

CASE SUMMARY

Tampering violations occurred in UCLA cross country, track and field programs *Former assistant coach failed to cooperate; UCLA previously resolved violations separately*

Tampering violations occurred in the UCLA cross country and track and field programs when former assistant coach Sean Brosnan had impermissible contacts with the parents of two student-athletes who were enrolled at other NCAA schools at the time and who had not yet entered the Transfer Portal, according to a decision released by a Committee on Infractions hearing panel. An additional violation occurred when Brosnan failed to cooperate with the investigation.

The panel processed violations for the school through a separate negotiated resolution process. The committee approved the negotiated resolution, bifurcating the case and allowing the school to immediately begin serving penalties while awaiting the committee's final decision on Brosnan's remaining contested portion of the case.

Specifically, the violations in this case occurred when Brosnan, who had recently coached high school cross country and track and field in the Los Angeles area, had multiple conversations with the parents of runners he had met while coaching high school who were then enrolled at other NCAA schools. After his conversations with those parents, both student-athletes entered the Transfer Portal and subsequently enrolled at and competed for UCLA. Although Brosnan believed that the contacts were permissible because of his friendships with both parents and the generally nonrecruiting nature of their conversations, the panel noted that tampering rules do not make exceptions for these circumstances.

An additional Level III violation occurred when Brosnan had a recruiting conversation with a prospect before Aug. 1 of the prospect's junior year of high school.

After the NCAA enforcement staff started its investigation, Brosnan canceled a scheduled interview and refused to interview with the enforcement staff for a period of four months. Although he eventually cooperated, the four-month delay resulted in a failure-to-cooperate violation. The panel observed that Brosnan's failure to cooperate delayed the enforcement staff's processing of the case during a critical time in the fact-gathering process.

The violations were classified as Level II-mitigated for Brosnan.

The following penalties apply:

- A one-year show-cause order for Brosnan. If employed by an NCAA member school during that time, he will be prohibited from communicating by phone or in person with prospects for a period of six months.

Members of the Committee on Infractions are drawn from the NCAA membership and public. The panel members who reviewed this case are:

- Tricia Turley Brandenburg, deputy athletics director and chief leadership officer at Army West Point.
- Jody Conradt, retired women's basketball head coach and special assistant to athletics at Texas.
- Stephen Madva, attorney in private practice and chief hearing officer for the panel.
- Roderick Perry, former athletics director at IUPUI.
- Jill Redmond, deputy commissioner of the Missouri Valley Conference.
- Jim Stapleton, president and CEO of B&R Consultants.
- Steve Waterfield, director of athletics at Oakland.



UNIVERSITY OF CALIFORNIA, LOS ANGELES
PUBLIC INFRACTIONS DECISION
July 8, 2025

I. INTRODUCTION

The NCAA Division I Committee on Infractions (COI) is an independent administrative body comprised of individuals from the NCAA Division I membership and the public charged with deciding infractions cases involving member institutions and their staffs.¹ This case involved tampering violations in the cross country and track and field programs at the University of California, Los Angeles (UCLA) and a failure to cooperate by the former assistant cross country and track and field coach, Sean Brosnan.²

The panel processed violations for UCLA through a separate negotiated resolution (NR) process, in which the institution agreed to facts, violations and penalties. The approved NR can be found at Appendix Two of this decision. Brosnan contested his alleged violations. Thus, this decision solely relates to Brosnan's conduct.

Although tampering conduct is relatively straightforward and uncomplicated, this case involved a unique set of facts and circumstances. The tampering violations began during the first few months of Brosnan's first year as a coach at the collegiate level. At the time UCLA hired him in August 2022, he was a prominent and highly successful high school coach in the Los Angeles area. Thus, Brosnan came to UCLA with connections and preexisting relationships with former high school student-athletes (and their families), many of whom were enrolled at other NCAA member institutions. These connections, combined with Brosnan's lack of collegiate experience and UCLA's delay in educating him on relevant rules around the transfer portal, set the stage for the violations that occurred in this case.

Specifically, from September 16 through December 12, 2022, Brosnan exchanged multiple phone calls with the fathers of two prospective transfer student-athletes who were enrolled at other institutions but were not yet in the transfer portal. Many of these phone calls occurred around and immediately prior to the prospects' final transfer decisions. Brosnan coached one of the prospects in high school and knew her family well, while he knew the other prospect and her father through out-of-state running events he organized. Their relationships, while friendly, derived from an

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

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

athletics nexus. Brosnan and both fathers claimed their phone calls were friendship-based, non-recruiting communications. However, any communication with a student-athlete—or individual associated with a student-athlete—who is not in the transfer portal violates Bylaw 13 tampering legislation regardless of the substance of the communication. Both prospects eventually entered the transfer portal and enrolled and competed at UCLA. The tampering violations are Level II.

In June 2023, Brosnan engaged in another recruiting violation when he had a five-to-ten-minute recruiting conversation with a high school prospect at a track and field meet. The contact occurred prior to August 1 of the prospect's junior year of high school, which is the earliest permissible date for contact. Because this incident was isolated and limited, it is a Level III violation.

Finally, Brosnan failed to cooperate during the investigation when he refused to interview with the enforcement staff for a period of four months. Specifically, on December 18, 2023, Brosnan cancelled a scheduled interview with the enforcement staff due to its denial of his request for access to metadata related to the enforcement staff's imaging of his cell phone. Brosnan refused to reschedule his interview until April 16, 2024. Brosnan's delayed participation violated his Bylaw 19 duty to cooperate. Although his eventual participation did not cure the violation, the panel concluded that it warranted a Level II designation for his failure to cooperate violation.

The panel classifies this case as Level II-Mitigated for Brosnan. Utilizing the NCAA membership's current penalty guidelines, the panel prescribes a one-year show-cause order for Brosnan. During the show-cause period, Brosnan is prohibited from engaging in telephonic and off-campus recruiting for six months, and he must attend an NCAA Regional Rules seminar. Additionally, any institution employing Brosnan during the one-year show-cause period must provide regular rules education for the first three months of his employment. Apart from these restrictions, Brosnan is not prohibited from engaging in on-campus recruiting or other coaching or athletically related duties during the show-cause period.

II. CASE HISTORY

The violations in the overall case first came to light in March 2023, when a confidential source contacted the NCAA enforcement staff to report potential impermissible contacts by Brosnan with student-athletes at multiple institutions.³ After notifying UCLA, the enforcement staff began a collaborative investigation with the institution.

At the conclusion of this investigation, UCLA and the enforcement staff agreed to resolve the institution's portion of the case via NR. The panel approved the parties' NR on August 23, 2024. With respect to UCLA, the NR is final, and the institution's agreed-upon penalties went into effect on the date of the agreement's approval.

³ The use of confidential sources is expressly permitted and an important tool in the NCAA infractions process. Pursuant to Bylaw 19.7.6.5, the enforcement staff may initiate an investigation based on information from a confidential source but may not use confidential source information to support an allegation.

Brosnan, however, disagreed with certain facts and allegations, and he requested to process his case via full hearing resolution pursuant to Bylaw 19.8. After holding a status conference with Brosnan, his counsel and the enforcement staff, the COI chair approved Brosnan's request on August 22, 2024.⁴

The enforcement staff issued a notice of allegations (NOA) related to Brosnan's alleged conduct on September 16, 2024. In the months that followed, Brosnan's counsel raised a number of procedural objections and requests with the COI chair and, later, the chief hearing officer for this case. Among other things, Brosnan's counsel requested a 25-day extension of time in which to submit his client's written response to the NOA.⁵ On December 11, 2024, the chair extended Brosnan's NOA response deadline by 25 days to January 10, 2025.⁶ Brosnan's counsel also conducted additional interviews during this time. This included interviews with both prospects' fathers—one of whom previously declined to interview with the enforcement staff.

