



**ARIZONA STATE UNIVERSITY
PUBLIC INFRACTIONS DECISION
October 3, 2024**

I. INTRODUCTION

The NCAA Division I Committee on Infractions (COI) is an independent administrative body comprised of individuals from the NCAA Division I membership and the public charged with deciding infractions cases involving member institutions and their staffs.¹ This case involved widespread recruiting violations in the football program at Arizona State University (Arizona State) during the COVID-19 recruiting dead period.

The panel processed violations for Arizona State and seven football staff members through a separate negotiated resolution (NR) process. The institution and four involved individuals—former head football coach Herm Edwards (Edwards), and former assistant football coaches Prentice Gill (Gill), Chris Hawkins (Hawkins) and Zak Hill (Hill)—agreed to the facts, violations and penalties.² Three involved individuals—former assistant equipment manager Eric Bowman (Bowman), and former assistant football coaches Derek Hagan (Hagan) and Rob Rodriguez (Rodriguez)—were nonparticipating parties to the NR. The approved NR may be found at Appendix Two of this decision.

Apart from the NR, two individuals contested their alleged violations. Those individuals are former associate head football coach and recruiting coordinator Antonio Pierce (Pierce), and former noncoaching football staff member with sport-specific responsibilities Anthony Garnett (Garnett). This decision solely relates to the conduct of Pierce and Garnett. Both individuals agreed to process their cases via a written record hearing. Despite their selected resolution method, Pierce did not provide a written submission, and Garnett's submission only partially addressed his allegations.

Pierce's and Garnett's underlying violations were part of a program-wide effort to engage in impermissible recruiting activities during the COVID-19 recruiting dead period. Although their violations were related, their level of involvement in the recruiting activities varied. Stated directly, Pierce was the central actor, whereas Garnett and other staff members played a supporting role in the violations.

¹ Infractions cases are decided by hearing panels comprised of COI members. Panels issue decisions on behalf of the COI.

² Pursuant to a provision of NCAA Bylaw 19.11.1 that became effective on January 10, 2024, infractions decisions must identify by name all involved individuals and boosters who committed Level I or Level II violations. In accordance with this legislation, this decision identifies all involved parties by name.

Pierce knowingly and blatantly disregarded fundamental dead period legislation to orchestrate the majority of violations in this case. Pierce's defiance of and indifference to NCAA rules was, in part, motivated by his observation that he needed to maintain an aggressive recruiting presence in order to compete with what he believed other institutions were doing during the dead period. Similarly, according to one staff member, Pierce did not fear the potential consequences for NCAA violations due to the financial security provided by his self-proclaimed wealth. In his role, Pierce had primary control of the football program's roster and oversight of coaching staff members' recruiting activities. Pierce used his position of authority to pressure staff members into engaging in violations, often by instilling fear that they would lose their jobs if they did not follow his orders.

Most of the violations stemmed from a scheme by which Pierce, other football staff members and a booster, Regina Jackson (Jackson), arranged unofficial visits to the institution's locale for roughly one year during the COVID-19 recruiting dead period. During the visits, football staff members had in-person recruiting contacts with prospects and their families. Those contacts often occurred during impermissible tryouts, football facility tours or other entertainment activities. Likewise, staff members provided or arranged for prospects and their families to receive inducements. In addition to his broader role in arranging the visits, Pierce arranged for or personally provided free meals, apparel, airfare, lodging, local transportation and/or entertainment expenses to at least 27 different prospects. Due to his knowing involvement in the inducements, Pierce violated the principles of ethical conduct. In conjunction with the visits, Garnett also facilitated a tryout, directed impermissible transportation and had in-person recruiting contacts with prospects and their parents. These violations are Level I.

Additionally, Pierce, Garnett and another staff member conducted impermissible evaluations and had off-campus recruiting contact with prospects in May 2021. Specifically, Pierce and Garnett traveled to Miami, Florida, where they observed two prospects participate in a high school workout and subsequently had recruiting contact with them. Around the same time, Pierce observed a prospect's high school track practice in St. Louis, Missouri, and another prospect's high school track meet in Des Moines, Iowa. Following both of those evaluations, Pierce had in-person recruiting contact with the prospects and their parents at local restaurants. These violations are Level I.

Aside from the in-person contacts, Pierce also directed an assistant coach to violate recruiting communication legislation by sending 46 text messages and placing a phone call to a four-year college prospect who was not in the transfer portal.³ This violation is Level II.

Following their employment at Arizona State, Pierce and Garnett failed to cooperate when they provided false or misleading information to the NCAA enforcement staff regarding their involvement in violations. Shortly thereafter, Pierce also failed to cooperate when he did not provide the enforcement staff with the requested copies of his financial records. Each of these violations is Level I.

³ On December 22, 2021, the COI chair granted limited immunity to the assistant coach who engaged in impermissible recruiting communication. As a result, that assistant coach was not a party to the NR and is not at-risk for the allegations in this case. Therefore, pursuant to Bylaw 19.11.1, that assistant coach is not named in this decision.

The panel classifies this case as Level I-Aggravated for both Pierce and Garnett. Utilizing the NCAA membership's current penalty guidelines, the panel prescribes an eight-year show-cause order for Pierce and a five-year show-cause order for Garnett, as well as suspensions if they become employed during their respective show-cause orders.

II. CASE HISTORY

This case involves bifurcated case paths.⁴ Arizona State and seven involved individuals were parties to an NR, which the panel approved on April 15, 2024. With respect to those parties, the NR is final, and the agreed-upon penalties went into effect on the date of the agreement's approval.

On March 26, 2024, the enforcement staff issued notices of allegations (NOAs) related to Pierce's and Garnett's alleged conduct. Garnett submitted a written response partially addressing the allegations on April 3, 2024. That response did not comply with the substantive or formatting requirements for written responses as outlined in the Division I COI Internal Operating Procedures (IOPs). *See* COI IOPs 4-13 and 4-13-3.⁵ At the request of the chief hearing officer, the Office of the Committees on Infractions (OCOI) contacted Garnett on two separate occasions informing him of the opportunity to amend his response in accordance with the IOPs by the May 24, 2024, response deadline. Garnett was also informed that, if he declined to amend his response, the noncompliant response would be afforded whatever weight the panel deemed appropriate.

On April 29, 2024, Garnett indicated that he wanted to move forward without amending his response. Pierce did not submit a response to the NOA.⁶ On June 28, 2024, the enforcement staff submitted its written reply. The panel decided this case on the written record and deliberated via videoconference on August 8, 2024.

III. FINDINGS OF FACT

Recruiting Activities in Conjunction with Unofficial Visits

This case centered on members of Arizona State's football staff engaging in recruiting activities with during the COVID-19 recruiting dead period. In large part, the conduct related to 35 prospects' unofficial visits to the institution's locale over the course of approximately 15 separate weekends from July 2020 through May 2021.

⁴ Utilizing more than one processing option for a single case is expressly contemplated by Bylaw 19. On November 27, 2023, the COI chair approved the parties' request to process Pierce's and Garnett's cases on the written record.

⁵ Essentially, Garnett's response identified his agreement or disagreement with each underlying violation by designating them as "true" or "false," followed by brief statements that minimally elaborated on his positions.

⁶ In accordance with Bylaw 19.9.2.2.1, Pierce's failure to submit a timely response to the NOA may be viewed by the panel as an admission that the alleged violation(s) occurred.

At the time the unofficial visits began, the COVID-19 recruiting dead period had been in place for several months. The NCAA Division I Council adopted emergency legislation establishing the dead period on March 13, 2020, in response to the extraordinary circumstances of the COVID-19 pandemic—and in an effort to protect the health and safety of student-athletes, prospects and institutional staff members. *See R-2020-1, Resolution: Temporary Recruiting Dead Period Due to COVID-19 Pandemic* (Mar. 13, 2020). Consistent with Bylaw 13.02.5.5, the dead period meant that all in-person recruiting contacts, on- and off-campus evaluations, and official and unofficial visits by prospects were prohibited. Prospects could take informal campus visits on their own, but institutional staff could have no involvement in arranging the visits.

According to multiple football staff members, Pierce was primarily responsible for arranging many of the prospects' unofficial visits during the dead period. Specifically, Gill stated in his interview with the enforcement staff that, although many staff members were "doing things [they] weren't supposed to be doing," Pierce was the one "quarterbacking [the] whole thing." When asked if Pierce ever inquired about how the prospects arrived on campus, Gill reiterated that Pierce knew prospects were visiting because he was responsible for organizing the visits "90 [percent] of the time...."

Hawkins also identified Pierce as the central figure in the scheme, saying in his interview with the enforcement staff that Pierce would let staff members know which prospects he wanted to see, and then it was Hawkins' and other staff members' jobs to get a "kid and his family...to agree [to visit]. And then once they agreed to come that weekend [the staff member] would just kind of hand him off to [Pierce] and he [would] take care of the rest."

Prior to several of the visits, Pierce arranged and financed prospects' airfare and lodging, often in collaboration with Jackson, who was the mother of a then football student-athlete. In his interview, Hawkins stated that Jackson would use her credit card to book flights and lodging for prospects, then Pierce would reimburse her in cash. Gill and an assistant coach corroborated this arrangement during their interviews with the enforcement staff. Moreover, the assistant coach stated that he learned from other Arizona State football staff members—including Pierce—that it was best to operate through third parties and not do things personally, so as to create "plausible deniability." Whether directly or indirectly, Pierce paid for the roundtrip airfare and/or lodging of at least seven prospects and some of their family members.

During the visits, Pierce interacted with prospects and their families on approximately 20 separate occasions. Many of those interactions occurred when Pierce conducted tryouts with or arranged social gatherings, football facility tours and other forms of entertainment for the prospects. In conjunction with those activities, Pierce also arranged for or provided at least 27 prospects and some of their families with meals, apparel, local transportation and/or entertainment expenses.⁷ As with the approach to financing prospects' accommodations, Pierce and Jackson often

⁷ Each of the seven prospects who received free airfare and/or lodging from Pierce also received some other form of unofficial visit expenses while in the locale of Arizona State's campus. The total number of prospects to whom Pierce arranged for or provided any expenses (*i.e.*, 27) includes those prospects who received expenses both prior to and during their visits.

collaborated to provide these expenses. As a result of their receipt of unofficial visit expenses, eight prospects who ultimately enrolled at Arizona State competed in 19 contests while ineligible.

On a smaller scale, Garnett engaged in some of the same activities when he interacted with prospects and their families across three separate weekends. The interactions occurred when Garnett conducted a tryout, gave a tour of the football facility and assisted with other forms of entertainment during the unofficial visits.

Given the number of visits, the exact conduct that occurred from weekend to weekend varied. For example, on the weekend of July 10, 2020, Pierce and other members of the football staff engaged in activities with four prospects in the locale of Arizona State's campus. Over the course of the weekend, Pierce arranged two social gatherings for prospects and their families at an off-campus rental residence. During those gatherings, Pierce socialized with the prospects and their family members and, on at least one occasion, gave them a free meal. That same weekend, Pierce conducted a tryout with the four prospects at a park near the Arizona Cardinals' National Football League (NFL) training facility. Pierce also took the prospects to a local gun shooting range and paid for their experience. Lastly, Pierce gave one of the prospects and his mother a tour of Arizona State's football facility, where Pierce had them meet with Edwards and then gave the prospect apparel.

Later that month, Pierce, Garnett and other staff members were involved in two more prospects' visits to the locale. That weekend, Garnett, alongside another staff member, conducted a tryout with one of the prospects at a local park. When asked about the tryout, Gill noted that he saw film of Garnett throwing footballs to the prospect. The next day, Pierce and other staff members invited the two prospects and a prospect's friend to a social gathering at Pierce's off-campus rental residence where Pierce gave them a free meal.

The largest visit of the dead period took place from October 9 to 11, 2020, when Pierce and other staff members arranged for at least 10 prospects and their families to visit the institution's locale. Beginning the first night, Pierce arranged for a prospect and his parents to stay at an off-campus rental residence for two nights at no cost. The following day, Pierce directed recruiting staff members to drive five prospects to a local bowling alley and arcade. While there, Pierce and other staff members interacted with the prospects, paid for their bowling and arcade games and gave them a free meal. Pierce and Jackson later arranged a social gathering for all of the prospects at an off-campus rental residence where they interacted with staff members and then-current student-athletes. At the gathering, Pierce and Jackson had a meal catered for the prospects at no cost. After the gathering, Pierce and other staff members drove nine of the prospects to Arizona State's football facility and gave them a tour.

Later that evening, Pierce and Garnett directed recruiting staff members to drive a van from the off-campus rental residence to a gentlemen's club. In an interview with the enforcement staff, one of the recruiting staff members recalled telling the group that she did not want to go to the club; however, she was told that she would be serving as the designated driver because others were consuming alcohol, so she had to "just get in the van and drive." That staff member recalled

driving a number of individuals to the club, including Pierce, Garnett, Jackson, a prospect's parents and another noncoaching staff member. She reported that Pierce, Garnett and Jackson gave her directions to the club as she drove. She also verified that, aside from herself and the other noncoaching staff member, each of the individuals that she drove went into the club for approximately 90 minutes.

In the following months, football staff members continued arranging and participating in unofficial visits. From March 12 to 15, 2021, Pierce arranged the roundtrip airfare of three prospects and some of their family members from the Miami, Florida, area. That weekend, Pierce, Garnett and other staff members gave the prospects and their parents a tour of Arizona State's football facility. During the tour, staff members gave the prospects apparel. Later, Pierce, Garnett and other staff members took the prospects to the bowling alley and arcade where staff members also paid for their activities.⁸ Similar visits continued occurring until early May 2021.

In addition to corroborating Pierce's and Garnett's conduct during their interviews, staff members provided insight into the football program's culture and their reasons for participating in the unofficial visits. In terms of the football program's structure, Gill recalled Edwards telling the staff that Pierce was in charge of the roster, and staff were expected to do as Pierce said. Gill also emphasized Pierce's level of control over the staff, saying that Pierce "ran the show." To highlight this dynamic, Gill pointed to the fact that he never spoke to Edwards during his hiring process and only met him on his second day of employment at Arizona State. Thus, in Gill's mind, Pierce "was the head coach."

As such, Gill recalled being "slammed on [a] number of occasions from [Pierce] about just getting the job done." For Gill, his pressure to comply with Pierce's directives stemmed from a fear that he would be terminated if he did not secure prospects. Specifically, Gill stated that he was a young coach in his first full-time role who did not want to lose his job, so he did as he was told. Hawkins added that he and Gill were in a unique position as Pierce's first two hires upon being promoted to associate head coach. From Hawkins' perspective, Pierce believed that he and Gill were going to do exactly as Pierce instructed in exchange for the opportunity they had been given. Like Gill, Hawkins felt that he "had to abide by what [Pierce's] rules were" because Pierce said Hawkins would be terminated if he did not participate in the unofficial visits. Hawkins recalled the pressure of being the only coach on staff with a one-year contract, combined with being one of the youngest coaches in the country running a position group and said that he "just felt like [he] had to do everything in [his] power to keep [his] job."

According to Gill, Pierce had a conversation with staff members about the potential for the recruiting activities to amount to NCAA violations. Specifically, Gill recalled Pierce saying that he would "take the fall" if any violations were discovered. Gill said that Pierce's willingness to

⁸ In his response to the NOA, Garnett denied any involvement in providing apparel and entertainment expenses to prospects. Although all three of the prospects recalled getting free apparel during their visit, they did not identify the specific staff member(s) who provided the apparel. Additionally, three individuals stated that Garnett was present at the bowling alley and arcade, and at least one prospect stated that their bowling and food was paid for. That said, there do not appear to be any accounts of Garnett personally providing entertainment expenses. Based on the information in the case record, it is unclear to what extent Garnett was involved in those activities.

take responsibility was based on the fact that he made a significant amount of money during his time playing in the NFL.

Out-of-State Contacts and Evaluations

In May 2021, Pierce, Garnett and Hawkins traveled out of state to observe prospects as they engaged in workouts or athletic competitions. First, Hawkins traveled to Miami, Florida, to observe two prospects during a high school workout prior to giving them a free meal. The following day, Pierce and Garnett also traveled to Miami and observed the same two prospects participate in another workout. Following the workout, Pierce and Garnett had contact with the prospects. That same month, Pierce traveled to St. Louis, Missouri, where he observed a prospect participate in a high school track practice prior to meeting him and his parents at a restaurant. Shortly thereafter, Pierce and Hawkins traveled to Des Moines, Iowa, where they observed a prospect participate in a high school track meet prior to meeting him and his parents at a restaurant. Pierce and Hawkins had additional contact with the prospect at his track meet the following day.

Regarding Pierce, one of the prospects told the enforcement staff that he recalled Pierce visiting him in Florida. That prospect specifically placed Pierce at the site of the high school workout and stated that the two of them spoke. Two other football staff members recalled Pierce traveling to Iowa and Missouri, respectively, for the purpose of visiting prospects. During his interview, Hawkins also confirmed his and Pierce's involvement in the evaluations and implied that Pierce took on a central role in directing them. Specifically, Hawkins stated, "When [Pierce] came and told me I was going to Florida, he didn't ask me, he told me. When he said we were going to Iowa, he didn't ask me, he told me."

With respect to Garnett, multiple individuals identified him as a primary recruiter of the two involved prospects. In his interview, Hawkins elaborated that Garnett was a "main recruiter of the Florida kids" due to his personal relationship with the prospects' high school coach. As a general matter, Pierce also confirmed that Garnett was involved in the recruitment of prospects even though he was not a countable coach. In their interviews, both involved prospects recalled Garnett either observing their workout or having contact with them in Miami.

Text Contacts with a Four-Year-College Prospect

From January 1 through 7, 2021, Pierce directed an assistant coach to text and call a prospect who was enrolled at another NCAA Division I institution. The prospect was not in the transfer portal at the time the contacts occurred. Over the course of their week-long exchange, the assistant coach sent the prospect 46 text messages and called him at least once. The prospect did not ultimately transfer to Arizona State.

