INTRODUCTION

The University of South Carolina ("University") acknowledges that major violations occurred in its football program in 2009 and 2010. The University does not contest the allegations in the Notice of Allegations. The violations arose from two distinct situations: (1) student-athletes living in a local hotel at what proved to be a discounted rate; and (2) the impermissible involvement of two representatives of the University’s athletics interests in the University’s football recruiting efforts. The University is satisfied that while mistakes were made, none of its employees knowingly disregarded NCAA legislation to gain a significant recruiting or competitive advantage.

Some of the violations should have been avoided altogether (such as the discounted rent violations in Allegation 1) or discovered at an earlier date (such as some of the violations in Allegation 2(a)). The University has admitted this in response to the failure to monitor charge in Allegation 3.

It is difficult if not impossible for the enforcement staff to provide in the Notice of Allegations all of the factual information and context the Committee on Infractions ("Committee") needs to fully understand the results of the 14-month investigation. While the University does not contest the allegations, it will provide additional background information about the violations and the persons involved in them. The University believes this information will help the Committee understand how and why these violations occurred and decide whether the University’s corrective actions and self-imposed sanctions are appropriate.
Allegation 1 - Housing

There are two types of violations at issue in Allegation 1. The first is that student-athletes were allowed to rent furnished one-bedroom and two-bedroom units at a local hotel for a discounted rate. The University’s Office of Compliance Services ("OCS") made a good-faith error in judgment when it approved the lease terms in August 2009. OCS compared the student-athletes’ lease terms to those for other furnished apartment units in the area, but it did not consider the rates the hotel had previously charged the University for extended-stay guests. It is undisputed that OCS believed in good faith that it had reached the correct result and the student-athletes’ leases complied with NCAA legislation. Had this good-faith error in judgment not occurred, the University believes the violations in Allegation 1 would have been minimized.

The second type of violation occurred when several of these student-athletes fell significantly behind on their monthly rent payments, and the hotel general manager allowed them to continue to live at the hotel. The University had no notice that the student-athletes were behind on their rent until learning so during this investigation. The enforcement staff concluded, and the University agrees, that an institution’s duty to monitor does not include confirming each month that each student-athlete paid his or her rent.

The violations in Allegation 1 normally would be classified as preferential treatment benefits under Bylaw 12.1.2.1.6. Here, however, the hotel was a representative of the University’s athletics interests when at least some of the violations occurred, and thus, the violations are treated as extra benefit violations under Bylaw 16. As a result, the University has institutional responsibility for the violations.
Allegation 2 - - Representatives’ Involvement in Recruiting

The violations in Allegation 2 relate to two representatives of the University’s athletics interests providing impermissible benefits to and having impermissible contacts with several prospective student-athletes whom the University recruited. Although the violations are for the most part classified as recruiting inducement violations under Bylaw 13.2.1, there is no evidence that either representative ever conditioned any offer of benefits to any prospect upon the prospect’s commitment to attend the University. The representatives provided the impermissible benefits to prospects within the context of the mentoring foundation they founded. The representatives provided benefits to other high school students as well who, while technically “prospects” under NCAA bylaws, were not Division I caliber athletes and were never recruited by the University. The mentoring group organized and sponsored trips for the same prospects to other institutions; their efforts were not limited to the University. The mentoring group’s board of directors included former football student-athletes who played for other Division I institutions. The impermissible benefits usually came in large group gatherings or trips the mentoring foundation sponsored, with the impermissible benefits provided to the prospects at issue in the Notice being similar in nature and value to those provided to other prospects the University never recruited. The University also notes that the enforcement staff concluded that it was not a violation where the representatives provided similar benefits to other prospects who the University did not recruit. Similarly, to the University’s knowledge, the enforcement staff did not deem the representatives’ payment for prospects to take trips to other institutions to be impermissible.
The fact remains, however, that some of the representatives' conduct was intended to help the University recruit prospects. The representatives organized, sponsored and attended more trips to the University for the students affiliated with their mentoring group than the group took to other institutions. Further, one of the representatives was present for several of the mentoring group trips to the University but did not attend any of the mentoring group's trips to other institutions. The same representative stated that he was more involved in planning the trips to the University. The University acknowledges that these trips benefited the University's recruitment of the prospects listed in Allegation 2.

Allegation 3 - Failure to Monitor

The University agrees that it should have taken additional steps to prevent or detect some of the violations at issue in Allegations 1 and 2.

With regard to Allegation 1, the University notes that the facts do not present a typical failure to monitor scenario. In this case, OCS had thorough monitoring systems in place for student-athlete housing, and these systems functioned as they should. OCS required student-athletes to provide information about their lodging and a copy of their leases. This system worked as it should in that OCS learned that student-athletes were living at the hotel. OCS did not, in the University's view, fall short in monitoring the student-athletes' housing but instead in failing to recognize that the student-athletes who lived at the Whitney Hotel ("Whitney") received a discounted rental rate under their leases. OCS acted in a diligent manner in reviewing the situation but simply made a good faith error in judgment when it approved the leases. Had OCS viewed the living arrangements from a different perspective (i.e., the room rates the Athletics Department had paid the hotel in the past) when it first learned of the issue in August
2009, it would have stopped the violations at that point and resolved any eligibility concerns prior to the 2009-10 football season so that no student-athlete competed while ineligible.

With regard to Allegation 2, the University agrees that there were several points at which its coaches and OCS should have raised questions about whether the representatives' involvement with prospects was permissible under NCAA legislation. These instances are discussed in response to Allegation 3(b). The University has taken steps to address these issues, as detailed in response to Question 5 and Question 6.

**Self-Imposed Penalties**

The University understands that the violations in this case are major and serious, and it has responded to them as such. The University has imposed sanctions and disciplinary measures that fit the violations and has also taken steps to minimize the risk of similar violations occurring in the future. Most significantly, the University will reduce the number of grants in aid (both initial and total) in the sport of football by six over the next three years. The University has also reduced the number of official visits in football and track and field, imposed a monetary fine of $18,500.00, and self-imposed a three-year probationary period. The University disassociated the representatives most responsible for these violations and ended its recruitment of the prospects associated with the mentoring foundation who are still in high school. The remaining self-imposed sanctions and corrective measures are set forth in response to Question 5.
NOTICE OF ALLEGATIONS

ALLEGATION 1

1. [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

   It is alleged that from May 2009 through October 2010, the Whitney Hotel, a representative of the institution's athletics interests, provided extra benefits, an estimated $47,000 to 12 student-athletes, in the form of reduced rent that generally was not available to the regular student population for off-campus housing. Additionally, the Whitney Hotel made special arrangements with nine of the student-athletes to pay their rent at later dates, thereby providing an impermissible loan to the student-athletes.¹

   Specifically:

   a. From May 29, 2009, to February 24, 2010, and April 5 to August 22, 2010, the Whitney Hotel provided a two-bedroom suite to [redacted], football student-athlete, at a reduced daily rate of $14.59 for a total of 410 days. [redacted] occupied the suite alone. Therefore, this reduced rate constituted an estimated extra benefit of $16,940. Additionally [redacted] did not pay rent from May 2009 through February 2010, and made arrangements with the Whitney Hotel to defer rent payments until a later date, constituting an impermissible loan.² [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

   b. From June 2009 to August 2010 (approximately 14 months), the Whitney Hotel provided a two-bedroom suite to [redacted], football student-athlete, at a reduced daily rate of $14.59 for approximately 459 days. [redacted] occupied the suite alone. Therefore, this reduced rate constituted an estimated extra benefit of $19,280. Further, in June 2009, [redacted] stopped paying rent and made special arrangements with the Whitney Hotel

¹ The University and the enforcement staff identified minor discrepancies related to the calculations of the total values of the benefits the student-athletes received in Allegation 1. The corrected values are noted below. The University calculates the total value of the benefits the Whitney provided as $50,886.80. The enforcement staff and the University agreed that a daily rate of $57 be used to calculate the value of the benefits received.

² Allegation 1(a) contains several minor discrepancies. First, [redacted] occupied a two-bedroom suite at the Whitney for a period of 418 days, not 410 days as alleged. Second, [redacted] did not live alone for the entire length of his stay, as is stated in the allegation. [redacted] had a roommate (football student-athlete) for 239 days. Therefore, the value of the benefits [redacted] received is lower than stated in Allegation 1(a). Given that his roommate was a football student-athlete, however, the total value of the impermissible benefits the Whitney provided remains the same.
to defer rent payments until the 2010 fall semester, constituting an impermissible loan.\(^3\) [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

c. From November 28, 2009, to August 23, 2010, the Whitney Hotel provided a two-bedroom suite to a football student-athlete, at the reduced daily rate of $14.59 for 268 days. occupied the suite with a roommate. Therefore, this constituted an estimated extra benefit of $3,470. Further, did not pay rent until August 2010 and made special arrangements with the Whitney Hotel to defer rent payments until the 2010 fall semester, constituting an impermissible loan.\(^4\) [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

d. From February 16 to August 23, 2010, the Whitney Hotel provided a two-bedroom suite to a football student-athlete, at a reduced daily rate of $14.59 for 188 days. occupied the suite with a roommate. Therefore, this constituted an estimated extra benefit of $2,660. Further, since did not pay rent, he made special arrangements with the Whitney Hotel to defer rent payments until the 2010 fall semester, constituting an impermissible loan.\(^5\) [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

e. From May 9 to August 20, 2010, the Whitney Hotel provided a two-bedroom suite to a football student-athlete, at a reduced daily rate of $14.59 for 103 days. occupied the suite with a roommate. Therefore, this constituted an estimated extra benefit of $1,270. Further, made arrangements with the Whitney Hotel to defer rent payments until the 2010 fall semester, constituting an impermissible loan.\(^6\) [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

f. From May 9 to August 22, 2010, the Whitney Hotel provided a two-bedroom suite to a football student-athlete, at a reduced daily rate of $14.59 for 106 days. occupied the suite with a roommate. Therefore, this constituted an estimated extra benefit of $1,480. Further, after failed to pay any rent, the Whitney Hotel made arrangements with to defer rent payments until the 2010 fall semester, constituting an impermissible loan.\(^7\) [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

g. From April 20 to August 20, 2010, the Whitney Hotel provided a two-bedroom suite to a football student-athlete, at the reduced

\[3\] The total value of benefits is $19,466.19.

\[4\] The total value of benefits is $5,626.39.

\[5\] The total value of benefits is $3,929.99.

\[6\] The total value of benefits is $2,184.12.

\[7\] The total value of benefits is $2,247.73.
daily rate of $14.59 for 121 days. ___ occupied the suite alone. Therefore, this constituted an estimated extra benefit of $5,080. Additionally, after ___ paid $440 and $450 toward rent in July and August, respectively, he made payment arrangements with the Whitney Hotel to pay the remaining balance for the 2010 fall semester, constituting an impermissible loan.\(^8\) [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

h. From July 26 to August 19, 2010, the Whitney Hotel provided a two-bedroom suite to ___, football student-athlete, at a reduced daily rate of $14.59 for approximately 24 days. ___ occupied the suite alone. Therefore, this constituted an extra benefit of $1,018.\(^9\) [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

i. From August 1 to 19, 2010, the Whitney Hotel provided a two-bedroom suite to ___, football student-athlete, at the reduced daily rate of $14.59 for 19 days. ___ occupied the suite with a roommate. Therefore, this constituted an estimated extra benefit of $260. Further, ___ made arrangements with the Whitney Hotel to defer rent payments until the 2010 fall semester, constituting an impermissible loan.\(^10\) [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

j. From August 1 to 19, 2010, the Whitney Hotel provided a two-bedroom suite to ___, football student-athlete, at a reduced daily rate of $14.59 for 19 days. ___ occupied this suite with a roommate. Therefore, this constituted an estimated extra benefit of $260. Further, ___ made arrangements with the Whitney Hotel to defer rent payments for the 2010 fall semester, constituting an impermissible loan.\(^11\) [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3-(a)]

k. From August 1 to 19, 2010, the Whitney Hotel provided a two-bedroom suite to ___, women's track and field student-athlete, at a reduced daily rate of $14.16 for 37 days. ___ occupied the suite with a roommate.

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\(^8\) The total value of ___ benefits is $5,131.61.
\(^9\) ___ occupied a one-bedroom suite, not a two-bedroom suite as alleged. The University and the enforcement staff agree the actual value of ___ benefits is $509.00.
\(^10\) The total value of ___ benefits is $402.90.
\(^11\) The total value of ___ benefits is $402.90. The University notes that Allegation 1(j) states that, “___ made arrangements with the Whitney Hotel to defer rent payments for the 2010 fall semester.” The University and enforcement staff agree that the allegation should read “___ made arrangements with the Whitney Hotel to defer rent payments until the 2010 fall semester.”
Therefore, this constituted an estimated extra benefit of $740.\textsuperscript{12} [NCAA Bylaws 16.02.3 and 16.11.2.1]

I. From August 1 to 19, 2010, the Whitney Hotel provided a two-bedroom suite to \[\text{[Redacted]}\], women’s track and field student-athlete, at a reduced daily rate of $14.16 for 37 days. \[\text{[Redacted]}\] occupied this suite with a roommate. Therefore, this constituted an estimated extra benefit of $740.\textsuperscript{13} [NCAA Bylaws 16.02.3 and 16.11.2.1]

Please indicate whether this information is substantially correct and whether the institution agrees violations of NCAA legislation occurred. Submit evidence to support your response.

RESPONSE:

The University agrees that the information contained in Allegation 1 is substantially correct and that violations of NCAA legislation occurred—specifically, that the Whitney provided impermissible benefits to the student-athletes (1) in the form of discounted rent; and (2) when it failed to require the student-athletes to make timely monthly rent payments.

The University provides the following information regarding the Whitney and the circumstances surrounding the University’s approval for student-athletes to reside there. The Whitney is located in Columbia, South Carolina, approximately two miles from the University’s campus. According to the Whitney’s general manager, Jamie Blevins, the Whitney was originally constructed as a condominium complex and later operated as a hotel. The units are designed similar to an apartment with a furnished living room, a kitchen with appliances, and furnished bedrooms. The configuration of the units is conducive to a long-term residence. The Athletics Department in the past has paid for newly hired employees to stay at The Whitney.

During the times at issue, the Whitney continued to have guests who stayed only one or a

\[\text{\textsuperscript{12} The total value of [Redacted] benefits is $792.54. The University also notes that [Redacted] lived at the Whitney from August 19 until the same time in the last week of September 2010, not August 1 to 19, 2010 as alleged.}\]

\[\text{\textsuperscript{13} The total value of [Redacted] benefits is $792.54. The University also notes that [Redacted] lived at the Whitney from May 11 to October 3, 2010, not August 1 to 19, 2010 as alleged.}\]
few nights, similar to a hotel, as well as other guests who stayed for extended periods. Blevins stated that the University’s student-athletes were the first residents to sign leases at the Whitney, notwithstanding that the Whitney had prior guests who stayed for indefinite periods of time. Blevins said he had the student-athletes sign leases at the student-athletes’ request because OCS required student-athletes living off-campus to provide a lease.

The first student-athlete to move into the Whitney was football student-athlete [redacted]. [redacted] and his mother stayed at the Whitney [redacted]. In May 2009, after the Spring 2009 semester, [redacted] decided to live off-campus and began to look for off-campus housing. He approached Blevins about living at the Whitney because of its proximity to campus and apartment-style setup. Blevins stated he agreed to allow [redacted] and subsequent student-athletes to live in the Whitney on an extended term basis due to the slumping local economy and the facility’s low occupancy rates. Blevins stated that he knew that a monthly rent of $900 for a two-bedroom unit at the Whitney was consistent with the local market rate for furnished apartments. Blevins agreed to rent a two-bedroom unit to [redacted] and another football student-athlete, [redacted], for $900 per month ($450 per person). [redacted] moved into the Whitney on May 29, 2009 but did not inform OCS that he had done so until August 2009.

Football student-athlete [redacted] learned of [redacted] living arrangement at the Whitney and approached Blevins about living there. Blevins offered to let [redacted] live there on the same terms he offered to [redacted] (i.e., $900 per month for a two-bedroom unit) and [redacted] moved into the Whitney on approximately May 29, 2009. [redacted] did not inform OCS that he had moved into the Whitney until August 2009.
At the beginning of the 2009-10 academic year, OCS required all student-athletes who resided off-campus to submit a lease to the compliance office. The Whitney did not require signed lease agreements for its long-term guests, but Blevins created one for the three student-athletes to present to the compliance office to meet this requirement. In August 2009, Jennifer Stiles, then Assistant Athletics Director for Compliance Services ("Director of Compliance"), contacted Blevins to discuss the student-athletes' leases. Stiles asked Blevins questions that addressed the basic concepts underlying NCAA legislation regarding extra benefits, including whether the student-athletes were receiving any discounted rent or other benefit or special arrangement that was not available to the general student body. Stiles said Blevins informed her that the student-athletes were living there at the standard rate and were not receiving a discounted monthly rate or any type of special treatment due to their status as student-athletes. Blevins informed Stiles that the student-athletes were being charged $900 per month for a two-bedroom unit, which was also reflected in the leases Stiles received. Stiles said OCS conducted its own independent research and determined that $900 was as much or more than the monthly rental rate for fully furnished two-bedroom apartments in the Columbia area. Further, Stiles knew from reviewing other leases that the rental amount was consistent with leases from other student-athletes who resided in furnished apartment units. Finally, Stiles discussed the matter with her staff. Based upon her conversation with Blevins and discussion with OCS staff, Stiles concluded the living arrangement at the Whitney did not violate NCAA legislation and approved the leases. Stiles did not speak to Blevins again concerning the student-athletes living at the Whitney until the NCAA investigation began in July 2010.

The University acknowledges that Stiles did not question Blevins regarding the daily rates the Whitney charged short-term guests, nor did she review available institutional records to
determine the rates the Whitney charged the Athletics Department in the past when Athletics Department employees stayed at the Whitney for varying periods of time when they were first hired. Stiles viewed the student-athletes' situations as similar to an apartment lease, and not as temporary housing such as when Athletics Department staff had stayed there for an extended period in the past. The University acknowledges that her analysis was in error.

After the University approved the living arrangements for [redacted] and [redacted], nine other student-athletes moved into the Whitney at various times during the next year. Of these nine student-athletes, seven moved into the Whitney between May 2010 and August 2010 (i.e., after the end of the 2009-10 academic year). None of the nine student-athletes submitted a lease to OCS when they first moved into the Whitney. Thus, OCS had no notice that additional student-athletes lived at the Whitney until the issue arose during this investigation.

In July 2010, the enforcement staff notified the University about possible rules violations in the football program. Following a cooperative investigation with the University, the enforcement staff concluded that the Whitney provided impermissible benefits to student-athletes in the form of discounted rent. The investigation also revealed that several student-athletes were delinquent on their rent payments, which constituted an impermissible extra benefit from the Whitney. Blevins acknowledged that he was not diligent in collecting rent and that several student-athletes agreed to pay rent when they received financial aid from the University at the beginning of the Fall 2010 semester. The University had no notice that the student-athletes failed to pay their rent in a timely manner until this investigation.

