**10/18/2023 – A typographical error was found on Page No. 83 of this decision. The reference to the "Former Assistant No. 1 – Level I-Standard Case (Bylaw 19.9.5)" in the title of (2) was corrected to "Former Assistant Coach No. 1 – Level I-Standard Case (Bylaw 19.9.5)."**

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

**NOVEMBER 3, 2022**

**PUBLIC INFRACTIONS DECISION**

Case No. 00843

University of Louisville

Louisville, Kentucky

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# I. INTRODUCTION

## a. The Independent Accountability Resolution Process.

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

The Independent Accountability Resolution Process consists of four components:

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

The Independent Resolution Panel consists of 14 members with legal, higher education, and/or sports backgrounds. Each hearing panel 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.[1] On June 17 through 19, 2022, five members of the Independent Resolution Panel heard this case in person.

## b. Basis of the University of Louisville Infractions Case.

The information that led to this infractions case came principally from the 2018 criminal indictment of four apparel company-related individuals (apparel company employee No. 1, apparel company employee No. 2, the business manager and the apparel company outside consultant) in the United States District Court for the Southern District of New York. The apparel company outside consultant pled guilty and entered into a cooperation agreement with the U.S. government. Pursuant to that agreement, the apparel company outside consultant admitted that he took part in this scheme. A jury found that the apparel company employee No.

[1] Four panel members constitute a quorum for a hearing panel to conduct a hearing and deliberate.

1, apparel company employee No. 2 and the business manager made payments to the families of promising prospective student-athletes in the sport of men's basketball to ensure that they attended apparel company-sponsored universities, in anticipation that these prospective student-athletes would sign with the apparel company when they became professional men's basketball players.

The apparel company, an apparel and equipment manufacturer, was a significant sponsor of Louisville's athletics programs. Based on its sponsorship agreement with Louisville, the apparel company had the exclusive right to publicly represent, market and otherwise promote the fact that it was the exclusive supplier to Louisville of designated products.

This led to one set of allegations that arose under the tenure of former head coach No. 1, who was head men's basketball coach at Louisville from 2001 through October 2017. Those allegations concern: (1) the former assistant coach No. 1 and the former associate head coach's conduct in the recruiting process; (2) the former head coach No. 1's failure to promote an atmosphere of compliance; and (3) Louisville's failure to monitor its men's basketball program.

After the referral of this case to the Independent Accountability Resolution Process and during the Complex Case Unit's investigation, an additional set of allegations were developed. The conduct related to these allegations occurred during the tenure of former head coach No. 2, who was head men's basketball coach at Louisville from March of 2018 through January of 2022, and concern: (1) graduate assistants, managers and noncoaching staff members of the Louisville men's basketball staff with sport-specific responsibilities participating in impermissible on-court activities; (2) the provision of personalized recruiting materials; and (3) the former head coach No. 2's failure to promote an atmosphere of compliance.

**c. Overview of Violations Found in the Case.[2]**

This case consists of nine allegations of violations during the tenures of former head coach No. 1 and former head coach No. 2. From 2016 through 2017, the Complex Case Unit alleged that within the men's basketball program: (1) there were arrangements made for the provision of recruiting inducements; (2) there were impermissible contact with an individual associated with a prospective student-athlete (IAWP); (3) a student-athlete was provided an extra benefit; (4) the former head coach No. 1 failed to satisfy the responsibilities of a head coach to promote an atmosphere of compliance; and Louisville failed to monitor its men's basketball program. Additionally, from 2019 through 2021, the Complex Case Unit alleged

[2] The full text of the portions of the NCAA constitution and the bylaws cited in this decision, for the applicable academic year in which the conduct occurred, can be found in APPENDIX TWO.

that within the men's basketball program: (1) there were impermissible on-court activities; (2) creation and provision of impermissible recruiting videos and aids; and (3) the former head coach No. 2 failed to satisfy the responsibilities of a head coach to promote an atmosphere of compliance. Finally, the Complex Case Unit alleged two post-separation allegations related to a failure to cooperate for the former assistant coach No. 1 and the former associate head coach.

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

(1) The former assistant coach No. 1 was knowingly involved in the arrangement to provide recruiting inducements to men's basketball prospective student-athlete No. 2 which the hearing panel finds to be a Level I violation. [Allegation No. 1-(c)]

(2) The former associate head coach had an impermissible off-campus recruiting contact with men's basketball prospective student-athlete No. 1 which the hearing panel finds to be a Level III violation. [Allegation No. 2-(a)]

(3) The former associate head coach provided impermissible transportation to the business manager who accompanied men's basketball prospective student-athlete No. 1 on his unofficial visit. The former assistant coach No. 1 provided impermissible transportation to the trainer for prospective student-athlete No. 2 who accompanied prospective student-athlete No. 2 on his unofficial visit. The hearing panel finds these to be Level III violations. [Allegation No. 2-(c)]

(4) During the 2018-19 through 2020-21 seasons, the graduate assistants and managers participated in impermissible on-court activities during some practices which the hearing panel finds to be Level III violations. [Allegation No. 5-(a)]

(5) During the 2020-21 season, the former director of player development participated in impermissible on-court activities during some practices which the hearing panel finds to be Level III violations. [Allegation No. 5-(b)]

(6) Members of the men's basketball staff showed impermissible personalized videos to men's basketball prospective student-athletes during recruiting visits which the hearing panel finds to be Level III violations. [Allegation No. 6]

(7) The former associate head coach furnished false or misleading information regarding his in-person off-campus recruiting contact with men's basketball prospective student-athlete No. 1 during an evaluation period at an NCAA certified event in Las Vegas [allegation No. 2-(a)], which the hearing panel finds to be a Level I violation. [Post-Separation Allegation No. 1 – Former Associate Head Coach].

## II. PROCEDURAL HISTORY

This Section covers only the most significant procedural developments in this matter. The complete, extensive procedural history summary is available at https://iarpcc.org/referred-cases/university-of-louisville/.

The NCAA enforcement staff issued a notice of allegations in this case May 4, 2020. Additionally, before the Infractions Referral Committee referred this matter to the Independent Accountability Resolution Process, Louisville, the former head coach No. 1, the former associate head coach and the former assistant coach No. 1 submitted responses to the notice of allegations issued by the enforcement staff. In those responses, issues surrounding the importation of facts and specificity of allegations, as discussed more fully below, were raised as procedural issues. Additionally, Louisville and the former head coach No. 1 raised specificity arguments subsequent to the Complex Case Unit's reply and during the hearing. Finally, the former head coach No. 1 requested to exclude any references by the Complex Case Unit to a recently published book relating to the conduct surrounding the SDNY case by apparel company employee No. 2. These are also discussed more fully below.

### a. Importation of Facts.

The first procedural issue related to the importation of facts in this case. The former associate head coach argued in his response to the enforcement staff's notice of allegation that NCAA Bylaw 19.7.8.3.1 (the "importation of facts" bylaw for the peer-review infractions process) does not authorize the importation of facts or evidence from the SDNY case into the infractions process. The former associate head coach incorporated his original response by reference into his response to the amended notice of allegations. Therefore, the hearing panel considered the former associate head coach's procedural argument on this issue.

Specifically, the former associate head coach argued that the SDNY case is still pending on appeal before the United States Court of Appeals for the Second Circuit, and thus, the case is not a "matter" in which "facts [were] established by a decision or judgment of a court." The former associate head coach asserted that the enforcement staff violated Bylaw 19.7.8.3.1 by considering facts, evidence, and positions taken in the matter in formulating its allegations against the former

associate head coach. Further, the former associate head coach argued that because he was not a party to the SDNY criminal trial, he never had an opportunity to confront the father of prospective student-athlete No. 1 over his testimony, suggesting that it violates basic notions of fairness to consider testimony made in an unrelated trial when the testimony: (1) is irrelevant to any issue to be determined at trial; and (2) has not been subject to any adversarial testing.

The Complex Case Unit argued in its written reply that Bylaw 19.7.8.3.1 allows consideration of evidence and positions taken "in such a matter" to be considered in the infractions process, and that by its express terms, the importation of facts bylaw does not apply unless the facts were "established by a decision or judgment of the court." Similarly, the Complex Case Unit argued that the bylaw does not apply to matters that are still under appeal. Taken together, the Complex Case Unit suggested that these carve-outs limit the enforcement staff's consideration of evidence from a collateral proceeding to proceedings that are: (1) final; and (2) necessarily involved a formal adjudication of facts relevant to the instant NCAA infractions case. The Complex Case Unit argued that no appeal is pending because the defendants in the criminal trial exhausted all appeal rights when the Second Circuit affirmed their convictions, and the U.S. Supreme Court denied their petition for certiorari. The Complex Case Unit asserted that is not requesting that the hearing panel accept as true "[f]acts established by a decision or judgment" in the criminal trial and that the Complex Case Unit is not seeking to import the jury's verdict in the criminal trial. Rather, the Complex Case Unit asked the hearing panel to consider "[e]vidence submitted" at the criminal trial, including the father of prospective student-athlete No. 1's sworn testimony. The Complex Case Unit argued that "[e]vidence submitted and positions taken in such a matter may be considered in the infractions process."

The hearing panel determined that it is unnecessary to interpret the importation of facts bylaw. The hearing panel instead relied on Bylaw 19.11.5.8.3, "basis of decision," which provides, in pertinent part, that the "hearing panel shall base its decision on information presented to it that it determines to be credible, persuasive and of a kind on which reasonably prudent persons rely in the conduct of serious affairs."

**b. Arguments Outside the Scope of the Amended Notice of Allegations.**

On several occasions, Louisville and/or the former head coach No. 1 argued that the Complex Case Unit should be prevented from providing information beyond the specific factual information included in the allegation contained in the amended notice of allegations related to the alleged violations.

Louisville argued that the hearing panel should reject the Complex Case Unit's allegation that apparel company employee No. 2 and the apparel company were involved in the provision of the payments to the trainer for prospective student-athlete No. 2, and thus, the Complex Case Unit's allegation was untimely and unsupported. Specifically, Louisville argued that the Complex Case Unit suggested for the first time in the Complex Case Unit's reply that the apparel company employee No. 2 and the apparel company were involved in the scheme to provide money to the trainer for prospective student-athlete No. 2. Further, the Complex Case Unit presented that the apparel company would fund at least a portion of these payments to the trainer for prospective student-athlete No. 2 to induce prospective student-athlete No. 2's enrollment at Louisville. Louisville asked the hearing panel to reject the Complex Case Unit's attempt to constructively and untimely amend the amended notice of allegations. Louisville maintained that this new allegation was even more untimely because all the information on which the Complex Case Unit's written reply relied was available to the Complex Case Unit long ago, and yet the Complex Case Unit never previously attempted to claim that the apparel company had any involvement in the scheme to make payments related to prospective student-athlete No. 2.

In addition, both Louisville and the former head coach No. 1 argued that the numerous additional red flags that were put forward as examples of failures to promote an atmosphere of compliance either in the Complex Case Unit's reply or during the hearing were outside the specifically alleged failure to report the one conversation in the amended notice of allegations and placed them in a disadvantage in preparations to address.

The hearing panel emphasizes the importance of procedural fairness and due process in the infractions proceedings before it, as this is the only way to hold institutions and involved individuals accountable and with a full and fair opportunity to present their case. While the hearing panel did not exclude any arguments presented to the hearing panel based on those arguments falling at least tangentially under the general scope of the allegations, the hearing panel is of the view that the Complex Case Unit did create a level of potentially detrimental scope confusion through the lack of factual specificity in the amended notice of allegations versus their broader based approach during the hearing.

**c. The Apparel Company Employee No. 2's Book.**

The Complex Case Unit also attempted to argue that a recently published book by apparel company employee No. 2, helped establish that former head coach No. 1 was aware of the payments to prospective student-athlete No. 1. In particular, one line from the book that provided: "As a consultant with [the apparel company], I did not act on my own, nor could I have done so. I simply ran the proposition by

my bosses, who did the same after consulting with [the former head coach No. 1], and the answer that came back from up high was, '[former head coach No. 1] wants our help. Get it done.'" The former head coach No. 1 argued that neither the book nor any excerpt should be admitted based on various factors, including: (1) the timing of the release and use of the book; (2) the excerpt being hearsay upon hearsay; (3) the unavailability of the author to provide direct information into the case record; and (4) the inability to interview or cross examine the author, including to determine motives and question credibility. While the hearing panel was inclined toward the argument of no probative value of the book itself, it did not need to reach that determination as the book and any reference was fully excluded based on the Complex Case Unit's failure to appropriately request inclusion into the record.

**d. Correspondence from and Interview of the NCAA Former Managing Director of Academic and Membership Affairs.**

The parties spent a considerable amount of time in their submissions and at the hearing discussing email correspondence from and the interview of the NCAA former managing director of academic and membership affairs about apparel companies and the related analysis under NCAA legislation for representatives of athletics interests.

In sum, the former managing director of academic and membership affairs described the circumstances approximately twenty years ago under which the NCAA Division I Council and various interpretive bodies interpreted and educated the membership about the applicable legislation for representatives of athletics interests.

The opinions by the former managing director of academic and membership affairs were not dispositive nor submitted as a formal NCAA interpretation. The hearing panel considered the information presented and gave it such weight as the hearing panel deemed appropriate.

## III. STATEMENT OF FACTS

Most of the underlying facts that led to this infractions matter were uncontroverted. Where facts were in dispute, the hearing panel determined which information it found credible and persuasive. This section describes only the most significant events that gave rise to this infractions case; however, the hearing panel ultimately considered all information in the case record. This case involved two separate coaching staffs and time periods, for which the allegations are not interrelated. The relevant conduct relating to the former head coach No. 1's tenure involved the recruitment of prospective student-athlete No. 1 and prospective student-athlete No. 2, and the involvement in such recruiting by the former assistant coach No. 1 and the former associate head coach. With respect to the former head

coach No. 2's tenure, the relevant conduct related to recruiting materials and the involvement of graduate student managers and noncoaching staff members with sport-specific responsibilities in on-court activities.

**a. Conduct During Former Head Coach No. 1's Tenure.**

(1) Previous Infractions Case – University of Louisville Committee on Infractions Decision (June 15, 2017).

On June 15, 2017, the NCAA Division I Committee on Infractions released the Louisville Committee on Infractions Decision. The Committee on Infractions decision, in part, held that the former head coach No. 1 violated NCAA head coach responsibility legislation when he failed to rebut the presumption that he was responsible for the activities arranged by the former director of men's basketball operations. Although the Committee on Infractions decision did not conclude that former head coach No. 1 was aware of the activities, he did not exercise sufficient oversight of the former director of basketball operations. The Committee on Infractions decision stated that the former head coach No. 1 did not meet his responsibility to ensure violations were not occurring. The Committee on Infractions decision provided that former head coach No. 1's failure to monitor constituted a Level I-Standard violation and that Louisville's failure to monitor constituted a Level I-Aggravated violation. The Committee on Infractions decision prescribed the penalties of public reprimand and censure, four years' probation, a one-year postseason ban for Louisville's men's basketball team, reductions in grants-in-aid and recruiting opportunities, vacation of records, game suspensions for former head coach No. 1, and show-cause penalties for the former director of basketball operations.

(2) The Scheme as Outlined in the Southern District of New York Complaints.

On September 26, 2017, the U.S. Attorney's office for the SDNY announced a series of criminal complaints against individuals associated with the apparel company. The complaints named several NCAA member institutions by reference to their locations and to their private or public status, and to several prospective student-athletes. Louisville and other affected institutions were victims of the deceptive scheme by the conspirators, a scheme that included talking on burner phones, producing sham invoices, and meeting for in-person cash handoffs.

(a) Prospective Student-Athlete No. 1.

The SDNY complaints and the April 2018 superseding indictment alleged that between May and July 2017, apparel company employee No. 1, apparel company employee No. 2, the business manager, and financial advisor No. 2 worked together to arrange to funnel $100,000 from the apparel company to the family of prospective student-athlete No. 1, through his father, in exchange for prospective student-athlete No. 1's commitment to play at Louisville, for prospective student-athlete No. 1 to retain the business manager and financial advisor No. 2, and for prospective student-athlete No. 1 to sign with the apparel company once he joined a professional basketball league.

Prospective student-athlete No. 1 was considering attending and participating in men's basketball at another Division I institution. Around May 19, 2017, he and his family learned that two men's basketball student-athletes at that institution who played his position decided to return to the institution rather than enter the NBA draft. At the same time, prospective student-athlete No. 1 learned that a Louisville student-athlete, who played his position, decided to enter the NBA draft and left Louisville. Additionally, prospective student-athlete No. 1 was running out of time to select a men's basketball program for his collegiate enrollment.

On May 23, 2017, the business manager texted the former head coach No. 1 and stated, "Coach, this is [the business manager]. I dealt with you on [another student-athlete]. Would you have any interest in [prospective student-athlete No. 1] or are you done with recruiting?" Former head coach No. 1 responded, "We would love to have him." On May 24, 2017, the former head coach No. 1 and prospective student-athlete No. 1 spoke over the telephone.

On May 27, 2017, apparel company employee No. 1 called the former head coach No. 1 and left a voice message around 1:19 p.m. and stated "Coach, [apparel company employee No. 1] with [the apparel company]. Hope all is well. I am sorry to bother you over the weekend, but I just got a call about a player I want to discuss with you. So when you get a chance, if you can call me at [XXX-XXX-XXXX]. Thanks, Coach. Bye-bye." At 11:21 p.m., apparel company employee No. 1 and former head coach No. 1 had a telephone call for two minutes.

From May 28 through 30, 2017, prospective student-athlete No. 1 took an unofficial visit to Louisville. Prospective student-athlete No. 1, his parents, and the business manager attended the unofficial visit. During the unofficial visit, the former head coach No. 1 had his "antennas" up and asked probing questions of the family of prospective student-athlete No. 1 regarding why they were interested in attending Louisville at such a late stage of the recruiting process. On June 1, 2017, prospective student-athlete No. 1 committed to attend Louisville. On the same day, apparel company employee No. 1 left another voice message with former head coach No. 1 and stated "Coach, [apparel company employee No. 1]. Hope all is well. Checking in. Heard the good news. It's going to be great. I am excited for you guys. And just give me a call back or I'll try you soon. Thanks, Coach. Bye-bye." On June 3, 2017, prospective student-athlete No. 1 publicly announced that he would be attending Louisville.

On June 3, 2017, the apparel company outside consultant texted former head coach No. 1 "Hall of famer. Hope you are in a good place. [Prospective student-athlete No. 1] will help. Talk soon."

In June 2017, prospective student-athlete No. 1's family moved to Louisville to support prospective student-athlete No. 1 and attend his games. Prospective student-athlete No. 1's family stayed in a hotel and apartment complex in downtown Louisville while seeking more permanent housing.

On June 26, 2017, the father of prospective student-athlete No. 1 texted the former associate head coach and wrote, "Hey [former associate head coach]. How's it going. Hey, let's meet up today so we can get some things hashed out." Shortly thereafter, the father of prospective student-athlete No. 1 met with the former associate head coach at a gas station in Louisville. The father of prospective student-athlete No. 1 testified under oath at the SDNY trial that the business manager told him that the former associate head coach was supposed to give him $2,000 for rent. The former associate head coach, however, did not provide money on that day. Additionally, according to the father of prospective student-athlete No. 1, throughout the summer of 2017, the business manager provided him with $1,000 to $2,000 per month.

On or about July 13, 2017, the father of prospective student-athlete No. 1 traveled to New York City. During this trip, he received

$25,000 from an unnamed individual for prospective student-athlete No. 1's enrollment at Louisville. This $25,000 payment was supposed to be the first of four installments, for a total of $100,000, but the ultimate scheme was not realized.

On August 23, 2017, the father of prospective student-athlete No. 1 again texted the former associate head coach and wrote, "Hey, [former associate head coach], how's it going? Wanna get together to square up." The father of prospective student-athlete No. 1 and the former associate head coach met later that day. According to the father of prospective student-athlete No. 1, he received $1,300 from the former associate head coach, which the former associate head coach denied occurred. The former associate head coach's financial records show a $1,100 cash withdrawal on August 24, 2017.

After the SDNY indictment, Louisville removed prospective student-athlete No. 1 from the men's basketball team without ever participating in a Louisville men's basketball contest. Prospective student-athlete No. 1 then transferred to another Division I institution but did not compete in men's basketball for that Division I institution.

(b) Prospective Student-Athlete No. 2.

On July 27, 2017, and as part of an FBI surveillance operation, the business manager, the trainer for prospective student-athlete No. 2, undercover FBI agent No. 1, the financial advisor No. 1 and the former assistant coach No. 1 met in a hotel room in Las Vegas, Nevada.

The former assistant coach No. 1 was recruiting in Las Vegas in July 2017. He agreed to meet the trainer for prospective student-athlete No. 2 and the business manager at a hotel bar, but when the former assistant coach No. 1 arrived at the hotel bar, the trainer for prospective student-athlete No. 2 and the business manager were not there. The former assistant coach No. 1 had a drink and gambled while waiting to meet with them. Then he received a call from the trainer for prospective student-athlete No. 2 and proceeded to leave the bar area. After getting off an elevator, the former assistant coach No. 1 saw the trainer for prospective student-athlete No. 2 and another individual he did not recognize who was financial advisor No. 1. Financial advisor No. 1 led the former assistant coach No. 1 in the wrong direction through the hallways and ended up in the

hotel room, at which point the former assistant coach No. 1's "alarms start[ed] going off" and he was feeling "nervous and anxious." In addition to not recognizing financial advisor No. 1, the former assistant coach No. 1 also did not recognize undercover FBI agent No. 1.

The discussion in the hotel room pertained to the recruitment of prospective student-athlete No. 2, which the former assistant coach No. 1 engaged in. An envelope was on the table in the hotel room believed to contain between $11,000 and $12,700 in cash.