Brosnan submitted his response to the NOA on January 10, 2025. On March 11, 2025, the enforcement staff submitted its written reply. The panel held a hearing via videoconference on April 24, 2025.

III. FINDINGS OF FACT

Brosnan's Contacts with the Fathers of Two Transfer Prospects

UCLA hired Brosnan as the assistant cross country and track and field coach in August 2022. Following the conclusion of the 2022 fall semester, two women's cross country transfer prospects who were enrolled at other NCAA member institutions—prospect 1 and prospect 2—entered the transfer portal and subsequently committed to UCLA. Brosnan had preexisting relationships with both prospects and their families, and he acknowledged that he had multiple contacts with the prospects' fathers prior to the time the prospects entered the transfer portal. He claimed, however, that these contacts stemmed from his friendship with both fathers and had nothing to do with recruiting their daughters.

Brosnan coached prospect 1 and her older brother in high school and came to know the family during that time. Prospect 1's father reported that he first met Brosnan in the summer of 2015 or 2016 at a meet-the-coaches event hosted by the high school. A runner himself, prospect 1's father

⁴ During the status conference, and again at the infractions hearing, Brosnan objected to the chair's approval of UCLA's request to process its case via NR. However, parties do not have standing under Bylaw 19.7.6.1 or COI Internal Operating Procedure (IOP) 4-6-1 to object to resolution methods related to other parties in a case.

⁵ Brosnan also raised what he perceived to be a conflict of interest involving one of the enforcement staff members assigned to this case. The panel determined that no conflict appeared to be present, and the issues raised by Brosnan had no bearing on the investigation or the credibility of the allegations. To the extent other pre-hearing issues raised by Brosnan intersect with the merits of this case, they will be addressed elsewhere in this decision.

⁶ Recognizing that Bylaw 19.8.4.5 prohibits extensions of time absent exceptional circumstances, the chair granted the extension due to the timing of the holiday season in proximity to Brosnan's original deadline.

was very involved in his children's athletics careers and frequently attended their workouts when they were training with Brosnan at the high school. During this time, Brosnan and prospect 1's father became friends. Prospect 1's father reported that they would meet for dinner, surf, work on cars and go go-carting together. Their wives also became friends, and prospect 1's family hosted Brosnan and his wife for holiday dinners on a few occasions.

Prospect 2 attended a different high school in the Los Angeles area. Brosnan met prospect 2 and her father in 2020 when prospect 2 participated in high school running events Brosnan organized in Arizona due to COVID-19 shutdowns in California. According to prospect 2's father, he and Brosnan found that they shared many of the same beliefs and views, particularly as it related to the challenges students were facing in California during the lockdown period. He stated that Brosnan also took an interest in the work he was doing as the pastor of a local church.

In August 2022, Brosnan left high school coaching to accept the assistant coach position at UCLA. At the time, prospects 1 and 2 were beginning their freshman and sophomore years, respectively, at out-of-state institutions. Brosnan continued communicating with both their fathers. Prospect 1's father estimated that after Brosnan started coaching at UCLA, he spoke to him once a month on average. He stated that when Brosnan was busy, they might go for weeks or a month without communicating, but they would talk two to three times a week when Brosnan had more free time. Prospect 2's father estimated that he communicated with Brosnan at least every couple of weeks through different platforms, including social media direct messaging.

Brosnan's phone records show that he exchanged 11 calls with prospect 1's father and 3 calls with prospect 2's father from September 16, 2022, through December 12, 2022.⁷ The calls increased in frequency toward the end of the year, with nine of the 14 calls occurring in December.

Around this same time, both prospects were considering transferring to be closer to home. In an interview with UCLA and the enforcement staff, prospect 1 described her discontent with her then institution's cross country program, stating that the coach was not a good fit for her, she was struggling with her teammates, and she was generally unhappy with how she performed during the cross country season. Additionally, her father reported that she was dealing with a medical issue, and he did not feel that she received sufficient care at that institution. He also noted that she was concerned with the excessive drinking and drug use that occurred in her dorm.

Prospect 2 had a successful freshman year from an athletics standpoint. Other factors, however, caused her to consider transferring by her sophomore year. She reported during her interview that she was sick for much of her freshman year and struggled with anxiety and the demands of keeping up academically. She stated that the "final straw" came when her house near campus was vandalized over Christmas break of her sophomore year. At that point, she decided to transfer.

Significantly, an overarching concern for both prospects was the health of their parents. In the summer of 2022, prospect 1's mother was diagnosed with cancer and prospect 2's father suffered

⁷ Prospect 1's father initiated eight of his 12 calls with Brosnan, and prospect 2's father initiated all three of his calls with Brosnan.

a series of strokes. Both prospects indicated that the desire to be closer to their families and support their parents through these health crises factored heavily into their decisions to transfer.

Although Brosnan acknowledged speaking with the prospects' fathers frequently toward the end of 2022, he claimed that the conversations were not related to recruiting or the prospects' plans to transfer. With regard to prospect 1's father, Brosnan stated that a frequent topic of conversation during this time was prospect 1's mother's cancer diagnosis. The two also discussed health challenges Brosnan's father was facing. Prospect 1's father confirmed that he and Brosnan discussed family health issues during this time. He also stated that it was "possible and probable" that he asked Brosnan about the transfer portal process during one of these conversations. Brosnan confirmed that at some point prospect 1's father asked him how the transfer process worked. According to Brosnan, he responded, "I can't talk to you about any of that until she's in the portal and he said okay." Prospect 1's father confirmed this account.

Prospect 2's father reported that he spoke with Brosnan about prospect 2 during this same time period in December 2022. He stated that he told Brosnan about the difficult time prospect 2 was having at her institution and brought up the possibility that she might be interested in transferring. Brosnan and prospect 2's father both reported that Brosnan informed him prospect 2 would need to enter the transfer portal before they could talk about it.⁸

Prospect 1 entered the transfer portal on December 12, 2022, and prospect 2 entered on January 2, 2023. Two of Brosnan's 11 phone calls with prospect 1's father occurred at 10:25 p.m. and 11:07 p.m. on December 11, 2022, the night before prospect 1 entered the portal. Prospect 1's father initiated both calls. Brosnan then initiated a phone call to prospect 1's father the following day. The call concluded 13 minutes before prospect 1 entered the portal. Prospect 1's father then called Brosnan three minutes after prospect 1 entered the portal.

Both prospects 1 and 2 checked "do not contact" on their profiles in the portal, restricting institutions from reaching out to them. In their interviews with the enforcement staff, prospects 1 and 2 stated that they were interested in considering other programs, but UCLA was the only school either prospect reached out to after entering the transfer portal. Both prospects committed to UCLA on January 3, 2023. As a result of Brosnan's contact with their fathers, prospects 1 and 2 competed while ineligible—on 10 and 15 dates of competition, respectively—upon enrolling at UCLA. The two prospects transferred to another institution when Brosnan's employment with UCLA ended.

