



P.O. Box 6222  
Indianapolis, Indiana 46206  
Telephone: 317/917-6222

Shipping/Overnight Address:  
1802 Alonzo Watford Sr. Drive  
Indianapolis, Indiana 46202

[www.ncaa.org](http://www.ncaa.org)

March 17, 2017

CONFIDENTIAL/VIA SECURE WEBSITE

President Neville Pinto  
University of Louisville  
c/o Mr. Chuck Smrt  
The Compliance Group  
8889 Bourgade Street  
Lenexa, Kasas 66219

RE: Enforcement Written Reply and Statement of the Case, University of Louisville, Case No. 00527.

Dear President Pinto:

Enclosed is the enforcement written reply and statement of the case regarding the University of Louisville infractions case. NCAA Division I Bylaw 19.7.3 states that the NCAA enforcement staff shall submit a written reply to the hearing panel and pertinent portions to an involved individual or institution. In addition to submitting its reply and after the prehearing conference, the enforcement staff shall prepare a statement of the case, which shall set forth a brief history of the case, summary of the parties' positions on each allegation and a list of any remaining items of disagreement. An involved individual will be provided those portions of the statement in which he or she is named.

Any impermissible disclosure of confidential information that is contrary to Bylaw 19, and failure to protect the integrity of this case could result in an allegation that you violated the NCAA Principles of Ethical Conduct and/or the NCAA Cooperative Principle.

Please contact this office if you have any questions.

Sincerely,

Stephanie Hannah  
Director of Enforcement

SJH:jcd

Enclosure

cc: Mr. Thomas M. Jurich  
Ms. Leslie Strohm  
Mr. John Swofford  
Mr. Steven Thompson  
Ms. Elaine Wise

National Collegiate Athletic Association

*Supporting student-athlete success on the field, in the classroom and for life*

Equal Opportunity/Affirmative Action Employer

## ENFORCEMENT WRITTEN REPLY

University of Louisville – Case No. 00527

March 17, 2017

### **I. INTRODUCTION**

This case consists of four Level I violations that occurred from at least December 2010 through August 2016 involving the men's basketball program. The institution largely agrees with the facts of Allegation No. 1 and that it is Level I; however, it asserts that each subparagraph is independently a Level III violation, which is contrary to the NCAA enforcement staff's position. The institution and enforcement staff also disagree on two aggravating factors and one mitigating factor.

Allegation No. 1 involves 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), arranging for, offering and/or providing impermissible inducements and extra benefits. Specifically, the enforcement staff alleges that McGee arranged for, offered and or provided adult entertainment, sex acts and/or cash 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 worth at least \$5,400. The institution agrees that most of the alleged violations occurred. The institution only disputes the values assigned to 10 of the 43 violations in Allegation No. 1, which amounts to a disagreement involving \$480, and the involvement of one then prospective student-athlete and one then student-athlete in Allegation Nos. 1-b and 1-d. The institution questions the credibility of one involved then prospective student-athlete. The

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 2


---

institution also questions the credibility of Katina Powell (Powell), an escort McGee hired to provide the majority of the impermissible inducements and extra benefits, and/or one of her associates, despite records and other interviewees corroborating these individuals' accounts repeatedly during this investigation.

Allegation No. 2 addresses McGee's unethical conduct in providing impermissible inducements and offers and extra benefits, as well as his failure to cooperate in this investigation. McGee has not responded to these allegations, citing a related pending criminal investigation.

Allegation No. 3 addresses Brandon Williams' (Williams), a former men's basketball program assistant, failure to provide the institution and enforcement staff telephone records during this investigation. Williams disputes this allegation, and he is not named in Allegation Nos. 1, 2 or 4.

Allegation No. 4 involves Rick Pitino's (Pitino), head men's basketball coach, failure to demonstrate that he monitored McGee. Pitino and the institution dispute this allegation.

**II. ALLEGATION NO. 1** – From at least December 2010 through July 2014, McGee arranged for and/or provided impermissible inducements, offers and/or extra benefits in the form of adult entertainment, sex acts and/or cash 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 worth at least \$5,400. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(e) and 16.11.2.1<sup>1</sup> 

---

<sup>1</sup> In August 2013, adopted proposal RWG-16-5 revised the term "relatives" in NCAA Bylaw 16.11.2.1 to "family members." This revision had no substantive effect on Allegation No. 1.

**A. Overview.**

The institution agrees that a majority of the violations included in Allegation No. 1 occurred but disputes the dollar values assigned to six subparagraphs (1-f, 1-h, 1-j, 1-k, 1-l and 1-o) and one then prospective student-athlete's and one then student-athlete's involvement in Allegation Nos. 1-b and 1-d.

McGee notified the enforcement staff in writing that he was unable to respond to the allegations, citing a related pending criminal investigation.

**B. Enforcement staff's position as to why the violations should be considered Level I [NCAA Bylaw 19.1.1] and if the institution and involved individual(s) are in agreement.**

The enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 1 is a severe breach of conduct (Level I) because these alleged violations seriously undermine or threaten the integrity of the NCAA Collegiate Model in that they (1) provided or were intended to provide a substantial or extensive recruiting advantage or a substantial or extensive impermissible benefit; (2) included a men's basketball staff member providing cash, other benefits and/or inducements intended to secure enrollment of men's basketball prospective student-athletes at the institution; (3) involved intentional violations; and (4) involved a reckless indifference to NCAA bylaws.

The institution agrees that Allegation No. 1 collectively is a severe breach of conduct (Level I).

**C. Enforcement staff's review of facts related to the allegation.**

In 2003, the institution completed construction of Billy Minardi Hall (Minardi), a two-story 38-bed campus dormitory, built specifically to house the institution's entire men's basketball team. In addition to the men's basketball team, Minardi houses at least two men's basketball staff members, students affiliated with the men's basketball program and a select number of students not affiliated with the men's basketball program. From at least December 2010 through April 2014, the men's basketball program used Minardi to house then men's basketball prospective student-athletes staying at the institution during unofficial and official paid overnight visits.

From the commencement of the 2010 spring semester through the 2011-12 academic year, McGee, a former men's basketball student-athlete, was a program assistant with the institution's men's basketball staff.<sup>2</sup> According to McGee, as a program assistant, he was responsible for assisting the director of basketball operations with (1) coordinating the program's daily schedule, (2) ensuring that the student-athletes fulfilled their academic obligations, (3) video coordination, (4) recruiting by working with assistant coaches and attending staff meetings and (5) his role as the liaison for campus housing at Minardi and athletics compliance.<sup>3</sup> During the spring of 2012, the institution promoted McGee to director of basketball operations, a position he held until April 2014.

While he was a member of the men's basketball staff, McGee resided in Minardi and the men's basketball program trusted and relied on him to arrange visiting prospects' stays in Minardi. They

---

<sup>2</sup> A program assistant with the men's basketball program is similar to a graduate assistant position elsewhere.

<sup>3</sup> FI91, Page Nos. 3 and 4. The institution completed this interview before the enforcement staff joined the investigation. McGee declined to participate in a later interview with the enforcement staff.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 5

---

also trusted and relied on him to monitor prospects' and student-athletes' nightly activities in the dormitory.<sup>4</sup> From at least December 2010 through July 2014, McGee arranged for and provided then visiting men's basketball prospects and their associates and men's basketball student-athletes impermissible inducements and offers and extra benefits in the form of adult entertainment, sex acts and cash in Minardi and Louisville, Kentucky, hotels. McGee was familiar with female escorts and adult entertainers in the Louisville area and paid them to provide these services while he was either a staff member at the institution or a representative of the institution's athletics interests during the summer of 2014.

1. Allegation No. 1-a.

As detailed in its response, the institution agrees with the information in Allegation No. 1-a and that violations of NCAA legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>5</sup>

2. Allegation No. 1-b.

In [REDACTED], then men's basketball prospective student-athlete [REDACTED] completed an official paid visit at the institution.<sup>6</sup> During [REDACTED] visit, McGee arranged for female, adult entertainers to provide [REDACTED] and then men's basketball prospective student-athlete [REDACTED] a striptease show in Minardi.<sup>7</sup> McGee also provided [REDACTED] and [REDACTED] \$400 cash for

---

<sup>4</sup> FI56, Page Nos. 19, 20, 25, 26, 36 and 37; FI59, Page Nos. 6, 7, 20, 27, 28, 30, 36, 37 and 59; FI67, Page Nos. 25, 27, 29, 31 and 46 through 48; FI82, Page Nos. 15, 16 and 21; FI91, Page No. 8; Institution's response, Page Nos. III-3 and III-4; and Pitino's initial response, Page Nos. 4-9 and 4-10.

<sup>5</sup> FI1, Page Nos. 2 and 3; FI4 (IMG\_4385.JPG and IMG\_4386.JPG); FI5, Page Nos. 22 through 28 and 32 through 44; FI6; and FI11, Page Nos. 20 through 34.

<sup>6</sup> FI8.

<sup>7</sup> FI7, Page Nos. 15 through 21.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 6

---

tipping the adult entertainers and offered [REDACTED] the opportunity to have sex with one of the women.<sup>8</sup>

The total dollar value of these impermissible inducements and offer was at least \$650.<sup>9</sup> The institution disagrees with including [REDACTED] as a prospect who received impermissible inducements in this allegation.

The enforcement staff asserts that factual information in the record demonstrates that [REDACTED] received impermissible inducements. Specifically, [REDACTED] expressly identified [REDACTED] as being present for the striptease show and receiving cash during [REDACTED] official paid visit to the institution in [REDACTED]. The institution questions [REDACTED] information related to [REDACTED] because he references other than prospects possibly attending the show, who the institution states were not on campus at the time. During his interview, [REDACTED] referred to other than prospects and candidly acknowledged uncertainty regarding those specific individuals' attendance at the show. Similar to most interviewees, [REDACTED] acknowledged when he was uncertain about his recollection of facts. However, he never acknowledged uncertainty or questioned his memory regarding [REDACTED] presence at the show.<sup>10</sup> On the contrary, he was very clear that [REDACTED] attended the striptease show and he never equivocated. [REDACTED] honesty in acknowledging uncertainty regarding other prospects' presence does not soil the credibility of the balance of his interview. Rather, it supports the opposite, that [REDACTED] was honest and credible about [REDACTED] involvement in Allegation No. 1-b. The enforcement staff is not aware of any reason to doubt the accuracy of [REDACTED] recollection or to question his account of [REDACTED] attendance at the show.

---

<sup>8</sup> FI7, Page Nos. 19 through 21 and 26.

<sup>9</sup> FI1, Page Nos. 2 and 3, and FI7, Page Nos. 15 through 21.

<sup>10</sup> FI7, Page Nos. 16 through 21 and 25 through 28.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 7

---

The institution selectively cites only what [REDACTED] reported in his October 2015 interview. That interview did not address the specific event cited in this subparagraph because those facts were not known at the time. The October 2015 interview consisted of [REDACTED] speaking over the phone with an institutional representative before the institution and enforcement staff obtained the overwhelming majority of this case's background information.<sup>11</sup> Following that initial interview and after gathering additional information about [REDACTED] involvement in numerous other striptease shows and/or sex acts with adult entertainers in Minardi, the institution and enforcement staff took exhaustive measures to schedule a formal interview with [REDACTED] however, he refused to cooperate and never answered specific questions about the events at issue in Allegation No. 1-b.<sup>12</sup>

Additionally, [REDACTED] interviewees identified [REDACTED] as an individual who attended multiple striptease shows in Minardi. The enforcement staff believes each account of [REDACTED] attendance is credible. Powell, an escort involved in arranging many of the Minardi striptease shows, placed [REDACTED] at multiple striptease shows in Minardi. Then men's basketball student-athletes and [REDACTED] teammates [REDACTED], [REDACTED] and [REDACTED] also identified [REDACTED] as being present for Minardi striptease shows in addition to the one he admitted attending, as detailed in Allegation No. 1-j.<sup>13</sup> Based on [REDACTED] specific information identifying [REDACTED] [REDACTED] lack of cooperation during the investigation and numerous interviewees identifying [REDACTED] as a regular attendee at the striptease shows, the enforcement

---

<sup>11</sup> FI27.

<sup>12</sup> FI74, FI75 and FI76.

<sup>13</sup> FI1, Page Nos. 2, 6 and 7; FI7, Page Nos. 30 and 31; FI11, Page Nos. 26, 63 through 65 and 68; FI65, Page Nos. 10 through 12 and 14; and FI83, Page Nos. 12, 21 and 26.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 8

---

staff asserts that there is an adequate factual basis to allege and conclude that [REDACTED] received both a striptease show and cash as alleged in Allegation No. 1-b. The credible information supporting this allegation far outweighs the speculative information cited by the institution to dispute it.

3. Allegation No. 1-c.

As detailed in its response, the institution agrees with the information in Allegation No. 1-c and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>14</sup>

4. Allegation No. 1-d.

During the [REDACTED] McGee arranged for female, adult entertainers to provide [REDACTED] a striptease show in Minardi.<sup>15</sup> The value of this extra benefit was at least \$100.<sup>16</sup>

The institution acknowledges that a striptease show occurred and [REDACTED] was interacting with the adult entertainers. The institution nevertheless contests this allegation, citing what it believes to be conflicting information regarding the duration and date of the show. [REDACTED] stated that sometime between [REDACTED] at the institution, he went to a "party" in a Minardi dormitory room where women were dancing in lingerie. He reported [REDACTED] [REDACTED].<sup>17</sup> According to [REDACTED] the women at the party outnumbered the men and he recalled McGee and [REDACTED] being present in the room.<sup>18</sup> [REDACTED]

---

<sup>14</sup> FI1, Page Nos. 2 and 3; FI4 (IMG\_4366.JPG); FI9, Page Nos. 15 through 25; and FI10.

<sup>15</sup> FI1, Page Nos. 5 and 6; FI4 (IMG\_4370.JPG); FI65, Page Nos. 9 through 15 and 27; and FI66, Page Nos. 5 through 11 and 13 through 19.

<sup>16</sup> FI4 (IMG\_4370.JPG).

<sup>17</sup> FI65, Page Nos. 10 through 15, 24, 25 and 27.

<sup>18</sup> FI65, Page Nos. 10 through 12.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 9

---

admitted that he was present for this gathering in Minardi, and additional factual information from individuals with personal knowledge of the event demonstrates that [REDACTED] minimized the amount of time he was present at the striptease show and the women's level of undress.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] In September 2016, the institution and enforcement staff interviewed a group of women, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>19</sup> FI4 (IMG\_4370.JPG, IMG\_4392.JPG and IMG\_4393.JPG).

<sup>20</sup> FI4 (IMG\_4370.JPG, IMG\_4392.JPG and IMG\_4393.JPG).

<sup>21</sup> FI66, Page Nos. 5 through 11 and 13 through 19.

<sup>22</sup> FI66, Page Nos. 5 through 11 and 13 through 19.

<sup>23</sup> FI66, Page No. 17.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 10

---

[REDACTED]

[REDACTED]

The enforcement staff believes that credible factual information from multiple sources demonstrates that the violation occurred in or around the [REDACTED] [REDACTED] stated that he attended the show between [REDACTED] at the institution, a period that includes the [REDACTED]

[REDACTED]<sup>24</sup> [REDACTED]

in [REDACTED] and thought the striptease show at the institution occurred in approximately early

[REDACTED]<sup>25</sup> [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] There is no dispute that a show occurred and all of the factual information supports it occurred in approximately the [REDACTED]. The enforcement staff acknowledges that the exact date of the show is not known. However, a specific date is not critical to concluding that the violation occurred.

The institution references [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] support the occurrence of a

striptease show in this allegation. In fact, [REDACTED] specifically contradicts the institution's position by acknowledging he attended a gathering for at least five minutes where women danced [REDACTED]

---

<sup>24</sup> FI65, Page No. 10.

<sup>25</sup> FI66, Page Nos. 2 through 5.

<sup>26</sup> FI4 (IMG\_4367.JPG, IMG\_4368.JPG, IMG\_4369.JPG and IMG\_4370.JPG).

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 11

---

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]<sup>27</sup> Therefore, the institution is partially correct in that [REDACTED]

[REDACTED] however, it is incorrect in its assertion that [REDACTED] striptease show at issue in Allegation No. 1-d or demonstrate that [REDACTED].

Finally, the institution places [REDACTED] at or near the show but asserts that no violation occurred if the hearing panel finds he observed the adult entertainment [REDACTED]. The institution cites a joint interpretation regarding another student-athlete dated [REDACTED], finding no violation of extra-benefit legislation, and urges a similar result here. However, [REDACTED] experience was materially different from the student-athlete at issue in the interpretation. In the prior interpretation, [REDACTED]

[REDACTED] [REDACTED] walked through the common area and observed the women removing their clothing and dancing near prospects. The student-athlete did not stop and continued to exit the room.

Here, [REDACTED] went to the adult entertainment, which was not located in his dormitory room. [REDACTED] reported that he entered the room and observed women dancing in lingerie for approximately five minutes. Unlike the prior case, [REDACTED] went to the party, it did not come to him, and he did not immediately leave when he saw the women. According to [REDACTED] he watched the women dance for at least five minutes. Based on the information discussed above, the enforcement staff believes

---

<sup>27</sup> FI4 (IMG\_4392.JPG and IMG\_4393.JPG).

that [REDACTED] minimized the amount of time he was in the room and women's level of undress. However, even if the hearing panel finds that [REDACTED] only observed women in lingerie for five minutes, his account differs materially from the prior interpretation and demonstrates that he received an extra benefit in violation of NCAA rules.

5. Allegation No. 1-e.

As detailed in its response, the institution agrees with the information included in Allegation No. 1-e and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>28</sup>

6. Allegation No. 1-f.

With exception of the dollar value assigned to this allegation's sex acts, the institution agrees with the information in Allegation No. 1-f and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>29</sup> The enforcement staff believes that Powell provided credible factual information to support the stated dollar value for this allegation's sex acts.<sup>30</sup> However, it is uncontroverted that the sex acts occurred and the enforcement staff does not believe the precise dollar value assigned to the violations is material to the level analysis. Put simply, arranging and funding sexual intercourse for a prospective student-athlete on an official visit is a severe violation, wholly inconsistent with NCAA principles, whether valued at \$80 or \$120.

---

<sup>28</sup> FI1, Page Nos. 2, 3 and 6; FI11, Page Nos. 18 through 45; FI12; and FI13.

<sup>29</sup> FI1, Page Nos. 5 through 7; FI2, Page No. 1; FI4 (IMG\_4370.JPG, IMG\_4371.JPG, IMG\_4387.JPG, IMG\_4388.JPG, IMG\_4389.JPG and IMG\_4390); FI14, Page Nos. 31 through 38; FI15; and FI39.

<sup>30</sup> FI1, Page No. 3, and FI2, Page No. 1.

7. Allegation No. 1-g.

As detailed in its response, the institution agrees with the information in Allegation No. 1-g and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>31</sup>

8. Allegation No. 1-h.

With exception of the dollar value assigned to this allegation's sex act, the institution agrees with the information in Allegation No. 1-h and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>32</sup>

The enforcement staff believes that Powell and her journal provided credible factual information to support the stated dollar value for this allegation's sex act.<sup>33</sup> As previously stated, whether the sexual intercourse, arranged and funded by the institution, is valued at \$80 or \$120 is immaterial to the level analysis.