The business manager explained to the individuals in the hotel room a plan to funnel money to the family of prospective student-athlete No. 2 and that prospective student-athlete No. 2 would "come back to us," referring to himself and the business he was forming with the help of financial advisor No. 2, and the undercover FBI agent No. 1. The business manager indicated that they would have to be particularly careful with how they passed money to prospective student-athlete No. 2 and his family because Louisville was already on NCAA probation. The former assistant coach No. 1 stated "we gotta be very low key." The business manager added, "[t]he biggest thing is just making sure that every month [the trainer for prospective student-athlete No. 2] gets what he needs" in order to funnel the payments to prospective student-athlete No. 2 and his family.

The trainer for prospective student-athlete No. 2 noted that the apparel company, which sponsored his amateur team, would be supportive of their recruitment efforts and confirmed that "all my kids will be [apparel company] kids." The business manager concluded that their plan to funnel money to prospective student-athlete No. 2 and/or his family in exchange for prospective student-athlete No. 2's commitment to attend Louisville and to sign with the business manager and the apparel company "works on every angle. We have [apparel company employee No. 2] at [apparel company], we have [trainer for prospective student-athlete No. 2] out with the kid, and we have Louisville."

The trainer for prospective student-athlete No. 2 suggested that the "easiest way" to facilitate the payments each month without them being detected would be to send the money to the trainer for prospective student-athlete No. 2's "non-profit for the grassroots team," although the trainer for prospective student-athlete No. 2

confirmed that he also would accept cash. The business manager explained that money "will take care of July, or August." Undercover FBI agent No. 1 told the former assistant coach No. 1 that the payment would "make Louisville and your program happy in the sense that the kid is . . . going to Louisville, and after Louisville, he's gonna come back to us."

The trainer for prospective student-athlete No. 2 stated that he expected the apparel company to fund at least a portion of the future payments, in part through the involvement of apparel company employee No. 2, to prospective student-athlete No. 2 and/or his family because of the former head coach No. 1's influence at the apparel company and because "all [former head coach No. 1] has to do is pick up the phone and call somebody, and say these are my guys, they're taking care of us." The business manager, the FBI agent No. 1, and the former assistant coach No. 1 discussed ensuring that prospective student-athlete No. 2 would ultimately sign with the business manager upon entering the NBA. The former assistant coach No. 1 explained that "[former head coach No. 1] is not a guy to have his own agent already set up" so that it would fall upon former assistant coach No. 1 and another assistant coach at Louisville to steer the student-athletes to certain advisors. With respect to prospective student-athlete No. 2, the trainer for prospective student-athlete No. 2 noted that "on my end, when I send my kids to college, before I send them, I'm having that conversation" and "with [prospective student-athlete No. 2], this is done." Shortly thereafter, the former assistant coach No. 1 left the room before the meeting concluded.

(3) Other Events Regarding Prospective Student-Athlete No. 1.

(a) The Contact in Las Vegas.

The former associate head coach had an in-person encounter with prospective student-athlete No. 1 in July 2016 in a Las Vegas hotel during an NCAA men's basketball evaluation period. The two had a "five to 10 minute conversation," during which the former associate head coach "gave his 'spiel' about" Louisville. Text messages from the mother of prospective student-athlete No. 1 to the business manager confirm that this contact occurred. The mother of prospective student-athlete No. 1 texted to the business manager, "I remember [the former associate head coach] . . . He stopped [prospective student-athlete No. 1] in Vegas at the Bellagio

where we were staying for a good while and was trying to get him then and that was this past summer." Later that day, the former associate head coach sent prospective student-athlete No. 1 a text message that read, "I told you way back in Vegas that the Ville was the place man."

(b) The Transportation on the Louisville Unofficial Visit Related to Prospective Student-Athlete No. 1.

Upon the business manager's arrival at the Louisville airport during prospective student-athlete No. 1's May 28 through 30, 2017, unofficial visit, the former associate head coach transported him from the airport to his hotel. Additionally, the former assistant coach No. 1 transported the business manager from his hotel to the institution later in the visit. The total mileage for the transportation was approximately nine miles.

(4) Other Events Regarding Prospective Student-Athlete No. 2.

(a) The Recruitment of Prospective Student-Athlete No. 2.

In June of 2017, the trainer for prospective student-athlete No. 2 called the former assistant coach No. 1 and suggested Louisville should recruit prospective student-athlete No. 2. Louisville recruited prospective student-athlete No. 2 throughout the summer of 2017, with the former assistant coach No. 1 serving as the primary recruiter and communicator with prospective student-athlete No. 2 and his mother.

(b) Reimbursement for Unofficial Visit Expenses and Transportation on Unofficial Visit.

The former assistant coach No. 1 contended that around September 17, 2017, the former associate head coach requested that the former assistant coach No. 1 give him $800. The former assistant coach No. 1 maintained that he provided the former associate head coach, who he considered his mentor, $800 in cash without asking any questions and that the $800 was used to reimburse the trainer for prospective student-athlete No. 2 for the money he spent on prospective student-athlete No. 2's September 2017 unofficial visit to Louisville. The former assistant coach No. 1 stated he "confirmed" with the former associate head coach and prospective

student-athlete No. 2 that the $800 went to prospective student-athlete No. 2.

The former associate head coach denied asking the former assistant coach No. 1 for money to pay prospective student-athlete No. 2 and stated, "I have absolutely no idea what he's talking about," adding that it would not have "ma[d]e any sense" for him to ask for the money because he was not involved in the recruitment of prospective student-athlete No. 2.

Additionally, the trainer for prospective student-athlete No. 2, the mother of prospective student-athlete No. 2 and prospective student-athlete No. 2 attended an unofficial visit at Louisville from September 15 through 17, 2017. The former assistant coach No. 1 provided roundtrip transportation between the trainer for prospective student-athlete No. 2's hotel and a Louisville bar. The total mileage for the transportation was approximately 15 miles.

(5) Social Function Attended by Nonscholastic Basketball Team Staff.

The former associate head coach attended a social function in April 2017 where the AAU administrator and certain individuals affiliated with a nonscholastic boys' basketball team, were present, while the nonscholastic basketball team was participating in a three-day NCAA certified nonscholastic boys' basketball event in the Indianapolis area. On April 26, 2017, the former associate head coach sent a text message to several nonscholastic coaches and administrators, including the AAU administrator, which read: "One of my guys from Louisville [is] putting together an event at a club in Indy for Friday night . . . let me know if you want me to give him your number for a[n] invite and head count." The former associate head coach attended the event and exchanged brief greetings with the AAU administrator, a self-described "IT guy" whose role limited to "marketing the program, web development, pretty much social media, digital design and kind of stuff like that." The former associate head coach attended the function for approximately five minutes and left. Louisville was not recruiting any players from the nonscholastic basketball team at that time.

(6) Efforts to Cooperate by Former Assistant Coach No. 1.

The NCAA paused its investigation for two years for infractions cases related to the federal government's ongoing SDNY investigations and prosecutions. On or about September 26, 2017, the former assistant coach

No. 1 received a Grand Jury Subpoena. The U.S. government, namely two Assistant U.S. Attorneys, told him to not speak with anyone regarding the ongoing investigation. The former assistant coach No. 1 complied with the directives and requests of the federal government.

When the NCAA investigation ensued, July 29, 2019, the enforcement staff requested that the former assistant coach No. 1 participate in an interview. The former assistant coach No. 1 informed the enforcement staff that he requested confirmation from the federal government concerning his status in the federal government's investigation to ensure his participation in the NCAA interview would not contravene the federal government's directive. The former assistant coach No. 1 sent emails to the enforcement staff dated August 14, 2019, August 28, 2019, and September 3, 2019, discussing his interest to cooperate with the NCAA. In fact, the former assistant coach No. 1 produced documents, and February 20, 2020, participated in an interview with the enforcement staff.

(7) Efforts to Cooperate by Former Associate Head Coach.

The former associate head coach sat for interviews March 19, 2019, and April 4, 2020, and during those interviews he denied the alleged conduct relating to the provision of $1,300 to the father of prospective student-athlete No. 1 and that he had an in-person off-campus recruiting contact with prospective student-athlete No. 1 during an evaluation period at an NCAA certified event in Las Vegas.

**b. Conduct During Former Head Coach No. 2's Tenure.**

(1) Graduate Assistant Managers Participation in On-Court Practice Activities.

During the 2018-19 and 2019-20 men's basketball seasons, graduate assistant managers participated in countable athletically related activities in on-court practice activities and as practice players. Louisville recorded all practices in an effort to ensure rules compliance and for future documentation of the compliance. As described by the institution, the videos submitted by the institution show that the participation of the graduate assistant managers was for a total of approximately 2% of allowable practice time during the dates captured when the graduate assistant managers participated (88.6 minutes out of a total of 3,840 minutes).

The former head coach No. 2 described his coaching philosophy for the Louisville men's basketball program as a ". . . heavy drill program." In his

response and at the hearing, he described the narrow focus of the drills on evaluating and teaching specific, limited aspects of play with teaching breaks, and usually did not involve game-type scoring, timing, and officiating.

Louisville's senior associate director of athletics for compliance described the analysis of graduate assistant manager participation in practices as follows, "if it was live action, we've kind of drawn that line" and that "[i]n terms of going up and down the court, . . . [the senior associate director of athletics for compliance] would consider that to be beyond their duties in their roles." The senior associate director of athletics for compliance also stated that graduate assistant managers could not participate in full scrimmages, nor did he believe that they could referee games.

The former assistant coach No. 2 maintained that graduate assistant managers practiced with the Louisville men's basketball team ". . . for three straight years, on a very consistent basis" and that "[g]raduate assistants worked out the players all the time." His understanding was that graduate assistant managers were "allowed to participate in limited drills regularly, and that's what they did."

The former director of player development was a graduate assistant manager from June 2018 until his graduation in April 2020, prior to Louisville hiring him as the director of player development in July 2020. While he was a graduate assistant manager, he participated in scrimmages with the team. He had an "inkling" that he was not allowed to scrimmage with the team. He was not employed by Louisville in May and June of 2020.

(2) Former Director of Player Development Participation in On-Court Activities.

Normally, the role of director of player development is a noncoaching staff member who is prohibited from on-court activities. However, in wake of the COVID-19 Pandemic, the NCAA encouraged member schools to ". . . make the best decisions for the health and safety of their coaches, staff, student-athletes, recruits and communities." The NCAA issued a blanket waiver September 8, 2020, allowing for noncoaching staff with sport-specific responsibilities to act as managers. In relevant part, the waiver permitted up to two Division I men's and women's basketball-specific noncoaching staff members to engage in managerial duties during on-court activities (e.g., rebound, pass, assist with drills) provided the noncoaching staff position existed as of September 7, 2020, and the institution prohibited

some or all student managers from attending practice or other countable athletically related activities due to the health and safety impact of COVID-19. The institution must have designated the noncoaching staff member(s) to perform such on-court managerial duties and kept them on file in the athletics department. The basketball-specific noncoaching staff members were only permitted to perform these managerial duties until the conclusion of an institution's 2020-21 playing season or when the institution permitted all student managers to attend practice or other countable athletically related activities, whichever was earlier.

During the time period when the former director of player development was neither a permissible coach nor covered by the waiver, videos show him participating in practices outside of these windows for a total of 50.6 out of 3,360 minutes – 1.4% of allowable practice time as described by the institution. The former head coach No. 2 neither instructed nor asked the former director of player development to conduct workouts with the student-athletes.

(3) Recruiting Itineraries and Videos.

Louisville's men's basketball staff created recruiting itineraries for men's basketball prospective student-athletes on official and unofficial visits. The men's basketball staff intended to use the itineraries for internal purposes and only to provide background information about the prospective student-athletes to staff members who might meet the prospective student-athletes on the visits. On at least two occasions, the itineraries were provided to the prospective student-athletes and their families.

Louisville's men's basketball staff also created "30 for 30" videos, which were intended to imitate similar videos produced by ESPN, showing prospective student-athletes' journeys growing up from childhood and going on to the be successful at Louisville. The Louisville men's basketball staff also produced "How We Make You Better" videos, which included clips of the prospective student-athletes. They intended to use the "How We Make You Better" videos to show the prospective student-athletes that Louisville was the right system for them and how Louisville would make them better. They showed the videos in private, and not in a public place during recruiting visits.

## IV. ANALYSIS

This Section provides a detailed analysis of the hearing panel's decisions with respect to each of the allegations. The language of the allegations included in the introductory sections of each subpart reflects the language from the amended notice of allegations.

In reviewing these allegations, the information contained in the case record, and the contextualization of that information in the written submissions and during the hearing, the hearing panel was often struck by the Complex Case Unit's request to this hearing panel to take many of the specific assertions at face value and to read often limited information in the most expansive form, even when confronted with additional plausible explanations or clarifications of such information. This request was specially perplexing in those instances, as noted throughout the hearing panel's analysis, where it does not appear that the Complex Case Unit undertook additional action to confirm their contextualization of the information presented or the overall impact of the actions as described, or even whether a portion of an allegation was, in fact, still before this hearing panel. In those instances, therefore, where that additional context has been provided by Louisville or other involved individuals, and their credibility was not effectively countered, this hearing panel has generally been accepting of this additional clarifying context as it has undertaken its review.

### a. Status as Representatives of Athletics Interests.

Central to the analysis of the conduct alleged in allegation Nos. 1-(a) and 1-(b) is whether certain individuals or entities are representatives of Louisville's athletics interests pursuant to NCAA Constitution 6.4.2 and Bylaw 13.02.15, which attach responsibility to Louisville for the conduct alleged. The hearing panel finds it appropriate to provide the representative of athletics interests analysis for the apparel company, apparel company employee No. 1, apparel company employee No. 2 and the business manager at the outset of the analysis as a standalone section.

#### (1) NCAA Legislation Relating to Representatives of Athletics Interests.

Constitution 6.4.1 provides that an institution's "responsibility" for the conduct of its intercollegiate athletics program shall include responsibility for the acts of an independent agency, corporate entity (e.g., apparel or equipment manufacturer) or other organization when a member of the institution's executive or athletics administration, or an athletics department staff member, has knowledge that such agency, corporate entity or other organization is promoting the institution's intercollegiate athletics program.

Further, Bylaw 13.02.15 provides that a "representative of the institution's athletics interests" is an individual, independent agency, corporate entity (e.g., apparel or equipment manufacturer) or other organization who is

known (or who should have been known) by a member of the institution's executive or athletics administration to:

(a) Have participated in or to be a member of an agency or organization promoting the institution's intercollegiate athletics program.

(b) Have made financial contributions to the athletics department or to an athletics booster organization of that institution.

(c) Be assisting or to have been requested (by the athletics department staff) to assist in the recruitment of prospective student-athletes.

(d) Be assisting or to have assisted in providing benefits to enrolled student-athletes or their families. Or,

(e) Have been involved otherwise in promoting the institution's athletics program.

Constitution 6.4.2 includes a similar five factor analysis for representatives of athletics interests as set forth in Bylaw 13.02.15. The crux of the analysis in this case involves subparts (a), (c) and (e).

Constitution 6.4.2.2 provides that any individual participating in the activities set forth in Constitution 6.4.2 shall be considered a representative of the institution's athletics interests and remains as such in perpetuity.

**(2) The Parties' Positions.**

The Complex Case Unit's allegations that the apparel company was a representative of Louisville's athletics interests hinged on four arguments. First, that in October 1999, the NCAA Division I Management Council clarified that corporate entities and other organizations (e.g., apparel and equipment companies) could be considered representatives of athletics interests. Second, that Louisville's senior associate director of athletics for compliance testified in the SDNY trial that sponsors of NCAA member institutions are considered representatives of athletics interests under NCAA legislation. Third, that the former head coach No. 1 requested apparel company employee No. 1's recruiting assistance and the former head coach No. 1 and the former assistant coach No. 1 knew that the apparel company provided recruiting assistance to prospective student-athlete No. 1 and prospective student-athlete No. 2. Fourth, that the relationship between the apparel company and Louisville went far beyond providing athletics apparel at no cost.

Louisville responded with four primary contentions of its own to refute the Complex Case Unit's allegation that the apparel company was a representative of Louisville's athletics interests. First, that apparel company employee No. 1 and apparel company employee No. 2 made payments to the father of prospective student-athlete No. 1 without the knowledge or participation of Louisville. Second, that an institution is responsible for the actions of an apparel company only when the institution knows or should know the apparel company "is promoting the institution's athletics program." Third, that the sponsorship agreement between Louisville and the apparel company makes it clear that the apparel company was not promoting Louisville's athletics program, and instead its purpose was ". . . to secure the services of [the] University's Athletic Program Staff to endorse and promote [the apparel company's] products" and to give the apparel company "certain endorsement rights." Fourth, that even if the apparel company was a representative of Louisville's athletics interests, apparel company employee No. 1 and apparel company employee No. 2 did not act as Louisville's representatives of athletics interests when they defrauded Louisville by making illegal payments to the father of prospective student-athlete No. 1.

**(3) Louisville's Sponsorship Agreement with the Apparel Company.**

The Complex Case Unit contended the apparel company was a representative of Louisville's athletics interests pursuant to Constitution 6.4.2-(a) and -(e) and Bylaws 13.02.15-(a) and -(e) because the apparel company's sponsorship agreement with Louisville demonstrates a relationship that went far beyond providing athletics apparel at no cost. The Complex Case Unit characterized Louisville as one of the apparel company's "flagship program" and, accordingly, placed Louisville above all other institutions with whom it had sponsorship agreements. Louisville presented information to suggest that Louisville's sponsorship agreement with the apparel company was not materially different in comparison to 29 similar agreements with other institutions.

Several provisions in the sponsorship agreement between the apparel company and Louisville are commonplace and none suggest promotion of the institution. First, the no-cost product did not extend far beyond providing apparel at no cost. Second, it is similarly commonplace for such sponsorship agreements to provide performance bonuses if certain success metrics are achieved. Third, the marketing activation money provision for a program such as an internship program is not designed to promote Louisville. Fourth, the dedication of a page on Louisville's website benefits

the sales for the apparel company and is not a promotion of Louisville. Fifth, marketing departments and apparel companies must have the flexibility to coordinate contractually required provisions, such as the use of marks, without violating NCAA legislation.

In addition, when asked about the relationship between the apparel company and Louisville in an interview with the enforcement staff, the senior associate director of athletics for compliance stated that in his opinion and based on his interpretation of NCAA bylaws he thought the apparel company would fall under the definition of a representative of Louisville's athletics interests. The senior associate director of athletics for compliance testified similarly at the SDNY trial that sponsors per NCAA rules are considered representatives of the university's athletics interests. However, in his subsequent interview with the Complex Case Unit, the senior associate director of athletics for compliance hedged his prior testimony and interview responses by suggesting that he thought the specific facts and relationship must be considered along with the plain language of the bylaws. It is concerning to the hearing panel that such a senior level compliance professional is unable to consistently provide direction and guidance regarding the analysis of representatives of athletics interests. His initial responses at the SDNY trial and in the interview with the enforcement staff were inconsistent with his statements made during his interview with the Complex Case Unit. Indeed, he noted that the representative of athletics interests analysis is multi-factored and fact specific, which he did not take into account previously. In this case, the hearing panel considered the inconsistencies from the senior associate director of athletics for compliance and deemed those opinions to have limited weight as the hearing panel completed their independent analysis.

The hearing panel concludes that Louisville's sponsorship agreement with the apparel company was standard compared to the other similar agreements in the case record. The mere existence of a sponsorship agreement is not enough to trigger the apparel company as a representative of Louisville's athletics interests. Nothing in the apparel company's sponsorship agreement with Louisville is unique to elevate Louisville in a manner to demonstrate that the apparel company was promoting Louisville. Rather, the sponsorship was designed to promote the apparel company, not Louisville.

**(4) The Former Head Coach No. 1 and the Recruitment of Prospective Student-Athlete No. 1.**

As stated above, the Complex Case Unit contended Louisville knew or should have known that the apparel company was involved in the recruitment of prospective student-athlete No. 1, and therefore the apparel company was a representative of athletics interests for Louisville pursuant to Constitution 6.4.2-(c) and Bylaw 13.02.15-(c).

Louisville spent a considerable amount of time discussing whether the former head coach No. 1 should have known of either (1) the promise to pay $100,000; or (2) the $25,000 payment. The hearing panel determines there is insufficient information to conclude that the former head coach No. 1 knew or should have known that that the apparel company employee No. 1 was going to pay $100,000 to the father of prospective student-athlete No. 1. A reasonable head coach in a similarly situated position as the former head coach No. 1 would not and could not have known what was going to transpire. The NCAA rules are not without context and must be bounded by what is reasonable conduct and attribution of reasonable knowledge under the circumstances. The fundamental question is what could or did the former head coach No. 1 know or should have known under the circumstances? The hearing panel is of the view, given the paucity of information in the case record, that the answer is nothing regarding the arrangement of and payments to prospective student-athletes.

However, the hearing panel's determination as to the former head coach No. 1's awareness of a promise to pay or payment to prospective student-athletes does not end the required analysis. It is enough to trigger status as a representative of Louisville's athletics interests for the apparel company if the Complex Case Unit demonstrated that the former head coach No. 1 had asked the apparel company, through its employees, to recruit or was aware of their actual recruitment of prospective student-athlete No. 1. In that case, any violation would have been attributable to Louisville based on their responsibility for the actions of their representatives of athletics interests. However, there is an insufficient basis to demonstrate that here.

The apparel company employee No. 1 initiated the May 27, 2017, contact to the former head coach No. 1 via a voice message, and not vice versa. The content of that message did not demonstrate a close personal relationship. In fact, the apparel company employee No. 1 had to introduce himself in the voice message by name and affiliation with the apparel company. He simply stated to the former head coach No. 1 that he would "put in a good word."

Other than a brief follow-up telephone call from the former head coach No. 1 to the apparel company employee No. 1 and a follow-up voice message from apparel company employee No. 1 to the former head coach No. 1[3], the case record was void of further communications between them. Such communications do not demonstrate a request for recruitment or indication that any actual recruitment occurred. The limited and ambiguous communications are too remote in substance for the hearing panel to find a sufficient basis to deem the apparel company a representative of Louisville's athletics interests.

