

NC STATE**EXHIBIT 1**

Update

Carrie Doyle <cad Doyle3@ncsu.edu>

Fri, Mar 23, 2018 at 1:42 PM

To: "Duncan, Jon" <jduncan@ncaa.org>

Cc: Deborah Yow <dayow@ncsu.edu>, Robert Hoon <rrhoon@ncsu.edu>

Jon - As I indicated to you during our March 1st phone call, we have been talking with various people, and gathering information related to the FBI investigation and media articles. Attached is a timeline that provides you with a preliminary update on our work to date. We will update you further in the near future. Please contact me with any questions you or your staff might have. Thank you!

#STATEMENT**Carrie A. Doyle** | NC State | Athletics Dept | Sr. Assoc. Athletics Director

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**Detailed_Timeline_032018.pdf**

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TIMELINE**3/21/18**

<u>2012</u>	
September 19, 2012	NC State disassociates Andy Miller and ASM Sports from NC State for a period of 10 years due to lying about his connection with AAU coach Desmond Eastmond. NC State relied on an NCAA July 2012 press release that disqualified several AAU teams from competing in summer league due to the coaches' relationship with Miller. In 2010, the institution had been investigating whether Eastmond had been involved in violations of NCAA rules and whether there was a connection with Miller. Coach Gottfried was copied on the letter.
<u>2013</u>	
May 23, 2013	NC State's recruitment of Dennis Smith Jr. begins.
<u>2015-16</u>	
November 11, 2015	Dennis Smith Jr. signs National Letter of Intent (NLI) committing to NC State
December 17, 2015 and August 15, 2016	Each academic year, one of many forms completed by Dennis Smith Jr. is an Amateurism questionnaire asking, <i>"In the past year, have you, or has any member of your family, been paid money, borrowed money or received any benefit of any kind from an athletics booster, sports agent, runner, or financial advisor?"</i> Dennis Smith Jr. responded, <i>"No"</i> in both academic years.
December 17, 2015 and August 15, 2016	Each year the institution asked (in writing) whether Dennis Smith, Jr. had knowledge of or involvement in a possible violation of NCAA rules, and in both years' forms he indicated that he did not.
April 2016 and August 2016	End-of-academic year and beginning-of-academic year compliance education to student-athletes, included is information on prohibited activity by agents and impermissible/extra benefits.
November 11, 2016	Athletics' Compliance staff met with Dennis Smith, Jr. to provide additional education about agents, runners and impermissible benefits.
<u>2017</u>	
September 25, 2017	The US Attorney's Office announces a series of complaints against Adidas, several basketball programs and top prospects, making 10 arrests in an investigation surrounding intercollegiate basketball.
Oct - Nov 2017	Because NC State has an adidas sponsorship relationship, OGC and Athletics' Compliance staff contact current basketball staff (coaches, asst. coaches and bball operations staff) as well as external personnel (former staff) asking whether they had <i>any knowledge of or involvement in any activity related to the</i>

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	<p><i>allegations</i> coming from the U.S. Attorney's Office. [Those questioned included: all current basketball staff members (12); M.Gottfried (former HC), and former asst. coaches Early, Pierre, Schroyer. Total of (16) individuals]</p> <p>All stated they had neither any knowledge of nor involvement in activities related to the allegations referenced by the SDNY.</p>
October 5, 2017	Deputy General Counsel communicates with M.Gottfried's attorney; Gottfried states in writing he <i>had neither any knowledge of nor involvement in</i> the subject matter coming out of the SDNY and FBI investigations.
October 2017	NC State searches emails to or from: Marty Blazer; as well as emails to or from Adidas; Nike; or Under Armour personnel. No records were found regarding Marty Blazer; emails re shoe/apparel companies were reviewed and no relevant information or improper activity was found (<i>emails related to contract renegotiation, ordering information, marketing strategies, uniforms, logistics, etc.</i>)
October 12, 2017	A NC registered athlete agent contacts the General Counsel and asks to speak with her.
October 19, 2017	<p>General Counsel calls the athlete agent and he tells her that he believes Dennis Smith, Jr's enrollment at NC State was due to influence by Adidas through his father, Dennis Smith Sr. General Counsel informed the athlete agent she had to both report and follow-up on the information shared.</p> <p>General Counsel directs Athletics Compliance staff to conduct a face-to-face interview with the athlete agent.</p>
October 25, 2017	Athletics Compliance conducts face-to-face interview with the athlete agent. He stated that he had no direct knowledge of any payments, and declines to share with NC State the details or names of those who might be involved. He also states that no NC State employee was involved, and has no information that Dennis Smith Jr. was involved.
October 30, 2017	Registered Letter sent to the athlete agent confirming and summarizing the information related in the interview and asking him to review and correct any information that is inaccurate. No response. NC State considers summary accurate.
November 15, 2017	NC State General Counsel calls Raleigh FBI Agent and shares the information related in the athlete agent's interview.
December 11, 2017	The FBI Agent calls General Counsel confirming he relayed the information regarding the agent to the Southern District of New York.
2018	
January 16, 2018	Assistant U.S. Attorney for SDNY contacts General Counsel about forthcoming grand jury subpoena.

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January 17, 2017	General Counsel receives subpoena via email.
January 23, 2017	<p>General Counsel and Deputy General Counsel speak with the Assistant U.S. Attorney regarding the subpoena, including the scope of the requests and the extent of confidentiality.</p> <p>U.S. Attorney Office sends a revised subpoena via email that has the confidentiality clause written on the subpoena.</p>
January 23, 2018	NC State begins collection of records under subpoena.
February 23, 2018	<p>Yahoo Sports publishes article on Andy Miller Sports Agency referencing a “loan to Dennis Smith” - unclear whether reference is to Dennis Smith Jr. or Sr.</p> <p>NC State releases Andy Miller Disassociation Letter and Yow statement.</p>
February 24, 2018	Yahoo Sports publishes another article with an email screen shot from Christian Vaughn-Dawkins to A. Miller referencing phone calls to and from former coaches Gottfried, Early and Pierre.
February 26, 2018	<p>In response to the media reports, NC State searched emails of basketball staff for communications with Andy Miller and ASM Sports. No relevant information was found <i>[an email from Early to ASM Sports February 2012 (prior to NC State’s disassociation letter to ASM and A.Miller) asking about dates for student-athletes to declare for NBA Draft]</i>.</p> <p>University searches emails to and from ‘Vaughn-Dawkins’ and ‘Dawkins’. No emails were found to or from Christian Vaughn-Dawkins.</p>
February 26, 2018	OGC, Athletics, and Athletics Compliance meet and discuss individuals to be interviewed in light of current information available to the university.
February 27 and 28, 2018	<p>The U.S. Attorney’s Office contacts Deputy General Counsel (two phone calls) and emphatically requests that until March 9, 2018, NC State neither:</p> <p>a) reveal the existence of the grand jury subpoena as it would be highly prejudicial to the criminal investigation; nor</p> <p>b) pursue its interviews with individuals (until at least March 9, 2018).</p>
March 9, 2018	NC State confirms to <i>Washington Post</i> that it has received a subpoena from SDNY.
March 12, 2018	In response to a Yahoo Sports article and a screenshot of an email from C.Vaughn-Dawkins to A.Miller, OGC and Athletics Compliance staff pursue external personnel (former basketball staff) regarding nature and context of any contacts with C.Vaughn-Dawkins, A. Miller and/or ASM Sports.

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The screenshot shows a website header with a search icon on the left, the USA TODAY HIGH SCHOOL SPORTS logo in the center, and a menu icon on the right. Below the navigation is a large banner with a green grass background and white text that reads "EARLY SIGNING PERIOD". To the right of the banner is the American Family Insurance logo with the tagline "Insure carefully, dream fearlessly."



No. 1 point guard Dennis Smith Jr. to graduate early, head to NC State

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By: [jabarnett13](#) | November 12, 2015



Dennis Smith Jr. (Photo by Kelly Kline/Adidas)

Dennis Smith Jr., the No. 1 point guard in the Class of 2016, will take the unusual step of graduating early and enrolling at North Carolina State in January, he announced Thursday.

Smith is not playing this season at Trinity Christian (Fayetteville, N.C.) because of a torn ACL suffered last summer.

"I'm going mainly for the rehab purposes because I can rehab there," he said on ESPNU. "I'm fortunate to be in a position where I can graduate."

MORE: [Full coverage of the Early Signing Period](#)

Smith is a huge part of the Wolfpack's recruiting class and is hoping to help add another in power forward Bam Adebayo from High Point Christian (High Point, N.C.). Adebayo and Smith have played together in the summer and known each other since the eighth grade.

"They've been smooth so far," he said of his conversations with Adebayo. "I think we have a good shot at getting him."

As for what NC State gets in Smith, "I believe I'm the toughest competitor regardless of position in the whole country," he said. "I got out there and I win and that's the main thing."

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Friday, December 23, 2016

Torn ACL was best thing to happen to Dennis Smith Jr., NC State

By C.L. Brown
ESPN.com

RALEIGH, N.C. -- NC State guard [Dennis Smith Jr.](#) could be incrementally working his way back right now, just like Duke forward [Harry Giles](#).

Both supremely talented freshmen suffered torn ACL injuries that prevented them from playing their respective senior seasons in high school.

Giles just made his season debut Monday against Tennessee State after missing the Blue Devils' first 11 games this season, while Smith has been soaring for the Wolfpack from the start.

Smith ranks fifth in the ACC with 18.5 points per game and fourth with 5.4 assists per game -- the top freshman in both categories. So far, he has lived up to being voted the preseason ACC Rookie of the Year, receiving more votes than Duke's more-publicized duo of Giles and [Jayson Tatum](#) combined.

And Smith believes he has the knee injury to thank for it.

"I really believe that getting hurt was one of the best things that happened to me before college," Smith said.

The fortune from Smith's unfortunate injury goes back to what he called a random conversation with his dad. They were driving home from a visit to the doctor when Smith brought up the idea of graduating early in order to enroll in January at NC State.

When Smith approached Wolfpack coach Mark Gottfried, he was all for it. It allowed Smith a chance for supervised rehabilitation under the team's doctors and physical therapists.

The Fayetteville, North Carolina, native said he used the time he wasn't competing to study the pick-and-roll by watching highlights of NBA players Chris Paul, Jimmy Butler and Kawhi Leonard.

But Smith said what helped the most was gaining insight into the college game that could be learned only through experience.

"He's watching practice; he's at the game; he's in the pregame talk, postgame talk, he's watching things -- I think that has given him a great advantage," Gottfried said. "He's a lot more comfortable now. Even though he didn't play in the ACC, he went through a season watching, and so I think that's been a big plus for him."

What Gottfried -- and even Smith's dad -- didn't find out until later was that an unscientific test of Smith's knee gave him the confidence to make that early jump to school.

It had been barely two months since Smith had surgery on the ACL in his right knee, but he found the allure of the rim too tempting. Still half a year from being fully cleared by his doctor, Smith wanted to see whether he still had it.

He was among friends, so Smith walked up to the basket and with two hands dunked the basketball, recovering knee and all.

“People were making weird faces like it’s not supposed to happen,” Smith said. “Then I went to a tomahawk, and from that I went to a windmill. After that, I was like, ‘I’m good now.’”

Smith has a little showman in him, but he doesn't come across as a show-off. So when word trickled out that he'd been on the court, he denied it to anyone who asked. He didn't even tell his father at first.

“I was surprised and angry at the same time because he had no business doing that,” Dennis Smith Sr. said with a laugh. “You don't risk no injury like that. It's just, he's different. That's all that I can say.”

Smith's head-start allowed him to sit on the bench with senior guard [Terry Henderson](#), who was injured at the start of last season, and guard [Torin Dorn](#), who had to sit out after transferring from Charlotte. After every game, they would discuss what went right and wrong for the Wolfpack and how they might do it differently when they began playing.

The bonding began from there. By being able to observe the second half of last season, Smith got a better grasp of what he needed to do for this team.

“A big part was being in the locker room with guys seeing how to interact with Coach that nobody else got to see,” Smith said. “Regardless of who you are, you don't see that, and I got to see that last year firsthand. It gives you a slight edge.”

Smith could become NC State's first one-and-done player since J.J. Hickson was selected 19th overall by Cleveland in the 2008 NBA draft. ESPN's Chad Ford listed Smith at No. 4 on his original 2017 [Big Board](#).

Ask Gottfried, and he might say being fourth is too late.

When advised to take some of the pressure off Smith and downplay his role at the school's media day, Gottfried stepped to the podium and proclaimed Smith the best guard in America.

“I talked to Dennis before that press conference and told him what I was going to say,” Gottfried said. “No. 1, I believe it, I think people need to hear me say it. It's not to add additional pressure on him. I think he's the kind of guy who wants the bar to be really high so he can chase that bar. He wants it. He thrives with it. He's not afraid of that.”

It's why Smith is the perfect player to lift NC State out of the ever-present shadow of those programs in Chapel Hill and Durham.

“He's a special player -- one of a kind,” junior forward [Abdul-Malik Abu](#) said. “He brings a different dynamic to the game, like a different confidence level for everybody.”

Approved: Edward Diskant/Russell Capone/Robert Boone/Noah Solowiejczyk
EDWARD B. DISKANT/RUSSELL CAPONE/ROBERT BOONE/NOAH SOLOWIEJCZYK
Assistant United States Attorneys

EXHIBIT 4

Before: THE HONORABLE JAMES L. COTT
United States Magistrate Judge
Southern District of New York

17 MAG 7120

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UNITED STATES OF AMERICA	:	<u>SEALED COMPLAINT</u>
	:	
- v. -	:	Violations of
	:	18 U.S.C. §§ 1343,
JAMES GATTO	:	1349, 1956(h), and 2
a/k/a "Jim,"	:	
MERL CODE,	:	
CHRISTIAN DAWKINS,	:	COUNTY OF OFFENSE:
JONATHAN BRAD AUGUSTINE, and	:	NEW YORK
MUNISH SOOD,	:	
	:	
Defendants.	:	
	:	
----- X		

SOUTHERN DISTRICT OF NEW YORK, ss.:

JOHN VOURDERIS, being duly sworn, deposes and says that he is a Special Agent with the Federal Bureau of Investigation ("FBI"), and charges as follows:

COUNT ONE
(Wire Fraud Conspiracy)

1. From at least in or about May 2017, up to and including in or about September 2017, in the Southern District of New York and elsewhere, JAMES GATTO, a/k/a "Jim," MERL CODE, CHRISTIAN DAWKINS, JONATHAN BRAD AUGUSTINE, and MUNISH SOOD, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit wire fraud in violation of Title 18, United States Code, Section 1343.

2. It was a part and object of the conspiracy that JAMES GATTO, a/k/a "Jim," MERL CODE, CHRISTIAN DAWKINS, JONATHAN BRAD AUGUSTINE, and MUNISH SOOD, the defendants, and others known and

unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, GATTO, CODE, DAWKINS, AUGUSTINE, SOOD and others known and unknown, including basketball coaches employed by University-6 and University-7,¹ participated in a scheme to defraud, by telephone, email, and wire transfers of funds, among other means and methods, University-6 and University-7 by making and concealing bribe payments to high school student-athletes and/or their families in exchange for, among other things, the student-athletes' commitment to play basketball for University-6 and University-7, thereby causing the universities to agree to provide athletic scholarships to student-athletes who, in truth and in fact, were ineligible to compete as a result of the bribe payments.

3. It was a further part and object of the conspiracy that JAMES GATTO, a/k/a "Jim," MERL CODE, CHRISTIAN DAWKINS, JONATHAN BRAD AUGUSTINE, and MUNISH SOOD, the defendants, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire

¹ In addition to the scheme to defraud described herein, the investigation has revealed another scheme whereby athlete advisors make direct bribe payments to coaches at universities in exchange for those coaches' agreement to influence and steer players under their control to retain the relevant athlete advisors. That additional scheme is the subject of two related Complaints also unsealed today. See *United States v. Chuck Connors Person, et al.*, 17 Mag. ___, and *United States v. Lamont Evans, et al.*, 17 Mag. _____. All universities and players referenced in this Complaint and the two related Complaints have been numbered sequentially. Accordingly, the players referenced in this Complaint begin with "Player-10," and the universities referenced in this Complaint begin with "University-6."

and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, GATTO, CODE, DAWKINS, AUGUSTINE, SOOD and others known and unknown, including basketball coaches employed by University-6 and University-7, participated in a scheme to defraud, by telephone, email, and wire transfers of funds, among other means and methods, University-6 and University-7 by making and concealing bribe payments to high school student-athletes and/or their families in exchange for, among other things, the student-athletes' commitment to play basketball for University-6 and University-7, which deprived University-6 and University-7 of their right to control the use of their assets, including the decision of how to allocate a limited amount of athletic scholarships, and which, if revealed, would have further exposed the universities to tangible economic harm, including monetary and other penalties imposed by the National Collegiate Athletic Association (the "NCAA").

(Title 18, United States Code, Section 1349.)

COUNT TWO
(Wire Fraud)

4. From at least in or about May 2017, up to and including in or about September 2017, in the Southern District of New York and elsewhere, JAMES GATTO, a/k/a "Jim," MERL CODE, CHRISTIAN DAWKINS, JONATHAN BRAD AUGUSTINE, and MUNISH SOOD, the defendants, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, and attempting to do so, transmitted and caused to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such a scheme and artifice, to wit, GATTO, CODE, DAWKINS, AUGUSTINE, SOOD and others known and unknown, including basketball coaches employed at University-6 and University-7, participated in a scheme to defraud, by telephone, email, and wire transfers of funds, among other means and methods, University-6 and University-7 by making and concealing bribe payments to high school student-athletes and/or their families in exchange for, among other things, the student-athletes'

commitment to play basketball for University-6 and University-7, thereby causing the universities to provide athletic scholarships to student-athletes who, in truth and in fact, were ineligible to compete as a result of the bribe payments.

(Title 18, United States Code, Sections 1343, 1349, and 2.)

COUNT THREE
(Wire Fraud)

5. From at least in or about May 2017, up to and including in or about September 2017, in the Southern District of New York and elsewhere, JAMES GATTO, a/k/a "Jim," MERL CODE, CHRISTIAN DAWKINS, JONATHAN BRAD AUGUSTINE, and MUNISH SOOD, the defendants, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, and attempting to do so, transmitted and caused to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such a scheme and artifice, to wit, GATTO, CODE, DAWKINS, AUGUSTINE, SOOD and others known and unknown, including basketball coaches employed by University-6 and University-7, participated in a scheme to defraud, by telephone, email, and wire transfers of funds, among other means and methods, University-6 and University-7 by making and concealing bribe payments to high school student-athletes and/or their families in exchange for, among other things, the student-athletes' commitment to play basketball for University-6 and University-7, which deprived the universities of their right to control the use of their assets, including the decision of how to allocate a limited amount of athletic scholarships, and which, if revealed, would have further exposed the universities to tangible economic harm, including monetary and other penalties imposed by the NCAA.

(Title 18, United States Code, Sections 1343, 1349, and 2.)

COUNT FOUR
(Money Laundering Conspiracy)

6. From at least in or about May 2017, up to and including in or about September 2017, in the Southern District

of New York and elsewhere, JAMES GATTO, a/k/a "Jim," MERL CODE, CHRISTIAN DAWKINS, JONATHAN BRAD AUGUSTINE, and MUNISH SOOD, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to violate Title 18, United States Code, Section 1956(a) (1) (B) (i).

7. It was a part and object of the conspiracy that JAMES GATTO, a/k/a "Jim," MERL CODE, CHRISTIAN DAWKINS, JONATHAN BRAD AUGUSTINE, and MUNISH SOOD, the defendants, and others known and unknown, knowing that the property involved in a financial transaction represented the proceeds of some form of unlawful activity, would and did conduct and attempt to conduct a financial transaction, which in fact involved the proceeds of specified unlawful activity, to wit, the wire fraud offenses alleged in Counts One, Two, and Three of this Complaint, with the intent to promote the carrying on of that specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a) (1) (A) (i).

(Title 18, United States Code, Section 1956(h).)

The bases for deponent's knowledge and for the foregoing charges are, in part, as follows:

8. I am a Special Agent with the FBI, and I have been personally involved in the investigation of this matter, which has been handled by Special Agents of the FBI and Criminal Investigators in the United States Attorney's Office for the Southern District of New York (the "USAO"). I have been employed by the FBI since 2014. I and other members of the investigative team have experience in fraud and corruption investigations and techniques associated with such investigations, including executing search warrants, financial analysis, wiretaps, and working with informants.

9. This affidavit is based in part upon my own observations, my conversations with other law enforcement agents and others, my examination of documents and reports prepared by others, my interviews of witnesses, and my training and experience. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all of the facts that I have learned during the course of the investigation. Where the contents of documents, including

emails, and the actions, statements and conversations of others are reported herein, they are reported in substance and in part, except where specifically indicated otherwise.

I. OVERVIEW OF THE INVESTIGATION

10. The charges in this Complaint result from a scheme involving bribery, corruption, and fraud in intercollegiate athletics. Since 2015, the FBI and USAO have been investigating the criminal influence of money on coaches and athletes who participate in intercollegiate basketball governed by the NCAA. As relevant here, the investigation has revealed multiple instances of bribes paid by athlete advisors, including financial advisors and business managers, as well as high-level apparel company employees, and facilitated by coaches employed by NCAA Division I universities, to student-athletes playing at or bound for NCAA Division I universities, and the families of such athletes, in exchange for a commitment by those athletes to matriculate at a specific university and a promise to ultimately sign agreements to be represented by the bribe-payors once the athletes enter the National Basketball Association ("NBA"). Moreover, the investigation has revealed that scheme participants take steps to conceal the illegal payments, including by (i) funneling them to athletes and/or their families indirectly through surrogates and non-profit institutions controlled by the scheme participants; and (ii) making or intending to make misrepresentations to the relevant universities regarding the involvement of student-athletes and coaches in the violation of NCAA rules.

11. In particular, the investigation has revealed that JAMES GATTO, a/k/a "Jim," the defendant – a high-level executive of a global athletic apparel company ("Company-1") – and MERL CODE, the defendant – an individual affiliated with Company-1 and its high school and college basketball programs – conspired with coaches for universities sponsored by Company-1 to make payments to high school basketball players and/or their families in exchange for commitments by those players to attend and play for the Company-1-sponsored university, and to sign with Company-1 upon turning professional. In addition, CHRISTIAN DAWKINS, MUNISH SOOD, and JONATHAN BRAD AUGUSTINE, the defendants, brokered and facilitated the corrupt payments, in exchange for a promise that the players also would retain the services of DAWKINS, a business manager, and SOOD, a financial

advisor, upon turning professional. As set forth in more detail below, in or around 2017, GATTO, CODE, DAWKINS, AUGUSTINE, and SOOD agreed to pay bribes to at least three high school basketball players and/or their families in the following manner:

a. First, GATTO, CODE, DAWKINS and SOOD worked together to funnel \$100,000 from Company-1 to the family of a high school basketball player ("Player-10") in exchange for Player-10's commitment to play at an NCAA Division I university whose athletic programs are sponsored by Company-1 ("University-6"), and in further exchange for a commitment from Player-10 to retain DAWKINS and SOOD, and to sign with Company-1, once Player-10 joined a professional basketball league.

b. Second, DAWKINS and AUGUSTINE agreed to facilitate payments to the family of another high school basketball player ("Player-11") in exchange for Player-11's commitment to play at University-6 and ultimately to retain DAWKINS's services.

c. Third, GATTO, CODE, DAWKINS, and AUGUSTINE agreed to make payments of as much as \$150,000 from Company-1 to another high school basketball player ("Player-12") in order to secure Player-12's commitment to play at an NCAA Division I university whose athletic programs are also sponsored by Company-1 ("University-7"). In exchange for the \$150,000 payment, Player-12 similarly was expected to commit to retaining DAWKINS's services and signing with Company-1 once Player-12 joined a professional basketball league.

12. The scheme described herein served to defraud the relevant universities in several ways. First, by virtue of accepting and concealing payments that, if uncovered, would render them ineligible to participate in Division I basketball, the student-athletes and/or their family members conspired with coaches and apparel company executives to obtain athletic-based financial aid for the student-athletes from NCAA Division I universities through false and fraudulent means. Indeed, for the scheme to succeed and the athletic scholarships to be awarded such that the athletes could play at a NCAA Division I university, the student-athletes and coaches described herein must falsely certify to the universities that they are unaware of any rules violations, including the illegal payments. Second,

the scheme participants further defrauded the universities, or attempted to do so, by depriving the universities of significant and necessary information regarding the non-compliance with NCAA rules by the relevant student-athletes and coaches. In doing so, the scheme participants interfered with the universities' ability to control their assets and created a risk of tangible economic harm to the universities, including, among other things, decision-making about the distribution of their limited athletic scholarships; the possible disgorgement of certain profit-sharing by the NCAA; monetary fines; restrictions on athlete recruitment and the distribution of athletic scholarships; and the potential ineligibility of the university's basketball team to compete in NCAA programs generally, and the ineligibility of certain student-athletes in particular.

II. THE NCAA AND RELEVANT NCAA RULES

13. Based on my participation in this investigation, my review of publicly available information, and my conversations with other law enforcement agents who have reviewed such information, I have learned the following:

a. The NCAA is a non-profit organization headquartered in Indianapolis, Indiana, that regulates athletics for over 1,000 colleges and universities, conferences, and other associations. NCAA member schools are organized into three separate divisions: Division I, Division II, and Division III. University-6 and University-7 are in NCAA's Division I, which is the highest level of intercollegiate athletics sanctioned by the NCAA.

b. Division I schools typically have the biggest student bodies, manage the largest athletics budgets and offer the most athletic scholarships. Among other things, Division I schools must offer a minimum amount of financial assistance (in the form of scholarships) to their athletes; however, the NCAA sets a maximum number of scholarships available for each sport that a Division I school cannot exceed. Currently, teams may offer no more than 13 athletic scholarships for the 2017-2018 men's basketball season.

14. The official rulebook governing Division I schools is the NCAA Division I Manual (the "Manual"), which is published

annually and which contains the NCAA Constitution and its operating bylaws (the "Bylaws"). Based on my review of the Manual, I have learned the following, in relevant part:

a. Among the NCAA's core principles for the conduct of intercollegiate athletics is a directive that "[s]tudent-athletes shall be amateurs in an intercollegiate sport;" and that "student-athletes should be protected from exploitation by professional and commercial enterprises." The Constitution further states that "an institution found to have violated the [NCAA]'s rules shall be subject to disciplinary and corrective actions as may be determined by the [NCAA]."

b. Consistent with the NCAA's core principles, any financial assistance to student-athletes other than from the university itself or the athletes' legal guardians is prohibited without express authorization from the NCAA. In addition, neither student-athletes, prospective student athletes, nor their relatives can accept benefits, including money, travel, clothing, or other merchandise, directly or indirectly from outside sources such as agents² or financial advisors. A student-athlete is rendered "ineligible" to participate in Division I sports if the athlete is recruited by a university or any "representative of its athletics interests" in violation of NCAA rules.

c. Coaches and other team staff at NCAA Division I schools also are subject to various prohibitions, including (i) facilitating contact between student-athletes and agents or financial advisors; and (ii) receiving compensation directly or indirectly from outside sources with respect to any actions involving the student-athletes.

15. Based on my review of the NCAA Constitution and its

² The NCAA Division I Bylaws define an "agent" broadly as "any individual who, directly or indirectly, . . . seeks to obtain any type of financial gain or benefit . . . from a student athlete's potential earnings as a professional athlete." Specifically included in the definition of "agent" is, among others, "a certified contract advisor, financial advisor, marketing representative, brand manager or anyone who is employed or associated with such persons."

Bylaws, I have learned that student-athletes, coaches, and staff members of athletics departments must complete annual certifications regarding their knowledge of NCAA rules violations, and, in the case of student-athletes, their continued eligibility to participate in NCAA-sponsored sports. In particular:

a. On an annual basis, a student-athlete must "sign a statement . . . in which the student-athlete submits information related to eligibility, recruitment, financial aid, [and] amateur status," which is known as the "Student-Athlete Statement." In the Student-Athlete Statement, the student-athlete represents, among other things, that "[a]ll information provided to the NCAA . . . and the institution's admissions office is accurate and valid, including . . . [his] amateur status" and that the student-athlete has "reported to [his] director of athletics . . . any violations of NCAA regulations involving [him] and [his] institution." Furthermore, in signing the Student-Athlete Statement, the Student-Athlete certifies that "to the best of [his] knowledge, [he] has not violated any amateurism rules," and has "not provided false or misleading information concerning [his] amateur status to the NCAA . . . or the institution's athletics department."

b. Coaches and staff members must certify annually that they have reported to their university any knowledge of violations of NCAA rules involving their institution.

c. In addition, the Bylaws prohibit student-athletes, coaches and staff members of athletics departments from "knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation."

16. As set forth in the Bylaws, violations of NCAA rules by a university or any individual may lead to penalties including, but not limited to, limitations on a university's "participation in postseason play in the involved sport"; financial penalties including "requirements that an institution pay a fine, return revenue received from a specific athletics event or series of events, or . . . reduction[s] in or elimination of monetary distribution by" the NCAA; "limitations

on the number of financial aid awards that may be provided" by the university to student-athletes; and recruiting restrictions including on the ability to conduct off-campus recruiting activities or to communicate by telephone or letter with prospective student-athletes.

III. RELEVANT INDIVIDUALS AND ENTITIES

A. The Athletic Apparel Company ("Company-1")

17. Based on my participation in this investigation, including my review of publicly available information, I have learned that Company-1 is a multinational corporation that designs and manufactures shoes, clothing, and accessories for multiple sports, including basketball. Company-1 sponsors numerous high school, college, and professional basketball programs, including a program for amateur pre-college athletes, and sponsors the athletic programs of a number of universities that regularly have top-ranked Division I men's basketball teams, including University-6 and University-7.

B. JAMES GATTO, a/k/a "Jim"

18. Based on my participation in this investigation, including my review of publicly available information, and my review of calls and conversations recorded as a part of this investigation, I have learned that JAMES GATTO, a/k/a "Jim," the defendant, is the head of Global Sports Marketing - Basketball for Company-1. In that capacity, GATTO appears to oversee significant components of Company-1's high school and college basketball programs, including facilitating payments to players and their families as a part of the schemes described herein.

C. MERL CODE

19. Based on my participation in this investigation, including my review of publicly available information, and my review of calls and conversations recorded as a part of this investigation, I have learned that MERL CODE, the defendant, is affiliated with Company-1 and its high school and college basketball programs, and participated in organizing some of the payments made from Company-1 to players and their families as a part of the schemes described herein. Prior to joining Company-

1, CODE worked as the Director of Elite Youth Basketball for a rival athletic apparel company.

D. CHRISTIAN DAWKINS

20. Based on my review of publicly available information, and my review of calls and conversations recorded as a part of this investigation, among other sources, I know that CHRISTIAN DAWKINS, the defendant, was an employee of a sports management company based in New Jersey ("SMC-1") between in or about 2015 until in or about May 2017. Although DAWKINS is not a registered agent³, the investigation has revealed that DAWKINS's job at SMC-1 primarily consisted of recruiting athletes as clients and maintaining client relationships for the firm. In or about May 2017, SMC-1 terminated DAWKINS in connection with DAWKINS's alleged misuse of an athlete's credit card to pay for expenses from a ride services company without the athlete's authorization. Since that time, as detailed below, DAWKINS has endeavored, with the assistance of other scheme participants, to start his own sports management business.

E. JONATHAN BRAD AUGUSTINE

21. Based on my review of publicly available information and my review of calls and conversations recorded as a part of this investigation, I know that JONATHAN BRAD AUGUSTINE, the defendant, is the Program Director for an amateur, high school-aged basketball team sponsored by Company-1 that participates in the "AAU," an amateur basketball league. AUGUSTINE is also the President of a Florida-based registered 501(c)(3) charitable organization whose stated purpose is to provide mentoring and assistance to high school athletes to help them "grow, develop and achieve in the classroom as well as to secure a scholarship to attend an accredited college or university."

³ Based on my review of publicly available sources, I am aware that becoming a registered sports agent with the NBA requires approval by the NBA Players Association, the payment of annual fees, and successful completion of a written examination. Only individuals who have met these requirements may recruit or represent NBA players.

F. MUNISH SOOD

22. Based on my participation in this investigation, including my review of publicly available information, I have learned that MUNISH SOOD, the defendant, is the founder of an investment services company ("the Investment Company") and serves as its Chief Investment Officer. The Investment Company was founded in or about 2002 to provide investment management services to institutional and family office clients. SOOD is a registered investment advisor. Based on my conversations with a cooperating witness who has been providing information to law enforcement as a part of this investigation ("CW-1"),⁴ I have learned that CW-1 met SOOD in or about 2011 or 2012, and that SOOD and CW-1 have known and worked with each other for several years.

G. University-6

23. Based on my review of publicly available information, I have learned that University-6 is a public research university located in Kentucky. With approximately 22,640 students and over 7,000 faculty and staff members, it is one of the state's largest universities. University-6 fields approximately 21 varsity sports teams in NCAA Division I competition, including men's basketball.

⁴ Based on my participation in the investigation, including my debriefings of CW-1, I am aware that CW-1 ran a business management firm that primarily serviced professional athletes, as well as a registered investment advisory firm that provided investment related services to CW-1's clients, including athletes. Information provided by CW-1 has been corroborated by, among other things, recorded conversations, electronic communications, and surveillance by law enforcement. CW-1 began cooperating with the Government in or about November 2014. All of CW-1's activities with respect to the defendants described in this Complaint were conducted at the direction of law enforcement. In or about September 2017, CW-1 pleaded guilty to securities fraud, wire fraud, aggravated identity theft, and making false statements pursuant to a cooperation agreement with the Government. On or about May 6, 2016, CW-1 agreed to settle civil charges filed by the Securities and Exchange Commission relating to CW-1's violations of certain securities laws.

24. I know from publicly available information that, in each year relevant to this Complaint, University-6 received funds from the federal government in excess of \$10,000 per year.

H. University-7

25. Based on my review of publicly available information, I have learned that University-7 is a private research university located in Florida. With approximately 16,000 students and over 2,600 faculty members, it is one of the state's largest universities. University-7 fields approximately 15 varsity sports teams in NCAA Division I competition, including men's basketball.

26. I know from publicly available information that, in each year relevant to this Complaint, University-7 received funds from the federal government in excess of \$10,000 per year.

IV. ALLEGATIONS INVOLVING UNIVERSITY-6

27. As set forth in more detail herein, beginning in approximately May 2017, and continuing into at least September 2017, JAMES GATTO, a/k/a "Jim," MERL CODE, CHRISTIAN DAWKINS, and MUNISH SOOD, the defendants, and others known and unknown, conspired to illicitly funnel approximately \$100,000 from Company-1 to the family of Player-10, an All-American high school basketball player; to assist one or more coaches at University-6 in securing Player-10's commitment to play at University-6, a school sponsored by Company-1; and to further ensure that Player-10 ultimately retained the services of DAWKINS and SOOD and signed with Company-1 upon entering the NBA. The bribe money was structured in a manner so as to conceal it from the NCAA and officials at University-6 by, among other things, having Company-1 wire money to third party consultants who then facilitated cash payments to Player-10's family. Further, the scheme could only succeed, and Player-10 could only receive an athletic scholarship from University-6, if the scheme participants, including one or more coaches at University-6, made false certifications to University-6.

28. I am also aware from my participation in this investigation that the agreement to make payments to the family of Player-10 was formulated in or around May 2017, after most of the top high school recruits from the Class of 2017 had already

committed to various universities and when, according to public reporting, Player-10, who was considered one of the top recruits nationally in his class, had indicated a desire to attend a number of rival schools, and not University-6. Based on publicly available information, I am aware that, on or about June 3, 2017, or almost immediately after the illicit bribe scheme set forth herein was agreed to, Player-10 publicly announced his intention to enroll at University-6. Contemporaneous press accounts described the announcement as a "surprise commitment" that "c[ame] out of nowhere" and a "late recruiting coup" for coaches at University-6.⁵

A. The Defendants Agree to Pay Player-10's Family \$100,000 to Matriculate at University-6, and Conceal the Payments Through an Entity Set Up by DAWKINS

29. Based on my participation in this investigation, including my review of telephone calls over a cellular telephone used by CHRISTIAN DAWKINS, the defendant, that were intercepted pursuant to judicial authorization (the "Dawkins Wiretap"), and my discussions with other law enforcement officers, I have learned that in or around May of 2017, at the request of at least one coach from University-6, DAWKINS, JAMES GATTO, a/k/a "Jim," MERL CODE, MUNISH SOOD, the defendants, and others agreed to funnel \$100,000 (payable in four installments) from Company-1 to the family of Player-10. Shortly after the agreement with the family of Player-10 was reached in late May and early June, Player-10 publicly committed to University-6.

30. I have further learned that,⁶ prior to paying Player-

⁵ Based on my review of publicly available information, I have learned that Player-10 is listed on the roster for the 2017-2018 University-6 men's basketball team.