9. Allegation No. 1-i.

As detailed in its response, the institution agrees with the information in Allegation No. 1-i and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>34</sup>

---

<sup>31</sup> FI1, Page Nos. 2, 3 and 6; FI9, Page Nos. 19 through 26 and 31 and 32; and FI17, Page Nos. 15 through 26 and 28 through 31.

<sup>32</sup> FI2, Page No. 4; FI4 (IMG\_4414.JPG); FI20; and FI21.

<sup>33</sup> FI2, Page No. 4, and FI4 (IMG\_4414.JPG).

<sup>34</sup> FI4 (IMG\_4425.JPG); FI22, Page Nos. 21 through 45; FI23; FI24, Page Nos. 17 through 33; and FI25.

10. Allegation No. 1-j.

With exception of the dollar value assigned to this allegation's striptease show, the institution agrees with the information in Allegation No. 1-j and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>35</sup>

The enforcement staff believes that Powell's journal provided credible factual information to support the stated dollar value for this allegation's striptease show.<sup>36</sup> As previously stated, whether the striptease show is valued at \$350 or another figure is immaterial to the level analysis.

11. Allegation No. 1-k.

With exception of the dollar value assigned to this allegation's sex act, the institution agrees with the information in Allegation No. 1-k and that violations of legislation occurred. An interviewee's statements and documentary evidence provided the factual basis for this allegation.<sup>37</sup>

The enforcement staff believes that Powell's journal provided credible factual information to support the stated dollar value for this allegation's sex act.<sup>38</sup> As previously stated, whether the sexual intercourse, arranged and funded by the institution, is valued at \$80 or \$100 is immaterial to the level analysis.

---

<sup>35</sup> FI1, Page No. 6; FI4, (IMG\_4427.JPG); FI26; and FI27, Page Nos. 5 through 13.

<sup>36</sup> FI4, (IMG\_4427.JPG).

<sup>37</sup> FI4, (IMG\_4392.JPG and IMG\_4393.JPG); FI28, Page Nos. 33 through 41; and FI29.

<sup>38</sup> FI4, (IMG\_4392.JPG and IMG\_4393.JPG).

12. Allegation No. 1-l.

With exception of the dollar value assigned to this allegation's sex acts, the institution agrees with the information in Allegation No. 1-l and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>39</sup>

The enforcement staff believes that Powell's journal provided credible factual information to support the stated dollar value for this allegation's sex acts.<sup>40</sup> As previously stated, whether the striptease show, oral sex and sexual intercourse, arranged and funded by the institution, are valued at \$450 or another figure is immaterial to the level analysis of these allegations.

13. Allegation No. 1-m.

As detailed in its response, the institution agrees with the information in Allegation No. 1-m and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>41</sup>

14. Allegation No. 1-n.

As detailed in its response, the institution agrees with the information in Allegation No. 1-n and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>42</sup>

---

<sup>39</sup> FI1, Page Nos. 2 and 3; FI4 (IMG\_4402.JPG); FI30, Page Nos. 18 through 28 and 38 through 42; FI31, Page Nos. 4 through 16; FI32; and FI33, Page Nos. 1798 through 1800.

<sup>40</sup> FI4 (IMG\_4402.JPG).

<sup>41</sup> FI1, Page Nos. 2 and 3; F4 (IMG\_4376.JPG); FI33, Page Nos. 1934 through 1936; FI35, Page Nos. 9, 10, 15, 19 through 31 and 36; FI37; and FI38.

<sup>42</sup> FI1, Page Nos. 2 and 3; FI42, Page Nos. 24 through 46; FI43, Page Nos. 9 and 18 through 26; FI45; FI53; FI62; and FI63.

15. Allegation No. 1-o.

With exception of the dollar value assigned to this allegation's sex acts, the institution agrees with the information in Allegation No. 1-o and that violations of legislation occurred. Interviewees' statements and documentary evidence provided the factual basis for this allegation.<sup>43</sup>

The enforcement staff believes that Powell and a receipt for a wire transfer from McGee to Powell provided credible factual information to support the stated dollar value for this allegation's sex acts.<sup>44</sup> During her first interview with the institution and enforcement staff, Powell explained that she agreed with McGee, who was no longer located in Louisville, to perform the sex acts for \$500. Powell reported that she collected an initial \$200 cash from an unknown person at Minardi, and McGee later wired her an additional \$200.<sup>45</sup> The enforcement staff's position is that Powell agreed to perform the sex acts for \$500 but McGee only paid her \$400, which is the proper value for these impermissible inducements. As previously stated, whether the sexual intercourse, arranged and funded by the institution, is valued at \$200 or \$400 is immaterial to the level analysis.

**D. Remaining issue(s).**

1. In [REDACTED] did McGee arrange for and/or provide [REDACTED] a striptease show and cash in Minardi, as detailed in Allegation No. 1-b?
2. During [REDACTED] did McGee arrange for and/or provide [REDACTED] a striptease show in Minardi, and if so, did it constitute a violation as detailed in Allegation No. 1-d?

---

<sup>43</sup> FI1, Page Nos. 4 and 5; FI2; FI43, Page Nos. 3 through 12, 14, 15 and 31 through 33; FI44, Page Nos. 18 through 30 and 74 through 81; FI46; FI47; FI48; FI49; and FI91, Page No. 2.

<sup>44</sup> FI1, Page Nos. 4 and 5; FI47; FI48; and FI49.

<sup>45</sup> FI1, Page Nos. 4 and 5.

3. Are the dollar values correct as stated in Allegation Nos. 1-f, 1-h, 1-j, 1-k, 1-l and 1-o?

**E. Rebuttal information.**

- In its response, the institution states that Allegation No. 1 collectively is Level I; however, each subparagraph independently amounts to nothing more than a Level III violation based on the dollar value of each striptease show or sex act. Regardless of the values assigned to each violation, the enforcement staff asserts that a staff member arranging and funding adult entertainers and escorts to provide prospects and student-athletes adult entertainment, oral sex and sexual intercourse on campus is clearly Level I behavior and much more severe than the examples of free coaching, meals, lodging, golf, etc. that the institution cites in support of its position.<sup>46</sup> Even when viewed independently, the individual subparagraphs in Allegation No. 1 satisfy each element of the Level I definition in Bylaw 19.1.1 and are more severe than Level III violations. In any event, it is uncontroverted that together they constitute Level I activity.

- In its response, the institution states that a few interviewed student-athletes and prospects reported possible Level III violations unrelated to the events included in the notice of allegations but "available information did not support the conclusion that any Level III violations occurred."<sup>47</sup> The point does not inform on the merits of violations included in Allegation No. 1, and is also inaccurate. In fact, the institution self-reported a Level III violation that a men's basketball student-athlete shared during his interview with the institution and enforcement staff related to a men's

---

<sup>46</sup> Institution's response, Page Nos. I-8 and I-9.

<sup>47</sup> Institution's response, Page No. I-5.

basketball assistant coach providing him an impermissible inducement of cash for a meal during a recruiting visit. The Request/Self Reports Online report number for this Level III violation is 939019.

- In its response, the institution states that "[t]he 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..." The enforcement staff asserts that at least six then student-athletes who were identified as being involved in related activities and two former prospects who visited the institution during the period in question, refused to cooperate with or ignored the institution's and enforcement staff's requests for an interview. As a result, these individuals' lack of cooperation hindered the thoroughness of this investigation and the possible discovery of additional violations.<sup>48</sup>

**III. ALLEGATION NO. 2** – From at least [REDACTED] and in [REDACTED], McGee 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. McGee also failed to satisfy his responsibility to cooperate with the enforcement staff by refusing to furnish information relevant to an investigation of possible violations of NCAA legislation. [NCAA Division I Manual Bylaws 10.01.1 and 10.1 ([REDACTED] and [REDACTED]; 10.1-(c) [REDACTED]); 10.1-(a) ([REDACTED] and 19.2.3 and 19.2.3.2 ([REDACTED]

**A. Overview.**

The institution agrees with the portion of this allegation that pertains to Allegation No. 2-a, and takes no position on Allegation No. 2-b. McGee notified the enforcement staff in writing that he was unable to respond to the allegations, citing a related pending criminal investigation.

---

<sup>48</sup> FI36, FI74, FI75 and FI76.

**B. Enforcement staff's position as to why the violations should be considered Level I [NCAA Bylaw 19.1.1] and if the institution and involved individual(s) are in agreement.**

The enforcement staff believes a hearing panel could conclude that Allegation No. 2 is a severe breach of conduct (Level I) because it seriously undermines or threatens the Collegiate Model in that it (1) is an unethical conduct violation that involved a men's basketball staff member providing cash, other benefits and/or inducements intended to secure enrollment of prospective student-athletes at the institution; (2) involved intentional violations; (3) involved a reckless indifference to bylaws; (4) provided or was intended to provide a substantial or extensive recruiting advantage or a substantial or extensive impermissible benefit; and (5) involved a failure to cooperate in an enforcement investigation and the responsibility to cooperate is paramount to a full and complete investigation, which the membership has identified as critical to the common interests of the Association and preservation of its enduring values. [NCAA Bylaws 19.1.1, 19.1.1-(c), 19.1.1-(d), 19.1.1-(f) and 19.1.1-(h) (2016-17)]

The institution agrees that Allegation No. 2-a is Level I.

**C. Enforcement staff's review of facts related to the allegation.**

1. Allegation No. 2-a.

As detailed in Allegation No. 1, from at least [REDACTED], 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. The institution agrees with this allegation and

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 20

---

the level. McGee notified the enforcement staff in writing that he was unable to respond to the allegations, citing a related pending criminal investigation. The hearing panel may view McGee's decision not to respond as an admission that the alleged violations occurred. [NCAA Bylaw 19.7.2]

2. Allegation No. 2-b.

On February 10, 2016, the enforcement staff spoke to Scott Cox (Cox), McGee's attorney, and requested an interview with and telephone records from his client. Cox stated that McGee would not interview with the enforcement staff or provide copies of his telephone records due to a pending criminal investigation related to the subject matter of the institution and enforcement staff's investigation.<sup>49</sup> On June 1, 2016, the enforcement staff spoke to Cox a second time and renewed its requests. The enforcement staff also requested bank records from McGee. Cox informed the enforcement staff that McGee would not provide any of the requested information or participate in an interview due to the same pending criminal investigation.<sup>50</sup> As a result, McGee failed to satisfy his responsibility to cooperate with the enforcement staff by refusing to furnish information relevant to an investigation of possible violations of legislation. He also declined to respond to this allegation, so the hearing panel may view that decision as an admission that the alleged violation(s) occurred. [NCAA Bylaw 19.7.2]

**D. Remaining issue(s).**

None.

---

<sup>49</sup> FI50.

<sup>50</sup> FI51.

**IV. ALLEGATION NO. 3** – From May through August 2016, Williams violated the principles of ethical conduct when he refused to furnish the institution and enforcement staff telephone records that are relevant to an investigation of violations of NCAA legislation. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(a), 19.2.3 and 19.2.3.2 [REDACTED]]

**A. Overview.**

Williams disputes the allegation. The institution takes no formal position on the allegation as Williams was no longer employed by the institution during the time period at issue; however, the institution agrees that (1) the enforcement staff's request for Williams' cellular telephone records was made consistent with applicable legislation, (2) Williams refused to provide his cellular telephone records when requested to do so on several occasions by the institution and enforcement staff and (3) Williams should have provided his cellular telephone records.<sup>51</sup>

**B. Enforcement staff's position as to why the violations should be considered Level I [NCAA Bylaw 19.1.1] and if the institution and involved individual(s) are in agreement.**

The enforcement staff believes a hearing panel could conclude that Allegation No. 3 is a severe breach of conduct (Level I) because it seriously undermines or threatens the Collegiate Model in that it is an unethical conduct violation that involved a former men's basketball staff member's failure to cooperate in an enforcement investigation. The responsibility to cooperate is paramount to a full and complete investigation, which the membership has identified as critical to the common interests of the Association and preservation of its enduring values. Williams disputes this allegation and has not stated whether he agrees with the cited level. As stated above, the institution takes no formal position.

---

<sup>51</sup> Institution's response, Page Nos. II-61 and II-62.

**C. Enforcement staff's review of facts related to the allegation.**

Williams' cooperation in this case was limited and incomplete. He (1) provided his cellular telephone to the institution in early March 2016, so a mirror image of it could be made;<sup>52</sup> (2) participated in two interviews with the institution and enforcement staff April 13 and August 14, 2016; (3) provided four months of bank statements [REDACTED] April 29, 2016;<sup>53</sup> (4) provided additional bank record documentation [REDACTED] in May 2016; and (5) executed a bank records release form for [REDACTED] [REDACTED] June 2016. Based on Williams' statements in his April 2016 interview about his lack of contact with individuals involved in Allegation No. 1-o, coupled with the limited contents obtained from the mirror image of Williams' cellular telephone and Williams fitting the description of the individual who provided \$200 to Powell outside Minardi in [REDACTED] the enforcement staff requested Williams' cellular telephone call and text message records from the institution May 12, 2016. The purpose of the enforcement staff's request was to determine if Williams was involved in or had knowledge of violations of legislation and to verify the veracity of his statements. At that time, the institution informed the enforcement staff that Williams was no longer its employee; thus, the enforcement staff sent the cellular telephone call and text message records request directly to Williams at his home address [REDACTED] on May 20, 2016.<sup>54</sup>

---

<sup>52</sup> Institution's response, Page No. II-62, and Williams' response, Page No. 9.

<sup>53</sup> Institution's response, Page Nos. II-62 and II-63 and Williams' response, Page Nos. 4 and 9. Note that Williams provided these bank records to the institution, who then provided them to the enforcement staff. The institution's response states that Williams began providing bank records in May 2016; however, the institution uploaded copies of Williams' bank statements from [REDACTED] to the secure web custodial April 29, 2016.

<sup>54</sup> FI93 and Institution's response, Page No. II-61.

## ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 23

---

From May 20 to August 14, 2016, Williams failed to cooperate in an enforcement investigation when he refused to provide copies of his cellular telephone call and text message records as requested. The pertinent timeline for this violation is as follows:

May 20, 2016	The enforcement staff requested copies of Williams' cellular telephone call and text message records. The request was sent directly to Williams at his home address in Miami and asked that the records be provided to the enforcement staff by May 27, 2016. <sup>55</sup>
May 27, 2016	Williams did not submit the requested records.
June 2, 2016	Williams informed the enforcement staff in writing that he had not decided whether he would provide the requested records. <sup>56</sup>
June 6, 2016	The enforcement staff sent a second request for copies of Williams' cellular telephone call and text message records to his home address and asked that the records be provided to the enforcement staff by June 10, 2016. <sup>57</sup>
June 10, 2016	Williams did not submit the requested records.
June 30, 2016	The enforcement staff sent a third request for copies of Williams' cellular telephone call and text message records to his home address and asked that the records be provided to the enforcement staff by July 11, 2016. <sup>58</sup> The request also provided Williams the opportunity to inform the enforcement staff by July 11, 2016, if he preferred the enforcement staff to obtain his cellular telephone and text message records through an executed release form. <sup>59</sup>
July 11, 2016	Williams did not submit the requested records or indicate whether he preferred the enforcement staff to obtain his records on his behalf.
August 14, 2016	Williams was interviewed by the institution and enforcement staff and stated that he would not provide copies of his cellular telephone and text message records or execute a release to allow the enforcement staff to obtain the records. <sup>60</sup> Williams was afforded an opportunity to state his reason for not providing the requested records or executing a release, but he declined to do so. <sup>61</sup>

---

<sup>55</sup> FI93; and Institution's response, Page No. II-61.

<sup>56</sup> FI95.

<sup>57</sup> NLeffler\_CO\_LtrRspBWilliams\_060616\_Louisville\_00527.pdf. This document is contained in Williams' secure web custodial and is attached as Exhibit NCAA-2.

<sup>58</sup> FI94.

<sup>59</sup> FI94.

<sup>60</sup> FI52, Page Nos. 2, 3 and 31.

<sup>61</sup> FI52, Page Nos. 2 and 3.

**D. Remaining issue(s).**

1. Did Williams fail to cooperate in an NCAA investigation by refusing to provide cellular telephone records when requested?

**E. Rebuttal information.**

- In his response, Williams does not assert that he provided the requested materials. Instead, Williams claims for the first time that the enforcement staff's request for his cellular telephone call and text message records was "an unreasonable and inappropriate fishing expedition" made "without a good faith basis to believe the demands would yield evidence relevant to the investigation."<sup>62</sup> Williams did not raise these objections with the enforcement staff at the time of the request, and even if this were the appropriate time to introduce objections to the scope of a document request, his position is without merit. As the institution states in its response, the enforcement staff's request for Williams' records was consistent with applicable legislation. Specifically, the enforcement staff requested Williams' cellular telephone call and text message records to determine whether he was involved in or had any knowledge of NCAA rules violations and to verify the veracity of his prior statements. The request was designed to uncover information relevant to potential violations of NCAA rules and was narrowly tailored to assist all parties, including this hearing panel, in concluding whether any such violations occurred.

In early March 2016, the institution obtained the cellular telephones of several men's basketball coaching staff members, including Williams, so it could make mirror images of the phones. The

---

<sup>62</sup> Williams' response, Page Nos. 4 and 11.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 25

---

information contained on Williams' cellular telephone was limited<sup>63</sup> and not from the time of the possible violations, as he obtained a new cellular telephone less than one month prior to the mirror image being made. Based on information that a violation occurred in [REDACTED] as outlined in Allegation No. 1-o, the enforcement staff requested cellular telephone call and text message records for the [REDACTED]. However, the physical cellular telephone obtained by the institution was not the one associated with the enforcement staff's request. In addition, in his April 13, 2016, interview, Williams explained that he deleted old contacts and removed information from his device after some time and added that McGee's telephone number was one of the contacts he deleted.<sup>65</sup> The enforcement staff believes these facts alone were a valid basis for requesting Williams' cellular telephone records.

Furthermore, as discussed in his two interviews, Williams fit the description of an individual reported to have met Powell outside Minardi [REDACTED] and provided her with \$200 in cash.<sup>66</sup> An entry on a Brantley Security Services form for Minardi that same day identified Williams as exiting and re-entering through a rear door of Minardi at 10:05 p.m. Eastern time.<sup>67</sup> In his first interview, Williams did not remember entering and exiting Minardi at the same time [REDACTED],<sup>68</sup> and in both interviews he denied being the individual who provided Powell with \$200 cash

---

<sup>63</sup> Institution's response, Page No. II-62.

<sup>64</sup> FI93; FI94; Institution's response, Page No. II-62; and Exhibit NCAA-2.

<sup>65</sup> Williams' April 13, 2016, interview transcript, Page No. 21 (BWilliams\_TR\_041316\_Louisville\_00527.pdf). This interview transcript is contained in Williams' secure web custodial and is attached as Exhibit NCAA-3.

<sup>66</sup> Institution's response, Page No. II-62; FI52, Page Nos. 16 and 17; and Exhibit NCAA-3, Page Nos. 31 and 32.

<sup>67</sup> FI52, Page Nos. 16 and 17; Williams' response, Page Nos. 7 and 8; and Exhibit NCAA-3, Page Nos. 31 and 32.