The hearing panel does not infer additional meaning to the limited interactions described above based solely on the late recruitment of prospective student-athlete No. 1. He essentially fell into the lap of Louisville and former head coach No. 1 due to circumstances in the recruiting environment at the time. The timeline of events relating to the recruitment of prospective student-athlete No. 1 set forth in Section III does not demonstrate that the former head coach No. 1 requested apparel company employee No. 1 to assist in the recruitment of prospective student-athlete No. 1. It was unremarkable for a prospective student-athlete of such a caliber as prospective student-athlete No. 1 to express interest late in the recruiting process. For example, four of the top 10 high school prospective student-athletes from a subsequent class in 2020 were not committed to an institution by April 1, 2020. In fact, prospective student-athlete No. 1 had a legitimate reason for his late expression of interest in Louisville because several of the schools he wished to attend included student-athletes who played his position. Prospective student-athlete No. 1 did not learn until May 2017 that those student-athletes would remain enrolled at the other institutions for another year. In contrast, the student-athletes at Louisville who played prospective student-athlete No. 1's position decided to leave early for the NBA in the same month. Additionally, the former head coach No. 1 obtained justifiable explanations from the family members of prospective student-athlete No. 1 during their unofficial visit to understand their late interest in Louisville.

In assessing the meaning of the limited interactions described above, the hearing panel found the former head coach No. 1 credible. First, the former head coach No. 1 maintained an antagonistic relationship with apparel companies, not a relationship in which he relied on apparel companies to elevate the Louisville men's basketball program. He stated at the hearing that he told the apparel companies to "get out of our life" and that he ". . .

[3] The content of the voice message was, "[h]eard the good news. It's going to be great. I am excited for you guys."

had no relationship with [apparel company employee No. 1] at all or [business manager] throughout the years. They didn't help me. I didn't want their help." His interview with the enforcement staff substantiated his account, in which he stated, ". . . the [apparel] companies should not be involved in our sport." Second, he did not need apparel company employee No. 1's assistance in recruiting prospective student-athlete No. 1 because of the limited options available to prospective student-athlete No. 1. It is this context that frames the former head coach No. 1's exchange with the apparel company employee No. 1 as less of a request for recruiting assistance through acquiescence, and more as a means to end a perceived immaterial interaction that based on the record before the hearing panel did not actually lead to any recruiting action by apparel company employee No. 1 relative to prospective student-athlete No. 1 or his family.

The hearing panel declines to rely on such tenuous connections to demonstrate the apparel company was a representative of athletics interests for Louisville pursuant to Constitution 6.4.2-(c) and Bylaw 13.02.15-(c). Accordingly, the hearing panel finds that the former head coach No. 1 did not request apparel company employee No. 1 to assist in the recruitment of prospective student-athlete No. 1, nor was there actual recruitment demonstrated.

**(5) The Recruitment of Prospective Student-Athlete No. 2.**

The analysis of whether the apparel company was a representative of Louisville's athletics interests turns next on whether Louisville knew or should have known that the apparel company was involved in the recruitment of prospective student-athlete No. 2, and therefore the apparel company was a representative of athletics interests for Louisville pursuant to Constitution 6.4.2-(c) and Bylaw 13.02.15-(c).

The circumstances surrounding the July 2017 meeting in the Las Vegas hotel room do not demonstrate that the apparel company assisted in the recruitment of prospective student-athlete No. 2. Underlying the standard of "knew or should have known" is an element of reasonableness. Reasonableness requires an inquiry into the facts and circumstances surrounding the conduct in question; what was reasonable for someone to have known or what should they have known under the circumstances? The hearing panel reviewed the factual circumstances surrounding the Las Vegas meeting and found no sufficient factual information to determine that the apparel company was involved in the recruitment of prospective student-athlete No. 2 at that time. Further, that the former assistant coach No. 1 did not request future recruiting assistance from the apparel company.

The former assistant coach No. 1 was recruiting in Las Vegas in July 2017. He agreed to meet the trainer for prospective student-athlete No. 2 and the business manager at a hotel bar, but when the former assistant coach No. 1 arrived at the hotel bar, the trainer for prospective student-athlete No. 2 and the business manager were not there. The former assistant coach No. 1 had a drink and gambled while waiting to meet with them. Then he received a call from the trainer for prospective student-athlete No. 2 and proceeded to leave the bar area. After getting off an elevator, the former assistant coach No. 1 saw the trainer for prospective student-athlete No. 2 and another individual he did not recognize who was financial advisor No. 1. Financial advisor No. 1 led the former assistant coach No. 1 in the wrong direction through the hallways and ended up in the hotel room, at which point the former assistant coach No. 1's "alarms start[ed] going off" and he was feeling "nervous and anxious."

The individuals in the FBI surveilled hotel room were the former assistant coach No. 1, the trainer for prospective student-athlete No. 2, the business manager, financial advisor No. 1 and undercover FBI agent No. 1. In addition to not recognizing financial advisor No. 1, the former assistant coach No. 1 also did not recognize undercover FBI agent No. 1.

The former assistant coach No. 1 engaged in a discussion in the hotel room pertaining to the recruitment of prospective student-athlete No. 2. Additional details of the conversation are described herein in Section III and below. When asked about the specific conversation in the room, as quoted from the federal government's complaint, the former assistant coach No. 1 did not recall many of the statements, other than expressly making a statement that "we gotta be very low key." The federal government's complaint suggested that the business manager explained to the group that "the player we're talking about tonight is [prospective student-athlete No. 2] with [Louisville] . . ." The former assistant coach No. 1 acknowledged that the trainer for prospective student-athlete No. 2 mentioned the apparel company during the meeting. However, he questioned the accuracy of some of the statements, describing the trainer for prospective student-athlete No. 2 as ". . . a very arrogant individual" and that he ". . . spoke on a lot of things that he didn't have any real basis or backing on."

The former assistant coach No. 1 saw an envelope on the table that he assumed contained money. The former assistant coach No. 1 left the hotel room before the meeting concluded because he had to catch a red-eye flight. He never saw the envelope get passed and was not otherwise involved in the scheme relative to the money.

The hearing panel received conflicting accounts from the former assistant coach No. 1 and the financial advisor No. 1 of what the former assistant coach No. 1 knew with respect to the scheme. The hearing panel determined and weighed the credibility of the former assistant coach No. 1 and the financial advisor No. 1 to address the conflicting accounts.

According to the financial advisor No. 1, the former assistant coach No. 1 was not just a casual bystander at the meeting in the Las Vegas hotel room, claiming that the former assistant coach No. 1 was "100% down with the idea" following extensive discussions about the situation. The financial advisor No. 1 maintained that the money went to the trainer for prospective student-athlete No. 2 "on behalf of [assistant coach No. 1]" and that the money was for "[former assistant coach No. 1's] recruitment of [prospective student-athlete No. 2]." The trainer for prospective student-athlete No. 2 was "handling the money to the family and [former assistant coach No. 1] was about to get on a plane . . . to Europe and meet with the kid and kind of lock the whole thing down." Financial advisor No. 1 asserted that the former assistant coach No. 1 raised the fact that Louisville and the former head coach No. 1 were dealing with NCAA violations and probation, warning that "we need to be really careful about what we're going to do with this stuff but he was good with the program and us assisting him in what needed to be done . . . ."

The hearing panel did not find the financial advisor No. 1 credible because of inconsistencies in the record. For example, as stated above, when asked about the former assistant coach No. 1, the financial advisor No. 1 suggested that the former assistant coach No. 1 was "100% down with the idea" but in a subsequent interview when asked what he meant by that, the financial advisor No. 1 stated ". . . I don't recall from that conversation what he specifically said that made me say 100% but it was really everything." Then he subsequently stated that ". . . it's not fresh for me." Financial advisor No. 1 failed to accurately recall facts from the meeting in the Las Vegas hotel room, such as suggesting in an interview that he did not remember the apparel company playing a role in paying the trainer for prospective student-athlete No. 2 to steer prospective student-athlete No. 2 to attend Louisville. In fact, the trainer for prospective student-athlete No. 2 stated that he expected the apparel company to fund at least a portion of the future payments to prospective student-athlete No. 2 and/or his family. Further, the financial advisor No. 1 at one point claimed that the former assistant coach No. 1 said that the former head coach No. 1 would be willing to support the scheme, but later acknowledged that statement was actually made by the trainer for prospective student-athlete No. 2.

The hearing panel found the former assistant coach No. 1 credible. He openly discussed his recollection of events, acknowledged his culpability, disclosed additional wrongdoing on his behalf that had not been uncovered, and was apologetic for his shortcomings. He also actually gained nothing from the outcome of his conduct and in fact his future career pursuing his dream of coaching college basketball at the Division I level was shattered as a result of his forthright provision of information in this case. Because of this and the former assistant coach No. 1's actions, the hearing panel determines that he was unaware of the involvement of the apparel company in the recruitment of prospective student-athlete No. 1. His subjective impression was that he did not have constructive knowledge of what was happening. Based on the hearing panel's complete review of information in the case record, the hearing panel finds that a reasonable assistant coach under similar circumstances would not have known the extent of the apparel company's connection to the money or any current recruitment by the apparel company. In fact, the former assistant coach No. 1 stated "[a]t the time, I had no idea what was going on," and when asked if he had any understanding of the apparel company's connection to what was happening in the room, he responded, "[a]bsolutely not."

It may be enough for the former assistant coach No. 1 to guess that the apparel company at some point in the future would be involved in the scheme, but it was not reasonable for him to conclude that the apparel company would be involved in the scheme in that moment in the hotel room. The record did not establish that the apparel company had already been asked to be involved or agreed to do so in that moment.

While the hearing panel finds that the former assistant coach No. 1 knew enough for personal and institutional complicity in the underlying inducements as described in allegation No. 1-(c) below, there is insufficient information in the case record to suggest that this converts the apparel company into a representative of athletics interests for Louisville pursuant to Constitution 6.4.2-(c) and Bylaw 13.02.15-(c).

**(6) Apparel Company Employee No. 1 and Apparel Company Employee No. 2.**

Apparel company employee No. 1 and apparel company employee No. 2 engaged in elaborate and rogue efforts as part of the scheme, which included sham invoices and burner phones all of which were designed to hide their illegal conduct. The efforts of apparel company employee No. 1 and apparel company employee No. 2 in the scheme caused the apparel

company to wire installments pursuant to sham invoices to an organization under apparel company employee No. 2's control. The payments were then funneled to an account controlled by the business manager, who, in turn, was responsible for delivering the cash payments to the father of prospective student-athlete No. 1.

The case record does not establish that, given these efforts to hide payments, Louisville knew or should have known that either apparel company employee No. 1 or apparel company employee No. 2 were involved in the scheme. They actively defrauded Louisville with their self-interested and unlawful scheme. To suggest otherwise would be merely speculative.

Further, as described above, no one at Louisville either asked apparel company employee No. 1 or apparel company employee No. 2 for assistance in recruiting or was aware of active recruiting on its behalf by these individuals related to prospective student-athlete No. 1 or prospective student-athlete No 2.

Therefore, apparel company employee No. 1 and apparel company employee No. 2 were not representatives of Louisville's athletics interests pursuant to Constitution 6.4.2-(c) and Bylaw 13.02.15-(c).

**(7) The Business Manager.**

The hearing panel reviewed the entire case record to determine if it contained credible and sufficient information to find that the business manager was a representative of Louisville's athletics interests. He was not, nor did the Complex Case Unit allege as such. Based on the conversation in the Las Vegas hotel room July 27, 2017, as further described below and in Section III, a reasonable assistant coach in a similarly situated position could only have known that the business manager was acting on behalf of the trainer for prospective student-athlete No. 2 and prospective student-athlete No. 2. Accordingly, to the extent the business manager engaged in recruiting, he was doing so on behalf of the father of prospective student-athlete No. 1, prospective student-athlete No. 2 and the trainer for prospective student-athlete No. 2, not on behalf of Louisville.

For the reasons described above, the hearing panel does not find that the apparel company, apparel company employee No. 1, apparel company employee No. 2 and the business manager triggered status as a representative of athletics interests for Louisville.

**b. Allegation No. 1.**

**(1) Introduction of Allegation No. 1.[4]**

The Complex Case Unit alleged that from May through September 2017, the apparel company, a representative of the institution's athletics interests, through its employees apparel company employee No. 1, then director of global sports marketing for basketball, and apparel company employee No. 2, then consultant, made a $100,000 impermissible recruiting offer and arranged for the provision of a $25,000 extra benefit to the father of prospective student-athlete No. 1, father of then men's basketball prospective and enrolled student-athlete prospective student-athlete No. 1. Additionally, former assistant coach No. 1, then assistant men's basketball coach, was knowingly involved in the provision of and provided between $11,800 and $13,500 in impermissible recruiting inducements to trainer for prospective student-athlete No. 2, then nonscholastic boys basketball coach/trainer and individual associated with then men's basketball prospective student-athlete prospective student-athlete No. 2. Former associate head coach, then associate head men's basketball coach, knowingly provided a $1,300 extra benefit to the father of prospective student-athlete No. 1. Further, former assistant coach No. 1's and former associate head coach's actions violated the NCAA principles of ethical conduct.

**(2) Allegation No. 1-(a). [Bylaws 13.2.1 and 13.2.1.1-(e) (2016-17 NCAA Division I Manual)] [Asserted Against Louisville].**

The Complex Case Unit alleged that between May 18 and June 1, 2017, apparel company employee No. 2 and apparel company employee No. 1 impermissibly offered through the business manager, an associate of prospective student-athlete No. 1 and his family, $100,000 in cash to the father of prospective student-athlete No. 1 in exchange for prospective student-athlete No. 1 to enroll at Louisville as a men's basketball student-athlete.

The Complex Case Unit and Louisville agreed on the underlying facts, but Louisville disputed that a violation occurred.

[4] In the Analysis Section, the language in the "Introduction of Allegation No. _" sections is as it appears in the amended notice of allegations.

**(a) NCAA Legislation Relating to Offers and Inducements.**

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

**(b) The Apparel Company was not a Representative of Athletics Interests for Louisville.**

The hearing panel concludes that there was no violation of Bylaw 13.2.1.1 or Bylaw 13.2.1.1-(e) as alleged in allegation No. 1-(a). The underlying bylaw requires action by the institution, a staff member or a representative of athletics interests. For the reasons described above, the hearing panel finds that these individuals were not representatives of athletics interests. Accordingly, the hearing panel finds that these actions, which are factually supported, do not constitute a violation for Louisville or the asserted individuals.

**(3) Allegation No. 1-(b). [Bylaw 16.11.2.1 (2016-17 Manual and 2017-18 NCAA Division I Manual)] [Asserted Against Louisville].**

The Complex Case Unit alleged that between July 7 and August 1, 2017, apparel company employee No. 2 and apparel company employee No. 1, with the assistance of the business manager, arranged for the provision of an extra benefit in the form of a $25,000 cash payment to the father of prospective student-athlete No. 1 following prospective student-athlete No. 1's enrollment at Louisville.

The Complex Case Unit and Louisville agreed on the underlying facts but disputed that a violation occurred with respect to allegation No. 1-(b).

**(a) NCAA Legislation Relating to Extra Benefits.**

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

**(b) The Apparel Company was not a Representative of Athletics Interests for Louisville.**

The hearing panel concludes that there was no violation of Bylaw 16.11.2.1 as alleged in allegation No. 1-(b). The underlying bylaw requires action by the institution, a staff member or a representative of athletics interests. For the reasons described above, the hearing panel finds that these individuals were not representatives of

athletics interests. Accordingly, the hearing panel finds that these actions, which are factually supported, do not constitute a violation for Louisville or the asserted individuals.

**(4) Allegation No. 1-(c). [Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.1, 13.2.1.1-(e) and 13.8.2 (2016-17 Manual)] [Asserted Against the Former Assistant Coach No. 1 and Louisville].**

The Complex Case Unit alleged that on or about July 27, 2017, the former assistant coach No. 1 violated the NCAA principles of ethical conduct when he was knowingly involved in the provision of an impermissible inducement in the form of between $11,000 and $12,700 in cash to the trainer for prospective student-athlete No. 2 with the intent to influence prospective student-athlete No. 2's enrollment at Louisville.

Louisville agreed that the former assistant coach No. 1 engaged in unethical conduct, and violated Bylaws 10.01.1 and 10.1, by failing to report a meeting at which several conspirators discussed their scheme to direct payments toward prospective student-athlete No. 2. However, Louisville contended that the former assistant coach No. 1 did not violate Bylaws 10.1-(b), 13.2.1, 13.2.1.1-(e), or 13.8.2 because the information in the case record establishes that he lacked advance knowledge of the conspiracy, he did not agree to join the conspiracy or participate in planning this scheme during the meeting itself, he did not take any actions to further the conspiracy following the meeting, and no illicit payment or inducements were ever offered to prospective student-athlete No. 2 or the mother of prospective student-athlete No. 2. The former assistant coach No. 1 contended that he was not knowingly involved in the scheme, and that the business manager and trainer for prospective student-athlete No. 2 were the only ones involved who were indicted for federal criminal charges.

**(a) NCAA Legislation Relating to Unethical Conduct; Impermissible Offers and Inducements; Honesty and Sportsmanship; Entertainment, Reimbursement and Employment of High School/College Preparatory School/Two-Year College Coaches and Other Individuals Associated With Prospective Student-Athletes.**

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

**(b) The Former Assistant Coach No. 1's Unethical Conduct and Involvement in Providing a Recruiting Inducement.**

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. 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 his or her 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. Bylaw 10.1-(b) prohibits knowing involvement in offering or providing a prospective student-athlete or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid.

For reasons described above, no information in the case record demonstrates that the money was ever paid as alleged. Based on the transcript of the conversation documented in the federal government's complaint, everyone in the Las Vegas hotel room, including the former assistant coach No. 1, understood that the money in the envelope was intended to go to the trainer for prospective student-athlete No. 2 and ultimately to the family of prospective student-athlete No. 2.

The business manager explained to the individuals in the hotel room a plan to funnel money to the family of prospective student-athlete No. 2 and that prospective student-athlete No. 2 would "come back to us," referring to himself and the business he was forming with the help of financial advisor No. 2, and the undercover FBI agent No. 1. The business manager indicated that they would have to be particularly careful with how they passed money to prospective student-athlete No. 2 and his family because Louisville was already on NCAA probation. In response, the former assistant coach No. 1 stated "we gotta be very low key." The business manager added, "[t]he biggest thing is just making sure that every month [the trainer for prospective student-athlete No. 2] gets what he needs" in order to funnel the payments to prospective student-athlete No. 2 and his family. The trainer for prospective student-athlete No. 2 noted that the apparel company would be supportive of their recruitment

efforts and confirmed that "all of my kids will be [apparel company] kids." The business manager concluded that the plan "works on every angle. We have [apparel company No. 2] at [apparel company], we have [the trainer for prospective student-athlete No. 2] out with the kid, and we have [Louisville]."

The trainer for prospective student-athlete No. 2 suggested that the "easiest way" to facilitate the payments each month without them being detected would be to send the money to the trainer for prospective student-athlete No. 2's "non-profit for the grassroots team," although the trainer for prospective student-athlete No. 2 confirmed that he also would accept cash. The business manager explained that money "will take care of July, or August." The undercover FBI agent No. 1 suggested to the former assistant coach No. 1 that the payment would "mak[e] [Louisville] and your program happy in the sense that the kid is . . . going to [Louisville], and after [Louisville], he's gonna come back to us."

The trainer for prospective student-athlete No. 2 stated that he expected the apparel company to fund at least a portion of the future payments to prospective student-athlete No. 2 and/or his family because of the influence that former head coach No. 1 had at the apparel company, adding that "all [former head coach No. 1 has to do] is pick up the phone and call somebody, [and say] these are my guys, they're taking care of us." The business manager, undercover FBI agent No. 1 and former assistant coach No. 1 then discussed ensuring that prospective student-athlete No. 2 ultimately signed with the business manager upon entering the NBA, and the former assistant coach No. 1 explained that "[the former head coach No. 1] is not a guy to have his own agent already set up" so that it would fall upon the former head coach No. 1 and another assistant coach at Louisville to steer student-athletes to certain advisors. With respect to prospective student-athlete No. 2, the trainer for prospective student-athlete No. 2 noted that "on my end, when I send my kids to college, before I send them, I'm having that conversation" and "with [prospective student-athlete No. 2], this is done." Shortly thereafter, the former assistant coach No. 1 left the room before the meeting concluded.

Whether the money was ultimately paid is irrelevant to the finding of a violation of Bylaw 13.2.1 because it does not require proof that the trainer for prospective student-athlete No. 2 and/or the family actually received money. The only requirement is that the former

assistant coach No. 1 made an "arrangement" to provide such improper benefits. Based on the information associated with the Las Vegas meeting and its aftermath, the hearing panel determines that the former assistant coach No. 1 was involved in the arrangement, and he failed to report the incident contrary to Bylaw 13.2.1 and the principles of ethical conduct of Bylaw 10.1-(b).

Although the former assistant coach No. 1 lacked advance knowledge of what would subsequently transpire in the hotel room, his indirect involvement in making the arrangement is enough to find a violation. The former assistant coach No. 1 was in the room for the meeting, understood the base parameters of a benefit passing to the family of prospective student-athlete No. 2 and acted in a manner during the meeting that indicated to all in the room that he was on board with the arrangement as outlined to provide the benefit and its connection to Louisville. While merely entering the room accompanied by silence or inaction during the meeting may not have been enough to constitute meaningful implication for purposes of the arrangement, especially if there were post-meeting actions to appropriately report the scheme, that was not what occurred. Here, the former assistant coach No. 1 stated in the hotel room that "we gotta be very low key," stayed in the room after hearing during the conversation the connection to prospective student-athlete No. 2, failed to report the meeting to anyone at Louisville and continued to recruit prospective student-athlete No. 2. Although the former assistant coach No. 1 was only in the room for a relatively short period of time, this combination of actions not only signaled that the former assistant coach No. 1 was on board with the arrangement but allowed the arrangement to continue unimpeded. His subsequent actions and inactions following the meeting countered any potential doubt that he and Louisville were not on board.