Throughout the processing of this case, Brosnan maintained that he believed his pre-portal communication with the two prospects' fathers was permissible because they had a preexisting friendship and their conversations were non-recruiting in nature. Brosnan also claimed that UCLA

⁸ During prospect 2's separate interview with the enforcement staff—which occurred over one year prior to her father's interview—she recounted her understanding of this conversation based on what her father told her at the time. According to prospect 2, Brosnan told her father, "[W]e would love to have her, but I can't talk to her until she's in the portal." Prospect 2's father stated in his interview that he could not remember whether Brosnan said he would "love to have" prospect 2 at UCLA.

did not provide him with education or guidance regarding how to navigate preexisting relationships with student-athletes and the families of student-athletes enrolled at other member institutions.

Because this was Brosnan’s first NCAA-level coaching position, the then head track and field and cross country coach (head coach) asked the compliance staff to provide Brosnan with extra rules education soon after he joined the staff in August 2022. In an interview with the enforcement staff, the head coach recalled that Brosnan sat down several times with the then director of compliance and liaison to the track and cross country program (compliance director) in the early days of his tenure at UCLA.

The compliance director also handled Brosnan’s onboarding, which included providing Brosnan with the institution’s recruiting education handbook and meeting in person to go over a rules education PowerPoint. Notably, the recruiting handbook did not reference tampering legislation (Bylaw 13.1.1.3) or provide any education on recruiting transfer student-athletes or the transfer portal.⁹

None of the compliance staff members interviewed in this case could recall proactively educating Brosnan regarding how to handle preexisting relationships in compliance with NCAA recruiting legislation. When the enforcement staff asked the compliance director whether Brosnan was educated on the “finer points” of Bylaw 13.1.1.3—specifically, the permissibility of social conversations with parents of a student-athlete not in the portal—the compliance director responded, “I would say that he had the rule and was told about conversations in general and that, you know, repeatedly or specifically, I don’t know.” In a later interview, the institution asked the compliance director whether Brosnan received education or guidance regarding preexisting relationships with the families of student-athletes at other institutions, to which he responded, “Not at the outset, no.”

According to the associate director of compliance and recruiting (associate compliance director), the issue of preexisting relationships eventually arose in November 2022, when the cross country transfer window opened and Brosnan approached the compliance office with questions about prospects 1 and 2 potentially transferring to UCLA. The associate compliance director stated that Brosnan told the compliance staff that one of the prospects’ fathers reached out to Brosnan’s wife—who coached at Brosnan’s former high school—about transfer opportunities. The associate compliance director discerned that neither prospect was in the transfer portal. She and the compliance director then explained to Brosnan that he could not talk to the two prospects until they were in the portal, and they could not use Brosnan’s wife as a conduit to communicate with the family. At the infractions hearing, Brosnan denied approaching the compliance staff with questions regarding the potential transfer of prospects 1 and 2.

⁹ The membership renumbered the tampering bylaw to Bylaw 13.1.1.4 in October 2024. This decision will refer to Bylaw 13.1.1.3, the numbering in effect at the time of the conduct in this case.

Brosnan’s Off-Campus, In-Person Contact with Prospect 3

On June 18, 2023, Brosnan attended an outdoor high school track and field meet in Eugene, Oregon. At the meet, he had a conversation with one of the competitors (prospect 3) and her high school coach. At the time of the interaction, prospect 3 had just completed her sophomore year of high school.

In an interview with UCLA and the enforcement staff, prospect 3 reported that Brosnan was speaking to her high school coach when she approached after one of her races. She stated that the ensuing interaction with Brosnan lasted between five to ten minutes. Prospect 3 said she did not remember most of the conversation, but she recalled Brosnan telling her “good job” and saying he wanted to get her number to get in contact with her. She also recalled that Brosnan spoke about the UCLA track team and their relay performance.

Although Brosnan stated that he did not recall the encounter, he acknowledged that a photograph in the case record showed him standing with prospect 3 and her high school coach at the meet in Oregon. He claimed, however, that he was not recruiting prospect 3 and did not intentionally seek her out at the meet. Rather, he intended only to speak with prospect 3’s high school coach, who Brosnan had competed against at the college level and considered a casual friend. Brosnan did not indicate that he took steps to immediately terminate the interaction after prospect 3 approached.

Brosnan denied asking for prospect 3’s phone number, reiterating that he never had an intent to or interest in recruiting her. Both prospect 3 and Brosnan stated that Brosnan never contacted her following their interaction at the meet.

Brosnan’s Participation in the Investigation

The enforcement staff began its investigation in spring 2023 after receiving information that Brosnan may have been involved in potential tampering violations. On May 16, 2023, as part of a records request to UCLA, Brosnan’s then-employer, the enforcement staff asked to image Brosnan’s cell phone.¹⁰ The enforcement staff’s IT vendor shipped a kit to UCLA, and the institution facilitated the process of imaging the phone.

According to the enforcement staff, Brosnan did not raise any concerns with them during this process. Brosnan claimed, however, that he did raise concerns with the institution—specifically, with the executive senior associate athletic director (senior associate AD), who facilitated the phone imaging process on behalf of UCLA. According to Brosnan, he told the senior associate AD he had no objection to providing phone records related to the enforcement staff’s investigation, but he did not want to provide any other records on his phone as they contained personal and private information. Brosnan stated that the senior associate AD assured him that only records related to the investigation would be taken from his phone and provided to the enforcement staff.

¹⁰ During his time at UCLA, Brosnan had one cell phone, which he used for business purposes—including recruiting—as well as personal use. He owned the phone, but UCLA paid for his cell service.

On June 6, 2023, the enforcement staff realized that they did not have a release form on file regarding the imaging of Brosnan’s phone, so they provided the form to UCLA to transmit to Brosnan. Three days later, prior to receiving Brosnan’s signed release form, the enforcement staff received access to the full image of Brosnan’s phone, which included approximately 8,000 files.

Brosnan signed the release form on July 2 or 3, and UCLA returned the form to the enforcement staff on July 20, 2023. According to Brosnan, he objected to signing the release form after his phone had already been imaged but feared his job would be in jeopardy if he did not sign.

The release form contained boilerplate language stating that the owner of the phone “may request and receive access to review the data before it is provided to the enforcement staff to identify and log ‘Protected Data.’” The form defined “protected data” as: (1) records protected under the attorney-client privilege or litigation work-product doctrine and (2) individual records or personal data that are not relevant to the investigation, as determined through a meet-and-confer process with the enforcement staff. Pursuant to enforcement staff practices, individuals are entitled to withhold any records falling within the first category, and the enforcement staff *may* also allow individuals to withhold other records falling within the second category. At the time Brosnan signed the release form, he was not represented by an attorney, and he did not check the box indicating that he wished to review or withhold any data.¹¹

Brosnan’s contract with UCLA expired on July 31, 2023, and the institution did not renew it.¹² During the first part of August, the enforcement staff worked directly with Brosnan to schedule an interview. Brosnan retained counsel on August 18, 2023. In a subsequent email exchange with the enforcement staff, Brosnan’s counsel raised questions regarding the imaging of Brosnan’s phone and whether he was given the opportunity to withhold files. The enforcement staff responded that they “reviewed communications with Coach Brosnan around the time of the device image, and it appears he may not have been informed of the opportunity to review the data to identify and log protected data prior to the enforcement staff’s review.”¹³

Brosnan’s counsel then informed the enforcement staff that Brosnan wanted to review the data imaged from his phone. The enforcement staff agreed and directed its IT vendor to restrict the enforcement staff’s and UCLA’s access to information from the device so that it was only viewable by Brosnan. Brosnan and his counsel completed their review over the next two months, withholding all but 89 of the 7,969 records imaged from the device.

¹¹ At the infractions hearing, an enforcement staff member walked through a typical phone imaging process and stated that “[s]ome people choose to review the image” before it is provided to the enforcement staff, and “[s]ome people don’t care and give us the whole image.”

