



UNIVERSITY OF SOUTHERN CALIFORNIA
PUBLIC INFRACTIONS REPORT

June 10, 2010

A. INTRODUCTION.

In a hearing conducted during the course of three days, February 18-20, 2010, officials from the University of Southern California (USC), including the former head football coach, an assistant football coach ("the assistant football coach") along with his legal counsel and the former head men's basketball coach accompanied by his legal counsel, appeared before the NCAA Division I Committee on Infractions. The allegations here involved NCAA violations in three sports: football, men's basketball and women's tennis.

This case is a window onto a landscape of elite college athletes and certain individuals close to them who, in the course of their relationships, disregard NCAA rules and regulations. It centered on a former football student-athlete ("student-athlete 1") and a former men's basketball student-athlete ("student-athlete 2"), both of whom performed at the highest level during their intercollegiate athletics careers. Student-athlete 1 was known to be a candidate for the Heisman Trophy; student-athlete 2 was widely known to be a "one-and-done" student-athlete. In fact, as early as September 2007, student-athlete 2's only year on campus, the institution sent him a memo titled, "Information Regarding the 2008 NBA Draft, Agents and Tryouts." Their world included professional sports agents, "runners" and "handlers," "friends" and family, many of whom were eager to cash in early on expected lucrative professional contracts. The actions of those professional agents and their associates, with the knowledge and acquiescence of the athletes, struck at the heart of the NCAA's Principle of Amateurism, which states that participation in intercollegiate athletics should be "motivated primarily by education and by the physical, mental, and social benefits to be derived." Their actions also threatened the efforts of the NCAA and its member institutions to sponsor and support amateur competition at the collegiate level.

The general campus environment surrounding the violations troubled the committee. At least at the time of the football violations, there was relatively little effective monitoring of, among others, football locker rooms and sidelines, and there existed a general post-game locker room environment that made compliance efforts difficult. Further, in recent years, the NCAA has made efforts to encourage universities to curb excesses in the entertainment of prospective student-athletes making visits to college campuses so as to avoid a perception by prospects of special status or entitlement. Yet, in this case, the committee reviewed information that, during the official paid visit of a highly recruited

football prospect, his host – student-athlete 1 – did not pick up the prospect until nearly midnight the evening following a home football game and that he was taken out until the early morning hours. There also was information in the record that the assistant football coach knew that the prospect was not picked up until nearly midnight by student-athlete 1 and that the prospect was taken to a club at which alcohol was served. These activities and others referred to during the hearing fostered an atmosphere in which student-athletes could feel entitled to special treatment and which almost certainly contributed to the difficulties of compliance staff in achieving a rules-compliant program.

The NCAA is fully cognizant of the corrupting influence of agents and other third parties on high school and even junior high school students and its resultant effect on men's basketball recruiting. The NCAA is working at many levels to respond to the problem, both by education and by the establishment of a special investigative unit within the enforcement staff. This group's mission is to monitor and enforce rules compliance in men's basketball through expanded outreach efforts. Through an enhanced enforcement presence, it seeks increased knowledge and evidence regarding amateurism issues affecting the men's basketball recruiting environment. In this case, a representative of the institution's athletics interests ("representative B") appeared unannounced at the men's basketball offices to say that he could deliver student-athlete 2 to the institution. Representative B was neither a family member nor guardian of student-athlete 2. The conduct of such "handlers" is not, unfortunately, atypical in the current men's basketball recruiting environment. The committee underscores, however, that in acting as the "go to" person between a prospect and an institution, a handler becomes a representative of athletics interests for that institution. As a result, the institution commits violations when it works through such a handler in recruiting prospects.

The NCAA's enforcement and infractions processes are, at best, only one avenue to police and sanction amateurism violations caused by agent involvement. These processes are often slow. The limited scope of authority also means that these processes are, at times, incomplete. In the case of the men's basketball allegations, the process was slow in part because credible allegations of misconduct surfaced during the time that the allegations in football were being actively investigated. Both the football and men's basketball cases are incomplete because a number of key witnesses, including the athletes at the center of these allegations, refused to cooperate in whole or in sufficient measure. In addition, the family of student-athlete 1, whose actions were at the center of this investigation, refused to cooperate. Nevertheless, credible evidence was produced and corroborated, which supported the allegations that student-athlete 1 and his family and friends, and, student-athlete 2 and his associates took benefits from professional sports agents and/or persons who acted on behalf of these agents. In the case of student-athlete 1, he, his family and friends received benefits valued at many thousands of dollars.

Investigating and preventing amateurism violations is not easy. Everyone involved in delivering cash and other benefits to elite student-athletes and prospects – including the student-athletes and prospects themselves – knows that the conduct is prohibited and renders the student-athletes ineligible for intercollegiate competition. Accordingly, those delivering cash and benefits act in secret and make significant effort to avoid leaving a paper trail or other evidence that would uncover their activities. In this case, USC had a thorough rules education program. But rules education alone is not sufficient. There is no doubt that both the football student-athlete and the men's basketball student-athlete understood that they violated NCAA rules when either they or their families took cash and other benefits. To satisfy the requirements of NCAA membership, an institution also must actively and fully investigate and monitor its athletics program and engage in thorough and complete follow-through when information surfaces. Universities may not hide their heads in the sand and purport to treat all programs and student-athletes similarly when it comes to the level of scrutiny required. The more potential there is for big payoffs to student-athletes once they turn professional, then the more potential for illicit agent and third party involvement in the provision of significant cash and other benefits. In turn, heightened scrutiny is required. NCAA members, including USC, invest substantial resources to compete in athletics competition at the highest levels, particularly in football and men's basketball. They must commit comparable resources to detect violations and monitor conduct with a realistic understanding and appraisal of what that effort entails, and what it will cost. In this regard, and particularly during the time of the football violations, the institution fell far short. In fact, the compliance director at the time ("former compliance director") reported that there were only two compliance staff members at the institution for most of his tenure and it was "just myself for a couple of months."

The penalties imposed in this case are commensurate with the nature of the violations and the failure of appropriate oversight by USC.

A member of the Pacific-10 Conference, the institution has an enrollment of approximately 35,000 students. The institution sponsors 10 men's and 11 women's intercollegiate sports. This was the institution's sixth major infractions case. Most recently, the institution appeared before the committee in June 2001 for a case involving the football and women's swimming programs. Accordingly, USC is considered a "repeat violator" under NCAA Bylaw 19.5.2.3. The institution also had infractions cases in 1986, 1982, 1959 and 1957, all of which involved its football program.

B. FINDINGS OF VIOLATIONS OF NCAA LEGISLATION.

1. UNETHICAL CONDUCT; VIOLATIONS OF AMATEURISM LEGISLATION; FAILURE TO REPORT KNOWLEDGE OF NCAA VIOLATIONS. [NCAA Bylaws 10.1-(d), 12.01.1, 12.1.1, 12.1.2-(a), 12.3.1, 12.3.1.2 and 30.3.5 (2009-10 NCAA Division I Manual)]

Beginning in October 2004 and continuing until November 2005, two individuals (for the purposes of this report, "agency partners A and B" respectively), were in the process of forming a sports agency and marketing company, in partnership with student-athlete 1 and his step-father and mother ("the parents"). In the course of this relationship, agency partners A and B gave student-athlete 1 and his parents impermissible benefits in the form of cash, merchandise, an automobile, housing, hotel lodging and transportation. As a result of the receipt of these benefits, student-athlete 1 competed for the football team while ineligible. This ineligibility began at least by December 2004 and encompasses the 2005 Orange Bowl game and the entire 2005 football season, including postseason competition. Further, the assistant football coach knew or should have known that student-athlete 1 and agency partners A and B were engaged in violations that negatively affected student-athlete 1's amateurism status. The assistant football coach provided false and misleading information to the enforcement staff concerning his knowledge of agency partner A's and B's activity and also violated NCAA legislation by signing a document certifying that he had no knowledge of NCAA violations.

- a. Concerning the partnerships and impermissible benefits, the committee finds that the following occurred:
 - (1) In the fall of 2004, while student-athlete 1 was competing for the institution, student-athlete 1's step-father and agency partner A discussed the formation of a sports agency and marketing company featuring student-athlete 1. Subsequently, student-athlete 1 entered into an agreement with sports agency partners A and B to establish a sports agency to negotiate future marketing and professional sports contracts. [Note: The agreement may be inferred from student-athlete 1's subsequent conduct and his request for and acceptance of benefits.]
 - (2) Shortly after the agreement was reached to form a sports agency, student-athlete 1 and his family began asking for financial and other assistance from agency partners A and B. Thus, began a pattern of impermissible benefits provided by agency partners A and B to student-athlete 1 and his family.

- (3) In January 2005, at the request of the parents, agency partner A instructed his former brother-in-law ("the former brother-in-law") to arrange round-trip airline transportation between San Diego and Ft. Lauderdale, Florida, a value of approximately \$1,200, for the parents and for the brother of student-athlete 1 to attend the Orange Bowl.
- (4) During a telephone conversation in late 2004, student-athlete 1 informed agency partner A that he (student-athlete 1) was embarrassed to drive his current vehicle, a pick-up truck, and wanted a different vehicle. Agency partner A agreed to provide the cash to purchase a vehicle. A short while later, in December 2004, student-athlete 1 located a vehicle he wanted, and agency partner A gave student-athlete 1's stepfather several thousand dollars in cash for a down payment on the vehicle. Student-athlete 1 later contacted agency partner A to request additional money needed to purchase wheel rims for the vehicle. Agency partner A then drove from San Diego to Los Angeles and gave student-athlete 1 an additional several thousand dollars in cash. Approximately one week later, agency partner A gave student-athlete 1 another sizable cash payment, which the student-athlete used for a car alarm and audio system.
- (5) In early March 2005, after a request from student-athlete 1 to attend a former NFL player's ("former NFL player") birthday party in San Diego, agency partner A contacted agency partner B to arrange for student-athlete 1 to use a room in a hotel near the venue where the birthday party was held.
- (6) On the night of March 5, 2005, agency partner A provided cost-free round-trip limousine service for student-athlete 1 to travel from the hotel to the San Diego nightclub where the birthday party was held.
- (7) In March 2005, after a request from student-athlete 1 to vacation in Las Vegas, agency partner A contacted agency partner B, who arranged for two night's lodging (March 11-12) and incidentals for student-athlete 1 at a Las Vegas Resort, a value of \$564.
- (8) In March 2005 and after his parents were asked by their landlord to vacate their Paradise Valley Road residence, student-athlete 1's parents and agency partners A and B agreed that agency partner B

would purchase a property located in Spring Valley for the parents. The written agreement called for the parents to pay agency partner B \$1,400 per month (of the approximately \$4,500 monthly cost) plus utilities until such time when student-athlete 1 would pay the difference to agency partners A and B with money from the income he would earn once he became a professional athlete. However, the parents resided at the property at no cost until April 2006.

- (9) In the spring of 2005, agency partner B provided the parents with approximately \$10,000 in cash to purchase furniture for the Spring Valley residence.
- (10) In April 2005, the mother of agency partner A ("agency partner A's mother") purchased a washer and dryer for the parents at the San Diego Naval Exchange.
- (11) In June 2005, while agency partner A was incarcerated, student-athlete 1 made telephone contact with agency partner A's then girlfriend ("agency partner A's former girlfriend") and requested cash. The former girlfriend subsequently deposited at least \$500 in cash of agency partner A's funds into student-athlete 1's account at a Washington Mutual bank branch located on Jamacha Road in El Cajon.
- (12) Prior to the institution's September 3, 2005, football contest at the University of Hawaii, Manoa (Hawaii) student-athlete 1's step-father went to agency partner A's mother's home in El Cajon where she provided \$5,000 in cash to him.

Committee Rationale – Finding B-1-a-(1) – Agreement to form a sports agency

The institution denied that student-athlete 1 was ever "in partnership" with or agreed to be represented by agency partners A and B or their sports agency. The institution cites agency partner A's criminal background as a primary reason why it would be unlikely that student-athlete 1 would have chosen agency partner A as his agent during the fall of 2004. Further, the institution contended that agency partner A is not credible, in large part because of his criminal record.

However, the institution acknowledged that during late during 2004 and early 2005 agency partners A and B, in concert with student-athlete 1's step-father,

discussed forming a sports agency, and in the course of that discussion, agency partners A and B provided significant benefits to student-athlete 1's family. Among these benefits was the cost-free use of a home for a period of approximately one year, \$10,000 to purchase furniture for the home and the purchase of a washer and dryer. [See: Findings 1-a-(8), 1-a-(9) and 1-a-(10).] The institution also acknowledged that student-athlete 1 directly received benefits. [See Findings 1-a-(6) and 1-a-(7).]

As a result of the benefits provided to student-athlete 1 and his family, the institution agreed that student-athlete 1 was ineligible for competition during the 2005 football season. With regard to the 2004 season, the institution contended that it has "no basis upon which to conclude that student-athlete 1 was ineligible for competition during the 2004-05 football season."

The committee finds that the violations occurred and that they are major in nature.

As background, agency partner A and student-athlete 1 attended the same San Diego high school with agency partner A attending 10 years before student-athlete 1. They first became acquainted in 2001 when agency partner A delivered his father's sports balm product to the San Diego home in which student-athlete 1 lived with his mother and step-father. During the period in which the violations occurred, there was regular contact and communication, both in-person and via telephone, between agency partner A and student-athlete 1. Agency partner B was a friend of agency partner A and was affiliated with an investor group in San Diego.

The committee concluded that agency partner A was credible in the information he provided with regard to the efforts to establish a sports agency centered on student-athlete 1, and with regard to the benefits provided to student-athlete 1 and his family associated with those efforts. His account of what transpired was confirmed by members of his family, telephone records and compelling circumstantial evidence. The committee noted that agency partner A did not initiate contact with the NCAA enforcement staff and that he consented to be interviewed only after a long, protracted staff effort to get him to cooperate with the NCAA investigation. Agency partner A admitted to the NCAA staff that he had prior criminal convictions. Because of his troubled past, he realized that his credibility would be challenged.¹

¹ Agency partner A went to extraordinary lengths to document his version of the events. In an interview with the enforcement staff, a portion of which was provided to the committee in the Case Summary, he reported that he taped telephone conversations, which he said would corroborate his account of what transpired in the attempted founding of the agency and the associated provision of benefits to student-athlete 1 and his family. On the advice of NCAA counsel, the enforcement staff did not present the tapes to the committee.

Both agency partners A and B attempted to recoup funds and the value of benefits provided to student-athlete 1 and his family. Agency partner B received a settlement from student-athlete 1 and his family. The settlement agreement required that he keep the terms confidential. As a result, he did not cooperate with the NCAA's investigation. Agency partner A filed a civil suit against student-athlete 1 and his family. At the time the infractions case was heard, the case had not settled.

Agency partner A reported that, in the fall of 2004, he and student-athlete 1's stepfather engaged in discussions about the possible business opportunities the step-father would have when student-athlete 1 became a professional. The two concluded that the establishment of a sports agency would be a mutually beneficial endeavor for all involved as it would allow student-athlete 1 to avoid paying high commissions to an established sports agency. Agency partner A reported that student-athlete 1 and his stepfather told agency partner A to recruit the necessary individuals to establish an agency.

Shortly thereafter, again in the fall of 2004, agency partner A contacted his friend, agency partner B, about investing in the sports agency. Agency partner B had ties with a local investor group that owns and operates a resort in the San Diego area. Agency partner B was involved in the business aspects of that enterprise. Agency partner A arranged for student-athlete 1's mother and stepfather to meet agency partner B in the investor group's sky box at a San Diego Charger's home game in October 2004. Agency partner A said that, during the early planning stages, agency partner B made it clear that his investor group would provide financial support to the agency only if student-athlete 1 made a personal commitment to the agency. Agency partner A reported that, a few weeks later, student-athlete 1 gave his consent to establish the sports agency when he, agency partner B and student-athlete 1 met at student-athlete 1's parents' residence.