In summary, the former assistant coach No. 1 knew, or should have known, that a payment in violation of NCAA bylaws was being arranged and that he was indirectly involved in facilitating such a plan by his conduct in remaining at the meeting and in his limited interactions during the meeting. A reasonable assistant coach in that hotel room should have known that the trainer for prospective student-athlete No. 2 was going to give the money to prospective student-athlete No. 2 and his family to facilitate his recruitment to Louisville. The hearing panel determines that the conspirators brought the former assistant coach No. 1 into the Las Vegas hotel room precisely to demonstrate his connection to Louisville. Once

he was in the room, if he did not extract himself immediately, voice disassociation with the actions being discussed, and/or take immediate action to thwart the arrangement (i.e., immediately report the meeting to institutional compliance staff) then it was a violation. He was involved in the arrangement of a recruiting inducement intended to secure the enrollment of a prospective student-athlete, knew of third-party involvement in a recruiting violation, and failed in his duty to report violations of NCAA legislation. This was an intentional violation that demonstrated a reckless indifference to Bylaws 13.2.1 and 10.1-(b).

Accordingly, the hearing panel finds that the facts alleged in allegation No. 1-(c) constitute a violation. Pursuant to Bylaws 19.1.1-(d), -(g) and -(h), the hearing panel classifies the violation of Bylaws 10.1, 10.1-(b), 13.2.1, and 13.2.1.1-(e) as Level I with respect to allegation No. 1-(c). The violation seriously undermines or threatens the integrity of the NCAA Collegiate Model by providing or intending to provide a substantial recruiting advantage. The hearing panel notes that Bylaw 13.8.2, which is not as explicitly delineated in relation to direct or indirect involvement in the arrangement as Bylaw 13.2.1.1, and would suggest greater direct participation, was not clearly supported by the information in the record before the hearing panel.

**(5) Allegation No. 1-(d). [Bylaws 10.01.1, 10.1, 10.1-(b) and 16.11.2.1 (2017-18 Manual) [Asserted Against the Former Associate Head Coach and Louisville].**

The Complex Case Unit alleged that on or about August 23, 2017, the former associate head coach violated the NCAA principles of ethical conduct when he knowingly provided an extra benefit in the form of a $1,300 cash payment to the father of prospective student-athlete No. 1.

Louisville disagreed that the former associate head coach made a $1,300 payment to the father of prospective student-athlete No. 1. Louisville contended that the former associate head coach gave a detailed account in which he denied making such a payment. Further, although the father of prospective student-athlete No. 1 at one point stated that he received such a payment from the former associate head coach, Louisville contended that account is less credible than the former associate head coach's account when considered in light of its lack of detail, its internal inconsistencies, the fact that it conflicts with the father of prospective student-athlete No. 1's prior statements, and the absence of any corroboration. The former

associate head coach contended that credible and persuasive information does not support the allegation, describing the father of prospective student-athlete No.1 as a "fugitive from the truth."

**(a) NCAA Legislation Relating to Unethical Conduct and Extra Benefits.**

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

**(b) The Record Does Not Establish a Sufficient Basis or Credible Information to Conclude that the Former Associate Head Coach Provided a $1,300 Cash Payment to the Father of Prospective Student-Athlete No. 1.**

The former associate head coach denied paying $1,300 to the father of prospective student-athlete No. 1. On August 23, 2017, the father of prospective student-athlete No. 1 sent a text message to the former associate head coach, asking "Hey [former associate head coach] how's it going want to get together to square up?" The former associate head coach responded, "Ok. Call you later on." The father of prospective student-athlete No. 1 then sent a text message to the former associate head coach that "[Prospective student-athlete No. 1] is still waiting for the nutritionist to get him right," to which the former associate head coach responded with the contact information for a health nutritionist and instructed the father of prospective student-athlete No. 1 to "[t]ell her what you are looking for."

The former associate head coach and the father of prospective student-athlete No. 1 met later that day to "square up" about what the former associate head coach described as prospective student-athlete No. 1's strength and nutrition. When asked at the SDNY trial what he meant by "square up," the father of prospective student-athlete No. 1 said he was referring to "[m]oney of course."

The father of prospective student-athlete No. 1 originally denied that the former associate head coach gave him money in an FBI interview, but subsequently gave conflicting testimony at the SDNY trial about the alleged payment and confirmed that he was untruthful with the FBI. When asked by the prosecutor at the SDNY trial if there came a point when the father of prospective student-athlete No. 1 received a payment from the former associate head coach, he

responded "yes" and that the former associate head coach made him a payment of $1,300 "[i]n the summertime sometime. Maybe July. End of June maybe." Banking information does not corroborate the father of prospective student-athlete No. 1's recollection. The record shows a $1,100 withdrawal August 24, 2017.

The hearing panel does not find the father of prospective student-athlete No. 1 credible based on the conflicting accounts and uncertainties in his representations described above. As the hearing panel weighed the credibility of the father of prospective student-athlete No. 1 and the former associate head coach, the hearing panel found the former associate head coach more credible in this instance based on the consistency of the information he provided subject to NCAA sanction. The father of prospective-student-athlete No. 1 gave several conflicting statements to the NCAA and the federal government. Therefore, the hearing panel gave minimal weight to his statements despite him testifying at the SDNY trial under oath and subject to the penalty of perjury.

The hearing panel reviewed the entire record and determined that while no isolated fact was dispositive, the inconsistencies in the record relative to the date and amount of the alleged payment combined with the general inconsistencies from the father of prospective student-athlete No. 1, when considered in the aggregate, are insufficient to conclude and support a violation. Accordingly, the hearing panel finds that the facts as alleged in allegation No. 1-(d) do not constitute a violation.

**(6) Allegation No. 1-(e). [Bylaws 13.2.1, 13.2.1.1-(e) and 13.8.2 (2017-18 Manual)] [Asserted Against the Former Assistant Coach No. 1, the Former Associate Head Coach and Louisville].**

The Complex Case Unit alleged that between September 15 and 26, 2017, the former assistant coach No. 1, through the former associate head coach, provided an impermissible inducement in the form of $800 in cash to the trainer for prospective student-athlete No. 2 as reimbursement for costs associated with prospective student-athlete No. 2's September 2017 unofficial visit to Louisville.

Louisville disagreed that the former assistant coach No. 1, through the former associate head coach, provided $800 to the trainer for prospective student-athlete No. 2 as reimbursement for costs associated with prospective student-athlete No. 2's unofficial visit to Louisville. Louisville

contended there is no credible information in the case record that the former assistant coach No. 1 intended his payment to the former associate head coach to be directed to the trainer for prospective student-athlete No. 2, or that the former associate head coach actually gave the trainer for prospective student-athlete No. 2 that money. The former assistant coach No. 1 acknowledged and detailed in his interview that he withdrew cash from his checking account and gave it to the former associate head coach knowing that it would be used to reimburse partial costs of an unofficial visit. He contended that other statements and his bank records show this was the only time he ever withdrew any sizable money. The former associate head coach contended that, in his opinion, he was viewed as an easy target because he was a senior member of the staff at the time.

**(a) NCAA Legislation Relating to Offers and Inducements and Entertainment, Reimbursement and Employment of High School/College-Preparatory School/Two-Year College Coaches and Other Individuals Associated With Prospective Student-Athletes.**

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

**(b) The Record Does Not Establish a Sufficient Basis or Credible Information to Conclude that the Former Associate Head Coach Provided $800 in Cash to the Trainer for Prospective Student-Athlete No. 2.**

The hearing panel received conflicting accounts regarding the circumstances and facts underlying allegation No. 1-(e). The hearing panel found both the former associate head coach and the former assistant coach No. 1 credible in this instance. The information in the case record was insufficient to break the credibility tie, so the hearing panel reviewed the facts and weighed them accordingly.

The former assistant coach No. 1, as the possessor of the $800, contended that he gave the money to the former associate head coach and that he understood the former associate head coach would provide the money to the trainer for prospective student-athlete No. 2 as reimbursement for costs associated with prospective student-athlete No. 2's unofficial visit to Louisville. The former associate head coach denied that he ever asked the former assistant coach No. 1 to front him money at any point, to take money out of the bank for

him, or to use funds out of his own pocket to reimburse a campus visitor's expenses, especially in a situation for which he was not the primary recruiter.

According to the former assistant coach No. 1, the former associate head coach and the trainer for prospective student-athlete No. 2 confirmed the exchange and use of the money after the fact. However, the former assistant coach No. 1's contention is not corroborated by sufficient factual information in the case record. More would have been needed for the hearing panel to conclude that the former assistant coach No. 1 gave the money to the former associate head coach for the purposes as alleged. Accordingly, the hearing panel finds that the facts as alleged in allegation No. 1-(e) do not constitute a violation.

**c. Allegation No. 2.**

**(1) Introduction of Allegation No. 2.**

The Complex Case Unit alleged that from July 2016 through September 2017, the former associate head coach, then associate head men's basketball coach, and the former assistant coach No. 1, then assistant men's basketball coach, participated in impermissible recruiting activities related to a then men's basketball prospective student-athlete and individuals associated with men's basketball prospective student-athletes.

**(2) Allegation No. 2-(a). [Bylaw 13.02.5.2 (2015-16 NCAA Division I Manual)] [Asserted Against the Former Associate Head Coach and Louisville].**

The Complex Case Unit alleged that between July 19 and 25, 2016, during an evaluation period at an NCAA certified event in Las Vegas, the former associate head coach had impermissible in-person off-campus recruiting contact with then men's basketball prospective student-athlete prospective student-athlete No. 1.

Louisville agreed that between July 19 and 25, 2016, the former associate head coach had impermissible in-person off-campus recruiting contact with prospective student-athlete No. 1. The former associate head coach contended that his brief, unplanned introduction to prospective student-athlete No. 1 did not constitute a recruiting contact under Bylaw 13.02.5.2.

**(a) NCAA Legislation Relating to Evaluation Periods.**

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

**(b) The Record Corroborates that the Former Associate Head Coach had Impermissible In-person Off-campus Recruiting Contact with Prospective Student-Athlete No. 1.**

The former associate head coach had impermissible in-person off-campus recruiting contact with prospective student-athlete No. 1 as alleged by the Complex Case Unit. The parties did not dispute that an exchange occurred, but they disagreed on the content of the conversation. Louisville self-reported the violation as a Level III violation. However, the former associate head coach disputed that the exchange rose to the level of a violation of Bylaw 13.02.5.2, contending it was merely an unplanned, introductory meeting in which he exchanged introductory greetings with prospective student-athlete No. 1.

Text messages confirm that this discussion involved more than an exchange of introductory greetings. The mother of prospective student-athlete No. 1 sent a text message to the business manager, ". . . [the associate head coach] stopped [prospective student-athlete No. 1] in Vegas at the Belagio where we were staying for a good while and was trying to get him then . . ." On that same day, the former associate head coach sent a text message to prospective student-athlete No. 1, "I told you way back in Vegas that the Ville was the place man." Additionally, during the hearing, the associate head coach noted that while the encounter was not five to 10 minutes as described by prospective student-athlete No. 1, the former associate head coach would have engaged sufficiently so as to not create an impression of being dismissive or disinterested, which corroborates the hearing panel's determination that more than a greeting occurred resulting in a violation.

Accordingly, the hearing panel finds the facts as alleged in allegation No. 2-(a) constitute a violation. Pursuant to Bylaw 19.1.3-(b), this violation is Level III. It was isolated or limited in nature and provided no more than a minimal competitive or other advantage.

**(3) Allegation No. 2-(b). [Bylaw 13.1.6.2.1-(b) (2016-17 Manual)] [Asserted Against the Former Associate Head Coach and Louisville].**

The Complex Case Unit alleged that between April 28 and 29, 2017, the former associate head coach had impermissible contact and/or communication with individuals associated with a nonscholastic basketball team, a nonscholastic boys basketball team comprised of men's basketball prospective student-athletes, while the nonscholastic basketball team was participating in a three-day NCAA certified nonscholastic boys basketball event (event) in the Indianapolis area. Before the commencement of the event, the former associate head coach contacted and invited an administrator of the nonscholastic basketball team to a social function (function) hosted by the former associate head coach's friend in the locale of the event. Following the first day of the event, the former associate head coach interacted and communicated with the nonscholastic basketball team's administrator and coaches at the function.

Louisville disagreed that the former associate head coach had impermissible contact and/or communication with individuals associated with a nonscholastic boys basketball team at a nonscholastic boys basketball event. The former associate head coach contended that his exchange of greetings with the AAU administrator in April 2017 does not fall within the prohibition of communication with an individual associated with a prospective-student athlete.

**(a) NCAA Legislation Relating to Contact Restrictions.**

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

**(b) The Record Does Not Establish a Sufficient Basis or Credible Information to Conclude that the Former Associate Head Coach had Impermissible Contact and/or Communication with Individuals Associated with a Nonscholastic Basketball Team.**

The alleged conduct does not meet the standard under Bylaw 13.1.6.2.1-(b) in effect at the time of the allegation. Bylaw 13.1.6.2.1-(b) imposed additional restrictions in men's basketball, prohibiting 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, during the time period in which the prospective student-athlete is participating in a certified event.

Bylaw 13.1.6.2.1-(b) permitted communication with a prospective student-athlete's relatives or legal guardians during the time period in which the prospective student-athlete is participating in a certified event.

The hearing panel does not dispute that if the AAU administrator had been a coach at the time of the allegation, then the former associate head coach would have violated Bylaw 13.1.6.2.1-(b) based on the interaction that occurred. During NCAA certified nonscholastic basketball events, coaches of nonscholastic teams and prospective student-athletes are off limits from recruiting during that period of time pursuant to Bylaw 13.1.6.2.1-(b) in effect at the time of the allegation. However, the hearing panel determines that the weight of the information does not support that the AAU administrator was one of the AAU team coaches at the time of the interaction. Instead, he was an administrator whose responsibilities only included promotions and marketing for the team at the time.

Similarly, there is insufficient information to support that the AAU administrator was an IAWP participating in the tournament at the time of the interaction. Pursuant to Bylaw 13.02.18 in effect at the time of the conduct, in men's basketball, an IAWP was any person who maintained (or directed others to maintain) contact with the prospective student-athlete, the prospective student-athlete's relatives or legal guardians, or coaches at any point during the prospective student-athlete's participation in basketball, and whose contact was directly or indirectly related to either the prospective student-athlete's athletics skills and abilities or the prospective student-athlete's recruitment by or enrollment in an NCAA institution. The NCAA Division I membership amended this bylaw to provide additional clarifications, including two clarifications specifically applicable to this analysis, namely: (1) IAWP status is prospective student-athlete specific and is not merely determined based on a class of individuals (e.g., high school coach, nonscholastic coach); and (2) an individual who meets the definition of an IAWP retains such status throughout the involved prospective student-athlete's recruitment and enrollment at any secondary and/or NCAA institution. While the second clarification may provide an avenue to establish IAWP status for specific prospective student-athletes based on past interactions, the Complex Case Unit did not provide the hearing panel with anything more than sweeping generalities that the AAU administrator, if not a current coach, was still an IAWP with the entire team. The hearing panel finds the case

record does not support a conclusion that the AAU administrator was an IAWP for any specific prospective student-athlete engaging in the tournament that would make the interaction subject to the prohibitions of Bylaw 13.02.18.

Accordingly, the hearing panel finds the facts as alleged in allegation No. 2-(b) do not constitute a violation.

**(4) Allegation No. 2-(c). [Bylaw 13.5.3 (2016-17 through 2017-18 Manuals)] [Asserted Against the Former Assistant Coach No. 1, the Former Associate Head Coach and Louisville].**

The Complex Case Unit alleged that during May and September 2017, the former associate head coach and/or former assistant coach No. 1 provided the business manager, an associate of prospective student-athlete No. 1 and his family, and the trainer for prospective student-athlete No. 2, then nonscholastic boys basketball coach/trainer and individual associated with then men's basketball prospective student-athlete prospective student-athlete No. 2, impermissible transportation while the trainer for prospective student-athlete No. 2 and the business manager were in the Louisville, Kentucky area to accompany prospective student-athlete No. 1 and prospective student-athlete No. 2, respectively, on their unofficial visits to the institution. Specifically: (1) between May 28 and 30, 2017, the former associate head coach transported the business manager from the Louisville airport to his hotel, and the former assistant coach No. 1 transported the business manager from his hotel to the institution for a total distance of approximately 9 miles, and (2) between September 15 and 17, 2017, the former assistant coach No. 1 provided the trainer for prospective student-athlete No. 2 roundtrip transportation between his hotel and a bar, approximately 15 miles.

The parties did not dispute the underlying facts relative to allegation No. 2-(c). Louisville acknowledged that the violations occurred but disagreed that they should be classified as Level II. The former associate head coach and former assistant coach No. 1 disputed that this was a violation.

**(a) NCAA Legislation Relating to Transportation on Unofficial Visits.**

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

**(b) The Transportation Provided to Individuals Accompanying Prospective Student-Athletes on an Unofficial Visit Exceeded Permissible Transportation.**

In February 2020, Louisville filed a request for an interpretation from the NCAA through the enforcement staff. The underlying factual basis for the interpretation request provided that during an unofficial visit, an assistant men's basketball coach provided transportation between the local airport and a hotel to a friend of the former associate head coach who accompanied the prospective student-athlete and the prospective student-athlete's family on the visit. The prospective student-athlete and his family were not provided the transportation. The NCAA interpretation confirmed that such transportation would not be permissible.

The fact that a violation occurred under the agreed upon facts is clear. Bylaw 13.5.3 and its interpretations, specifically the May 23, 2011, staff confirmation, established the limits on permissible transportation that an institution may provide to individuals accompanying a prospective student-athlete during an unofficial visit. The only permissible transportation is to view off-campus practice and competition sites in the prospective student-athlete's sport and other institutional facilities. The transportation provided here was not of the limited scope permitted.

Accordingly, the hearing panel finds the facts as alleged in allegation No. 2-(c) constitute a violation. The hearing panel finds pursuant to Bylaw 19.1.3-(b) that these violations are Level III. It was isolated or limited in nature and provided no more than a minimal recruiting advantage.

**d. Allegation No. 3**

**(1) Introduction of Allegation No. 3.**

The Complex Case Unit alleged that from May through August 2017, former head coach No. 1, then head men's basketball coach, violated head coach responsibility legislation when he failed to promote an atmosphere of compliance within the men's basketball program. Specifically, the apparel company, a representative of the institution's athletics interest, and its employee, apparel company employee No. 1, then director of global sports marketing for basketball, informed the former head coach No. 1 that he would assist in the recruitment of then men's basketball prospective

student-athlete prospective student-athlete No. 1 by promoting the men's basketball program to prospective student-athlete No. 1's family/friend. Despite prospective student-athlete No. 1's belated interest in Louisville, the former head coach No. 1's knowledge of another institution's alleged cash offer for prospective student-athlete No. 1's commitment and apparel company employee No. 1 possessing inside knowledge of the institution's interest in and recruitment of prospective student-athlete No. 1, the former head coach No. 1 failed to conduct any additional inquiry as to apparel company employee No. 1's type or level of assistance, which included a $100,000 impermissible offer and $25,000 extra benefit, as detailed in allegation No. 1, and did not report apparel company employee No. 1's offer of assistance to Louisville's athletics compliance staff. **[Bylaw 11.1.1.1 (2016-17 Manual)] [Asserted Against the Former Head Coach No. 1].**

Louisville and the former head coach No. 1 disagreed that the former head coach No. 1 failed to promote an atmosphere of compliance. Louisville and the former head coach No. 1 argued that at the time apparel company employee No. 1 called former head coach No. 1, the former head coach No. 1 understood that prospective student-athlete No. 1 already intended to commit to Louisville and did not put much stock into the apparel company employee No. 1's telephone call. The former head coach No. 1 also contended there is no information that he acted contrary to Louisville's compliance expectations. He submitted that he expressed his expectations of his staff multiple times and clearly promoted an atmosphere of compliance and expected compliance with all applicable rules.

**(2) NCAA Legislation Relating to Head Coach Responsibilities.**

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

**(3) The Former Head Coach No. 1 Did Not Violate Head Coach Responsibility or Fail to Promote an Atmosphere of Compliance.**

While allegation No. 3 alleges a failure to promote an atmosphere of compliance, it also identifies a number of red flags related to the former head coach No. 1. The hearing panel has not found an underlying violation for allegation No. 3, so no further elaboration is required. However, even if only necessary to provide a full analysis for future similar circumstances, the hearing panel determines that the head coach No. 1 did promote an atmosphere of compliance during the alleged time period and rebutted any presumption to the contrary as described below.

Bylaw 11.1.1.1 provides that "[a]n 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."

Further, Bylaw 11.1.1.1 imposes upon a head coach the obligation to actively look for red flags of potential violations. Head coaches are obliged to promote a culture of compliance among the entire team, including assistant coaches, staff and student-athletes, and to monitor individuals in the program he or she supervises. Before the NCAA adopted Bylaw 11.1.1.1, head coaches involved in infractions cases often claimed innocence when their direct or indirect reports were involved in serious violations. They argued that they had entrusted these responsibilities to their direct or indirect reports.

The adoption of Bylaw 11.1.1.1 established that a head coach would be presumed to have knowledge of, and responsibility for, the actions of those staff members whom he or she directly or indirectly supervised. Subsequently, the NCAA modified the bylaw to shift from the presumption of knowledge to a presumption of responsibility. A head coach now is presumed to be responsible for the actions of his or her staff that result in a violation. To rebut the presumption of responsibility, a head coach must prove to the hearing panel that he or she has done all that is necessary to monitor his or her direct or indirect reports, and to create an atmosphere of compliance in his or her program. To fulfill his or her responsibilities, a head coach must ask probing questions and monitor staff activities.

There are several important reminders as it relates to allegation No. 3. The FBI never tied the former head coach No. 1 to the underlying scheme, despite several individuals being indicted and convicted of some of the facts underlying allegation Nos. 1-(a) and 1-(b) who could have provided direct information to such ties. Rather the SDNY-related investigatory evidence included in the record speaks to the contrary and specific actions by those individuals to prevent him from becoming aware.