During his interview with the enforcement staff, the assistant coach stated that he and other staff members knew that the prospect was not in the transfer portal. Despite that knowledge, the assistant coach stated that he felt pressured by Pierce to get the prospect to transfer to Arizona State in "whatever way [h]e had to." Moreover, the assistant coach recalled pressure stemming

from Pierce's "willingness to let people go and fire or not hire people based on their performance in recruiting." At the time of the contacts, the assistant coach was in the process of being promoted from a graduate assistant to one of the youngest position coaches at any Power Five institution in the country. Prior to his employment being finalized, Pierce sent the assistant coach a text message saying "Close the [prospect name]. Make it happen." Pierce then sent a message saying it "[f]urther[] cements you," which the assistant coach interpreted to mean that securing the prospect's commitment would solidify him as a full-time coaching staff member at Arizona State.

Post-Separation Conduct

Throughout his March 29, 2023, interview with the enforcement staff, Pierce acknowledged that some of the facts surrounding the unofficial visits (*i.e.*, which prospects visited on what dates and what they did during their visits) were substantially correct. He also acknowledged that he met with a number of prospects on and in the locale of Arizona State's campus. As rationale, Pierce stated that other institutions were engaging in recruiting activities during the dead period and Arizona State was just trying to compete. In his words, Pierce "[k]new about the rules, tried to keep up with the Jones[es]" and "broke the rules to do it, straightforward."

Notwithstanding his concessions, Pierce consistently denied planning or arranging any portion of the prospects' visits. When asked about his involvement in arranging social gatherings or conducting a tryout, Pierce stated that he only showed up to those events to meet prospects and, if it was a tryout, "watch[] a little bit." Similarly, Pierce denied having any knowledge of the expenses paid for prospects (*e.g.*, airfare, meals, apparel and lodging) until after those expenses were provided by other staff members. He speculated that Gill, Hawkins or the assistant coach must have used credit cards to pay those expenses and vehemently denied reimbursing them. Pierce summarized his conduct by saying that, while he "saw student-athletes," he "didn't fund anything" and "didn't give anybody money." To gain clarity on the source of the expenses, the enforcement staff requested that Pierce provide copies of his bank records on two occasions following his interview—once on March 30, 2023, and again on April 28, 2023. Pierce did not respond to those requests.

Pierce also denied having any involvement in the out-of-state contacts or evaluations. When asked if he ever traveled to Florida to visit prospects, Pierce said "no." When asked if he knew about coaches attending the track meet in Iowa, Pierce responded in the affirmative, stating that two other staff members went on that trip. Pierce was not expressly asked about his personal attendance at that meet, or about the evaluation and recruiting contact in Missouri, and Pierce did not mention either event.

In his April 3, 2024, NOA response, Garnett acknowledged his role in conducting a workout with a prospect. However, Garnett denied directing anyone to provide transportation to the gentlemen's club. Further, although he acknowledged being present at the club, he denied socializing with the prospects' parents while there. Garnett also appeared to acknowledge that he interacted with three prospects when they toured Arizona State's football facility and/or visited the bowling alley and arcade. Regarding the out-of-state contacts and evaluations, Garnett stated in his NOA response

that he traveled to Miami "by [himself] without any ASU relation." In large part, Garnett's positions differ from those taken during his February 23, 2023, interview with the enforcement staff, during which Garnett largely stated that he did not recall or did not have knowledge of the alleged events.

IV. ANALYSIS

The violations in the contested portion of this case involved Pierce's and Garnett's impermissible recruiting activities, Pierce's resulting unethical conduct violation, and post-separation violations for both Pierce and Garnett. The in-person recruiting contacts and inducements during the unofficial visits, as well as the out-of-state contacts and evaluations, are Level I for both individuals. Pierce's unethical conduct violation resulting from his knowing provision of inducements is also Level I. Further, Pierce's direction of impermissible recruiting communication is Level II. Both individuals' post-separation violations are Level I.

A. IMPERMISSIBLE RECRUITING CONTACTS AND INDUCEMENTS [NCAA Division I Manual Bylaws 11.01.3-(j), 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.2.1, 13.2.1.1-(b), 13.2.1.1-(h), 13.7.3.1, 13.7.3.1.2, 13.7.5 and 13.11.1 (2019-20 and 2020-21); 13.2.1.1-(g), 13.5.1 and 13.5.3 (2020-21)]

From July 2020 through May 2021, during the COVID-19 recruiting dead period, Pierce, Garnett, other football staff members and a booster arranged unofficial visits for, had in-person recruiting contact with, conducted tryouts with and/or provided inducements to 35 prospects and their families. Pierce, specifically, had recruiting contact with prospects and their families on or near Arizona State's campus on approximately 20 separate occasions. During that same time, Pierce also arranged for or provided inducements to at least 27 prospects in the form of unofficial visit expenses. Regarding Garnett, his violations included arranging and facilitating an impermissible tryout, directing impermissible transportation and engaging in recruiting contacts. These recruiting violations are Level I.

1. NCAA legislation relating to recruiting contacts and inducements.⁹

Bylaw 13 governs recruiting. With regard to permissible recruiting periods, Bylaw 13.02.5.5 defines a recruiting "dead period" as a period of time when it is not permissible to make in-person recruiting contacts or evaluations on- or off-campus or permit official or unofficial visits by prospects. As a result of the COVID-19 pandemic, the NCAA established a temporary recruiting dead period that was effective from March 13, 2020, through May 31, 2021. Related to contacts, Bylaw 13.1.2.1 addresses the general rule that only authorized institutional staff members may contact prospects, and Bylaw 13.1.2.5 outlines specific parameters surrounding off-campus contacts and evaluations.

⁹ The full text of all bylaws cited in this case can be found at Appendix One.

Specific to recruiting inducements, Bylaw 13.2.1 generally prohibits institutional staff members from any involvement in providing, arranging or offering benefits to a prospect that are not expressly permitted by NCAA legislation. Specific prohibitions are set forth in 13.2.1.1, and include gifts of clothing or equipment, free housing or free services/purchases of any type. *See* Bylaws 13.2.1.1-(b), (g) and (h).

Further, Bylaw 13.7 governs unofficial visits. During unofficial visits, institutions may not pay any expenses or provide any entertainment for prospects beyond the limited exceptions expressly permitted under NCAA legislation. *See* Bylaw 13.7.3.1 and 13.7.3.1.2. Further, institutions can provide transportation to prospects on unofficial visits only to visit institutional facilities or attend a home athletics contest. *See* Bylaws 13.5.1 and 13.5.3. Lastly, under Bylaw 13.11.1, institutions cannot conduct any physical activity with prospects whereby they reveal, demonstrate or display their athletics ability (*i.e.*, conduct tryouts).

2. Pierce and Garnett engaged in impermissible recruiting activities in conjunction with unofficial visits during the COVID-19 recruiting dead period.

Over the course of nearly one year during the COVID-19 recruiting dead period, Pierce directly or indirectly paid for the roundtrip airfare and/or lodging of at least seven prospects and some of their families as part of his arrangement of prospects' unofficial visits to Arizona State. Once in the locale, Pierce had roughly 20 in-person contacts when he arranged impermissible tryouts, tours of Arizona State's football facility and entertainment for the prospects. Additionally, Pierce arranged for or provided impermissible inducements in the form of meals, apparel, local transportation and/or entertainment expenses to a total of at least 27 prospects and some of their families. Regarding Garnett, he engaged in impermissible recruiting contacts with prospects and their families when he arranged and facilitated an impermissible tryout at a local park, directed staff members to provide impermissible transportation and engaged in recruiting contacts. The panel concludes that both Pierce's and Garnett's conduct violated Bylaw 13 and resulted in collective Level I violations.

The scope of the conduct encompassed in this violation was substantial. The allegation itself included 49 subsections. Pierce was specifically named in 31 of those subsections. Despite requesting to process his case via written record hearing, Pierce did not respond to the NOA; therefore, he did not provide his position on any of the conduct alleged by the enforcement staff. Pursuant to Bylaw 19.9.2.2.1, a hearing panel may view a party's failure to respond to an allegation as an admission that the violation occurred.¹⁰

Although not required due to the panel's legislative authority under Bylaw 19.9.2.2.1, the panel engaged in a thorough review of the factual record, including Pierce's own statements. The factual record overwhelmingly supported that Pierce arranged unofficial visits, engaged in recruiting contacts and provided prospects and/or their family members with inducements. In Pierce's

¹⁰ Similarly, Pierce refused to provide his financial records as requested by the enforcement staff. In addition to supporting a standalone violation, Pierce's refusal permits the panel to conclude that his financial records would have supported the inducements in this violation. *See* Bylaw 19.7.5.1.

interview, he admitted to participating in recruiting contacts during the unofficial visits but disputed having a role in arranging or funding the visits. Notwithstanding his denials, Pierce's conduct is supported by interview statements from football staff members who identified him as the ringleader of the entire unofficial visit scheme. It is unreasonable to arrive at any other conclusion.

Garnett was named in three subsections of the allegation. In his NOA response, Garnett appeared to contest portions of the unofficial visit-related conduct. Specifically, Garnett disputed that he directed impermissible transportation for a prospect's parents to a gentlemen's club and had contact with the parents at the club.¹¹ However, the panel noted that Garnett's NOA response was unclear and provided minimal support for his positions. As with Pierce, interview statements by other football staff members—namely, the recruiting staff member who drove to the club—support Garnett's involvement in the disputed conduct.

In considering this case, the panel was troubled by the widespread, pervasive nature of the unofficial visits. Overall, the football staff exhibited complete disregard for the most basic restrictions of the COVID-19 recruiting dead period. Although precautions and restrictions around COVID-19 have changed, they were of critical importance at the time the conduct in this case occurred. The restrictions put in place prioritized health and wellbeing, as well as competitive equity. The actions of the Arizona State football program—led by Pierce—blatantly disregarded both.

For nearly one year, numerous members of the football staff engaged in conduct that placed the health and safety of 35 prospects and their families at risk. As Pierce acknowledged in his interview, he knew that the staff were not permitted to have in-person contact with prospects and their families during the dead period. Nonetheless, he continued arranging and participating in visits. In his own words, Pierce "[k]new about the rules, tried to keep up with the Jones[es]" and "broke the rules to do it." As the "quarterback" of the scheme, Pierce pressured younger and/or less experienced staff members to engage in violations. Multiple staff members reported that they feared they would lose their jobs if they did not follow Pierce's directives to bring prospects to campus during the dead period. Pierce's conduct not only exemplifies a blatant disregard for NCAA bylaws, but a total indifference to the wellbeing of the staff members who reported to him.

The panel also considered the rationale for recruiting legislation which, in part, is to ensure no institution has unfettered access to a prospect that another institution does not have. In defying the recruiting dead period restrictions, Arizona State's football staff gained a significant, specifically prohibited recruiting advantage over other compliant institutions.

Further, the panel is alarmed by the substance and context around some of the impermissible contacts and inducements. They included a trip to a shooting range and a gentlemen's club. As

¹¹ In his NOA response, Garnett also appeared to dispute providing apparel in conjunction with a tour, as well as entertainment expenses at the bowling alley and arcade. Despite the enforcement staff's allegation, the panel does not find there is sufficient information in the case record to support that Garnett was involved in providing those specific inducements. The panel's decision with regard to those portions of Garnett's conduct does not materially affect the finding or level of this violation.

the COI has previously stated, adult entertainment has no place in the NCAA Collegiate Model. *See Georgia Institute of Technology (Georgia Tech) (2019)*. Although the facts of this case differ from *Georgia Tech* in that the trip to the gentlemen's club involved a prospect's parents instead of prospects, the conduct remains inappropriate.

The COI has previously concluded that recruiting contacts and inducements of a similar scope and nature during the COVID-19 recruiting dead period constituted Level I violations. *See University of Tennessee, Knoxville (Tennessee) (2023)* (concluding that members of the football staff knowingly arranged and funded impermissible visits for six prospects and their guests, including arranging and paying for hotel lodging, meals, transportation, entertainment and apparel totaling over \$12,000 in inducements) and *U.S. Air Force Academy (Air Force) (2023)* (in a bifurcated case, concluding that an assistant coach's individual role in a broader practice to bring prospects to campus during the COVID-19 recruiting dead period was Level I). In the present case, the violations throughout the football program are more expansive than the dead period violations in *Tennessee* and *Air Force*—both in terms of the number of involved prospects, the duration of the alleged conduct and the substance of the activities that occurred during the visits.

Consistent with these cases, and pursuant to Bylaw 19.1.2, the panel concludes that Pierce's and Garnett's violations are Level I. Although Pierce and Garnett had varying degrees of involvement in the unofficial visits, it is well established that the level associated with a violation applies to all parties to that violation. *See Oklahoma State University (2020)* (stating "the level of a violation attaches to the conduct, not the actor"); *see also* Bylaw 19.1.1. Considering these facts as a whole, the panel concludes that Level I violations occurred.

B. UNETHICAL CONDUCT [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(b) (2019-20 and 2020-21)]

From July 2020 through May 2021, Pierce violated the principles of ethical conduct when he knowingly arranged for or directed others to arrange for and/or provide impermissible inducements in the form of unofficial visit expenses. The violation is Level I.

1. NCAA legislation relating to unethical conduct.

Bylaw 10.01.1 requires individuals employed by member institutions to act with honesty and sportsmanship. More specifically, Bylaw 10.1 defines unethical conduct and includes a non-exhaustive list of example behaviors identified as unethical conduct. Specifically, Bylaw 10.1-(b) identifies an individual's knowing involvement in providing a prospective or an enrolled student-athlete an improper inducement or extra benefit as unethical conduct.

2. Pierce violated the principles of ethical conduct when he knowingly arranged for or provided impermissible inducements to prospects and their families during the COVID-19 recruiting dead period.

Over the course of nearly one year, Pierce arranged for or provided impermissible inducements to at least 27 prospects and their families in the form of airfare, lodging, meals, apparel, local transportation and/or entertainment expenses.¹² The panel concludes that Pierce's knowing provision of impermissible inducements constitutes a Level I unethical conduct violation under Bylaw 10.

Pierce's arrangement for and provision of inducements was a widespread, integral part of the football program's unofficial visit scheme. Simply put, Pierce—largely in collaboration with Jackson—funded many of the visits and went above and beyond to entertain prospects once they arrived in the locale. As the panel noted above, Pierce disputed his alleged involvement in funding the visits, which included providing any impermissible inducements. In his words, Pierce "didn't fund anything" and "didn't give anybody money."¹³ Because Pierce's position is contradicted by multiple other staff members' interview statements, the panel does not find his claims to be credible. It would be unreasonable to come to any other conclusion. Moreover, it would be unreasonable to conclude that a coach in Pierce's position did not know that his conduct was impermissible. Therefore, his knowing provision and/or arrangement of inducements supports a conclusion of unethical conduct.

The COI has previously concluded that the knowing provision of impermissible inducements and/or benefits constitute Level I violations when the benefits or inducements are particularly extensive in duration, value or scope, or where they confer substantial advantages on the institution. *See The Ohio State University* (2022) (concluding that a head fencing coach violated ethical conduct legislation when he provided, or directed his staff to provide, impermissible benefits in the form of free access to the fencing practice facility and inducements to three prospects in the form of lessons, meals and facility access) and *University of Northern Colorado* (2017) (concluding Level I unethical conduct violations occurred where multiple coaches provided prospects with impermissible inducements in the form of payment for online courses). As with the conduct in these cases, the panel determines that Pierce's conduct supports a Level I unethical conduct violation.

¹² In the NOA, the enforcement staff primarily based Pierce's unethical conduct allegation on his arrangement for or provision of inducements in conjunction with prospects' unofficial visits. However, the unethical conduct allegation also referenced inducements stemming from other allegations—namely, Pierce's involvement in off-campus contacts and evaluations, and his direction of the assistant coach's impermissible recruiting communication. While Pierce may have arranged for or provided inducements during the off-campus contacts, that conduct was not clearly attributed to Pierce. The only express inducement in that allegation was a meal provided by Hawkins. Further, there does not appear to be any reference to inducements in the recruiting communication allegation. Ultimately, the panel determines that whether additional inducements occurred that could have supported Pierce's unethical conduct is immaterial to its conclusion of this violation.

¹³ The enforcement staff afforded Pierce the opportunity to prove he did not finance the impermissible visits when it requested relevant financial records. However, as will be further discussed below, Pierce refused to provide the requested records. Pursuant to Bylaw 19.7.5.1, the panel may infer that materials requested during an investigation, but not produced, would support an alleged violation. Although the panel could solely rely on the negative inference, other staff members' credible statements demonstrate that Pierce provided a significant amount of the funding to support the impermissible visits and inducements.

C. IMPERMISSIBLE OFF-CAMPUS RECRUITING CONTACTS AND EVALUATIONS [NCAA Division I Manual Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.1.4, 13.1.6.2.1, 13.1.6.2.4, 13.7.5 and 13.11.1 (2020-21)]

Pierce and Garnett had off-campus recruiting contacts and evaluations with prospects in May 2021 during the COVID-19 recruiting dead period. The violation is Level I.

1. NCAA legislation relating to contacts and evaluations.

Bylaw 13.1.2.1 requires all in-person, on- and off-campus recruiting contacts with a prospect or their family members to be made by authorized institutional staff members. As such, only those coaches who are identified by the institution in accordance with NCAA bylaws may contact or evaluate prospects off campus. *See* Bylaw 13.1.2.5. In Bowl Subdivision Football, those individuals only include head and assistant coaches counted by the institution within the legislated numerical limitations. *See* Bylaw 11.7.4.2. However, Bylaw 13.1.4 prohibits even authorized staff members from visiting a prospect's educational institution during a dead period. Further, in-person contact may not be made with a prospect prior to any athletics competition in which the prospect is competing. *See* Bylaw 13.1.6.2.1. Relatedly, in-person contact with a prospect shall not be made at the site of a prospect's practice or competition outside the permissible contact or recruiting periods in football. *See* Bylaw 13.1.6.2.4.

2. Pierce and Garnett engaged in off-campus recruiting contacts and conducted impermissible evaluations with prospects during the COVID-19 recruiting dead period.