According to agency partner A, details regarding establishing the agency were discussed at meetings held in the homes of student-athlete 1's parents, agency partner B, and agency partner A's mother, as well as at properties owned by the investor group. Both agency partner A's mother and his sister ("agency partner A's sister") provided funds to student-athlete 1 and his family designed to help establish the agency. Agency partner A's sister and the former brother-in-law, who had been a licensed, registered sports agent himself, attended some of these meetings. [Note: The record in the case included photographs of student-athlete 1's stepfather, agency partner A and agency partner A's sister at a meeting of the investor group.] On January 20, 2005, the sports agency was formalized by the drafting of an operating agreement.

According to agency partner A, at the outset, agency partners A and B, and student-athlete 1's step-father each owned a third of the agency. Once student-athlete 1 signed a professional contract, the investor group would invest \$3.5 million to obtain 40 to 60 percent of the agency (agency partner B would then be bought out to avoid a conflict of interest) with the remaining shares belonging to agency partner A and student-athlete 1 along with his stepfather.

Agency partner A reported that, at first, there were no discussions concerning the specific financial arrangements. However, agency partner A and some of the other individuals involved in the establishment of the agency were well aware that they were violating NCAA rules and, because of that, they wanted to minimize the risk to student-athlete 1's amateur status while at USC. During subsequent conversations, agency partner A and student-athlete 1 agreed that everything would be done with cash and that the student-athlete's name would not appear on any documents. By dealing in cash and thus avoiding a "paper trail," they believed they could insulate student-athlete 1 from any entanglement in institutional, conference or NCAA violations should there be any questions about the agency.

Agency partner A's sister, a well-known news anchor for a San Diego television station, corroborated her brother's information. In the fall of 2004, when she first learned of the plans to establish the agency, she was skeptical. In an attempt to assure her, her brother told her that student-athlete 1's parents were religious. She stated that she initially met student-athlete 1's mother and step-father in late 2004, that she saw them at her mother's home during the holidays that year and that, on several occasions, she attended church with them. A relationship developed between the families, and the parents of student-athlete 1 came to agency partner A's mother's home on various occasions including the Super Bowl. Agency partner A's sister learned more from student-athlete 1's parents about the agency. Ultimately, she decided that it could be a viable business. One reason she became involved was because she thought her television background would provide expertise to assist with the media and marketing. She provided personal funds in an attempt to get the agency started. Agency partner A's sister was told that student-athlete 1 would be the cornerstone of the agency. She said she attended at least three meetings with agency partner B's investor group along with her brother and student-athlete 1's step-father.

Agency partner A's former brother-in-law, who had been married to agency partner A's sister, was a lawyer and had been a registered NFL Players Association (NFLPA) representative. He reported that he had known agency partner A since he (agency partner A) was 12 years old. In the fall of 2004, the

former brother-in-law learned that agency partner A and student-athlete 1's step-father planned to establish a sports agency operated by people from the San Diego area. He said the agency was to be developed around student-athlete 1 who would also be a part owner. The former brother-in-law served as a consultant to agency partners A and B, as well as student-athlete 1's step-father. The former brother-in-law planned to get recertified by the NFLPA and work for the agency.

The former brother-in-law first met student-athlete 1's step-father at an informal meeting that occurred at the home of student-athlete 1's family and answered questions about the NFL draft and disability insurance policies for student-athletes. He said that, at the time, agency partner A and student-athlete 1's step-father were talking on a daily basis about the agency. Plans were for the agency to negotiate players' contracts, market players and possibly provide financial advice. The former brother-in-law never personally met student-athlete 1 as contact with him while he was at USC might jeopardize student-athlete 1's eligibility and adversely affect the brother-in-law's ability to be recertified as an NFLPA agent.

Student-athlete 1 consented to an interview with the enforcement staff in late April 2009. Although he denied entering into any type of agreement with agency partners A and B, or anyone else associated with their attempts to form a sport agency, he conceded that he knew agency partners A and B, and he communicated regularly with agency partner A via telephone and text messaging. Student-athlete 1 reported that he socialized with agency partner A at area clubs and at his (student-athlete 1's) parents' home. He admitted that some of the conversations between him and agency partner A were about the formation of a sports agency. He also admitted that, with agency partner A, he attended a party that was given annually in San Diego for a former NFL player. [See: Findings 1-a-(5) and 1-a-(6).] He said it was "possible" that he helped agency partner A get into the USC locker room after a football game and that it was also "possible" that agency partner B was there too.

The NCAA's rules regarding agents fall under NCAA Bylaw 12.3 **USE OF AGENTS**. NCAA Bylaw 12.3.1 is the **General Rule**. It states:

An individual shall be ineligible for participation in an intercollegiate sport if he or she ever has agreed (orally or in writing) to be represented by an agent for the purpose of marketing his or her athletics ability or reputation in that sport. Further, an agency contract not specifically limited in writing to a sport or particular sports shall be deemed applicable to all sports, and the individual shall be ineligible to participate in any sport.

NCAA Bylaw 12.3.1.2 addresses **Benefits from Prospective Agents**. It states:

An individual shall be ineligible per Bylaw 12.3.1 if he or she (or his or her relatives or friends) accepts transportation or other benefits from:

- (a) Any person who represents any individual in the marketing of his or her athletics ability. The receipt of such expenses constitutes compensation based on athletics skill and is an extra benefit not available to the student body in general; or
- (b) An agent, even if the agent has indicated that he or she has no interest in representing the student-athlete in the marketing of his or her athletics ability or reputation and does not represent individuals in the student-athlete's sport.

The institution challenged the application of Bylaw 12.3.1.2 to agency partners A and B because neither was a registered agent, had any professional athletes as clients, or ever "marketed" student-athlete 1 or anyone else. Bylaw 12.3.1.2 is not restricted to registered agents or those with professional clients, but also includes "street agents," "recruiters," and "runners" for an agent. Registered agents regularly use the services of such individuals. Their activities violate NCAA agent legislation when, as here, they provide recruiting inducements.

The institution contended that "(agency partner A's) extensive criminal background, his history of gang-related and violent activity . . . make it highly unlikely that (student-athlete 1) would have chosen (agency partner A) as his agent during the fall of 2004." The evidence shows, however, that agency partners A and B never intended to function as registered agents for the agency. In late 2005 they recruited a registered NFLPA agent ("sports agent A") who was expected to serve as the chief executive officer of the agency and also to be the one who would deal directly with NFL teams.

The institution also disputed that student-athlete 1 was ever in partnership with or agreed to be represented by agency partners A and B or their sports agency. To the contrary, the evidence in the case not only is sufficient to make this finding, but this conclusion also was reached by the NFLPA Committee on Agent Regulation and Discipline when it evaluated this matter:

Regardless of the precise legal status (of the agency) at any given moment, all the persons involved, including (sports agent A), (agency partner A), (agency partner B), (an attorney for agency

partner A and his family), (student-athlete 1), (his father and his stepfather) . . . apparently treated it as though it was a fully functioning entity. The record demonstrated that there was overwhelming evidence that sports agent A acted as the CEO of (the agency) and that all the printed materials were designed to create the impression that the entity was operating and (sports agent A) was at its helm.

The question facing the committee was whether student-athlete 1 agreed to become involved with the proposed agency and, if so, when that happened. The committee finds that an agreement for representation was made in the fall of 2004 when student-athlete 1 and his stepfather agreed to form a sports agency with agency partners A and B and that student-athlete 1 began receiving benefits at least by December 2004 when he received funds to purchase an automobile. [See Finding 1-a-(4).] Based on the information presented to the committee, not only was student-athlete 1 aware of and willing to accept assistance from agency partners A and B, but he also agreed to join in that effort. It is irrelevant whether student-athlete 1 intended to stay committed to the agency.

In making this finding, the committee relied on the following evidence:

- Telephone records that reflect roughly 100 calls between agency partner A and student-athlete 1 or between agency partner A and student-athlete 1's stepfather in December 2004.
- Information from the former brother-in-law that he learned in the fall of 2004 of agency partner A's and student-athlete 1's step-father's plans to establish the sports agency.
- Information from agency partner A's sister that in the fall of 2004 she learned of the efforts to form the agency and that student-athlete 1 would be a part owner and "cornerstone" of the agency.
- Information from agency partner A that agency partner B would not commit and provide funds unless student-athlete 1 was "on board."
- The sequence of events as described by agency partner A, including that in October 2004, agency partners A and B had an initial meeting with student-athlete 1's stepfather in a San Diego Chargers skybox owned by the investor group with which agency partner B was affiliated.

- As set forth in Finding 1-a-(4), in December 2004, funds were provided so that student-athlete 1 could purchase an automobile and accessories. Agency partner A's mother was involved in this transaction and would not have provided funds unless she understood that student-athlete 1 was committed to the formation of the sports agency.
- As set forth in Finding 1-a-(3), the former brother-in-law helped purchase tickets for student-athlete 1's parents to the Orange Bowl in early January 2005. The committee believes it unlikely that the provision of such a benefit would happen if there was no understanding that student-athlete 1 was committed to the agency.
- As set forth in Findings 1-a-(8), 1-a-(9) and 1-a-(10), and as admitted by the institution, student-athlete 1's parents lived cost-free in a new home for more than a year beginning in March 2005. They also received \$10,000 from agency partner B to purchase new furniture and agency partner A's mother provided funds for the purchase of a new washer and dryer. The home was valued at approximately \$750,000 and the monthly rent was supposed to be \$1,400, although no rental payments were made. Although agency partner B did not cooperate with the NCAA's investigation, the evidence reflected that the home was provided through his efforts. He later entered into a confidential settlement with student-athlete 1 and his family. It was unlikely that such benefits would have been provided without prior discussion and the assurances of student-athlete 1's commitment to the agency.
- As set forth earlier in this report, the NFLPA found that a number of individuals involved in the attempt to put together the agency, including student-athlete 1, treated it a "fully functioning entity."
- The January 20, 2005, "operating agreement" would likely have taken considerable prior planning and discussion. In addition, agency partner B would only participate if student-athlete 1 had committed to the agency
- As will be discussed more fully later in this report, student-athlete 1 refused to cooperate fully with the investigation by failing to provide requested information that, if it existed, could have substantiated his claim that he was not involved in violations of NCAA legislation. Although he participated in one interview, and admitted to socializing with agency partner A, he denied receiving money and other benefits from agency partner A and others. He refused requests to provide financial records, automobile records and other information that might have refuted the

information reported by agency partner A and those associated with him. Student-athlete 1's parents also refused to cooperate in the investigation and neither interviewed with the enforcement staff nor provided any records to disprove the information provided by agency partner A and his associates. There is no evidence in the record that student-athlete 1 encouraged them to provide documents or otherwise cooperate in the investigation.

Committee Rationale – Finding B-1-a-(2) – Impermissible cash payment to student-athlete 1's parents

The institution and the enforcement staff were in disagreement with regard to the facts of this finding. It was the institution's position that there is "no basis upon which to conclude that the facts (of the finding) are substantially correct," citing its belief that the allegation was based solely on statements made by agency partner A, whom the institution contends is not credible. The committee finds that the violation occurred.

Agency partner A reported that when plans were being made to form the sports agency, there were no specific discussions about providing money to student-athlete 1 and his family. However, that changed once student-athlete 1 committed to the venture. Agency partner A reported,

Well first it was never any discussions about money. It was just get it started. And then once (student-athlete 1) gave that approval, they all started asking for s***, once they said, uh, excuse my language. It was already, 'Okay, we're gonna do this. Now can we get this? Now can we get that? We'll make it back and you know.

Agency partner A specified that, within days after an agreement was reached to form the sports agency, student-athlete 1's step-father approached him about "financial problems." Agency partner A reported that the stepfather asked for a substantial loan to address these "financial problems," which included a large amount of credit card debt. Agency partner A stated that he approached agency partner B about this request for money, and agency partner B agreed to provide the cash. Agency partner A reported that he went to agency partner B's home the next day to pick up the cash and took it to the home of student-athlete 1's mother and stepfather, where he gave it to them. Agency partner A did not know if student-athlete 1 was aware of this provision of cash, but opined that "he had to know."

In reference to the cash provided to student-athlete 1's parents, the former brother-in-law, reported that, through conversations with agency partners A and B, he was aware of, "the loans with (student-athlete 1's parents) to pay off their bills, they needed a big lump sum to pay their bills off, I knew about that."

As set forth earlier in this report, student-athlete 1's parents did not cooperate with the NCAA's investigation and, therefore, there was no opportunity to review financial records, which could have shed light on this issue.

Committee Rationale – Finding B-1-a(3) – Transportation to 2005 BCS Championship for student-athlete 1's family

The institution and the enforcement staff were in substantial disagreement with regard to the facts of this finding. It was the institution's position that "there is no basis upon which to conclude that (information in the finding) is substantially correct," citing the fact that the information supporting the finding is based on the testimony of agency partner A and the former brother-in-law and that there is no documentation regarding the purchase of the airline tickets. The committee finds that the violation occurred.

As set forth earlier in this report, the committee finds agency partner A credible. Moreover, the committee finds no reason to doubt the veracity of the former brother-in-law. With regard to the purchase of the airline ticket, the committee finds that the specificity of the information provided by the former brother-in-law compelling in assessing his credibility. Agency partner A reported that he provided cash to the former brother-in-law to purchase the airline tickets for student-athlete 1's mother, brother and step-father to attend the 2005 BCS championship game in Miami's Orange Bowl game. The former brother-in-law confirmed that he received cash from agency partner A and specified that the total was \$1,200. The former brother-in-law was mindful of not leaving a "paper trail" and insisted that the transaction be completed in cash. He added that the \$1,200 did not cover the total cost of the tickets and, as a result, he had to use \$200 of his own funds to make up the shortfall. The former brother-in-law reported that, initially, he was going to purchase the tickets at the airport, but the lines were too long, so he purchased the tickets from a travel agent. The travel agent is no longer in business. He reported that the tickets were on America West Airlines and that the flight was roundtrip between San Diego and Fort Lauderdale, Florida.

The committee notes that in addition to providing funds for student-athlete 1's family to attend the 2005 Orange Bowl BCS championship, agency partner A reported that he provided funds for them to attend the away game against the University of Hawaii during the 2005 season [See Finding 1-a-(12)]. Institution records reflect that the 2005 BCS championship game was the first away game student-athlete 1's family ever attended. Further, institution ticket lists show that during the 2005 football season, student-athlete 1's mother, step-father and brother were on the list for three away football games (Hawaii, University of Arizona and the University of California). [Note: As set forth in Finding 2-b-(1), another agency purchased the airline tickets and ground transportation for student-athlete 1's family to attend the game against California.]

Committee Rationale – Finding B-1-a-(4) – Provision of cash to student-athlete 1 to purchase an automobile and accessories

The institution and the enforcement staff were in disagreement with the facts of this finding. The institution's position was that there "is no basis to conclude that (the finding) is substantially correct." The institution pointed out that agency partner A stated that he provided the cash for the car but has provided no supporting documentation, such as bank withdrawal records to corroborate the purchase. The committee finds that the violation occurred.

Agency partner A reported that, after student-athlete 1's parents received money from agency partners A and B, student-athlete 1 contacted him (agency partner A) about obtaining funds to purchase an automobile because student-athlete 1 was "embarrassed" to be seen in the vehicle he was currently driving. [Note: An athletics department car registration form completed by student-athlete 1 in August 2003 documents that he drove a 1996 Ford Ranger. The form was amended in April 2004 to reflect that the vehicle belonged to his mother and he did "not use it at all."] Student-athlete 1 told agency partner A that he (student-athlete 1) had always wanted an "SS (Chevrolet) Impala."