⁶ Except as otherwise indicated, the bases for my knowledge of the facts described in this Complaint are my participation in this investigation; my training and experience; my discussions with CW-1, and undercover law enforcement agents who participated in the investigation; and my review of the entirety of each recorded telephone call or meeting cited herein, and,

10's family, JAMES GATTO, a/k/a "Jim," and MERL CODE, the defendants, first needed time to generate a sham purchase order and invoice ostensibly to justify using Company-1 funds since they could not lawfully pay the family of Player-10 directly and risk that such prohibited payments be revealed. Accordingly, in or around July 2017, CHRISTIAN DAWKINS, the defendant, working with CODE, arranged for MUNISH SOOD, the defendant, and an FBI undercover agent ("UC-1") posing as a financial backer for DAWKINS's and SOOD's new sports management business, to make an initial \$25,000 payment to Player-10's family on Company-1's behalf, to be later reimbursed by Company-1. In particular, on or about July 7, 2017, DAWKINS and CODE had the following discussion in a telephone call that was intercepted by the Dawkins Wiretap:

a. CODE told DAWKINS that he had "bad news" about the payments from Company-1 to Player-10's family, adding that "my group gets [] an email about the invoice" that "ask[s] for all these PO numbers and vendor numbers and blah blah blah blah," referring to the document generated internally at Company-1 meant to explain the \$100,000 being allocated to pay the family of Player-10. CODE then explained to DAWKINS that he had expected JAMES GATTO, a/k/a "Jim," the defendant, and Company-1 to have handled the payment "off the books," noting that CODE's "group" had received payments that year that "didn't go through the system."

b. CODE then informed DAWKINS that he had tried to submit an invoice to Company-1 for the \$100,000 payment, routed through CODE's consulting company, but that when he submitted the invoice "for the whole [University-6] situation," Company-1

where available, a transcript of the call or meeting. For every instance in which I offer my interpretation of language used during a recorded telephone call or meeting, that interpretation is based on my training, experience, and participation in this investigation, my review of the larger universe of recorded telephone calls and meetings in addition to those contained herein, and my discussions with CW-1 and the undercover law enforcement agents.

"didn't have any record of [CODE's] organization in the system." CODE described how he would have to "create a vendor number" for his company and then a "purchase order" to justify the \$100,000 payment, and, accordingly, they would not have access to the funds for several weeks. CODE lamented to DAWKINS that GATTO had not just "flex[ed] his muscle and push[ed] it through the system, but that's obviously not what's happening," and asked whether DAWKINS could arrange for SOOD or UC-1 to provide the initial payment to Player-10's father ("Father-2")⁷ because Father-2 had been pressuring them for the money. CODE also said that SOOD or UC-1 ultimately would be reimbursed for the initial payment to Father-2.

31. On or about July 10, 2017, MERL CODE and MUNISH SOOD, the defendants, spoke with UC-1 in a telephone call that was recorded by UC-1 at the direction of law enforcement.⁸ During the call, CODE, SOOD and UC-1 discussed the need for UC-1 to fund the initial \$25,000 payment to Father-2, and CODE explained how athletic apparel companies masked other, similar payments to high school athletes. In particular, during the July 10 call the following, among other things, was discussed:

a. CODE, SOOD and UC-1 discussed the possibility that UC-1 would put up, or "front," the money needed to make the first \$25,000 payment to Player-10's family because, according to CODE, "long story short, it's gotta go through some processes [at Company-1] and steps and what have you, and it takes a while, so we're talking another two to three weeks before it really runs through the corporate structure. And the dad's expectations were that Christian [DAWKINS] was going to be able

⁷ A related Complaint, *United States v. Chuck Connors Person, et al.*, 17 Mag. _____, references a "Father-1" who is a different individual.

⁸ Based on my participation in this investigation and my review of a recording made by UC-1 of the meeting, I know that on June 20, 2017, CHRISTIAN DAWKINS, the defendant, introduced CODE to SOOD and UC-1 during a meeting in New York, New York, and that during this meeting, DAWKINS, CODE, SOOD and UC-1 discussed, in sum and substance and in part, their plan to make payments to college basketball players and coaches, including CODE's utility to the scheme as an insider of Company-1.

to help him do some things a month ago." CODE further explained that CHRISTIAN DAWKINS, the defendant, had called him and asked him to make sure that SOOD and UC-1 "were aware of the situation" and had asked them to provide the funds "with the understanding that they will be reimbursed" by Company-1. CODE further suggested to SOOD and UC-1 that "for cleanliness and lack of questions," the money transfer to Father-2 should be in cash. He then confirmed that the rationale for paying Father-2 was to ensure that Player-10 would sign with DAWKINS and Company-1 when he entered the NBA. On the call, UC-1 agreed to lend DAWKINS and CODE the initial \$25,000 payment for Player-10's family, and CODE confirmed that "reimbursement" to UC-1 by Company-1 could happen in "a number of ways."

b. CODE also told SOOD and UC-1 that "you guys are being introduced to . . . how stuff happens with kids and getting into particular schools and so this is kind of one of those instances where we needed to step up and help one of our flagship schools in [University-6], you know, secure a five star caliber kid. Obviously that helps, you know, our potential business . . . and that's an [Company-1-sponsored] school." Highlighting CODE's desire to disguise the fact that Company-1 funds ultimately would be used for the \$100,000 payment to Father-2, CODE further stated that by funneling the payments to student-athletes through third-party companies, Company-1 was "not engaging in a monetary relationship with an amateur athlete, we're engaging in a monetary relationship with a business manager, and whatever he decides to do with it, that's between him and the family." CODE added that "we can't get involved directly in those kinds of situations and scenarios."

B. DAWKINS, SOOD and UC-1 Pay Father-2 An Initial \$25,000

32. On or about July 11, 2017, UC-1 traveled from New York, New York to the office of MUNISH SOOD, the defendant, in Princeton, New Jersey. During the meeting, which UC-1 recorded, UC-1 provided SOOD with \$25,000 in cash intended for Father-2, who, according to SOOD and CHRISTIAN DAWKINS, the defendant, would be flying to the New York City area to receive it.

33. On or about July 13, 2017, CHRISTIAN DAWKINS, the defendant, participated in a telephone call with a male who I believe, based on my participation in the investigation and the context of the call, was Father-2. During the call, which was

intercepted over the Dawkins Wiretap, Father-2 stated that he was renting a car to travel to meet MUNISH SOOD, the defendant. DAWKINS told Father-2 that SOOD had \$19,500 for Father-2, and that DAWKINS would take care of "everything else."

34. On or about July 14, 2017, CHRISTIAN DAWKINS and MUNISH SOOD, the defendants, participated in a telephone call that was intercepted over the Dawkins Wiretap. During the call, DAWKINS and SOOD discussed the meeting with Father-2, and SOOD confirmed that he had given Father-2 the cash, adding that SOOD believed they had secured Player-10's commitment to attend [University-6] and ultimately to retain DAWKINS and the new sports management company he was forming with SOOD, among others. DAWKINS responded, "that kid could come over my house, and have a key. Like that's what I do." DAWKINS further stated that if Player-10 was "one and done," meaning that if Player-10 played one year of collegiate sports before entering the NBA draft, "he may be top 20," but that if Player-10 played collegiate basketball for two years, he "should be a top ten pick."

C. The Delay in Securing \$100,000 From Company-1 to Pay Player-10's Family and GATTO's Concealment of the True Purpose of the Funds

35. On or about July 24, 2017, CHRISTIAN DAWKINS and MERL CODE, the defendants, spoke on a telephone call that was intercepted over the Dawkins Wiretap. During the call, DAWKINS expressed concern with the delay by CODE and JAMES GATTO, a/k/a "Jim," the defendant, in securing the \$100,000 in funds from Company-1 to pay Player-10 and his family, telling CODE that he did not want anything "funky" to happen to the funding because DAWKINS did not have \$100,000 of his own money to pay Player-10. CODE agreed, telling DAWKINS that he might have to "lean on" a senior executive at Company-1 ("Senior Executive-1") "and some of his side hustle off the book shit" in order to finance the payments. CODE and DAWKINS then discussed how GATTO and others at Company-1 were accounting for the unlawful transfer of funds to Player-10's family by booking it on Company-1's records as a payment to an outside organization affiliated with CODE. When DAWKINS expressed surprise that GATTO was putting the payments on Company-1's books at all, CODE confirmed that GATTO had identified it "as a payment to my team, to my organization, so

it's on the books, [but] it's not on the books for what it's actually for."⁹

D. The July 27 Meeting: DAWKINS, AUGUSTINE, UC-1, CW-1 and a University-6 Coach Discuss Payments from Company-1 to Another High School Basketball Player

36. On or about July 27, 2017, CHRISTIAN DAWKINS and JONATHAN BRAD AUGUSTINE, the defendants, met in a hotel room in Las Vegas, Nevada, with CW-1, UC-1 and an assistant coach from University-6 ("Coach-1") (the "July 27 Meeting"). Prior to the meeting, the FBI placed video recorders inside of the hotel room; UC-1 also recorded the meeting. Based on my participation in the investigation, including my review of the recordings of the July 27 Meeting, as well as my debriefing of CW-1, I am aware that at the July 27 Meeting, the following was discussed, in sum and substance, and in part:

a. DAWKINS explained to the group that "the player we're talking about tonight is [Player-11] with [University-6]," and noted that DAWKINS had dealt with coaches at University-6 on the recruitment of Player-10. DAWKINS then laid out the plan to funnel money to the family of Player-11, a high school basketball player who was expected to graduate in 2019, stating that "the mom is like . . . we need our fucking money. So we got to be able to fund the situation," adding "we're all working together to get this kid to [University-6]. Obviously, in turn,

⁹ Based on my participation in this investigation, I am aware that GATTO and CODE started making plans in mid-September 2017 to submit another false and fraudulent invoice to Company-1 for the second \$25,000 payment due to Father-2 in November 2017. In particular, on or about September 13, 2017, GATTO and CODE spoke on a telephone call that was intercepted pursuant to a judicially authorized wiretap on a cellphone used by CODE (the "Code Wiretap"). On the call, GATTO asked CODE, "When's the next uhh payment we gotta make for uhh [Player-10]?" and CODE responded that they had agreed to make four payments of \$25,000 each, "so I would tell you probably November." GATTO then told CODE that they should "get the invoice in now," adding that "it's probably going to take a month, haha, in our system . . . Let's just get that out of the way now." GATTO noted that they would "figure out the other fifty in '18."

the kid will come back to us," referring to himself and the business he was forming with the help of MUNISH SOOD, the defendant, and UC-1.

b. Noting that University-6 was already on probation with the NCAA, DAWKINS indicated that they would have to be particularly careful with how they passed money to Player-11 and his family. Coach-1 agreed, stating "we gotta be very low key." DAWKINS added, "The biggest thing is just making sure that every month Brad [AUGUSTINE] gets what he needs" in order to funnel the payments to Player-11 and his family. AUGUSTINE noted that Company-1, which sponsored his amateur team, would be supportive of their recruitment efforts, and confirmed that "all my kids will be [Company-1] kids." DAWKINS concluded that their plan to funnel money to Player-11 and/or his family in exchange for Player-11's commitment to attend University-6 and to sign with DAWKINS and Company-1 "works on every angle. We have Merl [CODE, the defendant] at [Company-1], we have Brad [AUGUSTINE] out with the kid, and we have [University-6]," nodding at Coach-1.

c. DAWKINS, AUGUSTINE, and UC-1 then discussed the logistics of how to get their share of the funding from DAWKINS and UC-1 to AUGUSTINE each month without the payments being detected. AUGUSTINE suggested that the "easiest way" would be to send the money to AUGUSTINE's "non-profit for the grassroots team," although AUGUSTINE confirmed that he also would accept cash. UC-1 then handed AUGUSTINE an envelope containing \$12,700 in cash, which DAWKINS explained "will take care of July, of August." UC-1 suggested to Coach-1 that the payment would "mak[e] [University-6] and your program happy in the sense that the kid is . . . going to [University-6], and after [University-6], he's gonna come back to us."

d. At the meeting, AUGUSTINE stated that he expected Company-1 to fund at least a portion of the future payments to Player-11 and/or his family because, referring to a coach for the University-6 men's basketball team ("Coach-2"), "no one swings a bigger dick than [Coach-2]" at Company-1, adding that "all [Coach-2 has to do] is pick up the phone and call somebody, [and say] these are my guys, they're taking care of us." DAWKINS, UC-1, and Coach-1 then discussed ensuring that Player-11 ultimately signed with DAWKINS upon entering the NBA, and Coach-1 explained that "[Coach-2] is not a guy to have his own agent already set up" so that it would fall upon Coach-1 and

another assistant coach at University-6 to steer the athletes to certain advisors. With respect to Player-11, AUGUSTINE noted that "on my end, when I send my kids to college, before I send them, I'm having that conversation," and "with [Player-11], this is done."

e. Shortly thereafter, Coach-1 left the room, and DAWKINS, AUGUSTINE, UC-1 and CW-1 proceeded to discuss the Player-10 scheme described in paragraphs 27 to 35, *supra*, and, in particular, the involvement of Coach-2 in securing funding from Company-1 for Player-10's family. DAWKINS, who had been negotiating directly with Player-10's family, noted that Company-1 had originally agreed to pay a "certain number" to Player-10's family, but that a rival athletic apparel company was "coming with a higher number," such that DAWKINS needed to "get more" from Company-1 to secure Player-10's commitment to attend University-6. DAWKINS then said that he had spoken with Coach-2 about getting additional money for Player-10's family and informed Coach-2 that "I need you to call Jim Gatto, [the defendant,] who's the head of everything" at Company-1's basketball program.

37. Based on my review of call records, I am aware that on or about May 27, 2017, JAMES GATTO, a/k/a "Jim," the defendant, had two telephone conversations with a phone number used by Coach-2. Based on the same, I am aware that on or about June 1, 2017, GATTO had a third telephone conversation with the same phone number used by Coach-2. As noted above, two days later, on or about June 3, 2017, Player-10 officially committed to University-6 in return for the commitment by GATTO and Company-1 to pay \$100,000 to his family.

E. DAWKINS Explains to UC-2 the Different Schemes to Defraud Engaged in by the Defendants

38. In or around June 2017, UC-1, acting at the direction of law enforcement, introduced another FBI undercover agent ("UC-2") as a business associate of UC-1 who, along with UC-1, would be involved in providing the funding needed by CHRISTIAN DAWKINS, the defendant, to set up a new sports management company after DAWKINS was fired from SMC-1, as is described above. On or about August 8, 2017, UC-1 called DAWKINS and, during the call, which UC-1 recorded, UC-1 informed DAWKINS that UC-1 would be traveling internationally for the next month but

that both CW-1 and UC-2 would be available to meet with coaches and/or players in UC-1's absence, and to continue to fund payments per their prior discussions.

39. Accordingly, on or about August 16, 2017, CHRISTIAN DAWKINS, the defendant, spoke with UC-2 on a telephone call that was recorded by UC-2 to explain to UC-2 the status of the various schemes, including the scheme to make the payments to Player-10 and Player-11 and their families described above, as well as additional payments DAWKINS and UC-2 would need to make in the upcoming weeks. In particular, based on my review of a recording of the August 16 call and my discussions with UC-2, I have learned that DAWKINS and UC-2 discussed the following, in substance and in part:

a. DAWKINS confirmed that he had facilitated the first \$25,000 payment¹⁰ to Player-10 and that MERL CODE, the defendant, had reimbursed DAWKINS on behalf of Company-1 through a payment to DAWKINS's "Loyd Inc. account." DAWKINS also explained to UC-2 that they would need additional money for "two particular kids, one was [Player-10] who we're already involved with, we already got him done, so basically we just need to take care of his dad with two grand monthly" adding "I gotta just figure out how we get the two grand to him every month." With respect to the second athlete, Player-11, DAWKINS told UC-2 that University-6 would need to get "five grand" to JONATHAN BRAD AUGUSTINE, the defendant, by August 25 so that AUGUSTINE could pass it on to Player-11's family.

b. DAWKINS further explained to UC-2 that AUGUSTINE was an important asset to the scheme because he runs a "big time AAU grassroots program" and has "two kids that have a chance to both be 'one and done' kids. . . . one's name is [Player-12], [Player-12] is like the number seven ranked player in the country, and one is named [Player-11], who is also top ten in the country. [Player-11] is the kid who [University-6] is basically wanting to get financed right now, via Brad. So we're giving Brad five a month for [Player-11's] mom's bills and that

¹⁰ As is described above, at DAWKINS's suggestion, CODE asked UC-1 to provide the funds for the initial \$25,000 payment to Father-2, informing UC-1 that UC-1 later would be reimbursed for these funds.

kind of stuff." As noted above, AUGUSTINE is the Program Director for an amateur AAU basketball team; I have confirmed from publicly available information that Player-11 played for AUGUSTINE's AAU team.

c. DAWKINS also proposed to UC-2 that they fund AUGUSTINE's non-profit organization, which had the potential to generate multiple top-level basketball players for DAWKINS's company, adding that "everything that can be put into his nonprofit is a write off, obviously, a tax deduction" so "it's not just like a normal payment to player" and could "be of benefit to everybody across the board."

d. DAWKINS told UC-2 that he was in the "process of signing people to agreements," including the family members of the student-athletes to whom they were funneling money, because "I want us as protected as possible across the board," adding that "obviously, we have to put funding out, and obviously some of it can't be completely accounted for on paper because some of it is, whatever you want to call it, illegal."

F. Financial Records Show That Company-1 Funds Were Used to Reimburse DAWKINS for the \$25,000 Payment to Father-2

40. I have reviewed banking records for an account belonging to "Loyd, Inc.," a company that I believe is owned by CHRISTIAN DAWKINS, the defendant (the "Loyd Account"). From those records I have learned that, on or about August 1, 2017, DAWKINS deposited a \$25,000 check into the Loyd Account. The memo line on the check read "consulting fees."

41. Based on my review of financial records for the account associated with the \$25,000 check, I have learned that:

a. The \$25,000 check was issued from a bank account held in the name of an individual ("Individual-1") and an AAU basketball program ("AAU Program-1"). Based on my review of publicly available sources, I have determined that AAU Program-1 is sponsored by Company-1.

b. On or about August 1, 2017, the bank account held in the name of Individual-1 and AAU Program-1 received an incoming transfer of \$30,000 from an account associated with a

Company-1 entity based in North America.

G. The Defendants Continue to Pay AUGUSTINE and Father-2 As Part of the Scheme

42. Based on my participation in this investigation, including my discussions with UC-2, I am aware that, on or about August 23, 2017, UC-2 met with MUNISH SOOD, the defendant, in Manhattan, New York, in order to provide SOOD with a cash payment of \$20,000. The meeting was recorded by UC-2. Prior to the meeting, CHRISTIAN DAWKINS, the defendant, and UC-2 had discussed, on a call that was recorded by UC-2, among other things, that \$5,000 of this money would be provided by SOOD to JONATHAN BRAD AUGUSTINE, the defendant, and that \$2,000 of this money would be provided by SOOD to Father-2 as part of the agreement to pay Player-10 and/or his family in order to ensure that Player-10 would retain DAWKINS's new company in the future.¹¹

V. ALLEGATIONS INVOLVING UNIVERSITY-7

43. As set forth in more detail herein, beginning in approximately July 2017, and continuing into at least September 2017, JAMES GATTO, a/k/a "Jim," MERL CODE, CHRISTIAN DAWKINS, and JONATHAN BRAD AUGUSTINE, the defendants, and others known and unknown, conspired to illicitly funnel approximately \$150,000 from Company-1 to Player-12, another top high school basketball player expected to graduate in 2018, to assist one or more coaches at University-7 in securing Player-12's commitment to play at University-7, and to further ensure that Player-12 ultimately signed with DAWKINS and with Company-1 upon entering a professional league. Moreover, because Company-1 could not make the payments to Player-12 or his family directly, GATTO, CODE, DAWKINS, and AUGUSTINE planned to conceal the payments by funneling them through CODE, DAWKINS and AUGUSTINE, as well as

¹¹ As discussed on the call, DAWKINS relayed that the remainder of the \$20,000 would be paid to other individuals not relevant to this Complaint.

an amateur basketball team controlled by AUGUSTINE.

A. CODE and DAWKINS Discuss the Involvement of University-7 Coaches in Funneling Payments to Player-12

44. On or about August 9, 2017, CHRISTIAN DAWKINS and MERL CODE, the defendants, discussed – on a telephone call intercepted over the Dawkins Wiretap – paying Player-12 and/or his family at the request of at least one coach at University-7 ("Coach-3"). During the call, DAWKINS and CODE discussed the involvement of Coach-3 in ensuring that Company-1 would funnel payments to Player-12 in order to secure Player-12's commitment to play at University-7. In particular, on the call, DAWKINS told CODE that, according to JONATHAN BRAD AUGUSTINE, the defendant, "[Coach-3] knows everything," and that they could "start the process" to funnel the payments to Player-12 in order to ensure that Player-12 would commit to attend University-7 upon his graduation in 2018. With respect to the need to funnel money to Player-12, DAWKINS further informed CODE that Coach-3 "knows something gotta happen for it to get done," and CODE replied that he had just left a message for JAMES GATTO, a/k/a "Jim," the defendant, regarding the payment.

B. The Defendants Discuss a \$150,000 Payment to Player-12 to Ensure That Player-12 Would Choose University-7 Over a Rival University

45. On or about August 11, 2017, JAMES GATTO, a/k/a "Jim," and MERL CODE, the defendants, spoke twice on telephone calls that were intercepted pursuant to the Code Wiretap. During those calls, GATTO and CODE discussed, among other things, Coach-3's request to GATTO that Company-1 make a \$150,000 payment to Player-12 in order to prevent Player-12 from committing to attend another NCAA Division I university sponsored by a rival athletic apparel company that allegedly had offered Player-12 a substantial sum of money. In particular, I have learned that:

a. On their initial call that day, CODE and GATTO discussed funneling payments from Company-1 to Player-12 in order to influence Player-12's decision to attend University-7, a school sponsored by Company-1. In particular, on the call, CODE informed GATTO that they had "another [University-6] situation" – referring to the scheme described above in

paragraphs 27 to 35 involving Player-10 and University-6 – adding, “except it’s with [University-7] this time.” When GATTO inquired whether University-7 was “hot,” CODE explained that “[University-7] wants this kid named [Player-12].” GATTO confirmed that he knew already about University-7’s request for Player-12, and told CODE that he had spoken to Coach-3,¹² who had “just asked about the kid and then he said supposedly the kid was having a meeting with” Senior Executive-1 at a Company-1 sponsored program geared toward high school amateur athletes that occurred between on or about August 3 and August 7, 2017.

b. On a second call later the same day, CODE discussed with GATTO, in sum and substance, and in part, the involvement of CHRISTIAN DAWKINS and JONATHAN BRAD AUGUSTINE, the defendants, in the scheme to facilitate payments to Player-12 in order to secure Player-12’s commitment to attend University-7. CODE explained that another Division I university (“University-4”) was offering Player-12 \$150,000 “and we’re trying to keep him from going to one of their schools.”¹³ CODE further told GATTO that DAWKINS and AUGUSTINE had asked CODE whether GATTO “would be able to keep him at [University-7] because they really want the kid.” GATTO confirmed that Player-12 would be a rising senior in high school, and CODE assured GATTO that the payments need not be “all in one lump sum. I can, I can make it work . . .,” further noting that this situation was “not one of those where I need an answer today. You know what I am saying? I just wanted to put it on your plate.”

c. On the same call, GATTO inquired whether Company-1 would “have to match the [University-4] deal?,” and asked if the payments could be pushed to 2018 noting “if I have to pay it out in ‘18, that’s fine” but adding “I just don’t know if I, I just don’t know if I can do anything in ‘17 that’s what I’m

¹² Based on my review of call records for a cellphone used by GATTO, I am aware that, on or about August 6, 2017 (a few days before the call between CODE and GATTO discussed in this paragraph), GATTO had two telephone calls with a cellphone number believed to be used by Coach-3.


¹³ Based on publicly available information, I am aware that the University-4 athletic program, including its men’s basketball team, is sponsored by a rival athletic apparel company.

saying." Referring to the scheme involving Player-10 detailed above, GATTO further told CODE that he should "try to get it to, what did we do with [Player-10], a 100," which I believe is a reference to the \$100,000 payment to Player-10. CODE replied that he was not sure "they'll take that much less but if I can take it down at least twenty five," to which GATTO responded, "Alright, well let's just see."

46. I have reviewed a telephone call on or about August 12, 2017 between MERL CODE and CHRISTIAN DAWKINS, the defendants, that was intercepted pursuant to both the Dawkins Wiretap and the Code Wiretap. On the call, CODE relayed the substance of CODE's discussion with JAMES GATTO, a/k/a "Jim," the defendant, regarding payments by Company-1 to Player-12, including GATTO's request that CODE negotiate the \$150,000 asking price set by Player-12. According to CODE, however, if "[University-4]'s willing to" pay the full \$150,000, "then that's where the kid is going to go." Referring to GATTO's statement that he did not have sufficient funds to pay Player-12 in 2017, CODE stated that if Company-1 waited until January 2018 to commit to a payment amount, "by that point that number might be 200," i.e., \$200,000, adding that Company-1 "won't play if it's . . . at that level, we won't play." DAWKINS asked what would be the highest payment that GATTO and Company-1 would agree to, and CODE replied, "I think they do 150 if, if [Coach-3] stayed on it."

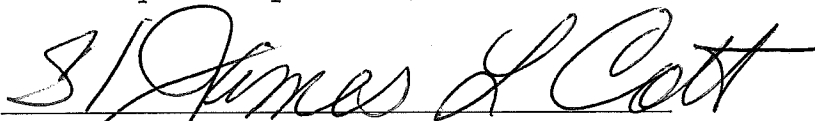
47. On or about August 19, 2017, MERL CODE and JONATHAN BRAD AUGUSTINE, the defendants, spoke on a telephone call that was intercepted pursuant to the Code Wiretap. During the call, CODE informed AUGUSTINE that he would do what was necessary "to make sure that we secure[] the kid" but that "budget-wise, everything was kind of strapped for '17. . . So '18 puts us in a better place to have that conversation."

WHEREFORE, deponent respectfully requests that warrants be issued for the arrests of JAMES GATTO, a/k/a "Jim," MERL CODE, CHRISTIAN DAWKINS, JONATHAN BRAD AUGUSTINE, and MUNISH SOOD, the defendants, and that they be imprisoned or bailed, as the case may be.



JOHN VOURDERIS
Special Agent
Federal Bureau of Investigation

Sworn to before me this
25th day of September, 2017



THE HONORABLE JAMES L. COTT
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK

NC STATE UNIVERSITY

An Equal Opportunity/Affirmative Action Employer

2500 Warren Carroll Drive
Weisiger-Brown Athletics Facility, Suite 2153
Campus Box 8502
Raleigh, NC 27695-8502

Sent Restricted Certified U.S. Mail

September 19, 2012

EXHIBIT 5

Mr. Andy Miller
ASM Sports
920 Undercliff Avenue
Edgewater, NJ 07020

Dear Mr. Miller:

As an NCAA member institution, North Carolina State University is firmly committed to conducting its intercollegiate athletics program in compliance with NCAA rules. These rules hold NC State responsible for the actions of those who are identified under NCAA legislation to be representatives of NC State's athletics interests, which includes those who promote our athletics program by providing financial and other kinds of support. NCAA rules prohibit representatives of NC State's athletic interests, agents or runners from providing any benefits to NC State student-athletes that are not expressly authorized by NCAA legislation.

During our 2010 investigation of AAU coach Mr. Desmond Eastmond, we contacted you and asked if Desmond Eastmond worked for you and you denied any association with him. Your denial is contrary to recent NCAA reports indicating that Desmond Eastmond and other AAU coaches work closely with you and your business. This subsequent revelation is troubling and creates a vulnerability for NC State Athletics that we cannot tolerate.

In light of the foregoing information and in order to decrease the potential of future violations, NC State is disassociating both you and any businesses that you own from our intercollegiate athletics program effective as of the date of this letter. This disassociation shall be effective for a period of 10 years at which time you may petition NC State to reassess this determination.

By virtue of this disassociation, NC State is now notifying you that the following parameters must be initiated:

- 1) No financial or in-kind assistance accepted from you or any of your businesses for our intercollegiate athletics program or any specific intercollegiate sport (e.g., no membership in the North Carolina State Student Aid Association, Inc. d/b/a Wolfpack Club and no business sponsorships);

ASK BEFORE YOU ACT

- 2) No athletics benefit or privilege that is not generally available to the public at large, which specifically includes being barred from receiving complimentary tickets from student-athletes, coaches or staff members;
- 3) No ability for you or businesses you own to purchase season tickets for any sport or to lease football or basketball suites;
- 4) No access or entry to any non-public areas of any athletics facility, which includes the Murphy Football Center, the Weisiger-Brown Athletic Facility and Dail (Basketball) Center, or other NC State athletics facilities at any time;
- 5) No communication with any employees of the Department of Athletics and all representatives of the Wolfpack Club regarding any NC State athletics matter other than the enforcement of the conditions set forth in this letter;
- 6) No contact with our current and future student-athletes in all sports for any purpose during the period of disassociation. This ban extends to all forms of in-person contact and all known or future methods of communication, and
- 7) No provision of any benefits by you or any of your businesses to NC State's current or prospective student-athletes, including anything of monetary value.

If you fail to follow these directives, we will seek to take all necessary legal action against you. If you have any questions concerning this matter, please contact me at 919-515-0604 or at carrie_doyle@ncsu.edu.

Sincerely,

A handwritten signature in black ink that reads "C.A. Doyle". The signature is written in a cursive, slightly stylized font.

Carrie A. Doyle
Senior Associate Athletics Director for Compliance

cc: Mark Gottfried, Head Men's Basketball Coach
Tom O'Brien, Head Football Coach
Deborah Yow, Director of Athletics
NC State University Professional Sports Counseling Panel
Bobby Purcell, Executive Director, Wolfpack Club

SH

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: OCT 25 2018

UNITED STATES OF AMERICA,

-against-

S2 17-cr-686 (LAK)

EXHIBIT 6

JAMES GATTO,
MERL CODE,
CHRISTIAN DAWKINS

Defendants.

----- X

VERDICT FORM

Count One: Conspiracy to Commit Wire Fraud

JAMES GATTO:	<u>Not Guilty</u>	<u>Guilty</u> ✓
MERL CODE:	_____	_____ ✓
CHRISTIAN DAWKINS:	_____	_____ ✓

Count Two: Wire Fraud (University of Louisville)

JAMES GATTO:	<u>Not Guilty</u>	<u>Guilty</u> ✓
MERL CODE:	_____	_____ ✓
CHRISTIAN DAWKINS:	_____	_____ ✓

Count Three: Wire Fraud (University of Kansas)

JAMES GATTO:	<u>Not Guilty</u>	<u>Guilty</u> ✓
	_____	_____ ✓

Dated: 10-24, 2018

Juror No. 1 REDACTED Juror No. 7 REDACTED

Juror No. 2 REDACTED Juror No. 8 REDACTED

Juror No. 3 REDACTED Juror No. 9 REDACTED

Juror No. 4 REDACTED Juror No. 10 REDACTED

Juror No. 5 REDACTED Juror No. 11 REDACTED

Juror No. 6 REDACTED Juror No. 12 REDACTED

UNITED STATES DISTRICT COURT

Southern District of New York

EXHIBIT 7

UNITED STATES OF AMERICA

v.

THOMAS GASSNOLA

JUDGMENT IN A CRIMINAL CASE

Case Number: 1:18 CR 252-01 (LAK)

USM Number: 01784-138

Mr. Daniel D. Kelly, Esq. (413) 733-0770

Defendant's Attorney

THE DEFENDANT:

- pleaded guilty to count(s) One
- pleaded nolo contendere to count(s) _____
which was accepted by the court.
- was found guilty on count(s) _____
after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 U.S.C. 1349	Conspiracy to Commit Wire Fraud	12/31/2017	One

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- The defendant has been found not guilty on count(s) _____
- Count(s) _____ is are dismissed on the motion of the United States.

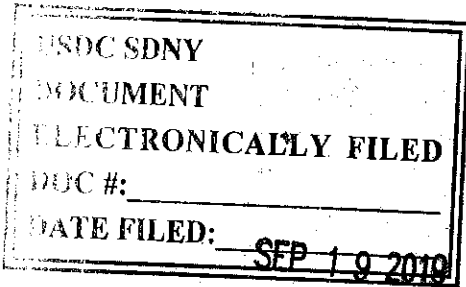
It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

9/10/2019
Date of Imposition of Judgment

[Signature]
Signature of Judge

Hon. Lewis A. Kaplan, U.S.D.J.
Name and Title of Judge

9/19/19
Date



DEFENDANT: THOMAS GASSNOLA
CASE NUMBER: 1:18 CR 252-01 (LAK)

IMPRISONMENT

The defendant is hereby committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of:

Time Served.

The court makes the following recommendations to the Bureau of Prisons:

The defendant is remanded to the custody of the United States Marshal.

The defendant shall surrender to the United States Marshal for this district:

at _____ a.m. p.m. on _____.

as notified by the United States Marshal.

The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

before 2 p.m. on _____.

as notified by the United States Marshal.

as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____
at _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: THOMAS GASSNOLA
CASE NUMBER: 1:18 CR 252-01 (LAK)

SUPERVISED RELEASE

Upon release from imprisonment, you will be on supervised release for a term of :

1 Year subject to the mandatory, standard, and following special conditions:

The defendant shall provide the probation officer with any financial information he or she may request.

The defendant shall not incur new credit charges or open additional lines of credit without the approval of the probation officer unless he/she is in compliance with the installment payment schedule previously imposed.

The defendant shall serve 2 months home detention to begin at the direction of Probation, During such time the defendant may only leave the home for purposes of employment, medical care, or any other activities approved by Probation in advance. The defendant will comply with electronic monitoring at the direction of Probation.

MANDATORY CONDITIONS

1. You must not commit another federal, state or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.
 - The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. *(check if applicable)*
4. You must make restitution in accordance with 18 U.S.C. §§ 3663 and 3663A or any other statute authorizing a sentence of restitution. *(check if applicable)*
5. You must cooperate in the collection of DNA as directed by the probation officer. *(check if applicable)*
6. You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C. § 20901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in the locatiou where you reside, work, are a student, or were convicted of a qualifying offense. *(check if applicable)*
7. You must participate in an approved program for domestic violence. *(check if applicable)*

You must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page.

DEFENDANT: THOMAS GASSNOLA
CASE NUMBER: 1:18 CR 252-01 (LAK)

STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.
4. You must answer truthfully the questions asked by your probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
12. You must follow the instructions of the probation officer related to the conditions of supervision.

U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. For further information regarding these conditions, see *Overview of Probation and Supervised Release Conditions*, available at: www.uscourts.gov.

Defendant's Signature _____

Date _____

DEFENDANT: THOMAS GASSNOLA
CASE NUMBER: 1:18 CR 252-01 (LAK)

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>JVTA Assessment*</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$ 100.00	\$	\$	\$ 342,437.75

The determination of restitution is deferred until _____. An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss**</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
Schedule of Victims Filed Under Seal	\$342,437.75	\$342,437.75	

TOTALS	\$ <u>342,437.75</u>	\$ <u>342,437.75</u>
---------------	----------------------	----------------------

Restitution amount ordered pursuant to plea agreement \$ _____

The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

The court determined that the defendant does not have the ability to pay interest and it is ordered that:

- the interest requirement is waived for the fine restitution.
- the interest requirement for the fine restitution is modified as follows:

* Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.
** Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: THOMAS GASSNOLA
CASE NUMBER: 1:18 CR 252-01 (LAK)

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A Lump sum payment of \$ 100.00 due immediately, balance due
 - not later than _____, or
 - in accordance with C, D, E, or F below; or
- B Payment to begin immediately (may be combined with C, D, or F below); or
- C Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F Special instructions regarding the payment of criminal monetary penalties:

The defendant shall pay 15% of his gross monthly income towards the satisfaction of restitution.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during the period of imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

- Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

JAMES GATTO (1), MERL CODE (2), and CHRISTIAN DAWKINS (3), in United States v. Gatto, 17 Cr. 686 (LAK), and MUNISH SOOD (1), in United States v. Sood, 18 Cr. 620 (KMW).

- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) JVT A assessment, (8) penalties, and (9) costs, including cost of prosecution and court costs.



Wednesday, May 22, 2019

Notices of allegations coming after hoops scandal

EXHIBIT 8

By Heather Dinich

WASHINGTON -- Following the highly publicized FBI investigation into corruption in college basketball, the NCAA's role will soon become more apparent, as notices of allegations "will be coming," Kevin Lennon, the NCAA's vice president of Division I Governance, said Wednesday.

"You don't get in the way of a federal investigation," he said during a meeting of the Knight Commission on Intercollegiate Athletics. "Activity was going on during that span that was within our purview, but now that the court cases are done, now we're in a position where you're likely to see notices of allegations going to institutions that have violated NCAA rules, etc. I think you can anticipate notices of allegations will be coming."

Lennon declined to give any specific timetable, other than "in due time and I think fairly quickly."

The NCAA launched investigations into at least Arizona, Kansas, NC State and Louisville following the October trials. They have requested all documents the schools submitted to the federal government in response to subpoenas and have conducted interviews on and off campus.

