



January 17, 2017

VIA E-MAIL: jduncan@ncaa.org

Mr. Jon Duncan
Vice President for Enforcement Services National Collegiate Athletic Association 1082 Alonzo
Watford Sr. Drive Indianapolis, Indiana 46202

Dear Mr. Duncan:

The response by the University of Louisville to the NCAA's Notice of Allegations has been uploaded to the Portal.

In the response, the University acknowledges that violations occurred that it believes were appalling, inexcusable, and not representative of the University, its employees, or its men's basketball program.

The University also concludes that those who were involved in these activities did not want others to know and purposely hid their activities from Head Men's Basketball Coach Rick Pitino.

As President, I affirm the University's commitment to NCAA compliance and believe that the following actions undertaken by the University demonstrate this commitment. The University:

- (i) Contacted the NCAA to alert them to the potential for a NCAA violation at an early stage of its inquiry;
- (ii) Actively participated in the joint investigation;
- (iii) Self-imposed very significant punitive actions in the spring of 2016; and
- (iv) Engaged in independent efforts, with your permission, to uncover other relevant information, such as the source of the funds used for the activities detailed in the allegations.

The University looks forward to discussing this matter further at the in-person hearing in this case.

Sincerely,

Neville G. Pinto Acting President

cc: Joel McGormley (For distribution to COI)



Response to the:

NCAA NOTICE OF ALLEGATIONS

By:

University of Louisville

January 17, 2017

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I. OVERVIEW

A. Overview of Inquiry

1. Initial Information – On August 21, 2015, a former student-athlete contacted the University of Louisville's ("University") Senior Associate Athletics Director/Sports Information Director (SAAD/SID) and reported that an individual from the Indianapolis Business Journal (IBJ) had contacted him to ask about parties in Minardi Hall involving alcohol and dancers. The information included an allegation that former Director of Basketball Operations Andre McGee was involved in making arrangements for these parties. The SAAD/SID contacted McGee and asked whether he was aware of an inquiry from the IBJ or aware of any information about parties and alcohol in the dorm. McGee denied knowing anything about parties or alcohol in the dorm. He did indicate that he was friends with a woman who occasionally brought her daughters to the dorm to socialize with the student-athletes.

On August 31, 2015, an investigative reporter for the IBJ contacted the University's SAAD/SID to make a request to talk with Head Men's Basketball Coach Rick Pitino or Director of Athletics Tom Jurich. While this request was denied, the reporter provided more information, including the name of Katina Powell, and a reference to a book of memoirs. Shortly thereafter, athletics department officials contacted Chuck Smrt with The Compliance Group (TCG) and requested that Smrt interview McGee, as both Smrt and McGee were in the Kansas City area. The McGee interview occurred four days later.

2. Inquiry – Shortly after the McGee interview, Smrt contacted Derrick Crawford with the NCAA Enforcement Staff to alert the NCAA to a potential issue. Smrt informed Crawford that he would be conducting interviews of student-athletes on campus the next week and that he would update the NCAA. At that point, the institution still was determining whether the available information related to potential NCAA violations and/or violations of institutional policies.

In early September, Smrt interviewed approximately five student-athletes and five other non-coaching staff members with the men's basketball program. Smrt updated Crawford following the interviews. At that point, a joint NCAA/University inquiry began. The vast majority of interviews in the case subsequently were arranged by the Enforcement Staff and jointly conducted by the Enforcement Staff and institutional representatives.

It should be noted that the initial on-campus interviews conducted by the institution or jointly with the Enforcement Staff occurred prior to the release of detailed information from IBJ. As

a result, the institution and the Enforcement Staff only had vague allegations to guide their questions for several of the initial interviews that occurred in September.

Regarding the interviews conducted by the institution or jointly with the Enforcement Staff throughout the inquiry, the following approximate number of interviews occurred:

Then Current Student-Athletes at UL	Former Student-Athletes	Recruited but Non-Enrolled Student-Athletes	Former Coaching Staff Members	Current Coaching Staff Members	Others
19	15	20	6	13	24

– In several instances, the same individual was interviewed twice.

Regarding the joint interviews, the Enforcement Staff made the determination that initial joint interviews in the case should focus on current student-athletes who had been recruited by the University, but who had enrolled at other institutions. These interviews consumed the majority of the fall of 2015. First-round interviews of student-athletes then currently enrolled at the University also occurred during that time. In the spring of 2016, the interview schedule expanded to include interviews of former student-athletes, current coaching staff members, and representatives of the institution’s athletic interests.

Significant document requests were made of the institution throughout the inquiry. Further, as will be detailed later in this response, the institution also developed several documents early in the inquiry that greatly assisted in the identification of prospects who made official and unofficial visits (See Exhibit I-1, “Master Chart”).

3. Breaking Cardinal Rules Book is Published – As noted above, on August 31, 2015, an investigative reporter from the IBJ contacted the SAAD/SID to request an interview with Coach Pitino or Athletics Director Jurich. That request was denied by the institution. The institution, however, asked for additional information. As part of this communication, IBJ mentioned that a book would be published in the near future that “would not be favorable” to the University. As a result of these communications, in September, representatives of the University visited the offices of IBJ in order to obtain more specific information. The IBJ provided some general information concerning one prospective student-athlete. (This information was used by the Enforcement Staff and Smrt in their initial interview with that prospect).

On October 2, representatives of the institution again visited Indianapolis to meet with the IBJ. During this meeting, the institution asked for additional information and for time, prior to the book’s publication, to allow it and the NCAA to conduct further inquiries. On that

very evening, IBJ released excerpts from the book to the media, and on the next day, the book “Breaking Cardinal Rules” was released for purchase.

4. Criminal Investigation – Soon after the publication of the book, the Jefferson County Commonwealth’s Attorney’s Office launched a criminal investigation into some of the matters mentioned in Breaking Cardinal Rules. Based upon media reports, subpoenas have been issued in the case. No charges have been filed to date.
5. Litigation and Open Records Requests – Several plaintiffs have initiated litigation as the result of the publication of the book. The individuals include a few of the dancers mentioned in the book who contend that the information in the book regarding them is incorrect. For example, Marquesse Richardson filed an affidavit saying that she was not aware of and was not involved in having sex with any players on the University’s campus, contrary to the allegations in the book. The lawsuit was filed in the fall of 2015 in the Jefferson Circuit Court in Louisville, Kentucky, against Powell, the IBJ, and an IBJ investigative reporter.

The University has also received several Open Records Requests from the media and private citizens since the book was published. Much information has been released, (i.e., telephone records, official visit lists, complimentary admissions, etc.). In addition, the University is a party in one pending lawsuit related to an open records request for documents that the then University President had in hand when the University decided in February 2016 to impose a postseason ban. That case is also continuing.

B. Overview of Allegations and Institution’s Response

1. Overview – The University acknowledges that on multiple occasions from 2010 to 2014, McGee arranged for men’s basketball prospects and/or then current student-athletes to receive an adult entertainment dance, cash for money to tip the dancers, and/or sexual activities. Many prospects and student-athletes were never offered these activities and some who were offered sexual activity declined the offer. Of approximately 200 official and unofficial visits to campus during this time period, the allegations of improper activity relate to 24 prospect visits.

The University believes this behavior is appalling and inexcusable. It is not representative of the University, its employees, or the men’s basketball program. The University is deeply embarrassed by McGee’s actions. Parents of prospective and enrolled student-athletes at the University have every right to expect exemplary behavior from institutional staff members

while their sons (and daughters) are visiting or enrolled in the University, and McGee did not meet those expectations.

2. Extensive Review of the University's Recruiting Practices Yielded No Other Significant Violations – No other significant recruiting violations were discovered in the course of an extensive review of the recruiting practices of the men's basketball program over the past four years.

All allegations in the Notice of Allegations (NOA) relate in some way to McGee's activities in offering recruits and/or student-athletes the opportunity to observe a dance and/or engage in sexual activity. As depicted in Section I-A-2 of this response, numerous interviews were conducted with current and former University student-athletes and with prospects who were recruited by the University but did not enroll. Extensive questions were asked of these student-athletes and prospects by the Enforcement Staff and the University about their recruiting contacts and trips to the campus. Many of the approximately 50 student-athletes and prospects who were interviewed reported no violations at all. Of those who did report violations, nearly all reported being offered adult dances, related cash and/or sexual activity, but nothing else. (A very few reported possible Level III violations, but after additional inquiry, available information did not support the conclusion that any Level III violations occurred).

More specifically, approximately 30 current and former student-athletes were interviewed. Additionally, approximately 20 prospects who were recruited but did not enroll (a standard source of information for the NCAA Enforcement Staff in infractions cases) were interviewed about their recruitment, including their visits to campus. The individuals interviewed made in excess of 60 unofficial or official visits to campus.

The University believes it is significant that a thorough inquiry found only those allegations listed in the NOA, all of which relate to the improper, immoral, and furtive activities of a former staff member who left the University almost three years ago. The University has confidence in the integrity of its men's basketball program and the commitment to compliance of the men's basketball coaches and staff.

3. Allegation #1 – Allegation #1 indicates that during an almost four-year period, McGee arranged for certain impermissible activities that were offered to 17 then men's basketball prospects or enrolled student-athletes, two then non-scholastic men's basketball coaches, and one then men's basketball prospective student-athlete's friend – for a total of 20 individuals. The nature of each of the allegations can be classified into four categories:

- i. Adult entertainment dance;
- ii. Provision of a sexual activity;
- iii. Cash to be distributed by the prospects as tips to the dancers;
- iv. Offer of a sexual activity.

The allegation indicates that these 20 individuals received a total of approximately 40 impermissible benefits, organized into the four categories above. The institution agrees that 37 of the alleged 40 instances of impermissible benefits took place and disagrees with the Enforcement Staff on three of these instances.

The institution’s position is based primarily upon the statements of the involved then prospective or enrolled student-athletes – statements which the institution found to be credible. On the three occasions in dispute, the institution does not believe the available information is reliable. For example, the institution does not believe that the information reported by Powell during her unrecorded interviews or in her journals should be used alone to substantiate an allegation. This will be discussed in greater detail in Section II (Allegation 1) of this response.

The following chart details the prospective and enrolled student-athletes who are named in the allegation and an indication of their enrollment status at the University:

Student-Athlete	Subparagraph	Enrolled at UL (# of Years)
	a	No
	b	Yes
	b, j	Yes
	c	No
	d	Yes /
	e	Yes
	f	Yes /
	g	Yes
	i	No
	i	No
	j	Yes /
	k	No
	l	No
	m	No
	m	Yes /
	n, o	No
	n	No

- 4. Allegations #2 and #3 – These allegations relate to alleged unethical conduct by McGee and then Program Assistant Brandon Williams.

McGee’s unethical conduct allegation relates to his involvement in the violations listed in Allegation #1 and to his refusal to be interviewed or otherwise provide information to the

institution and Enforcement Staff during the course of the joint NCAA/University inquiry. Williams' unethical conduct allegation relates to his failure to provide certain telephone records after his University employment ended.

The University agrees that McGee violated the unethical conduct legislation by his active role in providing impermissible benefits. While the University hoped and expected McGee to cooperate fully in the investigation, it takes no formal position regarding his refusal to cooperate, as he was not an employee of the University at that time, and the University had no responsibility for his actions.

Williams refused to provide all of his requested cellular telephone records. This occurred after he left the University. While the University hoped and expected Williams to cooperate fully in the investigation, it takes no formal position regarding his refusal to cooperate, as he was not an employee of the University at that time, and the University had no responsibility for his actions.

5. Allegation #4 – The Enforcement Staff charges that Coach Pitino violated the head coach responsibility legislation, under which he is presumed responsible for the violations outlined in Allegation #1, because Coach Pitino did not rebut the head coach presumption regarding oversight and monitoring of McGee. The University disputes this allegation. The University believes that Coach Pitino fostered a culture of NCAA compliance within the basketball program and exercised appropriate supervisory oversight of McGee. McGee's furtive conduct was not detectable by reasonable monitoring practices, as McGee purposefully intended to avoid detection.

C. Case Severity

1. General Position – The institution believes that the Committee on Infractions (COI) should find this case to be a Level I-Mitigated case based upon agreed-upon aggravating and mitigating factors.

Regarding Allegation #1, the University acknowledges that the only conclusion to be drawn is that McGee arranged the dances, offers, and sexual activity to assist in the University's recruiting efforts. However, the University does not believe these dances or sexual activities greatly assisted its recruiting efforts. As noted elsewhere in this response, at least one prospect reported that this experience resulted in his disliking the University.

The institution believes that Allegation #1 collectively is a Level I finding. However, it believes that each subparagraph of Allegation #1 is a Level III violation. While the institution acknowledges that the nature of these violations is appalling, the value of the benefit provided is not a large amount. Case precedent indicates that many recent violations processed as Level III had benefits with a similar or even greater value. Below is a chart depicting several of these Level III cases that had an inducement with a similar or greater value:

Case #	Date	Approximate Value of Inducement	General Nature of Violation
943136	10/12/16	\$280	Prospect received free coaching.
929602	8/2/16	\$791.88	Representative arranged for student-athlete to be added to cell phone plan.
927754	7/21/16	\$198.96	Coach bought student-athlete's parent a plane ticket.
842370	9/28/15	\$275 \$385 \$244	Coach arranged summer housing for three incoming prospects with student-athletes, but student-athletes did not require repayment.
840884	10/8/15	\$654.23	Coach bought student-athlete's parent an plane ticket.
810370	4/29/15	\$270 \$225	Coach arranged for two prospects to receive rounds of golf at a local country club.
768006	1/5/15	\$2,165.76	As a prospect and student-athlete, young man received impermissible transportation, meals, lodging, etc.
738161	10/31/14	\$400	Prospect received free cost of summer camp.
709915	9/8/14	\$295.40	Prospect received free housing with current student-athlete arranged by coaching staff member.
539991	3/12/14	\$650	Coach purchased bats for prospect.
435390	9/23/13	\$657	Representative arranged for prospect to have use of facility at no rental fee.
333205	2/27/13	\$1,631 \$298 \$630 \$300	Representative and coach assisted four international prospects with initial housing and transportation arrangements.

Regarding Allegation #2, the institution believes McGee's involvement in the Allegation #1 is a Level I violation for the University. Since McGee was not employed at the University at the time of his failure to cooperate with the NCAA investigation, the institution believes no designation level should be applied to his failure to cooperate.

Regarding Allegation #3, Williams provided his cellular telephone, although the information on his telephone did not cover the entire time period in question. The formal, subsequent requests by the Enforcement Staff for these records occurred after Williams left the University. Williams' response to Enforcement Staff requests made after Williams left employment with the University should not be classified as a level for the University.

Regarding Allegation #4, the institution believes that Coach Pitino did exercise appropriate oversight over McGee, but that no amount of reasonable oversight would have detected

McGee's furtive activities. The University believes that no violation of the head coach legislation occurred.

D. Aggravating and Mitigating Factors

1. Aggravating Factors – The Enforcement Staff has identified four aggravating factors:

- i. Multiple Level I Violations;
- ii. History of Major Violations (1957, 1996, and 1998);
- iii. Person of Authority Condoned the Violations; and
- iv. Willful and Intentional Conduct and Blatant Disregard of NCAA Legislation.

Regarding the aggravating factors, below is the institution's position on each:

i. Multiple Level I violations – The institution believes that Allegations #1 and #2 are Level I.

ii. History of Major Violations (1957, 1996, and 1998) – The institution does not believe that three infractions cases over a 60-year period shows a history of major violations. The last major case was almost 19 years ago. Very few institutions in Division I have not had an infractions case. If the COI interprets one infractions case in the past 20 years as a history of major infractions, nearly all institutions would receive this aggravating factor, and it would have little punitive value. [Of note, in the September 2016 case involving the University of California, Los Angeles, the COI determined that since it had been 18 years since the institution's last major case, this aggravating factor was not relevant.]

The nature of the violations in the previous cases is detailed in Section IV.5 of this response.

iii. Person of Authority Condoned the Violations – This should not be an aggravating factor due to McGee's position and case precedent.

McGee organized this behavior on his own, and he is appropriately being cited for unethical conduct. However, McGee was not a person of authority. He was a then Program Assistant (Graduate Assistant) or Director of Basketball Operations and former representative of the institution's athletics interests who undertook this activity furtively and for his own reasons.

Regarding precedent, the COI has not found this aggravating factor in all cases, including a few in which the involved individual had a position of authority “higher” than McGee. In 2016 alone, the following cases are examples of the COI not citing this aggravating factor:

- University of California, Los Angeles, September 2016 – The associate head football coach was found to have engaged in unethical conduct for his involvement in providing a prospect’s housing and learning services valued at approximately \$2,400. Neither the university nor the associate head coach received the aggravating factor of “person of authority condoned”.
- San Jose State, October 2016 – This aggravating factor was found against the head coach, not the university, for the head coach’s involvement in unethical conduct for various violations of the CARA legislation.
- Louisiana, Lafayette, February 2016 – A then assistant football coach was found to have engaged in unethical conduct by arranging fraudulent entrance exam scores for several prospects. Neither the institution nor the assistant coach received the aggravating factor of “person of authority condoned”. [Of note, while considered a Level I case, the COI noted the violations did not extend beyond the actions of the former coach “whose efforts at concealment were substantial”.]

- iv. Willful and Intentional Conduct and Blatant Disregard of NCAA legislation – The institution agrees that this is an aggravating factor in connection with McGee’s conduct.

2. Mitigating Factors – The Enforcement Staff has listed the following:

- i. Prompt Acknowledgement of the Violations; and
- ii. Established History of Reporting Violations.

The institution agrees with these two factors.

Further, the University believes that an additional mitigating factor of Exemplary Cooperation [19.9.4.f-(1) and (2)] should be added. Specific examples of exemplary cooperation by the institution that provide a basis for this factor are detailed in Exhibit I-2. Below is a summary:

- i. The institution made significant attempts to convince individuals to cooperate:

- The Director of Athletics early in the inquiry initiated a conversation with Legal Counsel for McGee to encourage McGee to interview with the NCAA and institution, regardless of whether the information implicated the University in possible NCAA violations.
 - An institutional representative traveled to Louisville and visited children’s sports camp with the institution’s sports information director to secure commitments from former student-athletes to interview with the Enforcement Staff.
 - An institutional representative attended the NBA Summer League () to confront recalcitrant former student-athletes about the need to interview with the Enforcement Staff.
- ii. The institution made significant attempts to facilitate the inquiry.
- The institution requested materials from the Indiana Business Journal regarding its published book, for the purpose of sharing such materials with the Enforcement Staff, after the Enforcement Staff elected not to request such information.
 - The institution developed and provided to the Enforcement Staff a “master chart” of information relating to: (i) unofficial and official visits, including identities of those present for meals and lodging locations; and (ii) complimentary admissions, including names of all attendees. This single-spaced document totaled over 30 pages and was of significant assistance in the inquiry for not only determining who to interview but also identifying questions to be asked during the interviews.
- iii. The institution made significant attempts to locate a possible source of funds after the Enforcement Staff elected not to further pursue this line of inquiry:
- The institution made numerous contacts with individuals associated with the men’s basketball program.
 - The institution reviewed travel reimbursements, ticket lists, travel manifests, etc. to identify individuals who traveled with the team.
 - An institutional representative pursued rumors regarding possible sources of funds and developed and met with confidential sources.
 - The institution identified and conducted interviews of representatives of the institution’s athletics interests determined to have had the most frequent access to student-athletes and Andre McGee.

E. Summary of Punitive Actions

1. List of Actions – Below are the significant punitive actions that the University voluntarily has or will undertake concerning its men’s basketball program:
 - i. The institution withheld the men’s basketball program from all conference and NCAA postseason competition following the 2015-16 season;
 - ii. The institution reduced scholarships by two during the 2016-17 academic year;
 - iii. The institution reduced the number of recruiting opportunities by 30 by prohibiting any coach from traveling during the April 2016 recruiting period (24 days) and reduced the recruiting travel during the July 2016 recruiting period by six days;

- iv. The institution reduced the number of official visits to provide only a total of ten during the 2015-16 academic year and will provide no more than a total of 16 during the 2016-17 and 2017-18 academic years – a reduction of ten off of the permissible number;
- v. Disassociated McGee permanently from the institution's athletics program; and
- vi. Paid a \$5,000 fine.

2. Rationale for Timing of Actions – The institution will discuss at the hearing the rationale for the imposition of the postseason ban in February 2016 for the 2015-16 season. In short, the institution decided early in the inquiry that, if the available information indicated that violations had occurred, the University would respond quickly and appropriately. In early 2016, after several interviews had been conducted, primarily with prospects who had been recruited but did not enroll in the institution, a pattern appeared, and it was reasonable to conclude that NCAA violations had occurred. At that time, the men's basketball team had a record of 18-4 and 7-2 in the conference and was ranked 13th in the nation. A few weeks prior to the announcement, it had beaten two of the teams that eventually went to the Final Four. The team was beginning to excel and would have been projected by some as a Final Four participant. The University's voluntary decision to withhold the 2015-16 team from postseason competition was a very significant self-imposed penalty that demonstrates its extraordinary commitment to compliance and its voluntary acknowledgement that violations occurred.