Blevins' treatment of the student-athletes was not unique. Blevins reported that the Whitney had similar long-term agreements with at least two non-student-athlete guests. One such guest (a 65-year old female with no connection to the University) stated in her interview
that Blevins agreed to charge her $450 per month to live in the Whitney beginning in May 2010 while her home was under construction (approximately six months). Blevins also stated that he had allowed long-term residents who were not student-athletes to accrue large balances for unpaid rent. Blevins denied that the Whitney’s treatment of student-athletes with respect to the amount of rent charged and the failure to require the timely payment of rent resulted from their reputation or status as student-athletes.

The University acknowledges that as a result of the impermissible benefits provided by the Whitney, four student-athletes competed while ineligible for the University during the 2009-10 football season as follows:

14 Had the University concluded that the Whitney had provided impermissible benefits, it would not have allowed the involved student-athletes to compete. Once the investigation began, the University instructed the student-athletes to move out of the Whitney immediately and find alternative living arrangements. Further, the student-athletes were instructed to pay the Whitney any past due rent.

Questions Following Allegation 1

Also, please provide the following:

a. A statement describing the relationship of the Whitney Hotel to the institution and its intercollegiate athletics program. In that regard, please indicate whether the Whitney Hotel (1) has participated in or is a member of an agency or organization promoting the institution’s intercollegiate athletics program; (2) has made financial contributions to the institution, its intercollegiate athletics program or an athletics booster organization; (3) has a personal relationship in any manner with any current or former member of the institution’s athletics programs; (4) has been involved in any manner with the recruitment of a prospective student-athlete; (5) has provided benefits in any manner to any enrolled student-athletes, prospective student-athletes or their families; or (6) has been involved in any manner in the

14 [REDACTED] lived with [REDACTED] at the Whitney in late 2009 and early 2010. He was ineligible for the University’s bowl game.
promotion of the institution’s intercollegiate athletics program. Also, please indicate if the institution believes the Whitney Hotel to be a representative of the institution’s athletics interests and, if so, the date the Whitney Hotel became a representative.

RESPONSE:

The Whitney is located in Columbia, South Carolina. Prior to this investigation, the Athletics Department paid for newly hired athletics employees moving to Columbia to stay in the Whitney, as well as other hotels in the area. Blevins has traditionally been the Athletics Department’s contact at the Whitney.

The University provides the following responses to the specific questions set forth in Allegation 1, Question (a):

1. Has participated in or is a member of an agency or organization promoting the institution’s intercollegiate athletics program? Yes.

2. Has made financial contributions to the institution, its intercollegiate athletics program or an athletics booster organization? Yes.

3. Has a personal relationship in any manner with any current or former member of the institution’s athletics programs? Yes. One assistant football coach (Johnson Hunter) stated that when he lived at the Whitney shortly after the University hired him, he met and became generally acquainted with Blevins.

4. Has been involved in any manner with the recruitment of a prospective student-athlete? No.

5. Has provided benefits in any manner to any enrolled student-athletes, prospective student-athletes or their families? Yes.

6. Has been involved in any manner in the promotion of the institution’s intercollegiate athletics program? Yes.

The Whitney became a representative of the University’s athletic interests not later than March 2010 when it joined the Gamecock Club as a member of the Garnet Market, a program
developed to cultivate commercial/corporate memberships in the organization. The University did not allow the Whitney to renew its Gamecock Club membership in 2011 and disassociated Blevins on September 16, 2011, as a result of the violations set forth in Allegation 1. The University acknowledges that pursuant to Bylaw 13.02.14(d), it is possible the Whitney became a booster in August 2009 when it first provided impermissible benefits to student-athletes in the form of discounted rent.

b. A statement describing any NCAA rules education the institution has provided to representatives of the institution’s athletics program over the past four academic years.

RESPONSE:

The University has a comprehensive rules education program that includes educating representatives of the University’s athletics interests. OCS has provided rules education to its boosters through a variety of ways in an effort to maximize the coverage and effectiveness of these efforts. The University has provided rules education to its boosters verbally and via regular mail and email through several different means listed below.

• **Garnet Insider.** Weekly electronic mailout sent to approximately 14,000 Gamecock Club members and University athletics fans. See Exhibit 1. Since 2008, Garnet Insider has included a component devoted to compliance education.

• **Spurs & Feathers.** Weekly print mailouts sent to every Gamecock Club member prior to and throughout the past four years. See Exhibit 2. Each month the mailout includes a section devoted to compliance and rules education. The mailouts are also available for purchase to the general public.

• **Gamecock Club Meetings.** OCS regularly makes rules education presentations at club meetings. See Exhibit 3. OCS also makes a detailed rules education presentation to the
Gamecock Club Board of Directors and officers each year, with an emphasis upon recruiting and extra benefits issues. See Exhibits 3A, 3B and 3E. OCS also distributes the “Rules of the Game” brochure at these events. See Exhibit 3C.

- **Season Ticket Mailings.** Rules education materials are included with the season tickets sent to all football and basketball season ticket purchasers annually. See Exhibit 4.

- **Game Programs.** Since 2007, the University has included a page in the football and men’s basketball game programs devoted to compliance topics. See Exhibit 5.

- **Booster Newsletters.** Since October 2010, an electronic compliance newsletter has been sent to the Gamecock Club member listserv, sports-specific distribution lists, and the University Alumni Association listserv. See Exhibit 6.

- **Athletics Department Website.** OCS provides general rules education information on the University’s OCS website. These materials are consistent with and reinforce the rules education measures discussed above. See Exhibit 7.

- **Facebook.** OCS has a Facebook account that is available to boosters, prospects, student-athletes and others that contains general information about NCAA bylaws. The Booster Newsletters discussed above are also available via Facebook. See Exhibit 8.

- **Additional materials.** The University has attached various educational materials used in its rules education efforts over the past four years. These materials covered a wide array of compliance issues and questions, with an emphasis upon those issues likely to involve boosters. The rules education materials were written in such a manner that boosters unfamiliar with NCAA legislation would understand which actions are permissible and impermissible. Particularly effective among these are materials asking the boosters which of a series of hypothetical fact patterns constituted violations of NCAA
legislation, complete with detailed explanations as to why a violation occurred and how it might have been avoided. Among these issues are:

- Booster contact and interaction with prospects and their families in all settings, including social media, athletics contests and on the University campus;
- Booster contact and interactions with enrolled student-athletes;
- The NCAA definition of and requirements for valid pre-existing relationships with prospects and their families;
- Rules prohibiting booster involvement in recruiting activities;
- The proper method for notifying the University about a prospect;
- Contact with a prospect before and after signing of a National Letter of Intent;
- Circumstances under which a booster may permissibly employ a prospective student-athlete or a student-athlete;
- The provision of benefits of any nature to prospects, including meals, transportation, and entertainment;
- Recruiting “dos and don’ts”;
- The provision of benefits of any nature to student-athletes;
- The provision of occasional meals to student-athletes;
- NCAA rules regarding a booster providing an occasional meal;
- Gift-in-kind donations in connection with providing meals or reasonable entertainment to student-athletes;
- The provision of gifts or other benefits to student-athletes after exhaustion of eligibility;
- Promotional activities involving a student-athlete; and
• Gambling

This is only a partial list of the topics covered in OCS’s efforts to educate boosters. For a comprehensive review of rules education materials provided to boosters, please see Exhibits 1 to 10. Rather than explain in detail all of the issues covered in these materials, the University instead will focus here on its rules education efforts regarding the issues in Allegation 1—housing for student-athletes, preferential treatment and extra benefits.

The University provided rules education to its boosters regarding housing for student-athletes and extra benefits on a consistent and regular basis during the past four academic years. OCS identified and emphasized the areas and issues most pertinent to boosters. As the attached rules education materials demonstrate, OCS educated its boosters repeatedly on critical issues such as extra benefits, preferential or special arrangements for student-athletes, discounted goods or services and loans to student-athletes.

For example:

• **Student-Athlete Housing.**

OCS provided consistent and detailed rules education to its boosters regarding extra benefits. OCS provided boosters with educational materials making clear that a booster may not provide any “extra benefit” to a student-athlete. See Exhibit 4B. Boosters were also informed that the NCAA defines an “extra benefit” as any benefit that is not generally available to the student body or public at large, including free or discounted housing or loans. See Exhibits 2H, 4C, 4G, 3B and 1Y. Boosters were also educated that “extra benefits” legislation prohibits a booster from making any special arrangement related to a student-athlete’s payment for goods or services, and further, that such an arrangement is impermissible under “preferential treatment” legislation even if no booster or institutional staff member is involved. See Exhibit 6H.
Boosters were told to consult with OCS before taking any action that might result in an extra benefit or preferential treatment violation.

After the Whitney joined the Gamecock Club in March 2010, the University provided the Whitney with the same educational materials regarding boosters as outlined above. The University is satisfied that it educated its boosters adequately on both extra benefits generally and the specific topics at issue in Allegation 1.

- **Booster Involvement in Recruiting**

  This subject is not at issue in Allegation 1 but is central to the issues in Allegation 2. OCS educated its boosters repeatedly through various means that they were not to be involved in the University’s recruitment of prospective student-athletes. Boosters received written and electronic rules education materials stating that boosters may not contact a prospect or his family to encourage him to attend the University and may not provide any benefits to a prospect, his family or his friends. See Exhibits 4B, 1BB, 1U, 1V, 2E, 1Z and 1AA. OCS provided a detailed list of recruiting “dos and don’ts” to boosters that specifically addressed the issues in Allegation 2. See Exhibits 4E, 2H and 2L. OCS provided rules education materials that clearly explained the NCAA’s four-part test for established relationships and how this was relevant to the permissibility of contacts between boosters and prospects. See page 7 of Exhibit 3B. The University sent football season ticket holders (such as Lahn) a brochure entitled “Rules of the Game” that specifically instructed boosters to have no contact with a prospect unless the booster had an established, pre-existing relationship with the prospect. See Exhibit 4E. The brochure also informed boosters that they should not “provide any transportation costs to prospects, their relatives or friends to campus or to attend athletics events.” See Exhibit 4E. Finally, the brochure informed season ticket holders that “[c]ompliance with NCAA rules is of the highest
priority for our athletics program and institution. As a member of the NCAA, USC is responsible for the actions of its alumni, supporters, and fans. Even the best-intentioned action on your part may be a violation of NCAA rules. Please contact the Compliance Office if you have any questions regarding what is permissible. Remember, "Ask Before You Act!" See Exhibit 4E.

OCS also conducted in-person rules education each year with the Gamecock Club’s Board of Directors Club. OCS staff met with the Board members and officers to educate and explain NCAA legislation regarding boosters, with a particular emphasis upon recruiting and extra benefits issues. See Exhibit 3B. OCS asked those in attendance to emphasize the need for rules compliance within their local chapters and also spoke to local chapters about compliance issues on occasion.

OCS also educated boosters that NCAA legislation prohibits their involvement in the following recruiting activities:

- Providing transportation to the prospect to visit the campus;
- Entertaining the prospect in any way while on campus;
- Initiating or arranging telephone contact with the prospect or family member for the purpose of recruitment;
- An arranged, off-campus encounter with a prospect or family member for the purpose of recruitment;
- Entertaining a prospect’s family members on campus;
- Arranging meals, housing, transportation or academic interviews during a prospect’s unofficial visit. See Exhibit 6A.
Many of the violations in Allegation 2 involve conduct contrary to the rules education OCS provided. OCS continues to educate its boosters on recruiting issues. See Exhibits 6J and 6K.

c. An overview of the NCAA rules education related to contacts and evaluations of the institution provided to the football and men’s and women’s track programs from the past four academic years.

RESPONSE:

There is no issue related to improper contacts and evaluations in Allegation 1. The discussion of the University’s rules education efforts on contacts and evaluations is set forth in response to Allegation 2, Question (c), which calls for the same information as Allegation 1, Question (c).

Because Allegation 1 involves extra benefit violations, the University will summarize the rules education it provided its football and men’s and women’s track programs concerning the receipt of extra benefits and preferential treatment. Recognizing the importance of this topic, OCS educated these student-athletes on extra benefits rules at team meetings held at the beginning and end of each academic year. OCS also gave each student-athlete the Student-Athlete Handbook, as well as a handout detailing key points related to boosters and extra benefits, at the beginning of each academic year. The student-athletes have been provided this information at the beginning of each academic year since at least the 2007-08 academic year. See Exhibit 11. In addition to the information provided in the Student-Athlete Handbook, the student-athletes are provided with periodic information regarding these rules and regulations through the distribution of a student-athlete newsletter. This newsletter, which began in 2008, is distributed via the student-athlete listserv, Blackboard and OCS web site. See Exhibit 12. During the 2010-11 academic year, OCS conducted educational sessions open to all student
athletes at Student-Athlete Advisory Committee (SAAC) meetings covering, among other topics, issues related to the recognition of boosters and extra benefits. See Exhibit 13. These educational efforts focused on:

- The definition (and examples) of a booster;
- The definition (and examples) of an extra benefit;
- Receipt of Reduced or Free Merchandise;
- Permissible Summer Employment;
- Practice with a Professional Team
- Contact with Agents; and
- Transportation

The University has provided multiple exhibits evidencing these efforts at Exhibits 11 through 15. The following exhibits serve as good examples of the University’s efforts in this area.

Exhibit 14A was provided to student-athletes at the beginning of the 2007-08 Beginning of the Year Meeting and thereafter. OCS held this meeting to educate incoming student-athletes and to remind returning student-athletes of NCAA legislation regarding extra benefits. As part of this meeting, OCS provided student-athletes with a clear definition and examples of who is considered a booster and what is considered to be an extra benefit. Exhibit 11A, also issued to student-athletes at the beginning of the 2007-08 academic year, served to reinforce this information.

Exhibit 15A was provided to student-athletes near the end of the 2008-2009 academic year. This handout served as education to all student-athletes concerning the receipt of reduced or free merchandise, such as housing, based on their status as athletes. This document also
highlighted the fact that a booster's loans would constitute extra benefits. OCS also encouraged student-athletes to contact it with any questions regarding the receipt of any benefits.

The University does not keep written attendance records for these meetings but has a policy requiring all student-athletes to attend either the group meeting or an individual meeting with OCS to receive the information handed out in the meetings to be certified as eligible to practice or compete. The University is confident that all the student-athletes involved in this allegation received this rules education.

Additionally, Exhibit 13 was provided to student-athletes in the Student-Athlete Advisory Committee meetings. This handout, which was provided to student-athletes in November 2010, provided a plain language definition of extra benefits and gave specific examples including the receipt of reduced cost housing.

d. An overview of the institution's compliance procedures for monitoring off-campus housing for student-athletes for the 2008-09 and 2009-10 academic years.

RESPONSE:

The University had a thorough program in place for monitoring the off-campus housing of its student-athletes during the 2008-09 and 2009-10 academic years.

During the 2008-09 academic year, Director of Football Operations Jamie Speronis collected leases from football student-athletes living off campus. Speronis required that a lease be submitted to him before he would request an off-campus housing check for these student-athletes. These leases were kept on file in the football office.

Beginning with the 2009-10 academic year, OCS implemented a procedure for enhancing the monitoring of off-campus housing for all student-athletes. This procedure is outlined below.
OCS staff compiled a listing of all student-athletes residing off-campus based upon the information the coaching staffs provided through the scholarship allocation process and the information student-athletes provided at the beginning of the academic year. All team rosters were then compared to the list of on-campus residents the University provided to ensure that all scholarship and non-scholarship student-athletes who were living off-campus were included on the off-campus housing list. This included active student-athletes as well as those who had exhausted eligibility or who were medical exemptions receiving athletics grants-in-aid.

Student-athletes who resided off-campus were notified that they must submit a lease to OCS no later than September 1st. Failure to submit a lease in the prescribed time frame resulted in a hold being placed on the student-athlete’s financial aid until the requirement was met. Coaches and sport administrators were provided a list of delinquent student-athletes. In cases in which a student-athlete continually neglected to provide a lease, OCS was authorized to withhold complimentary ticket privileges and withhold student-athletes from practice.

Upon receipt of a lease, OCS recorded the information in a tracking document and reviewed the terms and conditions of each lease. OCS specifically noted the location of the residence, the length of the lease, the amount of monthly rent charged, the owner/landlord of the residence and the names of roommates that appeared on the lease.

Many student-athletes lived in the same housing complexes; therefore, information was compared for consistency among student-athletes. Similarly, information between different housing complexes was compared to ensure that rental amounts were reasonable and appeared consistent with the average amount for rental housing in the area, given location, amenities and the age/condition of the facility. OCS identified any lease that raised a question or concern for additional review which included contacting the student-athlete and the owner/landlord of the
property to gather additional information. OCS reviewed the terms of the lease with the involved student-athlete and inquired regarding the circumstances that led the student-athlete to select a particular residence. Among the questions asked were whether there was any special arrangement involved or relationship with the owner/landlord. Where appropriate, a student-athlete was asked to provide documentation of rental amounts and payment through receipts, bank records and cancelled checks. OCS also asked the owner/landlord questions about the housing arrangement, including the terms of the lease and the owner/landlord’s relationship with the student-athlete, Athletics Department, and University. Where appropriate, OCS verified the information provided by the owner/landlord with the Gamecock Club and the University donor database to verify the individual’s status. Based upon the information gathered from the lease and from the conversation with the student-athlete and owner/landlord, OCS determined whether the housing arrangement was consistent with NCAA regulations.

OCS educated owners/landlords about NCAA rules and regulations regarding extra benefits. Specifically, OCS informed these persons that a student-athlete may not receive any special discount or arrangement not available to the general public or general student body, and that the student-athlete must abide by the terms of his/her lease and pay an amount consistent with other tenants residing in similar units.

The University believes that strong monitoring systems were in place with regard to off-campus housing at the time the violations in Allegation 1 occurred. The University has enhanced those systems further as outlined in the Corrective Actions response to Question 5. See Exhibit 16. The University notes that the violations set forth in Allegation 1 are not the result of a deficient monitoring system but rather a good faith error in judgment.
e. A copy of all lease agreements of student-athletes provided by the Whitney Hotel to the athletics department. Please include the student-account and institution's records for disbursement of rent checks for the student-athletes living off campus since May 2009.

**RESPONSE:**

See Exhibits 17 and 18.

f. A statement identifying the dates and locations of all contacts and evaluations for the identified prospective student-athletes, including any contacts and evaluations not included on any logs or records.

**RESPONSE:**

This question has no application to the issues in Allegation 1, as all of the individuals who resided at the Whitney were enrolled student-athletes when the violations occurred. The University has confirmed with the enforcement staff that this question was included by mistake and that the University need not respond.

g. All emails between the Whitney Hotel staff members and athletics department staff members for the past four academic years. Please provide the emails in chronological order.

