you before I made a move. But my Airbnb and car rental is up Friday and Thursday . . . I'm going to stick this out for 6 months like you said . . . I just ask that you help me these next 3 . . . But the next two I will be perfectly fine and stretch the 5k you been blessing me with . . . This my exact plan and I will stay with it for 6 months. We can write a cease and desist agreement. So that after you help me these next ¾ months, I legally can't ask for [expletive] else financially. I could really use the help. Please." Former head men's basketball coach responded, "[wife of former head men's basketball coach] will call today."
- (p) On February 23, 2018, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach: "[w]hat's up coach? Do you think I can get a little more help? I've had to pay 5,860 for rent 1st/last month plus deposit. All my furniture had to be bought in cash because my credit score is a 421. This [expletive] is way more expensive than I thought. I had the [sport clinic] last weekend that will pay \$800 but they won't probably pay the invoice until next month. I haven't used any money to splurge. You've sent me 7 so for all of that went to deposits on the apartment, gas, cable, and electric. My grandpa rented my car for me. And I been charging food on Uber eats to my old bank acct, it has overdraft." Former head men's basketball coach responded, "[o]k."
- (q) On February 27, 2018, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, "I got offered a job a [high school No. 3] starting in August. Player development. \$6,500 a month August till May". Former head men's basketball coach responded, "That's really good!!!" Former men's basketball student-athlete at NCAA Division I Institution A wrote back, "I'm working my [expletive] off coach. I just wanted you to know that."
- (r) On March 1, 2018, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, "[c]an I do 7k today, and only 3k next month?" Former head men's basketball coach responded, "That's good news. I can't do 7k. I can send 5. That should be plenty of the

month.” Former men's basketball student-athlete at NCAA Division I Institution A wrote, “Please man? . . I’ll try to bust my [expletive] and not need anything from you next month . . . I really will bust my [expletive] to give you a break next month.” Former men's basketball student-athlete at NCAA Division I Institution A followed up, “If you can do 6 I’ll find another 1.” Former head men's basketball coach responded, “I can do the 7 if it will be nothing next month. I have a ton of stuff this month with some lawyer bills taxes coming up etc. I don’t have what I usually have. I can do 7 but it will have to be 0 next month.” Former men's basketball student-athlete at NCAA Division I Institution A confirmed, “[o]k. I’m 85% I can manage that.”

- (s) On March 13, 2018, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “I just got played again coach. I thought I had a loan. dude took my bank info and deposited fake checks. It drained my acct and overdrafted. But I’m trying hard as hell to get that money back to you coach. I promise.” Former head men's basketball coach responded, “[o]k. Sorry to hear. That sucks. You have to be careful of those guys. Just hold onto it for next time. Don't worry about paying me back right now.”
- (t) On April 2, 2018, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach: “Ayy coach, I need the regular amount this month . . . I’m really busting my ass. You can even give me stuff you need done and I’ll do it as well.” Former men's basketball student-athlete at NCAA Division I Institution A messaged former head men's basketball coach later that day stating, “[basketball prospective student-athlete No. 4] 11pts 9.5 reb this season, double last season at [NCAA Division I Institution D]. He can be a garbage guy for you. HIGH character, really smart.” Former head men's basketball coach responded, “[w]ow. We need that.” Later that day, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[c]an I get the same amount this month? I’ll make that damn boy sign if you offer. You got my word. I told you I’ll do anything I can.” Former head men's basketball coach responded, “[wife of former head men’s basketball coach] is gonna call you. All good.” Former head men's basketball coach asked, “5 right?” Former men's basketball student-athlete at NCAA Division I Institution A responded, “[i]t was 7 last time. I’ll follow through

on my end tho.” Former head men’s basketball coach wrote, “I can do 5 now. More a little later.” Former men's basketball student-athlete at NCAA Division I Institution A confirmed, “[o]k that’s cool.”

- (u) On April 3, 2018, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[s]poke with [basketball prospective student-athlete No. 4’s] mom. [Former head men’s basketball coach] [associate of basketball prospective student-athlete No. 4] doesn’t have any say in that. Me, her, and [basketball prospective student-athlete No. 4] will make the decision on where he goes.” Former head men's basketball coach responded, “[o]k. All good. I spoke with the mom last night. Good lady.” Former men's basketball student-athlete at NCAA Division I Institution A replied, “I’ll keep it close. Just let me know when you want the trigger pulled.” Former head men's basketball coach wrote back, “[o]k. Thx. We want him.” Former men's basketball student-athlete at NCAA Division I Institution A wrote, “I’ll have him sign like I did.”
- (v) On April 4, 2018, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[h]ad a long talk with [basketball prospective student-athlete No. 4]. Please jump on it before he blows up coach. I’ve gotten 3 calls about him in the last 2 days.” Former head men's basketball coach responded. [y]ea. We are.”
- (w) On April 7, 2018, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, [w]e been talking all day. It should be a lay up now coach!”
- (x) On April 9, 2018, former head men's basketball coach exchanged a series of messages with former men's basketball student-athlete at NCAA Division I Institution A and director of basketball operations:

Former head men's basketball coach responded to former men's basketball student-athlete at NCAA Division I Institution A, “[g]ood stuff. Just left mom.” Former men's basketball student-athlete at NCAA Division I Institution A asked, “[w]hat you think?” Former head men's basketball coach replied, “[I]ove him and mom. Perfect for us.” Former men's basketball student-

athlete at NCAA Division I Institution A wrote, “[t]old you coach! Glad I could help out for ones.” Former head men's basketball coach responded, “[w]e gotta get this done!!!” Former men's basketball student-athlete at NCAA Division I Institution A replied, I talk to him every single day. I’ll her tomorrow for sure.” Former head men's basketball coach confirmed, “[o]k. Just let me know.”

Former head men's basketball coach also wrote to director of basketball operations that day, “[t]his [basketball prospective student-athlete No. 4] kid is real down.” Former head men's basketball coach followed up with director of basketball operations, “[n]eed to make sure we coach [men’s basketball student-athlete at NCAA Division I Institution A] thru this.” Director of basketball operations responded, “[a]nd yes i know [basketball prospective student-athlete No. 4] is huge whatever i need to do with [men’s basketball student-athlete at NCAA Division I Institution A] just let me know.” Former head men's basketball coach responded, “[j]ust don’t want [men’s basketball student-athlete at NCAA Division I Institution A] to be too aggressive.”

Later that day, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[a]yy coach! Do you think the mrs can send the same amount today? . . . I’ll be good till next month for sure. I’m just trying to get this done.” Former head men's basketball coach responded, “[o]k. 2?” Former men's basketball student-athlete at NCAA Division I Institution A asked, “[c]an you do 5 again? And [NCAA Division I Institution F] just hit [basketball prospective student-athlete No. 4] up. I gotta get out there and get him in the gym ASAP.” Former men's basketball student-athlete at NCAA Division I Institution A followed up, “I told him he needs to have me his top 3 by Wednesday . . . If I can take off earlier I’m gonna Wednesday. I really think we need to put that offer on paper in front of him.” Former men's basketball student-athlete at NCAA Division I Institution A also wrote, “I think if y’all go 1st you can do exactly what I did when I signed.” Former men's basketball student-athlete at NCAA Division I Institution A then wrote, “[o]k. I’m gonna go Wednesday. Ask him to come Friday.” Former head men's basketball coach responded, “[o]k. We can’t be too pushy and he can’t feel like you are working for us / trading info. Will hurt with kid I think.” Former men's basketball student-

athlete at NCAA Division I Institution A responded, “I’m already ahead of you. I been playing even field the whole time. I just always tell him I can only vouch for you because I played for you . . . I got you coach. I’m learning on the fly.” Former men’s basketball student-athlete at NCAA Division I Institution A followed up, “[j]ust got off the phone with him tho. Right now it’s 1. [NCAA Division I Institution E] 2. LSU 3. [NCAA Division I Institution B] in that order.” Former head men’s basketball coach responded, “[w]hat do we need to do to overcome [NCAA Division I Institution E]?” Former men’s basketball student-athlete at NCAA Division I Institution A replied, “[s]how him some of your nba muscle . . . Als I would get more staff involved. He like that about [NCAA Division I Institution E].”

(y) On April 11, 2018, former men’s basketball student-athlete at NCAA Division I Institution A wrote to former head men’s basketball coach, “I’m headed to Tulsa now.” Former head men’s basketball coach responded, “[o]k. Sounds good. Safe travels.” Later that day, director of basketball operations wrote to former head men’s basketball coach, “[j]ust talked to [men’s basketball student-athlete at NCAA Division I Institution A] for an hr he went to eat breakfast with kid.” Director of basketball operations followed up, “[r]eally good breakfast with [basketball prospective student-athlete No. 4] . . . I’ll hit you tomorrow.”

(5) Former Head Men's Basketball Coach and Former Assistant Men's Basketball Coach No. 1 Recruit Basketball Prospective Student-Athlete No. 3 at an Event and Have Contact with Parents of Basketball Prospective Student-Athlete No. 3 at a Restaurant.

On February 28, 2019, former head men’s basketball coach and former assistant men’s basketball coach No. 1 traveled to Birmingham, Alabama, to watch the boys’ basketball state finals, which included a game played by basketball prospective student-athlete No. 3’s high school team. After the game concluded, former head men’s basketball coach, former assistant men’s basketball coach No. 1 and a few of former assistant men’s basketball coach No. 1’s family and friends went to restaurant in the locale of the tournament site to eat lunch. When they arrived at restaurant, they ordered their food and were in the process of finishing their meal, when parents of basketball prospective student-athlete No. 3, arrived. Parents of basketball prospective student-athlete No. 3 ordered their food and then pulled up two chairs and sat down at the same table as former head men’s basketball coach, former assistant men’s basketball coach No. 1 and

former assistant men's basketball coach No. 1's family and friends while waiting for their meal. Former head men's basketball coach was sitting at the other end of the table opposite parents of basketball prospective student-athlete No. 3 and former assistant men's basketball coach No. 1 was not sitting directly adjacent to them. Former head men's basketball coach said hello to parents of basketball prospective student-athlete No. 3. After a few minutes, parents of basketball prospective student-athlete No. 3's food arrived, and then former head men's basketball coach, former assistant men's basketball coach No. 1 and former assistant men's basketball coach No. 1's family and friends left restaurant. Former head men's basketball coach and former assistant men's basketball coach No. 1 did not know in advance that parents of basketball prospective student-athlete No. 3 would be at the restaurant.

A photograph of the encounter later surfaced on social media. Neither former head men's basketball coach nor former assistant men's basketball coach No. 1 self-reported the matter to LSU. Former head men's basketball coach described his understanding of what he believed was permissible recruiting at the state basketball tournament as a "2-for-1" opportunity; that is, once a prospective student-athlete—in this case men's basketball student-athlete No. 3—was released from a game while at the state basketball tournament, recruiting contacts were permissible until the next day of competition. On December 15, 2021, LSU self-reported the impermissible contact as a Level III violation.

(6) Former Head Men's Basketball Coach's Failure to Cooperate with the Enforcement Staff's Production Requests.

On September 11, 2018, the enforcement staff issued a notice of inquiry to LSU. On December 3, 2018, the enforcement staff requested records from LSU including copies of former head men's basketball coach's emails, cellular telephone, text and application-based messages and other relevant documents. The enforcement staff set a deadline of January 7, 2019, for receipt of the records. In December 2018, former counsel for LSU communicated the records requests to counsel No. 2 for former head men's basketball coach. The enforcement staff extended the deadline in January and February 2019.

On February 18, 2019, LSU informed the enforcement staff that former counsel No. 2 for former head men's basketball coach also represented former head men's basketball coach. The enforcement staff requested the aforementioned records from former counsel No. 2 for former head men's basketball coach February 18 and 27, 2019. On February 27, 2019, former

counsel No. 2 for former head men's basketball coach wrote in an email to LSU and the enforcement staff that he should be able to produce the records by the week of March 11, 2019.

On March 8, 2019, LSU, in conjunction with the enforcement staff, requested to interview former head men's basketball coach. On March 12, 2019, counsel No. 2 for former head men's basketball coach, informed LSU that former head men's basketball coach would interview upon the conclusion of the SDNY federal investigation into men's basketball. On March 18, 2019, the enforcement staff sent another email to former counsel No. 2 for former head men's basketball coach requesting full production. On March 21, 2019, the enforcement staff sent former head men's basketball coach's counsel a letter renewing the interview request and directing production of former head men's basketball coach's outstanding records to occur on or before April 4, 2019. On March 22 and 28, 2019, former counsel No. 2 for former head men's basketball coach indicated in emails to LSU and the enforcement staff that he had not received or reviewed former head men's basketball coach's emails, and he intended to produce all the requested documents together rather than in separate productions. On March 28, 2019, the enforcement staff again requested production of the records.

On or about April 3, 2019, counsel No. 1 for former head men's basketball coach informed the enforcement staff that he had replaced former counsel No. 2 for former head men's basketball coach as personal counsel to former head men's basketball coach. On April 4, 2019, counsel No. 1 for former head men's basketball coach provided the enforcement staff a copy of documents former head men's basketball coach produced to the government in response to a subpoena from the SDNY, which included messaging content from former head men's basketball coach's cell phone as defined by the scope of the government's subpoena. On April 17, 2019, the enforcement staff renewed its original request for responsive documents with a due date of May 8, 2019.

On May 8, 2019, counsel No. 1 for former head men's basketball coach called the enforcement staff to request an extension to produce the records and indicated he would confer with former head men's basketball coach's other counsel about when they could expect to provide full production. The enforcement staff granted the extension. On May 13, 2019, counsel No. 1 for former head men's basketball coach indicated in an email that he was unaware whether former head men's basketball coach's cell phone was ever imaged pursuant to the enforcement staff's request and was checking with LSU. On May 14, 2019, counsel No. 1 for former head

men's basketball coach emailed the enforcement staff requesting another extension, explaining that there were 128,000 files on former head men's basketball coach's cell phone and counsel No. 1 for former head men's basketball coach was preparing a list of search terms. The enforcement staff responded that it was prepared to review all 128,000 files on former head men's basketball coach's cell phone.

Throughout May and June 2019, the enforcement staff requested status updates from counsel No. 1 for former head men's basketball coach on production of former head men's basketball coach's cell phone image file production. On June 24, 2019, counsel No. 1 for former head men's basketball coach indicated he would begin producing former head men's basketball coach's phone image files on a rolling basis. On July 10, 2019, the enforcement staff received the first rolling production of former head men's basketball coach's cell phone image files, in .pdf files rather than the requested Microsoft Excel file format. On that same day and again July 16, 2019, the enforcement staff suggested to counsel No. 1 for former head men's basketball coach that it would be helpful to speak with the vendor who imaged former head men's basketball coach's cell phone to understand the methodology for collection and to obtain the production in a format more accessible and reviewable for all parties to expedite the outstanding request. On July 25, 2019, the enforcement staff participated in a conference call with the vendor used to image former head men's basketball coach's cell phone. The enforcement staff again requested complete image file productions of former head men's basketball coach's cell phone and offered to pay for another outside consultant to complete a separate image of former head men's basketball coach's cell phone. Former head men's basketball coach's counsel declined.

On August 6, 2019, counsel No. 1 for former head men's basketball coach stated that he believed he could continue a rolling production the first week of September 2019. Additionally, he indicated he had confirmed counsel No. 2 for former head men's basketball coach's firm received former head men's basketball coach's cell phone image files and was beginning to access and process the information. On September 6, 2019, counsel No. 1 for former head men's basketball coach emailed the enforcement staff reporting that he hoped to have former head men's basketball coach's production completed in two weeks. On October 7, 2019, the enforcement staff emailed counsel No. 1 for former head men's basketball coach setting a deadline of October 14, 2019, for production. On October 14, 2019, the enforcement staff received what counsel No. 1 for former head men's basketball coach described as "the remaining

production” and “complete production per your requests” of former head men's basketball coach’s cell phone image records.

In January 2020, the enforcement staff proposed to former head men's basketball coach’s counsel a method to verify former head men's basketball coach’s productions utilizing an outside vendor. Former head men's basketball coach agreed. On January 16, 2020, the enforcement staff provided former head men's basketball coach’s counsel with the Mobile Device Processing and Review Protocol applicable to former head men's basketball coach’s record production. The Protocol made clear that protected data includes records protected under the attorney-client privilege or litigation work product doctrine. On January 31, 2020, the enforcement staff received access to former head men's basketball coach’s complete cell phone image records, which totaled nearly 60,000.

On February 1, 2020, the enforcement staff asked former head men's basketball coach’s counsel to indicate the reason for withholding records. That same day, the external vendor hosting former head men's basketball coach’s digital device records provided a log of 77,952 records withheld by former head men's basketball coach. On February 6, 2020, former head men's basketball coach provided a privilege and personal log that contained 6,466 records: 818 of which were designated as attorney-client privileged, 2,271 as therapist-client privileged and 3,377 as personal. The remaining approximately 70,000 withheld records were not identified on former head men's basketball coach’s privilege and personal log.

(7) Former Head Men's Basketball Coach’s Failure to Cooperate with the Complex Case Unit’s Production Requests.

(a) Complex Case Unit’s Requests for Former Head Men's Basketball Coach’s Cell Phone Records.

As part of a continuing disagreement regarding document production beginning with the enforcement staff’s investigation of this infractions case, December 30, 2020, the Complex Case Unit requested an updated image of former head men's basketball coach’s digital devices. Pursuant to the case management plan approved by the chief panel member, former head men's basketball coach was to respond and comply within 30 calendar days.

On January 20, 2021, the Complex Case Unit discovered that it had inadvertently been provided access by its e-discovery vendor to former head men's basketball coach’s unproduced phone

records, including his privileged and personal communications. On January 21, 2021, the NCAA contacted the e-discovery vendor to inquire about the improper access to former head men's basketball coach's unproduced privileged and personal phone records. On February 2, 2021, the e-discovery vendor shared with the Complex Case Unit its internal audit, which concluded that the e-discovery vendor had erroneously provided the Complex Case Unit with access to all of former head men's basketball coach's phone records, including the approximately 70,000 phone records that former head men's basketball coach had marked as privileged, personal and/or not responsive. On February 16, 2021, the Complex Case Unit notified former head men's basketball coach of its access to former head men's basketball coach's records.