"One of the tricky parts is that third parties were predominantly identified by the Southern District of New York," Lennon said. "That's a very challenging aspect. Third parties who were a primary focus of the investigation are not compelled or may [not] even be interested in speaking to the NCAA, so that represents a challenge, but activity has been going on and you're going to see the fruits of that NCAA structure in due time and I think fairly quickly."

Wednesday's meeting agenda focused heavily on college basketball and the changes that will or already have been implemented as a direct result of the Rice Commission's report in April 2018.

"In our view, the NCAA stepped up and we see real impact," Knight Commission co-chair Carol A. Cartwright said. "We see what they are done and are impressed with the list that's been created so far of real action."

There has been some public backlash, though, as former Louisville coach Rick Pitino is the only head coach who has been fired.

One of reforms that resulted from the Knight Commission was accountability, and stated that coaches and staff "face significant penalties if they break the rules." But Notre Dame coach Mike Brey, who was on a panel Wednesday and is the president of the board of directors for the NABC, wanted to know why "there's been no hammer from the top of campus."

Brey asked, "Why hasn't an athletic director or a president acted in some of these current cases?" He later clarified that he wasn't referring to any one specific coach or incident.

"I think a lot of our coaches want to know why hasn't the hammer come down? I'm a little naïve to it. Is it legal stuff? A lot of lawyers? I think our profession would love to see the hammer be dropped on some of these situations. We need an explosion back."

Knight Commission co-chair Arne Duncan said there has been "an absence of strong leadership" at all levels.

"I think those are all very fair critiques," Duncan said. "There's also the question Mike raised for the coaches themselves, could they regulate themselves? Could they police themselves? Coaches, ADs, presidents ... there are lots of points here where people could step up, provide some leadership and some moral authority that has far too often been really lacking."

Cartwright said it's up to the campuses to "send those strong signals because tone at the top really matters."

"When you release a coach for reasons other than W's, you send a pretty important signal about the values in your program," she said.

Lennon said that campuses are free to make their own decisions based on the information they have available -- without any input from the NCAA.

"Those are decisions campuses make all of the time as they evaluate the credibility of the information they receive from staff members," he said, "and those are institutional determinations they need to make that are independent of the notice of allegation requirements."



At least six college basketball programs will be notified of major NCAA violations by this summer

An NCAA official tells CBS Sports two high-profile programs will receive a notice of allegations by early July

by [Dennis Dodd](#) @dennisdoddcbcs Jun 12, 2019 at 3:57 pm ET • 5 min read



USATSI

Never-Too-Early Top 25



Gary Parrish breaks down his [Never-Too-Early Preseason Top 25](#) for next season.



ORLANDO, Fla. -- At least six Division I men's basketball programs will receive notices of allegations for Level I violations from the NCAA by the summer, stemming from the federal government's recently completed investigation of the sport, a top NCAA official told CBS Sports.



Stan Wilcox, NCAA vice president for regulatory affairs, said two high-profile programs would receive notices of allegations by early July.

The remaining four would be rolled out later in the summer in what was described as a wave of NCAA investigations meant to clean up major-college basketball.

see consequences."

Level I violations are considered the most serious by the NCAA. They carry the strongest punishments that can include scholarship reductions, postseason bans and show-cause orders against coaches. According to the NCAA, a [notice of allegations](#) is sent after an investigation has closed.



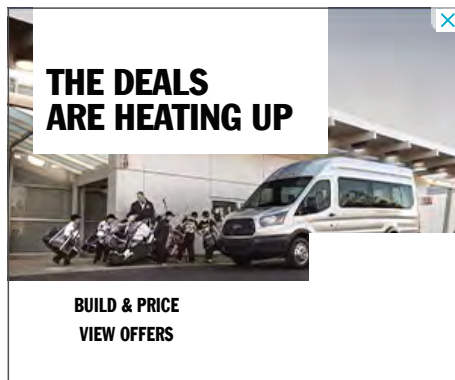
It has previously been reported that at least [Kansas](#), [Arizona](#) and [Louisville](#) had been under NCAA investigation.

At least 20 schools were mentioned during the course of the FBI's investigation. Among others were [Oklahoma State](#), USC, [Auburn](#) and LSU.

He would not name any of the schools involved.

"I would just say that it's clear when you look at the number of cases that were listed by the Southern District of New York, those numbers are more than likely be reflected in the number of cases that are going to be moving forward," said Wilcox, a former Florida State athletic director and Notre Dame basketball player.

When the original FBI indictments were handed down in September 2017, there were reports that top head coaches would be implicated in wrongdoing.



NCAA rules now make head coaches responsible for wrongdoing within their program.

"Those top coaches that were mentioned in the trials where the information shows what was being said was a violation of NCAA rules, yes. They will be all part of these notices of allegations," Wilcox said.

"So now that's it over, we're going to be moving forward with a number of Level I cases that will help people realize that, 'Yeah, the enforcement staff was in a position to move forward,'" Wilcox said.

These new cases will be subject to new NCAA policies adopted through the recommendations made by the Rice Commission, Wilcox said.

Up to five of the most serious cases annually now will be decided by an infractions committee that will now include persons outside of the NCAA. That policy goes into effect Aug. 1.

"They could be more restrictive or less restrictive," Wilcox said. "I wouldn't want to be the first institution to go through that process."

Wilcox was in Orlando on Wednesday as a panelist speaking on NCAA issues at the National Association of Collegiate Directors of Athletics convention.

Part of his duties include overseeing NCAA enforcement.

The FBI announced in September 2017 it had indicted 10 persons -- including four assistant coaches -- on charges of bribery and fraud. The cases wrapped up this year with assistant coaches at Auburn, Arizona, USC and Oklahoma State pleading guilty to conspiracy to commit bribery.

Aspiring agent Christian Dawkins and Adidas consultant Merle Code were [found guilty](#) in two separate trials on fraud and bribery charges. Former adidas executive Jim Gatto was found guilty of conspiracy to commit wire fraud against Louisville and Kansas.

NCAA's intentions in the FBI cases.

"It's a great opportunity for the enforcement staff, the committee on infractions, as well as our whole community to now try to ... put things back where they need to be," Wilcox said.

The federal government's intervention and prosecution of the cases raised questions whether the pay-for-play conduct was even a crime.

They certainly seem to be NCAA violations. The FBI investigation exposed what was long known to be a widespread culture of cheating at least the high levels of college basketball.

In a way, the FBI [may have made violation of NCAA rules a federal crime](#).

"The membership, particularly the coaching community, have been frustrated," Wilcox said. "Those cases started 2017? We're now in '19. They want action."

Lennon told the Knight Commission last month: "You don't get in the way of a federal investigation. Activity was going on during that span that was within our purview, but now that the court cases are done, now we're in a position where you're likely to see notices of allegations going to institutions that have violated NCAA rules."

It is rare for any NCAA official to speak publicly about ongoing investigations. In fact, it is against protocol for officials to speak about a specific ongoing case.

In may be with such proclamations, the NCAA is sending a message that it is serious regarding what is arguably the worst cheating scandal in

The NCAA did change its rules allowing it take information from a trial and apply it to ongoing investigations. Previously, NCAA investigators had to develop information for themselves that had been revealed in court or by media accounts.

"I'm very excited to see that process move around," NCAA President Mark Emmert said during the Final Four in April. "It's finally the case now that we can take and receive information and evidence from other proceedings ... and directly import them into our investigatory work."

Earlier this year, the NCAA petitioned the FBI for more information relating to the cases. Wilcox said there was some NCAA frustration in not getting all that information from the trials.

One of the most significant pieces of information to emerge from the trials was a wire tap [involving Kansas assistant Kurt Townsend](#).

On it, Townsend can be heard discussing the exact financial arrangement it would take to land then-No. 1 recruit [Zion Williamson](#). However, that call wasn't entered into evidence in the trial.

"Any wiretap that was introduced into evidence [we can use]," Wilcox said. "It wasn't. That was leaked. We don't have access to that."

"We can use the information that was put in the media but ... we would take that information and when we sit down and talk with the coach we would use that as [a talking point]."

Wilcox made a point to say the NCAA had "individuals" in court during the multiple trials "listening to everything that was said."



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Dennis Dodd
CBS Sports Senior Writer



Dennis Dodd has covered college football for CBS Sports since it was CBS SportsLine in 1998. He is one of only seven media members to attend all 16 BCS title games and has chronicled conference realignment... **FULL BIO**

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CHARGE

EXHIBIT 10

1 CHARGE

2 THE COURT: OK. You folks are about to perform your

3 final function as jurors. My instructions to you are in four

4 parts. First, I am going to describe the law to be applied to

5 the facts as you find the facts to have been established by the

6 proof; second, I will instruct you about the trial process;

7 third, I will speak to you concerning your evaluation of

8 evidence; and, finally, I'll speak to you about the conduct of

9 your deliberations.

10 You are welcome to take notes. I alert you also,

11 however, that you will all have typewritten copies of these

12 instructions in the jury room.

13 The defendants, James Gatto, Merl Code, and Christian

14 Dawkins, are formally charged in what's called an indictment.

15 An indictment is merely an accusation. It's not evidence.

16 It's not proof of anybody's guilt. It doesn't create any

17 presumption. It doesn't permit any inference that the

18 defendants are guilty.

19 Each count in the indictment charges a different

20 crime. You must consider each count separately and return a

21 separate verdict of guilty or not guilty for each defendant on

22 each count in which the defendant is charged. Whether you find

23 a defendant guilty or not guilty as to one offense should not

24 affect your verdict as to the other offenses. Similarly,

25 whether you find one defendant guilty or not guilty to one of

Iamdgat1

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1 the charges should not affect your verdict as to the other
2 defendants charged with the same offense.

3 There are three counts in this indictment. Count One
4 charges all three defendants with participating in a conspiracy
5 to commit mail fraud. Count Two charges all the defendants
6 with wire fraud in connection with an alleged scheme to defraud
7 the University of Louisville. Count Three charges James Gatto
8 with wire fraud in connection with an alleged scheme to defraud
9 the University of Kansas.

10 My law clerk, Rachel, hands me a note saying I said
11 "mail fraud" instead of "wire fraud." I do it again. Anytime
12 I say mail fraud, it is a mistake. It is wire fraud. The two
13 statutes are substantially identical except one involves
14 telephones and wires, one involves mail, and we probably try
15 more mail frauds than wire frauds. What can I say? It is a
16 habit.

17 With any criminal charge, there are certain basic
18 facts that the government must prove beyond a reasonable doubt
19 before a defendant may be found guilty. Those basic, necessary
20 facts are called the essential elements of the charge.

21 The defendants have pleaded not guilty to the charges
22 in the indictment. The burden is on the prosecution to prove
23 guilt beyond a reasonable doubt. That burden never shifts to
24 the defendants.

25 The law presumes each of the defendants to be innocent

Iamdgat1

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1 of the charges against him. I therefore instruct you that each
2 defendant is presumed innocent throughout your deliberations
3 until such time, if ever, that you as a jury are satisfied that
4 the government has proved that defendant guilty beyond a
5 reasonable doubt. If the government does not sustain its
6 burden on one or more counts, you must find the defendant not
7 guilty on that count or counts.

8 I have said that the government must prove the
9 defendant guilty beyond a reasonable doubt -- each defendant,
10 of course. A reasonable doubt is a doubt based on reason and
11 common sense. It is a doubt that a reasonable person would
12 have after carefully weighing all the evidence, or lack of
13 evidence. It is a doubt that would cause a reasonable person
14 to hesitate to act in a matter of importance in his or her own
15 personal life. Proof beyond a reasonable doubt, therefore, is
16 proof of such a convincing character that a reasonable person
17 would not hesitate to rely and act upon it in the most
18 important of his or her own affairs.

19 If, after fair and impartial consideration of all the
20 evidence, you have a reasonable doubt about a defendant's guilt
21 with respect to a charge in the indictment, it is your duty to
22 acquit the defendant on that charge. On the other hand, if
23 after fair and impartial consideration of all the evidence or
24 lack of evidence, you are satisfied of a defendant's guilt on a
25 particular charge beyond a reasonable doubt, you should vote to

Iamdgat1

Charge

1 convict on that charge.

2 Let me turn to the indictment.

3 As I have told you, Count One of the indictment
4 charges the defendants with the crime of conspiracy. The other
5 two counts charge what we call substantive crimes.

6 As I explained to you a couple of weeks ago now, a
7 conspiracy is a little different from a substantive count. A
8 conspiracy charge, generally speaking, alleges that two or more
9 persons agreed together to accomplish some unlawful objective.
10 The focus of a conspiracy count, therefore, is on whether there
11 was an unlawful agreement. A substantive count, on the other
12 hand, charges a defendant with the actual commission, or with
13 causing someone else to engage in certain actions necessary for
14 the actual commission, of an offense. A substantive offense
15 therefore can be committed by a single person. It need not
16 involve any agreement with anyone else.

17 A conspiracy to commit a crime is an entirely separate
18 and different offense from a substantive crime, the commission
19 of which may be an objective of a conspiracy. And since the
20 essence of the crime of conspiracy is an agreement or an
21 understanding to commit a crime, it doesn't matter if the
22 crime, the commission of which was the objective of the
23 conspiracy, ever was actually committed. In other words, if a
24 conspiracy exists and certain other requirements are met, the
25 conspiracy is punishable as a crime even if its purpose is not

Iamdgat1

Charge

1 established or accomplished. Consequently, in a conspiracy
2 charge, there is no need to prove that the crime or crimes that
3 were the objective or objectives of the conspiracy actually
4 were committed.

5 By contrast, conviction on a substantive count
6 requires proof that the crime charged actually was committed or
7 attempted, but it does not require proof of an agreement.

8 With respect to the substantive counts, you should be
9 aware also that there are three alternative theories on the
10 basis of which you may find a defendant guilty. While I am
11 going to explain these three theories in more detail, I want to
12 take a very brief moment to outline them briefly.

13 The government's first theory is that one or more of
14 the defendants committed a substantive crime charged in the
15 indictment. The second theory is that one or more of the
16 defendants, with criminal intent, willfully caused someone else
17 to engage in certain actions that resulted in the commission of
18 a substantive crime charged in the indictment. I am going to
19 refer to both of those two theories that I just outlined for
20 you as involving a claim that a defendant is guilty of a crime
21 as a principal.

22 The third theory is that someone other than a
23 defendant charged in the indictment with a particular
24 substantive crime committed that crime and the defendant you
25 are considering aided and abetted the commission of that crime.

Iamdgat1

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1 I will refer to that theory as a claim that the defendant is
2 guilty of a crime as an aider and abettor.

3 Now, for the sake of convenience, in organizing my
4 instructions to you, I'm going to instruct you first with
5 respect to the two counts that charge substantive crimes,
6 Counts Two and Three. I'll instruct you initially on the first
7 two theories of liability, namely, that the defendants are
8 guilty as principals of the substantive crimes charged in the
9 indictment (as the counts apply to each defendant) either
10 because they themselves committed the substantive crimes or
11 because they, with criminal intent, caused someone else to
12 commit the substantive crimes. I then will instruct you on the
13 third theory of liability -- that is, the alternative theory
14 that the defendants are guilty as aiders and abettors.
15 Finally, I will instruct you on the conspiracy count.

16 Now, as I instructed you at the beginning of this
17 trial, certain of the conduct at issue here allegedly violated
18 rules of the NCAA, including rules on amateurism. So, you have
19 heard testimony and were shown exhibits regarding NCAA rules,
20 and you in fact have the whole NCAA Division I manual in
21 evidence.

22 Now, the purpose of this trial is not to determine
23 whether the NCAA amateurism and recruiting rules are good or
24 bad. During your deliberations, you must apply my instructions
25 on the law to the facts that you find the government has proved

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1 beyond a reasonable doubt. Any views or opinions you might
2 have about the wisdom or the fairness of any NCAA rules have no
3 bearing on this case whatsoever and should not be considered by
4 you in any respect during your deliberations. You should
5 disregard also any arguments made by the lawyers about the
6 wisdom or fairness of those rules.

7 In addition, I instruct you that a violation of an
8 NCAA rule, by itself, is not a violation of the law. This
9 case, however, is not about whether violations of NCAA rules
10 occurred. There is no dispute that NCAA rules were violated.
11 Rather, this case essentially is about whether the universities
12 that are alleged to have been victims or intended victims of
13 the crimes that are charged in the indictment were fraudulently
14 misled about whether violations of NCAA rules had occurred. I
15 will give you more detailed instructions on this point in a
16 moment, which you will follow in all respects.

17 Now, let me make one final point before I begin my
18 specific instructions on the counts charged in the indictment.
19 Each of the alleged victims and intended victims of the crimes
20 charged in the indictment is a university. Universities, of
21 course, are not human beings. They can think or act only
22 through their agents -- that is to say, their officers, their
23 employees, and their other authorized representatives. So, the
24 knowledge, the intentions, the statements, and the actions of a
25 university officer, employee, or other representative -- and

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1 that includes basketball coaches -- are considered to be those
2 of the university to the extent, but only to the extent, that
3 the officer, employee, or other representative is, first of
4 all, acting within the scope of the authority of that officer,
5 agent, or representative and, second of all, without any
6 purpose to profit personally or otherwise benefit him or
7 herself in a manner that is not fully aligned with the
8 interests of the university.

9 Now, we come to Counts Two and Three, the two
10 substantive wire fraud counts.

11 Count Two charges that from at least in or about
12 May 2017, up to and including in or about September 2017,
13 Messrs. Gatto, Code, and Dawkins each participated in a scheme
14 to defraud the University of Louisville of athletic scholarship
15 funds and of the right to control the use of its assets,
16 including the ability to decide how to allocate a limited
17 number of athletic scholarships, by making, or causing to be
18 made, material misrepresentations, using interstate wires, in
19 connection with obtaining a scholarship from the University of
20 Louisville for Brian Bowen, Jr. to play basketball for the
21 University of Louisville.

22 Count Three charges that from at least in or about
23 October 2016, up to and including in or about November 2017,
24 Mr. Gatto participated in a scheme to defraud the University of
25 Kansas of athletic scholarship funds and of the right to

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1 control the use of its assets, including the ability to decide
2 how to allocate a limited number of athletic scholarships, by
3 making, or causing to be made, material false representations,
4 using interstate wires, in connection with obtaining a
5 scholarship from the University of Kansas for Billy Preston to
6 play basketball for that school.

7 For each of these two counts the government must prove
8 the following three elements:

9 First, it must prove that there was a device, scheme,
10 or artifice to defraud the relevant university of money or
11 property by false or fraudulent pretenses, representations or
12 promises. It must prove, second, that the defendant you are
13 considering knowingly and willfully participated in the device,
14 scheme, or artifice to defraud, with knowledge of its
15 fraudulent nature, and with specific intent to defraud. It
16 must prove, third, that is in the execution of that device,
17 scheme, or artifice, the defendant you are considering used, or
18 caused to be used, interstate wires.

19 The first element the government must prove beyond a
20 reasonable doubt is the existence of a device, scheme, or
21 artifice to defraud the victim of money or property by false or
22 fraudulent pretenses, representations or promises. In Count
23 Two, the alleged victim is the University of Louisville. In
24 Count Three, the alleged victim is the University of Kansas.
25 The instructions on the elements that the government must prove

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1 beyond a reasonable doubt to establish wire fraud are the same
2 on both counts. The only difference is the victim.

3 Now, let me define some of the terms specific to wire
4 fraud that I have used.

5 "Fraud" is a general term. It is a term that includes
6 all of the possible means by which a person seeks to gain some
7 unfair advantage over the victim by intentional
8 misrepresentation or false pretenses.

9 A "device, scheme, or artifice to defraud" is any
10 plan, device, or course of action to deprive another of money
11 or property by means of false or fraudulent pretenses,
12 representations, or promises. It is, in other words, a plan to
13 deprive another of money or property by trick, deceit,
14 deception, swindle, or overreaching.

15 A representation is false if it is true at the time
16 when it was made. A statement also may be false if it is
17 ambiguous or incomplete in a manner that makes what is said, or
18 represented, misleading or deceptive. A representation or
19 statement is fraudulent if it was made falsely and with the
20 intent to deceive.

21 Now, the government in this case says that the
22 fraudulent scheme, charged in each of Count Two and Count
23 Three, was carried out by two different means. The first
24 means, that the government argues, is that the student-athletes
25 who received athletic scholarships from the University of

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1 Louisville or the University of Kansas, as the case may be,
2 made false representations in the form of certifications to
3 those universities. The second means is that the parents of
4 the student-athletes who got athletic scholarships from the
5 universities in question made false representations, also in
6 the form of certifications to the universities. Now, the
7 instructions here are a little bit different depending on your
8 consideration of whether a false statement was made by a
9 student-athlete or by a parent of a student-athlete.

10 As to the student-athletes, there is no contention in
11 this case that the student-athletes knew that any
12 certifications they signed and submitted to the universities
13 were false at the time that they were signed and submitted. In
14 other words, there is no contention that the student-athletes
15 themselves were trying to deceive the universities because they
16 didn't know that they were making any false statements.
17 Instead, the government alleges that the alleged false
18 certifications submitted by the student-athletes served as the
19 means for a scheme to defraud because of the defendants' roles
20 in causing those false statement to be made. I therefore
21 instruct you that, to the extent the existence of an alleged
22 scheme to defraud is based on an allegedly false certification,
23 signed and submitted by a student-athlete, the government must
24 prove beyond a reasonable doubt that the defendant you are
25 considering, with the specific intent to defraud the university

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Charge

1 in question, willfully caused the making of the false
2 certification by the student-athlete. I will explain the
3 concepts of "intent to defraud" and "willful causation" to you
4 in a few minutes.

5 My instructions are the same for any allegedly false
6 certification submitted by a parent if you find beyond a
7 reasonable doubt that the parent did not know that the
8 certification was false at the time that the parent signed and
9 submitted it. To the extent the existence of a scheme to
10 defraud is based on such a false certification, the government
11 must prove beyond a reasonable doubt that the defendant you are
12 considering, with the specific intent to defraud the university
13 in question, willfully caused the parent of the student-athlete
14 to make the false certification.

15 Now, a different instruction applies, however, if the
16 existence of a scheme to defraud is based on an allegedly false
17 certification signed by a parent who knew that the
18 certification was false when the parent signed and submitted
19 it. In that case, you may find that a scheme to defraud
20 existed on the basis of that certification -- provided that the
21 government has proved beyond a reasonable doubt each of the
22 other requirements on which I instruct you in respect of the
23 first element of wire fraud; that is to say, if the government
24 proves beyond a reasonable doubt either, first, that the
25 defendant you are considering, with the specific intent to

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Charge

1 defraud the university in question, willfully caused the parent
2 to make the false certification or, secondly, that the parent
3 who signed and submitted the certification knew that the
4 certification was false when the parent signed and submitted
5 it.

6 But the existence of a false statement is not the end
7 of your inquiry. For any false or fraudulent representation to
8 be a basis for a scheme to defraud, the government must prove
9 beyond a reasonable doubt also that the false or fraudulent
10 representation relates to a material fact or matter. A
11 material fact is one that would reasonably be expected to
12 influence, or that is capable of influencing, the decision of
13 the decision-making person or entity to which it was directed.

14 Now, in this case, the "decision-making entity" to
15 which false or fraudulent representations allegedly were
16 directed is the University of Louisville in Count Two and the
17 University of Kansas in Count Three. I previously instructed
18 you that universities can think and act only through their
19 authorized agents who are acting without any purpose to profit
20 personally or otherwise to benefit him- or herself in a manner
21 that is not fully aligned with the interests of the university.
22 You should apply that instruction here.

23 This mean that, for purposes of Count Two, if you find
24 beyond a reasonable doubt that a false or fraudulent
25 representation was made, you must determine whether that

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Charge

1 representation was one that was capable of influencing the
2 appropriately authorized and unconflicted officers or employees
3 of the University of Louisville in deciding whether to provide
4 a scholarship to Brian Bowen, Jr. For purposes of Count Three,
5 if you find beyond a reasonable doubt that a false or
6 fraudulent representation was made, you must determine whether
7 that representation was one that was capable of influencing the
8 appropriately authorized and unconflicted officers or employees
9 of the University of Kansas in deciding whether to provide a
10 scholarship to Billy Preston. The same principle applies to
11 statements that are misleadingly or deceptively ambiguous or
12 incomplete.

13 Now, it is not necessary for the government to prove
14 that any particular person actually relied upon, or actually
15 suffered damages as a consequence of, any false or fraudulent
16 representation. Nor do you need to find that the defendant you
17 are considering profited from the fraud. Here again my
18 instructions differ somewhat depending on whether the
19 individual who made a false representation (to the extent you
20 find that any such false representation actually was made) knew
21 that the representation was false at the time they made it. If
22 you find beyond a reasonable doubt that a false representation
23 was made by an individual who did not know that the
24 representation was false, you must find that the defendant you
25 are considering willfully caused the false representation to be

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1 made as part of a fraudulent scheme in the expectation that it
2 would be relied upon by the university in question. If you
3 find beyond a reasonable doubt that a false representation was
4 made by an individual who did not know that the representation
5 was false, you must find that the individual made that false
6 representation as part of a fraudulent scheme in the
7 expectation that it would be relied upon by the university in
8 question. In either case, you must concentrate on whether
9 there was such a scheme, not on the consequences of the scheme.

10 I instruct you further that in determining whether a
11 scheme to defraud existed, it is irrelevant whether you believe
12 that the university in question might have discovered the fraud
13 if it had looked more closely or probed more extensively. A
14 victim's negligence or gullibility in failing to discover a
15 fraudulent scheme is not a defense to wire fraud. On the other
16 hand, a finding that a university intentionally turned a blind
17 eye to certain kinds of representations when making decisions
18 about scholarships may be relevant to the materiality of the
19 representations.

20 Finally, the government, in order to satisfy this
21 first element of substantive wire fraud, must prove beyond a
22 reasonable doubt that the alleged scheme contemplated depriving
23 the victim -- that is to say, the University of Louisville in
24 Count Two and the University of Kansas in Count Three -- of
25 money or property. It is no doubt obvious that property

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1 includes tangible property interests, such as physical
2 possession of an object or of money. But a victim can be
3 deprived of money or property also when it is deprived of the
4 ability to make an informed economic decision about what to do
5 with its money or property -- in other words, when it is
6 deprived of the right to control the use of its assets. I
7 instruct you that a victim's loss of the right to control the
8 use of its assets constitutes deprivation of money or property
9 if, and only if, the scheme could have caused or did cause
10 tangible economic harm to the victim.

11 A scheme to defraud does not have to be shown by
12 direct evidence. It can be established by all the facts and
13 circumstances in a case.

14 Now we move on to the second element of substantive
15 wire fraud. It is a lot shorter.

16 The second element that the government must prove
17 beyond a reasonable doubt to establish substantive wire fraud
18 is that the defendant you are considering knowingly and
19 willfully participated in the scheme, device, or artifice to
20 defraud, with knowledge of its fraudulent nature and with
21 specific intent to defraud.

22 To act "knowingly" means to act intentionally and
23 voluntarily, and not because of ignorance, mistake, accident or
24 carelessness.

25 To act "willfully" means to act with knowledge that

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1 one's conduct is unlawful and with the intent to do something
2 the law forbids, that is to say, with the bad purpose to
3 disobey or disregard the law. "Unlawfully" simply means
4 contrary to law. In order to know of an unlawful purpose, a
5 defendant does not have to know that he was breaking any
6 particular law or any particular rules. He needs to have been
7 aware only of the generally unlawful nature of his actions.

8 To prove that the defendant you are considering acted
9 with specific intent to defraud, the government must prove that
10 he acted with intent to deceive for the purpose of depriving
11 the relevant University of something of value. As I mentioned
12 earlier, that may include the right to control money or
13 property if the loss of the right to control money or property
14 could have resulted or did result in tangible economic harm to
15 the university. The government doesn't have to prove that the
16 university actually was harmed, only that the defendant you are
17 considering contemplated some actual harm or injury to the
18 university in question. In addition, the government need not
19 prove that the intent to defraud was the only intent of the
20 defendant you are considering. A defendant may have the
21 required intent to defraud even if the defendant was motivated
22 by other lawful purposes as well.

23 To participate in a scheme means to engage in it by
24 taking some affirmative step to help it succeed. Merely
25 associating with people who are participating in a scheme --

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1 even if the defendant you are considering knew what they were
2 doing -- is not participation.

3 It is not necessary for the government to establish
4 that the government -- excuse me -- that the defendant you are
5 considering originated the scheme to defraud. It is sufficient
6 if you find that a scheme to defraud existed, even if someone
7 else originated it, and that the defendant, while aware of the
8 scheme's existence, knowingly and willfully participated in it
9 with intent to defraud. Nor is it required that the defendant
10 you are considering participated in or had knowledge of all of
11 the operations of the scheme. The responsibility of the
12 defendant is not governed by the extent of his participation.
13 For example, it is not necessary that the defendant have
14 participated in the alleged scheme from the beginning. A
15 person who comes in at a later point with knowledge of the
16 scheme's general operation, although not necessarily all of its
17 details, and who intentionally acts in a way to further the
18 unlawful goals, becomes a participant in the scheme and is
19 legally responsible for all that may have been done in the past
20 in furtherance of the criminal objective and all that is done
21 subsequently.

22 Even if the defendant you are considering participated
23 in the scheme to a degree less than others, he nevertheless is
24 equally guilty as long as the defendant knowingly and willfully
25 participated in the scheme to defraud with knowledge of its

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1 general scope and purpose and with specific intent to defraud.

2 Now, because an essential element of the crime
3 charged, both in Count Two and Count Three, is intent to
4 defraud, it follows that good faith on the part of a defendant
5 that you are considering is a complete defense to the charge of
6 wire fraud. An honest belief in the truth of the
7 representations made or caused to be made by a defendant is a
8 complete defense, however inaccurate the statements may turn
9 out to be. Similarly, it is a complete defense if a defendant
10 held an honest belief that the universities were not being
11 deprived of the ability to make an informed economic decision
12 in such a way as to expose them to a risk of tangible economic
13 harm. Likewise, if you determine that a defendant held an
14 honest belief that he could facilitate a payment to a family of
15 a student-athlete without affecting the eligibility of that
16 student-athlete to play in basketball games sponsored by the
17 NCAA, you may find that such defendant lacked intent to
18 defraud.

19 A defendant has no burden to establish a defense of
20 good faith; it remains the government's burden to prove
21 fraudulent intent and the consequent lack of good faith beyond
22 a reasonable doubt. However, in considering whether or not a
23 defendant acted in good faith, you are instructed that an
24 honest belief on the part of the defendant, if such a belief
25 existed, that ultimately everything would work out to the

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1 benefit of the universities does not necessarily mean that the
2 defendant acted in good faith. If the defendant you are
3 considering knowingly and willfully participated in the scheme
4 with the intent to deceive the university in question for the
5 purpose of depriving it of money or property (including the
6 right to control money or property if such loss of the right to
7 control could have resulted in tangible economic harm), even if
8 only for a period of time, then no amount of honest belief on
9 the part of the defendant that the university ultimately would
10 be benefited will excuse false representations that a defendant
11 willfully caused to be made.

12 Now, as to certain of the universities, one or more of
13 the defendants contends that they lacked intent to defraud
14 because they acted in good faith at the request of one or more
15 university basketball coaches. An individual who does not work
16 for a university and who engages in (otherwise legal) conduct
17 to mislead the university lacks an intent to defraud the
18 university if three things are true: First, he or she was
19 acting at the request of an agent of the alleged victim
20 university; second, the agent had apparent authority to make
21 that request; and, third, the agent appeared to be unconflicted
22 and acting in good faith for the benefit of the victim
23 university and not to serve his or her own interests in a
24 manner that was not fully aligned with the interests of the
25 university. I am now going to discuss each of these concepts

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1 in more detail.

2 As to the first point, it is for you to determine
3 whether the defendant that you are considering reasonably
4 understood that one or more university coaches had requested
5 that the defendant facilitate a payment to a student-athlete or
6 his family.

7 As to the second point, an agent of a university
8 generally has apparent authority to make a request of an
9 outside party on behalf of that university if actions taken by
10 other authorized representatives of the university caused the
11 outside party reasonably to believe that the agent who made the
12 request had the authority to make that request on behalf of the
13 university. Again, because the burden to prove each
14 defendant's guilt lies with the government, assuming you find
15 that a defendant reasonably believed that a coach or another
16 agent requested that defendant to make or cause the making of a
17 payment to a student-athlete or his family, you then must
18 determine whether the government has proved beyond a reasonable
19 doubt that the defendant knew or should have known that the
20 university had not authorized the coach to ask the defendant to
21 make that payment or payments of that kind.

22 As to the third point, to the extent that you find
23 that a defendant reasonably understood a university coach to
24 have requested that the defendant make or cause the making of a
25 payment to a student-athlete or his family, you must determine

Iamdgat1

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1 also whether the government has proved beyond a reasonable
2 doubt that the defendant did not honestly believe that the
3 coach was unconflicted and acting in good faith. The question
4 of what a defendant believed about a university coach's
5 interests and intent is a question of fact for you to decide.
6 However, it might be helpful if I elaborate briefly on what it
7 means for an agent of a university to be unconflicted.

8 An agent of a university is unconflicted if his or her
9 actions are fully aligned with the interests of the university.
10 Anytime an agent takes an action, the agent might
11 simultaneously be acting for the benefit of the university for
12 whom the agent works and have an additional interest in
13 profiting personally or otherwise benefiting him or herself.
14 The agent's personal interests might be financial, they might
15 being nonfinancial in nature. To be unconflicted, the agent's
16 personal interests, to the extent the agent has any personal
17 interests, must be completely aligned with the interests of the
18 university. The agent may not sacrifice the interests of the
19 university in favor of his or her personal interests to any
20 extent.

21 (Continued on next page)

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23
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1 THE COURT: Now, the question of whether a person
2 acted knowingly, willfully and with intent to defraud is a
3 question of fact for you to determine, like any other fact
4 question. Direct proof of knowledge and fraudulent intent
5 almost never is available. Nor is it required. It would be a
6 rare case where it could be shown that a person wrote or stated
7 that as of a given time in the past he or she committed some
8 act with fraudulent intent. The ultimate facts of knowledge
9 and criminal intent, though subjective, may be established by
10 circumstantial evidence, based upon a person's outward
11 manifestations, his or her words, his or her conduct, his or
12 her acts, and all the surrounding circumstances disclosed by
13 the evidence and the rational or logical inferences that may be
14 drawn from it. You may also infer, but are not required to
15 infer, that people intend the natural and probable consequences
16 of their actions. Accordingly, when the necessary result of a
17 scheme is to injure others, fraudulent intent may be inferred
18 from the scheme itself. As I instructed you earlier,
19 circumstantial evidence, if believed, is of no less value than
20 direct evidence.

21 The third and final element that the government must
22 prove beyond a reasonable doubt is that the defendant you are
23 considering used, or caused to be used, interstate wires (for
24 example, phone calls, e-mail communications, or text messages)
25 in furtherance of the scheme to defraud the University of

IAM8GAT2

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1 Louisville, in the case of Count Two, and the University of
2 Kansas, in the case of Count Three.

3 The wire communication must be an interstate wire --
4 that is, it must pass between two or more states. The use of
5 the wire need not itself be a fraudulent representation. It
6 must, however, further or assist in some way in carrying out
7 the scheme to defraud.

8 It is not necessary for the defendant you are
9 considering to have been directly or personally involved in a
10 wire communication, as long as the communication was reasonably
11 foreseeable in the execution of the alleged scheme to defraud
12 in which the defendant is accused of participating. In this
13 regard, it is sufficient to establish this element of the crime
14 if the evidence justifies a finding that the defendant caused
15 the wires to be used by others. This does not mean that the
16 defendant must specifically have authorized others to make the
17 communication. When one does an act with knowledge that the
18 use of the wires will follow in the ordinary course of business
19 or where such use of the wires reasonably can be foreseen, even
20 though not actually intended, then he causes the wires to be
21 used.

22 Finally, if you find that a wire communication was
23 reasonably foreseeable and that the interstate wire
24 communication charged in the indictment took place, then this
25 element is satisfied even if it was not foreseeable that the

IAM8GAT2

Charge

1 wire communication would cross state lines.

2 As to each scheme alleged in Count Two and Count
3 Three, if you find that the government has failed to prove any
4 of the three elements of either count beyond a reasonable doubt
5 as to a particular defendant, then you must find that defendant
6 not guilty on that count. On the other hand, if you find that
7 the government has proved each element beyond a reasonable
8 doubt as to a particular defendant, then you should find that
9 defendant guilty on that count.

10 Now, as I instructed you earlier, the government's
11 second theory of liability on the substantive mail fraud
12 counts, Count Two and Count Three, is that the defendants are
13 guilty of the substantive crimes charged in those counts as
14 principals because they possessed the requisite criminal intent
15 and willfully caused someone else to engage in actions
16 necessary to commit the crimes. So I am now going to take a
17 minute to discuss what it means for a defendant to be guilty as
18 a principal through willful causation in the context of this
19 case.