**RESPONSE:**

See Exhibit 19.

h. The identities of all athletics department staff members involved in or having knowledge of the receipt of the extra benefits by the student-athletes. Also, provide a description of this involvement or knowledge prior to, at the time of and subsequent to the receipt of these extra benefits. Further, indicate whether the institution believes that the athletics department could have prevented provision of benefits from the Whitney Hotel.
RESPONSE:

Although certain Athletics Department staff were aware that multiple student-athletes lived at the Whitney, no one knew prior to this investigation that the student-athletes had received extra benefits in violation of NCAA rules as alleged in Allegation 1. No staff member was aware that any student-athlete had failed to pay rent in a timely manner as required by the leases. We have not included in this response staff members who learned of these issues during the cooperative investigation with the enforcement staff.

The Athletics Department staff who had knowledge of student-athletes living in the Whitney prior to the investigation are:

Jennifer Stiles: Stiles, the Director of Compliance, became aware that student-athletes were living at the Whitney when OCS gathered housing information from all student-athletes at the beginning of the 2009-10 academic year. She believed the living arrangements were permissible at that time. She learned during this investigation that the Whitney provided impermissible benefits to student-athletes in the form of discounted rent and impermissible loans.

Jamie Speronis: Speronis is the Director of Football Operations. He stated he was aware that some student-athletes were living at the Whitney but did not know any details about these arrangements as these leases were provided directly to OCS.

Steve Spurrier: Spurrier is the Head Football Coach. He stated that [redacted] told him he and other student-athletes were living at the Whitney. Spurrier stated he did not know any details of the living arrangements at the Whitney and was unaware of student-athletes receiving impermissible benefits.

Johnson "Jeep" Hunter III: Hunter is an Assistant Football Coach. Hunter stated that [redacted] told him that he was living at the Whitney in June 2009. Hunter said he had no
conversations with [REDACTED] about his living arrangements at the Whitney other than this brief exchange. Hunter further stated that he had no knowledge that [REDACTED] living arrangements violated NCAA legislation.

**Jamie Funk:** Funk is the University's former Assistant Director of Compliance. Funk was part of the discussions within OCS when the Whitney leases were first reviewed in August 2009.

The University believes that it had a thorough program in place for reviewing the off-campus housing arrangements of its student-athletes. With respect to the issue of discounted rent, OCS acted in good faith when it collected the leases, compared the rental rates charged student-athletes with that of comparable furnished apartments in the area, and consulted with the Whitney's general manager to ensure that the rental rate charged was unrelated to the involved individuals' status as student-athletes. The University acknowledges, however, that OCS's analysis was incorrect and believes that OCS should have considered the daily room rates the Whitney charged the Athletics Department in the past. OCS should have also consulted with officials at the Southeastern Conference and the NCAA before rendering a decision. Had these actions occurred, the University likely would have avoided nearly all of the discounted rent violations.

With regard to the allegation that the Whitney provided impermissible loans by failing to require the student-athletes to pay their rent in a timely manner, the University does not believe it could have prevented these violations. The University did not require its student-athletes to provide proof that they paid their rent each month in a timely manner, nor does it believe that the duty to monitor under NCAA bylaws requires an institution to monitor such payments for its student-athletes. The University was not aware the student-athletes failed to make their monthly rent payments in a timely manner until this investigation.
i. A statement indicating the reasons that NCAA legislation was violated, as outlined in the allegation.

RESPONSE:

The violations of NCAA regulations occurred because (1) the management at the Whitney provided housing arrangements to student-athletes that were subsequently determined to be below the rates it had charged the University for extended stay guests in the past, and (2) when OCS first reviewed the lease terms, it focused on the market rates for furnished apartments, rather than the daily rates the Whitney had charged the University in the past, in concluding the monthly rent was reasonable and permissible. The monthly rental rate the Whitney charged was consistent with the monthly rental rate charged for comparable fully furnished two-bedroom apartments near campus. It is undisputed that OCS acted in good faith in reviewing the living arrangements of the Whitney with full knowledge of the applicable NCAA rules. The University acknowledges, however, that OCS’s conclusion regarding the living arrangements was in error.

The University believes the violations related to the Whitney’s provision of impermissible loans to student-athletes resulted from a lack of diligence in requiring the timely payment of rent. Blevins admitted that he was too lenient in his efforts to collect rent and believed the student-athletes would eventually pay. Blevins said he treated non-student-athletes who resided at the Whitney similarly and provided examples where he allowed non-student-athletes to fall significantly behind in paying their rent. The University agrees, however, that in this case, the Whitney’s actions violated NCAA bylaws.
ALLEGATION 2

2. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.1.1, 13.1.2.1, 13.2.1 and 16.11.2.1]

   It is alleged that from the spring of 2009 through February 2011, Kevin Lahn and Steve Gordon, representatives of the institution's athletics interests, made impermissible recruiting contacts with and provided impermissible recruiting inducements to prospective student-athletes and provided extra benefits to student-athletes through the Student-Athlete Mentoring Foundation (S.A.M.), of which they are co-founders. The inducements and benefits totaled over $8,000. Specifically:

   a. From the 2009 fall semester through February 2011, Lahn had impermissible recruiting contacts with and provided recruiting inducements to [redacted] then prospective football and men's track prospective student-athlete. The value of the impermissibly financed visits and inducements provided to [redacted] totaled over $2,700. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.2.1 and 13.2.1]. Specifically:

      (1) Lahn, who sponsors a yearly alumni event in Philadelphia for the men's and women's track team, introduced [redacted] to the institution's head track coach as an elite track prospective student-athlete in the 2010 spring semester.

      (2) Additionally, through S.A.M., Lahn impermissibly financed four unofficial visits January 28, June 6 and November 20, 2010, and January 24, 2011, to the institution covering the total cost of travel, hotel and meals for [redacted] and his father.

      (3) Additionally, Lahn provided [redacted] and his parents two gift cards valued at $170 and, on at least five occasions between October 2009 and June 2010, Lahn provided [redacted] and his parents meals and entertainment at his home through parties associated with S.A.M.

      (4) Further, during [redacted] official visit to the institution October 6, 2010, Lahn provided transportation, drinks and entertainment to [redacted] parents through a private party he financed.

      (5) Moreover, in October 2010, Lahn sent an email to the institution's director of development for student affairs, which eventually was forwarded to the compliance department, unsuccessfully requesting that the institution's president meet with [redacted] mother during [redacted] official visit in order to persuade her on the merits of the institution as a place for her son to enroll. This email was never shown to the president.
b. During the spring of 2009, Lahn and Gordon made impermissible recruiting contacts with and provided recruiting inducements to [redacted], then prospective football student-athlete. Specifically, Gordon introduced [redacted] to an assistant football coach at the institution, which initiated the institution's recruitment of [redacted]. Additionally, during the spring of 2009, Gordon financed two unofficial visits to the institution. The value of the impermissibly financed visits provided to [redacted] totaled approximately $400. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.2.1 and 13.2.1]

c. During the spring and summer of 2010, Lahn and Gordon made impermissible recruiting contacts with and provided recruiting inducements to [redacted], a football prospective student-athlete. Specifically, in a February 3, 2010, email to an assistant football coach at the institution, Gordon introduced [redacted] to the assistant coach by providing an evaluation and offering to bring [redacted] to campus. Subsequently, in June 2010, Lahn and Gordon brought [redacted] and other prospective student-athletes to the institution's campus through a S.A.M. sponsored trip to participate in the institution's "seven-on seven" team and football individual camps. During the camps, the institution offered [redacted] a football grant-in-aid. Additionally, Lahn paid for a dinner boat cruise as entertainment for [redacted] and the other prospective student athletes on the trip. Additionally, on January 24, 2011, S.A.M. impermissibly financed another unofficial visit covering the total cost of travel, hotel and meals for [redacted] to attend "Junior Day" at the institution. The value of the impermissible benefit provided to [redacted] was approximately $175. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.2.1 and 13.2.1]

d. During the spring and summer of 2010, Lahn and Gordon made impermissible recruiting contacts with and provided recruiting inducements to [redacted], a football prospective student-athlete. Specifically, in June 2010, through a S.A.M. sponsored activity, Lahn and Gordon brought [redacted], his father and other prospective student-athletes to the institution's campus to participate in the institution's seven-on-seven team and individual football camps. During these camps, the institution offered [redacted] a football grant-in-aid. Additionally, Lahn financed a dinner boat cruise as entertainment for [redacted], his father and the other prospective student-athletes. The value of the impermissible benefit provided to [redacted] totaled approximately $67. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.2.1 and 13.2.1]

e. During the 2010 fall semester, Lahn and Gordon made impermissible recruiting contacts with and provided recruiting inducements to [redacted], a then men's basketball prospective student-athlete. Specifically, in September 2010, Gordon contacted an assistant men's basketball coach at the institution to gauge the institution's interest in recruiting [redacted]. Subsequently in October and November 2009, Lahn financed [redacted] two unofficial visits to the institution covering the total cost of travel, hotels and
meals for [REDacted] and his girlfriend. Further, Lahn provided [REDacted] $200 for spending money on the unofficial visits. During one of [REDacted] visits, the assistant men's basketball coach also met with Lahn. The value of the impermissibly financed visits provided to [REDacted] totaled approximately $1,210. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.2.1 and 13.2.1]

f. During the weekend of June 5-7, 2010, approximately 30 other S.A.M. prospective student-athletes (in addition to the prospective student-athletes mentioned in Allegation Nos. 2-a, 2-c and 2-d) came to campus to participate in the institution's seven-on-seven team and individual football camps. These other S.A.M. prospective student-athletes, who were not recruited by the institution, went on a dinner cruise paid for by Lahn at a total cost of $3,350 on Lake Murray in Irmo, South Carolina. In addition to the 30 prospective student-athletes on the dinner cruise with Lahn, Lahn permitted 16 members of the men's and women's track team and their head coach to go on the dinner cruise. The dinner cruise constituted extra benefits for the 16 track student-athletes and was valued at $33.50 per student-athlete. Further, the men's and women's head track coach had impermissible off-campus recruiting contact on the dinner cruise with [REDacted], referenced in Allegation No.2-a. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.1.1, 13.1.2.1, 13.2.1 and 16.11.2.1]

Please indicate whether this information is substantially correct and whether the institution agrees violations of NCAA legislation occurred. Submit evidence to support your response.

RESPONSE:

The University agrees that the allegations in Allegation 2 are substantially correct and that violations of NCAA legislation occurred. The University offers the following information regarding some of the events that led to the violations outlined in this Allegation.

The violations in Allegation 2 occurred in connection with the prospects' involvement with the Student-Athlete Mentoring Foundation ("S.A.M. Foundation"). The S.A.M. Foundation was started by Kevin Lahn and Steve Gordon, and for the most part was funded by Lahn. Lahn, who lives in the Philadelphia area, is a 1983 graduate of the University and has been an active
financial supporter of the University in the past. Lahn was a representative of the University’s athletics interests at all times relevant to Allegation 2.

Gordon, who lives in New Jersey, graduated from the University in 1984 but was not a representative of the University’s athletics interests until 2009 when he assisted in the University’s recruitment of a prospect from the [redacted] area.

Lahn and Gordon started the S.A.M. Foundation over four years ago as a mentoring and support organization for inner-city high school students. The group’s stated mission is to “provide supplementary support to high school student-athletes in both their academic and athletic endeavors.” The S.A.M. Foundation now has approximately 100 students in eight chapters across the country. The S.A.M. Foundation seeks to help students, particularly underprivileged students from single parent households, in their academic endeavors as well as on the playing field. The S.A.M. Foundation assisted students with SAT prep sessions and college application information sessions. Lahn and Gordon stated that the primary focus on the athletics side is to expose students to college campuses by arranging unofficial visits to various institutions and through participation in sports camps and other athletic events. They said the goal is to assist the students in securing scholarship offers and meeting NCAA initial eligibility

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15 While an undergraduate, Lahn served as the team manager for the men’s basketball team. He has been a football season ticket holder in the past, a member of the Gamecock Club booster organization, active member of his local alumni chapter and a regular financial contributor to the University. In the past, he hosted an annual “send-off” event for incoming freshman students from the Philadelphia area, with both alumni and current students attending as well. Lahn also sponsored two partial scholarships to the institution for students from the area near his home in Pennsylvania.

16 Gordon works as a high school teacher and is a retired high school football coach. During his time as a student at the University, he worked as a graduate assistant with the football team. He has never been a member of the Gamecock Club booster organization and has never donated money to the University. Gordon has been involved in New Jersey high school football through coaching or assisting his father, who was a high school coach for over 35 years.
standards and admissions standards at the institution of their choice. The S.A.M. Foundation provides opportunities to athletes of varying skill levels and does not target elite athletes. Many of the students who participate in the S.A.M. Foundation are not Division I prospects and may not compete in intercollegiate athletics.

Gordon is the president of the organization, and Lahn is the treasurer. The S.A.M. Foundation board of directors includes former football student-athletes from other institutions, and the S.A.M. Foundation funded trips for students to visit these other schools just as it did for trips to the University. Lahn and Gordon stated that all S.A.M. Foundation board members contribute financially to the organization, but Lahn is the main financial contributor. Lahn estimated that he contributes about 90% of the funds the S.A.M. Foundation uses on its college visits and other functions. The S.A.M. Foundation took students on five unofficial visits to the University during the relevant time period, with the number of football prospects attending the trips varying greatly. Lahn also took a basketball prospect on an unofficial visit to the University, though the University never actively recruited him. In June 2010, well after the University’s men’s basketball staff decided not to recruit the basketball prospect, Lahn stated that he continues to provide considerable financial support for the prospect.

The S.A.M. Foundation took students on trips to at least eight different universities. The S.A.M. Foundation provided the students with benefits similar to those they received during trips to the University. The majority of the S.A.M. Foundation trips were to football camps, 7-on-7 tournaments, Junior Day activities and football contests at the various universities. Because most of the students involved with the S.A.M. Foundation come from low-income families, S.A.M. covered most or all of the costs on these trips, including registration fees, travel, lodging.
costs, meals, and entertainment. Lahn also held parties and events at his home that S.A.M. Foundation students and their families attended.

Although these violations are classified as recruiting inducements under Bylaw 13, there is no evidence that Lahn, Gordon or the S.A.M. Foundation offered or provided any benefit in exchange for a prospect’s agreement to attend the University or any other institution. The impermissible benefits the prospects received came primarily from their participation in these large S.A.M. Foundation group activities rather than one-on-one dealings with Lahn or Gordon. The prospects here did not believe their actions violated NCAA legislation. With regard to many of these benefits, such as trips to the University’s campus or social events at Lahn’s home, the prospects were treated in a similar manner to other high school students that were never recruited by the University. Although some of Lahn’s actions appear to have been motivated by a desire for at least one of the prospects [redacted] to attend the University, the University believes many of the activities of the S.A.M. Foundation were well-intentioned.

The evidence does not show that the S.A.M. Foundation was created to direct prospective student-athletes to the University. The S.A.M. Foundation was not focused solely on the five prospects that are mentioned in the Allegation 2, as it had over 100 students involved in its activities. The S.A.M. Foundation has chapters in New Jersey, New York, Pennsylvania, Baltimore, Washington D.C., Charlotte, and Salt Lake City. The five prospects were not singled out for special treatment and received the same benefits on recruiting trips as every other participant. Lahn funded S.A.M. Foundation trips to other institutions, and several S.A.M. Foundation students now attend institutions other than the University. The prospects who were interviewed stated that Lahn did not pressure them or attempt to persuade them to attend the University. Only one S.A.M. Foundation student, [redacted]. Further, [redacted] is
the only S.A.M. Foundation student to ever verbally commit or take an official visit to the University. None of the current S.A.M. Foundation students is verbally committed to attend the University or being recruited by the University. [redacted] said he rarely spoke with Lahn and that Lahn once told him that the University would be a good place for him to attend school. Finally, Lahn continued his relationship with [redacted], including providing financial assistance, after he signed with and enrolled in an institution other than the University.

The University offers this information to provide context. The University agrees with the enforcement staff that Lahn and Gordon's involvement in recruiting was improper, particularly Lahn's involvement with [redacted] and his parents. A few days before [redacted] official visit in October 2010, Lahn sent a University development officer an email stating that [redacted] mother would be sitting with him at the football game during the visit. See Exhibit 31. The email also made clear that Lahn was involved in [redacted] recruitment and wanted to convince [redacted] and his mother that [redacted] should attend the University. Lahn asked the development officer if she would have the University President visit with [redacted] mother at the game. Although the University acted to stop this from occurring, Lahn's involvement in [redacted] official visit was improper. Despite being instructed to have no involvement in [redacted] recruitment days before [redacted] official visit, Lahn (and Gordon) nonetheless had extensive contact with [redacted] parents during the official visit.

The University was also concerned that the S.A.M. Foundation named the fathers of [redacted]. The University offered scholarships to [redacted]. With regard to another prospect who received a scholarship offer, Gordon touted the prospect's ability to an assistant coach and offered to bring the prospect to campus. Finally, the University notes that the S.A.M. Foundation took more trips to the University than to other institutions, and while
Lahn attended several of the trips to the University, he never attended a S.A.M. Foundation trip to a different institution. As a result of these violations, the University has disassociated Lahn and Gordon and instructed its football and men’s basketball staffs not to recruit any prospects who are part of the S.A.M. Foundation.

The University offers the following additional information regarding some of the specific allegations in Allegation 2.

Allegation 2(a)(1)

a. From the 2009 fall semester through February 2011, Lahn had impermissible recruiting contacts with and provided recruiting inducements to [REDACTED], then prospective football and men’s track prospective student-athlete. The value of the impermissibly financed visits and inducements provided to [REDACTED] totaled over $2,700. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.2.1 and 13.2.1]. Specifically:

(1) Lahn, who sponsors a yearly alumni event in Philadelphia for the men's and women's track team, introduced [REDACTED] to the institution's head track coach as an elite track prospective student-athlete in the 2010 spring semester.

RESPONSE:

The University agrees that Lahn had impermissible contact with [REDACTED] at this event. The evidence is unclear, however, as to how [REDACTED] and head track coach Curtis Frye met at the alumni event in Philadelphia in spring 2010 and does not establish that Lahn introduced [REDACTED] to Frye. The alumni event was held at a restaurant in Philadelphia following the Penn Relays track event. The men's and women's track and field team and coaches attended along with area alumni.

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17 The University was also disturbed to learn that Lahn provided impermissible cash and benefits to a former S.A.M. Foundation member who is currently enrolled at a different institution. Lahn’s actions caused the student-athlete to be declared ineligible. While the University does not question Lahn's motives in assisting this student-athlete, his actions reflect a fundamental lack of understanding of NCAA legislation.
There is no dispute that both [redacted] and Frye were present and met each other at the event, but it is unclear whether Lahn actually introduced them as alleged in Allegation 2(a)(1).