Agency partner A reported that he gave student-athlete 1 the go-ahead to purchase the vehicle and within a few days, student-athlete 1 contacted agency partner A to inform him that he had found an SS Impala he wanted to buy. Agency partner A recalled that the vehicle cost about \$15,000 to \$16,000 and that student-athlete 1 needed a substantial payment toward the purchase of the vehicle to take possession. Agency partner A stated that he took a substantial payment for the purchase of the vehicle to student-athlete 1's step-father. Agency partner A recalled that he obtained these funds from his sister.

Agency partner A reported that on two separate occasions after student-athlete 1 obtained the automobile, student-athlete 1 contacted him for assistance in purchasing wheel rims and, later, alarm and music systems. According to agency partner A, the wheel rims cost about \$5,000 and the alarm/music systems were about \$3,000 to \$3,500 combined. Agency partner A reported that he paid for these items, and he obtained the funds from his mother.

The former brother-in-law reported that, through conversations with agency partners A and B, he was aware that student-athlete 1 had received an "Impala." He described the automobile as being "tricked out" with new rims.

Agency partner A's sister stated that she provided a total of approximately \$30,000 in cash to her brother to give to either student-athlete 1, his parents, or both. She stated that almost all of these transactions were in cash, usually in \$2,000 increments. She said her mother also provided money. When asked if she knew of anything specific that student-athlete 1 might have purchased with the money he received, she replied,

Uh, I know that there was some mention about him trying to get a car at one time and he was trying to get the money up for that ... he was trying to get a hold of this '9, a '96 Impala. I guess these guys like that particular year, it's a classic or something and they wanted to get the car. And that he was trying to get the money up for that ... And, uh, again it was mentioned about getting this car and I gave money, I don't know if it went for, helped to buy the car or not.

Agency partner A's mother reported that she provided approximately \$4,000 in cash to her son so that he could purchase wheel rims for student-athlete 1. She reported that this transaction took place "before the first of 2005" . . . "probably December" (2004). [Note: A USC student-athlete car registration form completed by student-athlete 1 in August 2005 lists his ownership of a 1996 Burgundy Chevrolet Impala and that it was purchased in December 2004.]

Agency partner A's girlfriend reported she knew that student-athlete 1 received an automobile and wheel rims through the actions of agency partner A. She stated:

... (agency partner A) bought him the car and ... that's when (student-athlete 1) started to get a little bit bigger headed. And then...(student-athlete 1) (called) back and (said)...I want the rims for the car...that's when we had to drive up the money and give it to (student-athlete 1) to get the rims...

In student-athlete 1's only interview, on April 30, 2009, he said that he purchased a 1996 black Chevrolet SS Impala at a cost of \$17,000 from a used car dealership located in Burbank. According to him, he made an \$8,000 down payment and obtained a loan for approximately \$9,000 from a local credit union, which he repaid at \$208 per month. Student-athlete 1 claimed that the source of the \$8,000 was \$4,000 from his personal savings and \$4,000 from his parents. In a December 2005 news article, student-athlete 1's biological father claimed that he gave his son \$9,000 following a legal settlement of a social security disability claim. Student-athlete 1's biological father could not be located for an interview by either the institution or the enforcement staff despite repeated attempts to find him. Student-athlete 1 could not recall if his parents gave him cash, a check or a cashier's check for the \$4,000. He claimed that that his \$4,000 of the \$8,000 down payment was withdrawn from either his Washington Mutual or Bank of America accounts. Student-athlete 1 stated that he subsequently paid off the loan and drove the vehicle for two years before selling it for \$25,000. While he was enrolled at the institution, the vehicle was registered with both the institution and the athletics department. [Note: Student-athlete 1's parents neither cooperated with the investigation, nor provided records that might have substantiated student-athlete 1's account of this transaction. Likewise, student-athlete 1 refused to provide financial records to substantiate his account of the purchase.]

At the time he bought the car, student-athlete 1 was paying \$750 in rent monthly for an off-campus apartment he shared with another student-athlete; he also paid another \$200-\$300 for utilities. Student-athlete 1 received a stipend of approximately \$1,000 from the institution to cover the cost of living off-campus. In reviewing the information student-athlete 1 provided relative to the financing of his automobile purchase, his financial status calls into question how he could afford to purchase a vehicle and make the payments without substantial additional funds.

At the hearing the institution provided copies of student-athlete 1's "University of Southern California Student-Athlete Motor Vehicle Information" form submitted on August 8, 2005. Student-athlete 1 listed a 1996 Chevrolet Impala purchased in December 2004 for a price of \$19,000. The committee notes that the line for the license plate number was left blank as was the line to specify where the automobile was purchased. There was no effort on the part of the institution to follow up with student-athlete 1 to obtain this information, which forms a component of Finding B-7, lack of institutional control.

Committee Rationale – Finding 1-a-(5) – Use of a hotel room by student-athlete 1

It was originally alleged that student-athlete 1 stayed at the hotel in San Diego for two nights at a cost (including incidental expenses) of \$1,574. The primary source for that information was agency partner A. Although the institution conceded that student-athlete 1 attended the party in question, it "has no basis to conclude that (the original allegation) is substantially correct." Student-athlete 1 denied that he stayed in the room, claiming that he used it only to change clothes before the birthday party in question. Student-athlete 1 reported that he stayed at his parents' home in San Diego while he was in town for the party. Student-athlete 1's parents refused to cooperate with the investigation so they did not corroborate his claim. Hotel records reflected that the room was not registered in student-athlete 1's name, but rather in the name of agency partner B.

Although the committee finds that student-athlete 1 did use the room in some fashion during the time in question, the committee concludes that the evidence presented was not enough to support a finding that student-athlete 1 resided overnight in the room.

Committee Rationale – Finding B-1-a-(6) – Cost-free limousine transportation for student-athlete 1

The institution agreed that the facts set forth in Finding 1-a-(6) are substantially correct. However, the institution denied that a violation of Bylaw 12.3.1.2 occurred. The institution did not believe that Bylaw 12.3.1.2 applies, as agency partner A "has never been an agent and was not acting on behalf of any agent in March 2005." Rather, the institution contends that the limousine service constituted a preferential treatment violation under Bylaw 12.1.2.1.6.

As the committee stated in its rationale for Finding 1-a-(1), the committee rejects the institution's interpretation of bylaw 12.3.1.2. The committee finds that the violation occurred.

Committee Rationale – Finding B-1-a-(7) – Cost-free lodging in Las Vegas for student-athlete 1

The institution and the enforcement staff agree that Finding 1-a-(7) is substantially correct. Student-athlete 1 confirmed that agency partner B paid for his room at a Las Vegas resort on March 11 and 12, 2005. The charges for the room were \$564. Student-athlete 1 claimed that the resort stay was a birthday present to him from agency partner B, whom he described as a "family friend."

The institution conceded that there is no evidence that agency partner B provided gifts of this nature to student-athlete 1 before he became recognized as an athlete, and therefore, the institution believes the benefits provided by agency partner B constituted a violation of NCAA legislation. However, it was the institution's position that there was a violation of Bylaw 12.1.2.1.6, and not Bylaw 12.3.1.2, because, in the institution's view, agency partner B's status was the same as agency partner A -- he was not "representing" student-athlete 1, nor was he an "agent."

As the committee stated in its rationale for Findings 1-a-(1) and 1-a-(5), the committee rejects the institution's interpretation of Bylaw 12.3.1.2. The committee finds that a violation of Bylaw 12.3.1.2 occurred.

Committee Rationale – Finding B-1-a-(8) – One year cost-free lodging in a new home for student-athlete 1's family

The institution initially contested the facts of this finding, but, shortly before the hearing, notified the committee it agreed with the enforcement staff that Finding B-1-a-(8) was substantially correct. At the hearing, the institution's outside counsel stated the following relating to this violation:

It appears that (student-athlete 1's family) lived in the home at no cost from sometime in the spring, I believe, maybe April 2005 until roughly a year. What we are not clear on is whether it was a deferred rent or they were never expected to pay. We believe the fact that there was some sort of resolution between the family and (agency partner B), that that probably or possibly related to the lease, and so the lease was ultimately in force. But we are not aware of any evidence that the requirements of the lease in terms of monthly rent were in force while they lived there.

The committee finds that the violation occurred.

Committee Rationale – Finding B-1-a-(9) – Provision of \$10,000 to student-athlete 1's family for the purchase of new furniture

The institution initially contested the facts of this finding, but, shortly before the hearing, notified the committee it agreed with the enforcement staff that Finding 1-a-(9) was substantially correct. At the hearing, the institution's outside counsel explained why it ultimately agreed to the finding:

... But basically we said there are three people (agency partner A, the mother of agency partner A and a former girl friend of agency partner A) who claimed to have personal knowledge of this and there is no evidence to refute it.

The committee finds that the violation occurred.

Committee Rationale – Finding B-1-a-(10) – Provision of a washer and dryer to student-athlete 1's family

The institution initially contested the facts of this finding, but, shortly before the hearing, notified the committee it agreed with the enforcement staff that Allegation 1-a-(10) was substantially correct. The committee finds that the violation occurred.

Committee Rationale – Finding B-1-a-(11) – Deposit of cash into student-athlete 1's banking account by agency partner A's former girlfriend

The institution and the enforcement staff were in disagreement with the facts of this finding. The institution's position was that there "is no basis to conclude that (the finding) is substantially correct," pointing to the fact that agency partner A's former girlfriend was not certain of the amount of the deposit and that agency partner A provided no corroborating records. The institution further maintained that there was no information showing that agency partner A's former girlfriend had student-athlete 1's account number, which, the institution contended, she would have needed to make a deposit into his account. The committee finds that the violation occurred.

In making this finding, the committee relies on information provided by agency partner A and his former girlfriend. Agency partner A reported that on one occasion his former girlfriend deposited \$500 into a bank account owned by student-athlete 1. The former girlfriend confirmed that, on instructions from agency partner A, she took funds from agency partner A's account and deposited "at least \$500" into student-athlete 1's account. She said that agency partner A was incarcerated at the time, but the two occasionally communicated by telephone. She also reported that she had agency partner A's cell phone during the time he was incarcerated. She stated that she had access to agency partner A's bank account and that the bank tellers knew her. She stated that student-athlete 1 contacted her through agency partner A's cell phone and, at the request of student-athlete 1, she deposited the funds into an account student-athlete 1 had with Washington Mutual. Agency partner A's former girlfriend identified the specific Washington Mutual branch location in El Cajon where she made the deposit.

Student-athlete 1 denied that this transaction took place, but did confirm that he had a checking and savings account with Washington Mutual during the 2003-04 academic year. The committee found it persuasive that neither student-athlete 1 nor the institution could provide an alternative explanation as to how agency partner A's former girlfriend knew that student-athlete 1 banked at Washington Mutual. Washington Mutual did not have a branch located on or near the USC campus.

Committee Rationale – Finding B-1-a-(12) – Provision of \$5,000 for trip to Hawaii in 2005

The institution and the enforcement staff were in disagreement with the facts of this finding. The institution said it had "no basis to conclude that (the finding) is substantially correct," contending that there is no evidence to support agency partner A's mother's description of this transaction. Agency partner A's mother reported that she withdrew funds from a bank account and provided them to student-athlete 1's stepfather. The committee finds that the violation occurred.

Agency partner A reported that his mother gave student-athlete 1's family a large amount of cash (approximately \$7,500) to travel to Hawaii. He said he believed his mother provided the funds because both he (agency partner A) and agency partner B were out of town at the time.

Agency partner A's mother stated that student-athlete 1's step-father called her "in a panic" when her son was out of town because he needed money to travel to an out-of-town USC game. She said that she had been told about student-athlete 1's family's need for money to travel to an out-of-town game, possibly the Hawaii game, so she had the money on hand. She said because her son was expected to "carry his end," she provided the funds. It was her recollection that she provided \$5,000.

At the time of this transaction, agency partner A's former girlfriend was working as the personal assistant to agency partner A's mother. [Note: Agency partner A's mother is the finance executive of an agency, which contracts with the California Department of Corrections to provide parolee services for women.] Agency partner A's former girlfriend reported that she was at agency partner A's mother's home when student-athlete 1's step-father came to the house to pick up the money. Agency partner A's former girlfriend stated that she knew agency partner A's mother kept large sums of cash at her home. However, the former girlfriend believed that, in this instance, the mother was forewarned about needing extra cash to give to the step-father for the Hawaii trip. The former

girlfriend reported that agency partner A's mother retrieved the cash "from upstairs" and gave it to the step-father of student-athlete 1.

As set forth earlier in this report, institution records show that student-athlete 1's mother, step-father and brother attended three away football games (Hawaii, University of Arizona and the University of California) during the 2005 football season. The sole away game the family attended during the 2004 season was the 2005 BCS championship game in Miami (following the 2004 season). Attendance at all of these games was subsequent to the agreement to form the sports agency.

- b. At least by January 8, 2006, the assistant football coach had knowledge that student-athlete 1 and agency partners A and B likely were engaged in NCAA violations. At 1:34 a.m. he had a telephone conversation for two minutes and 23 seconds with agency partner A during which agency partner A attempted to get the assistant football coach to convince student-athlete 1 either to adhere to the agency agreement or reimburse agency partners A and B for money provided to student-athlete 1 and his family. Further, during his September 19, 2006, and February 15, 2008, interviews with the enforcement staff, the assistant football coach violated NCAA ethical conduct legislation by providing false and misleading information regarding his knowledge of this telephone call and the NCAA violations associated with it. The assistant football coach failed to alert the institution's compliance staff of this information and later attested falsely, through his signature on a certifying statement, that he had no knowledge of NCAA violations.

Committee Rationale

The institution, the enforcement staff and the assistant football coach were in disagreement regarding the facts of this finding. The institution and the assistant football coach maintained that there was no convincing proof that the assistant football coach knew agency partners A and/or B, or that he knowingly provided the NCAA enforcement staff and the institution false and/or misleading information concerning his involvement in or knowledge of matters relevant to a possible violation of NCAA legislation relating to the activity of the two agency partners. The assistant football coach contended that there was no evidence that he lied when he denied that student-athlete 1 told him about his relationship with agency partner A or the sports agency. Further, the assistant football coach maintained that, to the best of his knowledge, he had neither met nor spoken to agency partner A. The enforcement staff believed that the assistant football coach, to avoid being implicated for knowledge of or involvement in possible

NCAA violations, provided false and misleading information. The committee finds the violations occurred.

In the Notice of Allegations, the assistant football coach was alleged to have engaged in violations relating to knowledge of the relationship between student-athlete 1, agency partners A and B, and their attempt to establish a sports agency. It was alleged in particular that the assistant football coach initially met agency partner A at the March 5, 2005, San Diego birthday party of a former NFL player [See Findings 1-a-(5) and 1-a-(6)] and, at that time, became aware of agency partner A's activities, some of which included his provision of impermissible benefits to student-athlete 1. The assistant football coach denied knowing agency partner A or talking to him during the March 2005 weekend. He also denied any knowledge about the sports agency. In fact, at the hearing, the assistant football coach stated, "I don't ever recall talking to (agency partner A) in my life."

The committee finds ample reason in the record to question the credibility of the assistant football coach. For example, he provided various explanations as to what he did, and with whom, in San Diego during the March 2005 birthday party. In his last explanation, he said he was accompanied on that weekend by a female associate ("the associate"). [Note: In his initial interview with the enforcement staff, the assistant football coach never mentioned being accompanied by the associate. The assistant football coach later offered the associate as a witness who could corroborate his version of what happened during the 2005 birthday party weekend. When interviewed by the enforcement staff, the associate claimed she accompanied the assistant football coach to the birthday party and that the assistant football coach neither saw nor spoke to agency partner A at the March 2005 party.]²

According to the assistant football coach, the associate was a tutor in the athletics department and he contemplated hiring her to assist him in "starting an independent record label." [Note: No such enterprise was ever started.] According to the assistant football coach, he picked up the associate at her apartment in Los Angeles and drove with her to San Diego for the birthday party, yet there were no telephone calls between the two either before the weekend, or

² The assistant football claimed that, after the party, he stayed at the San Diego home of a former NFL teammate. That teammate was interviewed by the enforcement staff and said that he was not aware that the assistant football coach was going to attend the party, but he "ran into" the assistant coach at the function. He confirmed that he drove the assistant coach to his home after the party. In this interview, the teammate did not mention the associate being with the assistant football coach. The teammate was interviewed a second time by the institution and the attorney for the assistant football coach. In the second interview, the teammate said that he arranged for the assistant coach to obtain tickets to the party and that the assistant coach was accompanied by the associate. [Note: Admission to the party was by pre-paid tickets only.]

contemporaneous with their departure, so as to coordinate the arrangements to travel to San Diego. In fact, the telephone records show no phone calls between the two until March 23, 2005, more than two weeks after the birthday party. In contrast, during the period from March 23 to July 18, 2005, the assistant football coach's telephone records reflect 742 calls to the associate.