On February 19, 2021, the Complex Case Unit renewed the request for a complete accounting from former head men's basketball coach and why the approximately 70,000 withheld records were withheld, including: (1) information about the approximately 70,000 unproduced phone records that are not included on the privilege and personal log; and (2) communications between former head men's basketball coach and his wife.

On March 1, 2021, former head men's basketball coach's counsel requested additional information concerning the reasons why the Complex Case Unit had access to former head men's basketball coach's records. On March 9, 2021, the Complex Case Unit disclosed an error made by the e-discovery vendor. On March 16, 2021, former head men's basketball coach's counsel replied to the Complex Case Unit's March 9, 2021, letter explaining that the Complex Case Unit's responses raised concerns that the Complex Case Unit's responses were inadequate. Former head men's basketball coach's counsel followed up with additional questions, noting that it will not produce more records to the Complex Case Unit until it addressed the inadequacies. On March 19, 2021, the Complex Case Unit renewed the request for former head men's basketball coach to release the nearly 70,000 withheld, but undesignated records. On March 24, 2021, former head men's basketball coach's counsel indicated to the Complex Case Unit that they could not proceed with producing additional documents to the Complex Case Unit unless the Complex Case Unit complied with certain requests. On March 25, 2021, the Complex Case Unit sent former head men's basketball coach another request to release the withheld documents. On March 29, 2021, former head men's

basketball coach's counsel responded, claiming the withheld records were non-responsive and had not been reviewed for privilege/personal designation.

On June 14, 2021, former head men's basketball coach produced 26,134 phone records to the Complex Case Unit.

On July 22, 2021, former head men's basketball coach produced approximately 29,300 phone records to the Complex Case Unit in accordance with the chief panel member's June 15, 2021, resolution of procedural issues report. On July 29, 2021, the Complex Case Unit sent a letter to former head men's basketball coach's counsel noting that former head men's basketball coach had continued to withhold documents marked "Personal," which is not a designation or privilege recognized by the NCAA bylaws. The Complex Case Unit requested the release of eight categories of records currently withheld by former head men's basketball coach and requested the release of records associated with the individuals and phone numbers listed in an attachment to the letter. On August 3, 2021, the chief panel member provided a letter to the parties and former head men's basketball coach's counsel outlining the agreed-upon deadlines for the continued discovery dispute between the Complex Case Unit and former head men's basketball coach's counsel. On August 5, 2021, former head men's basketball coach's counsel responded to the Complex Case Unit's July 29, 2021, letter and agreed to produce records for 38 individuals. Former head men's basketball coach's counsel asserted that correspondence with the remaining individuals identified by the Complex Case Unit have no direct or indirect involvement in the LSU men's basketball program. On August 9, 2021, former head men's basketball coach produced approximately 2,030 phone records to the Complex Case Unit in accordance with former head men's basketball coach's counsel's August 5, 2021, letter. On August 13, 2021, the Complex Case Unit and former head men's basketball coach's counsel submitted responses outlining areas of disagreement. The Complex Case Unit's letter outlined six areas of disagreement and records that were requested by the Complex Case Unit February 19, 2021, and May 7, 2021, while former head men's basketball coach's counsel contended that the Complex Case Unit's requests were overly broad and unduly burdensome.

On August 23, 2021, pursuant to the chief panel member's request, the Complex Case Unit and former head men's basketball coach's

counsel met and conferred regarding the production of records. On August 27, 2021, former head men's basketball coach produced approximately 10,100 phone records to the Complex Case Unit in accordance with the chief panel member's August 20, 2021, letter. On November 3, 2021, former head men's basketball coach produced the remaining records.

(b) Complex Case Unit's Requests for Former Head Men's Basketball Coach's Bank Records.

On December 30, 2020, and again September 9, 2021, and November 1, 2021, the Complex Case Unit requested bank records from former head men's basketball coach, which included financial records from a "joint" bank account held in the name of his wife and mother. Former head men's basketball coach's wife, through her own counsel, declined to produce her personal banking information requested by the Complex Case Unit. Former head men's basketball coach was not an account holder, authorized signatory, or authorized user of that account, but former head men's basketball coach and his wife communicated about money going in and out of the account:

- On October 31, 2017, former head men's basketball coach's wife wrote to former head men's basketball coach, "[c]an I move some \$ from the joint into my account?" Former head men's basketball coach responded, "[I]et me move some to joint."
- On December 5, 2017, former head men's basketball coach wrote to his wife, "[s]end 3500 to [men's basketball student-athlete at NCAA Division I Institution A]." She responded, "[o]k I'll text him on which account." Former head men's basketball coach replied, "[o]k. Just send to him."
- On January 3, 2018, former head men's basketball coach's wife wrote to former head men's basketball coach, "[c]an I take some out of joint to pay credit cards?" Former head men's basketball coach responded, "[o]k. The 10k has to come out and I have a check outstanding for 3k." Former head men's basketball coach's wife replied, "[o]k! I'll wait for the check then."

- On July 5, 2018, former head men's basketball coach wrote to his wife, “[s]end check to [individual No. 2] . . . [m]ake check payable to . . .” Former head men's basketball coach’s wife responded, “[o]k. Will send the check when [daughter of former head men’s basketball coach] wakes up! \$10,000 right? Guess we will need more in joint since we don’t know when they will cash it.”
- On January 2, 2019, former head men's basketball coach wrote to his wife, “[o]k. Let’s give him 140 or so and then it will be 150 with the next 10 on the 15th.” Former head men's basketball coach’s wife responded, “[w]ant me to move it now?” Former head men's basketball coach replied, “[n]o. Let’s wait a few days.” Former head men's basketball coach followed up, “[o]k. Right before the 15th will work.”

Former head men's basketball coach testified that the account was created when they got married and that his wife handles the vast majority of anything that has to do with money in their house and that he made a few financial decisions. The Complex Case Unit provided former head men's basketball coach with a list of approximately 230 transfers made during the relevant time period. Former head men's basketball coach provided information about four of those 230 account transfers. He produced approximately 400 other financial records in his possession, custody and control over the course of the investigation in this infractions case.

IV. ANALYSIS¹¹

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

- Allegation No. 1. [Bylaws 16.11.2.1 (2011-12 through 2016-17 NCAA Division I Manuals); 14.11.1 and 16.8.1.2 (2011-12 through 2012-13 Manuals); 14.10.1 (2013-14 Manual); 12.11.1 (2014-15 Manual) and 16.8.1 (2013-14 through 2014-15 Manuals)] [Asserted Against LSU].**

- Introduction of Allegation No. 1.**

¹¹ In the Analysis section, the language in the “Introduction of Allegation No. _” sections reflects the language in the notice of allegations.

The Complex Case Unit alleged that, from February 2012¹² to January 2017, [representative of athletics interests No. 1]), a representative of the institution's athletics interests, provided impermissible benefits in the form of arranging employment for the parents of [former football student-athlete No. 1] and subsequently compensating the father for unperformed work. The value of the impermissible benefits is approximately \$180,150. Specifically, [representative of athletics interests No. 1] met with the parents of the [former football student-athlete No. 1] in late 2012 or early 2013 and offered to employ the mother at [hospital system affiliated with Foundation] and the father at [Foundation] in Baton Rouge, Louisiana. [Representative of athletics interests No. 1] arranged for the father to be paid \$3,150 on February 16, 2012, followed by recurring monthly payments of \$3,000 as a retainer from the [Foundation]. [Representative of athletics interests No. 1] continued this arrangement with the father for nearly five years, although the father worked no more than five events. As a result of the impermissible benefits, the [former football student-athlete No. 1] competed in fifty contests and received actual and necessary expenses while ineligible.

LSU agreed with the underlying facts and that the facts in allegation No. 1 constitute a Level I violation.

- (2) **NCAA Legislation Relating to Extra Benefits, Obligation of Member Institution to Withhold Student-Athlete from Competition, Competition While Representing Institution, and Permissible Expenses Provided by the Institution for Practice and Competition.**

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

- (3) **Representative of Athletics Interests No. 1 Provided Extra Benefits to the Parents of a Football Student-Athlete.**

The hearing panel concludes that credible and persuasive information supports the conclusion that representative of athletics interests No. 1,

¹² While some of the conduct alleged in allegation No. 1 occurred as early as 2012, the institution did not become aware of and report these issues to the NCAA until November 2018. The conduct described in allegation No. 1 indicates a pattern of willful violations on the part of the individuals involved. Further, this conduct began before but continued into the four-year period, and the alleged conduct also indicates a blatant disregard for the NCAA bylaws. For these reasons, the conduct occurring in 2012 is not barred by the four-year period of limitations contained in Bylaw 19.11.4.8. [Bylaw 19.11.4.8-(b) and -(c)].

provided extra benefits to the father of former football student-athlete No. 1.

Bylaw 16.11.2.1 restricts student-athletes and their families 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. Additionally, 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. Further, institutions must also withhold ineligible student-athletes from competition pursuant to Bylaw 12.11.1.

The facts underlying allegation No. 1 are undisputed. Representative of athletics interests No. 1 met with the parents of former football student-athlete No. 1 in late 2012 or early 2013 and offered to employ the mother at hospital system affiliated with Foundation and the father at Foundation in Baton Rouge, Louisiana. Representative of athletics interests No. 1 arranged for the father to be paid \$3,150 February 16, 2012, followed by recurring monthly payments of \$3,000 as a retainer from the Foundation. Representative of athletics interests No. 1 continued this arrangement with the father for nearly five years, although the father worked no more than five events. The value of the impermissible benefits is approximately \$180,150.

The hearing panel thus concludes that father of former football student-athlete No. 1 was provided compensation for work not performed as extra benefits and therefore former football student-athlete No. 1 competed in 50 contests and received actual and necessary expenses for those competitions. This includes every competition in which former football student-athlete No. 1 participated over his collegiate career.¹³

Pursuant to Bylaw 19.1.2, this violation is Level I because the violation seriously undermined or threatened the integrity of the NCAA Collegiate Model; provided or was intended to provide a substantial or extensive recruiting, competitive or other advantage; and/or provided or was intended to provide a substantial or extensive impermissible benefit.

¹³ While LSU did not challenge the application of the statute of limitations bylaw regarding this allegation, the hearing panel finds the allegation as alleged appropriately falls within the application of Bylaw 19.11.4.8.

b. Allegation No. 2. [Bylaw 16.11.2.1 (2019-20 NCAA Division I Manual)] [Asserted Against LSU].

(1) Introduction of Allegation No. 2.

The Complex Case Unit alleged that, in January 2020, [representative of athletics interests No. 2], a representative of the institution’s athletics interests and former football student-athlete, provided approximately \$2,000 in impermissible benefits to four student-athletes following the January 13, 2020, College Football Playoff National Championship game. Specifically, [representative of athletics interests No. 2] provided \$800 and \$500 in cash to student-athletes 1 and 2, respectively, while on the field immediately following the game. In addition, that same night, at a club in New Orleans, [representative of athletics interests No. 2] provided student-athletes 3 and 4 with \$500 and \$200 in cash, respectively.

LSU agreed with the underlying facts and that the facts in allegation No. 2 constitute a Level II violation.

(2) NCAA Legislation Relating to Extra Benefits.

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

(3) Representative of Athletics Interests No. 2 Provided Extra Benefits to Student-Athletes.

The hearing panel concludes that credible and persuasive information supports the conclusion that representative of athletics interests No. 2, provided extra benefits to student-athlete Nos. 1, 2, 3 and 4.

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.

The facts underlying allegation No. 2 are undisputed. Following the January 13, 2020, College Football Playoff National Championship game, representative of athletics interests No. 2 provided \$800 and \$500 in cash to student-athlete Nos. 1 and 2, respectively, while on the field immediately following the game. In addition, that same night, at a club in New Orleans, representative of athletics interests No. 2 provided student-athlete Nos. 3 and 4 with \$500 and \$200 in cash, respectively.

The hearing panel concludes that pursuant to Bylaw 19.1.3-(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.

c. Allegation No. 3. [Bylaws 13.01.2 and 13.1.1.1 (2018-19 NCAA Division I Manual)] [Asserted Against LSU].

(1) Introduction of Allegation No. 3.

The Complex Case Unit alleged that, in January 2019 during an evaluation period, the [former] head football coach had an impermissible recruiting contact with a [2020] football prospective student-athlete. Specifically, on January 17, 2019, the [former] head football coach met with a 2020 prospective football student-athlete in the office of the prospect's high school coach. The meeting occurred prior to July 1 following the prospect's completion of his junior year, in violation of NCAA Bylaws. The [former] head football coach engaged in dialogue in excess of a greeting and did not take appropriate steps to immediately terminate the encounter when he discussed recruiting with the high school coaches in the presence of the prospect and invited the prospect to the institution's Junior Day.

LSU agreed with the underlying facts and that the facts in allegation No. 3 constitute a Level III violation.

(2) NCAA Legislation Relating to Institutional Responsibility in Recruitment and Time Period for Off-Campus Contacts.

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

(3) The Former Head Football Coach had an Impermissible Recruiting Contact with a 2020 Football Prospective Student-Athlete.

The hearing panel concludes that credible and persuasive information supports the conclusion that the former head football coach had an impermissible recruiting contact with a 2020 football prospective student-athlete.

Pursuant to Bylaw 13.01.2, a member of an institution's athletics staff or a representative of its athletics interests shall not recruit a prospective student-athlete except as permitted by the Association, the institution and the member conference, if any. Bylaw 13.1.1.1 provides, in relevant part,

that off-campus recruiting contacts shall not be made with an individual (or his or her family members) before July 1 following the completion of his or her junior year in high school.

The facts underlying allegation No. 3 are undisputed. On January 17, 2019, the former head football coach met with a 2020 prospective football student-athlete in the office of the prospective student-athlete's high school coach. The meeting occurred prior to July 1 following the prospective student-athlete's completion of his junior year.

The hearing panel concludes that pursuant to Bylaw 19.1.4-(b), this violation is Level III because the former head football coach's impermissible contact provided no more than a minimal advantage.

d. Allegation No. 4. [Bylaws 10.01.1, 10.1, 13.2.1, 13.2.1.1-(a), 13.2.1.1-(e) (2016-17 Manual) [Asserted Against LSU and Former Head Men's Basketball Coach].

(1) Introduction of Allegation No. 4.¹⁴

The Complex Case Unit alleged that, between at least April and June 2017, [former head men's basketball coach], head men's basketball coach, violated the principles of ethical conduct and/or offered impermissible recruiting inducements in the form of cash payments and job offers in order to secure [basketball prospective student-athlete No. 2's] commitment to the LSU men's basketball program.¹⁵ Specifically, [former head men's basketball coach] offered cash and a job as an assistant coach to [associate of basketball prospective student-athlete No. 2], a person closely associated with [basketball prospective student-athlete No. 2].

Additionally, during this same time period, [former head men's basketball coach] engaged in a scheme with convicted felon [business manager] wherein college basketball coaches accepted money to recruit student athletes in exchange for steering the athletes to a certain sports agency. A conversation between [former head men's basketball coach] and [business manager] regarding [basketball prospective student-athlete No. 2] was captured in or about May or June 2017 by the FBI on a wiretap related to

¹⁴ At the hearing, the Complex Case Unit withdrew the component of allegation No. 4 that former head men's basketball coach engaged in a scheme with convicted felon business manager wherein college basketball coaches accepted money to recruit student-athletes in exchange for steering the athletes to a certain sports agency.

¹⁵ Basketball prospective student-athlete No. 2 verbally committed to LSU June 30, 2017, and signed his National Letter of Intent ("NLI") November 11, 2017.

the federal criminal trial in the Southern District of New York. On March 19, 2019, Yahoo Sports released partial transcripts of this 2017 wiretapped conversation in which [former head men’s basketball coach] told [business manager] that he was frustrated by the “[basketball prospective student-athlete No. 2] thing” because he “went to him with a f*****g strong-ass offer about a month ago. F*****g strong. The problem was, I know why he didn’t take it now, it was f*****g tilted toward the family a little bit. It was tilted toward taking care of the mom, taking care of the kid. Like it was titled toward that. Now I know for a fact he didn’t explain everything to the mom. I know now, he didn’t get enough of the piece of the pie in the deal.”

LSU and former head men's basketball coach agreed with the underlying facts that confirm former head men’s basketball coach offered associate of basketball prospective student-athlete No. 2 a job. However, each disagreed that recruiting inducements were offered or provided and that the facts constitute a violation. In addition, former head men’s basketball coach disagreed that allegation No. 4 supports the head coach responsibility allegation (allegation No. 10). 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 Offers and Inducements.

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

(3) The Record Does Not Establish a Sufficient Basis or Credible Information to Conclude that Former Head Men's Basketball Coach Offered or Provided Recruiting Inducements.

The hearing panel finds that there is insufficient credible and persuasive information to establish that former head men's basketball coach offered recruiting inducements in the form of cash payments or job offers in order to secure basketball prospective student-athlete No. 2’s commitment to LSU.

Pursuant to Bylaw 11.4.2, in men’s basketball, during a two-year period before a prospective student-athlete’s anticipated enrollment and a two-year period after the prospective student-athlete’s actual enrollment, an institution shall not employ (or enter into a contract for future employment with) an individual associated with the prospective student-athlete in any

athletics department noncoaching staff position or in a strength and conditioning staff position.

Bylaw 13.2.1 provides that 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. Bylaws 13.2.1-(a) and -(e) specifically prohibit an employment arrangement for a prospective student-athlete's relatives and cash or like items.

Bylaw 19.11.5.8.1 requires that the hearing panel base its decision on information presented to it that it determines to be credible, persuasive and of a kind on which reasonably prudent persons rely in the conduct of serious affairs. Further, the information upon which the hearing panel bases its decision may be information that directly or circumstantially supports the alleged violation.