The University is not aware of any testimony that indicates Lahn introduced [redacted] to Frye “as an elite prospective student-athlete.” The testimony shows that a third party other than Lahn touted [redacted] as a gifted athlete in his discussions with the head track and field coach.

**Allegation 2(a)(2)**

(2) Additionally, through S.A.M., Lahn impermissibly financed four unofficial visits January 28, June 6 and November 20, 2010, and January 24, 2011, to the institution covering the total cost of travel, hotel and meals for [redacted] and his father.

**RESPONSE:**

The University agrees that, through the S.A.M. Foundation, Lahn provided the large majority of the financing for the four unofficial visits [redacted] or his father took as part of the S.A.M. Foundation. [redacted] father, however, attended only two of these four unofficial visits, the 2010 Junior Day events and the June 2010 7-on-7 tournament trip. [redacted] father stated that he generally paid for his and his son’s meals when he was present on a trip and that he gave his son spending money and meal money for trips that he did not attend.

**Allegation 2(a)(3)**

(3) Additionally, Lahn provided [redacted] and his parents two gift cards valued at $170 and, on at least five occasions between October 2009 and June 2010, Lahn provided [redacted] and his parents meals and entertainment at his home through parties associated with S.A.M.
RESPONSE:

The University provides additional information regarding the context in which Lahn provided the gift cards to and his parents. The family attended a Halloween party at Lahn’s house in October 2009. More than 100 people attended the party, including many S.A.M. Foundation students, their families, S.A.M. Foundation leaders and friends of Lahn’s. Lahn purchased over $2500 in gift cards to award as door prizes for costume, dance and talent contests. won a gift card to Foot Locker, and his parents won a gift card to Outback Steakhouse. Other guests won similar prizes. Lahn did not purchase these gift cards specifically for or his parents. Likewise, the other parties at which the received refreshments included other S.A.M. Foundation participants, and the had no reason to believe that Lahn’s provision of them, or their attendance at these events violated NCAA rules.

Allegation 2(b)

b. During the spring of 2009, Lahn and Gordon made impermissible recruiting contacts with and provided recruiting inducements to then prospective football student-athlete. Specifically, Gordon introduced to an assistant football coach at the institution, which initiated the institution’s recruitment of . Additionally, during the spring of 2009, Gordon financed two unofficial visits to the institution. The value of the impermissibly financed visits provided to totaled approximately $400. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.2.1 and 13.2.1]

RESPONSE:

The University does not dispute that Lahn and Gordon provided impermissible benefits to . The University does not agree, however, that the University’s recruitment of began when Gordon introduced to assistant coach G. A. Mangus. Mangus stated that he had been in contact with for some time before visited the University’s campus (as well as the campuses of several other institutions) with Gordon and a small group of prospects. A
detailed explanation of involvement with the S.A.M. Foundation is contained in the University’s response to Question 2(c).

Allegation 2(c)

c. During the spring and summer of 2010, Lahn and Gordon made impermissible recruiting contacts with and provided recruiting inducements to [redacted], a football prospective student-athlete. Specifically, in a February 3, 2010, email to an assistant football coach at the institution, Gordon introduced [redacted] to the assistant coach by providing an evaluation and offering to bring [redacted] to campus. Subsequently, in June 2010, Lahn and Gordon brought [redacted] and other prospective student-athletes to the institution’s campus through a S.A.M. sponsored trip to participate in the institution’s "seven on-seven" team and football individual camps. During the camps, the institution offered [redacted] a football grant-in-aid. Additionally, Lahn paid for a dinner boat cruise as entertainment for [redacted] and the other prospective student athletes on the trip. Additionally, on January 24, 2011, S.A.M. impermissively financed another unofficial visit covering the total cost of travel, hotel and meals for [redacted] to attend "Junior Day" at the institution. The value of the impermissible benefit provided to [redacted] was approximately $175. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.2.1 and 13.2.1]

RESPONSE:

The student-athlete reinstatement staff, the enforcement staff and the University agreed it was permissible for the S.A.M. Foundation to pay for travel, lodging, meals and reasonable entertainment expenses for the prospects (including [redacted]) who attended the June 2010 trip to the University because the trip involved competition in the 7-on-7 event. The only impermissible benefit [redacted] and the other S.A.M. Foundation students received during this trip was the dinner boat cruise, which was deemed to be excessive entertainment ($33.50 per person).
With respect to the January 2011 trip to the Junior Day activities, there were no hotel costs associated with the trip because the S.A.M. Foundation students stayed at the home of a University student who was a family friend of Gordon.

**Allegation 2(d)**

d. During the spring and summer of 2010, Lahn and Gordon made impermissible recruiting contacts with and provided recruiting inducements to [redacted], a football prospective student-athlete. Specifically, in June 2010, through a S.A.M. sponsored activity, Lahn and Gordon brought [redacted], his father and other prospective student-athletes to the institution's campus to participate in the institution's seven-on-seven team and individual football camps. During these camps, the institution offered [redacted] a football grant-in-aid. Additionally, Lahn financed a dinner boat cruise as entertainment for [redacted], his father and the other prospective student-athletes. The value of the impermissible benefit provided to [redacted] totaled approximately $67. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.2.1 and 13.2.1]

**RESPONSE:**

No additional information.

**Allegation 2(e)**

e. During the 2010 fall semester, Lahn and Gordon made impermissible recruiting contacts with and provided recruiting inducements to [redacted] a then men's basketball prospective student-athlete. Specifically, in September 2010, Gordon contacted an assistant men's basketball coach at the institution to gauge the institution's interest in recruiting [redacted]. Subsequently in October and November 2009, Lahn financed [redacted] two unofficial visits to the institution covering the total cost of travel, hotels and meals for [redacted] and his girlfriend. Further, Lahn provided [redacted] $200 for spending money on the unofficial visits. During one of [redacted] visits, the assistant men's basketball coach also met with Lahn. The value of the impermissibly financed visits provided to [redacted] totaled approximately $1,210. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.2.1 and 13.2.1]
RESPONSE:

The University’s response to Question 2(f) contains further explanation of the facts surrounding [redacted] and Allegation 2(e).

Allegation 2(f)

f. During the weekend of June 5-7, 2010, approximately 30 other S.A.M. prospective student-athletes (in addition to the prospective student-athletes mentioned in Allegation Nos. 2-a, 2-c and 2-d) came to campus to participate in the institution's seven-on-seven team and individual football camps. These other S.A.M. prospective student-athletes, who were not recruited by the institution, went on a dinner cruise paid for by Lahn at a total cost of $3,350 on Lake Murray in Irmo, South Carolina. In addition to the 30 prospective student-athletes on the dinner cruise with Lahn, Lahn permitted 16 members of the men’s and women’s track team and their head coach to go on the dinner cruise. The dinner cruise constituted extra benefits for the 16 track student-athletes and was valued at $33.50 per student-athlete. Further, the men’s and women’s head track coach had impermissible off-campus recruiting contact on the dinner cruise with [redacted], referenced in Allegation No.2-a. [NCAA Bylaws 13.01.3, 13.01.4, 13.1.1.1, 13.1.2.1, 13.2.1 and 16.11.2.1]

RESPONSE:

The University recruited only a few of the prospective student-athletes who made this trip with the S.A.M. Foundation. Many of the prospects were not Division I caliber recruits.

With respect to the presence of the men’s and women’s track student-athletes and coaches on the dinner boat cruise, the track team’s involvement came about when a member of the women’s track team, [redacted], spoke to Gordon at the event Lahn sponsored in connection with the 2010 Penn Relays, and Gordon indicated that they wanted to do a similar event for the track team in Columbia later in the summer. [redacted] stated that she generally understood the event would be a boat trip with the S.A.M. Foundation. [redacted] informed some team members and approached the coaching staff about the team participating in the activity.
Several track student-athletes stated the trip was explained as a community outreach opportunity to interact with the S.A.M. Foundation students and encourage them to attend college. The event occurred between the spring and summer semesters while track student-athletes were on campus preparing for the NCAA track and field championships. In the past, the track team held occasional off-campus meal events during this time period, sometimes at the home of a student-athlete's parents, as a team-building event before the NCAA championships. As such, the coaches stated that they considered the boat trip to be something permissible in place of the annual event when in actuality, the trip constituted impermissible extra benefits for the track student-athletes who attended. While it is permissible for student-athletes to be provided entertainment during this time period, the violation occurred because the entertainment was financed directly by a representative of the University's athletics interests. There is some confusion among the track staff as to whether any staff member asked OCS if the cruise was permissible. The head coach stated initially that he believed he asked an assistant coach to clear the event with OCS, but he was not certain that he actually asked the assistant to do so. The assistant coach could not recall speaking to OCS about the boat trip. OCS has no record or recollection of being consulted about the trip and has stated that it had no knowledge of the trip until this investigation.

Questions Following Allegation 2:

Also, please provide the following:

a. A statement describing the relationship of Lahn and Gordon to the institution and its intercollegiate athletics program. In that regard, please indicate whether Lahn or Gordon (1) has participated in or is a member of an agency or organization promoting the institution's intercollegiate athletics program; (2) has made financial contributions to the institution, its intercollegiate athletics program or an athletics booster organization and, if so, provide totals of contributions; (3) has a personal relationship in any manner with any current or former member of the institution's athletics
programs; (4) has been involved in any manner with the recruitment of a prospective student-athlete; (5) has provided benefits in any manner to any enrolled student-athletes, prospective student-athletes or their families; or (6) has been involved in any manner in the promotion of the institution's intercollegiate athletics program. Also, please indicate if the institution believes Lahn or Gordon to be a representative of the institution's athletics interests and, if so, the date each became a representative.

RESPONSE:

Lahn has no current affiliation with the University or its intercollegiate athletics program, as the University disassociated him on September 9, 2011. Prior to his disassociation, Lahn was a football season ticket holder, member of the Gamecock Club, member of the University’s Alumni Association Board of Governors and president of his local University alumni chapter. Lahn donated funds to the University and funded two partial (non-athletics) scholarships to the University that were awarded annually to students from the area near Lahn’s home.

1. **Has participated in or is a member of an agency or organization promoting the institution's intercollegiate athletics program?** Yes.

2. **Has made financial contributions to the institution, its intercollegiate athletics program or an athletics booster organization and, if so, provide totals of contributions?** Yes. Lahn’s lifetime giving to the University totals $190,529.80.

3. **Has a personal relationship in any manner with any current or former member of the institution's athletics programs?** Yes. Lahn has a personal relationship with men's and women's track and field head coach Curtis Frye in that Lahn funded an annual University Alumni Association gathering for the track and field team in conjunction with the Penn Relays for the past several years. Lahn also donated funds to Frye’s foundation, which raises money for diabetes
and mental illness research. Lahn also developed a personal relationship with Steve Eigenbrot, Assistant Director of Major Gifts for the Athletics Department, through Eigenbrot's work in soliciting donations to the University.

4. **Has been involved in any manner with the recruitment of a prospective student-athlete?** Yes.

5. **Has provided benefits in any manner to any enrolled student-athletes, prospective student-athletes or their families?** Yes, with regard to prospective student-athletes. Lahn also provided benefits to a football student-athlete enrolled at a different institution. The investigation produced no evidence that Lahn has provided extra benefits to any of the University's football student-athletes while they were enrolled at the University, as [redacted] was a prospect at the time he and his family were provided benefits by Lahn. Lahn provided extra benefits to track and field student-athletes as described in Allegation 2(f).

6. **Has been involved in any manner in the promotion of the institution's intercollegiate athletics program?** Yes.

Gordon graduated from the University in 1984. The University has no record that he has donated funds in the past or been formally affiliated with the University in any way.

1. **Has participated in or is a member of an agency or organization promoting the institution's intercollegiate athletics program?** No.

2. **Has made financial contributions to the institution, its intercollegiate athletics program or an athletics booster organization and, if so, provide totals of contributions?** No.
3. **Has a personal relationship in any manner with any current or former member of the institution's athletics programs?** Gordon developed a relationship with football assistant coach G.A. Mangus while Mangus coached at a college in New Jersey. Mangus became acquaintances with Gordon and Gordon's father, who was a high school coach in New Jersey, during this time. Gordon also coached high school football in New Jersey. Mangus currently recruits the Pennsylvania/New Jersey area for the University. Gordon also has a relationship with the University's director of football strength and conditioning, Craig Fitzgerald, through mutual friends in the Philadelphia area.

4. **Has been involved in any manner with the recruitment of a prospective student-athlete?** Yes.

5. **Has provided benefits in any manner to any enrolled student-athletes, prospective student-athletes or their families?** Yes, to prospective student-athletes as discussed in Allegation 2.

6. **Has been involved in any manner in the promotion of the institution's intercollegiate athletics program?** Yes.

The University believes Gordon became a representative of its athletic interests in 2009 when he assisted in the University's recruiting activities.

b. **A statement describing any NCAA rules education the institution has provided to representatives of the institution's athletics program over the past four academic years.**

**RESPONSE:**

See Responses to Allegation 1, Question 1(b) and Allegation 2, Question (d).
c. An overview of the NCAA rules education related to contacts and evaluations of the institution provided to the football, men's basketball, and men's and women's track programs for the past four academic years.

**RESPONSE:**

The University's rules education program related to contacts and evaluations was designed to provide the coaching staffs, non-coaching administrative personnel and student-athletes with an overview of several major topics, as well as practical guidance on everyday situations that the coaches could likely encounter. The University's efforts in educating the football, men's basketball and men's and women's track student-athletes and coaches consisted of the following educational opportunities:

- Monthly Rules Educational Sessions
- Compliance “Question of the Week”
- Timely Email Reminders
- NCAA Coaches Certification Exam
- Interpretation Requests
- NCAA Manual & Access to NCAA Resources

The University has provided the relevant rules education materials for the past four academic years in Exhibits 20 through 26. Rather than provide details on each exhibit, the University will highlight a few exhibits that demonstrate the education provided to its programs regarding contacts and evaluations legislation.

Exhibit 22, a best practices chart on July recruiting, is an example of a timely email reminder provided to all of the University's coaches and student-athletes as an overview of permissible contact with prospective student-athletes during July, when many camps and tournaments are held in all sports. Likewise, the University provided sport-specific
comprehensive contacts and evaluation rules education as part of the Monthly Rules Education Sessions. See Exhibit 20F. The meeting and resulting documentation covered the recruiting calendar and the rules governing telephone contact with prospective student-athletes and meeting with prospective student-athletes off-campus, as well as the penalties associated with breaking these rules. Exhibit 20H is a similar sport-specific meeting document provided to the University’s track and field coaching staff. Exhibit 20G is a sports-specific overview provided to the Basketball program.

OCS supplemented the Monthly Rules Educations Sessions that covered contacts and evaluations with timely meetings and reminders to the coaching staffs. During these meetings, OCS provided helpful and timely information about specific and narrow issues related to recruiting contacts and evaluations. Exhibit 20L is an example of a monthly rules education reminder sent to the football coaching staff in January of 2009 regarding the timeline of the upcoming recruiting window. Exhibit 20R, a March 2009 compliance reminder, is an example of timely reminder to the basketball coaching staff concerning newly adopted legislation that changed the definition of prospective basketball student-athlete and the rules regarding evaluations.

In addition to the big picture overview and the monthly reminders, OCS sought to provide the coaches with very specific hypothetical everyday situations and outline the proper way to handle such situations. This was partially accomplished through the Compliance Question of the Week email program, which began in the 2008-09 academic year. This program

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18 During the 2007-08 and 2008-09 academic years, rules education sessions with coaching staffs (and the relative non-coaching administrative personnel) were presented in a group format to all coaches prior to the monthly Department of Athletics all-staff meeting. Beginning with the 2009-10 academic year, the format was adjusted to individualized sessions with each sport to facilitate the provision of more sport-specific information and encourage enhanced communication (i.e., question and answer exchanges).
consisted of a weekly email sent to Department of Athletics staff members and other persons involved with athletics. Each week OCS sent an email with a hypothetical situation that those individuals might encounter, as well as the answer whether a violation occurred, an explanation as to why or why not a violation occurred, and the relevant NCAA legislation. Topics related to recruiting contacts and evaluations were a part of this program. Exhibit 21B, a compilation of several Questions of the Week from 2009, demonstrates how this program aided in educating coaches on key issues related to contacts and evaluations. The questions covered topics such as contact with prospective student-athletes via social media sites, telephone contact with non-qualifiers enrolled in junior college, and the parameters of what constitutes an evaluation during visits to high schools. The University also provided sport-specific information to coaches. Exhibit 20Q, a September 2008 question and answer document provided to the Men's Basketball coaches outlining when observation of prospective student-athletes equates to an evaluation, provides another example of the University's effort to provide specific guidance to its coaches regarding contact with prospective student-athletes.

The University also used its Interpretation Request process to provide rules education on contacts and evaluations. The University uses this process in a question and answer format to advise its coaches, Athletics Department staff, and alumni on the permissibility of particular actions. OCS provides a summary and answer as well as supporting legislation when responding to interpretation requests. The questions and answers are kept in a database as a point of reference for OCS staff. This database also serves as documentation of the interpretations that are issued. Frequently these questions relate to issues regarding recruiting contacts and evaluations. An example of this is Exhibit 24L, a question relating to the rules on contacting junior college prospective student-athletes, issued to a women's track coach.
The University was also diligent in its efforts to keep its coaches up to date on any changes in NCAA legislation related to contacts and evaluations of prospective student-athletes. The University frequently provided its coaches with comprehensive charts outlining proposed and newly adopted legislation. The University refers the Committee generally to Exhibits 23B, 23E and 20Y as examples of these efforts.

As evidenced in Exhibits 20 through 26, the University believes that it properly educated its coaches on NCAA legislation concerning contacting and evaluating prospective student athletes. The University has referenced materials provided to the coaching staffs prior to the dates of the violations to demonstrate that the coaches had received proper rules education in advance.

d. An overview of the institution's compliance procedures for monitoring and reporting representatives of the institution's athletics interests' involvement in the recruiting process for prospective student-athletes during the 2009-10 academic year.

RESPONSE:

During the 2009-2010 academic year and thereafter, the University's efforts to monitor and report representatives of the University's athletic interests' involvement in recruiting have focused primarily upon educating boosters and coaches on appropriate behavior for boosters related to recruiting. The University also monitored the activities of prospective student-athletes while on campus during official and unofficial visits to prevent any contact with boosters.

Finally, in the event that a violation or questionable behavior occurred, the University had a reporting system to ensure that anyone with knowledge can easily and safely report information.