Another reason to question the assistant football coach's credibility in denying that he knew agency partner A is the fact that the two shared a close relationship with a mutual friend ("mutual friend"), a comedian and actor who has appeared in various roles in television and motion pictures. Agency partner A grew up with the mutual friend in San Diego. The record in the case included a photograph of the assistant football coach together with agency partners A and B and the mutual friend. The assistant football coach stated that the only individual in the photo he knew was the mutual friend, and that it was not uncommon for "passersby" to pose for photographs with celebrities such as the mutual friend. Given the relationship, the committee finds it unlikely that the assistant football coach would have posed in a photograph, which included agency partner A and the mutual friend and not, at a minimum, have been introduced to him (agency partner A) by the mutual friend. The photograph was taken with agency partner B's telephone.

Yet another example of the assistant football coach's lack of credibility was his statement regarding the events on October 29, 2005, the night that a highly recruited prospect ("the top prospect") was on his official visit to the institution. Student-athlete 1 was serving as the top prospect's host during the official visit. The assistant football coach made three phone calls to agency partner A's telephone between 11:39 p.m. and 11:56 p.m. that the assistant football coach said were intended for student-athlete 1 and were made so that he (the assistant football coach) could confirm that student-athlete 1 made contact with the top prospect. The assistant football coach said that he went to a club looking for student-athlete 1 and the top prospect. He claimed that he did not see them in the club, even though the phone calls stopped at that point. The committee believes the explanation provided by agency partner A: that he (agency partner A) was with student-athlete 1 that night, that the assistant football coach knew they were together, that he phoned agency partner A to locate student-athlete 1 and that the assistant football coach eventually met agency partner A, student-athlete 1 and the top prospect at the club. The committee found it noteworthy that the photograph referenced earlier was taken on October 29, 2005. In fact, the institution's response stated, "USC agrees that it is substantially correct that (agency partner A), (agency partner B), (student-athlete 1) and (the assistant football coach) were in the same location on the night of October 29, 2005."

A finding of unethical conduct in the provision of false and misleading information is very serious. Despite grave doubt as to the credibility of the assistant football coach in this instance, the committee ultimately concludes that is unable to make an unethical conduct finding against him with regard to the information he provided pertaining the March 2005 birthday party weekend. The committee concludes that the evidence presented contained unresolved discrepancies in what witnesses reported regarding the events and who was present during the March 2005 birthday party weekend.

The committee nonetheless remains particularly troubled by the two minute and 32 second telephone call from agency partner A to the assistant football coach that took place at 1:34 a.m. on January 8, 2006. The assistant football coach claimed that he did not remember the phone call and denied agency partner A's description of what was said. The committee finds agency partner A credible in his report of the call. Agency partner A said that he phoned the assistant football coach to ask him to intercede with student-athlete 1 and get him to adhere to the agency agreement that he made with agency partners A and B. Agency partner A said he also told the assistant football coach that he did not intend to lose the money he had given student-athlete 1 and his parents and preferred not to go public with the matter and implicate the institution.

Agency partner A's former girlfriend confirmed agency partner A's account of the call:

Uh, I just remember (agency partner A) making the calls. And then, uh, he was, like, you know, I hate to do this but I'm gonna have to 'cause I'm not about to get screwed. So he called, I just remember the word co, I just remember coach. So I'm just assuming it's him (the assistant coach), but I'm not sure.

In response to a question regarding the purpose of the call, she stated:

Just basically, like, somebody better talk to (student-athlete 1) or this is gonna go public, you know, 'cause I'm not gonna lose my money.

When asked when this call occurred, she stated:

This was at the, this was right when everything was getting dirty. When he was, uh, recording everything. So this was, he went to prison, I think, right after his birthday so it must've been, like, the

beginning of February then when he went to prison or late January of '06...

Telephone records show that later the same day, the assistant football coach attempted to reach student-athlete 1, and approximately 30 minutes later, student-athlete 1 returned the call. A 13 minute conversation ensued. Of the nearly 400 telephone calls found in the records between the assistant football coach and student-athlete 1, this was the third longest call. The institution believed that it was possible, if not likely, that agency partner A called the assistant football coach, who was student-athlete 1's position coach, to encourage student-athlete 1 to choose agency partner's A's agency. The assistant football coach, however, reported that he did not know agency partner A and had no idea why agency partner A's number was on his telephone records. Moreover, the assistant football coach, in his response to the notice of allegations, stated:

. . . certainly (such a conversation) would have lasted more than two minutes and 23 seconds. It is unfathomable that a conversation over student-athlete 1's alleged debt of tens of thousands of dollars and how (agency partner A) wanted it repaid or he would implicate USC could take place in less time than it takes to order a pizza for delivery.

The committee finds this argument unpersuasive. Much can be said in the course of a two and a half minute conversation, including everything that agency partner A reported that he said. More important, the committee finds it implausible that the assistant football coach would have stayed on the phone for that length of time in the middle of the night with a person he claimed not to know. The assistant football coach's credibility is further compromised by his claim that he neither knew nor talked to agency partner A despite the four calls between the two (three calls the weekend of the top prospect's visit and the January 8, 2006, call). The committee finds that the conversation occurred as described by agency partner A and, therefore, that the assistant football coach violated NCAA ethical conduct legislation (Bylaw 10.1-(d)) by providing false and misleading information to the enforcement staff regarding the call and his knowledge of agency partner A's activity. The committee also finds that the assistant football coach violated NCAA Bylaw 30.3.5 by signing a document attesting, falsely, that he had no knowledge of NCAA violations involving the institution.

**2. AMATEURISM VIOLATIONS, IMPERMISSIBLE EXTRA BENEFITS.
[NCAA Bylaws 12.3.1.2, 16.02.3 and 16.11.2.1]**

On a number of occasions from November 2005 to January 2006, in an effort to obtain representation in future professional marketing negotiations from student-athlete 1, a sports marketing agent ("sports marketer A"), and his associate ("sports marketer B") and their agency, all of whom are representatives of the institution's athletics interests, provided impermissible benefits to student-athlete 1, some of his friends and members of his family.

- a. Concerning the sports marketing agency (sports marketers A and B) being representatives of the institution's athletics interests, in April 2005, sports marketer B contacted USC's associate director of athletics ("the associate director of athletics") to determine if any of the institution's student-athletes would be interested in a summer internship with the sports marketing agency. The associate director of athletics asked the former director of compliance ("former director of compliance") if it was permissible for a student-athlete to intern for a sports marketing group. After the former director of compliance's April 26 approval, two of the institution's football student-athletes were hired by the sports marketing agency. Shortly thereafter, sports marketer B informed the associate director of athletics that the sports marketing agency had also hired student-athlete 1.
- b. Concerning the impermissible benefits provided to student-athlete 1, his family and friends by sports marketers A and B through their sports marketing agency:
 - (1) During the weekend of November 11-13, 2005, the sports marketing agency provided the family of student-athlete 1 round-trip airline transportation on Southwest Airlines between San Diego and Oakland, a value of \$595.20, and round-trip limousine service between the Oakland airport and a San Francisco hotel, a value of \$250, to attend the institution's away football game at the University of California, Berkeley.
 - (2) On or about November 28, 2005, the sports marketing agency purchased a round-trip airline ticket for a friend of student-athlete 1 ("friend A") on Continental Airlines between Las Vegas and Newark, New Jersey, a value of \$405.05.
 - (3) On or about November 28, 2005, the sports marketing agency purchased a round-trip airline ticket for another friend of student-athlete 1 ("friend B") on American Airlines between Los Angeles and New York City, New York, a value of \$368.50.

- (4) On or about November 30, 2005, the sports marketing agency paid \$150 in airline service fees owed by members of student-athlete 1's family.
- (5) In late December 2005, sports marketer A reserved and used his credit card to hold a room for the aunt of student-athlete 1 at a San Francisco hotel.
- (6) In December 2005, sports marketer A paid an undetermined amount to repair student-athlete 1's 1996 Chevrolet Impala automobile, which was damaged in an accident.

Overview

With the exception of portions of Finding 2-b-(1), the institution and the enforcement staff were in disagreement with regard to the findings. The institution contended that the evidence to support the violations was neither credible nor persuasive. Further, the institution disagreed that sports marketers A and B or their agency were, or ever became, representatives of USC's athletics interests.

Information regarding these violations first came from agency partner A. He reported that he knew of a relationship between sports marketer A and student-athlete 1 and that student-athlete 1 was employed by sports marketer A. [Note: Student-athlete 1 was an intern with the sports marketing agency and later signed a professional contract with the agency in February 2006]. Agency partner A reported that student-athlete 1's family received benefits from sports marketer A's agency. When asked to describe the benefits, he stated:

Travel tickets, like airline, airline tickets and hotel and pay for the hotel. This was at the end 'cause it was funny to me. The whole year we've been giving him all the money for all their away games, buying the tickets and then like towards the end of the season, they stopped asking for money and tickets so I knew somebody was giving 'em the money and the tickets.

Financial records obtained from sports marketer A's and B's agency confirmed that the agency provided expenses associated with travel for student-athlete 1's family and friends as set forth in Findings 2-b-(1) through 2-b-(6). The committee finds the violations occurred.

Committee Rationale – Finding B-2-a – Representatives of the institution's athletics interests

NCAA Constitution Article 6-4-(d) defines a representative of the institution's athletics interest as one who "has assisted or is assisting in providing benefits to enrolled student-athletes" The committee concludes that the circumstances under which these internships were provided resulted in sports marketers A and B, in addition to their agency, becoming representatives of the institution's athletics interests. The committee based this conclusion on evidence that, in the summer of 2005, employment opportunities were created only for the institution's student-athletes and with the knowledge and assistance of the institution's athletics department staff members.

There was information in the record that the former head football coach encouraged sports marketer A to hire student-athletes as interns. A current NFLPA certified agent ("sports agent B") is the chairman of a sports agency and a colleague of sports marketer A. He reported that the former head football coach asked sports marketer A to consider hiring football student-athletes as interns in his agency. Sports agent B reported:

(Sports marketer A) was like, 'yeah, here's (the former head football coach) and the year before, he, he's tryin' to get me to hire, you know, three players, you know.'

...How many players, I don't even know, maybe he tried to get him to hire ten....but it was totally agreed upon between (the former head football coach) and (sports marketer A) that there was an internship program for that summer. That's all I do know.

At the hearing, the former head coach denied that he asked sports marketer A to hire football student-athletes as interns, although he acknowledged that he knew sports marketer A and that he (sports marketer A) had "something about his past years before that had gone wrong . . . (and) it was related to the NFL." [Note: At the hearing the institution's general counsel reported that, in 1995, sports marketer A had "pleaded guilty to mail fraud for defrauding the NFL."]

In the spring of 2005, sports marketer B contacted the associate director of athletics to determine if student-athletes would be interested in an internship with his (sports marketer B's) agency. [Note: sports marketer B and the associate director of athletics had been at another NCAA member institution at the same time and were acquainted with each other both there and subsequently in Los Angeles] The associate director of athletics confirmed that sports marketer B

contacted him about employing student-athletes in paid internships at the agency. Ultimately, three student-athletes, including student-athlete 1, worked as interns at the agency in the summer of 2005.

The former director of compliance confirmed the associate director of athletics' account of how the internships came about and added:

. . . it was initially set up while I was there, and the talk was it was gonna be a continuing thing . . . to offer the opportunity to USC student-athletes.

Sports marketers A and B had previously been in partnership with another individual in a different agency. This individual stated that while the three were in partnership, there had never been any interns in their company.

It is permissible to hire student-athletes, as long as the circumstances under which they are hired, work and are paid comport with NCAA legislation. In this instance, the circumstances under which the three student-athletes, including student-athlete 1, were hired constituted a special arrangement made through the sports marketing agency and the institution's athletics department. Despite sports marketer B's claim to the contrary, there is no evidence that the internship positions provided to the USC student-athletes in the summer of 2005 were solicited externally. USC student-athletes and only USC student-athletes were hired for these positions. The circumstances surrounding the hiring of these student-athletes made sports marketers A and B, as well as their agency, representatives of the institution's athletics interests. This, in turn, gave rise to a heightened institutional responsibility to assess and monitor the employment situation and the relationship between student-athlete 1 and sports marketers A and B.

Committee Rationale – Finding B-2-b(1) – Provision of travel expenses for student-athlete 1's family in association with out-of-town competition in Berkeley, California

The institution agreed that some of the facts regarding the airfare and limousine are substantially correct and that a violation of NCAA legislation occurred. The institution believed that the weight of the evidence indicates student-athlete 1's family repaid sports marketer B for the cost of the airfare and limousine. The committee finds the violations occurred.

The financial records from the sports marketing agency showed that the agency covered the costs associated with student-athlete 1's family traveling to Berkeley,

California, during the weekend of November 11-13, 2005, in order to attend the California game. Sports marketer A refused requests by both the institution and the enforcement staff to be interviewed. Sports marketer B consented to be interviewed, but refused to have his interview recorded. He acknowledged that the airfare and limousine costs were charged to his credit card, but claimed that the charges were unauthorized. According to him, student-athlete 1's step-father contacted the travel agency used by his sports marketing agency and told the travel agent that he wanted to make travel arrangements through the sports agency. Sports marketer B claimed that the assistant at the travel agency charged the costs to sports marketer B's credit card. According to sports marketer B, it was a common practice for the agency's clients to book travel through this particular agency. Again according to sports marketer B, the individual at the travel agency who took the call assumed that student-athlete 1's step-father was a client. Sports marketer B claimed that he noticed the airline charges while reviewing his credit card statement online and immediately contacted student-athlete 1's step-father and demanded repayment. According to sports marketer B, the step-father reimbursed him the airline ticket costs in cash, while the step-father was in town visiting student-athlete 1. No receipt documenting the repayment was produced. Sports marketer B stated that he later noticed the limousine service charges, which were also "unauthorized," and, in turn, he contacted the step-father, who again reimbursed him in cash. Sports marketer B claimed that this was the only time such unauthorized charges were made. When asked, sports marketer B stated that he did not believe student-athlete 1's parents had a relationship with sports marketer A.

For the following reasons the committee found sports marketer B to not be credible:

- Student-athlete 1, against his interests, admitted that his parents developed a relationship with sports marketer A during the 2005 football season and subsequently socialized with him. This is contrary to what sports marketer B claimed.
- The documents surrounding the claimed repayment of the airline and limousine charges are highly questionable. During the course of the investigation a sheet of paper labeled "Deposit Summary" was produced, which purported to document a cash payment received from student-athlete 1's stepfather for \$700 on November 10, 2005, for the airline ticket costs. A similar "Deposit Summary" dated November 15 was produced and purported to document a cash payment from the stepfather of \$250 with the word "limo" under "Memo." November 10 is the Thursday before the California game weekend and the day before student-athlete 1's

family flew from San Diego to Oakland to attend the game. The "Deposit Summary" documents have no information identifying a financial institution or any other accounting information. Of particular interest to the committee was the fact that that the actual cost of the airline tickets was \$595.20 (including all taxes and fees), not \$700 as the "Deposit Summary" for the supposed reimbursement of the airline cost reflects. Further, in sports marketer B's interview, he claimed that the limousine charges appeared on his credit card statement the week after the California game. He stated that upon finding these charges, he immediately contacted student-athlete 1's step-father, who again, reimbursed sports marketer B in cash. The "Deposit Summary" purportedly shows that payment was made on November 15, the Tuesday following the weekend in question.