¹² Although it appears that UCLA received access to the full image of Brosnan’s phone prior to the end of his contract, it is not clear from the case record on what date this occurred.

¹³ Around the time of Brosnan’s phone imaging, there was a change in enforcement staff personnel assigned to this case. Specifically, the lead investigator assigned to the case left the NCAA for another opportunity and a new investigator took over.

On December 4, 2023, Brosnan agreed to participate in an interview with the enforcement staff, and the parties scheduled an interview for December 21, 2023. Prior to the interview, Brosnan asked the enforcement staff to authorize its IT vendor to release metadata showing which individuals at UCLA and the NCAA had access to his personal phone records prior to the time he was able to review and withhold them. At the infractions hearing, Brosnan’s counsel stated that Brosnan wanted to see the metadata “strictly for his own personal reasons,” not to prepare for the interview.

The enforcement staff denied this request, citing Enforcement Internal Operating Procedure (IOP) 3-3-1-2, which states that the enforcement staff will not respond to party requests for access to information that is not pertinent case information. Brosnan’s counsel and the enforcement staff went back and forth on this issue throughout December. On December 18, 2023, Brosnan cancelled his scheduled interview, citing the enforcement staff’s refusal to provide access to the metadata he requested.

On January 30, 2024, prior to completing its investigation, the enforcement staff made a final attempt to secure Brosnan’s participation in an interview. Brosnan again declined, maintaining his position that he would interview only if the enforcement staff authorized release of the metadata. On April 15, 2024, the enforcement staff notified Brosnan that it would conduct its allegation review board on May 13, 2024, and shared with Brosnan’s counsel details regarding the allegations that would be presented. The following day, Brosnan agreed to participate in an interview. The enforcement staff interviewed Brosnan on April 30, 2024.

In its arguments to the panel, the enforcement staff represented that Brosnan’s refusal to cooperate delayed the interview of the head coach and caused the enforcement staff to make initial charging decisions without the benefit of Brosnan’s interview statements. By the time Brosnan agreed to interview, the investigation was complete, and formal allegations were already contemplated. The enforcement staff also stated that it did not rely on any of the records imaged from Brosnan’s phone in bringing or supporting its allegations.

IV. ANALYSIS

The violations in the contested portion of this case involved Brosnan’s contact with the fathers of two student-athletes at other institutions who were not yet in the transfer portal, his impermissible off-campus recruiting contact with a prospect prior to the earliest permissible date, and his failure to cooperate with the investigation for a period of four months. The tampering and failure to cooperate violations are Level II, and the recruiting contact violation is Level III.

A. IMPERMISSIBLE COMMUNICATIONS [NCAA Division I Manual Bylaw 13.1.1.3 (2022-23)]

Over a three-month period, Brosnan engaged in multiple impermissible communications with the fathers of prospects 1 and 2 before the prospects entered the transfer portal. Brosnan’s

communications violated Bylaw 13 tampering legislation and rendered prospects 1 and 2 ineligible when they later enrolled at UCLA.¹⁴ The result is a collective Level II violation.

1. NCAA legislation relating to tampering.¹⁵

Bylaw 13.1.1.3 (2022-23 NCAA Division I Manual) addresses tampering. The bylaw states that an athletics staff member shall not communicate or make contact with a student-athlete from another NCAA Division I institution, or any individual associated with the student-athlete (*e.g.*, family member, coach, advisor) either directly or indirectly, without first obtaining authorization through the notification of transfer process. Stated differently, no communication can occur before the student-athlete enters the transfer portal.

2. Brosnan violated tampering legislation when he communicated with the fathers of two prospects who were not in the transfer portal.

From September 16 through December 12, 2022, Brosnan exchanged multiple phone calls with the fathers of prospects 1 and 2 while the prospects were enrolled at other NCAA member institutions and before the prospects entered the transfer portal. Specifically, Brosnan spoke with prospect 1's father on 11 occasions and with prospect 2's father on three occasions during this time. Brosnan acknowledged that these contacts occurred. His conduct violated Bylaw 13.1.1.3, which prohibits *all* contact with student-athletes—and individuals associated with student-athletes—who are not in the transfer portal.

Although the plain language of the legislation establishes that a violation occurred, Brosnan argued that Bylaw 13.1.1.3 is not intended to apply in this way, *i.e.*, to non-recruiting social conversations with longstanding friends. But the bylaw does not make a distinction between recruiting contact and non-recruiting contact. Nor does it create any exceptions for preexisting relationships. Additionally, there is no interpretive guidance or past infractions cases that acknowledge any such distinctions or exceptions.¹⁶

In the absence of other authority or guidance, Brosnan points to meeting notes from the Division I Working Group on Transfers as an indication that the membership believes the tampering bylaw should be applied flexibly. Specifically, at its December 10, 2020, meeting, the working group

¹⁴ The NOA also cited Bylaw 12.11.1 (2022-23 Division I Manual), which requires institutions to withhold ineligible student-athletes from competition. Generally, this legislation applies to institutions, and UCLA agreed in its NR that the institution violated the bylaw when it failed to withhold prospects 1 and 2 from competition. The panel does not conclude that Brosnan's conduct, on its own, violated Bylaw 12.11.1.

¹⁵ The full text of all bylaws cited in this case can be found at Appendix One.

¹⁶ Although this type of fact pattern has not arisen in any previous contested cases, the COI has approved three negotiated resolutions in which the parties agreed that tampering violations occurred when coaches had pre-portal, non-recruiting communications with individuals with whom they had a preexisting relationship. See *Jacksonville State University* (2021); *Charleston Southern University* (2020); and *Seton Hall University* (2019). While these cases are not precedential, the NR agreements may provide context for the membership's understanding of the tampering rule, and the panel explored their factual and substantive similarities and differences with the parties during the hearing.

considered a request from the Division I Interpretations Committee to develop an educational resource clarifying the scope of the tampering rule. In making its request, the Interpretations Committee noted that “there are certain types of communications, unrelated to recruitment, where a strict application of Bylaw 13.1.1.3 may not be warranted.” As captured in its December 10, 2020, meeting notes, the working group acknowledged that there may be a “limited subset of communications that fall outside the scope of Bylaw 13.1.1.3,” but ultimately decided not to develop an educational resource “that could complicate the enforceability of Bylaw 13.1.1.3, which is necessary to deter tampering[.]” To the best of the panel’s knowledge, no NCAA committee or working group has revisited this issue in the intervening four-and-a-half years. Additionally, the meeting notes do not elaborate on what type of communications may fall within that “limited subset,” and the parties did not seek an interpretation during the processing of this case. Either way, meeting notes are neither instructive nor binding on the COI.