Further, the Complex Case Unit did not allege a Level I violation against the former head coach No. 1, nor did they allege that he participated in the arrangement to make any payments to prospective student-athletes' families. In fact, the former head coach No. 1 was not named in either allegation No. 1 or allegation No. 2 whatsoever. Instead, the Complex Case Unit alleged a Level II violation of the head coach responsibility.

In this case, the Complex Case Unit narrowed the allegations even further, conceding there was not a failure by the former head coach No. 1 to monitor the activities of his institutional staff members, and thus the only matter before the hearing panel was whether the former head coach No. 1 failed to promote an atmosphere of compliance within the program. The former head coach No. 1 argued that he promoted an atmosphere of compliance within the program, primarily arguing the extensive efforts he undertook to promote compliance and asserting further that no red flags alerted him to any potential or actual improprieties in any prospective student-athlete's recruitment.

The original notice of allegations alleged that during a six-day window, from May 27 to June 2, 2017, two minor unconnected events demonstrated red flags that were ignored by the former head coach No. 1. The Complex Case Unit revised allegation No. 3 in the amended notice of allegations to cover the entire May through August 2017 time period. However, the factual allegations between the original notice of allegations and the amended notice of allegations were indistinguishable, specifically that: (1) apparel company employee No. 1 informed the former head coach No. 1 that he would assist in the recruitment of prospective student-athlete No. 1 by promoting the men's basketball program to his family/friend; and (2) despite prospective student-athlete No. 1's belated interest in the institution, combined with a rumor of another institution's alleged cash offer for the commitment, that the former head coach No. 1 failed to conduct adequate additional inquiry.

Red flags were not in plain sight for the former head coach No. 1. Notably, the federal indictment repeatedly characterized Louisville, and by association the former head coach No. 1, as a victim of a scheme in which the co-conspirators were cautious to avoid discovery and carefully distanced Louisville from what was occurring. Furthermore, even assuming, arguendo, that a coach fails to see one red flag, such failure does not impute the coach for other red flags that would have been discovered as a result of another red flag. Red flags cannot always be viewed in the aggregate and should be analyzed in context with the specific facts for which they are attributable to.

The first alleged red flag was that apparel company employee No. 1 informed the former head coach No. 1 that he would assist in the recruitment of prospective student-athlete No. 1, the entirety of the factual underpinnings relied upon the following exchange. Apparel company employee No. 1 said he knew some of prospective student-athlete No. 1's

relatives and that he would "put a good word in for you" to which the former head coach No. 1 responded "Sure, yeah." The hearing panel finds this exchange unpersuasive. The former head coach No. 1:

- Never requested that apparel company employee No. 1 assist in the recruitment of prospective student-athlete No. 1.

- Apparel company employee No. 1 did not inform the former head coach No. 1 that he would assist in the recruitment of prospective student-athlete No. 1. And,

- There is no reason to suggest that former head coach No. 1 had any reasonable basis to believe that this brief exchange was a red flag.

The second alleged red flag was that prospective student-athlete No. 1 had late interest in the program and unsubstantiated rumors that another program had made an illegal financial offer for prospective student-athlete No. 1 were likewise unpersuasive to the hearing panel. Multiple members of Louisville's staff, including the associate director of athletics compliance, the senior associate director of athletics for compliance and the former associate head coach explained that it was not unheard of for top prospects to express interest late in the season. Indeed, four of the top 10 high school recruits in the freshman class of 2020 were not committed to an institution by April 1, 2020. Further, prospective student-athlete No. 1 in fact had a legitimate reason for his late expression of interest because several of the schools he wished to attend included student-athletes who played his position, and prospective student-athlete No. 1 did not learn until May 2017 that those student-athletes would remain enrolled for another year. In contrast, the student-athletes at Louisville who played prospective student-athlete No. 1's position decided to leave early for the NBA. It would not be remarkable for a highly ranked prospective student-athlete such as that of prospective student-athlete No. 1 to have interest in participating in men's basketball at a program such as Louisville. The hearing panel finds that this was not a red flag for the former head coach No. 1 specifically because the former head coach No. 1 inquired and received adequate explanation as to the late recruitment consistent with the above.

Further, the Complex Case Unit presented additional red flags in its written reply and at the hearing. The former head coach No. 1 argued that these additional red flags should be excluded from the hearing on the grounds that they were not identified in the amended notice of allegations. Bylaw 19.11.5 provides, in part:

> the institution and/or involved individuals, if applicable, shall be given notice of the alleged violation(s), the details of the alleged violation(s), the possible level of each alleged violation, the processing level of the case, the available hearing procedures and the opportunity to answer the allegations. The notice of allegations shall also identify the factual information and aggravating and/or mitigating factors on which the Complex Case Unit may rely in presenting the case.

The hearing panel had due process concerns about the lack of specificity of the factual information that the Complex Case Unit relied upon in the amended notice of allegations relative to these additional red flags as it prejudiced and inhibited the former head coach No. 1's ability to prepare for the hearing, not knowing that the Complex Case Unit intended to raise discrete factual claims from years earlier.

Notwithstanding serious due process concerns, the hearing panel did consider all alleged red flags raised, and finds these additional red flags to also be void of any value or merit. These are briefly discussed as follows:

(a) The Complex Case Unit indicated that Louisville had failed to list a third-party aspiring sports agent, the business manager's presence on campus during an unofficial visit by prospective student-athlete No. 1. The Louisville basketball staff is required to disclose the individuals who attended the visit to compliance but failed to timely disclose the attendance of the business manager through the submission of a post-visit form. Louisville updated the attendee list subsequent to the indictment upon learning of the administrative omission.[5] The hearing panel declines to conflate what amounts to a technical violation with what the former head coach No. 1 should know. Failure to promote an atmosphere of compliance should be more than mere technical violations of paperwork.

(b) The Complex Case Unit indicated that had anyone "Googled" the business manager's name, they would have seen a May 4, 2017, ESPN news story that the NBA Players' Association had alleged that the business manager had used the credit card of an unnamed player to charge $42,000 in Uber rides between 2015 and 2016. The

[5] Based on Louisville's original understanding that only prospective student-athlete No. 1's family members would accompany him on the visit, the post-visit form originally excluded from the attendee list the business manager as an individual accompanying prospective student-athlete No. 1 on the visit. This form was not timely updated in the same manner as the original agenda.

article, however, does not alter the individual's additional status as a known AAU coach associated with prospective student-athletes nor does it suggest involvement in agent activities for anyone other than individuals post college even if those activities were assumed to be ongoing.

**(c)** The Complex Case Unit indicated that at some point in the summer of 2017, the former head coach No. 1 became aware that prospective student-athlete No. 1's family had relocated to Louisville and were living at a hotel (for a couple of weeks) in downtown Louisville while they looked for permanent housing. However, this was not inconsistent relative to other families of previous student-athletes and former head coach No.1 requested, and received, reasonable additional information from the former associate head coach with the specific intent to alleviate concerns as to potential issues associated with their move.

Additionally, during the time period alleged, the hearing panel finds that the former head coach No. 1 conducted the Louisville men's basketball program in a responsible manner and promoted an atmosphere of compliance.

It was undisputed that the former head coach No. 1 met with his staff frequently and met regularly with the Louisville compliance staff, sometimes multiple times a week. Having recently been subject to penalties in a separate infractions case, the former head coach No. 1 was attentive to compliance responsibilities. Among other things, the former head coach No. 1:

(a) Maintained a zero-tolerance approach to failures in NCAA compliance with his staff.

(b) Proactively reminded his staff of the importance of following NCAA rules to ensure compliance within the men's basketball program at Louisville. And,

(c) Had his antenna up with respect to the recruitment of prospective student-athlete No. 1 and sought explanations from the family members of prospective student-athlete No. 1 for the prospective student-athlete No. 1's allegedly untimely interest in Louisville.

The former head coach No. 1 was fully aware of increased scrutiny following Louisville's 2017 infractions case, which drove him to be

particularly vigilant regarding compliance. He met with his staff "every single day," and "went overboard at every meeting saying we must be compliant with every little detail, went over what you do on the road, went over how you deal with AAU coaches, runners, shoe companies, and we covered it extensively . . ." The former head coach No. 1 described his management style as follows, ". . . I meet with the staff every single day, every day. Compliance comes in once a week. We go every new rule. And I didn't threaten my assistant coaches with obeying the rules but I had a firm hand that you violate it, your career is over."

The senior associate director of athletics for compliance likewise stated that he believed the former head coach No. 1 promoted an atmosphere of compliance within the men's basketball program and engaged in heightened compliance efforts in the wake of Louisville's prior infractions case.

The Complex Case Unit argued that the former head coach No. 1's approach towards his coaching staff did not promote compliance because "[i]t says he would have been fired immediately [if any rules were violated]." "He was clear and he was consistent. Instead of promoting an atmosphere of compliance, he let them know that if they violated the rules, they would be fired, which again promoted an atmosphere whereby the assistant coaches were not open with him." "So instead of promoting an atmosphere of we will always toe the line and do things the right way, [the former head coach No. 1] promoted an atmosphere . . . if you get caught violating a rule, you will be fired. Or worse yet, your career is over." In response, the former head coach No. 1 argued that "this is probably the first case, that is . . . asking you to hold a coach responsible because they're too strict."

The hearing panel agrees and was not persuaded by the argument that the former head coach No. 1 was too strict on compliance for it to be effective. Nor, is the hearing panel convinced, as suggested by the Complex Case Unit, that an alternate less strict environment, would have somehow resulted in a more effective compliance program under the circumstances.

While a head coach is presumed to be responsible for the actions of all of his or her direct or indirect reports, part of that responsibility is the duty to promote an atmosphere of compliance. The information presented in this case convinces the hearing panel that the former head coach No. 1 adequately fostered such an atmosphere of compliance, and specifically never ignored any red flags about the apparel company outside consultant's role in the recruitment of prospective student-athlete No. 1.

Accordingly, the hearing panel finds the facts as alleged in allegation No. 3 do not constitute a violation.

**e. Allegation No. 4.**

**(1) Introduction of Allegation No. 4**.

The Complex Case Unit alleged that from May through August 2017, the scope and nature of the violations in Allegation Nos. 1-a and 1-b demonstrate that Louisville violated the NCAA principle of rules compliance when it failed to adequately monitor its men's basketball program's recruitment of then men's basketball prospective student-athlete prospective student-athlete No. 1, a McDonald's All-American, to ensure compliance with NCAA recruiting legislation. Specifically, despite the men's basketball program's recent involvement in an NCAA infractions case involving Level I recruiting and extra benefit violations, Louisville failed to adequately monitor or heighten its monitoring of the circumstances surrounding its men's basketball program's sudden and belated recruitment and signing of prospective student-athlete No. 1 that involved an impermissible offer and eventual extra benefit from representatives of the institution's athletics interests. **[Constitution 2.8.1 (2016-17 and 2017-18 Manuals)] [Asserted Against Louisville]**.

Louisville disagreed that it failed to monitor its men's basketball program with respect to prospective student-athlete No. 1. Specifically, Louisville denied that apparel company employee No. 1 and apparel company employee No. 2 were "representatives of the institution's athletics interests." Moreover, Louisville contended that regardless of whether apparel company employee No. 1 and apparel company employee No. 2 were representatives of Louisville's athletics interests, Louisville engaged in extensive rules education and monitoring before and during prospective student-athlete No. 1's recruitment that fully satisfied its obligations under Constitution 2.8.1, particularly given that no reasonable level of monitoring could have uncovered the criminal conspiracy at work.

**(2) NCAA Legislation Relating to Responsibility of Institution.**

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

**(3) The Underlying Allegations Forming the Basis of Allegation No. 4 Were Unproven.**

Allegation No. 4, as alleged by the Complex Case Unit, is premised on allegation Nos. 1-(a) and 1-(b). The hearing panel declined to find violations of allegation Nos. 1-(a) and 1-(b). Accordingly, because any failure to monitor must be predicated on an underlying violation, allegation No. 4 is unsupported.

Even if additional analysis and determinations were required, the record does not provide sufficient and credible information to support a finding that the institution did not adequately monitor it men's basketball program. The hearing panel rejects the Complex Case Unit's characterization of the sudden, belated recruitment and any suspiciousness. To the extent the Complex Case Unit relied on its assertion that Louisville failed to list the business manager's presence on campus during prospective student-athlete No. 1's unofficial visit, the hearing panel finds there is insufficient information to support a finding of failure to monitor. The hearing panel does not find anything nefarious about the omission of the business manager on the form. Credible information convinced the hearing panel that the paperwork omission was a result of confusion at the time as to whether the business manager was attending the visit. To the extent the Complex Case Unit is relying on the assertion that Louisville did not follow its own internal processes, there is no credible information to suggest that such timely and correct information would have resulted in any additional post-visit analysis. Specifically, even if the fully completed form had been provided in a timely manner, the senior associate director of athletics for compliance stated that he would have considered the business manager to be an AAU coach, a common person to accompany a prospective student-athlete on an unofficial visit, and specifically an AAU coach who had accompanied previous recruits on unofficial visits.

Accordingly, the hearing panel finds the facts as alleged in allegation No. 4 do not constitute a violation.

**f. Allegation No. 5.**

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

The Complex Case Unit alleged that from the 2018-19 season through the 2020-21 season, members of the Louisville's men's basketball staff violated NCAA Bylaws by allowing graduate assistants, managers and noncoaching staff members with sport-specific responsibilities to participate in

impermissible on-court activities with current men's basketball student-athletes.

Louisville agreed that graduate assistants and/or mangers and the former director of player development of the men's basketball program participated in impermissible on-court activities for the 2018-2019 and 2019-20 seasons but disagreed that such impermissible conduct occurred during the 2020-21 season. However, Louisville believed this provided no more than a minimal competitive advantage. The former head coach No. 2 disagreed with allegation No. 5. He contended that throughout his time at Louisville, the conduct of the men's basketball program's managers and noncoaching staff members complied with NCAA bylaws.

**(2) Allegation No. 5-(a). [Bylaws 11.01.7, 11.01.7-(b), 11.01.7-(d) and 11.7.3 (2018-19 through 2020-21 NCAA Division I Manuals)] [Asserted Against Louisville].**

The Complex Case Unit alleged that graduate assistants and/or managers of the institution's men's basketball staff actively participated on a consistent basis in impermissible on-court activities with current men's basketball student-athletes including but not limited to on-court competitive situations.

**(a) NCAA Legislation Relating to Conduct and Employment of Athletics Personnel.**

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

**(b) The Record Demonstrates that Graduate Assistants and/or Managers Participated in Impermissible On-court Activities with Current Men's Basketball Student-Athletes.**

Pursuant to Bylaw 11.01.7-(b), student managers may participate in limited on-court or on-field activities during practice (e.g., assist with drills, throw batting practice) or competition (e.g., assist with warm-up activities) involving student-athletes on a regular basis. The analysis and interpretation of Bylaw 11.01.7-(b) turns on the word "limited" and its relationship to the examples provided in the bylaw, and specifically assistance with drills for purposes of allegation No. 5-(a). Accordingly, the issue before the hearing panel is not how many on-court practices student managers participated in. Rather, the issue is how often they engaged beyond what was

permissible at the time of the alleged conduct and the extent to which such participation provided a competitive advantage.

The hearing panel recognizes the potential ambiguity in the plain reading of Bylaw 11.01.7 regarding when a drill may potentially transition into a practice activity. Much of the information presented by the parties seeks to parse out where that line should be drawn in evaluating the video information submitted in the case record.

The analysis of allegation No. 5-(a) is further complicated by the fact that the 2020-21 season occurred during the COVID-19 Pandemic. During this time, institutions maintained discretion on a case-by-case basis to allow for additional manager involvement in practices when such involvement was necessary for the health, safety or well-being of the student-athletes. The permissible activities included limited student manager participants due to student-athlete isolations. Any student managers who were also former student-athletes of the institution could permissibly participate in practice activities on an occasional basis during any of the seasons at issue.

Taking this all into consideration, Louisville did not dispute that some limited violations may have occurred, but at a far less frequency than alleged by the Complex Case Unit. Additionally, Louisville asserted no violations occurred during the season when additional COVID-19 related relief and deference to institutional COVID-19 related determinations was available, or at worst even less frequently than any previous year. The former head coach No. 2 did not believe that his use of student managers ran contrary to Bylaw 11.01.7 based on his overall drill-based practice philosophy. Compliance personnel at multiple institutions, including Louisville, observed his practices for years without questioning that any portions were impermissible.

The Complex Case Unit contended that student managers practiced with the team for three straight years, on a very consistent basis and, according to the former assistant coach No. 2, "[g]raduate assistants worked out the players all the time." The hearing panel declines to lend much credence to the former assistant coach No. 2's perspective. The former assistant coach No. 2's account is countered by the actual videotapes taken in overall context provided by Louisville and former head coach No. 2, the credible explanation

of practice activity by the former head coach No. 2, the open nature of practices for the compliance staff to observe, and potential motivations elicited in the record that place former assistant coach No. 2's credibility into question.

Recognizing (1) the clear example of assistance with drills permitted by Bylaw 11.01.7-(b); (2) the unique circumstances surrounding COVID-19; and (3) the great difficulty in unpacking where any particular drill may or may not transition into a free flow practice activity, the hearing panel does not find sufficient information to determine anything more than some limited practice activities that appear to clearly exceed permissible participation, and that the level of that overall impermissible participation relative to the overall practice activity created no more than a minimal competitive advantage.

Accordingly, the hearing panel finds the facts as alleged in allegation No. 5-(a) constitute a violation. Pursuant to Bylaw 19.1.3-(b), the hearing panel determines this violation as Level III. Louisville is accountable for this violation.

**(3) Allegation No. 5-(b). [Bylaw 11.7.3 (2019-20 NCAA Division I Manual through 2020-21 Manual)] [Asserted Against Louisville].**

The Complex Case Unit alleged that from June 2020 through the 2020-21 season, the former director of player development, a noncoaching staff member with sport-specific responsibilities, participated in impermissible on-court activities with current men's basketball student-athletes including but not limited to on-court competitive situations.

**(a) NCAA Legislation Relating to Conduct and Employment of Athletics Personnel.**

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

**(b) The Record Demonstrates that the Former Director of Player Development Participated in Impermissible On-court Activities with Current Men's Basketball Student-Athletes.**

The former director of player development was a graduate assistant manager for the Louisville men's basketball program from June 2018 until April 2020. In July 2020, Louisville hired him to the role

of director of player development for the Louisville men's basketball program. All the while, the COVID-19 Pandemic brought about a time of great uncertainty for how institutions could conduct practices. Indeed, Louisville's men's basketball program was not immune to the challenges that arose from the COVID-19 Pandemic.

The NCAA issued a blanket COVID-19 relief waiver allowing for noncoaching staff with sport-specific responsibilities to act as managers. This waiver, combined with the additional COVID-19 flexibility to extend permissible manager activity during specific practices in circumstances where student-athlete health, safety and well-being were at issue, including additional periods of time when the institution designated the individual as one of the countable coaches allowed to engage in practice activity, provided for even greater leniency than described in allegation No. 5-(a) as to the level of permissible activity. The hearing panel finds credible information of such lesser conduct by the former director of player development as contextualized by Louisville and former head coach No. 2. In total, the former director of player development participated in practice outside of the window when he was neither a permissible coach nor covered by the blanket waiver or COVID-19 related flexibility at less than 2% of the eligible practice time.

The hearing panel declines to impute any conduct of the former director of player development to Louisville during the May through June of 2020 time period when he was no longer an employee for Louisville and prior to his rehire. Any conduct of the former director of player development related to on-court observances of student-athletes during that time was attributable to himself and not to Louisville.

Accordingly, the hearing panel finds the facts as alleged in allegation No. 5-(b) constitute a violation for the 2020-21 season. Pursuant to Bylaw 19.1.3-(b), this violation is Level III. It was isolated or limited in nature and provided no more than a minimal competitive or other advantage.

**g. Allegation No. 6.**

**(1) Introduction of Allegation No. 6**.

The Complex Case Unit alleged that from June of 2018 through the 2020-21 season, members of Louisville's men's basketball staff violated NCAA Bylaws by producing and showing, playing, or providing personalized recruiting videos and recruiting aids to prospective men's basketball student-athletes containing the names, pictures and/or likenesses of the prospective men's basketball student-athletes. In addition, members of the institution's men's basketball staff created personalized pamphlets and itineraries for prospective student-athletes to be used on both official and unofficial visits. **[Bylaws 13.4.1.9, 13.4.1.9.2 and 13.7.3 (2017-18); 13.4.1.5 (2017-18 through 2018-19); 13.4.1.9-(b) (2018-19); 13.7.4 (2018-19 through 2020-21); 13.4.1.6 and 13.4.1.10-(b) (2019-20 through 2020-21); 13.6.7.9 (2017-18 through 2020-21) Manuals]. [Asserted Against Louisville].**

Louisville agreed that it produced and shared personalized recruiting videos and provided pamphlets and itineraries containing detailed information to prospective student-athletes about their visits. Louisville disagreed that the personalized recruiting videos provided any more than a minimal recruiting advantage as evidenced by a recent change in NCAA legislation, or that the pamphlets and itineraries violated NCAA rules. The former head coach No. 2 acknowledged that a Level III violation occurred regarding the occasional use of personalized recruiting videos. However, he disagreed with other assertions in the allegation and with the alleged Level II classification.

**(2) NCAA Legislation Relating to Recruiting Materials; Activities During Official and Unofficial Visits.**

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

**(3) The Record Demonstrates that Members of Louisville's Men's Basketball Staff Provided Personalized Recruiting Videos to Prospective Men's Basketball Student-Athletes.**

The Complex Case Unit alleged two different types of recruiting violations: one related to showing personalized videos and another related to the provision of personalized itineraries to prospective student-athletes. In relation to the itineraries, the crux of the countervailing arguments between the Complex Case Unit and Louisville centers on whether Bylaw 13.4.1.6 or Bylaw 13.7.4 controls. The hearing panel is not persuaded that Bylaw

13.7.4 is implicated by the provision of a personalized itinerary as alleged. Bylaw 13.7.4 applies to other recruiting activities not applicable to this case (e.g., personalized jerseys or personalized audio and video scoreboard presentations).