- The timeline for the surrounding circumstances for repayment claimed by sports marketer B seems implausible to the committee. It appeared highly unlikely that student-athlete 1's step-father would have traveled approximately 125 miles from San Diego to Los Angeles on a workday (Thursday, November 10) to visit his stepson, especially on a day the USC football team would have been busy preparing for their Saturday game at the University of California. Such a trip is rendered even more unlikely by the fact that the stepfather would be seeing his stepson two days later in Berkeley. [Note: Student-athlete 1 reported seeing his parents at the California game.] Moreover, on November 10, the day the stepfather supposedly reimbursed sports marketer B for the cost of the airline tickets, the stepfather would have been aware of the "unauthorized" charges for the limousine service, yet apparently did nothing about them at that time. Rather, according to sports marketer B, upon being contacted by sports marketer B about the "unauthorized" limousine service charges, the stepfather decided immediately to drive the 250 plus mile round-trip distance between San Diego and Los Angeles in what likely would have been heavy Southern California traffic, again on a workday (Tuesday, November 15), to repay sports marketer B the \$250 in cash for the limousine services.

Further evidence of sports marketer B's lack of credibility was reflected in the following:

- Sports marketer B stated that the only charges for members of student-athlete 1's family paid by his agency were the "unauthorized" airline and limousine charges made in conjunction with the November 12, 2005, California game. However, as set forth in Finding 2-b-(4) and contrary to

what sports marketer B said, travel agency records obtained by the enforcement staff document that on November 30, 2005, a \$100 airline service fee for student-athlete 1's mother and a \$50 airline service fee for student-athlete 1's brother were charged to the sports marketer B's sports marketing agency account with the travel agency.

- As set forth in Finding 2-b-(3) sports marketer B also denied that friend B attended the 2006 Heisman Trophy presentation under the auspices of his sports marketing agency. Additionally, as set forth in Finding 2-b-(2) sports marketer B denied that his sports marketing agency purchased airline tickets for friend A. Contrary to his denials, travel agency records obtained by the enforcement staff reflect the following: that on November 28, 2005, the sports marketing agency purchased an airline ticket for friend A to fly from Las Vegas to New Jersey on Continental for \$405, and on the same date, the sports marketing agency was charged \$368.50 for an airline ticket in the name of friend B to travel roundtrip from Los Angeles to New York's JFK airport on American Airlines.

Committee Rationale – Finding B-2-b-(2) – Provision of airline tickets for a friend of student-athlete 1 to travel between Las Vegas and Newark, New Jersey

The institution and the enforcement staff were in disagreement with regard to the facts of this finding. The institution maintained that "there is no credible, persuasive evidence to support" the finding because "no witness testified concerning this allegation, and there is no information showing the dates or times of any flights or whether (friend A) ever had or used any such ticket." The committee finds that the violation occurred.

As earlier established in the rationale for Finding 2-b-(1), records obtained by the enforcement staff from the travel agency used by sports marketer A's and B's agency reflect a \$405 charge for a roundtrip ticket on Continental Airlines in the name of friend A to travel between Las Vegas, where he resided, and Newark, New Jersey. The cost of these tickets was charged to the sports marketers' agency on November 28, 2005. These records were obtained and provided to the NCAA by a former business associate of sports marketers A and B and the committee concludes that they are authentic.

Committee Rationale – Finding 2-b-(3) – Purchase of airline tickets for another friend of student-athlete 1 to travel between Los Angeles and New York City

As with the previous finding, the institution and the enforcement staff were in disagreement with regard to the facts of this finding. The institution maintained that "there is no credible, persuasive evidence to support" the finding noting that the first name of friend B was misspelled on the travel agency document cited earlier and that the document "does not state when the individual was to depart or return to Los Angeles." The committee finds that the violation occurred.

Friend B was a track and field student-athlete at USC who knew student-athlete 1 since high school and was an intern for sports marketer A's and B's agency. Both student-athlete 1 and friend B confirmed that friend B attended the 2005 Heisman Trophy presentation in New York City. Friend B was interviewed by the institution. When questioned about his travel arrangements to attend the 2005 Heisman ceremony, he claimed that he could not recall who paid for his airfare. As earlier described in the rationale for Finding 2-b-(1), travel agency records obtained by the enforcement staff show a \$368.50 charge for a roundtrip ticket on American Airlines for friend B to travel between Los Angeles and New York City. The cost of this ticket was charged to the sports marketers' agency on November 28, 2005, about two weeks before the trip. These records were obtained and provided to the NCAA by a former business associate of sports marketers A and B and, as earlier established, the committee concludes that the records were authentic.

Committee Rationale – Finding 2-b-(4) – Payment of airline service fees for members of student-athlete 1's family

As with the previous findings relating to payment of travel expenses for individuals associated with student-athlete 1 by sports marketer A's and B's agency, the institution and the enforcement staff were in disagreement with regard to the facts of this finding. The institution maintained that "there is no credible, persuasive evidence to support" the finding, contending that, "no witness testified concerning this allegation and that no one, including the (enforcement) staff, has a clue what this purported charge was for." The committee finds that the violation occurred.

As set forth in the previous findings, the committee concludes that the travel agency records provided to the enforcement staff were authentic and documented a history of travel expense payment for family and friends of student-athlete 1 by the sports marketing agency. In this instance, the records reflect a service fee of \$100 for student-athlete 1's mother and a service fee of \$50 for student-athlete 1's brother. Both charges were charged to the sports marketing agency's travel account on November 30, 2005.

Committee Rationale – Finding B-2-b-(5) – Arrangement for lodging on behalf of a member of student-athlete 1's family

It was originally alleged that sports marketer A had paid for the lodging in question. While records were produced which documented that student-athlete 1's aunt had paid for the room, the enforcement staff obtained other financial records which showed that sports marketer A used his credit card to reserve the room.

Committee Rationale – Finding B-2-b-(6) – Payment for car repairs on behalf of student-athlete 1

Similar to the findings relating to payment of travel expenses for individuals associated with student-athlete 1 by sports marketer A's and B's agency, the institution and the enforcement staff were in disagreement with regard to the facts of this finding. The institution maintained that "there is no credible, persuasive evidence to support" the finding, contending that the source of the information, a sports memorabilia dealer, was a disgruntled, one-time business associate of sports marketer A and therefore not credible. The committee finds the violation occurred.

The sports memorabilia dealer reported that he was in a New York hotel bar with sports marketer A around the time of the 2005 Heisman Trophy presentation and he overheard a cellular telephone conversation between him and student-athlete 1, the subject of which was the payment for repairs to student-athlete 1's vehicle by sports marketer A. In his interview with the enforcement staff, student-athlete 1 confirmed that he sustained damage to his 1996 Chevrolet Impala SS when he collided with the back of a truck. Student-athlete 1 believed that the accident occurred about a month before the 2005 Heisman trophy presentation. He claimed that he paid for the repair himself and also claimed that he could not recall the name of the establishment that made the repairs. He did not produce any documentation relating to the repairs.

The committee finds the information provided by the sports memorabilia dealer to be credible. Despite the fact that the sports memorabilia dealer had never met or spoken to student-athlete 1, he knew that student-athlete 1 had been in an accident and sustained damage to his car.

Failure to oversee the employment of student-athlete 1 by sports marketer A and B in their agency forms a component of Finding B-7, lack of institutional control.

3. VIOLATION OF COACHING STAFF LIMITATIONS. [NCAA Bylaws 11.7.1.1.1, 11.7.2 and 11.7.4]

During the period August 8 to December 11, 2008, the institution's intercollegiate football program exceeded the maximum number of countable coaches. Specifically, in August 2008, the former head football coach hired a consultant ("the consultant") for the entire 2008 regular playing season.

During this period, the consultant engaged in activities that triggered NCAA Bylaw 11.7.1.1.1 when the consultant attended practice sessions, analyzed video footage of the institution's contests, and discussed with the former head football coach his observations and analyses of the institution's special teams.

Committee Rationale

The institution, the enforcement staff and the former head football coach are in agreement with the facts of this finding and that violations of NCAA legislation occurred. The institution believes that the violation is secondary because, in its estimation, it was isolated, inadvertent and neither provided, nor was intended to provide, a competitive advantage. The enforcement staff took no position as to whether the violation was secondary or major. The committee finds the violation occurred and it was major in nature.

The committee concludes that the violation was major because the actions taken to hire the consultant were not inadvertent and the services of this consultant provided more than a limited competitive advantage. The consultant is a veteran college and NFL coach with a wealth of experience. Having such an individual augment the football staff resulted in a competitive advantage for the institution.

The committee notes that the former head football coach did not check with the institution's compliance office before hiring the consultant. Rather, another institution's compliance office notified the compliance office at USC of the consultant's service with the USC football staff. As a result, this violation is a component of Finding B-7, lack of institutional control.

4. IMPERMISSIBLE RECRUITING CONTACTS BY A BOOSTER. [NCAA Bylaws 13.01.2, 13.01.4 and 13.6.7.1]

On several occasions beginning in December 2002 and continuing to December 2005, during prospective football student-athletes' official paid visits to the institution's campus, a representative of the institution's athletics interests and the

owner of a local restaurant ("representative A") made impermissible off-campus recruiting contacts with a number of prospective student-athletes.

Committee Rationale

The enforcement staff and institution are in agreement with the facts of this finding and that violations of NCAA legislation occurred. The institution believed that conversations between representative A and prospective student-athletes visiting his restaurant were neither made nor intended to be of a recruiting nature. The institution further asserted that these conversations were not interpreted by the prospects as having a recruiting purpose, and that they did not play a role in any prospect's decisions to attend the institution. The enforcement staff took no formal position as to whether the contacts were major or secondary violations. Although the committee finds that the violations were secondary, they form a component of Finding B-7, lack of institutional control.

5. IMPERMISSIBLE INDUCEMENTS AND EXTRA BENEFITS [NCAA Bylaws 12.3.1.2, 13.01.3, 13.01.4, 13.2.1, 13.2.1-(b), 13.2.1-(e), 16.01.1, 16.02.3 and 16.11.1.1]

From August 2006 through May 2008, representative B who was also affiliated with a professional sports agency, and representative B's associate ("representative C"), provided inducements and extra benefits in the form of cash, lodging, merchandise, automobile transportation, meals, airline transportation and services to student-athlete 2 when the young man was both a prospect and an enrolled student-athlete, to his brother ("brother"), to his girlfriend ("girlfriend") and to the girlfriend's mother ("girlfriend's mother"). The two representatives provided the following inducements and extra benefits:

- Transportation, meals, lodging, professional training sessions, cash and merchandise to student-athlete 2 and his brother in August 2006, while the young men were in the Los Angeles area;
- \$150 cash, wired to the girlfriend on December 31, 2006;
- \$300 cash, wired to the girlfriend on February 19, 2007;
- \$150 cash, wired to the girlfriend on August 31, 2007;
- A wireless communication service device worth \$226.24 to student-athlete 2 on March 13, 2007;

- Monthly wireless service at \$171 per month, with a total value of \$2,297, to student-athlete 2 from March 13, 2007 through April 2008;
- Arrangement for student-athlete 2 to appear on the cover of the November 2007 issue of SLAM magazine and be featured in a story in the same issue;
- Transportation to Las Vegas, and two nights' lodging in that city, to student-athlete 2 on or about July 20, 2007;
- An airline ticket to student-athlete 2's brother on or about August 2, 2007, so that the young man could travel to the Los Angeles area from Ohio;
- Transportation and arrangements for a meal for student-athlete 2 and his brother on or about August 2, 2007;
- Monthly wireless service to student-athlete 2's brother from August 2007 through April 2008 at approximately \$173 per month, a total benefit of \$1,557;
- A television valued at \$1,399 to student-athlete 2 on August 21, 2007.

Committee Rationale

The institution and enforcement staff were in agreement that representative B and his associate, representative C, provided benefits to student-athlete 2, his brother, the girlfriend and the girlfriend's mother. With two exceptions, which will be discussed below, the institution and enforcement staff were in agreement with all of the facts and that those facts constituted violations of NCAA legislation. The institution and enforcement staff disagreed on the point in time when representative B became a representative of the institution's athletics interests; although the institution acknowledged that he did so at some point. The committee finds that the violations occurred.

Representative B becoming a representative of the institution's athletics interests. NCAA Bylaw 13.02.13 provides in relevant part that an individual becomes a representative of the institution's athletics interests (commonly referred to as boosters) if an individual is known, or should have been known, by a member of the institution's athletics administration to:

- (c) Be assisting or to have been requested (by the athletics department staff) to assist in the recruitment of prospective student-athletes; or
- (d) Be assisting or to have assisted in providing benefits to enrolled student-athletes or their families.

Further, NCAA Bylaw 13.02.13.1 provides that once an individual is identified as a booster, the individual retains that status indefinitely.

Finally, NCAA Constitution 6.4.2 provides that an institution is responsible for the acts of those found to be representatives of its athletics interests.

The enforcement staff alleged that representative B became a booster of the institution in January 2001 when he provided an airline ticket to Las Vegas and transportation for a men's basketball student-athlete ("former men's basketball student-athlete") at the institution.

The institution countered that booster status was not attained until the spring of 2006, when representative B was actively engaged with the men's basketball staff in the recruitment of student-athlete 2 to the institution. While it may be that the issue is moot since the majority of the inducements and benefits provided to student-athlete 2, his brother and his acquaintances were given after the spring of 2006, it is important to delineate when an individual's activities cause him or her to attain booster status, and the subsequent responsibility of an institution. The committee finds that, had he not already been a booster, representative B would have become a booster in November 2005, when he had his initial meeting with the former men's basketball coach and began assisting in the recruitment of student-athlete 2.³

³The committee agrees with the staff's position that representative B became a booster in 2001 and retained that status throughout the time that student-athlete 2 was being recruited. The basis for that finding is the following: On January 24, 2001, the institution reported to the NCAA that representative B had provided impermissible benefits to the former men's basketball student-athlete. That incident was discussed during an interview with the institution's faculty athletics representative ("FAR") on April 29, 2009. In the interview, the FAR (who was also FAR in 2001) said that she knew of the 2001 incident and that representative B had provided the benefits to the former men's basketball student-athlete. Specifically, the FAR said it had been concluded in 2001 that the plane ticket and transportation constituted "preferential treatment based on athletics reputation." The report of the incident, prepared and shared with the institution at the time of the violations, cited bylaws 12.1.2.1.6 (preferential treatment, benefits or services) and 16.11.2.3 (other prohibited benefits) with respect to representative B's activities. The airline ticket and transportation were expressly prohibited by NCAA benefits and amateurism bylaws, and thus the provisions of the benefits conveyed booster status on representative B pursuant to subparagraph (d) of Bylaw 13.02.13. Because booster status is indefinite, representative B was a booster of the institution from January 2001 forward.

On November 22, 2005, and while student-athlete 2 was in his junior year of high school, representative B came to the head men's basketball coach's office, introduced himself and asked if the former head men's basketball coach would like to "have" the players regarded as the number one (student-athlete 2) and number three (a then men's basketball prospective student-athlete) ("student-athlete 2's friend") ranked players in the United States. The former head men's basketball coach responded in the affirmative. Representative B told the former head men's basketball coach that his visit was on behalf of student-athlete 2 and student-athlete 2's friend, both of whom had an interest in the institution. The former head men's basketball coach knew that representative B was not a relative of student-athlete 2 or his legal guardian but, instead, was a self-described "event promoter" who had been in contact with student-athlete 2 ever since meeting the young man at a basketball tournament. Following the meeting, the former head men's basketball coach gave representative B's name and telephone number to one of his assistant coaches ("the assistant men's basketball coach") and instructed him to stay in contact with representative B.

