



**UNIVERSITY OF SOUTHERN CALIFORNIA
PUBLIC INFRACTIONS DECISION
April 15, 2021**

I. INTRODUCTION

The NCAA Division I Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division I membership and public. The COI decides infractions cases involving member institutions and their staffs.¹ The conduct at issue in this case was related to a broader scheme that involved money and influence at the intersection of collegiate and professional basketball. The scheme resulted in the arrest and prosecution of multiple individuals—including college basketball coaches—on conspiracy and bribery charges and led to significant reforms to strengthen the NCAA Collegiate Model.² This case centered on the conduct of the former associate head men's basketball coach at the University of Southern California (USC) whose involvement in the scheme ended in his arrest and subsequent guilty plea.³ The case also involved allegations related to the associate head coach's truthfulness during the NCAA investigation. The panel determines that those violations were not demonstrated.

With respect to the bribery scheme, the violation in this case stemmed from one meeting in July 2017 between the associate head coach and representatives from the business management company. The business management company, which represented professional athletes, was an emerging business seeking to identify new talent to represent. Although other conversations and meetings occurring before and after the July 2017 meeting provide additional context about the associate head coach's involvement in the broader scheme, the violation occurred when the associate head coach accepted money in exchange for agreeing to direct USC men's basketball student-athletes to the management company.

¹ Infractions cases are decided by hearing panels comprised of COI members. Decisions issued by hearing panels are made on behalf of the COI.

² In August 2018, the NCAA Board of Governors and the Division I Board of Directors adopted a series of significant policy and legislative changes based on the recommendations of the Commission on College Basketball. NCAA leaders announced that these changes would accomplish the following: (1) provide college basketball players more freedom and flexibility to decide their future; (2) minimize the leverage of outside influences on high school recruits and college athletes; (3) add independent voices in the areas of policymaking, investigations and case resolution; and (4) strengthen accountability and deter rule-breaking with harsher penalties for those who violate the rules.

³ Although related to a broader scheme, the COI decided this case based solely on the facts and circumstances surrounding the conduct of the associate head coach during his employment at USC. A member of the Pacific-12, USC has a total enrollment of approximately 48,500 students. It sponsors nine men's and 12 women's sports. This is the institution's seventh Level I, Level II or major case. USC had previous cases in 2010 (football, men's basketball and women's tennis); 2001 (football and women's swimming); 1986 (football); 1982 (football); 1959 (football); 1957 (football).

During the July 2017 meeting, the associate head coach touted the talent and professional potential of current and prospective USC men's basketball student-athletes. Among those other comments, he identified a high-profile prospect who was, at the time, on his official visit at USC. The associate head coach stated, "If he's at USC...you will meet him first day on campus. This is the type of dude that, you get him, everybody will follow." The associate head coach also indicated that he could steer student-athletes to the business management company. He informed the group that he could tell some student-athletes what to do, but that they would have to work a little harder to secure others. For those student-athletes in the latter group, he represented that he would still have a heavy influence over their choices. The associate head coach admitted that he received money at the conclusion of the meeting.

This associate head coach's acceptance of money from representatives of a business management company in exchange for facilitating USC student-athletes to retain the services of the company violated NCAA ethical conduct legislation. His conduct also violated limitations on athletics staff members' involvement in representing individuals in marketing their athletics ability. The associate head coach and USC agreed that the conduct established Level I violations for both parties. USC acknowledged that it acts through its employees and is therefore held accountable at the same level.

Following his separation from USC, and after he pleaded guilty to participating in the bribery scheme in a separate criminal process, the associate head coach participated in the NCAA enforcement staff's investigation. The panel concludes that based on the facts and circumstances here, the associate head coach met his obligation to cooperate. He participated in an interview with the enforcement staff, submitted a response to the notice of allegations (NOA) and actively participated in the infractions hearing. At times, the associate head coach's account and explanation around some facts and circumstances differed from the enforcement staff's interpretation of the same events. The panel, however, does not determine that those differences demonstrate an additional unethical conduct violation or a failure to cooperate violation. The infractions process is aided by the participation of those with knowledge of the conduct at issue—particularly those who were involved in the violations. In this case, the associate head coach's conduct is distinguishable from other involved individuals who refused to meet their obligation to participate in the infractions process.

The panel classifies this case as Level I-Mitigated for USC and Level I-Standard for the associate head coach. Utilizing the current penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: two years of probation; a fine of \$5,000 plus one percent of the men's basketball budget; scholarship reductions; recruiting restrictions; and a three-year show-cause order for the associate head coach.

II. CASE HISTORY

The events at the center of this case came to light on September 26, 2017, when FBI agents arrested USC's former associate head men's basketball coach (associate head coach) in connection

with an indictment and federal criminal complaint filed in the United States District Court for the Southern District of New York (SDNY).⁴ The complaint alleged that an individual who was associated with a professional sports agent (agent associate) participated in a scheme whereby he and others paid bribes to men's basketball coaches employed by NCAA Division I institutions.⁵ Among other allegations, Count One specifically alleged that in July 2017, the associate head coach met with the agent associate and representatives from his management company in Las Vegas, Nevada. The indictment alleged that the associate head coach discussed directing student-athletes to retain the services of the management company and, after the meeting, the agent associate paid the associate head coach a cash bribe.

On September 26, 2017, the associate head coach was arrested. That same day, USC placed the associate head coach on administrative leave and contacted the enforcement staff. So as not to interfere the ongoing federal prosecution, the enforcement staff did not actively investigate the matter from fall 2017 through spring 2019. During that time, however, the institution conducted internal reviews of student-athletes' eligibility and conducted limited investigative work. The enforcement staff assisted where permitted and remained in regular contact with USC.

Throughout 2018, USC took personnel and other actions to address the conduct. Specifically, on January 25, 2018, USC terminated the associate head coach, and on October 10, 2018, USC self-imposed scholarship reductions and reduced recruiting opportunities.⁶ On January 2, 2019, the associate head coach pleaded guilty to conspiracy to commit bribery. On May 8, 2019, following a jury trial, the agent associate was convicted of paying bribes.