II. ALLEGED VIOLATIONS

1. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(e) and 16.11.2.1 (2010-11 through 2013-14)]

It is alleged that from at least December 2010 through July 2014, Andre McGee (McGee), then men's basketball program assistant (2010-11 and 2011-12 academic years), director of basketball operations (2012-13 academic year through April 2014) and representative of the institution's athletics interests while a University of Missouri-Kansas City assistant men's basketball coach (April through July 2014), arranged for and/or provided impermissible inducements, offers and/or extra benefits in the form of adult entertainment, sex acts and/or cash at Billy Minardi Hall (Minardi), a campus dormitory, or Louisville, Kentucky, hotels to at least 17 then men's basketball prospective and/or current student-athletes, two then nonscholastic men's basketball coaches and one then men's basketball prospective student-athlete's friend. The value of the impermissible inducements, offers and/or extra benefits was at least \$5,400. Specifically:

A. Overview of University's Position

1. General Position – As noted in Section I of this response, 20 individuals are alleged to have received impermissible benefits of either a dance, money to provide tips to the dancers, an offer of a sexual act, or a sexual act. Of the alleged 40 impermissible activities (e.g., dance, acts, offers, or cash), the institution agrees with the Enforcement Staff on 37 of these occurrences, but disagrees with the Enforcement Staff on three of the activities. The Enforcement Staff believes the value of these benefits is at around \$5,400, while the University believes it to be around \$4,500, over a four-year period. Of note is that \$805 of this \$5,400 consists of cash provided by McGee to the prospects to be used to tip the dancers, while the remainder is considered the value of the benefits. The institution's position on each subparagraph of Allegation #1 is detailed in Section II.1.D below.
2. "At Least" Language in Certain Allegations – The University requests that the words "at least" in the phrase "from at least December 2010" be stricken from the introductory sentences of Allegation #1 (and Allegations #2 and #4, which relate to Allegation #1). These words suggest that the alleged activities occurred prior to December 2010. If the Enforcement Staff believed and could prove per Bylaw 32.8.8.2 that violations occurred prior to December 2010, the staff should allege those possible violations. If such information does not exist, the allegation should not include a suggestion that such activities occurred prior to this time.
3. Overview of Typical Scenario – The interview transcripts of the student-athletes are contained in the Factual Information. However, the specific scenario that occurred with each prospect did not vary significantly. Typically, on the first or second night of the official or unofficial visit, after the prospects had finished dinner with the coaches or parents, or occasionally attended a party, they would return to Minardi, and McGee would tell them to come to a certain room. (Minardi has two-person rooms and two one-person rooms. The one-person rooms are usually occupied by a program

assistant or basketball operations personnel). Most of the dances occurred in the one-person rooms. For the most part, the prospects were surprised when, after entering the room and being seated, female dancers came out of the bathroom. On at least one occasion, McGee asked a prospect

, if he wished to hang out with a girl that evening (See FI-42, December 2, 2015, interview, page 31), but no mention was made of a dancer.

The number of total dancers varied by event; however, there were usually two to four. The dancers typically performed individual dances, although they occasionally would dance together. Some student-athletes reported that the dancers took off all their clothes, while some reported they took off clothes down to their bikinis. On a few occasions, McGee handed the prospects money in order to give to the dancers as tips or cash was available in the room for distribution by the prospects to the dancers. At the end of the dancing, McGee often would direct a prospect to another room in Minardi. Soon thereafter, one of the dancers would appear, and if the student-athlete consented, a sexual activity would occur. Some student-athletes reported that they refused the offer of sexual activity.

According to Powell, McGee paid her around \$250 to \$300 to bring the dancers and \$80 to \$150 for side deals between the dancers and the prospects (See FI-1, Powell November 17, 2015, interview, page 3). Powell (and one of her daughters) was the only individual to report that she was paid for this dancing or sexual activity.

The dances were usually for prospects. Student-athletes might have been around before or after and talked to Powell or the dancers. Powell typically did not dance.

The University does not detail in this response the specific information reported by each student-athlete during their interview about the impermissible activities. This is due to the acknowledged violations and the fact scenario being similar for nearly all of the prospects and/or student-athletes. Nevertheless, the institution frequently cites the applicable page number from individual student interviews in the Factual Information (FI).

4. Monetary Values in Allegation – The allegation does not state that McGee paid Powell for the dances or sexual activity; it states only that these benefits had a certain value. The allegation contains an estimate of the value of the inducement or benefit, with \$250 being used as a value of a dance and \$80 as a value of a sexual activity. The Enforcement Staff determined these values based upon Powell's testimony. However, in some subparagraphs of Allegation #1, a larger amount is used, which appears to be based upon Powell's journals. As detailed later in this section of the response, the University has significant concerns about Powell's testimony and journals.

Nevertheless, the University accepts the values placed on these activities by the Enforcement Staff as approximately \$250 as a value of a dance and \$80 as a value of a sexual activity. It does not believe it is beneficial to debate the value of each specific activity. The University will work with the Enforcement Staff prior to the hearing on developing agreed-upon values of inducements and benefits for the agreed-upon subparagraphs of the allegations.

As noted above, the allegation does not indicate that McGee paid Powell, so the institution takes no position on whether McGee paid Powell on each occasion that is detailed in Allegation #1. While the institution believes it is likely that Powell did not undertake all of these activities without being paid, it was alleged and acknowledged that Powell's daughter (Abraeshea Moorman) met prospective student-athlete _____ on one occasion for sexual activity, and she did not ask for nor receive payment. Further, on one occasion, Powell allegedly used McGee's tickets to a home basketball contest as payment.

The amount of money provided by McGee to the prospects for tipping the dancers was estimated primarily based upon interviews of the prospects. Some recalled a very specific amount, while others either may not have counted the money or recalled a possible range (e.g., \$40 to \$60). For those who indicated a range, the Enforcement Staff has used the lesser value in the allegation.

5. Source of Funds – As noted above, the allegation does not allege that McGee paid Powell for the dances or the sexual activities. The amount of \$5,400 in the allegation relates to the value of recruiting inducements or extra benefits. The amount of actual cash provided to prospects by McGee totals around \$805. Nevertheless, the institution undertook significant efforts to determine the source of funds, regardless of the actual amount. These efforts related to: (i) reviewing institutional records to identify any internal sources of funds; and (ii) identifying individuals outside of the University who may have had access to the program. The University also reviewed the distribution of student host funds, although the assistant coach with primary recruiting responsibility for the prospects distributed the student host money. McGee usually was not involved in that responsibility.

Regarding internal records, the institution reviewed camp records, internal booster group funds, travel requests, and reimbursements, etc. It believes that no internal funds were utilized for any of the cash acknowledged in Allegation #1.

Regarding the identification of individuals who have access to the program, the institution reviewed travel manifests, complimentary admissions, etc. It also talked with several individuals who had a relationship with coaching staff members or knowledge of the program. No information was

reported that suggested a specific individual provided funds to McGee. The University also reviewed McGee's income, and the results of this review will be discussed in Section I.B.2 below.

B. Andre McGee

1. Background – The University recruited McGee from Canyon Springs High School in Moreno Valley, California. He enrolled at the University full-time in the fall of the 2005-06 academic year. He was a guard on the men's basketball team and averaged significant playing time throughout his career, starting approximately 57 games during this period. He lived in Minardi for at least four years during his undergraduate career.

Upon exhausting his athletic eligibility and receiving his undergraduate degree, McGee played professional basketball for one year in Europe during the 2009-10 academic year. He obtained the position of Program Assistant at the University at the start of the spring 2010 semester and remained in that position for two years. The program assistant position is very similar to a graduate assistant position. McGee was enrolled in graduate school for these two years and earned his graduate degree in the spring of 2013. He was elevated to the position of Director of Basketball Operations in the spring of 2012 and retained that position until he left the University in April 2014. He had a room at Minardi during at least three of the four academic years in which he held these positions. (It was reported during interviews that he might have also rented an apartment for a period of time during one of these four years). He had already been hired by the University of Missouri Kansas City as an Assistant Men's Basketball Coach in July 2014 when he was involved in the activities concerning prospective student-athlete [redacted] and [redacted]. McGee was suspended by [redacted] and left UMKC shortly after IBJ's publication of the Katina Powell book.

2. Compensation – Since various amounts of money were mentioned in the Breaking Cardinal Rules book, the institution reviewed the compensation provided to McGee by the University during the years he worked for the University. Exhibit II-1 is a chart depicting this remittance.

As an overview, while a Program Assistant, McGee received room and board (one meal a day) at Minardi and tuition for the courses in which he was enrolled. During this time, he also received a stipend of \$1,500 per month for ten months of the year. While a Director of Basketball Operations, he received a salary of \$100,000 plus an annual bonus. Based upon the rooming list, he stayed in Minardi for three years and would have received room and board at no cost.

Since McGee was not interviewed later in the inquiry, it is unknown whether he received financial assistance, especially during his Program Assistant employment, from any family sources. He also

previously had played professional basketball in Europe.

3. McGee's Involvement in the Impermissible Activities – Some student-athletes placed McGee in the room when dancing occurred. Some student-athletes indicated he entered the room but then left. One student-athlete indicated McGee was singing lyrics and appeared excited during the dancing (See FI-9, . . . 5, interview, page 22). Powell reported that McGee “would pop the bands and begin throwing around the cash during the shows” (See FI-2, Powell March 7, 2016, interview, page 6). During her first interview, Powell reported that McGee attended one of her private shows that was not affiliated with the University and that he paid extra to sit in the VIP suite for this party.

Since McGee was not interviewed later in the inquiry, the institution does not know his motive for undertaking these activities. No information was reported during interviews or during the inquiry that these dances or sexual activity persuaded a prospect to attend the University. In fact, at least one prospect said that it clouded his opinion of the University (See FI-24, . . . interview, pages 33 to 34). No prospects reported that they asked to have an adult dance or sexual activity.

The University considered whether McGee's standing at the University would increase in relation to his recruiting efforts; however, the flaw in this logic is that McGee did not and could not tell Coach Pitino about the activities that McGee was undertaking. Further, in Coach Pitino's view, McGee was not responsible for recruiting. During Coach Pitino's interview, he said “None of it makes sense because if we got Player A, he [McGee] gets no credit at all. He wouldn't even get an attaboy, you know, good job. He gets nothing” (See FI-60, Pitino April 26, 2016, interview, page 68).

4. McGee's Interview in September 2015 – McGee was interviewed by Smrt on September 4, 2015. At that time, the institution had received very limited information from IBJ, and it was approximately one month prior to the release of the book. Since McGee was in Kansas City, Smrt and McGee had an in-person conversation. McGee was (and remains) represented by personal legal counsel, who was present via telephone for the interview. At that time, the criminal investigation had not yet begun.

McGee was asked “who is Katina Powell?”, and he responded that she was a “friend of mine”. He indicated that Powell was a fan of the University's basketball program and had been a friend of his for a long time, including during his playing days (See FI-91, Page 16). (Powell said she met McGee in 2010 at the first show). McGee said Powell would visit the dormitory and “hang out” and that he also saw her at a night clubs in the city. He indicated he talked to her on the telephone about

twice a month, and she came to the dorm on less than five occasions a year. He said she never stopped by but only visited the dorm on his invitation. She sometimes brought her three daughters, although all of them did not visit at the same time.

Regarding the activities that occurred, McGee was asked what happened when Powell and her daughters visited the dorm, and McGee responded that Powell would “hang out with him” and that since the daughters were friends of some of the players, the daughters went to hang out with them. McGee stated that Powell and her daughters might have met prospects if the prospects were hanging out with the student-athletes in the dorm (See FI-91, page 22). McGee believed this interaction between prospects and the daughters occurred on one to two occasions a year.

McGee indicated he often did not leave the dorm when prospects were present because he had to make sure that “nothing happened as far as the players or the prospects” (See FI-91, page 23). He reiterated that the student-athletes knew the daughters, although he did not know if the student-athletes had a dating relationship with the daughters. He indicated that he may have asked Powell to bring her daughters to the dorm if the student-athletes asked him to ask Powell to bring the daughters. He replied “not to my knowledge” when asked whether Powell brought any of her friends to Minardi (See FI-91, page 25).

McGee specifically denied giving Powell any workout gear, T-shirts, shorts, clothing, money, or transportation (See FI-91, pages 25 to 26). He denied ever giving her anything in any fashion that had a material value (See FI-91, page 35). He said he gave Powell two tickets to a game for her birthday. He recalled no issues ever arising with security personnel at Minardi when Powell or her daughters visited, including any noise issues. McGee reported that he had not communicated in any fashion with Powell since he left the University in April 2014.

McGee stated he was not aware of any sexual activities or massages provided by Powell or her daughters to student-athletes. He specifically denied Powell’s daughters or anybody providing any dances or massages for the student-athletes or prospects. More specifically:

FI-91, Page 31

CS: Did you ever arrange sex for prospects when they came on a visit?

AM: Absolutely not.

CS: I meant with Katina or friends, but I will make it even more generally, with anybody?

AM: Absolutely not.

McGee refused all subsequent interview requests as his counsel indicated that McGee would not

interview while being a potential target of a criminal investigation.

5. Billy Minardi Hall

- a. Overview of Minardi – Minardi is a suite-style, all male, residence hall constructed in 2003 on the University's campus. It has 20 rooms over two floors, with 18 two bedroom, two bath, suites and two single suites. The building also includes a computer center with printers, game room, conference room, theater room, dining room, lounge area, etc. It has a special meal plan for residents that includes approximately 100 meals per academic year. The theater room often is used by coaches to review game or practice film. Similar to all University dormitories, it has a 24-hour visitation policy.

Minardi is named after Coach Pitino's brother-in-law, who died in the 911 tragedy in New York. As a tribute to him, Coach Pitino solicited donations to build the dorm that would house the men's basketball student-athletes and other students. Representatives of the University's athletic interests and non-representatives donated funds for the building.

The residents of Minardi include men's basketball student-athletes, some students affiliated with the men's basketball team (i.e., managers) and other students not affiliated with the men's basketball team. All men's basketball student-athletes, regardless of class standing, live in Minardi. The NCAA Enforcement Staff conducted a review of Minardi's arrangements in 2014 and took no further action after the University self-reported a Level III violation concerning potential differences in registering for Minardi housing between student-athletes vs. non student-athletes. (This violation resulted from a non-functioning link on the University's website).

Prospects on official visits to the University often would reside for the night in Minardi, usually in one of the single, one-person suites. Some prospects who made unofficial visits over two days spent the night in Minardi. The prospects were not charged for an overnight stay while on an unofficial visit, as it was University policy to allow general prospective students to spend the night in a University dorm at no cost. No meals in Minardi were provided to prospects on unofficial visits, and prospects on official visits generally did not eat at Minardi.

The front entrance to Minardi faces east and is located on Fourth Street. The rear entrance, which includes some reserved parking spaces, faces west, and leads to a circular driveway where individuals can be dropped off. The south side of the building contains the two stories

of rooms, while the north side has two stories for the eating area, conference rooms, etc. The remainder of the parking for residents is on the south side.

Minardi was managed by EDR, Inc., which is one of the largest developers, owners, and managers of collegiate housing communities in the nation. EDR's contract for managing Minardi will end later this year, and the University itself will assume responsibility for student housing in Minardi. At the University, EDR has managed several dorms, including Minardi, for a number of years. EDR also contracts with outside agencies to provide certain services such as security.

McGee lived in the following types of room during his four years, first as Program Assistant, then as Director of Basketball Operations:

<u>Year</u>	<u>Type of Room</u>
2010-11	Double (No Roommate)
2011-12	Single
2012-13	Not in Residence
2013-14	Single

- b. NCAA Compliance and Minardi – The institution fully understands the potential NCAA compliance and other risk factors involved in housing all men's basketball student-athletes in Minardi. However, while having all men's basketball student-athletes living at Minardi could present some challenges, the University continues to believe the benefits outweigh the challenges. As mentioned by Senior Associate Director of Athletics for Compliance John Carns, Minardi is a compliance person's "dream" because you are not worried about "who's paying their rent", there is security, and basketball staff live in the dorm (See FI-73, Carns April 26, 2014, interview, page 32). Since all men's basketball student-athletes live in one location, the men's basketball office has assigned personnel from the basketball office to reside in Minardi and provide supervision. During three of the four years of the allegations, McGee was one of the primary individuals assigned this responsibility.
- c. Supervisory Personnel Assigned by the Housing Department – Besides individuals from the men's basketball staff providing supervision, EDR, through its relationship with the University, also provided supervision.

A resident assistant (RA) was assigned by EDR to live in the dorm. RA #1 was employed by EDR to work as an RA at Minardi during the 2009-10 academic year and a portion of the 2010-11 academic year when, upon his graduation, he was replaced by RA #2. He was interviewed jointly by the institution and the Enforcement Staff. RA #1 said he was not

aware of McGee bringing women into Minardi, other than his girlfriend who was a UofL student (See FI-69, RA #1 February 9, 2016, interview, page 27). RA #1 said he never heard of any adult entertainment or sexual activities provided to student-athletes or prospects while a RA at Minardi. He reported "...it's very, very shocking given the fact that I lived there" (See FI-69, Page 42).

RA #2 is currently employed by EDR to serve as an RA at Minardi. RA #2 began some duties at Minardi in the fall of 2010, when he also was a live-in RA at another dorm. In January 2011, he moved into Minardi as a RA and has been the RA since that time. The athletics department has no role in assigning or approving the appointment of the RAs. The athletics department did not interview RA #2 prior to his appointment (See FI-54, RA #2 February 9, 2016, interview, page 4).

RA #2 was interviewed during the very early stages of the inquiry by an institutional representative and jointly by the institution and the Enforcement Staff later in the inquiry. In response to a question asking whether there were any issues with McGee while McGee was living in the dorm, RA #2 stated that "there were a couple of noise issues as far as listening to music too loud" (See FI-54, RA #2 February 9, 2016, interview, page 20). RA #2 said that when he went to address those noise complaints, McGee opened the door. RA #2 specifically indicated that he never saw anyone in McGee's room that was dressed in lingerie or swimsuit-type outfits (See FI-54, page 34). RA #2 reported that when McGee brought in more than one woman "a couple of times", McGee would have signed in his guests. He thought that the maximum number of women that McGee brought to Minardi at one time was two or three. RA #2 was shown a picture of Katina Powell from the book, and he did not recognize her (See FI-54, page 24).

The institution notes the following regarding the RAs:

- RA #2 reported that the RA's responsibility is to make rounds at night, walking through all the common areas, including the living area hallways (See FI-54, Pages 46 to 48); and
- The RA completes an incident report if an issue arises at Minardi. The institution obtained and provided to the Enforcement Staff a copy of the incident reports filed during this four-year period, and none appeared to relate to Allegation #1.

- d. Security Precautions – Similar to many dorms on the University's campus, Minardi had several security precautions, including a security guard, alarmed exit doors, cameras

overlooking certain areas, and access to the building only through a certain measure (a punch-in code for the first years of the allegations and a biometric hand sensor and code during the later years of the allegations).

Regarding the alarmed exit doors, on the first floor, there are a few exit “fire alarm” doors that would trigger an alarm if someone entered or departed through any of these doors. One of these doors led from the south side parking lot to the first floor rooms. The doors can be opened for 15 seconds without the alarm sounding. A key could turn off the alarm. During the time of the allegations, there were three keys to the alarmed exit doors, of which two were assigned to EDR. A men’s basketball staff member living in Minardi possessed the third key until the policy changed in the fall of 2015. The men’s basketball staff currently does not have access to keys for these alarmed doors.

Regarding access to the building, when a resident entered the building from the east or west sides (the main or rear entries), the resident would walk through an exterior door. Once into the exterior vestibule, the resident was required to punch in a code to enter the lobby area. In 2014, the system changed from a code only to a biometric hand scanner and code. Once inside the second door, the resident would be met by an individual behind the security desk, depending upon the time of day. (This desk is manned generally from 10pm to 8am. The RA often managed the desk until midnight, while the security guard was stationed at the desk for the remainder of the time). Minardi is the only dorm with the biometric hand scanner. It is necessary to place a hand on the scanner and also insert a code. This prevents a resident from providing the security code to a guest to enter the building.

Regarding security procedures, EDR contracted with Andy Frain Services to provide security personnel at Minardi from 2006 to 2012. In January 2013, EDR contracted with Brantley Services, who merged in the spring of 2015 with Universal Protection Services.

The sign-in procedures for guests visiting residents at Minardi has evolved. During the 2010-11 academic year, residents were expected to sign in their guests on the guest log (See FI-54, RA #2 February 9, 2016, interview, page 6). Guests were not required to show identification to any RA or security guard, if they were on duty. In the fall of 2014, a new process was developed that required the guests to present identification to the person behind the desk. The RA or guard would then sign in the guest in the log with the resident’s name, guest’s name, room number, time in, and time out. Brantley or Universal routinely provided the sign-in/guest logs to EDR, which typically did not retain the sheets. Upon the request from the University for the sign-in sheets for the time period of the allegations, EDR searched its

files and located sign-in sheets only for the period of April 14 to August 23, 2014, and December 6, 2014, to January 2015. These are the only sign-in sheets that currently exist that cover the time period of the allegations.