To be sure, there are reasons beyond plain language to apply the bylaw to non-recruiting communications. As the COI has previously observed—and as Brosnan himself acknowledged during the hearing—relationship building is a core component of recruiting. *See Appalachian State University* (2016) (concluding that a Level II violation occurred when a football coach sent a prospect’s mother 416 text messages at a time when electronic communication was prohibited, and the institution did not have an interest in recruiting the prospect); *see also University of Mississippi* (2016) (concluding that Level II violations occurred when new members of the women’s basketball staff did not actively recruit student-athletes from their former institution but continued to have personal or mentor-based contacts with them, and those contacts “strengthened relationships”). Thus, even if Brosnan’s communications with the two prospects’ fathers did not touch on the possibility of their transfer to UCLA, simply maintaining those relationships provided an advantage that other compliant coaches and institutions did not possess.¹⁷

If the membership does not intend for Bylaw 13.1.1.3 to apply to non-recruiting, friendship-based communications, then it may narrow application of the bylaw through amendment or interpretive guidance.¹⁸ But as the bylaw is currently written, it plainly applies to Brosnan’s pre-portal communications with the fathers of prospects 1 and 2. Those communications violated Bylaw 13.1.1.3 and rendered the two prospects ineligible when they enrolled at UCLA.¹⁹

¹⁷ Although a tampering violation occurred regardless of the content of Brosnan’s communications with the two fathers, the timing of the phone calls strongly suggests a recruiting nexus. As it relates to prospect 1’s father specifically, multiple calls occurred in the hours immediately before prospect 1 entered the transfer portal. Thus, it is reasonable to conclude that the conversations, at least in part, involved recruiting communication.

¹⁸ Brosnan could have sought an interpretation based on the specific facts of this case. He did not. Bylaw 19.4.6-(a) and (b) authorizes the COI to find facts and conclude whether violations occurred. Thus, the decision of whether Brosnan’s conduct violated tampering legislation rests with the panel. Given the straightforward nature of the bylaw and its historical application in past cases, the COI does not require an interpretation to conclude that a Bylaw 13.1.1.3 violation occurred.

¹⁹ As part of the overall allegation, the enforcement staff also alleged that Brosnan exchanged one impermissible text message with prospect 1 at some point before she entered the transfer portal. The information in the record relating to this part of the allegation was both limited and conflicting, and the panel does not conclude that this specific violation occurred. Because this portion of the allegation related only to one communication, the panel’s non-finding has no material impact on the overall violation, aggravating or mitigating factors, or penalties. Nor does it affect the agreed-upon violations in the NR between the institution and the enforcement staff. The NR is final pursuant to Bylaw 19.10.6.

The panel is not indifferent, however, to the unique circumstances surrounding Brosnan's violation. In particular, the panel notes the serious health challenges faced by prospect 1's mother and prospect 2's father, which were a significant factor in the prospects' decisions to return to the Los Angeles area irrespective of Brosnan's involvement. Additionally, the panel is disappointed by the lack of proactive rules education provided by UCLA. The compliance staff was aware that Brosnan (1) had no prior experience coaching at the collegiate level, and (2) was a prominent high school coach who had preexisting relationships with former high school student-athletes (and their families) enrolled at other NCAA institutions. Yet the compliance staff did not proactively offer any education or guidance to assist him in navigating these relationships in a manner that complied with NCAA legislation. Rather, the staff covered the broad strokes of recruiting legislation and relied on Brosnan to come to them with specific questions. Given the circumstances of Brosnan's hire, proactive and targeted education on the tampering rule and preexisting relationships was warranted.

Although these circumstances do not cure the violation for Brosnan, the panel took them into account when applying and weighing aggravating and mitigating factors and prescribing penalties. The panel also considered whether these unique circumstances impacted the violation level. The panel concluded, however, that Brosnan's conduct easily met the definition of a Level II violation. Because the communications happened over a three-month period and involved multiple phone calls with the parents of two prospects, the conduct was not isolated or limited. Furthermore, the conduct conferred more than a minimal recruiting or competitive advantage, as prospects 1 and 2 both enrolled and competed at UCLA. There were multiple Division I institutions the prospects could have transferred to that would have met their stated intent to be closer to their families. Ultimately, however, both enrolled at the institution where they had a preexisting relationship with a member of the coaching staff. And when that coaching staff member left the institution, they both transferred elsewhere. Finally, Bylaw 19.1.3 identifies tampering as a specific example of conduct that may constitute a Level II violation.

The COI has previously concluded that tampering violations involving multiple impermissible communications are Level II. *See California State University, Northridge (2022)* (concluding via summary disposition that a Level II tampering violation occurred when an assistant men's basketball coach sent seven text messages to a student-athlete who was not in the transfer portal) and *Sam Houston State University (2017)* (concluding via summary disposition that a Level II tampering violation occurred when the head women's tennis coach exchanged 92 social media messages with a student-athlete at another institution over a seven-day period without first obtaining written permission from the student-athlete's institution). Like the violations in these cases, and consistent with Bylaw 19.1.3, Brosnan's tampering violation is Level II.

B. FAILURE TO COOPERATE [NCAA Division I Manual Bylaw 19.2.1, 19.2.1-(d), 19.2.2, 19.2.2-(a) and 19.2.2-(b) (2023-24)]

Brosnan failed to meet his Bylaw 19 obligation to cooperate when he refused to participate in an interview with the enforcement staff for a period of four months. The violation is Level II.

1. NCAA legislation relating to the responsibility to cooperate.

Bylaw 19.2 establishes the responsibility to cooperate. Pursuant to Bylaw 19.2.1, institutions, current and former institutional staff members, and prospective and enrolled student-athletes have an affirmative obligation to cooperate fully with and assist the enforcement staff, the COI and the Infractions Appeals Committee to further the objectives of the Association and its infractions process. Full cooperation includes timely participation in interviews. *See* Bylaw 19.2.1-(d). Individuals fail to meet the responsibility to cooperate when, among other behaviors, they refuse to provide information relevant to a possible violation of NCAA bylaws when requested to do so by the NCAA and/or the individual’s institution. *See* Bylaw 19.2.2-(b).

2. Brosnan’s refusal to interview with the enforcement staff unnecessarily delayed the investigation and violated NCAA principles of cooperation.

From December 18, 2023, until April 16, 2024, Brosnan delayed the investigation in this case when he refused to participate in an interview with the enforcement staff. Specifically, Brosnan cancelled the interview he had scheduled for December 18, 2023, after the enforcement staff denied his request to release metadata related to the imaging of his cell phone. He continued to refuse to interview for the next four months, finally agreeing to the enforcement staff’s request on April 16, 2024, the day after the enforcement staff shared with him the specific details of the allegations it had developed.

By delaying his participation in an interview for four months, Brosnan did not meet his obligation to cooperate with the investigation. That obligation includes *full* cooperation and *timely* participation in interviews. Although Brosnan eventually agreed to and participated in an interview, his four-month delay hindered the investigation. It came at a critical point in the investigation when the enforcement staff was attempting to conclude its interviews and make important charging decisions. Brosnan’s conduct delayed the enforcement staff’s interview of the head coach and caused the enforcement staff to make its initial charging decisions without the benefit of Brosnan’s interview statements. Simply put, four months is a long time in this process. The infractions process cannot meet the membership’s expectations for timeliness when parties actively delay investigations and/or case processing for their own personal reasons.

Brosnan’s refusal to interview was not justified by the enforcement staff’s denial of his request for access to metadata related to his phone imaging. Indeed, Brosnan’s counsel admitted at the infractions hearing that the two issues were unconnected. When the enforcement staff stated at the hearing that Brosnan requested access to the metadata in order to prepare for his interview, his counsel immediately corrected the record and stated that Brosnan wanted to see the metadata “strictly for his own personal reasons” and not to prepare for the interview. In other words, Brosnan was leveraging his cooperation with the infractions process to obtain information for his own personal use. This is antithetical to the duty to cooperate.

The COI has acknowledged in past cases that individuals in the infractions process may be involved in outside legal proceedings or have other competing personal interests that make

cooperating with the infractions process challenging. As the COI has stated, however, these individuals are still obligated under NCAA bylaws to fulfill their duty to cooperate. *See University of Connecticut* (2019) (concluding the head men’s basketball coach failed to cooperate when he declined to sit for a second interview with the enforcement staff while he resolved his legal issues with the institution). Individuals may choose to elevate their personal interests over their duty to cooperate, but that choice may come with consequences in the form of a failure to cooperate violation and corresponding penalties. Here, Brosnan’s choice to delay his participation in an interview by four months violated Bylaws 19.2.1 and 19.2.2.