The enforcement staff issued a written notice of inquiry to USC on October 17, 2019, and the investigation ensued with the enforcement staff issuing NOAs to USC and the associate head coach on December 13, 2019. On two occasions the associate head coach requested an extension to submit his response to the NOA. Following the extensions, USC and the associate head coach submitted timely responses on April 20, 2020. On June 15, 2020, the enforcement staff amended the NOA, striking references to supplemental pay allegations.⁷ The following day, the

⁴ The enforcement staff referred to the associate head coach as an "assistant coach" in the allegations. In the record, he is repeatedly identified as the associate head coach. Further, at the infractions hearing, the head men's basketball coach referred to him as the associate head coach. Thus, for purposes this infractions decision, the panel refers to him as the associate head coach.

⁵ Based on the facts and circumstances at the time, and for ease of reference, the panel identifies this individual as an "agent associate." However, the panel makes no determination as to whether this individual qualified as an advisor, agent, runner or booster under NCAA legislation because that question was not before the panel in this case.

⁶ Earlier, USC ceased recruiting a prospective student-athlete potentially involved in the underlying conduct and withheld a current USC student-athlete for the entire 2017-18 men's basketball season.

⁷ The enforcement staff amended the December 13, 2019, NOA following interpretive guidance contained in the COI's *Oklahoma State University* (2019) infractions decision. Based on that decision, the enforcement staff struck references to potential supplemental pay violations. Later, and at the request of the COI member designated to address all issues associated with SDNY-related infractions cases, the enforcement staff also confirmed that all remaining allegations were consistent with current interpretive guidance.

enforcement staff submitted its written reply. The parties continued to work collaboratively and submitted stipulated facts on December 1, 2020. Both USC and the associate head coach submitted supplemental responses on December 16 and 22, 2020, respectively.

The panel originally scheduled a hearing to be held via videoconference on January 22, 2021. However, circumstances related to COVID-19 delayed the hearing for one month. The panel held a videoconference hearing on February 22, 2021.⁸

III. FINDINGS OF FACT

The facts giving rise to this case are largely agreed upon. They originate from the associate head coach's friendship with the agent associate and his involvement in the agent associate's emerging business management company. The case centers on a singular meeting on or around July 28, 2017, in Las Vegas, Nevada, between the associate head coach, the agent associate and representatives of his management company. Although events and conversations before and after the meeting provide further context around the overall bribery scheme and the associate head coach's involvement in the scheme, the July meeting is the critical event.

The associate head coach grew up in Los Angeles, California, and was a basketball star in high school. He went on to play elite-level Division I college basketball and also played professionally in the United States and overseas. He began coaching college basketball in 2011. In 2013, USC hired him as an assistant coach. He was promoted to associate head coach the following year. Around that time, he was also drawing interest and offers from other universities.

The associate head coach knew the agent associate for about a decade and considered him a friend. They communicated and interacted regularly. After previously working for a well-known sports agent, the agent associate formed his own business management company in June 2017. Part of the management company's business model included partnering with notable college coaches who could identify and steer potential clients to sign with the company. The management company intended to leverage the agent associate's existing connections and relationships with college basketball coaches. As part of the plan, the management company intended to pay some, but not all, of the coaches in exchange for steering players to sign with the management company. Although at times the agent associate questioned the model, he also developed a list of coaches and identified which coaches to pay. Eager to begin making introductions, the management company targeted setting meetings for late July 2017 in Las Vegas because, as the agent associate explained on federal surveillance when the group met to officially launch the management company, "every coach in the country is there" recruiting AAU basketball tournaments. The agent

⁸ The panel appreciates the parties' professionalism and participation in the videoconference. Although the COI has historically held in-person hearings for contested cases, Bylaw 19.7.7 contemplates the use of videoconference to resolve most infractions cases. The COI has previously utilized videoconference as a mode for infractions cases, and the circumstances related to the COVID-19 pandemic necessitate the use of videoconference to resolve pending matters. Among other recent hearings, this case serves as an example for how active infractions cases can be resolved in a fair and efficient manner through videoconferencing.

associate recommended meeting with one coach at a time to make each feel special and so they would not know about each other.

The agent associate previously provided others in the management company with a list of coaches with whom he had existing relationships. On that list, he identified the associate head coach as a "superstar." Further, in early July, the agent associate and another member of the scheme who worked for an apparel company (apparel representative) discussed potential coaches that they should introduce to the management company. In that conversation, which was recorded as part of the government's investigation, the agent associate identified the associate head coach as one of the coaches to meet with in Las Vegas. He also informed the apparel representative that he had already talked to the associate head coach about it.

In July 2017, the associate head coach traveled to Las Vegas, Nevada, on a recruiting trip. In the days leading up to the trip, the agent associate texted the associate head coach and asked him if he could meet. The associate head coach agreed. The evening prior to the meeting, the agent associate and representatives from the management company planned for the upcoming meetings. The government recorded the meeting as part of its investigation. Among other logistics, they also discussed which coaches would receive money. The agent associate identified "USC" as one of the coaches who would "need something."

On or around July 28, 2017, the associate head coach met with the agent associate and other representatives of the management company in a suite at a Las Vegas hotel. The government also recorded this meeting. During the meeting, representatives of the management company expressed their interest in securing future clients. Similarly, the associate head coach discussed high profile prospects and student-athletes associated with USC. He touted his ability to connect the management company with some of these potential clients and his influence over others—specifically the ability to tell them what to do.

The associate head coach informed the group that the potential number one pick in the NBA draft was on an official visit at USC the day before and the day of the meeting. He went on to say, "if he's at USC, you can – you will meet him first day on campus. This is the type of dude that, if you get him, everybody will follow." He also told the group that while he could tell some players what to do, they would have to work a little harder to secure others. In all events, however, he assured the group that he would have a heavy influence over the players' decisions.

At the end of the meeting, a representative from the management company placed \$13,000 on the table. The agent associate picked up the money and he and the associate head coach left the room. In his plea agreement, the associate head coach admitted that after they left the room, he accepted \$4,100.

Over the next month, the agent associate began to roll out the business model, continued to communicate with the associate head coach, and facilitated a second meeting between the associate head coach, representatives of the management company and himself. In mid-August 2017, the agent associate sent a text message to one of the representatives of the management company

laying out a series of payments to be made between then and October 1, 2017. A few days later, when discussing the business plan with the representative over the phone, the agent associate explained they would need to pay \$4,000 to the father of a USC prospect and then payments of \$2,000 per month beginning in October. He also explained that in September they would need to pay \$5,000 to the uncle of a USC men's basketball student-athlete. He further explained that both were connected to the associate head coach.