Given the large number of University alumni, current students and their families, and general supporters, the network of possible boosters is extremely difficult for the University to
monitor. Given this fact, the University has found that the most effective way to have any
closest to the actions of its boosters is to educate them. The University has repeatedly used a
variety of methods to educate its boosters that they are not to be involved in recruiting in any
way. The University provided its known boosters with written and electronic information listing
recruiting “dos and don’ts.” Additional brochures were provided to all football season ticket
holders educating them on the rules regarding pre-existing relationships with prospects. The
University refers the Committee to Exhibits 4B, 4E, and 6J for specific examples of these
materials. OCS also spoke at meetings of the Board of Directors of the Gamecock Club
regarding recruiting and directed those leaders to share the information with the local chapters in
an effort to personally emphasize the seriousness of compliance with NCAA guidelines on this
issue. The University refers the Committee to Exhibit 3B for an example of the rules education
on recruiting provided to the Board of Directors of the Gamecock Club.

As part of its monthly rules education sessions, OCS also educated the University’s
athletics coaches that boosters are not to be involved in the recruiting process. The University
points out page 3 of Exhibit 20AA as a good example of the information provided to the coaches
during the relevant time period. The coaches were given direct and situational “dos and don’ts”
related to booster contact with prospective student-athletes.

The University also developed a system to monitor the activities of prospective student-
athletes while they are on campus for official and unofficial visits. This system, which is
discussed in detail in the response to Question 2(l), is aimed to gain knowledge of the prospects’
activities while on campus and as a part of that, any contact they may have with boosters.

The University has recently purchased a software program to monitor various social
media sites. This was done to monitor the contact that student-athletes and prospective student-

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athletes have with members of the general public. The goal is to be able to be aware of any activity that might involve individuals who could be considered boosters without having to rely on the athletes or other individuals to report it.

Lastly, the University developed a detailed system for dealing with suspected NCAA rules violations. A document detailing the system is included as Exhibit 28. The University encouraged those affiliated with the University and the general public to report any suspected violation or questionable activity, including those involving boosters, to OCS. The University's reporting system allows individuals to report information anonymously. The University requires its athletics personnel to report any violation in a timely manner. This system is in place to encourage an environment of openness and compliance.

e. All emails between Lahn or Gordon and athletics department staff members for the past four academic years. Please provide the emails in chronological order.

RESPONSE:

See Exhibits 29 and 30.

f. The identities of all athletics department staff members involved in or having knowledge of Lahn's or Gordon's involvement in any recruitment of prospective student-athletes.

RESPONSE:

Lahn — Jennifer Stiles, G.A. Mangus, Steve Eigenbrot, Mike Boynton, and Curtis Frye

Gordon — G.A. Mangus, Mike Boynton, Robbie Liles, Craig Fitzgerald, and Curtis Frye

g. A statement indicating the reasons that NCAA legislation was violated, as outlined in the allegation.
RESPONSE:

The violations occurred because Lahn and Gordon failed to follow NCAA bylaws prohibiting a representative of the University’s athletics interests from having contact with or providing benefits to prospective student-athletes. Lahn and Gordon stated repeatedly throughout the investigation that they believed their actions through the S.A.M. Foundation were permissible, and they intended only to help the students, many of whom came from underprivileged backgrounds and were not talented enough to play Division I football, gain exposure to college recruiters. With regard to the prospects identified in Allegation 2, the University agrees that the violations occurred as alleged. In particular, some of Lahn’s actions regarding [REDACTED] clearly were improper. His provision of cash and other benefits to a S.A.M. Foundation student enrolled at a different institution also reflected either a disregard for or failure to grasp basic NCAA concepts regarding impermissible benefits to enrolled student-athletes. These events resulted in his disassociation from the University. As for the remaining S.A.M Foundation students who received similar benefits but were not recruited by the University, the University agrees no violations occurred.

Although it is difficult to pinpoint specific violations that may have been avoided, the University believes some of the violations might not have occurred had its coaches and compliance officials responded differently in a few situations. For example, when Lahn emailed the University’s Director of Development regarding [REDACTED] (Exhibit 31), the violations that occurred during his official visit might have been avoided if [REDACTED] parents had been informed of Lahn’s email and that Lahn could not provide them with transportation or pay any other expense during the weekend. Under the circumstances, [REDACTED] parents also should have been informed
that they should have no contact with Lahn during the official visit. These situations are
discussed in Allegation 3.

h. A copy of all contact and evaluation logs completed by the men's basketball
program for the identified prospective student-athletes.

RESPONSE:

See Exhibit 32.

i. An overview of the NCAA rules education related to official and unofficial
visits provided by the institution to the football, men's basketball, and men's
and women's track programs for the 2009-10 and 2010-11 academic years.

The University developed a comprehensive set of policies and procedures for official and
unofficial visits. See Exhibits 33 to 36. These policies and procedures were put in place in
January 2009 (i.e., prior to the violations at issue). These policies are contained in Exhibit 33G.
The policy outlines:

- The required documentation prior to an official visit;
- Rules related to transportation to and from the University as well as around Columbia
during the visit;
- Meals and Entertainment during the visit;
- Lodging;
- Rules regarding permissible behavior for Student Hosts;
- Complimentary Admission for a recruit and guests,
- The use of recruiting aids; and
- The requirements for the post visit report

The policy puts responsibility for compliance upon the coaches to ensure adherence to these policies for official and unofficial visits. Each head coach (or a designee) is required to review NCAA legislation concerning official visits with the student-athletes who will serve as hosts. Prior to becoming a student host, a student-athlete is required to sign a form acknowledging that he/she reviewed the applicable rules and regulations. At the conclusion of an official visit, a coach, the prospect, and the student host are required to sign an acknowledgement that NCAA rules were followed during the visit. Through these policies and procedures, the University ensured that coaches and student-athletes reviewed NCAA rules regarding official visits each time a prospect visited the University. The University requires the same standard on unofficial visits.

The University instituted the Compliance Question of the Week program that served as a weekly real-life situational advice outlet, and issues related to unofficial and official visits were covered in these mailings on a regular basis. See pages 2-3 of Exhibit 34A. The coaches of these programs received the emails weekly. OCS educated coaches that NCAA legislation prohibits representatives from having any involvement or contact with a prospective student-athlete during an official visit. This email was sent to the athletics staff during the week of September 12-18, 2010, which was less than one month before official visit. See Exhibit 34A. This exhibit contains several other email questions providing education on permissible actions during a prospective student-athlete's visit to the University.

The Interpretation Request program provides rules education related to permissible activities during official and unofficial visits. Exhibit 35N provided guidance to the University's football program regarding the permissibility of unofficial visits to the campus in conjunction
with a private camp on campus, an issue related to this case based upon the S.A.M. Foundation students' visits to Junior Day and 7-on-7 competitions.

In an effort to be consistently diligent in providing reminders to its coaches, athletics personnel and student-athletes, the University also instituted the Timely Email Reminder program. As part of this program, OCS provided emails concerning prospective student-athletes' visits to the University. Exhibits 36A and 36C are examples of dead week reminders concerning the rules regarding visits to the University specific to football and men's and women's track respectively.

j. A copy of the institution's unofficial and official paid visit records for the identified prospective student-athletes.

**RESPONSE:**

The records for [redacted] official visit are provided in Exhibit 37. [redacted] unofficial visit records are attached as Exhibit 38. The unofficial visit records for [redacted] are provided in Exhibit 39. The University has no records for [redacted] and [redacted].

k. An overview of the institution's recruitment of the identified prospective student-athletes, including the (1) identities of the athletics department staff members involved in the recruitment of the prospects, (2) dates of official and unofficial visits to the institution's campus completed by the prospects, (3) duration of the institution's recruitment of the prospects, and (4) date the prospects signed a National Letter of Intent to attend the institution.

**RESPONSE:**

[redacted]

1. G.A. Mangus, Steve Spurrier, Jr., and Curtis Frye
2. took unofficial visits to the University on November 28, 2009, January 28, June 6, and November 20, 2010 and January 24, 2011. He took an official visit to the University on October 8-10, 2010.

3. The University recruited during the fall of 2009 until February 2011.

4. signed a National Letter of Intent to attend the University on February 3, 2011.

was initially recruited by assistant football coach G.A. Mangus. Mangus said he learned about during sophomore season from high school coach. Mangus said he and have been friends for many years. During the spring of sophomore season, Mangus evaluated academic record and spoke with a few times regarding the prospect. The following fall, in junior season, Mangus traveled to to evaluate him during a high school football game. At that point, he made the decision to actively recruit and supplied his contact information to so could contact him. contacted Mangus and began a relationship with Mangus and another coach on the University’s football staff, Steve Spurrier, Jr. He estimates that he spoke with both coaches a combined total of fewer than ten times during his junior year; the prospect always initiated this contact. In October of 2009, the University verbally offered a football scholarship. Mangus contacted high school coach with the offer who relayed the offer to

In November 2009, and his father took an unofficial visit to the University’s campus and attended a football game. and his father organized the trip themselves. During the trip, met Mangus and Spurrier, Jr. for the first time.

In January 2010, attended the football Junior Day activities held at the University with a group of high school athletes as part of the S.A.M. Foundation. While on campus, the
group was introduced to some of the football staff and the strength and conditioning staff. The group also took a campus tour and attended a basketball game where [redacted] spoke briefly with Mangus. Before departing, [redacted] again met with Mangus for a short conversation.

In early June 2010, [redacted] attended a 7-on-7 team football competition on campus as a member of the S.A.M. Foundation. During the trip, he met with Mangus to discuss his recruitment.

On October 1, 2010 Mangus traveled to [redacted] and watched another of [redacted] games.

On October 8-10, 2010, [redacted] took an official visit to the University with his parents. [redacted] toured the football facilities with a student ambassador prior to the football game. [redacted] stood on the sidelines with other recruits during pre-game warm-up activities. During the game, he sat in the stands with his parents and other prospects. After the game, the recruits were allowed into the locker room. [redacted] spent the rest of that evening with his student host who was a member of the football team. The next morning, [redacted] and his parents met with Mangus and Spurrier, Jr., to discuss the status of [redacted] recruitment. [redacted] made a public verbal commitment to attend the University on October 20, 2011.

In November 2010, [redacted] traveled to a football game competition at the University with a group of other high school students from his area as part of a trip sponsored by the Next Level Nation ("NLN"), a student-mentoring group affiliated with the S.A.M. Foundation. He learned of the trip from Gordon and requested to go along. While there, the group met with members of the football staff.

Mangus visited [redacted] at his home on December 7 and 14, 2010 and January 5, 2011.
In January 2011, [REDACTED] attended the football Junior Day events at the University with a group of high school athletes as part of the S.A.M. Foundation. [REDACTED] learned of the trip from his father, who found out about the trip when Gordon mentioned that he was taking a group of S.A.M. Foundation students to Junior Day. [REDACTED] requested to join the trip.


The University’s track and field program also recruited [REDACTED]. Frye first met [REDACTED] at the alumni event after the [REDACTED] in the spring of 2010. Frye said he did not seriously recruit [REDACTED] following this meeting. The two next met on the boat trip that was part of the S.A.M. Foundation’s 7-on-7 trip to the University in June of 2010. The two had a brief conversation that Frye said he ended in an effort to comply with NCAA rules. Later that month, Frye went to a track meet at [REDACTED] University to evaluate [REDACTED] before the recruiting contact period began but he was unable to see [REDACTED] compete. Frye said he became seriously interested in [REDACTED] as a track prospect after learning of his results from a meet where [REDACTED] competed for [REDACTED].

Frye said he did not actively recruit [REDACTED] because he knew that [REDACTED] planned to play collegiate football. Frye stated that, in his experience, football student-athletes often leave the track program to focus solely on football. Frye said he spoke to [REDACTED] only once between June 2010 and [REDACTED] official visit in October 2010. Frye met with [REDACTED] and his family during [REDACTED] official visit. They toured the track facilities and spoke with Frye about the track program. Frye stated that he did not discuss [REDACTED] recruitment with Lahn.

1. G.A. Mangus, Steve Spurrier, Brad Lawing, and Ellis Johnson

2 - 30
2. □ took unofficial visits to the University in the spring of 2009 and late July/early August 2009. The exact dates of these visits are unavailable. □ did not take an official visit to the University.

3. The University recruited □ from the spring of 2009 until January 2010.

4. □ did not sign a National Letter of Intent with the University.

The University began recruiting □ in 2009. He signed with and is currently attending the [School Name]. □'s first unofficial visit to the University was during a trip with the S.A.M. Foundation to several schools in the area [Schools Name] in the spring of 2009. The University began its recruitment of □ prior to this trip. During the trip, □ met with Mangus and defensive line coach Brad Lawing. □ also took another unofficial visit to the campus later in the summer of 2009. On this trip, □ arrived on campus after having taken unofficial visits to the [School Name].

□. He took this trip with two of his high school coaches. After visiting these schools, □ flew from [Location] to Charlotte, North Carolina, where Gordon picked him up and drove him to Columbia. Gordon and □ arrived in Columbia late in the evening. □ called two of the student-athletes that he had met during his previous visit to the University and briefly visited with them that night before returning to his hotel. The next morning, Gordon’s niece drove □ from Columbia to [Location], for an unofficial visit to the [School Name]. □. Gordon’s niece then drove □ from [Location] to the Charlotte airport, and he flew home to [Location]. During this trip, □ spent less than 24 hours in Columbia, did not tour the campus or facilities and did not meet with any coaches or staff from the University.
These two occasions were the only times that [redacted] visited the University. He did not take an official visit to the University.

In the fall of 2009, Mangus and Lawing visited [redacted] high school in [redacted] to conduct an evaluation. On December 2, 2009, Mangus and Lawing returned to [redacted] and had a contact with [redacted]. Mangus returned alone for a contact with [redacted] on December 7, 2009. Finally, on December 17, 2009, Mangus, head coach Steve Spurrier, and defensive line coach Brad Lawing met with [redacted] in [redacted]. The group met for dinner at a restaurant near [redacted] home, and [redacted] high school coach, [redacted], attended the dinner with [redacted]. They eventually committed to and signed a National Letter of Intent with the [redacted] where he is a football student-athlete.

[Confidential Information]

1. G.A. Mangus

2. [redacted] took unofficial visits to the University on June 6, 2010 and January 24, 2011.

3. The University’s recruitment of [redacted] began in February 2010 and ended in March 2011.

4. [redacted] is a high school senior and will not sign a National Letter of Intent with any NCAA institution until February 2012. The University rescinded its verbal scholarship offer and is no longer recruiting [redacted].

The University offered a football scholarship to [redacted] in the summer of 2010, the summer between his sophomore and junior years of high school. He attended a team 7-on-7 football competition held at the University on Saturday, June 6, 2010. He attended the competition as part of the NLN. [redacted] participated in the competition on Saturday and was offered a scholarship before he left campus on Sunday, June 7. The coaching staff informed
coach with NLN, Cory Robinson, of the offer but did not speak to directly. 
said the University’s coaching staff did not invite or encourage him to attend the competition. 
said that after the 7-on-7 trip, he contacted Mangus, who recruited the area, through Facebook, but never received a reply from him. 
only other trip to the University was to the 2011 Junior Day activities. He traveled to the University by van with a group of high school athletes (including ) primarily from his area. He did not meet individually with any of the coaches or football staff while at the University. The group took a campus tour and attended a basketball game.

has verbally committed to , according to media reports.

1. G.A. Mangus

2. took an unofficial visit to the University on June 6, 2010 as part of a 7-on-7 football competition. has not taken on official visit to the University.

3. The University’s recruitment of began in June 2010 and ended in September 2011. While the University offered a scholarship in June 2010, it did not recruit him as actively as other prospects it had targeted, including and . Mangus evaluated in October of 2010 and again in May 2011. Other than receiving standard recruiting correspondence that is sent to multiple prospective student-athletes, the University’s coaching staff had very limited contact with the last of which was a telephone call initiated by Mangus in May 2011. The last recruiting correspondence was a mass mailing that was sent in August 2011. The University decided to end its recruitment of in light of the issues in this investigation.
4. is a high school senior and will not sign a National Letter of Intent with any NCAA institution until February 2012. The University is not recruiting and does not anticipate him signing with the University in February 2012.

recruitment to the University began after he attended the 7-on-7 team football competition held on campus in June 2010. He participated in the tournament as part of the S.A.M. group. participated in the competition on Saturday, June 6, and Mangus offered him a scholarship the next day. said he then met with head coach Steve Spurrier, who confirmed the offer. said that prior to the 7-on-7 trip, the University had not contacted or recruited him. The 7-on-7 trip was the only time that visited the University.

said that after the 7-on-7 trip, he received a message sent by the University’s football staff via Facebook to all prospects who had been offered football scholarships. He said he did not respond to the message and did not have any other contact with the University until the spring of 2011, when he had a brief conversation with Mangus in the guidance office of his high school while Mangus was visiting with his high school head coach. said he has had no contact with the University since then.

has verbally committed to , according to media reports.

1. Mike Boynton

2. took unofficial visits to the University on October 10, 2009 and November 28, 2009. did not take an official visit to the University.

3. The University never actively recruited . was evaluated by the coaching staff on October 5, 2009 and has not been recruited since that time.

4. did not sign a National Letter of Intent with the University.
is a basketball prospective student-athlete who the University evaluated but never actively recruited. Recruitment is at issue because of his relationship with Kevin Lahn.  is originally from and came to when he was in high school. graduated from the in. According to witnesses and information gathered during the investigation, had a troubled background as a child and information suggests that in the fall of 2009, Gordon asked Lahn to take an interest in and assist in June 2010. In September of 2009, Gordon contacted assistant basketball coach Mike Boynton and told him that was interested in playing basketball at the University. Boynton traveled to to watch one of basketball games on October 5, 2009. Lahn paid for to take an unofficial visit to the University on October 10, 2009. Boynton met and Lahn for the first time during this weekend. During the visit, attended a football game at the University. The trip was funded by Lahn and was not set up by the University, but the University provided tickets to Lahn and for the football game. Prior to the game, Lahn took to the basketball practice facility where Boynton then gave a ride to the football stadium. said he also met head basketball coach Darrin Horn at the football game. Horn did not recall the meeting but was certain that there were no efforts to recruit to the University. Following the game, Boynton provided a ride back to the basketball practice facility. On November 28, 2009, Lahn paid for to take a second visit to the University. During this trip, attended a football game and a basketball game. Boynton briefly greeted

9 Lahn has provided documentation of and stated in his second interview that in the summer of 2011, mother . See Exhibit 40.
after the basketball game but did not attempt to recruit him. Boynton did not interact with Lahn during this visit.

After seeing [redacted] play on October 5, 2009, Boynton decided that the University was not interested in recruiting [redacted]. Following the evaluation of [redacted] and during the fall of 2009, Boynton had some email contact with Lahn and [redacted] after this, but he made no efforts to recruit [redacted]. Boynton subsequently saw [redacted] play a second time the next year, but he was there to evaluate another player at [redacted] school, not [redacted].

[redacted] did not sign a National Letter of Intent with the University. He is enrolled at a junior college in [redacted].

I. A narrative statement for each prospective student-athlete listed in this allegation describing the activities of Lahn, Gordon and/or S.A.M. related to the institution's recruitment of the prospect.