20 It is the law of the United States -- and I quote --
21 "that whoever willfully causes an act to be done which, if
22 directly performed by that person, would be an offense against
23 the United States, is punishable as a principal."

24 So what does the term "willfully caused" mean? It
25 does not mean that the defendant you are considering must

IAM8GAT2

Charge

1 physically have committed the crime or supervised or
2 participated in the actual criminal conduct charged in the
3 indictment. Rather, anyone who causes the doing of an act
4 which if done by him directly would render him guilty of an
5 offense against the United States is guilty as a principal.
6 Accordingly, one who intentionally causes someone else to make
7 a material false statement in connection with depriving a
8 university of money or property, as I have defined that term
9 previously, is guilty as a principal if the government proves
10 that the person who causes the making of that false statement
11 acted knowingly, willfully, and with the specific intent to
12 defraud the university in question and satisfies the other
13 elements of wire fraud that I have described to you. This is
14 so even if the individual that was caused to make the false
15 statement had no criminal intent.

16 Now, the defendants in this case maintain that the
17 government has not proved beyond a reasonable doubt that the
18 defendants knew that the false representations that are alleged
19 to have been made to the universities pursuant to the alleged
20 schemes to defraud would in fact be made to the universities.

21 In some circumstances, however, you may find that a
22 defendant acted with the necessary knowledge as to particular
23 facts on the basis that the defendant consciously avoided
24 learning those facts by deliberately closing his eyes to what
25 otherwise would have been clear.

IAM8GAT2

Charge

1 Although, I told you before that acts done knowingly
2 must be a product of an individual's conscience intention, a
3 defendant's conscience intention, not the product of
4 carelessness or negligence, a person may not willfully blind
5 himself to what is obvious and disregard what is plainly before
6 him. A person may not intentionally remain ignorant of facts
7 that are material and important to his conduct in order to
8 escape the consequences of criminal law.

9 We refer to this concept, this notion of blinding
10 yourself to what is staring you in the face as "conscience
11 avoidance." When one consciously avoids learning a fact, the
12 law often treats that person as knowing the fact. An argument
13 of conscious avoidance, however, is not a substitute for proof.
14 It is simply another fact you may consider in deciding what the
15 defendant knew.

16 I instruct you that with respect to the substantive
17 wire fraud crimes charged in Counts Two and Three of the
18 indictment, you may infer that the defendant you are
19 considering knew that a false certification would be signed and
20 submitted to a university if you find beyond a reasonable doubt
21 that the defendant you are considering deliberately and
22 consciously avoided learning or confirming that the false
23 certification would be signed and submitted.

24 In other words, if you find beyond a reasonable doubt
25 that the defendant you are considering was aware of a high

IAM8GAT2

Charge

1 probability that a false certification would be made to the
2 university in question, and that the defendant you are
3 considering deliberately avoided learning or confirming that
4 fact, you may find that that defendant knew that the false
5 certification would be made. However, if you do not so find,
6 then the defendant did not know that the false certification
7 would be made.

8 That concludes my instructions on the government's
9 burden of proof with respect to the first two of the three
10 theories of liability in respect of the two wire fraud counts
11 charged in the indictment. If you all agree that the
12 government has proved a defendant guilty as a principal beyond
13 a reasonable doubt on a substantive count in which that
14 defendant is charged, you need not consider the third theory of
15 liability as to that count and that defendant. But if you do
16 not convict a defendant as a principal on a substantive count
17 in which that defendant is charged, you then will consider
18 whether the government has proved that defendant guilty on that
19 count on the third theory, which is called aiding and abetting.

20 Now, I think this would be a good time to take a few
21 minutes' rest before we get into aiding and abetting. So we
22 will take ten minutes and return.

23 (Jury exits courtroom)

24 (Recess)

25 THE COURT: I am told that the jury is willing to stay

IAM8GAT2

Charge

1 late tonight, although I have a limit on how late I can stay,
2 and they are prepared to stay every night this week.

3 (Jury present)

4 THE COURT: Jurors and defendants are all present.

5 So we will continue.

6 I will now explain this third theory, this aiding and
7 abetting theory, in greater detail.

8 It is unlawful for a person to aid, abet, counsel,
9 command, induce, or procure someone else to commit an offense.
10 A person who does that is just as guilty of the offense as
11 someone who actually commits it. Accordingly, if a defendant
12 is charged with a substantive count in the indictment, you may
13 find that defendant guilty on that count if you find that the
14 government has proved beyond a reasonable doubt that another
15 person actually committed the crime and that the defendant you
16 are considering aided, abetted, counseled, commanded, induced,
17 or procured the commission of that crime.

18 In order to convict a defendant as an aider and
19 abettor, the government must prove beyond a reasonable doubt
20 two elements.

21 First, it must prove that a person other than the
22 defendant whom you are considering, and other than a person the
23 defendant willfully caused to take actions necessary for the
24 commission of the crime, as I have described that concept to
25 you previously, committed the crime charged. Obviously, no one

IAM8GAT2

Charge

1 can be convicted of aiding or abetting the criminal acts of
2 someone else if no crime was committed by the other person in
3 the first place. Accordingly, if the government has not proved
4 beyond a reasonable doubt that a person other than the
5 defendant committed the substantive crime charged in the
6 indictment, either count, then you need not consider the second
7 element under this theory of aiding and abetting. But if you
8 do find that a crime was committed by someone other than the
9 defendant you considering, or someone he willfully caused to
10 take actions necessary for the commission of the crime, then
11 you must consider whether the defendant you are considering
12 aided or abetted the commission of that crime.

13 Second, in order to convict on an aiding and abetting
14 theory, the government must prove that the defendant you are
15 considering willfully and knowingly associated himself in some
16 way with the crime, and that he willfully and knowingly engaged
17 in some affirmative conduct or some overt act for the specific
18 purpose of bringing about that crime. Participation in a crime
19 is willful if done voluntarily and intentionally, and with the
20 specific intent to do something that the law forbids.

21 The mere presence of a defendant you are considering
22 in a place where a crime is being committed, even coupled with
23 knowledge that a crime is being committed, is not enough to
24 make the defendant an aider and abettor. Similarly, a
25 defendant's acquiescence in the criminal conduct of others,

IAM8GAT2

Charge

1 even with guilty knowledge, is not enough to establish aiding
2 and abetting. An aider and abettor must know that the crime is
3 being committed and act in a way that is intended to bring
4 about the success of the criminal venture.

5 To determine whether the defendant you are considering
6 aided and abetted the commission of the crime, ask yourself
7 these questions:

8 Did the defendant you are considering participate in
9 the crime charged as something that the defendant wished to
10 bring about?

11 Did he knowingly associate himself with the criminal
12 venture?

13 Did he seek by his actions to make the criminal
14 venture succeed?

15 If he did, then the defendant is an aider and abettor.
16 If, on the other hand, your answer to any of these questions is
17 no, then the defendant is not an aider and abettor.

18 Now, I understand that, depending on your view of the
19 evidence, there may be a subtle distinction with respect to
20 whether a defendant is guilty, if at all, as a principal or as
21 an aider and abettor. The question is what is the difference
22 between a defendant willfully causing someone else to take
23 actions necessary for the commission of a crime as opposed to
24 aiding and abetting someone else to commit a crime.

25 If this question comes up in your deliberations, you

IAM8GAT2

Charge

1 should think of it in terms of the difference between causing
2 someone to do something versus facilitating or helping someone
3 to do it. If you are persuaded beyond a reasonable doubt that
4 the defendant you are considering willfully caused someone else
5 to take actions necessary for the commission of either of the
6 substantive wire frauds charged in the indictment, you should
7 convict him as a principal on that count. If, on the other
8 hand, you are persuaded beyond a reasonable doubt that the
9 defendant you are considering, with the knowledge and intent
10 that I described, sought by his actions to facilitate or assist
11 that other person in committing the crime, then he is guilty as
12 an aider and abettor. One important difference between
13 willfully causing and aiding and abetting another person to
14 commit a crime, as I instructed you earlier, is that with
15 respect to willful causation, the government need not prove
16 that the defendant you are considering acted through a guilty
17 person. With respect to aiding and abetting, however, the
18 government must prove beyond a reasonable doubt that someone
19 else committed the crime charged with the requisite intent.

20 If you find beyond a reasonable doubt that the
21 government has proved that another person actually committed
22 one or more of the substantive crimes charged in Count Two and
23 Count Three and that the defendant you are considering aided or
24 abetted that person in the commission of that offense, you
25 should find that defendant guilty of that substantive crime on

IAM8GAT2

Charge

1 an aiding and abetting theory. If, however, you do not so
2 find, you must find the defendant you are considering not
3 guilty of that substantive crime.

4 You may be happy to know that we are now done with the
5 two substantive counts of the indictment.

6 So I turn to Count One, the conspiracy charge.

7 As I told you, a conspiracy is a kind of a criminal
8 partnership -- a combination or agreement of two or more
9 persons to join together to accomplish some unlawful objective.

10 Count One charges that from at least in or about 2015,
11 up to and including in or about November 2017, Messrs. Gatto,
12 Code, and Dawkins conspired with others, including, but not
13 limited to, parents of certain student-athletes and certain
14 basketball coaches, to commit wire fraud against one or more
15 universities.

16 In order to sustain its burden of proof with respect
17 to the conspiracy charged in Count One, the government must
18 prove beyond a reasonable doubt each of two elements:

19 First, it must prove the existence of the conspiracy
20 charged in Count One.

21 Second, it must prove that the defendant you are
22 considering knowingly and willfully became a member of, and
23 joined in, the conspiracy.

24 Starting with the first element, a conspiracy is a
25 combination, an agreement or an understanding of two or more

IAM8GAT2

Charge

1 people to accomplish by concerted action a criminal or unlawful
2 purpose. Count One charges that the criminal or unlawful
3 purpose was to commit wire fraud.

4 To establish a conspiracy, the government is not
5 required to show that two or more persons sat down around a
6 table and entered into a solemn pact stating that they had
7 formed a conspiracy to violate the law and setting forth the
8 details of the plans and the means by which the unlawful
9 project is to be carried out, or the part to be played by each
10 conspirator. It is sufficient if two or more persons come to a
11 common understanding to violate the law. Since conspiracy by
12 its very nature is characterized by secrecy, it is rare that a
13 conspiracy can be proved by direct evidence of that explicit
14 agreement. You may infer the existence of a conspiracy from
15 the circumstances of this case and the conduct of the parties
16 involved.

17 The adage "actions speak louder than words" may be
18 applicable here. Usually, the only evidence available with
19 respect to the existence of a conspiracy is that of
20 disconnected acts on the part of the alleged individual
21 co-conspirators. When taken together and considered as a
22 whole, however, such acts may show a conspiracy or agreement as
23 conclusively as would direct proof. In determining whether the
24 conspiracy charged in Count One actually existed, you may
25 consider all the evidence of the acts, conduct, and statements

IAM8GAT2

Charge

1 of the alleged conspirators and the reasonable inferences to be
2 drawn from those matters.

3 As I instructed you earlier, the essence of the crime
4 of conspiracy is an agreement or an understanding to commit a
5 crime. So it does not matter if the crime, the commission of
6 which was the objective of the conspiracy, ever was committed.
7 A conspiracy to commit a crime is an entirely separate and
8 distinct offense from the actual commission of the illegal act
9 that is the object of the conspiracy. The success or failure
10 of a conspiracy is not material to the question of guilt or
11 innocence of an alleged conspirator.

12 There are no one-man conspiracies. The crime of
13 conspiracy has not been committed unless one conspires with at
14 least one true co-conspirator. It is not enough for the
15 government to show that the defendant you are considering
16 agreed only with an undercover agent or a government informant
17 to commit the underlying offense. In a case like that, there
18 is no common understanding between two or more persons to
19 violate the law.

20 Now, the conspiracy charged in Count One allegedly had
21 one objective -- that is, it had a single illegal purpose,
22 according to the allegations of the indictment, that the
23 conspirators are alleged to have hoped to accomplish -- that
24 was to commit wire fraud against one or more universities. I
25 explained the elements of wire fraud to you already in charging

IAM8GAT2

Charge

1 you on Counts One and Three. You will apply those instructions
2 when you consider whether the government has proved beyond a
3 reasonable doubt that the conspiracy charged in Count One
4 existed. However, because Count One charges a conspiracy, the
5 government does not need to prove that anyone committed the
6 substantive crime of wire fraud. It need not prove beyond a
7 reasonable doubt -- I misspoke. It need prove beyond a
8 reasonable doubt only that there was an agreement to do so.

9 The indictment charges that the conspiracy charged in
10 Count One lasted from at least in or about 2015 through at
11 least in or about November 2017. It is not necessary for the
12 government to prove that the conspiracy lasted throughout the
13 entire period alleged, but only that it existed for some time
14 within that time frame.

15 In sum, in order to find that the conspiracy charged
16 in Count One existed, the government must prove beyond a
17 reasonable doubt that there was a mutual understanding, either
18 spoken or unspoken, between two or more people to commit wire
19 fraud.

20 If you conclude that the government has proved beyond
21 a reasonable doubt that the conspiracy charged in Count One
22 existed, you next must determine whether the defendant you are
23 considering willfully joined and participated in the conspiracy
24 with knowledge of its unlawful purpose, and with an intent to
25 aid in the accomplishment of its unlawful objective -- that is,

IAM8GAT2

Charge

1 the commission of wire fraud. The government must prove beyond
2 a reasonable doubt by evidence of each defendant's own actions
3 and conduct that he unlawfully, willfully, knowingly, and with
4 specific intent to defraud entered into the conspiracy.

5 "Knowingly" and "willfully" have the same meanings
6 here, as I described earlier with respect to the second element
7 of substantive wire fraud.

8 A defendant's participation in the conspiracy must be
9 established by independent evidence of his own acts or
10 statements, as well as those of the other alleged conspirators,
11 and the reasonable inferences that may be drawn from it.

12 Now, science has not yet devised a manner of looking
13 into a person's mind and knowing what the person is thinking.
14 To make that determination, you may look to the evidence of
15 certain acts alleged to have taken place by or with the
16 defendant or in his presence. As I instructed you earlier with
17 respect to determining a defendant's knowledge and intent, you
18 may consider circumstantial evidence based upon the defendant's
19 outward manifestations, his words, his conduct, his acts, and
20 all of the surrounding circumstances disclosed by the evidence
21 and the rational or logical inferences that may be drawn
22 therefrom.

23 To become a member of the conspiracy, the defendant
24 you are considering need not have known the identities of each
25 and every other member, nor need he have known of all of their

IAM8GAT2

Charge

1 activities. In fact, the defendant may know only one other
2 member of the conspiracy and still be a co-conspirator.

3 Moreover, the defendant you are considering need tot
4 not been fully informed as to all of the details, or the scope,
5 of the conspiracy in order to justify an inference of knowledge
6 on his part. Proof of a financial interest in the outcome or
7 another motive is not essential, but if you find that a
8 defendant had such an interest or other motive, that's a factor
9 you may consider in determining whether the defendant was a
10 member of the conspiracy. The presence or absence of motive
11 is, however, a circumstance that you may consider as bearing on
12 the intent of the defendant you are considering.

13 The duration and extent of a defendant's participation
14 has no bearing on the issue of a defendant's guilt. Each
15 member of a conspiracy may perform separate and distinct acts
16 and may perform them at different times. Some conspirators
17 play major roles, others play only minor parts in a conspiracy.
18 An equal role is not what the law requires. In fact, even a
19 single act may be sufficient to draw a defendant within the
20 ambit of a conspiracy. Moreover, the defendant need not have
21 joined the conspiracy at the outset. He may have joined at any
22 time, and if he joined, still will be held responsible for the
23 acts done before or after he joined.

24 I want to caution you, however, that the mere
25 association by one person with another does not make that

IAM8GAT2

Charge

1 person a member of the conspiracy even when coupled with
2 knowledge that a conspiracy is taking place. Similarly, mere
3 presence at the scene of a crime, even coupled with knowledge
4 that a crime is taking place, is not sufficient to support a
5 conviction. A person may know, or be friendly with, a criminal
6 without being a criminal himself. Mere similarity of conduct
7 or the fact that they may have assembled together and discussed
8 common aims and interests does not necessarily establish
9 membership in a conspiracy.

10 I further instruct that mere knowledge of or
11 acquiescence without participation in an unlawful plan is also
12 not sufficient. The fact that the acts of a defendant, without
13 knowledge, merely happen to further the purposes or objectives
14 of the conspiracy does not make the defendant a member. What
15 is necessary is that the defendant you are considering must
16 have participated with knowledge of the unlawful purpose of the
17 conspiracy, in this case, to commit wire fraud.

18 In sum, the government must prove beyond a reasonable
19 doubt that the defendant you are considering, with an
20 understanding of the unlawful nature of the conspiracy,
21 intentionally engaged advised, advised or assisted the
22 conspiracy in order knowingly and willfully to promote its
23 unlawful goal. The defendant thereby becomes a conspirator.

24 A conspiracy, once formed, is presumed to continue
25 until either its objectives are accomplished or there is some

IAM8GAT2

Charge

1 affirmative act of termination by its members. So, too, once a
2 person is found to be a member of a conspiracy, that person is
3 presumed to continue being a member in the venture until the
4 venture is terminated, unless it is shown by some affirmative
5 proof that the person withdrew and disassociated himself from
6 it.

7 Certain evidence was admitted during trial concerning
8 acts and statements of others because such acts were committed
9 and such statements were made by a person who, the government
10 claims, was also a co-conspirator of the defendants.

11 The reason for allowing this evidence to be received
12 against the defendants has to do with the nature of the crime
13 of conspiracy. A conspiracy is often referred to as a
14 partnership in crime. Thus, as in other types of partnerships,
15 when people enter into a conspiracy to accomplish an unlawful
16 end, each and every member becomes an agent of the other
17 conspirators in carrying out the conspiracy.

18 In determining the factual issues before you, you may
19 consider against the defendants any acts or statements made by
20 any of the people that you find, under the standards I have
21 already described, to have been co-conspirators, even though
22 such acts or statements were not made in his presence, or were
23 made without his knowledge.

24 Now, in this case, the defendants contend that the
25 government's proof fails to show the existence of only one

IAM8GAT2

Charge

1 overall conspiracy. Rather, they claim, there was no
2 conspiracy at all or, alternatively, there was one or more
3 conspiracy separate and apart from the conspiracy charged in
4 Count One. Whether there existed a single unlawful agreement,
5 or many such agreements, or indeed, no agreement at all, is a
6 question of fact for you to determine in accordance with my
7 instructions. So let me talk to you for a moment about how to
8 approach that question.

9 In order to prove a single conspiracy, the government
10 must prove beyond a reasonable doubt that each alleged member
11 agreed to participate in what he knew to be a collective
12 venture directed toward a common goal. By way of contrast,
13 multiple conspiracies exist when there are separate unlawful
14 agreements to achieve distinct purposes. If the evidence shows
15 that more than one conspiracy existed, you may still find that
16 the conspiracy charged in Count One existed if it happens to be
17 one of those conspiracies.

18 You may find that the conspiracy charged in Count One
19 existed even if there were changes in personnel or activities
20 over time, so long as you find that at least two of the
21 conspirators continued to act for the duration of the
22 conspiracy for the purpose charged in Count One -- that is,
23 committing wire fraud.

24 If you are not convinced that the conspiracy charged
25 in Count One existed, you cannot find any defendant guilty on

IAM8GAT2

Charge

1 Count One. That is so even if you find that some conspiracy
2 other than the one charged in Count One existed. Similarly,
3 even if you find that a particular defendant was a member of
4 another conspiracy, but not the one charged in Count One, then
5 you must acquit the defendant on Count One.

6 Therefore, what you must do is determine whether the
7 conspiracy charged in Count One existed. If it did, then you
8 must determine the nature of the conspiracy and who were its
9 members.

10 In sum, for each defendant, if you find that the
11 government has met its burden on each of the two elements
12 described above, then you should find that defendant guilty on
13 Count One. If you find that the government has not met its
14 burden with respect to either element as to the defendant you
15 are considering, then you must find that defendant not guilty.

16 Now, you are going to have, in all likelihood, a
17 redacted version of the indictment in the jury room. In any
18 case, you have been told the substance of parts of it, and you
19 will note that the indictment alleges that certain acts
20 occurred on or about various dates. It doesn't matter if the
21 evidence you heard at trial indicates that a particular act
22 occurred on a different date. The law requires only a
23 substantial similarity between the dates alleged in the
24 indictment and the dates established by the evidence.

25 Now, those are the instructions on the law. I am now

IAM8GAT2

Charge

1 going to talk to you a little bit about the trial process,
2 about your evaluation of the evidence, and about the conduct of
3 your deliberation.

4 You folks are the sole and exclusive judges of the
5 facts. I certainly do not mean to indicate any opinion as to
6 the facts or as to what your verdict ought to be. The rulings
7 I have made during the trial, the questions I asked -- if in
8 fact I asked any -- and any comments I may have made to the
9 lawyers in managing the trial are not any indication of any
10 views I might have about what your decision ought to be or as
11 to whether or not the government has proved its case.

12 It is your duty to accept these instructions on the
13 law and to apply them to the facts as you determine the facts
14 to be, regardless of whether or not you agree with the
15 instructions. You are to show no prejudice against an
16 attorney, or the attorney's client, because the attorney
17 objected to the admissibility of evidence, asked for a sidebar,
18 or asked me to rule on questions of law. In addition, the fact
19 that I asked questions or made comments is not intended to
20 suggest that I believed or disbelieved witnesses or have any
21 view about how you should decide the case. You are to
22 disregard any of that entirely. You of course, however, may
23 consider the answers to any questions I asked. Those are
24 evidence. But any comments I may have made to counsel are to
25 be disregarded.

IAM8GAT2

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1 You are to find the facts in this case without
2 prejudice as to any party. The fact that the case is brought
3 in the name of the United States does not entitle the
4 government to any greater consideration than that accorded to
5 the defendants. By the same token, the government is entitled
6 to no less consideration. All the parties stand absolutely
7 equal before the law.

8 Let me talk to you about evaluation of evidence. As I
9 am sure I told you when you were selected, the evidence in this
10 case is the sworn testimony of the witnesses, the exhibits
11 received in evidence, and the stipulations among counsel.

12 The indictment is not evidence. Not question,
13 argument, or objection by a lawyer is evidence. You are not to
14 consider any statements that I struck or told you to disregard,
15 but it is up to you, and you alone, to decide the weight, if
16 any, to be given to the testimony you heard and the exhibits
17 you have seen.

18 There are two kinds of evidence you may use in
19 reaching your verdict.

20 One type of evidence is called direct evidence.
21 Direct evidence is when a witness testifies to something that
22 the witness knows because the witness perceived it with his or
23 her own senses. It is something the witness saw or felt or
24 touched or heard, and if this were some other kind of case,
25 tasted, I suppose. Direct evidence also may be in the form of

IAM8GAT2

Charge

1 an exhibit. If this little styrofoam cup were an exhibit in
2 this case, that would be direct evidence of what the
3 characteristics of the cup are. You could look at it. You
4 would have direct evidence that it is a white styrofoam cup.

5 Circumstantial evidence is evidence that tends to
6 prove a disputed fact by proof of other facts. It refers to
7 the process of inferring, on the basis of reason and experience
8 and common sense, from one established fact the existence or
9 nonexistence of some other fact, quite possibly a fact that you
10 can't observe directly. Circumstantial evidence, whatever you
11 may have heard on television, whatever you may have seen in the
12 movies, is of no less value than direct evidence. It is a
13 general rule that the law makes no distinction between direct
14 and circumstantial evidence.

15 I have talked to you before about stipulations. There
16 are two kinds. There are stipulations of fact, which you are
17 obliged to accept. There are stipulations as to what
18 particular witnesses would have said if they testified here.
19 As to those, you must accept that the witnesses would so have
20 testified. Whether you credit that testimony or not, whether
21 you think it is important or material or believable or not,
22 that's up to you.

23 You have had the opportunity to observe all of the
24 witnesses. It is now going to be your job to decide, to the
25 extent it is important to your decision, how believable each

IAM8GAT2

Charge

1 witness was in the testimony that was given. You are the sole
2 judges of the credibility of the witnesses and of the
3 importance of their testimony. In doing that, you will use
4 your common sense; you will apply all of the tests for
5 truthfulness and accuracy that you would apply with respect to
6 important matters in your own everyday lives.

7 Your decision whether or not to believe a witness may
8 depend on how the witness impressed you. Was the witness
9 candid, frank, forthright? Or, did the witness seem as if the
10 witness was hiding something, being evasive or suspect in some
11 way? How did the witness testify on direct compared with how
12 the witness testified on cross-examination? Was the witness
13 consistent in his or her own testimony or did the witness
14 contradict himself or herself? Did the witness seem to know
15 what he or she was talking about? Did the witness strike you
16 as someone who was trying to report his or her knowledge
17 accurately?

18 If you find that a witness deliberately or willfully
19 lied to you about an important matter, you may either disregard
20 everything the witness said or you may accept whatever part of
21 it you choose to believe. In other words, if you find that a
22 witness lied under oath about a material fact, you may treat
23 the testimony as a slice of toast that's been partially burned.
24 You can either throw the whole piece of toast out, or you can
25 scrape off the burned part and eat the rest. It is up to you.

IAM8GAT2

Charge

1 Ultimately, the determination of whether and to what extent you
2 accept the testimony of a witness is entirely up to you.

3 You should, in evaluating credibility of witnesses,
4 consider whether the witness stands to benefit in some way from
5 the outcome of the case. An interest in the outcome can create
6 a motive to testify falsely. It can sway a witness to testify
7 in a way that the witness perceives as likely to advance the
8 witness's own interests. Keep in mind, though, that it does
9 not automatically follow that testimony from an interested
10 witness is to be disbelieved. It is for you to decide, based
11 on your own perceptions and your own common sense, to what
12 extent, if at all, a witness's interest has affected the
13 testimony.

14 You have heard some testimony from a couple of law
15 enforcement officers, two I believe. The fact that a witness
16 may be, or may formerly have been, employed by the government
17 in law enforcement doesn't mean that his or her testimony is
18 necessarily deserving of more or less consideration or greater
19 or lesser weight than that of an ordinary witness. At the same
20 time, in considering the credibility of such a witness, you are
21 entitled to consider whether the testimony may be colored by a
22 personal or a professional interest in the outcome.

23 It is your decision, after reviewing all the evidence,
24 whether to accept the testimony of those witnesses, and if so,
25 to give the testimony whatever weight you think it deserves.

IAM8GAT2

Charge

1 You have heard testimony from certain government
2 witnesses who testified that they were actually involved in
3 planning and carrying out the crimes charged in the indictment.
4 There has been a fair amount said about these cooperating or
5 accomplice witnesses in the summations of counsel and whether
6 or not you should believe them.

7 Experience will probably tell you that the government
8 frequently must rely on the testimony of witnesses who
9 participated in the criminal activity about which they testify
10 in a trial. For those reasons, the law allows the use of the
11 testimony of cooperating or accomplice witnesses. In fact, in
12 federal courts, the law is that the testimony of a cooperating
13 or accomplice witness in itself may be enough for conviction if
14 the jury believes that it proves the defendant guilty beyond a
15 reasonable doubt.

16 So the testimony of accomplice witnesses is entirely
17 appropriate for your consideration. The government argues, as
18 it is entitled to do, that if such testimony couldn't be used,
19 there would be many cases in which there was real guilt and
20 conviction could not be had; it simply would be unattainable.

21 However, the testimony of accomplice witnesses should
22 be scrutinized with special care and caution because such
23 witnesses may believe that it is in their interest to give
24 testimony favorable to the government. The fact that a witness
25 is an accomplice can be considered by you as bearing on

IAM8GAT2

Charge

1 credibility. As I said, however, it doesn't follow that simply
2 because a person has admitted to participating in one or more
3 crimes the person is incapable of giving a truthful account of
4 what happened.

5 Like the testimony of any other witness, accomplice
6 witness testimony should be given the weight you think it
7 deserves, in light of the facts and circumstances in front of
8 you, taking into account the witness's demeanor, candor, the
9 strength and accuracy of recollection, their background, and
10 the extent to which the testimony is corroborated or not
11 corroborated by other evidence. You may consider whether an
12 accomplice witness, like anybody else, has an interest in the
13 outcome in deciding whether it has affected that witness's
14 testimony.

15 You have heard testimony about various agreements
16 between the government and accomplice witnesses. I must
17 caution you it is of no concern of yours why the government
18 made such agreements. Your sole concern is whether a witness
19 has given truthful testimony in this courtroom before you.

20 In evaluating the testimony of accomplice witnesses,
21 you should ask yourselves whether these witnesses would benefit
22 more by lying or by telling the truth. Was their testimony
23 made up in any way because they believed or hoped that they
24 would somehow receive favorable treatment by testifying
25 falsely? Or did they believe that their interests would be

IAM8GAT2

Charge

1 best served by testifying truthfully? If you believe that a
2 witness was motivated by hopes personal gain, was the
3 motivation one that would cause him to lie, or was it one that
4 would cause him to tell the truth? Did that motivation color
5 the witness's testimony?

6 If you find that the testimony was false, you should
7 of course reject it. If, however, after a cautious and careful
8 examination of an accomplice witness's testimony and demeanor,
9 you are satisfied that the witness told the truth, you should
10 accept it as credible and act upon it accordingly.

11 As with any witness, let me emphasize that the issue
12 of credibility does not have to be decided on an all-or-nothing
13 basis. Even if you find that a witness testified falsely in
14 some part, you still may accept their testimony in other parts,
15 or you may disregard all of it. That's up to you.

16 You have heard testimony from one or more government
17 witnesses who pled guilty to charges arising out of the same
18 facts at issue in this case. I instruct you that you are to
19 draw no conclusions or inferences of any kind about the guilt
20 of the defendants on trial here from the fact that one or more
21 prosecution witnesses pled guilty to similar charges. The
22 decision of those witnesses to plead guilty was a personal
23 decision those witnesses made about their own guilt. It may
24 not used by you in any way as evidence against or unfavorable
25 to the defendants on trial here.

IAM8GAT2

Charge

1 You have heard evidence during the trial that some
2 witnesses have discussed the facts of the case and their
3 testimony with lawyers before the witnesses appeared in court.

4 Although you may consider that fact when you evaluate
5 a witness's credibility, I should tell you that there is
6 nothing unusual or improper about a witness meeting with
7 lawyers before testifying so that the witness can be aware of
8 the subjects he or she will be questioned about, focus on those
9 subjects, and have the opportunity to review relevant exhibits
10 before being questioned about them. Such consultation helps
11 conserve your time and the Court's time. In fact, it would be
12 unusual for a lawyer to call a witness without such
13 consultation.

14 Again, the weight you give to the fact or the nature
15 of the witness's preparation for his or her testimony and what
16 inferences you draw from such preparation are matters
17 completely within your discretion.

18 There are several persons whose names you have heard
19 during the course of this trial but who did not appear here to
20 testify. I instruct you that both sides had an equal
21 opportunity, or lack of opportunity, to call any of those
22 witnesses. Therefore, you should not draw any inferences or
23 reach any conclusions as to what they would have testified to
24 had they been called. Their absence should not affect your
25 judgment in any way.

IAM8GAT2

Charge

1 You should, however, remember my instruction that the
2 law does not impose on a defendant in a criminal case the
3 burden or duty of calling any witnesses or producing any
4 evidence.

5 (Continued on next page)

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Iamdgat3

Charge

1 THE COURT: You've heard reference in the testimony,
2 and in the arguments of defense counsel, to the fact that
3 certain investigative or other techniques were not used by the
4 government. There is no legal requirement that the government
5 prove its case through any particular means. While you are to
6 consider carefully the evidence adduced by the government, you
7 need not speculate as to why it used the techniques it did or
8 why it did not use other techniques. The choice of law
9 enforcement techniques is not your concern.

10 You have heard testimony about evidence that was
11 seized in connection with searches conducted by law
12 enforcement, for example, email evidence obtained pursuant to
13 court-approved search warrants. You've heard also of recorded
14 calls and conversations that were offered into evidence during
15 the trial. I instruct you that all of the evidence in this
16 case, including evidence obtained pursuant to searches and the
17 recorded meetings and conversations played during the trial,
18 properly was admitted in this case and properly is considered
19 by you. Whether you approve or disapprove of the recordings of
20 calls or conversations, or the uses of searches to obtain
21 evidence, should not enter into your deliberations because I
22 now instruct you that the government's use of that evidence is
23 entirely lawful.

24 You must, therefore, regardless of any personal
25 opinions, give that evidence full consideration along with all

Iamdgat3

Charge

1 the other evidence in the case in determining whether the
2 government has proved each defendant's guilt beyond a
3 reasonable doubt.

4 The defendants you now understand did not testify in
5 this case. Under our Constitution, a defendant never is
6 required to testify or to present any evidence because it is
7 always the government's burden to prove a defendant guilty
8 beyond a reason doubt. A defendant never is required to prove
9 that he is innocent. You may not attach any significance to
10 the fact that the defendants did not testify. You may not draw
11 any adverse inference against a defendant because that
12 defendant didn't take the witness stand. You may not consider
13 this in any way in your deliberations.

14 Some of the people who may have been involved in the
15 events leading to this case are not on trial here. You may not
16 draw any inference, favorable or unfavorable, towards the
17 government or the defendants, from the fact that any person
18 other than the defendants is not on trial here. You may not
19 speculate as to the reasons why that is so. Those matters are
20 wholly outside the jury's concern. You may not consider them
21 in any way in reaching your verdict as to these defendants.
22 Your job is limited to considering the charges contained in the
23 indictment and the three defendants before you.

24 The question of possible punishment of the defendants
25 is of no concern to you and it should not, in any way, enter

Iamdgat3

Charge

1 into or influence your deliberations. The job of imposing
2 sentence, should there be a conviction, rests entirely upon the
3 Court. Under your oath as jurors, you cannot properly allow
4 consideration of any punishment that may be imposed, in the
5 event of a conviction, to allow that -- you may not allow that
6 to influence your verdict in any way.

7 Now, you are going to retire to decide this case in
8 just a couple of minutes. It is your duty as jurors to consult
9 with one another and to deliberate with a view to coming to an
10 agreement. Each of you must decide the case for yourself, but
11 you should do so only after considering the case with your
12 fellow jurors, and you should not hesitate to change an opinion
13 if you are convinced that it is erroneous. Your verdict,
14 whether guilty or not guilty, must be unanimous, but you are
15 not bound to surrender your honest convictions concerning the
16 effect or the weight of the evidence merely for the purpose of
17 returning a verdict or solely because of the opinion of other
18 jurors. Discuss and weigh your respective opinions
19 dispassionately, without regard to sympathy, without regard to
20 prejudice or favor for either party, and come to the conclusion
21 which in your good conscience appears from the evidence to be
22 in accordance with the truth.

23 A word about your notes.

24 Any notes you may have taken during the trial are for
25 your personal use only. Each of you may consult your own notes

Iamdgat3

Charge

1 during deliberations, but any notes you may have taken are not
2 to be relied upon during deliberations as a substitute for the
3 collective memory of all of you. Your notes should be used as
4 memory aids but should not be given precedence over your
5 independent recollection of the evidence. If you didn't take
6 notes, you should rely on your own independent recollection of
7 the proceedings, and you should not be influenced by the notes
8 of other jurors. I emphasize that the notes are not entitled
9 to any greater weight than the recollection or impression of
10 each juror as to what the testimony and the evidence was.

11 As I mentioned at the start, you will be receiving
12 copies of my written instructions in the jury room shortly
13 after you retire. You will find that they contain what I think
14 will strike most or probably all of you as hieroglyphics.
15 There are legal citations after every paragraph or so. You are
16 to pay them no mind. The chances are you won't understand what
17 they refer to anyway because they are in lawyer code. They are
18 worst than doctors' prescriptions. But they are my audit trail
19 about where various legal principles come from. They are for
20 the convenience of myself and counsel. You are to disregard
21 all of them.

22 You are also certainly well aware by now that many of
23 the exhibits have redactions, that is, parts that are blacked
24 out, and the copy of the indictment that you are likely to
25 receive also has parts that are blacked out. You are just to

Iamdgat3

Charge

1 disregard the redactions altogether. That was done for the
2 sake of fairness and efficiency. You are not to speculate
3 about what was blacked or why. Just deal with what you have in
4 front of you that is legible.

5 You are not to discuss the case unless all twelve
6 jurors are present. Ten or eleven of you are what I trust by
7 now are a group of congenial friends, but you are not a jury
8 unless all 12 of you are there.

9 When you retire, you should select one of the twelve
10 of you as foreperson. That person will preside over
11 deliberations and speak for you here in open court. If it
12 becomes necessary to send in a note, the foreperson will write
13 the note and send it in in a sealed envelope. When you have
14 come to the verdict, should you do so, and I trust you will,
15 the foreperson will notify the officer that there is a
16 verdict -- not what the verdict is. You will just say, "We
17 have a verdict."

18 I will be submitting to you, along with the written
19 instructions, a verdict form on which to record the verdict.
20 When you have reached a unanimous verdict, you will record your
21 answers on one copy of the verdict form. Please do not add
22 anything that is not called for by the verdict form. You will
23 see the verdict form has a place to check "guilty" or "not
24 guilty" as to each defendant on each count on which that
25 defendant is named. Just put whatever the checkmarks are that

Iamdgat3

Charge

1 you find unanimously to be appropriate. No commentary.