In May 2021, Pierce, Garnett and Hawkins traveled to Miami, Florida. While there, Pierce and Garnett impermissibly observed two prospects participate in a high school workout. After the workout, Pierce and Garnett had in-person recruiting contact with the prospects. Later that month, Pierce traveled to St. Louis, Missouri, where he impermissibly observed a prospect participate in a high school track practice prior to having in-person recruiting contact with him and his parents at a restaurant. Soon after, Pierce and Hawkins traveled to Des Moines, Iowa, where they impermissibly observed a prospect participate in a high school track meet prior to having in-person recruiting contact with him and his parents at a restaurant. Pierce and Hawkins had additional in-person recruiting contact with the prospect at the track meet the following day. The panel concludes that this conduct resulted in a Level I violation of Bylaw 13 for both Pierce and Garnett.

As with their involvement in arranging and participating in unofficial visits, Pierce and Garnett knowingly violated the COVID-19 recruiting dead period when they engaged in off-campus contacts and evaluations. According to Hawkins, Pierce took on a similar role in directing these out-of-state trips as he did with the unofficial visits.¹⁴ Regardless of Pierce's role in organizing

¹⁴ The NOA alleged that Pierce, Garnett and Hawkins each had recruiting contacts and conducted evaluations during the out-of-state visits. In its written reply, the enforcement staff assigned a more significant, central role to Pierce—specifically, that he "organized or directed" the off-campus contacts and evaluations. Although Hawkins' interview statements could support that narrative, the panel only considered Pierce's conduct as alleged in the NOA. Whether Pierce was the central actor is ultimately immaterial to whether the violation occurred and the level of the violation.

the off-campus contacts and evaluations, multiple staff members' and at least one prospect's interview statements support that Pierce participated in the impermissible recruiting activities. Further, the two Miami-area prospects confirmed Garnett's leading role in their recruitment and his involvement in the violations.

As stated above, impermissible recruiting activities during the COVID-19 recruiting dead period have recently resulted in Level I violations. *See Air Force* (in a bifurcated case, concluding that an assistant football coach's individual role in impermissible in-person recruiting contacts and inducements with four prospects was Level I). Like the assistant coach's conduct in *Air Force*, the off-campus contacts and evaluations in this case involved the same number of prospects (four) over a similar duration (less than one month). In *Air Force*, the COI also highlighted that the assistant coach's individual conduct was part of a broader, program-wide practice of violating the dead period. The same is true in this case. Although the impermissible activities differ from those in *Air Force* in that they occurred off-campus instead of in the institution's locale, the conduct violated the dead period. Thus, the panel concludes that this violation is Level I for Pierce and Garnett.

D. IMPERMISSIBLE RECRUITING COMMUNICATION [NCAA Division I Manual Bylaw 13.1.1.3 (2020-21)]

In January 2021, Pierce directed an assistant coach to violate recruiting communication legislation by sending 46 text messages and placing a phone call to a four-year college prospect who was not in the transfer portal. The violation is Level II.

1. NCAA legislation relating to recruiting communication.

Bylaw 13.1.1.3 provides that an athletics staff member shall not communicate with the student-athlete of another Division I institution, directly or indirectly, without first obtaining authorization through the notification of transfer process (*i.e.*, before they enter the transfer portal).

2. Pierce directed an assistant coach to impermissibly text and call a four-year college prospect who was not in the transfer portal.

From January 1 through 7, 2021, Pierce directed an assistant coach to impermissibly text and call a prospect who was enrolled at another Division I institution. That prospect was not in the transfer portal at the time the recruiting communication occurred. In total, the assistant coach sent the prospect 46 text messages and called him at least once. The panel concludes this conduct resulted in a Level II violation of Bylaw 13.

The assistant coach confirmed that football staff members, including Pierce, knew that the prospect was not in the transfer portal. Yet, Pierce still directed the assistant coach to contact the prospect. Stated differently, Pierce knowingly directed the assistant coach to engage in tampering.

Beyond Pierce's violation of basic recruiting legislation, the panel is troubled by the recurring theme of young staff members committing violations out of fear of how Pierce may retaliate (*e.g.*, by firing them or hindering their future job opportunities). Although not an excuse for those staff members' decisions to engage in violations, Pierce's aggressive approach to recruiting fostered a culture in which violations were expected and encouraged. In the assistant coach's case, Pierce exerted pressure on him to engage in violations while the assistant coach was in the process of obtaining full-time employment at Arizona State. The panel is not indifferent to the important roles that recruiting staff members hold within their programs. Pressure to secure prospects' commitments is to be expected throughout the recruiting process. However, Pierce appeared to have left staff members with two options: violate NCAA rules to meet his expectations or risk having their employment terminated.

The COI has often concluded that tampering results in a Level II violation. *See California State University, Northridge (CSUN) (2022)* (concluding that a Level II violation occurred when an assistant coach had at least seven impermissible text contacts with a four-year college prospect who was not in the transfer portal) and *Sam Houston State University (2017)* (concluding via summary disposition report (SDR) that a Level II violation occurred when a former head coach sent at least 31 Facebook messages to a prospect prior to obtaining written permission from the prospect's NCAA institution).

Further, under Bylaw 19.1.3-(f), tampering is expressly listed as conduct that may constitute a Level II violation. Consistent with case and legislative guidance, the panel concludes that this violation is Level II.

E. POST-SEPARATION FAILURE TO COOPERATE: PROVIDING FALSE AND MISLEADING INFORMATION [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(d), 19.2.2-(a) and 19.2.2-(c) (2022-23)]

On February 23, 2023, Garnett failed to cooperate when he knowingly provided false or misleading information to the enforcement staff by denying knowledge of and/or involvement in impermissible contacts, directing transportation and conducting evaluations. Then, on March 29, 2023, Pierce failed to cooperate when he knowingly provided false or misleading information to the enforcement staff by denying knowledge of and/or involvement in arranging, planning and funding unofficial visits and engaging in off-campus contacts and evaluations. Both violations are Level I.

1. NCAA legislation relating to cooperation.

Bylaw 19.2.1 obligates all current and former institutional employees to cooperate with the objectives of the Association and its infractions program. Among other requirements, this affirmative obligation includes providing complete and truthful responses during interviews. *See* Bylaw 19.2.1-(d). Conversely, Bylaw 19.2.2 outlines conduct that constitutes a failure to cooperate, such as failing to fulfill the requirements of Bylaw 19.2.1 and providing false or misleading information. *See* Bylaws 19.2.2-(a) and (c).

2. Pierce and Garnett failed to cooperate when they denied aspects of the recruiting violations.

During their respective interviews, Pierce and Garnett each denied knowledge of or involvement in aspects of the underlying violations in this case. Their statements are overwhelmingly contradicted by interviews from staff members and prospects who were involved in the violations. Additionally, Garnett subsequently contradicted several of his interview statements in his NOA response, in which he appears to admit to or provide different explanations for his conduct. The panel does not find Pierce's or Garnett's denials credible. Thus, it concludes that their interview statements resulted in Level I violations of Bylaw 19.

Throughout his interview, Pierce admitted to having in-person recruiting contact with prospects on unofficial visits. However, he denied every other allegation that he was asked about, including arranging and funding the visits and engaging in off-campus contacts and evaluations. In response to those questions, Pierce would often attempt to place blame on other staff members. Specifically, he suggested that other staff members were using their credit cards to pay for visit expenses without his knowledge. Pierce also suggested that other staff members were the ones making out-of-state trips to evaluate prospects.

In Garnett's interview, he largely provided vague responses and said he did not recall most of the answers to the enforcement staff's questions. In his NOA response, Garnett acknowledged his involvement in conducting a tryout and engaging in additional recruiting contacts. Garnett's response contradicted his earlier statements and, in part, indirectly acknowledged that he was not truthful in his interview with the enforcement staff. Despite some later recollections included in his response, Garnett continued to deny his involvement in directing transportation, socializing with a prospect's parents at the gentlemen's club or engaging in off-campus contacts and evaluations.

Contrary to Pierce's and Garnett's denials, several football staff members and prospects provided credible and consistent testimony during their interviews about Pierce's and Garnett's direct and intentional involvement in the underlying conduct. Based on the information developed in the record, the panel determines that Pierce and Garnett provided false or misleading information during their interviews.

The COI has consistently concluded that Level I violations occur when individuals knowingly provide false or misleading information about their involvement in violations. *See University of Michigan* (2024) (concluding that a Level I violation occurred when the head football coach denied his knowledge of or involvement in recruiting violations during the COVID-19 recruiting dead period, but his conduct was significantly supported by the record); *Florida International University (FIU)* (2023) (concluding that a Level I violation occurred when a head softball coach denied her involvement in impermissible contacts during the COVID-19 recruiting dead period despite credible information in the record to the contrary); and *Georgia Tech* (concluding that an assistant men's basketball coach engaged in Level I unethical conduct when he knowingly provided false or misleading information on two occasions about his involvement in recruiting violations

and attempted to influence another individual to provide false or misleading information as a cover up). As in these cases, the panel concludes that Pierce's and Garnett's provision of false or misleading information is Level I.

F. POST-SEPARATION FAILURE TO COOPERATE: FAILING TO PRODUCE REQUESTED MATERIALS [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(e), 19.2.2-(a) and 19.2.2-(b) (2022-23)]

Beginning on March 30, 2023, Pierce failed to cooperate when he failed to provide copies of his financial records when requested by the enforcement staff. The violation is Level I.

1. NCAA legislation relating to cooperation.

As previously stated, Bylaw 19.2.1 obligates all current and former institutional employees to cooperate with the objectives of the Association and its infractions program. In addition to providing complete and truthful responses, parties are also required to make a full and complete disclosure of relevant information, including timely production of materials or information requested. *See* Bylaw 19.1.2-(e). Again, Bylaw 19.2.2 outlines conduct that constitutes a failure to cooperate, which includes failing to fulfill the requirements of Bylaw 19.2.1 or provide information relevant to a violation. *See* Bylaws 19.2.2-(a) and (b).

2. Pierce failed to cooperate when he failed to provide copies of his financial records to the enforcement staff.

Following Pierce's interview, the enforcement staff sent Pierce a request for copies of his financial records on March 30, 2023. When Pierce failed to respond to that request, the enforcement staff sent another request on April 28, 2023. Again, Pierce did not respond. The panel concludes that Pierce's failure to provide his financial records resulted in a Level I violation of Bylaw 19.

The enforcement staff requested Pierce's financial records in an effort to gain clarity about his provision of inducements during the COVID-19 recruiting dead period. Pierce's failure to provide those records hindered the enforcement staff's ability to investigate those violations. Further, as stated above, the panel can infer that Pierce's failure to produce the requested materials means that his financial records would have supported the inducement violations. *See* Bylaw 19.7.5.1.

The COI has previously concluded that Level I violations occur when parties fail to provide the enforcement staff with the requested records. *See Georgia Institute of Technology (Georgia Tech)* (2021) (concluding that an assistant women's basketball coach failed to cooperate, in part, when he failed to produce the requested bank records) and *University of Louisiana at Lafayette* (2016) (concluding that an assistant football coach failed to cooperate, in part, when he declined to furnish phone records). Consistent with case guidance, the panel concludes that this violation is Level I.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel concludes this case involved Level I and Level II violations of NCAA legislation. Bylaw 19.1.2 defines a Level I violation as a violation that seriously undermines or threatens the integrity of the Collegiate Model, including failure to cooperate or the provision of false or misleading information. Pursuant to Bylaw 19.1.3, a Level II violation is a violation that provides or is intended to provide more than a minimal but less than a substantial or extensive recruiting advantage or benefit.

The panel determined the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies both Pierce's and Garnett's cases as Level I-Aggravated.

Aggravating Factors for Pierce

Bylaw 19.12.3.2-(a): Multiple Level I and/or multiple Level II violations;

Bylaw 19.12.3.2-(b): Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance resolution of the matter, including steps that hinder or thwart the institution and/or enforcement staff's investigation;

Bylaw 19.12.3.2-(c), Violations were premeditated, deliberate or committed after substantial planning;

Bylaw 19.12.3.2-(d): Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct;

Bylaw 19.12.3.2-(e), One or more violations caused ineligible competition;

Bylaw 19.12.3.2-(i): Intentional, willful, or blatant disregard for NCAA bylaws;

Bylaw 19.12.3.2-(j), Involvement by a representative of the institution's athletics interests in violations; and

Bylaw 19.12.3.2-(l): Other facts warranting a higher penalty range.

The panel determines that the eight aggravating factors identified by the enforcement staff apply. The panel affords each factor normal weight, except for Bylaw 19.12.3.2-(b), *Failing or refusing to take all appropriate steps to advance resolution of the matter*, which it affords significant weight.

Bylaw 19.12.3.2-(a), *Multiple Level I and/or multiple Level II violations*, applies because Pierce is responsible for five Level I violations and one Level II violation.

With respect to Bylaw 19.12.3.2-(b), *Failing or refusing to take all appropriate steps to advance resolution of the matter*, the factor applies due to Pierce's provision of false or misleading information during his March 29, 2023, interview. Pierce denied arranging unofficial visits, providing inducements or engaging in evaluations. These denials do not comport with the weight of the factual information. Pierce's denials amount to false or misleading statements and demonstrate his failure to meet his responsibility to cooperate. Pierce also failed to cooperate when he declined to provide the requested financial records. Additionally, Pierce further frustrated

the panel's ability to resolve this case when he failed to respond to the NOA. His conduct did not advance the resolution of this matter.

The COI has previously applied this factor to two head coaches who, like Pierce, denied engaging in impermissible contacts during the COVID-19 recruiting dead period despite credible record information to the contrary. *See Michigan* (determining the factor applied because the head coach's false and misleading interview statements did not promote the efficient resolution of the case) and *FIU* (same). Given the impact of Pierce's two failure to cooperate violations, coupled with his subsequent failure to respond to the NOA, the panel applies this factor and affords it significant weight.

Additionally, the panel applies Bylaw 19.12.3.2-(c), *Violations were premeditated, deliberate or committed after substantial planning*, to Pierce. The COI has previously applied this factor's predecessor, Bylaw 19.9.3-(f), when individuals knowingly engaged in violations of NCAA legislation and those violations involved some degree of coordination. *See Tennessee* (applying the factor to a head football coach who made conscious and deliberate decisions to provide prospects, student-athletes and/or their families with cash inducements and benefits) and *University of Akron* (2021) (applying the factor to an associate athletic director who provided cash loans from his personal bank account to student-athletes after learning the bursar's office would not provide advances on their scholarship monies). In the present case, Pierce's conduct was deliberate. He orchestrated and implemented a scheme to impermissibly bring prospects to campus for roughly one year during the dead period. He also traveled out of state to engage in impermissible off-campus contacts and evaluations. Thus, this factor applies.

The panel also determines that Bylaw 19.12.3.2-(d), *Persons of authority condoned, participated in or negligently disregarded the violation*, applies to Pierce. The COI has consistently applied this factor's predecessor, Bylaw 19.9.3-(h), to coaching staff members—including associate head coaches and assistant coaches—when they personally participated in violations. *See Louisiana State University (LSU)* (2022) (applying the factor to an assistant football coach who was directly involved in recruiting violations during the COVID-19 recruiting dead period) and *Texas Christian University* (2021) (applying the factor to an assistant men's basketball coach who participated in a scheme to steer prospects and student-athletes to a management company in exchange for payment). Here, Pierce, who was described as the "quarterback" of the scheme, was directly involved in violations due to his arrangement of unofficial visits and participation in recruiting activities during the COVID-19 recruiting dead period. Pierce also had off-campus recruiting contacts, conducted evaluations and instructed an assistant coach to tamper with a four-year college prospect. Most concerning, Pierce used his position of authority on the staff to influence and pressure other staff members to engage in violations. This factor applies.

Further, the panel applies Bylaw 19.12.3.2-(e), *One or more violations caused ineligible competition*, because Pierce's provision of inducements resulted in ineligible competition. Pierce was alleged to have provided inducements to at least 27 prospects. It appears that eight student-athletes competed in 19 contests while ineligible as a result of their receipt of inducements. The NOA does not clearly identify which of those student-athletes received inducements from Pierce

as opposed to another football staff member; however, based on the student-athletes identified by the institution, it appears that Pierce provided inducements to at least seven of those individuals. The previous iteration of this aggravating factor was 19.9.3-(i), which the COI routinely applied to involved individuals when their violations directly resulted in a student-athlete's ineligible competition. *See Tennessee* (applying the factor to a head coach when his provision of inducements to two prospects resulted in them competing in 46 contests while ineligible) and *Missouri State University* (2021) (applying the factor to the head coach, who was personally involved in, condoned and disregarded violations which resulted in significant ineligibility for 13 student-athletes over a three-year period). This factor also applies.

With respect to Bylaw 19.12.3.2-(i), *Intentional, willful or blatant disregard for the NCAA constitution and bylaws*, the COI has regularly applied this factor and its predecessor, Bylaw 19.9.3-(m), to individuals who violate NCAA rules knowingly. *See Michigan* (applying the factor to the head football coach who knowingly ignored COVID-19 recruiting dead period rules by having in-person contact and providing inducements to prospects); *FIU* (applying the factor to the head softball coach, who knowingly ignored COVID-19 recruiting dead period rules by having in-person contact with prospects); and *LSU* (applying the factor to an assistant football coach who intentionally positioned himself to have in-person contact with a prospect on two occasions during the COVID-19 recruiting dead period). Like the coaches in these cases, Pierce knew his conduct was impermissible. He acknowledged during his interview that he was aware of COVID-19 recruiting dead period rules and was trying to keep up with other institutions that may have been engaging in violations. Pierce's knowing and intentional conduct warrants application of this factor.

The panel also considered Bylaw 19.12.3.2-(j), *Involvement by a representative of the institution's athletics interests in violations*, for Pierce. This is a new factor with no analogue in the former list of aggravating factors. Apart from identifying this factor in one NR, it has not been applied in any other recent cases.¹⁵ Pierce enlisted the help of a booster—Jackson—to plan and arrange several prospects' visits to campus. In particular, the record indicates that Jackson regularly arranged social gatherings, accommodations, transportation and other inducements. Based on the plain language of this factor, the panel applies Bylaw 19.12.3.2-(j) to Pierce.