A few days later, the agent associate texted the associate head coach to find out if he would be in Los Angeles on August 31, 2017, because he was coming to town with representatives of the management company and wanted to set up a meeting. The associate head coach confirmed that he would be in town. On the day of the meeting, the two talked via text message and over the phone. Generally, the text messages related to meeting logistics and timing, while the phone call covered the substance of the meeting. The government recorded the communications as part of its investigation. On the phone, the agent associate informed the associate head coach that the representatives wanted to meet about the "bread" they would have to give to the USC prospect and a current USC men's basketball student-athlete.⁹

The associate head coach met the agent associate and representatives of the management company at a restaurant near the USC men's basketball arena. That meeting, like the July 2017 meeting in Las Vegas, was also recorded by the government. During the meeting, the representatives informed the associate head coach that they met with the father of a USC prospect the day before and intended to meet with the current USC men's basketball student-athlete's parents, too. The associate head coach reiterated that he had the ability to tell some individuals what to do but would have to push others. Specifically, he promoted his ability to "definitely get the players and put them in the lap of you guys." Finally, he described the opportunity as a "gold mine" based on being in Los Angeles, a hotspot for basketball, and the group's access to potential players. He further explained that he previously had similar opportunities like this before but they had never been this clean. The associate head coach never reported these meetings to anyone at USC.

Approximately three weeks later, the associate head coach and agent associate were among a group of individuals arrested in connection with the government's investigation. As part of that process, the associate head coach pleaded guilty to his involvement in the bribery scheme. On January 2, 2019, the associate head coach entered his plea and stated:

Specifically, I agreed to receive payments in exchange for directing basketball players from the University of Southern California...to retain the services of certain financial advisors and business managers.... In furtherance of this conspiracy, on July 29, 2017, I met with others in Las Vegas, Nevada, to discuss my participation in the scheme and received a payment of \$4,100. I knew my conduct was wrong.¹⁰

⁹ "Bread" is a slang term for cash or money.

¹⁰ Pursuant to NCAA Bylaw 19.7.8.3.1, the facts established through the associate head coach's plea agreement are accepted as true and cannot be challenged in the infractions process.

As part of his separate criminal sentencing process, the federal government did not dispute the associate head coach's assertion that he was the "least culpable defendant" charged in the government's case.

After the conclusion of the criminal process, the associate head coach participated in the enforcement staff's investigation into potential NCAA rules violations. As part of the investigation, the associate head coach participated in a three-and-one-half hour interview with the enforcement staff. During the interview, the associate head coach answered questions and provided context about his relationship with the agent associate and involvement with the agent associate's management company. In some circumstances, the associate head coach's explanations differed from the enforcement staff's interpretation of the factual information developed as part of its investigation. The main differences included the associate head coach's assertion that, at the time of the events, he did not believe he was entering into a formal agreement with the management company. In support of his positions, the associate head coach repeatedly referenced additional information—including surveillance footage—that was allegedly part of the criminal investigation. That information, however, was never made publicly available nor was it developed as part of the NCAA investigation.

Finally, during the interview and again at the infractions hearing, the associate head coach discussed personal circumstances around his plea agreement. Notably, the associate head coach believed he may have received slightly less money than represented in his plea agreement.

IV. ANALYSIS

The violations in this case involve unethical conduct resulting from the associate head coach's participation in a bribery scheme. The conduct resulted in Level I violations for both USC and the associate head coach.

UNETHICAL CONDUCT AND REPRESENTING AN INDIVIDUAL IN MARKETING ATHLETICS ABILITY OR REPUTATION. [NCAA Division I Manual Bylaws 10.01.1, 10.1. 10.1-(d) and 11.1.3 (2016-17 through 2017-18)]

The associate head coach attended a meeting with the agent associate and representatives of the agent associate's new business management company. At the meeting, the associate head coach discussed his ability to steer men's basketball student-athletes to retain the services of the management company. In doing so, he represented prospective and current student-athletes in marketing their skills to the management company. At the conclusion of the meeting, he accepted bribe money. USC and the associate head coach agreed that the conduct occurred and established Level I violations. The panel agrees. The panel concludes that the violations occurred, and they are Level I for both USC and the associate head coach.

1. NCAA legislation relating to unethical conduct and representing individuals in marketing athletics ability or reputation.

The applicable portions of the bylaws may be found at Appendix Two.

2. The associate head coach violated legislation related to ethical conduct and representation when he accepted cash bribes in exchange for agreeing to direct USC basketball players to a business management company.

Beginning in late July 2017 and continuing through his arrest on September 2017, the associate head coach participated in a scheme to direct USC men's basketball prospects and student-athletes to a business management company led by his friend, the agent associate. The agreement originated during a meeting with the agent associate and representatives of his newly formed management company where the associate head coach represented his ability to direct student-athletes to the management company. The associate head coach accepted bribe money at the conclusion of the meeting. The associate head coach's conduct resulted in Level I violations of Bylaws 10 and 11.

Bylaw 10 governs ethical conduct in collegiate athletics, with Bylaw 10.01.1 generally requiring student-athletes and athletics staff to act with honesty and sportsmanship at all times. Bylaw 10.1 identifies several categories of unethical conduct, including the receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor, or representative of an agent or financial advisor.¹¹ Bylaw 11 governs the conduct of athletics personnel. Under Bylaw 11.1.3, athletics department staff members are prohibited from representing, either directly or indirectly, any individual in the marketing of their athletics ability or reputation to an agent, and from accepting compensation for such services.

The associate head coach went to Las Vegas to recruit on behalf of USC. While there, he took a meeting with the agent associate and representatives of the agent associate's management company. The meeting and his actions thereafter established violations of NCAA legislation.

During the meeting, the associate head coach represented the talents and skills of current and future USC men's basketball student-athletes to the management company in violation of Bylaw 11.1.3. Perhaps more troubling was the fact that he represented his level of influence over these young men and their families and his ability to serve as a gatekeeper for the management company. He expressly claimed that he could simply tell some of them what to do (i.e., to sign with the management company) and could influence others. Furthermore, he specifically referenced a high-profile prospect who, at the time of the conversation, was on an official visit at USC. He told

¹¹ Case-specific interpretative guidance in the recently decided *University of Alabama* (2020) case identified that general Bylaw 10.1 rather than Bylaw 10.1-(d) would apply where institutional staff members receive benefits for facilitating or arranging a meeting with a parent or family member of a student-athlete. However, case-specific interpretive guidance *in this case* identified that Bylaw 10.1-(d) applied to the associate head coach's conduct. Both USC and the associate head coach agreed with the bylaws as alleged. Thus, the panel accepts the case-specific interpretation and the parties' agreement that Bylaw 10.1-(d) applies to the facts of this case.

the group that if the high-profile prospect signed with USC, they would meet him on campus the next day. Upon leaving the meeting, the associate head coach accepted \$4,100.