2 Please, no commentary. And then each of you will sign at the
3 bottom, and the foreperson will tell the officer that there is
4 a verdict. Don't give the verdict form to the officer. Put it
5 in an envelope. The foreperson will bring it into court. You
6 will hold on to it until I ask for it.

7 You should each be in agreement with the verdict.
8 When the verdict is announced in open court, once it is
9 announced in open court and officially recorded, it ordinarily
10 cannot be changed or revoked.

11 A couple of other practical details here.

12 If during your deliberations you want me to discuss
13 any further any of the instructions on the law that I have
14 given you, the foreperson should compose a note, put it in a
15 sealed envelope, give it to the officer, and the officer will
16 pass it on to me.

17 Now, when you get the written instructions in the jury
18 room, you will find that every page and line is numbered. And
19 if the question relates to a particular part or parts of the
20 charge, it would be very helpful if the foreperson's note
21 indicates the page and line numbers that the question relates
22 to. The process that happens when a note comes in is that I
23 show the note to the lawyers. The lawyers have an opportunity
24 to suggest to me what they think the right answer is. If
25 everybody agrees, it is no problem. If everybody doesn't

Iamdgat3

Charge

1 agree, I ultimately decide what the right answer is. And the
2 point of being specific about your questions is that the more
3 precise your questions are, the more likely it is we can give
4 you the answer you want and do it quickly. The more ambiguous
5 it is, the longer we will discuss what you really mean and in
6 all likelihood have some discussion about what the right answer
7 is.

8 During the course of the deliberations, we will send
9 the exhibits that are in evidence into the jury room. Now, we
10 have not yet discussed how we will deal with the tapes should
11 you want a tape played, played out loud. If you need a tape
12 played out loud, you will let us know in a note unless we make
13 other arrangements before then.

14 If you need to have testimony read back to you, the
15 foreperson -- ah, I'm told the parties have apparently worked
16 out what we do with the tapes. Is that right? Everybody is
17 agreed on this or no?

18 MR. DISKANT: Yes, your Honor.

19 THE COURT: A clean laptop, that's all agreed? Yes?

20 MR. DISKANT: Yes.

21 MR. MOORE: Yes.

22 MR. HANEY: Yes, your Honor.

23 MS. DONNELLY: Yes.

24 THE COURT: So, we have a procedure for the tapes.
25 You will have the tapes -- I think they are CDs -- I'm sure

Iamdgat3

Charge

1 they are CDs, and you will have a clean laptop by which I mean
2 a laptop with nothing else on it. And so if you want to listen
3 to a particular exhibit, you will have the CD, you will have
4 the laptop, just play it to your heart's content. You also
5 have the T exhibits. Right? So, you will have the transcripts
6 as well.

7 OK. With respect to readbacks, if you need to have
8 any of the testimony read back to you, the procedure is to send
9 in a note telling us as precisely as you can what exactly you
10 want to hear. Now, that could be with any level of
11 specificity -- which witness, direct or cross, what subject.
12 Just be as specific as you can, because we then have to figure
13 out what you really want. You don't want to have a vague note
14 and wind up listening to two hours of testimony for one
15 paragraph, so it is in everybody's interest to be specific, but
16 whatever you need we will get for you. It sometimes takes some
17 time to organize a read back. Just bear that in mind because
18 there are sidebars that have to be edited out and stuff like
19 that, just practical considerations.

20 I will respond to questions, in respect, just as fast
21 as I can.

22 The lawyers will be -- I normally have them wait in
23 the courtrooms or right around the courtroom so that we can
24 respond to notes instantly. The exception to that will be
25 between 12:45 and 2, we will not respond to notes. And if we

Iamdgat3

Charge

1 are here during a dinner hour, we will not respond to notes
2 during a dinner hour, but we'll keep those short, should that
3 occur.

4 Now, one last thing about notes. If you communicate
5 with the Court before there is a verdict, whether in the
6 courtroom or by a note, you are never to indicate how the vote
7 stands, if there is a division, unless I specifically ask you
8 to tell me that, and I haven't done it yet in 24 years. So, no
9 vote.

10 I remind you folks that you took an oath to render
11 judgment fairly and impartially, without prejudice or sympathy,
12 and without fear, based solely on the evidence in this case and
13 the applicable law. It would be improper for you to consider,
14 in reaching your decision as to whether the government has
15 sustained its burden of proof, any personal feelings you may
16 have about the race, religion, national origin, gender, or age
17 of a defendant. If you let prejudice or sympathy interfere
18 with your clear thinking, there is a risk that you will not
19 arrive at a just verdict. All parties to this case are
20 entitled to a fair trial. You must make a fair and impartial
21 decision so that you'll come to a just verdict.

22 If you have a reasonable doubt as to a defendant's
23 guilt, you should not hesitate for any reason to return a
24 verdict of not guilty. On the other hand, if you should find
25 that the government has met its burden of proving a defendant's

Iamdgat3

Charge

1 guilt beyond a reasonable doubt, you should not hesitate,
2 because of sympathy or any other reason, to find that defendant
3 guilty.

4 Now, does any counsel have any objection to the charge
5 as delivered that I haven't ruled on previously? If so, come
6 to the sidebar.

7 (Pause)

8 No indication.

9 OK. I'm told that there are two audio exhibits that
10 are not yet on CDs. They will just come into the jury room
11 later.

12 OK. Now we have to address the question the
13 alternates asked on Thursday afternoon. If the twelve jurors
14 try the case to a verdict, the alternates will be released and
15 you will not deliberate with the jurors. And you will be able
16 to go home, or about your affairs, in just a few minutes, but
17 you are still alternates on this jury. You are subject to
18 recall in the event, for example, that something happened to
19 one of the jurors, or more than one of the jurors, God forbid.
20 You will be recalled in order. It is essential that you not
21 read or be exposed to any conversation or publication or
22 anything else about this case until you know that the jury has
23 returned a verdict or has been discharged. Andy will make sure
24 he has your contact information. And while the chances are
25 that you will not be recalled, there are no guarantees and

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Charge

1 jurors have been recalled in the recent past because of some
2 juror becoming ill or some other problem.

3 So you need to adhere to my instruction, but we may
4 not see you again, and, therefore, on behalf of the defendants,
5 their lawyers, the government, and myself, we thank you for
6 your very attentive consideration of this case and for the time
7 investment you have put into it. It's obviously very important
8 in every case and this one is not an exception. So, you may
9 now, the six of you, go into the jury room with Andy. Leave
10 your notes with him and collect your other effects.

11 And I ask you, Alternate No. 1, you are still an
12 alternate, but I'm going to ask you to remain for one minute
13 while the other five jurors go inside.

14 So if Alternates No. 2 through 6 would now go into the
15 jury room. And if everyone else will remain seated, I will see
16 Mr. Peterson and lead counsel in the robing room.

17 And the courtroom remains locked.

18 OK. Mr. Peterson, counsel, lead counsel, in the
19 robing room, Vinny.

20 (Continued on next page)

21
22
23
24
25

Iamdgat3

Charge

1 (In the robing room)

2 THE COURT: Have a seat.

3 OK. Counsel are all present. Mr. Peterson is
4 present.

5 Mr. Peterson, previously you said you hadn't heard the
6 instructions yet.

7 JUROR: Mm-hmm.

8 THE COURT: So you've now heard the instructions. Are
9 you able to fairly and impartially judge this case based solely
10 on the instructions and the evidence you have heard?

11 JUROR: Yes.

12 THE COURT: Counsel, any other inquiry?

13 MR. HANEY: No, your Honor.

14 MR. SCHACHTER: No, your Honor.

15 THE COURT: OK, you remain an alternate.

16 MR. DISKANT: And, to be clear, that would include
17 putting out of his mind anything that would not impact --

18 JUROR: Yes.

19 THE COURT: Are you able to put out of your mind
20 anything else you have read?

21 JUROR: Mm-hmm.

22 THE COURT: I need a word.

23 JUROR: Yes.

24 THE COURT: OK. Thank you, Mr. Peterson. You may
25 rejoin the other alternates.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT 11

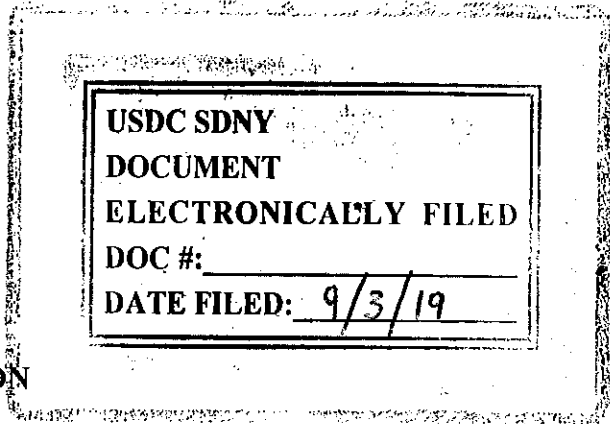
----- x
UNITED STATES OF AMERICA,

-against-

17-cr-686 (LAK)

JAMES GATTO, aka "Jim,"
MERL CODE, and
CHRISTIAN DAWKINS

Defendants.
----- x



MEMORANDUM OPINION

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LEWIS A. KAPLAN, *District Judge.*

This matter involves motions to intervene for the purpose of seeking records related to this criminal case submitted by the National Collegiate Athletic Association (“NCAA”) and Oath, Inc. (“Oath”). For the reasons explained below, the motions are denied.

Background

I. Relevant Factual History

In October 2018, following a jury trial, the defendants were convicted of conspiracy

to commit, and the commission of, wire fraud relating to a corruption scheme involving NCAA Division I college basketball. In March 2019, the Court sentenced defendant James Gatto to a 9-month term of imprisonment and defendants Merl Code and Christian Dawkins each to a 6-month term of imprisonment. Shortly before sentencing, the NCAA submitted a motion to intervene for the purpose of obtaining materials related to the criminal case. Specifically, the NCAA seeks access to twenty-four exhibits marked for potential introduction at trial and the unredacted sentencing memorandum of James Gatto, along with its associated exhibits. The government opposes the NCAA motion on two grounds. First, it argues that the NCAA does not have a proper basis to intervene because it is a private entity seeking access to further its own regulatory function rather than to vindicate any public's right of access to the materials. Second, it argues that even if the NCAA did have a proper basis to intervene, it still would not be entitled to access the specific records at issue.

In June 2019, Oath submitted a similar motion to intervene, seeking access to twenty of the twenty-four proposed exhibits sought by the NCAA, and also to James Gatto's unredacted sentencing memorandum and accompanying exhibits. Oath operates a number of online properties including Yahoo Sports – a sports news website that provides news coverage of collegiate and professional sports. The government does not contest Oath's basis to intervene, given that it is a news organization seeking to vindicate the public's claimed right of access to the documents in question.¹ The government, however, continues to oppose disclosure of the particular records

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Although the “Federal Rules of Criminal Procedure make no reference to a motion to intervene in a criminal case[,] . . . such motions are common [] to assert the public's First Amendment right of access to criminal proceedings.” *United States v. Aref*, 533 F.3d 72, 81 (2d Cir. 2008); *See also United States v. Graham*, 257 F.3d 143, 145-146 (2d Cir. 2001) (recognizing the right of the media to intervene to obtain audio and video tapes that the

sought.

Discussion

I. Common Law Right of Access

“The Supreme Court has recognized a qualified right ‘to inspect and copy judicial records and documents.’”² This “common law right of access to judicial documents is firmly rooted in our nation’s history.”³ But “[w]hile the existence of the common law right to inspect and copy judicial records is beyond dispute . . . it is equally clear that that right is not absolute.”⁴ “[T]he decision as to access is one best left to the sound discretion of the trial court, a discretion to be exercised in light of the relevant facts and circumstances of the particular case.”⁵

“Before any such common law right can attach . . . a court must first conclude that the documents at issue are indeed ‘judicial documents.’”⁶ “Once the court has determined that the documents are judicial documents and that therefore a common law presumption of access attaches,

government intended to present at a pretrial hearing).

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Brown v. Maxwell, 929 F.3d 41, 49 (2d Cir. 2019) (quoting *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 597-98 (1978)).

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Lugosch v. Pyramid Co. of Onondaga, 435 F.3d 110, 119 (2d Cir. 2006).

4

Graham, 257 F.3d at 149 (internal citations and quotations omitted).

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Nixon, 435 U.S. at 599.

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Lugosch, 435 F.3d at 119.

it must determine the weight of that presumption.”⁷ Last in the analysis, “the court must ‘balance competing considerations against it.’”⁸

A. Existence of Judicial Documents

The first issue is whether the requested documents constitute “judicial documents” to which the presumption of access applies. The documents requested by the proposed intervenors fall into the following categories: materials (1) offered into evidence but excluded by the Court at trial, (2) used to refresh a witness’s recollection, or (3) discussed on the record but never moved into evidence. These documents consist of transcripts of wiretapped calls, text messages, emails and correspondence, financial records, and a document memorializing a witness’s prior statements to the FBI.⁹ None of the documents were admitted into evidence at trial.

The government argues that “none of the requested records, which consist principally of unadmitted exhibits and documents used to refresh a witness’s recollection, constitute ‘judicial records’ for which the presumptive right of access attaches.”¹⁰

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Id.

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Id. at 120 (quoting *United States v. Amodeo*, 71 F.3d 1044, 1050 (2d Cir. 1995) (“*Amodeo IP*”).

9

Gov’t Brief at 1.

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July 22 letter at 1.

The government does not address specifically whether James Gatto’s sentencing memorandum and its accompanying exhibits are judicial records. The NCAA states that “the [g]overnment does not contest that James Gatto’s sentencing memorandum constitutes a judicial record.” NCAA Reply at 5, fn. 7. For the reasons stated in the NCAA and Oath motions, the Court considers the sentencing memorandum and accompanying exhibits to be

“[T]he definition of a ‘judicial document’ [] extend[s] to any material presented in a public session of court ‘relevant to the performance of the judicial function and useful in the judicial process’ whether or not it was formally admitted.”¹¹ However, the Second Circuit has emphasized that “the mere filing of a paper or document with the court is insufficient to render that paper a judicial document subject to the right of public access.”¹²

In *United States v. Graham*,¹³ the Second Circuit considered whether tapes played at a pre-trial hearing, but not formally received in evidence, were judicial documents subject to the common law right. The Court determined that the tapes were judicial documents, regardless of whether they were formally received in evidence, because they “were instrumental in [the Court’s] decision to detain the defendants,” which “constituted a determination of the defendant’s ‘substantive rights.’”¹⁴

More recently, the Second Circuit explained:

“a court performs the judicial function not only when it rules on motions currently before it, but also when properly exercising its inherent supervisory powers. A document is thus relevant to the performance of the judicial function if it would

judicial records. See *United States v. Kravetz*, 706 F.3d 47, 56 (1st Cir. 2013) (“Although we previously have not decided the precise question of whether advocacy memoranda, commonly submitted by the parties to the court in advance of sentencing, are ‘judicial records’ entitled to a common law presumption of access, we have little doubt that they are.”).

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Graham, 257 F.3d at 153 (2d Cir. 2001) (quoting *United States v. Amodeo*, 44 F.3d 141, 146 (2d Cir. 1995) (“*Amodeo I*”).

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Brown, 929 F.3d at 49 (quoting *Amodeo I*, 44 F.3d at 145).

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257 F.3d 143.

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Id. at 153.

reasonably have the *tendency* to influence a district court’s ruling on a motion or in the exercise of its supervisory powers, without regard to which way the court ultimately rules or whether the document ultimately in fact influences the court’s decision.”¹⁵

Of particular relevance to certain documents sought in this case, the Circuit went on to state that

“motions to compel testimony, to quash trial subpoenas, and to exclude certain deposition testimony . . . call upon the court to exercise its Article III powers. Moreover, erroneous judicial decision-making with respect to such evidentiary and discovery matters can cause substantial harm. Such materials are therefore of value to those monitoring the federal courts. Thus, all documents submitted in connection with, and relevant to, such judicial decision-making are subject to at least some presumption of public access.”¹⁶

However, in explaining that documents submitted to a court for its consideration in a summary judgment motion constitute judicial documents as a matter of law, the Circuit stated that this conclusion “relies on the general principle that parties may be assumed to have supported their papers with admissible evidence and non-frivolous arguments. Insofar as a district court has, through striking a filing, specifically found that assumption inapplicable, the categorical rule . . . may not apply.”¹⁷

Of course, this Court excluded the proposed exhibits at trial precisely because it determined that they were inadmissible. If inadmissible evidence does not necessarily qualify as a judicial document when filed with a motion for summary judgment, it is reasonable to conclude that the same result might apply when sought to be introduced at trial. However, the *Brown* panel

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Brown, 929 F.3d at 49 (emphasis in original) (internal citations and quotations omitted).

¹⁶

Id. at 50 (internal citation and quotation omitted).

¹⁷

Id. at fn. 12 (internal citation omitted).

stated also that decisions respecting the “court’s authority to oversee discovery and control the evidence introduced at trial” itself are exercises of judicial power.¹⁸ And while the exercise of that authority might be “ancillary to the court’s core role in adjudicating a case,”¹⁹ filings submitted in connection with such determinations are judicial documents nonetheless.

The government argues that “there is some reason to doubt [that the proposed exhibits] even constitute ‘judicial documents’” because “[t]he Second Circuit has repeatedly restricted that term to those materials *filed* with the Court.”²⁰ Indeed, the relevant language from *Brown v. Maxwell* involved the “presumption of public access *in filings* submitted in connection with discovery disputes or motions *in limine*.”²¹ While the relevant case law often has addressed materials *filed* with the Court, we do not consider this to be a necessary condition to qualify as a judicial document. Rather, a document still can be a “judicial document” if its contents affected a party’s substantive legal rights, even if it was never formally filed with the Court.²²

For the purposes of these motions, we assume, without deciding, that exhibits offered into evidence to which this Court made a substantive determination regarding their admissibility are

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Id. at 50.

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Id.

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Brief at 9.

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Brown, 929 F.3d at 49 (emphasis added).

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See Newsday LLC v. Cty. of Nassau, 730 F.3d 156, 169 (2d Cir. 2013) (Lohier, J., concurring) (emphasis added) (“Keeping that description in mind makes it relatively easy for me to conclude that the Report is a judicial document: *although it was never filed*, its contents were central to the District Court’s determination of Schmitt’s ‘substantive legal rights’ in the contempt proceeding.”).

judicial documents to which the presumptive right of access applies.²³

The same assumption, however, is not afforded to documents merely shown to witnesses or otherwise discussed in Court but not offered into evidence. We agree with the government that these documents were neither relevant to the performance of the judicial function nor useful in the judicial process.²⁴ The Court never was asked to take any action with respect to these documents. Nor were they relied upon by the Court in the performance of its duties or in the exercise of its supervisory powers. Oath acknowledges as much in stating that these documents “were not relied upon by the court in making a judicial ruling on sentencing or on the admissibility of evidence.”²⁵

The Second Circuit’s decision in *Newsday LLC v. County of Nassau*²⁶ provides a useful comparison. In that case, the Circuit considered whether a report used to refresh a witness’s recollection during testimony in a contempt proceeding was a judicial document. The *Newsday* panel concluded that it was not, noting that only the witness’s testimony, and “not the material used to

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Irrespective of whether the documents sought to be admitted into evidence at trial qualify as judicial documents to which a presumptive right of access applies, for the reasons explained below, disclosure would still be inappropriate in these particular circumstances.

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See Graham, 257 F.3d at 153 (“Because we find that the question whether the tapes at issue are judicial documents within the meaning of the common law privilege . . . does not turn on whether they were formally admitted as evidence, we must return to the more general question whether they are relevant to the performance of the judicial function and useful in the judicial process.”)

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Oath Brief at 14.

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730 F.3d 156 (2d Cir. 2013).

refresh his recollection, could be relied on by the court in deciding the contempt application.”²⁷ Likewise in this case, only the witness’s testimony, and not the documents used to refresh the witnesses’s recollection, could be relied on or were in any way relevant in determining the substantive rights of the defendants on trial. These materials, therefore are “not the type[s] of judicial documents to which the [] right attaches.”²⁸

B. The Weight of the Presumption

With respect to the exhibits offered in evidence at trial, we now “must determine the weight of th[e] presumption” of access attaching to them.²⁹

“[T]he weight to be given the presumption of access must be governed by the role of the material at issue in the exercise of Article III judicial power and the resultant value of such information to those monitoring the federal courts. Generally, the information will fall somewhere on a continuum from matters that directly affect an adjudication to matters that come within a court’s purview solely to insure their irrelevance.”³⁰

The presumption has been given great weight “where the requested documents had been introduced at trial . . . or had otherwise been material to a court’s disposition of a case on the merits.”³¹ That strong presumption “largely derived from the role those documents played in determining litigants’

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Id. at 167.

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Id.

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Lugosch, 435 F.3d at 119.

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Amodeo II, 71 F.3d at 1049.

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Graham, 257 F.3d at 151.

substantive rights—conduct at the heart of Article III—and from the need for public monitoring of that conduct.”³² The presumption is weakest with respect to documents “such as preliminary settlement documents, which have not yet been submitted to a court for ratification,” because they “play a negligible role in the trial judge’s exercise of Article III judicial power.”³³

The proposed intervenors argue that the decision whether to admit documents into evidence constitutes an adjudication as to the defendant’s substantive legal rights, and that therefore, the documents enjoy a strong presumption of access. They argue that defendants “explicitly asked the Court to wield its Article III powers and permit them to show the exhibits to the jury” and that the documents, therefore were “presented to the court to invoke its powers or affect its decisions.”³⁴

The government takes a narrower view with respect to what constitutes a determination of a litigant’s substantive legal rights. It claims that many of the exhibits were excluded due to their “lack of probative value to any issue properly before the jury.”³⁵ Therefore,

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Id. (internal quotation omitted).

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Id. (internal citations and quotations omitted).

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NCAA Reply at 6-7 (quoting *Bernstein v. Bernstein Litowitz Berger & Grossman LLP*, 814 F.3d 132, 142 (2d Cir. 2016)).

The NCAA acknowledges that “not every document to which it seeks access stands on equal footing” and that “[e]xhibits put directly before the Court for an admissibility decision . . . enjoy a stronger presumption of access than the exhibits used to refresh a witness’s recollection [] or other exhibits that were only discussed on the public record.” NCAA Reply at 7, fn. 8. Having concluded that only the documents put directly before the Court for an admissibility decision qualify as judicial records entitled to any presumption of public access, we do not consider the weight of the presumption with respect to the other documents.

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Gov’t Brief at 11.

according to the government, the documents “came within [the] court’s purview solely to insure their irrelevance” and consequently fall on the weakest end of the presumption of access continuum.³⁶ At the core of the disagreement is the government’s contention that the proposed intervenors “appear[] to conflate judicial determination of whether to admit a particular record with judicial determination of a party’s claim on the merits.”³⁷

In *United States v. Graham*, the Second Circuit explained that “[t]he detention of criminal defendants pending trial is a quintessential exercise of a court’s Article III judicial power, and the public has a legitimate interest in monitoring a court’s use of that power.”³⁸ It therefore determined that tapes which formed “the primary basis for the district court’s decision to detain the defendants pending trial” were entitled to a strong presumption of access.³⁹ Relying on a comment in *Graham* that the presumption of access to documents submitted on an unsuccessful motion for summary judgment “is appreciably weaker,”⁴⁰ the government asks that we apply this weaker presumption also to evidence that was submitted to the Court for admission but ultimately not received.⁴¹ The Second Circuit recently clarified that “it is well-settled that documents submitted to a court for its consideration in a summary judgment motion are—as a matter of law—judicial

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Gov’t Brief at 11 (quoting *Amodeo II*, 71 F.3d at 1049).

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Id. at 12.

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257 F.3d at 154.

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Id.

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Id. at 151.

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Gov’t Brief at 12.

documents to which a strong presumption of access attaches.”⁴² This strong presumption applies whether or not the motion is granted, as the Court has “expressly rejected the proposition that different types of documents might receive different weights of presumption based on the extent to which they were relied upon in resolving a motion for summary judgment.”⁴³

In *Brown v. Maxwell*, when considering the weight of the presumption of access over filings “related to, *inter alia*, motions to compel testimony, to quash trial subpoena, and to exclude certain deposition testimony,” the Circuit stated that:

“Although a court’s authority to oversee discovery and control the evidence introduced at trial surely constitutes an exercise of judicial power, we note that this authority is ancillary to the court’s core role in adjudicating a case. Accordingly, the presumption of public access in filings submitted in connection with discovery disputes or motions *in limine* is generally somewhat lower than the presumption applied to material introduced at trial, or in connection with dispositive motions such as motions for dismissal or summary judgment. Thus, while a court must still articulate specific and substantial reasons for sealing such material, the reasons usually need not be as compelling as those required to seal summary judgment filings.”⁴⁴

As previously stated, the documents sought to be introduced into evidence, but not admitted by the Court, implicated an exercise of judicial power. We therefore assume for purposes of these motions that these documents are “subject to at least some presumption of access.” As the Court’s exercise of authority with respect to these materials is, however, “ancillary to the court’s role in adjudicating a case,” the weight of the presumption of access to these materials is diminished.

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Brown, 929 F.3d at 48 (internal quotation omitted).

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Id. (internal quotation omitted).

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Id. at 50 (internal citation omitted).

C. *Countervailing Factors*

“Once the weight of the presumption is determined, a court must balance competing considerations against it.”⁴⁵ Countervailing factors include: “(i) the danger of impairing law enforcement or judicial efficiency and (ii) the privacy interests of those resisting disclosure.”⁴⁶

[Paragraph redacted and filed in sealed unredacted version of this opinion.]

With regard to all other materials, the government argues that “[t]here is a strong privacy interest of third-parties that would be adversely impacted by release of the materials the NCAA seeks or the unsealing of the limited redactions in Gatto’s sentencing submission.”⁴⁷ The proposed intervenors argue that this singular countervailing interest is insufficient to outweigh the presumption of access to these documents.

“[T]he privacy interests of innocent third parties . . . should weigh heavily in a court’s balancing equation.”⁴⁸ Such interests “are a venerable common law exception to the presumption of access.”⁴⁹ Furthermore, “courts have the power to insure that their records are not ‘used to gratify private spite or promote public scandal,’ and have ‘refused to permit their files to serve as reservoirs of libelous statements for press consumption.’”⁵⁰

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Amodeo II, 71 F.3d at 1050.

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Id.

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Gov’t Brief at 14.

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Amodeo II, 71 F.3d at 1050 (internal quotation omitted).

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Id. at 1051 (internal quotation omitted).

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Id. (quoting *Nixon*, 435 U.S. at 598.

The government claims that the privacy interests of third-parties “weigh in favor of maintaining the materials under seal because: (i) the records sought are quintessentially private documents that include some of the most intimate forms of communication; (ii) the release of the records could result in potential harm or injury to third parties not involved in the instant criminal case or ancillary litigation; and (iii) the reliability of the information in the requested materials, which includes hearsay, speculation and rumor, also weighs against unsealing.”⁵¹ We address each of these arguments in further detail.

i. Subject Matter of the Documents

“In determining the weight to be accorded an assertion of a right of privacy, courts should first consider the degree to which the subject matter is traditionally considered private rather than public.”⁵² In this regard, the Second Circuit has explained that “[f]inancial records of a wholly owned business, family affairs, illnesses, embarrassing conduct with no public ramifications, and similar matters will weigh more heavily against access than conduct affecting a substantial portion of the public.”⁵³

The government argues that the materials are “quintessentially private documents, and include some of the most intimate forms of communication, including phone calls (obtained pursuant to Title III wiretaps), text messages (obtained by grand jury subpoenas and search warrants), and

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July 22 Letter at 2.

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Amodeo II, 71 F.3d at 1051.

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Id.

emails (obtained through the same types of processes).”⁵⁴

The proposed intervenors claim that any privacy interests the third-parties have in many of these documents is diminished because their contents—including the names of the third-parties and their purported activities—were discussed elsewhere on the public record, and portions have already been widely disseminated in the media.⁵⁵

ii. Nature and Degree of the Injury

After considering the subject matter of the documents, “[t]he nature and degree of the injury must also be weighed.”⁵⁶ “This will entail consideration not only of the sensitivity of the information and the subject but also of how the person seeking access intends to use the information.”⁵⁷ For example, [c]ommercial competitors seeking an advantage over rivals need not be indulged in the name of monitoring the courts, and personal vendettas similarly need not be aided.”⁵⁸

The government argues that the NCAA seeks these materials for the purpose of investigating potential rule violations and taking enforcement action if warranted, which is “at core a commercial or private interest,” and therefore subservient to the privacy interests of the third-

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Gov’t Brief at 14.

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NCAA Reply at 8-9; Oath Brief at 11, fn. 4.

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Amodeo II, 71 F.3d at 1051.

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Id.

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Id.

parties. We do not consider the NCAA's actions to be, as the government suggests, akin to commercial competitors seeking advantage over rivals or using the courts in the aid of personal vendettas. But we acknowledge the potential harm that could befall third-parties as a result of the professed actions of the NCAA in requesting these documents. In any event, and irrespective of the NCAA's motives, the government concedes that Oath seeks the documents to vindicate the public's right of access to these materials.

iii. Reliability of the information

In balancing the privacy interests of third parties,

“The court should consider [also] the reliability of the information. Raw, unverified information should not be as readily disclosed as matters that are verified. Similarly, a court may consider whether the nature of the materials is such that there is a fair opportunity for the subject to respond to any accusations contained therein.”⁵⁹

In *Amodeo II*, the Court drew a distinction between unsealing different parts of a report that, on the one hand, contained unsworn accusations of “doubtful veracity” which “would circulate accusations that cannot be tested by the interested public,” and on the other, material that contained “little unverifiable hearsay and no material that might be described as scandalous, unfounded, or speculative.”⁶⁰ The government claims that “the reliability of the requested materials, which includes hearsay and rumor, as well as the possibility of prompt action without the possibility for third parties to respond also weighs in favor of unsealing.”⁶¹ The proposed intervenors claims that “this position

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Id.

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Amodeo II, 71 F.3d at 1052.

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Gov't Brief at 15.

underestimates the public's ability to dispassionately monitor the functioning of the court system, and, indeed, undermines the very reason why the public is permitted to intervene in the first place."⁶²

iv. Analysis

At bottom, the requested materials all share the common feature of implicating individuals other than the defendants in potential NCAA rule violations. The third-parties themselves are parties to some of the communications reflected in the documents. Most involve references to the conduct of other individuals not party to the communications. For example, DX 25T and DX 28T reflect transcribed communications of wiretapped calls between one of the defendants and a third party, which references the conduct of others. Exhibits DX 101, DX 102, DX162, DX 199, DX 219 and DX 223 reflect text messages, many of which are between third parties and reference other individuals not involved in those discussions. Exhibits DX 1011, DX 1301, DX 1302 and DX 1313 are emails between or among one of the defendants and other individuals, which reference also third parties not involved in the discussions. DX 1958 is a letter written on university letterhead, purporting to copy two other individuals in its distribution. Unlike the other materials in question, this document appears to have been written and transmitted for an official university purpose, and does not involve private methods of communication. But in all cases, the third-parties referenced in these documents could be harmed by disclosure of the additional information not already reported in the media.

As previously mentioned, the materials relate to potential rule violations of third-

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NCAA Reply at 10.

parties not on trial in this action, which might be regarded by certain segments of the public as scandalous conduct. Disclosure carries the risk of significant reputational and professional repercussions for those referenced in the documents. That some information relating to the documents in question already has been discussed on the public record or reported in the media does not mean that the third-parties concerned have lost any remaining privacy interests in their contents.⁶³ We agree with the government that the information in these documents consists of hearsay, speculation and rumor. Furthermore, the individuals referred to in these documents are not standing trial. They will not have the opportunity to test the reliability of the information contained in these materials nor respond adequately to any inferences that might be drawn on the basis of this information. In other words, the documents are of a sensitive nature, and the degree of potential injury is high.

The Court has reviewed also the redactions in the Gatto sentencing memorandum and its accompanying exhibits. These redactions likewise pertain to alleged NCAA rule violations on the part of individuals other than the defendants on trial.⁶⁴ For the reasons stated above, the third-parties referred to in these documents have a strong privacy interest in this information. Additionally, the presumption of access to the redacted information contained in the sentencing

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See, e.g., Matter of New York Times Co., 828 F.2d 110, 116 (2d Cir. 1987) (“much of the Title III material contained in the papers has already been publicized. Nonetheless, limited redaction of the Title III material in the papers may still be appropriate.”).

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Some of the redactions in certain exhibits to the sentencing memorandum appear to be routine and non-controversial, such as the redactions of certain signatures (where the identity of the signor is disclosed), DI 282-48 at ECF 8, or the identities of all of the students on a University of Kansas squad list showing, *inter alia*, the amount of financial aide that each of them received, DI 282-47 at ECF 1-2. We assume that this is not the type of information that the proposed intervenors seek to access through their motions.

memorandum is minimal because it was utterly immaterial to the sentence that the Court imposed.

In response to the “everyone else was doing it” line of argument, the Court noted:

“I don’t buy the argument that that means I should impose a lenient sentence to avoid unwarranted disparities, because when the sentencing guidelines and the statute talk about unwarranted disparities, they’re talking about disparities in sentences, not disparities that result because somebody else didn’t get caught and you did, which is what we’re mostly dealing with here.”⁶⁵

Just as documents reflecting potential rule violations of other individuals not on trial were irrelevant to the criminal trial, these arguments were immaterial in determining the sentence that the defendants received. This information therefore played a negligible if any role in the exercise of Article III judicial power and the resultant value of such information to those monitoring the federal courts is minimal. As such, the privacy interests of the third-parties outweighs the public’s right of access to these materials.

In sum, the Court has considered the privacy interests of the third-parties referenced in the documents sought for admission into evidence at trial and in the redacted portions of James Gatto’s sentencing memorandum in relation to the weight of presumption of public access, and concludes that disclosure is unwarranted.

II. First Amendment Right of Access

“In addition to the common law right of access, it is well established that the public and the press have a ‘qualified First Amendment right to attend judicial proceedings and to access

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certain judicial documents.”⁶⁶ The Second Circuit has articulated two different approaches in deciding whether the First Amendment right applies to particular material. “The ‘experience-and-logic’ approach applies to both judicial proceedings and documents, and asks ‘both whether the documents have historically been open to the press and general public and whether public access plays a significant positive role in the functioning of the particular process in question.’”⁶⁷ “The second approach—which we adopt only when analyzing judicial documents related to judicial proceedings covered by the First Amendment right—asks whether the documents at issue ‘are derived from or are a necessary corollary of the capacity to attend the relevant proceedings.’”⁶⁸

“A court’s conclusion that a qualified First Amendment right of access to certain judicial documents exists does not end the inquiry.”⁶⁹ Rather, “[d]ocuments may be sealed if specific, on the record findings are made demonstrating that closure is essential to preserve higher values and is narrowly tailored to serve that interest.”⁷⁰ “Broad and general findings by the trial court, however, are not sufficient to justify closure.”⁷¹

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Lugosch, 435 F.3d at 120 (quoting *Hartford Courant Co. v. Pellegrino*, 380 F.3d 83, 91 (2d Cir. 2004)).

67

Newsday, 730 F.3d at 164 (quoting *Lugosch*, 435 F.3d at 120).

68

Id.

69

Lugosch, 435 F.3d at 120.

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In re New York Times Co., 828 F.2d at 116 (internal quotation marks omitted).

71

Id.

To begin, access to these documents does not derive from, nor are they a necessary corollary of, the capacity to attend the trial. As the government points out, these documents were not shown to those who attended the proceeding. The trial transcript conveys all relevant information that those in attendance knew of the information they contained. Second, the proposed intervenors provide no authority for the proposition that any of the proposed exhibits are of the type that historically have been open to the press. Nor does public access to documents ruled inadmissible play a positive role in the functioning of the criminal trial.

Finally, while *Brown v. Maxwell* supports the proposition that documents sought to be admitted into evidence are entitled to some diminished degree of the common law presumption of access, the *Brown* Court did not so find with respect to the qualified First Amendment right of access. It noted specifically that documents submitted to a court for its consideration in a summary judgment motion are judicial documents “to which a strong presumption of access attaches, under both the common law and the First Amendment.”⁷² But in considering the other sealed materials, which like the documents in question in this case pertain to “a court’s authority to oversee discovery and control the evidence introduced at trial,” the Court analyzed only whether the common law presumption of access attached to those materials. Therefore, we conclude that these are not the type of documents to which the qualified First Amendment right of access applies.⁷³

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929 F.3d at 47.

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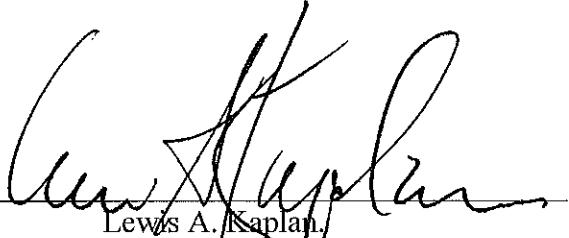
For reasons previously stated, the redacted information from James Gatto’s sentencing memorandum is not subject to the First Amendment right of access because it did not play a significant positive role in the functioning of the defendants’ sentencing proceedings. However, even assuming, *arguendo*, that the First Amendment right of access applied to this information, closure of the limited redactions therein is essential to preserve the higher value of protecting the privacy rights of third-parties and is narrowly tailored to serve that interest, for the reasons discussed above.