Lastly, Bylaw 19.12.3.2-(l), *Other facts warranting a higher penalty range*, applies because Pierce's violations took place during the COVID-19 recruiting dead period. The COI has recently and consistently applied this factor and its predecessor, Bylaw 19.9.3-(o), to individuals who violated the COVID-19 recruiting dead period restrictions. *See Michigan; FIU; Air Force; CSUN; and LSU*. The COVID-19 recruiting dead period was critical to the NCAA membership to promote the health and safety of coaches, staff, student-athletes, prospects and their families, while also addressing competitive equity concerns across college athletics. Pierce disregarded the COVID-19 restrictions and put others at risk, while also gaining a significant recruiting advantage over those schools and programs that adhered to the dead period. This factor applies.

¹⁵ In *Florida State University* (2024), the COI approved the parties' agreement that this factor applied to an assistant football coach after he facilitated an off-campus meeting between a prospect, his family and a booster. Pursuant to Bylaw 19.10.6, NRs have no precedential value.

Mitigating Factors for Pierce

Bylaw 19.12.4.2-(e): The absence of prior conclusions of Level I, Level II, or major violations by the involved individual.

The panel determines that the factor identified by the enforcement staff, Bylaw 19.12.4.2-(e), applies to Pierce, and it affords the factor normal weight.

Aggravating Factors for Garnett

Bylaw 19.12.3.2-(a): Multiple Level I and/or multiple Level II violations;

Bylaw 19.12.3.2-(b): Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance resolution of the matter, including steps that hinder or thwart the institution and/or enforcement staff's investigation;

Bylaw 19.12.3.2-(i): Intentional, willful, or blatant disregard for NCAA bylaws; and

Bylaw 19.12.3.2-(l): Other facts warranting a higher penalty range.

Garnett did not specifically address the application of aggravating factors in his response to the NOA. The panel determines that the four aggravating factors identified by the enforcement staff apply and affords each factor normal weight.

Bylaw 19.12.3.2-(a), *Multiple Level I and/or multiple Level II violations*, applies because Garnett is responsible for three Level I violations.

Additionally, the panel determined that Bylaw 19.12.3.2-(b), *Failing or refusing to take all appropriate steps to advance resolution of the matter*, applies to Garnett. Like Pierce, Garnett provided false or misleading statements during his interview. The COI has applied this new factor in cases where individuals provided false or misleading information to the enforcement staff. *See Michigan* and *FIU*. Because Garnett denied his involvement in aspects of the impermissible recruiting activities and those denials are contradicted by the weight of the credible record information, this factor applies.

The panel also applies Bylaw 19.12.3.2-(i), *Intentional, willful or blatant disregard for NCAA bylaws*, to Garnett. As stated above, the COI has applied this factor and its predecessor, Bylaw 19.9.3-(m), to individuals who knowingly violate NCAA legislation. *See Michigan, FIU* and *LSU*. Garnett's violations included conducting an impermissible tryout, engaging in recruiting contacts with prospects and their parents, and conducting off-campus evaluations during the COVID-19 recruiting dead period. Although more limited in nature than Pierce's conduct, Garnett disregarded fundamental dead period legislation. Therefore, this factor applies.

Finally, the panel determined that Bylaw 19.12.3.2-(l), *Other facts warranting a higher penalty range*, applies to Garnett because he disregarded COVID-19 restrictions and put prospects, visitors, coaches and student-athletes at risk. The application of this factor is consistent with other

contested cases where involved individuals violated the COVID-19 recruiting dead period restrictions. *See Michigan; FIU; Tennessee; LSU; CSUN; and Air Force.* This factor applies.

Mitigating Factors for Garnett

Bylaw 19.12.4.2-(e): The absence of prior conclusions of Level I, Level II, or major violations by the involved individual.

Garnett did not specifically address the application of mitigating factors in his response to the NOA. The panel determines that the factor identified by the enforcement staff, Bylaw 19.12.4.2-(e), applies, and it affords the factor normal weight.

Penalties for Level I-Aggravated Violations

- 1. Show-Cause Order:** Pierce was directly involved in impermissible in-person recruiting contacts during the COVID-19 recruiting dead period—conduct he knew to be impermissible. He orchestrated a scheme whereby he and other staff members brought 35 prospects to campus over the course of nearly one year. When doing so, he also arranged for or provided inducements to at least 27 prospects and their families. Additionally, Pierce engaged in impermissible off-campus contacts and evaluations in three states and instructed a staff member to engage in tampering. Moreover, Pierce increased the severity of his case when he provided false or misleading information during the investigation and failed to produce his financial records. Accordingly, Pierce shall be subject to an eight-year show-cause order from **October 3, 2024**, through **October 2, 2032**. In accordance with Bylaw 19.12.6.4 and COI IOP 5-16-1, any institution employing Pierce during the eight-year show-cause period shall restrict him from all athletically related activities. Any NCAA member institution employing Pierce during the eight-year show-cause period shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.
- 2. Suspension:** Should Pierce become employed in an athletically related position at an NCAA member institution during the eight-year show-cause period, he shall be suspended from 100 percent of the first season of his employment. Because the show-cause order restricts Pierce from all athletically related activity, the suspension is subsumed within the show-cause order. The provisions of this suspension require that Pierce not be present in the facility where the contests are played and have no contact or communication with football coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During that period, Pierce may not participate in any coaching activities, including but not limited to team travel, practice, video study, recruiting and team meetings. The results of those contests from which Pierce is suspended shall not count toward his career coaching record.

Although each case is unique, the show-cause and suspension penalties for Pierce generally align with other cases where coaches engaged in intentional and widespread Level I-Aggravated violations, and then failed to cooperate. *See Tennessee* (prescribing a six-year show-cause order and concurrent 100 percent suspension for the head football coach whose program committed a total of 22 collective Level I violations—comprised of more than 200 individual violations—over a period of approximately two years); *University of the Pacific* (2017) (prescribing an eight-year show-cause with a 50 percent concurrent suspension to a head men's basketball coach who engaged in academic misconduct, knowingly provided prospects with impermissible recruiting inducements, failed to cooperate with the investigation, knowingly provided false or misleading information and influenced other individuals to provide false or misleading information); and *University of Southern Mississippi* (2016) (prescribing a 10-year show-cause order to a head men's basketball coach who orchestrated a scheme of academic fraud involving seven prospective student-athletes over two years and then provided false or misleading information to the enforcement staff).

The show-cause orders in these cases range from six to 10 years in length. In arriving at an eight-year show-cause order for Pierce, the panel emphasized his role as the ringleader in orchestrating the recruiting violations. Although Pierce was not the head coach, he was, in many ways, acting with that level of authority over the rest of the staff members. Moreover, other coaches and staff viewed him in a head-coach-like position. As a result, he was able to pressure them to engage in violations. Further, Pierce's two failure to cooperate violations—coupled with his failure to submit a response to the NOA—significantly hindered this case's resolution. In addition to Pierce's disregard for fundamental recruiting legislation, he wholly disregarded the cooperative and procedural expectations of the NCAA's infractions process. Finally, the NCAA membership recently adopted a series of reforms that provide greater accountability for individuals who commit rules violations. Among other things, these reforms increased the ranges and durations for certain penalties within the Figure 19-1 guidelines, and expanded suspensions to apply to all involved individuals, not just head coaches. Through these legislative changes, the NCAA membership expects the COI to prescribe significant and meaningful penalties to address significant and serious violations. An eight-year show-cause order is consistent with these reforms and the penalty guidelines.

- 3. Show-Cause Order:** Garnett was directly involved in impermissible in-person recruiting contacts during the COVID-19 recruiting dead period—conduct he knew to be impermissible. Moreover, Garnett increased the severity of his case when he provided false or misleading information during the investigation. Accordingly, Garnett shall be subject to a five-year show-cause order from **October 3, 2024**, through **October 2, 2029**. In accordance with Bylaw 19.12.6.4 and COI IOP 5-16-1, any institution employing Garnett during the five-year show-cause period shall restrict him from all athletically related activities. Any NCAA member institution employing Garnett during the five-year show-cause period shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

- 4. Suspension:** Should Garnett become employed in an athletically related position at an NCAA member institution during the five-year show-cause period, he shall be suspended from 100 percent of the first season of his employment. Because the show-cause order restricts Garnett from all athletically related activity, the suspension is subsumed within the show-cause order. The provisions of this suspension require that Garnett not be present in the facility where the contests are played and have no contact or communication with football coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During that period, Garnett may not participate in any coaching activities, including but not limited to team travel, practice, video study, recruiting and team meetings. The results of those contests from which Garnett is suspended shall not count toward his career coaching record.

Although each case is unique, Garnett's penalties generally align with other cases where coaches engaged in Level I-Aggravated violations and then failed to cooperate. *See Youngstown State University (2022)* (prescribing a five-year show-cause order to a head women's soccer coach who engaged in academic misconduct and provided false or misleading information during his interview with the enforcement staff); *East Tennessee State University (2018)* (prescribing via SDR a five-year show-cause order to a head men's tennis coach who provided impermissible benefits to 14 student-athletes, permitted a nonqualifier men's tennis student-athlete to practice while ineligible and failed to cooperate with the investigation); and *Lamar University (2016)* (prescribing via SDR five-year show-cause orders to both the head men's golf coach who provided impermissible benefits and failed to cooperate with the investigation, and to the assistant men's golf coach who also failed to cooperate with the investigation).

In arriving at a five-year show-cause order for Garnett, the panel heavily weighed his provision of false and misleading information throughout his interview. Like Pierce, Garnett's actions demonstrated a level of disregard for the fundamental cooperative obligations and responsibilities at the core of the NCAA's infractions process. That said, the panel recognizes that Garnett's role in the underlying violations was more limited than Pierce's. Still, Garnett played a part in systemic, program-wide violations during the COVID-19 recruiting dead period. His conduct was not insignificant. Again, the NCAA membership recently adopted a series of reforms that provide greater accountability for individuals who commit rules violations. A five-year show-cause order is consistent with these reforms and the penalty guidelines.

NCAA COMMITTEE ON INFRACTIONS PANEL

Cassandra Kirk

Jason Leonard, chief hearing officer

Stephen Madva

Kay Norton

Roderick Perry

APPENDIX ONE
Bylaw Citations

Division I 2019-20 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:

- (b) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid.

11.01.3 Coach, Graduate Assistant—Football. [FBS/FCS] In football, a graduate assistant coach is any coach who has received a baccalaureate degree and has either received his or her first baccalaureate degree or has exhausted athletics eligibility (whichever occurs later) within the previous seven years and qualifies for appointment as a graduate assistant under the policies of the institution. The individual is not required to be enrolled in a specific graduate degree program unless required by institutional policy. The following provisions shall apply:

- (j) The individual may not evaluate or contact prospective student-athletes off campus, regardless of whether compensation is received for such activities. The individual may not perform recruiting coordination functions (see Bylaw 11.7.2); however, it is permissible for a graduate assistant coach to make telephone calls to prospective student-athletes, provided the coach has successfully completed the coaches' certification examination per Bylaw 11.5.1.1.

11.7.4.2 Contact and Evaluation of Prospective Student-Athletes. [FBS] Only those coaches who are counted by the institution within the numerical limitations on head and assistant coaches may contact or evaluate prospective student-athletes off campus.

13.02.5.5 Dead Period. A dead period is a period of time when it is not permissible to make in-person recruiting contacts or evaluations on or off the institution's campus or to permit official or unofficial visits by prospective student-athletes to the institution's campus. It remains permissible, however, for an institutional staff member to write or telephone a prospective student-athlete during a dead period.

13.1.2.1 General Rule. All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's family members shall be made only by

authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section.

13.1.2.5 Off-Campus Contacts or Evaluations. Only those coaches who are identified by the institution, in accordance with Bylaws 11.7.4.2, 11.7.5.2 and 11.7.6, may contact or evaluate prospective student-athletes off campus. Institutional staff members (e.g., faculty members) may contact prospective student-athletes for recruiting purposes in all sports, on campus, within one mile of campus boundaries during an unofficial visit or within 30 miles of campus during the prospective student-athlete's official visit.

13.2.1 General Regulation. An institution's staff member or any representative of its athletics interests shall not be involved, directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospective student-athlete or his or her family members or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her family members 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 family members 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.

13.2.1.1 Specific Prohibitions. Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (b) Gift of clothing or equipment;
- (h) Free or reduced-cost housing.

13.7.3.1 General Restrictions. [A] During an unofficial visit, the institution may not pay any expenses or provide any entertainment except a maximum of three complimentary admissions (issued only through a pass list) to a home athletics event at any facility within a 30-mile radius of a member institution's main campus in which the institution's intercollegiate team practices or competes. Such complimentary admissions are for the exclusive use of the prospective student-athlete and those persons accompanying the prospective student-athlete on the visit and must be issued on an individual-game basis. Such admissions may provide seating only in the general seating area of the facility used for conducting the event. Providing seating during the conduct of the event (including intermission) for the prospective student-athlete or those accompanying the prospective student-athlete in the facility's press box, special seating box(es) or bench area is specifically prohibited. Complimentary admissions may not be provided during a dead period, except as provided in Bylaw 13.7.3.5.

13.7.3.1.2 Meals. A prospective student-athlete on an unofficial visit to an institution may pay the actual cost of meals (or the regular cost of training-table meals) and eat with other prospective student-athletes who are on their official visits or with enrolled student-athletes.

13.7.5 Off-Campus Contact Within One Mile of Campus Boundaries. Off-campus contact between an institutional staff member and a prospective student-athlete (and those accompanying the prospective student-athlete) and off-campus contact between an enrolled student-athlete and a prospective student-athlete (and those accompanying the prospective student-athlete) may occur during an unofficial visit within one mile of campus boundaries.

13.11.1 Prohibited Activities. A member institution, on its campus or elsewhere, shall not conduct (or have conducted on its behalf) any physical activity (e.g., practice session or test/tryout) at which one or more prospective student-athletes (as defined in Bylaws 13.11.1.1 and 13.11.1.2) reveal, demonstrate or display their athletics abilities in any sport except as provided in Bylaws 13.11.2 and 13.11.3.

Division I 2020-2021 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:

- (b) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid.

11.01.3 Coach, Graduate Assistant – Football. In football, a graduate assistant coach is any coach who has received a baccalaureate degree and has either received his or her first baccalaureate degree or has exhausted athletics eligibility (whichever occurs later) within the previous seven years and qualifies for appointment as a graduate assistant under the policies of the institution. The individual is not required to be enrolled in a specific graduate degree program unless required by institutional policy. The following provisions shall apply:

- (j) The individual may not evaluate or contact prospective student-athletes off campus, regardless of whether compensation is received for such activities. The individual may not perform recruiting coordination functions (see Bylaw 11.7.2); however, it is permissible for a graduate assistant coach to make telephone calls to prospective student-athletes, provided the coach has successfully completed the coaches' certification examination per Bylaw 11.5.1.1.

11.7.4.2 Contact and Evaluation of Prospective Student-Athletes [FBS]. Only those coaches who are counted by the institution within the numerical limitations on head and assistant coaches may contact or evaluate prospective student-athletes off campus.

13.02.5.5 Dead Period. A dead period is a period of time when it is not permissible to make in-person recruiting contacts or evaluations on or off the institution's campus or to permit official or unofficial visits by prospective student-athletes to the institution's campus. It remains permissible, however, for an institutional staff member to write or telephone a prospective student-athlete during a dead period.

13.1.1.3. Four-Year College Prospective Student-Athletes. An athletics staff member or other representative of the institution's athletics interests shall not make contact with the student-athlete of another NCAA Division I institution, directly or indirectly, without first obtaining authorization through the notification of transfer process. Before making contact, directly or indirectly, with a student-athlete of an NCAA Division II or Division III institution, or an NAIA four-year collegiate institution, an athletics staff member or other representative of the institution's athletics interests shall comply with the rule of the applicable division or the NAIA rule for making contact with a student-athlete.

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

13.1.2.5 Off-Campus Contacts or Evaluations. Only those coaches who are identified by the institution, in accordance with Bylaws 11.7.4.2, 11.7.5.2 and 11.7.6, may contact or evaluate prospective student-athletes off campus. Institutional staff members (e.g., faculty members) may contact prospective student-athletes for recruiting purposes in all sports, on campus, within one mile of campus boundaries during an unofficial visit or within 30 miles of campus during the prospective student-athlete's official visit.

13.1.4 Visit to Prospective Student-Athlete's Educational Institution. Visits to a prospective student-athlete's educational institution that will occur during that portion of the day when classes are being conducted for all students must receive the approval of the executive officer (or the executive officer's designated representative) of the prospective student-athlete's educational institution. A coaching staff member may not visit a prospective student-athlete's educational institution during a dead period.

13.1.6.2.1 Contact With Prospective Student-Athletes Involved in Competition. Sports other Than Basketball. In sports other than basketball, in-person contact may not be made with a prospective student-athlete at any site prior to any athletics competition (including a noninstitutional, private camp or clinic, but not an institutional camp or clinic) in which the

prospective student-athlete is a participant on a day of competition, even if the prospective student-athlete is on an official or unofficial visit. In-person contact may occur after the prospective student-athlete's competition concludes for the day and the prospective student-athlete has been released by the appropriate authority (e.g., coach).

13.1.6.2.4 Athletics Events Outside Contact or Recruiting Period – Football and Basketball.

In-person contact with a prospective student-athlete shall not be made on or off the institution's campus at the site of practice or competition for any athletics event in which the prospective student-athlete participates outside the permissible contact or recruiting periods in football and basketball. When a prospective student-athlete in football or basketball participates in an athletics contest or event (including a noninstitutional, private camp or clinic, but not an institutional camp or clinic) on an institution's campus outside a contact or recruiting period, it is not permissible for an authorized institutional staff member to have contact with the prospective student-athlete until the calendar day following his or her release from the contest or event. Further, if a prospective student-athlete is visiting an institution's campus immediately before or after participating in an athletics contest or event on the institution's campus, the prospective student-athlete must depart the locale of the institution the calendar day before or after the contest or event.