The on-duty security guard also completed a daily service report (DSR) that listed who came in and out of the building or any other information of note. Since the security guards are hired by a private company and the DSR was a company requirement, the DSRs were not forwarded to the RA or the University's housing office. Requests were made to the security company for the DSRs. The only DSRs available for the time period of the allegations relate to calendar year 2014, except that no DSRs were available for the period of November 5, 2014, to December 19, 2014.

Regarding security cameras, approximately 14 cameras are utilized to record various areas of Minardi. A monitor showing the views from the 14 cameras is placed in the front desk area, approximately five to eight yards from the front desk. In order to view the monitor, the person sitting at the front desk needs to turn almost totally around. In order to see a specific screen, the person needs to move closer to the monitor. Several cameras are located in the common areas. Two show the alarmed emergency doors on the north and south sides of the building on the first floor. Two show a portion of the first floor and second floor hallways. When the inquiry began, no video was available for the period of the allegations.

- e. Information Reported by Current and Former Security Guards – Some current and former security guards were interviewed as part of the inquiry, and they reported no knowledge of dancers coming into the dorm.

SG #1 is a former security guard at Minardi. He was an employee of Brantley and was stationed at Minardi from approximately January 2013 to August 2015. He did not work on weekends. He reported no knowledge of seeing dancers. He never heard of adult dancers coming to the dorm before the book was published (See FI-61, SG #1 January 14, 2016, interview, pages 14 to 15 and 22). He recalled McGee having guests, but it was usually not more than one. He did not know if the exit doors were alarmed. He had to turn his chair around and walk over to the screen to view the security cameras.

SG #2 is a current security guard. He is an employee of Universal and has been stationed at Minardi since approximately March 2013. He was interviewed early in the inquiry by an institutional representative and later in the inquiry jointly by the Enforcement Staff and University. He indicated that he worked from 10pm to 6am, Monday through Thursday, or

12am to 8am, if he worked Friday, Saturday, or Sunday. He believed that, in his three years at Minardi, he had been in the first or second floor room areas on only one occasion. He never heard of any information about adult entertainment or sexual activities occurring in the dorm, and he did not recall seeing Powell in the dorm (See FI-57, SG #2 January 12, 2016, interview, pages 28 and 32). SG #2 reported that he could not recall McGee having women in the dorm or having many guests (See FI-57, pages 19 to 20).

C. Credibility of Powell

1. Enforcement Staff's Use of Powell Information in Allegation Subparagraphs – As noted in Section I of this response, there are 40 alleged instances of impermissible activities, consolidated into four areas – dances, sexual activities, cash for tips for the dancers, and offers of sexual activities. The institution agrees with 37 of those 40 and disputes three of them. For those the institution is disputing, the institution disagrees with what appears to be the Enforcement Staff's reliance on Powell as a source of information to support the allegations.
2. General Position – The University's position on Powell's credibility is that the testimony she provided, similar to other witnesses interviewed by the Enforcement Staff or an institution in any infractions case, should be corroborated. While having concerns about Powell's credibility, the University notes its acknowledgement of almost all of the Enforcement Staff's allegations. The institution has the following more specific concerns regarding Powell:
 - a. Her counsel did not allow her to be tape recorded – During her two interviews, the NCAA and institutional representatives took notes. An interview summary was prepared, which she reviewed, revised, and signed. It would have been more helpful to have the actual wording of the questions and answers from the interview.
 - b. She has written a book and has a motive to sell books – The more sensational the information in the book, the more likely more books would be sold. She also has appeared on several national television shows (e.g., The View, Outside the Lines) to promote her book.
 - c. Her memory was inexact – She placed individuals in certain situations when they could not possibly have been involved. When challenged, she would back off her statement. Below are a couple of examples that occurred during her interviews:
 - i. During her November interview, she indicated that her first show was in the fall of 2010 and that student-athlete opened the door to the dorm for her and about five other girls. When Smrt told her that was not enrolled in 2010, she said that she had a recollection of eyes, but it must have

not been on that occasion. (See FI-1, Powell November 17, 2015, interview, pages 3 to 4).

- ii. During her March interview, she indicated that McGee told her that she needed to take care of _____ and _____ during _____ in _____ and that his job depended on it. She was reminded that McGee _____ at that time, and she speculated that McGee was trying to get back to the University (See FI-2, Powell March 7, 2016, interview, page 2).

- d. She identified specific student-athletes as participating in dances or sex, but the student-athletes denied it – During both interviews, she listed prospective or enrolled student-athletes who were present at the dances or who had sex with the dancers. However, the following student-athletes refute these contentions:
 - i. _____ – During her first interview, she said that _____ watched dances when he was a student-athlete. During his January 15, 2016, interview, _____ indicated he never watched dances and was not aware of them. When confronted with this information during her second interview, Powell stated that she thought _____ was a tall African-American. When she was shown his picture, she realized that _____ was white, and she stated that “I must have confused him with someone else, cause’ that guy was not at any show” (See FI-2, Powell March 7, 2016, interview, page 5).

 - ii. _____ – During her first interview, she indicated that _____ both received sexual activities (See FI-1, Powell November 17, 2015, interview, pages 6 to 7). However, during their interviews, both _____ denied any sexual activity (See FI-7, _____ interview, page 20, and FI-11, _____ October 8, 2015, interview, page 28), and the Enforcement Staff appears to rely on their testimony in supporting allegations in which they are involved. Also, both _____ received limited immunity from the COI and had significant incentive to provide truthful information.

- e. She made statements that she was out to get the University – Powell reported that she kept a journal for many years of her life. During her second interview, she was asked to respond to a statement in a journal entry dated August 23, 2012, that she was “waiting for the right time to take these bastards down”. She indicated “that was just my thoughts”, that she did not begin writing the journals to write a book, and that she just wanted to protect herself (See FI-2, Powell March 7, 2016, interview, page 4). Below are entries in the journals that are

contrary to the above statement and illustrate that it was her intent to write a book to hurt the institution – not just to protect herself:

- Aug 23rd 2012 3:43pm I promise, I'm waiting on the right time to take these bastards down. I have made thousands off these...and plan on making more. I just have to be smart and patient as well. [See FI-4, IMG_4417.JPG]
- Sept 4, 2012 Its to the point where I am about to say to hell with McGee, the players, the coaches, just U of L period. I can't wait to get there and snap pics of everything. When it's not at U of L I can't take pics. All I can do is document everything in my book, and pray that (if) shit hits the fan that my book will save me and prove that this shit (illegal shit) is truly on them. [See FI-4, IMG_4424.JPG]
- December 29, 2012 I have to come up with a way for both of us to make some money before I write my tell all book. [See FI-4, IMG_4392.JPG and IMG_4393.JPG]
- October 22nd 2013 – Yesterday I heard from my brother Tony that someone said that I was gonna take down U of L with the books that I write in. First of all I'm far from scared. U of L did what they did by asking me to bring girls to the campus. I'm only guilty of bring girls to the dorms to bring in new recruits. Look from the beginning U of L asked me to do this. Now everybody wants to know am I going to snitch on them. I wouldn't call it snitching, I would call it login everything to keep my ass safe and to protect me (naw really). I wrote it for whateva I chose to write it for. I don't have to explain anything to anyone but God, that's my protector, so it is what it is. [See FI-4, IMG_4377.JPG]
- March 2015 – I just wanna expose people for who they really are. [See FI-4, IMG_4444.JPG]

It also should be noted that during the March 28, 2016, interview of Abraeshea Moorman, one of Powell's daughters, in response to a question about Powell's motivation to write the book, Moorman stated that her mother was motivated by money. She added that she knew her mother intended to write the book about the adult dance shows and sex side deals because her mother said it all of the time. (See FI-46, Moorman March 28, 2016, interview, page 6).

- f. She alleged that she attempted to provide information to the NCAA – She indicated that she “Googled” the NCAA number and told the individual that answered that she had a story about a university exchanging sex and money for new recruits. She said the individual responded that they were not interested in taking the information and that they are “not allowed to take outside stories” (See FI-1, Powell November 17, 2015, interview, Page 8, and text in FI-34).

She said the NCAA was the reason that she wrote the book (even though the journals contain entries about writing a book several years before then). She said that if she could have given the information to the NCAA, she would not have written the book (See FI-1, page 8). The institution finds it unlikely that the NCAA did not wish to take such

information or that she would have not written the book since her journals referenced several times over the years her intent to write a book.

3. Journals

a. General Concerns

- i. Overview – In addition to the institution's general concerns about Powell's credibility, the institution has specific concerns about the use of her journals to support any of the allegations. The institution's specific concerns regarding the journals are: (a) it did not have the ability to review the journals, only photograph them; (b) there was no analysis by the NCAA or the institution of who wrote the journals or when information was inserted; and (c) it is not sure if it had access to all journal entries regarding the University.
- ii. Reviewing the Journals – On November 17, 2015, NCAA staff members Mark Strothkamp and Nate Leffler and Smrt interviewed Powell and one of her daughters (Lindsay) in the law offices of her attorney, Larry Wilder, in Jeffersonville, Indiana. Following that interview, Wilder presented the NCAA with five journals that Wilder represented were written by Powell. The journals had tabs on certain pages that Wilder said were placed by Cady from the IBJ and that these tabbed pages contained information about the University. Wilder allowed the NCAA to take pictures of those pages, and Smrt watched as they were photographed by Strothkamp. There was no time for the NCAA or Smrt to read every page of each journal to decide if other pages had information relating to the University of Louisville. At that point, Wilder said additional access to the journals would be available in the future, so the decision was made to at least photograph the pages with tabs. The photographs of the pages were placed on the Box custodial site by the NCAA, each photo having a .JPG number (See FI-4). The typed information in this response attributed to the journals was taken from these photos.

b. Specific Concerns

- i. No possession – As noted above, the only review of the journals occurred at the end of the first Powell interview when the Enforcement Staff and institution were provided limited time by Wilder to review them. Neither the institution nor the Enforcement Staff had time to read any of the journals in their entirety or confirm

that the pages were the only entries in the journals that concerned the University, even though her legal counsel promised additional access in the future.

- ii. No testing of the journals – Powell indicated that she made all entries into the journals unless her daughters made a few (See FI-1, Powell November 17, 2015, interview, page 3). However, no handwriting analysis was undertaken by a graphologist or handwriting expert retained by the NCAA or University. Further, some texts suggest that Powell obtained information from McGee and subsequently inserted that information into the journals (See FI-34, June 10, 2013, text message from Powell to McGee regarding . Therefore, it is not known whether some information inserted in the journals relate to when the activities actually occurred or just when they were entered.
- iii. Concern that the institution did not have access to all of the journal entries regarding Louisville – Wilder reported that the pages were tagged by Cady, while Powell said she highlighted the pages in her journal regarding the University (See FI-1, Powell November 17, 2015, interview, page 3). Nevertheless, when the Enforcement Staff took pictures of the journals, the only pages that were photographed were those that were tabbed. The University has a concern that at least one other page was not tabbed that related to the University. In February 2016, an article was written by WDRB reporters Eric Crawford and Rick Bozich (<http://www.wdrb.com/story/31174813/crawford-bozich-an-inside-look-at-katina-powells-journals>) who indicated they had the opportunity to review the journals. They commented on a July 21, 2011, entry that indicated, “My goal is Rick Pitino, that is where the money is”. This page or entry was not tabbed (or highlighted) in the information provided following Powell’s first interview.

4. Compliance Activities

- a. Overview – The University’s Department of Athletics has a strong compliance program in place and engages in regular and extensive monitoring and educational activities, as detailed below.

The activities in Allegation #1 occurred during unofficial or official visits. Several forms are required to be completed for these visits. The Enforcement Staff and institution devoted a significant amount of time reviewing these forms for numerous prospects who made visits

during this four-year period. These forms are listed below and summarized and examples are attached as Exhibit II-2.

- b. Official Visit Policy – The institution’s current official visit policy, which is the same policy that was utilized during the time period of the allegations, includes language prohibiting adult entertainment. More specifically, the written official visit policy explicitly prohibits:

Attendance at adult entertainment facilities, use of escort services, exotic dancers, or the use of sex as a recruiting tool.

Exhibit II-3 is a copy of the policy from the 2013-14 Student-Athlete Handbook, although this language has been the same over the past few years.

This policy: (a) has been included in the Student-Athlete Handbook since at least 2000; (ii) is reviewed at student-athlete rules education sessions; (iii) is contained in the On-Campus Recruiting Visit Policy for the Recruitment of Prospective Student-Athletes required per NCAA Bylaw 13.6.1 and provided annually to the head coach in each sport; and (iv) is part of the Student Host Brochure. This brochure initially was prepared around 2007-08 and was annually distributed to each sport to be provided to student-athletes with hosting responsibilities. Starting in 2016-17, this brochure was provided in specific student-host rules education sessions held with student-athletes from each sport who have hosting responsibilities. It also is included in Exhibit II-3.

- c. Official and Unofficial Visit Forms – As noted above, certain forms are to be completed depending upon the type of visit. A few are signed by the student host and a few by the prospect. McGee typically would not have signed the forms, as he was not the coach who was recruiting the prospect.

- i. Official Visit Forms – The following forms are to be completed for official visits:

- Official Visit Approval Form
- Official Visit Itinerary/Requisition Form
- PSA Declaration Form
- Student-Athlete Host Instructions Form

Two of these forms relate to Allegation #1 – the Student-Athlete Host Instructions Form and the PSA Declaration Form. Two versions of the Student-Athlete Host

Instructions Form were used by the men's basketball staff during this time period. One version included an area that indicated "You and the recruit you are entertaining cannot participate in any of the following activities". Under that statement, the student host was required to place his initials next to each of the following:

- Consume alcohol and/or illegal drugs/narcotics;
- Engage in gambling activities or adult entertainment activities (e.g., adult entertainment clubs, escort services, etc.); and
- Enter drinking establishments requiring individuals to be 21 years of age.

The second version of the Student-Athlete Host Instructions Form did not include the statement to be initialed by the student host. Of the nine prospects on official visits in Allegation #1, the student host form was located for eight of the visits. For all of the eight, the second version, without the language detailed above, was utilized. Nevertheless, those student hosts would have discussed or received the official visit policy during rules education sessions, in the Student-Athlete Handbook, and in the Student-Athlete Host Brochure.

It should be noted that some student hosts may not have known about the prospects interacting with the dancers, as some student hosts and prospects reported that the student host dropped the prospect off at Minardi after dinner and left to be with their friends.

The PSA Declaration Form includes language in which the prospect affirms that he did "not receive cash for entertainment purposes during the official visit". Allegation #1 includes six occasions of a prospect receiving cash from McGee to provide to dancers. Of those six occasions, three prospects were on unofficial visit, and three were on official visit. Of the three prospects on official visits, two declaration forms were discovered, and both were signed by the prospect indicating that they did not receive cash.

ii. Unofficial Visit Forms – The following forms are to be completed for unofficial visits:

- Unofficial Visit Record
- Men's Basketball Unofficial Visit Record

These forms are similar to those used by other institutions and request information about individuals who accompanied the prospect, use of complimentary admissions, etc. No questions on these forms relate to adult entertainment.

- d. Rules Education – Rules education was provided to coaching staff members and student-athletes.

Regarding coaching staff members, during the period of the allegations, the men’s basketball staff received sport-specific rules education on approximately four to five occasions each academic year. This included instruction on procedures for official and unofficial visits and what activities could and could not occur during these visits. The University does not believe that these violations occurred as a result of a lack of knowledge of NCAA legislation. McGee knew his behavior was contrary to NCAA legislation.

Regarding the student-athletes, during the period of the allegations, the student-athletes received rules education on NCAA recruiting legislation in the fall and in the spring. Also, as part of the student host responsibility, the Compliance Office discussed the permissible and impermissible activities surrounding a prospect’s visit with the student-athletes during the fall rules education session each year.

D. Institution’s Position on Each Subparagraph within Allegation #1

- 1. Subparagraph a –

- a. *During then men's basketball prospective student-athlete*
unofficial visits to the institution, McGee arranged for
and/or provided , at least \$510 in impermissible inducements at Minardi in the
form of at least \$40 in cash, females performing two striptease shows (\$310) and sex acts
(\$160). [NCAA Bylaw 13.2.1]

The University AGREES with the information in this subparagraph, as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	University's Position
Show	X (\$310)	Yes (\$310)	NCAA violation occurred
Cash	X (\$40)	Yes (\$40)	NCAA violation occurred
Act	X (\$160)	Yes (\$160)	NCAA violation occurred
Offer	N/A	N/A	N/A

The institution acknowledges that during his two visits, _____ received the benefit of two shows, approximately \$40 in cash, and sexual activities on each of two occasions. The institution's position is based upon information provided by _____ which is corroborated, in part, by prospective and enrolled student-athlete _____. The institution agrees with the value of \$510.

Regarding the information the University is utilizing to develop its position, during his interview, _____ reported information regarding the two shows (See FI-5, _____ interview, pages 23 to 26 and 37 to 42) and the sexual acts (See FI-5, pages 26 to 28 and 42 to 44). _____ reported that he received between \$40 and \$50, in one-dollar denominations to provide to dancers on one occasion (See FI-5, page 40).

Several prospects made unofficial visits during the weekend of _____ including _____ who eventually enrolled at the institution. _____ participation in a show on this weekend is included in Allegation 1(e).

2. Subparagraph b – _____

b. *During then men's basketball prospective student-athlete _____ official paid visit to the institution, McGee arranged for and/or provided (1) at least \$650 in impermissible inducements at Minardi, which included \$400 in cash to _____ and then men's basketball prospective student-athlete _____ and females performing a striptease show (\$250) and (2) an \$80 offer to _____ that he declined, in the form of a sex act with a female adult entertainer. [NCAA Bylaw 13.2.1]*

The University AGREES with the information in this subparagraph concerning _____ as depicted in the box below, and that violations of NCAA legislation occurred. However, the University DISAGREES with the information in this subparagraph concerning _____ as depicted in the box below. Since the information relating to _____ is in conflict and does not meet the standard of Bylaw 19.7.8.3, the institution asks that the Enforcement Staff withdraw this portion of the allegation.

	Alleged	Agreed by Institution?	Our Position	Alleged	Agreed by Institution?	Our Position
Show	X (\$125)	Yes (\$125)	NCAA violation occurred	X (\$125)	No (\$125)	Available information does not substantiate
Cash	X (\$200)	Yes (\$200)	NCAA violation occurred	X (\$200)	No (\$200)	Available information does not substantiate
Act	N/A	N/A	N/A	N/A	N/A	N/A
Offer	X (\$80)	Yes (\$80)	NCAA violation occurred	N/A	N/A	N/A

The institution acknowledges that during [redacted] official visit to campus, he was provided a show, approximately \$200 in cash, and was offered sexual activity.

Regarding the information the University is utilizing to develop its position, during his interview, [redacted] reported information about the show, cash, and offer (See FI-7, [redacted], interview, pages 16 to 20). At the time of his interview, [redacted]

At the beginning of his interview, [redacted] was informed that he had received limited immunity from the chair of the Division I COI. As background, [redacted] enrolled in the University in [redacted] and remained at Louisville until [redacted]. The University also notes that [redacted] reported that he committed to the coaching staff on the Friday before the show on Saturday (See FI-7, page 23).

In her first interview, Powell indicated [redacted] watched dancers and had sex, but she was not sure if this occurred when he was a recruit or after enrollment. As noted in the allegation, [redacted] denied having sex during his interview in which he was granted limited immunity.

[redacted] was interviewed by Smrt on [redacted]. At that time, [redacted] and the Breaking Cardinal Rules book had not been published. [redacted] was enrolled at the University of Louisville from [redacted] until [redacted]. [redacted] was contacted on several occasions during the spring of 2016 by the institution and Enforcement Staff, but he did not return telephone calls, including one in which he mentioned he would return the call in a few minutes.

While the institution agrees [redacted] was provided a show, cash, and declined an offer of a sexual activity, the institution believes insufficient information exists to support that [redacted] received a show and cash during this weekend.

[redacted] is mentioned on two occasions in the NOA – 1(b) and 1(j). Allegation 1(b) relates to him being present, while a recruit, for a dance and receiving \$200 in [redacted]. In Allegation 1(j), it is alleged that he was present for a dance when he was the student host for [redacted]. During his [redacted] interview, [redacted] reported that he was present for a dance on one occasion. Since [redacted] places the dance during [redacted]

official visit, the institution is acknowledging the dance in Allegation 1(j). If confirmation of presence at a dance is used in subparagraph (b), although he said it was when the University does not believe he should be used in subparagraph (j).

The institution's position regarding _____ is based upon:

- i. _____ statement that he saw a dance (show) on only one occasion;
- ii. _____ Confusion by _____ during his interview about who was present for this show and his statement that the shows happened often during his enrollment; and
- iii. _____ lack of specificity regarding the receipt of money by _____.

Regarding _____ statement, during his telephone interview, _____ acknowledged one occasion when he was present for a dance and believed it occurred during the visit of _____ (See FI-27, _____, interview, pages 7 to 10). He also indicated that money was present, but he did not know the source of the money that was provided to the dancers (See FI-27, pages 6 to 7, 9 to 10, and 12 to 13).