Roughly one month later, the associate head coach met with the agent associate and representatives from the management company again in Los Angeles. Although he did not receive any payment for this second meeting, he reiterated his value to the management company as someone who could "put players in the lap" of the management company. Representatives from the management company also informed the associate head coach that they met with the father of a USC prospect earlier and intended to meet with a family member of a current USC men's basketball player later. The associate head coach did not appear concerned, nor did he report what he had learned to anyone at USC. Instead, he characterized the group's opportunity as a "gold mine" and cleaner than other opportunities he had been presented with in the past.

The associate head coach demonstrated a recurring lack of judgment that resulted in unethical conduct and representation violations for both himself and USC. Although his behavior may have originated out of a friendship with the agent associate, it waded into murky ethical waters and ultimately intersected with the agent associate's corruption scheme within college basketball. The associate head coach appeared to have been blinded, in part, by his friendship with the agent associate and failed to completely grasp the severity of his actions. His conduct ran afoul of the honesty, integrity and ethical standards required of institutional staff members. He used his position of authority to further the initiatives of the management company, failed to meet the expectations of what is required of NCAA coaches and directly violated Bylaws 10.01, 10.1 and 10.1-(d). The COI concludes that these violations are Level I for the associate head coach and USC.

Pursuant to Bylaw 19.1.1, these violations are Level I because they seriously undermined or threatened the integrity of the Collegiate Model and involved unethical conduct violations. USC, the associate head coach and the enforcement staff agreed that the violations are Level I. The COI has previously concluded that Level I violations occurred where individuals engaged in unethical conduct. *See Georgia Institute of Technology* (2019) (concluding that a former assistant men's basketball coach engaged in Level I recruiting violations and abused his position of trust when he orchestrated inducement and benefits from a notable booster—including a trip to the booster's house and strip club—during a highly-touted prospect's official visit) and *University of Louisville* (2017) (concluding that a director of basketball operations committed Level I unethical conduct violations when he provided strippers and prostitutes to prospects and student-athletes). Consistent with these cases and Bylaw 19.1.1, the violations here are also Level I.

USC agreed that the Level I violation applies to both the assistant coach and the institution. Under the membership's violation structure outlined in Bylaw 19, the COI has consistently assigned the same level designation to institutions and involved individuals for the same underlying conduct. Although not a new concept, the COI recently directly addressed this issue in *Oklahoma State*,

University of Alabama (2020) and *University of South Carolina* (2021).¹² In these cases, the COI specifically identified that the *level attaches to the conduct, not the actor*. It is through the application and weight of party-specific aggravating and mitigating factors that the COI differentiates between institutions and individuals to classify the case for each party and prescribe appropriate penalties consistent with the membership's penalty guidelines. Here, USC agreed and accepted responsibility for the Level I conduct committed by its employee. Accordingly, the conduct is Level I for both USC and the associate head coach.

V. VIOLATIONS NOT DEMONSTRATED

The enforcement staff alleged that after separating from USC, the associate head coach provided false or misleading information in his interview in two areas: (1) his involvement in the scheme and (2) the amount of money he received. The associate head coach's explanations about what occurred differed slightly from the enforcement staff's interpretation of the same events. Despite these differences, the panel does not determine that the associate head coach's explanations rose to additional unethical conduct or failure to cooperate violations.

Bylaw 10.1 outlines ethical standards. The bylaw identifies the provision of false and misleading information as an example of unethical conduct. Additionally, Bylaw 19.2.3 obligates all current and former institutional employees to cooperate with the objectives of the Association and its infractions program. This obligation includes providing complete and truthful responses. *See* Bylaw 19.2.3-(b).

With respect to the first area, the enforcement staff alleged the associate head coach was not completely truthful in his interview about his involvement in the scheme. During his interview, the associate head coach claimed that he did not believe he was formally entering into an agreement with the management company. In addressing the allegation in his response and at the infractions hearing, he stated that his explanations reflected his thinking and actions at the time of the conduct. In retrospect, the associate head coach did acknowledge that his conduct could be viewed as developing a tacit understanding of an agreement.

Regarding the second area, the enforcement staff alleged that the associate head coach was not truthful when he provided details about the amount of money he received from the agent associate. In his interview, the associate head coach admitted to accepting money from the agent associate. However, he suggested that the value may have been slightly less than \$4,100. The associate head coach further explained that in his mind the slight variance was immaterial because the conduct established a crime in the outside federal process and Level I violations in the infractions process.

¹² *Oklahoma State* is currently under appeal. Further, although *Alabama* and *South Carolina* were decided through the summary disposition process and may be viewed as less instructive under COI Internal Operating Procedure (IOP) 4-10-2-2, the panel cites to them because they involved similar underlying conduct and violations. Further, the COI directly addressed the issue of shared level between involved individuals and institutions.

The panel declines to conclude that either circumstance rose to unethical conduct or a failure to cooperate. To be clear, the panel's decision is limited to the unique facts and circumstances involving *this involved individual* and *this case*. The associate head coach has already admitted and accepted responsibility for his conduct in both the criminal and infractions processes. When viewed in the totality of the record, the minor discrepancies are reasonable and do not reflect intentional unethical behavior.

Further, the panel understands that different individual facts, circumstances and considerations may exist for individuals involved in outside criminal processes. While valid, those considerations do not excuse involved individuals from their obligation to cooperate in the infractions process. But where others have encountered these dual processes and previously failed to meet their NCAA obligation, the associate head coach did not. He actively participated throughout the infractions process. The panel appreciates his participation, which allowed the panel to make important conclusions in the case.