13.2.1 Offers and Inducements. General Regulation. An institution's staff member or any representative of its athletics interests shall not be involved, directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospective student-athlete or his or her family members or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her family members 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 family members 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.

13.2.1.1 Specific Prohibitions. Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (b) Gift of clothing or equipment;
- (g) Free or reduced-cost services, rentals or purchases of any type;
- (h) Free or reduced-cost housing.

13.5.1 Transportation. General Restrictions. An institution may not provide transportation to a prospective student-athlete other than on an official paid visit or, on an unofficial visit, to view a practice or competition site in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility when accompanied by an institutional staff member. During the official paid visit, transportation may be provided to view a practice or competition site and other institutional facilities located outside a 30-mile radius of the institution's campus.

13.5.3 Transportation on Unofficial Visit. 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. The institution may use an institutional vehicle normally used to transport prospective students visiting campus, an institutional vehicle normally used to transport the institution's athletics team or the personal vehicle of an institutional staff member. An institutional staff member must accompany the prospective student-athlete during such transportation. Payment of any other transportation expenses, shall be considered a violation.

13.7.3.1 Entertainment/Tickets. General Restrictions. During an unofficial visit, the institution may not pay any expenses or provide any entertainment except a maximum of three complimentary admissions (issued only through a pass list) to a home athletics event at any facility within a 30-mile radius of a member institution's main campus in which the institution's intercollegiate team practices or competes. Such complimentary admissions are for the exclusive use of the prospective student-athlete and those persons accompanying the prospective student-athlete on the visit and must be issued on an individual-game basis. Such admissions may provide seating only in the general seating area of the facility used for conducting the event. Providing seating during the conduct of the event (including intermission) for the prospective student-athlete or those accompanying the prospective student-athlete in the facility's press box, special seating box(es) or bench area is specifically prohibited. Complimentary admissions may not be provided during a dead period, except as provided in Bylaw 13.7.3.5.

13.7.3.1.2 Meals. A prospective student-athlete on an unofficial visit to an institution may pay the actual cost of meals (or the regular cost of training-table meals) and eat with other prospective student-athletes who are on their official visits or with enrolled student-athletes.

13.7.5 Off-Campus Contact Within One Mile of Campus Boundaries. Off-campus contact between an institutional staff member and a prospective student-athlete (and those accompanying the prospective student-athlete) and off-campus contact between an enrolled student-athlete and a prospective student-athlete (and those accompanying the prospective student-athlete) may occur during an unofficial visit within one mile of campus boundaries.

13.11.1 Tryouts. Prohibited Activities. A member institution, on its campus or elsewhere, shall not conduct (or have conducted on its behalf) any physical activity (e.g., practice session or test/tryout) at which one or more prospective student-athletes (as defined in Bylaws 13.11.1.1 and 13.11.1.2) reveal, demonstrate or display their athletics abilities in any sport except as provided in Bylaws 13.11.2 and 13.11.3.

Division I 2022-2023 Manual

19.2.1 Responsibility to Cooperate. Institutions, current and former institutional staff members, and prospective and enrolled student-athletes 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. Full cooperation includes, but is not limited to:

- (d) Timely participation in interviews and providing complete and truthful responses;
- (e) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested.

19.2.2 Failure to Cooperate. Failing to satisfy the responsibility to cooperate may result in immediate penalties pursuant to Bylaw 19.2.3, an inference pursuant to Bylaw 19.7.5, an independent allegation of failure to cooperate and/or be considered an aggravating factor pursuant to Bylaw 19.12.3. Failing to cooperate includes, but is not limited to:

- (a) Failing to fulfill the responsibility cooperate as outlined in Bylaw 19.2.1;
- (b) Refusing to provide or attempting to influence others to refuse to provide information relevant to a possible violation of NCAA bylaws when requested to do so by the NCAA and/or the individual's institution; and
- (c) Providing or attempting to influence others to provide the NCAA and/or the individual's institution false or misleading information relevant to a possible violation of NCAA bylaws.

NEGOTIATED RESOLUTION¹

Arizona State University – Case No. 020017

April 15, 2024

I. CASE SYNOPSIS

Arizona State University (institution); Herm Edwards (Edwards), former head football coach; Prentice Gill (Gill), former assistant football coach; Chris Hawkins (Hawkins), former assistant football coach; Zak Hill (Hill), former assistant football coach; and the NCAA enforcement staff agree with the violations and penalties detailed below. The parties also agree this case should be resolved as Level I – Mitigated for the institution and Level I – Aggravated for Edwards, Gill, Hawkins and Hill. Additionally, Eric Bowman (Bowman), former assistant equipment manager; Derek Hagan (Hagan), former assistant football coach; and Rob Rodriguez (Rodriguez), former assistant football coach, are nonparticipating parties and the enforcement staff believes this case should be resolved as Level I – Aggravated for these individuals. Finally, Antonio Pierce (Pierce), former associate head football coach and Anthony Garnett (Garnett), former noncoaching staff member with sport-specific responsibilities, dispute some of the violations set forth in this agreement and in the related notice of allegations and will resolve their matters by written record hearing.

The case originated in June 2021 when the institution, PAC-12 Conference and enforcement staff received an anonymous report alleging recruiting violations during the COVID-19 recruiting dead period by the football program. As a result, the institution and enforcement staff began a collaborative investigation in July 2021.

To elicit full information, the enforcement staff requested and the NCAA Division I Committee on Infractions granted limited immunity for numerous involved student-athletes, two former noncoaching staff members with sport-specific responsibilities and a former graduate assistant coach and later former assistant football coach 1. The investigation included over 100 interviews, the forensic imaging of cell phones and review of voluminous records. Ultimately, the collaborative investigation substantiated violations in the anonymous report including, among others, the football program arranging and sometimes funding prospective student-athletes' impermissible visits to the institution's campus and locale during the COVID-19 recruiting dead period.

The institution's cooperation throughout the investigation and processing of this case was exemplary and the cooperation began with the leadership shown by the institution's president. The institution's response to the allegations is a model for all institutions to follow. Upon learning of potential violations, the institution acted quickly and decisively to preserve information, held wrongdoers accountable and self-imposed meaningful penalties. Also, the institution's active participation in interviews of its current and former staff members was critical in eliciting truthful

¹ In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-7-1-2. These modifications did not affect the substance of the agreement.

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information. Those behaviors demonstrated the institution's commitment to the NCAA infractions process and its culture of compliance moving forward.

COVID-19 recruiting dead period violations (Agreed-Upon Findings of Fact Nos.1 and 2).

Effective March 13, 2020, the NCAA membership implemented the COVID-19 recruiting dead period due to health and safety concerns. The institution's compliance staff educated coaches and administrators on the rules and requirements of the COVID-19 recruiting dead period and provided regular updates regarding its prohibitions until its conclusion May 31, 2021. The institution also restricted coaches' and administrators' access to athletic facilities and most staff worked from remote locations.

Contrary to the compliance staff's education, the football program invited prospective student-athletes and their families and friends to visit campus and the institution's locale between July 2020 and May 2021, which resulted in numerous recruiting violations. The football program intentionally acted to gain a recruiting advantage over other institutions. Additionally, the football coaches concealed the activities from compliance and other administrators. Examples of this intentional concealment include hosting the prospective student-athletes at off-campus rental homes, using third party funds, conducting late night facility tours and purposely avoiding security cameras.

Pierce led the football program's efforts to plan, arrange and execute the impermissible visits and activities. Specifically, Pierce instructed and required assistant coaches and recruiting staff to encourage prospective student-athletes to visit the institution's locale. Pierce also expected the assistant coaches and recruiting staff to organize visits and pay related expenses when the prospective student-athletes could not afford transportation and lodging. In some instances, Pierce, or a third party, directly arranged and paid for airfare, lodging and entertainment expenses for the prospective student-athletes, their family members and friends.

Pierce furthered the football program's impermissible COVID-19 recruiting activities by organizing out-of-state contacts and evaluations of four highly recruited prospective student-athletes. Pierce personally visited and evaluated prospective student-athletes in Miami and Iowa and directed Hawkins' and Garnett's involvement in the impermissible activities. Pierce also personally paid for his and Hawkins' flights to conceal the activities.

Tampering violations (Agreed-Upon Finding of Fact No. 3).

In addition to the COVID-19 recruiting dead period violations, Pierce directed former assistant football coach 1 to impermissibly contact four-year prospective student-athlete 1, even though he was not in the transfer portal. In total, former assistant football coach 1 sent 46 impermissible text messages to and had one impermissible phone call with the prospective student-athlete over a seven-day period.

NEGOTIATED RESOLUTION

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April 15, 2024

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Unethical conduct, failure to cooperate and failure to preserve the integrity of the investigation (Agreed-Upon Findings of Fact Nos. 4 through 7 and Post-Separation Findings of Fact Nos. 1 through 4).

Throughout the period of the violations and during the collaborative investigation, several then and former football coaches and staff members committed unethical conduct violations. For example, while carrying out the impermissible COVID-19 recruiting contacts, Gill, Hawkins and Pierce knowingly arranged for and provided impermissible inducements including transportation, lodging, meals, entertainment and gear to prospective student-athletes and their families and friends. Also, Bowman and Hagan provided false or misleading information during their respective interviews. Finally, Hagan failed to cooperate and Gill failed to preserve the integrity of the investigation. The egregious behaviors during the investigation by multiple individuals impeded the institution's and enforcement staff's ability to obtain a full and complete factual record and caused delays in the resolution of this case.

Head coach responsibility (Agreed-Upon Finding of Fact No. 8).

Due to the extensive violations that occurred within the football program and Edwards' direct personal involvement in some of those violations, Edwards could not rebut the presumption of responsibility by demonstrating he promoted an atmosphere of compliance or adequately monitored his staff. Edwards made efforts to promote compliance through weekly meetings between the football and compliance staffs. But Edwards' knowing participation in some NCAA rules violations involving contacts with prospective student-athletes demonstrates that his compliance efforts were inadequate and that he failed to lead by example. Edwards was unaware of many of the NCAA rules violations committed by the football staff and trusted his staff to follow NCAA rules without verifying their compliance. But Edwards also did not ask pointed questions or follow-up on red flags that should have alerted him to potential violations within the football program. To his credit, Edwards acknowledged the violations and took responsibility for his and his staff's conduct during the investigation. Edwards explained that his personal involvement in certain NCAA rules violations was motivated by his desire to assuage the concerns of prospective student-athletes and their family members about the present and future impacts of the COVID-19 crisis. Edwards also acknowledged that his motives did not excuse his violations and that some violations were intended to gain a recruiting advantage.

Failure to monitor (Agreed-Upon Finding of Fact No. 9).

It is undisputed that the institution's administration and its reputable compliance office dedicate significant financial and personnel resources to compliance and monitoring systems, which exceed industry standards. It is also undisputed that the former members of the football program intentionally concealed their conduct from compliance and other administrators. However, compliance is a shared responsibility across an institution. Institutional leadership, athletics leadership and each sport program have a responsibility of creating a culture of compliance in which individuals feel empowered to report violations. Here, football coaches and staff felt

emboldened to commit numerous violations, which went unreported for 11 months. Therefore, the institution's overall monitoring efforts were not completely effective within the football program and did not deter or detect repeated Level I violations.

II. PARTIES' AGREEMENTS

A. Agreed-upon findings of fact, violations of NCAA legislation and violation levels.

1. [NCAA Division I Manual Bylaws 11.01.3-(j), 11.7.4.2, 13.02.5.5,² 13.1.2.1, 13.1.2.5, 13.1.2.7-(a), 13.2.1, 13.2.1.1-(b), 13.2.1.1-(g), 13.2.1.1-(h), 13.5.1, 13.5.3, 13.7.3.1, 13.7.3.1.2, 13.7.5, 13.8.1, 13.11.1 and 16.8.1 (2019-20 and 2020-21)³] (Level 1)

The institution, Edwards, Gill, Hawkins, Hill and enforcement staff agree that on approximately 15 separate weekends from July 2020 through May 2021, during the COVID-19 recruiting dead period, the football program, including former assistant football coach 1;⁴ Bowman; Edwards; Garnett; Gill; Hawkins; Hagan; Hill; Pierce; Rodriguez; and/or Regina Jackson (Jackson), a representative of the institution's athletics interest, arranged unofficial visits for, had impermissible contact with and/or provided recruiting inducements to approximately 35 football prospective student-athletes and their respective family members during visits in the Phoenix and Tempe, Arizona, area. Additionally, the football staff members conducted impermissible tryouts with nine of the football prospective student-athletes. As a result of the impermissible inducements, eight student-athletes competed in 19 contests and received actual and necessary expenses while ineligible. Specifically:

- a. From July 10 through 12, 2020, Edwards, Gill, Hawkins, Hill and Pierce arranged impermissible (in-person, on and off-campus) unofficial visits, had impermissible recruiting contacts, conducted an impermissible tryout with and/or provided impermissible recruiting inducements to football prospective student-athletes 2, 3, 4 and 5 during the COVID-19 recruiting dead period. Specifically:

² As a result of the COVID-19 pandemic, the NCAA Division I Council adopted R-2020-1, which established a temporary recruiting dead period (as defined in NCAA Bylaw 13.02.5.5) effective March 13, 2020, and subsequently extended the COVID-19 recruiting dead period through May 31, 2021.

³ In addition to the established factual information, the enforcement staff infers that the materials requested during the investigation but not produced by an individual support the alleged violation pursuant to Bylaw 19.7.5.1.

⁴ The football program promoted former assistant football coach 1 from graduate assistant coach to assistant football coach in January 2021. The Committee on Infractions granted former assistant football coach 1 limited immunity on December 22, 2021.

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- (1) On approximately July 10, after the arrival of prospective student-athletes 2, 3 and 5, Gill, Hawkins and Pierce arranged for the prospective student-athletes to attend a social gathering at an off-campus rental residence. Gill, Hawkins, Hill and Pierce, as well as a then football student-athlete's mother, had in-person recruiting contact with prospective student-athletes 2, 3, 5 and prospective student-athlete 5's uncle while they socialized at the residence and ate a catered meal at no-cost.⁵ [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.5, 13.1.2.1, 13.2.1, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2019-20)]
- (2) Later, on July 10, Gill and Hawkins had in-person recruiting contact when they drove prospective student-athletes 2, 3, 5 and prospective student-athlete 5's uncle to the institution's football facility and provided a tour. During the tour, Gill and Hawkins provided prospective student-athletes 2, 3 and 5 each with a bag of institution-branded apparel including a sweatshirt, t-shirt, hat and a pair of gloves. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(b), 13.5.1 and 13.5.3 (2019-20)]
- (3) On July 11, Gill, Hawkins and Pierce arranged and facilitated an off-campus tryout with prospective student-athletes 2, 3, 4 and 5 at a park near the Arizona Cardinals training facility. During the tryout, Gill and Hawkins had in-person recruiting contact when they provided instruction to the prospective student-athletes. Additionally, Edwards and Pierce observed a portion of the tryout and had in-person recruiting contact with the prospective student-athletes. [NCAA Bylaws 13.02.5.5, 13.7.5 and 13.11.1 (2019-20)]
- (4) Later, on July 11, Jackson and Pierce arranged and facilitated a social gathering at the same off-campus rental residence as the previous day.⁶ Gill, Hawkins, Jackson and Pierce had in-person recruiting contact with prospective student-athletes 2, 3, 4, prospective student-athlete 4's mother and two sisters, 5 and prospective student-athlete 5's uncle while they attended the social gathering. Additionally, Jackson and Pierce provided a meal at no-cost. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.2.1, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2019-20)]
- (5) On July 12, Gill, Hawkins and Pierce arranged impermissible entertainment for prospective student-athletes 2, 3, 4 and 5 at C2 Tactical, a local gun shooting range. Once there, Gill, Hawkins and Pierce had in-person recruiting contact with the prospective student-athletes and Pierce paid their admission fee. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.5 (2019-20)]

⁵ Jackson, the football student-athlete's mother, became a representative of the institution's athletics interest when she assisted the football program in the recruitment of prospective student-athletes and was involved in promoting the institution's athletics program. (Bylaw 13.02.16).