Regarding _____ confusion on who was present in the room, _____ initially indicated that _____ was with him, as _____ followed him into the room a short time after he arrived (See FI-7, page 17). A few minutes later in the interview, he again reiterated that no one was in the room except for him and _____ (See FI-7, page 21). However, he then adds that he remembered meeting _____ possibly during that visit _____ was not on an official visit in _____ eventually enrolled in _____, but University records indicate that he did not move into Minardi until _____. Further, later in the interview, in response to a question if there were any other players in the room, _____ stated "I want to say that _____ was there. I really do want to say _____ was there because of the time period..." (See FI-7, page 26). Further, _____ was asked whether there were any other recruits visiting the institution at that time, and he indicated "_____ was on a recruit when I was on my recruit":

FI-7, Page 27

NL: Were there any other recruits visiting the institution at the same time you were?

No sir, I think _____ was on a recruit when I was on my recruit.

NL:

It's just so long ago.

NL: Was he there during the show?

I remember, yea, he was because I remember when I first saw him was at the gym that same day. Well, not the same day, the first day.

NL: But he was there that evening for the show?

Yes, sir.
NL: Did he also receive money?
I want to say yeah.

The allegation does not include [redacted], did not graduate from high school [redacted], did not make an official visit until [redacted], and did not enroll at the institution until the [redacted]. He was not on campus during this weekend.

[redacted] is then told by the interviewers that they do not want him to guess about whether [redacted] was in the room and received money. [redacted] responds, "I'm not quite sure then. I don't want to say yes then" (See FI-7, page 28).

The institution concedes that [redacted] had a very vivid recollection of being present for the show, and the institution acknowledges that as a violation. However, he initially indicated [redacted] was the only other person there but then attempts to put [redacted] also in the room. Such possible placement of others in the room who were not on campus indicates a lack of specific recollection of others, which provides a lack of credible information in order to include [redacted] in the finding.

Regarding the money provided to [redacted] allegedly by McGee, the institution acknowledges McGee's provision of money to [redacted]. It does not believe there is sufficient detail provided by [redacted] about the money allegedly given to [redacted]. Below is information from the interview. [redacted] did not provide direct information that he actually saw McGee provide money to [redacted] as he reported that "I think Andre did give him some money". He also indicated during his interview that [redacted] had some of his own money:

FI-7, Pages 19 to 20

NL: Ones? Did [redacted] receive any money?
I know – yeah, I think Andre did give him some money but he had some of his own, too.
NL: How much money did Andre give [redacted]?
I want to say like 200.
NL: Did you use all the money during the show?
Yeah.
NL: So you had \$2 to \$300 all in ones?
Yeah, just like ones, like, 100 ones in one, 100 ones in another one.

FI-7, Page 26

SK: What color was the wrapping, do you remember?
I want to say blue and it just said like \$100.
SK: And you got two or three of those, you're not –
Two of them.
SK: Two of those? Okay. And you thought that [redacted] got the same –

Yeah, just about the same amount. He had his own money too.

This is the only information from _____ that suggests McGee was the source of money to

recalled during his interview that for the dance in which he was present, money was being thrown at the dancers. He did not receive any money, and he does not know the source of the funds. Below are the segments of the transcript from that telephone conversation:

FI-27, Pages 6 to 7

...That's what I seen and any money I seen was thrown on the floor and people wasn't forced to do nothing. Wasn't no money handed to them by McGee that I didn't see. I didn't see McGee hand nobody nothing and, sir, to be honest with you, that's just true like I said. Strippers came, they danced and they left and that's it. Money left that I seen was left on the floor and was being collected by the owner's daughter. To my knowledge, at the time, she was her daughter. She was collecting the money from them and that's the only money that was in hand that I saw with my eyes at that time, sir.

FI-27, Page 10

CS: Saturday night, okay. Now I think you said this before, but you do...did you see Coach McGee give any money to the girls?

No sir, I didn't. The only money that I seen that was thrown, that was about the only money I've seen. It was thrown at the females, that was from the players that wanted to do that, and people that was there that wanted to do that.

FI-27, Page 12

Yeah, I didn't see that. Like I told you, I didn't see McGee hand money to the lady that owned the dancers. I never seen that. The only money I seen was on the ground that was thrown to the strippers. Now, if he did do that, probably did, but if it comes out that he did, I hope that it won't do nothing _____, but on the other hand, I feel like he never. I didn't see that, but if he did do it, then I'm going feel like I said. It'd probably be before or after on a sneaky move that, gee, I don't know, like I said.

FI-27, Page 13

All I saw was money on the ground that was thrown to the strippers, and I didn't see McGee hand no money over to no lady.

All I saw was you know money that was thrown to the strippers on the ground sir.

Regarding attendance at other shows after enrollment and who was present, in Allegation #1, the institution acknowledges other shows were arranged by McGee for prospects after the _____ show. _____ indicated that he was aware there were other visits by dancers to the dorm, although he never witnessed any of the other shows because he had a girlfriend (See FI-7, page 28). As indicated above, Allegation 1(j) alleges that McGee arranged for prospective student-athlete _____ and then student-athlete _____ to

receive a show. _____ was not interviewed, and _____ is the source of this information, which the institution is acknowledging, based upon the institution’s interview with _____. It should be noted that _____ was listed as a student host for _____.

During her two interviews, Powell said _____ had sex and watched dancers as a prospect and as a student-athlete, although no specific dates were provided (See FI-1, Powell November 17, 2015, interview, page 3, and FI-2, Powell March 17, 2016, interview, page 4).

3. Subparagraph c – _____

c. *During then men's basketball prospective student-athlete _____ unofficial visit to the institution, McGee arranged for and/or provided _____ at least \$165 in impermissible inducements at Minardi in the form of at least \$40 in cash and females performing a striptease show (\$125). [NCAA Bylaw 13.2.1]*

The University AGREES with the information in this subparagraph concerning _____ as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	Our Position
Show	X (\$125)	Yes (\$125)	NCAA violation occurred
Cash	X (\$40)	Yes (\$40)	NCAA violation occurred
Act	N/A	N/A	N/A
Offer	N/A	N/A	N/A

The University acknowledges that during a visit in _____, _____ received a show and approximately \$40 in cash from McGee for the dancers. _____ reported that during his _____ visit, McGee directed him to a room in which there was a chair with cash sitting on it. Approximately three dancers came out and performed. McGee became excited and started singing along. _____ recalled _____ also being in the room. (See FI-9, _____ interview, pages 19 to 23)

4. Subparagraph d – _____

d. *During the _____ McGee arranged for and/or provided _____ student-athlete _____ at least \$100 in extra benefits at Minardi in the form of females performing a striptease show. [NCAA Bylaw 16.11.2.1]*

The University DISAGREES with the information in this subparagraph concerning _____ as depicted in the box below, and believes that no violation of NCAA legislation

occurred:

	Alleged	Agreed by Institution?	Our Position
Show	X (\$100)	No (\$100)	Available information does not substantiate
Cash	N/A	N/A	N/A
Act	N/A	N/A	N/A
Offer	N/A	N/A	N/A

The institution does not believe that sufficient information exists to warrant a finding that [redacted] received a \$100 benefit by viewing a show. The allegation is that the benefit was received by watching a show, not that he might have been around the dancers before or after a show.

The institution has acknowledged numerous occasions in Allegation #1 for dancing, offers, cash, and sexual activities. However, it does not believe that the information regarding [redacted] is credible, persuasive, and of which a reasonably prudent person relies upon in the conduct of serious affairs. The institution believes this is a “reach” by the Enforcement Staff in a case where the institution has acknowledged numerous occasions of activities and has been willing to make the tough decision that violations have occurred, when the existing information warrants such a decision. Since the information relating to [redacted] was in conflict and does not meet the standard of Bylaw 19.7.8.3, the institution asks the Enforcement Staff to withdraw this subparagraph of the allegation.

No information was reported that [redacted] participated in any sexual activities. In her interview, Powell reported that her daughter, Rod-Ni, provided [redacted] a no-sex massage (See FI-1, Powell November 17, 2015, interview, page 5). [redacted] denied this, as well as Precious Burnley, a dancer who was present on one occasion when [redacted] was around (according to Burnley).

The institution believes the allegation should not be found due to the: (i) conflict of information between the involved parties, primarily relating to the length of time [redacted] was around the room; and (ii) date of this activity.

Regarding the length of time, as a summary:

- [redacted] indicated he was in the room for only five minutes;
- Burnley initially indicated [redacted] was in the room the entire time, but later indicated that he

probably left before it ended but “wanted to say he was there until the very end”;

- Former prospect and enrolled student-athlete indicated initially that was there for “a second” and then later indicated was there 30 to 40 minutes;
- Powell reported was present an extended period but specifically places it on another date.

The following information was reported by regarding the length of his stay in the room:

FI-65, Interview, Page 9

One party there was women around in their, you know, lingerie and clothes and, I mean, I think it was heading that way but I wasn't there long enough to actually be a part of it.

FI-65, Pages 10 to 11

NL: Describe for us what was going on, what happened, how you wound up in that room, that sort of thing.

Just one of the nights, you know, they said they were going to have a party at Minardi, just at the dorm, and I just happened to walk down there and from what I remember it was just a dark room, just music was playing and just, you know, girls in there dancing and kind of walked in there for about five minutes, stuck around and just left, went back upstairs to my room and don't really remember too much about it. I mean, I recall from the night is just there was a ton – I don't think – want to say there was a ton of people but, I mean, I feel like there was more women than guys in there. I don't remember all the guys that was in there with me. I remember was with me but that's about it.

FI-65, Page 12

-- I mean, I just – I don't recall him ' doing pretty much anything, just dancing and just, you know, just having fun. I mean, you know, I've played alongside so I, you know, recognize, you know, he's just enjoying himself and, you know, he was the main person I saw that night. You know, like I said, there could have been other people there as the time went on but I wasn't there for that long to recall.

NL: I guess originally. Did they start when you got there, were they already in lingerie or did they eventually get to lingerie?

No, when I got there they was already in lingerie.

FI-65, Page 14

NL: When you left, did leave at the same time or did he stay?

No, he stayed. I left pretty much earlier.

NL: And you stated when you arrive the party had already started, correct?

-- Yeah, I'm not – I mean, you can ask my teammates, I'm not really a big partier. I just came down, show face and pretty much left. So I really don't know too much about it.

FI-65, Page 15

NL: And after you were there for five minutes, you never saw them over there again?

-- No, huh-uh. I never recognized any of or seen them.

The only direct information from interviews that implicates in a dance in is from

Burnley. She indicated that [redacted] was there for around 45 minutes. The University has a concern that the primary individual being used by the NCAA to support the allegation (Burnley) regarding the length of time [redacted] was present in a room is recalling an event that occurred five years ago. The interview also occurred after the publication of the book, which included a picture of [redacted] in the hallway at Minardi with a dancer. Burnley also is a plaintiff in a lawsuit against Powell about the use of her name and picture in the book.

Below are excerpts from her interview transcript:

FI-66, Precious Burnley Interview, Page 13

NL: And when [redacted] was there, was he there for the whole show?
Yes.
NL: And was [redacted] one of the individuals providing tips to the women?
He wasn't tipping – I don't think he was tipping and I believe – do believe it was everyone else in the room tipping.
NL: But he was there for the whole show? And then –
Yes.

FI-66, Page 14

NL: And I think that was pretty much – and you said [redacted] didn't tip during the show – did not?
He didn't tip but was there the whole time.
ST: And when you say the whole time, how long did the show last?
About 45 minutes.

FI-66, Page 15

ST: And they left the room and you said that some of the – at least some of the gentlemen left the room too.
Uh-huh.
ST: And you don't know which of the guys left?
--- I don't know at all.
ST: You don't know if [redacted] was one of those guys?
- I want to honestly say that he probably really left before it ended. But I want to say that he actually probably left at the very, very end – very, very end, like he – I know for a fact he wasn't involved in leaving with them but I did not – I know one of the guys was white. I don't know if I – I wouldn't recognize him if I seen him now but he was white and it was like two black guys and then

[redacted] made three visits to campus – unofficial visits on [redacted], and [redacted] and an official visit on [redacted] (The allegation places the dance in [redacted] provided conflicting information about the length of time [redacted] was present, and he may have confused dates. During his interview, regarding his [redacted] visit, he initially reported that [redacted] was present for only a “second”, but approximately 40 pages later in the interview transcript, [redacted] reported that [redacted] was there for 30 or 40 minutes.

reported that during his visit, "peeked his head in". Below are the excerpts from interview:

FI-11, Interview, Page 26 [Visit]

NL: Were any of those players in the room during the show?
A couple of them would, you know, come in and peak their head in. I remember came in for a second, came in for a minute, peaked his head in was not enrolled and made an official visit to campus on . And it seemed like the – the – the dancers already knew them so they would say like, hey, how's it going, stuff like that. And then they would just go about their – go about their business.

FI-11, Page 42 Visit]

NL: What did – did any of the players come in to the room during the striptease with you? Same thing as last time. like, guys just peeked their head in and say what's up. I know did, did, walked down with me, and then he ended up leaving, so, you know, people just peeked their head in and just see what was going on.

FI-11, Page 64 [Visit]

NL: Or that have – or were there in the past. Any – any student – when the show happened or shows when they happened, in addition to prospects at the shows and , were there any other student-athletes who were enrolled at the institution also participating in the shows or watching the shows?
On my visit, came in for about 30 or 40 minutes. came in. came in for a little bit.

NL: When came in was that on your visit?
Yes. ! was an enrolled student-athlete at time of visit and not a prospect on a visit]

NL: Was that the same visit where you were playing video games with him before going down?
Uh-huh.

Regarding the date of this activity, conflicts exist between entries in one of the journals and information reported by the involved parties. The allegation indicates that this dance occurred in the , and records indicate that visited around

One of the journals describes a visit that occurred when the dancers and Powell saw

This journal entry was not dated, but it was between and

The entry specifically identifies Burnley as being one of the dancers who came.

Powell's comments regarding extended time period in the room related to

However, Burnley indicated there was only one occasion that she went to a party with Powell on the University's campus (See FI-66, page 10), although she could not remember the date or year. Burnley did not go to the dorm in where Powell places in the room for an extended period.

As noted above, Burnley is a plaintiff in a lawsuit with several other dancers against Powell and the IBJ. In an affidavit provided to the institution and the NCAA by counsel for Burnley, Burnley indicated she only attended one party on campus and was not aware of any sexual

interaction between players or other people at the party.

Since the issue is the length of time in which _____ might have been observing the dancers as opposed to being present and _____ the institution notes that the Enforcement Staff and University obtained a joint interpretation during the investigation involving a current student-athlete and his observation of one of the parties.

The Enforcement Staff and the institution submitted an agreed-upon statement of facts to the Academic and Membership Affairs staff (AMA), which was based on the representations made by a student-athlete during his interview. The student-athlete reported that he exited his bedroom, walked through the common living area, and exited his dormitory room. As he was exiting his dormitory room, the student-athlete witnessed women removing their clothing and dancing in bikinis near two prospects. The student-athlete did not stop and watch the dancers but walked directly out of the room. Based upon the submitted facts, the AMA staff determined that the student-athlete did not receive any benefit and there was no violation of the NCAA extra benefit legislation.

5. Subparagraph e – _____

e. *During then men's basketball prospective student-athlete _____ unofficial and _____ official paid visits to the institution, McGee arranged for and/or provided _____ at least \$335 in impermissible inducements at Minardi in the form of \$25 in cash, females performing two striptease shows (\$310) and an \$80 offer to _____ that he declined, in the form of a sex act with a female adult entertainer. [NCAA Bylaw 13.2.1*

The University AGREES with the information in this subparagraph concerning _____ as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	Our Position
Show	X (\$310)	Yes (\$310)	NCAA violation occurred
Cash	X (\$25)	Yes (\$25)	NCAA violation occurred
Act	N/A	N/A	N/A
Offer	X (\$80)	Yes (\$80)	NCAA violation occurred

Regarding a brief overview of the information that the University is utilizing to develop its position, during his interview, _____ reported that he observed dancing on two occasions, received money on one occasion, and was provided an offer of sexual activity on one occasion, which he declined.

reported that he attended the [redacted] on an unofficial visit in [redacted] (his unofficial visit records indicate an [redacted], visit). [redacted] described receipt of cash, watching the dancers, and being provided the opportunity for a sexual activity (See FI-11, [redacted] interview, pages 22 to 28). [redacted] reported that during his second visit in [redacted], he had a dance with just two girls, that McGee did not give him any money, and there was no offer of a sexual activity (See FI-11, pages 40 to 43).

The institution notes that [redacted] received limited immunity from the COI prior to his interview being conducted.

6. Subparagraph f–

f. *During then men's basketball prospective student-athlete [redacted] official paid visit to the institution, McGee arranged for and/or provided [redacted] at least \$480 in impermissible inducements at Minardi in the form of at least \$100 in cash, females performing a striptease show (\$140) and sex act (\$240). [NCAA Bylaw 13.2.1 [redacted]]*

The University AGREES with the information in this subparagraph concerning [redacted] as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	Our Position
Show	X (\$140)	Yes (\$140)	NCAA violation occurred
Cash	X (\$100)	Yes (\$100)	NCAA violation occurred
Act	X (\$240)	Yes (\$160)	NCAA violation occurred
Offer	N/A	N/A	N/A

[redacted] left the institution [redacted] During his recruitment, he took an official visit on [redacted] Upon its publication, the book indicated that a [redacted] made a visit in [redacted] attended high school [redacted] The institution began efforts in [redacted] to request an interview with [redacted] but he initially declined. The Enforcement Staff undertook some efforts, and the institution and Enforcement Staff collectively took additional efforts during the [redacted] An interview was scheduled on at least one occasion when [redacted] elected not to appear. An interview eventually was scheduled and occurred on [redacted] and [redacted] was [redacted] during the interview.

Regarding a brief overview of the information that the University is utilizing to develop its position, during the initial portion of the interview, when asked whether he had ever been present when adult entertainment occurred, [redacted] told his client not to answer the

question. An off-the-tape discussion occurred regarding + refusal to allow his client to answer questions. The NCAA and institutional representatives continued asking questions, and neither nor provided direct answers. eventually acknowledged being present for a show (See FI-14, , interview, page 32) and acknowledged receiving about \$100 (See FI-14, page 35). When asked on another occasion whether he had any sexual activity with a dancer, asked to leave the room. At that point, he acknowledged having sexual activity with one of the dancers (See FI-14, page 37).

The allegation places the value of this show at \$140. It is believed the Enforcement Staff used this amount because on this occasion, Powell said McGee provided her his seats for a home basketball game. McGee had four seats that were valued at \$35 each.

[As part of its inquiry, the institution reviewed the tickets provided to men's basketball staff members. McGee was provided four hard season tickets prior to each season when he was the Director of Basketball Operations and two hard season tickets while serving as Program Assistant. These season tickets were provided in advance, and there was no record of to whom McGee gave these tickets, assuming McGee did not leave them at the will-call window for pick up.

The University also reviewed all of the complimentary admission records, including all coaches and men's basketball student-athletes and any others provided at the will-call window for home and away games during the four years in which McGee was a member of the men's basketball staff. No tickets were provided to Powell. Powell indicated that the tickets given by McGee to these two games around this time period were the only occasions when McGee gave her tickets.]

The allegation places the value of the sexual activities at \$240. The Enforcement Staff previously utilized a value of an act at \$80. The University places the value of these activities at \$160, not \$240.

7. Subparagraph g –

- g. *From the academic year through the McGee arranged for and/or provided at least \$205 in extra benefits at Minardi to then men's basketball student-athlete in the form of females performing at least one striptease show (\$125) and sex act (\$80). [NCAA Bylaw 16.11.2.1 ()]*

The University AGREES with the information in this subparagraph concerning as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	Our Position
Show	X (\$125)	Yes (\$125)	NCAA violation occurred
Cash	N/A	N/A	N/A
Act	X (\$80)	Yes (\$80)	NCAA violation occurred
Offer	N/A	N/A	N/A

It should be noted that _____, received limited immunity from the COI. He attended Louisville from the _____ through _____. He _____

Regarding a brief overview of the information that the University is utilizing to develop its position, during his interview, _____ specifically recalled that his sexual activity with a dancer did not occur during his official visit or his recruitment (See FI-17, _____ interview, page 27). There was some uncertainty as to when this occurred, but _____ specifically placed it after his enrollment. He believed it might have been his _____ (See FI-17, page 16). He could not remember who was in the room for the dance (See FI-17, page 18).

During his interview, he initially reported that he paid back approximately \$80 to McGee. Later in the interview, he was not sure and did not believe that he reimbursed McGee (See FI-17, pages 24, 25, 26, 30, and 31).

8. Subparagraph h –

h. *During then men's basketball prospective student-athlete _____ unofficial visit to the institution, McGee arranged for and/or provided _____ and _____ at least a \$120 impermissible inducement at a Louisville hotel in the form of a sex act with a female escort. [NCAA Bylaw 13.2.]*

The University AGREES with the information in this subparagraph concerning _____ as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution	Our Position
Show	N/A	N/A	N/A
Cash	N/A	N/A	N/A
Act	X (\$120)	Yes (\$80)	NCAA violation occurred
Offer	N/A	N/A	N/A

The institution agrees that McGee arranged for _____ to receive a sexual activity with a female escort. The institution’s position is based upon a receipt from _____ with a check in of _____, and departure of _____, and Powell’s identification of _____ from pictures shown to her during her March 7 interview.