<sup>68</sup> Exhibit NCAA-3, Page Nos. 31 and 32.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 26

---

that day.<sup>69</sup> These additional facts strengthened the enforcement staff's need to review Williams' cellular telephone records.

Moreover, Williams denied or could not remember whether he had any telephone contact in [REDACTED] with individuals involved in violations outlined in Allegation No. 1-o.<sup>70</sup> Williams specifically denied having telephone or text communication with [REDACTED]

[REDACTED] Additionally, while Williams acknowledged obtaining McGee's telephone number when they met at a Louisville establishment [REDACTED]

[REDACTED]<sup>72</sup> he could not recall whether he had any contact with McGee after that first meeting.<sup>73</sup> Given Williams' denial of contact with [REDACTED] and stated lack of recollection of communicating with McGee, the enforcement staff's request for Williams' cellular telephone call and text message records was valid as it was made in an effort to determine the frequency, if any, of communication between him and the aforementioned individuals involved in violations as outlined in Allegation No. 1-o.

In addition, Williams' [REDACTED]  
[REDACTED]<sup>74</sup> During his first interview, Williams reported that [REDACTED]

---

[REDACTED] FI52, Page Nos. 16 and 17, and Exhibit NCAA-3, Page No. 39.

<sup>70</sup> Exhibit NCAA-3, Page Nos. 19 and 25.

<sup>71</sup> Williams' response, Page No. 7, and Exhibit NCAA-2, Page No. 24.

<sup>72</sup> Williams' response. Page Nos. 6, 7 and 13, and Exhibit NCAA-3, Page Nos. 19 through 22, 24, 25 and 40.

<sup>73</sup> Exhibit NCAA-2, Page Nos. 20, 21 and 40.

<sup>74</sup> The institution and enforcement staff had not obtained any bank records from Williams prior to his first interview April 13, 2016.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 27

---

(1) Mike Balado (Balado), assistant men's basketball coach, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] In addition, despite being asked in his first interview about [REDACTED]

[REDACTED] Williams failed to report [REDACTED]

[REDACTED] As a result of these contradictions, the enforcement staff had concerns about Williams' credibility, which called into question the veracity of his statements made in his first interview about his involvement in or knowledge of the violations outlined in Allegation No. 1-o and furthered the need for the enforcement staff to review Williams' cellular telephone records.

Based on the above, the enforcement staff's request for Williams' cellular telephone call and text message records was consistent with applicable legislation and was not a "fishing expedition" or made "without a good faith basis" as Williams contends. Additionally, the request was limited

---

<sup>75</sup> Williams' response, Page Nos. 8 and 9, and Exhibit NCAA-2, Page No. 33 through 39.

<sup>76</sup> Williams' [REDACTED] Page No. 13 (Item28\_BW [REDACTED] Records\_041416\_Louisville\_00527.pdf). [REDACTED] are contained in Williams' secure web custodial and are attached as Exhibit NCAA-4.

<sup>77</sup> Williams identified the [REDACTED] ooster as his "friend" and claims that "NCAA Enforcement...intruded into that person's life" by interviewing him (Williams' response, Page No. 10). However, Williams only knew the booster for approximately one month [REDACTED] FI19, Page No. 28).

<sup>78</sup> FI52, Page Nos. 19 through 28.

<sup>79</sup> Exhibit NCAA-3, Page No. 39.

## ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 28

---

to a four-month period and made to determine if Williams was involved in or had knowledge of violations of legislation and to verify the veracity of his statements. The inability to review the requested information prevented the enforcement staff from investigating important components of this matter thoroughly and also hindered the enforcement staff's ability to provide complete and relevant information to this hearing panel.<sup>80</sup>

- On several occasions in his response, Williams asserts that he was not advised that he could have personal legal counsel.<sup>81</sup> However, a review of the record shows this assertion is false. Bylaw 19.5.4 expressly allows representation by counsel, and during his interviews Williams was advised on the record that he could have personal legal counsel present.<sup>82</sup> He chose to proceed without counsel. Williams also claims that in ongoing discussions with an institutional representative, the representative implied that he did not need his own counsel.<sup>83</sup> The enforcement staff cannot address this claim as it was not a party to those discussions; however, on June 1, 2016, the

---

<sup>80</sup> Infractions Decision No. 443 (Lamar University; September 22, 2016), Page Nos. 34-35: "NCAA Bylaw 10.1-(a) specifically deems it an act of unethical conduct for an institutional staff member to refuse to furnish pertinent information about a possible violation of NCAA legislation when asked to do so by the NCAA or the institution. NCAA Bylaw 19.2.3 imposes an affirmative obligation on current and former institutional staff members to cooperate fully with the enforcement staff, the COI, and Infractions Appeals Committee in an infractions case. The obligation to cooperate fully requires institutions and individuals to protect the integrity of investigations and to make a full and complete disclosure of any relevant information, including any information requested by the enforcement staff or relevant committees." Infractions Decision No. 435 (University of Louisiana at Lafayette; January 12, 2016), Page No. 18: "NCAA Bylaw 19.2.3 provides that current and former institutional staff members have an affirmative obligation to cooperate fully with and assist the enforcement staff, COI, and Infractions Appeals Committee to further the objectives of the NCAA and its infractions program. NCAA Bylaw 19.2.3.2 details some of the potential consequences for failing to satisfy the responsibility to cooperate including, an independent allegation and/or being considered an aggravating factor for purposes of determining a penalty." Infractions Decision No. 435 (Southern Methodist University; September 29, 2015), Page No. 7: "NCAA Bylaw 19.2.3 places a duty on all current and former institution staff members to cooperate. If current or former institutional employees refuse to furnish relevant information, that refusal can be deemed unethical conduct under NCAA Bylaw 10.1-(a)."

<sup>81</sup> Williams' response, Page Nos. 6, 11 and 12.

<sup>82</sup> FI52, Page Nos. 1 and 2, and Exhibit NCAA-3, Page No. 24.

<sup>83</sup> Williams' response, Page No. 11.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 29

---

institutional representative referenced in the discussions with Williams advised the enforcement staff by email that Williams informed him he was meeting with potential legal counsel that week.<sup>84</sup> After receiving the email from the institutional representative, Williams himself advised the enforcement staff that he was contemplating hiring personal legal counsel in a letter dated June 2, 2016.<sup>85</sup> As such, Williams was advised on multiple occasions and knew he could have personal legal counsel.

- In three footnotes in his response, Williams asserts that the enforcement staff did not meet its obligations pursuant to Bylaw 19.5.9 to provide him with materials pertinent to the case. Williams' assertion is made with a disregard for the facts and a misunderstanding of Allegation No. 3. First, Williams claims he should have been provided access to Balado's interview transcript because "Mr. Balado's explanation was entirely consistent with Mr. Williams' testimony"<sup>86</sup> as it relates to [REDACTED] text messages between Balado and Williams [REDACTED] Balado made to Williams.<sup>87</sup> However, Balado was not asked about the [REDACTED] text messages or [REDACTED] in his interview and has never discussed those matters in connection with this inquiry.<sup>88</sup> It is unclear what testimony Williams refers to or how it is probative of the limited allegation here. Second, Williams references a May 12, 2016, letter from the enforcement staff to

---

<sup>84</sup> CSmrt\_CO\_WilliamsMeetinWithCounselFollowupRecRqst\_060116\_Louisville\_00527.pdf. This document is contained in Williams' secure web custodial and attached as Exhibit NCAA-5.

<sup>85</sup> FI95.

<sup>86</sup> Williams' response, Page No. 9. It should be noted that Balado's April 12, 2016, interview transcript (FI67) was not made available to Williams; however, Williams' attorney has a copy of it, as he also represents Balado. On May 25, 2016, he requested a copy of the interview transcript, and after he executed a confidentiality agreement, the enforcement staff provided a copy of the interview transcript to him in his capacity as Balado's attorney May 27, 2016.

<sup>87</sup> Williams' response, Page Nos. 8 and 9.

<sup>88</sup> FI67. This FI (Balado's April 12, 2016, interview transcript) was not made available to Williams. However, Williams' attorney has a copy of the FI, as he also represents Balado.

## ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 30

---

the institution requesting Williams' cellular telephone call and text message records as further evidence that the enforcement staff violated its obligation to provide information pertinent to the case. As stated above, after receiving this letter request, the institution informed the enforcement staff that Williams was no longer its employee. In turn, the enforcement staff sent a request directly to Williams May 20, 2016, with a copy of the May 12 letter attached. Finally, Williams suggests that the enforcement staff obtained items such as surveillance tapes or had exculpatory statements from individuals like McGee that it withheld from Williams.<sup>89</sup> Such items do not exist, nor would they pertain to Williams' failure to provide requested cellular telephone records. Based on the above, the enforcement staff provided Williams the information relevant to his failure to cooperate from May 20 to August 14, 2016.

- In Footnote No. 3 on Page No. 12 of his response, Williams claims an enforcement staff member attempted to mislead him. However, the exchange referenced in the footnote is between Williams and an institutional representative.<sup>90</sup>

**V. ALLEGATION NO. 4** – From at least December 2010 through April 2014, Pitino 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 McGee, 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. [NCAA Division I Manual Bylaws 11.1.2.1 ( [REDACTED] )<sup>91</sup> and 11.1.1.1 ( [REDACTED] )]

---

<sup>89</sup> Williams' response, Page No. 14.

<sup>90</sup> FI52, Page Nos. 26 and 27.

<sup>91</sup> On October 30, 2012, and during the period of Allegation No. 4, adopted proposal 2012-15 changed Bylaw 11.1.2.1 to 11.1.1.1. and substantively revised it in the following manner:

**A. Overview.**

Pitino is presumed responsible for the actions of his staff members unless he affirmatively rebuts that presumption by demonstrating that he promoted an atmosphere of compliance and monitored his direct and indirect reports. The enforcement staff alleges that Pitino failed to demonstrate the latter. The institution and Pitino dispute this allegation.

**B. Enforcement staff's position as to why the violations should be considered Level I [NCAA Bylaw 19.1.1] and if the institution and involved individual(s) are in agreement.**

The enforcement staff believes that a hearing panel could conclude that Allegation No. 4 is a severe breach of conduct (Level I) because the head coach failed to demonstrate that he monitored a member of his staff, resulting from underlying Level I violations. The institution and Pitino dispute this allegation and have not stated whether they agree with the cited level.

**C. Enforcement staff's review of facts related to the allegation.**

From the commencement of the 2010 spring semester through April 2014, McGee was a program assistant and the director of basketball operations for the institution's men's basketball program. During his four plus years as a men's basketball staff member, McGee resided in Minardi and the men's basketball program trusted and relied on him to arrange visiting prospects' stays in Minardi and/or monitor their and student-athletes' nightly activities when staying in the

---

~~It shall be the responsibility of an~~ **An Institution's head coach is presumed to be responsible for the actions of all assistant coaches and administrators who report, directly or indirectly, to the head coach.** ~~An Institution's head coach to~~ **shall** promote an atmosphere ~~for~~ **of** compliance within ~~the~~ **his or her** program ~~supervised by the coach~~ and ~~to~~ **shall** monitor the activities ~~regarding compliance~~ of all assistant coaches and ~~other~~ administrators involved with the program who report directly or indirectly to the coach.

dormitory.<sup>92</sup> In addition, the men's basketball program depended on McGee, a former student-athlete who played for Pitino, to manage many of the other on-campus recruiting activities, which included McGee interacting with visiting prospects similar to a student host.<sup>93</sup> McGee was responsible for (1) leading prospects on tours of the institution's campus and Minardi, (2) speaking with prospects about playing for Pitino while the prospects observed practices, (3) scheduling prospects' academic appointments, (4) connecting prospects on unofficial visits with student-athletes and (5) ensuring that the prospects were on time for scheduled events during visits.<sup>94</sup>

While the men's basketball program was relying on and trusting McGee to monitor prospect and student-athlete activities in Minardi, McGee arranged for and provided impermissible inducements and offers and extra benefits in the form of adult entertainment, sex acts and cash. Despite the program's heavy reliance on McGee during on-campus recruiting activities, which included monitoring activities in Minardi, no men's basketball staff member, including Pitino, ever specifically asked McGee what the prospects did to consume their time once they were under his watch in the dormitory. In his April 26, 2016, interview, Pitino said he felt it was his assistant coaches' responsibility to monitor McGee's activities with prospects visiting the institution. Pitino believed his role in monitoring was limited to obtaining feedback from McGee regarding where he thought the prospects would enroll.

---

<sup>92</sup> FI56, Page Nos. 19, 20, 25, 26, 36 and 37; FI59, Page Nos. 6, 7, 20, 27, 28, 30, 36, 37 and 59; FI67, Page Nos. 25, 27, 29, 31 and 46 through 48; FI82, Page Nos. 15, 16 and 21; FI91, Page No. 8; Institution's response, Page Nos. III-3 and III-4; and Pitino's initial response, Page Nos. 4-9 and 4-10.

<sup>93</sup> FI82, Page Nos. 15 and 16.

<sup>94</sup> FI56, Page Nos. 19, 20, 24 and 25; FI59, Page No. 30; FI60, Page Nos. 38 and 39; FI67, Page No. 48; and FI82, Page Nos. 15 and 16.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 33

---

[Excerpt from Pitino's April 26, 2016, interview with the institution and enforcement staff]

NL: Nate Leffler, NCAA associate director of enforcement.

RP: Rick Pitino.

NL: And was there anyone who specifically monitored Andre's activities with the prospects when they were on campus?

RP: The assistant coaches did.

NL: Did you have any role in that monitoring?

RP: Just in terms of any feedback that Andre had with the recruits, anything that -- any discussions that he had with them, you know, was it North Carolina, was it Duke, was it us, where do you think he's lean -- where do you think the young man's leaning.

NL: And how would -- what type of information would Andre usually present you after you asked those questions?

RP: He would tell me that he thinks we're in great shape, he thinks the kids like -- the kid like -- the parents like it a lot, the kid likes it a lot -- or he feels Duke's leading, things of that nature.<sup>95</sup>

Pitino did not conduct frequent spot checks to uncover potential or existing compliance problems as it relates to McGee's interactions with prospects and student-athletes. Pitino failed to demonstrate that he actively looked for red flags, asked pointed questions or even occasionally solicited honest feedback from McGee about activities occurring under his supervision. These are basic elements of a head coach's obligation to monitor. If Pitino saw no red flags in connection with McGee's interactions with then prospective and current student-athletes, it was because he was not looking for them. By not taking an active role in monitoring McGee, Pitino was unable to

---

<sup>95</sup> FI60, Page Nos. 40 and 41.

show that he satisfied his obligations under Bylaw 11.1.1.1 and unable to rebut the presumption of responsibility for the serious and prolonged violations committed by a member of his staff.

Pitino cannot completely delegate away responsibility for activities involving McGee's interactions with prospects and student-athletes or their activities in Minardi. Even if he believed it was possible or advisable to task assistant coaches with the ultimate responsibility for monitoring McGee, those assistant coaches appear to have been unaware of that expectation. For example, Kevin Keatts (Keatts), then assistant men's basketball coach from May 2011 until April 2014 and current University of North Carolina Wilmington head men's basketball coach, was the primary recruiter for eight of the 15 prospects identified in [REDACTED]. According to Keatts, he did not monitor McGee's interactions with prospects to ensure that they were compliant with NCAA rules and was unaware of anyone monitoring McGee.<sup>96</sup> Keatts stated that "everybody assumed that everybody was doing the right thing."<sup>97</sup> Keatts did not report that Pitino tasked him with monitoring McGee. Instead, Keatts reported that conversations with McGee after leaving a prospect at Minardi were mostly about the prospect's schedule for the next day. Keatts denied that he ever received updates from McGee about the status of a prospect's visit.<sup>98</sup> Keatts reported that the only thing close to McGee reporting to Pitino about prospects' activities in Minardi was McGee answering questions from other coaches, including possibly Pitino, about whether a prospect enjoyed his visit.<sup>99</sup>

---

<sup>96</sup> FI56, Page No. 27.

<sup>97</sup> FI56, Page No. 27.

<sup>98</sup> FI56, Page Nos. 26, 30 and 47.

<sup>99</sup> FI56, Page Nos. 37 and 38.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 35

---

Wyking Jones (Jones), then assistant men's basketball coach during the 2011-12 through 2014-15 academic years and current University of California, Berkeley, assistant men's basketball coach, was the primary recruiter for four of the prospects identified in [REDACTED]. Like Keatts, Jones did not feel he was responsible for monitoring any other staff members' compliance with NCAA rules.<sup>100</sup> He did not report being tasked by Pitino to monitor McGee. Jones stated that he could not recall anyone monitoring a prospect's unofficial visit to ensure that it was compliant with NCAA rules while the prospect was on campus.<sup>101</sup> Additionally, Jones stated that when a prospect was with McGee at Minardi and outside of his presence, his communication with McGee may have included confirming the next day's schedule, that the visit was going well and that the prospect was having a good time. Jones further stated that he felt Minardi was a safe place. Jones trusted that visits were going well and did not believe he was responsible for the prospect or ensuring that the prospect was not involved in receiving adult entertainment, sex acts or cash while the prospect was at Minardi.<sup>102</sup>

Tim Fuller (Fuller), then assistant men's basketball coach for the 2010-11 academic year and [REDACTED] stated that if an unofficial visit occurred on the day of a home competition, the coaching staff had limited interaction with the prospect. Fuller said if the prospect stayed at Minardi, the coaching staff felt

---

<sup>100</sup> FI59, Page No. 17.

<sup>101</sup> FI59, Page No. 26.

<sup>102</sup> FI59, Page Nos. 31, 36, 37, 46, 47 and 59.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 36

---

the prospect was in good hands with McGee, who was expected to contact the coaches if there were any issues.<sup>103</sup> He did not report being tasked by Pitino to monitor McGee.

Balado, [REDACTED] denied having any role in monitoring other staff members to ensure they complied with NCAA rules.<sup>104</sup> Balado was the only current or then men's basketball staff member interviewed who stated that during the year he was on staff with McGee, he recalled Pitino asking if there were any issues with the "dorms."<sup>105</sup> Keatts stated that he never saw Pitino ask McGee about the dormitory during staff meetings and never saw McGee provide Pitino an update about Minardi.<sup>106</sup> Similarly, Jones reported that he was not aware of men's basketball staff members in charge of monitoring Minardi ever providing Pitino any Minardi updates.<sup>107</sup>

It is clear that neither Pitino nor his assistant coaches monitored McGee. Furthermore, neither Pitino nor his assistant coaches regularly solicited honest feedback about dormitory activities from prospects or student-athlete hosts. For example, Keatts stated that he did not recall Pitino ever asking visiting prospects any type of probing questions about their activities when staying in Minardi, and Keatts also denied asking those questions of prospects named in Allegation No. 1.<sup>108</sup> Keatts reported that he would talk with a prospect and student host about the prospect's interest in the institution and "to see how he was doing."<sup>109</sup>

---

<sup>103</sup> FI82, Page No. 21.

<sup>104</sup> FI67, Page No. 20.

<sup>105</sup> FI67, Page No. 32.

<sup>106</sup> FI56, Page Nos. 57 and 58.