The assistant men's basketball coach did as directed. He also "Googled" representative B's name in mid-December 2005 and learned through a media article about the 2001 violation and that representative B had been identified as a "runner" for a sports agent in a case involving another NCAA member institution. The assistant men's basketball coach claimed he gave the article to the former head coach. The former head coach stated that he did not recall receiving the article - he believed he had received the information about representative B's background from the compliance staff - but, regardless, an entry in student-athlete 2's institutional recruiting log confirms that by December 13, 2005, the men's basketball staff was aware of representative B's background. From that point forward, institutional recruiting records reveal multiple contacts between the men's basketball coaching staff and representative B throughout the period of student-athlete 2's recruitment from late 2005 to his initial enrollment in the fall of 2007. Included in those records were 125 telephone contacts from April 2-June 1, 2006, alone.

After being told to maintain contact with representative B, the assistant men's basketball coach made an unsuccessful attempt to contact him by telephone. On December 6, 2005, while at a local high school basketball game, representative B introduced himself to the assistant men's basketball coach. Upon learning that the assistant men's basketball coach was one of the institution's coaches, representative B handed his cellular telephone to him. Student-athlete 2's friend was on the line, and the two of them talked about the institution's plans for a new arena. Two days later, representative B contacted the assistant men's basketball

coach by phone. This time, student-athlete 2 was also on the line. The assistant men's basketball coach and student-athlete 2 had a conversation in which student-athlete 2 stated that he was very interested in attending the institution. At the urging of the assistant men's basketball coach, student-athlete 2 called the former head men's basketball coach the following day. During the conversation, the former head basketball coach offered him a scholarship. Based on these facts, it is clear that representative B was assisting in the recruitment of student-athlete 2 to the institution, beginning with the November 22, 2005, meeting. Pursuant to NCAA Bylaw 13.02.13(c), booster status was triggered at that meeting.

August 2006 inducements. From August 10-13, 2006, while student-athlete 2 was a prospective student-athlete and after the young man and his brother attended a basketball camp in the Los Angeles area, representative B provided and arranged inducements in the form of automobile transportation, meals, lodging, professional personal trainers, merchandise and cash to both student-athlete 2 and his brother.

On August 10, after the conclusion of the basketball camp, representative B provided student-athlete 2 and his brother with one-way automobile transportation from the vicinity of the camp to the home of a former men's basketball event operator ("basketball event operator"), where representative B arranged for student-athlete 2 and his brother to receive a meal at no cost. After the meal, representative B provided automobile transportation to an area hotel, where the young men were provided three nights' lodging at no cost.

The following day, August 11, representative B provided student-athlete 2 and his brother automobile transportation from the hotel to an area gym, where representative B arranged for both young men to receive professional strength training and basketball skill instruction at no cost. After the workout, representative B provided automobile transportation from the gym to the former event operator's home, where representative B arranged for student-athlete 2 and his brother to receive lunch at no cost. After lunch, representative B provided the young men automobile transportation from the former event operator's home to the hotel. Later that evening, representative B provided round-trip automobile transportation from the hotel to the former event operator's home, where representative B arranged for student-athlete and his brother to receive dinner at no cost.

On August 12, representative B provided student-athlete 2 and his brother automobile transportation from the hotel to a number of places. At each stop the young men continued to enjoy impermissible recruiting inducements. The trio first went to an area high school gym, where representative B arranged for both

young men to receive basketball skills instruction at no cost. They then journeyed to an athletics apparel outlet store, where representative B bought student-athlete 2 a couple of wrist watches and bought both of them a number of T-shirts and pairs of shoes. Representative B then took the young men back to his residence, where he gave them approximately 10 jogging suits. Finally, representative B drove student-athlete 2 and his brother to the institution's campus, where all three of them attended a football practice session.

On August 13, representative B provided student-athlete 2 and his brother automobile transportation from the hotel to the Los Angeles airport. While at the airport, representative B gave student-athlete 2's brother two \$100 bills for the young man's personal use. Subsequently, representative B returned to the hotel and shipped the clothing and shoes that could not be taken on the flight to the West Virginia home of student-athlete 2 and his brother.

Cash in December 2006, February 2007 and August 2007. On December 31, 2006, representative B gave representative C \$150 cash and had representative C wire the money to the girlfriend of student-athlete 2. The money was to be used to pay the young woman's travel expenses from Cincinnati to Huntington, West Virginia, so that she could visit student-athlete 2. Similarly, on February 19, 2007, representative B, in fulfillment of a telephone request from the girlfriend's mother, gave representative C \$300 cash and had representative C wire the money to the girlfriend's mother. A third wire transfer of cash, for \$150, was made from representative B to the girlfriend's mother on August 31, 2007. On all occasions, the money was given for her personal use. Representative C said that the purpose of the cash gifts was to keep the girlfriend's mother from revealing publicly all the inducements that representative B provided to student-athlete 2 and his brother.

Wireless service. On March 13, 2007, representative B gave student-athlete 2 a T-mobile Kit Sidekick 3VSW. The device, which cost \$226.24, provides wireless communications service. Student-athlete 2 did not pay for the device. From that time through April 2008 (which covers a time frame when student-athlete 2 was both a prospect and an enrolled student-athlete), representatives B and C paid approximately \$171 per month for student-athlete 2's monthly T-mobile wireless service. The total cost of the service was \$2,297.

Further, beginning in August 2007 and continuing through April 2008, representatives B and C paid approximately \$173 per month for student-athlete 2's brother's monthly T-mobile wireless service. The total value of the benefit was approximately \$1,557.

SLAM magazine. In July 2007, during a time when student-athlete 2 was living on campus taking summer courses in anticipation of his August 2007 initial enrollment, representative B assisted in the arrangements for a feature story and cover photo shoot of student-athlete 2 for the November 2007 issue of SLAM magazine, a basketball-themed publication. The institution was in agreement that student-athlete 2 appeared on the cover of the magazine and was featured in an article, but it did not agree that the activities constituted impermissible inducements. However, an e-mail exchange between the magazine's contributing editor and representative B confirmed that representative B was a "go-between" for student-athlete 2 and magazine personnel and that he was involved in arranging the photo shoot and interviews for the story. The institution's compliance office, in a July 20, 2007, memorandum, correctly apprised the sports information staff that "no individual associated with USC may arrange or facilitate media activities for (student-athlete 2) in any way." As a booster of the institution, representative B's involvement violated NCAA legislation.

Transportation and lodging in Las Vegas. On or about July 20, 2007, while student-athlete 2 was a prospective student-athlete and enrolled in the institution's summer term, representative B provided the young man with round-trip automobile transportation from Los Angeles to Las Vegas and arranged for two nights' lodging at a hotel at no cost to student-athlete 2 in order for student-athlete 2 to watch his brother participate in a basketball tournament. The institution did not agree with the facts of this finding.

Representative C recalled driving student-athlete 2, representative B and two other people to Las Vegas and spending two nights in a hotel. Student-athlete 2 did not pay any of the cost of the hotel room or transportation. The room was paid for by a marketing agent for professional basketball players. The trip took place during the time student-athlete 2 was in Los Angeles taking summer courses in anticipation of his initial enrollment at the institution, and was for the purpose of watching student-athlete 2's brother participate in a basketball tournament. Student-athlete 2's brother confirmed that student-athlete 2 was present to watch him play. Student-athlete 2 refused to be interviewed.

Airline flight for student-athlete 2's brother and inducements while in Los Angeles. On or about August 2, 2007, while student-athlete 2 was a prospective student-athlete and enrolled in the institution's summer term, representative B provided student-athlete 2 a round-trip airline ticket for his brother to travel at no cost to the brother from Columbus, Ohio, to Los Angeles to visit student-athlete 2. Subsequently, during the brother's visit, representative B provided round-trip automobile transportation to student-athlete 2 and his brother at no cost to them from Los Angeles to another local city, where representative B arranged a meal

for the young men at the former event operator's home, also at no cost to them. The institution did not agree that the airline ticket was provided, but acknowledged the transportation and meal.

Television for student-athlete 2. On August 21, 2007, when student-athlete 2 was a student-athlete, representative B bought student-athlete 2 a 42-inch Panasonic television, which cost \$1,399. Representative C produced a receipt for the purchase of the television, and both student-athlete 2's then-girlfriend and dormitory roommate confirmed that student-athlete 2 had the television in his room. Student-athlete 2's mother said she never bought him a television.

6. EXTRA BENEFITS – IMPERMISSIBLE TELEPHONE CALLS. [NCAA Bylaws 16.11.2.1 and 16.11.2.2]

From November 2006 to March 2009, a former women's tennis student-athlete ("former women's tennis student-athlete") used an athletics department long-distance access code to make 123 unauthorized personal telephone calls to family members in another country. The total value of the calls was \$7,535.

Committee Rationale

The institution and enforcement staff were in agreement with the facts of this finding and that those facts constituted violations of NCAA legislation. However, the institution believed the violations to be secondary. The committee finds that the violations occurred and, considered collectively, that they are major.

The violations in this case are not isolated, as they were numerous and took place over a period in excess of two years. Further, the former women's tennis student-athlete made the calls using an institutional access code she knew she did not have the right to use, thus the violations are not inadvertent. The extra benefits conferred were "significant," as the value of the phone calls was in excess of \$7,000. Accordingly, the violations cannot be considered secondary.

7. LACK OF INSTITUTIONAL CONTROL. [NCAA Constitution 2.1.1, 2.1.2, 2.8.1 and 6.01.1]

From December 2004 through March 2009, the institution exhibited a lack of control over its department of athletics by its failure to have in place procedures to effectively monitor the violations of NCAA amateurism, recruiting and extra benefit legislation in the sports of football, men's basketball and women's tennis.

As a result, three different agents and/or their associates committed violations regarding student-athletes 1 and 2.

Particular instances of lack of institutional control were exhibited in deficiencies in the following areas alleged by the enforcement staff: a) monitoring of student-athlete 1's automobile registration; b) monitoring of student-athlete 1's employment at the office of a sports marketing agent; c) involvement of boosters and agents in the recruiting process; d) monitoring the number of countable coaches in the football program; and e) monitoring long distance telephone calls made from the department of athletics.

Committee Rationale

The institution and enforcement staff were not in substantial agreement with the facts of this finding and that those facts constituted violations of NCAA legislation. The institution admitted only that it failed to monitor the long-distance telephone access code, resulting in the violations detailed in Finding B-6. The committee finds that the violations occurred.

The crux of the violations in this case occurred in football and men's basketball, the two most high profile college sports and the ones with most potential for lucrative playing and marketing contracts for elite student-athletes once they turn pro. Student-athlete 1 was one of the institution's most publicized and talented football players, while student-athlete 2 was the highest-rated prospective men's basketball student-athlete ever to attend the institution. Both student-athletes were expected to be, and were, early first-round draft picks in their professional sports. Elite athletes in high profile sports with obvious great future earnings potential may see themselves as something apart from other student-athletes and the general student population. Institutions need to assure that their treatment on campus does not feed into such a perception. In addition, elite athletes in high profiles sports with obvious great future earnings potential draw to them unscrupulous agents, runners, and others seeking to share in the money to come. They and the student-athletes know that their activities violate NCAA rules. They and the student-athletes therefore operate clandestinely – using cash, avoiding paper trails. Maintaining institutional control of their conduct presents unique challenges to compliance staff. Close monitoring and follow through on information must be employed. In this case, the institution failed to heed clear warning signs. Also, adequate resources must be dedicated to compliance. In this case, while the football violations were occurring, the institution had insufficient numbers of compliance staff to do the thorough and complete job required and provided inadequate supervision to screen out the unscrupulous from contact with student-athletes. The result is that, from December 2004 through

March 2008, the institution exhibited a lack of control over its department of athletics in the sports of football, men's basketball and women's tennis.

Student-athlete 1's automobile registration. Because of the clandestine nature of intentional rules violations, institutions need to have well-conceived processes in place to assist in uncovering potential violations. Automobile records are one such area. Adequate processes regarding automobiles require that student-athletes have an obligation to update automobile records on file with the athletics department contemporaneous with changes in their automobile possession, use, and ownership. Adequate processes also require that institutions obtain automobile registration records, and, when appropriate, records documenting purchase and car payments, and not simply rely on uncorroborated information provided by student-athletes. Neither of these processes was in place at the institution at the time that student-athlete 1 acquired the Chevrolet Impala. In addition, the institution failed to follow through on its automobile policies then in place.

In August 2005, student-athlete 1 registered a vehicle with the athletics department by filling out a form detailing the make, model and date of purchase of the vehicle. Even though the vehicle had been obtained by student-athlete 1 in December 2004, institutional policies in place at the time did not require that he fill out the registration form until the beginning of the following academic year.

By the time student-athlete 1 filled out the registration form in August 2005, the institution was aware that student-athlete 1 was employed by sports marketer A's agency. In fact, as set forth elsewhere in this report, the institution assisted in and approved the employment arrangement. Because of the nature of the employer's work, the institution should have recognized that its compliance office and coaching staff had a heightened obligation to monitor the activities of this elite, high profile student-athlete. But even without regard to the heightened duty that existed with respect to student-athlete 1, the institution failed in its monitoring duty. The institutional automobile registration form was incomplete; while it listed the date the young man had acquired the vehicle and from whom he had allegedly received it (his parents), the lines on the form for the license number and place of purchase were left blank. The institution did not require student-athlete 1 to provide the missing information or the records on the purchase and financing of the vehicle. This failure to gather complete information regarding the vehicle was contrary to the institution's own policy. During a February 14, 2008, interview, the FAR stated that the institution would check to see if the information contained in the automobile registration form was complete, but it was "sometimes hard to get all of the information." The FAR also stated that if the automobile was an older model year, it may not have raised a "red flag."

In violation of its own stated policy at the time, the institution never undertook the follow-up necessary to obtain complete information regarding the vehicle. If such an inquiry would have occurred, and/or if student-athlete 1 had been questioned further or required to produce documentation related to the purchase and payment for the vehicle, the fact that the vehicle had been purchased with money provided by agency partner A, might have been detected or might have led to further inquiry by the institution or enhanced oversight of student-athlete 1.

Monitoring student-athlete 1's employment at sports marketing firm. Student-athlete 1 went to work as an intern for sports marketer A's sports agency in late April 2005. In 2005, such internships were established exclusively for USC student-athletes. As previously set forth in Finding B-2, by seeking out and employing USC student-athletes exclusively in 2005, the sports marketing agency became a representative of the institution's athletics interests pursuant to NCAA Constitution 6.4.2-(d) and Bylaw 13.02.13-(d). As set forth in detail in Finding B-2, after hiring student-athlete 1, sports marketer A provided numerous impermissible benefits to him, as well as to members of his family and friends. As previously documented, student-athlete 1 subsequently signed a sports marketing contract with sports marketer A's agency.

Due to the fact that the sports marketing agency contacted the institution about interns, and subsequently hired student-athlete 1--an elite student-athlete with a bright professional future--for employment, the institution assumed a heightened responsibility to monitor the situation. Yet it failed to take a "proactive" stance or investigate concerns and questions that arose regarding the relationship. For example, there was no written description of the duties student-athlete 1 was to perform, at no time did anyone from the institution conduct "spot checks" to ensure that student-athlete 1 was showing up at work and performing appropriate duties, and there was no evidence that the institution performed any other monitoring of this employment relationship.

Not only did the institution assume a heightened responsibility to monitor sports marketer A when the institution knowingly permitted student-athlete 1 to be employed by his sports marketing agency, it failed to follow-up on later information that suggested something in the relationship among sports marketer A, student-athlete 1 and the young man's parents might involve NCAA rules issues. A full investigation of the information might have prevented and/or detected violations of NCAA legislation by sports marketer A.