During her March interview, Powell reported that she had a sexual activity with _____ : (See FI-2, Powell, March 7, 2017, interview, page 4). She also was shown three photographs during the interview, and she identified _____ as the individual who she had sexual activity with _____. In one of her journals, the following was written:

_____, money paid by McGee for a _____ name was _____.

_____ had a close relationship with him, and paid for the young man’s transportation to campus.

During his interview, _____ denied anyone coming to his room and having a sexual activity (See FI-18, _____, interview, pages 11, 14, 22, and 29).

[As mentioned in Section I of this response, the institution believes that Powell has some credibility issues, one of which is not being careful or not having the ability to recall some very specific information that occurred years before involving sexual activities, especially in light of her acknowledged numerous sexual activities as detailed in the Breaking Cardinal Rules book. For example, regarding this allegation, she indicated that she had two sexual activities with _____ but they did not occur on the same weekend. She reported it was within the same week, but not the same day or weekend. _____ was only in Louisville for two consecutive days.]

9. Subparagraph i – _____

- i. During then men's basketball prospective student-athletes _____ and _____ ! official paid visit to the institution, McGee arranged for _____ and/or provided at least \$660 in impermissible inducements at Minardi in the form of \$200 in cash to _____ , females performing a striptease show (\$300) and sex acts (\$160) with [NCAA Bylaw 13.2.1 _____]

The University AGREES with the information in this subparagraph concerning _____ as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	Our Position	Alleged	Agreed by Institution?	Our Position
Show	X (\$150)	Yes (\$150)	NCAA violation occurred	X (\$150)	Yes (\$150)	NCAA violation occurred
Cash	X (\$200)	Yes (\$200)	NCAA violation occurred	N/A	N/A	N/A
Act	X (\$80)	Yes (\$80)	NCAA violation occurred	X (\$80)	Yes (\$80)	NCAA violation occurred
Offer	N/A	N/A	N/A	N/A	N/A	N/A

Regarding a brief overview of the information that the University is utilizing to develop its position on _____ , during his interview, _____ reported information about the show and the \$200 cash he received (See FI-22, _____ , interview, Page 22). He discussed during his interview the women brought into the room and what they were wearing, dancing, and receipt of \$200 (See FI-22, pages 29 to 34).

Regarding a brief overview of the information that the University is utilizing to develop its position on _____ during his interview _____ discussed the dance he received (See FI-24, _____ interview, pages 17 and 24) and the sexual activity (See FI-24, pages 27 to 28).

Of note is that _____ reported that the deciding factor for him not to go to Louisville was the dance and sexual encounter (See FI-24, page 33). _____ reported that he was “not someone that really enjoys something like that” that it “made him kind of awkward, like feel awkward”, “it kind of turned me off about the school” (See FI-24, page 34).

10. Subparagraph j – _____

- j. During then men's basketball prospective student-athlete _____

official paid visit to the institution, McGee arranged for and/or provided _____ and then men's basketball student-athlete _____ at least a \$350 impermissible inducement and extra benefit at Minardi in the form of females performing a striptease show. [NCAA Bylaws 13.2.1 and 16.11.2.1]

The University AGREES with the information in this subparagraph concerning _____ and _____ as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	Our Position	Alleged	Agreed by Institution?	Our Position
Show	X (\$175)	Yes (\$125)	NCAA violation occurred	X (\$175)	Yes (\$125)	NCAA violation occurred
Cash	N/A	N/A	N/A	N/A	N/A	N/A
Act	N/A	N/A	N/A	N/A	N/A	N/A
Offer	N/A	N/A	N/A	N/A	N/A	N/A

The Enforcement Staff alleges the value of the dance to be \$350. This is contrary to its position in nearly all of the allegations in which it valued the dance at \$250. This \$350 value appears to be based upon the journals. The University does not believe the journals should be utilized and agrees with a value of \$250.

_____ took an official visit on _____ and he eventually enrolled at the University in _____. He remained at the institution through _____. The institution made several attempts to interview _____ however, on approximately February 8, 2016, _____ told the institution's SAAD/SID that he was not willing to interview with the institution or the NCAA.

_____ also is mentioned in Allegation #1(b). In that allegation, _____ indicated that he and _____ received a dance during _____'s visit to campus. _____ was interviewed via telephone on _____, prior to the book being published. During that interview, he indicated that he received a show on one occasion when he was the student host for _____.

The University is disputing Allegation #1(b), and its response to 1(b) details the information _____ reported about the occasion he received a dance.

It appears that _____ was the student-athlete that had more interaction with the dancers than any other. This was evidenced by comments made by several student-athletes and pictures in the book. While he might have had more communication, it does not necessarily mean that he was present for many dances. _____ indicated that he was present for one dance, which he believed to be during _____ visit.

Below is information from the journal allegedly from that time period. There is no mention of specific student-athletes, and it appears it was written prior to the activity, so it is unclear if it occurred:

\$200.00 for dancers, \$150.00 for me = \$350.00 – Got a phone call from McGee asking me do I have 2 females that's down to... Of course you know I'm gonna use T-Mama and Quease. Were suppose to meet at the boys dorm @ 10:30-11:00.

11. Subparagraph k –

- k. During then men's basketball prospective student-athlete unofficial visit to the institution, McGee arranged for and/or provided at least \$100 in impermissible inducements at Minardi in the form of a female performing sex acts. [NCAA Bylaw 13.2.1]*

The University AGREES with the information in this subparagraph concerning as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	Our Position
Show	N/A	N/A	N/A
Cash	N/A	N/A	N/A
Act	X (100)	Yes (\$80)	NCAA violation occurred
Offer	N/A	N/A	N/A

Regarding a brief overview of the information that the University is utilizing to develop its position, during his interview, reported that he was provided a female for sexual activities through the arrangements of McGee (See FI-28, interview, pages 40 to 41). said he did not pay the girl and never heard any mention of it, although it was his understanding that McGee paid (See FI-28, page 43).

Regarding the amount of money, the institution believes the Enforcement Staff should use the amount of \$80 instead of \$100, as that is the amount used in nearly all other allegations. It appears that the \$100 is coming from the journal entry below.

(\$300.00 \$600.00 total)...McGee paid me \$600.00 cash money, \$100 for T to...the one guy who's name I have yet to get (but I will). \$100 Marquease...the new recruit. \$100 Rod-Ni...the tall dark guy who's always joking on how fast a...& he was the second one done. Lame ass... Once again that left McGee who knew that for the right we could have got it poppin (jus kidding). He tried, but he wouldn't be McGee if he didn't. That's my...for real. I have to come up with a way for both of us to make some money before I write my tell all book.

The institution notes that this activity with occurred during the prospect's juni

At that time, he had been recruited by several institutions. He committed to _____ He noted during his interview that he did not believe that Louisville wanted him as badly as some of the other schools recruiting him (See FI-28, pages 45 to 46). Coach Pitino confirmed during his interview that _____ was not a highly recruited prospect for the University.

12. Subparagraph 1-

1. *During then men's basketball prospective student-athlete unofficial visit to the institution, McGee arranged for and/or provided _____ friend, at least \$450 in impermissible inducements at Minardi in the form of females providing a striptease show (\$250) and sex acts (\$200). [NCAA Bylaw 13.2.1*

The University AGREES with the information in this subparagraph concerning _____ as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	Our Position	Alleged	Agreed by Institution?	Our Position
Show	X (\$125)	Yes (\$125)	NCAA violation occurred	X (\$125)	Yes (\$125)	NCAA violation occurred
Cash	N/A	N/A	N/A	N/A	N/A	N/A
Act	X (\$100)	Yes (\$80)	NCAA violation occurred	X (\$100)	Yes (\$80)	NCAA violation occurred
Offer	N/A	N/A	N/A	N/A	N/A	N/A

The institution acknowledges that _____ received a dance and both received sexual activities. While the institution acknowledges that these activities occurred based upon the similar statements of _____ regarding the dance and sexual activities, some confusion exists on the date (or visit) that it occurred. The allegation indicates that this occurred in _____ do not place the activities during that visit. It appears the Enforcement Staff is basing it upon text messages and journal entries by Powell. Regardless of the date, the University is acknowledging the violation.

_____ attended 1

_____ He received a verbal offer from the institution in _____

of the events regarding the dance and sexual activities was very similar to (See FI-31, , interview, pages 12 to 16).

One of the reasons for the difficulties with dates is that made numerous unofficial visits to Louisville reported that he received a dance and sexual activity (See FI-30, interview, page 19), and he believed that this activity occurred during the during a visit with his mother and that included watching a portion of the institution’s football game. believed that the activities occurred during a visit that took place during See FI-31, page 6), which was the year and was on a basketball game weekend (See FI-31, page 19). said he had never been on a visit to a football game (See FI-31, page 20).

13. Subparagraph m –

m. During then men's basketball prospective student-athletes official paid visit to the institution, McGee arranged for and/or provided at least \$330 in impermissible inducements at Minardi in the form of females performing a striptease show (\$250) with and sex acts (\$80) with [NCAA Bylaw 13.2.1

The University AGREES with the information in this subparagraph concerning as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	Our Position	Alleged	Agreed by Institution?	Our Position
Show	X (\$125)	Yes (\$125)	NCAA violation occurred	X (\$125)	Yes (\$125)	NCAA violation occurred
Cash	N/A	N/A	N/A	N/A	N/A	N/A
Act	N/A	N/A	N/A	X (\$80)	Yes (\$80)	NCAA violation occurred
Offer	N/A	N/A	N/A	N/A	N/A	N/A

Both made their official visit to the institution during the week The institution agrees that received a dance and a sexual activity. The allegation regarding only relates to being present for a dance. The institution’s affirmation of this allegation is based on interview. was not interviewed. Both were

attended the University of Louisville

was interviewed on two occasions. His first interview was with Smrt. At that time, TCG had just been retained and was conducting interviews with all student-athletes recruited during a certain time period in response to the initial information reported by the IBJ to the institution. While such information was not specific, was asked certain questions about dancers, strippers, and prostitutes, and he denied any involvement. During the weekend of October 2, 2015, after IBJ published a few articles and the book was eventually released, Coach Pitino addressed the team. He emphasized that if anyone knew anything about the information being released, that individual should come forward. Following that presentation, approached Coach Pitino and stated that he had some information. Coach Pitino did not take the information from but directed him to talk to the Compliance Office. did not approach the Compliance Office, but Coach Pitino informed Associate Athletics Director for Compliance John Carns that should be interviewed again.

During his , interview, and reported the information contained in the allegation (See FI-35, , interview, pages 22 to 29).

These activities were undertaken prior to

14. Subparagraph n – _____

n. During then men's basketball prospective student-athletes _____ unofficial and _____ official paid visits to the institution in _____ McGee arranged for and/or provided at least \$410 in impermissible inducements at _____ Minardi in the form of females performing a striptease show (\$250) and a sex act (\$80) with _____ and a female performing a sex act with _____ (\$80). [NCAA Bylaw 13.2.1

The University AGREES with the information in this subparagraph concerning _____, as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution?	Our Position	Alleged	Agreed by Institution?	Our Position
Show	N/A	N/A	N/A	X (\$250)	Yes (\$250)	NCAA violation occurred
Cash	N/A	N/A	N/A	N/A	N/A	N/A
Act	X (\$80)	Yes (\$80)	NCAA Violation occurred	X (\$80)	Yes (\$80)	NCAA violation occurred
Offer	N/A	N/A	N/A	N/A	N/A	N/A

During the weekend of _____ was making an unofficial visit to the University's campus, while _____ was making an official visit. Neither _____ at the institution.

_____ was interviewed on two occasions. _____ first interview occurred on _____, prior to the publication of the book. At that time, the institution and Enforcement Staff had only general information that _____ was involved in some activities that are indicated in Allegation #1(p). _____ made an unofficial visit and an official visit to campus. He also

_____ This allegation references the weekend of _____, and _____ an unofficial visit.

Regarding a brief overview of the information that the University is utilizing to develop its position regarding _____ during his first interview, _____ reported that he had sex with a girl he met at a club but did not confirm any strip show or sex at Minardi arranged by the University (he only indicates "kicking it" with some girls at Minardi) (See FI-86, _____ interview, pages 35 to 37). During his second interview,

indicated “he like brung some girls” and “we had some girls at Billy Minardi Hall” (See FI-43, _____ interview, page 17). He described the girls and dancing and where the activities occurred and the sexual activity. He said that McGee arranged for the girls at Minardi (See FI-43, pages 21 to 24).

Regarding a brief overview of the information that the University is utilizing to develop its position regarding _____ during his interview, _____ discussed the girls dancing (See FI-42, _____, interview, page 24). He initially denied having any sexual activity (See FI-42, page 36), but later acknowledged it (See FI-42, page 38).

15. Subparagraph o – _____

- o. *McGee arranged for and/or provided at least \$400 in impermissible inducements at a Louisville hotel to _____ in the form of sex acts with two female escorts. [NCAA Bylaw 13.2.1*

The University AGREES with the information in this subparagraph concerning _____ as depicted in the box below, and that violations of NCAA legislation occurred:

	Alleged	Agreed by Institution	Our Position	Alleged	Agreed by Institution	Our Position
Show	N/A	N/A	N/A	N/A	N/A	N/A
Cash	N/A	N/A	N/A	N/A	N/A	N/A
Act	X (\$200)	Yes (\$100)	NCAA violation occurred	X (\$200)	Yes (\$100)	NCAA violation occurred
Offer	N/A	N/A	N/A	N/A	N/A	N/A

The institution: (i) agrees that _____ and _____ had sexual relations with Katina Powell and Powell’s daughter, Abraeshea Moorman, through the arrangements of McGee; (ii) such activities occurred on at least three occasions, although the allegation does not specify a specific number of occasions of sexual activity; (iii) believes Powell received \$200, not \$400 as alleged, based upon the wire transfer of funds; and (iv) believes it is reasonable to conclude that McGee’s efforts were undertaken to assist the University.

Although _____ acknowledges a woman coming to his room, he denied having any sexual relations with Powell (See FI-44, _____ interview, pages 27 to 29). He said the woman asked him questions about _____ recruitment and then left. He denied that McGee was involved in arranging for any woman to come to his room.

Regarding the amount of money, the allegation indicates at least \$400 was provided by McGee to Powell, but the University believes the allegation should be reduced to \$200. Powell has provided conflicting information about the total amount of money she received. During her first interview, Powell reported that she received \$500 from McGee (See FI-1, page 4). One of Powell's journals also indicated that she received \$500. Below is the information from one of the journals:

- \$300 + \$200 – @ 6 or 7 o'clock – I received a phone call from Andre McGee from a () California number. He said that he was I was shocked to hear from him. He asked me if myself and another girl would do him a favor. So I did!! \$500.00 total. He said that they really needed " he's supposed to be It was (See FI-4, IMG_4439.JPG)
- [Entry made following a entry, so TCG believes this is a entry] McGee money grammed me the money through Wal-Mart. He said there is a tournament coming up soon and he's gonna need a lot of girls and a lot of convincing \$\$\$\$\$. (See FI-4, IMG_4441.JPG)

However, the journal information is disputed by information she reported during her first interview in which she indicated that she received \$200 from a man outside of Minardi the evening of the sexual encounters and the remaining \$200 was provided via wire transfer (See FI-1, Powell November 17, 2015, interview, page 4).

During Powell's first interview, she provided a receipt for a wire transfer, using RIA Financial Services, that she picked up at a local Wal-Mart on . It indicates the sender as McGee, McGee's cell telephone number, the receiver as Powell, Powell's cell telephone number, and an amount of \$200. The institution believes McGee paid Powell \$200 based upon this receipt from Wal-Mart.

The only information that supports Powell getting \$200 outside the dorm is based upon Powell. During her first interview, she reported that McGee told her to go to Minardi. She said upon her arrival, an unknown African American in his early 20's, who appeared to be between 6' and 6'6" tall, gave her \$200 cash. She said the unidentified male did not appear to be a basketball player, and she has never seen him before or since that occasion (See FI-1, page 4). During her second interview, Powell described the unknown individual as shorter than 6'1" and did not appear to be a men's basketball student-athlete. She also was shown three pictures of individuals associated with the men's basketball program in

who were African American males, and she did not identify any of them as the provider of the funds. Since the institution does not believe Powell's credibility to the extent that she can be used solely to corroborate the allegation, the institution does not believe the additional

\$200 should be included in the allegation.

The institution does not contest that McGee was a representative of the University's athletics interests at that time, even though he was a coach at another University. His efforts were to assist the University. Although McGee only arranged for the two activities that occurred on the first day, McGee's efforts facilitated the ability for _____ to receive additional activities on the next day.

The most troubling aspect of this allegation is that McGee was employed as an Assistant Men's Basketball Coach at the University of Missouri-Kansas City at the time of these arrangements. McGee left the University in April 2014.

Since information suggested possible involvement by an employee of the University, the institution and the Enforcement Staff undertook significant efforts to determine if others were involved, including potential identification of an individual who might have given Powell money outside of Minardi on this occasion. These efforts included:

- i. Providing Powell with photos of several men's basketball staff members in the _____ who generally fit the description of a "black male in his 20's" who may have met her outside of Minardi and gave her the money – Powell was shown photos of three individuals affiliated with the men's basketball Program at that time and asked whether any of these individuals gave her money outside of Minardi. She did not identify any of them as the individual who provided her money;
- ii. Obtaining the bank records for former Program Assistant Brandon Williams, who lived at the dorm during _____ – Through the institution's intensive efforts, Williams' bank records were obtained, which did not show any transactions around _____ that would implicate him. Also, Williams' photograph was one of the three shown to Powell; and
- iii. Review telephone records for Williams – This telephone request was the basis for Allegation #3 and will be explained in more detail in that allegation.

Part of the effort by the Enforcement Staff and institution to determine whether any institutional employee was involved centered on the fact that Powell received from McGee _____. During their interviews, both _____ discussed having telephone conversations with McGee on the day of their travel to Louisville. Neither recalled providing McGee their lodging information. Extensive questioning of _____ occurred on how McGee

knew where were staying.

The institution and the Enforcement Staff also did a detailed analysis of telephone calls and text messages between McGee and other University coaching staff members around the time of [REDACTED] visit. (The institution did not have McGee's cell telephone records, but it could identify his incoming cell telephone number when he made calls to other University coaching staff members). Further, Powell had text messages between her and McGee on the first night when both she and her daughter [REDACTED]. Such review did not identify information in any text messages from McGee to institutional staff members mentioning Powell or [REDACTED] information.

Specific to Allegation No. 1:

- a. Please indicate whether the information contained within these allegations is substantially correct and whether the institution and involved individuals identified in these allegations believe violations of NCAA legislation occurred. Submit materials to support your response.

(See above).

- b. If the institution and involved individuals believe NCAA violations occurred, please indicate whether there is substantial agreement on the level of the violation. Submit materials to support your response.*

(See above).

- c. Please indicate whether the factual information is substantially correct and whether the institution and involved individuals have additional pertinent information and/or facts. Submit facts in support of your response.

(See above).

2. [NCAA Division I Manual Bylaws 10.01.1 and 10.1 (2010-11 through 2013-14 and 2015-16); 10.1-(c) (2010-11 through 2013-14); 10.1-(a) (2015-16); and 19.2.3 and 19.2.3.2 (2015-16)]

It is alleged that from at least December 2010 through July 2014 and in February and June 2016, Andre McGee (McGee), then men's basketball program assistant (2010-11 and 2011-12 academic years), director of basketball operations (2012-13 academic year through April 2014) and former institutional employee (April through July 2014 and February through June 2016), violated the principles of ethical conduct when he was knowingly involved in offering or providing then prospective and/or enrolled student-athletes impermissible inducements and/or extra benefits and failed to satisfy his responsibility to cooperate with the NCAA Enforcement Staff by refusing to furnish information relevant to an investigation of possible violations of NCAA legislation. Specifically:

- a. From at least December 2010 through July 2014, McGee knowingly offered or provided at least \$5,400 in impermissible inducements and/or extra benefits in the form of cash, adult entertainment and sex acts to at least 17 then men's basketball prospective and/or current student-athletes, two then nonscholastic men's basketball coaches and one then men's basketball prospective student-athlete's friend as detailed in Allegation No. 1. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(c) (2010-11 through 2013-14)]*
- b. In February and June 2016, McGee refused to participate in an interview or provide records after the Enforcement Staff requested him to do so during the institution and Enforcement Staff's investigation of the NCAA violations detailed in Allegation No. 1. [NCAA Bylaws 10.01.1, 10.1, 10.1-(a), 19.2.3 and 19.2.3.2 (2015-16)]*

-
- A. Overview of University's Position – This allegation concerns Andre McGee and has two components of unethical conduct – his involvement in the violations and his failure to cooperate during the inquiry. The institution AGREES that the first component concerning his involvement should be found. It takes NO FORMAL POSITION regarding the second component concerning his failure to cooperate, as McGee had left the University by that time.