<sup>107</sup> FI59, Page No. 22.

<sup>108</sup> FI56, Page Nos. 32, 40, 41 and 44.

<sup>109</sup> FI56, Page No. 26.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 37

---

Similarly, although Jones initially reported that he asked prospects what they did while staying in Minardi, he later clarified that asking that specific question may not have been his standard operating procedure. Jones reported that he may have actually asked more general questions to determine if the prospect was enjoying his visit.<sup>110</sup> Balado stated that he did not ask a visiting prospect named in [REDACTED] about his activities while in Minardi, despite Balado [REDACTED] [REDACTED].<sup>111</sup>

Twelve of the 15 former prospects involved in Allegation No. 1 agreed to interview with the institution and enforcement staff. Of those 12, four could not recall if (or denied that) Pitino or the other coaches asked them specific questions about the types of activities they participated in while staying at Minardi. Two of those same prospects denied or did not remember even meeting with Pitino and/or the other coaches following their receipt of impermissible inducements in the dormitory.<sup>112</sup> One former prospect who received impermissible inducements during two separate visits, denied any of the coaches specifically asking him what he did in the dorm during his first visit or discussing his nights in the dorm during his second visit.<sup>113</sup> Another former prospect could not recall if he had any interactions with the men's basketball coaches after receiving a sex act in the dormitory.<sup>114</sup> Two other former prospects reported that Pitino generally asked them how they enjoyed their time or if they interacted well with the student-athletes during their visit; however,

---

<sup>110</sup> FI59, Page Nos. 31, 32, 34 and 35.

<sup>111</sup> FI67, Page Nos. 63 and 67.

<sup>112</sup> FI5, Page Nos. 30 and 46; FI24, Page Nos. 26, 32 and 33; FI30, Page Nos. 25 and 26; and FI42, Page Nos. 46 through 48.

<sup>113</sup> FI11, Page Nos. 30 through 32 and 47.

<sup>114</sup> FI43, Page No. 29.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 38

---

they denied that Pitino and/or the other coaches asked them specific questions about what activities they participated in while with the student-athletes.<sup>115</sup> An additional prospect reported that an assistant coach generally asked him "how it was in the dorms," but he did not speak with Pitino following his night in Minardi and felt that the head coach was not aware that he would be visiting the institution.<sup>116</sup> Two other former prospects reported that Keatts and Pitino only asked if they enjoyed their time during the visit and if one of the prospects went out dancing.<sup>117</sup>

One of the aforementioned former prospects later enrolled at the institution and reported that he acted as the host for another former prospect who received an impermissible inducement in Minardi. The host denied that Pitino ever questioned him about the other prospect's visit.<sup>118</sup> Men's basketball student-athlete [REDACTED] [REDACTED] reported to the institution and enforcement staff that Pitino did not ask him what he and the prospects did during visits. Instead, Pitino asked [REDACTED] only whether he believed the prospects would fit in with the team.<sup>119</sup> When asked if any of the other coaches ever inquired about activities he engaged in with visiting prospects, [REDACTED] initially denied that any of the assistant coaches asked those questions. He later stated that "they probably" asked if we went anywhere or stayed in the dorm. He could not remember what coaches asked him those questions.<sup>120</sup>

---

<sup>115</sup> FI7, Page No. 24, and FI9, Page Nos. 29, 30 and 32.

<sup>116</sup> FI28, Page Nos. 44, 45 and 56.

<sup>117</sup> FI22, Page No. 45, and FI35, Page Nos. 31 and 32. Due to the 12th former prospect's agent's constant interference with the institution and enforcement staff's efforts to gather information during the interview, the parties were not provided an opportunity to specifically discuss this topic with the interviewee (FI14).

<sup>118</sup> FI7, Page Nos. 29 and 30, and FI26.

<sup>119</sup> FI58 ([REDACTED] TR\_102715\_Louisville\_00527), Page Nos. 2, 3, 5 and 6.

<sup>120</sup> FI58 ([REDACTED] TR\_102715\_Louisville\_00527), Page Nos. 5, 6 and 7.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 39

---

██████████ a former prospect who received impermissible inducements in Minardi and hosted other prospects while a men's basketball student-athlete at the institution, felt that Pitino trusted McGee because he was one of Pitino's former student-athletes. ██████ stated:

... he (Pitino) wouldn't know what was going on around the program like on visits and stuff like that ... if it wasn't practice or it wasn't film -- as I mentioned earlier, he never -- he never was at the dorms, he never really seen our dorms, he never -- if we go on, like, team events, if it wasn't super big, he wouldn't be there.<sup>121</sup>

In sum, this is not a case where a men's basketball staff member provided inducements to one or two prospects in a remote location over a brief period of time. Rather, as detailed in Allegation No. 1, McGee arranged for and provided significant impermissible inducements and offers and extra benefits for almost four years to at least 20 different individuals. Most of these were provided on campus at a dormitory largely dedicated to men's basketball. Pointed questions could have revealed red flags and surfaced violations earlier or would now show that involved individuals were making concerted efforts to hide these activities from Pitino's monitoring. However, in the absence of pointed questions by the head coach or even limited follow up, neither scenario is present in this case. Instead, serious violations continued on campus for multiple years.

Pitino believed that McGee, a staff member who he trusted, was an extension of the head coach while working as a men's basketball staff member. However, Pitino also believed that he was not responsible for McGee's interactions with prospects and student-athletes during that same period

---

<sup>121</sup> FI14, Page Nos. 39 and 40.

because he "taught him better."<sup>122</sup> As Pitino alluded to in his response, trust alone cannot overcome the presumption that he is responsible for violations committed by McGee while on staff.<sup>123</sup> Here, Pitino did not supplement his trust in McGee with frequent spot-checks, including actively looking for and evaluating red flags, asking pointed questions and regularly soliciting honest feedback to determine if monitoring systems existed or were functioning properly. As such, Pitino did not demonstrate that he monitored McGee, did not satisfy his obligation under Bylaw 11.1.1.1 and cannot rebut the presumption of responsibility for uncontroverted violations in the men's basketball program.

**D. Remaining issue(s).**

Did Pitino rebut the presumption of head coach responsibility by demonstrating that he adequately monitored a staff member who reported directly or indirectly to him?

**E. Rebuttal information.**

- In his written response, Pitino stated that the enforcement staff failed to provide him sufficient details of the allegation. Pitino is presumed responsible for McGee's activities, which are specifically detailed in the notice of allegations and the pertinent factual information. Therefore, it is Pitino's responsibility to rebut that presumption. The enforcement staff does not believe Pitino rebutted the presumption and expressly alleged that he failed to demonstrate satisfaction of his monitoring obligation under NCAA bylaws. The enforcement staff's position is not only clear in the notice of allegations, it was also explained to counsel for Pitino and the

---

<sup>122</sup> FI60, Page Nos. 69 and 70, and Pitino's initial response, Page Nos. 4-8 and 4-51.

<sup>123</sup> Pitino's initial response, Page No. 4-7.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 41

---

institution on multiple occasions. His lengthy and detailed written response also demonstrates an accurate understanding of the allegations.

- In its written response, the institution stated that Pitino reported that he asked men's basketball graduate assistants about prospects' activities at breakfast during prospects' overnight visits to the institution.<sup>124</sup> The enforcement staff's understanding of Pitino's answer on Page No. 66 of his interview is different than the institution's interpretation. Pitino identified the student host as the individual responsible for a visiting prospect and stated that a graduate assistant was not allowed to interact socially (i.e., "go out") with the prospect.<sup>125</sup> Following those answers, the enforcement staff asked Pitino if the graduate assistant was responsible for monitoring prospects' compliance with NCAA rules while in Minardi.<sup>126</sup> Pitino confirmed that the graduate assistant was responsible for knowing what is occurring in the dorm. Pitino then explained that he asks the next day at breakfast "what did you do, where did you go" and explained what instructions he provides to the prospect's student host.<sup>127</sup> Pitino's reference to asking "what did you do, where did you go" relates to what he previously described on Page Nos. 28 and 29 of his interview as questions he asks of prospects and student hosts during breakfast, not graduate assistants.<sup>128</sup> In support of the enforcement staff's position, in Pitino's initial response, he refers to this specific Page No. 66 reference as an example of the questions he asks of prospects and/or student hosts at breakfast.<sup>129</sup>

---

<sup>124</sup> Institution's response, Page No. II-67.

<sup>125</sup> FI60, Page No. 66.

<sup>126</sup> FI60, Page No. 66.

<sup>127</sup> FI60, Page No. 66.

<sup>128</sup> FI60, Page Nos. 28 and 29.

<sup>129</sup> Pitino's initial response, Page Nos. 4-17 and 4-18. In his initial response, Pitino stated that this information was located on Page No. 47 of his transcript; however, these specific statements are located on Page No. 66.

More importantly, Pitino should have been supervising and asking questions directly of McGee, and he was doing neither.

- In their written responses, the institution and Pitino assert that Pitino monitored prospects' activities during overnight visits to the institution by specifically asking prospects and student hosts at breakfast about their previous night's activities in Minardi. First, asking prospects and student hosts about their previous night is a much less effective monitoring mechanism than addressing the questions directly with McGee, the adult staff member embedded in Minardi to monitor the prospects and student-athletes at night. Pitino should have inquired of McGee and monitored him directly, but he opted not to do so. Second, the factual information does not support that questions to prospects and student hosts occurred as frequently as Pitino recalled in his interview. Only five former prospects named as receiving an impermissible inducement and/or offer in Minardi reported that an assistant coach and/or Pitino asked them anything that could possibly be construed as questions about their activities. Only one prospect reported being specifically asked what he did or where he went during his time away from the coaches. More importantly, many of the prospect visits during the period of McGee's employment were unofficial where a student host was not assigned and breakfast meetings with the head coach were not part of the typical itinerary. [REDACTED]

[REDACTED] all received impermissible inducements and/or offers during unofficial visits to the institution as detailed in Allegation No. 1. Additionally, Pitino stated that he was not "keen on" unofficial visits and is not present for all of them.<sup>130</sup>

---

<sup>130</sup> FI60, Page Nos. 32 through 34.

## ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 43

---

- In its written response, the institution stated that Pitino's assistant coaches contacted visiting prospects at night and reported information about the prospects to him as an example of questions Pitino asked of prospects and coaches. In Pitino's interview, he stated that this occurred during official visits with student hosts, not prospects, and the coaches specifically asked the host if he and the prospect had a great time and "what did you do?"<sup>131</sup> Therefore, if these contacts occurred, they were limited to official visits and did not include unofficial visits. Further, the factual information in this case does not completely support Pitino's statements. As previously referenced, Keatts reported that if he contacted a host at night, he would inquire about the prospect's interest in the institution rather than asking specifically about the prospect's and host's activities.<sup>132</sup> Additionally, Jones stated that he could not specifically recall contacting a prospect or one of the adults responsible for monitoring the prospect at Minardi or what may have been discussed during conversations he may have had with them; however, when the prospects were at Minardi for the night he was typically at home, asleep and not necessarily aware of what was going on at the dormitory.<sup>133</sup> Again, Jones reported that he was not responsible for the prospects once he left them at Minardi.<sup>134</sup> As previously stated, Pitino was unable to identify any steps he took to monitor McGee directly as he was obligated to do as a head coach.

- In its written response, the institution identified [REDACTED] and [REDACTED] as former prospective student-athletes who chose not to discuss their experiences in Minardi with Pitino because they were afraid it would upset him. First, [REDACTED] was an enrolled

---

<sup>131</sup> FI60, Page No. 29.

<sup>132</sup> FI56, Page No. 26.

<sup>133</sup> FI59, Page Nos. 28, 36 and 41.

<sup>134</sup> FI59, Page Nos. 36, 37 and 59.

## ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 44

---

student-athlete and not a prospect when he received adult entertainment and a sex act in Minardi. Second, the enforcement staff asserts that although these two individuals did not volunteer this information to Pitino or any of the other coaches, there is no indication that anyone on the coaching staff specifically asked them pointed questions about activities in Minardi. [REDACTED] was not a prospect and not subject to official or unofficial visit meetings with the coaches. [REDACTED] statement about the awkwardness of discussing his experience was in reference to speaking with another prospect and not the coaches. [REDACTED] also clearly stated that Pitino never asked about his stay at Minardi.<sup>135</sup> Additionally, [REDACTED] confirmed that it was common knowledge among his teammates that the adult entertainment was occurring in Minardi. [REDACTED] reported that whenever a highly sought after prospect was visiting the institution, adult entertainers were in the dormitory.<sup>136</sup>

- In its written response, the institution asserts numerous other examples that support how Pitino adequately monitored McGee. The enforcement staff acknowledges that the nature of these inducements and benefits could create an uncomfortable atmosphere for conversations between prospects and adults. In addition, an adult staff member's arrangement of these violations may have also chilled reporting of the incidents in light of McGee's positions of authority. It also appears that McGee did not openly discuss his arrangement of adult entertainment, sex acts and the provision of cash in Minardi. However, Pitino never asked McGee, the adult staff member embedded in Minardi to monitor the dormitory, what the prospects were doing at night in Minardi.

---

<sup>135</sup> FI24, Page No. 26 and 38.

<sup>136</sup> FI7, Page Nos. 31, 35 and 36, and FI11, Page No. 57.

Such questions are a basic, reasonable expectation and would certainly be required of a head coach at some point during a nearly four-year period of time.

- In their written responses, the institution and Pitino assert that the resident assistants and security guards in Minardi were unaware of these incidents and that Pitino should not be expected to learn of these incidents through questioning.<sup>137</sup> The enforcement staff asserts that this argument is flawed. The allegation does not state that Pitino should have detected or known about the violations. Rather, the allegation states that Pitino failed to demonstrate that he satisfied his obligation to monitor McGee's activities, including those with prospects and student-athletes.

- In his written response, Pitino asserts that he sufficiently monitored Minardi activities as demonstrated by his responses to incidents that Minardi housing staff members brought to his attention. Pitino argues that he "reasonably believed that the people who were trained and paid to watch the dorm were keeping him informed of any significant misconduct involving his staff or student-athletes."<sup>138</sup> However, none of the resident assistants or security guards employed in Minardi received NCAA rules education prior to this investigation.<sup>139</sup> Housing employees were not trained or expected to monitor Minardi for NCAA rules violations, especially those that involved a resident adult men's basketball staff member providing impermissible inducements and/or extra benefits to visiting prospects and resident student-athletes. As a result, Pitino's reliance on housing employees uneducated in NCAA rules to monitor McGee's activities with prospects and student-athletes regarding compliance with NCAA rules is clearly inadequate. Moreover, if

---

<sup>137</sup> Institution's response, Page No. II-68, and Pitino's initial response, Page Nos. 4-53 and 4-54.

<sup>138</sup> Pitino's initial response, Page No. 4-16.

<sup>139</sup> FI54, Page No. 36; FI57, Page No. 41; FI69, Page No. 49; and FI72, Page No. 26.

## ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 46

---

Pitino actually relied on these staff members to monitor McGee, there is no indication in the record suggesting that Pitino informed them of this responsibility or questioned housing staff members about their observations and interactions with men's basketball staff members, prospects and student-athletes as a proactive monitoring measure (i.e., spot-checking, actively looking for red flags, asking pointed questions and regularly soliciting honest feedback). Pitino only reacted to "bad updates" when they came to his attention after the fact.<sup>140</sup>

- In his response, Pitino stated that certain student-athletes and managers who resided in Minardi were unaware that adult entertainment and sex acts were occurring in the dormitory. Again, the allegation does not state that Pitino knew or should have known about the violations. Rather, the enforcement staff alleges that Pitino failed to demonstrate that he monitored McGee as required by NCAA rules. Although the enforcement staff acknowledges that certain individuals denied knowledge of improper activities, Powell contradicted a number of these same individuals' assertions in her interviews with the institution and enforcement staff.<sup>141</sup> Moreover, as previously referenced, [REDACTED] confirmed that it was common knowledge among his teammates that the adult entertainment was occurring in Minardi and [REDACTED] reported that whenever a highly sought after prospect was visiting the institution, adult entertainers were in the dormitory.<sup>142</sup> It is unremarkable that others, such as Wayne Turner, director of player development, would not be aware of the improper activities because he never went to McGee's room in Minardi and socialized with him and rarely interacted with the student-athletes in Minardi on a social level.<sup>143</sup>

---

<sup>140</sup> FI60, Page No. 31.

<sup>141</sup> FI1, Page Nos. 6 and 7, and FI2, Page No. 5.

<sup>142</sup> FI7, Page Nos. 31, 35 and 36, and FI11, Page No. 57.

<sup>143</sup> FI85, Page Nos. 16 and 17.

- In his response, Pitino relied on Kenny Johnson's (Johnson), assistant men's basketball coach, description regarding how he monitors prospects' activities during visits to the institution to support that he spot-checked, looked for red flags and asked questions. The enforcement staff notes that McGee was no longer employed in the men's basketball program when it hired Johnson in April 2014. The enforcement staff acknowledges that Johnson reported that he actively monitored prospects' activities during visits; however, Johnson was not on campus monitoring prospects during the period related to this allegation and none of the prospects he recruited are identified in Allegation No. 1.

- In his response, Pitino relied on certain information provided by then prospective student-athlete [REDACTED] and [REDACTED] that described their reluctance to tell their associates or the institution's coaches about adult entertainment and a sex act they received in Minardi to support how he spot-checked, looked for red flags and asked questions. Rather than supporting his position, these two incidents exemplify how Pitino failed to monitor McGee. As noted in Pitino's response, none of the institution's coaches met with [REDACTED] the following morning to ask what he did in the dorm the previous day, and [REDACTED] reported that Pitino never asked him about his stay in Minardi.<sup>144</sup>

- In his response, Pitino asserts that the institution's use of a "Prospect's Declaration Form" during an official paid visit supports that he asked pointed questions as a way of monitoring McGee's interactions with prospects and student-athletes. As detailed in Allegation No. 1, at least eight individuals received an impermissible inducement and/or offer at a time when the institution

---

<sup>144</sup> FI24, Page Nos. 26, 32 and 33, and FI30, Page Nos. 25 and 26.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 48

---

did not use the form during unofficial visits. Moreover, the form was not applicable to or used by three enrolled student-athletes who received extra benefits in the dormitory.

At least nine then prospective student-athletes received an impermissible inducement or offer during their official paid visit. Of those nine, the institution's records reflect that eight of the prospects received and signed the form.<sup>145</sup> Although Pitino's signature is also affixed to the bottom of the eight forms, for four of them his signature is dated more than 30 days after the visit ended. For example, [REDACTED], and Pitino did not sign his form until [REDACTED]<sup>146</sup> and then prospective student-athlete [REDACTED] official paid visit ended [REDACTED] and Pitino did not sign their forms until [REDACTED]. Then prospective student-athlete [REDACTED] official paid visit ended [REDACTED] and Pitino did not sign his form until [REDACTED]. Moreover, Keatts reported that he never witnessed Pitino sign the form or Pitino present when the prospect reviewed and signed the form.<sup>149</sup>

Despite the form affirming that the prospect is completing it at the conclusion of the visit, David Padgett (Padgett), assistant men's basketball coach and former director of basketball operations, reported that he attempts "nine and-a-half times out of ten" to have prospects sign the

---

<sup>145</sup> The enforcement staff acknowledges that the form asks about cash for entertainment purposes and a variety of other specific questions, and two of those eight prospects, [REDACTED] actually received cash from McGee during their visit and both denied it on their forms. Then prospective student-athlete [REDACTED] also received cash during his official paid visit; however, the institution's records do not contain a signed form for him (FI23). The form does not ask about adult entertainment or sex acts. It should be noted that the form attached in Pitino's initial response as Exhibit No. 2 is not the same version of the form used by the institution during the period of this case's violations.