As with the tampering violation in this case, the panel is mindful of the unusual circumstances in the background of Brosnan’s failure to cooperate. Brosnan’s request for metadata showing who viewed his phone records was rooted in his belief that the enforcement staff mishandled the phone imaging process and improperly shared his personal and private records with his then employer, UCLA. To be clear, the enforcement staff *did not* violate any bylaws or internal operating procedures related to the imaging of Brosnan’s phone. It appears, however, that the enforcement staff departed from its usual practices when it did not give Brosnan the opportunity through the meet-and-confer process to review and withhold personal records *before* they were shared with the enforcement staff and institution. In other words, it seems to be a matter of order and timing rather than substance. Although this apparent departure from practice does not cure Brosnan’s failure to cooperate, the panel took these circumstances into account in applying and weighing aggravating and mitigating factors and prescribing penalties.

The panel concludes that Brosnan’s failure to cooperate is a Level II violation. Although failure to cooperate is a presumptive Level I violation pursuant to Bylaw 19.1.2, the COI has previously concluded that partial or belated cooperation is Level II under similar circumstances. *See California State University, Sacramento (Sacramento State)* (2018) (concluding via summary disposition that a volunteer assistant women’s tennis coach committed a Level II violation when he refused to interview with the enforcement staff after initially cooperating); *University of North Carolina at Chapel Hill (UNC)* (2017) (concluding that a curriculum secretary committed a Level II violation when she did not participate in the investigation for nearly three years but eventually sat for an interview and participated in the infractions hearing); and *Syracuse University* (2015) (concluding that an academic coordinator committed a Level II violation when she did not participate in the investigation initially). In *UNC*, the COI explained that while the curriculum secretary’s eventual participation did not cure her initial failure to cooperate, “it is an appropriate factor to consider when assigning an appropriate level to the violation.” As in *UNC*, Brosnan’s eventual interview and cooperation, though belated, was helpful to the panel’s consideration of this case, including painting a more full and complete picture around the context in which the violations occurred. The violation is Level II.

V. LEVEL III VIOLATION

On June 18, 2023, Brosnan had a five-to-ten-minute, in-person conversation with prospect 3 and her high school coach at an outdoor track meet in Eugene, Oregon. Although Brosnan did not

initiate the encounter, it was a recruiting contact under Bylaw 13.1.1.1 because the conversation exceeded a greeting and Brosnan did not take steps to immediately terminate the encounter. Additionally, the interaction occurred prior to August 1 of the prospect's junior year of high school—the earliest permissible date for off-campus contacts. Accordingly, it was an impermissible off-campus recruiting contact in violation of Bylaw 13.1.1.1. The panel concludes the violation is Level III because it was isolated and limited in nature and provided no more than a minimal recruiting advantage.

VI. PENALTIES

For the reasons set forth in Sections III, IV and V of this decision, the panel concludes this case involved Level II and Level III violations of NCAA legislation. Bylaw 19.1.3 defines a Level II violation as a violation that provides or is intended to provide more than a minimal but less than a substantial or extensive recruiting, competitive or other advantage. Pursuant to Bylaw 19.1.4, a Level III violation is one that is isolated or limited in nature and provides no more than a minimal recruiting or competitive advantage.

The panel determined the below-listed aggravating and mitigating factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies Brosnan's case as Level II-Mitigated.

Aggravating Factors

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

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

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

Bylaw 19.12.3.2-(e): One or more violations caused ineligible competition.

The enforcement staff proposed the four aggravating factors listed above, as well as a fifth factor, Bylaw 19.12.3.2-(f), *Conduct or circumstances demonstrating an abuse of a position of trust*. Brosnan disagreed with the application of all five proposed factors. The panel declines to apply Bylaw 19.12.3.2-(f) but determines the remaining four factors apply. The panel assigns less weight to two of the aggravating factors: Bylaws 19.12.3.2-(a) and 19.12.3.2-(d).

First, Bylaw 19.12.3.2-(a), *Multiple Level I and/or Level II violations*, applies because Brosnan is responsible for two Level II violations. Because the tampering violation involved unique circumstances, including UCLA's delay in providing relevant education, the panel assigns less weight to this factor.

With respect to Bylaw 19.12.3.2-(b), *Failing or refusing to take all appropriate steps to advance resolution of the matter*, the factor applies due to Brosnan’s refusal to interview for a four-month period. Brosnan argues, however, that he would have interviewed sooner had the enforcement staff provided access to the metadata he requested following the imaging of his phone. The COI has previously applied this factor and its predecessor, Bylaw 19.9.3-(e), to individuals who partially or belatedly cooperated with the enforcement staff. *See Arizona State University (2024)* (applying the factor to the associate head football coach, who refused to provide financial records requested by the enforcement staff and provided false or misleading information during his interview); *Auburn University (2021)* (applying the factor to an assistant men’s basketball coach who refused to participate in an additional interview with the enforcement staff after sitting for two prior interviews); *Connecticut* (applying the factor to a head men’s basketball coach who initially cooperated but later refused to sit for a second interview) and *UNC* (applying the factor to a curriculum secretary who did not participate in the investigation for nearly three years but eventually sat for an interview and participated in the hearing). The factor likewise applies to Brosnan, whose conduct delayed the processing of this case by a period of four months. The panel applies the factor with normal weight.

The panel also determines that Bylaw 19.12.3.2-(d), *Persons of authority condoned, participated in or negligently disregarded the violation*, applies to Brosnan. The COI has consistently applied this factor and its predecessor, Bylaw 19.9.3-(h), to coaches who personally participated in violations. *See Arizona State* (applying the factor to an associate head football coach who was directly involved in recruiting violations); *Louisiana State University (LSU) (2022)* (applying the factor to an assistant football coach who was directly involved in recruiting violations during the COVID-19 recruiting dead period); and *Texas Christian University (TCU) (2021)* (applying the factor to an assistant men’s basketball coach who participated in a scheme to steer prospects and student-athletes to a management company in exchange for payment). Thus, Brosnan’s direct involvement in tampering violations warrants application of the factor. The panel notes, however, that Brosnan believed his contacts and communications with the fathers of prospects 1 and 2 were permissible, and this mistaken belief was due in part to UCLA’s delay in providing relevant education to Brosnan.²⁰ Accordingly, the panel affords less weight to this factor.

The panel also applies Bylaw 19.12.3.2-(e), *One or more violations caused ineligible competition*, because Brosnan’s tampering violations rendered prospects 1 and 2 ineligible when they transferred to UCLA. Brosnan argued that the factor should not apply because it was “morally repugnant and offensive” for the enforcement staff and UCLA to agree to vacate the records of prospects 1 and 2 as part of the institution’s NR.