The COI has repeatedly stated that individuals who refuse to participate in interviews and cooperate in the infractions process commit Level I violations. These individuals threaten the integrity and effectiveness of the membership's infractions program. This is particularly true when the individual who refuses to cooperate is the central actor in a case. *See Oklahoma State* (concluding that the associate head coach, who received bribe money to arrange meetings for financial advisors with student-athletes and their family members, committed Level I violations when he refused to participate in the investigation and processing of the infractions case) and *Louisville* (concluding the former director of basketball operations committed Level I unethical conduct and cooperation violations when he refused to participate in the infractions process); *see also Alabama* and *South Carolina*.¹³ The associate head coach's conduct differed from the conduct of these involved individuals. He met his obligation to cooperate and the slight differences between his explanations and the enforcement staff's interpretation of the agreed-upon events do not establish unethical conduct.

VI. PENALTIES

For the reasons set forth in Sections III, IV and V of this decision, the panel concludes that this case involved a Level I violation of NCAA legislation. Level I violations are severe breaches of conduct that undermine or threaten the integrity of the Collegiate Model and provide or are intended to provide substantial or extensive advantages or benefits. The conduct at the center of this case undermines and threatens the foundation of the Collegiate Model.

¹³ Although *Alabama* and *South Carolina* were decided through the summary disposition process and may be viewed as less instructive under COI IOP 4-10-2-2, the panel cites to them because they involved similar underlying conduct and violations. They are also relevant in that the involved individuals in those cases refused to cooperate and participate in the investigation and infractions process, which is distinguishable from the facts of this case.

In considering penalties, the panel first reviewed aggravating and mitigating factors pursuant to Bylaws 19.9.2, 19.9.3 and 19.9.4 to determine the appropriate classifications for the parties. The panel then used the current penalty guidelines (Figure 19-1) and Bylaws 19.9.5 and 19.9.7 to prescribe penalties.

The parties largely agreed on the application of aggravating and mitigating factors. USC and the enforcement staff disagreed on one aggravating factor and one mitigating factor. Further, the associate head coach and the enforcement staff disagreed on three mitigating factors. The panel accepts some of the parties' agreements and identifies other applicable factors pursuant to Bylaw 19.9.2.

The panel determined that the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies this case as Level I-Mitigated for USC and Level I-Standard for the associate head coach.

Aggravating Factors for USC

19.9.3-(b): A history of Level I, Level II or major violations; and

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

USC and the enforcement staff agreed that Bylaw 19.9.3-(j), *Conduct or circumstances demonstrating an abuse of a position of trust*, applied to USC. Based on the facts and circumstances of this case, the panel determines Bylaw 19.9.3-(h), *Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct*, is more appropriate. The associate head coach was a person of authority who participated in the violations. Undoubtedly, a position of trust is inherently intertwined with a position of authority, and there are circumstances where both factors may apply to an institution. However, based in part on his position of authority at USC, *i.e.*, an associate head coach at a high-profile institution, he was particularly attractive to the business management company. And as authority figure at USC, he participated in the violation. Likewise, in reviewing similar recently decided cases, the COI has applied Bylaw 19.9.3-(h) to institutions and has declined to apply Bylaw 19.9.3-(j). *See Oklahoma State* (applying Bylaw 19.9.3-(h) to the institution when the associate head coach took bribe money to arrange meetings between financial advisors and student-athletes); *see also Alabama* and *South Carolina*.¹⁴ Consistent with these cases, the panel applies Bylaw 19.9.3-(h).

The enforcement staff also identified Bylaw 19.9.3-(m), *Intentional, willful or blatant disregard for the NCAA constitution or bylaws*. USC disagreed that the factor applied to the institution. In support of their respective positions, both the enforcement staff and USC focused on whether the associate head coach was acting in his "official capacity" when he committed the violations.

¹⁴ Although *Alabama* and *South Carolina* were decided through the summary disposition process and may be viewed as less instructive under COI IOP 4-10-2-2, the panel cites to them because they involved similar underlying conduct and violations. Thus, the COI's application of aggravating and mitigating factors in those cases is relevant.

Generally, the enforcement staff focused on the fact that the associate head coach was in Las Vegas on official recruiting duties and, in the second meeting, wore USC clothing. USC acknowledged the institutional recruiting trip but asserted that the associate head coach's meetings with the agent associate and management company representatives fell well outside of any institutional duties.

To date, the COI has not applied this aggravating factor to institutions whose employees participated in a bribery scheme. *See Oklahoma State*.¹⁵ The COI specifically addressed the factor in *Oklahoma State*, explaining that although the COI has attributed Bylaw 19.9.3-(m) to institutions and involved individuals in the past, it declined to do so based on the facts and circumstances of that case. The COI further explained that the institution was held accountable through the Level I violation and the panel would not ascribe the additional aggravator to the institution that was triggered by the associate head coach's individual actions. Therefore, although the associate head coach was in Las Vegas on a USC recruiting trip and, at times, referenced his employment and status at USC as positives that could further the objectives of the management company, those actions were motivated out of self-interest. Consistent with *Oklahoma State*, the panel does not apply the factor to the institution.¹⁶

Mitigating Factors for USC

- 19.9.4-(b): Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties;
- 19.9.4-(c): Affirmative steps to expedite final resolution of the matter;
- 19.9.4-(d): An established history of self-reporting Level III or secondary violations;¹⁷
- 19.9.4-(e): Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards; and
- 19.9.4-(f): Exemplary cooperation.

USC and the enforcement staff disagreed on whether Bylaw 19.9.4-(b), *Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties*, applied to the case. The enforcement staff did not believe that the institution promptly acknowledged the violations. The enforcement staff acknowledged USC's acceptance of responsibility and imposition of meaningful corrective measures and/or penalties by identifying Bylaw 19.9.4-(i), *Other factors warranting a lower penalty range*. In support of the factor, USC identified numerous immediate and ongoing actions that it took in response to the conduct. USC

¹⁵ The COI also did not apply Bylaw 19.9.3-(m) to the institution in *Alabama* or *South Carolina*. In those cases, however, the COI did not specifically address why the factor did not apply and they may be viewed as less instructive. *Oklahoma State* is also presently on appeal, but the substance of that appeal does not relate to Bylaw 19.9.3-(m).

¹⁶ The panel notes that after the infractions hearing, the Division I Infractions Appeals Committee (IAC) released *Georgia Institute of Technology*, IAC Decision No. 524 (2021), vacating the COI's application of Bylaw 19.9.3-(m) to the institution and identifying that for the aggravating factor to apply to an institution an appropriate "nexus or connection of action or inaction by the institution relevant to the violation" must exist. The panel determines that the factor does not apply here for different reasons and therefore did not directly review whether the factor applied under the IAC's decision.