<sup>146</sup> FI8.

<sup>147</sup> FI37 and FI38.

<sup>148</sup> FI63.

<sup>149</sup> FI56, Page Nos. 28 and 29.

ENFORCEMENT WRITTEN REPLY

Case No. 00527

March 17, 2017

Page No. 49

---

form at the beginning of the visit "just so we have it done and we don't have to worry about it."<sup>150</sup>

Padgett was questioned about the conflict between having the prospect sign the form on the first day of the visit when the form represents it is signed at the end. Padgett stated that there is never a set time for signing the form and the men's basketball program just makes sure prospects sign before they leave campus.<sup>151</sup>

On the other end of the spectrum, [REDACTED] form reflects that he did not sign it until [REDACTED]

[REDACTED], approximately nine days after his official paid visit ended and he had returned to [REDACTED]

[REDACTED] <sup>152</sup>

The enforcement staff asserts that the declaration form was not an adequate way for Pitino to monitor McGee based on, among other things, (1) the questionable timing associated with the use of this form, (2) Pitino's lack of involvement in the review of the form's questions in the presence of the prospect, (3) the extensive delay in Pitino's review of a portion of these forms and (4) the form's inapplicability to unofficial visits and enrolled student-athletes. In sum, a head coach cannot delegate the obligation to monitor staff members or rely on declaration forms while violations in the program span nearly four years.

- In his response, Pitino listed at least four responsibilities related to on-campus recruiting that he and the men's basketball program expected McGee to fulfill during his time as a member of the men's basketball staff.<sup>153</sup> Two sentences later, Pitino minimized McGee's role in recruiting

---

<sup>150</sup> FI68, Page No. 24.

<sup>151</sup> FI68 Page Nos. 24 and 25.

<sup>152</sup> FI13. It should be noted that this form reflects that Pitino did not sign it until [REDACTED]

<sup>153</sup> Pitino's initial response, Page No. 4-10.

to "a campus tour guide and an eye in the dorm."<sup>154</sup> The enforcement staff asserts that the men's basketball program under Pitino's direction relied on McGee so much that one former assistant men's basketball coach described McGee's interactions with visiting prospects similar to those of a student host, the role Pitino singled out as truly being responsible for monitoring the visiting prospects.<sup>155</sup> McGee was responsible for (1) leading prospects on tours of the institution's campus and Minardi, (2) speaking with prospects about playing for Pitino while the prospects observed practices, (3) scheduling prospects' academic appointments, (4) connecting prospects on unofficial visits with student-athletes and (5) ensuring that the prospects were on time for scheduled events during visits.<sup>156</sup> Pitino also relied on McGee to inform him of prospects' true intentions regarding whether they were interested in joining the men's basketball team.<sup>157</sup> However one characterizes the scope of McGee's responsibilities, he was a member of the basketball staff and the head coach had an affirmative obligation to monitor him. Rather than monitoring him, Pitino simply and erroneously trusted him. This is not a sufficient basis to rebut the presumption of responsibility for years of violations committed by the staff member.

**E. Additional matters that related to Allegation No. 4.**

On March 1, 2017, after the parties submitted their responses to the notice of allegations and the completion of all pre-hearing conferences, Scott Tompsett (Tompsett), Pitino's counsel, informed the Committee on Infractions that he intended to complete additional interviews with

---

<sup>154</sup> Pitino's initial response, Page No. 4-10.

<sup>155</sup> FI82, Page Nos. 15 and 16, and FI60, Page Nos. 26, 28, 29, 65 and 66.

<sup>156</sup> FI56, Page Nos. 19, 20, 24 and 25; FI59, Page No. 30; FI60, Page Nos. 38 and 39; FI67, Page No. 48; and FI82, Page Nos. 15 and 16.

<sup>157</sup> FI60, Page Nos. 40 and 41.

Keatts and Ralph Willard, former assistant men's basketball coach and former director of operations. During his March 15, 2017, interview with the parties, Willard reported that Tompsett provided him a copy of Pitino's response to the notice of allegations via email before and in preparation for his interview.

**VI. ADDITIONAL MATTERS RELATED TO THE CASE**

None.

**VII. POTENTIAL AGGRAVATING AND MITIGATING FACTORS**

The following potential aggravating and mitigating factors have been identified for the hearing panel to consider.

**A. Institution.**

The enforcement staff identified the following aggravating and mitigating factors pursuant to the notice of allegations.

1. Aggravating factor(s). [NCAA Bylaw 19.9.3]
  - a. Allegation Nos. 1, 2-a and 4 are Level I violations. [NCAA Bylaw 19.9.3-(a)]
  - b. The institution and men's basketball program has a history of major violations as reflected by January 11, 1957, major violations involving men's basketball; November 20, 1996, major violations involving men's basketball; and September 22, 1998, major violations involving men's basketball and women's volleyball. [NCAA Bylaw 19.9.3-(b)]

- c. From the 2012-13 through 2013-14 academic years, McGee, the then men's basketball director of basketball operations and a person of authority, arranged for and/or provided at least \$2,400 in impermissible inducements and extra benefits in the form of cash, adult entertainment and sex acts. [NCAA Bylaw 19.9.3-(h)]
- d. From at least December 2010 through July 2014, McGee arranged for and/or provided at least \$5,400 in impermissible offers and inducements and extra benefits in the form of cash, adult entertainment and sex acts, which was an intentional, willful or blatant disregard for the NCAA constitution and bylaws. [NCAA Bylaw 19.9.3-(m)]
2. Mitigating factor(s). [NCAA Bylaw 19.9.4]
  - a. The institution promptly acknowledged that violations occurred in this case, accepted responsibility and self-imposed a postseason ban on the men's basketball program for the 2015-16 season, among other meaningful corrective measures and/or penalties. [NCAA Bylaw 19.9.4-(b)]
  - b. From 2011 through 2016, the institution self-reported between eight and nine Level III or secondary violations per year, totaling 50 violations, which constitutes an established history of self-reporting Level III or secondary violations. [NCAA Bylaw 19.9.4-(d)]

3. Position of institution.

The institution agrees with two of the aggravating factors identified by the enforcement staff in the notice of allegations; however, it disputes having a history of major violations and that McGee was in a position of authority when the institution employed him as a men's basketball program assistant and director of basketball operations. The institution also requests that an additional mitigating factor be considered on its behalf for providing exemplary cooperation during this case's investigation.

4. Position of enforcement staff.

The enforcement staff's position is that McGee was in a position of authority only when the institution employed him as the men's basketball director of basketball operations during the 2012-13 and 2013-14 academic years. During those two years, McGee, an adult staff member embedded in Minardi to supervise prospects and student-athletes at night in an on-campus dormitory, provided impermissible inducements and offers and extra benefits to those same prospects and student-athletes.<sup>158</sup> The men's basketball program's authorization for McGee to supervise the prospects and student-athletes clearly supports that it and the institution viewed McGee as a person of authority over those prospects and student-athletes staying in Minardi.

The institution's violation history speaks for itself. The enforcement staff will defer to the hearing panel to determine if that history warrants the application of this aggravating factor. The enforcement staff acknowledges that the institution met its obligation to cooperate during the

---

<sup>158</sup> FI56, Page No. 19; Institution's response, Page Nos. III-3 and III-4; and Pitino's initial response, Page Nos. 4-9 and 4-10.

investigation pursuant to Bylaw 19.2.3 by (1) providing information in response to requests by the enforcement staff, (2) assisting in scheduling and producing individuals for requested interviews, (3) disclosing relevant information and (4) maintaining the integrity of the investigation. However, the enforcement staff does not believe the institution's level of cooperation merits consideration as a mitigating factor as provided by Bylaw 19.9.4-(f) inasmuch as it met but did not exceed expectations.

**B. Involved individual [McGee].**

The enforcement staff identified the following aggravating and mitigating factors pursuant to the notice of allegations.

1. Aggravating factor(s). [NCAA Bylaw 19.9.3]

- a. As detailed in Allegation Nos. 1 and 2, McGee was involved in multiple Level I violations. [NCAA Bylaw 19.9.3-(a)]
- b. As detailed in Allegation Nos. 1 and 2, McGee arranged for and/or provided impermissible offers and inducements and extra benefits and refused to interview with or provide requested records to the enforcement staff during the institution and enforcement staff's investigation of NCAA violations, which constituted unethical conduct, failing to cooperate during an investigation or refusing to provide all relevant or requested information. [NCAA Bylaw 19.9.3-(e)]
- c. From the 2012-13 through 2013-14 academic years, McGee arranged for and/or provided at least \$2,400 in impermissible inducements and extra

benefits in the form of cash, adult entertainment and sex acts. [NCAA Bylaw 19.9.3-(h)]

- d.* McGee arranged for and/or provided impermissible offers and inducements and extra benefits while entrusted to interact with then men's basketball prospective and current student-athletes and their associates during unofficial and official paid visits to the institution, which was an abuse of a position of trust. [NCAA Bylaw 19.9.3-(j)]
- e.* From at least December 2010 through July 2014, McGee arranged for and/or provided at least \$5,400 in impermissible offers and inducements and extra benefits in the form of cash, adult entertainment and sex acts, which was an intentional, willful or blatant disregard for the NCAA constitution and bylaws. [NCAA Bylaw 19.9.3-(m)]

2. Mitigating factor(s). [NCAA Bylaw 19.9.4]

None.

3. Position of McGee.

McGee notified the enforcement staff in writing that he was unable to respond to the allegations, citing a related pending criminal investigation.

4. Position of enforcement staff.

The enforcement staff has no further position regarding the aggravating and mitigating factors pertaining to McGee.

**C. Involved individual [Williams].**

The enforcement staff identified the following aggravating and mitigating factors pursuant to the notice of allegations.

1. Aggravating factor(s). [NCAA Bylaw 19.9.3]

As detailed in Allegation No. 3, Williams refused to provide requested records to the enforcement staff during the institution and enforcement staff's investigation of NCAA violations, which constituted unethical conduct, failing to cooperate during an investigation or refusing to provide all relevant or requested information. [NCAA Bylaw 19.9.3-(e)]

2. Mitigating factor(s). [NCAA Bylaw 19.9.4]

None.

3. Position of Williams.

In his response, Williams did not address any aggravating or mitigating factors.

4. Position of enforcement staff.

The enforcement staff has no further position regarding the aggravating and mitigating factors pertaining to Williams.

**D. Involved individual [Pitino].**

The enforcement staff identified the following aggravating and mitigating factors pursuant to the notice of allegations.

1. Aggravating factor(s). [NCAA Bylaw 19.9.3]

None.

2. Mitigating factor(s). [NCAA Bylaw 19.9.4]

None.

3. Position of Pitino.

In his response, Pitino did not assert any additional mitigating factors.

4. Position of enforcement staff.

Not applicable.

Individuals Who May Be Mentioned During the Hearing

University of Louisville – Case No. 00527

**Balado, Mike** – assistant men's basketball coach.

[REDACTED]

**Burnley, Precious** – Katina Powell's associate.

**Cox, Scott** – Andre McGee's attorney.

**Fuller, Tim** – former assistant men's basketball coach.

[REDACTED]

**Johnson, Kenny** – assistant men's basketball coach.

[REDACTED]

**Jones, Wyking** – former assistant men's basketball coach and current University of California, Berkeley, assistant men's basketball coach.

**Keatts, Kevin** – former assistant men's basketball coach and current University of North Carolina Wilmington, head men's basketball coach.

[REDACTED]

[REDACTED]

[REDACTED]

**McGee, Andre** – former 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).

**Moorman, Abraeshea** – Katina Powell's daughter.

[REDACTED]

[REDACTED]

**Padgett, David** – assistant men's basketball coach.

**Pitino, Rick** – head men's basketball coach.

**Powell, Katina** – adult entertainer and escort.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Turner, Wayne** – men's basketball director of player development.

[REDACTED]

**Williams, Brandon** – former men's basketball program assistant.

June 6, 2016



P.O. Box 6222

Indianapolis, Indiana 46206

Telephone: 317/917-6222

Shipping/Overnight Address:

1802 Alonzo Watford Sr. Drive

Indianapolis, Indiana 46202

[www.ncaa.org](http://www.ncaa.org)CONFIDENTIAL/VIA ELECTRONIC MAILMr. Brandon Williams  
[REDACTED]  
[REDACTED]

Dear Mr. Williams:

Thank you for your letter dated June 2, 2016, and sent via email today. Earlier today, the NCAA enforcement staff sent you a confidentiality agreement via email. Please review, sign, date and return the agreement as instructed in the email. Upon receipt of the completed agreement, the enforcement staff will provide you access to your interview transcript.

As discussed in my May 20, 2016, letter, the NCAA enforcement staff is requesting the identified additional documents from you in order to further analyze whether violations of NCAA legislation occurred in the men's basketball program at the University of Louisville. In addition to the requested documents, the enforcement staff and institution are also requesting another opportunity to interview you. The purpose of this interview is to determine if you have knowledge of or involvement in any violation of NCAA legislation. In order to protect the integrity of the institution and enforcement staff's joint investigation, I am not in a position to provide you more specific information about the interview's subject matter at this time. Regarding the proposed date of the interview, the enforcement staff and institution would like to interview you as soon as possible following your provision of the additional documentation requested in my May 20, 2016, letter. The enforcement staff and institution will schedule the interview, which should not exceed 90 minutes in length, at a time and location that are convenient for you.

Please provide the records requested in my May 20, 2016, letter and contact me to confirm whether you are willing to participate in an interview with the enforcement staff and institution no later than June 10, 2016. As stated in my previous correspondence, if you choose to not participate in another interview and/or provide the requested information, this may be viewed as a failure to cooperate with this inquiry and form the basis to allege a violation of NCAA legislation.

If you have any questions or concerns about the documents being requested or the confidentiality requirements previously discussed in my May 20, 2016, request, please contact me. We appreciate your assistance in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan Leffler".

Nathan Leffler  
Associate Director of Enforcement

NDL:jcd

cc: Mr. Chuck Smrt  
Mr. Steven ThompsonNational Collegiate Athletic Association*An association of over 1,200 members serving the student-athlete*

Equal Opportunity/Affirmative Action Employer

TRANSCRIPT OF RECORDED INTERVIEW

Case No. 00527 - University of Louisville

SUBJECT: Brandon Williams, men's basketball graduate assistant.

DATE: April 13, 2016

LOCATION: University of Louisville campus.

PRESENT: John Carns (JC), senior associate athletics director.  
Stephanie Hannah (SH), NCAA director of enforcement.  
Nate Leffler (NL), NCAA associate director of enforcement.  
Chuck Smrt (CS), outside counsel to University of Louisville.  
Mark Strothkamp (MS), NCAA associate director of enforcement.  
Steve Thompson (ST), university counsel.  
Brandon Williams (BW), men's basketball graduate assistant.

---

NL: This is Nate Leffler, associate director of enforcement with the NCAA. Today's date is April 13, 2016, the time is approximately 7:55 a.m. Eastern time. We're currently on the campus of the University of Louisville conducting an interview with Brandon Williams. We're located in the President's Suite at the football stadium. For the purpose of voice identification, we're going to have everyone introduce themselves by stating their name and their title, and Brandon, we'll begin with you.

BW: Brandon Williams.

CS: Chuck Smrt, outside consultant to the university; and Steve Thompson, university counsel also will be joining us in a moment.

JC: John Carns, senior associate athletic director for compliance, University of Louisville.

SH: Stephanie Hannah, director of enforcement at the NCAA.

MS: Mark Strothkamp, associate director of enforcement with the NCAA.

NL: Brandon, before we started the interview, I did let you know that Chuck and I would be recording, is that correct?

BW: Yes.

NL: Chuck, you're agreeing to keep your recording confidential pursuant to NCAA Bylaw 19.5.8?

CS: Yes.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 2

---

NL: Brandon, also before we started the interview, did you have a chance to read and review a form entitled NCAA Interview Notice Division I?

BW: Yes.

NL: Do you understand that the purpose of this interview is to determine whether you have any knowledge of or involvement in any violations of NCAA legislation?

BW: Yes.

NL: Do you understand you may be represented by personal legal counsel during the interview?

BW: Yes.

NL: Do you understand that NCAA Bylaw 10.1 obligates you to provide truthful and complete in this interview?

BW: Yes.

NL: Do you understand that if it is ever determined that you provided false or misleading information or withheld information in this interview then this could constitute a violation of the NCAA principles of ethical conduct and could impact your athletically represented duties as a staff member at an NCAA institution?

BW: Yes.

NL: Do you understand that information provided during this interview may be shared with the NCAA Eligibility Center?

BW: Yes.

NL: Do you have any questions regarding any part of the interview notice form?

BW: No.

NL: You did sign and date the form and you provided me that signed and dated form here today, is that correct?

BW: Yes.

CS: It's dated two days ago probably.

NL: Sure, okay. And -- but you reviewed this two days ago prior to the interview, on 4/11/16, is that correct?

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 3

---

BW: Yes.

NL: The -- what's your -- I know you -- when you introduced yourself you didn't list your title. What's your current title here at the University of Louisville?

BW: Graduate assistant.

NL: And for what's sports team?

BW: Men's basketball.

NL: How long have you held that position?

BW: This is my second year.

NL: When were you hired?

BW: June 2014.

NL: Have you worked in collegiate athletics prior to this position?

BW: No.

NL: What were you doing prior to coming to Louisville?

BW: I was a high school coach.

NL: Where was that?

BW: Miami.

NL: Did you compete as a collegiate student-athlete anywhere?

BW: Yes.

NL: Where was that?

BW: Stetson University.

NL: What years were you at Stetson?

BW: 2006 to 2010.

NL: Men's basketball?

BW: Yes.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 4

---

NL: What do your job duties include here at Louisville as a GA?

BW: For one, broke down film, helped out in individuals and practice, on campus recruiting stuff as far as showing the recruits around on campus, maybe showing them the dorm and really whatever else coach asks. Rebounding, a lot of rebounding when guys want to get up extra shots in the gym.

NL: How did you get the job here at Louisville?

BW: Got lucky.

NL: Did you have a connection here or did you know someone on staff?

BW: [REDACTED]

NL: [REDACTED]

BW: [REDACTED]

[00:05:00] NL: Did you know any of the current staff members prior to coming here?

BW: Yeah, I knew coach Balado was recruiting me when I was in school. He was at FAU. He kind of helped as well as far as me getting the job.

NL: And for the record, we have been joined by Steve Thompson. Steve, for voice identification purposes, could you introduce --

ST: Good morning. How is that?

NL: Thanks, appreciate it. Brandon, what's your current phone number?

BW: [REDACTED]

NL: How long have you used that number?

BW: Forever.

NL: And the phone that you have currently associated with that number, how long have you had it?

BW: The actual phone?