The itineraries satisfied the 8 ½ x 11 size limitations associated with general correspondence, and as such, Louisville permissibly provided the itineraries. The applicable bylaws do not restrict the provision of an itinerary to a prospective student-athlete prior to their official or unofficial visit to be anything other than correspondence.[6] The same itinerary should not be subject to a different bylaw based merely on when it was provided.

Even if the hearing panel were to consider the itineraries as potentially subject to Bylaw 13.7.4, the Complex Case Unit did not prove that the Louisville men's basketball staff created the itineraries for recruiting purposes, rather than internal informational aids. The former head coach No. 2 contended that the itineraries provided background about prospective student-athletes to Louisville's administrators, staff, and academic personnel who might meet the prospective student-athletes during the campus visits for internal use only. The Complex Case Unit cited to two instances when the Louisville men's basketball staff provided the itineraries to prospective student-athletes and their families. The Complex Case Unit discovered prospective student-athletes received itineraries in two instances based on the interviews of such prospective student-athletes. However, the Complex Case Unit failed to further inquire whether other prospective student-athletes received similar itineraries and provided no additional details as to how the families acquired the itineraries, nor from whom. Thus, the case record includes only two examples of when itineraries were provided to prospective student-athletes and their families, which cannot serve as a basis to demonstrate that the provision of these two itineraries was anything other than inadvertent without further information. Regardless, the hearing panel does not need to reach this level of analysis because the hearing panel determines the itineraries were general correspondence and satisfied the permissible parameters set forth in Bylaw 13.4.1.6-(a).

The former head coach No. 2 acknowledged that the use of personalized recruiting videos violated Bylaw 13.4.1.10-(b) in effect at the time of the conduct subject to allegation No. 6. However, he misunderstood previous guidance from the Louisville compliance staff instructing him of the manner in which the videos can be permissibly shown. Louisville and the former

[6] Bylaw 13.4.1.

head coach No. 2 argued that the limited number of videos created and the limited impact of any such videos on ultimate recruiting determinations by prospective student-athletes should only result in a Level III violation. The Complex Case Unit countered that the men's basketball program created the videos for major recruits and cited to a limited subset of examples of prospective student-athletes who indicated a palpable impact of the videos on their view of Louisville to suggest that the recruiting impact was more than minimal, and the violations should be assessed at Level II.

While the hearing panel does not proffer extensive negative weight to the limited examples, it does find that subsequent changes to the legislation, and associated rationale, provide more than a sufficient counterweight. The NCAA Division I membership adopted NCAA Division I Proposal No. 2021-12, which eliminated the content and production restrictions on video/audio materials in Bylaw 13.4.1.10-(b). While the adoption of the proposal did not eliminate a violation in this case because the hearing panel is obligated to analyze the conduct in relation to the bylaws effective at the time, it does speak significantly to the Division I membership's view as to the limited recruiting impacts that do not need regulation.

Accordingly, the hearing panel finds the facts as alleged in the portion of allegation No. 6 relating to personalized recruiting videos constitute a violation. Pursuant to Bylaw 19.1.3-(b), this violation is Level III. It was isolated or limited in nature and provided no more than a minimal competitive or other advantage.

**h. Allegation No. 7.**

**(1) Introduction of Allegation No. 7**.

The Complex Case Unit alleged that from June of 2018 through the 2020-21 season, the former head coach No. 2, the current head men's basketball coach, is presumed responsible for the violations detailed in Allegation Nos. 5 and 6 and did not rebut the presumption of responsibility. Specifically, the former head coach No. 2 did not demonstrate that he promoted an atmosphere for compliance due to his personal involvement in the violations and/or the impermissible conduct being done at his direction. **[Bylaw 11.1.1.1 (2017-18 through 2020-21 Manuals)] [Asserted Against the Former Head Coach No. 2].**

Louisville and the former head coach No. 2 disagreed that the former head coach No. 2 failed to promote an atmosphere for compliance. Specifically, Louisville agreed that Level III violations occurred under the former head

coach No. 2's tenure regarding the participation of graduate managers in practice sessions in the 2018-19 and 2019-20 seasons and with the use of recruiting videos. However, Louisville contended that head coach responsibility is not commonly tethered to such Level III violations, and that it is not warranted in this case. The former head coach No. 2 also submitted that the appropriate conclusion is that a single Level III violation (or no more than two Level III violations) occurred. Accordingly, he contended that finding a violation of Bylaw 11.1.1.1 would be inconsistent with the NCAA's established policies and history of not linking Bylaw 11.1.1.1 with the occurrence of Level III violations. The former head coach No. 2 maintained that the case record demonstrates that he established an atmosphere of compliance in Louisville's men's basketball program.

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

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

**(3) The Underlying Violations Cannot Support A Head Coach Responsibility Violation for Former Head Coach No. 2.**

The hearing panel only found Level III violations for allegation Nos. 5 and 6. Those Level III violations cannot support head coach's responsibility violations as alleged in allegation No. 7. Accordingly, the hearing panel finds the facts as alleged in allegation No. 7 do not constitute a violation.

**i. Post-Separation Allegation No. 1 for Unethical Conduct Related to Former Assistant Coach No. 1.**

**(1) Introduction of Post-Separation Allegations No. 1.**

The Complex Case Unit alleged that from August 2019 through January 2020, the former assistant coach No. 1, former assistant men's basketball coach, violated the NCAA principles of ethical conduct and failed to cooperate with the NCAA enforcement staff when he refused to timely participate in an interview with Louisville and the NCAA enforcement staff and provide information relevant to an investigation of possible violations. Specifically, beginning in August 2019, the NCAA enforcement staff made several attempts to secure the former assistant coach No. 1's participation in an NCAA interview and obtain relevant records from the former assistant coach No. 1 through multiple communications with the former assistant coach No. 1's attorney, which included telephone and written correspondence. Through his attorney, the former assistant coach No. 1 refused to participate in an interview or provide the requested records. In

January 2020, and within 14 days of the NCAA enforcement staff's final review of this case's potential allegations, the former assistant coach No. 1 reconsidered and agreed to participate in an interview and provide the requested relevant information. **[Bylaws 10.1, 10.1-(a), 19.2.3-(b) and 19.2.3-(c) (2019-20 Manual)] [Asserted Against the Former Assistant Coach No. 1].**

The former assistant coach No. 1 disputed that this was a violation.

**(2) NCAA Legislation Relating to Failure to Cooperate.**

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

**(3) The Former Assistant Coach No. 1 Cooperated with the NCAA Investigation.**

During the approximately six-month period from when the enforcement staff began requesting the former assistant coach No. 1's cooperation July 29, 2019, until January 23, 2020, the former assistant coach No. 1, through his counsel, communicated the extraordinary extenuating circumstances justifying why the former assistant coach No. 1 was temporarily unable to engage in the NCAA investigation at that time. Specifically, counsel for the former assistant coach No. 1 reiterated that the former assistant coach No. 1 intended to cooperate when sufficiently clear of the impacts of the federal investigation. The record demonstrates as such in correspondence from the former assistant coach No. 1's counsel to the enforcement staff specifically mentioning his outreach to the same federal government agency that previously limited actions by the enforcement staff. For example, in correspondence dated September 3, 2019, counsel for the former assistant coach No. 1 communicated that the existing extenuating circumstances were matters the SDNY was investigating and prosecuting.

Any delay was not directly related to anything within the control of the former assistant coach No. 1. Rather, delays were attributable to ensure proper arrangements were in place and confirmed by the former assist coach No. 1. Counsel for the former assistant coach No. 1 attempted to obtain confirmation from the federal government that the former assistant coach No. 1 could sit for the interview with the enforcement staff. Ultimately, without the confirmation requested from the federal government, but reasonably drawing an inference based on the federal government's silence, the former assistant coach No. 1 produced extensive documents the enforcement staff requested, including his bank records, cell phone records, and all email threads to the NCAA and sat for an initial interview.

The hearing panel concludes that the former assistant coach No. 1 cooperated with the NCAA investigation. The issue precluding the former assistant coach No. 1's immediate cooperation with the enforcement staff's interview request was a matter of extraordinary circumstances where the actions or inactions of the federal government impacted the entire enforcement process. Under the unique circumstances here, the NCAA itself also delayed its investigation to accommodate the federal government's investigation. The outreach from the former assistant coach No. 1's counsel was, in and of itself, sufficient cooperation under these unique circumstances. The former assistant coach No. 1's delay was justified and immaterial. He did not completely fail to cooperate, and instead communicated and cooperated with the investigation to the greatest extent possible given the pending federal investigation and the instructions from the federal government. The hearing panel cannot envision more reasonable cooperation under the circumstances. The hearing panel recognized and considered such cooperation, which should be encouraged in the infractions process.

To be clear, the hearing panel is not suggesting that an involved individual subject to investigation in an infractions matter can simply defer to counsel to delay cooperation. Instead, the hearing panel concludes that reasonable delays can be justified on a fact-specific basis and, here, was based on the fact that the former assistant coach No. 1 was waiting for the federal government to confirm if it would submit a letter of declination to indict or other instructions relating to the federal government's investigation.

When the former assistant coach No. 1 ultimately cooperated with the investigation, the hearing panel finds that his cooperation was fulsome even as the case transitioned to a complete reinvestigation by the Complex Case Unit. The only remaining question was whether the former assistant coach No. 1 produced all records with appropriate clarity. At the hearing, the Complex Case Unit stated that if the former assistant coach No. 1 had produced all requested records, then his cooperation was complete to the extent it was requested of him. The Complex Case Unit did not produce any telephonic information showing text messages the former assistant coach No. 1 withheld. The Complex Case Unit only produced an email from counsel for the former assistant coach No. 1 that he was still in the process of gathering additional records and that the Complex Case Unit received no records after that point. The hearing panel finds that the information is insufficient to conclude that the former assistant coach No. 1 failed to cooperate on the basis of withholding any requested documents. The hearing panel is perplexed why the Complex Case Unit allowed this

issue to proceed through the hearing when a simple conversation or series of emails with the counsel for former assistant coach No. 1 could have clarified this allegation and obviated the need for anyone to spend additional time on it.

Accordingly, the hearing panel finds the facts as alleged in post-separation allegation No. 1 – former assistant coach No. 1 do not constitute a violation.

**j. Post-Separation Allegation No. 1 for Unethical Conduct for the Former Associate Head Coach.**

**(1) Introduction of Post-Separation Allegations No. 1.**

The Complex Case Unit alleged that March 19, 2019, the former associate head coach, former associate head men's basketball coach, violated the NCAA principles of ethical conduct and failed to cooperate with the NCAA enforcement staff when he knowingly furnished the NCAA enforcement staff false or misleading information concerning his involvement in violations of NCAA legislation. Specifically, during his interview with the NCAA enforcement staff, the former associate head coach denied providing father of prospective student-athlete No. 1, father of then men's basketball prospective student-athlete prospective student-athlete No. 1, $1,300 in cash and having impermissible recruiting contact with prospective student-athlete No. 1 as detailed in Louisville's amended notice of allegations for Case No. 00843 in Allegation Nos. 1-d and 2-a. **[Bylaws 10.1, 10.1-(c) and 19.2.3-(b) (2018-19 Manual)] [Asserted Against the Former Associate Head Coach].**

The former associate head coach disputed that this was a violation.

**(2) NCAA Legislation Relating to Failure to Cooperate.**

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

**(3) The Former Associate Head Coach Furnished False or Misleading Information regarding In-Person Off-Campus Contact with Prospective Student-Athlete No. 1.**

The record contains insufficient information to conclude that the former associate head coach furnished false or misleading information to the enforcement staff relating to the alleged provision of an extra benefit to the father of prospective student-athlete No. 1. [Allegation No. 1-(d)] The hearing panel did not find the underlying source of contradictory

information to be credible nor was other information available to provide a sufficient basis showing that the information provided by the associate head coach was false or misleading.

However, the record contains sufficient information to conclude that the former associate head coach furnished false or misleading information to the enforcement staff regarding an in-person off-campus contact with prospective student-athlete No. 1. [Allegation No. 2-(a)] During his interview with the enforcement staff, the former associate head coach expressly denied ever meeting or even speaking to prospective student-athlete No. 1 in Las Vegas during an NCAA certified event. This was contradicted by the former associate head coach's written response, as well as during the hearing, where he ultimately admitted that he made brief introductions with prospective student-athlete No. 1 and wished him good luck. His responses appeared intended to note that the bulk of the information allegedly exchanged did not occur during an in-person contact, but rather through other permissible communications. However, the outright denial of any in-person contact was false and misleading.

Accordingly, the hearing panel finds the facts as alleged in post-separation allegation No. 1 – former associate head coach do constitute a violation, but as to the information provided in regard to allegation No. 2-(a) only.

## V. VIOLATIONS

### a. Level I Violations.

(1) Allegation No. 1-(c). Unethical Conduct; Impermissible Offers and Inducements; Honesty and Sportsmanship; Entertainment, Reimbursement and Employment of High School/College Preparatory School/Two-Year College Coaches and Other Individuals Associated With Prospective Student-Athletes [Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.1, 13.2.1.1-(e) and 13.8.2 (2016-17 Manual)].

On or about July 27, 2017, the former assistant coach No. 1 violated the NCAA principles of ethical conduct when he was knowingly involved in the provision of an impermissible inducement in the form of between $11,000 and $12,700 in cash to the trainer for prospective student-athlete No. 2 with the intent to influence prospective student-athlete No. 2's enrollment at Louisville. Accordingly, pursuant to Bylaws 19.1.1-(d), -(g) and -(h), this violation is Level I.

(2) Post-Separation Allegation No. 1 – Former Associate Head Coach. Unethical Conduct, Failure to Cooperate. [Bylaws 10.1, 10.1-(c) and 19.2.3-(b) (2018-19 Manual)].

The former associate head coach furnished false or misleading information to the enforcement staff relating to allegation No. 2-(a). During his interview with the enforcement staff, the former associate head coach expressly denied ever meeting or even speaking to prospective student-athlete No. 1 in Las Vegas. This was contradicted by the former associate head coach's written response, as well as during the hearing where he ultimately admitted that he made brief introductions with prospective student-athlete No. 1 and wished him good luck. The NCAA bylaws require all current and former institutional staff members to cooperate fully with the enforcement staff, the Complex Case Unit, and the Independent Resolution Panel. Pursuant to Bylaw 19.1.1-(c), this violation is Level I.

**b. Level II Violations.**

- **None.**

**c. Level III Violations.**

(1) Allegation No. 2-(a). Periods of Recruiting Activities [Bylaw 13.02.5.2 (2015-16 Manual)].

Between July 19 and 25, 2016, during an evaluation period at an NCAA certified event in Las Vegas, the former associate head coach had impermissible in-person off-campus recruiting contact with prospective student-athlete No. 1. Accordingly, pursuant to Bylaw 19.1.3-(b), this violation is Level III.

(2) Allegation No. 2-(c). Transportation on Unofficial Visits [Bylaw 13.5.3 (2016-17 through 2017-18 Manuals)].

During May and September 2017, the former associate head coach and/or former assistant coach No. 1 provided the business manager, an associate of prospective student-athlete No. 1 and his family, and the trainer for prospective student-athlete No. 2, then nonscholastic boys basketball coach/trainer and individual associated with prospective student-athlete No. 2, impermissible transportation while the trainer for prospective student-athlete No. 2 and the business manager were in the Louisville, Kentucky area to accompany prospective student-athlete No. 1 and prospective student-athlete No. 2, respectively, on their unofficial visits to the

institution. Accordingly, pursuant to Bylaw 19.1.3-(b), this violation is Level III.

(3) Allegation No. 5-(a). Conduct and Employment of Athletics Personnel [Bylaws 11.01.7, 11.01.7-(b) and 11.7.3 (2018-19 through 2020-21 Manuals)].

In the 2018-19 through 2020-21 seasons, graduate assistants and/or managers of Louisville's men's basketball staff actively participated on a consistent basis in impermissible on-court activities with current men's basketball student-athletes including but not limited to on-court competitive situations. Accordingly, pursuant to Bylaw 19.1.3-(b), this violation is Level III.

(4) Allegation No. 5-(b). Conduct and Employment of Athletics Personnel [Bylaw 11.7.3 (2019-20 through 2020-21 Manuals)].

In the 2020-21 season, the former director of player development, a noncoaching staff member with sport-specific responsibilities, participated in impermissible on-court activities with current men's basketball student-athletes including but not limited to on-court competitive situations. Accordingly, pursuant to Bylaw 19.1.3-(b), this violation is Level III.

(5) Allegation No. 6. Recruiting Materials; Activities During Official and Unofficial Visits [Bylaws 13.4.1.9, 13.4.1.9.2 and 13.7.3 (2017-18); 13.4.1.5 (2017-18 through 2018-19); 13.4.1.9-(b) (2018-19); 13.7.4 (2018-19 through 2020-21); 13.4.1.6 and 13.4.1.10-(b) (2019-20 through 2020-21); 13.6.7.9 (2017-18 through 2020-21 Manuals)].

From June of 2018 through the 2020-21 season, members of Louisville's men's basketball staff violated NCAA Bylaws by producing and showing, playing, or providing personalized recruiting videos and recruiting aids to prospective men's basketball student-athletes containing the names, pictures and/or likenesses of the prospective men's basketball student-athletes. Accordingly, pursuant to Bylaw 19.1.3-(b), the violation is Level III.

## VI. VIOLATIONS NOT DEMONSTRATED

For the reasons described in Section IV, the hearing panel declined to find violations of the following allegations:[7]

**a. Allegation No. 1-(a):**

Between May 18 and June 1, 2017, apparel company employee No. 2 and apparel company employee No. 1 impermissibly offered through business manager, an associate of prospective student-athlete No. 1 and his family, $100,000 in cash to father of prospective student-athlete No. 1 in exchange for prospective student-athlete No. 1 to enroll at the institution as a men's basketball student-athlete. [Bylaws 13.2.1 and 13.2.1.1-(e) (2016-17 Manual)]

**b. Allegation No. 1-(b):**

Between July 7 and August 1, 2017, apparel company employee No. 2 and apparel company employee No. 1, with the assistance of business manager, arranged for the provision of an extra benefit in the form of a $25,000 cash payment to father of prospective student-athlete No. 1 following prospective student-athlete No. 1's enrollment at the institution. [Bylaw 16.11.2.1 (2016-17 and 2017-18 Manuals)]

**c. Allegation No. 1-(d):**

On or about August 23, 2017, former associate head coach violated the NCAA principles of ethical conduct when he knowingly provided an extra benefit in the form of a $1,300 cash payment to father of prospective student-athlete No. 1 [Bylaws 10.01.1, 10.1, 10.1-(b) and 16.11.2.1 (2017-18 Manual)]

**d. Allegation No. 1-(e):**

Between September 15 and 26, 2017, former assistant coach No. 1, through former associate head coach, provided an impermissible inducement in the form of $800 in cash to trainer for prospective student-athlete No. 2 as reimbursement for costs associated with prospective student-athlete No. 2's September 2017 unofficial visit to the institution. [Bylaws 13.2.1, 13.2.1.1-(e) and 13.8.2 (2017-18 Manual)]

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

**e. Allegation No. 2-(b):**

Between April 28 and 29, 2017, former associate head coach had impermissible contact and/or communication with individuals associated with nonscholastic basketball team, a nonscholastic boys basketball team comprised of men's basketball prospective student-athletes, while nonscholastic basketball team was participating in a three-day NCAA certified nonscholastic boys basketball event (event) in the Indianapolis area. Before the commencement of the event, former associate head coach contacted and invited an administrator of nonscholastic basketball team to a social function (function) hosted by former associate head coach's friend in the locale of the event. Following the first day of the event, former associate head coach interacted and communicated with nonscholastic basketball team's administrator and coaches at the function. [Bylaw 13.1.6.2.1-(b) (2016-17 Manual)]

**f. Allegation No. 3:**

The Complex Case Unit alleges that from May through August, 2017, former head coach No. 1, then head men's basketball coach, violated head coach responsibility legislation when he failed to promote an atmosphere of compliance within the men's basketball program. Specifically, the apparel company, a representative of the institution's athletics interests, and its employee, apparel company employee No. 1, then director of global sports marketing for basketball, informed former head coach No. 1 that he would assist in the recruitment of then men's basketball prospective student-athlete prospective student-athlete No. 1 by promoting the men's basketball program to prospective student-athlete No. 1's family/friend. Despite prospective student-athlete No. 1's belated interest in the institution, former head coach No. 1's knowledge of another institution's alleged cash offer for prospective student-athlete No. 1's commitment and apparel company employee No. 1 possessing inside knowledge of the institution's interest in and recruitment of prospective student-athlete No. 1, former head coach No. 1 failed to conduct any additional inquiry as to apparel company employee No. 1's type or level of assistance, which included a $100,000 impermissible offer and $25,000 extra benefit, as detailed in allegation No. 1, and did not report apparel company employee No. 1's offer of assistance to the institution's athletics compliance staff. [Bylaw 11.1.1.1 (2016-17 Manual)]

**g. Allegation No. 4:**

The Complex Case Unit alleges that from May through August 2017, the scope and nature of the violations in Allegation Nos. 1-a and 1-b demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor its men's basketball program's recruitment of then men's

basketball prospective student-athlete prospective student-athlete No. 1, a McDonald's All-American, to ensure compliance with NCAA recruiting legislation. Specifically, despite the men's basketball program's recent involvement in an NCAA infractions case involving Level I recruiting and extra benefit violations, the institution failed to adequately monitor or heighten its monitoring of the circumstances surrounding its men's basketball program's sudden and belated recruitment and signing of prospective student-athlete No. 1 that involved an impermissible offer and eventual extra benefit from representatives of the institution's athletics interests. [Bylaw 2.8.1 (2016-17 and 2017-18 Manuals)]

**h. Allegation No. 5-(b) (as to the summer of 2020):**

From June 2020 through the 2020-21 season, the former director of player development, a noncoaching staff member with sport-specific responsibilities, participated in impermissible on-court activities with current men's basketball student-athletes including but not limited to on-court competitive situations. [Bylaw 11.7.3 (2019-20 through 2020-21 Manuals)]