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- (6) Later, on July 12, Pierce had in-person recruiting contact with prospective student-athlete 4 and his mother when he arranged and provided a tour of the institution's football facility. While at the football facility, at Pierce's request, Edwards had in-person recruiting contact with prospective student-athlete 4 and his mother for approximately 15 to 20 minutes. As prospective student-athlete 4 departed the football facility, Pierce provided him institution-branded apparel including two t-shirts, a sweatshirt, two pairs of workout shorts and a pair of gloves. [NCAA Bylaws 13.02.5.5, 13.2.1 and 13.2.1.1-(b) (2019-20)]
- b. On approximately July 25 and July 26, 2020, during the COVID-19 recruiting dead period, the football program, including Edwards, Garnett, Hagan, Pierce and former assistant football coach 1 arranged impermissible (in-person, on and off-campus) unofficial visits, had impermissible recruiting contact, conducted an impermissible tryout and/or provided impermissible recruiting inducements to football prospective student-athletes 6 and 7. Specifically:
 - (1) On approximately July 25, 2020, Garnett and Hagan had in-person recruiting contact when they arranged and facilitated an impermissible off-campus tryout with prospective student-athlete 7 at a local park. During the tryout, Garnett and Hagan provided instruction and/or facilitated the drills while Hagan filmed the activities. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.7.5 and 13.11.1 (2019-20)]
 - (2) Former assistant football coach 1 arranged and paid for prospective student-athlete 6 and prospective student-athlete 6's friend to fly July 25, 2020, from Philadelphia, Pennsylvania, to Phoenix and stay at a local hotel for at least one night. [NCAA Bylaws 13.2.1, 13.2.1.1-(g), 13.2.1.1-(h), 13.5.1 and 13.5.3 (2019-20)]
 - (3) Later, on July 25, former assistant football coach 1 had in-person recruiting contact with prospective student-athlete 6 and prospective student-athlete 6's friend when he provided a tour of the institution's football facility. Former assistant football coach 1 also provided prospective student-athlete 6 with institution-branded apparel including a t-shirt, pair of cleats and a pair of shorts. After the tour, former assistant football coach 1 provided prospective student-athlete 6 and prospective student-athlete 6's friend a meal at Hash Kitchen, a restaurant, followed by entertainment at either a local gun range or Topgolf facility at no cost. Further, former assistant football coach 1 provided local transportation to prospective student-athlete 6 and prospective student-athlete 6's friend in the Phoenix area during these activities. [NCAA Bylaws 11.01.3-(j), 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5 13.2.1, 13.2.1.1-(b), 13.5.1, 13.5.3, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2019-20)]

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- (4) On approximately July 26, 2020, Hagan, Pierce and former assistant football coach 1 arranged for prospective student-athlete 6, prospective student-athlete 6's friend and prospective student-athlete 7 to attend a social gathering at Pierce's off-campus rental residence. Edwards, Hagan, Pierce and former assistant football coach 1 had in-person recruiting contact with prospective student-athlete 6, prospective student-athlete 6's friend and prospective student-athlete 7. Further, Pierce provided a meal to the prospective student-athletes at no cost. [NCAA Bylaws 11.01.3-(j), 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.2.1, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2019-20)]
- c. On approximately July 31, 2020, during the COVID-19 recruiting dead period, the football program, including Edwards, Hagan, Pierce and former assistant football coach 1 arranged an impermissible (in-person, on and off-campus) unofficial visit, had impermissible recruiting contact and/or provided impermissible recruiting inducements to football prospective student-athlete 8. Specifically:
 - (1) On approximately July 31, Pierce and former assistant football coach 1 had in-person recruiting contact with prospective student-athlete 8 in a parking lot near the institution's campus. Additionally, former assistant football coach 1 provided a tour of campus facilities to prospective student-athlete 8. Subsequently, Edwards had in-person recruiting contact when he met with prospective student-athlete 8 and his mother for approximately 10 to 15 minutes in the football facility. [NCAA Bylaws 11.01.3-(j), 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.2.1 and 13.7.5 (2019-20)]
 - (2) Later, on July 31, former assistant football coach 1 had in-person recruiting contact when he drove prospective student-athlete 8 to a local Dave & Busters, a food and arcade establishment. Also, Pierce had in-person recruiting contact with prospective student-athlete 8 while at Dave & Busters and provided him institution-branded apparel including a t-shirt and a pair of gloves. [NCAA Bylaws 11.01.3-(j), 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.2.1, 13.2.1.1-(b), 13.5.1 and 13.5.3 (2019-20)]
- d. In late July 2020 or early August 2020, during the COVID-19 recruiting dead period, Hawkins arranged an impermissible (in-person, on-campus) unofficial visit and had impermissible recruiting contact with football prospective student-athlete 9. Specifically, Hawkins had in-person recruiting contact with prospective student-athlete 9 when he arranged and provided a tour of the institution's football facility. [NCAA Bylaws 13.02.5.5, 13.2.1 and 16.8.1 (2019-20 and 2020-21)]
- e. On approximately October 9 through October 11, 2020, during the COVID-19 recruiting dead period, the football program, including Edwards, Gill, Hagan, Hawkins, Hill, Jackson and Pierce arranged impermissible (in-person, on and off-campus) unofficial visits, had

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impermissible recruiting contacts, provided impermissible local transportation and/or impermissible recruiting inducements to football prospective student-athletes 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and their respective family members. Specifically:

- (1) On October 9, 2020, a former football recruiting staff member had in-person recruiting contact when they provided a meal at no cost to prospective student-athlete 10 and his parents at an off-campus restaurant. After the meal, the former football recruiting staff member drove prospective student-athlete 10 to the institution's football facility and provided a tour. While at the football facility, Edwards had in-person recruiting contact with prospective student-athlete 10 in Edwards' office. Subsequently, the former football recruiting staff member provided prospective student-athlete 10 an institution-branded jacket and drove him to his local hotel. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(b), 13.5.1, 13.5.3, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2020-21)]
- (2) On approximately October 9, prospective student-athlete 13 and his family traveled to the institution's locale. Jackson and Pierce arranged for prospective student-athlete 13 and his family to stay at an off-campus rental residence at no cost for two nights. [NCAA Bylaws 13.02.5.5, 13.1.2.1, 13.2.1, 13.2.1.1-(h) and 13.7.5 (2020-21)]
- (3) On approximately October 10, Jackson had impermissible contact with prospective student-athletes 12, 13 and 14 at a local shopping mall and purchased a shirt for prospective student-athlete 12. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.2.1, 13.2.1.1-(b) and 13.7.5 (2020-21)]
- (4) On October 10, former football coaching staff members directed former football recruiting staff members to have in-person recruiting contact with prospective student-athletes 15, 17, 18 and 19 by providing them an impermissible driving tour of the campus. [NCAA Bylaws 13.02.5.5, 13.5.1 and 13.5.3 (2020-21)]
- (5) On October 10, Pierce directed former football recruiting staff members to have in-person recruiting contact with prospective student-athletes 11, 16, 17, 18 and 19 and provide them local transportation to Mavrix, a local bowling alley and arcade. At Mavrix, Gill, Hawkins, Pierce and former assistant football coach 1 had in-person recruiting contact with the football prospective student-athletes. Further, the football staff provided the football prospective student-athletes bowling, arcade games and a meal at no cost. [NCAA Bylaws 11.01.3-(j), 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.2.1, 13.7.3.1, 13.7.3.1.2, 13.5.1 and 13.5.3 (2020-21)]
- (6) On October 10, Jackson and Pierce arranged a social gathering for prospective student-athletes 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and some of the prospective student-athletes family members at an off-campus rental residence. Gill, Hawkins, Hill, Pierce, former assistant football coach 1 and three then current football student-

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athletes had in-person recruiting contact with the football prospective student-athletes while they socialized. Also, Jackson and Pierce provided a catered meal at no cost. [NCAA Bylaws 11.01.3-(j), 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.1.2.7, 13.2.1, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2020-21)]

- (7) After the social gathering on the evening of October 10, Gill, Hawkins, Pierce and former assistant football coach 1 had in-person recruiting contact when they drove prospective student-athletes 7, 10, 11, 12, 15, 16, 17, 18 and 19 to the institution's football facility and provided a tour. [NCAA Bylaws 11.01.3-(j), 11.7.4.2, 13.1.2.1, 13.1.2.5, 13.02.5.5, 13.2.1, 13.5.1 and 13.5.3 (2020-21)]
 - (8) Later, on the evening of October 10, Garnett and Pierce directed former football recruiting staff members to drive them and prospective student-athlete 13's parents to and from an off-campus gentleman's club. Garnett and Pierce had continued in-person recruiting contact with prospective student-athlete 13's parents while they socialized at the club. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.2.1, 13.5.1, 13.5.3 and 13.7.5 (2020-21)]
 - (9) On October 11, Pierce arranged for Edwards to have in-person recruiting contact with prospective student-athlete 10 and his parents for approximately 15 to 20 minutes at the institution's football facility. [NCAA Bylaw 13.02.5.5 (2020-21)]
 - (10) On October 11, Edwards had in-person recruiting contact with prospective student-athlete 11 and his mother and prospective student-athlete 13 and his parents for approximately 15 to 20 minutes at the institution's football facility. [NCAA Bylaw 13.02.5.5 (2020-21)]
 - (11) On October 11, Hawkins had in-person recruiting contact when he arranged and provided a tour of the institution's football facility to prospective student-athlete 16 and his parents. As prospective student-athlete 16 departed the football facility, Hawkins provided him institution-branded apparel including a t-shirt, sweatshirt, one pair of workout shorts, a hat and a pair of gloves. [NCAA Bylaws 13.02.5.5, 13.2.1 and 13.2.1.1-(b) (2020-21)]
 - (12) On October 11, Hagan had in-person recruiting contact when he arranged and provided a tour of the institution's football facility to prospective student-athlete 7. Hagan then arranged for Edwards to have in-person recruiting contact with prospective student-athlete 7 in Edwards' office for approximately 15 to 20 minutes. After the meeting, Hagan drove prospective student-athlete 7 to the Phoenix airport. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.5.1 and 13.5.3 (2020-21)]
- f. On October 25, 2020, during the COVID-19 recruiting dead period, Gill arranged an impermissible (in-person, on and off-campus) unofficial visit, had impermissible recruiting

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contacts and provided local transportation to football prospective student-athlete 20 and his mother. Specifically, Gill had in-person recruiting contact when he drove prospective student-athlete 20 and his mother from their off-campus hotel to the institution's football facility and provided them a tour. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.5.1, 13.5.3, 13.7.3.1 and 13.7.5 (2020-21)]

- g. In late November 2020 or early December 2020, during the COVID-19 recruiting dead period, the football program, including Hill and Pierce arranged an impermissible (in-person, on-campus) unofficial visit and had impermissible recruiting contact with football prospective student-athlete 21 and his parents. Specifically, Hill and Pierce had in-person recruiting contact with them at the institution's football facility and provided them a tour. The visit lasted approximately 30 minutes. [NCAA Bylaws 13.02.5.5 and 13.2.1 (2020-21)]
- h. On December 4 through December 6, 2020, during the COVID-19 recruiting dead period, the football program, including Gill, Jackson and Pierce, arranged and provided impermissible transportation expenses to prospective student-athlete 11. Specifically, Jackson and Pierce arranged and paid for prospective student-athlete 11's roundtrip airfare from St. Louis, Missouri, to Phoenix. Gill facilitated the travel arrangements by providing the travel itinerary to prospective student-athlete 11. [NCAA Bylaws 13.2.1, 13.5.1, 13.5.3 and 13.7.5 (2020-21)]
- i. On approximately December 4 through December 6, 2020, during the COVID-19 recruiting dead period, the football program, including Edwards, Jackson, Pierce and Rodriguez arranged impermissible (in-person, on and off-campus) unofficial visits, had impermissible recruiting contacts and/or provided impermissible recruiting inducements to prospective student-athletes 13, 22, 23 and their respective family members. Specifically:
 - (1) Jackson and Pierce arranged and paid for prospective student-athlete 13 and his family to stay at an off-campus rental residence at no cost the nights of December 4 and 5. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1, 13.2.1.1-(h) and 13.7.5 (2020-21)]
 - (2) Also, on approximately December 4, Rodriguez arranged and had in-person recruiting contact with prospective student-athlete 22 and his mother at their off-campus hotel for approximately one hour and provided them institution-branded hats. During the meeting, Rodriguez arranged for two former football noncoaching staff members to provide two separate meals for prospective student-athlete 22 and his mother at no cost. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.5, 13.2.1, 13.2.1.1-(b), 13.7.3.1.2 and 13.7.5 (2020-21)]
 - (3) On approximately December 4, Rodriguez had brief in-person recruiting contact with prospective student-athlete 23 and his mother outside of the institution's football facility. Later, Rodriguez had an additional in-person recruiting contact with

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prospective student-athlete 23 and his mother at their off-campus hotel and provided them institution-branded hats. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(b) and 13.7.5 (2020-21)]

- (4) On approximately December 5, Edwards and Pierce had in-person recruiting contact with prospective student-athlete 13 and his family for approximately 20 to 30 minutes at the off-campus rental residence. After Edwards and Pierce departed, prospective student-athletes 22, 23 and their mothers arrived at the off-campus rental residence. While there, Jackson had impermissible contact and provided the three prospects and their families a meal at no cost. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.2.1, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2020-2021)]
- j. In approximately February 2021, during the COVID-19 recruiting dead period, Edwards and Pierce had impermissible in-person recruiting contact with football prospective student-athlete 24 and his family for approximately 15 to 20 minutes in the institution's football facility. [NCAA Bylaw 13.02.5.5 (2020-21)]
- k. In approximately February 2021, during the COVID-19 recruiting dead period, the football program, including Hawkins and Pierce, arranged an impermissible (in-person, on-campus) unofficial visit, had impermissible recruiting contact and/or provided impermissible recruiting inducements to football prospective student-athlete 25. Specifically, Hawkins and Pierce had in-person recruiting contact when they arranged and provided prospective student-athlete 25 a tour of the institution's football facility. After the tour, Hawkins and Pierce provided prospective student-athlete 25 institution-branded apparel including two t-shirts, one pair of shorts and one jacket. [NCAA Bylaws 13.02.5.5, 13.2.1 and 13.2.1.1-(b) (2020-21)]
- l. On February 6 through February 8, 2021, during the COVID-19 recruiting dead period, the football program, including Gill, Pierce and former assistant football coach 1 arranged an impermissible (in-person, on and off-campus) unofficial visit, had impermissible recruiting contacts and/or provided impermissible recruiting inducements to prospective student-athlete 26. Specifically, former assistant football coach 1 had in-person recruiting contact when he arranged and provided prospective student-athlete 26 and his family a tour of the institution's football facility. After the tour, former assistant football coach 1 provided prospective student-athlete 26 institution-branded apparel including a t-shirt, pair of shorts and a pair of gloves. Further, former assistant football coach 1 arranged an off-campus meal for prospective student-athlete 26, his father and two friends at Chompies, a restaurant in Tempe. Gill, Pierce and former assistant football coach 1 had in-person recruiting contact with prospective student-athlete 26 and his family at the restaurant and Pierce paid for their meal. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(b) and 13.7.3.1.2 (2020-21)]
- m. On February 26 through February 28, 2021, during the COVID-19 recruiting dead period, the football program, including Gill, Hawkins, Pierce and former assistant football coach

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1 arranged an impermissible (in-person, on and off-campus) unofficial visit, had impermissible recruiting contacts and/or provided impermissible recruiting inducements to prospective student-athletes 27 and 28. Specifically, former assistant football coach 1 had in-person contact when he arranged and provided individual tours of the institution's football facility to prospective student-athletes 27, 28 and their families. Further, former assistant football coach 1 arranged an off-campus meal for prospective student-athlete 27, his father and younger brother at the Lodge in Tempe. Gill, Hawkins, Pierce and former assistant football coach 1 had in-person recruiting contact with prospective student-athlete 27 and his family at the restaurant and Pierce paid for their meal. Former assistant football coach 1 arranged a separate off-campus meal for prospective student-athlete 28, his mother and trainer at Culinary Dropout in Tempe. Gill, Hawkins, Pierce and former assistant football coach 1 had in-person recruiting contact with prospective student-athlete 28 and his mother at the restaurant and Pierce paid for their meal. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1.2 and 13.7.5 (2020-21)]

- n. In late February or early March 2021, during the COVID-19 recruiting dead period, the football program including Bowman, Gill, Hawkins, and Pierce arranged an impermissible (in-person, on and off-campus) unofficial visit, had impermissible recruiting contacts with and/or provided impermissible transportation expenses, lodging and meals to prospective student-athlete 14. Specifically, Pierce arranged and paid for prospective student-athlete 14's roundtrip airfare from San Diego, California, to Phoenix. After prospective student-athlete 14's arrival, Bowman, Gill, Hawkins, and Pierce had in-person recruiting contact when they arranged and facilitated a photo shoot and tour of the institution's football facility for prospective student-athlete 14. Further, Gill and Hawkins provided lodging and meals at their shared residence for prospective student-athlete 14 over approximately two days and nights at no cost. [NCAA Bylaws 13.02.5.5, 13.1.2.5, 13.2.1, 13.2.1.1-(h), 13.5.1, 13.5.3, 13.7.3.1.2 and 13.7.5 (2020-21)]
- o. On approximately March 12 through March 15, 2021, during the COVID-19 recruiting dead period, the football program, including Bowman, Garnett, Gill, Hawkins, Jackson and Pierce arranged impermissible (in-person, on and off-campus) unofficial visits, had impermissible recruiting contacts and/or provided impermissible transportation expenses and recruiting inducements to prospective student-athletes 29, 30, 31 and their respective family members. Specifically:
 - (1) Jackson and Pierce arranged and paid for roundtrip airfare for prospective student-athlete 29 and his parents, prospective student-athlete 30 and his parents and prospective student-athlete 31 from Miami, Florida, to Phoenix for their March 12 through March 15 visit. Jackson provided the flight itineraries to Hawkins who provided them to the prospective student-athletes. [NCAA Bylaws 13.1.2.1, 13.2.1, 13.2.1.1-(g), 13.5.1, 13.5.3 and 13.7.5 (2020-21)]

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- (2) On or about March 12 through March 15, 2021, Bowman, Garnett, Gill, Hawkins and Pierce had in-person recruiting contact when they provided prospective student-athlete 29 and his parents, prospective student-athlete 30 and his parents and prospective student-athlete 31 a tour of the institution's football facility. During the tour, the football staff members provided prospective student-athletes 29, 30 and 31, institution-branded apparel including multiple pairs of athletic shorts, shirts, gloves and hats. During the same weekend, Garnett, Gill, Hawkins and Pierce provided impermissible entertainment expenses to prospective student-athletes 29, 30 and 31 at Mavrix. Hawkins also provided prospective student-athletes 29, 30 and 31 a meal at no cost at Buffalo Wild Wings. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.2.1, 13.2.1.1-(b), 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2020-21)]
- p. On March 20, 2021, during the COVID-19 recruiting dead period, Hill and former assistant football coach 1 had impermissible (in-person, off-campus) recruiting contacts when they met with prospective student-athlete 8 for 45 to 60 minutes at Chompies before prospective student-athlete 8 departed the Tempe area. [NCAA Bylaws 13.02.5.5 and 13.7.5 (2020-21)]
- q. On approximately March 26 through March 28, 2021, during the COVID-19 recruiting dead period, the football program, including Gill, Hawkins, Hill, Pierce and former assistant football coach 1 arranged impermissible (in-person, on and off-campus) unofficial visits, had impermissible recruiting contacts and/or provided impermissible transportation expenses and recruiting inducements to prospective student-athletes 12, 18, 25, 28 and 32. Specifically:
- (1) On approximately March 26 through March 28, Gill and Hill arranged an impermissible (in-person, on-campus) unofficial visit and had impermissible recruiting contact with prospective student-athlete 32 for approximately 30 to 45 minutes while they provided him a tour of the institution's football facility. [NCAA Bylaws 13.02.5.5 and 13.2.1 (2020-21)]
- (2) Pierce paid for roundtrip airfare for prospective student-athlete 12 from Sarasota, Florida, to Phoenix for his March 26 visit through a third party. Hawkins provided the details of the flights to prospective student-athlete 12. Later, on March 28, Hawkins, Pierce and former assistant football coach 1 arranged for prospective student athletes 12, 18 and 25 to attend the football teams' final spring practice. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.5.1 and 13.5.3 (2020-21)]
- (3) On March 27, Hill and former assistant football coach 1 had in-person recruiting contact when they met with prospective student-athlete 28 and his mother at Loco Patron, an off-campus restaurant. Also, Hill paid for prospective student-athlete 28 and his mother's meal. On March 28, Hill and former football assistant coach 1 had in-person recruiting contact when they provided prospective student-athlete 28 and