RESPONSE:

[redacted] met Gordon through his cousin and high school teammate, [redacted], whose father had a relationship with Gordon. [redacted] met Lahn through Gordon when Gordon and Lahn came to his high school and began a mentoring program for some of the students to help with SAT prep and college applications. From these efforts, the S.A.M. Foundation was formed. One of the first S.A.M. Foundation functions was a trip to visit universities in [redacted] during the spring of 2009. The group consisted of [redacted], three other prospective student-athletes, and Gordon. The group drove in vans to visit five schools in the area, including the University. [redacted] had been in contact with Mangus prior to the trip but

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20 Since the S.A.M. Foundation's formation, [redacted] was the [redacted] football prospect to be affiliated with the group.
met him for the first time on the trip. The S.A.M. Foundation covered the costs of hotels, meals, and travel.

Gordon was also involved in a second unofficial visit to the University. In July 2009, he flew from [redacted] to [redacted] with two of his high school coaches for unofficial visits to [redacted]. His high school coach paid for his airfare. He then flew from [redacted] to Charlotte, North Carolina, where Gordon met and drove him to Columbia, South Carolina. He arrived at night and left the next morning. He met briefly with two then-current football student-athletes and stayed overnight at a local hotel. He stated that Gordon paid for a meal and the hotel room on this trip. He said he did not meet anyone on the coaching staff or tour the campus or facilities. The next morning, Gordon’s niece drove him to [redacted] for an unofficial visit. She then drove him back to Charlotte where he caught a flight back to [redacted].

While the benefits Gordon and the S.A.M. Foundation provided to [redacted] on these trips have been determined to be impermissible, the University does not believe the trips were intended solely to influence [redacted] to attend the University. On the first trip, Gordon provided funding and transportation for [redacted] and other prospects to visit several institutions. On the second trip, Gordon assisted [redacted] in visiting Columbia for a brief time and then in traveling to visit the [redacted]. [redacted], who described Gordon as a friend, stated that Gordon was helpful to him during his recruiting process but never tried to influence his choice of school or persuade him to attend the University. The University believes this information serves as mitigation for these violations and suggests that Gordon’s assistance to [redacted] was not solely focused on inducing him to attend the University.
Mangus was aware that Gordon had some involvement in first visit to the University. Once the University began recruiting, Gordon kept in contact with Mangus via email and discussed the status of recruitment. These emails are attached as part of Exhibit 30. Mangus stated that he and Gordon are friends based upon their dealings with each other while Mangus coached in New Jersey. Mangus said he and Gordon discussed high school football and student-athletes, among other things, with some regularity. Mangus stated that he discussed with Gordon on occasion but that the conversations were generally not related to recruitment. said he was not aware of communications between Mangus and Gordon.

also developed a relationship with Lahn through the S.A.M. Foundation. stated that Lahn never attempted to influence him to attend the University. Lahn provided financial assistance directly to after enrolled at the who comes from a household with limited financial means, asked Lahn to provide this financial assistance. Prior to his enrollment at, Lahn provided benefits to only indirectly through his funding of S.A.M. Foundation activities. While the University acknowledges Lahn violated NCAA bylaws, the fact he continued his relationship with long after signed a national letter of intent with a different institution and provided financial assistance after enrolled there suggests Lahn’s sole motive was not to influence to attend the University.21

In February 2010, Gordon contacted Mangus via email concerning. Gordon identified as a talented football prospect in the, stated that he was

21 was withheld from competition for and required to repay the benefits as a result of these violations. See Exhibit 71.
training, and suggested to Mangus that he could bring to visit the University for Junior Day. See Exhibit 41. Mangus briefly replied to the email, thanking Gordon for the information. said he was not aware of Gordon’s email to Mangus. Mangus stated that it is common for people to email him about supposedly talented prospects, and he thought nothing of Gordon’s email. Mangus said he was not concerned by Gordon’s offer to bring to campus because he knew of Gordon’s work with the S.A.M. Foundation. Mangus stated that he did not view Gordon as assisting the University in its recruitment of in any way.

was part of the-based training and mentoring organization known as NLN. The leaders of the S.A.M. Foundation and NLN worked together to help the students in the both groups, and students affiliated with NLN went on trips with the S.A.M. Foundation students and leaders (such as the June 2010 7-on-7 event). stated he has never met Gordon and only vaguely recalled his name.

is a high school senior from, approximately 35 miles from . While attended the 7-on-7 trip with the S.A.M. Foundation, he stated that he was not aware that the trip was part of the S.A.M. Foundation. said he learned about the S.A.M. Foundation during the trip but had no interest in being a member. He said he met Lahn on the trip but only spoke with him briefly. The only other S.A.M. Foundation activity attended was a barbeque at Lahn’s house later in the summer of 2010. stated that he did not consider himself to be a part of the S.A.M. Foundation.

stated that he spoke to Lahn only once or twice, very briefly, and said Lahn encouraged him to attend the school that was the best fit for him. He added that Lahn never
spoke to him specifically about attending the University. He also stated that he does not know Gordon.

His father, also became acquainted with Lahn and Gordon in the spring of 2011.

As mentioned in the response to Question 2(k), Lahn and Gordon were involved initially in the University’s brief recruitment of Gordon. Gordon contacted assistant men’s basketball coach Mike Boynton to tell him of his interest in the University. Further explanation of the relationship with Lahn provides context for Lahn’s actions.

is originally from but moved to and then . stated that his childhood was particularly tough and included physical violence. said he was then forced to move to to live with a caretaker before he was reunited with his mother several years later in . was invited by a friend to come to to play AAU basketball in the summer of 2008. After the summer, decided to stay in for high school to increase his chance of being offered a basketball scholarship. He enrolled in high school in and planned to live with an assistant coach at his high school. said the assistant coach was arrested, leaving him without a home. He said he found a family to live with in . He worked out, and at times slept, at a high school gym in

Gordon was a friend of the basketball coach at the high school where worked out each day. The coach told Gordon about and later introduced them. explained his story, and Gordon offered to try to help him. Gordon said he then contacted Lahn, who said that he was willing to help find a place to live. stated that Gordon told him about Lahn’s
offer to help and that he wanted him to meet Lahn. Around the same time, however, an AAU coach noticed [Redacted] at a tournament and helped him obtain a scholarship to a private school in [Redacted] where he would live with a host family. [Redacted] chose to move to [Redacted] and enrolled at the private school.

In September 2009, Gordon called Boynton and inquired about the University's interest in [Redacted] Boynton later attended one of [Redacted] high school games in [Redacted] and decided that the University would not recruit him.

In October 2009, Lahn traveled to the University to observe a football game. [Redacted] AAU coach was driving through Columbia taking a team to a basketball camp and dropped [Redacted] off so that he and Lahn could become acquainted. On this trip, Lahn paid for a hotel room and meals for [Redacted]. [Redacted] was introduced to and spent time with Boynton at a football game on this trip where Boynton also met Lahn for the first time. Boynton said that Lahn walked up and introduced himself while Boynton was visiting one of the premium seating areas during the game. Boynton stated that when he met Lahn in the premium seating area, he figured that Lahn was probably a booster. Boynton stated that he did not expect to meet Lahn in the suite and had no idea that Lahn might be a booster prior to this meeting.

In October 2009, Lahn invited [Redacted] to a Halloween party at his home in Pennsylvania. Lahn paid for a train ticket for [Redacted] to travel from his school in [Redacted] to the party. At the party, Lahn gave [Redacted] a cell phone that he could use to keep in touch with his mother in [Redacted]. Lahn paid the bill for the cell phone service. On at least two occasions, Lahn provided [Redacted] with spending money because [Redacted] had no money beyond what his host family provided to him. [Redacted] said he questioned if it was permissible for him to receive these items from Lahn, and Lahn assured him that it was permissible.
In November 2009, Lahn and his wife traveled to the University for a football game. Lahn invited and his girlfriend to accompany them and paid for the airfare, a hotel room and meals. The group also went to a basketball game. After the game, spoke briefly with Boynton.

As a child, was able to and move to with his mother, where he . Once came to and enrolled in high school, he was wary of returning to where he no longer had family to care for him and could face potential danger. In March 2010 . Several problems with his academic transcript also arose, according to Lahn.

When he originally moved to had a close relationship with his AAU basketball coach, Lahn said he became concerned about ability to look after and his ability to help him navigate the issues dealing with his and transcripts. Lahn said he spoke with and his mother and offered to , and his mother accepted the offer. In the spring of 2010, Lahn took on a trip to for interviews at the . Lahn paid for the and hired a private lawyer as part of these efforts. Lahn in June of 2010. See Exhibit 40.

stated that during his junior year of high school in 2009, he received interest from five Division I basketball programs, but this interest waned because of the issues with his transcripts. During the spring of 2010 wanted to verbally commit to one of these
institutions, but Lahn encouraged him to wait until his senior year stated that Lahn did not pressure him in any way to attend the University. Because of his transcript and issues, was unable to enroll at a Division I institution and was forced to enroll in junior college. Lahn stated that he spent a considerable amount in legal fees related to issues. Throughout the school year in 2011, Lahn took on visits to various junior colleges. In the summer of 2011, he helped enroll in junior college in stated that Gordon was not involved in his recruitment and did not in any way encourage him to attend the University. Unbeknownst to, Gordon contacted Boynton in March 2010 seeking help finding a junior college or NCAA Division II or III institution for to attend. See Exhibit 42. In June 2011, during this investigation, Gordon emailed Boynton again with an update on junior college recruitment. In response, Boynton informed Gordon that the University would have no further contact with him concerning or other prospective student-athletes. Boynton said that prior to the NCAA investigation, he and the University’s basketball staff did not know much about Lahn or Gordon. Boynton said he viewed Lahn as someone who tried to help. He stated that he suspected that Lahn was a booster once he met him in the suite during the football game but did not view Lahn, in his role as a booster, trying to get the University to pursue a particular recruit. Boynton stated that once he evaluated and determined that the University had no interest in recruiting him, he did not have concern over the situation. Accordingly, he did not notify anyone at the University of Lahn’s involvement with.

While it is clear that that Lahn and Gordon were involved in recruitment, and Lahn provided with impermissible benefits, the University believes that the circumstances and facts show that these actions were not intended to
induce to attend the University. Lahn continued to provide financial assistance, primarily in paying legal fees to help long after the men's basketball staff made clear that it would not recruit or offer him a scholarship. Both Lahn and Gordon appear to have continued to assist in his efforts to find a junior college long after it became apparent to them that would not be eligible to attend an NCAA Division I institution.

Lahn and Gordon were involved in recruitment primarily because of their affiliation with the S.A.M. Foundation and the trips took with the S.A.M. Foundation group. These activities are discussed in Allegation 2 and in reinstatement request and appeal, which are attached as Exhibits 43 and 44. Many of the expenses Lahn paid, either directly or indirectly through the S.A.M. Foundation, were deemed to be impermissible, as set forth in Allegation 2.

The most troubling aspect of Lahn's involvement in recruitment relates to official visit. While Lahn funded S.A.M. Foundation trips to several different schools, the only S.A.M. Foundation trips he attended himself were those to the University. Lahn's October 5, 2010 email (Exhibit 31) to a University development official clearly revealed that Lahn in fact wanted to attend the University. In the email, Lahn stated that mother would be sitting with him at the football game in Lahn's club level season tickets. He also asked the development official to seek the aid of the University President to attempt to influence mother that the University was the best place for her son. The only reasonable conclusion to

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22 As stated in the Notice of Allegations, President Harris Pastides was not made aware of this email or Lahn's request.
draw from Lahn’s statements in the email is that he was attempting to impermissibly assist the University in [redacted] recruitment.

The [redacted] family denied any knowledge of Lahn’s email, and [redacted] parents did not sit with Lahn during the football game. The family did not meet with the University President during the official visit or any time thereafter. Lahn’s email was forwarded to Stiles. Stiles discussed the email with Mangus, who was the primary recruiter for [redacted], and agreed that Mangus would make clear to Lahn that he should have no involvement in recruiting. Mangus said he sternly admonished Lahn and instructed him to refrain from any further involvement in the recruitment of [redacted] or other prospective student-athletes. Mangus said Lahn apologized for his actions and stated that he understood he could not have that type of contact with prospects and their families. Mangus said that following this talk, he believed that Lahn understood what he could and could not do and would act accordingly. Mangus reported this information to Stiles.

Stiles stated that when she initially received a copy of Lahn’s email, she had no knowledge of Lahn or his involvement with the University. She stated that she was concerned because the email came from an individual in the fundraising office and suggested that Lahn was a member of the Gamecock Club. Stiles stated that she felt comfortable having Mangus address the situation with Lahn rather than having OCS handle. She felt that Mangus would be effective in communicating with Lahn. Stiles’ experience with Mangus was that he was committed to NCAA compliance, and he and Stiles have a good working relationship. Mangus said he was very upset by Lahn’s attempt to insert himself into the recruiting process, and he indicated to Stiles that he would instruct Lahn to leave the recruiting efforts to the coaches. Mangus told Stiles that he would inform Lahn that if he became involved in recruiting activities, he could
cause problems for both the University and the prospect. After receiving the report from Mangus of the conversation and Lahn’s response, Stiles stated that she considered the situation to be handled. In her interview, Stiles stated that at the time of the email she had very little information about Lahn, and had she known the full extent of his involvement with the family and other prospective student-athletes, she would have handled the situation differently.

Lahn’s involvement with recruitment is complicated somewhat by the fact that father, and Lahn became friends through their work with the father is employed at the in and, by virtue of his job, knows many at-risk students who might benefit from being associated with the S.A.M. Foundation. Lahn said he and Gordon asked father to for this reason. father said he had a special interest in the S.A.M. Foundation because he wanted to help young men similar to himself (i.e., inner-city youth raised in a single parent household with limited means). He became very active with the group. Through their work together Lahn and father developed a friendship that continued after signed with the University. stated that even after joining S.A.M., he had little contact with Lahn, as Lahn was closer with his father. maintains that Lahn and Gordon were not a factor in his decision to attend the University.

The University offered a scholarship before he met Lahn for the first time at the Halloween party at Lahn’s house in 2009. stated that Lahn encouraged him to attend the University only once during his recruitment when Lahn stated the University was a good school that he thought would enjoy. said Gordon never attempted to influence him to attend

Lahn and Gordon also asked the father of prospect .
the University. When the University began recruiting [redacted], [redacted] had no relationship with Lahn or Gordon.

m. A statement indicating the reasons that NCAA legislation was violated, as outlined in the allegation.

RESPONSE:

See response to Question 2(g) above.

n. An overview of the NCAA rules education related to meals and entertainment provided by representatives of the institution's athletics interests.

RESPONSE:

The rules education provided to boosters related to meals and entertainment provided by boosters is outlined in the response to Question 1(b). Therefore, the University will limit its response to this question to the rules education provided to student-athletes and coaches regarding meals and entertainment.

As noted in the response to Question 1(c), the University educated its student-athletes on the receipt of any items, including but not limited to meals, from boosters as part of its Beginning-of-the-Year and End-of-the-Year meetings with each individual team. As reflected in the exhibits highlighted in this response, the University stressed to the student-athletes that acceptance of anything from an individual deemed to be a booster could very possibly be impermissible and to contact OCS in advance with any questions or uncertainty. The University also sought to provide guidance related to what could be considered reasonable entertainment and a permissible meal under NCAA rules.

OCS used the same methods (i.e., Monthly Rules Education Sessions information provided to the coaches, Interpretation Request, etc.) to educate coaches on NCAA legislation
regarding provision of meals and entertainment by boosters. The University will highlight several exhibits that demonstrate the education provided to the athletic programs concerning meals and entertainment.

Because NCAA legislation allows boosters to provide meals and reasonable entertainment to student-athletes in some team settings, OCS emphasized rules education to coaches on the rules for team activities involving meals and entertainment. OCS has relied upon these coaches to use this knowledge of the rules to guide the student-athletes and to consult with OCS for further guidance when such issues arise.\textsuperscript{24}

Exhibit 46A is a handout provided to all sports programs during a Monthly Rules Education Session in December 2008. At this meeting, OCS covered NCAA rules on the University’s provision of reasonable entertainment to student-athletes required to stay on campus during a vacation period. This information was provided to the programs before any of the events at issue in this case.

For a comprehensive review of all rules education materials provided to student-athletes and coaches regarding meals and entertainment, see Exhibits 45 to 48.

\textbullet\ An overview of the institution’s policies and procedure regarding detecting, investigating and reporting violations of NCAA rules.

**RESPONSE:**

The University’s procedures for reporting rules violations provides that all suspected or alleged violations of NCAA rules shall be investigated. See Exhibit 28. Any person may report an alleged, rumored or suspected violation either verbally or in writing. If an OCS staff person is

\textsuperscript{24} Exhibits 45O and 45P demonstrate that OCS provided guidance and education on these.
aware of an alleged or rumored violation, the staff member has an obligation to notify OCS of
the possible violation in a timely manner. The Director of Compliance (in conjunction with the
University's legal counsel and Faculty Athletics Representative) is responsible for conducting
investigations. OCS maintains a written record of all investigations of alleged violations.
ALLEGATION 3

3. [NCAA Constitution 2.8.1]

It is alleged that the institution violated the principles of rules compliance in that it did not sufficiently monitor student-athlete housing arrangements at the Whitney Hotel, a representative of the institution's athletics interests, or the impermissible activities of Kevin Lahn and Steve Gordon, also representatives of the institution's athletics interests.

Specifically:

a. Related to Allegation No.1, during the 2009-10 academic year, the institution failed to sufficiently monitor the housing arrangements of student-athletes living at the Whitney Hotel and fully investigate whether the monthly rates provided to the student-athletes were compliant with NCAA legislation. Specifically, the institution did not compare the student-athletes' rates to the going rates for other hotel guests, nor did the institution compare the student-athletes' rates to the significantly higher rates that the athletics department had paid since 2004 to the Whitney Hotel to house newly employed coaches and athletics department staff members during transitional relocation periods. If these things had been done, the institution would have detected the significantly reduced rates the student-athletes were expected to pay at the hotel.

b. Related to Allegation No.2, during the 2008-09 through 2010-11 academic years, the institution failed to sufficiently monitor and investigate the impermissible activities of Lahn and Gordon, inasmuch as a number of institutional personnel became aware of their recruiting activities, yet these matters were neither adequately followed up on nor sufficiently investigated for potential NCAA rules violations. Specifically:

1. In the fall of 2009, an assistant men's basketball coach learned that Lahn had accompanied [redacted], a prospective student-athlete, on an unofficial visit to the institution's campus.

2. In the spring of 2009, Gordon introduced an assistant football coach to [redacted], a prospective student-athlete, during [redacted] unofficial visit to the institution. In February 2010, Gordon emailed the same assistant football coach regarding [redacted], a prospective student-athlete, and offered to bring [redacted] to the institution's campus. Then, in June 2010, Gordon and Lahn brought [redacted] on an unofficial visit to the institution's campus.

3. In June 2010, Lahn invited the head men's and women's track coach on a dinner cruise near the institution's locale. Also attending this
dinner cruise were 30 prospective student-athletes and 16 track student-athletes.