The University believes that McGee's involvement in the violations is a Level I violation for the institution. While the University had expected Williams to cooperate fully in the investigation, the University believes that McGee's failure to cooperate has no liability to the institution since McGee was not employed at the University at the time and accordingly should not be classified at any level for the University.

- B. Review of Information – Regarding McGee's involvement in Allegation #1, the University believes this is disgusting behavior that should not have occurred. The available information indicates that he acted alone, and his behavior was not condoned by the institution or its head men's basketball coach. As indicated in Allegation #4 later in this response, the head men's basketball coach is being charged for a failure to monitor McGee, not that the head men's basketball coach had knowledge of these activities.

The University notes that McGee clearly understood his responsibility and NCAA legislation. McGee was interviewed on February 28, 2014, in conjunction with the Enforcement Staff's review of housing arrangements for non-student-athletes at Minardi. McGee was a resident at Minardi at the time of the

interview and was asked about his responsibilities. He indicated that “my responsibility is really kind of a watchdog for our players, you know, to make sure, you know, that they’re not doing anything that they’re not supposed to be doing. That’s probably my primary duty as far as the dorm, and making sure that, you know, they are complying with everything housing wants them to do” (See Exhibit II-4, page 5 of McGee February 28, 2014, interview).

McGee knew applicable NCAA legislation. Although not considered an off-campus recruiter, he passed the NCAA coaches certification test on three occasions.

Regarding McGee’s failure to cooperate, as mentioned in Section I of this response, McGee may be the target of a criminal investigation that still has not been resolved. It has been the position of McGee’s counsel not to cooperate with the University or the NCAA until that criminal investigation is completed. It should be noted that McGee was interviewed on September 4, 2015, by an institutional representative while McGee still was employed by the University of Missouri-Kansas City and prior to the criminal investigation occurring (See FI-91, McGee September 4, 2015, interview).

Specific to Allegation No. 2:

- a. *Please indicate whether the information contained within these allegations is substantially correct and whether the institution and involved individuals identified in these allegations believe violations of NCAA legislation occurred. Submit materials to support your response.*

(See above).

- b. *If the institution and involved individuals believe NCAA violations occurred, please indicate whether there is substantial agreement on the level of the violation. Submit materials to support your response.*

(See above).

- c. *Please indicate whether the factual information is substantially correct and whether the institution and involved individuals have additional pertinent information and/or facts. Submit facts in support of your response.*

(See above).

3. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(a), 19.2.3 and 19.2.3.2 (2015-16 and 2016-17)]

It is alleged that from May through August 2016, Brandon Williams (Williams), a former men's basketball program assistant, violated the principles of ethical conduct when he refused to furnish information relevant to an investigation of possible violations of NCAA legislation. Specifically, Williams refused to provide telephone records after the institution and NCAA Enforcement Staff requested him to do so during the institution and Enforcement Staff's investigation of NCAA violations.

- A. Overview of University's Position – The institution agrees that Brandon Williams, a former men's basketball Program Assistant, refused to provide his cellular telephone records when requested to do so on several occasions by the institution and the Enforcement Staff. The University took significant efforts to assist the Enforcement Staff in obtaining records from Williams. However, the University believes that during the period of these formal requests, Williams had left the University, so the University takes NO FORMAL POSITION on the allegation. The institution believes that no institutional responsibility exists for this unethical conduct violation and that it should not have a level designated for the institution.

The initial, direct request of Williams for his telephone records occurred in May 2016. By that time, his graduate classes had concluded (finals ended on April 28, 2016). Further, he moved out of Minardi on April 26, 2016. The majority of his subsequent refusals occurred during a period after he had left the University and was not in the Louisville area. Nevertheless, while technically gone from the University, the institution undertook significant efforts to obtain his cooperation, as detailed below.

- B. Review of Information – Williams graduated from high school in Miami, Florida in 2006. He then attended Stetson University from the fall of 2006 to spring 2010 where he played basketball for four years. Following his graduation from Stetson, he served as head junior varsity coach at Monsignor Edward Pace High School in Miami from 2010 to 2012. From 2012 to 2014, he served as the assistant varsity boys basketball coach at Miami Senior High School. He joined the men's basketball program at the University in June 2014 and moved into Minardi. He took classes for the next two years. He received room and board (one meal per day) at Minardi, tuition, and a stipend of approximately \$2,000 per month during the ten-month academic calendar. He left the University in April 2016 at the end of his program assistant position. He currently is the head boys basketball coach at a high school in Miami.

On March 1, 2016, the Enforcement staff requested that the institution make mirror images of the cellular telephones of several men's basketball staff members, including Williams. Williams' telephone was obtained, the information was imaged, and the telephone was returned to him.

In a March 23, 2016, letter, the Enforcement Staff requested the text messages from the mirror images of these coaches, including Williams. On March 31, 2016, the records for Williams' cellular telephone were

provided. The information on his cellular telephone was limited, as Williams had recently received a new telephone. (Also, during his April 13, 2016, interview, Williams reported that he often deletes his text messages). Williams was asked to provide his bank, not telephone, records at the conclusion of his April 13 interview. In a May 12, 2016, letter to the University, the Enforcement Staff requested Williams' bank and cellular telephone records. More specifically, the Enforcement Staff requested his calls and text messages for his cellular telephone from June 1, 2014, to September 30, 2014. Williams provided his bank records a few weeks later but refused to provide his telephone records.

One of the primary purposes of Williams' April 13, 2016, interview was to determine his knowledge of whether Katina Powell received \$200 behind Minardi in _____ on the night that she and her daughter visited _____ and _____ Powell is the sole source of the information that she drove through the parking circle behind Minardi and that a black male came out and gave her \$200 cash. Williams denied providing any cash to Powell. Since Powell is the sole source of the information, the institution is not taking the position that Powell received the money at Minardi. (During her second interview, Powell was shown a picture of Williams, along with two other individuals, and she could not identify Williams as the individual who she claimed came out of Minardi with money). Nevertheless, the University believes the Enforcement Staff's request for Williams' cellular telephone records related to a possible NCAA violation, that this was a request within applicable NCAA legislation, and Williams should have provided his telephone records.

As noted above, beginning in May 2016 and throughout the summer of 2016, Williams provided his bank records from three different accounts for the time period of June to September 2014. It did not appear that any information in the records implicated Williams in providing \$200.

The University made extensive efforts to encourage Williams to be truthful during his interview and to provide any available records. That effort included the interview being stopped and an institutional representative taking Williams into the hallway and encouraging him to be truthful, if he was not being so. The representative reinforced to him that if he provided any money to Powell or had any knowledge of the _____ situation, he should report that information. He denied any knowledge. The representative also spent an inordinate amount of time talking to Williams over the telephone about the Enforcement Staff's request and advising him of the consequences for failure to provide these records. He steadfastly refused this request.

[It should be noted that the representative also traveled to Miami to transport Williams to various banks in the area to obtain Williams' records. Williams obtained those records and provided them to the NCAA.]

Specific to Allegation No. 3:

- a. *Please indicate whether the information contained within these allegations is substantially correct and whether the institution and involved individuals identified in these allegations believe violations of NCAA legislation occurred. Submit materials to support your response.*

(See above).

- b. *If the institution and involved individuals believe NCAA violations occurred, please indicate whether there is substantial agreement on the level of the violation. Submit materials to support your response.*

(See above).

- c. *Please indicate whether the factual information is substantially correct and whether the institution and involved individuals have additional pertinent information and/or facts. Submit facts in support of your response.*

(See above).

4. [NCAA Division I Manual Bylaws 11.1.2.1 (2010-11 through October 29, 2012); 11.1.1.1 (October 30, 2012, through 2013-14)]

It is alleged that from at least December 2010 through April 2014, Rick Pitino (Pitino), head men's basketball coach, violated NCAA head coach responsibility legislation, as he is presumed responsible for the violations outlined in Allegation No. 1 and did not rebut that presumption. Specifically, Pitino did not demonstrate that he monitored Andre McGee (McGee), then men's basketball program assistant (2010-11 and 2011-12 academic years) and director of basketball operations (2012-13 academic year through April 2014), in that he failed to frequently spot-check the program to uncover potential or existing compliance problems, including actively looking for and evaluating red flags, asking pointed questions and regularly soliciting honest feedback to determine if monitoring systems were functioning properly regarding McGee's activities and interactions with then men's basketball prospective and current student-athletes visiting and attending the institution.

- A. Overview of University's Position – The University DISAGREES with this allegation. Head Men's Basketball Coach Rick Pitino appropriately monitored Andre McGee during the four years in the allegation and adequately rebutted the presumption of head coach responsibility. Coach Pitino should not be found to have violated the NCAA head coach responsibility legislation.

It is important to note that the allegation by the Enforcement Staff is very limited in that it does not charge that Coach Pitino failed to: (i) promote an atmosphere of compliance; (ii) monitor his overall program; or (iii) monitor official or unofficial visits. Coach Pitino did promote an atmosphere of compliance. In the University's release of the NOA, Director of Athletics Tom Jurich noted that Coach Pitino "is and always has been committed to NCAA compliance". Jurich will provide the rationale for his beliefs at the institution's hearing before the COI.

The allegation indicates only that Coach Pitino failed to frequently spot-check the program to uncover violations because he did not actively look for and evaluate red flags and solicit honest feedback to determine if monitoring systems were functioning regarding McGee's activities relating to prospects visiting. However, the institution notes that there were no red flags, and appropriate questions were asked by Coach Pitino of the prospects, student hosts, assistant coaches, and McGee.

The University's position is based upon:

- i. The questions regularly asked by Coach Pitino;
- ii. The nature of the violations in which McGee was engaged;
- iii. The inability of others who had monitoring responsibilities to detect these activities;
- iv. McGee's efforts to hide these activities, even after confronted by Coach Pitino; and
- v. The possible impact on prospects and student-athletes coming forth due to a staff member arranging for these activities.

B. Review of Information – Coach Pitino reported during this interview that:

- (i) he does not micromanage his coaches but gives them responsibilities and then checks to make sure these responsibilities are being undertaken (See FI-60, Pitino April 26, 2016, interview, page 3);
- (ii) he requires student-athletes to live in Minardi as a way to monitor them, including a means to know when they come and go and who comes to see them;
- (iii) he had placed a GA (program assistant) in the dorm with the responsibility to monitor behavior in the dorm and to keep their eyes open for potential issues (See FI-60, page 20); and
- (iv) the disgusting nature of the allegations is deeply disturbing to him in general and is particularly disturbing due to Minardi Hall being named after his late brother-in-law.

Further, on a routine basis, Coach Pitino addresses non-basketball issues with the men's basketball student-athletes. This includes treatment of women. Guest speakers often are invited to address this topic. Coach Pitino will provide additional information about these activities at the hearing.

Below is further detail regarding the University's five reasons for its position:

- 1. Questions Asked by Coach Pitino – The Enforcement Staff's allegation suggests that if Coach Pitino would have asked certain questions, these activities would have been discovered. The institution notes that Coach Pitino did ask questions of the prospects, student hosts, coaching staff members, and McGee.

Coach Pitino did not ask these groups if sexual activities were occurring. However, without having any reason to ask about whether sexual activities were occurring, it is difficult to ask a question about a very specific and unusual behavior in the dorm – sexual activities arranged by a coach. His intent in asking many general questions was to solicit information about what, in fact, was occurring.

The following are some of Coach Pitino's comments that he made during his interview regarding the questions he routinely asked prospects or his coaches:

- Coach Pitino indicated that while he was not physically at the dorm late at night when prospects visited, he asked questions to find out what was happening when he was not there (See FI-60, page 29).
- Coach Pitino reported that he typically met with prospects and the student hosts the next morning for breakfast. He would ask them if they had fun the night before and what they did. He said the answers typically were "we just chilled and played Xbox" or "we had a good time".

He reiterated that at breakfast, he would ask them about the night before and did they go any place (See FI-60, page 29).

- Coach Pitino indicated that his assistant coaches also talked to the prospects at night, and he would obtain information from the assistant coaches about the prospects (See FI-60, page 29).
- Coach Pitino indicated that his interaction with the prospects “is quite extensive because I meet with them for over an hour each day” of the visit and “we talk about everything”, including what the prospect thought of the University. “Absolutely nothing was ever brought up about these situations” (See FI-60, page 55).
- In response to a question that a prospect did not remember Coach Pitino asking him about his stay in the dormitory, Coach Pitino reiterated that he asked the same questions of all prospects, such as “what did you think of the dorm”, “did you have a good time”, and “what did you do last night”. He added that sometimes he would ask if they went to a party (See FI-60, page 56).
- Coach Pitino reported that he often asked the student host what they did last night (See FI-60, pages 28 to 29). Coach Pitino also reported that he would tell the student host to stay away from the entertainment district and out of bars, to do no underage drinking, and to stay away from trouble (See FI-60, page 66). He indicated that he would meet with the student host before the visit and review the itinerary and the applicable forms that are to be completed (See FI-60, page 20). (These forms occasionally included language about permissible and impermissible activities).
- Coach Pitino indicated, in response to a question of whether the GA is responsible for making sure the prospects are staying within NCAA legislation, he said he would ask the GA the next day during breakfast what they did and where they went (See FI-60, page 66).
- Coach Pitino reported that he also obtained feedback from many individuals, including McGee, about the prospects. This included McGee’s thoughts on what the parents and the prospects liked during the visit and where the institution stood in the recruiting process (See FI-60, page 41).

More specifically, the prospective student-athletes generally reported that they chose not to discuss what took place or they were afraid Coach Pitino would get mad about their activities. The following are a few examples:

- [REDACTED] (See FI-9, [REDACTED], interview, page 29) – “Next morning, Pitino asked if I enjoyed time with players and I responded that we chilled and played video games.” I believed “it was just something to keep to myself” (See FI-9, page 30).
- [REDACTED] (See FI-24, [REDACTED], interview, page 38) said he did not bring it up with coaches because it as “awkward” and he did not want to talk about it, so he avoided it.
- [REDACTED] (See FI-17, [REDACTED] interview, Page 27) said “I never told RP because

he would have flipped out if he knew”.

2. Nature of the Violations – The sexual aspect of the impermissible inducements also hampered the ability for red flags to be shown. Prospects are reluctant to inform their possible, future head coach about their sexual activities from the night before. As indicated by at least one of the student-athletes above, it was an “awkward” subject to discuss with anyone.

Further, not similar to other recruiting inducements, it is unlikely that a prospect would tell his family or friends about this activity. Of note, the institution is acknowledging activities on 15 weekends, yet in the world of social media today, it does not appear that any mention of these activities was posted. The only sharing of information about these activities appears to be among a few prospects during that weekend or in subsequent visits. The prospects apparently did not post any information on social media about their involvement. The institution concluded that those involved in these activities did not want others to know about it.

3. Inability of Others Who had Monitoring Responsibilities to Detect These Activities – The Enforcement Staff’s allegation seems to imply that if certain monitoring activities would have been undertaken by Coach Pitino, he would have discovered these activities. The institution notes that Minardi had several ongoing monitoring activities in place, including:

- A security guard at night to monitor who entered and left the building;
- Cameras that monitored the exit doors;
- A RA who made rounds at night, including on weekends;
- The completion of DSRs, Incident Reports, and Guest Login Sheets (See Section II.A.4 of this response for more detail); and
- Alarmed exit doors.

However, none of these, including the RA and security guard who were at the dorm during the time when these impermissible activities were occurring, detected them. There is no basis to allege that a coach who was not present should have detected these activities based upon questions he was (or was not) asking when professionals who were present and trained to identify issues did not detect these activities.

4. McGee’s Efforts to Hide These Activities – McGee purposefully hid these activities from Coach Pitino during their occurrence and after the information arose in the fall of 2015. The University believes that McGee understood that these activities clearly were contrary to NCAA legislation and did not mention them to Coach Pitino because he knew that Coach Pitino would be very angry if he

learned of them. McGee denied the existence of these activities to Coach Pitino when the initial information came to light in the fall of 2015 and McGee undertook efforts with at least one prospect to hide these inducements.

Concerning Coach Pitino, McGee denied any improprieties when initially confronted by Coach Pitino. In his interview, Coach Pitino explained that, after receiving information that a reporter was asking questions about McGee bringing dancers to the dorm, Coach Pitino telephoned McGee, who denied any involvement (See FI-60, page 43). McGee said he had a friend who was a party planner that visited him in the dorm and that the friend's daughters occasionally accompanied her and interacted with the student-athletes. (This conversation was soon after the information was reported to the University, and it primarily related to parties at Minardi).

Concerning [REDACTED] McGee did not tell Coach Pitino and, in fact, told others not to tell. According to [REDACTED], McGee told him to not tell anyone, "it can't get out" about the show (See FI-7, [REDACTED], interview, page 25).

It also should be noted that during McGee's only interview in this case, he denied arranging any sexual activities for prospects or mentioning Powell to Coach Pitino. During his September 4, 2015, interview, McGee indicated that he did not tell any member of the basketball staff about Powell or her daughters coming to the dorm and interacting with the prospects. He also indicated he did not believe any member of the basketball staff knew about Powell, and that was never discussed at a staff meeting.

5. A Staff Member Arranged These Activities – The University is disappointed and frustrated that none of the student-athletes or prospects who had knowledge of these activities came forth either to the coaching staff or other members of the athletics department either before or after the information generally was reported to the University. One explanation for this reluctance may have been the fact that these activities were arranged by McGee, a former University student-athlete, then University staff member, and a former professional player. As noted above, this reluctance also may have resulted in less than forthcoming answers when questioned by Coach Pitino.

Further, even after the institution began its inquiry, student-athletes were reluctant to come forth with this information. Below are two examples:

1. [REDACTED] received a sexual act during his official visit in Allegation #1, subparagraph m. The University agrees with this allegation based upon his testimony during his [REDACTED] interview with the Enforcement Staff. However, he

initially denied any involvement in response to general questions about strippers in the dorm during his interview with an institution representative on [redacted]. When asked during his [redacted] interview the reasons he did not report the information during his [redacted] interview, [redacted] said in part "I was trying to protect Andre (See FI-35, [redacted] interview, page 45).

2. [redacted] denied during his [redacted] interview seeing any strippers/dancers in the dorm. A short time after that interview, Coach Pitino asked [redacted] and [redacted] if they had any knowledge of strippers in the dorm, and [redacted] did not come forward. He was interviewed on [redacted] by the Enforcement Staff and acknowledged seeing women in the dorm that were performing stripper-type activities.

While the allegation focuses on whether Coach Pitino adequately monitored McGee, the institution notes that Coach Pitino has instilled an atmosphere of academic excellence within the program. Exhibit II-5 is an overview of the academic accomplishments and success of the men's basketball team, especially over the past few years.

Specific to Allegation No. 4:

- a. *Please indicate whether the information contained within these allegations is substantially correct and whether the institution and involved individuals identified in these allegations believe violations of NCAA legislation occurred. Submit materials to support your response.*

(See above).

- b. *If the institution and involved individuals believe NCAA violations occurred, please indicate whether there is substantial agreement on the level of the violation. Submit materials to support your response.*

(See above).

- c. *Please indicate whether the factual information is substantially correct and whether the institution and involved individuals have additional pertinent information and/or facts. Submit facts in support of your response.*

(See above).

III. CORRECTIVE AND PUNITIVE ACTIONS

A. Punitive Actions

1. Actions Taken – In early February 2016, the institution informed the Atlantic Coast Conference that it would not be participating in the conference's postseason basketball tournament. It also publicly announced that it would not participate in the NCAA Men's Basketball Tournament.

At that time, the men's basketball team had a record of 18-4 and 7-2 in the conference and was ranked 13th in the nation. The University beat two of the Final Four teams (North Carolina and Syracuse) during the regular conference season. Due to the caliber and success of the team, self-imposing a post-season ban was a very significant action. The institution believes that the COI should weigh this action heavily in its deliberations. This postseason ban affected a highly-rated team that had a very good chance of playing far into the NCAA Tournament. Coach Pitino and other institutional officials will discuss the implications of this action at the hearing.

The timing of this action resulted from the information obtained during interviews in the inquiry. In early October 2015, after the publication of the Breaking Cardinal Rules book, Director of Athletics Tom Jurich indicated that the University would undertake a thorough inquiry and, if necessary, impose significant corrective and punitive actions. By early 2016, several individuals had reported that McGee arranged inappropriate sexual dances or acts with prospects in Minardi. On Thursday, February 4, 2016, then President James Ramsey and Director of Athletics Jurich received an update on the inquiry and that it was reasonable to conclude violations had occurred. Within 24 hours, the institution announced the postseason ban decision. The institution believes the postseason ban in 2016 was a very significant action.

Also, in April 2016, the institution continued to review the information and the prescribed penalties for various case levels. While the institution still had not determined its position on each prospect or enrolled student-athlete, additional information had been reported that was similar to the information previously reported.

At that time, additional actions were undertaken. As the review continued and during preparation of the response, the institution undertook additional penalties.