Former head men's basketball coach's reference to the strong offer in the quoted material from the *Yahoo! Sports* article referred to a coaching position on the LSU's men's basketball staff that he offered to associate of basketball prospective student-athlete No. 2. Associate of basketball prospective student-athlete No. 2 understood former head men's basketball coach's offer was for a coaching position, as did others: (1) former head men's basketball coach thought associate of basketball prospective student-athlete No. 2 could be an assistant coach and help with basketball prospective student-athlete No. 2's recruitment; (2) basketball prospective student-athlete No. 2's mother stated associate of basketball prospective student-athlete No. 2 was offered a job; and (3) former interim head men's basketball coach on former head men's basketball coach's coaching staff at LSU, stated that former head men's basketball coach told him the "strong ass offer" was a job offer to associate of basketball prospective student-athlete No. 2. Former head men's basketball coach's job offer to associate of basketball prospective student-athlete No. 2 was a countable coaching staff position on the LSU men's basketball staff. That job offer did not run afoul of the noncoaching or strength and conditioning staff position prohibition under Bylaw 11.4.2. Accordingly, the hearing panel finds that former head men's basketball coach's job offer to associate of basketball prospective student-athlete No. 2 was not a recruiting inducement.

As to the alleged cash payments, the hearing panel finds that the information in the case record does not meet the credible and persuasive threshold to support a finding that former head men's basketball coach offered impermissible recruiting inducements in the form of cash payments.

The following information, not necessarily in order of importance, caused the hearing panel to conclude that there is a lack of credible and persuasive information that former head men's basketball coach offered cash payments. First, the *Yahoo! Sports* article in and of itself notes many of its shortcomings: (1) the article notes that it is only “part of the call”; (2) the tape recording “does not reference any specifics about the ‘offer’”; and (3) “[i]t does not appear from this part of the call that [business manager] had any knowledge of what [former head men's basketball coach] [wa]s describing.” Second, the case record contains no other supporting information that former head men's basketball coach offered cash payments other than its interpretation of the *Yahoo! Sports* article. The case record did not include a complete transcript of the call, a complete audio recording of the call, and/or any information that the authors of the *Yahoo! Sports* article even listened to and/or had access to the tape recording. The hearing panel was unable to verify the *Yahoo! Sports* article based on independent means.

Indeed, the article notes that “Yahoo Sports has learned” but does not say where it learned this information and what information *Yahoo! Sports* had when authoring the article. Moreover, the case record did not include text messages, financial records, or witness testimony (associate of basketball prospective student-athlete No. 2, basketball prospective student-athlete No. 2’s mother, or basketball prospective student-athlete No. 2) that supports that former head men's basketball coach offered cash payments for basketball prospective student-athlete No. 2 to attend LSU. Simply put, the information in one news article in and of itself is not persuasive and credible information upon which the hearing panel can find that a violation occurred.

The hearing panel declines to rely on such tenuous connections to demonstrate that former head men's basketball coach offered cash payments.

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

e. **Allegation No. 5. [Bylaws 10.01.1, 10.1, 13.2.1, 13.2.1, 13.2.1.1-(e) (2016-17 Manual)] [Asserted Against LSU and Former Head Men's Basketball Coach].**

(1) **Introduction of Allegation No. 5.**

The Complex Case Unit alleged that, between at least April and November 2017, [former head men's basketball coach], head men's basketball coach, violated the principles of ethical conduct and provided impermissible cash payments to the former fiancée of a student-athlete in order to buy her silence regarding prior and current impermissible inducements to student-athletes or prospective student-athletes. Specifically, [former head men's basketball coach] agreed to send money to [former fiancée], the former fiancée of former student-athlete [men's basketball student-athlete at NCAA Division I Institution A], to keep quiet about [former head men's basketball coach's] payments to student-athletes. The communications between [former fiancée] and [former head former head men's basketball coach] exist as text messages on [former head men's basketball coach's] cell phone. Specifically, on July 25, 2017, [former fiancée] sent a text to [former head men's basketball coach], *"I know you also gave money to some of your new recruits. . ."* On July 26, 2017, [former fiancée] sent [former head men's basketball coach] another text, *". . . my trainer I use to work with has talked to a few ppl in the basketball world & have offered me money to talk. Pls contact me by the end of the day or I will have to take them up on the offer."* [Former head men's basketball coach's] reply to these text messages was, *"Call me."* On July 27, 2017, [former fiancée] sent another text, *"I need 5 more to put a down payment on a car. Put it in the same account."* On July 28, 2017, [former fiancée] continued, *"Send 9 to this account (my mon's [sic] ... you've done your part now I have to do mine and make sure this doesn't get out."* On July 31, 2017, [former fiancée] sent another text, *"[former head men's basketball coach] it's [former fiancée]. Did you get my message?"* [Former head men's basketball coach] replied the same day, *"Yes I did. I thought we were done."* [Former fiancée] replied, *"I told you when I went back to the dealership he told me I had to put more money down because of my credit. We will be done w everything after this..."* [Former head men's basketball coach] replied the following day on August 1, 2017, *"I'm sorry you are having money issues. You said we were done after the last transfer I sent, so in my mind we are done."* The timing of this exchange between [former fiancée] and [former head men's basketball coach] coincide with the inducements offered by [former head men's basketball coach] to secure [basketball prospective student-athlete No. 2's] commitment (Allegation No. 4).

LSU disagreed with the underlying facts and that the facts in allegation No. 5 constitute a violation.

Former head men's basketball coach disagreed with the underlying facts and that the facts as alleged in allegation No. 5 constitute a violation. He disagreed that allegation No. 5 supports the head coach responsibility allegation (allegation No. 10). 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 Offers and Inducements.

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

(3) Former Head Men's Basketball Coach Impeded Disclosure of Potential Violations and Failed to Report Former Fiancée's Allegation to LSU's Compliance Staff. However, the Record Does Not Establish a Sufficient Basis or Credible Information to Conclude that Former Head Men's Basketball Coach Offered or Provided Recruiting Inducements.

Former Head Men's Basketball Coach Impeded Disclosure of Alleged Violations and Failed to Report Alleged Violations.

The hearing panel concludes that credible and persuasive information supports the conclusion that under the unique circumstances of this case, former head men's basketball coach's payment to former fiancée in response to her request for money to avoid disclosure and his failure to report her purported knowledge of potential impermissible activities violated the unethical conduct bylaws. However, there is not sufficient information in the record to support a finding of the provision of a recruiting inducement related to [basketball prospective student-athlete No. 2].

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-(b) identifies as unethical conduct an individual's knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid. Further, Bylaw 10.1-(c) identifies unethical conduct as 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.

The hearing panel finds that former head men's basketball coach's payment to former fiancée constituted unethical conduct in violation of Bylaw 10.1-(c). Based on former fiancée's relationship with former men's basketball student-athlete at NCAA Division I Institution A while he was a student-athlete in former head men's basketball coach's men's basketball program at another institution and her potential access to relevant information regarding former men's basketball student-athlete at NCAA Division I Institution A's student-athlete experience, the hearing panel concludes that the former head men's basketball coach believed that former fiancée may have had information regarding potential NCAA improprieties in and around former head men's basketball coach's programs.

The text messages between former head men's basketball coach and former fiancée speak for themselves. They show a request from former fiancée to former head men's basketball coach for payment to eliminate the potential for disclosure of NCAA violations and an indication that former fiancée received payment from former head men's basketball coach:

- On July 26, 2017, former fiancée sent former head men's basketball coach a text, “. . . my trainer I use to work with has talked to a few ppl in the basketball world & have offered me money to talk. Pls contact me by the end of the day or I will have to take them up on the offer.” Former head men's basketball coach's reply to these text messages was, “[c]all me.”
- On July 27, 2017, former fiancée sent another text, “I need 5 more to put a down payment on a car. Put it in the same account.”

- On August 9, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach “[b]ut coach [expletive] more serious than I thought. I talked to her. She’s dead [expletive] serious. She’s even going as far as telling the NCAA about me selling my game tickets, the team getting free tattoos, the tutors, recruiting. All that [expletive] . . . A bunch of [expletive] happened at [NCAA Division I Institution A] that will get a bunch of stuff stirred up. I did tell her what she was asking for was out of the question. All she said was I better not be far off and she’s not playing.”

The record also contains sufficient information to demonstrate that former head men's basketball coach paid money to former fiancée in direct proximity to her requests to avoid the public dissemination of the information relating to potential impermissible activities:

- On July 28, 2017, former fiancée continued, “[s]end 9 to this account (my mon’s [sic] ... you’ve done your part now I have to do mine and make sure this doesn’t get out.”
- On July 31, 2017, former fiancée sent another text, “[former head men’s basketball coach] it’s [former fiancée]. Did you get my message?” Former head men's basketball coach replied the same day, “[y]es I did. I thought we were done.” Former fiancée replied, “I told you when I went back to the dealership he told me I had to put more money down because of my credit. We will be done w everything after this...”
- On August 1, 2017, former head men's basketball coach replied “I’m sorry you are having money issues. You said we were done after the last transfer I sent, so in my mind we are done.”

It is impermissible for a coach to impede, in any way, the dissemination of information that could be pertinent and necessary for the discovery and investigation of potential violations of NCAA legislation. The text message thread between former head men's basketball coach and former fiancée described above demonstrates that former head men's basketball coach’s payment to former fiancée violated these principles of honesty and sportsmanship. Former head men's basketball coach claims to have viewed former fiancée’s claims as “idle threats,” “crazy,” and clearly “a bunch of BS” are irrelevant to this finding because Bylaw 10.01.1 does not require actual determination of whether a violation occurred. By paying money to impede the institution’s compliance process and the NCAA infractions

process from having access to an information source, one whose proximity to potential information of NCAA related improprieties is both clear based on her relationship with former men's basketball student-athlete at NCAA Division I Institution A at the time and corroborated via text message from the former men's basketball student-athlete at NCAA Division I Institution A, former head men's basketball coach acted unethically in violation of Bylaw 10.1 and Bylaw 10.1-(c). By his communications and payment, he attempted to prevent disclosure of potential violations and prevent the work of the institution's compliance department and the NCAA infractions process from even beginning.

The hearing panel recognizes that in the future there may be coaches who are faced with disclosures of potential violations that they believe are completely without merit. The hearing panel wants to be clear that it does not intend to generate a brand-new universe of reporting obligations every time someone whimsically or spitefully alleges a coach or program is generally "dirty." Here, however, former fiancée was a person who was in close proximity to the other institution's men's basketball program and the student-athletes' experiences through her relationship with former men's basketball student-athlete at NCAA Division I Institution A and her messages were specific and indicated disclosures without receipt of payment. Rather than engaging with compliance, former head men's basketball coach engaged with the accuser and even paid money to her for the purpose of impeding disclosure of allegations of potential violations. A reasonable head coach in a similarly situated position as former head men's basketball coach, upon receipt of the messages from former fiancée, should have brought the issue to the attention of the LSU compliance department.

Former head men's basketball coach retained counsel "to assist him with addressing [former fiancée's] blatant extortion attempt" and explained that he hired "a former federal prosecutor to deal with [former fiancée] and this situation." He asserted that he acted under the direction of his attorney. A reasonable head coach faced with a similar situation as former head men's basketball coach should not have paid money to former fiancée and should have reported the situation to LSU.

Additionally, the hearing panel finds that former head men's basketball coach violated the general principles of honesty and sportsmanship under Bylaw 10.01.1 by failing to report to LSU compliance that an individual who has indicated having information about potential NCAA violations. In former head men's basketball coach's response to the notice of allegations, he stated that "[he] never had any reason to be concerned that

[former fiancée] would credibly disclose to the public an NCAA violation.” Bylaw 10.01.1 does not require actual knowledge of impermissible conduct for a violation to occur.

Former head men's basketball coach also indicated that he hired a personal attorney, which he was certainly entitled to do. However, for individuals who are threatening the disclosure of potential NCAA violations – true or false – it is necessary for them to take that information not just to a personal attorney, but also to their institution’s compliance staff. If former head men's basketball coach had discussed this situation with LSU’s athletics administrators and compliance, then he could have received appropriate assistance.

Payment to Former Fiancée Did Not Constitute the Provision of a Recruiting Inducement to Basketball Prospective Student-Athlete No. 2.

Bylaw 13.2.1 provides that 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. Bylaws 13.2.1-(a) and -(e) specifically prohibit an employment arrangement for a prospective student-athlete’s relatives and cash or like items. Here, the hearing panel concludes there is not sufficient information in the record to support that any payment former head men's basketball coach provided to former fiancée was linked to her status as a friend or family member associated with a prospective student-athlete or for any prospective-student athlete, family member or family friend. Instead, any payments former head men's basketball coach made to former fiancée were a result of former fiancée's extortion attempt.

The hearing panel thus concludes that violations occurred related to impeding disclosure and failing to report potential violations. Pursuant to Bylaw 19.1.2, these violations are Level I because the violations seriously undermined or threatened the integrity of the NCAA Collegiate Model.

f. Allegation No. 6. [Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.1, 13.2.1.1-(a), 13.2.1.1-(e), 13.2.1.1-(h), 16.11.2.1 (2019-20 Manual)] [Asserted Against LSU and Former Assistant Men's Basketball Coach No. 1].

(1) Introduction of Allegation No. 6.

The Complex Case Unit alleged that, between at least February and June 2020, [former assistant men's basketball coach No. 1], assistant men's basketball coach, with the knowledge of [former head men's basketball coach], head men's basketball coach, violated the principles of ethical conduct and/or provided impermissible recruiting inducements in the form of cash payments, a job offer, lodging, impermissible academic assistance, a scholarship, and assistance securing visas to then men's basketball prospective student-athlete [basketball prospective student-athlete No. 1]¹⁶ Specifically, [former assistant men's basketball coach No. 1] offered to provide [basketball prospective student-athlete No. 1] and/or his family members or associates with \$300,000 cash (paid in installments of \$50,000), help with [basketball prospective student-athlete No. 1's] ACT scores via a testing center in Florida, and help with fixing [basketball prospective student-athlete No. 1's] transcripts via a "school" in New Jersey. [Former assistant men's basketball coach No. 1] also offered to do various favors for [basketball prospective student-athlete No. 1's] friends and relatives as a further inducement to secure [basketball prospective student-athlete No. 1's] commitment to LSU, including: a job within the institution's men's basketball program, an apartment, and a car for [basketball prospective student-athlete No. 1's] cousin; a promise of a scholarship for a friend of [basketball prospective student-athlete No. 1]; and assistance securing visas for other African basketball players to the United States.

LSU agreed with the underlying facts and that the facts in allegation No. 6 constitute a violation but disagreed that former head men's basketball coach knew about the offer.

Former head men's basketball coach disagreed with the underlying facts and that the facts as alleged in allegation No. 6 constitute a violation. He disagreed that allegation No. 6 supports the head coach responsibility allegation (allegation No. 10). 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.

¹⁶ Basketball prospective student-athlete No. 1 ultimately committed to and enrolled at another NCAA institution.

Former assistant men's basketball coach No. 1 disagreed with the underlying facts and that the facts as alleged in allegation No. 6 constitute a violation.

(2) NCAA Legislation Relating to Ethical Conduct, Offers and Inducements and Extra Benefits.

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

(3) The Case Record Does Not Establish a Sufficient Basis or Credible Information to Conclude that Former Assistant Men's Basketball Coach No. 1 Provided Recruiting Inducements or Extra Benefits.

The hearing panel finds that there is insufficient credible and persuasive information to establish that former assistant men's basketball coach No. 1 provided recruiting inducements in the form of cash payments, a job offer, lodging, impermissible academic assistance, a scholarship, or assistance securing visas to basketball prospective student-athlete No. 1 or his family members or associates.

Pursuant to Bylaw 13.2.1.1, an employment arrangement for a prospective student-athlete's family member, cash or like items, and free or reduced-cost housing are specifically prohibited. Bylaw 16.11.2.1 provides that "student-athletes shall not receive any extra benefits. The term 'extra benefit' refers to any special arrangement by an institutional employee or representative of the institution's athletics interest to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation."¹⁷

The hearing panel received conflicting accounts from former assistant men's basketball coach No. 1 and cousin of basketball prospective student-athlete No. 1 of the conversations regarding basketball prospective student-athlete No. 1. Since the case record before the hearing panel does not contain any specific text messages or other corroborating information other than each of their recollections of the conversations, the hearing panel's determination rests on which of the two individuals it found

¹⁷ While the Complex Case Unit cited Bylaw 16.11.2.1 in the notice of allegations, there is no information in the case record to confirm that the alleged benefits were provided to basketball prospective student-athlete No. 1 while he was enrolled as a current student-athlete.

credible.¹⁸ The hearing panel thus determined and weighed the credibility of former assistant men's basketball coach No. 1 and cousin of basketball prospective student-athlete No. 1 to address the conflicting accounts.

The hearing panel found former assistant men's basketball coach No. 1 credible for the following reasons:

- First, former assistant men's basketball coach No. 1 had a pristine infractions history, having never been charged with any NCAA legislation violations in his coaching career from 2001 until the issuance of the notice of allegations in this infractions case.
- Second, former assistant men's basketball coach No. 1 acknowledged having preliminary discussions with cousin of basketball prospective student-athlete No. 1 about the possibility of a basketball prospective student-athlete No. 1 relative joining the LSU coaching staff and discussions, at cousin of basketball prospective student-athlete No. 1's prompting, about a possible athletic scholarship for basketball prospective student-athlete No. 1's friend.
- Third, former assistant men's basketball coach No. 1 acknowledged that he used encrypted communication platforms such as WhatsApp and the Telegram app. However, it was cousin of basketball prospective student-athlete No. 1, not former assistant men's basketball coach No. 1, who instigated using the Telegram app as their primary means of communication.
- Fourth, former assistant men's basketball coach No. 1 was admittedly upset upon learning that basketball prospective student-athlete No. 1 was not going to attend LSU and directed his anger towards cousin of basketball prospective student-athlete No. 1. However, former assistant men's basketball coach No. 1, former head men's basketball coach and LSU accepted the fact that basketball prospective student-athlete No. 1 committed to attend another institution, and upon learning of his decision, moved on. There is no other information in the case record to indicate that former assistant men's basketball coach No. 1 engaged in any

¹⁸ While there was a screenshot of a conversation between former assistant men's basketball coach No. 1 and cousin of basketball prospective student-athlete No. 1, it did not go to the content of any offer or contain information relevant to this allegation.

acrimonious behavior toward basketball prospective student-athlete No. 1 regarding his decision to attend another NCAA institution.