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his mother a tour of the institution's football facility. Further, former assistant football coach 1 provided prospective student-athlete 28 institution-branded apparel including a windbreaker, one pair of shorts, two t-shirts and a pair of shoes. Former assistant football coach 1 also arranged for prospective student-athlete 28 and his mother to attend the football teams' final spring practice. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(b), 13.7.3.1.2 and 13.7.5 (2020-21)]

- r. On approximately April 2 and 3, 2021, during the COVID-19 recruiting dead period, the football program, including Hill, Pierce and former football assistant coach 1, arranged an impermissible (in-person, on and off-campus) unofficial visit, had impermissible recruiting contacts and/or provided impermissible recruiting inducements to prospective student-athlete 33. Specifically:
- (1) On April 2, former assistant football coach 1 had in-person recruiting contact when he drove prospective student-athlete 33 and his father around the institution's locale. Later that day, Pierce and former assistant football coach 1 had in-person recruiting contact when they met with prospective student-athlete 33 and his father at Culinary Dropout, a local restaurant. Former assistant football coach 1 also provided the meal to prospective student-athlete 33 and his father at no cost. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.5.1, 13.5.3, 13.7.3.1.2 and 13.7.5 (2020-21)]
 - (2) On April 3, Hill and former assistant football coach 1 had in-person recruiting contact when they met with prospective student-athlete 33 and his father at Chompies. Former assistant football coach 1 provided the meal to prospective student-athlete 33 and his father at no cost. Later that day, former assistant football coach 1 and a former non-coaching staff member had in-person recruiting contact when former assistant football coach 1 drove prospective student-athlete 33 and his father to Mavrix. The football program provided prospective student-athlete 33 and his father bowling at no cost. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.5.1, 13.5.3, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2020-21)]
- s. On approximately April 17, 2021, during the COVID-19 recruiting dead period, the football program, including Edwards, Gill, Hawkins and Pierce had impermissible recruiting contacts and conducted impermissible on and off-campus tryouts with prospective student-athletes 11, 12, 29 and 34. Specifically:
- (1) On April 17, Edwards, Hawkins and Pierce observed an impermissible on-campus tryout with prospective student-athletes 29 and 34 at an auxiliary field near the institution's football facility that lasted approximately 45 minutes. [NCAA Bylaws 13.02.5.5 and 13.11.1 (2020-21)]
 - (2) Also on April 17, Gill and Pierce had in-person recruiting contact when they arranged and facilitated an impermissible off-campus tryout with prospective student-athletes

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11 and 12 at a local park. Gill provided instruction while Pierce observed the 45 to 60-minute tryout. [NCAA Bylaws 13.02.5.5 and 13.11.1 (2020-21)]

- (3) Later, on April 17, Gill and Hawkins had in-person recruiting contact with prospective student-athletes 11, 12, 29 and 34 while attending a Lil' Durk concert in Phoenix. [NCAA Bylaw 13.02.5.5 (2020-21)]
- t. On May 2, 2021, during the COVID-19 recruiting dead period, the football program, including Hill and former assistant football coach 1 arranged an impermissible (in-person, on and off-campus) unofficial visit, had impermissible recruiting contacts and/or provided impermissible recruiting inducements to prospective student-athletes 35, 36 and their fathers. Specifically, former assistant football coach 1 had in-person recruiting contact when he arranged and provided prospective student-athletes 35, 36 and their fathers a tour of the institution's football facility. After the tour, Hill, former assistant football coach 1, former assistant football coach 2 and a former noncoaching staff member had in-person recruiting contact when they met prospective student-athletes 35, 36 and their fathers at Farm and Craft, a local restaurant. Hill provided the meal to prospective student-athletes 35, 36 and their fathers at no cost. [NCAA Bylaws 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.2.1, 13.7.3.1.2 and 13.7.5 (2020-21)]
2. [NCAA Division I Manual Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.1.4, 13.1.6.2.1, 13.1.6.2.4, 13.2.1, 13.7.3.1.2, 13.7.5 and 13.11.1 (2020-21)⁷] (Level I)

The institution, Hawkins and enforcement staff agree that in May 2021, during the COVID-19 recruiting dead period, Garnett, Hawkins and Pierce conducted impermissible evaluations, had impermissible off-campus contacts and/or provided impermissible recruiting inducements to prospective student-athletes 11, 25, 29 and 30. Specifically:

- a. In May 2021, Hawkins traveled to Miami, and observed prospective student-athletes 29 and 30 participate in their high school football practice at Hallandale High School. Hawkins then had in-person recruiting contact with prospective student-athletes 29 and 30 when he met them at WingStop, a local restaurant, and provided them a meal at no cost. The following day, Garnett, who was not a coach or certified to recruit off campus, and Pierce traveled to Miami after Hawkins departed and observed prospective student-athletes 29 and 30 participate in a high school workout at a location known as "The Hill." Garnett and Pierce then had in-person recruiting contact with prospective student-athletes 29 and 30 after the workout. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.5, 13.1.4, 13.2.1 and 13.7.5 (2020-21)]
- b. On May 20, 2021, Pierce observed prospective student-athlete 11 participate in his high school track practice at St. Mary's High School in St. Louis. After the practice, Pierce had

⁷ In addition to the established factual information, the enforcement staff infers that the materials requested during the investigation but not produced by an individual support the alleged violation pursuant to Bylaw 19.7.5.1.

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in-person recruiting contact with prospective student-athlete 11 and his parents when he met them at a local restaurant and discussed his recruitment. [NCAA Bylaws 13.02.5.5 and 13.1.4 (2020-21)]

- c. Between approximately May 20 through May 22, 2021, Hawkins and Pierce traveled to Des Moines, Iowa, and observed prospective student-athlete 25 participate in a state high school track meet. Hawkins and Pierce then had in-person recruiting contact with prospective student-athlete 25 and his parents when they met them at a local BBQ restaurant. Further, Hawkins and Pierce had additional in-person recruiting contact with prospective student-athlete 25 the following day at the track meet. [NCAA Bylaws 13.02.5.5, 13.1.6.2.1 and 13.1.6.2.4 (2020-21)]

3. [NCAA Division I Manual Bylaw 13.1.1.3 (2020-21)] (Level II)

The institution and enforcement staff agree that from approximately January 1 through 7, 2021, Pierce directed former assistant football coach 1 to violate NCAA recruiting communication legislation by sending approximately 46 impermissible text messages and placing at least one impermissible telephone call to prospective student-athlete 1 at the University of Georgia. Pierce and former assistant football coach 1 did not obtain authorization through the notification of transfer process before former assistant football coach 1 made the contacts.

4. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2021-22)] (Level I)

The institution and enforcement staff agree that on December 20, 2021, Bowman failed to cooperate and violated the NCAA principles of ethical conduct when he knowingly provided false or misleading information to the institution and enforcement staff when he denied knowledge of and/or involvement in the facilitation of unofficial visits and provision of institution-branded apparel to prospective student-athletes during the COVID-19 recruiting dead period as detailed in Agreed-Upon Findings of Fact Nos. 1-n and 1-o-(ii). The factual record establishes Bowman was directly involved in providing institution-branded apparel to prospective student-athletes.

5. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(b) (2019-20 and 2020-21)] (Level I)

The institution, Gill and enforcement staff agree that between at least July 2020 through May 2021, Gill violated the NCAA principles of ethical conduct when he knowingly arranged for and provided impermissible inducements in the form of unofficial visit expenses, including meals, entertainment, transportation and institution-branded apparel to at least 17 prospective student-athletes during the COVID-19 recruiting dead period as detailed as detailed in Agreed-Upon Findings of Fact Nos. 1-a-(i) through (v), 1-e-(v) through (vii), 1-f, 1-h, 1-l, 1-m, 1-n, 1-o-(ii), 1-q-(i) and 1-s-(ii) and (iii).

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6. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(b) (2019-20 and 2020-21)] (Level I)

The institution, Hawkins and enforcement staff agree that between at least July 2020 through May 2021, Hawkins violated the NCAA principles of ethical conduct when he knowingly arranged for and provided impermissible inducements in the form of unofficial visit expenses, including meals, entertainment, transportation and institution-branded apparel to at least 18 prospective student-athletes during the COVID-19 recruiting dead period as detailed as detailed in Agreed-Upon Findings of Fact Nos. 1-a-(i) through (v), 1-d, 1-e-(v) through (vii) and (xi), 1-k, 1-m, 1-n, 1-o, 1-q-(ii), 1-s-(i) and (iii), 2-a and 2-c.

7. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(b) (2019-20 and 2020-21)] (Level I)

The institution and enforcement staff agree that between at least July 2020 through May 2021, Pierce violated the NCAA principles of ethical conduct when he knowingly arranged for or directed others to arrange for and/or provide impermissible inducements in the form of unofficial visit expenses, including airfare, lodging, meals, entertainment, transportation and institution-branded apparel to at least 27 prospective student-athletes during the COVID-19 recruiting dead period as detailed as detailed in Agreed-Upon Findings of Fact Nos. 1-a-(i), (iii) through (vi); 1-b-(iv); 1-c-(i) and (ii); 1-e-(ii), (v), (vi) through (x); 1-g; 1-h; 1-i-(iv); 1-j; 1-k; 1-l; 1-m; 1-n; 1-o-(i) through (ii); 1-q-(ii); 1-r-(i); 1-s-(i) through (ii); 2-a through 2-c; and 3.

8. [NCAA Division I Manual Bylaw 11.1.1.1 (2019-20 and 2020-21)] (Level I)

The institution, Edwards and enforcement staff agree that from July 2020 through May 2021, Edwards is presumed responsible for the violations detailed in Agreed-Upon Findings of Fact Nos. 1 through 3 and did not rebut the presumption of responsibility. Specifically:

- a. Edwards did not demonstrate that he promoted an atmosphere of compliance within the football program because of his personal involvement in recruiting violations with prospective student-athletes during the COVID-19 recruiting dead period as detailed in Agreed-Upon Findings of Fact Nos. 1 through 3.
- b. Edwards did not demonstrate that he monitored his staff or promoted an atmosphere of compliance when numerous coaches and non-coaching staff members within the institution's football program committed multiple violations from July 2020 through May 2021 during the COVID-19 recruiting dead period as detailed in Agreed-Upon Findings of Fact Nos. 1 through 3. As evidenced by the number of staff members involved and nature of the violations, Edwards failed to (1) demonstrate that compliance was a shared responsibility, (2) establish expectations that all coaches and staff members must comply with NCAA rules and (3) establish a program that included monitoring for and/or immediate reporting of actual and potential violations to the compliance staff.

9. [NCAA Division I Manual Constitution 2.8.1 (2019-20 and 2020-21)] (Level I)

The institution and enforcement staff agree that from July 2020 through May 2021, the scope and nature of the violations detailed in Agreed-Upon Findings of Fact Nos. 1 through 3 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor its football program's arrangement of unofficial visits and to ensure compliance with NCAA recruiting legislation. Specifically, the athletics administration and former head football coach collectively failed to create a culture of compliance within the football program that deterred former football staff members from committing numerous recruiting violations during the COVID-19 recruiting dead period. Additionally, the institution's monitoring processes failed to deter, prevent and detect these numerous violations.

B. Post-separation findings of fact, violations of NCAA legislation and violation levels.⁸

1. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(d), 19.2.2-(a) and 19.2.2-(c) (2022-23)] (Level I)

During his February 15, 2023, interview with the enforcement staff, Bowman failed to cooperate when he knowingly provided false or misleading information to the enforcement staff when he denied knowledge of and/or involvement in the provision of institution branded apparel to prospective football student-athletes during the COVID-19 recruiting dead period as detailed in Agreed-Upon Findings of Fact Nos. 1-n and 1-o-(ii). The factual record establishes that Bowman was directly involved in providing institution branded apparel to prospective football student-athletes.⁹

2. [NCAA Division I Manual Bylaws 19.01.3, 19.2.3 and 19.2.3-(f) (2022-23)] (Level I)

Gill and enforcement staff agree that in approximately late August or September 2022, after his employment with the institution ended, Gill failed to cooperate, preserve the integrity of the investigation and abide by all applicable confidentiality rules and instructions when he shared NCAA interview information, that he gained access to through a lawful subpoena, with another former assistant football coach.

⁸ The post-separation violations occurred while Bowman, Gill and Hagan were not employed at the institution and do not attach to the institution.

⁹ Bowman is a non-participating party.

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3. [NCAA Division I Manual Bylaws 10.1, 10.1-(c) and 19.2.1-(b) (2021-22)] (Level I)

During his November 8, 2021, interview with the enforcement staff, Hagan violated the NCAA principles of ethical conduct when he knowingly provided false or misleading information to the enforcement staff when he denied knowledge of and/or involvement in the arrangement and planning of unofficial visits, impermissible tryouts, contacts and football facility tours with prospective football student-athletes during the COVID-19 recruiting dead period as detailed in Agreed-Upon Findings of Fact Nos. 1-b-(i) and (iv) and 1-e-(xii). The factual record establishes that Hagan was directly involved in each of those activities.¹⁰

4. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(d), 19.2.2-(a) and 19.2.2-(b) (2022-23)] (Level I)

Beginning February 22, 2023, and continuing to the present, Hagan failed to cooperate when he refused to participate in a follow-up interview with the enforcement staff. Despite several requests from the enforcement staff, Hagan refused to participate in an interview to discuss his involvement in alleged recruiting inducements and impermissible on and off-campus contacts that involved the institution during the COVID-19 recruiting dead period.

C. Agreed-upon aggravating and mitigating factors.

Pursuant to Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level I – Mitigated for the institution and Level I – Aggravated for Edwards, Gill, Hawkins and Hill.

Regarding the institution's classification, while the number of aggravating and mitigating factors is equal, the parties assigned minimal weight to Bylaw 19.12.3.1-(i) because the involved individuals made deliberate attempts to conceal the violations. Further, the parties assigned significant weight to Bylaws 19.12.4.1-(b) and (g) due to the institution's extraordinary actions upon discovering and investigating the violations in this case. Under the strong leadership of the president, the institution and athletics administration acted swiftly, thoroughly and decisively. The institution took effective steps to prepare for factfinding, began a collaborative investigation with the enforcement staff and imposed important corrective measures. Additionally, the manner in which the institution participated in interviews was critical in soliciting and obtaining accurate information. The parties agree these significant efforts outweigh the aggravators identified and warrant a mitigated classification for the institution.

¹⁰ Hagan is a non-participating party.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or multiple Level II violations for which the institution is responsible [NCAA Bylaw 19.12.3.1-(a)].
 - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [NCAA Bylaw 19.12.3.1-(e)].
 - c. One or more violations caused ineligible competition [NCAA Bylaw 19.12.3.1-(f)].
 - d. A pattern of noncompliance within the sport program(s) involved [NCAA Bylaw 19.12.3.1-(g)].
 - e. Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority [NCAA Bylaw 19.12.3.1-(i)].
 - f. Involvement by a representative of the institution's athletics interests in violations [NCAA Bylaw 19.12.3.1-(k)].
2. Mitigating factors (Bylaw 19.12.4.1).
 - a. Prompt acknowledgement and acceptance of responsibility for the violations [NCAA Bylaw 19.12.4.1-(b)].
 - b. Institution self-imposed meaningful corrective measures and/or penalties [NCAA Bylaw 19.12.4.1-(c)].
 - c. Affirmative steps to expedite final resolution of the matter, including a good faith request for a timely submission of a negotiated resolution pursuant to Bylaw 19.10 [NCAA Bylaw 19.12.4.1-(d)].
 - d. An established history of self-reporting Level III or secondary violations [NCAA Bylaw 19.12.4.1-(e)].¹¹
 - e. Exemplary cooperation [NCAA Bylaw 19.12.4.1-(g)].

¹¹ The institution reported 112 Level III violations from May 2018 to May 2023, approximately 22 violations each year.

- f. The absence of prior conclusions of Level I, Level II or major violations committed by the institution within the past 10 years [NCAA Bylaw 19.12.4.1-(h)].

Involved Individual (Edwards):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or multiple Level II violations [NCAA Bylaw 19.12.3.2-(a)].
 - b. Violations were premeditated, deliberate or committed after substantial planning [NCAA Bylaw 19.12.3.2-(c)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [NCAA Bylaw 19.12.3.2-(d)].
 - d. Intentional, willful or blatant disregard for NCAA bylaws [NCAA Bylaw 19.12.3.2-(i)].
 - e. Other facts warranting a higher penalty range [NCAA Bylaw 19.12.3.2-(l)].¹²
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Prompt acknowledgement of and acceptance of responsibility for the violation(s) [NCAA Bylaw 19.12.4.2-(b)].
 - b. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [NCAA Bylaw 19.12.4.2-(c)].
 - c. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [NCAA Bylaw 19.12.3.2-(e)].

Involved Individual (Gill):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or multiple Level II violations [NCAA Bylaw 19.12.3.2-(a)].

¹² The violations occurred during the temporary COVID-19 recruiting dead period, which was implemented to help protect the health and safety of athletics staff, coaches, student-athletes and prospective student-athletes.