¹⁷ USC self-reported 139 Level III violations over the last five years, an average of approximately 28 violations per year.

also agreed that Bylaw 19.9.4-(i) applied. The panel appreciates the parties' analysis but determines that the institution's conduct better aligns with Bylaw 19.9.4-(b). Thus, the panel applies Bylaw 19.9.4-(b) and declines to apply Bylaw 19.9.4-(i).

With respect to Bylaw 19.9.4-(b), the enforcement staff asserted that USC did not "promptly" acknowledge the violations. To support its position, the enforcement staff referenced a USC memorandum outlining the self-imposed corrective actions and penalties from October 2018—nearly one year after the public arrests of the associate head coach. That memo included boilerplate language that stated the imposition of self-imposed penalties did not constitute an admission by USC of any wrongdoing nor was it an indirect admission that NCAA violations (or crimes) occurred. Thus, the enforcement staff did not consider USC's acknowledgement "prompt." In support of the factor, USC acknowledged the "boilerplate" language but pointed to its immediate and continued response once it became aware of the associate head coach's conduct. Specifically, on the day of the associate head coach's arrest, USC immediately notified the NCAA of the conduct, suspended the associate head coach, hired an outside firm and began investigating. Shortly thereafter, USC ceased recruiting a potentially implicated prospect, withheld and did not seek reinstatement for a current student-athlete, terminated the associate head coach and self-imposed penalties.

Although USC's letter identifying self-imposed measures and penalties contained boilerplate legalese, the panel acknowledges USC's prompt response to the conduct. USC's immediate action demonstrated an acknowledgement of wrongful conduct that likely established NCAA violations. The COI has also applied Bylaw 19.9.4-(b) to other cases where institutional staff members have been involved in a bribery scheme. *See Oklahoma State, Alabama and South Carolina*.¹⁸ USC's response aligns with the institutional responses of these cases. Consistent with these cases, the panel believes USC's actions met all three prongs of the mitigating factor.

In contrast, the COI has not applied Bylaw 19.9.4-(i) in these cases and has traditionally reserved Bylaw 19.9.4-(i) for unique circumstances. *See University of Tennessee at Chattanooga (UTC)* (2018) (applying Bylaw 19.9.4-(i) because the violations were carried out by an atypical booster who provided student-athletes with reduced cost rent and use of automobiles and some of those student-athletes received the benefits after they had exhausted their eligibility) and *University of Oregon* (2018) (applying the factor based on the institution's immediate response and thorough handling of an adjunct professor's grade change, which led to the discovery of an academic misconduct violation and the contemporaneous removal of a student-athlete from postseason competition). Although USC's response to the conduct is admirable and sets a noteworthy example for how member institutions should respond to potential violations, it does not align with the COI's past application of Bylaw 19.9.4-(i).¹⁹ It does, however, align with the COI's past application of Bylaw 19.9.4-(b). The panel determines that Bylaw 19.9.4-(b) applies.

¹⁸ Although *Alabama* and *South Carolina* were decided through the summary disposition process and may be viewed as less instructive under COI IOP 4-10-2-2, the panel cites to them because they involved similar underlying conduct and violations. Thus, the COI's application of aggravating and mitigating factors in those cases is relevant.

¹⁹ USC also received credit for these actions under Bylaw 19.9.3-(f).

Aggravating Factors for the Associate Head Coach

19.9.3-(e): Unethical conduct;

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct;

19.9.4-(l): Conduct was intended to generate pecuniary gain for the involved individual; and

19.9.4-(m): Intentional, willful or blatant disregard for the NCAA constitution or bylaws.

The associate head coach did not contest the aggravating factors identified by the enforcement staff. Similar to the panel's analysis for USC, the panel's determinations slightly differ from the factors originally identified for the parties. The panel determines that Bylaw 19.9.3-(h), *Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct*, rather than Bylaw 19.9.3-(j), *Conduct or circumstances demonstrating an abuse of a position of trust*, applies to the associate head coach. Further, the parties originally identified Bylaw 19.9.3-(a), *Multiple Level I violations by the involved individual*, but based on the panel's conclusions, the factor does not apply.

With regard to Bylaw 19.9.3-(h), the panel's analysis is similar to the analysis applied for USC—mainly, Bylaw 19.9.3-(h) is more appropriate based on these facts than Bylaw 19.9.3-(j). Undoubtedly, the associate head coach was in a position of trust due to his authoritative role. In that way, Bylaw 19.9.3-(j) could have potentially applied to his conduct. However, the violations in this case largely derived from the associate head coach's role as a high-profile coach at a high-profile institution. Stated differently, he was a notable and authoritative figure who could further the management company's objectives. In fact, the associate head coach touted his influence and authority as someone who could tell student-athletes (and families) what to do. Thus, the associate head coach was a person of authority who engaged in NCAA violations. Previously, the COI applied the aggravating factor to involved individuals in bribery scheme infractions cases. *See Oklahoma State, Alabama and South Carolina.*²⁰ Given the associate head coach's position, and consistent with these cases, the panel determines that Bylaw 19.9.3-(h) applies.

Although the COI has applied Bylaw 19.9.4-(j) in previous bribery cases, the panel does not apply it to the associate head coach's conduct based on the unique facts and circumstances in the record. Specifically, although the record contains information demonstrating that the associate head coach facilitated introductions between prospects, student-athletes, and/or their family members with the agent associate, it is not clear that the timing around those introductions was directly related to the associate head coach's involvement in the bribery scheme. For instance, some of the introductions occurred years prior to the associate head coach's Las Vegas meeting. Others were initiated by the agent associate. To be clear, the timing around these introductions does not undermine the substantive violation or the fact that the associate head coach pleaded guilty to participating in a bribery scheme. The associate head coach failed to meet the membership's expectations for the

²⁰ Although *Alabama* and *South Carolina* were decided through the summary disposition process and may be viewed as less instructive under COI IOP 4-10-2-2, the panel cites to them because they involved similar underlying conduct and violations. Thus, the COI's application of aggravating and mitigating factors in those cases is relevant.

conduct of institutional employees, which established violations of Bylaw 10 and 11. However, based on the case-specific circumstances around the associate head coach's conduct the panel declines to apply Bylaw 19.9.4-(j).