The institution has imposed the following punitive actions:

- i. Withheld the men's basketball program from all conference and NCAA postseason competition following the 2015-16 season;
- ii. Reduced scholarships by two during the 2016-17 academic year;
- iii. Reduced the number of recruiting opportunities by 30 by prohibiting any coach from traveling during the April 2016 recruiting period (24 days) and reduced the recruiting travel during the July 2016 recruiting period by six days;
- iv. Reduced the number of official visits to a total of ten during the 2015-16 academic year and will award no more than a total of 16 during the 2016-17 and 2017-18 academic years—a reduction of eight off of the permissible number;
- v. Imposed a fine of \$5,000; and
- vi. Disassociated Andre McGee from the institution and the athletics program.

As stated earlier in this response, the University believes that the COI should classify this case as Level I-Mitigated. The above penalties relate or exceed the prescribed penalties for a Level I-Mitigated case. Exhibit III-1 is a comparison of those applicable portions of the prescribed penalties for a Level I-Mitigated case with the institution's already self-imposed penalties.

2. Actions Not Taken – The institution does not believe the vacation of records penalty was appropriate in this case. The reasons for this position are detailed in Section III.E below.

- B. Corrective Actions –The institution had a variety of security procedures in place, including a live-in RA, a security guard during the evening and early morning hours, locked exit doors, and a biometric finger scan and code system for gaining access to the dorm. However, the most significant security precaution undertaken by the institution was requiring a men's basketball staff member to live in Minardi in order to monitor the late night activities of the student-athletes. It is a deep betrayal of trust that the person assigned responsibility to prevent improper activities was the person who arranged for these activities to occur.

Nevertheless, the following corrective actions have been taken by the institution since the inquiry began:

- i. Retained Dan Beebe with the Dan Beebe Group. Mr. Beebe is conducting an independent misconduct risk assessment by: (a) reviewing the athletics department and individual team policies and procedures; and (b) conducting on-campus interviews with a representative sampling of athletics administrators, coaches, staff, and students (student-athletes, interns,

- and/or employees). One outcome is to increase the probability that student-athletes (and staff) will come forward to disclose potential violations of institutional and or NCAA policy. The Beebe Group will return in the spring/summer of 2017 to do focused training with staff and student-athletes based upon the findings in the completed risk assessment.
- ii. Hired The Grant Group to conduct a Title IX sexual misconduct/sexual harassment risk management review. The Grant Group reviewed the University's athletics department policies and procedures and met with staff (athletics and University), coaches, and student-athletes to determine their knowledge of reporting options and resources related to any Title IX sexual misconduct/harassment complaints.
 - iii. Added additional rules education by providing official/unofficial host training sessions for all student-athletes. These sessions included review of all areas of hosting, including permissible/impermissible benefits, proper entertainment activities during visits, student-host instruction documentation, and proper use of student host money.
 - iv. Conducted and enhanced NCAA rules education sessions with the Minardi Hall student and contract staff, the University Housing staff and the Clubhouse staff, an affiliated University housing option that houses a number of student-athletes. Topics included ethical conduct, extra benefits, recruiting, and the necessity to report suspicious/questionable activity involving student-athletes to an appropriate supervisor.
 - v. Implemented Monthly Monitoring Reports to each sport program that updates the coaching staff on the status of required forms, eligibility certifications, etc.
 - vi. Undertook several security enhancements within Minardi Hall, including limiting access to the building "master key" that could be used to turn off side door alarm to Minardi Housing staff only.

Also, during the 2014-15 academic year, and unrelated to this inquiry, the institution undertook an intensive review of its on-campus recruiting activities. An overview of that review is included in Exhibit III-2.

C. Inappropriateness of the Vacation of Records Penalty – (Section IV.10 of the NOA requests the institution's position regarding Bylaws 19.9.7(g), 31.2.2.2, and 31.2.2.3. Since the vacation of records discussion relates directly to penalty, the institution will detail its position for those bylaws below).

1. Overview – The University does not believe that the facts warrant the vacation of any individual or team records pursuant to the bylaws cited above.
 - a. Applicable Legislation – The institution agrees that Bylaws 19.9.7(g), 31.2.2.3, and 31.2.2.4, and the COI's operating procedure 4-16-4 are the applicable bylaws or procedures to review. For ease of reference, they are repeated below:

Bylaw 19.9.7(g) – *Vacation of records in contests in which a student-athlete competed while ineligible, including one or more of the following:*

- (1) *Vacation of individual records and performances;*
- (2) *Vacation of team records and performances, including wins from the career record of the head coach in the involved sport, or, in applicable cases, reconfiguration of team point totals; or*

(3) *Return of individual or team awards to the Association.*

Bylaw 31.2.2.3 – *When a student-athlete competing as an individual or representing the institution in a team championship is declared ineligible following the competition, or a penalty has been prescribed or action taken as set forth in Bylaw 19.9.7-(g) or 19.13, the Committee on Infractions may require the following:*

(b) *Team Competition. The record of the team’s performance may be deleted, the team’s place in the final standings may be vacated, and the team’s trophy and the ineligible student’s award may be returned to the Association.*

Bylaw 31.2.2.4 – *When an ineligible student-athlete participates in an NCAA championship and the student-athlete or the institution knew or had reason to know of the ineligibility, the NCAA Committee on Infractions may assess a financial penalty.*

COI Operating Procedure 4-16-14 – *Pursuant to NCAA Bylaw 19.9.7, hearing panels may prescribe vacations of wins and records when a panel concludes that student-athletes competed while ineligible. Vacation of wins is more appropriate when a case involves any of the following: academic violations, serious intentional violations, direct involvement of a coach or a high-ranking school administrator, a large number of violations, the institution has a recent history of Level I, Level II or major violations or when the panel concludes that a failure to monitor or lack of institutional control existed.*

b. **Applicable Student-Athletes** – FI-79 contains a list of student-athletes that the Enforcement Staff has labeled as competed while ineligible. The institution agrees that the majority of these student-athletes were involved in violations, although the University contests the Enforcement Staff’s conclusions with respect to three alleged incidents. The charts below detail the involved subparagraphs, the specific nature of the violations, and the approximate value of benefits received and the number of wins per year for those student-athletes whom the Enforcement Staff has classified as competed while ineligible:

2011-12

Student-Athlete	Allegation Subparagraph	# of Wins		Value of Benefit	Description of Allegation	Of Note
		RS*	NCAA			
	b^ [Dispute]			\$325	Show, Cash	This event allegedly occurred in , and this is first year of enrollment. The institution disputes all of the \$325.
	d^ [Dispute]			\$100	Show	The event allegedly occurred in , and the institution disputes all of the \$100.
	b			\$405	Show, Cash, Offer	This event allegedly occurred in and this is first year of enrollment.

*RS = Regular season and conference tournament.

^University is contesting the allegation.

2012-13

Student-Athlete	Allegation Subparagraph	# of Wins		Value of Benefit	Description of Allegation	Of Note
		RS*	NCAA			
	b^ [Dispute]			\$175	Show	The value of \$175 is from subparagraph (j), and the institution acknowledges but places the value at \$125. Subparagraph (b) relates to the academic
	d^ [Dispute]					This relates to the academic year.
	b					This relates to the academic year.
	g			\$205	Show; Sexual Activity	This event allegedly occurred during either the academic year or The University believes it was during the , so it is placed here. The University believes he did not compete after receipt of the benefits.

*RS = Regular season and conference tournament.
^University is contesting the allegation.

2013-14

Student-Athlete	Allegation Subparagraph	# of Wins		Value of Benefit	Description of Allegation	Of Note
		RS*	NCAA			
	b^					This relates to the and academic years.
	e			\$415	Show, Cash, Offer	These events allegedly occurred in and and this is first year of enrollment.
	j			\$175	Show	This event allegedly occurred in and this is first year of enrollment. The institution acknowledges and places the value at \$125.
	f			\$480	Show, Cash, Sexual Activity	This event allegedly occurred in and this is first year of enrollment. The institution acknowledges and places this value at \$400.
	b					This relates to the and academic years.

*RS = Regular season and conference tournament.
^University is contesting the allegation.

2014-15

Student-Athlete	Allegation Subparagraph	# of Wins		Value of Benefit	Description of Allegation	Of Note
		RS*	NCAA			
	e					This relates to the academic year.
	j					This relates to the academic year.
	m			\$205	Show, Sexual Activity	This event allegedly occurred in and this is first year of enrollment.
	f					This relates to the academic year.

*RS = Regular season and conference tournament.

If the COI finds all of the subparagraphs in Allegation #1 and imposes a vacation of records penalty for every student-athlete who competed after receiving an inducement or benefit, the University would vacate 108 regular season and conference tournament wins and 15 NCAA wins, as depicted below:

2011-12			2012-13			2013-14			2014-15		
# of SAs	# of Wins		# of SAs	# of Wins		# of SAs	# of Wins		# of SAs	# of Wins	
	RS*	NCAA		RS*	NCAA		RS*	NCAA		RS*	NCAA
	26	4		29	6		29	2		24	3

*RS = Regular season and conference tournament.

- c. COI Discretion – The vacation of records penalty is included in Bylaw 19 in a list of potential penalties that the COI may impose. Further, Bylaw 19.9.7(g) specifically indicates that the COI may (emphasis added) impose a vacation of records when a student-athlete competes while ineligible. The COI has the discretion to impose – or not to impose – a vacation of records.
2. Reasons – The institution does not believe that the vacation of records penalty is appropriate in this case for the following reasons:
 - i. The acknowledged violations in the subparagraphs of Allegation #1 are Level III violations;
 - ii. The minimal total value of all inducements/benefits received by the student-athletes who eventually enrolled and competed at the University (the Enforcement Staff alleges \$2,485, and the University acknowledges \$1,675 – see chart above and Exhibit III-3);
 - iii. The potential vacation of records penalty being added to the other penalties imposed in this case would result in an unduly severe penalty given the violations alleged;
 - iv. The student-athletes would have been reinstated, without loss of eligibility had the furtive activities of McGee come to light when the student-athletes were competing;
 - v. Inherent unfairness of continuing ineligibility for the student-athletes; and
 - vi. Case precedent regarding similar cases with a similar value of violations does not support vacation of records.

The Acknowledged Violations in the Subparagraphs of Allegation #1 are Level III Violations

The institution's position, as detailed in Allegation #1, is that each of the 15 subparagraphs individually are Level III, while the overall severity level of the allegation is Level I.

More specifically, in recent cases when Bylaw 19.9.7(g) has been imposed, the vacation has been based upon each individual violation for a student-athlete, as opposed to the overall finding in which all of the individual violations were included. For example, if the COI applied its recent vacation penalty language for Allegation #1, the wins in each of the involved student-athletes who eventually or were enrolled and competed in regular or postseason competition would be vacated. student-athletes who enrolled at the institution were named in Allegation #1, but the University believes that

Since the COI has tied the vacation penalty to individual student-athlete ineligibility, the COI inherently has made a judgement that the severity of the individual violations justified that decision. The University does not believe that the individual violations by the student-athletes outlined in Allegation #1 rise to this level because:

- a. Each of the 15 subparagraphs individually outlined in Allegation #1 are Level III violations because they have similar or lesser value or severity as other violations that have been processed as Level III. (In Section I.D.1 of this response, the institution has detailed several examples of violations processed as Level III that have a similar or greater inducement value and severity level); and
- b. Nearly all Level III violations of which the institution is aware have not resulted in a vacation penalty.

The institution’s analysis indicates that the enforcement process is inconsistent in that a violation processed as Level III (in a Level III case) very rarely warrants a vacation of records, but a Level III violation processed as part of a Level I/II case often results in a vacation of records. This is an inconsistency within the enforcement process that significantly disadvantages an institution.

The COI has the authority to impose a vacation of records penalty for Level III findings. However, using the approximately 230 available Level III cases currently in RSRO, only six Level III violations/cases have resulted in a vacation of records penalty since 2013. Nearly all have been as a result of not meeting eligibility requirements. They are listed below:

Case #	Date	General Nature of Violation
373205	9/12/13	Student-athlete competed while not meeting progress toward degree.
415315	10/28/13	Three student-athletes competed and received aid prior to meeting progress toward degree. A fourth student-athlete received impermissible athletics aid due to nonqualifier status.
472230	12/9/13	Student-athlete practiced, competed, and received aid prior to meeting transfer legislation.
649531	5/12/14	Student-athlete practiced, competed, and received aid prior to meeting transfer legislation.
846767	10/27/15	Student-athlete practiced, competed, and received aid while not academically eligible.
948117	10/24/16	Student-athlete competed while enrolled less than full-time.

The Minimal Total Value of All Inducements/Benefits Received by the Seven Student-Athletes Who Eventually Enrolled and Competed at the University

The institution is not condoning the nature of the violations that it acknowledges took place. However, it notes that the value of the inducements/benefits in this case is not a large amount compared to other Level I and II cases. The total value of all inducements/benefits received by the student-athletes who eventually enrolled at the institution, as alleged by the

Enforcement Staff, is approximately \$2,485, of which \$1,675 is acknowledged by the institution. This results in an alleged average value of approximately \$311 ($\$2,485/8$ student-athletes = \$311) and an acknowledged average value of approximately \$240 ($\$1,675/7$ student-athletes = \$240). Many Level III cases, as detailed in Section I.D.1 of this response, have a significantly greater value of inducements.

The Potential Vacation of Records Penalty Being Added to the Other Penalties Imposed In This Case Would Result In an Unduly Severe Penalty Given the Violations Alleged

As noted above, Bylaw 19.9.7(g) is listed under Bylaw 19.9 – the list of penalties to be imposed upon an institution. It is one of the penalties on a long list of penalties in Bylaw 19.9.7.

The COI determines the findings in a case, assesses case severity, and applies penalties to meet that case severity. The COI typically imposes several types of sanctions (i.e., scholarship reductions, recruiting restrictions, etc.) to compose the overall penalty for an institution. When imposing penalties under Bylaw 19.9, the COI takes into consideration the impact of each type of penalty when deciding how to “package” the total overall penalties for that institution. For example, for scholarship penalties, the COI will examine the institution’s average number of scholarships awarded over the past few years, the number of incoming scholarships, redshirt averages, etc. Since the vacation of records penalty is listed within Bylaw 19, the COI should determine the impact of the vacation of records penalty in the context of the other penalties imposed. For example, if the COI believes a Level I case has a certain severity (hypothetically, a severity level of six), it must assemble its penalties to reach a penalty level of six. The total penalties, including the vacation, if imposed, should equal a case severity of six. As a result, it is necessary for the COI to review the impact of the vacation penalty, similar to determining the impact of other penalties, when determining an institution’s overall penalty.

The vacation of records penalty does not have the same level of severity in each case since the impact of this penalty varies by case. If the impact of the vacation penalty is not assessed, the total impact of all the penalties imposed could be significantly greater than the severity of the case.

In this case, if the COI imposes a vacation of records penalty and applies it to all student-athletes, the institution could have to vacate as many as 108 regular season and conference tournament wins and 15 NCAA postseason wins, including a national championship. The significant impact of such a vacation of records penalty must be considered by the COI along

with the impact of the other penalties imposed, so that the total punishment is fair in light of the violations.

The Student-Athletes Would Have Been Reinstated, Without Loss of Eligibility had the Furtive Activities of McGee Come to Light When the Student-Athletes Were Competing

The University contends that a vacation of records penalty should only be imposed for a student-athlete violation when the violation itself is sufficiently serious that the involved student-athlete would have been deemed ineligible had the violation been processed before (or after) competition. This provides a benchmark or standard that includes a severity factor. (This was the “common law” interpretation applied to Executive Regulation 31.2.2.4 when that bylaw allowed the Executive Committee to impose a vacation of wins penalty). Without a benchmark, any student-athlete who is ineligible and competes results in a vacation of records (i.e., a \$5 gift from a coaching staff member). As discussed above, an inconsistency in the process exists because not all violations of similar level are treated the same. There should be a clear understanding by the membership of this standard, if one exists. The standard should be whether the student-athlete would have lost eligibility.

The University notes that:

- (i) The SAR decision in this case provides a benchmark that indicates that a student-athlete would not have lost eligibility for their involvement in the violations.

and

- (ii) The values of the recruiting inducements or extra benefits in this case would not have resulted in loss of eligibility. These values range from \$100 (extra benefits for _____ to \$480 (recruiting inducements for _____. These are the largest amounts for a student-athlete and a prospect who competed. The institution is contesting _____ but notes that if his amount (\$100) was processed through SAR as an extra benefit, the

student-athlete would repay that amount and not be withheld from competition. Similarly, with respect to the \$480 inducement to [redacted] if that recruiting inducement was processed through SAR, the prospect would repay the amount and not be withheld from competition.

The COI should use a standard/benchmark to determine when a vacation of records penalty is appropriate as opposed to the general standard of “if an ineligible student-athlete competes, then a vacation of records must be applied”. That standard/benchmark should be “if a student-athlete lost eligibility, such as when a student-athlete competes while academically ineligible (i.e., the student-athlete did not meet the academic standards to be eligible and would not have been reinstated), then a vacation of records penalty is appropriate. However, in a situation where a student-athlete would have been reinstated without loss of competition, a vacation of records penalty is not appropriate.

Inherent Unfairness of Continuing Ineligibility for the Student-Athletes

This is a case about recruiting violations uncovered after the student-athletes have competed multiple years. Bylaw 13.01.1 indicates that if a student-athlete receives a recruiting inducement and enrolls at the institution, that student-athlete remains ineligible each year of competition. That application applies, regardless of the nature of the violation. For example, if a prospective student-athlete receives a ride by an institution’s coach during the prospect’s recruitment and that prospect enrolls in the institution, that prospect remains ineligible during all years of competition or until the time the prospect’s eligibility has been reinstated.

The University believes that Bylaw 13.01.1 was not intended to be a basis for 19.9.7(g) and vacating all records. If it were, no correlation would exist between the severity of the violation and the severity of the penalty, and the COI would have no discretion in Levels I, II, III, or IV cases and must vacate all such situations.

In this case, the institution won six games in the 2013 NCAA Division I Men’s Basketball Tournament, including the championship game. [redacted] student-athletes named in Allegation 1 competed in those tournament games – [redacted] also competed during the [redacted] season, when the Enforcement Staff contends they initially became ineligible. For [redacted], their potential ineligibility for the [redacted] season arises not from benefits received during that season but from the benefits/inducements that made them potentially ineligible during the [redacted] season. ([redacted] had an additional allegation arise in the [redacted] [redacted] . As a result, since [redacted] participated in [redacted] NCAA victories

over seasons, the University could be in jeopardy of forfeiting those wins due to being alleged to have watched a dance valued at \$100 the previous year – with his potential ineligibility “following him” to the next year. This is an inequity in the enforcement process.

Also, for all the student-athletes who enrolled and competed, they did not request the activity. In essence, the student-athletes were all high school kids on a visit to campus when McGee invited them to a party in the dorm and surprised them with adult entertainment dances. It was an awkward position in which to be unwillingly placed.

Case Precedent Regarding Similar Cases with a Similar Value of Violations Does Not Support Vacation of Records

The institution believes that, in recent cases, a vacation of records penalty typically has been included in cases when the violations related to academic impropriety, ineligible participation due to academic ineligibility, an institutional failure to monitor, and/or a lack of control. For example, of the 26 Level I and II cases since 2013 in which a vacation of records penalty has been imposed, 20 have included academic impropriety, academic ineligibility, institutional failure to monitor, or lack of institutional control violations. The following chart details cases with vacation of records from January 1, 2013, to December 7, 2016:

School	Date	General Nature of Violation	FM/L C
CA State, Nothridge	12/7/16	Academic misconduct; academic extra benefits; failure to monitor; unethical conduct	X
Notre Dame	11/22/16	Academic misconduct; academic extra benefits; unethical conduct	
Southern, Baton Rouge	11/16/16	Improper eligibility certification; exceeding GIA and counter limits; Failure to comply with CAP penalties; failure to monitor; lack of control	X
Alcorn State	10/19/16	Improper eligibility certification; failure to monitor	X
Lamar	9/22/16	Impermissible benefits; head coach responsibility	
Campbell	8/11/16	Improper eligibility certification	X
Missouri	8/2/16	Impermissible extra benefits and inducements	X
GA Southern	7/7/16	Academic fraud	
Jackson State	7/1/16	Ineligible participation due to nonqualifier status and competition under an assumed name; impermissible benefits; head coach responsibility	
Norfolk State	6/16/16	Improper eligibility certification	X
Arkansas State	4/13/16	Impermissible extra benefits	
Samford	4/12/16	Improper eligibility certification	X
So. Mississippi	4/8/16	Academic fraud; impermissible inducements; ineligible participation; impermissible financial aid/benefits; head coach responsibility	
Saint Peter's	2/2/16	Ineligible practice, competition, and expenses; former coach involved a coach with outside team with at least two student-athletes; pay for work not performed	
LA Lafayette	1/12/16	Academic misconduct; impermissible inducements	
Hawaii, Manoa	12/22/15	Impermissible coaching activities and exceeding coaching limits; extra benefits and ineligible participation; head coach responsibility	
Southern Methodist	9/29/15	Impermissible inducements, contacts, booster talking with PSAs on institution's behalf (men's golf); head coach responsibility and fraudulent academic credit (men's basketball)	X
Coastal Carolina	9/1/15	Impermissible private lessons to a recruit	
NC Greensboro	6/25/15	Improper eligibility certification	X
Syracuse	3/6/15	Impermissible benefits; academic fraud; drug testing; complimentary admissions; head	X

School	Date	General Nature of Violation	FM/L C
		coach responsibility	
Wichita State	1/29/15	impermissible benefits	X
AR Pine Bluff	11/5/14	Improper eligibility certification	X
Howard	5/20/14	Impermissible inducements, refunds/credits; misuse of GIA; ineligible competition; head coach responsibility	
Southeastern LA	12/10/13	Improper eligibility certification	X
Montana	7/26/13	Impermissible benefits	X
So. Mississippi	1/30/13	Impermissible benefits	X

The six shaded cases above do not relate to academic ineligibility and do not contain a finding of a failure to monitor or lack of control. They are further analyzed below by the value of the inducements/benefits provided. Nearly all have an inducement/benefit greater than alleged in this case. (As noted above, the amount of the inducements/benefits for prospects who eventually enrolled at the university that was alleged by the Enforcement Staff in this case totals only \$2,485, of which the institution is acknowledging \$1,675. These six “shaded” cases are detailed below:

School	Date	Value of Inducements/ Benefits	Nature of Violations Involving Student-Athletes Who Competed While Ineligible
Lamar	9/22/16	\$15,500	Three student-athletes received cash for books, tuition, and rent totaling \$15,500.
Arkansas State	4/13/16	\$5,165	One student-athlete received apparel worth \$5,165.
St. Peters	2/21/16	\$400 to \$4,096	At least seven student-athletes received payment for work not performed and/or received an impermissible arrangement for insufficiently documented work student hours. For five of the seven, the overpayments ranged from \$80 to \$824 (TCG NOTE: A range of \$400 to \$4,096).
Hawaii, Manoa	12/22/15	\$1,060	One student-athlete received a benefit of \$560. Another student-athlete received a free iPad (no value was provided in the finding).
Coastal Carolina	9/1/15	\$1,278	One prospect received golfing lessons valued at \$1,278.
Howard	5/20/14	\$11,500	Five student-athletes received \$11,500 in merchandise, transportation, and living expenses.