- Fifth, the hearing panel found former assistant men's basketball coach No. 1 to be forthcoming and credible at the hearing.

The hearing panel found cousin of basketball prospective student-athlete No. 1 less credible than former assistant men's basketball coach No. 1. First, the hearing panel found the following inconsistencies in the case record regarding cousin of basketball prospective student-athlete No. 1's recollections:

- Cousin of basketball prospective student-athlete No. 1 provided conflicting accounts regarding the timing of the escalation of the payments. In his October 14, 2020, interview, he recalled that former assistant men's basketball coach No. 1's offers increased over a period of time. He stated, "like first [former assistant men's basketball coach No. 1] started with 100,000 and then when he seen that we wasn't really interested in it he raised it up to -- all way to 300." However, subsequently, in his April 15, 2021, interview, he recalled that the conversation did not have an escalation of payment, but stated at the alleged offer was initially \$300,000.
- Guardian of basketball prospective student-athlete No. 1's, another cousin of basketball prospective student-athlete No. 1 and basketball prospective student-athlete No. 1's legal guardian, recollection of the cash offer differed from cousin of basketball prospective student-athlete No. 1's. Guardian of basketball prospective student-athlete No. 1 recalled the offer being \$200,000, not \$300,000.
- Cousin of basketball prospective student-athlete No. 1 mentioned that he was in regular communication with basketball prospective student-athlete No. 1 about what former assistant men's basketball coach No. 1 was offering. However, as part of basketball prospective student-athlete No. 1's amateurism review by the Eligibility Center, he indicated he had no knowledge of the accusations reported against or offers of recruiting inducements by former assistant men's basketball coach No. 1.

Second, the hearing panel also found cousin of basketball prospective student-athlete No. 1 less credible because of a lack of corroboration:

- Friend of cousin of basketball prospective student-athlete No. 1 was unable to corroborate cousin of basketball prospective student-athlete No. 1's account. Cousin of basketball prospective student-athlete No. 1 stated that he had made friend of cousin of basketball prospective student-athlete No. 1 aware of the alleged recruiting inducements from former assistant men's basketball coach No. 1 when the Eligibility Center commenced its investigation of basketball prospective student-athlete No. 1's amateur status. However, friend of cousin of basketball prospective student-athlete No. 1 was unaware of the alleged offers and stated that had such offers been made, cousin of basketball prospective student-athlete No. 1 would have shared that with him "right away." Friend of cousin of basketball prospective student-athlete No. 1 only learned of the alleged recruiting inducements when the Complex Case Unit issued the notice of allegations.
- As noted above, cousin of basketball prospective student-athlete No. 1 indicated that basketball prospective student-athlete No. 1 had been made aware of the offers and therefore should have been able to corroborate cousin of basketball prospective student-athlete No. 1's statements. However, basketball prospective student-athlete No. 1 directly contradicted his position in his interview with the Eligibility Center by indicating that he was wholly unaware of anything.¹⁹
- Cousin of basketball prospective student-athlete No. 1 indicated that he and former assistant men's basketball coach No. 1 had multiple conversations via the Telegram app that spoke to the offers, yet the only screen shot available to the hearing panel in the case record was an innocuous screen shot without substantive information about the offers.

Third, guardian of basketball prospective student-athlete No. 1's affidavit and cousin of basketball prospective student-athlete No. 1's affidavit contained similar mistakes and some virtually identical statements that

¹⁹ Basketball prospective student-athlete No. 1 also refused to sit for an interview as requested by former assistant men's basketball coach No. 1's counsel, which could have potentially resolved this discrepancy.

suggest that the affidavits could have been prepared through concerted efforts or by a single person.²⁰

Fourth, cousin of basketball prospective student-athlete No. 1, thinking former assistant men's basketball coach No. 1 could have been the source of the anonymous tip to the Eligibility Center regarding basketball prospective student-athlete No. 1's initial eligibility, may have had a motive for making allegations regarding former assistant men's basketball coach No. 1. Following the February 2020 meeting into June 2020, cousin of basketball prospective student-athlete No. 1 claimed he and former assistant men's basketball coach No. 1 communicated about the alleged offers on Telegram "more than 20 times." However, he did not mention it to anyone except guardian of basketball prospective student-athlete No. 1 until basketball prospective student-athlete No. 1's attorney asked about it during an interview with the Eligibility Center.

Fifth, cousin of basketball prospective student-athlete No. 1 was potentially trying to deflect away from basketball prospective student-athlete No. 1's potential initial-eligibility issues by suggesting that former assistant men's basketball coach No. 1 fabricated the potential initial-eligibility issues because basketball prospective student-athlete No. 1 did not commit to attend LSU. There was no dispute that cousin of basketball prospective student-athlete No. 1 believed former assistant men's basketball coach No. 1 was the individual who initiated the Eligibility Center inquiry into basketball prospective student-athlete No. 1's initial eligibility, that cousin of basketball prospective student-athlete No. 1 was angry about it and, therefore, that cousin of basketball prospective student-athlete No. 1 was motivated to place responsibility on former assistant men's basketball coach No. 1 for the questioning of basketball prospective student-athlete No. 1's initial eligibility. Cousin of basketball prospective student-athlete No. 1 accused former assistant men's basketball coach No. 1 of being the anonymous tipper to the Eligibility Center, reciting threats former assistant men's basketball coach No. 1 had allegedly made to him after learning that basketball prospective student-athlete No. 1 was committing to another NCAA institution. Former assistant men's basketball coach No. 1 never denied that angry words were spoken

²⁰ For example, guardian of basketball prospective student-athlete No. 1 stated in his affidavit, "I, along with my cousin [cousin of basketball prospective student-athlete No. 1] have been directly involved in [basketball prospective student-athlete No. 1's] recruitment by National Collegiate Athletic Association member institutions." Similarly, cousin of basketball prospective student-athlete No. 1 stated in his affidavit "I, along with my cousin [guardian of basketball prospective student-athlete No. 1] have been directly involved in [basketball prospective student-athlete No. 1's] recruitment by National Collegiate Athletic Association member institutions."

between the two and acknowledged that cousin of basketball prospective student-athlete No. 1 “could have taken [his angry response] that way [as a threat].” However, if basketball prospective student-athlete No. 1, his family or associates needed to do something to deflect from potential initial-eligibility issues at another institution, one thing they might have done is put cousin of basketball prospective student-athlete No. 1 and guardian of basketball prospective student-athlete No. 1 up to reporting recruiting inducements by LSU to implicate someone who they believed gave the Eligibility Center the tip about basketball prospective student-athlete No. 1’s potential initial-eligibility issues. In fact, this wholly unrelated LSU-related matter was only brought up unsolicited during the Eligibility Center inquiry.

Accordingly, for these reasons, the hearing panel finds insufficient credible and persuasive information to establish that a violation occurred based on the facts alleged in allegation No. 6.

g. Allegation No. 7. [Bylaws 10.01.1, 10.1, 13.2.1, 13.2.1.1-(e) (2017-18 NCAA Division I Manual)] [Asserted Against LSU and Former Head Men’s Basketball Coach].

(1) Introduction of Allegation No. 7.

The Complex Case Unit alleged that, in April 2018, [former head men’s basketball coach], head men’s basketball coach, paid [men’s basketball student-athlete at NCAA Division I Institution A] for his services as an impermissible recruiter for [basketball prospective student-athlete No. 4], a prospective student-athlete for the LSU men’s basketball program. [Men’s basketball student-athlete at NCAA Division I Institution A] was a friend of [basketball prospective student-athlete No. 4’s] family and told [former head men’s basketball coach] that he, [basketball prospective student-athlete No. 4’s] mother, and [basketball prospective student-athlete No. 4] would “make the decision on where he goes.” In exchange for [men’s basketball student-athlete at NCAA Division I Institution A’s] influence over [basketball prospective student-athlete No. 4’s] decision, [former head men’s basketball coach] directed that payments be made to [men’s basketball student-athlete at NCAA Division I Institution A] from a bank account in the name of [former head men’s basketball coach’s] wife that [former head men’s basketball coach] and his wife treated as a joint account.

LSU disagreed with the underlying facts and that the facts in allegation No. 7 constitute a violation.

Former head men's basketball coach disagreed with the underlying facts and that the facts as alleged in allegation No. 7 constitute a violation. He disagreed that allegation No. 7 supports the head coach responsibility allegation (allegation No. 10).

(2) NCAA Legislation Relating to Ethical Conduct and Offers and Inducements.

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

(3) Former Men's Basketball Student-Athlete at NCAA Division I Institution A was an Impermissible Recruiter. However, There Is Insufficient Information to Conclude that Former Head Men's Basketball Coach Made Impermissible Payments to Former Men's Basketball Student-Athlete at NCAA Division I Institution A.

The hearing panel concludes that credible and persuasive information supports the conclusion that former head men's basketball coach knowingly allowed and directed former men's basketball student-athlete at NCAA Division I Institution A to be an impermissible recruiter. The hearing panel finds that there is insufficient credible and persuasive information to establish that former head men's basketball coach made impermissible payments to former men's basketball student-athlete at NCAA Division I Institution A.

Bylaw 10.1 defines unethical conduct and includes a non-exhaustive list of behaviors expressly identified as unethical. Specifically, Bylaw 10.1-(b) identifies as unethical conduct an individual's knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid. Additionally, Bylaw 10.01.1 provides that 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 13.2.1 provides that an institution's staff member 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. Further, pursuant to Bylaw

13.1.2.1, 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. Bylaw 13.1.2.2-(d) includes a general exception for contacts made with a prospective student-athlete by an established family friend or neighbor, it being understood that such contacts are not made for recruiting purposes and are not initiated by a member of an institution's coaching staff.

Based on the series of messages exchanged between former head men's basketball coach and former men's basketball student-athlete at NCAA Division I Institution A and former head men's basketball coach's testimony at the hearing, the hearing panel reasonably concluded that around August 2017, a written agreement existed between former head men's basketball coach and former men's basketball student-athlete at NCAA Division I Institution A. As further described in Section III.b. above, the references in the text messages between former head men's basketball coach and former men's basketball student-athlete at NCAA Division I Institution A confirm the written agreement:

- On August 15, 2017, former head men's basketball coach wrote to former men's basketball student-athlete at NCAA Division I Institution A, “[g]etting it written up. Will get to you today. I’ll let you know when I email it.”
- Later that day, former men's basketball student-athlete at NCAA Division I Institution A responded, “[s]igned. Check your email.”
- On November 14, 2017, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[a]nd I was wondering if we could redo our agreement?” On November 21, 2017, former men's basketball student-athlete at NCAA Division I Institution A followed up to former head men's basketball coach, “I didn’t know if you remembered or not. I asked if we could do our agreement from the summer again.”

As described in Section III.b. above, beginning in August 2017 and continuing until April 2018, former head men's basketball coach exchanged numerous messages with his wife and former men's basketball student-athlete at NCAA Division I Institution A, which suggest that

former head men's basketball coach made payments to former men's basketball student-athlete at NCAA Division I Institution A.

The case record does not contain sufficient credible information to determine that the April 2018 payments were related to former men's basketball student-athlete at NCAA Division I Institution A's attempts to recruit basketball prospective student-athlete No. 4 as opposed to a continuation of a pattern of previous payments to former men's basketball student-athlete at NCAA Division I Institution A. In fact, the hearing panel finds that the money former head men's basketball coach directed to be paid to former men's basketball student-athlete at NCAA Division I Institution A had nothing to do with basketball prospective student-athlete No. 4 or the recruiting efforts to get basketball prospective student-athlete No. 4 to commit to LSU.

Former head men's basketball coach's directions to former men's basketball student-athlete at NCAA Division I Institution A in the communications and direction concerning the recruitment of basketball prospective student-athlete No. 4 made former men's basketball student-athlete at NCAA Division I Institution A an impermissible recruiter per NCAA legislation. Following the April 2, 2018, message from former men's basketball student-athlete at NCAA Division I Institution A to former head men's basketball coach described above, the series of text messages former head men's basketball coach exchanged with former men's basketball student-athlete at NCAA Division I Institution A and director of basketball operations that followed April 9, 2018, demonstrate former head men's basketball coach's directions to former men's basketball student-athlete at NCAA Division I Institution A for use of his recruitment efforts:

- Former head men's basketball coach wrote to former men's basketball student-athlete at NCAA Division I Institution A, “[g]ood stuff. Just left mom.” Former men's basketball student-athlete at NCAA Division I Institution A asked, “[w]hat you think?” Former head men's basketball coach replied, “[I]ove him and mom. Perfect for us.” Former men's basketball student-athlete at NCAA Division I Institution A wrote, “[t]old you coach! Glad I could help out for ones.” Former head men's basketball coach responded, “[w]e gotta get this done!!!” Former men's basketball student-athlete at NCAA Division I Institution A replied, “I talk to him every single day. I’ll her tomorrow for sure.” Former head men's basketball coach confirmed, “[o]k. Just let me know.”

- Former head men's basketball coach also wrote to director of basketball operations that day, “[t]his [basketball prospective student-athlete No. 4] kid is real down.” Former head men's basketball coach followed up with director of basketball operations, “[n]eed to make sure we coach [former men's basketball student-athlete at NCAA Division I Institution A] thru this.” Director of basketball operations responded, “[a]nd yes i know [basketball prospective student-athlete No. 4] is huge whatever i need to do with [former men's basketball student-athlete at NCAA Division I Institution A] just let me know.” Former head men's basketball coach responded, “[j]ust don't want [former men's basketball student-athlete at NCAA Division I Institution A] to be too aggressive.”
- Later that day, former men's basketball student-athlete at NCAA Division I Institution A wrote to former head men's basketball coach, “[a]yy coach! Do you think the mrs can send the same amount today? . . . I'll be good till next month for sure. I'm just trying to get this done.” Former head men's basketball coach responded, “[o]k. 2?” Former men's basketball student-athlete at NCAA Division I Institution A asked, “[c]an you do 5 again? And [NCAA Division I Institution F] just hit [basketball prospective student-athlete No. 4] up. I gotta get out there and get him in the gym ASAP.” Former men's basketball student-athlete at NCAA Division I Institution A followed up, “I told him he needs to have me his top 3 by Wednesday . . . If I can take off earlier I'm gonna Wednesday. I really think we need to put that offer on paper in front of him.” Former men's basketball student-athlete at NCAA Division I Institution A also wrote, “I think if y'all go 1st you can do exactly what I did when I signed.” Former men's basketball student-athlete at NCAA Division I Institution A then wrote, “[o]k. I'm gonna go Wednesday. Ask him to come Friday.” Former head men's basketball coach responded, “[o]k. We can't be too pushy and he can't feel like you are working for us / trading info. Will hurt with kid I think.” Former men's basketball student-athlete at NCAA Division I Institution A responded, “I'm already ahead of you. I been playing even field the whole time. I just always tell him I can only vouch for you because I played for you . . . I got you coach. I'm learning on the fly.” Former men's basketball student-athlete at NCAA Division I Institution A followed up, “[j]ust got off the phone with him tho. Right now it's 1. [NCAA Division I Institution E] 2. LSU 3. [NCAA Division I

Institution B] in that order.” Former head men's basketball coach responded, “[w]hat do we need to do to overcome [NCAA Division I Institution E]?” Former men's basketball student-athlete at NCAA Division I Institution A replied, “[s]how him some of your nba muscle . . . Als I would get more staff involved. He like that about [NCAA Division I Institution E].”

The hearing panel thus concludes that violations occurred related to former men's basketball student-athlete at NCAA Division I Institution A as an impermissible recruiter. Pursuant to Bylaw 19.1.3-(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 13.1.6.2.1-(a) (2018-19 Manual)] [Asserted Against LSU, Former Head Men's Basketball Coach and Former Assistant Men's Basketball Coach No. 1].

(1) Introduction of Allegation No. 8.

The Complex Case Unit alleged that, on February 28, 2019, [former head men’s basketball coach], head men's basketball coach, and [former assistant men's basketball coach No. 1], assistant men's basketball coach, had an impermissible in-person contact with the parents of prospective student-athlete [basketball prospective student-athlete No. 3] on the same day that [basketball prospective student-athlete No. 3] competed. Specifically, on February 28, 2019, [former head men’s basketball coach coach] and [former assistant men's basketball coach No. 1] traveled to Birmingham, Alabama, to watch the boys’ basketball state finals, which included a game played by [basketball prospective student-athlete No. 3’s] high school team. After the game, [former head men’s basketball coach] and [former assistant men's basketball coach No. 1] met with [parents of basketball prospective student-athlete No. 3] and others at [restaurant] in Birmingham. A photograph of the meeting later surfaced on Instagram. Neither [former head men’s basketball coach] nor [former assistant men's basketball coach No. 1] self-reported the matter; rather, LSU’s Compliance office learned of the impermissible contact through the NCAA.

LSU agreed with the underlying facts and that the facts in allegation No. 8 constitute a violation. However, it disputes whether it is a Level II violation.

Former head men's basketball coach agreed with the underlying facts and that the facts in allegation No. 8 constitute a violation. However, he disputes whether it is a Level II violation.

Former assistant men's basketball coach No. 1 agreed with the underlying facts and that the facts in allegation No. 8 constitute a violation. However, he disputes whether it is a Level II violation.

(2) NCAA Legislation Relating to Contact Restrictions at Specified Sites.

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

(3) Former Head Men's Basketball Coach and Former Assistant Men's Basketball Coach No. 1 had Impermissible Contact with Parents of Basketball Prospective Student-Athlete No. 3.

The hearing panel concludes that credible and persuasive information supports the conclusion that former head men's basketball coach and former assistant men's basketball coach No. 1 had impermissible contact with parents of basketball prospective student-athlete No. 3 at restaurant in Birmingham, Alabama February 28, 2019.