**i. Allegation No. 6 (as to itineraries only):**

The Complex Case Unit alleges that from June of 2018 through the 2020-21 season, members of the institution's men's basketball staff violated NCAA Bylaws by producing and showing, playing, or providing personalized recruiting videos and recruiting aids to prospective men's basketball student-athletes containing the names, pictures and/or likenesses of the prospective men's basketball student-athletes. In addition, members of the institution's men's basketball staff created personalized pamphlets and itineraries for prospective men's basketball student-athletes to be used on both official and unofficial visits. [Bylaws 13.4.1.9, 13.4.1.9.2 and 13.7.3 (2017-18); 13.4.1.5 (2017-18 through 2018-19); 13.4.1.9-(b) (2018-19); 13.7.4 (2018-19 through 2020-21); 13.4.1.6 and 13.4.1.10-(b) (2019-20 through 2020-21); 13.6.7.9 (2017-18 through 2020-21 Manuals)]

**j. Allegation No. 7:**

The Complex Case Unit alleges that from June of 2018 through the 2020-21 season, former head coach No. 2, the current head men's basketball coach, is presumed responsible for the violations detailed in Allegation Nos. 5 and 6 and did not rebut the presumption of responsibility. Specifically, former head coach No. 2 did not demonstrate that he promoted an atmosphere for compliance due to his personal involvement in the violations and/or the impermissible conduct being done at his direction. [Bylaw 11.1.1.1 (2017-18 through 2020-21 Manuals)]

**k. Post-Separation Allegation No. 1 – Former Assistant Coach No. 1:**

The Complex Case Unit alleges that from August 2019 through January 2020, former assistant coach No. 1, former assistant men's basketball coach, violated the NCAA principles of ethical conduct and failed to cooperate with the NCAA enforcement staff when he refused to timely participate in an interview with Louisville and the NCAA enforcement staff and provide information relevant to an investigation of possible violations. Specifically, beginning in August 2019, the NCAA enforcement staff made several attempts to secure former assistant coach No. 1's participation in an NCAA interview and obtain relevant records from former assistant coach No. 1 through multiple communications with former assistant coach No. 1's attorney, which included telephone and written correspondence. Through his attorney, former assistant coach No. 1 refused to participate in an interview or provide the requested records. In January 2020, and within 14 days of the NCAA enforcement staff's final review of this case's potential allegations, former assistant coach No. 1 reconsidered and agreed to participate in an interview and provide the requested relevant information. [Bylaws 10.1, 10.1-(a), 19.2.3-(b) and 19.2.3-(c) (2019-20 Manual)]

**l. Post-Separation Allegation No. 1 – Former Associate Head Coach (as to denial of payment only):**

The Complex Case Unit alleges that March 19, 2019, former associate head coach, former associate head men's basketball coach, violated the NCAA principles of ethical conduct and failed to cooperate with the NCAA enforcement staff when he knowingly furnished the NCAA enforcement staff false or misleading information concerning his involvement in violations of NCAA legislation. Specifically, during his interview with the NCAA enforcement staff, former associate head coach denied providing father of prospective student-athlete No. 1, father of then men's basketball prospective student-athlete prospective student-athlete No. 1, $1,300 in cash as detailed in Louisville's amended notice of allegations for Case No. 00843 in Allegation No. 1-d. [Bylaws 10.1, 10.1-(c) and 19.2.3-(b) (2018-19 Manual)]

## 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 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 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 Louisville and the former assistant coach No. 1. The hearing panel used the 2021-22 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-Mitigated for Louisville, Level I-Standard for the former assistant coach No. 1 and Level I-Standard for the former associate head coach.

In addressing the specific penalties applied to the institution and involved individuals, the hearing panel weighed the need for meaningful penalties to address behavior with the types of violations found as well as the potential impact on those individuals that had little to nothing to do with the behaviors at issue,

The hearing panel also recognizes the impacts associated with the delayed finality in a case in which the underlying framework began in 2017 and where the initial notice of allegations was issued in 2020. Delays in adjudication and accountability weaken the impacts of the overall enforcement process and this hearing panel echoes the chorus of the membership in seeking transformative options in addressing violations in a manner that focuses on timeliness while maintaining fairness.

**a. Aggravating and Mitigating Factors**.

**(1) Louisville Aggravating Factors.**

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

- **Aggravating Factor 19.9.3-(b). A history of level I, Level II or major violations by the institution or involved individual.**

  Louisville and the Complex Case Unit agreed that aggravating factor 19.9.3-(b) applies to Louisville. The hearing panel considered the amount of time between the occurrences of the violations, the similarity, severity and types of violations involved, Louisville's efforts to implement previously prescribed corrective measures and other factors the hearing panel deemed relevant to the infractions history for Louisville.

Based on the information presented and the information contained in Section IV, the hearing panel concludes that no additional aggravating factors apply to Louisville. Specifically, the hearing panel declines to find the following aggravating factors, which the Complex Case Unit argued applied:

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

This hearing panel concludes that this case involved only one Level I violation.

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

The hearing panel concludes that the violation of allegation No. 1-(c) was not premediated, deliberate or committed after substantial planning. The remaining violations are Level III, which are by definition isolated and inadvertent.

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

The hearing panel concludes that this case does not involve any Level II violations.

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

The hearing panel concludes that aggravating factor 19.9.3-(h), which requires a finding that a person of authority condoned, participated in, or negligently disregarded the violation or wrongful conduct, is not an aggravating factor. The hearing panel need only to analyze this aggravating factor as it relates to the former assistant coach No. 1. The former head coach No. 2 and former associate head coach committed Level III violations applicable to the institution, and therefore the application of aggravating factor 19.9.3-(h) to Louisville based on their violations is inappropriate. The former head coach No. 1 did not commit any violations.

The Complex Case Unit alleged in a conclusory fashion that the former assistant coach No. 1 was a person of authority but offered

no information other than mere citations to certain cases from the Committee on Infractions, which may be instructive, but are not binding on the hearing panel. The Complex Case Unit failed to provide a basis on which the hearing panel can find that the former assistant coach No. 1 had any authority, including, but not limited to, the authority to hire, fire, or even to approve the recruitment of prospective student-athletes. On this basis, the hearing panel concludes that the former assistant coach No. 1 was not a person of authority.

**(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.**

For the reasons discussed above in Section IV, the hearing panel does not find violations by the institution that caused any student-athletes or prospective student-athletes to become ineligible.

**(f) 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 Louisville. But for Level III violations found for allegation Nos. 2-(a), 2-(c), 5-(a), 5-(b) and (6), and a Level I violation found for allegation No. 1-(c) attributable to the conduct of the former assistant coach No. 1, the record does not show an overall pattern of noncompliance within the Louisville men's basketball program.

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

Louisville did not demonstrate a willful and blatant disregard for the NCAA constitution and bylaws. The hearing panel declines to impute the former assistant coach No. 1's failure to report the incident forming the basis of allegation No. 1-(c) to Louisville. The former assistant coach No. 1's failure to report the incident prevented Louisville's awareness of the incident.

**(2) Louisville 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 Louisville:

**(a) 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 agrees with Louisville's statements at the hearing that it acted swiftly once it learned of the possible NCAA rules violations through the September 2017 indictment. Louisville removed prospective student-athlete No. 1 from team activities and took a series of personnel actions. Louisville reported the former assistant coach No. 2's allegation to the enforcement staff the morning immediately following receipt of the report from the former assistant coach No. 2 and worked collaboratively with the Complex Case Unit throughout the investigation of this case. Louisville's corrective measures included additional NCAA rules education and oversight.

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

Louisville and the Complex Case Unit agreed that mitigating factor 19.9.4-(d) applies. The hearing panel concurs. Louisville self-reported a total of 89 Level III violations over the past five academic years, for an average of approximately 18 Level III violations per year.

**(c) Mitigating Factor 19.9.4-(e). Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards (e.g., National Association of Athletics Compliance Reasonable Standards).**

For the reasons described in Section IV, the hearing panel found no violation of allegation No. 4. The violations and allegations in this case resulted from a sophisticated scheme of which Louisville was a victim. Louisville could not have implemented additional monitoring to detect such a scheme. Louisville's compliance program was well-resourced and had robust rules education at the

time of the allegations and violations at issue. It included eight full-time staff members and targeted education and monitoring programs. Louisville detected the violations in a timely manner and acted swiftly upon learning of the complaint, including placing both the former associate head coach and assistant coach No. 1 on leave with pay pending further investigation and ultimately terminating their employment.

Based on the information presented and the information contained in Section IV, the hearing panel finds that no additional mitigating factors apply to Louisville. Specifically, the hearing panel declines to find that the following aggravating factor applies:

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

  Louisville asked the hearing panel to apply mitigating factor 19.9.4-(i), i.e., other facts warranting a lower penalty range, based on the finding that Louisville is not responsible for the conduct of the apparel company or its employees or consultants, and Louisville's cooperation with the U.S. Department of Justice, the enforcement staff and Complex Case Unit. The allegations in this case resulted from a sophisticated scheme subject to federal prosecution of which Louisville was a victim. While the hearing panel acknowledges the cooperation cited, including cooperation with the Complex Case Unit's supplemental investigation that led to the discovery of the additional allegations that resulted in extending the time to resolve this case and extended the reputational cloud over the institution, these factors are neither unique to this matter nor sufficient to warrant application of an additional mitigating factor,

**(3) Former Assistant Coach No. 1 Aggravating Factors.**

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

**(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.**

The hearing panel concludes that the former assistant coach No. 1's failure to report the incident warrants the application of aggravating factor 19.9.3-(e). It was unethical, but it did not compromise the integrity of the investigation. It also did not represent a failure to cooperate, nor did the former assistant coach No. 1 refuse to provide all relevant or requested information during the investigation.

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

The former assistant coach No. 1 acted intentionally. He demonstrated a willful and blatant disregard for the NCAA constitution and bylaws. The former assistant coach No. 1 did not report the facts underlying the violation for allegation No. 1-(c) to any of his superior coaches, the former head coach No. 1 or compliance. He admitted that was a mistake.

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

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

The hearing panel concludes that this case involved only one Level I violation.

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

The former assistant coach No. 1's violations were not premeditated and deliberate. For example, he lacked advanced knowledge of the events leading up the facts supporting allegation No. 1-(c).

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

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

alleged in a conclusory fashion that the former assistant coach No. 1 was a person of authority, but offered no information that he had any authority, including, but not limited to, the authority to hire, fire or even to approve the recruitment of prospective student-athletes. On this basis, the hearing panel concludes that he was not a person of authority.

**(4) Former Assistant Coach No. 1 Mitigating Factors.**

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

**(a) 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.**

Throughout the investigation and at the hearing, the former assistant coach No. 1 acknowledged his mistake. He sat for multiple interviews, went to enhanced lengths to participate in the infractions process, including navigating in-person records procedures to meet records requests during COVID-19 lockdown, and provided candid information that assisted the hearing panel in its consideration of the case. Although he provided additional explanation surrounding the violation that occurred, that does not detract from his acceptance of responsibility.

**(b) 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.**

The former assistant coach No. 1 has no prior conclusions of any violations of the NCAA constitution or bylaws.

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

**(5) Former Associate Head Coach Aggravating Factors.**

Based on the information presented and the information contained in Section IV, the hearing panel finds that the following aggravating factor applies to the former associate head coach:

- **Aggravating Factor 19.9.3-(e). Unethical conduct and failing to cooperate during an investigation.**

  As detailed in allegation No. 1, during his March 19, 2019, interview with the enforcement staff, the former associate head coach provided the enforcement staff false or misleading information.

  The hearing panel concurs that this factor should apply as the former associate head coach did provide false and misleading information to the enforcement staff in relation to his meeting with prospective student-athlete No. 1 in Las Vegas**.**

Based on the information presented and the information contained in Section IV, the hearing panel finds that no additional aggravating factors apply to former associate head coach. Specifically, the hearing panel declines to find that the following aggravating factor applies:

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

  The hearing panel concludes that this case involved only one Level I violation.

**(6) Former Associate Head Coach Mitigating Factors.**

Based on the information presented and the information contained in Section IV, the hearing panel finds that the following mitigating factor applies to the former associate head coach:

- **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.**

  The former associate head coach has no prior conclusions of any violations of the NCAA constitution or bylaws.

Based on the information presented and the information contained in Section IV, the hearing panel finds that no additional mitigating factors apply to former associate head coach.

**(7) Former Head Coach No. 1.**

The former head coach No. 1 did not commit any violations. Accordingly, the hearing panel declines to apply aggravating and mitigating factors to the former head coach No. 1.

**(8) Former Head Coach No. 2.**

The former head coach No. 2 did not commit any violations for which he was a named individual. Accordingly, the hearing panel declines to apply aggravating and mitigating factors to the former head coach No. 2.

**b. Core Penalties.**

**(1) Louisville - Level I-Mitigated Case (Bylaw 19.9.5).**

**(a) Financial Penalties. Pursuant to Bylaw 19.9.5.2:**

A financial penalty fine in the amount of $5,000.[8]

**(b) Recruiting Restrictions in Men's Basketball. Pursuant to Bylaw 19.9.5.6:**

The hearing panel focused its penalty analysis on the environment in which the conduct occurred that led to the issues that resulted in the violations found in this case. The hearing panel notes that most of the violations in this case surrounded recruiting violations, specifically, recruiting conduct that occurred during the July 2017 evaluation period. Accordingly, the hearing panel prescribes the following penalties for Louisville:

i. Prohibit unofficial visits during a two-week period during the 2022-23 academic year.

ii. An additional two-week recruiting communication (telephone and written correspondence) ban for the 2022-23 academic year.

iii. A seven-day reduction in the number of recruiting person days for the 2022-23 academic year.

[8] The hearing panel notes that this is the lowest financial penalty permitted by Bylaw 19.9.5.2 for a Level I-Mitigated case. The hearing panel declines to impose additional financial penalties on Louisville.

**(c) Probation**. **Pursuant to Bylaw 19.9.5.7:**

i. Two years of probation (November 3, 2022, to November 2, 2024).

ii. During the period of probation, Louisville shall:

(1) Continue to develop and implement a comprehensive educational program on NCAA legislation designed to instruct coaches, faculty athletics representatives, all athletics department personnel and all institutional members with responsibility for recruiting.

(2) Submit a preliminary compliance report to the NCAA Office of Committees on Infractions by January 31, 2023, setting forth a schedule for establishing this compliance and educational program, with particular emphasis on compliance with and education about recruiting legislation.

(3) File with the Office of Committees on Infractions a final compliance report by October 31, 2023, setting forth the progress made.

(4) During the period of probation, inform in writing prospective student-athletes in the men's basketball program that Louisville is on probation for one year, and provide details of the violations committed.

(5) 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 sports program, and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for men's basketball.

(6) Following the delivery of the final compliance report to the Office of Committees on Infractions, and prior to the conclusion of probation, Louisville's president

shall provide a letter to the Committee on Infractions affirming that Louisville's current athletics policies and practices conform to all requirements of NCAA regulations.

**(2) Former Assistant Coach No. 1 - Level I-Standard Case (Bylaw 19.9.5).**

- **Pursuant to Bylaw 19.9.5.4: Show-Cause Order.** The former assistant coach No. 1 committed a Level I violation. He failed to report the July 27, 2017, events concerning the recruitment of prospective student-athlete No. 2. His conduct was unethical and was a severe breach of conduct that threatened the integrity of the NCAA Collegiate Model. Therefore, the former assistant coach No. 1 will be informed in writing by the NCAA that the hearing panel prescribes a two-year show-cause order pursuant to Bylaw 19.9.5.4 that shall run from November 3, 2022, to November 2, 2024.

  Should the former assistant coach No. 1 be employed or affiliated in an athletically related position at another NCAA member institution during the two-year period, that employing institution shall provide to the Office of Committees on Infractions information as to why restrictions on all athletically related activity should not apply.

**(3) Former Associate Head Coach – Level I-Standard Case (Bylaw 19.9.5).**

- **Pursuant to Bylaw 19.9.5.4: Show-Cause Order.** The former associate head coach committed a Level I violation. He provided false and misleading information during his March 19, 2019, interview. His conduct was unethical and was a severe breach of conduct that threatened the integrity of the NCAA Collegiate Model. Therefore, the former associate head coach will be informed in writing by the NCAA that the hearing panel prescribes a two-year show-cause order pursuant to Bylaw 19.9.5.4 that shall run from November 3, 2022, to November 2, 2024. During the two-year show-cause period, the former associate head coach shall be prohibited from attending and evaluating at any of the permissible live activity events in the spring and summer evaluation periods. The associate head coach's current institution, or any member institution that employs the former associate head coach in an athletically related position during the two-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the Office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.

**c. Additional Penalties.**

Pursuant to Bylaw 19.9.7, the hearing panel prescribes the following additional penalties for Louisville:

(1) Public reprimand and censure; and

(2) Publicizing institutions on probation on the NCAA website, in appropriate NCAA publications and in NCAA championship game programs of the involved sports.

**d. Level III Penalties.**

In relation to the Level III violations found associated with the tenure of the former head coach No. 1, the hearing panel determined that any limited benefit is adequately addressed through the imposition of penalties above for recruiting limitations applied to the institution and exercises its discretion in not applying any additional penalties to either the institution or extending such penalties to the former associate head coach individually.

Pursuant to Bylaw 19.9.8, the hearing panel prescribes the following additional penalties for Level III violations as they pertain to the tenure of the former head coach No. 2 for Louisville only:

(1) Louisville shall restrict participation of graduate assistant managers and other noncoaching staff members from participation in any on-court practices activities for 10 practices for men's basketball during the 2022-23 playing and practice season; and

(2) Louisville's men's basketball program shall be precluded from showing personalized recruiting videos to prospective student-athletes during the remainder of the 2022-23 recruiting calendar.

INDEPENDENT RESOLUTION PANEL
HEARING PANEL

David Benck, chief panel member
Jodi Balsam
Jeffrey Benz
Nona Lee
Tracy Porter

## APPENDIX ONE

Louisville did not self-impose penalties or corrective actions based on the acknowledged violations. However, in its response to the amended notice of allegations, Louisville detailed the employment actions it took as a result of violations acknowledged. In addition, Louisville took the following steps in response to the events described in its response:

- Implemented a reorganization in which the Office of Athletic Compliance now directly reports outside of athletics to the Vice-President for Risk Management, Audit and Compliance.

- Instituted ethics and leadership programming across the Athletics Department.

- Committed to conducting in-person rules education to the University's Board and other key stakeholders.

- Regularized its policy of conducting weekly admin/compliance check-in meetings with the men's basketball staff.

- Increased its monitoring of all complimentary admissions provided by student-athletes and coaches including monitoring use of sport staff personal tickets.

- Investigated and ultimately terminated the employment of four additional head coaches—Football, Cheer/Dance, Men's Tennis, and Women's Lacrosse—for failing to uphold the high standards of ethical conduct required.

Furthermore, at the hearing, the director of athletics summarized the various actions Louisville takes to ensure compliance within its athletics program. For example, he reiterates during meetings with staff and coaches at Louisville that they must work hard every day to create a culture of compliance and that he constantly reminds Louisville staff and coaches to know the rules and if there is any question at all, to ask questions to the Louisville compliance staff. Further, he regularly tells Louisville staff and sport administrators to make sure they are taking a proactive approach within each of Louisville's sports and Louisville's departments as it relates to compliance. The director of athletics stated that he is confident Louisville has created a model as to how NCAA compliance education and monitoring should take place within a collegiate athletics department. He maintained that Louisville increased the frequency of rules education for staff and coaches, and that every sport received monthly rules education from the Louisville compliance department. The president and director of athletics schedule biweekly meetings to discuss compliance concerns. The director of athletics schedules standing biweekly meetings with Louisville's vice presidents of human resources, risk management and chief legal counsel. The director of athletics emphasized that Louisville would continue to review its compliance policy to ensure Louisville is operating under best practices to create a culture of compliance.

# APPENDIX TWO

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

**Constitution 2.8.1 Responsibility of Institution (2017-18)**
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 2.8.1 Responsibility of Institution (2016-17 and 2017-18)**
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.

**Bylaw 10.01.1 Honesty and Sportsmanship (2017-18)**
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 (2016-17 and 2017-18)**
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 (2018-19)**
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 (2019-20)**

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 Condcut (2017-18)**

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 (2016-17 and 2017-18)**

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 11.01.7 Manager (2018-19 through 2020-21)**
Manager. [A] A manager is an individual who performs traditional managerial duties (e.g., equipment, laundry, hydration) and meets the following additional criteria: (Adopted: 1/16/10 effective 8/1/10, Revised: 4/29/10 effective 8/1/10, 8/7/14, 6/12/19)

(a) [A] The individual shall be a full-time undergraduate or graduate student (see Bylaws 14.2.2 and 14.2.2.1.5) at the institution for which the individual serves as a manager, except that during the individual's final semester or quarter of a degree program, the individual may be enrolled in less than a full-time program of studies, provided the individual is carrying (for credit) the courses necessary to complete the degree requirements;

(b) [A] The individual may participate in limited on-court or on-field activities during practice (e.g., assist with drills, throw batting practice) or competition (e.g., assist with warm-up activities) involving student-athletes on a regular basis;

(c) [A] The individual shall not provide instruction to student-athletes;

(d) [A] The individual shall not participate in countable athletically related activities (e.g., practice player) except as permitted in Bylaw 11.01.7-(b); and

(e) [A] In baseball, the individual shall forfeit any remaining eligibility in the sport at the institution at which the individual serves as a manager.