Conclusion

For the foregoing reasons, the motions of the NCAA and Oath to intervene for the purpose of obtaining the requested materials are denied.⁷⁴

SO ORDERED.

Dated: September 3, 2019



Lewis A. Kaplan,
United States District Judge

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Because the government concedes that Oath is a proper party to assert the public's right of access and, in any event, we hold that disclosure of these materials would be inappropriate, we have no reason to address the arguments relating to whether the NCAA has a proper basis to intervene in this action.

Thursday, September 10, 2015

Dennis Smith Jr., No. 1 point guard in ESPN 100 for 2016, picks NC State

By Paul Biancardi
ESPN.com

EXHIBIT 12

[Dennis Smith Jr.](#), the No. 4 player in the ESPN 100 and No. 1 point guard in the 2016 class, has told ESPN he will attend [NC State](#).

Smith chose the Wolfpack over [Kentucky](#), [North Carolina](#), [Louisville](#), [Duke](#) and [Wake Forest](#).

"Growing up an NC State fan, I knew they would be one of my top schools," Smith said. "Coach [Mark] Gottfried made me a priority, showing up, sitting in front to all my games in the live periods. That loyalty meant a lot to me. After giving the decision a lot of thought, we all felt State was the best situation for me."

The 6-2, 190-pound Smith is recovering from a torn left ACL suffered while driving to the basket in the semifinals of the Adidas Nations event on Aug. 2. Smith underwent surgery Aug. 7, [and his timetable for recovery is expected to be 6-9 months](#).

"My recovery is going great," Smith said. "Actually, it's going a little faster than expected. I just went from walking with two crutches to walking with one crutch, and my knee is starting to bend ... I am excited."

Smith, the Gatorade Player of the Year in North Carolina last season, averaged 21.8 points per game in 2014-15 and led Trinity Christian School in Fayetteville to the North Carolina Class 1A state semifinals.

Smith is NC State's highest-rated recruit since ESPN began ranking prospects in 2007, but the Wolfpack are also involved with another North Carolina-based prospect, Edrice "Bam" Adebayo (No. 8), and might not be done luring elite-level recruits to Raleigh. Gottfried and assistant coach Orlando Early traveled by helicopter to meet with Adebayo's mother in Pineville, North Carolina on Wednesday -- the first day of the fall recruiting period -- and then flew to Fayetteville to meet with Smith at his school, only to finish the day with Adebayo at his school, High Point Christian.

"They have been on me hard since my sophomore year," Smith said of the Wolfpack. "The relationships I had with Coach Gottfried and Coach Early, I believe in them and they believe in me. State is an underdog in the ACC and at times in the state of North Carolina -- I want to try and help them win a championship, and I believe we can do it. They want me to come in and run the show, and even though the returning roster will be older than me, I am very confident in my abilities."

"My first call is going to be to [Bam Adebayo](#) and get him on board," Smith added Thursday.

Smith is the first commitment in NC State's 2016 class. Shooting guard [Maverick Rowan](#), previously listed as No. 30 in the 2016 class, [announced Aug. 2 he would play for the Wolfpack but is reclassifying to 2015](#).

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1 UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

2 -----x

3 UNITED STATES OF AMERICA,

4 v.

17 Cr. 686 (LAK)

5 JAMES GATTO, a/k/a "Jim,"
6 MERL CODE,
CHRISTIAN DAWKINS,



7 Defendants.

8 -----x

9 October 3, 2018
9:40 a.m.

10 Before:

11 HON. LEWIS A. KAPLAN,

12 District Judge
13 and a Jury

14 APPEARANCES

15 ROBERT S. KHUZAMI
Acting United States Attorney for the
16 Southern District of New York

17 BY: EDWARD B. DISKANT
NOAH D. SOLOWIEJCZYK
18 ALINE R. FLODR
ELI J. MARK
Assistant United States Attorneys

19 WILLKIE FARR & GALLAGHER LLP
20 Attorneys for Defendant Gatto

21 BY: MICHAEL S. SCHACHTER
22 CASEY E. DONNELLY
23
24
25

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1 APPEARANCES (Cont'd)

2 NEXSEN PRUET LLC
Attorneys for Defendant Code3 BY: MARK C. MOORE
-and-

4 MERL F. CODE

5 HANEY LAW GROUP PLLC
Attorneys for Defendant Dawkins

6 BY: STEVEN A. HANEY

7

8 Also present: SONYA JACOBS, Paralegal
9 SYLVIA LEE, Paralegal
ANTHONY CASOLA, FBI

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1 (Trial resumed; jury not present)

2 THE COURT: Good morning, everyone.

3 ALL COUNSEL: Good morning, your Honor.

4 THE COURT: A couple of things. First, our lunch
5 break is going to start a couple of minutes to 12 today because
6 I have to be on a conference call.

7 Second, Mr. Schachter, thank you for your letter. The
8 affidavit of Mr. McCloud is unresponsive to what I asked for.
9 The question, as the transcript makes abundantly clear, I
10 think -- and I just reread it -- was how it is that you managed
11 to display a video to the jury, in other words, how it is you
12 controlled what they saw -- not my screen, theirs. OK. And,
13 of course, we took the precaution, you all know it, but for the
14 sake of record, I gather there was some kind of device on your
15 table that had something to do with that, and they were all
16 removed at the lunch break yesterday until we figure out what
17 else is going on here.

18 OK. I gather we still have some jurors missing and
19 that you had something you wanted to discuss with me.

20 MR. DISKANT: Your Honor, just a couple of matters.

21 First, the parties have conferred. We understand that
22 Mr. Schachter's cross-examination of Special Agent Eckstut is
23 now complete and that the other two defense lawyers may have
24 some questioning, but we are otherwise resolving or have
25 resolved the issues with respect to that witness.

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1 Let me say more broadly that part of the issue is that
2 the government has not been getting in advance material from
3 the defendants that they plan to use with our witnesses. So,
4 that huge binder of documents, something that we saw for the
5 first time in court yesterday with the witness, which made it
6 very difficult for us to try and work through and resolve these
7 issues, they have just given us another big binder of the stuff
8 they plan to use with our next witness. We are going to review
9 it as quickly as possible in the hope that we can reach
10 agreement, but it is slowing us down. Some of these are very
11 long transcripts of recordings that we can't possibly review
12 while we are here in court.

13 I also understand we are working on the Louisville
14 issue that came up before your Honor. I candidly am not sure
15 we are going to reach agreement, but there have been back and
16 forth drafts of stipulations that we are working on resolving.
17 I do anticipate there are going to be some defense objections
18 to the testimony of Mr. Carns, which I will let Mr. Schachter
19 articulate, if he wants, but they have to do with the witness'
20 ability to testify about the harms to the university, which is
21 obviously a core issue in this case. And, also, we have an
22 objection to the admissibility of the certification signed by
23 Mr. Bowen and his attorney.

24 THE COURT: What do you have to say, Mr. Schachter, if
25 anything?

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1 MR. SCHACHTER: Yes, your Honor.

2 First, Mr. Diskant is correct that I think we are
3 working on a stipulation with respect to Agent Eckstut's
4 testimony which will allow us to introduce through stipulation
5 what we would have inquired of during her cross-examination.

6 With respect to Mr. Carns, I think we really have two
7 issues. The first is that we saw in the 3500 material that
8 Mr. Carns, who was a compliance person, we saw notes in the
9 agent's, or whoever was taking the notes that was provided to
10 us in 3500, that he estimates that Louisville, or Louisville
11 estimates \$4 to \$5 million of lost revenue as a result of the
12 FBI investigation. Mr. Carns, as compliance person, I don't
13 think would have any kind of foundation or nonhearsay basis to
14 testify regarding the estimated loss of revenue to the
15 University of Louisville. And without a nonhearsay -- so I
16 inquired of the government whether there is any nonhearsay
17 basis for this compliance professional to testify regarding
18 estimated loss, and I think that the -- I think that the answer
19 is that he does not have a nonhearsay basis to testify about
20 that, and so we would object to that evidence coming in.

21 That's issue one.

22 I don't know if your Honor wishes to take those in
23 turn or whether --

24 THE COURT: Let me find out what the size of the room
25 is and then we'll see.

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1 MR. SCHACHTER: OK. The second issue is an
2 interesting one, I think. The government has offered, or
3 intends to offer through this witness, a financial aid
4 agreement which is signed by Brian Bowen, Jr. and I believe and
5 his mother as well as something called a student-athlete
6 statement which is signed by Brian Bowen, Jr. And I believe
7 that these are the alleged false statements that is at the
8 heart of this fraud case.

9 I inquired of the government whether they have any
10 evidentiary basis to show that Mr. Gatto knew anything about
11 these false statements or any false statements like them. It
12 is a very unusual and I am unaware of any wire fraud case that
13 has ever been brought where there is no evidentiary basis to
14 conclude that the defendant charged with wire fraud knew
15 anything about the fraudulent statement. And so while it is at
16 the heart of the charges in this case, I don't that simply
17 because it is included in the indictment, that that makes it
18 admissible unless the government is able to show that this
19 defendant intended to make false statements.

20 THE COURT: Is this a real issue, or is this another
21 line sheet detour? I thought I understood crystal clear from
22 all of the defense openings -- all of them -- that everybody
23 understood that these young people had to sign certifications
24 of compliance with the NCAA rules and the implication, at
25 least -- and maybe the explicit acknowledgment -- that the

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1 certification said in words or in substance "I got nothing from
2 anybody."

3 MR. SCHACHTER: I think that is incorrect, your Honor.
4 I think that the openings were that everybody understood that
5 the payments violated the NCAA rules. That is a far cry -- I
6 mean, payments, there is lots of -- the Second Circuit has said
7 multiple times that payments or transactions are not fraud.
8 That requires a false representation. No question that the
9 defendants -- we will not be disputing that the defendants knew
10 that -- or at least I should only speak for Mr. Gatto, that he
11 knew that payments to families violated NCAA rules. That is a
12 far cry from knowing anything about what is at the gravamen of
13 our wire fraud case, which is that there were false statements
14 being made to defraud the victim out of money or property.

15 There is -- and I think there is going to be no
16 evidence of anything like that. I think the government has no
17 basis to conclude that Mr. Gatto knew anything about these
18 certifications in this case. That is the fraud that they've
19 charged. And I am unaware of any case -- and I don't believe
20 that there is a case -- where a defendant has been charged with
21 wire fraud --

22 THE COURT: You are now cycling around for the second
23 time.

24 MR. SCHACHTER: I apologize.

25 THE COURT: OK. Mr. Diskant, or did you want to add

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1 to this, Mr. Moore?

2 MR. MOORE: The only point that I would like to make,
3 and it will be brief, your Honor, is that I agree with
4 Mr. Schachter. I didn't say anything in my opening about any
5 knowledge that my client might have had about these
6 certifications. I think there is a difference between knowing
7 there is a violation of an NCAA rule and knowing that a
8 certification is going to be signed. And I did not say
9 anything about that, because I do not believe that there is any
10 evidence from which anyone can conclude that my client knew
11 that these certifications were submitted.

12 MR. HANEY: Your Honor, briefly on behalf of Christian
13 Dawkins, I want to make it clear that in my opening I noted
14 that my client had the belief that there is a preexisting rule
15 that allowed people to pay money if there was a preexisting
16 relationship --

17 THE COURT: I heard you say that.

18 MR. HANEY: Thank you, your Honor.

19 THE COURT: All right. On this point.

20 MR. DISKANT: Just very briefly, your Honor. First
21 and foremost, none of this would be an impediment to offering
22 the document. These are jury arguments for the defendants to
23 make.

24 But, second of all, there is abundant information in
25 the opening from which a jury can conclude that it was

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1 reasonably foreseeable that these players would be making
2 representations to the university. Mr. Moore opened on the
3 fact that his client was himself a college athlete and
4 therefore would himself have completed forms exactly like this
5 one in connection with him playing in Auburn. Mr. Haney opened
6 on the fact that his client worked with student-athletes on a
7 variety of different issues from which a jury could readily
8 conclude that he was aware of the various different types of
9 things that student-athletes had to complete.

10 A financial aid agreement is itself a document that I
11 don't think requires a whole lot of elaboration. And all of
12 these people knew that these kids were getting scholarships
13 from which a jury could reasonably infer that they knew they
14 were completing paperwork.

15 Again, these are all jury arguments. They are not
16 impediments to admissibility

17 THE COURT: Your argument is, at least in part, that
18 they are not offered for the truth; in fact, they are lies.

19 MR. DISKANT: That is also true, correct.

20 THE COURT: All right. I'll think about it.

21 Mr. Schachter, the jurors all are present now.

22 MR. SCHACHTER: Then I can perhaps take it up at
23 another time, your Honor.

24 THE COURT: OK. Let's do that. Let's get the jury.

25 Feel free to brief this, quickly.

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1 MR. SCHACHTER: Yes, your Honor.

2 (Pause)

3 (Continued on next page)

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Eckstut - cross

1 THE CLERK: Jury entering.

2 (Jury present)

3 THE CLERK: Please be seated.

4 THE COURT: Good morning, everybody. The jurors all
5 are present, as are the defendants who have been here
6 throughout.

7 Is there any further cross-examination of Agent
8 Eckstut?

9 MR. MOORE: Just a few questions, your Honor.

10 THE COURT: All right. Let's bring her back into the
11 room.

12 MR. MOORE: Yes, sir.

13 EMILY ECKSTUT,

14 Resumed, and testified further as follows.

15 THE COURT: Good morning. You are still under oath.

16 MR. MOORE: May I proceed, your Honor?

17 THE COURT: Yes, you may, Mr. Moore.

18 MR. MOORE: Thank you.

19 CROSS-EXAMINATION

20 BY MR. MOORE:

21 Q. Now, Special Agent Eckstut, I believe you told the ladies
22 and gentlemen of the jury yesterday that you had been employed
23 with the FBI for approximately four years, is that right?

24 A. Yes.

25 Q. And you were a monitor with respect to certain calls on

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Eckstut - cross

- 1 these wiretaps; you were not the case agent, correct?
- 2 A. Right. I monitored some calls.
- 3 Q. OK. But you weren't the case agent in this case, correct?
- 4 A. That's right.
- 5 Q. OK. And you also weren't the administrative agent on the
- 6 wire, correct?
- 7 A. Right.
- 8 Q. OK. Because in cases -- in wiretap cases, you have a case
- 9 agent and then you have an administrative agent who sort of
- 10 sets a schedule and makes sure that the wire system functions
- 11 properly, correct?
- 12 A. It depends on the case, but I believe that was true in this
- 13 case, yes.
- 14 Q. OK. And so the administrative agent and the case agent,
- 15 they are the ones who make decisions about how long you are
- 16 going to monitor, for example, what hours you monitor on the
- 17 wire, correct?
- 18 A. I think so, yes, maybe in conjunction with the prosecutors
- 19 as well.
- 20 Q. OK. But, I mean, you as a monitor don't make that
- 21 decision, right?
- 22 A. Right.
- 23 Q. OK. You sign up for a shift, right? They set shifts for
- 24 the monitoring room, correct?
- 25 A. Yes.

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Eckstut - cross

1 Q. OK. And you sign up for a shift, correct?

2 A. Yes.

3 Q. And you go in and you monitor, correct?

4 A. Yes, though sometimes you sign up for a shift a week in
5 advance and, you know, you have a meeting scheduled later so
6 you can sometimes have somebody fill in for you.

7 Q. And sometimes people get sick and so sometimes you have to
8 fill in and you have to pull double shifts, right, that
9 happens?

10 A. Right.

11 Q. OK. And as a monitor, you're making decisions about
12 whether a call was pertinent, nonpertinent, based primarily on
13 information you receive in an affidavit, correct, and then what
14 you do -- your own experience when you listen to the calls on
15 wire, correct?

16 THE COURT: Sustained as to form. Let's have a clear,
17 simple question.

18 MR. MOORE: Yes, sir. I'm sorry, your Honor.

19 BY MR. MOORE:

20 Q. In making decisions about what calls you mark as pertinent
21 and nonpertinent, you base those decisions, in part, on the
22 information that's provided to you by somebody else, correct?

23 A. In part.

24 Q. OK. And also in part by your own listening to the calls,
25 correct?

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Eckstut - cross

1 A. Yes.

2 Q. All right. Now, I believe one of the things that you
3 mentioned to Mr. Schachter yesterday is that you do what we
4 typically call minimization, correct?

5 A. Yes.

6 Q. OK. And because you're only supposed to intercept
7 pertinent, relevant conversations, correct?

8 A. Well, we intercept all of them and then we decide whether
9 or not they are pertinent.

10 Q. OK. But in making -- in doing --

11 THE COURT: Just so we're clear, intercept as opposed
12 to listen to, is that correct?

13 THE WITNESS: That's right.

14 THE COURT: Right.

15 THE WITNESS: The technology intercepts the call. We
16 listen to it and determine whether it is pertinent or not
17 pertinent.

18 BY MR. MOORE:

19 Q. The technology intercepts the call and you determine what
20 portions of the call you listen to, correct?

21 A. The technology intercepts the call. It pops up. We listen
22 to it for two minutes, approximately, and then if we determine
23 that it is not pertinent, we will stop the recording
24 temporarily until it is time to spot check.

25 Q. When you say "time to spot check," you come back on and off

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Eckstut - cross

1 during the call, is that right?

2 A. Again, after a point of some period of time we will check
3 in to make sure that the call is still not pertinent or if it
4 is pertinent we will listen to it, listen to it until it
5 becomes not pertinent during that time.

6 Q. During that period of minimization, if you will, when you
7 push a button and the call no longer records, right?

8 A. Right.

9 Q. OK. During that portion, OK, if there is something that is
10 relevant or that is exculpatory, it's not captured, is that
11 correct?

12 A. That's right. It is not recording anymore.

13 Q. OK. So we don't know, when you minimize, what is actually
14 being said versus what is not being said, correct?

15 A. Right.

16 Q. OK. And if there are calls -- the Court gives you the
17 authorization to intercept calls over a particular phone. If
18 you choose not to monitor the wire for a time period, any calls
19 that come in are not intercepted and captured, correct?

20 A. I believe they technically are intercepted but they are not
21 recorded. So you could see a lot of the calls that came in --
22 for example, if the wire is not being monitored overnight, you
23 can see that there were calls made but they weren't recorded.

24 Q. OK. So if it comes in after no one is in the monitoring
25 room, these calls are not recorded and captured for evidentiary

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Eckstut - cross

1 purposes, correct?

2 A. Right.

3 Q. OK. Now, you also indicated yesterday, I believe, that --
4 and there was a chart that was displayed with reference to the
5 dates of interceptions on the phones of my client, Mr. Code, as
6 well as the phones of Mr. Dawkins and Mr. Gatto, correct?

7 A. Right.

8 Q. OK. You didn't put on that chart the dates of interception
9 on the phones of Munish Sood, did you, ma'am?

10 A. No.

11 Q. And I believe you also told us, from your chart, that there
12 was a seven-day period on the phone of Mr. Dawkins where there
13 was no monitoring, for example, from 8/18/18 to 8/25/17,
14 correct?

15 A. No. It was from 8/18 to 8/22. I think that is five days.

16 Q. 8/22, OK. Thank you. So during that five-day period, you
17 didn't intercept any calls over that phone, correct?

18 A. Over Christian Dawkins' phone, correct.

19 Q. OK. And you also indicated yesterday that the FBI was
20 aware that Mr. Code and Mr. Dawkins had two other phones,
21 correct?

22 A. Yes.

23 Q. OK. And you didn't seek -- or the FBI didn't seek
24 permission to get a wiretap on either of those phones during
25 that time period, did they, Special Agent Eckstut?

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Eckstut - cross

1 A. We did not.

2 Q. All right. And so we don't know anything about the
3 conversations over those phones, do we, Special Agent Eckstut?

4 A. We might. They could have been picked up on wiretaps for
5 other individuals whose phones were being wiretapped.

6 Q. But you don't have -- but if there is a call between
7 someone using that phone and someone whose phone is not being
8 wiretapped, you don't have any record of what was said in those
9 conversations, do you, Special Agent Eckstut?

10 A. We would have a record based on interviews, but we would
11 not have had wiretap interceptions of those calls.

12 Q. You don't have the actual recording or the actual
13 conversation with the words used, do you?

14 A. We don't have the actual recording, no.

15 Q. Thank you, Special Agent Eckstut. I don't have any other
16 questions.

17 THE COURT: Thank you.

18 Mr. Haney, anything?

19 MR. HANEY: No, your Honor. Thank you.

20 THE COURT: Thank you.

21 Any redirect?

22 MS. FLODR: No, your Honor.

23 THE COURT: Thank you, Agent. You are excused.

24 THE WITNESS: Thank you.

25 (Witness excused)

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1 THE COURT: Next witness.

2 MR. SOLOWIEJCZYK: Your Honor, at this time the
3 government would like to offer two stipulations.

4 THE COURT: All right.

5 MR. SOLOWIEJCZYK: The first stipulation, your Honor,
6 is marked as Government Exhibit S5.

7 Excuse me. The witness should exit the room. I
8 apologize.

9 (Pause)

10 THE COURT: OK. S5 is being offered?

11 MR. SOLOWIEJCZYK: Yes, your Honor.

12 THE COURT: Received.

13 (Government's Exhibit S5 received in evidence)

14 MR. SOLOWIEJCZYK: Government Exhibits 21, 22, 29 and
15 63 are true and accurate copies of recordings of calls and
16 portions of calls that were intercepted pursuant to
17 court-authorized wiretaps over a phone associated with call
18 number 989-493-4317, belonging to Christian Dawkins, the
19 defendant.

20 Government Exhibit 57 is a true and accurate copy of a
21 call that was intercepted pursuant to court-authorized
22 consensual wiretaps of a cell phone belonging to one or more
23 FBI agents acting in an undercover capacity.

24 Government Exhibits 21T, 22T, 29T, 57T, and 63T are
25 true and accurate transcripts of recorded conversations

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1 contained in Government Exhibits 21, 22, 29, 57 and 63,
2 respectively. The identities of the participants, the voice
3 attributions, dates, and times reflected on Government Exhibits
4 21T, 22T, 29T, 57T, and 63T, are accurate.

5 Government Exhibits 75 and 75A are true and accurate
6 copies of video recordings of a meeting that took place on or
7 about June 20, 2017, in New York, New York, and that was
8 consensually recorded by one or more of the meeting
9 participants.

10 Government Exhibits 75T and 75A-T are true and
11 accurate transcripts of recorded conversations contained in
12 Government Exhibits 75 and 75A, respectively. The identities
13 of the participants, voice attributions, dates, and times
14 reflected on Government Exhibits 75T and 75A-T, are accurate.

15 It is further stipulated and agreed that this
16 stipulation, which is Government Exhibit S5, may be received
17 into evidence as a government exhibit at trial.

18 And the government offers the stipulation at this
19 time, your Honor.

20 THE COURT: Yes. It has been received.

21 MR. SOLOWIEJCZYK: Your Honor, in addition, the
22 government would offer at this time Government Exhibit 55 and
23 Government Exhibit 55T, which is a transcript of Government
24 Exhibit 55.

25 THE COURT: Any objection?

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1 MS. DONNELLY: No objection.

2 THE COURT: Pardon?

3 MS. DONNELLY: No objection.

4 THE COURT: They are received.

5 (Government's Exhibits 55, 55T received in evidence)

6 MR. SOLOWIEJCZYK: Your Honor, we would also offer
7 stipulation S6.

8 THE COURT: Received.

9 (Government's Exhibit S6 received in evidence)

10 MR. SOLOWIEJCZYK: If called to testify, a
11 representative of the National Basketball Players Association,
12 the "NBPA," would testify that:

13 First, the NBPA is a labor union representing
14 professional basketball players in the National Basketball
15 Association, otherwise known as the "NBA." Among other powers,
16 the NBPA has the authority to certify sports agents who wish to
17 represent NBA players and to conduct investigations into
18 certain types of alleged misconduct by NBPA certified sports
19 agents. While the NBPA is not a law enforcement agency and has
20 no ability to compel the production of documents from third
21 parties, it can require members, including sports agents
22 certified by the NBPA, to produce relevant materials as a
23 condition of maintaining their certified status.

24 Beginning in or around the summer of 2016, the NBPA
25 conducted an investigation relating to Christian Dawkins. At

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1 the time of this investigation, Dawkins was not himself a
2 certified sports agent but was employed by ASM Sports, a sports
3 agency controlled by an NBPA-certified sports agent that
4 represented various NBA players.

5 On May 4, 2017, the NBPA issued findings following the
6 conclusion of its investigation with respect to Dawkins. Those
7 findings noted that, as of April 24, 2017, Dawkins was no
8 longer employed by ASM Sports.

9 Thereafter, and during the summer of 2017, the NBPA
10 investigated other potential misconduct by ASM Sports,
11 including by the certified sports agent responsible for the
12 operation of ASM Sports.

13 And it is further stipulated and agreed that this
14 stipulation, which is Government Exhibit S6, may be received
15 into evidence as a government exhibit at trial.

16 THE COURT: OK. It was received already.

17 Let me explain something to the jury.

18 The stipulations you heard previously were agreements
19 among all the parties that certain facts were true, and you are
20 obliged to accept those facts as being true.

21 In this case, we call this a testimonial stipulation.
22 They have agreed that if the person identified in what was just
23 read to you had been called as a witness, that person would
24 have testified under oath to the facts that were read out. You
25 must accept that the person would have so testified if the

Ia3dgat1

Sood - direct

1 person had been called.

2 What you make of it, whether you believe it or don't
3 believe or believe part or not part -- or disbelieve a part is
4 up to the jury. This is a means of avoiding the need for
5 calling a witness into court, where nobody really disputes what
6 the witness is going to say. They may have different arguments
7 about whether it is significant, whether it is true, and so
8 forth.

9 OK. Anybody object to my instruction?

10 All right. Let's proceed.

11 MR. SOLOWIEJCZYK: Your Honor, the government calls
12 Munish Sood at this time.

13 THE COURT: Yes.

14 THE CLERK: Sir, please take the stand.

15 MUNISH SOOD,

16 called as a witness by the government,

17 having been duly sworn, testified as follows:

18 THE CLERK: Thank you. Please be seated.

19 If you could please state your name and spell your
20 first and last names for the record.

21 THE WITNESS: Sure. Munish Sood, M-u-n-i-s-h; last
22 name S-o-o-d.

23 THE COURT: All right. You may proceed, counsel.

24 DIRECT EXAMINATION

25 BY MR. SOLOWIEJCZYK:

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Sood - direct

- 1 Q. Good morning, Mr. Sood.
- 2 A. Good morning.
- 3 Q. How old are you?
- 4 A. 46.
- 5 Q. How far did you go in school?
- 6 A. Undergraduate degree, finance.
- 7 Q. In what industry have you primarily worked since graduating
- 8 college?
- 9 A. In financial services.
- 10 Q. Have you ever obtained any certifications or licenses in
- 11 the field of finance?
- 12 A. Yes.
- 13 Q. Will which ones?
- 14 A. Four, a CFA and then FINRA licenses 6 -- sorry, 7, 63 and
- 15 24.
- 16 Q. To obtain those licenses, did you have to pass any exams?
- 17 A. Yes, for all four.
- 18 Q. Generally speaking, what do those licenses allow you to do?
- 19 A. Trade securities.
- 20 Q. Mr. Sood, I want to direct your attention to July 13, 2017.
- 21 Do you recall that day?
- 22 A. Yes.
- 23 Q. What happened that day?
- 24 A. That's the day I met Brian Bowen, Sr.
- 25 Q. Who is Brian Bowen, Sr.?

Ia3dgat1

Sood - direct

1 A. The father of Brian Bowen, Jr., who was attending -- who
2 was playing basketball at University of Louisville.

3 Q. When you met Brian Bowen, Sr. -- withdrawn.

4 Where did you meet Brian Bowen, Sr.?

5 A. I met him in a parking lot in New Jersey.

6 Q. What happened in the parking lot?

7 A. I handed him \$19,400 in cash.

8 Q. Who, if anyone, promised Brian Bowen, Sr. this money?

9 A. Christian Dawkins, Merl Code and Adidas.

10 Q. Why did they promise this money to Bowen Senior?

11 A. To ensure that Brian Bowen would attend University of
12 Louisville.

13 Q. You mentioned Christian Dawkins. Do you see him here in
14 the courtroom today?

15 A. Yes.

16 Q. Can you please identify Mr. Dawkins and describe an article
17 of clothing that he is wearing and where he is seated?

18 A. It looks like row two and wearing a gray jacket, light
19 gray.

20 Q. Can you just say -- explain where he is seated?

21 A. Oh, second row, wearing a gray -- light gray jacket with a
22 blue tie.

23 Q. You mentioned Merl Code. Do you see him in the courtroom
24 today?

25 A. Yes.

Ia3dgat1

Sood - direct

1 Q. Can you please identify where he is seated and an article
2 of clothing he is wearing?

3 A. Sure. Again, second row, wearing a dark gray sports coat,
4 or suit jacket.

5 MR. SOLOWIEJCZYK: Your Honor, may the record reflect
6 that the witness has identified the Defendant Christian
7 Dawkins?

8 THE COURT: Yes.

9 MR. SOLOWIEJCZYK: And that the witness has identified
10 the Defendant Merl Code?

11 THE COURT: Yes.

12 BY MR. SOLOWIEJCZYK:

13 Q. Mr. Sood, what was your understandings as to where Mr. Code
14 was employed at the time you made this payment?

15 A. Adidas.

16 Q. Have you pleaded guilty to a federal crime as a result of
17 your involvement in the payments to Brian Bowen, Sr.?

18 A. Yes.

19 Q. We'll come back to that later. I want to ask you a few
20 more questions about your employment background.

21 Mr. Sood, where do you currently work?

22 A. Princeton Advisory Group.

23 Q. What kind of company is Princeton Advisory Group?

24 A. Financial services.

25 Q. Where is it based?

Ia3dgate1

Sood - direct

- 1 A. New Jersey.
- 2 Q. Who owns the company?
- 3 A. I do.
- 4 Q. When did you found Princeton Advisory Group?
- 5 A. 2002.
- 6 Q. Approximately how many employees do you have?
- 7 A. Five.
- 8 Q. And, generally, what kinds of services do you provide to
- 9 your clients?
- 10 A. Primarily investment services to primarily investors,
- 11 doctors and professional athletes.
- 12 Q. Does that include managing portfolios for clients?
- 13 A. Yes, it does.
- 14 Q. Mr. Sood, were you employed anywhere else before founding
- 15 Princeton Advisory Group?
- 16 A. I worked at a couple of large banks in New York City.
- 17 Q. You mentioned that some of your clients are professional
- 18 athletes. How did you first get involved in working with
- 19 athletes?
- 20 A. About in around 2011, I got involved with professional
- 21 athletes through someone I met based in Pittsburgh by the name
- 22 of Marty Blazer.
- 23 Q. Did there come a time when you started a company with Marty
- 24 Blazer?
- 25 A. Yes.

Ia3dgat1

Sood - direct

1 Q. What did Blazer want you to do with respect to these
2 athletes?

3 A. Marty wanted me to actually do the financial management,
4 and he would handle the -- what they call concierge's
5 day-to-day services.

6 Q. And approximately when did you start this business with
7 Blazer?

8 A. I recall 2013.

9 Q. Is it possible it was a little earlier than that, Mr. Sood?

10 A. Sorry. That's when we separated --

11 MR. HANEY: Your Honor, I object. He is leading the
12 witness.

13 THE COURT: Overruled.

14 A. Sorry. 2011.

15 Q. Initially what types of athletes did you work with through
16 Blazer?

17 A. Primarily NFL football players.

18 Q. And for approximately how many years did you work with
19 Blazer.

20 A. About two years.

21 Q. Approximately how many athletes did you work with?

22 A. About five.

23 Q. Now, Mr. Sood, at the time you were working with Blazer,
24 what involvement, if any, did you have in recruiting new
25 players as clients?

Ia3dgate1

Sood - direct

1 A. Very limited.

2 Q. Did there come a time when you eventually stopped working
3 with Blazer?

4 A. Yes.

5 Q. Why?

6 A. There was an SEC investigation, and they discovered that
7 Marty Blazer had stolen money from at least one or two of his
8 players, clients.

9 Q. Mr. Sood, prior to that SEC investigation, were you aware
10 that Blazer was misappropriating client funds?

11 A. No, I was not.

12 Q. What did you do after learning that Blazer had allegedly
13 stolen client funds?

14 A. Immediately we bought him out for one dollar.

15 Q. Did you cease your business relationship?

16 A. Yes.

17 Q. Now, did you continue working with certain professional
18 football players as clients after that?

19 A. I did.

20 Q. Mr. Sood, did there come a time after you ended the company
21 with Blazer where you began to be in contact with him again?

22 A. Yes. A few years later, he had reached out and stated that
23 he had addressed his SEC issues and he wanted to get back in
24 the business and -- but focus on basketball.

25 Q. And how did Blazer propose you would be involved in these

Ia3dgat1

Sood - direct

1 new efforts?

2 A. Something similar, just focus on the financial side and he
3 would worry about -- he said he could help on the recruiting
4 side.

5 Q. At what point in their career were the athletes that Blazer
6 was focused on?

7 A. Both college and professional.

8 Q. Did Blazer introduce you to anybody else that was involved
9 in college basketball client services?

10 A. Yes. Christian Dawkins.

11 Q. And do you recall approximately how many years ago that
12 was, or what year it was in?

13 A. I believe about two, two-and-a-half years ago now.

14 Q. When you first met Christian Dawkins, who was he employed
15 by?

16 A. A sports agency called ASM.

17 Q. And what types of athletes did ASM represent?

18 A. Professional basketball players.

19 Q. What was your understanding of who ran ASM at that time?

20 A. A gentleman named Andy Miller.

21 Q. And what did you know about Andy Miller?

22 A. He was a registered sports agent.

23 Q. Was Dawkins himself a registered sports agent?

24 A. No.

25 Q. What did Dawkins do for ASM?

Ia3dgat1

Sood - direct

1 A. I understood him to be a quasi-business manager slash what
2 you could call a runner, which is he was responsible for
3 management relationships with some of the younger players.

4 Q. You mentioned the term "runner." Does that include trying
5 to recruit new players?

6 A. Yes.

7 Q. And at what stage of their careers were these players that
8 Dawkins was involved recruiting?

9 A. College.

10 Q. Did you end up meeting Mr. Dawkins?

11 A. I did.

12 Q. What did Dawkins tell you, if anything, about how you could
13 be of assistance in his efforts?

14 A. You know, he mentioned that since he has a pretty big
15 network of clients, he was looking to work with one or two
16 financial advisors.

17 Q. And what was he offering to do for you with respect to
18 these players?

19 A. Access to the players and have an opportunity to work with
20 them on the financial side.

21 Q. What assistance, if any, was he looking for from you?

22 A. Financial, to help cover some costs.

23 Q. What you do mean by that, Mr. Sood?

24 A. To -- there were times when players, their families, or
25 so-called their handlers required money and that's what he

Ia3dgat1

Sood - direct

1 would need support with.

2 Q. When you say "support," do you mean asking you for money,
3 Mr. Sood?

4 A. Yes, that's correct.

5 Q. Mr. Sood, did you ultimately agree to provide certain of
6 these payments to Mr. Dawkins?

7 A. Yes.

8 Q. What were you hoping to get for providing this money?

9 A. An opportunity to work with the players.

10 Q. I want to direct your attention to what's been marked for
11 identification as Government Exhibit 516. It is going to be in
12 the binder that is in front of you.

13 Do you recognize that document?

14 A. Yes.

15 Q. What is it?

16 A. It's an email from Christian Dawkins on April 10, 2016. It
17 was sent to myself and Marty Blazer.

18 Q. What does the email generally pertain to?

19 A. His plans, his goals.

20 MR. SOLOWIEJCZYK: Your Honor, the government offers
21 Government Exhibit 516.

22 THE COURT: Received.

23 (Government's Exhibit 516 received in evidence)

24 MR. SOLOWIEJCZYK: Permission to publish?

25 THE COURT: Yes.

Ia3dgat1

Sood - direct

1 BY MR. SOLOWIEJCZYK:

2 Q. Mr. Sood, what was the subject line of the email?

3 A. "Plans."

4 Q. The players that are referenced in this email, were they
5 yet in the NBA?

6 A. No.

7 Q. And I would direct your attention to the first paragraph
8 and the sentence that starts with the words, "I will make sure
9 you guys." Do you see that?

10 A. Yes.

11 Q. Could you just read that paragraph to the end of the
12 paragraph?

13 A. Sure.

14 @"I will make sure you guys get Beasley and Isaiah
15 Whitehead this year and both could be first round picks.
16 Moving forward, I need confirmation on certain things to know
17 how I will be able to operate. It can't be much gray area any
18 more. The business is nonstop. And I have to be able to
19 sustain things and have a clear picture if I can do things with
20 you guys or take opportunities elsewhere. I took care of these
21 situations all the way through, and there is a lot of money
22 out."