(4) In October 2010, Lahn sent an email to the institution's director of development and asked if the president of the institution could meet with Lahn and the mother of [REDACTED], prospective student-athlete, at a football game on campus so that the president could persuade [REDACTED] mother why her son should attend the institution as a student-athlete. This email was never shown to the president, but it was read by the institution's compliance officer and discussed with an assistant football coach, yet the institution only asked Lahn not to engage in this activity and failed to further investigate the extent of Lahn's activities with the institution's athletics programs.

RESPONSE:

The University agrees that Allegation 3 is substantially correct and that violations of NCAA legislation occurred.

a. Related to Allegation No.1, during the 2009-10 academic year, the institution failed to sufficiently monitor the housing arrangements of student-athletes living at the Whitney Hotel and fully investigate whether the monthly rates provided to the student-athletes were compliant with NCAA legislation. Specifically, the institution did not compare the student-athletes' rates to the going rates for other hotel guests, nor did the institution compare the student-athletes' rates to the significantly higher rates that the athletics department had paid since 2004 to the Whitney Hotel to house newly employed coaches and athletics department staff members during transitional relocation periods. If these things had been done, the institution would have detected the significantly reduced rates the student-athletes were expected to pay at the hotel.

RESPONSE:

The University agrees that Allegation 3(a) is substantially correct. The University agrees that OCS should have conducted additional analysis and investigation into the student-athletes’ living arrangement at the Whitney when the issue first arose, and had it done so, it would have
determined that the monthly rent charged was below the normal or going rate.\footnote{The University notes that OCS’s actions are more accurately described as a mistake rather than a true failure to monitor in the traditional sense. The University does not dispute that these violations occurred and should have been avoided.} This issue is discussed in greater detail above in response to Allegation 1. Upon receipt of the first lease from the Whitney, Stiles contacted the Whitney to further explore the arrangement. Whitney general manager Blevins told Stiles that the rate charged to the student-athletes was consistent with the rate charged to other long-term guests who lived at the Whitney. Blevins assured Stiles that the student-athletes were not receiving any special discount or arrangement that was not available to other guests. Blevins also told Stiles that the long-term nature of the arrangement was not made as a result of the students’ athletics ability or reputation. OCS then compared the monthly rent the Whitney charged with other monthly apartment rental rates for complexes in the area. OCS also looked at monthly rental rates charged to other student-athletes who resided off-campus. Based upon this information, OCS approved the leases for the student-athletes listed in Allegation 1(a) and 1(b). In reaching this conclusion, OCS failed to consider the hotel’s normal daily rate or the rates the hotel had charged the Athletics Department in the past. The University agrees that it should have considered these rates when the first student-athlete notified OCS that he was living at the Whitney, and had it done so, it would not have approved the living arrangement.

b. Related to Allegation No. 2, during the 2008-09 through 2010-11 academic years, the institution failed to sufficiently monitor and investigate the impermissible activities of Lahn and Gordon, inasmuch as a number of institutional personnel became aware of their recruiting activities, yet these matters were neither adequately followed up on nor sufficiently investigated for potential NCAA rules violations. Specifically:

(1) In the fall of 2009, an assistant men’s basketball coach learned that Lahn had accompanied \[\text{[redacted]}\], a prospective student-athlete, on an unofficial visit to the institution’s campus.
In the fall of 2009, an assistant men's basketball coach learned that Lahn had accompanied [redacted], a prospective student-athlete, on an unofficial visit to the institution's campus.

RESPONSE:

The University agrees that Allegation 3(b)(1) is substantially correct. Boynton stated that when he first met Lahn and [redacted] during [redacted]'s first unofficial visit, he was not aware of Lahn's status as a representative of the University's athletics interests. Boynton stated that he saw Lahn at the football contest in a premium seating area and assumed Lahn must be a representative of the University's athletics interests. Boynton stated that he had already evaluated [redacted] and
concluded that the University would not recruit him prior to this encounter with Lahn at the football contest. Boynton stated that the University has not recruited since then. Boynton stated that because the University had no plans to recruit, he did not think about the implication of Lahn’s relationship with if in fact Lahn was a representative of the University’s athletics interests.

Lahn stated that he in June 2010 and when last interviewed in July 2011. Lahn stated that he has spent a considerable amount of his personal funds for legal counsel to represent in his efforts to .

(2) In the spring of 2009, Gordon introduced an assistant football coach to , a prospective student-athlete, during an unofficial visit to the institution. In February 2010, Gordon emailed the same assistant football coach regarding , a prospective student-athlete, and offered to bring to the institution’s campus. Then, in June 2010, Gordon and Lahn brought on an unofficial visit to the institution’s campus.

RESPONSE:

The University agrees that the facts alleged in Allegation 3(b)(2) are substantially correct. The University notes, however, that its recruitment of began prior to the unofficial visit in the spring of 2009 referenced in Allegation 3(b)(2); Gordon did not initiate recruitment by the University. Further, the University notes that was one of approximately 50 prospects who traveled with the S.A.M Foundation group to the University’s campus in June 2010 to participate in the 7-on-7 event. The University, enforcement staff and student-athlete reinstatement staff are in agreement that because the 7-on-7 event involved competition, the expenses the S.A.M Foundation paid for and the other prospects (nearly all of whom were not recruited by the University) in connection with this unofficial visit were permissible
with the exception of the dinner boat cruise discussed in Allegation 2(c). The dinner cruise was
deemed to be excessive entertainment.

(3) In June 2010, Lahn invited the head men's and women's track coach on a
dinner cruise near the institution's locale. Also attending this dinner cruise
were 30 prospective student-athletes and 16 track student-athletes.

RESPONSE:

The University agrees that Allegation 3(b)(3) is substantially correct. For a detailed
discussion of how the dinner cruise was planned, the University refers the Committee to the
response to Allegations 2(c) and 2(f) above. The University is not aware of information
suggesting that Lahn invited track and field head coach Curtis Frye on the S.A.M Foundation
dinner cruise, though there is no question that Frye knew in advance about the dinner cruise and
that prospective student-athletes would be present on the boat. It is undisputed that Lahn paid
for this trip, but the University notes that it appears that Gordon, not Lahn, told a track and field
student-athlete [redacted] about the dinner cruise. Gordon apparently asked [redacted] if she and
her teammates would be interested in joining the S.A.M. Foundation on the dinner cruise, and
[redacted] later informed the track and field coaches about Gordon’s invitation. Several of the
student-athletes stated the dinner cruise was presented to them as a community service
opportunity, one where they could encourage the S.A.M. Foundation students to do well in
school so they might attend college.

Frye stated that he decided to attend the dinner cruise in part because he knew a group of
male high school students would be on the cruise, and he wanted to make sure his female
student-athletes were treated properly. [redacted] was among the S.A.M. Foundation students on the
dinner cruise, and Frye said he spoke briefly with [redacted] during the event. Frye also stated that he
knew Lahn and Gordon were present on the dinner cruise. Frye saw Lahn two months before the
dinner cruise at the alumni event Lahn sponsored for the men’s and women’s track and field team during the Penn Relays in Philadelphia. Frye recalled meeting [redacted] at this event and also that Lahn talked to him about [redacted] and his athletic ability at the event. The University agrees with the enforcement staff that Frye should have recognized that Lahn’s involvement with [redacted] might raise compliance concerns and at least consulted with OCS to make sure there were no potential violations.

(4) In October 2010, Lahn sent an email to the institution's director of development and asked if the president of the institution could meet with Lahn and the mother of [redacted], prospective student-athlete, at a football game on campus so that the president could persuade [redacted] mother why her son should attend the institution as a student-athlete. This email was never shown to the president, but it was read by the institution's compliance officer and discussed with an assistant football coach, yet the institution only asked Lahn not to engage in this activity and failed to further investigate the extent of Lahn's activities with the institution's athletics programs.

RESPONSE:

The University agrees that Allegation 3(b)(4) is substantially correct as alleged. For additional detail regarding the content of the email and the University’s response to it, the University refers the Committee to the discussion of the University’s recruitment of [redacted] in its response to Question 2(l) above and Exhibit 31. The University agrees that OCS’s response to Lahn’s email was insufficient. Lahn’s email, combined with the responses of other institutional employees who reviewed the email, indicated that Lahn (a) was a representative of the University’s athletics interests; (b) was directly involved [redacted] recruitment and seeking to gain [redacted] commitment to attend the University; (c) planned to have impermissible contact with [redacted] mother and provide her a ticket in a premium seating area during [redacted] official visit to the University; and (d) requested the Director of Development to have the University President visit with [redacted] mother and him to encourage her to allow her son to attend the University.
Under the circumstances, OCS should have contacted Lahn directly to address these immediate concerns as well as inquire about his previous contact and involvement with [redacted] and his family. OCS also should have spoken with the [redacted] family about Lahn to determine the extent and circumstances of their contacts and relationship with Lahn and inform them that NCAA bylaws prohibited Lahn from having any contact with them unless they had an established relationship under NCAA guidelines. Instead, Stiles contacted Mangus, who recruits the [redacted] area; and when Mangus informed Stiles that he knew Lahn, she requested that he direct Lahn to refrain from any involvement with [redacted] or other prospects. The investigation revealed that despite Mangus’s instructions to Lahn to stay out of [redacted] recruitment, Lahn had impermissible contact with and provided impermissible benefits to [redacted] parents only a few days later during [redacted] official visit.

The University notes that nearly all of the violations in Allegation 2 occurred prior to Lahn’s October 5, 2010 email regarding [redacted]. Only two of the violations occurred after the email: (1) the violations during [redacted] official visit; and (2) the S.A.M. Foundation sponsored unofficial visit for the University’s Junior Day in January 2011.
Information Requested by the Committee on Infractions

4. Please provide all information concerning other possible violations of NCAA legislation that was discovered by the institution as a result of its review of this matter. In this regard, please indicate the means by which the information was discovered and the institution's position whether a violation has occurred.

See Exhibit 49.
5. Please provide a detailed description of any corrective or punitive actions implemented by the institution as a result of the violations acknowledged in this inquiry. In that regard, explain the reasons the institution believes these actions to be appropriate and identify the violations upon which the actions were based. Additionally, indicate the date that any corrective or punitive actions were implemented.

RESPONSE:

CORRECTIVE ACTIONS

The University has undertaken or will undertake the following corrective actions as a result of violations acknowledged in this inquiry.

1. Review of Student-Athlete Housing. Following the NCAA investigation into student-athlete housing at the Whitney, the Director of Compliance initiated a review of the monitoring of student-athlete housing and implemented various enhancements. These enhancements went into effect as noted below.

   a. During Fall 2010, the Athletics Department began the implementation of a compliance software system known at Assistant Coach Systems ("ACS"). The purpose of this initiative is to minimize the risk of human error, increase the level of sophistication with various compliance monitoring systems and provide for increased efficiencies within the compliance operation. Utilization of ACS allows OCS to more effectively and efficiently monitor student-athlete housing by providing the ability to electronically sort and analyze the information in a number of ways, including by rental amount, landlord, and location. In the past, OCS maintained this information on paper forms.

   b. Since August 2009, student-athletes living off-campus have been required to submit a copy of their leases to OCS by September 1 of each academic year. Beginning Fall 2011, student-athletes living off-campus are also required to submit a copy of their
lease to OCS within three weeks of any new or modified off-campus housing
arrangement throughout the academic year. Student-athletes are also required to
complete a housing form through ACS by September 1 of each academic year and
within three weeks of any new or modified off-campus housing arrangement
throughout the academic year. Information contained in the lease and the ACS
housing form is cross-referenced to verify consistency.

c. Beginning Summer 2012, student-athletes living off-campus are required to submit a
copy of their leases to OCS prior to June 1 of each summer in addition to providing
summer contact information as previously required.

d. Beginning Fall 2011, OCS has maintained information regarding the
owners/landlords of off-campus housing leased by student-athletes and cross-
referenced against the University’s donor database, the Gamecock Club membership
database and season ticket holder records. If the owner/landlord is identified as a
donor or season ticket holder, OCS staff mails the owner/landlord NCAA educational
information and reviews again the housing arrangement involving the student-athlete.

e. Beginning Fall 2011, OCS uses Google Earth to enhance the staff’s familiarity with
the areas where student-athletes are living, and OCS staff conducts an in-person
“drive by” of student-athlete housing as needed.

f. Beginning Fall 2011, OCS staff contacts the Department of Athletics human
resources administrator annually to determine whether any new staff hires are living
in residential housing where student-athletes also reside. If so, rental rates for new
staff will be compared to the rental rates charged student-athletes to ensure
consistency and verify that student-athletes are not receiving an extra benefit.
2. **Enhanced Rules Education Involving Boosters, Recruiting Inducements and Extra Benefits.** There was no indication during the investigation that athletics staff, boosters, and student-athletes were not well educated on NCAA regulations concerning boosters, recruiting inducements and extra benefits. Nonetheless, OCS has enhanced rules education provided to these individuals. The following enhancements have already occurred during the previous or current academic year.

a. **Athletics All Staff Meetings.** Beginning with the 2011-12 academic year, the Athletics Department added a compliance component to its monthly departmental all-staff meetings. Previously, compliance matters were addressed with this group on a periodic basis. With this change, a compliance topic is discussed at every meeting. This provides the opportunity for rules education information to be presented to all members of Athletics Department staff. For example, on September 21, 2011, OCS conducted a rules education session with Athletics Department staff focusing on issues raised in the NCAA Notice of Allegations, including the disassociation of representatives of athletics interests and third parties involved in the recruiting process. OCS educated coaches and staff on issues related to third party "mentors" or "handlers" affiliated with prospects and how to handle such issues if they arise. OCS staff discussed the facts and issues in this case, as well as those from other recent major infractions cases. OCS also instructed its coaches to have no contact with the disassociated representatives (Lahn, Gordon and Blevins).

b. **Boosters.** OCS distributes a booster educational resource, the "Rules of the Game," in the suite areas of the football, basketball and baseball facilities in
which boosters are seated. The “Rules of the Game” brochure addresses the topics of extra benefits and recruiting inducements. During the Fall of 2011, OCS implemented a new Twitter account, @USCCompliance, which allows OCS to educate boosters and all followers, including institutional employees and student-athletes, on NCAA rules and regulations.

c. **Campus.** OCS has developed a “Dos and Don’ts” educational resource for University officials reporting directly to the President that includes guidelines regarding extra benefits and impermissible recruiting inducements. OCS has also expanded the rules education for the Bursar’s Office, Office of Student Financial Aid and Scholarships, Office of the Registrar, Office of Admissions and the University Athletics Advisory Committee for those individuals whose job responsibilities involve Athletics Department matters. This education covers a variety of topics including recruiting inducements, extra benefits and representatives of athletics interests. OCS has provided a “Rules of the Game” brochure to all University development officers and will continue to hold annual rules education meetings with all Athletics Department development officers and staff. OCS will also conduct rules education meetings with University development staff in the future.

3. **Compliance Monitoring and Education Involving Elite Student-Athletes.** OCS has enhanced relationships and communication between the staff and the University’s elite student-athletes (and their parents) in order to foster better monitoring and educational efforts with this group. These enhancements include the following:
The University increased the Athletics Department's administrative staff by adding the Director of Player Development position in March 2011. The position, currently held by Terry Cousin (a former professional athlete himself), is designed to enhance the University's efforts to address issues relative to those student-athletes who are most likely to have an opportunity at a career in professional athletics and to prepare these student-athletes for the transition to professional athletics without jeopardizing their student-athlete status. OCS and Cousin have jointly developed a plan to educate these individuals about NCAA regulations related to elite student-athlete issues, including a communication strategy to assist them in recognizing, reporting, and protecting themselves from individuals such as agents and agent-runners who may try to circumvent NCAA legislation and University policies through the provision of extra benefits and inducements.

(a) The University has established relationships with individuals at the NFLPA so that the University has access to their expertise in dealing with matters that may arise.

(b) Beginning Fall 2011, the University implemented the use of a software program ("Socialverse") to monitor the social networking activities (e.g., Facebook, Twitter) of its elite student-athletes. The software will allow the University to enhance its monitoring of interactions between student-athletes and individuals such as boosters, agents and agent-runners.

4. **Student-Athletes.** OCS partnered with the NCAA, bringing a guest speaker from the NCAA Enforcement Staff to meet with the football team and staff to address issues related to agents and extra benefits. The parents of football student-athletes were sent a copy of the "Rules of the Game" brochure in October 2011 and continue to be sent timely reminders as appropriate through the parents’ email listserv. In addition, OCS partnered
with the Dodie Academic Enrichment Services staff, the football staff, and Gil Brandt, a former employee at the NFLPA, to develop an educational session for the parents of football student-athletes. During this presentation, extra benefits and the penalties associated with accepting impermissible benefits from sports agents were discussed. Additionally, OCS makes a presentation as part of the Athletics Department’s annual orientation for new student-athletes. This presentation reviews NCAA legislation regarding extra benefits and boosters. Student-athletes in the sports of football, men’s basketball and track were advised to avoid contact with disassociated representatives Lahn, Gordon, and Blevins.

5. Restructure of the Office of Compliance Services. Effective May 2011, OCS was restructured to increase its efficiency and effectiveness. Specifically, the reporting lines and responsibilities were revised to enable staff with the greatest experience and knowledge to review information and provide guidance on matters that require the most judgment. In addition, a full-time position with partial compliance responsibilities was converted to a dedicated compliance position, and an intern position was replaced by a regular, full-time staff position, bringing the total number of full-time compliance personnel to nine.

(a) Ongoing Comprehensive Review of Compliance-Related Areas. Beginning February 2011, a plan was implemented that allows for a comprehensive and continuing review of all compliance-related processes and policies involving the Athletics Department and campus units that are affected by NCAA legislation. See Exhibit 50. The purpose is to enable a high level of scrutiny such that all compliance-related processes are periodically assessed.
6. **7-on-7 Summer Camp Non-Scholastic Team Ban.** Beginning Summer 2011, the Athletics Department banned non-scholastic teams from participating in the University’s 7-on-7 summer camp.

7. **Lahn-Hosted Events.** The University has prohibited Lahn from hosting an event sponsored by the Alumni Association for the men’s and women’s track and field teams at the Penn Relays. The University has also prohibited Lahn from hosting a freshman send-off event, sponsored by the Alumni Association, for incoming freshman students from the Philadelphia area.

**PUNITIVE ACTIONS**

1. The University will reduce by a total of six (6) the number of initial and total grants-in-aid in the sport of football over a three-year period covering the 2012-13, 2013-14 and 2014-15 academic years\(^{26}\) as follows:

   a. **Reductions in overall grants-in-aid:**
      
      i. 2012-13: 1
      
      ii. 2013-14: 3
      
      iii. 2014-15: 2

   b. **Reductions in initial grants-in-aid:**
      
      i. 2012-13: 0
      
      ii. 2013-14: 3
      
      iii. 2014-15: 3

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\(^{26}\) The University reserves the right to take more of these initial and total grant-in-aid reductions during the 2012-13 academic year depending upon the circumstances in February 2012. These self-imposed reductions are based upon current verbal commitments and roster projections for 2012-13, both of which are subject to change over the next two months.
2. Official visits in the sport of football will be reduced to 30 for the 2012-13 academic year.