Mitigating Factors for the Associate Head Coach

19.9.4-(b): Prompt acknowledgement of the violations and acceptance of responsibility;

19.9.4-(h): The absence of prior conclusions of Level I, level II or major violations committed by the involved individual; and

19.9.4-(i): Other factors warranting a lower penalty range.

The associate head coach and the enforcement staff agreed that Bylaw 19.9.4-(h), *The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual*, applied to the case. In addition to that agreed-upon proposed factor, the associate head coach proposed three additional factors: (1) Bylaw 19.9.4-(b), *Prompt acknowledgement of the violations and acceptance of responsibility*; (2) Bylaw 19.9.4-(g), *The violations were unintentional, limited in scope and represent a deviation from otherwise compliant practices*; and (3) Bylaw 19.9.4-(i), *Other factors warranting a lower penalty range*. The panel determines that Bylaws 19.9.4-(b) and (i) apply but does not apply Bylaw 19.9.4-(g).

Regarding 19.9.4-(b), the associate head coach proposed that he had done everything in his power to take responsibility for the conduct, including pleading guilty to the conduct in federal court and participating in the NCAA process where he admitted his conduct established Level I violations. The enforcement staff disagreed because it did not believe that the associate head coach acknowledged the full extent of his conduct during the NCAA investigation.

The COI did not apply Bylaw 19.9.4-(b) to the involved individuals in recently decided bribery scheme cases. *See Oklahoma State, Alabama and South Carolina.*²¹ However, the panel notes that the associate head coach's conduct following his arrest is demonstrably different when compared to those involved individuals. Here, the associate head coach took responsibility by pleading guilty to criminal behavior throughout the infractions process (*e.g.*, his interview, response to the NOA and participation during the hearing).²² At the infractions hearing, the associate head coach explained that he understood the consequences for his conduct, took responsibility, and expressed regret and remorse for his violations.

Although the associate head coach and the enforcement staff had different interpretations of the agreed-upon facts, the panel determines that the associate head coach promptly acknowledged his violations and accepted responsibility for his conduct. The COI has previously applied Bylaw

²¹ Although *Alabama* and *South Carolina* were decided through the summary disposition process and may be viewed as less instructive under COI IOP 4-10-2-2, the panel cites to them because they involved similar underlying conduct and violations. Thus, the COI's application of aggravating and mitigating factors in those cases is relevant.

²² The panel notes that the involved individual in *Oklahoma State* and *South Carolina* also pleaded guilty and the involved individual in *Alabama* was not criminally charged.

19.9.4-(b) to involved individuals where they meet these two prongs, even if they have some disagreement with the enforcement staff. *See UTC* (applying Bylaw 19.9.4-(b) to a head coach's conduct where he contested a head coach responsibility violation but repeatedly acknowledged his shortcomings and accepted responsibility for them) and *DePaul University (2019)* (applying the factor to an associate coach who admitted committing unethical conduct violations but declining to apply the factor to the head coach when the head coach did not acknowledge his shortcomings or accept responsibility and assigned all fault to the associate coach). The panel determines that Bylaw 19.9.4-(b) applies to the associate head coach.

The associate head coach also proposed that Bylaw 19.9.4-(g) applied to his case because he did not intend to commit violations, asserted they were limited in scope and deviated from his past compliant behavior. The enforcement staff acknowledged that the conduct represented a deviation from past complaint behavior but asserted that the violations were neither unintentional nor limited in scope. The panel agrees with the enforcement staff.

Although his violation stemmed from the Las Vegas meeting, the conduct around the meeting demonstrates that the violation was neither unintentional nor limited in scope. The associate head coach intentionally continued his relationship with the agent associate after the meeting where the two discussed the talent of collegiate basketball student-athletes and prospects. Further, the associate head coach attended a second meeting with the agent associate and representatives from the management company. Thus, the violation was neither unintentional nor limited in scope. At best case, the associate head coach's conduct reflects continued poor judgement.

The COI, however, has regularly declined to apply the factor when involved individuals knew or should have known their conduct resulted in NCAA violations. *See Siena College (2020)* (applying that factor because although the violations represented a deviation from past compliant practices, the head coach's violations were intentional and were not limited in scope) and *Rutgers, The State University of New Jersey New Brunswick (2017)* (declining to apply the factor to an assistant coach and the head football coach when the coaches knew or should have known that contacting a sophomore prospect to recruit him to the institution and contacting a student-athlete's instructor to arrange an extra benefit, respectively, constituted violations). The factor does not apply to the associate head coach's conduct.

Finally, the associate head coach proposed Bylaw 19.9.4-(i), claiming that he had already been significantly punished through the loss of his job and the embarrassment caused by his association with the FBI investigation. The enforcement staff did not support the factor. The panel applies the factor but for a different reason than the rationale proposed by the associate head coach.

As previously mentioned, the COI applies Bylaw 19.9.4-(i) when truly unique circumstances are present. *See University of Connecticut (2019)* (expressly stating that the COI reserves this factor for "circumstances where a party has taken steps above and beyond what is expected or where unique circumstances warrant it) and *Oregon* (applying the factor to the institution when the COI determined that the institution took steps above and beyond in response to the academic

misconduct violation). This case involves unique circumstances—the overall culpability of the associate head coach in the broader scheme.

As part of the criminal process, the government submitted a sentencing memorandum related to the associate head coach. The government did not dispute the associate head coach's characterization that he was "the least culpable defendant charged in the case." The panel determines that this characterization is noteworthy given the federal government's holistic view of the broader bribery scheme and those involved in it. This characterization combined with the associate head coach's decision to participate in the infractions process distinguished him from those involved individuals in similar past cases.²³ The panel applies Bylaw 19.9.4-(i).

All the penalties prescribed in this case are independent and supplemental to any action the NCAA Division I Committee on Academics has taken or may take through its assessment of postseason ineligibility, historical penalties or other penalties. In prescribing penalties, the panel considered USC's cooperation in all parts of this case. As noted in the mitigating factors, USC demonstrated exemplary cooperation throughout the matter. USC's cooperation and acceptance of responsibility assisted the panel's ability to resolve this case. The panel appreciates USC's example and commitment to the cooperative principle. The panel also considered USC's corrective actions, which are contained in Appendix One. The panel prescribes the following penalties (self-imposed penalties are so noted):

Core Penalties for Level I-Mitigated Violations (Bylaw 19.9.5)²⁴

1. Probation: Two years of probation from April 15, 2021, through April 14, 2023.²⁵
2. Financial penalty: USC shall pay a fine of \$5,000 plus one percent of the men's basketball budget.²⁶
3. Scholarship reductions: USC reduced by two the total number of grants-in-aid awarded in men's basketball during the 2018-19 academic year. (Self-imposed.)