23 Q. Mr. Sood, just looking at that last sentence, "I took care
24 of these situations all the way through and there is a lot of
25 money out," what did you understand Dawkins to be saying?

Ia3dgate1

Sood - direct

1 A. That he had fronted money to players.

2 Q. Anybody else?

3 A. Also players' family members.

4 MR. HANEY: Your Honor, objection. This goes into the
5 witness speculating what my client may have meant by the email.

6 THE COURT: The word "objection" will suffice.

7 MR. HANEY: Thank you, your Honor.

8 THE COURT: Unless I ask for more.

9 Sustained.

10 BY MR. SOLOWIEJCZYK:

11 Q. Mr. Sood, in this section of the email, you reference
12 Beasley. Who is Beasley?

13 A. Malik Beasley.

14 Q. And who is he?

15 A. He was a college player at Florida State University and
16 transitioning to the NBA.

17 Q. Did Dawkins ever facilitate a meeting with you with Malik
18 Beasley and you?

19 A. He did, with his family, yes.

20 Q. What was the point of that meeting?

21 A. For them to consider working with me on the financial
22 services front.

23 Q. What, if anything, did Dawkins tell the family of Malik --
24 withdrawn.

25 What did Mr. Dawkins tell you, if anything, as to what

Ia3dgat1

Sood - direct

1 the family of Malik Beasley was looking for?

2 A. He said that once -- whichever advisor he decided to go
3 with, he would require a loan for \$50,000.

4 Q. Did you end up providing that loan?

5 A. I did.

6 Q. And did Beasley enter the NBA draft?

7 A. He did.

8 Q. Was he selected?

9 A. Yes.

10 Q. The loan you are speaking of, was it provided before or
11 after Beasley declared for the NBA draft?

12 A. It was provided after.

13 Q. What, if anything, did Dawkins tell you about how the money
14 for the loan would be used?

15 A. He mentioned that part of it would go back to pay back some
16 expenses owed to him.

17 Q. Expenses he had previously provided, is that your
18 understanding?

19 A. Yes.

20 MR. HANEY: Your Honor, I object again.

21 THE COURT: It is a little late out of the starting
22 gate.

23 MR. HANEY: Your Honor, the question has already come
24 and been answered. May I state my objection, your Honor?

25 THE COURT: No.

Ia3dgat1

Sood - direct

1 MR. HANEY: Thank you.

2 BY MR. SOLOWIEJCZYK:

3 Q. There is also a reference to Isaiah Whitehead in this
4 email. Do you see that?

5 A. Yes.

6 Q. Who was Whitehead?

7 A. He was a college player at Seton Hall.

8 Q. Did Whitehead enter the NBA draft?

9 A. He did.

10 Q. Was he selected?

11 A. Yes.

12 Q. Did you ever provide a loan to Whitehead or his family?

13 A. I did.

14 Q. How much?

15 A. 5,000.

16 Q. Was this provided before or after he declared for the NBA
17 draft?

18 A. After.

19 MR. HANEY: I object, your Honor.

20 THE COURT: Pardon me.

21 MR. HANEY: I would object.

22 THE COURT: Overruled.

23 BY MR. SOLOWIEJCZYK:

24 Q. Did Whitehead ever become a client for you?

25 A. No.

Ia3dgat1

Sood - direct

1 Q. Mr. Sood, further down the email there is a discussion of
2 Edmond Sumner. Was Edmond Sumner also a basketball player?

3 A. Yes.

4 Q. At the time of this email, was he in the NBA or in college?

5 A. College.

6 Q. What was Dawkins requesting with respect to Sumner?

7 A. Providing approximately -- providing almost 70 -- or
8 providing \$75,000 over a course of one year.

9 Q. Did you ever provide those funds?

10 A. No.

11 Q. Did Sumner ever enter the NBA draft?

12 A. Yes.

13 Q. Did he become a client for you?

14 A. Yes.

15 Q. Did you ever provide any funds to Sumner or his family?

16 A. We provided him with a loan post draft.

17 Q. Other than that loan, did you have to expend any other
18 funds to recruit Sumner as a client?

19 A. Yes.

20 Q. What did you have to do?

21 A. Christian asked that I pay a different advisor I believe it
22 was \$20,000 in order to have the business move over to me.

23 Q. And you did that?

24 A. Yes.

25 Q. Further down in the email, there is a reference to Markelle

Ia3dgat1

Sood - direct

1 Fultz.

2 A. Fultz.

3 Q. And at what stage of his career was Mr. Fultz at the time
4 of this email?

5 A. College.

6 Q. What did Dawkins propose you do with respect to Fultz?

7 A. He offered to help set up a meeting with his handler. In
8 return, you know, helping his gentleman named Keith Williams,
9 Keith Williams' AAU program.

10 Q. And what was he asking for from you specifically?

11 A. \$30,000.

12 Q. Did you end up providing those funds to Mr. Dawkins?

13 A. Yes, I gave a \$30,000 loan.

14 Q. What were you hoping to get out of making that payment?

15 A. An opportunity to work with Markelle or at least meet his
16 team.

17 Q. Did Fultz ultimately enter the NBA draft?

18 A. Yes.

19 Q. Was he selected?

20 A. Yes.

21 Q. Did he ever become a client for you?

22 A. No.

23 Q. Directing you to the bottom of this page, there is a
24 reference to Brian Bowen. Do you see that?

25 A. Yes.

Ia3dgat1

Sood - direct

1 Q. Can you just read that aloud, please?

2 A. "Brian Bowen - He is a kid that is a little bit more of a
3 long term project, \$1,500 a month is what he will need. He is
4 a Saginaw Michigan kid, and I've known the family for years.
5 He's a for sure pro."

6 Q. Prior to this email, had you ever heard of Brian Bowen?

7 A. No.

8 Q. Dawkins mentioned Bowen is a long term project. What did
9 you understand Dawkins to mean when he wrote that?

10 MR. HANEY: I would object, your Honor.

11 THE COURT: Sustained.

12 MR. SOLOWIEJCZYK: Could we have a sidebar briefly,
13 your Honor?

14 THE COURT: No. You need to lay a foundation.

15 BY MR. SOLOWIEJCZYK:

16 Q. What stage of his career did you believe Bowen was in at
17 this point?

18 A. High school.

19 Q. And what was Dawkins specifically asking you for?

20 A. \$1,500 a month to support.

21 Q. Did you make those payments at that time?

22 A. I did not.

23 Q. Mr. Sood, other than the players that are referenced in
24 this email, were you involved in making any other payments to
25 the families or associates of college basketball players?

Ia3dgat1

Sood - direct

1 A. Yes.

2 Q. Did you have any contact with anyone else employed by ASM
3 Sports?

4 A. Yes.

5 Q. Who was that?

6 A. A sports agent by the name of Stephen Pina.

7 Q. What was Stephen Pina's role at ASM Sports?

8 A. He was a registered agent.

9 Q. Did Mr. Pina ever request any funds from you?

10 A. Yes.

11 Q. What did he tell you the funds were for?

12 A. Ultimately for handlers of players, college players.

13 Q. What players were you specifically trying to recruit with
14 Mr. Pina?

15 A. I recall Kyle Kuzma, Davon Reed.

16 Q. Did you provide any money to Pina in an effort to recruit
17 Kuzma?

18 A. Yes.

19 Q. Did you know who that money was intended for?

20 A. It was given to the handler. It was provided to the
21 handler.

22 Q. You have been talking about the term "handler." Who do you
23 mean by that?

24 A. Somebody who was like in the inner circle for a player.

25 Q. Where did you learn the term handler?

Ia3dgat1

Sood - direct

- 1 A. From Christian Dawkins.
- 2 Q. The payments you provided to Pina, were they when Kuzma was
3 still in college or afterwards?
- 4 A. During college.
- 5 Q. Did Kuzma ever enter the NBA?
- 6 A. Yes.
- 7 Q. Did he become a client of yours?
- 8 A. Yes.
- 9 Q. Is he still a client of yours today?
- 10 A. Yes.
- 11 Q. What, if anything, did you tell Mr. Kuzma about the fact
12 you pleaded guilty in this case?
- 13 A. I told him the facts of what I pleaded guilty to.
- 14 Q. And did you tell him you pleaded guilty?
- 15 A. Yes.
- 16 Q. You mentioned Davon Reed. Is he another client of yours?
- 17 A. Yes.
- 18 Q. Did you ever provide any funds to Davon Reed?
- 19 A. After the draft.
- 20 Q. Post draft?
- 21 A. Post draft.
- 22 Q. So, Mr. Sood, prior to your being introduced to Christian
23 Dawkins, had you ever been involved in making payments to the
24 families or associates of college basketball players?
- 25 A. No.

Ia3dgat1

Sood - direct

1 Q. What about the families or associates of high school
2 basketball players?

3 A. No.

4 Q. What, if anything, did Dawkins tell you regarding the
5 rationale for making such payments?

6 A. That if I was going to be successful in the business, it
7 came with the territory.

8 Q. Now, Mr. Sood, you referenced certain loans that you made
9 to players after they declared for the NBA draft. What was
10 your understanding at the time about whether those payments
11 were permitted under the NCAA rules?

12 A. They were. I believe they were permitted.

13 Q. You also testified about certain funds you provided while
14 players were still in college. What did you believe as to
15 whether those were permitted under the NCAA rules?

16 A. They were not.

17 Q. What was your understanding of what impact those payments
18 could have on the college players?

19 A. Potentially loss of a scholarship or their amateur status.

20 Q. Mr. Sood, directing your attention to May of 2017, did
21 there come a time when Christian Dawkins informed you that he
22 was leaving ASM Sports?

23 A. Yes.

24 Q. What did he tell you he was going to do?

25 A. He wanted to set up his own sports management company.

Ia3dgat1

Sood - direct

1 Q. What, if anything, did Dawkins tell you regarding what his
2 relationship would be with ASM Sports?

3 A. That he will no longer officially be employed by them but
4 he would maintain a relationship with ASM.

5 Q. When Dawkins told you that he was planning to go on his
6 own, how, if at all, did he propose you be involved?

7 A. I could -- if I could provide financial help or financial
8 assistance, I could potentially have access to his clients.

9 Q. So what specifically was he asking you for?

10 A. For capital, money.

11 Q. What was the name of the new business Dawkins was starting?

12 A. Loyd Management.

13 Q. What did Dawkins tell you about the type of business he
14 planned to found?

15 A. He had a good model. He wanted to be what they call a
16 one-stop shop where we would help players select agents,
17 financial advisors, marketing, and other services.

18 Q. How would Dawkins' new company earn fees?

19 A. They would get a portion of the fees from agents, advisors
20 and marketing.

21 Q. What was your role going to be with respect to the clients?

22 A. I will be one of the -- or the only financial advisor.

23 Q. Would you be managing portfolios?

24 A. Yes.

25 Q. When you managed these portfolios, is this before or after

Ia3dgat1

Sood - direct

- 1 the players become pros?
- 2 A. Typically a few years after they become pros.
- 3 Q. Why is that?
- 4 A. Because depending on when they get drafted, just the amount
5 of money they are making takes a couple years.
- 6 Q. Were you interested in becoming involved in Dawkins' new
7 venture?
- 8 A. Yes.
- 9 Q. Why were you interested?
- 10 A. Because it helps me get a pipeline of clients.
- 11 Q. Did there come a time when you suggested to Dawkins an
12 additional business partner?
- 13 A. Yes.
- 14 Q. Who was that?
- 15 A. A gentleman named Jeff DeAngelo.
- 16 Q. How did you first meet Jeff DeAngelo?
- 17 A. So Marty Blazer had introduced me to Jeff DeAngelo.
- 18 Q. At the time, who did you think Jeff DeAngelo was?
- 19 A. Just a wealthy person trying to get into the sports
20 management business.
- 21 Q. Did you end up meeting with Jeff DeAngelo?
- 22 A. Yes.
- 23 Q. Where did you first meet him?
- 24 A. In Miami.
- 25 Q. What was your understanding regarding the amount of funds

Ia3dgat1

Sood - direct

1 Jeff DeAngelo had available to invest?

2 A. It seemed like he had a substantial amount of money, you
3 know, that he would be able to infuse into this company.

4 Q. Did there come a time when you learned that Jeff DeAngelo
5 was not in fact who he said he was?

6 A. Yes.

7 Q. What did you learn?

8 A. The day I was arrested, I learned that he was an undercover
9 FBI agent.

10 Q. Mr. Sood, you mentioned your arrest. When were you
11 arrested?

12 A. September 26, 2016.

13 Q. 2016?

14 A. Sorry. '17.

15 Q. On the day of your arrest, did you speak with law
16 enforcement?

17 A. Yes.

18 Q. Were you questioned about your activities involving college
19 basketball?

20 A. I was.

21 (Continued on next page)

22

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IA38GAT2

Sood - Direct

1 Q. When you were asked about the payments to Brian Bowen
2 Senior, were you truthful about what happened?

3 A. I was not.

4 Q. Were you truthful about the amount of money that you had
5 provided to Bowen Senior?

6 A. I was not.

7 Q. Were you truthful about the purpose of the payment?

8 A. No.

9 Q. Were you asked about various other activities that you had
10 been involved in in college basketball recruiting?

11 A. Yes.

12 Q. Were you truthful about those activities?

13 A. No.

14 Q. Why were you not truthful, Mr. Sood?

15 A. I was scared, I was nervous, just been arrested.

16 Q. After you were arrested, did you later decide to cooperate
17 with law enforcement?

18 A. I did.

19 Q. Did you meet with the government and tell the government
20 about your conduct?

21 A. Yes.

22 Q. At those meetings, were you truthful about your conduct?

23 A. Yes.

24 Q. In addition to discussing college basketball, did you also
25 meet with another U.S. attorney's office?

IA38GAT2

Sood - Direct

1 A. I did.

2 Q. What were you discussing with them?

3 A. I was chairman of a community bank in New Jersey called
4 First Choice. They had an open investigation so I voluntarily
5 went in and provided information.

6 Q. Have you ever been charged with any crimes regarding your
7 involvement at First Choice Bank?

8 A. No.

9 Q. Mr. Sood, did there come a time when you pleaded guilty to
10 federal crimes?

11 A. Yes.

12 Q. Did you have any agreement with the government at the time
13 that you pleaded guilty?

14 A. Yes.

15 Q. What kind of agreement did you have?

16 A. A cooperation agreement.

17 Q. What benefit were you hoping to receive as a result of your
18 cooperation?

19 A. The best sentence possible.

20 Q. Have you met with the government in connection with your
21 cooperation?

22 A. I have.

23 Q. Many times?

24 A. About a dozen times.

25 Q. What is your understanding of what you are required to do

1 under your cooperation agreement?

2 A. Tell the truth, provide relevant information, and not
3 commit any crimes.

4 Q. If you live up your obligations under the agreement, what
5 is your understanding of what the government will do?

6 A. They will tell my judge I cooperated and all the other
7 facts of my case.

8 Q. Are they going to tell the judge just about your
9 cooperation or other things as well?

10 A. Everything.

11 Q. Does that include your crimes?

12 A. Yes.

13 Q. What are you hoping will happen as a result of the
14 government writing this letter to the judge?

15 A. I hope to get the best sentence possible.

16 Q. Will the government recommend a specific sentence to the
17 judge?

18 A. No.

19 Q. What is the highest sentence that you can get for all the
20 crimes that you pleaded guilty to?

21 A. 35 years.

22 Q. In addition to the scheme to pay players and their
23 families, did you also plead guilty to bribing public
24 officials?

25 A. Yes.

IA38GAT2

Sood - Direct

1 Q. Who were those officials?

2 A. Coaches.

3 Q. Under this agreement, did you receive immunity for certain
4 things?

5 A. Yes.

6 Q. What did you receive immunity for?

7 A. Lying to the FBI.

8 Q. Is 35 years the maximum punishment even if the government
9 writes that letter to the judge?

10 A. Yes.

11 Q. Do you face any fines?

12 A. Yes.

13 Q. What is your understanding of who will ultimately decide
14 your sentence?

15 A. A judge.

16 Q. Is the judge required to give you a lower sentence if the
17 government writes a letter on your behalf?

18 A. No.

19 Q. If you violate the cooperation agreement, do you believe
20 that the government will still write that letter to the judge?

21 A. No.

22 Q. Have you been promised that you will get a lower sentence
23 as a result of your cooperation?

24 A. No.

25 Q. Have any promises been made to you about the sentence that

IA38GAT2

Sood - Direct

1 you will get?

2 A. No.

3 Q. Mr. Sood, do you believe that the outcome of this trial
4 will have any effect on whether the government writes that
5 letter to the judge?

6 A. No.

7 Q. What is your understanding of what does matter under the
8 agreement?

9 A. I tell the truth.

10 Q. What happens if you're not truthful?

11 A. The government could tear up the agreement.

12 Q. Are you still bound by your guilty plea at that point?

13 A. Yes.

14 MR. SOLOWIEJCZYK: Your Honor, the government offers
15 Government Exhibit 4 at this time.

16 Actually, my apologies.

17 Q. Can I direct your attention in the binder that you have to
18 Government Exhibit 4.

19 My apologies. 2004, Mr. Sood.

20 A. OK.

21 Q. Do you recognize that document?

22 A. Yes.

23 Q. What is it?

24 A. It's the cooperation agreement.

25 Q. Can you turn to the last page?

IA38GAT2

Sood - Direct

1 A. Yes.

2 Q. Did you sign this agreement?

3 A. I did.

4 Q. Was that at the time you pleaded guilty?

5 A. Yes.

6 MR. SOLOWIEJCZYK: The government offers Government
7 Exhibit 2004.

8 THE COURT: Received.

9 (Government's Exhibit 2004 received in evidence)

10 Q. Mr. Sood, did you eventually go forward with forming a
11 company with Christian Dawkins and Jeff DeAngelo?

12 A. Yes.

13 Q. I want to direct your attention to what has been marked as
14 523 that is in front of you.

15 Do you recognize that document?

16 A. Yes.

17 Q. Generally what is it?

18 A. It's a shareholders agreement between the partners.

19 Q. Did you sign this agreement?

20 A. I did.

21 Q. Did you review it before you signed it?

22 A. I did.

23 MR. SOLOWIEJCZYK: The government offers Government
24 Exhibit 523.

25 THE COURT: Received.

1 (Government's Exhibit 523 received in evidence)

2 Q. Mr. Sood, I want to direct your attention to the second to
3 last page of the document.

4 MR. SOLOWIEJCZYK: Permission to publish, your Honor.
5 My apologies.

6 THE COURT: Yes.

7 Q. Who are the signatories to this agreement?

8 A. Christian Dawkins, Jeff DeAngelo and myself.

9 Q. Did you meet in person to sign this agreement?

10 A. Yes.

11 Q. Where did you meet?

12 A. In Manhattan.

13 Q. Directing you to the fourth page of the document, and the
14 provision number 5 in particular.

15 A. OK.

16 Q. Mr. Sood, were you going to be providing any funds to Loyd
17 as part of the formation of the company?

18 A. Yes.

19 Q. How much were you providing?

20 A. I was providing 40,000.

21 Q. And how much was Mr. DeAngelo providing?

22 A. 185,000.

23 Q. What did Dawkins tell you regarding how these funds were
24 going to be used?

25 A. A combination of salary, travel expenses, and to pay family

1 members or others.

2 Q. Family members and others related to who?

3 A. College players.

4 Q. Directing your attention to the last page of the document.

5 A. Yes.

6 Q. What percentage stake were you going to be receiving in
7 Loyd?

8 A. 15 percent.

9 Q. How about Mr. DeAngelo?

10 A. 35.

11 Q. What about Mr. Dawkins?

12 A. 50.

13 Q. Why was Dawkins getting the greatest percentage?

14 A. He was going to be operating the business day-to-day.

15 Q. What was his title within the company?

16 A. President.

17 Q. I want to direct you to page 6 of the document, the top of
18 that page.

19 MR. SOLOWIEJCZYK: The next page, please. The
20 addresses.

21 Q. Where did you believe Jeff DeAngelo was based, Mr. Sood?

22 A. Manhattan.

23 Q. Did you end up providing the funds that are described in
24 this agreement?

25 A. Yes.

IA38GAT2

Sood - Direct

1 Q. Why did you provide those funds?

2 A. In order to get clients.

3 Q. I want to direct you now to Government Exhibit 520.

4 Do you recognize that document?

5 A. OK. Yes.

6 Q. What is it?

7 A. It's an e-mail from Christian Dawkins on May 24, 2017 to
8 me.

9 Q. What does it generally relate to?

10 A. A list of various potential clients.

11 MR. SOLOWIEJCZYK: The government offers Government
12 Exhibit 520, your Honor.

13 THE COURT: Received.

14 (Government's Exhibit 520 received in evidence)

15 Q. What is the date of this e-mail, Mr. Sood?

16 A. May 24, 2017.

17 Q. What is the subject?

18 A. Loyd Inc.

19 Q. Directing you to the first section of the e-mail, "Below is
20 a list of guys I have retained." Do you see that section?

21 A. Yes.

22 Q. What is your understanding as to what stage of their
23 careers these players were in?

24 A. Either entering the NBA or in the NBA.

25 Q. Going to the next section of the e-mail, Mr. Dawkins

IA38GAT2

Sood - Direct

1 stated, "Here is a list of guys I am involved with moving
2 forward."

3 What was your understanding of the stage of the
4 careers these players were in?

5 A. College, except for one.

6 Q. Who is the one?

7 A. Brian Bowen.

8 Q. What does it say as to Mr. Bowen?

9 A. College undecided.

10 Q. At the time you received this e-mail, did you know any
11 specifics about Brian Bowen's college decision?

12 A. No.

13 Q. Mr. Sood, I want to direct your attention to June of 2017.
14 Did there come a time when you travelled to Las Vegas?

15 A. Yes.

16 Q. Why did you go to Las Vegas?

17 A. To attend the ASM Sports Day.

18 Q. What was that?

19 A. That's when the agency had all their prospective clients
20 attend and be met with -- be with coaches and professional NBA
21 coaches and scouts and general managers.

22 Q. Who invited you?

23 A. Christian.

24 Q. Was he there as well?

25 A. Yes.

IA38GAT2

Sood - Direct

1 Q. Mr. Sood, did you frequently communicate with Mr. Dawkins
2 via text message?

3 A. Yes.

4 Q. I want to direct your attention to what has been marked as
5 Government Exhibits 102N-1, N-2, N-3, N-4, and N-5.

6 What are those documents?

7 A. Text messages between myself and Christian.

8 MR. SOLOWIEJCZYK: The government offers Government
9 Exhibits 102N-1, 102N-2, 102N-3, 102N-4 and 102N-5.

10 THE COURT: Is there any objection?

11 MR. HANEY: No objection.

12 MR. MOORE: No objection.

13 MS. DONNELLY: No objection.

14 THE COURT: Government Exhibits 102N-1 through N-5
15 received.

16 (Government's Exhibits 102N-1, 102N-2, 102N-3, 102N-4,
17 102N-5 received in evidence)

18 MR. SOLOWIEJCZYK: Permission to publish 102N-1.

19 THE COURT: Yes.

20 BY MR. SOLOWIEJCZYK:

21 Q. Mr. Sood, what time period does this exhibit cover?

22 A. June 1st to June 3rd.

23 Q. Were you in Las Vegas during this time period?

24 A. Yes.

25 Q. Was that for the ASM Sports Day?

IA38GAT2

Sood - Direct

- 1 A. Yes.
- 2 Q. Looking at the first message --
- 3 MR. SOLOWIEJCZYK: If you could just zoom in on that,
- 4 Ms. Lee.
- 5 Q. -- who is that message from?
- 6 A. It's from me to Christian.
- 7 Q. What was the Culinary Dropout restaurant?
- 8 A. It's a restaurant in the Hard Rock Hotel & Casino.
- 9 Q. Did you end up meeting with Mr. Dawkins there that day?
- 10 A. Yes.
- 11 Q. During that meeting, did there come a time when Dawkins
- 12 took a phone call?
- 13 A. Yes.
- 14 Q. Were you able to hear the other side of the call?
- 15 A. No.
- 16 Q. By the way Mr. Sood, was that meeting on the date of this
- 17 message?
- 18 A. Yes.
- 19 Q. When Dawkins got off the phone, what, if anything, did he
- 20 tell you about who he was speaking with?
- 21 A. What I recall is that he was speaking with Rick Pitino.
- 22 Q. Who is Rick Pitino?
- 23 A. The former head coach of University of Louisville.
- 24 Q. What did Dawkins tell you about the conversation he had
- 25 just had?

IA38GAT2

Sood - Direct

1 A. That a player named Brian Bowen was going to go to
2 University of Louisville to play basketball.

3 Q. Did he tell you anything else about the conversation?

4 A. No.

5 Q. What did Dawkins say to you that day, if anything, about
6 the role he had played in Brian Bowen's college decision?

7 A. That he played an important role in helping him decide.

8 Q. I want to direct you to the last page of the document,
9 102 -- the third page, the last message.

10 What date is this from?

11 A. June 3rd.

12 Q. Who is this message from?

13 A. From me.

14 MR. SOLOWIEJCZYK: Can you zoom in on it, Ms. Lee.

15 Q. Was this a few days after the lunch meeting you had with
16 Mr. Dawkins?

17 A. Yes.

18 THE COURT: Which exhibit is this, please.

19 MR. SOLOWIEJCZYK: 102N-1, your Honor.

20 THE COURT: Thank you.

21 Q. Mr. Sood, around the time Loyd was formed, did Dawkins
22 introduce you to anyone that was affiliated with Adidas?

23 A. Yes.

24 Q. Who was that?

25 A. Merl Code.

IA38GAT2

Sood - Direct

1 Q. What did Dawkins tell you about Merl Code?

2 A. That he was in the -- he worked with Adidas in their
3 basketball group, and he had spent about 14 years at Nike and
4 now he was helping Adidas build their basketball practice.

5 Q. What did Dawkins say, if anything, whether Code could be
6 helpful to your new business?

7 A. Yes. He said he had a tremendous amount of relationships
8 across players, coaches, and I guess AAU coaches as well.

9 Q. Did you eventually meet with Mr. Code?

10 A. Yes.

11 Q. Where did that occur?

12 A. In Manhattan.

13 Q. What was generally the purpose of that meeting?

14 A. To discuss how we can work together.

15 Q. Mr. Sood, who was present for that meeting?

16 A. Myself, Merl Code, Christian Dawkins, Marty Blazer, my
17 assistant Alicia, Jeff DeAngelo, and Jill Bailey.

18 Q. You mentioned Jill Bailey. Who did you think she was?

19 A. At that time, I thought she was Jeff DeAngelo's business
20 partner.

21 Q. What did you later learn about Jill Bailey?

22 A. She was also an undercover agent.

23 MR. SOLOWIEJCZYK: At this time, the government
24 requests permission to publish Government Exhibit 75 and
25 Government Exhibit 75T, which is a transcript of Government

IA38GAT2

Sood - Direct

1 Exhibit 75.

2 THE COURT: Yes.

3 MR. SOLOWIEJCZYK: Your Honor, permission to
4 distribute binders of the transcripts that we are going to be
5 going through during the examination to the jury.

6 THE COURT: Yes.

7 Members of the jury, don't go leafing through these
8 transcripts. Look only at the ones that counsel directs you to
9 and only when he is directing you to do that.

10 I should tell you also that the evidence of these
11 telephone calls, meetings, and other recorded events actually
12 is the recording. The transcripts are an aid to you in
13 following the recordings, and if for any reason you hear some
14 difference between the recording and the transcript, it's the
15 recording that is the evidence as distinguished from the
16 transcript. That holds throughout the case unless I tell you
17 otherwise.

18 BY MR. SOLOWIEJCZYK:

19 Q. Mr. Sood, did you have an opportunity to review Government
20 Exhibit 75T before testifying?

21 A. Yes.

22 Q. Did you have an opportunity to correct any inaccuracies
23 within that transcript?

24 A. Yes.

25 Q. At the time of this meeting, did you know it was being

IA38GAT2

Sood - Direct

1 recorded?

2 A. No.

3 MR. SOLOWIEJCZYK: Ms. Lee, if you could play the
4 first clip.

5 (Video played)

6 MR. SOLOWIEJCZYK: Can you pause for a second,
7 Ms. Lee.

8 Q. Who is speaking just now?

9 A. That was Christian Dawkins.

10 MR. SOLOWIEJCZYK: You can proceed, Ms. Lee.

11 (Video played)

12 MR. SOLOWIEJCZYK: Can you pause for a moment,
13 Ms. Lee.

14 Q. Who is speaking right now, Mr. Sood?

15 A. Merl Code.

16 MR. SOLOWIEJCZYK: Thank you, Ms. Lee.

17 (Video played)

18 Q. Mr. Sood, directing your attention back to page 7, line 19
19 of the transcript, and focusing your attention to the term
20 "shoe wars," what did you understand the shoe wars to be?

21 A. When the top shoe companies, top shoe companies are trying
22 to retain basketball players to wear their sneakers and other
23 apparel.

24 Q. Mr. Sood, did Christian Dawkins indicate to you why you
25 were meeting with Merl Code?

IA38GAT2

Sood - Direct

1 A. So we could potentially work together in his relationships.

2 Q. At this point, how long had you known Dawkins,
3 approximately?

4 A. About a year.

5 Q. Did you frequently communicate with him about the business
6 you were starting?

7 A. Yes.

8 Q. About your player recruitment strategy?

9 A. Yes.

10 Q. By phone?

11 A. Phone, text, e-mail.

12 Q. In person?

13 A. Yes.

14 Q. You formed a business together, is that right?

15 A. Yes.

16 Q. When he spoke to you and used certain terminology, did you
17 generally understand what he meant based on your existing
18 relationship?

19 A. Yes.

20 Q. Is that also true with Mr. Code once you met him at this
21 meeting?

22 A. Yes.

23 Q. I want to direct you to page 7, lines 21 to 25 of that
24 portion of the recording.

25 Mr. Code stated, "We all have our own leagues with our

IA38GAT2

Sood - Direct

1 own kids and we are trying to keep our kids obviously to see
2 them grow and develop but hopefully be able to sign them as
3 they become pros."

4 What was the purpose of Adidas grassroots basketball,
5 what was the ultimate objective?

6 A. To build relationships early so they can follow through as
7 they turn pro.

8 THE COURT: Is this a convenient spot for the morning
9 break?

10 MR. SOLOWIEJCZYK: Yes, your Honor.

11 THE COURT: Ten minutes.

12 The jury should know that we are going to take the
13 lunch break at 12 today, which is early, just because of other
14 commitments.

15 (Jury exits courtroom)

16 (Recess)

17 (Jury present)

18 THE COURT: The jury and the defendants are present as
19 they have been throughout.

20 You may continue.

21 BY MR. SOLOWIEJCZYK:

22 Q. Mr. Sood, by the time of this meeting, had you been
23 involved in paying player families for over a year?

24 A. Yes.

25 Q. Who was that involvement with?

IA38GAT2

Sood - Direct

1 A. Christian Dawkins.

2 Q. By the time of this meeting, had you been involved in
3 recruiting athletes as clients for a period of many years?

4 A. Yes.

5 Q. Prior to this meeting, did you have a discussion with
6 Dawkins in which he explained to you the purpose of this
7 meeting?

8 A. Yes.

9 Q. Did he explain to you what role Code would play in your
10 strategy?

11 A. Yes.

12 Q. Did you discuss all these matters before the meeting?

13 A. Yes.

14 Q. I want to direct your attention to page 8, lines 1 to 12.

15 THE COURT: Referring to the transcript of the June
16 20.

17 MR. SOLOWIEJCZYK: Yes.

18 Q. When Code stated, "We all have our own leagues with our own
19 kids and we are trying to keep our kids obviously to see them
20 grow and develop but hopefully to be able to sign them as they
21 become pros," what did you understand Code to mean?

22 MR. MOORE: Objection. Speculation.

23 THE COURT: Foundation.

24 MR. SOLOWIEJCZYK: Your Honor, at this point we
25 believe we have laid a foundation that Mr. Sood was working

IA38GAT2

Sood - Direct

1 closely with Mr. Dawkins and Mr. Code and understood how this
2 space worked and operated.

3 THE COURT: I think you need to do a little better.

4 BY MR. SOLOWIEJCZYK:

5 Q. Mr. Sood, did you have an understanding of what Code's role
6 was going to be in your strategy to recruit players?

7 A. Yes.

8 Q. Did you believe that you had an understanding sitting in
9 that room --

10 THE COURT: Where did you get the understanding of
11 what Mr. Code's role was to be?

12 Q. That's the question, Mr. Sood.

13 THE WITNESS: I'm sorry, your Honor.

14 THE COURT: Where did you get your understanding,
15 whatever it was, as to what Mr. Code's role was supposed to be?

16 THE WITNESS: Yes. From Christian Dawkins.

17 THE COURT: Next question.

18 Q. What was your role --

19 MR. SOLOWIEJCZYK: One moment, your Honor.

20 THE COURT: Try this one.

21 What did Mr. Dawkins tell you about that?

22 THE WITNESS: That Merl with his experience will be
23 able to introduce us to potential clients.

24 THE COURT: Counsel.

25 Q. Mr. Sood, directing you to page 8, lines 1 through 12, what

IA38GAT2

Sood - Direct

1 did you understand Code's strategy was going to be with kids in
2 grassroots basketball?

3 MR. MOORE: Objection.

4 THE COURT: The first thing is I have to hear the
5 question, right? Because if I don't hear the question, then
6 all I am hearing is objection.

7 MR. MOORE: Thank you.

8 THE COURT: Now, let me see if I can read the
9 question.

10 Sustained in that form.

11 Q. Sitting in that room, what did you believe the strategy
12 would be for your company Loyd Inc. with respect to players in
13 grassroots basketball?

14 A. If we start working with them at that age, we will be able
15 to follow them through through college and hopefully to the pro
16 level.

17 Q. How, if at all, did Adidas factor into that strategy?

18 MR. MOORE: Objection.

19 THE COURT: Overruled.

20 A. Adidas would be able to provide support, either monetary or
21 other support.

22 Q. How, if at all, was it relevant to your strategy where
23 grassroots players went to college?

24 A. There will be less competition for us and higher
25 probability that we would get the players as clients.

IA38GAT2

Sood - Direct

1 Q. Did it matter to your strategy whether the players went to
2 Adidas-sponsored schools?

3 A. No.

4 Q. Didn't Mr. Code work for Adidas, Mr. Sood?

5 A. Yes. Sorry. So, obviously, with Adidas behind us, it will
6 be easier for us to get them as clients as they go pro.

7 MR. SOLOWIEJCZYK: You can keep playing the video,
8 Ms. Lee.

9 (Video played)

10 Q. Mr. Sood, what did that last portion of the meeting pertain
11 to?

12 A. How the role that was played by Christian Dawkins, Merl and
13 Adidas in getting Brian Bowen to attend University of
14 Louisville.

15 THE COURT: Counsel, help me out here. This is
16 Government Exhibit 75A-T, is that right?

17 MR. SOLOWIEJCZYK: No, your Honor. It's 75T.

18 THE COURT: Thank you. Go ahead.

19 MR. SOLOWIEJCZYK: We are on page 10, your Honor.

20 THE COURT: Got that.

21 Go ahead.

22 Q. What was your understanding of what Merl Code and Adidas
23 played in Bowen's college decision?

24 A. He played a major role.

25 MR. SOLOWIEJCZYK: You can keep going, Ms. Lee.

1 (Video played)

2 MR. SOLOWIEJCZYK: Ms. Lee, we are going to move to
3 the text clip which begins at page 31, line 18 of the
4 transcript, 75T.

5 (Video played)

6 Q. Mr. Sood, what did you understand Dawkins to mean when he
7 said -- withdrawn.

8 What did you understand Dawkins to be saying regarding
9 how Merl Code, if at all, could assist your recruiting efforts?

10 MR. MOORE: Objection.

11 THE COURT: Sustained.

12 MR. SOLOWIEJCZYK: Your Honor, this is with respect to
13 Mr. Dawkins.

14 THE COURT: I know.

15 Q. Did you have an understanding as to how Merl Code, if at
16 all, could assist in your recruiting efforts?

17 A. Yes.

18 Q. What was that understanding based on?

19 A. His relationships and his ability to get us access to
20 players at grassroot levels.

21 MR. SOLOWIEJCZYK: You can keep going, Ms. Lee.

22 (Video played)

23 Q. Mr. Sood, what did you understand Code to mean when he
24 stated there was no recourse -- my apologies.

25 Did you understand what Code meant when he said there

IA38GAT2

Sood - Direct

1 was no recourse?

2 A. Yes.

3 Q. What was your understanding based on?

4 A. The fact that we are not supposed to be paying college
5 players or their family members.

6 MR. SOLOWIEJCZYK: You can continue, Ms. Lee.

7 (Video played)

8 MR. SOLOWIEJCZYK: You can play the next clip, which
9 starts at page 37, line 21.

10 (Video played)

11 Q. Mr. Sood, did you understand what Dawkins was saying when
12 he said, "But all those schools had a guy who was a top 15 pick
13 and I like, listen, whoever gets me the guy who is going to
14 have the best chance to be put in a position to get the kid, I
15 mean it was just the bottom line."