Bylaw 13.02.4 provides that a contact is any face-to-face encounter between a prospective student-athlete or the prospective student-athlete's family members and an institutional staff member or athletics representative during which any dialogue occurs in excess of an exchange of a greeting. Any such face-to-face encounter that is prearranged (e.g., staff member takes a position in a location where contact is possible) or that takes place on the grounds of the prospective student-athlete's educational institution or at the site of organized competition or practice involving the prospective student-athlete or the prospective student-athlete's high school, preparatory school, two-year college or all-star team shall be considered a contact, regardless of whether any conversation occurs. Further, Bylaw 13.1.6.2.1 applies contact restrictions at specified sites in basketball. Specifically, Bylaw 13.1.6.2.1-(a) restricts in-person contact with a prospective student-athlete or the prospective student-athlete's family members during a day of the prospective student-athlete's competition (e.g., before and after the competition).

LSU self-reported the conduct December 15, 2021, as a Level III violation based on the following facts. On February 28, 2019, former head men's basketball coach and former assistant men's basketball coach No. 1 traveled to Birmingham, Alabama, to watch the boys' basketball state

finals, which included a game played by basketball prospective student-athlete No. 3's high school team. Once the game concluded, former head men's basketball coach and former assistant men's basketball coach No. 1 and a few of former assistant men's basketball coach No. 1's family and friends went to restaurant in the locale of the tournament site to eat lunch. Former head men's basketball coach and former assistant men's basketball coach No. 1's family and friends were in the process of finishing their meal, when parents of basketball prospective student-athlete No. 3, arrived at restaurant for lunch. Parents of basketball prospective student-athlete No. 3 ordered their food and then pulled up two chairs and sat down at the same table as former head men's basketball coach, former assistant men's basketball coach No. 1 and former assistant men's basketball coach No. 1's family and friends while waiting on their meal, at which time former head men's basketball coach exchanged a brief greeting with the parents of basketball prospective student-athlete No. 3. After a few minutes, parents of basketball prospective student-athlete No. 3's food arrived and then former head men's basketball coach, former assistant men's basketball coach No. 1 and his family and friends exited restaurant.

The issue before the hearing panel is whether to elevate this violation from a Level III violation to a Level II violation. The Complex Case Unit contended that because the meal was prearranged and initiated by the coaches, involved multiple coaches and that it extended for several minutes, the violation provided more than a minimal recruiting advantage. Further, the Complex Case Unit contended that the accounts provided by independent, third parties at the lunch, financial advisor and senior advisor to U.S. senator painted a different picture from the "chance encounter." LSU, former head men's basketball coach and former assistant men's basketball coach No. 1 dispute that it was prearranged or initiated by them, and that anything more than a brief greeting and general conversation was exchanged with the parents of basketball prospective student-athlete No. 3 while they waited for their food.

The hearing panel declines to elevate the violation for allegation No. 8 to a Level II violation because the case record does not establish that the violation provided more than a minimal recruiting advantage as it was neither prearranged or initiated by the coaches nor more than a brief encounter.

Specifically, the hearing panel finds there is insufficient credible or persuasive information to conclude that former assistant men's basketball coach No. 1's approximately one minute phone call to father of basketball prospective student-athlete No. 3 on the morning of February 28, 2019,

was intended to prearrange a meeting with the parents of basketball prospective student-athlete No. 3 at restaurant. Former assistant men's basketball coach No. 1 communicated frequently with father of basketball prospective student-athlete No. 3 during the recruitment of basketball prospective student-athlete No. 3. Father of basketball prospective student-athlete No. 3 did not recall the substance of that conversation. Former assistant men's basketball coach No. 1 had a limited recollection of the conversation but recalled that "I remember it was like it's game day, semi-finals, you fired up . . . that's what we talked about, the game coming up and being fired up about three-peating and it was about the game." Mere speculation that former assistant men's basketball coach No. 1 must have called father of basketball prospective student-athlete No. 3 on the morning of February 28, 2019, because he wanted to arrange a meeting at restaurant is just that – speculation. Speculation is not credible or persuasive information. In fact, it is no information at all.

The hearing panel finds that there is insufficient credible and persuasive information to conclude that the encounter provided more than a minimal recruiting advantage. Financial advisor attended basketball prospective student-athlete No. 3's state semi-final game in the Birmingham-Jefferson Convention Complex. He did not sit with the coaches until the last part of the game. Financial advisor indicated that he arranged to meet former head men's basketball coach and former assistant men's basketball coach No. 1 at restaurant. He recalled that tables at restaurant were pushed together to accommodate the group and that everyone's order, including the parents of basketball prospective student-athlete No. 3's order, were placed on his tab. He also believed that former head men's basketball coach and former assistant men's basketball coach No. 1 arrived separately from the parents of basketball prospective student-athlete No. 3. The summary of his June 18, 2021, interview did not include information related to the amount of time that the parents of basketball prospective student-athlete No. 3 spent at the table with the coaches.

Senior advisor to U.S. senator's interview corroborates financial advisor's recollection about the arrival of the parents of basketball prospective student-athlete No. 3, former head men's basketball coach and former assistant men's basketball coach No. 1. He stated that the parents of basketball prospective student-athlete No. 3 "definitely did not come with us or leave with us." Father of basketball prospective student-athlete No. 3 further corroborated senior advisor to U.S. senator's testimony when he explained that he did not arrive at restaurant until after the coaches because he "had to stay back with the team, because I worked security . . . with the team."

The hearing panel thus concludes that neither former head men's basketball coach nor former assistant men's basketball coach No. 1 prearranged or initiated the parents of basketball prospective student-athlete No. 3's appearance at restaurant. Pursuant to Bylaw 19.1.3-(b), this violation is Level III because the impermissible contact provided no more than a minimal advantage, consistent with how the NCAA previously processed the issue.

i. Allegation No. 9. [Bylaws 10.01.1, 10.1, 10.1-(a), 10.1-(c), 19.2.3.2 and 19.2.3.2.1 (2018-19 through 2019-20 Manuals and 2020-21 and 2021-22 NCAA Division I Manuals)] [Asserted Against LSU and Former Head Men's Basketball Coach].

(1) Introduction of Allegation No. 9.

The Complex Case Unit alleged that, from the beginning of the NCAA investigation into the above allegations and continuing to the present, [former head men's basketball coach], head men's basketball coach, violated the NCAA principles of ethical conduct and failed to cooperate in the investigation of Allegation Nos. 4 through 8, as well as a number of other allegations the CCU was ultimately unable to substantiate fully, when he refused to produce all records the CCU requested from him. Specifically:

- Between December 2018 and February 2020, the NCAA made repeated requests for a full and complete image of [former head men's basketball coach's] digital devices. During these thirteen months, [former head men's basketball coach] did not produce these records requested by the NCAA. [Former head men's basketball coach] ultimately produced to the NCAA only 60,000 of the estimated 130,000 records [former head men's basketball coach's] counsel claimed had been imaged.
- The NCAA referred this case to the CCU in the fall of 2020. The referral letter describes in detail [former head men's basketball coach's] failure to cooperate in providing the records requested. [Former head men's basketball coach's] lack of cooperation in producing requested documents continued during the IARP proceeding, as the CCU attempted to obtain the approximately 70,000 digital device records [former head men's basketball coach] withheld from the NCAA. Specifically, over the course of several months, including on December 30, 2020, and February 19, March

19, March 25, April 23, and July 29, 2021, the CCU renewed the request for these records. Each time, [former head men's basketball coach] refused to produce the documents. Only after being ordered by the IRP on August 20, 2021 to produce the records did [former head men's basketball coach's basketball coach] finally produce a portion of the requested digital device records – nearly three years after the NCAA initially requested them. [Former head men's basketball coach coach's] delay in producing the records was unjustified and obstructed the CCU's ability to investigate several allegations that had surfaced publicly in the media.

- On December 30, 2020 (and additionally on September 9 and November 1, 2021), the CCU made a request for bank records from [former head men's basketball coach] which were needed to verify or refute allegations of payments made by [former head men's basketball coach] to family members and associates of potential student athletes. Despite the obvious relevance to the CCU's investigation, [former head men's basketball coach] failed to produce financial records for the “joint account,” which is a bank account held in the name of his wife and mother to which a large percentage of his income was transferred. Despite many communications between [former head men's basketball coach] and his wife establishing [former head men's basketball coach's] control over the joint account, [former head men's basketball coach] repeatedly made the claim that his wife “handled the finances” and generally claimed ignorance of or stated he did not recall the details of his financial affairs.

However, the existence of text messages between [former head men's basketball coach] and his wife contradicts and belie [former head men's basketball coach's] statements. Furthermore, in lieu of providing records for the joint account, the CCU requested information on the ultimate disposition of funds transferred from [former head men's basketball coach's] account to the “joint account,” which [former head men's basketball coach] also failed to produce (or produced only in part).

- In addition to the above failures to produce requested documents, [former head men's basketball coach] violated the NCAA principles of ethical conduct and failed to cooperate when, during interviews with the NCAA or the CCU on April 12, 2019, October 27-28, 2021, and December 7, 2021, he knowingly provided false

or misleading information to the NCAA enforcement staff and CCU regarding his knowledge of and/or involvement in possible violations of an NCAA legislation. Specifically, [former head men's basketball coach] denied providing the recruiting inducements and other impermissible and/or unethical conduct detailed in Allegation Nos. 4, 5, 6, and 7, and he denied having the impermissible contact detailed in Allegation No. 8.

LSU agreed with the underlying facts and that the facts in allegation No. 8 constitute a Level I or Level II violation. However, it disputes that a violation can be demonstrated as to the requested "joint" banking records that former head men's basketball coach provided false and misleading information.

Former head men's basketball coach disagreed with the underlying facts and that the facts as alleged in allegation No. 9 constitute a violation.

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

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

(3) Former Head Men's Basketball Coach's Failure to Produce Records and Documents and Former Head Men's Basketball Coach's Provision of False and Misleading Information Constituted Unethical Conduct and a Failure to Cooperate.

The hearing panel concludes that credible and persuasive information supports the conclusion that former head men's basketball coach materially delayed full production of records and documents contrary to NCAA legislation.

Bylaw 10.1 defines unethical conduct and includes a non-exhaustive list of behaviors expressly identified as unethical. Specifically, Bylaw 10.1-(a) identifies as unethical conduct an individual's refusal to furnish information relevant to an investigation or a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution.

Bylaw 19.2.3 provides that the responsibility to cooperate by current and former institutional staff members 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. Further, pursuant to Bylaw 19.2.3.2.1, if an individual fails or refuses to produce materials requested by the enforcement staff during an investigation, the hearing panel may infer that the requested materials would support an alleged violation for which the party may be subject to penalty pursuant to Bylaw 19.9.

(a) Former Head Men's Basketball Coach Failed to Produce Records to the Enforcement Staff and the Complex Case Unit.

As set forth above in Section II., former head men's basketball coach's delay in fully producing records to the enforcement staff resulted in a 13-month delay in processing this infractions case. After the September 23, 2020, referral of the infractions case to the Independent Accountability Resolution Process, former head men's basketball coach's failure to fully produce records to the Complex Case Unit continued to delay the processing of this infractions case for approximately another 18 months. The fact is that production requests of former head men's basketball coach dated back to as early as December 2018 and he did not fully comply with the requests until almost three years later. Former head men's basketball coach, through the raising of non-applicable privilege assertions, unnecessarily delayed production of documents that caused delay in processing this infractions case.

Former head men's basketball coach's assertion of certain privacy, spousal and personal privileges that were not applicable in this proceeding took months to resolve and caused significant delay in the production of documents and, ultimately, the resolution of this infractions case. The Mobile Device Processing and Review Protocol made clear that protected data only included records protected under the attorney-client privilege or litigation work product doctrine. The Protocol referenced no other privileges (e.g., spousal privilege) beyond the attorney-client privilege or litigation work product doctrine. Rather than continuing to assert other non-delineated privileges, former head men's basketball coach should have asked the chief panel member for appropriate clarification to the extent they were covered or unclear about the Protocol. He did not.

Former head men's basketball coach's failure to produce documents to the enforcement staff and the Complex Case Unit are

both instances of failure to cooperate. Although former head men's basketball coach ultimately produced the requested records with some applicable exceptions, it took him almost three years to do so. Involved individuals are responsible for ensuring they and their counsel are acting consistent with the parameters of production in this process. Former head men's basketball coach's actions, through his counsel's continued raising of clearly non-applicable privileges in this process, needlessly delayed the processing of this infractions case. Former head men's basketball coach cannot rely on the advice of his counsel as a shield to a failure to cooperate violation.

Accordingly, for these reasons, the hearing panel finds violations based on the facts alleged in this portion of allegation No. 9.

(b) Former Head Men's Basketball Coach Had No Authority to Compel Production of His Wife and Mother's Bank Records Because He Did Not Have Authority to Disclose Those Records.

Former head men's basketball coach's wife and mother's bank account was held in their names. The account was created when former head men's basketball coach and his wife got married. Former head men's basketball coach did not provide the requested bank records or documentation confirming the names of the authorized account holders because his lack of being an account holder of the account prevented him from accessing that documentation.

The Complex Case Unit contended that because former head men's basketball coach apparently could direct his wife to make payments of money in and out of the account, that he controlled the account. Therefore, he had an obligation to produce the requested bank records. However, former head men's basketball coach's wife's attorney, acting on her behalf as the holder of the account, formally denied in writing providing the bank records to former head men's basketball coach and the NCAA. Former head men's basketball coach could not otherwise access the information via the bank because he was, in fact, not the actual holder of the account. Former head men's basketball coach confirmed it was ok to spend money or direct money to be spent on certain things is an insufficient basis to conclude that he had any authority to compel production of the requested bank records over the objection of the

holders of the bank account not wishing to disclose their personal banking information.

Thus, the relevant question is not whether former head men's basketball coach was required to force, compel or relinquish the actual bank records. He did not have the authority to produce the bank records as requested because they were records from his wife and mother's account. The case record reflects that the bank records rested outside of his authority to relinquish to enforcement staff or Complex Case Unit. Permission from individuals not subject to the NCAA obligation of cooperation with authority over the substantive records as the account holder, whether wholly or in part, was not provided. The records were not his to produce and his wife objected in writing to their production.

In the alternative, without the ability to access the wife and mother's bank account records, the Complex Case Unit sent former head men's basketball coach's counsel a list of approximately 230 significant transfers made during the relevant time period. Former head men's basketball coach provided disposition information related to four transactions.

The relevant question is whether the additional information former head men's basketball coach provided in response to the alternative request for banking information regarding this account, as well as production in relation to other accounts, was appropriate cooperation. The hearing panel determines that his response was appropriate cooperation.

First, he provided banking information regarding all other banking accounts for which he had appropriate authority as an account holder. Second, he provided responses related to those transactions in relation to his wife and mother's account for which he had a specific recollection. While limited, the case record and the Complex Case Unit reflect such responses. For those transactions in which he did not have any recollection, former head men's basketball coach's responses, as he reaffirmed in the hearing, referencing previously provided text messages as a source for clarifying information devoid of potential memory lapses, was appropriate cooperation under the circumstances. Further, former head men's basketball coach did not dispute the specific language of any text messages about the payments and transfers actually made from his wife and mother's account that do clarify

identifying payments made on his behalf. Therefore, the hearing panel determines that former head men's basketball coach complied with all other requests, and he had no authority and was unable to produce records for his wife and mother's account over their objections.

The hearing panel finds that there is insufficient credible and persuasive information to establish that former head men's basketball coach was required to produce bank records for his wife and mother's account. The NCAA has no ability to force or compel former head men's basketball coach to access the account in which he has no account holder interest, and the hearing panel is unable to order the production of banking records that the NCAA has no regulatory authority over, which includes former head men's basketball coach's wife and mother's account.

Accordingly, for these reasons, the hearing panel finds no violation based on the facts alleged in this portion of allegation No. 9.

(c) Former Head Men's Basketball Coach Knowingly Provided False or Misleading Information to the Enforcement Staff or the Complex Case Unit.

The Complex Case Unit alleged that former head men's basketball coach denied providing the recruiting inducements and other impermissible and/or unethical conduct detailed in allegation Nos. 4, 5, 6 and 7, and that he denied having the impermissible contact detailed in allegation No. 8. For the reasons described above, the hearing panel found no violations for allegation Nos. 4 and 6. Accordingly, the hearing panel analyzed this portion of allegation No. 9 with respect to the remaining applicable allegation Nos. 5, 7 and 8.

With respect to allegation No. 5, the Complex Case Unit alleged that former head men's basketball coach denied paying off former fiancée despite his own text messages indicating that he had, and that he tried to escape accountability for his participation in the extortion attempt by claiming he was acting on his attorney's instructions. The Complex Case Unit also alleged that former head men's basketball coach denied involvement in the provision of recruiting inducements under allegation No. 7. With respect to allegation No. 8, the Complex Case Unit alleged that former head

men's basketball coach denied any wrongdoing regarding impermissible in-person contacts.

Related to allegation No. 5, former head men's basketball coach made several statements during his interviews with the Complex Case Unit that run counter to the findings of this hearing panel. In his December 7, 2021, interview with the Complex Case Unit, former head men's basketball coach denied paying former fiancée money, stating that when he received her messages, he “called her and told her that . . . I had a former federal prosecutor, I had counsel and that . . . they were going to handle things.” He could not explain his own references to the “last transfer” or the “same account” and only claimed “that was all from my attorney.”

With respect to allegation No. 7, the hearing panel finds that former head men's basketball coach provided misleading information. During former head men's basketball coach's December 7, 2021, interview with the Complex Case Unit, he described former men's basketball student-athlete at NCAA Division I Institution A's role as, “[w]ell, [former men's basketball student-athlete at NCAA Division I Institution A] would get information for us on the recruitment, just like you would task anybody -- anybody with who knows somebody. I believe [former men's basketball student-athlete at NCAA Division I Institution A] hosted [basketball prospective student-athlete No. 4] on his official visit at [another Division I institution].”

However, former men's basketball student-athlete at NCAA Division I Institution A and former head men's basketball coach's interactions were not merely that innocuous. As found above, the hearing panel determined that former head men's basketball coach's communications and directions to former men's basketball student-athlete at NCAA Division I Institution A and director of basketball operations, regarding former men's basketball student-athlete at NCAA Division I Institution A's engagements with basketball prospective student-athlete No. 4 and his family, made former men's basketball student-athlete at NCAA Division I Institution A's interactions with basketball prospective student-athlete No. 4 recruiting interactions at the direction of former head men's basketball coach resulting in former men's basketball student-athlete at NCAA Division I Institution A becoming an impermissible recruiter. Therefore, former head men's basketball coach's characterization of former men's basketball student-athlete

at NCAA Division I Institution A’s role regarding information sharing from basketball prospective student-athlete No. 4 from the Complex Case Unit interview was not a complete description of his actual role and former head men's basketball coach’s directions regarding the engagement with basketball prospective student-athlete No. 4 and his family.