NL: Yes.

BW: A couple months.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 5

---

NL: And the phone that you had prior to the one that you currently have, how long did you have that phone?

BW: A year-and-a-half.

NL: About what month did you get the new phone?

BW: The one I have now?

NL: Yes.

BW: Late February, maybe early March.

NL: What led you to get the new phone?

BW: There was a new one coming out.

NL: What kind of phone do you use?

BW: [REDACTED]

NL: Do you have any email accounts?

BW: The Louisville email.

NL: What that's address?

BW: [REDACTED]

NL: How long have you had that email?

BW: Two years.

NL: And do you use any other emails -- addresses?

BW: No, I have the one that's on the phone but I don't use it. Gmail stuff.

NL: Do you use any social media accounts at all: Facebook, Twitter, anything like that?

BW: Instagram.

NL: What's your handle?

BW: [REDACTED]

NL: Twitter or Facebook or anything?

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 6

---

BW: No.

NL: What's your current address?

BW: You want my home address or the --

NL: The address here at Louisville.

BW: 2040 South Fourth Street.

NL: Is that in Minardi?

CS: You have to say yes or no for the recorder.

BW: Yes, for which question?

CS: No, the -- so you -- instead of just nodding your head, you need to say yes.

BW: Okay, yeah. Yeah. Sorry.

CS: I'll be the jerk, Nate.

NL: So that is in Minardi?

BW: Yes.

NL: Who do you bank with currently?

BW: 

NL: Is that the only bank account you've had since you've been here?

BW: NL: BW: 

NL: I'm sorry, I didn't get --

BW: NL: 

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 7

---

BW: Yes.

NL: What type of account do you have with [REDACTED] [REDACTED]

BW: [REDACTED]

NL: [REDACTED]

BW: [REDACTED]

[00:10:00] NL: And with [REDACTED] do you have -- what type of cards do you have with it?

BW: What do you mean?

NL: Like do you have a debit card?

BW: [REDACTED]

NL: Is there a credit card at all --

BW: [REDACTED]

NL: -- [REDACTED] And how long have you had [REDACTED]

BW: [REDACTED]

NL: [REDACTED] what type of account is it?

BW: [REDACTED]

NL: [REDACTED]

BW: [REDACTED]

NL: Do you have any cards associated with that account?

BW: [REDACTED]

NL: [REDACTED]

BW: [REDACTED]

NL: Are these the only accounts that you've had since -- the only accounts that you've -- banking accounts that you've had since coming to Louisville?

BW: I had a [REDACTED]

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 8

---

NL: Before you came here? So how long did you have that?

BW: [REDACTED]

NL: And why don't you have the [REDACTED]

BW: [REDACTED]

NL: Any other accounts that you've had since coming here?

BW: No.

MS: Where did you close [REDACTED]

BW: I don't know.

MS: Was it shortly after you got here?

BW: Yes.

NL: Have you always lived in Minardi --

BW: Yes.

NL: -- since coming here?

NL: Have you been the only GA on staff since coming here?

BW: To my knowledge, yes.

NL: Can you describe for us how the basketball program is run?

BW: What do you mean?

NL: Yeah.

BW: Be specific.

NL: Right, what's the approach as far as how the basketball program is run here? Is it loosely run? Is it a strict type of program? What kind of program?

BW: It's not loose at all.

NL: Describe that for us then. Give us some examples --

BW: Just --

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 9

---

NL: -- of how it's run.

BW: Everyone has a schedule, where they need to be. If someone's not there I find them and that's basically it. We have individuals usually in the morning. They have study hall they have to be at. We have practice. During the season, we have film so it's tight. You don't have much of a social life. It's Louisville basketball.

NL: And who usually directs how the program -- or who directs how the program is run here at Louisville?

BW: You mean who --

NL: Who calls the shots? Who's --

BW: Coach.

NL: And do you take direction directly from coach Pitino?

BW: Sometimes.

NL: Is there someone else --

BW: Most of the time.

NL: -- that you work with?

BW: Or, I mean, David Padgett is the one that gets the schedule out and let's everyone know where we need to be. But, I mean, when it comes to basketball it's coach.

SH: Brandon, do you have somebody that you report to directly?

BW: Everyone on staff above me.

SH: So you take orders from anybody?

NL: Is that a --

BW: Yes.

NL: -- yes? Has anyone ever discussed with you the institution's -- Louisville's expectations as it relates to NCAA compliance?

BW: Not really, no. We had compliance meeting before with the recruiting stuff, when we took the test but I did -- I don't recall sitting in on the meetings. It was usually the staff

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 10

---

but I didn't sit in on those meetings every time at least. I don't know if they have monthly meetings with, like, the immediate staff or whatever but I was not there.

NL: So do you attend compliance meetings at all?

BW: I have before, yes.

NL: How often do you go to those?

BW: I probably went to three maybe in two years.

[00:15:00] NL: So -- and I'm not trying to put words in your mouth but are they not mandatory for you to attend the compliance meetings?

BW: If they had the meetings they don't let me know about them, so; that kind of stuff usually -- I receive a text from David Padgett and I'll know where to be.

NL: As far as the program -- I talked about the institution as far as the basketball program, has anyone ever talked to you about its expectations as it relates to NCAA rules compliance?

BW: What do you mean?

NL: Has anyone sat down within the program, the basketball program with you or talked to you at all about, you know, you're an employee of our program now, this is what we expect of you regarding following NCAA rules?

BW: No.

NL: If you would come across a violation, for example, or a potential -- something that you think's an NCAA violation, how are you supposed to address it?

BW: I'd report it to somebody, one of the coaches.

NL: And how did you learn that that is what you're supposed to do here at Louisville?

BW: That's pretty much a given. I mean, I'm not the boss. I won't handle it myself. I need to report it somebody.

NL: So has anyone ever talked to you about, you know, if you come across something that may be a violation, this is what you're supposed to do, A, B, or C?

BW: No, not really. Just David or somebody on staff, they would just say, yeah, if you see anything or whatever, just call me, just let me know.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 11

---

NL: So David has said that to you?

BW: Yeah.

NL: And when he says, if you see anything, what's he -- what was he referring to?

BW: Just anything that I know or realize that shouldn't be happening with the recruit or they shouldn't be doing, or if something happens, somebody gets into trouble, whatever it may be, just call and report it.

NL: So it sounds like it's just in general, if something is not --

BW: Just in general, yes. Nothing in particular.

NL: So we're not -- he didn't specifically say if you come across a rules violation?

BW: No.

NL: Do you have any -- do you know of any type of -- what type of contact have you had with compliance during your time here?

BW: Only time I can think of is with the test we take, the -- I think it's the recruiting test or whatever it is we do before each year.

NL: So you've taken that each of the two years you've --

BW: Yes.

NL: -- been here? Have you come across something where you needed a question answered by compliance?

BW: No.

NL: How are your activities as a graduate assistant monitored as far as following NCAA rules?

BW: I just basically -- I just basically did what I was told, so. Here that's basically you do your job, don't go do -- always doing my own thing. It's do this, do that, do that and that's how you do it.

NL: And when you do your job, is there anyone who is supervising you to make sure you're doing your job properly?

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 12

---

BW: There's not many times where I'm doing things on my own, so, I mean, if I'm out showing a recruit the campus, I'm not sure how I'm going to be supervised on that. But, I mean, there's not much things I have to do where I need to be supervised.

NL: When you're showing the recruit campus, are there typically other coaches involved in that or you typically --

BW: Sometimes. It depends. If he's not doing any longer or if he doesn't have another recruit here, whatever, they do it. But most of the time it's just me. I show them around campus, bring them back and they go have a meeting with coach or go to lunch or something like that.

NL: Regarding Minardi Hall where you live, describe the facility for us.

[00:20:00] BW: There's two floors. There's rooms -- double rooms that the players share. They have the living room area. There's two rooms that are like suites which -- well, I live in one of them where it's just open. It's like a studio type. Film room in the back. The game room and the pool table is up on the second floor also. The dinner area is on the first floor.

NL: Who all lives there?

BW: Just players and managers, a couple of students -- a couple of other students.

NL: Are you the only staff member that lives there?

BW: No.

NL: Who else on staff lives there with you?

BW: Logan.

NL: Is Logan also a graduate staff member?

BW: I don't know his title.

NL: Why do you live in Minardi?

BW: It's part of the job requirement as far as me making sure everything goes okay over there, no problems.

NL: Did you have a choice when you came here where you could live?

BW: Yeah, I did. I mean, it doesn't make sense to go pay to live somewhere when you can just live for free.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 13

---

NL: And as far as the job requirement, I mean, I think you said -- I asked you why you lived there and you said the part of the job requirement. Who told you that? Who informed you of the that job requirement?

BW: I wasn't informed but in talks as far as what was said to me and what my duties would include, they mentioned as far as just making sure everything goes all right in the dorm. So, I mean, each assistant.

NL: And when you said they, who is they?

BW: I had that talk with David before, probably Balado.

NL: Who did you interview with to get the GA position here?

BW: Coach.

NL: Coach?

BW: Pitino.

NL: During that interview was it discussed that -- about living in Minardi?

BW: No.

NL: During your time here, how has Minardi been used during recruit visits?

BW: You show them the building, you show them the film room, they have a room they stay in; that's pretty much it.

NL: What room do they usually stay?

BW: Different ones, whichever one is available. If there's none available sometimes they've even stayed in mine before. I had to go stay somewhere else.

NL: When that happens, where do you have to stay?

BW: Either -- with a friend or they offer to get over to a room.

NL: And what -- specifically what room do you stay in?

BW: [REDACTED]

NL: Have you always stayed [REDACTED] during your time here?

BW: Yes.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 14

---

NL: [REDACTED] is that a single?

BW: Yes.

NL: And is there another single in the dorm?

BW: [REDACTED]

NL: Who stays in that room?

BW: Logan.

CS: Can I follow up on a couple things here?

NL: Sure, Chuck.

CS: You were --

NL: Sure, Chuck.

CS: Staff meetings, do you attend men's basketball staff meetings? When are they and do you attend them?

BW: We used to before all this stuff started going on this year. Last year -- when I say we, it was Wayne Turner and I. But this year -- this season, I guess coach got a little tight on things and we didn't attend them this year. We didn't get the text message from David Padgett saying there was a meeting that I used to get.

CS: So let's say than last year, how often were you at -- how often did they occur and how often did you go to them?

BW: Every day.

CS: So last year when you attended those, did coach Pitino ever talk about NCAA rules compliance or NCAA legislation during those meetings?

BW: It was usually about basketball stuff, so no.

CS: The -- and I know Nate asked you about compliance meetings. Last year, did you -- I think you said you've attended three in two years, is that right?

BW: Well, I'll say -- I know -- I remember two -- mainly the two I did with the tests, the recruiting test.

CS: How did you study for the recruiting test?

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 15

---

[00:25:00] BW: I want to say one of the coaches gave me a book, I think. I'm not sure.

CS: Did you go to any review sessions or any study sessions or anything like that?

BW: No.

CS: How do you know that you're supposed to follow NCAA rules?

BW: I mean, that's a given. Any job you have, you have follow certain rules by people. People just know that.

CS: I understand. I understand that thinking. I guess I'm -- is there anybody that's ever told you, you need to follow NCAA rules?

BW: I can't think of someone in particular that say, so no probably no.

CS: And then I think you were -- I think Nate asked you about attending compliance meeting -- or the rules education sessions for men's basketball, and that's when you said the two or three, whatever it was, right?

BW: That were -- on -- for the test, yes.

CS: Yeah, okay. For the test. Okay. Yeah, interactions with compliance staff, John has a staff of three or four or five individuals. Do you have -- have you ever interacted with them during two -- during your two years?

BW: I've interacted with them, yes but I haven't sat down had meetings.

CS: Well, when you interacted, then what -- what were you doing? What was the purpose of you interacting with them?


BW: I don't remember. I don't recall. I don't know. Don't remember.

CS: Why do you think you had -- you did interact with them if you have no memory of it?

BW: It probably was compliance stuff. I don't remember each meeting I've been involved in exactly for two years or so.

CS: That's all I had.

MS: I have a couple. Brandon, you indicated that your email is the Louisville email address when you got here. What email address did you use prior to getting here?

BW: 

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 16

---

MS: [REDACTED] --

BW: Yes.

MS: [REDACTED] Do you still use that account?

BW: Very rarely.

MS: And is that -- that email at [REDACTED] something that you've had for a while?

BW: Yes.

MS: And how long do you think you've had that? Since undergrad?

MS: Okay. Go ahead, Nate.

NL: If something happens over at Minardi that you think needs to be brought to the basketball staff's attention, how do you go about doing that?

BW: Phone call, text message.

NL: To who?

BW: Probably Padgett.

NL: Have you had to do that since you've lived there the past two years?

BW: Yeah, of course.

NL: And then who usually makes the decision as to how it should be handled?

BW: I report it, that's all I do. Who -- how they handle it, who handles it, I don't know.

NL: Have you ever received instruction on how to handle the issue from someone?

BW: Yes, report it.

NL: Well, I mean, after you've reported it, has someone responded to you and said, okay, this is what needs to happen in response?

BW: Usually he just says, I'll take care of it and that's it.

NL: So you don't have to usually address it then if you have an issue and you have to report it?

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 17

---

BW: No, my job is just to report it, and the people above me, they take care of it the way they feel they need to.

NL: Give us an example of what you've had to report. Just give us one example.

BW: [REDACTED] had a leak in his room, I reported it to David.

NL: Was there any type of, like, behavior issues that you've had to report in the past? Have there been?

BW: No, not really.

NL: Do you currently have a key -- a master key to get into the different rooms in the dormitory?

BW: There's a code entry for each room so I know that but as far as the master key to get into the individual rooms, no, I don't have that.

NL: Is there someone on staff that does have that?

BW: Yes.

NL: Who's that?

BW: David.

NL: Have you ever had that key?

BW: No.

CS: I'm not -- can -- I'm not sure what -- can you clarify that a little bit or can you -- what do you have -- with -- what do you have and what does that get you into?

[00:30:00] BW: I can get into the actual suite, the living room area but I can't go into the two -- the separate individual rooms. You need a key to get into -- like an actual key and I don't have that. Never had that.

CS: And what David has gets him into the individual rooms?

BW: Yes.

CS: And is that a -- that is a key?

BW: Actual key, yes.

CS: And what you have is a --

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 18

---

BW: Code.

CS: -- code that gets into the --

BW: The suite.

MS: Is it a different code for each of the rooms or just a master code?

BW: There's a -- well, there's a master code but, I mean, each room has their own individual code but as the GA, I have the master code.

MS: So you put -- if you're going in 104 or 208, you're putting in the same code to get into that?

BW: There's one --

MS: Into the --

BW: -- code.

MS: -- living room?

BW: Yes.

MS: And --

BW: The players don't have that code though. They're not supposed to. We change it all the time.

MS: How often do you change that?

BW: Every couple months.

MS: And the master key that you said Padgett has, have you seen him use it?

BW: No.

NL: How often are the coaches coming over to Minardi?

BW: In season, all the time because we have film at night -- nights before games. Sometimes two nights before games we watch film in the -- we have a big studio room in the back where we watch film.

NL: And how about during the off season?

BW: Only to show recruits. So hardly ever.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 19

---

NL: And when the recruits are in the dormitory, staying -- do they stay? I'm sorry.

BW: Sometimes yes, they have.

NL: When they do stay who's responsible for making sure everything goes all right?

BW: Me basically.

NL: Have there ever been any issues with recruits during the two years that you've been here where you've had to?

BW: No.

NL: If there are an issue -- if there is an issue when the recruit stays the night, are you supposed to report that to someone?

BW: Yes.

NL: Who do you typically report that to?

BW: David Padgett.

NL: So you wouldn't report it to the coach who's the primary recruiter for the prospect who's visiting?

BW: I -- yeah, I can; that's an option also. I've had -- the primary recruiter has before said let me know if you have any issues or any problems.

NL: Regarding unofficial visits, what are your responsibilities other than the tour of campus and the tour of Minardi? Anything else?

BW: No, that's it.

NL: How about official visits, do you have any additional responsibilities other than those two things?

BW: No.

NL: Did you -- or do you know Andre McGee?

BW: I've met him before a while back when he was here.

NL: Okay, I'm sorry, go ahead.

BW: I want to say it was the summer when I first started he was in town and I saw him out. I don't remember exactly where but I do remember seeing him out.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 20

---

NL: So that would have been the summer of 2014?

BW: I think so, yeah.

NL: And you said you saw him out. Where did you see him out?

BW: I don't remember exactly where it was. It wasn't on campus. I know it was out in the town one night. I do recall that.

NL: And who was in -- who was with you when you saw him?

BW: I don't remember.

NL: And so was there an introduction or did you just recognize --

BW: I knew who he was.

NL: You did?

BW: Yeah.

NL: So what did you talk about when you saw him?

BW: I don't remember, it was just an in -- just a greeting.

NL: How long did the greeting last?

BW: Not long.

NL: Who was McGee with?

BW: I don't remember.

NL: Were there any other coaching staff members with you when you interacted with McGee that time?

BW: I don't recall.

NL: Other than that one occasion in the summer of 2014, have you had any contact with McGee at all?

BW: I don't recall. No, I don't -- because he never came back -- he never came back here. We changed numbers that night. I do re -- I do remember exchanging numbers that night but besides that no, because he never came back.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 21

---

NL: And after you exchanged numbers, did you ever have any telephone contact with him via text message or calls?

BW: Not that I remember.

NL: Did you keep his number in your phone?

BW: No, after a while -- well, I did at first but after a while I deleted it, going through old contacts, numbers that I don't use, after a while I delete them. I clean my phone out.

[00:35:03] NL: When did you do that?

BW: I don't remember.

NL: Has Andre McGee had any contact, whether it be phone, text message, with Louisville prospects during your time here -- Louisville recruits?

BW: I don't know.

NL: Have you ever heard any discussions in your presence about McGee, whether it be student-athletes, staff members?

BW: No.

NL: So you've never heard anyone talk about him at all?

BW: No.

CS: Can you put a time period on that?

NL: Sure, during the two years that you've been here?

BW: No.

CS: Well, obviously allegations have come out over the -- last fall. Prior to those allegations coming out, have you ever heard anything mentioned about McGee?

BW: No.

CS: And what about since that time?

BW: No.

MS: The initial meeting, you said it was out on the town. Was it during the day, during the --

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 22

---

BW: Night.

MS: -- night? Night? Okay. Were you out with others that evening?

BW: Yes.

MS: Was it coaching staff members?

BW: I don't remember.

MS: And how did you know -- well, I think you aren't certain. Did someone introduce you to him or you recognized him?

BW: I recognized who he was.

MS: And how did you know who he was?

BW: From his picture in the building -- in the practice facility and then I know who the former staff member -- members were before I came here.

MS: So is it -- did you introduce yourself to him or?

BW: Yes.

NL: [REDACTED] do you know who he is?

BW: Yes.

NL: How do you know [REDACTED]

BW: We were recruiting him.

NL: What was your involvement in the recruitment of [REDACTED]

BW: Just making sure -- I remember he was in the dorm, just making sure he was okay.

NL: [REDACTED] was in the dorm during your time here?

BW: Yes.

NL: For what purpose?