3. Official visits in the sport of men's and women's track and field will be limited to 50 for the 2012-13 academic year.

4. [Redacted] was withheld from competition as a result of violations of NCAA bylaws 12.1.2.1.6, 13.2.1 and 13.1.1.1.

5. The University ended its recruitment of prospective student-athletes [Redacted] and [Redacted] as a result of the issues in Allegation 2(c) and 2(d).

6. The University will pay a monetary fine of $18,500.00 based on the four football student-athletes who competed while ineligible during the 2009-10 season.

7. Three years of probation beginning on the date of this Response.

8. The University disassociated Kevin Lahn on September 9, 2011. A copy of the letter is attached as Exhibit 51.


10. The University disassociated Jamie Blevins on September 16, 2011. A copy of the letter is attached as Exhibit 54.
6. Please provide a detailed description of all disciplinary actions taken against any current or former athletics department staff members as a result of violations acknowledged in this inquiry. In that regard, explain the reasons that the institution believes these actions to be appropriate and identify the violations upon which the actions were based. Additionally, indicate the date that any disciplinary actions were taken and submit copies of all correspondence from the institution to each individual describing these disciplinary actions.

**RESPONSE:**

1. The University issued a letter of reprimand to Mike Boynton, assistant men's basketball coach, on December 9, 2011, as a result of his involvement in or knowledge of potential violations set forth in Allegation 2(e) and Allegation 3(b)(1). See Exhibit 55. Boynton is being withheld from recruiting for the period of December 1, 2011 through December 31, 2011, and is required to attend the 2012 NCAA Regional Rules Seminar.

2. The University issued a letter of reprimand to Curtis Frye, head men's and women's track and field coach, on December 9, 2011, as a result of his involvement in or knowledge of potential violations set forth in Allegations 2(a)(1), Allegation 2(f) and Allegation 3(b)(3). See Exhibit 56. Frye will be suspended from attending and coaching the men's and women's track team during the 2012 Penn Relays held in Philadelphia. In addition, he will not be permitted to receive any salary bonuses for the 2011-12 academic year and will not receive any salary increase for 2012-13 academic year. He is required to attend the 2013 NCAA Regional Rules Seminars.\(^{27}\)

3. The University issued a letter of reprimand to G. A. Mangus, assistant football coach, on December 9, 2011, as a result of his involvement in or knowledge of potential violations

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\(^{27}\) In addition to these measures, the Southeastern Conference previously suspended Frye from off-campus recruiting activities and prohibited him from having telephone contact with any prospects for 120 days, and required him to attend the NCAA 2012 Regional Rules Seminar, as a result of his involvement in secondary violations associated with Allegation 2(f).
set forth in Allegation 2(a)-(c), Allegation 3(b)(2) and Allegation 3(b)(4). See Exhibit 57. Mangus will be prohibited from recruiting off campus for the period of January 1, 2012, through January 31, 2012. In addition, he is prohibited from receiving any salary bonuses for the 2012-13 academic year and will not receive any salary increase for the 2013-14 academic year. He is required to attend the 2012 NCAA Regional Rules Seminars.

4. The University issued a letter of reprimand to Jennifer Stiles, Director of Compliance, and removed her from her position as Director of Compliance, effective December 9, 2011, as a result of the errors in judgment referenced in the University’s response to Allegation 1, Allegation 2(a)(4) & (a)(5), and Allegation 3(b)(4). See Exhibit 58. Stiles will continue to work in the University’s Office of Compliance Services. She will attend the NCAA Regional Rules Seminar and Southeastern Conference compliance educational meetings.
7. Please provide a statement indicating the dates and titles of all positions at the institution held by individuals identified during the inquiry as allegedly having significant involvement in NCAA violations as well as a brief overview of each position. Additionally, provide the dates, title and employer of all positions held by such individual(s) during the five years prior to the dates of the alleged violations. Furthermore, provide a brief review of the previous major infractions case history for the identified individuals.

RESPONSE:

The Enforcement staff has advised that there are no individuals considered to be at risk in this case.
8. Please provide a short summary of every major infractions case involving the institution or individuals named in this notice. In this summary, provide the date of the infractions report, a description of the violations found by the Committee on Infractions, the individuals involved, and the penalties and corrective actions. Additionally, please provide a copy of any major infractions reports involving the institution or individuals named in this notice that were issued by the Committee on Infractions within the last 10 years.

RESPONSE:


Involved Sports: Football

Violation Summary:

This case was processed as a summary disposition. Violations included: The former senior associate athletics director for academic support services (henceforth, "the former associate athletics director") arranged impermissible tutoring for two prospective student-athletes (henceforth, "student-athletes 1 and 2," respectively) even though he was warned that such activity violated NCAA rules. The two prospects were enrolled in a junior college class needed for an associate's degree that would allow them to be immediately eligible. Since the former associate athletics director failed to report the violations, he caused an incomplete and inaccurate report regarding the activities to be made, and created an environment that discouraged the reporting of possible rules violations by his subordinates. The committee finds that this violates the principles of ethical conduct. The violations also included improper activities by an academic dean that allowed a student-athlete to compete while ineligible. A football student-athlete (henceforth, "student-athlete 3") was suspended from the institution for academic reasons a second time following the fall 2001 semester. According to published institutional policy, a second institutional suspension is "indefinite" and the student can only be reinstated by a committee of the college to which the student is seeking reinstatement. The policy further states that is "unlikely" that the committee would render a favorable decision on behalf of the student in less than two years. However, the dean of the college to which student-athlete 3 was hoping to be reinstated unilaterally reinstated him in time for the start of the spring 2002 semester. The dean, who was unable to recall any other student who had been allowed to bypass the committee, personally signed the paperwork allowing for the reinstatement. The dean's actions conferred an extra benefit upon the student-athlete, who then participated while ineligible as a result of the receipt of the benefit. This case also involved six self-reported secondary violations. One of those violations contributed to the finding by the committee that the institution failed to monitor its athletics program and lacked institutional control. Specifically, on one occasion in January 2000 and on another occasion in November 2001, a representative of the institution's athletics interests who at the time was the Governor of South Carolina and a statutorily prescribed member of the institution's Board of Trustees, had brief contacts with prospective student-athletes during their visits to the institution's campus.
Penalties: Public reprimand and censure; three year probationary period imposed; the institution will award two fewer total grants-in-aid in the sport of football; a limit of 50 on the number of permissible expense-paid visits; a show cause provision imposed on the former senior associate athletics director for academic support services for a period of four years and submitting of annual compliance reports during the probationary period.

Corrective Actions:

a. The University retained outside compliance consultants to conduct a thorough review of the institution’s athletics compliance systems and assist with the development of an enhanced athletics compliance monitoring program that incorporates the concept of “shared responsibility,” to ensure that each office on campus (whether inside or outside the Athletics Department) that regularly comes into contact with an athletics-related matter or matters, is thoroughly educated on applicable NCAA legislation and clearly informed of the monitoring and reporting responsibilities of that office.

b. The University has requested that the outside compliance consultants develop written policies and procedures for the investigation of possible violations and the reporting of confirmed violations. In the development of these policies, the outside compliance consultants have been asked to explore the inclusion of the University General Counsel’s Office in the process to ensure thoroughness of investigations and subsequent written reports.

c. The University has directed the compliance office, in consultation with outside compliance consultants, to develop enhanced educational programs on out-of-season practice time issues, media presence during the recruiting process and the activities of student hosts. The out-of-season practice time program would be for implementation for all sports and the University’s strength and conditioning staff for the 2005 summer. The system shall be designed to cover both in-season and out-of-season workout activities. Also, the compliance programs related to media presence and student host activities will be incorporated into the educational offerings at the beginning of the 2005-06 academic year.

d. The rules education and training materials provided to athletics tutors will be amended to include a written affidavit statement from the tutor that he/she has undergone training on, and understands NCAA rules and regulations. Also, the Tutor Manual will be edited to remove any references to the permissibility of a tutor providing occasional local transportation and/or occasional family home meals. In the intervening time period before the new Tutor Manual is printed, the University has issued an Institutional Policy Update clarifying that such activities will be prohibited.

e. The athletics academic advising staff will procure and begin utilizing computer software that will assist with monitoring student-athlete tutor sessions as well as
provide an opportunity for tutors to make their session notes available to the advising staff. The University is actively reviewing proposals from vendors in this area.

f. The University will perform detailed background checks on all new coaching staff members and OCS administrators. The University will utilize the Southeastern Conference and NCAA national office staff to check on potential employee's histories relative to NCAA compliance and will utilize outside resources to perform criminal background checks as necessary.

g. The University will amend its official visit procedures to have both the visiting prospective student-athlete and the student host sign a form at the completion of the visit documenting all activities that occurred during the visit, the persons present and any monies that were expended.

h. The University, in consultation with the outside compliance consultants, will amend its Summer Camp Procedures in their entirety. Specifically, the new procedures for camps and clinics will require a pre-approval process (including brochures and other printed materials) as well as a post-camp/clinic audit of attendees, employees and expenditures.

2) **Date of Infractions Report:** February 3, 1991

**Involved Sports:** Men's Basketball

**Violation Summary:** Institutional control, specifically during the conduct of the University's Lifestyle Program from 1985-1987 (which included drug testing), OCS failed to adhere to the policies and actions required by the program.

**Penalty Summary:** Six-month probation

3) **Date:** March 3, 1987

**Involved Sports:** Men's Basketball

**Violation Summary:** A series of violations in the 1982-83, 1983-84 and 1984-85 academic years, including: (a) the loan and lease of automobiles to several prospective and enrolled student-athletes; (b) the provision of transportation to or from Columbia, South Carolina, for a prospective student athlete and for several enrolled student-athletes at no cost; (c) short-term lodging at no cost to several prospective student-athletes upon their arrival in Columbia for a summer jobs program; (d) the limited and individual provision of meals to student-athletes at no cost at several restaurants in the Columbia area; (e) out-of-season practices in the summer and fall of 1984 involving both enrolled
and prospective student-athletes, and(f) the sale of student-athletes' complimentary tickets by members of the men's basketball coaching staff.

Penalty Summary: Report regarding compliance programs. 3 years probation.

4) Date: January 8, 1967

Involved Sports: Football, Men's Basketball

Violation Summary: A series of violations, including: (a) In September 1965, a prospective student-athlete was admitted to the University contrary to the regular published entrance requirements of the institution; (b) During the college year, 1965-66, the University's then director of athletics (also head football coach) provided three student-athletes, all ineligible to receive institutional financial assistance, with cash, meal tickets and books from personal funds or from sources under his control; (c) During the college year, 1965-66, and continuing through the first semester of the 1966-67 college year, the educational expenses of a student athlete were paid by a corporation upon which the student-athlete was neither naturally or legally dependent; (d) Institutional financial assistance awarded to student-athletes by the University of South Carolina was not administered by the institution's regular committee or agency responsible for awarding scholarships or grants-in-aid to students generally; (e) During the college year, 1965-66, the then director of athletics with the assistance of the then business manager of athletics, created a secret fund, reportedly to be used for entertainment purposes, including entertainment of high school coaches.; (f) During the month of July 1965, a representative of the University of South Carolina's athletic interests arranged for and conducted a basketball game at a summer camp in New Jersey in which four prospective student-athletes were provided the opportunity to display their talents in the sport of basketball; (g) In conjunction with the July 1965, basketball game, the representative of the University's athletic interests who arranged and conducted it, provided or arranged for the transportation, meals and lodging for three prospective student athletes during the round trip from their homes to the game site.

Penalty Summary: Men's basketball: two-year postseason ban. Football: two-year postseason ban, two-year television ban. In addition, the Commissioner of the ACC took action against the University for violation of conference requirements, as follows; (a) Declared ineligible for further intercollegiate athletic competition at the University of South Carolina the three student-athletes who received improper financial assistance from the institution's then director of athletics; (b) Declared forfeited all 1965 football contests in which the three student athletes receiving improper financial aid participated; (c) Declared that any student-athlete whose eligibility is in question be withheld from intercollegiate athletic competition until such time that his eligibility status be cleared; (d)
Declared that the University of South Carolina bear the costs of the investigations conducted by the Conference.\textsuperscript{28}

\textsuperscript{28} The University is unable to provide the corrective actions taken in the 1967, 1987 and 1991 infractions cases, as neither it nor the NCAA has retained the information.
9. Please provide a chart depicting the institution's reporting history of secondary violations for the past five years. In this chart, please indicate for each academic year the number of total secondary violations reported involving the institution or individuals named in this notice. Also, please include the applicable bylaws for each violation, and then indicate the number of secondary violations involving just the sports team(s) named in this notice for the same five-year time period. For secondary cases reported in the past three years in the sports of football, men's basketball and track, please provide a short synopsis of each cast including the identity of the involved staff member.

RESPONSE:

See Exhibit 60.
10. Please provide the institution's overall NCAA division and conference affiliation as well as the total enrollment on campus and the number of men's and women's sports sponsored.

**RESPONSE:**

NCAA Division I-FBS, Southeastern Conference,

Total Enrollment: 25,836 full-time students

9 Men's Sports

11 Women's Sports
11. Please provide a statement describing the general organization and structure of the institution's intercollegiate athletics department, including the identities of those individuals in the athletics department who were responsible for the supervision of all sport programs during the previous four years, and whether the institution conducts a systematic review of NCAA and institutional regulations for its athletics department employees. If yes, identify the agency, individual or committee responsible for this review and describe the responsibilities and functions of each identified.

The Department of Athletics’ organizational charts for the past four years are attached as Exhibit 61. As noted on these charts, the following individuals are responsible for the supervision of the University’s 20 sports programs:

Eric Hyman, Athletics Director: All Sports;

Marcy Girton, Chief Operating Officer: Women’s Basketball, Men’s and Women’s Golf, Men’s and Women’s Soccer

Kevin O’Connell, Executive Associate Athletics Director: Baseball and Men’s Basketball;

Judy Van Horn, Senior Associate Athletics Director/Senior Woman Administrator: Men’s and Women’s Swimming and Diving, Men’s and Women’s Tennis and Volleyball;

Charles Waddell, Associate Athletics Director: Football and Men’s and Women’s Track and Field;

Raymond Harrison, Associate Athletics Director: Equestrian and Softball.

Pursuant to NCAA Bylaw 22.2.1.2, the Athletics Department’s rules compliance program is reviewed by an entity outside of the Athletics Department. These reviews are coordinated by the Southeastern Conference and include all program areas included in Bylaw 22.2.1.2(e).
12. Please provide the following information concerning the sport programs identified in this inquiry:

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

**RESPONSE:**

See Exhibit 62.

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

**RESPONSE:**

See Exhibit 63.

- The identities of all student-athletes anticipated to be on athletically related financial aid as of the first semester of the next academic year who will have four years of remaining eligibility and five years of enrollment (per the NCAA’s five year rule) to complete those four years; the identities of all student-athletes who have three years of remaining eligibility and four years of remaining enrollment to complete those three years; the identities of all student-athletes who have two years of remaining eligibility and three years of remaining enrollment to complete those two years; and the identities of all student-athletes who have one year of remaining eligibility and two years of remaining enrollment to complete that year.

**RESPONSE:**

See Exhibit 64.

- The average number of student-athletes during the previous four years who have redshirted and the number who are redshirting during the current academic year (or upcoming academic year if regular academic year is not in session).

**RESPONSE:**

See Exhibit 65.
• The number of student-athletes in each of the previous four years who were awarded athletically related financial aid but who withdrew from the squad for reasons other than graduation or loss of eligibility.

**RESPONSE:**

See Exhibit 66.

• A list of the institution's win-loss record for the past four seasons and the dates and results of all postseason competition in which the institution has participated during those years. If there was postseason competition, please indicate how this was earned; i.e., conference automatic bid, at-large bid.

**RESPONSE:**

See Exhibit 67

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

**RESPONSE:**

See Exhibit 68.

• The cost of room, board, books and tuition at the institution for the past four academic years.

**RESPONSE:**

See Exhibit 69.

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

**RESPONSE:**

See Exhibit 70.

• One copy of the institution's media guides for the past four academic years to be sent to Mr. Shep Cooper, director of the Committees on Infractions, and, if available, the Internet URL(s) for the members of the committee to use to review the same information contained in these media guides. If this
information is not available through the Internet, then the provision of one complete set of media guides to Mr. Cooper will suffice.

RESPONSE:

Football

Men's Basketball
2007-08: http://www.gamecocksonline.com/sports/m-baskbl/07-08-media-guide.html
2008-09: http://www.gamecocksonline.com/sports/m-baskbl/spec-rel/08-09-media-guide.html

Track & Field
2009: - not available online

Cross Country
2007 – not available online
2008 – not available online

- A review of the institution's obligations (contractual or otherwise) concerning live telecasts of contests during the next three seasons. These should include, but not be limited to, contractual agreements negotiated by the institution's conference and opponent or through its sports network affiliations.

RESPONSE:

The University’s television obligations for the broadcast of its football and men’s basketball contests are controlled by the Southeastern Conference (“SEC”). The University assigned its television rights to the SEC who subsequently negotiated a long-
term broadcast contract for all league member institutions. This 15-year contract, which began in 2009-10, grants CBS and ESPN, through its platform of networks including ESPN, ESPN2, ESPNU, ESPN Classic, ESPN Regional Television and ESPN3, the exclusive right to broadcast SEC-controlled contests in the sports of football and men’s basketball. This contract also permits the University to participate in one pay-per-view broadcast each season.

In addition to the obligations outlined above, the University, through its multi-media rights holder, formerly ISP, now IMG College, has an agreement with FSN South/SportSouth (“FOX”). This agreement, which expires on July 31, 2013, grants FOX the broadcast rights to all contests not selected for broadcast by CBS or ESPN under the above-mentioned league-wide agreement. This agreement also provides FOX the rights to broadcast all available pay-per-view broadcasts each year in the sport of football. FOX is guaranteed a minimum of 12 re-airs in the sport of football, one live pay-per-view broadcast in the sport of football, the spring football game (as available) and 8 men’s basketball games.

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

RESPONSE:

The University does not believe that the provisions of NCAA Bylaws 31.22.3 and 31.2.2.4 apply.

- A statement indicating whether the provisions of NCAA Bylaw 19.5.2.2-(e) apply to the institution as a result of the involvement of student-athletes in violations noted in this inquiry.
RESPONSE:

The University confirmed with the enforcement staff that this question is to be answered under the 2010-11 NCAA Division I Manual, not the 2011-12 Manual. The University does not believe the provisions of Bylaw 19.5.2.2-(e) apply to this inquiry.