Additionally, former head men's basketball coach claimed to have no knowledge or memory of sending former men's basketball student-athlete at NCAA Division I Institution A an agreement to sign in August 2017 before telling him to “[g]et with [wife of former head men’s basketball coach] tomorrow and she will send to your moms account.” When asked about that message, he was “not sure what that was referring to. It could be money, it could be send an email. I’m not sure.” Nor, even at the hearing, was he able to provide a baseline sense of the terms associated with the agreement. Former head men's basketball coach claimed that he did not “recall specifically what the document was” that he sent to former men's basketball student-athlete at NCAA Division I Institution A via email and that “[t]he document was in an email that I no longer have access.” The lack of this information significantly limited the hearing panel’s understanding of the purpose of the April 2018 payment to former men's basketball student-athlete at NCAA Division I Institution A in relation to previous payments.

With respect to allegation No. 8, the hearing panel finds that former head men's basketball coach expressing his view as to the potential permissibility of interactions at the restaurant, though ultimately not consistent with the actual application of the bylaw, rather than denying the existence of the interaction, is insufficient to serve as a basis of lack of cooperation.

The hearing panel thus concludes that former head men's basketball coach’s failure to produce records and documents and his provision of false and misleading information constituted unethical conduct and a failure to cooperate violations. Pursuant to Bylaw 19.1.2, this violation is Level I because the violation seriously undermined or threatened the integrity of the NCAA Collegiate Model; provided or were intended to provide a substantial or extensive recruiting, competitive or other advantage; and/or provided or were intended to provide a substantial or extensive impermissible benefit.

**j. Allegation No. 10. [Bylaw 11.1.1.1 (2016-17 through 2018-19 Manuals)]
[Asserted Against LSU and Former Head Men's Basketball Coach].**

(1) Introduction of Allegation No. 10.

The Complex Case Unit alleged that [former head men's basketball coach], head men's basketball coach, is presumed responsible for the violations detailed in Allegation No. 4 through 8 and did not rebut the presumption of responsibility. In particular, [former head men's basketball coach] did not demonstrate that he (1) promoted an atmosphere for compliance because of his personal involvement in the allegations or (2) monitored the men's basketball program based on the conduct of assistant coach [former assistant men's basketball coach No. 1] detailed in Allegation No. 6. The evidence establishes, at a minimum, that [former head men's basketball coach] was aware of [former assistant men's basketball coach No. 1's] conduct but did not stop it.

LSU agreed with the underlying facts and that the facts in allegation No. 10 constitute a violation.

Former head men's basketball coach disagreed with the underlying facts and that the facts as alleged in allegation No. 10 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) Former Head Men's Basketball Coach Failed to Promote an Atmosphere of Compliance. However, Former Head Men's Basketball Coach Did Not Fail to Monitor His Staff.

The hearing panel concludes that credible and persuasive information supports the conclusion that former head men's basketball coach failed to promote 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. Bylaw 11.1.1.1 does not impose a strict liability standard. A head coach may rebut this presumption. 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.

For the reasons described above, the hearing panel found no violations for allegation Nos. 4 and 6. Additionally, with respect to allegation No. 8, the hearing panel found that violation to be Level III. Therefore, due to the level of allegation No. 8, it cannot be included as a basis for a head coach responsibility violation. Accordingly, the hearing panel analyzed this allegation with respect to the remaining applicable allegation Nos. 5 and 7.

As described above, the hearing panel found that former head men's basketball coach was personally involved in Level I and Level II violations found for allegation Nos. 5 and 7. Accordingly, the hearing panel finds that allegation No. 10 is partially substantiated. Specifically, that former head men's basketball coach: (1) failed to report former fiancée's allegations and threats and impeded their disclosure (Level I); and (2) directed former men's basketball student-athlete at NCAA Division I Institution A to be an impermissible recruiter (Level II). Former head men's basketball coach is unable to rebut the presumed responsibility when he has personal involvement in the Level I and Level II violations for allegation Nos. 5 and 7, respectively. Former head men's basketball coach's personal complicity in the underlying violations is a sufficient basis for the hearing panel to conclude that he failed to rebut the presumption regarding the promotion of an atmosphere of compliance.

As set forth above in Section IV.f., the hearing panel has determined that there is insufficient credible and persuasive information to find that former assistant men's basketball coach No. 1 provided recruiting inducements or extra benefits to basketball prospective student-athlete No. 1 or his family members or associates in order to secure his commitment to the LSU men's basketball program. Therefore, no violation of former head men's basketball coach's failure to monitor can be found on the basis of allegation No. 6.

The hearing panel concludes that pursuant to Bylaw 19.1.2-(e), the failure to promote an atmosphere of compliance is a violation and is Level I because at least one of the underlying allegations for which former head men's basketball coach was personally complicit was Level I.

k. Allegation No. 11. [NCAA Constitution 2.1.1, 2.8.1 and 6.01.1 (2011-12 through 2019-20 Manuals)] [Asserted Against LSU].

(1) Introduction of Allegation No. 11.

The Complex Case Unit alleged that, from February 2012²¹ to June 2020, the scope and nature of the violations set forth in Allegation Nos. 1, 2, 4, 5, 6, 7, and 8 demonstrate that the institution failed to exercise institutional control and monitor the conduct and administration of its football and men's basketball programs. Specifically:

- (a) From February 2012 through January 2020, the scope and nature of the violations detailed in Allegation Nos. 1 and 2 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor the activities of representatives of its athletics interests in its football program and to ensure compliance with NCAA Bylaw 16.11.2.1. Specifically, in January 2012, a member of the institution's football staff connected the parents of a [former football student-athlete No. 1] with [representative of athletics interests No. 1], a representative of the institution's athletics interests, to obtain employment in Baton Rouge because they were relocating to the area as detailed in Allegation No. 1. Further, in January 2020, at the request of the [former] head football coach, the institution's athletics staff provided a field pass to [representative of athletics interests No. 2], a representative of the institution's athletics interests and former football student-athlete, for the College Football Playoff National Championship game based on his previous financial donations to the football program. Even though institutional staff arranged and provided access for [representative of athletics interests No. 1] and [representative of athletics interests No. 2] to the football program, it did not take adequate steps to provide rules education and monitor the actions of [representative of athletics interests No. 1] and [representative of athletics interests No. 2]. As a result, the violation detailed in Allegation No. 1 spanned nearly six years and caused significant ineligibility for the [former football student-athlete No. 1], and two of the violations detailed in Allegation No. 2 occurred on the football field immediately following the National Championship game.

²¹ See footnote 13 above regarding the extension of the limitations period to cover conduct alleged to have occurred beginning in 2012. [Bylaw 19.11.4.8]

- (b) The institution failed to establish a culture of compliance in the men's basketball program. As outlined in Allegation Nos. 4 through 8, the [former] head men's basketball coach and at least [former assistant men's basketball coach No. 1] committed intentional violations involving offering impermissible benefits to or having impermissible contacts with potential student athletes, their families, and close associates. These actions demonstrate that the institution failed to establish an effective compliance program where the men's basketball coaching staff understood that compliance with the NCAA legislation is an obligation shared by all athletics staff members and that they had an obligation to report all actual or potential violations.
- (c) The institution failed to heighten its monitoring and/or take reasonable steps to prevent noncompliant conduct despite red flags in the men's basketball program. Specifically, despite media accounts containing details of improper conduct by [former head men's basketball coach] and his assistant coaches, a taped conversation of [former head men's basketball coach] obtained as part of a federal bribery investigation, and a report to the LSU athletic director of impermissible booster financial involvement, the institution did not meet its obligation to investigate or report to the NCAA activities within the men's basketball program that clearly violated the NCAA bylaws. Furthermore, in light of the federal bribery scandal and other matters, on October 11, 2017, the NCAA Board of Governors and Board of Directors specifically asked Division I programs (including LSU) to examine their men's basketball program for possible NCAA violations, especially those related to offers, inducements, agents, and extra benefits. Then on October 26, 2018, [NCAA Executive Vice President of Regulatory Affairs] followed up on the Board of Governors' letter with a memorandum reminding Division I schools (including LSU) of their mandate to examine their men's basketball program. The evidence of wrongdoing on the part of [former head men's basketball coach] and his assistant coaches as detailed in Allegation Nos. 4, 5, 6, 7, and 8 establishes that LSU should have been aware of potential serious violations and did not take appropriate steps to ensure compliance with the NCAA constitution or NCAA bylaws. Notably, Allegation Nos. 6 and 8 occurred after the NCAA's letters and Allegation No. 6 occurred after [former head men's basketball coach's] wiretapped conversation with [business manager] had been released by Yahoo

Sports. Taken as a whole, the institution's conduct shows a lack of oversight by the leadership of the institution's athletics programs and demonstrated that the institution's leadership lacked sufficient knowledge about the content and operation of the compliance program in the men's basketball program.

LSU disagreed with the underlying facts and that the facts as alleged in allegation No. 11 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) LSU Failed to Monitor the Activities of Representatives of Athletics Interests in its Football Program and Activities of an Individual Recruiting on Behalf of LSU in its Men's Basketball Program.

The hearing panel concludes that the facts underlying allegation Nos. 1, 2, 4, 5, 6, 7 and 8 do not support a finding of a lack of institutional control, the most serious violation applicable to institutions. The violations found by the hearing panel for allegation Nos. 1, 2, 5, 7 and 8 do not demonstrate systematic breakdowns.²² They were isolated in both time and nature. However, the hearing panel finds that the facts underlying allegation Nos. 1, 2, 5 and 7 provide credible and persuasive information to support a failure to monitor violation.

In this case, LSU had a thorough rules education program for its representatives of athletics interests and men's basketball coaches. LSU's approach to educating its representatives of athletics interests included mailing compliance materials to all season-ticket holders and providing additional written materials in its scholarship seating areas. LSU also conducted rules education during which it educated the men's basketball staff. However, rules education alone is not sufficient. To satisfy the requirements of NCAA membership, an institution also must actively and fully investigate and monitor its athletics program and engage in thorough and complete follow-through when information surfaces.

²² As found above, the hearing panel determined that it did not find that facts alleged in allegation Nos. 4, 6 and 8 constituted violations.

With respect to allegation Nos. 1 and 2, monitoring representatives of athletics interests is an important aspect of any compliance system. Constitution 2 sets forth core principles for institutions conducting intercollegiate athletics programs. Specifically, Constitution 2.8.1 requires an institution to abide by all rules and regulations, monitor compliance, and report instances of noncompliance. Institutions are responsible for the actions of its representatives of athletics interests and their interactions with student-athletes and their families. It is essential that institutions not only educate their representatives of athletics interests on all applicable NCAA bylaws and how their actions can affect the institution and the eligibility of its student-athletes, but also to fully monitor interactions that may be occurring.

Indeed, the violation detailed in allegation No. 1 spanned nearly six years, even if the conduct at issue was isolated to one representative of athletics interests and one student-athlete and his family, without any institutional follow-up post institutional awareness of initial contacts between representative of athletics interests No. 1 and the family. Representative of athletics interests No. 1 arranged for the father of former football student-athlete No. 1 to be paid \$3,150 February 16, 2012, followed by recurring monthly payments of \$3,000 as a retainer from the Foundation. Representative of athletics interests No. 1 continued this arrangement with the father of former football student-athlete No. 1 for nearly five years, although the father worked no more than five events. The value of the impermissible benefits was approximately \$180,150.

Representative of athletics interests No. 1 and his family were LSU season ticket holders, his employer was both a corporate sponsor of LSU athletics and a football suite holder, and his employer was a participant in the institution's Jobbers Program. As a result, representative of athletics interests No. 1 would have received from LSU written materials, additional education and education on employment interaction with student-athletes associated with his status as a representative of athletics interest.²³ However, such general education was not enough. Because of representative of athletics interests No. 1's status as an LSU season ticket holder, employee of one of LSU's corporate sponsors and participant in the Jobbers Program, LSU had a heightened obligation to monitor his subsequent interactions with any student-athletes or their families where

²³ While the panel did not find specific information in the case record regarding the individualized education of representative of athletics interests No. 1, there is sufficient credible information regarding the policies and procedures for education of representatives of athletics interests by the institution generally.

there is any institutional awareness of their connection or potential connection (e.g., families moving to and looking to transfer jobs into the locale that may fall within their scope of business). It failed to do so. In fact, while there is football staff awareness of an initial connection, associate director of athletics for compliance said he was not even aware of representative of athletics interests No. 1 having a relationship with parents of former football student-athlete No. 1.

As it relates to allegation No. 2, representative of athletics interests No. 2 was both a representative of LSU's athletics interests and a former LSU football student-athlete who was able to access the team following the national championship. Because of the nature of the celebratory atmosphere following the winning of the National Championship and the specific temptation of representatives of athletics interests being swept up in the celebration and instinctively wanting to reward the positive outcome, LSU should have recognized that its compliance office and coaching staff had a heightened obligation to monitor his activities in and around the student-athletes. This situation called for constant, heightened and specific vigilance.

As related to allegation No. 5, former head men's basketball coach actively concealed and hid the threats from and payments to former fiancée from LSU. Further, the threats centered on behaviors and conversations with individuals related to former head men's basketball coach's previous tenure at another NCAA Division I institution. The hearing panel does not find that LSU's monitoring systems failed to discover the payments and threats reflects a failure to monitor by LSU.

With respect to allegation No. 7, the hearing panel found that LSU failed to monitor who was involved in recruiting activities on behalf of LSU in its men's basketball program. Information available to some of the coaching staff during the recruitment process of basketball prospective student-athlete No. 4 should have alerted the institution and men's basketball staff of the need for heightened monitoring of the situation. For example, director of basketball operations was on notice about the circumstances regarding former men's basketball student-athlete at NCAA Division I Institution A's involvement in the recruitment of basketball prospective student-athlete No. 4 when, April 18, 2019, former head men's basketball coach wrote to director of basketball operations, "[t]his [basketball prospective student-athlete No. 4] kid is real down." Former head men's basketball coach followed up with director of basketball operations, "[n]eed to make sure we coach [former men's basketball student-athlete at NCAA Division I Institution A] thru this." Director of

basketball operations responded, “[a]nd yes i know [basketball prospective student-athlete No. 4] is huge whatever i need to do with [former men’s basketball student-athlete at NCAA Division I Institution A] just let me know.” Former head men's basketball coach responded, “[j]ust don’t want [former men’s basketball student-athlete at NCAA Division I Institution A] to be too aggressive.” This fact alone should have resulted in a higher level of engagement and monitoring of former men's basketball student-athlete at NCAA Division I Institution A’s activities. However, LSU did not have a system in place that required some kind of monitoring of former men's basketball student-athlete at NCAA Division I Institution A’s involvement in LSU’s recruitment of basketball prospective student-athlete No. 4.

NCAA members, including LSU, invest substantial resources to compete in athletics competition at the highest levels, particularly in football and men’s basketball. They must commit comparable resources to detect violations and monitor conduct with a realistic understanding and appraisal of what that effort entails, and what it will cost. In this regard, LSU fell far short. LSU should have better monitored the activities of all its representatives of athletics interests and those involved in men’s basketball recruitment. Its failure to meet its heightened monitoring obligations demonstrates the absence of an effectively monitored program. As seen in this case, providing thorough compliance education and assuming heightened monitoring are components of monitoring systems and are key to preventing violations of NCAA legislation. The hearing panel concludes that pursuant to Bylaw 19.1.3-(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.

V. VIOLATIONS

a. Level I Violations.

- (1) Allegation No. 1. Impermissible Benefits, Obligation of Member Institution to Withhold Student-Athlete from Competition, Competition While Representing Institution, and Permissible Expenses Provided by the Institution for Practice and Competition. [Bylaws 16.11.2.1 (2011-12 through 2016-17 Manuals); 14.11.1 and 16.8.1.2 (2011-12 through 2012-13 Manuals); 14.10.1 (2013-14 Manual); 12.11.1 (2014-15 Manual) and 16.8.1 (2013-14 through 2014-15 Manuals)]

From February 2012 to January 2017, representative of athletics interests No. 1, provided impermissible benefits in the form of arranging

employment for parents of former football student-athlete No. 1 and subsequently compensating the father for unperformed work. The value of the impermissible benefits is approximately \$180,150. Specifically, representative of athletics interests No. 1 met with the parents of former football student-athlete No. 1 in late 2012 or early 2013 and offered to employ the mother at hospital system affiliated with Foundation and the father at Foundation in Baton Rouge, Louisiana. Representative of athletics interests No. 1 arranged for the father to be paid \$3,150 February 16, 2012, followed by recurring monthly payments of \$3,000 as a retainer from the Foundation. Representative of athletics interests No. 1 continued this arrangement with the father for nearly five years, although the father worked no more than five events. As a result of the impermissible benefits, former football student-athlete No. 1 competed in 50 contests and received actual and necessary expenses while ineligible.