Approximately 25 cases from 2013 to December 2016 did not include the vacation of records penalty and are listed below. The majority contained violations that did not necessarily affect eligibility, such as CARA or text message violations. However, the cases shaded in the chart below involve recruiting inducements or extra benefits that include a value greater than: (i) the individual amount attributable to several of the student-athletes who eventually enrolled at the University; or (ii) the total value of \$2,485 alleged in the NOA. [It is unclear for some of the listed cases if the prospects or student-athletes ever competed for their institution, since some infractions reports do not comment on whether such competition occurred.]

Cases with No Vacation of Records from January 1, 2013, to December 2, 2016

School	Date	Nature of Violations	Approximate Value of Inducement	FM/C
Appalachian State	12/2/16	416 texts from assistant coach	N/A	
San Jose State	10/26/16	Impermissible CARA, coach allowed NQ to participate in CARA	N/A	
Alabama State	10/21/16	170 student-athletes used book scholarships to purchase non-course-related books/supplies; coach exceeded CARA	\$5,565	X
Mississippi	10/7/16	Academic fraud	N/A	
CA, Los Angeles	9/16/16	Associate head coach paid \$2,400 for two prospects to train	\$2,400	
Stanford	9/15/16	CARA (extending over 4 years) and extra benefits violations that occurred when athletics department housed student-athletes with local boosters; booster purchased a bike, provided use of a vehicle, clothing, holiday gifts, movie, and occasional meals.	\$3,488	X
Southeast Missouri State	2/12/16	Recruiting violations centered on twin prospects and one coach – recruiting periods, inducements (T-shirts, water bottles, socks, movie)	\$178	
Indiana-Purdue, Ft. Wayne	11/24/15	Three years of overages (52 SAs), not notifying SAs of reductions, etc.	\$42,224	X
Florida A&M	11/20/15	Over three years, 259 SAs didn't complete NCAA forms, 18 didn't complete medical exams	N/A	X
CA State, Sacramento	11/4/15	Failure to follow drug testing program, non-voluntary summer activities	N/A	
Oklahoma State	4/24/15	Failure to follow drug testing program and impermissible use of hostesses	N/A	
Southeastern LA	4/9/15	CARA	N/A	
Florida	2/20/15	Former assistant coach had impermissible contact with prospect	N/A	
West Virginia	2/18/15	Coaches in 14 sports sent impermissible texts over three years	N/A	
Georgia	12/16/14	Head coach made special arrangements with instructor in student-athlete online course needed for eligibility	N/A	
Weber State	11/19/14	Math instructor provided impermissible assistance/academic fraud to five student-athletes	N/A	
Northeastern	10/9/14	Head coach arranged for impermissible transportation for five individuals (\$2,425), ground/air transportation and hotel accommodations (\$4,027), and impermissible communication between prospects and current student-athletes; impermissible calls/texts	\$6,452	X
Georgia Tech	9/4/14	Five programs sent almost 500 impermissible texts and 300 impermissible calls.	N/A	X
St. Francis (PA)	8/28/14	Impermissible recruiting activities and extra benefits (\$1450) over two years by head and assistant coach to two student-athletes and one parent.	\$1,450	
New Hampshire	6/27/14	Booster providing eight student-athletes and families with over \$22,000 in impermissible benefits (cash, meals, travel, educational expenses) over four years	\$22,336	X
Fordham	11/26/13	Impermissible athletics aid awarded to 87 prospects prior to their initial FT enrollment when they had not initially enrolled in the minimum six credit hours.	N/A	X
Iowa State	9/6/13	Impermissible calls/texts involving voluminous calls/texts to numerous prospects in numerous sports; one MBB and one WBB staff member engaged in impermissible activities with a nonscholastic team	N/A	X
Oregon	6/26/13	Former coach allowed impermissible recruiting service to assist in recruitment of prospects, and this service provided impermissible benefits to prospect that was over \$400. \$25,000 was paid to a recruiting service (lacked national experience) for a one-year subscription, and this amount was more consistent with national level services, and non-coaching staff members placed/received 730 impermissible calls to/from 74 prospects. Exceeded coaching staff limitations.	\$400	X
Mississippi State	6/7/13	Impermissible recruiting activities (communication, inducements) by a representative with a prospect. Unethical conduct for f/m info. A few amounts are indicated for some inducements, but not for all (rental car, \$5,500 car, \$200 in cash, \$60 jacket, Visa Card, meals).	N/A	

School	Date	Nature of Violations	Approximate Value of Inducement	FM/IC
St. Mary's College	3/1/13	Inadequate investigation of information; improper involvement of MBB student-athletes with outside basketball trainers and conditioning coaches; former assistant coach provided three pairs of shoes, track suit, and jacket to a prospect; after assistant coach becomes director of basketball operations and later resigns, he continues to assist prospect recruitment by providing transportation on several occasions and arranging for a host family to pay \$9,660 tuition for prospect for one academic year at a local high school and providing airfare (\$1,085.52)	\$10,745.52	X

The University believes nearly all of these cases have a larger overall benefit value and individual student-athlete value than the value of \$2,485, of which \$1,675 is acknowledged.

3. Options Available to the COI – The University does not believe vacation of records is appropriate in this case for all the reasons outlined above.

However, if the COI considers a vacation penalty, the institution notes that the COI could distinguish between: (i) student-athletes based upon the amount of the inducement/benefit; (ii) student-athletes based upon the nature of the inducement/benefit; and (iii) academic year, which could include consideration of (i) and (ii) above.

More specifically, if the COI elects to consider a vacation penalty, the University believes the COI should take into account:

- i. The specific circumstances of each student-athlete, including the value of the benefit or type of violation for each involved student-athlete. For example, for the 2010-11 and 2011-12 academic years, those student-athletes that were involved in the allegations, some of which are disputed by the institution, received only the benefit of a dance, cash, or an offer, but no sexual activity;
- ii. Whether a violation should follow the student-athlete in subsequent years; and
- iii. The total value of the benefit per year and whether it warrants a vacation penalty for that year. For example, regarding the amount of inducement/benefit by academic year, while the institution understands the principle of continued ineligibility (and believes it inappropriate as applied to a vacation penalty), the amount of benefits provided during these academic years ranges significantly from \$205 to \$1,070 (although the overall alleged total is only \$2,485).

For the reasons stated above, the University feels very strongly that the vacation of records penalty is not warranted and welcomes a detailed discussion on this topic at the hearing.

IV. INFORMATION REQUESTED BY THE COMMITTEE ON INFRACTIONS

1. *Provide mailing and email addresses for all necessary parties to receive communications from the hearing panel of the NCAA Division I Committee on Infractions related to this matter.*
- Acting President Neville Pinto, University of Louisville, Louisville, KY 40292, neville.pinto@louisville.edu
 - Vice President for Strategy and General Counsel Leslie Strohm, University of Louisville, Louisville, KY 40292, leslie.strohm@louisville.edu
 - Outside Consultant Chuck Smrt, The Compliance Group, 8889 Bourgade Street, Lenexa, KS 66219, csmrt@tcgathletics.com
2. *Indicate how the violations were discovered.*
- (See Section I of this response).
3. *Provide a detailed description of any corrective or punitive actions implemented by the institution as a result of the violations acknowledged in this inquiry. In that regard, explain the reasons the institution believes these actions to be appropriate and identify the violations on which the actions were based. Additionally, indicate the date that any corrective or punitive actions were implemented.*
- (See Section III of this response).
4. *Provide a detailed description of all disciplinary actions taken against any current or former athletics department staff members as a result of violations acknowledged in this inquiry. In that regard, explain the reasons the institution believes these actions to be appropriate and identify the violations on which the actions were based. Additionally, indicate the date that any disciplinary actions were taken and submit copies of all correspondence from the institution to each individual describing these disciplinary actions.*
- (See Section III of this response).
5. *Provide a short summary of every past Level I, Level II or major infractions case involving the institution or individuals named in this notice. In this summary, provide the date of the infractions report(s), a description of the violations found by the Committee on Infractions/hearing panel, the individuals involved, and the penalties and corrective actions. Additionally, provide a copy of any major infractions reports involving the institution or individuals named in this notice that were issued by the Committee on Infractions/hearing panel within the last 10 years.*

Release Date of COI Report	Violations Found By COI	Involved Individual(s)	Penalties	Corrective Actions
1/11/57	Excessive aid offered to prospects; impermissible transportation; impermissible discounts; assistance by a representative in recruiting		<ul style="list-style-type: none">• 2 years probation• 2 years postseason ban	<ul style="list-style-type: none">• None indicated in report.
11/20/96	Impermissible financial assistance, lodging, and transportation; out-of-season practice/tryout; use of computers; dental services; unethical conduct; lack of institutional control and	<ul style="list-style-type: none">• Assistant Women's Volleyball Coach• Head Women's Volleyball Coach• Head Men's Basketball Coach• Assistant Men's Basketball Coach	<ul style="list-style-type: none">• 2 years probation• Prohibition of recruiting activities and salary freeze for assistant men's basketball coach (later suspended and resigned)• Prohibition of replacing assistant coach until 5 months after he resigned	<ul style="list-style-type: none">• Improved documentation and monitoring of telephone recruiting• Enhanced compliance with NCAA employment guidelines• Required completion of auto registration forms

Release Date of COI Report	Violations Found By COI	Involved Individual(s)	Penalties	Corrective Actions
	failure to monitor; extra benefits		<ul style="list-style-type: none"> Prohibition of telephone contact with involved prospect for 2-1/2 months 	<ul style="list-style-type: none"> Implemented volunteer coaching policies Tightened security at athletics events Issued disassociation letters to two representatives Issued letter of reprimand to involved coaches
9/22/98	Preferential treatment; improper recruiting contacts and extra benefits by a representative; impermissible telephone calls; several secondary violations	<ul style="list-style-type: none"> Two Representatives Assistant Men's Basketball Coach Part-Time Assistant Men's Basketball Coach Head Men's Basketball Coach 	<ul style="list-style-type: none"> 3 years probation Cancelled volleyball team's 1997 preseason competition in Japan Forfeited all contests won by volleyball team during 1996 regular and postseason competition Reduced by one the number of official visits in volleyball for one year Reduced by three number of athletically related financial aid awards in volleyball for two years Limited six official visits in volleyball for two years Suspended head women's volleyball coach from all coaching duties without pay for one month Five-year show-cause against assistant volleyball coach Non-renewal of assistant volleyball coach's employment contract Froze head women's volleyball and assistant men's basketball coaches' salary at previous year's level Reduced by one of athletically related financial awards in basketball for two years Froze assistant men's basketball coaches' salary at previous year's level Three-year show cause against assistant men's basketball coach Placed assistant men's basketball on probation for one year 	<ul style="list-style-type: none"> Required head women's volleyball coach, head men's basketball coach, and assistant men's basketball coach to attend at their own coast a NCAA Regional Compliance Seminar Required head men's basketball coach to submit monthly administrative reports to Director of Athletics Required head men's basketball coach to attend all athletics department compliance meetings

The last major infractions report concerning the institution is dated February 22, 1998, so no major infractions reports are being provided.

6. *Provide a chart depicting the institution's reporting history of Level III and secondary violations for the past five years. In this chart, please indicate for each academic year the number of total Level III and secondary violations reported involving the institution or individuals named in this notice. Also include the applicable bylaws for each violation, and then indicate the number of Level III and secondary violations involving just the sports team(s) named in this notice for the same five-year time period.*

All Sports:

Bylaw	2011-12	2012-13	2013-14	2014-15	2015-16	Total
11	0	0	0	0	2	2
12	0	0	3	2	4	9
13	3	4	10	7	10	34
14	1	1	1	0	0	3
15	0	1	0	0	1	2
16	0	0	2	0	1	3
17	0	1	0	1	0	2
Total	4	7	16	10	18	55

Men's Basketball:

Bylaw	2011-12	2012-13	2013-14	2014-15	2015-16	Total
11	0	0	0	0	0	0
12	0	0	0	0	0	0
13	1	0	1	0	0	2
14	0	0	1	0	0	1
15	0	0	0	0	0	0
16	0	0	0	0	0	0
17	0	0	0	0	0	0
Total	1	0	2	0	0	3

7. *Provide the institution's overall conference affiliation, as well as the total enrollment on campus and the number of men's and women's sports sponsored.*

The University of Louisville has a total enrollment of 21, 295, which includes part- and full-time students.

It is a member of the Atlantic Coast Conference, sponsors 23 sports [10 men's sports (baseball, basketball, cross country, football, golf, soccer, swimming and diving, tennis, and indoor/outdoor track and field) and 13 women's sports (basketball, cross country, field hockey, golf, lacrosse, rowing, soccer, softball, swimming and diving, tennis, indoor/outdoor track and field, and volleyball).

8. *Provide a statement describing the general organization and structure of the institution's intercollegiate athletics department, including the identities of those individuals in the athletics department who were responsible for the supervision of all sport programs during the previous four years.*

The University of Louisville Athletic Association fully funds 23 varsity sports and has approximately 650 student-athletes. Exhibit IV-1 is an organizational chart for the athletics department structure at the University.

The President has direct supervisory authority over athletics through the Vice President for Athletics who is appointed by the President and Board of Trustees, and who reports directly to the President as a member of the President's Leadership Team. The Vice President for Athletics oversees the day-to-day operations of the Department of Athletics and meets regularly with the President to review and

discuss all athletic matters

The President also is directly involved in the compliance oversight of the athletic department through communication with the Senior Associate Athletic Director for Compliance. The President reviews and signs off annually on the athletic department recruiting policy, and reviews annual Academic Progress Rate (APR) reporting to the NCAA. The Senior Associate Athletic Director for Compliance reports directly to the Vice President for Athletics.

Tom Jurich is the Vice President/Director of Athletics. He is in his 19th year at the University and was named to his current position in October of 1997. Jurich previously was the Director of Athletics at Colorado State University from 1994 to 1997 and Northern Arizona University from 1988 to 1994. Jurich attended Northern Arizona University and received his Bachelor's degree in business administration in 1980.

John Carns is the Senior Associate Athletic Director for Compliance and was elevated to that position approximately five years ago after serving as Associate Athletic Director for Compliance for seven years and Director of Compliance for four years. Prior to that time, he worked in government for the City of Binghamton (New York) from 1986 to 1993. Carns received his Bachelor's in communications in 1985 from State University College at Oswego, Juris Doctorate in 1996 from Thomas Cooley Law School, and Master's in sports administration in 1997 from St. Thomas University.

The Office of Athletics Compliance consists of the following full-time positions:

- John Carns, Senior Associate Athletic Director for Compliance
- Matt Banker, Associate Athletic Director for Compliance
- Lauren Rust, Assistant Athletic Director for Compliance
- Daniel Gossom, Associate Director for Compliance
- Emily Spears, Assistant Director for Compliance
- Caroline Nourse, Compliance Coordinator

Supervision of Sports Programs is designated as follows:

- Tom Jurich: Football and Men's Basketball
- Christine Herring, Senior Woman Administrator/Assistant Athletic Director: Women's Basketball, Women's Volleyball, Men's and Women's Cross Country, and Men's and Women's Indoor and Outdoor Track and Field
- Christine Simatacolos, Associate Athletic Director for Student Life: Men's and Women's Swimming and Diving
- Amy Calabrese, Assistant Athletic Director for Student-Athlete Development: Field Hockey, Rowing, Women's Lacrosse, and Men's and Women's Soccer

- Mark Jurich, Senior Associate Athletic Director/Development: Baseball, Softball, and Men's and Women's Golf
- John Carns: Men's and Women's Tennis

9. *State when the institution has conducted systematic reviews of NCAA and institutional regulations for its athletics department employees. Also, identify the agencies, individuals or committees responsible for these reviews and describe their responsibilities and functions.*

The Office of Athletic Compliance conducts systematic regular rules education for all athletic department staff members, sport program staffs, student-athletes, and university staff outside of athletics who have responsibilities that require direct or indirect involvement with NCAA rules including the Offices of the Registrar, Housing, Financial Aid and Admissions.

The athletics department previously retained The Grant Group to review its compliance with Title IX. As a result of the review, Christine Simatacolos, Associate Athletic Director for Student Life was named the Title IX contact for any complaints. She serves as a liaison to the University of Louisville Title IX coordinator, Brian Bigelow, who was hired at the University in July.

Christine Simatacolos met with each team at the beginning of the academic year to discuss her role as the athletic department Title IX coordinator and what resources are available to student-athletes, both within athletics and the University.

As a follow-up to the review, The Grant Group returned to campus in September and October 2016 to conduct training sessions with all student-athletes, coaches and staff.

In November 2016, the athletic department hired the Dan Beebe Group to do an independent Human Relations Risk Management Assessment with the athletic department staff, student-athletes, and key campus personnel outside of athletics. The objective is to review department and university policies and procedures for human relations problems and misconduct, and then make recommendations for improving policies and provide additional training for department and University staff.

As part of its membership in the Atlantic Coast Conference, the conference conducts a compliance systems review of its conference members. That review is scheduled for the 2017-18 academic year. While a member of the Big East conference, a systems review was undertaken in the 2008-09 academic year.

The athletics department also undertakes annual outside audits of its financial aid activities in which some areas relate directly to NCAA compliance, including athletic financial aid, team travel, and recruiting.

10. Provide the following information concerning the sports program(s) identified in this inquiry:

- The average number of initial and total grants-in-aid awarded during the past four academic years.

MEN'S BASKETBALL		
Year	INITIAL	TOTAL
2015-16	6	13
2014-15	6	13
2013-14	4	13
2012-13	2	13
Total	18	52
Avg.	4.5	13

- The number of initial and total grants-in-aid in effect for the current academic year (or upcoming academic year if the regular academic year is not in session) and the number anticipated for the following academic year.

MEN'S BASKETBALL		
Year	INITIAL	TOTAL
2016-17	2	11
Anticipated 2017-18	4	13

- The average number of official paid visits provided by the institution to prospective student-athletes during the past four years.

Year	MBB
2015-16	10
2014-15	11
2013-14	8
2012-13	8
Total	37
Average	9.25

- Copies of the institution's squad lists for the past four academic years.

See Exhibit IV-2.

- Copies of the institution's media guides, either in hard copy or through electronic links, for the past four academic years.

See Exhibits IV-3 through IV-6, which have been uploaded separately to the portal.

- A statement indicating whether the provisions of NCAA Bylaws 31.2.2.3 and 31.2.2.4 apply to the institution as a result of the involvement of student-athletes in violations noted in this inquiry.

(See Section III of this response).

- A statement indicating whether the provisions of Bylaw 19.9.7-(g) apply to the institution as a result of the involvement of student-athletes in violations noted in this inquiry.

(See Section III of this response).

11. *Consistent with the Committee on Infractions IOP 4-16-2-1 (Total Budget for Sport Program) and 4-16-2-2 (Submission of Total Budget for Sport Program), please submit the three previous fiscal years' total budgets for all involved sport programs. At a minimum, a sport program's total budget shall include: (a) all contractual compensation including salaries, benefits and bonuses paid by the institution or related entities for coaching, operations, administrative and support staff tied to the sport program; (b) all recruiting expenses; (c) all team travel, entertainment and meals; (d) all expenses associated with equipment, uniforms and supplies; (e) game expenses and (f) any guarantees paid associated with the sport program.*

See Exhibit IV-7.