²³ To be clear, meeting one's obligation to cooperate does not establish mitigation. It is an affirmative responsibility. However, the panel took specific note of the associate head coach's behavior and the federal government's comments when comparing the associate head coach's conduct to other similarly situated involved individuals in recently decided cases. These factors informed the panel's analysis when determining appropriate aggravating and mitigating factors, classifying the case and prescribing appropriate penalties.

²⁴ If an opportunity to serve a penalty will not be available due to circumstances related to COVID-19, the penalty must be served at the next available opportunity. With the exception of postseason bans, probation and general show-cause orders, this methodology applies to all penalties, including institutional penalties, specific restrictions within show-cause orders and head coach restrictions, unless otherwise noted.

²⁵ The COI's methodology for penalties impacted by COVID-19 does not apply to probation.

²⁶ The fine from the program must be calculated in accordance with COI IOPs 5-15-4 and 5-15-4-1.

4. Recruiting restrictions:

- a. USC reduced the number of official visits in men's basketball to no more than 20 visits during the 2018-19/2019-20 rolling two-year period (a reduction of eight official visits). (Self-imposed.)
- b. USC reduced the number of recruiting person days in men's basketball by 20 during the 2018-19 academic year. (Self-imposed.)

Core Penalties for Level I-Standard Violations (Bylaw 19.9.5)

5. Show-cause order: The associate head coach engaged in unethical conduct when he accepted bribes in exchange for his agreement to direct basketball student-athletes to retain the services of a business management company. During his participation in this scheme, he violated NCAA legislation prohibiting athletics staff members from representing individuals in marketing their athletics ability or reputation. Therefore, the associate head coach shall be subject to a three-year show-cause order from April 15, 2021, through April 14, 2024. Pursuant to COI IOP 5-15-3-1, if the associate head coach seeks employment or affiliation with any athletically related position at an NCAA member institution during the three-year show-cause period, any employing institution shall be required to contact the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why restrictions on all athletically related activity should not apply.

Although each case is unique, the show-cause order is consistent with those prescribed in previous Level I-Standard cases and distinguishable from those prescribed in recent Level I-Aggravated cases. *See University of Mississippi* (2017) (prescribing a two-year show-cause order for an assistant coach's Level I-Standard violations that included multiple recruiting violations, involvement in inducements and benefits and his failure to report known violations) and *Georgia Southern University* (2016) (prescribing three-year show-cause orders associated with Level I-Standard unethical conduct by a former assistant compliance director and a former assistant director of student affairs). The three-year show-cause order is also distinguishable from recent Level I-Aggravated violations committed by involved individuals who participated in a bribery scheme and subsequently failed to meet their obligation to cooperate with the enforcement staff and participate in the infractions process. *See Oklahoma State* (prescribing a 10-year show-cause order associated with an associate head coach's involvement in a bribery scheme and subsequent failure to cooperate); *see also Alabama* and *South Carolina* (involving 10-year show-cause orders for similar conduct).

Additional Penalties for Level I-Mitigated Violations (Bylaw 19.9.7)

6. Public reprimand and censure through the release of the public infractions decision.

7. During the period of probation, USC shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation.
 - b. Submit a preliminary report to the OCOI by June 1, 2021, setting forth a schedule for establishing this compliance and educational program.
 - c. File with the OCOI annual compliance reports indicating the progress made with this program by February 28, during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to staff interaction with agents and advisors.
 - d. Inform prospects in the men's basketball program in writing that USC is on probation for two years and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs a National Letter of Intent.
 - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides for men's basketball. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
 8. Following the receipt of the final compliance report and prior to the conclusion of probation, USC's president shall provide a letter to the COI affirming that USC's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises USC and the associate head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor USC while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if USC does not comply or commits additional violations. Likewise, any action by USC or the associate head coach contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Carol Cartwright

Stephen Madva

Vince Nicastro, chief hearing officer

Kay Norton

Joe Novak

Roderick Perry

Sankar Suryanarayan

APPENDIX ONE

USC'S CORRECTIVE ACTIONS IDENTIFIED IN ITS RESPONSE TO THE NOTICE OF ALLEGATIONS

USC took significant steps to enact proactive education, training, and monitoring practices directly related to agents, advisors, and violation reporting. The following measures were employed following the discovery of the infractions contained in the NOA:

- Increased MBB staff rules education;
- Revamped Head Coach Responsibility Program to include:
 - Additional compliance check-in meetings
 - Creation & implementation of MBB Staff Handbook & Attestations
 - Updated coaching contract language
 - Increased accountability amongst MBB staff
- Increased MBB team rules education meetings & communications;
- Modified high-Profile Student-Athlete Program to include:
 - Additional communication and interaction with parents/family/friends
 - Focus on who is "allowed into the process" of interacting with agents
 - More intentional one-on-one engagement on and off the court
- Revamped USC Athlete Agent Program to include:
 - More robust registration process
 - Utilization of [Compliance Monitoring Software] for tracking purposes
 - Enhanced monitoring techniques related to the prohibition of complimentary admissions provided to agents, "runners, and financial advisors
 - Regular communication and rules education
 - Modified & enhanced the process for compliant and registered agents to permissibly interact with student-athletes and their families
- Increased email communication regarding pertinent rules – "Rules of the Week" program;
- Increased distribution of "current event" cases;
- Compliance staff attendance at every practice; and
- Restructured Office of Athletic Compliance to designate one staff member exclusively to MBB.

Additionally, USC:

- Terminated the employment of the associate head coach;
- Cased all recruiting of a prospect; and
- Withheld a men's basketball student-athlete for the entire 2017-18 season.

APPENDIX TWO
Bylaw Citations

Division I 2016-17 Manual

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

10.1 Unethical Conduct.

Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

- (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").

11.1.3 Representing Individuals in Marketing Athletics Ability/Reputation. Staff members of the athletics department of a member institution shall not represent, directly or indirectly, any individual in the marketing of athletics ability or reputation to an agent, a professional sports team or a professional sports organization, including receiving compensation for arranging commercial endorsements or personal appearances for former student-athletes, except as specified in Bylaw 11.1.3.1, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

Division I 2017-18 Manual

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

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