UCLA appropriately agreed to a vacation of records penalty to address the ineligible competition that occurred as a result of Brosnan’s tampering violations. Vacation of records is an institutional penalty that has no bearing on the application of this aggravating factor to Brosnan. The factor is triggered by ineligibility regardless of whether the ineligibility ultimately results in a vacation of

²⁰ Mistaken belief alone is not sufficient for this factor to receive less weight. The fact that UCLA could have and should have provided proactive, targeted and relevant education that could have prevented the violations is key to the panel’s decision to apply less weight.

records. The COI has applied this factor to involved individuals as a matter of course when their violations directly resulted in a student-athlete's ineligibility. See *Arizona State* (applying the factor to the associate head coach, whose recruiting violations resulted in the ineligible competition of at least seven student-athletes); *University of Tennessee, Knoxville* (2023) (applying the factor to the head football coach, whose provision of inducements to two prospects resulted in them competing in 46 contests while ineligible); and *Missouri State University* (2021) (applying the factor to the head volleyball coach, who was personally involved in violations that resulted in ineligibility for 13 student-athletes over a three-year period). The factor likewise applies to Brosnan. The panel affords the factor normal weight.

Finally, the enforcement staff proposed the application of Bylaw 19.12.3.2-(f), *Conduct or circumstances demonstrating an abuse of a position of trust*, because Brosnan had a relationship with prospects 1 and 2, and his impermissible communication with their parents impacted the prospects' eligibility. Again, however, Brosnan did not believe he was violating NCAA legislation by engaging in friendly, non-recruiting conversations with the fathers of prospects 1 and 2. In that way, his conduct differs from that of involved individuals in previous cases, who have received this factor as a result of using their positions in furtherance of or to commit a violation. Although Brosnan's conduct impacted the prospects' eligibility, this outcome is already addressed through the application of Bylaw 19.12.3.2-(e). Thus, the panel declines to apply this factor.

Mitigating Factors

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

Bylaw 19.12.4.2-(f): Securing the meaningful cooperation of an individual who does not have an affirmative obligation to cooperate under Bylaw 19.2.1; and

Bylaw 19.12.4.2-(g): Other facts warranting a lower penalty range.

The enforcement staff proposed one mitigating factor, Bylaw 19.12.4.2-(e). Brosnan agreed with the application of this factor and proposed two additional mitigators: Bylaws 19.12.4.2-(f) and 19.12.4.2-(g). The panel applies all three factors and affords significant weight to Bylaw 19.12.4.2-(g).

First, Bylaw 19.12.4.2-(e) applies because Brosnan has no prior history of Level I, Level II or major violations. The panel applies normal weight to the factor.

Brosnan proposed Bylaw 19.12.4.2-(f), *Securing the meaningful cooperation of an individual who does not have an affirmative obligation to cooperate*, because he secured an interview with prospect 2's father, who previously declined to interview with the enforcement staff. The enforcement staff opposed application of this factor, arguing that prospect 2's father's cooperation was not meaningful because (1) his interview came too late in the process to assist the investigation, and (2) he was motivated to interview by a desire to help Brosnan. The panel is not persuaded by these arguments. Prospect 2's father is one of the key figures in this case. His

participation, although belated, was helpful to the panel’s consideration of the issues. Ultimately, his motivations for participating are irrelevant. The panel applies the factor with normal weight.

Finally, Brosnan proposed Bylaw 19.12.4.2-(g), *Other factors warranting a lower penalty range*, requesting “significant mitigation” due to his belief that the enforcement staff mishandled the imaging of his phone. The enforcement staff opposed the application of this factor, reiterating its position that it did not violate any NCAA bylaw or IOP related to the imaging of Brosnan’s device. The panel determines that the factor applies due to the unique facts and circumstances of this case, which have been addressed elsewhere in this decision and include (1) the order and timing related to the imaging of Brosnan’s phone; (2) the institution’s delay in providing relevant education related to preexisting relationships with family members of potential transfer prospects; and (3) the unique familial and personal circumstances surrounding the transfer of prospects 1 and 2. The panel applies this factor with significant weight.

Penalty for Level II-Mitigated Violations

Show-Cause Order: Brosnan violated tampering legislation when he had multiple conversations with the fathers of prospects 1 and 2, who were not yet in the transfer portal. He also failed to cooperate with the enforcement staff’s investigation when he delayed his participation in an interview by approximately four months. Accordingly, Brosnan shall be subject to a one-year show-cause order from **July 8, 2025**, through **July 7, 2026**. In accordance with Bylaw 19.12.6.4 and COI IOP 5-16-1, any institution employing Brosnan during the one-year show-cause period shall abide by the following restrictions unless it contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply:

- a. The employing institution shall prohibit Brosnan from telephonic and off-campus recruiting for a period of six months.
- b. The employing institution shall require Brosnan to attend the annual NCAA Regional Rules Seminar at his own expense.
- c. The employing institution shall develop an education plan to be approved by the COI that provides bi-weekly individual education to Brosnan during the first three months of his employment. The employing institution shall provide the agenda and any materials for these education sessions to the COI as part of the annual compliance reporting process.

Apart from these restrictions, Brosnan is not otherwise prohibited from on-campus recruiting or other coaching or athletically related activities during the one-year show-cause period.

The COI advises Brosnan to take every precaution to ensure that he or any employing institution observes the terms of the show-cause order and suspension. The COI will monitor Brosnan during the effective period. Any action by Brosnan contrary to the terms of the penalties or any additional violations will cause the COI to consider prescribing more severe penalties or may result in additional allegations and violations.

NCAA DIVISION I COMMITTEE ON INFRACTIONS

Tricia Turley Brandenburg

Jody Conradt

Stephen Madva, chief hearing officer

Roderick Perry

Jill Redmond

James Stapleton

Steven Waterfield

APPENDIX ONE

Bylaw Citations

Division I 2022-23 Manual

13.1.1.3 Four-Year College Prospective Student-Athletes. An athletics staff member or other representative of the institution's athletics interests shall not communicate or make contact with the student-athlete of another NCAA Division I institution, or any individual associated with the student-athlete (e.g., family member scholastic or nonscholastic coach, advisor), directly or indirectly, without first obtaining authorization through the notification of transfer process. Before making contact, directly or indirectly, with a student-athlete of an NCAA Division II or Division III institution, or an NAIA four-year collegiate institution, an athletics staff member or other representative of the institution's athletics interests shall comply with the rule of the applicable division or the NAIA rule for making contact with a student-athlete. [See Bylaw 19.1.2-(f).]

Division I 2023-24 Manual

19.2.1 Responsibility to Cooperate. Institutions, current and former institutional staff members, and prospective and enrolled student-athletes have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions, and the Infractions Appeals Committee to further the objectives of the Association and its infractions program. Full cooperation includes, but is not limited to:

- (d) Timely participation in interviews and providing complete and truthful responses.

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

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

NEGOTIATED RESOLUTION¹

University of California, Los Angeles – Case No. 020250

August 23, 2024

I. CASE SYNOPSIS

The University of California, Los Angeles (UCLA) and NCAA enforcement staff agree with the violations and penalties detailed below and that this case should be resolved as Level II - Mitigated for the institution. Sean Brosnan (Brosnan), former assistant cross country and track and field coach, disputes the violations set forth in this agreement and will resolve his portion of the case through a full or written record hearing. The institution and enforcement staff also agree that the institution fully cooperated with the investigation and worked collaboratively with the enforcement staff to bring the matter to a timely resolution.

Tampering violations.