On November 9, 2005, the sports information director ("sports information director") notified the faculty athletics representative ("FAR"), the then director

of compliance ("then director of compliance") and the former director of compliance by e-mail that inquiries had been made by a journalist ("journalist") concerning sports marketer A being on the institution's sidelines during football contests, student-athlete 1's employment with sports marketer A, and sports marketer A's role as advisor to student-athlete 1 and his family. A day later, November 10, the former director of compliance contacted the FAR, the then director of compliance and the then compliance coordinator by e-mail. He told them that sports marketers A and B had been contacted by the journalist, who was making inquiries into the relationship between sports marketer A and student-athlete 1. In particular, sports marketer A "was concerned because (the journalist) seemed to focus on (student-athlete 1)." Even though sports marketer A had assured the former director of compliance that he was doing everything "by the book," the former director of compliance came away from the conversation with the impression that "the reporter shook up (sports marketer A) and has him second guessing himself." [Note: the following day, November 11, sports marketer A provided impermissible benefits to student-athlete 1's parents by paying their expenses to the institution's away football game against the University of California, Berkeley (Cal) including airline and limousine transportation. See Finding B-2].

The e-mail from the former director of compliance concluded as follows: "I think we should call [student-athlete 1] in to discuss and confirm. I can do that today (since they most likely leave tomorrow for the Cal game)." However, no follow-up meeting with student-athlete 1 concerning the issues raised by the journalist ever took place. The FAR claimed no recollection of receiving or reading the e-mail.

On November 14, the journalist's article, *[Student-Athlete 1] Getting Advice from Reebok Consultant*, was published. In the article, the journalist reported, among other things, the following:

- Sports marketer A had developed a close relationship with student-athlete 1;
- Sports marketer A was an advisor to student-athlete 1's step-father;
- Sports marketer A had advised student-athlete 1 to declare himself eligible for the NFL draft;
- Sports marketer A had been seen on the institution's sidelines at games and with student-athlete 1's family members at "tailgate" parties;

- Sports marketer A acknowledged that he would like to represent student-athlete 1; and
- Other sports agents had reported that they had to go through sports marketer A to have a chance to sign student-athlete 1.

In spite of all this information, the institution failed to undertake even a limited inquiry into the issues raised by the journalist to determine if sports marketer A provided student-athlete 1 or his family with impermissible benefits.⁴ The FAR could not recall anyone at the institution discussing the issues raised in the article, and the former director of compliance stated it was concluded within the department of athletics that the article was "sensationalistic" and "the internship was being misconstrued as something more than it was." The former director of compliance stated that he had a "vague recollection" of possibly talking to sports marketer A about the article, but he said no one from the institution made an effort to speak with student-athlete 1's parents because student-athlete 1 "didn't want us talking to them about the agent stuff 'cause he [sic], they were not going to be part of the process."

During a December 5 telephone conversation, sports marketer B told the former director of compliance that sports marketer A had the medical examination forms for student-athlete 1's disability insurance policy and requested the assistance of the former director of compliance in getting the forms completed. On December 8, the former director of compliance received the forms from sports marketer B. The former director of compliance told sports marketer B that it was inappropriate for the sports marketing agency to be involved with student-athlete 1's disability insurance policy, but he did not take any action to sever the involvement or investigate the matter. [Note: During the same time frame, sports marketer A's agency was providing airline tickets and paying a \$150 service fee to friends and family of student-athlete 1. [See Finding B-2]. Instead, he passed the forms on to an institutional athletics trainer, who assisted in completing the forms. Subsequently, an insurance company representative ("insurance company representative") came to campus on December 10 to collect the completed and signed insurance forms. No one within the athletics administration conversed with the insurance company representative to determine any relationship he had with sports marketer A, sports marketer A's involvement in procuring the policy, or who was making the \$22,350 premium payment. In a later interview with the enforcement staff, the insurance company representative stated that sports

⁴The committee acknowledges that USC provided general education to student-athlete 1 regarding agents. However, this situation called for constant, heightened and specific vigilance.

marketer A was the "point person" involved in obtaining the policy, that he (the insurance company representative) dealt exclusively with sports marketer A in working on the details of the policy, and that all paperwork regarding the policy had been received from sports marketer A.

The institution was made aware that sports marketer A was involved in the process of procuring a disability insurance policy for student-athlete 1. At least one member of the athletics staff recognized the impropriety of such involvement. Yet the institution never investigated why and to what extent sports marketer A was involved in obtaining insurance coverage for student-athlete 1. Its failure to do so constitutes a lack of control and dereliction of its obligation to monitor this type of illicit activity.

Involvement of boosters and agents in the recruitment process. During the period November 2005 through November 2006, the institution failed to monitor the recruitment of student-athlete 2, an extremely talented and high-profile prospective student-athlete, and permitted representative B, who was neither a relative nor guardian of student-athlete 2 and was affiliated with a sports marketing firm, to engage in recruiting activities on behalf of the institution. Institutional personnel failed to recognize that representative B was a representative of the institution's athletics interests (which precluded his involvement in recruiting) and, even though they were aware that representative B had previously provided the former men's basketball student-athlete with impermissible benefits, they failed to subject him to heightened scrutiny.

The former head men's basketball coach is a long-time veteran coach. He spent considerable time at the hearing detailing his knowledge of the distasteful part of collegiate men's basketball recruiting, including the proliferation of travel team coaches, agents and their "runners," and the involvement of apparel company personnel in the process. He said he was so concerned about the negative influences that, upon accepting the head coaching job at the institution, he journeyed to the NCAA national office to discuss the ills of college basketball recruiting with the president of the NCAA. Yet, when representative B appeared at his office on November 22, 2005, offering the commitments of two of the best prospects in the country, the former head men's basketball coach took representative B's personal information, passed it to one of his assistant coaches and asked his assistant coach to stay in contact with representative B regarding the recruitment of the two young men. He did so even after establishing that representative B was not a parent or guardian of the young men and called himself an "event promoter."

To his credit, the former head men's basketball coach reported the meeting to the director of athletics and the compliance office. However, within three weeks of his initial meeting with representative B, he and his staff had learned that representative B provided impermissible benefits to the former student-athlete almost five years earlier. When questioned about the situation, representative B denied he was a professional sports agent and told the assistant men's basketball coach that the NCAA had erroneously labeled him. At that point, the men's basketball staff continued its recruitment of student-athlete 2 through representative B. It did so at its own peril.

Information developed during the recruitment process should have alerted the institution and men's basketball staff to the need for heightened monitoring of the situation. For example, the former head men's basketball coach came away from a February 12, 2006, meeting with student-athlete 2's travel team coach convinced that the coach wanted a "future payday."

On April 20, 2006, in a three-way telephone conversation with the assistant men's basketball coach, representative B and student-athlete 2, a possible visit to institution's campus was discussed. Three days later, the former head men's basketball coach received a phone call from the basketball event operator, who suggested that student-athlete 2's upcoming visit be rescheduled because the young man was "so high profile." Even though the basketball event operator was prominent in the athletics apparel business and high profile travel team basketball tournaments, that is, the very types of activities that the former head men's basketball coach described as detrimental to college basketball, no one at the institution investigated why he was suddenly involved with student-athlete 2. Instead, the former head men's basketball coach just agreed that the unofficial visit be rescheduled for May or June. [Note: the basketball event operator provided some of the impermissible meals to student-athlete 2 and his brother when the young men were in the Los Angeles area.] [See Finding B-5.]

An initial unofficial visit occurred near the end of June, and a second unofficial visit took place during the second week of August 2006, when student-athlete 2 was in the vicinity of campus for a basketball camp. As noted in Finding B-5, this was the time frame in which representative B and the former event promoter began supplying student-athlete 2 and his brother with impermissible inducements. On August 13, student-athlete 2 attended an institutional football practice with representative B. While there, student-athlete 2 tossed a football around. Although the institution reported his actions as a violation of NCAA tryout legislation, no one investigated where student-athlete 2 was staying, how he was being transported around the area, or who was providing him with his meals.

On May 2, 2006, the former head men's basketball coach received a phone call from the mother ("mother of prospect 1") of another high profile men's basketball prospect ("prospect 1") who had been mentioned by representative B in the initial November 22, 2005, meeting. The mother of prospect 1 told the former head men's basketball coach that her son was interested in attending the institution and wanted to get some information on the program. When the former head men's basketball coach, who had never talked to prospect 1 or any member of his family, expressed surprise that prospect 1 was interested in USC, the mother of prospect 1 told him to call prospect 1's travel team coach ("AAU coach"). When the former head men's basketball coach called the AAU coach, the AAU coach said he had heard student-athlete 2 was getting paid \$100,000 to attend USC. The former head men's basketball coach responded that it was not true and the institution did not pay anyone to play there. He added that if, under those circumstances, prospect 1 still had an interest in USC, to call him back. The former head men's basketball coach never heard back from prospect 1 (who committed to another institution within a week) or anyone on his behalf. The former head men's basketball coach did not report the conversation to anyone in the administration, but he asked representative B to ask student-athlete 2 about it. When representative B later reported that student-athlete 2 had denied saying he was getting paid, the matter was dropped.

On October 27, 2006, as the assistant men's basketball coach was giving representative B a tour of the institution's facilities, representative B happened to mention that student-athlete 2 had "a workout guy who helps him with his individual workouts in the morning." When the assistant men's basketball coach inquired as to how the sessions were paid for, he was told that the trainer was volunteering his time. No further follow-up was done to determine the specific arrangement. [Note: No violations were alleged to have occurred as a result of student-athlete 2's contact with this person, but the conversation should have raised some concerns about impermissible benefits.]

There were further signs of possible trouble that went unheeded by the administration of the institution. On October 7, 2006, the director of athletics went to the men's basketball office after receiving an e-mail from a sports reporter looking for a response to a report that representative B was a professional sports agent and involved with student-athlete 2. When advised by the former head men's basketball coach that representative B had on numerous occasions denied he was an agent or runner, the director of athletics responded, "That's all I need to know," and left the office. No further follow-up was done.

Even though the institution began student-athlete 2's recruitment in November/December 2005, the FAR, who had oversight responsibility for compliance, did not learn that the institution was recruiting the young man until May 2006. Further, it was not until October 2006 that the FAR became aware of representative B's association with student-athlete 2. When the FAR recalled the 2001 situation involving representative B, she advised the director of athletics. Both of them failed to recognize that representative B was a representative of the institution's athletics interests and that his involvement with student-athlete 2's recruitment was a violation of NCAA rules. But even without making the booster connection, both of them were aware of representative B's provision of impermissible benefits to the former men's basketball student-athlete in 2001. This fact alone should have resulted in a higher level of scrutiny of representative B, but no further investigation was done.

On October 11, 2006, the director of compliance told the former head men's basketball coach of his concerns regarding potential problems in the recruitment of student-athlete 2. The director of compliance recommended that the basketball coaching staff formally end the recruitment of student-athlete 2 given the very public questions about student-athlete 2's amateur status and the young man's association with representative B and his AAU coach. The former head men's basketball coach failed to heed the advice, and the administration took no further action.

Student-athlete 2 was the top high school basketball recruit in the country and the most high profile men's basketball recruit ever to attend USC. The former head men's basketball coach, assistant men's basketball coach, institutional compliance staff, the FAR, and the athletics director all knew that representative B had committed two separate NCAA violations, one involving the former men's basketball student-athlete and one where he was found to be a runner for an agent. They also knew that he was acting as the "point person" in the recruitment of student-athlete 2. Their failure to take steps to monitor his recruitment forms part of the lack of institutional control finding.

Monitoring the number of coaches in the football program. As set forth in Finding B-3, the football program exceeded the maximum number of countable coaches during the 2008 football season. The institution failed to detect that the consultant was employed and engaged in coaching activities until informed of his activities on February 24, 2009, by another institution.

The consultant attended football practice on either Monday or Tuesday of each week, for a total of 19 days from August through December 2008. According to the institution, he did not coach on the field, interact with assistant coaches or

student-athletes, or help develop game plans. However, as a special teams consultant, he discussed that aspect of the game (special teams) with the former head football coach based on his observations at practice and the institution's games. He was paid out of general football funds, and the senior associate athletics director who approved the payments failed to recognize the violation.

Booster Contact. As set forth in Finding B-4, a local restaurant owner, representative A, had contact with prospective student-athletes who were brought to his restaurant for meals and entertainment. Long-standing and universally understood legislation requires that there be no contact between boosters and prospective-student-athletes under any circumstances. Although the contact in this instance appeared relatively innocuous and thus was found to be a secondary violation by the committee, there were four separate instances the institution should have taken steps to ensure that the restaurant owner/athletics representative not have any contact with visiting prospects.

Monitoring long distance phone charges. As set forth in Finding B-6, the former women's tennis student-athlete made 123 unauthorized long distance phone calls to her home country at a cost of over \$7,000 during a two-plus year period from November 2006 to March 2009. The institution finally detected the violations on April 30, 2009. That the calls were undetected for so long constitutes an obvious failure to monitor institutional phone records and expenses.

C. PENALTIES.

This case centered on agent and amateurism violations involving student-athletes 1 and 2, two of the most high-profile student-athletes ever to attend the institution. Both were widely known to have elevated potential for lucrative professional careers, and, in fact, the institution acknowledged that student-athlete 2 was a "one and done." The violations spanned almost four full years, beginning at least by December 2004 with student-athlete 1 and ending only with the departure of student-athlete 2 from campus following the 2007-08 men's basketball season. Student-athlete 1 was employed by sports marketer A with the assistance, knowledge and approval of the institution. The institution also willingly worked with representative B in the recruitment of student-athlete 2, even though representative B was known to have been involved in prior NCAA rules violations, one at this institution and one at another institution and despite the fact that his assistance in the recruitment of student-athlete 2 made him a representative. There were additional warning signs throughout the recruitment process.

The violations concerning student-athlete 1 included the receipt of a vehicle, a rent-free home for his parents, airline tickets to institutional football games and lodging at those

games, cash, limousine transportation, furniture and appliances. The violations concerning student-athlete 2 included cash, electronic devices and associated services, meals, transportation for him, his brother and friends, and a television. The failure of the institution to recognize warning signs, to be proactive in monitoring its athletics program, and to follow through on information regarding possible rules violations resulted in a finding of lack of institutional control. As set forth earlier in this report, the committee notes with concern that the institution's staffing commitment to compliance has been at times insufficient for an institution with an athletics program of the scope, depth and size as the one at USC. A serious commitment to Division I athletics must include a serious commitment to appropriate compliance.

In determining the appropriate penalties to impose, the committee considered the institution's self-imposed penalties and corrective actions. [Note: The institution's corrective actions are contained in Appendix Two.]

The committee seriously considered the imposition of a television ban as a penalty in this case. After lengthy discussion, the committee ultimately decided that the imposition of other significant penalties, as set forth here, adequately responded to the nature of the violations found in this case and the level of institutional responsibility. Therefore, a television ban need not be imposed. The committee notes, however, that the television ban is a penalty designed in part to ameliorate extensive and positive media and public attention gained by a program through commission of violations. The committee also notes that the decision in this case not to impose the penalty was a very close call. All student-athletes, coaches, administrators, boosters and agents must understand that violations of NCAA rules have severe consequences.

The committee also considered the institution's cooperation in the processing of this case. Cooperation during the infractions process is addressed in Bylaw 19.01.3 - **Responsibility to Cooperate**, which states in relevant part that, "All representatives of member institutions shall cooperate fully with the NCAA Enforcement Staff, Committee on Infractions, Infractions Appeals Committee and Board of Directors. The enforcement policies and procedures require full and complete disclosure by all institutional representatives of any relevant information requested by the NCAA Enforcement Staff, Committee on Infractions or Infractions Appeals Committee during the course of an inquiry." Further, NCAA Bylaw 32.1.4 – **Cooperative Principle**, also addresses institutional responsibility to fully cooperate during infractions investigations, stating, in relevant part, "The cooperative principle imposes an affirmative obligation on each institution to assist the enforcement staff in developing full information, to determine whether a possible violation of NCAA legislation has occurred and the details thereof." The committee determined that the cooperation exhibited by the institution met its obligation under Bylaws 19.01.3.3 and 32.1.4. The cooperation the institution demonstrated in this case must be weighed against the conduct and failures of the

institution and its personnel as set forth in Findings B-1-(b), B-6 and B-7. The committee concluded that in light of the serious nature of the violations and the failure of the institution to detect and/or prevent them, the institution's cooperation did not warrant relief in the penalties imposed by the committee in this case.