BW: For his visit.

NL: Was it an official visit or unofficial?

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 23

---

BW: I don't remember. I really don't.

NL: Other than making sure that his stay at the dorm was okay, did you have any other interaction with him during his visit?

BW: No.

NL: Did you ever go out to where they ate during the visit or anything like that?

BW: Oh, yeah, I did. We were at I want to say [REDACTED]

NL: And so what was your involvement there at [REDACTED] regarding the visit?

BW: Just there eating and that was it.

NL: Have you ever had any interaction with or do you know who [REDACTED] is?

BW: That was [REDACTED]

NL: Right, yeah. Have you meant [REDACTED] before?

BW: Yes when they was here.

NL: For what? What was he here for?

BW: [REDACTED]

NL: And so that's the [REDACTED]?

BW: I think, yes. And then he was obviously at the dinner.

NL: The dinner?

BW: [REDACTED]

NL: Okay. So [REDACTED] was at -- you saw [REDACTED] during --

BW: With [REDACTED]

NL: -- the official visit?

BW: Yes.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 24

NL: And so thinking about the -- when you saw [REDACTED] [REDACTED] can you tell us exactly the type of contact that you had with him during that time?

BW: Just remember talking to him about the school, the university really, how it would benefit [REDACTED] if he came; that was really it. I don't have much involvement when it comes to the parents.

NL: And where did that discussion occur?

BW: I don't remember, either at dinner or maybe showing him the practice facility maybe.

NL: Was that -- so was that during the official visit or during when they were here in town for the tournament?

BW: I don't remember exactly.

NL: Do you remember what your contact consisted of when they were in town here for the [REDACTED]

BW: I don't think I spoke to him during that time. I remember talking with him mostly -- the mother as well, mainly on the visit, sitting down. If I have interactions with them, it would be on the official visit when they're watching practice or something like that.

[00:40:10] NL: Did you have any interaction then with [REDACTED] when he was in town for the [REDACTED]

BW: Not that I remember.

NL: Did you talk --

BW: It was mainly from the -- I do remember the -- for the [REDACTED]

NL: Did you ever talk to him on the phone or exchange communication via text when they were in town [REDACTED]

BW: No.

NL: [REDACTED]

NL: [REDACTED] when it was happening, did you see McGee before or after that tournament out in the [REDACTED]

BW: I don't remember that. I don't remember. When was that?

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 25

---

NL: [REDACTED] is when that tournament occurred.

BW: So it was probably before. Had to be before.

NL: Was it during that tournament?

BW: I don't know.

MS: Brandon, if you didn't meet [REDACTED] or have any interaction with [REDACTED]  
[REDACTED] how did you even know he was in town?

BW: Because coach Balado would say [REDACTED] I  
want to say coach Balado told me that [REDACTED]

NL: And why would coach Balado tell you that? Did he ever give you a reason as to why  
he was telling you [REDACTED]

BW: I mean, I'm sure we were having a conversation about something. I don't know exactly.

NL: Do you know [REDACTED]

BW: I know the name [REDACTED]  
[REDACTED] here, I was with the Florida Rams. I think [REDACTED]  
was with [REDACTED]

NL: Have you had any contact with [REDACTED] or have you ever had any conversations with [REDACTED]  
[REDACTED]

BW: No.

NL: How about since working here at Louisville?

BW: No.

NL: Other than [REDACTED] official visit, did you have any other interaction with  
him?

BW: No.

NL: Did you ever call him or talk to him on the phone at all?

BW: No.

NL: Other than coach Balado, did you ever talk about [REDACTED] with anyone?

BW: Yes, I'm sure I have.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 26

NL: Did you talk to Andre McGee about [REDACTED]

BW: No.

NL: Who else would you have spoken with about [REDACTED] other than coach Balado?

BW: Usually -- I usually speak with Kenny Johnson about each recruit that we're recruiting or have coming here on campus maybe.

NL: When [REDACTED] [REDACTED]  
[REDACTED]

BW: No.

NL: How was he associated [REDACTED] [REDACTED] [REDACTED], do you know?

BW: No.

NL: You don't -- I mean, why was [REDACTED]

BW: From what I know, [REDACTED]

NL: So you did say that you knew that [REDACTED] was in town during [REDACTED]  
[REDACTED]

BW: Yes.

NL: Is that a yes? Okay. Do you know where [REDACTED] stayed when he was in town?

BW: No, I don't know actually.

NL: You don't remember?

BW: No, I don't -- I don't know where he stayed.

NL: How about [REDACTED] do you know where he stayed [REDACTED]

BW: No.

[00:45:00] NL: Based on information that the staff and the institution has received, [REDACTED]  
[REDACTED] Do you know  
[REDACTED]

BW: No.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 27

---

NL: Additional information that we have indicates that they were visited by two women [REDACTED]. Do you know anything about that?

BW: No.

NL: There's been a book released -- it was released last October. Its title Breaking Cardinal Rules. Are you familiar with the book?

BW: Yes.

NL: Have you ever read the book?

BW: No.

NL: Have you ever seen any of the pictures out of the book?

BW: A couple of them.

NL: What pictures have you seen out of the book?

BW: I think there's one [REDACTED]. Honestly, I haven't paid much attention to it though.

NL: What do you know about the book?

BW: That she was saying that girls were brought in for the recruits and they had stripper parties basically.

NL: Has that ever happened during your two years that you've been here?

BW: No.

NL: I'm going to refer to [REDACTED]

BW: That's [REDACTED] right?

NL: Okay.

BW: [REDACTED]

NL: How about the woman in the book? Have you ever seen her before?

BW: On TV and stuff, now ever since the investigation.

NL: Prior to the investigation, had you ever seen her?

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 28

---

BW: No.

NL: Had you ever seen her around Minardi at all?

BW: No.

NL: So you've never met that woman before?

BW: No.

NL: In July of 2014, you were living in Minardi, correct?

BW: Yes.

NL: Are you -- were you the only Brandon living in Minardi?

BW: I think so, yes.

NL: Are you family with the security guards there at Minardi?

BW: Yes.

NL: Who are they? What are their names?

BW: I have no idea.

NL: You don't know what their names are? Okay. What do they typically do? What are their responsibilities?

BW: They just sit there and check in whoever comes in the dorm. Each person has to come in and show their ID. They write down what room they're going to and that's basically it.

NL: Do they even have to do -- do they have to do for you even though you're a resident --

BW: Yes.

NL: -- or just guest? Okay. So how long have they been doing that?

BW: Since I've been here, two years. I mean, they were doing it before that also but I know they've been doing it while I was here.

NL: So they keep written records of people that enter and exit the dorm?

BW: Yes.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 29

---

NL: Have you ever seen the records that they keep?

BW: I see it when they write on it, yes.

NL: On [REDACTED] it looks like -- [REDACTED] and [REDACTED] according to information that we've gathered. And on that date, it's looks like you've had -- you have some communications with coach Balado on [REDACTED]. Do you recall what you were talking about with coach Balado during that period, during [REDACTED] [REDACTED]

BW: No, coach Balado and I talk all the time. Text all the time.

NL: What do you typically talk about when you talk with coach Balado?

BW: I mean, it depends. It can be games, it can be what am I doing that night. It could be something -- he might want me to check on a player or -- I don't know, it depends.

NL: And I'm going to show you a page of the records that we have. For the record, it's page [REDACTED] of 1496, it's from Michael Balado's phone. Okay? And they're text message records. So on [REDACTED] is the date, Tuesday. And at [REDACTED] according to the record, there's a message sent. And is that your phone? [REDACTED]

BW: Yes.

[00:50:00] NL: [REDACTED] Do you have any idea what you and coach -- what message coach Balado sent to you back then?

BW: Huh-uh, no idea.

NL: And then I'm going to show you on the record at [REDACTED], it says two additional messages are sent to your phone it looks like. Do you know what you were talking about at that time?

BW: No idea.

NL: Then if we refer to coach Balado's actual call records, and this is page [REDACTED] of 1496, the cycle date is [REDACTED]. Again, on -- we're going to refer to the date of [REDACTED]. It looks like there's a one--minute call. Is that to your number again? [REDACTED]

BW: Yes.

NL: Do you have any idea what you were talking about at [REDACTED] with coach Balado on [REDACTED]

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 30

---

BW: No.

NL: And then at [REDACTED], on that same date, there's a two-minute call to your phone again, is that right?

BW: Yes.

NL: Any idea what you were talking about with coach Balado?

BW: No.

NL: As far as the [REDACTED] [REDACTED] that you mentioned, you stated that you had that for approximately [REDACTED]

BW: Yes.

NL: And then you've had your [REDACTED]

BW: Yes.

NL: So did you have that [REDACTED] account all the way up until you opened the [REDACTED]

BW: Yes.

NL: And is that the primary bank account that you used before opening the [REDACTED]

BW: [REDACTED]

NL: Yes.?

BW: Yes.

NL: And with the [REDACTED] account, what type of account was it?

BW: [REDACTED]

NL: A debit card with that also?

BW: [REDACTED]

NL: Were you able to take ATM withdrawals [REDACTED]?

BW: [REDACTED]

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 31

---

NL: Did anyone else here in Louisville have access to that account?

BW: No.

NL: Did coach Balado ever have access to that account?

BW: As far as taking money out of the account?

NL: Or putting deposits in the account, or anything like that?

BW: No.

NL: The woman whose picture I showed you, Katina Powell, she reported that she was one of the women that has reported that she meant [REDACTED] [REDACTED] And she reported that prior to going there, she met someone at Minardi outside to pick up \$200 in cash. Do you know anything about that?

BW: No.

NL: I'm going to show you a form here. It's a U of L housing, Brantley Security Services. It's entitled Post Billy Minardi Hall. It's filled out by -- what's reflected in the document, by [REDACTED] The date is [REDACTED] And the second entry on this, it's states, "22:05, Brandon exits through rear then reenters". Then it's initialed MH. I'll show you that. Does that typically look like the form that the security guard fills out?

BW: I've never seen this. I was only aware that they do sign in with names -- you sign -- you -- they usually do this -- who enters and if you bring someone into the room.

NL: So you didn't know that they fill out these Daily Service Reports?

BW: No.

NL: You've never seen one of these?

BW: No.

NL: So do you remember on [REDACTED] exiting and entering approximately at the same time that dormitory, Minardi?

BW: No.

NL: No?

BW: My -- no, I don't. If I did, my car is parked right out front so I probably went and got something out of the car if anything.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 32

---

NL: And when you say right out front, where do you typically park your car?

BW: In the -- like the -- there's coaches' parking places in the front. I usually park there.

[00:55:00] NL: Is that on the street or is that in the circle there?

BW: In the circle.

NL: So is that considered the rear of the building or the front of the building?

BW: The rear.

NL: Where the circle - Where the rear is?

BW: Yeah.

NL: So if he -- if the security guard is saying the rear, would you understand that to mean where the circle is?

BW: Yes, the front would be Fourth Street.

NL: And you don't remember doing this, exiting and then reentering on [REDACTED]?

BW: No.

NL: Do you know if Andre McGee knew that [REDACTED] [REDACTED]

BW: I really have no idea.

NL: Did you ever communicate that to anyone?

BW: No.

MS: Did anyone ever communicate that to you?

ST: I'm sorry, communicate that [REDACTED] --

MS: [REDACTED]

ST: -- or communicate that McGee knew [REDACTED]

MS: No, did anyone ever communicate to you that Andre McGee knew that [REDACTED]  
[REDACTED]

BW: No.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 33

MS: Did anyone ever communicate to you that they knew that [REDACTED] and [REDACTED] were [REDACTED] [REDACTED]?

BW: No.

NL: I'm going to show you some content of text messages that were retrieved by the institution from coach Balado's phone. And the first one is dated on [REDACTED]. And in the records that were provided to the staff from the institution, it reflects that you, Brandon Williams, sent a text to Mike Balado. It says, "I just noticed I have [REDACTED] [REDACTED] -- and it stops Y. And then it looks like the message continues at [REDACTED]. And it looks like it's a continuation of that message. [REDACTED] Coach Balado responds at [REDACTED] "Yeah, I'm headed back now. I'll do it when I land." And then you state, "Okay, thanks." And then on [REDACTED] there's a N/A and so we don't know where that message is coming from, to Mike Balado, and it says, "Your [REDACTED] [REDACTED] and it lists a number here. "This code will expire in 10 minutes, please do not reply to this message." Coach Balado then sends a text to N/A, and it says, "Done." Then coach glad sends a -- it looks like a text to you at [REDACTED] "Done." And then you respond at [REDACTED] "Thanks." Talk to us about what that's talking about.

BW: I remember that. [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

BW: Yes.

NL: Have you had any other [REDACTED] [REDACTED]

BW: No.

NL: And it sounds like he's follow-up with [REDACTED] [REDACTED] Would coach Balado be familiar with that [REDACTED]

BW: He became familiar with it when I mentioned it to him.

NL: So how did he know which [REDACTED]

BW: I'm not sure. He probably -- he might have [REDACTED] for something else. I'm not exactly sure what it was for but.

NL: Has he done something like this for you in the past?

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 34

---

BW: [REDACTED] yes.

NL: [REDACTED]

BW: I'm not exactly sure but he -- maybe. Maybe. I'm not exactly sure. I don't -- and if -- I don't know what -- I don't know what it was for. You don't have the text -- the information to show me again?

NL: Oh, you want to see this?

BW: No, I'm talking about any other one?

NL: No, this is the only information --

BW: Okay.

NL: -- that we have related to this. So how would he have known [REDACTED]

BW: Obviously I would give it to him.

NL: When did you give him [REDACTED]

BW: I don't remember.

NL: So --

MS: Prior to you getting here in June of '14, had coach Balado ever provided you [REDACTED]

BW: No.

MS: So it would have been from [REDACTED] that that would have occurred where coach -- because I think you've said that he may have given [REDACTED] [REDACTED]

[01:00:00] BW: Yes.

MS: -- [REDACTED]

BW: Yes.

MS: How many times did that occur?

BW: Once maybe.

MS: And when --

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 35

---

BW: Well, maybe twice. Maybe twice.

MS: -- and when was that?

BW: I don't know.

MS: Why did he [REDACTED] ?

BW: I don't remember.

MS: Coach Balado just gave [REDACTED]  
[REDACTED]

BW: I mean, he -- he can give -- [REDACTED] -- is that a violation?

MS: No, but --

BW: Oh.

MS: -- if you can tell us why he's giving you [REDACTED]

BW: I don't remember. I really -- I mean, I've forgotten all about that -- the -- [REDACTED]  
[REDACTED]

MS: In the times that he's given -- [REDACTED]  
[REDACTED]

BW: I don't remember.

MS: Because in this time we know how much he's add -- [REDACTED] right in  
this particular time?

BW: Uh-huh.

MS: So in the previous times in [REDACTED]  
[REDACTED]

BW: Yes.

MS: Did you go home? Did you need to fly home during those three months when -- after  
you had just got here?

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 36

---

BW: [REDACTED]

MS: And did you fly home then?

BW: [REDACTED]

MS: [REDACTED]

BW: [REDACTED]

MS: [REDACTED]

BW: [REDACTED]

CS: [REDACTED]

BW: [REDACTED]

MS: [REDACTED] during those months, was it more than one occasion?

BW: No.

MS: Just once during that time period?

BW: From what I remember, yes. I don't -- it wasn't like [REDACTED]

MS: And was it [REDACTED]

BW: [REDACTED]

MS: [REDACTED]

BW: Yes, I can't say if it was --

MS: [REDACTED]

BW: He never gave me [REDACTED]

MS: [REDACTED]

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 37

---

BW: I don't know [REDACTED] I'm not going to be able to say but he -- I don't -- I don't -- I can't give you -- I can't say two -- [REDACTED]  
[REDACTED]

MS: So we can put it [REDACTED]

BW: Yes.

MS: And how did he [REDACTED]

BW: [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]

MS: [REDACTED]

BW: No, but you can do that online.

MS: And so he -- similar to this incident, [REDACTED]

BW: Yes.

NL: Who else has [REDACTED]

BW: Here?

NL: Since you've been here at Louisville the past two years.

BW: In -- on staff or just in general?

NL: Well, weren't you on staff immediately once you arrived here?

BW: Yes.

NL: Okay, so --

BW: [REDACTED]  
[REDACTED]

NL: Or anyone, yeah, sure. Who else has [REDACTED] [REDACTED]

BW: I [REDACTED]

MS: When was that that you got [REDACTED]

BW: [REDACTED]

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 38

MS: [REDACTED]

BW: Yes.

NL: So you still had [REDACTED]?

BW: Yes.

MS: So when [REDACTED]

BW: Honestly, I don't remember.

MS: Because earlier in the interview you said you [REDACTED]

BW: Short -- I mean, within a year or two. [REDACTED]  
[REDACTED]

MS: So within -- [REDACTED]  
[REDACTED]

[01:05:00] BW: Within a year when I moved here, yes.

MS: So you've had [REDACTED] [REDACTED]

BW: A little -- yes, a little over a year.

MS: So did you [REDACTED] [REDACTED] [REDACTED] [REDACTED]

BW: It might have been -- yeah, around the time. Yes, around the time.

MS: So --

BW: It wasn't exactly --

MS: It wasn't -- [REDACTED] [REDACTED]

BW: No.

MS: -- [REDACTED] [REDACTED] --

BW: Huh-uh.

MS: -- there's a time that may have overlapped?

BW: Yeah.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 39

MS: Do you know when that was that you [REDACTED]

BW: No.

MS: Was it summer?

BW: I don't know.

NL: Did -- who [REDACTED]  
[REDACTED]

BW: Nothing that I know of.

NL: So --

BW: [REDACTED]

NL: [REDACTED]

BW: No.

MS: What about into the [REDACTED]

BW: No.

CS: [REDACTED]

BW: [REDACTED]

MS: [REDACTED] [REDACTED] [REDACTED]

BW: [REDACTED] [REDACTED]

NL: Brandon, were you the person that met that woman outside of Minardi [REDACTED]

BW: No.

NL: You don't know anything about that?

BW: No.

NL: So if we [REDACTED]  
[REDACTED]

BW: No.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 40

---

NL: No? Do you know of anyone or have you met anyone associated Louisville Cardinal basketball program, whether it be a coach or a booster or friend of the program who's referred to as coach Mike?

BW: We don't -- that's coach Balado if they would say coach Mike. But no one calls him coach Mike. It's coach Balado. Nobody calls him that.

NL: The information that we've discussed here with you today, have you discussed this information with anyone prior to today?

BW: No. Or, yes.

NL: With Mr. Smrt?

BW: Mr. Smrt.

NL: Okay.

CS: And when was that?

BW: Monday? Monday.

CS: Why don't you go ahead and say what we talked about or what we discussed.

BW: Just kind of brief me based on how it could be or whatever, I don't even actually remember that.

NL: Have you talk about your bank account or anything with anyone prior to today?

BW: No.

NL: And so the last time that you ever communicated with Andre McGee was the only time you communicated with him and that was in the [REDACTED], is that accurate?

BW: From a what I remember, yes.

NL: And you've never met that woman that's in that book?

BW: No.

MS: No one ever -- no one on the coaching staff ever asked you to provide money to someone outside of the -- when you were at Minardi? [REDACTED] did anyone ask you that was part of the coaching staff to go and provide money to someone?