Prior to his hire by UCLA in August 2022, Brosnan was a high school distance coach in the Los Angeles area with relationships with prospective student-athletes and their families, some of which are at issue in this case. Despite receiving recruiting rules education from UCLA's compliance staff about NCAA legislation regarding communication with transfer student-athletes, Brosnan maintained contact with a women's cross country and track and field student-athlete at another NCAA member institution (prospect 1) and her father prior to prospect 1 entering the transfer portal. Brosnan met prospect 1 and her father through their mutual involvement in running in 2016 and considers them family friends. Additionally, Brosnan coached both prospect 1 and her older brother in high school. From mid-September through December 12, 2022, the date prospect 1 entered the transfer portal, Brosnan communicated with prospect 1's father by phone on 11 occasions. Brosnan also exchanged one text message with prospect 1 during the fall of 2022, while she was enrolled at her then institution and before she entered the transfer portal. The 11 phone calls Brosnan had with prospect 1's father included five calls in the two days leading up to prospect 1 entering the transfer portal. Brosnan initiated six of the calls to prospect 1's father, and the calls lasted 133 minutes in total. Subsequently, prospect 1 enrolled at UCLA in January 2023, and competed for the institution.

In December 2022, Brosnan engaged in impermissible communication with the father of another women's cross country and track and field student-athlete at a different NCAA member institution (prospect 2) before she entered the transfer portal. Prospect 2 and her father, also from the Los Angeles area, met Brosnan while prospect 2 was in high school competing in races Brosnan organized. On December 6 and 7, 2022, Brosnan received three incoming phone calls from prospect 2's father before prospect 2 entered the transfer portal on January 2, 2023. These phone calls lasted for a total of 49 minutes. During prospect 2's interview with the enforcement staff, she recalled her father telling her about one of the calls he had with Brosnan in which Brosnan

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

NEGOTIATED RESOLUTION

University of California, Los Angeles - Case No. 020250

August 23, 2024

Page No. 2

expressed that he would love to have prospect 2 at UCLA. Following her entry in the transfer portal January 2, 2023, prospect 2 enrolled at UCLA and competed for the institution.

Recruiting violation.

In addition to receiving education on NCAA rules pertaining to communication with transfer student-athletes, Brosnan was also educated by UCLA's compliance staff regarding off-campus recruiting contact rules, including permissible dates for in-person contacts. While the institution and enforcement staff were investigating the tampering violations, the enforcement staff received information suggesting that Brosnan engaged in impermissible in-person contact with a women's cross country and track and field prospective student-athlete (prospect 3). Specifically, on June 18, 2023, at the Nike Outdoor High School National meet in Eugene, Oregon, Brosnan had a five-to-10-minute conversation with prospect 3, a rising junior, and her high school distance coach. Prospect 3 confirmed the conversation was recruiting in nature.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 12.11.1 and 13.1.1.3 (2022-23)] (Level II)

The institution and enforcement staff agree that from September 16 through December 12, 2022, Brosnan had impermissible communications with the parents of two women's cross country and track and field student-athletes at other NCAA institutions as well as one of the student-athletes without first obtaining authorization through the notification of transfer process. Subsequently, both student-athletes transferred to and competed while ineligible for the institution. Specifically:

- a. From September 16 through December 12, 2022, Brosnan engaged in impermissible communications with prospect 1 and her father on at least 12 occasions before prospect 1 entered the transfer portal December 12, 2022. Brosnan exchanged one text message with prospect 1 and had 11 phone calls with prospect 1's father, five of which occurred within two days before prospect 1 entered the transfer portal. Prospect 1 subsequently committed to UCLA on or about January 3, 2023, and, as a result of the impermissible communications, competed while ineligible in 10 dates of competition.
- b. On December 6 and 7, 2022, Brosnan engaged in impermissible communications with prospect 2's father on at least three occasions via phone calls before prospect 2 entered the transfer portal January 2, 2023. Prospect 2 subsequently committed to UCLA on or about January 3, 2023, and, as a result of the impermissible communications, competed while ineligible in 15 dates of competition.

NEGOTIATED RESOLUTION

University of California, Los Angeles - Case No. 020250

August 23, 2024

Page No. 3

2. [NCAA Division I Manual Bylaw 13.1.1.1 (2022-23)] (Level III)

The institution and enforcement staff agree that June 18, 2023, Brosnan had impermissible off-campus recruiting contact with one women's cross country and track and field prospective student-athlete. Specifically, Brosnan engaged in a five-to-10-minute recruiting conversation with prospect 3 and her high school track and field coach at a track and field meet prior to August 1 of her junior year in high school.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to NCAA Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II – Mitigated.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).

- a. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.1-(e)].
- b. One or more violations caused ineligible competition [Bylaw 19.12.3.1-(f)].

2. Mitigating factors (Bylaw 19.12.4.1).

- a. Prompt acknowledgement and acceptance of responsibility for the violations [Bylaw 19.12.4.1-(b)].
- b. Affirmative steps to expedite final resolution of the matter, including a good faith request for a timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.1-(d)].
- c. An established history of self-reporting Level III or secondary violations (i.e., at minimum, five violations per year for the previous five years) [Bylaw 19.12.4.1-(e)].²

² The institution reported 60 Level III or secondary violations from 2019 to 2024, approximately 12 violations each year.

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES³

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

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

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

1. Probation: One year of probation from **August 23, 2024**, through **August 22, 2025**.
2. Financial penalty: The institution shall pay a fine of \$5,000 to the NCAA.
3. Recruiting restrictions:
 - a. The institution shall prohibit all recruiting communications in women's cross country and women's indoor and outdoor track and field for two weeks (14 consecutive days) during the first two weeks of the fall of 2024 cross country notification of transfer window.
 - b. The institution shall count the impermissible off-campus contact with prospect 3 as one of the permissible contact opportunities and reduce the remaining number of permissible contact opportunities by one.

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

4. Public reprimand and censure through the release of the negotiated resolution agreement.

³ All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the NCAA Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

NEGOTIATED RESOLUTION

University of California, Los Angeles - Case No. 020250

August 23, 2024

Page No. 5

5. Vacation of team and individual records: Ineligible participation in the women's indoor and women's outdoor track and field programs occurred over one season in 2023 as a result of violations in this case. Therefore, pursuant to Bylaws 19.12.8-(g) and 31.2.2.3 and NCAA Committee on Infractions Internal Operating Procedure 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding the affected sport programs, as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected sport programs shall be returned to the Association.

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

NEGOTIATED RESOLUTION

University of California, Los Angeles - Case No. 020250

August 23, 2024

Page No. 6

6. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting legislation.
 - b. Submit a preliminary report to the OCOI by **October 15, 2024**, setting forth a schedule for establishing this compliance and educational program.
 - c. File with the OCOI annual compliance reports indicating the progress made with this program by **June 30th** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting.
 - d. Inform prospects in the women's cross country and women's indoor and outdoor track and field programs in writing that the institution is on probation for one year and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs a National Letter of Intent.
 - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for the women's cross country and women's indoor and outdoor track and field programs. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." With regard to the content of the posting, the institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
7. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's chancellor shall provide a letter to the Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

NEGOTIATED RESOLUTION

University of California, Los Angeles - Case No. 020250

August 23, 2024

Page No. 7

VI. PARTIES TO THE CASE

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

The institution and enforcement staff.

B. Not in agreement with the negotiated resolution.

Brosnan.

C. Not participating in the case.

None.

VII. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that pursuant to Bylaw 19.1.3, the violations identified in this agreement occurred and should be classified as Level II-Mitigated for the institution.

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

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

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the hearing panel will issue instructions for

NEGOTIATED RESOLUTION

University of California, Los Angeles - Case No. 020250

August 23, 2024

Page No. 8

processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

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

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level II-Mitigated for UCLA. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated cases in Figure 19-1 and Bylaw 19.12.7 and the additional penalties available under Bylaw 19.12.9. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises UCLA that it should take every precaution to ensure that it observes the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL
Tricia Turley Brandenburg
Stephen Madva, chief hearing officer
Roderick Perry