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- b. Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance resolution of the matter, including steps that hinder or thwart the institution and/or enforcement staff's investigation [NCAA Bylaw 19.12.3.2-(b)].
 - c. Violations were premeditated, deliberate or committed after substantial planning [NCAA Bylaw 19.12.3.2-(c)].
 - d. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [NCAA Bylaw 19.12.3.2-(d)].
 - e. One or more violations caused ineligible competition [NCAA Bylaw 19.12.3.2-(e)].
 - f. Intentional, willful or blatant disregard for NCAA bylaws [NCAA Bylaw 19.12.3.2-(i)].
 - g. Other facts warranting a higher penalty range [NCAA Bylaw 19.12.3.2-(l)].¹³
2. Mitigating factors (Bylaw 19.12.4.2).
- a. Prompt acknowledgement of and acceptance of responsibility for the violation(s) [NCAA Bylaw 19.12.4.2-(b)].
 - b. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [NCAA Bylaw 19.12.4.2-(c)].
 - c. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [NCAA Bylaw 19.12.3.2-(e)].

Involved Individual (Hawkins):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or multiple Level II violations [NCAA Bylaw 19.12.3.2-(a)].
 - b. Violations were premeditated, deliberate or committed after substantial planning [NCAA Bylaw 19.12.3.2-(c)].

¹³ The violations occurred during the temporary COVID-19 recruiting dead period, which was implemented to help protect the health and safety of athletics staff, coaches, student-athletes and prospective student-athletes.

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- c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [NCAA Bylaw 19.12.3.2-(d)].
 - d. One or more violations caused ineligible competition [NCAA Bylaw 19.12.3.2-(e)].
 - e. Intentional, willful or blatant disregard for NCAA bylaws [NCAA Bylaw 19.12.3.2-(i)].
 - f. Other facts warranting a higher penalty range [NCAA Bylaw 19.12.3.2-(l)].¹⁴
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Prompt acknowledgement of and acceptance of responsibility for the violation(s) [NCAA Bylaw 19.12.4.2-(b)].
 - b. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [NCAA Bylaw 19.12.4.2-(c)].
 - c. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [NCAA Bylaw 19.12.3.2-(e)].

Involved Individual (Hill):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or multiple Level II violations [NCAA Bylaw 19.12.3.2-(a)].
 - b. Violations were premeditated, deliberate or committed after substantial planning [NCAA Bylaw 19.12.3.2-(c)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [NCAA Bylaw 19.12.3.2-(d)].
 - d. One or more violations caused ineligible competition [NCAA Bylaw 19.12.3.2-(e)].
 - e. Intentional, willful or blatant disregard for NCAA bylaws [NCAA Bylaw 19.12.3.2-(i)].

¹⁴ The violations occurred during the temporary COVID-19 recruiting dead period, which was implemented to help protect the health and safety of athletics staff, coaches, student-athletes and prospective student-athletes.

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f. Other facts warranting a higher penalty range [NCAA Bylaw 19.12.3.2-(l)].¹⁵

2. Mitigating factors (Bylaw 19.12.4.2).

- a. Prompt acknowledgement of and acceptance of responsibility for the violation(s) [NCAA Bylaw 19.12.4.2-(b)].
- b. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [NCAA Bylaw 19.12.4.2-(c)].
- c. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [NCAA Bylaw 19.12.3.2-(e)].

Involved Individual (Hagan):

1. Aggravating factors (Bylaw 19.12.3.2).

- a. Multiple Level I and/or multiple Level II violations [NCAA Bylaw 19.12.3.2-(a)].
- b. Violations were premeditated, deliberate or committed after substantial planning [NCAA Bylaw 19.12.3.2-(c)].
- c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [NCAA Bylaw 19.12.3.2-(d)].
- d. Intentional, willful or blatant disregard for NCAA bylaws [NCAA Bylaw 19.12.3.2-(i)].
- e. Other facts warranting a higher penalty range [NCAA Bylaw 19.12.3.2-(l)].¹⁶

2. Mitigating factor (Bylaw 19.12.4.2).

The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual. [NCAA Bylaw 19.12.3.2-(e)]

¹⁵ The violations occurred during the temporary COVID-19 recruiting dead period, which was implemented to help protect the health and safety of athletics staff, coaches, student-athletes and prospective student-athletes.

¹⁶ The violations occurred during the temporary COVID-19 recruiting dead period, which was implemented to help protect the health and safety of athletics staff, coaches, student-athletes and prospective student-athletes.

Involved Individual (Rodriguez):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Violations were premeditated, deliberate or committed after substantial planning [NCAA Bylaw 19.12.3.2-(c)].
 - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [NCAA Bylaw 19.12.3.2-(d)].
 - c. One or more violations caused ineligible competition [NCAA Bylaw 19.12.3.2-(e)].
 - d. Intentional, willful or blatant disregard for NCAA bylaws [NCAA Bylaw 19.12.3.2-(i)].
 - e. Other facts warranting a higher penalty range [NCAA Bylaw 19.12.3.2-(l)].¹⁷
2. Mitigating factor (Bylaw 19.12.4.2).

The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [NCAA Bylaw 19.12.3.2-(e)].

Involved Individual (Bowman):

1. Aggravating factors. [NCAA Bylaw 19.12.3.2]
 - a. Multiple Level I and/or multiple Level II violations [NCAA Bylaw 19.12.3.2-(a)].
 - b. Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance resolution of the matter, including steps that hinder or thwart the institution and/or enforcement staff's investigation [NCAA Bylaw 19.12.3.2-(b)].
 - c. One or more violations caused ineligible competition [NCAA Bylaw 19.12.3.2-(e)].
 - d. Intentional, willful or blatant disregard for NCAA bylaws [NCAA Bylaw 19.12.3.2-(i)].

¹⁷ The violations occurred during the temporary COVID-19 recruiting dead period, which was implemented to help protect the health and safety of athletics staff, coaches, student-athletes and prospective student-athletes.

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e. Other facts warranting a higher penalty range [NCAA Bylaw 19.12.3.2-(I)].¹⁸

2. Mitigating factor. [NCAA Bylaw 19.12.4.2]

The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual. [NCAA Bylaw 19.12.4.2-(e)]

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES¹⁹

All penalties agreed upon in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties.

Pursuant to Bylaw 19.10.3-(e), the parties agree to the following penalties:

Core Penalties for Level I – Mitigated Violations (Bylaw 19.12.6)

1. Four years of probation from **April 15, 2024**, through **April 14, 2028**.
2. During the 2023-24 academic year, the football program ended its season with the last regular-season contest and did not participate in any postseason championship or other contest occurring after its last regularly scheduled in-season contest, including conference championship game and/or bowl game (self-imposed).

¹⁸ The violations occurred during the temporary COVID-19 recruiting dead period, which was implemented to help protect the health and safety of athletics staff, coaches, student-athletes and prospective student-athletes.

¹⁹ All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

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3. The institution shall pay a fine of \$5,000 plus 1% of the budget for the football program.²⁰
4. The institution reduced the number of grants-in-aid awarded in the football program by five scholarships during the 2022-23 academic year and by two grants-in-aid during the 2023-24 academic year (self-imposed). The institution shall impose an additional reduction of one scholarship during the 2024-25 academic year. The total reduction of eight grants-in-aid awarded is 10%.
5. The institution reduced official paid visits in the football program by 14 during the 2022-23 academic year and one during the 2023-24 academic year (self-imposed). The total reduction of 15 official paid visits is 27% of the permissible number of official paid visits.²¹
6. The institution reduced the number of unofficial visits in the football program by one week during the 2022-23 academic year and one week during the 2023-24 academic year (self-imposed). The institution shall prohibit unofficial visits in the football program for an additional four weeks during the 2023-24 academic year.²²
7. The institution reduced recruiting communications in the football program for one week during August 2023 (self-imposed). The institution shall prohibit recruiting communications in the football program for an additional five weeks during the 2023-24 academic year.
8. The institution reduced the number of fall recruiting-person days in the football program during the 2022-23 academic year by seven from the number of permissible recruiting-person days (self-imposed).
9. The institution reduced the number of recruiting-person days in the spring of 2022 by 18 (self-imposed). The institution shall impose an additional reduction of spring recruiting-person days in the football program by three during the 2023-24 academic year.

²⁰ The fine from the program budget must be calculated in accordance with Committee on Infractions Internal Operating Procedures (IOP) 5-15-6 and 5-15-6-1. [See Oklahoma State University \(2020\)](#).

²¹ NCAA Division I Blanket Waiver Football -- Number of Official Visits – Institutional Limitations – Approved December 22, 2022, allowed for 14 additional official visits up to 70 for the 2022-23 academic year.

Core Penalties for Level I – Aggravated Violations (Bylaw 19.12.6)

10. Show-cause order: Bowman had impermissible contacts with and provided institutionally branded apparel to prospective student-athletes. Further, Bowman also provided false and misleading information and failed to participate in the processing of this case. Therefore, Bowman shall be subject to an eight-year show-cause order from **April 15, 2024**, through **April 14, 2032**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Bowman from all athletically related activity during the show-cause period. If Bowman becomes employed by a member institution in an athletically related position during the eight-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.
11. Show-cause order: Edwards was involved in impermissible recruiting contacts with prospective student-athletes during the COVID-19 dead period. Therefore, Edwards shall be subject to a five-year show-cause order from **April 15, 2024**, through **April 14, 2029**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Edwards from all athletically related activity during the show-cause period. If Edwards becomes employed by a member institution in an athletically related position during the five-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.
12. Suspension: Edwards violated NCAA legislation when he engaged in Level I violations. Bylaw 19.12.6.5 and the Figure 19-1 penalty guidelines contemplate suspensions. Therefore, should Edwards become employed in an athletically related position at an NCAA member institution during the five-year show-cause period, he shall be suspended from 100% of the first season of his employment. Because the show-cause order suspends the head coach from all athletically related activity, the suspension is subsumed within the show-cause order. The provisions of this suspension require that the head coach not be present in the facility where contests are played and have no contact or communication with football coaching staff members or student-athletes during the suspension period. During that period, the head coach may not participate in any coaching activities including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests from which the head coach is suspended shall not count toward the head coach's career coaching record. Any employing institution may not replace the head coach on a temporary basis during the period of suspension.

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13. Show-cause order: Gill was involved in the arrangement and planning of unofficial visits, including impermissible recruiting contacts, football facility tours and impermissible recruiting inducements to prospective student-athletes. Gill also failed to protect the integrity of the investigation. Therefore, Gill shall be subject to a five-year show-cause order from **April 15, 2024**, through **April 14, 2029**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Gill from all athletically related activity during the show-cause period. If Gill becomes employed by a member institution in an athletically related position during the five-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

14. Show-cause order: Hagan knowingly provided false or misleading information and was involved in the arrangement and planning of unofficial visits, impermissible tryouts, contacts and football facility tours with prospective student-athletes. Hagan also refused to re-interview with the enforcement staff and failed to participate in the processing of this case. Therefore, Hagan shall be subject to a 10-year show-cause order from **April 15, 2024**, through **April 14, 2034**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Hagan from all athletically related activity during the show-cause period. If Hagan becomes employed by a member institution in an athletically related position during the 10-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

15. Show-cause order: Hawkins was involved in the arrangement and planning of unofficial visits, including impermissible recruiting contacts, football facility tours and impermissible recruiting inducements to prospective student-athletes. Therefore, Hawkins shall be subject to a four-year show-cause order from **April 15, 2024**, through **April 14, 2028**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Hawkins from all on and off-campus recruiting activities during the first three years of the show-cause period from **April 15, 2024**, through **April 14, 2027**. During the fourth year of the show-cause period from **April 15, 2027**, through **April 14, 2028**, any employing member institution shall restrict Hawkins from all off-campus recruiting activities. If Hawkins becomes employed by a member institution in an athletically related position during the four-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

The parties acknowledge this is a departure from the core penalties in Figure 19-1. However, this departure is supported by the specific circumstances of this matter. Further, this penalty still holds the individual accountable at the appropriate level but takes into consideration the specific circumstances of this matter. Although responsible for violations at a Level I – Aggravated classification, another coaching staff member primarily directed Hawkins' involvement in underlying violations as detailed in Allegation Nos. 1 and 2.

16. Show-cause order: Hill was involved in the arrangement and planning of unofficial visits, including impermissible recruiting contacts, football facility tours and impermissible recruiting inducements to prospective football student-athletes. Therefore, Hill shall be subject to a three-year show-cause order from **April 15, 2024**, through **April 14, 2027**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Hill from all on and off-campus recruiting activities during the first year of the show-cause period from **April 15, 2024**, through **April 14, 2025**. During the second and third years of the show-cause period from **April 15, 2025**, through **April 14, 2027**, any employing member institution shall restrict Hill from all off-campus recruiting activities. If Hill becomes employed by a member institution in an athletically related position during the three-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

The parties acknowledge this is a departure from the core penalties in Figure 19-1. However, this departure is supported by the specific circumstances of this matter. Although responsible for Level I – Aggravated classification, another coaching staff member primarily directed Hill's involvement in underlying violations as detailed in Allegation No. 1. Further, this penalty still holds the individual accountable at the appropriate level but takes into consideration the differing amounts of culpability between parties.

17. Show-cause order: Rodriguez was involved in the arrangement and planning of unofficial visits, including impermissible recruiting contacts, football facility tours and impermissible recruiting inducements to prospective student-athletes. Further, Rodriguez failed to participate in the processing of this case. Therefore, Rodriguez shall be subject to an eight-year show-cause order from **April 15, 2024**, through **April 14, 2032**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Rodriguez from all athletically related activity during the show-cause period. If Rodriguez becomes employed by a institution in an athletically related position during the eight-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

Although each case is unique, the eight-year show-cause order is consistent with other recent cases where individuals engaged in Level I-Aggravated violations, participated in the investigation but then failed to participate in the processing of the case. *See University of Tennessee, Knoxville (prescribing a ten-year show-cause order for an assistant recruiting director's Level I-Aggravated unethical conduct violations and failed to respond to the allegations or participate in the processing of the case) and Ohio State University (prescribing a 10-year show-cause order to a head coach who engaged in unethical conduct, violated head coach responsibility and failed to cooperate with the enforcement staff or participate in the processing of the case).*

Additional Penalties for Level I – Mitigated Violations (Bylaw 19.12.8)

18. Public reprimand and censure through the release of the negotiated resolution agreement.
19. Disassociation: The institution shall disassociate the representative of an institution's athletics interests for a period of five years beginning with the release of this infractions decision on **April 15, 2024**, and ending **April 14, 2029**. Pursuant to Bylaw 19.12.8-(i), the disassociation shall include:
 - a. Refraining from accepting any assistance from the representative of an institution's athletics interests and her business interests that would aid in the recruitment of prospective student-athletes or the support of enrolled student-athletes;
 - b. Refusing financial assistance or contributions to the institution's athletics program from the representative of an institution's athletics interests or her business interests;
 - c. Prohibiting the representative of the institution's athletics interests presence at or access to institutional athletics facilities or events;
 - d. Prohibiting the institution from offering the representative of the institution's athletics interests the option to purchase tickets to athletics events;
 - e. Ensuring that no athletics benefit or privilege is provided to the representative of the institution's athletics interests and her business interests, either directly or indirectly, that is not available to the general public; and
 - f. Taking such other actions that the institution determines to be within its authority to eliminate the involvement of the representative of the institution's athletics interests in the institution's athletics program.

20. Vacation of team and individual records: Ineligible participation occurred in the football sport program over the 2021-22 and 2022-23 academic years as a result of violations in this case. Therefore, pursuant to Bylaws 19.12.8-(g) and 31.2.2.3 and Committee on Infractions IOP 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding the affected sport program as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coaches shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected sport program shall be returned to the Association.

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

21. The institution recruited with one less countable football coach during the 2021-22 academic year as it did not replace Pierce and after suspending him from recruiting duties in September 2021 (self-imposed).

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22. The institution prohibited its football staff from all off-campus recruiting activities during the first nine days of the 2022 contact period (self-imposed).
23. The institution reduced the football programs allowable camp dates by two during the summer of 2022 (self-imposed).
24. During this period of probation, the institution 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, 2024, 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 March 1 during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting.
 - d. Inform prospects in the football program in writing that the institution is on probation for four 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 athletics department's main website "landing page" and in the media guides for the football program. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." Regarding the content of the posting, 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.

25. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

VI. PARTIES TO THE CASE

A. In agreement with the negotiated resolution (the parties).

The institution, Edwards, Gill, Hawkins, Hill and enforcement staff.

B. Not in agreement with the negotiated resolution.

Garnett and Pierce.

C. Not participating in the case.

Bowman, Hagan and Rodriguez.

VII. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10 and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.2, the violations identified in this agreement occurred and should be classified as Level I – Mitigated for the institution and Level I – Aggravated for Bowman, Edwards, Gill, Hagan, Hawkins, Hill and Rodriguez.

If a hearing panel approves the negotiated resolution, the institution, Edwards, Gill, Hawkins and Hill agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution, Edwards, Gill, Hawkins and Hill acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution and these penalties are in accordance with those prescribed in Bylaws 19.12.6, 19.12.7, 19.12.8 and 19.12.9. The OCOI will monitor the penalties during their effective periods. Any action by the institution, Edwards, Gill, Hawkins or Hill contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

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The parties acknowledge that this negotiated resolution may be voidable by the Committee on Infractions if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based.

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the hearing panel will issue instructions for processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should a hearing panel approve the negotiated resolution, the parties agree that they waive NCAA hearing and appellate opportunities.

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level I – Mitigated for Arizona State and Level I – Aggravated for Bowman, Edwards, Gill, Hagan, Hawkins, Hill and Rodriguez. The agreed-upon penalties align with the ranges identified for core penalties for Level I – Mitigated and Level I – Aggravated cases in Figure 19-1 and Bylaw 19.12.6 and the additional penalties available under Bylaw 19.12.8. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises Arizona State, Bowman, Edwards, Gill, Hagan, Hawkins, Hill and Rodriguez that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution 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 the institution does not comply or commits additional violations. Likewise, any action by the institution, Bowman, Edwards, Gill, Hagan, Hawkins, Hill and/or Rodriguez 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

Cassandra Kirk

Jason Leonard, chief hearing officer

Stephen Madva