BW: No.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 41

---

CS: If you're going to ask him for his records, I think we should probably talk about that. I mean, if you're going to ask that I think I would go ahead and do that and explain to him what you're going to do and all that.

NL: What we'll probably do after this, and as long as -- what we're going to do is we're probably going to ask for some copies of your bank records, okay, [REDACTED]

[01:10:10] MS: [REDACTED] as well.

NL: The [REDACTED] too, sorry. I forgot about that one. If it was open at that time.

CS: And it's during what -- and the time periods? I'm not sure if you've said that but what time periods are you thinking about?

NL: [REDACTED]

CS: Okay.

NL: Actually -- I'm sorry, take that back. Through this text message, which is in [REDACTED]

CS: Okay. So now that you've done that, can I -- can we take a break? I want to talk to him.

NL: Sure. I'll note for the record that we're taking a break at 9:05 a.m. Eastern time.

NL: This is Nate Leffler with the NCAA enforcement staff. Again, we're resuming the interview with Brandon Williams. The time is approximately 9:10 a.m. Eastern time. Does anyone have anything else related to the topics we've discussed here today for Mr. Williams? No?

MS: I just have one question, Brandon. Do you know -- do you recognize the number [REDACTED]

BW: No.

MS: And [REDACTED] do you know who that is?

BW: Yeah.

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 42

---

MS: That's somebody you know from --

BW: [REDACTED]

MS: [REDACTED]

NL: Okay, I don't think we have anything else. Do you have anything else you think you need to add or clarify based on what we discussed today?

BW: No.

NL: So, yeah, we'll be requesting those records here as soon as the interview is over basically. But if you could try to start working on gathering those and providing those to John probably.

JC: That's fine.

NL: Yeah, we'd appreciate that. And unless you have any other questions, we're going to go ahead and close the interview.

BW: What's the date -- the range you want again? From [REDACTED]

MS: [REDACTED]

BW: [REDACTED]

MS: [REDACTED]

CS: Well, let me put it in writing.

MS: [REDACTED]

NL: Right.

CS: I think we should --

MS: [REDACTED]

CS: -- I think you guys should put it --

NL: We will, but if he wants to start working on it, yeah, [REDACTED] --

ST: [REDACTED]

NL: [REDACTED] So the last thing I need to tell you is that NCAA legislation requires that you help protect the integrity of this investigation. Therefore, as the

## INTERVIEW TRANSCRIPT

April 13, 2016

Page No. 43

---

investigation continues, you're not permitted to speak with others about what we discussed today or any information related to this investigation except that you may speak with your personal legal counsel or the others present in this room. Failure to protect the integrity of this investigation could result in an allegation that you violated the principles of ethical conduct and/or the cooperative principle. Does all this make sense?

BW: Yes.

NL: At some point after the NCAA completes its investigation, someone else involved as a party in this case or their attorney, legal counsel, or representative may request to interview you about matters related to this case, and we encourage you to agree to speak with them just as you have agreed to speak with us. This does not include representatives from the media. If you have any questions about who you can talk to, please contact me, work through Chuck or John or Steve and I'd be happy to help you out with those questions. Do you have any final questions for us?

BW: No.

NL: If you think of anything else related to the topics that we've discussed today and you feel the need to reach out to provide us that information, please feel free to do so. We'd be happy to talk to you again. Okay? All right. Then I'll note for the record that this interview is concluding at approximately 9:12 a.m. Eastern time. Thanks, Brandon. Appreciate it.

[End of Interview]

NDL:smc

**From:** [Charles Smrt](#)  
**To:** [Leffler, Nathan](#)  
**Cc:** [Strothkamp, Mark](#); [Steven J. Thompson](#); ["Nan Lueckert"](#)  
**Subject:** Brandon Williams" Conversation  
**Date:** Wednesday, June 1, 2016 11:28:56 AM

---

Nate:

I left a message yesterday (May 31, 2016) for Brandon, and he returned my call this morning. He indicated that he is meeting with potential counsel tomorrow and that he or his counsel would contact me tomorrow or Friday. When that occurs, I will ask them about the NCAA's request for additional records and will update you after that conversation.

Thank you.

Chuck

Chuck Smrt  
The Compliance Group  
8889 Bourgade Street  
Lenexa, Kansas 66219  
913/599-3210  
Fax: 913/599-1568  
[www.tcgathletics.com](http://www.tcgathletics.com)



## STATEMENT OF THE CASE

University of Louisville – Case No. 00527

March 17, 2017

### TABLE OF CONTENTS

I.	BRIEF HISTORY (CASE CHRONOLOGY) .....	1
II.	ALLEGATION NO. 1 – 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 worth at least \$5,400 in the form of adult entertainment, sex acts and/or cash to men's basketball prospective and/or current student-athletes, nonscholastic men's basketball coaches and a men's basketball prospective student-athlete's friend. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(e) and 16.11.2.1 (2010-11 through 2013-14)] .....	3
III.	ALLEGATION NO. 2 – McGee violated the principles of ethical conduct when he was knowingly involved in offering or providing 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. [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)] .....	5
IV.	ALLEGATION NO. 3 – Brandon Williams, a former men's basketball program assistant, violated the principles of ethical conduct when he refused to furnish the institution and enforcement staff telephone records that are relevant to an investigation of violations of NCAA legislation. [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)].....	6
V.	ALLEGATION NO. 4 – Rick Pitino, head men's basketball coach, violated NCAA head coach responsibility legislation, by failing to monitor McGee's activities and interactions with men's basketball prospective and current student-athletes visiting and attending the institution. [NCAA Division I Manual Bylaws 11.1.2.1 (2010-11 through October 29, 2012) and 11.1.1.1 (October 30, 2012, through 2013-14)].....	7

STATEMENT OF THE CASE

Table of Contents

Case No. 00527

March 17, 2017

---

VI. POTENTIAL AGGRAVATING AND MITIGATING FACTORS

A.	Institution .....	9
B.	Involved Individual [Andre McGee] .....	10
C.	Involved Individual [Brandon Williams].....	11
D.	Involved Individual [Rick Pitino] .....	11

## STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 1

---

### **I. BRIEF HISTORY (CASE CHRONOLOGY)**

August 2015 – The institution learned of allegations that 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 (UMKC) assistant men's basketball coach (April through July 2014), arranged for the provision of alcohol and adult entertainment in Billy Minardi Hall (Minardi), a campus dormitory.

September 4, 2015 – The institution interviewed McGee.

Between September 4 and 9, 2015 – The institution reported to the NCAA enforcement staff that it received information related to the possible provision of impermissible inducements involving the men's basketball program, and the enforcement staff agreed to allow the institution to begin an independent inquiry into the possible violations.

September 9-11, 2015 – The institution interviewed numerous then men's basketball student-athletes and men's basketball noncoaching staff members.

September 28, 2015 – The institution provided the enforcement staff the results of its initial inquiry.

September 29, 2015 – The institution and enforcement staff began a joint investigation of possible violations of NCAA legislation involving McGee's provision of impermissible offers and inducements and extra benefits to men's basketball prospects and student-athletes.

October 21, 2015 – The enforcement staff provided the institution a verbal notice of inquiry.

October 23, 2015 – McGee resigned from UMKC.

October 26 and 27, 2015 – The institution and enforcement staff conducted the initial round of campus interviews at the institution.

December 3, 2015 – The institution's police department communicated to the enforcement staff that it was conducting a criminal investigation related to the subject matter of the institution and enforcement staff's investigation.

February 10, 2016 – Scott Cox (Cox), McGee's attorney, informed the enforcement staff that McGee would not interview with the enforcement staff or provide telephone records while facing possible state or federal criminal charges.

## STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 2

---

April 26, 2016 – The institution and enforcement staff interviewed Rick Pitino (Pitino), head men's basketball coach.

May 20, 2016 – The enforcement staff requested Brandon Williams (Williams), former men's basketball program assistant, to provide copies of his cellular telephone records dated June 1 through September 30, 2014.

June 1, 2016 - Cox informed the enforcement staff that McGee would not interview with the enforcement staff or provide requested telephone or bank records.

June 6, 2016 – The enforcement staff provided Williams a second written request for his telephone records.

June 30, 2016 – The enforcement staff provided Williams a third written request for his telephone records.

July 11, 2016 – The institution informed the enforcement staff that Williams communicated to it that he would not be providing the requested telephone records.

August 17, 2016 – The institution and enforcement staff interviewed Williams, and he refused to provide the enforcement staff with the requested records or execute a release to obtain his telephone records.

October 17, 2016 – The notice of allegations was sent to the president of the institution, Pitino, McGee and Williams.

January 12, 2017 – Cox submitted a letter stating that McGee was unable to respond to the notice of allegations due to a pending criminal investigation.

January 13, 2017 – Peter Ginsburg (Ginsburg), Williams' attorney, requested an extension to submit Williams' response to the notice of allegations.

January 17, 2017 – The institution submitted its response to the notice of allegations.

January 17, 2017 – Pitino submitted his initial response to the notice of allegations.

January 30, 2017 – Williams submitted his initial response to the notice of allegations.

February 17, 2017 – Cox informed the enforcement staff that McGee would not participate in a prehearing conference at that time.

February 21, 2017 – The enforcement staff conducted a prehearing conference with the institution.

## STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 3

---

February 22, 2017 – The enforcement staff conducted a prehearing conference with Pitino.

February 23, 2017 – The enforcement staff conducted a prehearing conference with Ginsburg on behalf of Williams.

March 17, 2017 – The enforcement staff submitted its reply and statement of the case to a hearing panel of the NCAA Division I Committee on Infractions, the institution and involved individuals.

- II. ALLEGATION NO. 1** – From at least December 2010 through July 2014, McGee, arranged for and/or provided impermissible inducements, offers and/or extra benefits in the form of adult entertainment, sex acts and/or cash 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 worth at least \$5,400. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(e) and 16.11.2.1<sup>1</sup> (2010-11 through 2013-14)]

**Alleged Level of Allegation No. 1:** Severe Breach of Conduct (Level I Violation).

**A. Position of institution.**

1. Position on the allegation.

The institution agrees with the majority of Allegation No. 1. However, the institution disputes the values assigned to 10 of the 43 violations in Allegation No. 1, which amounts to an argument involving \$480; and one then prospective student-athlete's and one then student-athlete's involvement in Allegation Nos. 1-b and 1-d.

2. Position on the level of the violation.

The institution agrees that Allegation No. 1 collectively is a severe breach of conduct (Level I); however, it qualifies its position by stating that each subparagraph in Allegation No.1 standing alone amounts to nothing more than a breach of conduct (Level III).

---

<sup>1</sup> In August 2013, adopted proposal RWG-16-5 revised the term "relatives" in NCAA Bylaw 16.11.2.1 to "family members." This revision had no substantive effect on Allegation No. 1.

STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 4

---

**B. Position of McGee.**

1. Position on the allegation.

McGee has not provided a position on this allegation due to a related pending criminal investigation.

2. Position on the level of the violation.

McGee has not provided a position on the level of the violation due to a related pending criminal investigation.

**C. Position of enforcement staff.**

1. Position on the allegation.

The enforcement staff's position is that the violations occurred as alleged.

2. Position on the level of the violation.

The enforcement staff's position is that a hearing panel could conclude that Allegation No. 1 is a severe breach of conduct (Level I).

**D. Remaining issue(s) in Allegation No. 1.**

1. [REDACTED] did McGee arrange for and/or provide then [REDACTED]  
[REDACTED] [REDACTED] a striptease show and cash in  
Minardi, as detailed in Allegation No. 1-b?
2. During the [REDACTED] did McGee arrange for and/or provide then men's  
[REDACTED] [REDACTED] a striptease show in Minardi, and if so,  
did it constitute a violation as detailed in Allegation No. 1-d?

STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 5

---

3. Are the dollar values correct as stated in Allegation Nos. 1-f, 1-h, 1-j, 1-k, 1-l and 1-o?

**III. ALLEGATION NO. 2** – From at least December 2010 through July 2014 and in February and June 2016, McGee 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 enforcement staff by refusing to furnish information relevant to an investigation of possible violations of legislation. [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)]

**Alleged Level of Allegation No. 2:** Severe Breach of Conduct (Level I Violation).

**A. Position of institution.**

1. Position on the allegation.

The institution agrees with Allegation No. 2-a and takes no formal position on Allegation No. 2-b since McGee was no longer its employee when he failed to cooperate with the investigation.

2. Position on the level of the violation.

The institution agrees that Allegation No. 2-a is a severe breach of conduct (Level I); however, it believes that no level should be attributed to it for Allegation No. 2-b since McGee was not its employee when he failed to cooperate with the investigation.

**B. Position of McGee.**

1. Position on the allegation.

McGee has not provided a position on this allegation due to a related pending criminal investigation.

STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 6

---

2. Position on the level of the violation.

McGee has not provided a position on the level of the violation due to a related pending criminal investigation.

**C. Position of enforcement staff.**

1. Position on the allegation.

The enforcement staff's position is that the violations occurred as alleged.

2. Position on the level of the violation.

The enforcement staff's position is that a hearing panel could conclude that Allegation No. 1 is a severe breach of conduct (Level I).

**D. Remaining issue(s) in Allegation No. 2.**

None.

**IV. ALLEGATION NO. 3** – From May through August 2016, Williams violated the principles of ethical conduct when he refused to furnish the institution and enforcement staff telephone records that are relevant to an investigation of violations of legislation. [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)]

**Alleged Level of Allegation No. 3:** Severe Breach of Conduct (Level I Violation).

**A. Position of institution.**

1. Position on the allegation.

The institution takes no formal position on Allegation No. 3 since Williams was no longer its employee when he failed to cooperate with the investigation.

## STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 7

---

### 2. Position on the level of the violation.

The institution believes that no level should be attributed to it for Allegation No. 3 since Williams was not its employee when he failed to cooperate with the investigation.

### **B. Position of Williams.**

#### 1. Position on the allegation.

Williams disputes this allegation.

#### 2. Position on the level of the violation.

Williams has not stated whether he is in agreement with the level of this violation.

### **C. Position of enforcement staff.**

#### 1. Position on the allegation.

The enforcement staff's position is that the violations occurred as alleged.

#### 2. Position on the level of the violation.

The enforcement staff believes that a hearing panel could conclude that Allegation No. 4 is a severe breach of conduct (Level I).

### **D. Remaining issue(s) in Allegation No. 3.**

Did Williams fail to cooperate in an NCAA investigation by refusing to provide cellular telephone records when requested?

**V. ALLEGATION NO. 4** – From at least December 2010 through April 2014, Pitino 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 McGee 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

## STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 8

---

men's basketball prospective and current student-athletes visiting and attending the institution. [NCAA Division I Manual Bylaws 11.1.2.1 (2010-11 through October 29, 2012)<sup>2</sup> and 11.1.1.1 (October 30, 2012, through 2013-14)]

**Alleged Level of Allegation No. 4:** Severe Breach of Conduct (Level I Violation).

### **A. Position of institution.**

#### 1. Position on the allegation.

The institution disputes this allegation and believes Pitino appropriately monitored McGee.

#### 2. Position on the level of the violation.

The institution has not stated whether it is in agreement with the level of this violation.

### **B. Position of Pitino.**

#### 1. Position on the allegation.

Pitino disputes this allegation and believes he appropriately monitored McGee.

#### 2. Position on the level of the violation.

Pitino has not stated whether he is in agreement with the level of this violation.

### **C. Position of enforcement staff.**

#### 1. Position on the allegation.

The enforcement staff's position is that the violation occurred as alleged.

---

<sup>2</sup> On October 30, 2012, and during the period of Allegation No. 4, adopted proposal 2012-15 changed NCAA Division I Bylaw 11.1.2.1 to 11.1.1.1. and substantively revised it in the following manner:

~~It shall be the responsibility of an~~ **An institution's head coach is presumed to be responsible for the actions of all assistant coaches and administrators who report, directly or indirectly, to the head coach.** ~~An~~ institution's head coach ~~to~~ **shall** promote an atmosphere ~~for~~ **of** compliance within ~~the~~ **his or her** program ~~supervised by the coach~~ and ~~to~~ **shall** monitor the activities ~~regarding compliance~~ of all assistant coaches and ~~other~~ administrators involved with the program who report directly or indirectly to the coach.

STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 9

---

2. Position on the level of the violation.

The enforcement staff believes that a hearing panel could conclude that Allegation No. 4 is a severe breach of conduct (Level I).

**D. Remaining issue(s) in Allegation No. 4.**

Did Pitino rebut the presumption of head coach responsibility by demonstrating that he adequately monitored a staff member who reported directly or indirectly to him?

**VI. POTENTIAL AGGRAVATING AND MITIGATING FACTORS**

Pursuant to NCAA Bylaw 19.7.1, the enforcement staff has identified the following potential aggravating and mitigating factors that a hearing panel may consider.

**A. Institution.**

Aggravating Factors	Identified By	Party Agreement	
		Enforcement Staff	Institution
Multiple Level I violations	Enforcement Staff	Yes	Yes
A history of Level I, Level II or major violations	Enforcement Staff	Yes	No
Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct	Enforcement Staff	Yes	No
Intentional, willful or blatant disregard for the NCAA constitution and bylaws	Enforcement Staff	Yes	Yes

## STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 10

<b>Mitigating Factors</b>			
Prompt acknowledgement of the violation(s), acceptance of responsibility and imposition of meaningful corrective measures and/or penalties	Enforcement Staff	Yes	Yes
An established history of self-reporting Level III or secondary violations	Enforcement Staff	Yes	Yes
Exemplary cooperation	Institution	No	Yes

**B. Involved individual [McGee].**

		<b>Party Agreement</b>	
<b>Aggravating Factors</b>	<b>Identified By</b>	<b>Enforcement Staff</b>	<b>Involved Individual</b>
Multiple Level I violations	Enforcement Staff	Yes	No Position
Unethical conduct, failing to cooperate during an investigation or refusing to provide all relevant or requested information	Enforcement Staff	Yes	No Position
Person of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct	Enforcement Staff	Yes	No Position
Conduct or circumstances demonstrating an abuse of a position of trust	Enforcement Staff	Yes	No Position
Intentional, willful or blatant disregard for the NCAA constitution and bylaws	Enforcement Staff	Yes	No Position
<b>Mitigating Factors</b>			
None			

STATEMENT OF THE CASE

Case No. 00527

March 17, 2017

Page No. 11

---

**C. Involved individual [Williams].**

		<b>Party Agreement</b>	
<b>Aggravating Factors</b>	<b>Identified By</b>	<b>Enforcement Staff</b>	<b>Involved Individual</b>
Unethical conduct, failing to cooperate during an investigation or refusing to provide all relevant or requested information	Enforcement Staff	Yes	No Position
<b>Mitigating Factors</b>			
None			

**D. Involved individual [Pitino].**

		<b>Party Agreement</b>	
<b>Aggravating Factors</b>	<b>Identified By</b>	<b>Enforcement Staff</b>	<b>Involved Individual</b>
None			
<b>Mitigating Factors</b>			
None			

[NOTE: The enforcement written reply and the parties' responses to the notice of allegations may be referenced for further detail regarding the aggravating and mitigating factors.]