Finally, as stated in the introduction of this report, USC is a "repeat violator" under the provisions of Bylaw 19.5.2.3 and was at risk for enhanced penalties set forth in Bylaw 19.5.2.3.2. Although the committee chose not to impose any of these enhanced penalties, stiff sanctions are warranted in light of the serious violations found by the committee and the fact the institution is a "repeat violator."

The committee imposes the following penalties. The institution's self-imposed penalties are noted.

1. Public reprimand and censure.
2. Four years of probation from June 10, 2010, through June 9, 2014.
3. The institution's men's basketball team ended its 2009-10 season with the playing of its last regularly scheduled, in-season contest and was not eligible to participate in any postseason competition, including a foreign tour, following the season. (Institution imposed)
4. The institution's football team shall end its 2010 and 2011 seasons with the playing of its last regularly scheduled, in-season contest and shall not be eligible to participate in any postseason competition, including a bowl game, following the season. Moreover, during the two years of this postseason ban, the football team may not take advantage of the exceptions to the limit in the number of football contests that are provided in Bylaw 17.9.5.2, with the exception of a spring game as set forth in Bylaw 17.9.5.2-(a).
5. Pursuant to NCAA Bylaws 19.5.2.2-(e)-(2) and 31.2.2.3-(b), the institution will vacate all wins in which student-athlete 1 competed while ineligible, beginning in December 2004.
6. Pursuant to NCAA Bylaws 19.5.2.2-(e)-(2) and 31.2.2.3-(b), the institution will vacate all wins in which student-athlete 2 competed during the 2007-08 regular seasons. (Institution imposed)
7. Pursuant to NCAA Bylaws 19.5.2.2-(e)-(2) and 31.2.2.3-(b), the institution will vacate all wins in which the women's tennis student-athlete competed while ineligible between November 2006 and May 2009. (Institution imposed)

8. Regarding penalties C-5, C-6 and C-7, the vacations shall be effected pursuant to NCAA Bylaws 19.5.2.2-(e)-(2) and 31.2.2.3-(b) and shall include participation in any postseason competition, including football bowl games, conference tournaments and NCAA championships. The individual records of student-athlete 1, student-athlete 2 and the former women's tennis student-athlete shall also be vacated for all contests in which they competed while ineligible. Further, the records of the head coaches of the affected sports shall be reconfigured to reflect the vacated results. Finally, the institution's records regarding football, men's basketball and women's tennis shall be reconfigured to reflect the vacated institutional, coaches' and student-athletes' records in all publications in which records for football, men's basketball and women's tennis are recorded, including, but not limited to, institutional media guides, recruiting materials, electronic and digital media, and institutional and NCAA archives. Any reference to the vacated results, including championships, shall be removed from athletics department stationery, banners displayed in public areas, and any other forum in which they appear.

To ensure that all institutional and student-athlete vacations are accurately reflected in official NCAA publications and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA Director of Statistics to identify the specific student-athletes and contests impacted by the order of vacation. In addition, the institution must provide the NCAA statistics department a written report, detailing the discussions with the director of statistics. This document will be maintained in the permanent files of the statistics department. The written report must be delivered to the NCAA statistics department no later than 45 days following the initial Committee on Infractions report release or, if the vacation is appealed, the final adjudication of the appeal.

9. Limit of 15 initial grants-in-aid and 75 total grants in football for each of the 2011-12, 2012-13 and 2013-14 academic years.
10. Limit of 12 grants-in-aid in men's basketball for 2009-10 and 2010-11 academic years. (Institution imposed)
11. Reduce by one the number of men's basketball coaches permitted to engage in off-campus recruiting activity in summer 2010. [USC will have no more than two coaches on road at any time (three permitted)]. (Institution imposed)
12. Reduce the total number of recruiting days in men's basketball by 20 days (from 130 to 110) for the 2010-11 academic year. (Institution imposed)

13. A fine of \$5,000 for student-athlete 1's amateurism violations. (Institution imposed)
14. Return to the NCAA the \$206,020 the institution received through the Pacific-10 Conference for its participation in the 2008 men's basketball championship. (Institution imposed) Additionally, due to the ineligible participation of student-athlete 2, and consistent with the NCAA Division I Infractions Appeals Committee's January 24, 2000, decision in the Purdue University appeal, the institution shall return to the NCAA all of the moneys it has received to date through Pacific-10 Conference revenue sharing for its appearances in the 2008 NCAA Division I Men's Basketball Championship Tournament. Further, all future conference distributions to the institution resulting from its appearance in the 2008 Men's Basketball Tournament that are scheduled to be provided to the institution shall be withheld by the conference and forfeited to the NCAA. A complete accounting of this financial penalty shall be included in the institution's annual compliance reports and, after the conclusion of the probationary period, in correspondence from the conference to the office of the Committees on Infractions.
15. Disassociation of student-athlete 1. (Institution imposed)
16. Disassociation of student-athlete 2. (Institution imposed)
17. Disassociation of representative B. (Institution imposed)
18. Further, regarding the disassociations of student-athlete 1, student-athlete 2 and representative B, pursuant to NCAA Bylaws 19.5.2.2-(l) and 19.5.2.6, the institution shall show cause why it should not be penalized further if it fails to permanently disassociate student-athlete 1 and 2 and representative B from the institution's athletics program based on their involvement in the violations set forth in this report. These disassociations shall include:
 - a. Refraining from accepting any assistance from the individuals 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 individuals;
 - c. Ensuring that no athletics benefit or privilege is provided to the individuals, either directly or indirectly, that is not available to the public at large; and

- d. Implementing other actions that the institution determines to be within its authority to eliminate the involvement of the individuals in the institution's athletics program.
19. Released three men's basketball prospective student-athletes from their letters of intent. (Institution imposed)
20. The committee is troubled by the institution's failure to regulate access to practices and facilities, including locker rooms. Therefore, for the period of probation, USC shall prohibit all non-institutional personnel, including representatives of the institution's athletics interests (except media, family members and others approved by the compliance office on a case-by-case basis), from doing the following:
 - a. Traveling on football and men's basketball team charters;
 - b. Attending football and men's basketball team practices;
 - c. Attending or participating in any way with institutional football and men's basketball camps, including the donation of funds to the camps; and
 - d. Having access to sidelines and locker rooms before, during and after football and men's basketball games. Exceptions may be granted by the compliance office to prospective student-athletes and their families on official paid visits or unofficial visits. The exceptions must be stated in writing and issued by compliance personnel.
21. In reference to reporting and publicizing its infractions, the institution shall:
 - a. Inform prospective student-athletes in football, men's basketball, and women's tennis that the institution is on probation until June 9, 2014, of the violations committed in the prospect's sport, and the penalties imposed on that sport program. If a prospective student-athlete takes an official paid visit, then information regarding violations, penalties, and terms of probation must be included with information provided in advance of the visit (five-visit rule, 48-hour rule, etc.). Otherwise, the information must be provided before a prospective student-athlete signs a national letter of intent and no later than when the institution provides a prospective student-athlete with the academic data report and information regarding team APR.

- b. Publicize the information annually in the media guide (or web posting), if any, in football, men's basketball, and women's tennis, as well as in a general institution alumni publication to be chosen by the institution with the assent of the assistant director of the committee on infractions. A copy of the media guide, alumni publication, and information included in recruiting material shall be included in the compliance reports to be submitted annually to the committee on infractions.
22. In maintaining institutional control and a rules compliant athletics program, institutions must rely on the efforts of coaches and staff to abide by the rules and to share any information they have regarding potential rules violations. The assistant football coach had knowledge that student-athlete 1 and agency partners A and B likely were engaged in NCAA violations. He was not credible in his denials of knowing agency partner A or in his claimed failure to remember a telephone call between him and agency partner A. The assistant football coach failed to report information to the compliance staff regarding potential NCAA violations related to the activities of agency partners A and B. He also attested, falsely, that he had no knowledge of NCAA violations. His conduct impeded the institution from fulfilling its responsibilities under NCAA bylaws. His conduct also resulted in findings that he violated NCAA ethical conduct legislation by providing false and misleading information to the enforcement staff as described in Finding B-1-b and that he violated NCAA Bylaw 30.3.5 by signing a document attesting, falsely, that he had no knowledge of NCAA violations involving the institution. For these reasons, the committee imposes on him a one-year show cause period beginning on June 10, 2010, and running through June 9, 2011, during which he is restricted as follows in his athletically related duties at the institution or any subsequent employing institution:
 - a. The assistant football coach is prohibited from engaging in any on or off-campus recruiting activities or interactions with prospective student-athletes (or their parents or legal guardians) prior to their first full-time enrollment at any institution at which he is employed and whether or not they have signed a National Letter of Intent, accepted an offer of financial aid, or are recruited by the institution as these are or may be defined in NCAA bylaws. Prohibited activities include, but are not limited to, phone calls and phone conversations; contacts and evaluations as they are or may be defined in NCAA bylaws; electronic transmissions, general correspondence and other recruiting material as they are or may be defined in NCAA bylaws; official and unofficial visit activities; and activities or interactions with prospective student-athletes that are prohibited to a representative of the employing institution's athletics interests.

- b. If the assistant football coach is employed at the institution or another member institution at the time of the 2011 NCAA Regional Rules seminars, then he must attend a rules seminar at his own expense and, within one month provide to the Director - Committees on Infractions a list of the sessions he attended, together with his certification of attendance.
 - c. Should an institution other than USC employ the assistant football coach while these penalties are in effect, it shall submit a report to the Director - Committees on Infractions no later than 30 days after its first employment of him. The report shall set forth the employing institution's understanding of the above-listed penalties that are in effect at the time of employment and its responsibilities to monitor compliance. Pursuant to NCAA Bylaw 19.5.2.2-(1) it may challenge the continued imposition of the above-listed penalties restricting the athletically related duties of the assistant football coach by scheduling an appearance before the Committee on Infractions to show cause why it should not be penalized for failure to comply with the penalties.
 - d. At the end of the show-cause period imposed on the assistant football coach or upon termination of employment while the show-cause order is in effect, the president of USC or any subsequent employing institution shall provide a letter to the committee affirming that the penalties were complied with during the time of employment. If the president is unable to so affirm, he shall so inform the committee.
23. During this period of probation, the institution shall:
- a. Continue to develop and implement a comprehensive educational program on NCAA legislation, including seminars and testing, to instruct the coaches, the faculty athletics representative, all athletics department personnel and all institution staff members with responsibility for the certification of student-athletes for admission, retention, financial aid or competition;
 - b. Submit a preliminary report to the office of the Committees on Infractions by July 31, 2010, setting forth a schedule for establishing this compliance and educational program; and
 - c. File with the office of the Committees on Infractions annual compliance reports indicating the progress made with this program by February 15 of

each year during the probationary period. Particular emphasis should be placed on monitoring of agents and their associates in their interaction with prospective student-athletes and student-athletes, monitoring student-athlete employment, monitoring access to facilities used by student-athletes for practice and competition, monitoring student-athlete activities involving prospective student-athletes on official visits, student-athlete automobile information, and student-athlete housing. The institution shall include in each annual compliance report copies of any secondary violation self reports in football, men's basketball, and women's tennis, together with information as to who committed the violation if such information is not provided in the self report.

- d. The reports must also include documentation of the institution's compliance with the penalties adopted and imposed by the committee.
24. The above-listed penalties are independent of and supplemental to any action that has been or may be taken by the Committee on Academic Performance through its assessment of contemporaneous, historical, or other penalties.
25. At the conclusion of the probationary period, the institution's president shall provide a letter to the committee affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

As required by NCAA legislation for any institution involved in a major infractions case, the University of Southern California shall be subject to the provisions of NCAA Bylaw 19.5.2.3, concerning repeat violators, for a five-year period beginning on the effective date of the penalties in this case, June 10, 2010.

Should the University of Southern California appeal either the findings of violations or penalties in this case to the NCAA Infractions Appeals Committee, the Committee on Infractions will submit a response to the appeals committee.

The Committee on Infractions advises the institution that it should take every precaution to ensure that the terms of the penalties are observed. The committee will monitor the penalties during their effective periods. Any action by the institution contrary to the terms of any of the penalties or any additional violations shall be considered grounds for extending the institution's probationary period or imposing more severe sanctions or may result in additional allegations and findings of violations. An institution that employs an individual while a show-cause order is in effect against that individual, and fails to adhere to the penalties imposed, subjects itself to allegations and possible findings of violations.

Should any portion of any of the penalties in this case be set aside for any reason other than by appropriate action of the Association, the penalties shall be reconsidered by the Committee on Infractions. Should any actions by NCAA legislative bodies directly or indirectly modify any provision of these penalties or the effect of the penalties, the committee reserves the right to review and reconsider the penalties.

NCAA COMMITTEE ON INFRACTIONS

Britton Banowsky
John S. Black
Melissa (Missy) Conboy
Paul T. Dee, chair
Brian Halloran
Eleanor W. Myers
Josephine (Jo) Potuto
Dennis E. Thomas

APPENDIX ONE

Case Chronology

2006

April 21 – NCAA Agent, Gambling and Amateurism (AGA) staff received information that student-athlete 1 might have received impermissible benefits while a student-athlete at the institution.

April 24 – AGA contacted the Pacific-10 Conference (Pac-10) in an effort to work jointly on the case.

September 2006 – Major enforcement staff joined the case.

2007

April - November – Interviews conducted by the NCAA's Academic Membership Affairs (AMA) staff, AGA staff, major enforcement staff and the institution.

2008

June 9 – Representative C interviewed by the NCAA, Pac-10 and institution.

August 27 – Notice of Inquiry sent to the institution.

2009

Late April – early May – Student-athlete 1, and members of the men's basketball coaching staff interviewed by the NCAA, Pac-10 and institution.

September 24 – Notice of Allegations sent to the president of the institution, former head men's basketball coach and the assistant football coach.

December 23 – The institution submitted its response to the Notice of Allegations.

2010

January 4 – The assistant football coach submitted his response to the Notice of Allegations (extension granted by committee).

January 11 – The former head men's basketball coach submitted his response to the Notice of Allegations.

January 27 – The enforcement staff conducted a prehearing conference with the institution.

January 29 – The enforcement staff conducted a prehearing conference with the assistant football coach.

February 15 – The enforcement staff conducted a prehearing conference with the former head men's basketball coach.

February 18-20 – The institution appeared before the NCAA Division I Committee on Infractions.

March 2 – The Committee on Infractions completed deliberations regarding findings and penalties for the former head men's basketball coach.

June 10- Infractions Report No. 323 is released.

APPENDIX TWO

CORRECTIVE ACTIONS AS IDENTIFIED IN THE INSTITUTION'S DECEMBER 12, 2009, RESPONSE TO THE NOTICE OF ALLEGATIONS.

Football

1. Letter of admonishment for the former head football coach, as a result of exceeding the limit on coaches as set forth in Finding B-3.
2. Letter of reprimand for the former head football coach, as a result of the impermissible contacts between representative A and prospective student-athletes as set forth in Finding B-4.
3. Letter of reprimand to representative A for the impermissible contacts discussed in Finding B-4.
4. The football program discontinued hosting recruiting dinners at representative A's restaurant effective August 2006. The last recruiting dinner held there was in December 2005.

Women's Tennis

1. Declared the former women's tennis student-athlete ineligible as a result of the investigation and did not petition for her reinstatement. USC did not renew her athletics aid for 2009-10 and reported the incident as theft to the USC Office of Student Judicial Affairs and Community Standards.
2. Letter of admonishment for the senior associate athletics director.