**Bylaw 11.1.1.1 Responsibility of Head (2017-18 through 2020-21)**
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 11.1.1.1 Responsibility of Head Coach (2016-17)**
An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall

promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach. (Adopted: 4/28/05, Revised: 10/30/12, 7/16/14)

**Bylaw 11.7.3 Noncoaching Staff Member with Sport-Specific Responsibilities (2018-19 through 2020-21)**

Noncoaching Staff Member with Sport-Specific Responsibilities. [A] A noncoaching staff member with sport-specific responsibilities (e.g., director of operations, administrative assistant) is prohibited from participating in on-court or on-field activities (e.g., assist with drills, throw batting practice, signal plays) and is prohibited from participating with or observing student-athletes in the staff member's sport who are engaged in nonorganized voluntary athletically related activities (e.g., pick-up games). (Adopted: 1/16/10, Revised: 1/18/14 effective 8/1/14)

**Bylaw 13.02.5.2 Evaluation Period (2015-16)**

An evaluation period is a period of time when it is permissible for authorized athletics department staff members to be involved in off-campus activities designed to assess the academic qualifications and playing ability of prospective student-athletes. No in-person, off-campus recruiting contacts shall be made with the prospective student-athlete during an evaluation period.[D] (Revised: 10/30/14)

**Bylaw 13.1.6.2.1 Additional Restrictions – Basketball (2016-17)**

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)

(a) In-person contact shall not be made with a prospective student-athlete or the prospective student-athlete's relatives or legal guardians 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 relatives or legal guardians 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 relatives or legal guardians, 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 (2017-18)**
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)

**13.2.1 General Regulation (2016-17 and 2017-18)**
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 (2017-18)**
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 (2016-17 and 2017-18)**
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 13.4.1.10-(b) Video/Audio Materials (2019-20 through 2020-21)**

13.4.1.10 Video/Audio Materials. An institution may produce video or audio materials to show to, play for or provide to a prospective student-athlete, subject to the following provisions: [D] (Adopted: 1/11/94 effective 8/1/94, Revised: 1/9/96 effective 8/1/96, 12/12/06, 1/8/07, 1/16/10, 3/29/10, 4/28/11 effective 8/1/11, 6/13/11, 1/18/14 effective 8/1/14, 4/25/18 effective 8/1/18)

(a) The video/audio material may be posted to the institution's website;

(b) The video/audio material may not be personalized to include a prospective student-athlete's name, picture or likeness;

(c) The video/audio material may not be created by an entity outside the institution; and

(d) The video/audio material may only be provided to a prospective student-athlete via electronic correspondence, except as provided in Bylaw 13.4.1.10.1.

**Bylaw 13.4.1.4 Exception -- Electronic Correspondence in Conjunction With an Unofficial Visit (2018-19 through 2020-21)**

Exception -- Electronic Correspondence in Conjunction With an Unofficial Visit. Electronic correspondence may be sent to a prospective student-athlete (or those individuals accompanying the prospective student-athlete) beginning the day immediately preceding the unofficial visit until the conclusion of the visit. If otherwise impermissible correspondence occurs under this exception and a scheduled unofficial visit is canceled due to circumstances beyond the control of the prospective student-athlete or the institution (e.g., trip is canceled by the prospective student-athlete, inclement weather conditions), such correspondence shall not be considered institutional violations. (Adopted: 4/26/17 effective 8/1/17, Revised: 1/23/19)

**Bylaw 13.4.1.4 Exception -- Electronic Correspondence in Conjunction With an Unofficial Visit (2017-18 through 2020-21)**

Exception -- Electronic Correspondence in Conjunction With an Unofficial Visit. Electronic correspondence may be sent to a prospective student-athlete (or those individuals accompanying the prospective student-athlete) beginning the day immediately preceding the unofficial visit until the conclusion of the visit. If otherwise impermissible correspondence occurs under this exception and a scheduled unofficial visit is canceled due to circumstances beyond the control of the prospective student-athlete or the institution (e.g., trip is canceled by the prospective student-athlete, inclement weather conditions), such correspondence shall not be considered institutional violations. However, the institution shall submit a report to the conference office noting the cancellation of the unofficial visit and the reasons for such cancellation. (Adopted: 4/26/17 effective 8/1/17)

**Bylaw 13.4.1.5 Exception -- Electronic Correspondence in Conjunction With an Unofficial Visit (2018-19 through 2020-21)**

Exception -- Electronic Correspondence in Conjunction With an Unofficial Visit. Electronic correspondence may be sent to a prospective student-athlete (or those individuals accompanying the prospective student-athlete) beginning the day immediately preceding the unofficial visit until the conclusion of the visit. If otherwise impermissible correspondence occurs under this exception and a scheduled unofficial visit is canceled due to circumstances beyond the control of the prospective student-athlete or the institution (e.g., trip is canceled by the prospective student-athlete, inclement weather conditions), such correspondence shall not be considered institutional violations. (Adopted: 4/26/17 effective 8/1/17, Revised: 1/23/19)

**Bylaw 13.4.1.5 Printed Recruiting Materials (2018-19 through 2020-21)**

Printed Recruiting Materials. As specified below, an institution may provide only the following printed materials to a prospective student-athlete, his or her family members, coaches or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved: [D] (Adopted: 4/28/05 effective 8/1/05, Revised: 3/8/06, 5/25/06, 12/12/06, 1/8/07 effective 8/1/07, 4/14/08, 4/15/08, 4/24/08 effective 8/1/08, 9/24/09, 4/29/10 effective 8/1/10, 5/27/11, 1/18/14 effective 8/1/14, 4/25/18, 1/23/19)

(a) General Correspondence. There are no restrictions on the design or content of general correspondence and attachments, except that the size of the printed material may not exceed 8 ½ by 11 inches when opened in full. There are no restrictions on the design or content of an envelope used to send general correspondence and attachments, except that the size of the envelope may not exceed 9 by 12 inches.

(b) Camp or Clinic Information. Camp or clinic information may be provided at any time. (See Bylaw 12.5.1.6.)

(c) Questionnaires. An institution may provide questionnaires at any time.

(d) Nonathletics Institutional Publications. An institution may provide nonathletics institutional publications (e.g., official academic, admissions and student-services publications published by the institution) available to all students at any time.

(e) Educational Material Published by the NCAA. Educational material published by the NCAA (e.g., NCAA Guide for the College-Bound Student-Athlete) may be provided at any time.

(f) Pre-enrollment Information. An institution may provide any necessary pre-enrollment information regarding orientation, conditioning, academics and practice activities to a prospective student-athlete, provided he or she has signed a National Letter of Intent or institutional financial aid agreement, or has been officially accepted for enrollment.

**Bylaw 13.4.1.5 Printed Recruiting Materials (2017-18 through 2018-19)**

Printed Recruiting Materials. As specified below, an institution may provide only the following printed materials to a prospective student-athlete, his or her family members, coaches or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved: [D] (Adopted: 4/28/05 effective 8/1/05, Revised: 3/8/06, 5/25/06, 12/12/06, 1/8/07 effective 8/1/07, 4/14/08, 4/15/08, 4/24/08 effective 8/1/08, 9/24/09, 4/29/10 effective 8/1/10, 5/27/11, 1/18/14 effective 8/1/14, 4/25/18)

(a) General Correspondence. There are no restrictions on the design or content of general correspondence and attachments, except that the size of the printed material may not exceed 8 ½ by 11 inches when opened in full. There are no restrictions on the design or content of an envelope used to send general correspondence and attachments, except that the size of the envelope may not exceed 9 by 12 inches.

(b) Camp or Clinic Information. Camp or clinic information may be provided at any time. (See Bylaw 12.5.1.6.)

(c) Questionnaires. An institution may provide questionnaires at any time.

(d) Nonathletics Institutional Publications. An institution may provide nonathletics institutional publications (e.g., official academic, admissions and student-services publications published by the institution) available to all students at any time.

(e) Educational Material Published by the NCAA. Educational material published by the NCAA (e.g., NCAA Guide for the College-Bound Student-Athlete) may be provided at any time.

**Bylaw 13.4.1.5 Printed Recruiting Materials (2018-19 through 2020-21)**

Printed Recruiting Materials. As specified below, an institution may provide only the following printed materials to a prospective student-athlete, his or her family members, coaches or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved: [D] (Adopted: 4/28/05 effective 8/1/05, Revised: 3/8/06, 5/25/06, 12/12/06, 1/8/07 effective 8/1/07, 4/14/08, 4/15/08, 4/24/08 effective 8/1/08, 9/24/09, 4/29/10 effective 8/1/10, 5/27/11, 1/18/14 effective 8/1/14, 4/25/18, 1/23/19)

(a) General Correspondence. There are no restrictions on the design or content of general correspondence and attachments, except that the size of the printed material may not exceed 8 ½ by 11 inches when opened in full. There are no restrictions on the design or content of an envelope used to send general correspondence and attachments, except that the size of the envelope may not exceed 9 by 12 inches.

(b) Camp or Clinic Information. Camp or clinic information may be provided at any time. (See Bylaw 12.5.1.6.)

(c) Questionnaires. An institution may provide questionnaires at any time.

(d) Nonathletics Institutional Publications. An institution may provide nonathletics institutional publications (e.g., official academic, admissions and student-services publications published by the institution) available to all students at any time.

(e) Educational Material Published by the NCAA. Educational material published by the NCAA (e.g., NCAA Guide for the College-Bound Student-Athlete) may be provided at any time.

(f) Pre-enrollment Information. An institution may provide any necessary pre-enrollment information regarding orientation, conditioning, academics and practice activities to a prospective student-athlete, provided he or she has signed a National Letter of Intent or institutional financial aid agreement, or has been officially accepted for enrollment.

**Bylaw 13.4.1.5 Printed Recruiting Materials (2017-18 through 2018-19)**

Printed Recruiting Materials. As specified below, an institution may provide only the following printed materials to a prospective student-athlete, his or her family members, coaches or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved: [D] (Adopted: 4/28/05 effective 8/1/05, Revised: 3/8/06, 5/25/06, 12/12/06, 1/8/07 effective 8/1/07, 4/14/08, 4/15/08, 4/24/08 effective 8/1/08, 9/24/09, 4/29/10 effective 8/1/10, 5/27/11, 1/18/14 effective 8/1/14, 4/25/18)

(a) General Correspondence. There are no restrictions on the design or content of general correspondence and attachments, except that the size of the printed material may not exceed 8 ½ by 11 inches when opened in full. There are no restrictions on the design or content of an envelope used to send general correspondence and attachments, except that the size of the envelope may not exceed 9 by 12 inches.

(b) Camp or Clinic Information. Camp or clinic information may be provided at any time. (See Bylaw 12.5.1.6.)

(c) Questionnaires. An institution may provide questionnaires at any time.

(d) Nonathletics Institutional Publications. An institution may provide nonathletics institutional publications (e.g., official academic, admissions and student-services publications published by the institution) available to all students at any time.

(e) Educational Material Published by the NCAA. Educational material published by the NCAA (e.g., NCAA Guide for the College-Bound Student-Athlete) may be provided at any time.

**Bylaw 13.4.1.6 Printed Recruiting Materials (2019-20 through 2020-21)**

Printed Recruiting Materials. As specified below, an institution may provide only the following printed materials to a prospective student-athlete, the prospective student-athlete's family members, coaches or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved: [D] (Adopted: 4/28/05 effective 8/1/05, Revised: 3/8/06, 5/25/06, 12/12/06, 1/8/07 effective 8/1/07, 4/14/08, 4/15/08, 4/24/08 effective 8/1/08, 9/24/09, 4/29/10 effective 8/1/10, 5/27/11, 1/18/14 effective 8/1/14, 4/25/18, 1/23/19)

(a) General Correspondence. There are no restrictions on the design or content of general correspondence and attachments, except that the size of the printed material may not exceed 8½ by 11 inches when opened in full. There are no restrictions on the design or content of an envelope used to send general correspondence and attachments, except that the size of the envelope may not exceed 9 by 12 inches.

(b) Camp or Clinic Information. Camp or clinic information may be provided at any time. (See Bylaw 12.5.1.6.)

(c) Questionnaires. An institution may provide questionnaires at any time.

(d) Nonathletics Institutional Publications. An institution may provide nonathletics institutional publications (e.g., official academic, admissions and student-services publications published by the institution) available to all students at any time.

(e) Educational Material Published by the NCAA. Educational material published by the NCAA (e.g., NCAA Guide for the College-Bound Student-Athlete) may be provided at any time.

(f) Preenrollment Information. An institution may provide any necessary preenrollment information regarding orientation, conditioning, academics and practice activities to a prospective student-athlete, provided prospective student-athlete has signed a National Letter of Intent or institutional financial aid agreement, or has been officially accepted for enrollment.

**Bylaw 13.4.1.8 Responding to Prospective Student-Athlete's Request (2017-18 through 2020-21)**

Responding to Prospective Student-Athlete's Request. Institutional staff members (including athletics staff members) may respond to a prospective student-athlete's letter or electronic correspondence requesting information from an institution's athletics department prior to the permissible date on which an institution may begin to provide recruiting materials to a prospective student-athlete, provided the written response does not include information that would initiate the recruitment of the prospective student-athlete or information related to the institution's athletics program (e.g., the reply contains an explanation of current NCAA legislation or a referral to the admissions department). An electronic reply must be a permissible form of electronic correspondence. [D] (Revised: 5/26/06, 4/20/11, 1/18/14 effective 8/1/14)

**Bylaw 13.4.1.9 Responding to Prospective Student-Athlete's Request (2018-19 through 2020-21)**

Responding to Prospective Student-Athlete's Request. Institutional staff members (including athletics staff members) may respond to a prospective student-athlete's letter or electronic correspondence requesting information from an institution's athletics department prior to the permissible date on which an institution may begin to provide recruiting materials to a prospective student-athlete, provided the written response does not include information that would initiate the recruitment of the prospective student-athlete or information related to the institution's athletics program (e.g., the reply contains an explanation of current NCAA legislation or a referral to the admissions department). An electronic reply must be a permissible form of electronic correspondence. [D] (Revised: 5/26/06, 4/20/11, 1/18/14 effective 8/1/14)

**Bylaw 13.4.1.9 Video/Audio Materials (2017-18)**

Video/Audio Materials. An institution may not produce video or audio materials to show to, play for or provide to a prospective student-athlete except as specified in this section. Permissible video or audio material may only be provided to a prospective student-athlete via permissible electronic correspondence, except as provided in Bylaw 13.4.1.9.4. [D] (Adopted: 1/11/94 effective 8/1/94, Revised: 1/9/96 effective 8/1/96, 12/12/06, 1/8/07, 1/16/10, 3/29/10, 4/28/11 effective 8/1/11, 6/13/11, 1/18/14 effective 8/1/14)

**Bylaw 13.4.1.9-(b) Video/Audio Materials (2018-19)**

Video/Audio Materials. An institution may produce video or audio materials to show to, play for or provide to a prospective student-athlete, subject to the following provisions: [D] (Adopted: 1/11/94 effective 8/1/94, Revised: 1/9/96 effective 8/1/96, 12/12/06, 1/8/07, 1/16/10, 3/29/10, 4/28/11 effective 8/1/11, 6/13/11, 1/18/14 effective 8/1/14, 4/25/18 effective 8/1/18)

(a) The video/audio material may be posted to the institution's website;

(b) The video/audio material may not be personalized to include a prospective student-athlete's name, picture or likeness;

(c) The video/audio material may not be created by an entity outside the institution; and

(d) The video/audio material may only be provided to a prospective student-athlete via electronic correspondence, except as provided in Bylaw 13.4.1.10.1.

**Bylaw 13.4.1.9.2 Material Not Created for Recruiting Purposes (2017-18)**

An institution may produce video or audio material to show to, play for or provide to a prospective student-athlete, provided such material includes only general information related to an institution or its athletics programs and is not created for recruiting purposes. [D] (Adopted: 1/16/10, Revised: 3/29/10)

**Bylaw 13.5.3 Transportation on Unofficial Visit (2017-18)**
During any unofficial recruiting visit, the institution may provide the prospective student-athlete with transportation to view practice and competition sites in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility. An institutional staff member must accompany the prospective student-athlete during such a trip. Payment of any other transportation expenses, shall be considered a violation.[R] (Revised: 1/11/89, 4/27/00, 3/10/04, 4/28/05, 1/9/06 effective 8/1/06, 4/27/06)

**Bylaw 13.5.3 Transportation on Unofficial Visit (2016-17 and 2017-18)**
During any unofficial recruiting visit, the institution may provide the prospective student-athlete with transportation to view practice and competition sites in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility. An institutional staff member must accompany the prospective student-athlete during such a trip. Payment of any other transportation expenses, shall be considered a violation.[R] (Revised: 1/11/89, 4/27/00, 3/10/04, 4/28/05, 1/9/06 effective 8/1/06, 4/27/06)

**Bylaw 13.6.7.9 Activities During Official Visit (2017-18 through 2020-21)**
Activities During Official Visit. An institution may not arrange miscellaneous, personalized recruiting aids (e.g., personalized jerseys, personalized audio/video scoreboard presentations) and may not permit a prospective student-athlete to engage in any game-day simulations (e.g., running onto the field with the team during pregame introductions) during an official visit. Personalized recruiting aids include any decorative items and special additions to any location outside of athletics facilities the prospective student-athlete will visit (e.g., hotel room, dorm room, student union) regardless of whether the items include the prospective student-athlete's name or picture. An institution may decorate common areas in athletics facilities (e.g., lobby, coach's office, suite in arena) for an official visit, provided the decorations are not personalized and the common areas are not accessible or visible to the general public while decorated. (Adopted: 8/5/04, Revised: 5/14/05, 4/25/18 effective 8/1/18)

**Bylaw 13.6.7.9 Activities During Official Visit (2017-18 through 2020-21)**
Activities During Official Visit. An institution may not arrange miscellaneous, personalized recruiting aids (e.g., personalized jerseys, personalized audio/video scoreboard presentations) and may not permit a prospective student-athlete to engage in any game-day simulations (e.g., running onto the field with the team during pregame introductions) during an official visit. Personalized recruiting aids include any decorative items and special additions to any location the prospective student-athlete will visit (e.g., hotel room, locker room, coach's office, conference room, arena) regardless of whether the items include the prospective student-athlete's name or picture. (Adopted: 8/5/04, Revised: 5/14/05)

**Bylaw 13.7.4 Activities During Unofficial Visit (2018-19 through 2020-21)**
Activities During Unofficial Visit. An institution may not arrange miscellaneous, personalized recruiting aids (e.g., personalized jerseys, personalized audio/video scoreboard presentations) and may not permit a prospective student-athlete to engage in any game-day simulations (e.g., running onto the field with the team during pregame introductions) during an unofficial visit. Personalized recruiting aids include any decorative items and special additions to any location outside of athletics facilities the prospective student-athlete will visit (e.g., hotel room, dorm room, student union) regardless of whether the items include the prospective student-athlete's name or picture. An institution may decorate common areas in athletics facilities (e.g., lobby, coach's office, suite in arena) for an unofficial visit, provided the decorations are not personalized and the common areas are not accessible or visible to the general public while decorated. (Adopted: 8/5/04, Revised: 5/14/05, 4/27/06, 4/25/18 effective 8/1/18)

**Bylaw 13.7.4 Activities During Unofficial Visit (2018-19 through 2020-21)**
Activities During Unofficial Visit. An institution may not arrange miscellaneous, personalized recruiting aids (e.g., personalized jerseys, personalized audio/video scoreboard presentations) and may not permit a prospective student-athlete to engage in any game-day simulations (e.g., running onto the field with the team during pregame introductions) during an unofficial visit. Personalized recruiting aids include any decorative items and special additions to any location the prospective student-athlete will visit (e.g., hotel room, locker room, coach's office, conference room, arena) regardless of whether the items include the prospective student-athlete's name or picture. (Adopted: 8/5/04, Revised: 5/14/05, 4/27/06)

**Bylaw 13.8.2 Material Benefits (2017-18)**
Arrangements by an institution that involve a material benefit for a high school, preparatory school or two-year college coach, or for any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved, (e.g., the provision of a gift such as a tangible item bearing the institution's insignia, the offer to pay a portion of the coach's or other individual's personal expenses, compensation based on the number of campers sent to an institution's camp, or an arrangement to provide transportation for the coach or other individual) are prohibited.[D] (Revised: 8/5/04, 10/30/14)

**Bylaw 13.8.2 Material Benefits (2016-17 and 2017-18)**
Arrangements by an institution that involve a material benefit for a high school, preparatory school or two-year college coach, or for any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved, (e.g., the provision of a gift such as a tangible item bearing the institution's insignia, the offer to pay a portion of the coach's or other individual's personal expenses, compensation based on the number of campers sent to an institution's camp, or an arrangement to provide transportation for the coach or other individual) are prohibited.[D] (Revised: 8/5/04, 10/30/14)

**Bylaw 16.11.2.1 General Rule (2017-18)**
The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.[R] (Revised: 1/19/13 effective 8/1/13)

**Bylaw 16.11.2.1 General Rule (2016-17 and 2017-18)**
The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.[R] (Revised: 1/19/13 effective 8/1/13)

**Bylaw 19.2.3 Responsibility to Cooperate (2018-19)**
Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objectives of the Association and its infractions program. The responsibility to cooperate requires institutions and individuals to protect the integrity of investigations and to make a full and complete disclosure of any relevant information, including any information requested by the enforcement staff or relevant committees. Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to report instances of noncompliance to the Association in a timely manner and assist in developing full information to determine whether a possible violation has occurred and the details thereof. (Adopted: 11/1/07 effective 8/1/08, Revised: 10/30/12 effective 8/1/13, 7/31/14)

**Bylaw 19.2.3 Responsibility to Cooperate (2019-20)**

Current and former institutional staff members, and prospective and enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Complex Case Unit, the Committee on Infractions, the Independent Resolution Panel and the Infractions Appeals Committee to further the objectives of the Association and its infractions program, including the independent accountability resolution process. Full cooperation includes, but is not limited to: (Adopted: 11/1/07 effective 8/1/08, Revised: 10/30/12 effective 8/1/13, 7/31/14, 8/8/18 effective 8/1/19, 8/8/18, 12/20/18, 1/23/19)

(a) Affirmatively reporting instances of noncompliance to the Association in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;

(b) Timely participation in interviews and providing complete and truthful responses;

(c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;

(d) Disclosing and providing access to all electronic devices used in any way for business purposes;

(e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation;

(f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions; and

(g) Instructing legal counsel and/or other representatives to also cooperate fully.