(2) Allegation No. 5 (as to payments to former fiancée). Unethical Conduct, Honesty and Sportsmanship. [Bylaws 10.01.1 and 10.1 (2016-17 Manual)]

Between at least April and November 2017, former head men’s basketball coach violated the principles of ethical conduct and provided impermissible cash payments to former fiancée of former men’s basketball student-athlete at NCAA Division I Institution A in order to buy her silence regarding prior and current impermissible inducements to student-athletes or prospective student-athletes. Specifically, former head men’s basketball coach agreed to send money to former fiancée to keep quiet about former head men’s basketball coach’s payments to student-athletes. The communications between former fiancée and former head men’s basketball coach exist as text messages on former head men’s basketball coach’s cell phone. Specifically, July 25, 2017, former fiancée sent a text to former head men's basketball coach, *“I know you also gave money to some of your new recruits. . .”* On July 26, 2017, former fiancée sent former head men's basketball coach another text, *“. . . my trainer I use to work with has talked to a few ppl in the basketball world & have offered me money to talk. Pls contact me by the end of the day or I will have to take them up on the offer.”* Former head men's basketball coach’s reply to these text messages was, *“Call me.”* On July 27, 2017, former fiancée sent another text, *“I need 5 more to put a down payment on a car. Put it in the same account.”* On July 28, 2017, former fiancée continued, *“Send 9 to this account (my mon’s [sic] ... you’ve done your part now I have to do mine and make sure this doesn’t get out.”* On July 31, 2017, former fiancée sent another text, *“[former head men's basketball coach] it’s former fiancée. Did you get my message?”* Former head men's basketball coach replied the same day, *“Yes I did. I thought we were done.”* Former

fiancée replied, “I told you when I went back to the dealership he told me I had to put more money down because of my credit. We will be done w everything after this...” Former head men's basketball coach replied the following day August 1, 2017, “I’m sorry you are having money issues. You said we were done after the last transfer I sent, so in my mind we are done.”

- (3) Allegation No. 9 (as to timely production of records and provision of false and misleading information). Ethical Conduct and Responsibility to Cooperate. [Bylaws 10.01.1, 10.1, 10.1-(a), 10.1-(c), 19.2.3.2 and 19.2.3.2.1 (2018-19 through 2021-22 Manuals)]

From the beginning of the NCAA investigation into the above allegations and continuing to the present, former head men’s basketball coach violated the NCAA principles of ethical conduct and failed to cooperate in the investigation of allegation Nos. 4 through 8, as well as a number of other allegations the Complex Case Unit was ultimately unable to substantiate fully, when he refused to produce all records the Complex Case Unit requested from him. Specifically:

- Between December 2018 and February 2020, the NCAA made repeated requests for a full and complete image of former head men's basketball coach’s digital devices. During these 13 months, former head men’s basketball coach did not produce these records requested by the NCAA. Former head men’s basketball coach ultimately produced to the NCAA only 60,000 of the estimated 130,000 records former head men’s basketball coach’s counsel claimed had been imaged.
- The NCAA referred this case to the Complex Case Unit in the fall of 2020. The referral letter describes in detail former head men's basketball coach’s failure to cooperate in providing the records requested. Former head men's basketball coach’s lack of cooperation in producing requested documents continued during the Independent Accountability Resolution Process proceeding, as the Complex Case Unit attempted to obtain the approximately 70,000 digital device records former head men’s basketball coach withheld from the NCAA. Specifically, over the course of several months, including December 30, 2020, and February 19, March 19, March 25, April 23, and July 29, 2021, the Complex Case Unit renewed the request for these records. Each time, former head men’s basketball coach refused to produce the documents. Only after being ordered by the Independent Resolution Panel August

20, 2021, to produce the records, did former head men’s basketball coach finally produce a portion of the requested digital device records – nearly three years after the NCAA initially requested them.

- Former head men's basketball coach violated the NCAA principles of ethical conduct and failed to cooperate when, during interviews with the NCAA April 12, 2019, and the Complex Case Unit October 27-28, 2021, and December 7, 2021, he knowingly provided false or misleading information to the enforcement staff and the Complex Case Unit regarding his knowledge of and/or involvement in possible violations of NCAA legislation. Specifically, former head men’s basketball coach denied providing the recruiting inducements and other impermissible and/or unethical conduct detailed in Sections V.a.(2) and V.b.(2).

(4) Allegation No. 10. Responsibility of Head Coach. [Bylaw 11.1.1.1 (2016-17 through 2018-19 Manuals)]

Former head men’s basketball coach is presumed responsible for the violations detailed in Sections V.a.(2) and V.b.(2) and did not rebut the presumption of responsibility. His involvement in these violations demonstrates that he failed to promote an atmosphere of compliance.

b. Level II Violations.

(1) Allegation No. 2. Impermissible Benefits. [Bylaw 16.11.2.1 (2019-20 Manual)]

In January 2020, representative of athletics interests No. 2, former football student-athlete, provided approximately \$2,000 in impermissible benefits to four student-athletes following the January 13, 2020, College Football Playoff National Championship game. Specifically, representative of athletics interests No. 2 provided \$800 and \$500 in cash to student-athlete Nos. 1 and 2, respectively, while on the field immediately following the game. In addition, that same night, at a club in New Orleans, representative of athletics interests No. 2 provided student-athlete Nos. 3 and 4 with \$500 and \$200 in cash, respectively.

(2) Allegation No. 7. Impermissible Recruiter. [Bylaw 13.1.2.1 (2017-18 Manual)]

In April 2018, former men's basketball student-athlete at NCAA Division I Institution A engaged as an impermissible recruiter at the direction of the LSU staff in relation to the recruitment of basketball prospective student-athlete No. 4.

- (3) Allegation No. 11. Failure to Monitor and Exercise Institutional Control. [NCAA Constitution 2.1.1, 2.8.1 and 6.01.1 (2011-12 through 2019-20 Manuals)]

There are no facts to support a finding of a lack of institutional control. However, LSU failed to monitor activities of representatives of athletics interests in its football program and failed to monitor activities of individuals recruiting on behalf of LSU in its men's basketball program.

- (a) Failed to Monitor Activities of Representatives of Athletics Interests in its Football Program.

From February 2012 through January 2020, the scope and nature of the violations detailed in allegation Nos. 1 and 2 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor the activities of representatives of its athletics interests in its football program and to ensure compliance with Bylaw 16.11.2.1. Specifically, in January 2012, a member of the institution's football staff connected the parents of former football student-athlete No. 1 with representative of athletics interests No. 1 to obtain employment in Baton Rouge because they were relocating to the area as detailed in allegation No. 1. Further, in January 2020, at the request of the former head football coach, the institution's athletics staff provided a field pass to representative of athletics interests No. 2 for the College Football Playoff National Championship game based on his previous financial donations to the football program. Even though institutional staff arranged and provided access for representative of athletics interests No. 1 and representative of athletics interests No. 2 to the football program, it did not take adequate steps to provide rules education and monitor the actions of representative of athletics interests No. 1 and representative of athletics interests No. 2. As a result, the violation detailed in allegation No. 1 spanned nearly six years and caused significant ineligibility for former football student-athlete No. 1, and two of the violations detailed in allegation No. 2 occurred on the football field immediately following the National Championship game.

- (b) Failed to Monitor Activities of Individuals Recruiting on Behalf of LSU in its Men’s Basketball Program.

In April 2018, LSU failed to monitor former head men's basketball coach's attempts involving communication with other athletics basketball staff members in addition to former men's basketball student-athlete at NCAA Division I Institution A, which were designed to involve former men's basketball student-athlete at NCAA Division I Institution A in the recruitment of basketball prospective student-athlete No. 4. This resulted in former men's basketball student-athlete at NCAA Division I Institution A recruiting basketball prospective student-athlete No. 4 at the direction of former head men's basketball coach.

c. Level III Violations.

- (1) Allegation No. 3. Institutional Responsibility in Recruitment and Time Period for Off-Campus Contacts. [Bylaws 13.01.2 and 13.1.1.1 (2018-19 Manual)]

In January 2019 during an evaluation period, former head football coach had an impermissible recruiting contact with a 2020 football prospective student-athlete. Specifically, January 17, 2019, former head football coach met with a 2020 prospective football student-athlete in the office of the prospect's high school coach. The meeting occurred prior to July 1 following the prospect's completion of his junior year, in violation of NCAA bylaws. The former head football coach engaged in dialogue in excess of a greeting and did not take appropriate steps to immediately terminate the encounter when he discussed recruiting with the high school coaches in the presence of the prospect and invited the prospect to the institution's Junior Day.

- (2) Allegation No. 8. Contact Restrictions at Specified Sites. [Bylaw 13.1.6.2.1-(a) (2018-19 Manual)]

On February 28, 2019, former head men's basketball coach and former assistant men's basketball coach No. 1 had an impermissible in-person contact with the parents of basketball prospective student-athlete No. 3 on the same day that basketball prospective student-athlete No. 3 competed. Specifically, February 28, 2019, former head men's basketball coach and former assistant men's basketball coach No. 1 traveled to Birmingham, Alabama, to watch the boys' basketball state finals, which included a game played by basketball prospective student-athlete No. 3's high school

team. After the game, former head men’s basketball coach and former assistant men’s basketball coach No. 1 had an in-person contact with parents of basketball prospective student-athlete No. 3 and others at restaurant in Birmingham.

VI. VIOLATIONS NOT DEMONSTRATED

For the reasons articulated in Section IV., the hearing panel declines to find violations based on the following allegations:²⁴

a. Allegation No. 4:

Between at least April and June 2017, [former head men’s basketball coach], head men’s basketball coach, violated the principles of ethical conduct and/or offered impermissible recruiting inducements in the form of cash payments and job offers in order to secure [basketball prospective student-athlete No. 2’s] commitment to the LSU men’s basketball program.²⁵ Specifically, [former head men’s basketball coach] offered cash and a job as an assistant coach to [associate of basketball prospective student-athlete No. 2], a person closely associated with [basketball prospective student-athlete No. 2].

Additionally, during this same time period, [former head men’s basketball coach] engaged in a scheme with convicted felon [business manager] wherein college basketball coaches accepted money to recruit student athletes in exchange for steering the athletes to a certain sports agency. A conversation between [former head men’s basketball coach] and [business manager] regarding [basketball prospective student-athlete No. 2] was captured in or about May or June 2017 by the FBI on a wiretap related to the federal criminal trial in the Southern District of New York. On March 19, 2019, Yahoo Sports released partial transcripts of this 2017 wiretapped conversation in which [former head men’s basketball coach] told [business manager] that he was frustrated by the “[basketball prospective student-athlete No. 2] thing” because he “went to him with a f*****g strong-ass offer about a month ago. F*****g strong. The problem was, I know why he didn’t take it now, it was f*****g tilted toward the family a little bit. It was tilted toward taking care of the mom, taking care of the kid. Like it was titled toward that. Now I know for a fact he didn’t explain everything to the mom. I know now, he didn’t get enough of the piece of the pie in the deal.”

²⁴ In this section, the language of the allegations is as it appears in the notice of allegations.

²⁵ Basketball prospective student-athlete No. 2 verbally committed to LSU June 30, 2017, and signed his National Letter of Intent (“NLI”) November 11, 2017.

b. Allegation No. 6:

Between at least February and June 2020, [former assistant men’s basketball coach No. 1], assistant men’s basketball coach, with the knowledge of [former head men’s basketball coach], violated the principles of ethical conduct and/or provided impermissible recruiting inducements in the form of cash payments, a job offer, lodging, impermissible academic assistance, a scholarship, and assistance securing visas to [basketball prospective student-athlete No. 1]²⁶ Specifically, [former assistant men’s basketball coach No. 1] offered to provide [basketball prospective student-athlete No. 1] and/or his family members or associates with \$300,000 cash (paid in installments of \$50,000), help with [basketball prospective student-athlete No. 1’s] ACT scores via a testing center in Florida, and help with fixing [basketball prospective student-athlete No. 1’s] transcripts via a “school” in New Jersey. [Former assistant men’s basketball coach No. 1] also offered to do various favors for [basketball prospective student-athlete No. 1’s] friends and relatives as a further inducement to secure [basketball prospective student-athlete No. 1’s] commitment to LSU, including: a job within the institution’s men’s basketball program, an apartment, and a car for [cousin of basketball prospective student-athlete No. 1]; a promise of a scholarship for a friend of [basketball prospective student-athlete No. 1]; and assistance securing visas for other African basketball players to the United States.

c. Allegation No. 7 (as it relates to unethical conduct and recruiting inducements):

The Complex Case Unit alleged that, in April 2018, [former head men’s basketball coach], head men’s basketball coach, provided a recruiting inducement in the form of payment to [former men's basketball student-athlete at NCAA Division I Institution A] for his recruiting activities for [basketball prospective student-athlete No. 4], a prospective student-athlete for the LSU men’s basketball program. [Former men's basketball student-athlete at NCAA Division I Institution A] was a friend of [basketball prospective student-athlete No. 4’s] family and told [former head men’s basketball coach] that he, [basketball prospective student-athlete No. 4’s] mother, and [basketball prospective student-athlete No. 4] would “make the decision on where he goes.” In exchange for [former men's basketball student-athlete at NCAA Division I Institution A’s] influence over [basketball prospective student-athlete No. 4’s] decision, [former head men’s basketball coach] directed that payments be made to [former men's basketball student-athlete at NCAA Division I Institution A] from a bank account in the name of [former

²⁶ Basketball prospective student-athlete No. 1 ultimately committed to and enrolled at another NCAA institution.

head men’s basketball coach’s] wife that [former head men’s basketball coach] and his wife treated as a joint account.

d. Allegation No. 9 (as to production of [former head men’s basketball coach’s] wife and mother’s bank records):

- On December 30, 2020 (and additionally September 9 and November 1, 2021), the CCU made a request for bank records from [former head men’s basketball coach] which were needed to verify or refute allegations of payments made by [former head men’s basketball coach] to family members and associates of potential student athletes. Despite the obvious relevance to the CCU’s investigation, [former head men’s basketball coach] failed to produce financial records for the “joint account,” which is a bank account held in the name of his wife and mother to which a large percentage of his income was transferred. Despite many communications between [former head men’s basketball coach] and his wife establishing [former head men’s basketball coach’s] control over the joint account, [former head men’s basketball coach] repeatedly made the claim that his wife “handled the finances” and generally claimed ignorance of or stated he did not recall the details of his financial affairs. However, the existence of text messages between [former head men’s basketball coach] and his wife contradicts and belie [former head men’s basketball coach’s] statements. Furthermore, in lieu of providing records for the joint account, the CCU requested information on the ultimate disposition of funds transferred from [former head men’s basketball coach’s] account to the “joint account,” which [former head men’s basketball coach] also failed to produce (or produced only in part).

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 LSU, former head men's basketball coach and former assistant men's basketball coach No. 1. 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 LSU and Level I-Standard for former head men's basketball coach.

The hearing panel determined that while a greater number of aggravating factors apply to LSU in this case, the aggravating and mitigating factors for LSU are generally of equal weight when the hearing panel analyzed them in the aggregate.

As to the former head men's basketball coach, while the hearing panel acknowledges ascribing to the former head men's basketball coach three aggravating factors based on his personal accountability for his actions, the hearing panel weighed them in aggregate similarly to the one mitigating factor associated with his previous lack of misconduct over an extensive intercollegiate coaching career. Specifically, the hearing panel noted that the person of authority factor appears redundant in relation to the finding of any individual violations associated with a head coach and ascribed it minimal weight to him individually. Additionally, any specific delays attributable to the lack of timely production underpinning the unethical conduct aggravating factor were ultimately undertaken upon the advice of experienced counsel attempting to act in their client's overall best interests. Even though those positions ran counter to NCAA legislation, the panel, in its discretion, chose to give this factor less weight.

a. Aggravating and Mitigating Factors.

(1) LSU 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 LSU:

(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 LSU.

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

The hearing panel concludes that LSU had recruiting violations in its football program in its recent September 22, 2022, infractions case. The other violations the Complex Case Unit relies on for this aggravating factor occurred years ago.

(c) 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 LSU.

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

It is undisputed that head coaches are persons of authority. When they personally commit violations or negligently disregard wrongful conduct, the factor applies. Here, former head men's basketball coach committed multiple violations.

(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 the former football student-athlete No. 1. Specifically, as a result of the violations detailed in allegation No. 1, the former football student-athlete No. 1 was ineligible for every competition in which he competed for the institution.

Based on the information presented and the information contained in Section IV., the hearing panel concludes that no additional aggravating factors apply to LSU. 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 LSU.

(b) 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 LSU. There has been no showing of an overall pattern of noncompliance within LSU men's basketball or football programs.

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

The hearing panel concludes that LSU did not intentionally, willfully or blatantly disregard the NCAA constitution and bylaws because LSU did not know that any of the violative conduct was occurring in the men's basketball and football programs.

(2) LSU 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 LSU:

(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 LSU'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, LSU self-imposed a postseason ban in football for the 2020-21 season. 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. The hearing panel applied significant weight to LSU's decision to self-impose a postseason ban because LSU was eligible for a bowl game in that year. That decision resulted in student-athletes not having the opportunity to participate in a postseason bowl game and a significant financial impact to LSU under Southeastern Conference policy. In addition, LSU took immediate actions, including terminating the employment of former head men's basketball coach and former assistant men's

basketball coach No. 1 following the issuance of the notice of allegations in this infractions case.

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

The hearing panel finds that LSU 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. The disagreements between former head men's basketball coach's counsel and the Complex Case Unit over the production of documents did delay the proceedings, which the hearing panel finds attributable to former head men's basketball coach but not to LSU.

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

The Complex Case Unit and LSU agreed that mitigating factor 19.9.4-(d) applies. LSU self-reported 108 violations over the last five years for an average of approximately 21 violations annually. 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 LSU.

(3) Former Head Men's Basketball Coach 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 head men's basketball coach:

(a) 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 head men's basketball coach failed to cooperate with the investigation. He acted unethically by failing to timely produce records to the enforcement staff and the Complex Case Unit.

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

It is undisputed that head coaches are persons of authority. When they personally commit violations or negligently disregard wrongful conduct, the factor applies. Here, former head men's basketball coach committed multiple violations.

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

Former head men's basketball coach's actions were, in part, intentional. With respect to a portion of 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 head men's basketball coach. Specifically, the hearing panel declines to find that the following aggravating factors apply:

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

The hearing panel concludes that although disagreements between former head men's basketball coach's counsel and the Complex Case Unit over the production of documents did delay the proceedings, the hearing panel does not conclude that the delay constituted obstruction. Accordingly, the hearing panel declines to apply this aggravating factor.

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

The hearing panel concludes that former head men's basketball coach's violations were not premeditated, deliberate or committed after substantial planning. His reaction to former fiancée's threat of exposure was entirely reactive. Accordingly, the hearing panel declines to apply this aggravating factor.

(4) Former head men’s basketball coach 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 former head men's basketball coach:

(a) Mitigating Factor 19.9.4-(h). The absence of prior conclusions of Level I, Level II or major violations committed by the institution or involved individual.

Former head men's basketball 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 concludes that no additional mitigating factors apply to former head men's basketball coach. Specifically, the hearing panel declines to find that the following mitigating factor applies:

• **Mitigating Factor 19.9.4-(b). Prompt acknowledgement of the violation, acceptance of responsibility and (for an institution) imposition of meaningful corrective measures and/or penalties.**

The hearing panel does not apply Bylaw 19.9.4-(b) to former head men's basketball coach. He did not acknowledge his shortcomings or accept responsibility in either his response to the notice of allegations or at the hearing.

(5) Former assistant men's basketball coach No. 1 Aggravating Factors.

(a) Aggravating Factors – not applicable.

(b) Mitigating Factors – not applicable.

b. Core Penalties.

(1) LSU – Level I-Standard Case (Bylaw 19.12.6).

(a) Competition Penalties. Pursuant to Bylaw 19.12.6.1:

During the 2020-21 academic year, the football program imposed a postseason ban (self-imposed).

(b) Financial Penalties. Pursuant to Bylaw 19.12.6.2:

A financial penalty fine in the amount of \$5,000 plus 0.5% of its average men's basketball and football budgets based on the average of the men's basketball and football programs' previous three total budgets (self-imposed). LSU shall pay an additional financial penalty fine in the amount of 0.5% of its average men's basketball and football budgets based on the average of the men's basketball and football programs' previous three total budgets.²⁷

(c) Scholarship Reductions. Pursuant to Bylaw 19.12.6.3:

LSU reduced its football scholarships by eight over the 2020-21 and 2021-22 seasons (four in 2020-21 and four in 2021-22) and reduced its men's basketball scholarships by one over the 2023-24 season and by one over the 2024-25 season (self-imposed).

(d) Recruiting Restrictions for Football and Men's Basketball Programs. Pursuant to Bylaw 19.12.6.6:

- i. A seven-week ban on unofficial visits in football over the 2021-22 academic year (self-imposed).
- ii. A 15-week ban on unofficial visits in men's basketball during the 2022-23 academic year (self-imposed).
- iii. Reduce the total official visits permitted in football by eight during the 2021-22 academic year (self-imposed).
- iv. Reduce the total official visits permitted in men's basketball by two during the 2022-23 academic year (self-imposed).
- v. A six-week ban on telephonic communications with all prospective football student-athletes during the 2021-22 academic year (self-imposed).

²⁷ 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.

- vi. A seven-week ban on telephonic communication with all prospective men's basketball student-athletes during the 2022-23 academic year (self-imposed).
- vii. An off-campus recruiting restriction in football of 26 days in fall 2021 and 30 days in spring 2022 (self-imposed).
- viii. An off-campus recruiting restriction in men's basketball of 20 days in 2022-23 (self-imposed).
- ix. Prohibit former head football coach from recruiting off-campus for 30 days during September 2019 (self-imposed).
- x. Prohibited former head men's basketball coach and former assistant men's basketball coach No. 1 from recruiting off-campus for 30 days in April-May 2019 (self-imposed).
- xi. Prohibited the then-men's basketball staff from visiting a certain prospective-student-athlete's high school, attending his contests, or otherwise communicating with him for 30 days in April-May 2019 (self-imposed).

(e) Probation. Pursuant to Bylaw 19.12.6.7:

- i. Three years of probation to run from the conclusion of the probationary period assigned as part of NCAA Division I Committee on Infractions Decision No. 567 currently set to conclude September 21, 2023.
- ii. During the period of probation, LSU shall:
 - (1) During the period of probation, inform all football and men's basketball 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.

- (2) 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: (1) clearly describe the infractions; (2) include the length of the probationary period associated with the infractions case; and (3) 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.
 - (3) File with the NCAA Office of the Committees on Infractions annual compliance reports regarding the implementation of the prescribed penalties and monitoring related to representatives of athletics interests' activities in the football program and involvement of individuals in the recruiting process in the men's basketball program by June 1 during each year of probation.
 - (4) Following the submission of the final compliance report and prior to the conclusion of probation, the president of LSU shall provide a letter to the Committee on Infractions affirming that LSU's current athletics policies and practices conform to all requirements of NCAA regulations.
- (2) Former Head Men's Basketball Coach – Level I-Standard Case (Bylaw 19.12.6).**

Pursuant to Bylaw 19.12.6.4: show-cause order. Former head men's basketball coach committed multiple violations. He failed to report allegations and threats, as set forth in allegation No. 5. He instructed former men's basketball student-athlete at NCAA Division I Institution A to be an impermissible recruiter and had impermissible contact with parents of basketball prospective student-athlete No. 3, as set forth in allegation Nos. 7 and 8. He also failed to produce records and promote an

atmosphere of compliance, as set forth in allegation Nos. 9 and 10. Therefore, former head men's basketball coach will be informed in writing by the NCAA that the hearing panel prescribes a two-year show-cause order pursuant to Bylaw 19.12.6.4 that shall run from June 22, 2023, to June 21, 2025. Specific prohibitions included in the show-cause order applicable to former head men's basketball coach include²⁸:

- No off-campus recruiting related activities during any applicable April or summer recruiting period(s);
- Reduction of official visits by four each during the 2023-24 and 2024-25 academic years;
- No recruiting conversations between September 1, 2023, and October 15, 2023, and September 1, 2024, and October 15, 2024; and
- No unofficial visits from September 1, 2023, through October 15, 2023, and September 1, 2024, and October 15, 2024.

Should the former head men's basketball coach be employed or affiliated in an athletically related position at any NCAA member institution during the two-year period, that employing institution(s) shall provide to the Division I Committee on Infractions information as to why the restrictions as noted above should not apply.

Additionally, former head men's basketball coach violated Bylaw 11 head coach responsibility legislation when he: (1) failed to report former fiancée's allegations and threats; (2) instructed former men's basketball student-athlete at NCAA Division I Institution A to be an impermissible recruiter; and (3) had impermissible contact with parents of basketball prospective student-athlete No. 3. Bylaw 19.12.6.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, former head men's basketball coach shall be suspended from the first 10 contests of his first season of Division I employment post this decision, which shall not include exhibitions or practice scrimmages.

²⁸ In fashioning the specific show-cause order for the former head men's basketball coach, the hearing panel gave consideration to his current employment at another NCAA Division I institution and its adoption of specific restrictions relative to his athletically related activities. These restrictions include a five-game suspension and recruiting restrictions in the first year of employment, as well as specific monitoring by athletic compliance requiring additional compliance staffing.

(3) Former assistant men’s basketball coach No. 1 – not applicable.

c. Additional Penalties. Pursuant to Bylaw 19.12.8, the hearing panel prescribes the following additional penalties for LSU:

(1) Public reprimand and censure.

(2) Vacation of team and individual records.

The former football student-athlete No. 1 competed while ineligible as a result of impermissible inducements or benefits. Therefore, pursuant to Bylaws 19.12.8-(g) and 31.2.2.3, LSU shall vacate all regular season and conference tournament wins, records and participation in which former football student-athlete No. 1 competed in the 2012 through 2016 seasons (self-imposed).

Further, if former football student-athlete No. 1 participated in NCAA postseason competition at any time that he was ineligible, LSU’s participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of ineligible football student-athlete No. 1 shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, LSU’s records regarding its football program, as well as the records of its then head football coaches 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 then head football coaches 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

Bruce Meyerson, chief panel member
Jodi Balsam
Bernetta Bush
Corey Jackson

APPENDIX ONE

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

- Affirmatively suspended former head men's basketball coach following his initial March 2019 refusal to interview, amended his employment agreement to expand the scope of a for-cause termination upon his reinstatement post-interview, and terminated his employment with that cause following the issuance of the Notice of Allegations.
- Affirmatively terminated former assistant men's basketball coach No. 1's employment with cause following the issuance of the Notice of Allegations.
- Affirmatively imposed a post-season ban in football for the 2020-21 season.
- Affirmatively reduced its football scholarships by eight over the 2020-21 and 2021-22 seasons (four in 2020-21 and four in 2021-22).
- Affirmatively reduce its men's basketball scholarships by one over the 2023-24 season and by one over the 2024-25 season.
- Affirmatively imposed a seven-week ban on unofficial visits in football over the 2021-22 academic year.
- Affirmatively impose a 15-week ban on unofficial visits in men's basketball during the 2022-23 academic year.
- Affirmatively reduced the total official visits permitted in football by eight during the 2021-22 academic year.
- Affirmatively reduce the total official visits permitted in men's basketball by two during the 2022-23 academic year.
- Affirmatively imposed a six-week ban on telephonic communications with all prospective football student-athletes during the 2021-22 academic year.
- Affirmatively impose a seven-week ban on telephonic communication with all prospective men's basketball student-athletes during the 2022-23 academic year.
- Affirmatively imposed an off-campus recruiting restriction in football of 26 days in Fall 2021 and 30 days in Spring 2022.
- Affirmatively impose an off-campus recruiting restriction in men's basketball of 20 days in 2022-23.

- Affirmatively prohibited its former head football coach from recruiting off-campus for 30 days during September 2019.
- Affirmatively prohibited its former head men's basketball coach, former assistant men's basketball coach No. 1, and then-assistant men's basketball coaches from recruiting off-campus for 30 days in April-May 2019.
- Affirmatively prohibited its then-men's basketball staff from visiting a certain prospective-student-athlete's high school, attending his contests, or otherwise communicating with him for 30 days in April-May 2019.
- Affirmatively issued its former head football coach a letter of admonishment in 2019, which included a temporary recruiting suspension.
- Affirmatively issued its former head men's basketball coach and former assistant men's basketball coach No. 1 letters of admonishment in 2019.
- Affirmatively provided its football staff additional education and training on permissible contacts.
- Affirmatively provide its men's basketball staff additional education on recruiting inducements and permissible contacts.
- Affirmatively banned a representative of the institution's athletics interests (representative of athletics interests No. 2) from all non-public areas of its athletics facilities for two years.
- Affirmatively disassociated a representative of the institution's athletics interests (representative of athletics interests No. 1) for 10 years.
- Vacate all wins from the 2012-16 football seasons in which an ineligible football student-athlete participated.
- Pay a financial penalty of \$5,000 plus 0.5 percent of the budget of the football program in accordance with this hearing panel's internal operating procedures.
- Pay a financial penalty of \$5,000 plus 0.5 percent of the budget of the men's basketball program in accordance with this hearing panel's internal operating procedures.

APPENDIX TWO

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

Constitution 2.1.1 Responsibility for Control (2011-12 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 (2011-12 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 (2011-12 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 (2016-17 through 2017-18).

Honesty and Sportsmanship. 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 10.01.1 Honesty and Sportsmanship (2017-18 through 2021-22).

Honesty and Sportsmanship. 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 (2016-17).

Unethical Conduct. 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 10.1 Unethical Conduct (2017-18 through 2021-22).

Unethical Conduct. 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 2019-20).

Responsibility of Head Coach. 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 12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition (2011-12 through 2016-17).

Obligation of Member Institution to Withhold Student-Athlete From Competition. 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 13.01.2 Institutional Responsibility in Recruitment (2018-19).

Institutional Responsibility in Recruitment. A member of an institution's athletics staff or a representative of its athletics interests shall not recruit a prospective student-athlete except as permitted by this Association, the institution and the member conference, if any.

Bylaw 13.1.1.1 Time Period for Off-Campus Contacts -- General Rule (2018-19).

Time Period for Off-Campus Contacts -- General Rule. Off-campus recruiting contacts shall not be made with an individual (or his or her family members) before July 1 following the completion of his or her junior year in high school (July 7 after the junior year in high school in women's ice hockey and July 15 after the junior year in high school in women's gymnastics), or the opening day of classes of his or her senior year in high school (as designated by the high school), whichever is earlier. U.S. service academy exceptions to this provision are set forth in Bylaw 13.16.1. [D] (Revised: 1/10/91 effective 7/1/91, 1/11/94 effective 3/15/94, 1/10/95, 1/14/97 effective 5/1/97, 10/28/97, 4/26/01 effective 8/1/01, 4/29/04 effective 8/1/04, 4/28/05, 1/9/06, 2/26/07, 6/13/08, 4/30/09, 1/15/11, 10/30/14, 4/25/18)

Bylaw 13.1.1.3 Four-Year College Prospective Student-Athletes (2018-19).

Four-Year College Prospective Student-Athletes. An athletics staff member or other representative of the institution's athletics interests shall not make contact with the student-athlete of another NCAA or NAIA four-year collegiate institution, directly or indirectly, without first obtaining the written permission of the first institution's athletics director (or an athletics administrator designated by the athletics director) to do so, regardless of who makes the initial contact. If permission is not granted, the second institution shall not encourage the

transfer and the institution shall not provide athletically related financial assistance to the student-athlete until the student-athlete has attended the second institution for one academic year. If permission is granted to contact the student-athlete, all applicable NCAA recruiting rules apply. If an institution receives a written request from a student-athlete to permit another institution to contact the student-athlete about transferring, the institution shall grant or deny the request within seven business days (see Bylaw 13.02.1) of receipt of the request. If the institution fails to respond to the student-athlete's written request within seven business days, permission shall be granted by default and the institution shall provide written permission to the student-athlete. [D] (Revised: 1/10/91, 1/16/93, 1/11/94, 4/26/01, 4/29/04 effective 8/1/04, 4/29/10 effective 8/1/10, 10/30/14)

Bylaw 13.1.6.2.1 Additional Restrictions – Basketball (2018-19).

Additional Restrictions -- Basketball. In basketball, the following additional restrictions apply: [D] (Revised: 6/20/02, 4/24/03, 4/28/05, 1/9/06 effective 8/1/06, 3/23/06, 4/23/08, 4/24/08 effective 8/1/08, 10/27/11, 1/19/13 effective 8/1/13, 10/30/14, 4/25/18)

(a) In-person contact shall not be made with a prospective student-athlete or the prospective student-athlete's family members during a day of the prospective student-athlete's competition (e.g., before and after the competition).

(b) In men's basketball, all communication with a prospective student-athlete's coach or any individual associated with the prospective student-athlete as a result of the prospective student-athlete's participation in basketball, directly or indirectly, is prohibited during the time period in which the prospective student-athlete is participating in a certified event. Communication with a prospective student-athlete's family members is permitted during the time period in which the prospective student-athlete is participating in a certified event.

(c) In women's basketball, during the July evaluation periods, all communication with a prospective student-athlete, the prospective student-athlete's family members, the prospective student-athlete's coach or any individual associated with the prospective student-athlete as a result of the prospective student-athlete's participation in basketball, directly or indirectly, is prohibited.

Bylaw 13.2.1 General Regulation (2016-17 through 2017-18).

General Regulation. 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 13.2.1.1 Specific Prohibitions (2016-17 through 2017-18).

Specific Prohibitions. Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following: [R] (Revised: 10/28/97, 11/1/00, 4/23/08)

- (a) An employment arrangement for a prospective student-athlete's relatives;
- (b) Gift of clothing or equipment;
- (c) Co-signing of loans;
- (d) Providing loans to a prospective student-athlete's relatives or friends;
- (e) Cash or like items;
- (f) Any tangible items, including merchandise;
- (g) Free or reduced-cost services, rentals or purchases of any type;
- (h) Free or reduced-cost housing;
- (i) Use of an institution's athletics equipment (e.g., for a high school all-star game);
- (j) Sponsorship of or arrangement for an awards banquet for high school, preparatory school or two-year-college athletes by an institution, representatives of its athletics interests or its alumni groups or booster clubs; and
- (k) Expenses for academic services (e.g., tutoring, test preparation) to assist in the completion of initial-eligibility or transfer-eligibility requirements or improvement of the prospective student-athlete's academic profile in conjunction with a waiver request.

Bylaw 13.2.1.1 Specific Prohibitions (2019-20).

Specific Prohibitions. Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following: [R] (Revised: 10/28/97, 11/1/00, 4/23/08, 4/25/18)

- (a) An employment arrangement for a prospective student-athlete's family members;

- (b) Gift of clothing or equipment;
- (c) Co-signing of loans;
- (d) Providing loans to a prospective student-athlete's family members or friends;
- (e) Cash or like items;
- (f) Any tangible items, including merchandise;
- (g) Free or reduced-cost services, rentals or purchases of any type;
- (h) Free or reduced-cost housing;
- (i) Use of an institution's athletics equipment (e.g., for a high school all-star game);
- (j) Sponsorship of or arrangement for an awards banquet for high school, preparatory school or two-year-college athletes by an institution, representatives of its athletics interests or its alumni groups or booster clubs; and
- (k) Expenses for academic services (e.g., tutoring, test preparation) to assist in the completion of initial-eligibility or transfer-eligibility requirements or improvement of the prospective student-athlete's academic profile in conjunction with a waiver request.

Bylaw 16.8.1 Permissible (2012-13 through 2016-17).

Permissible. [A] 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 (2012-13 through 2016-17).

General Rule. [A] 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 the student-athlete's family members or friends with a benefit not expressly authorized by NCAA legislation. [R] (Revised: 1/19/13 effective 8/1/13)

Bylaw 16.11.2.1 General Rule (2019-20).

General Rule. [A] 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 the student-athlete's family members or friends with a benefit not expressly authorized by NCAA legislation. [R] (Revised: 1/19/13 effective 8/1/13)

Bylaw 19.2.3.2 Failure to Cooperate (2017-18 through 2021-22).

Failure to Cooperate. Failing to satisfy the responsibility to cooperate may result in an independent allegation and/or be considered an aggravating factor for purposes of determining a penalty. Institutional representatives and the involved individual may be requested to appear before a hearing panel of the Committee on Infractions at the time the allegation is considered. (Adopted: 10/30/12 effective 8/1/13)

Bylaw 19.2.3.2.1 Failure or Refusal to Produce Materials (2017-18 through 2021-22).

Failure or Refusal to Produce Materials. If an institution or individual fails or refuses to produce materials requested by the enforcement staff during an investigation, the hearing panel may infer that the requested materials would support an alleged violation for which the party may be subject to penalty pursuant to Bylaw 19.9 (see Bylaw 19.7.8.3.1). (Adopted: 8/8/18)