16 A. Yes.

17 Q. What was that understanding based on?

18 A. Just the discussion that if Brian Bowen goes to a
19 particular school, in return, we would want a top player we
20 could work with right away.

21 Q. What understanding did you have, if any, whether where
22 Brian Bowen went school would impact the bottom line for your
23 business?

24 MR. MOORE: Objection.

25 THE COURT: Foundation.

IA38GAT2

Sood - Direct

1 MR. SOLOWIEJCZYK: Withdrawn, your Honor.

2 Q. Did you discuss with Mr. Dawkins how where Brian Bowen went
3 to school could affect your business?

4 A. Yes. If he went to an Adidas school, there was a higher
5 probability he would work with us.

6 Q. Did you believe, based on your conversations with Mr.
7 Dawkins, that he had control or a role in Bowen's decision of
8 where to go to college?

9 A. Yes.

10 Q. What was your understanding, if any, based on your
11 conversations with Dawkins, whether he was a deciding factor in
12 Bowen's decision?

13 A. He played a critical role.

14 THE COURT: Is that something he said to you or is
15 that a conclusion you came to in your mind?

16 THE WITNESS: I believe it was a conclusion, your
17 Honor.

18 MR. MOORE: Move to strike, your Honor. He believes
19 it was a conclusion. Didn't seem too certain.

20 THE COURT: I will strike it, but the government can
21 try to lay a better foundation if it wishes.

22 The jury will disregard it for now.

23 Q. Mr. Sood, did you have discussions with Mr. Dawkins about
24 how Brian Bowen ended up at the University of Louisville?

25 A. Yes.

IA38GAT2

Sood - Direct

1 Q. During those discussions, did Dawkins indicate to you the
2 role he had played in that decision?

3 THE COURT: If any.

4 A. Yes.

5 THE COURT: What did he say?

6 THE WITNESS: That he played a critical role in
7 getting Brian to go to the university.

8 MR. SOLOWIEJCZYK: You can continue with the clip,
9 Ms. Lee.

10 (Video played)

11 MR. SOLOWIEJCZYK: Your Honor, permission to publish
12 75A, which is a continuation of this video.

13 THE COURT: All right.

14 MR. SOLOWIEJCZYK: I believe we are going to begin at
15 page 2, line 14 of the transcript, which is 75AT.

16 (Video played)

17 Q. Mr. Sood, based on this conversation, what, if anything,
18 did you think regarding the role Oregon had played in Brian
19 Bowen's college decision?

20 A. I believe he was planning to attend Oregon.

21 Q. Based on this portion of the conversation, what, if
22 anything, did you think Dawkins and Code wanted with respect to
23 that decision?

24 MR. MOORE: Objection.

25 MR. HANEY: Objection.

IA38GAT2

Sood - Direct

1 THE COURT: Sustained.

2 Q. Mr. Sood, did you believe that Merl Code played a role in
3 Brian Bowen going to the University of Louisville?

4 A. Yes.

5 Q. Was that based in part on the conversation that happened
6 here that day?

7 A. Yes.

8 Q. At line 19 of page 4, Mr. Dawkins stated, "By getting him a
9 good scholarship, that's how."

10 Based on your prior discussions with Christian
11 Dawkins, did you think that a scholarship was why Brian Bowen
12 went to Louisville?

13 MR. MOORE: I object.

14 THE COURT: Sustained.

15 Did something happen in this meeting immediately after
16 Mr. Dawkins said that?

17 Mr. Sood, did something happen?

18 You were there, right?

19 THE WITNESS: Yes.

20 THE COURT: What happened?

21 THE WITNESS: Well, we had talked about -- they had
22 talked about --

23 THE COURT: Was there any reaction by people to what
24 Mr. Dawkins said?

25 THE WITNESS: I don't recall, your Honor.

1 Q. Directing you to the transcript, line 21.

2 MR. SOLOWIEJCZYK: Can you replay that portion of the
3 clip, Ms. Lee.

4 (Video played)

5 Q. Was there laughter after Dawkins said that?

6 MR. MOORE: Objection.

7 THE COURT: Overruled.

8 MR. SOLOWIEJCZYK: You can go on to the next clip,
9 Ms. Lee.

10 It's at page 7, line 3.

11 (Video played)

12 (Continued on next page)

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Ia3dgat3

Sood - direct

1 MR. SOLOWIEJCZYK: Ms. Lee, we can go on to the next
2 clip, which begins at page 19, line 14.

3 (Video played)

4 MR. SOLOWIEJCZYK: Turning to the next clip, it begins
5 at page 25, line 12.

6 THE COURT: OK. We are going to break here for lunch.
7 1:15, folks.

8 THE CLERK: All rise.

9 Will the jury please come this way.

10 (Luncheon recess)

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Ia3dgat3

Sood - direct

1 Q. Did you have any conversations with Merl Code about Bowen
2 prior to the day you made the payment?

3 A. Yes.

4 Q. Did you believe these payments would be disclosed to the
5 University of Louisville?

6 A. No.

7 Q. Before our lunch break, we were reviewing Government
8 Exhibit 75A, which is a video of a meeting. Was that meeting
9 one of the conversations you had with Christian Dawkins and
10 Merl Code about the Bowen payments?

11 A. Yes.

12 MR. SOLOWIEJCZYK: All right. We are turning to page
13 25, line 12.

14 (Video played)

15 Q. Mr. Sood, in that portion of the recording, Rick Patino is
16 mentioned. Who is he?

17 A. The former coach of the University of Louisville
18 basketball.

19 Q. Sitting there in that room, did you believe that Rick
20 Patino had been told about the payments?

21 A. I believe that he knew something but not everything.

22 MR. SOLOWIEJCZYK: Turning to page 31, line 12.

23 (Video played)

24 Q. Mr. Sood, in recruiting clients, how, if at all, would it
25 assist you to have access to grassroots basketball teams?

Ia3dgat3

Sood - direct

1 A. It allows us to work with players at a much younger age
2 than at the pro level.

3 Q. How, if at all, did you believe Merl Code could assist you
4 with that access?

5 A. As he said, he had access to a lot of these programs'
6 coaches.

7 Q. Was that in part based on his role at Adidas?

8 A. Yes.

9 MR. SOLOWIEJCZYK: We are going to turn to page 35,
10 line 16.

11 (Video played)

12 MR. SOLOWIEJCZYK: Then, Ms. Lee, we are going to go
13 ahead all the way to page 72.

14 (Video played)

15 MR. SOLOWIEJCZYK: Ms. Lee, just turn to page 73 for a
16 moment.

17 Q. At line 20, Merl Code said, "Jim and I are meeting
18 tonight."

19 Mr. Sood, at that time did you know who Jim was?

20 A. No.

21 Q. Mr. Sood, after the meeting in New York that day, where did
22 you go?

23 A. I went to the bank.

24 Q. And why did you go to the bank?

25 A. To make a deposit.

Ia3dgat3

Sood - direct

1 Q. What account did you deposit money into?

2 A. Loyd, Loyd Management.

3 Q. Who controlled that account?

4 A. Christian Dawkins.

5 Q. What was that money for?

6 A. For expenses and paying family members, handlers.

7 Q. Was the branch you went to in Manhattan?

8 A. Yes, it was.

9 MR. SOLOWIEJCZYK: Your Honor, at this time the
10 government would like to publish Government Exhibit 21 and 21T,
11 the related transcript.

12 THE COURT: Yes.

13 (Video played)

14 THE COURT: What page of the transcript should we have
15 been looking at?

16 MR. SOLOWIEJCZYK: My apologies, your Honor. We are
17 starting at page 12, and I was -- your Honor, I also was just
18 going to note the first page of the transcript states the call
19 was on July 7, 2017, and the participants are Merl Code and
20 Christian Dawkins.

21 So, we are starting on page 12 at line 13.

22 THE COURT: Try to keep things running in sync. OK?

23 (Video played)

24 MR. SOLOWIEJCZYK: And turning to page 19 of the
25 transcript.

Ia3dgat3

Sood - direct

1 (Video played)

2 MR. SOLOWIEJCZYK: You can take that exhibit down,
3 Ms. Lee.

4 Q. Mr. Sood, did there come a time when you learned more
5 details regarding the circumstances of Brian Bowen's commitment
6 to the University of Louisville?

7 A. Yes.

8 Q. Who did you first learn this from?

9 A. From Christian.

10 Q. Did you have a conversation with Dawkins regarding those
11 details?

12 A. Yes.

13 Q. Was it by phone?

14 A. Yes.

15 Q. During that telephone call, what did Dawkins tell you?

16 A. He just mentioned that there was a delay at Adidas.
17 They -- they promised a hundred thousand to the father, to
18 Brian Bowen, Sr., and the first payment was about two -- a
19 couple of weeks late.

20 Q. Why did they promise the hundred thousand to Bowen Senior?

21 A. To ensure that his -- that Brian Bowen, Jr. goes to play
22 basketball at Louisville.

23 Q. What, if anything, was being asked of you at that time?

24 A. Provide a loan of 25,000.

25 Q. When you say "a loan," what do you mean?

Ia3dgat3

Sood - direct

1 A. That we would get paid back by Adidas hopefully in a few
2 weeks.

3 MR. SOLOWIEJCZYK: I want to direct your attention to
4 Government Exhibit 22. And with the Court's permission, we
5 would play that recording at this time.

6 THE COURT: Yes.

7 MR. SOLOWIEJCZYK: And 22T is the associated
8 transcript.

9 This call is dated July 7, 2017, and the participants
10 are Christian Dawkins and Munish Sood.

11 So, this is Government Exhibit 22, July 7, 2017. The
12 participants are Christian Dawkins and Munish Sood, and we are
13 starting at page 1, line 1.

14 (Video played)

15 MR. SOLOWIEJCZYK: Now turning to page 3, line 7 of
16 the transcript.

17 (Video played)

18 MR. SOLOWIEJCZYK: You can take that down, Ms. Lee.

19 Q. Mr. Sood, did you have a conversation with Jeff DeAngelo
20 regarding the payments?

21 A. I did.

22 Q. What was his reaction?

23 A. You know, he was open to it but he wanted additional
24 information.

25 Q. Open to doing what?

Ia3dgat3

Sood - direct

1 A. Providing the \$25,000.

2 Q. What steps, if any, did you take to find out more
3 information about the payments?

4 A. I arranged for a conference call between myself, Jeff
5 DeAngelo and Merl Code.

6 Q. At the time of this call, where did you believe Jeff
7 DeAngelo was based?

8 A. In Manhattan.

9 MR. SOLOWIEJCZYK: I want to direct your attention to
10 Government Exhibit 57.

11 And with the Court's permission, we would offer
12 that -- sorry, it is in evidence, to publish it and the
13 transcript as well.

14 THE COURT: Yes.

15 MR. SOLOWIEJCZYK: We are starting at -- my apologies.
16 Before we start, this is a call from July 10, 2017. The
17 participants are Munish Sood, Merl Code and Jeff DeAngelo, and
18 we are starting at page 1, line 1.

19 (Video played)

20 MR. SOLOWIEJCZYK: Pause there. Thanks.

21 Q. Mr. Sood, who was funding the payments for Mr. Bowen?

22 A. Merl Code and Adidas.

23 MR. SOLOWIEJCZYK: You can continue.

24 (Video played)

25 Q. Mr. Sood, you ultimately participated in the payments to

Ia3dgat3

Sood - direct

1 Brian Bowen, Sr., correct?

2 A. Yes.

3 Q. Who were you trying to help when you were involved in those
4 payments?

5 A. We were trying to help ourselves and Adidas.

6 MR. SOLOWIEJCZYK: You can continue, Ms. Lee.

7 (Video played)

8 Q. Mr. Sood, based on your participation in this call, did you
9 believe the purchase orders and invoices Merl Code was
10 referring to -- withdrawn.

11 Mr. Sood, what, if anything, did you think about the
12 purchase orders and invoices Merl Code referred to on this
13 call?

14 MR. MOORE: Objection.

15 MR. SCHACHTER: Objection.

16 THE COURT: Sustained.

17 MR. SOLOWIEJCZYK: You can continue, Ms. Lee.

18 (Video played)

19 Q. Mr. Sood, at the time of this call, did you believe that
20 Adidas could engage in a monetary relationship with an amateur
21 athlete?

22 MR. SCHACHTER: Objection.

23 THE COURT: Sidebar.

24 (Continued on next page)

25

Ia3dgat3

Sood - direct

1 (At the sidebar)

2 THE COURT: What is the relevance of what this man
3 believed?

4 MR. SOLOWIEJCZYK: He's testified that he is a member
5 of the scheme to make payments to Brian Bowen, Sr. along with
6 Merl Code and Christian Dawkins. His state of mind is relevant
7 as a member of the conspiracy. It is his understanding of what
8 the nature of these payments were and what disclosures were
9 going to be made about them. Our understanding is there is
10 going to be cross-examination of this witness regarding what he
11 believed at the time about these payments.

12 THE COURT: Well, I'm not ruling on the
13 cross-examination.

14 What is the response? Whose objection is it?

15 MR. SCHACHTER: It is my objection, your Honor.

16 The jury doesn't need to make a determination about
17 Mr. Sood's intent or his belief at the time. They need to make
18 a determination as to what the defendants' beliefs were. So
19 his testimony regarding his own belief is irrelevant and
20 prejudicial.

21 MR. MOORE: And I would just add further, your Honor,
22 that I haven't heard any evidence thus far in this case which
23 would establish that he was a co-conspirator with our clients
24 in a conspiracy to defraud universities. That's the crime
25 here.

Ia3dgat3

Sood - direct

1 THE COURT: Yes. But it also doesn't matter to the
2 admissibility question, does it?

3 MR. MOORE: Perhaps not.

4 THE COURT: There was obviously concerted action going
5 on here.

6 MR. MOORE: I agree with that.

7 THE COURT: And it is within the scope of the
8 concerted action. So the question is is the mental state of
9 one of the conspirators -- "conspirator" for admissibility
10 purposes, not the charged crime -- admissible against the
11 others?

12 MR. MOORE: And I would argue that it is not.

13 THE COURT: Do you got a case?

14 MR. MOORE: Not off the top of my head.

15 THE COURT: How about you?

16 MR. SCHACHTER: I do not. And, actually, I actually
17 believe that the mental state of a co-conspirator is -- can be
18 relevant. And in fact, you know, I do anticipate -- I wish to
19 hold the government to this position -- we do anticipate trying
20 to introduce evidence that is relevant to the mental state of a
21 co-conspirator. And we do think it is relevant. Nonetheless,
22 we believe that this man's testimony on the witness stand right
23 now, his belief, we suggest, is not a 401/403 analysis if the
24 prejudice outweighs the relevance.

25 THE COURT: What do you have to say?

Ia3dgat3

Sood - direct

1 MR. SOLOWIEJCZYK: Your Honor, it is obviously highly
2 probative given that he is a member of the conspiracy. It is
3 obviously highly probative what he understood was being said on
4 these calls --

5 THE COURT: That is a different question. That is a
6 different question.

7 MR. SOLOWIEJCZYK: His own belief goes to, among other
8 things, the illegality --

9 MR. SCHACHTER: There is also another issue, your
10 Honor.

11 MR. SOLOWIEJCZYK: It allows him to explain his own
12 conduct, which we understand, among other things, made things
13 happen. His own understanding of his own conduct at the time
14 he was doing it it is going to be our understanding that they
15 are going to put at issue.

16 THE COURT: How much longer are you going to be on
17 direct?

18 MR. SOLOWIEJCZYK: I will try to keep it as short as
19 possible, your Honor. Probably about an hour at most. I am
20 trying to really cut out a lot of my questions, because I have
21 a sense that some of them your Honor may not be a big fan of.

22 THE COURT: Pass over this and give me a heads up
23 before you come back to it. Pass over it for now. I want to
24 think about it.

25 (Continued on next page)

Ia3dgat3

Sood - direct

1 (In open court)

2 THE COURT: OK. Next question.

3 MR. SOLOWIEJCZYK: You can continue playing, Ms. Lee.

4 (Video played)

5 Q. Mr. Sood, following this call, did you make a payment to
6 Brian Bowen, Sr.?

7 A. Yes.

8 Q. Did you do it in cash?

9 A. Yes.

10 Q. Why did you do it in cash?

11 A. That's what was requested.

12 Q. Any other reasons?

13 A. It was cleaned.

14 MR. SOLOWIEJCZYK: You can keep playing, Ms. Lee.

15 THE COURT: I'm sorry. Pause.

16 Who made the request that it be done in cash?

17 THE WITNESS: Merl Code.

18 THE COURT: Go ahead. Thank you.

19 MR. SOLOWIEJCZYK: Thank you.

20 (Video played)

21 (Continued on next page)

22

23

24

25

IA38GAT4

Sood - Direct

1 (Video played)

2 BY MR. SOLOWIEJCZYK:

3 Q. Mr. Sood, did Christian Dawkins ever tell you that he did
4 any consulting work for Adidas?

5 A. No.

6 MR. SOLOWIEJCZYK: You can keep playing, Ms. Lee.

7 (Video played)

8 Q. Mr. Sood, what did Mr. Code tell you regarding how you
9 would be reimbursed the money?

10 A. That he could not pay Loyd directly, but it had to go
11 through a 501(c)(3) foundation.

12 MR. SOLOWIEJCZYK: You may continue, Ms. Lee.

13 (Video played)

14 Q. Mr. Sood, did you ultimately agree after this call to be
15 involved in making a payment to Bowen Senior?

16 A. Yes.

17 Q. Why did you agree to make the payment?

18 A. For the benefit of the business.

19 Q. What business?

20 A. The Loyd Management.

21 Q. Is that the business you started with Dawkins?

22 A. Yes.

23 Q. Who actually provided the \$25,000?

24 A. Jeff DeAngelo.

25 Q. How were you involved?

IA38GAT4

Sood - Direct

1 A. I delivered it to the father.

2 Q. How did you get the money from Jeff DeAngelo?

3 A. Jeff DeAngelo came to my office the day before and dropped
4 off an envelope with the 25,000.

5 MR. SOLOWIEJCZYK: Can I have one moment, your Honor.

6 Q. Mr. Sood, did Christian Dawkins ever tell you that his
7 payments to Brian Bowen Senior would be disclosed to the
8 University of Louisville?

9 MR. MOORE: Object, your Honor.

10 THE COURT: Overruled.

11 A. No.

12 Q. Did Merl Code ever tell you that these payments to Brian
13 Bowen Senior would be disclosed to the University of
14 Louisville?

15 A. No.

16 Q. Mr. Sood, how did it matter to you, if at all, whether
17 Brian Bowen played college basketball?

18 MR. HANEY: Objection.

19 THE COURT: Overruled.

20 A. Obviously, if he plays college basketball, it increases his
21 chances of making a pro basketball team.

22 Q. At the time you made the payment, did you believe they were
23 permitted under NCAA rules?

24 A. No.

25 Q. Sir, I want to talk about the day you provided the payment,

IA38GAT4

Sood - Direct

1 Mr. Sood.

2 How much money did you provide to Mr. Bowen?

3 A. 19,400.

4 Q. What did you do with the remainder of the 25,000?

5 A. We deposited it in a bank.

6 Q. Whose bank account?

7 A. Loyd.

8 Q. How much money did you give Bowen's father?

9 A. 19,400.

10 Q. Where was Bowen's father coming from to meet you?

11 A. From Louisville, Kentucky.

12 Q. I want to direct you to 102N-3. The page with the message
13 on July 12.

14 MR. SOLOWIEJCZYK: It's a few pages ahead, Ms. Lee.

15 Q. The middle of the page, can you just read the
16 message -- who sent that message to you in the first message?

17 A. Christian Dawkins.

18 Q. Could you just read it?

19 A. "OK. Cool. Give him 19,400, put the rest in my account."

20 Q. You said you did that, is that right?

21 A. Yes.

22 Q. What airport did Mr. Bowen fly into?

23 A. LaGuardia.

24 Q. Where did you end up meeting him?

25 A. In a parking lot in an office building in northern New

IA38GAT4

Sood - Direct

1 Jersey.

2 Q. Did you speak with Mr. Bowen by phone the day you met with
3 him?

4 A. Yes.

5 Q. Prior to meeting with Mr. Bowen, did you have a call with
6 Mr. Dawkins?

7 A. Yes.

8 Q. Was that soon before you provided the payment to Bowen
9 Senior?

10 A. That's correct.

11 Q. Directing you to Government Exhibit 63 and 63T.

12 MR. SOLOWIEJCZYK: Your Honor, we would ask for
13 permission to publish this exhibit at this time.

14 THE COURT: Yes.

15 MR. SOLOWIEJCZYK: This is from July 13, 2017, and the
16 participants are Christian Dawkins and Munish Sood.

17 We are starting on page 1, line 1.

18 (Audio played)

19 Q. Mr. Sood, as you were driving to meet Brian Bowen Senior,
20 how were you feeling?

21 A. I was nervous.

22 Q. Why were you nervous?

23 A. I was driving around with 19,000, almost \$20,000.

24 Q. Had you ever been involved in delivering a cash payment
25 like this before?

IA38GAT4

Sood - Direct

1 A. No.

2 MR. SOLOWIEJCZYK: One moment, your Honor.

3 Q. Mr. Sood, directing you to page 3, lines 18 to 22.

4 Who is Alicia?

5 A. My assistant.

6 MR. SOLOWIEJCZYK: You can take that down, Ms. Lee.

7 Q. Where did you end up meeting Brian Bowen Senior?

8 A. In a parking lot in northern New Jersey.

9 Q. Why were you there in that parking lot?

10 A. I had another meeting to attend.

11 Q. Mr. Sood, can you describe what happened when you met with
12 Brian Bowen Senior in the parking lot?

13 A. I got there first. I was waiting for him. He had a rental
14 car. He pulled up next to me. He came out. I actually had
15 brought him a sandwich because he had been driving around so I
16 brought him a sandwich. Then kind of small talk. I gave him
17 the envelope with the money, and he invited me to come to
18 Louisville to watch his son play and meet the family.

19 Q. Mr. Sood, after that meeting, did you speak with Christian
20 Dawkins again?

21 A. Yes.

22 Q. Was that by phone?

23 A. Yes.

24 MR. SOLOWIEJCZYK: Permission to publish Government
25 Exhibit 29 and 29T.

IA38GAT4

Sood - Direct

1 THE COURT: Yes.

2 MR. SOLOWIEJCZYK: This is a July 14, 2017 call
3 between Christian Dawkins and Munish Sood. And we are going to
4 start at page 2, line 1.

5 (Audio played)

6 Q. Mr. Sood, directing you to page 5, lines 18 through 20, you
7 mentioned here that you spoke to Jeff because Merl called me.
8 Did you have a conversation with Merl Code?

9 A. Yes.

10 Q. What was that conversation about?

11 A. Merl was just, I recall was nervous about our previous call
12 between the three of us where I stated that Jeff -- it seemed
13 like Jeff was talking to somebody else in the background.

14 Q. Directing you to page 6, lines 12 to 15, what, if anything,
15 did Merl tell you regarding text messages that had been sent to
16 him?

17 A. I believe that Jeff was sending a number of -- multiple
18 text messages pretty much all day long.

19 Q. To who?

20 A. To Jeff -- sorry, to Merl Code.

21 Q. What, if anything, did Merl say about his concerns
22 regarding that?

23 A. It was making him nervous.

24 MR. SOLOWIEJCZYK: At this time, the government would
25 request permission to -- the government offers Government

1 Exhibit 104L.

2 THE COURT: Any objection?

3 Received.

4 (Government's Exhibit 104L received in evidence)

5 MR. SOLOWIEJCZYK: If you could just zoom in, Ms. Lee.

6 Thank you, Ms. Lee.

7 MR. SOLOWIEJCZYK: We are going to return now to
8 Government Exhibit 29 and pick up at page 8, line 13 of the
9 transcript.

10 (Audio played)

11 MR. SOLOWIEJCZYK: You can take that down, Ms. Lee.

12 Q. Mr. Sood, if I could direct your attention to Government
13 Exhibit 102N-4.

14 A. OK.

15 Q. Who are these text messages between?

16 A. Myself and Christian.

17 Q. Just looking at the first message at the top --

18 MR. SOLOWIEJCZYK: If you could zoom in on that,
19 Ms. Lee.

20 Q. -- who is this message from?

21 A. From Christian.

22 Q. Can you just read it?

23 A. "Can you send the 6K today to my PNC account?"

24 MR. SOLOWIEJCZYK: If you could go down to the next
25 set of messages, Ms. Lee, starting with "wire has been sent"

IA38GAT4

Sood - Direct

- 1 down to "Loyd."
- 2 Q. Mr. Sood, did you in fact send the wire?
- 3 A. Yes.
- 4 Q. Which account did you send it to?
- 5 A. Loyd.
- 6 Q. If I could direct you to Government Exhibit 528. It's in
- 7 your binder. It's not yet in evidence.
- 8 A. Which one is it, 528?
- 9 Q. Yes.
- 10 Do you recognize that document?
- 11 A. Hold on.
- 12 Q. My apologies.
- 13 A. OK. Got it.
- 14 Q. Do you recognize that document?
- 15 A. Yes.
- 16 Q. What is it?
- 17 A. It's a wire transfer form.
- 18 Q. From what account to what account?
- 19 A. From a -- from MOGA Group to Loyd, to Loyd Inc.
- 20 Q. What is MOGA Group?
- 21 A. It's one of my entities.
- 22 Q. Did you control the bank account for MOGA Group?
- 23 A. Yes.
- 24 Q. Did you cause this wire transfer to be sent?
- 25 A. Yes.

IA38GAT4

Sood - Direct

1 Q. You said it went to the Loyd Inc. account?

2 A. Yes.

3 MR. SOLOWIEJCZYK: The government offers Government
4 Exhibit 528, your Honor.

5 THE COURT: Received.

6 (Government's Exhibit 528 received in evidence)

7 MR. SOLOWIEJCZYK: Ms. Lee, turning back to 102N-4.

8 At the bottom of the page, if we can zoom in there.

9 Q. Mr. Sood, directing you to the message from August 23, 2017
10 stating, "Is Jill bringing you my cash?," who sent that
11 message?

12 A. Jill Bailey.

13 Q. Who sent you that message?

14 A. Sorry. Christian Dawkins.

15 Q. Did you meet with Jill Bailey?

16 A. Yes.

17 Q. Where did you meet?

18 A. In Manhattan.

19 Q. When you met with her, what happened?

20 A. She gave me an envelope of cash.

21 Q. Once you received that cash, did you have any discussions
22 with Christian Dawkins regarding what to do with it?

23 A. Yes.

24 Q. Is that discussed in the text messages on this chain?

25 A. Yes.

IA38GAT4

Sood - Direct

1 Q. Mr. Sood, around this time, did you begin to have more
2 discussions with Jill Bailey?

3 A. Yes.

4 Q. What about Jeff DeAngelo?

5 A. He seemed to have -- I was told that he had left the
6 country to visit sick family members.

7 Q. Did there come a time when Dawkins sent you an e-mail
8 regarding his upcoming plans for the business of Loyd Inc.?

9 A. Yes.

10 Q. I want to direct your attention to Government Exhibit 522.

11 Do you recognize that document?

12 A. Yes.

13 Q. What is it?

14 A. It's an e-mail from Christian Dawkins on September 5, 2017
15 to me, subject breakdown.

16 MR. SOLOWIEJCZYK: The government offers Government
17 Exhibit 522.

18 THE COURT: Received.

19 (Government's Exhibit 522 received in evidence)

20 BY MR. SOLOWIEJCZYK:

21 Q. Mr. Sood, can I direct you to page 2 of the exhibit.

22 Can you just read aloud the top paragraph, "company
23 strategy"?

24 A. "Loyd Inc. will be marketed as management and marketing
25 company, but will essentially be an agency. We want it to be a

IA38GAT4

Sood - Direct

1 one-stop shot for everything. We will take a majority interest
2 in the sports agency, where we partner with certified agents,
3 who we will then have our players sign to. Certified agency
4 will essentially be our sister company. This way we can charge
5 3 percent on the team contract, 20 percent on marketing, half a
6 percent on accounting and half a percent on investment revenue.
7 If we have a player on the 50 million deal for four years,
8 who's also making half a million a year in marketing, we should
9 generate 2 million over those four years of one player."

10 MR. SOLOWIEJCZYK: Ms. Lee, turning to the next page
11 of the document.

12 Q. Mr. Sood, under the heading "prospective players," what
13 types of players are listed below that?

14 A. College players.

15 MR. SOLOWIEJCZYK: If you can zoom in on the paragraph
16 regarding Brian Bowen, Ms. Lee.

17 Q. If you could read that, Mr. Sood.

18 A. "\$2,000 a month from September until April, if he stays in
19 school a second year, we will have to continue to pay. We will
20 receive 3 percent on team contract, 20 percent on marketing
21 deals, half a percent on accounting and investment work.
22 Projected number 14 pick in 2019 draft."

23 Q. Mr. Sood, what did you understand Dawkins to
24 mean -- withdrawn.

25 What was being promised to Brian Bowen for the

IA38GAT4

Sood - Direct

1 remainder of the year?

2 A. \$2,000 a month.

3 Q. By whom?

4 A. By Loyd Inc.

5 Q. At this time, was he still enrolled at the University of
6 Louisville?

7 A. Yes.

8 Q. Was this money going to go to Brian Bowen Junior or to his
9 father?

10 A. I believe to Senior.

11 MR. HANEY: Objection, your Honor. Foundation.

12 THE COURT: Strike the answer. Lay a foundation.

13 Q. You had had prior discussions with Christian Dawkins
14 regarding the payments to Brian Bowen Senior, is that correct?

15 A. Yes.

16 Q. Based on those discussions, did you believe the payments
17 were going to go to Brian Bowen Senior or Brian Bowen Junior?

18 MR. HANEY: Objection.

19 THE COURT: Sustained.

20 Ask a proper question.

21 Did Christian Dawkins ever tell you anything about who
22 was to get the \$2,000 a month?

23 THE WITNESS: I do not recall, your Honor.

24 THE COURT: Proceed.

25 Q. Mr. Sood, before Mr. Dawkins sent you this e-mail that day,

IA38GAT4

Sood - Direct

1 did you have a phone call with him?

2 A. Yes.

3 Q. I want to direct your attention to Government Exhibit 55
4 which is in evidence.

5 MR. SOLOWIEJCZYK: With your Honor's permission, we
6 would ask to publish this.

7 THE COURT: Go ahead.

8 Q. This is a call on September 5, 2017 between Christian
9 Dawkins and Munish Sood. And we are going to start at page 1,
10 line 1.

11 (Audiotape played)

12 Q. Mr. Sood, at the time of this conversation, who did you
13 understand Jill to be?

14 A. She was a business partner of Jeff DeAngelo.

15 Q. What line of work did you think she was in?

16 A. I think she said she was in the nonprofit business.

17 Q. Did you think she was in the sports business?

18 A. No.

19 Q. Prior to this call, what conversations, if any, had you had
20 with Christian Dawkins about Jill and Jeff?

21 A. We were having concerns about where their money was coming
22 from.

23 MR. SOLOWIEJCZYK: One moment, your Honor.

24 Q. Mr. Sood, if I could direct your attention to Government
25 Exhibit 524.

IA38GAT4

Sood - Direct

1 If we could turn to the last -- first, what is this
2 exhibit, Mr. Sood?

3 A. It's a copy of text messages between myself, Christian, and
4 Jill Bailey.

5 MR. SOLOWIEJCZYK: Your Honor, the government offers
6 Government Exhibit 524.

7 THE COURT: Received.

8 (Government's Exhibit 524 received in evidence)

9 MR. SOLOWIEJCZYK: If you could go to the last page.
10 Permission to publish.

11 THE COURT: Yes.

12 MR. SOLOWIEJCZYK: If you could just zoom in on the
13 top message.

14 Q. Who is this message from, Mr. Sood?

15 A. From Christian.

16 Q. What was Christian telling you in this message?

17 A. How he allocated \$19,000.

18 Q. The names that are on this message, what are they?

19 A. A few basketball players and then others as well.

20 Q. Is Bowen mentioned in this message?

21 A. Yes.

22 MR. SOLOWIEJCZYK: One moment, your Honor.

23 We would request to take up at sidebar one issue with
24 the Court.

25 THE COURT: All right.

1 (At the sidebar)

2 MR. SOLOWIEJCZYK: Your Honor, we are at the point in
3 the questioning where we intended to ask certain questions of
4 Mr. Sood regarding his own understanding as a member of this
5 conspiracy about what was going to be disclosed to the
6 University of Louisville, what the consequences can be, that
7 line of questioning.

8 THE COURT: And the basis of the understanding will be
9 what?

10 MR. SOLOWIEJCZYK: His discussions with the other
11 participants in the scheme.

12 THE COURT: Are you going to elicit anything they said
13 to him?

14 MR. SOLOWIEJCZYK: We have elicited what they did not
15 say to him. I could elicit from him his general understanding
16 about what the consequences would be if the payments were
17 disclosed which I think informs his understanding.

18 THE COURT: So it's opinion testimony, is what it is.

19 MR. SOLOWIEJCZYK: It goes to his state of mind as a
20 member of the conspiracy.

21 THE COURT: Sure. Why don't we get Mr. Avenatti in
22 here and see what he thinks about it.

23 MR. SOLOWIEJCZYK: Fair enough, your Honor.

24 Mr. Sood's state of mind matters and Mr. Avenatti's
25 does not because, among other things, we need to establish that

IA38GAT4

Sood - Direct

1 there was a criminal conspiracy here, and his understanding as
2 a member of that conspiracy is relevant to that question, the
3 government respectfully submits.

4 MR. HANEY: Your Honor, I would say he has no
5 foundation for that information for him to testify what the
6 consequences would be to Louisville. He doesn't have the
7 proper information or foundation to testify to that. How would
8 he know? Is he going to get it from hearsay from other guys
9 who don't know?

10 THE COURT: That sounded like the basis of the
11 defense.

12 We will take a break.

13 (In open court)

14 THE COURT: Members of the jury, we will take a recess
15 now.

16 (Jury exits courtroom)

17 (Recess)

18 THE COURT: What exactly is the question you want to
19 ask?

20 MR. SOLOWIEJCZYK: Your Honor, we want to ask I think
21 maybe just three questions total.

22 THE COURT: What are they?

23 MR. SOLOWIEJCZYK: At the time he agreed to make the
24 payments, did he think they would be disclosed to the
25 University of Louisville?

1 We do think we can lay a foundation for that based on
2 his prior experience working and recruiting college basketball
3 players.

4 The second question is, Why not?

5 The third question is, Did he know what effect, if
6 any, these payments would have as to the student-athlete?

7 Then the last question might be the effect as to the
8 university.

9 THE COURT: All right. Question 1. When he agreed,
10 did he think it would be disclosed?

11 This is admissible why?

12 MR. SOLOWIEJCZYK: Your Honor, this defendant has
13 pleaded guilty to joining a conspiracy with these other
14 defendants related to the fact that scholarships would be
15 issued under false pretenses. It helps explain, among other
16 things, some of the calls we listened to, why he's nervous, why
17 Dawkins and him are nervous about anything.

18 THE COURT: Tell me what rule it's admissible under,
19 would you please?

20 What did he think at that time? Why is that
21 admissible?

22 I know why you want it. I really understand that.
23 Why are you entitled to it?

24 MR. SOLOWIEJCZYK: Your Honor, our position is that
25 the state of mind at the time of these conversations and what

1 he understood based on what was told to him by these defendants
2 is relevant to --

3 THE COURT: Those are potentially two divergent
4 things. Are they not?

5 MR. SOLOWIEJCZYK: I think Mr. Diskant would like to
6 address this.

7 MR. DISKANT: I just want to make sure we understand
8 the Court's ruling.

9 THE COURT: I haven't made a ruling yet. I am trying
10 to find out what the questions are and what your legal position
11 is. And I am having trouble.

12 MR. DISKANT: I think part of the problem is, and as
13 the Court is likely to instruct the jury at the end of the day,
14 in a conspiracy, a lot is left to understanding. And we are
15 trying to, one, develop a factual record for a predicate for
16 what the understanding was.

17 THE COURT: A lot is left to the jury's inference from
18 facts properly in evidence. Now, you just skipped over the
19 part about facts properly in evidence.

20 MR. DISKANT: Right. That's what we are trying to
21 work on here.

22 THE COURT: Well, I know. So tell me why it's
23 properly in evidence.

24 MR. DISKANT: I think we can establish, one, I think
25 the question of whether or not Mr. Dawkins or Mr. Code ever

IA38GAT4

Sood - Direct

1 said anything about whether or not --

2 THE COURT: Of course you're entitled to that. No
3 problem.

4 MR. DISKANT: So we can ask question number one. In
5 all of your dealings with Mr. Code or Mr. Dawkins, did either
6 of them indicate that this payment would be disclosed to the
7 university?

8 THE COURT: I think you have asked that already. Do
9 you want to ask it again?

10 MR. MOORE: They have asked it already.

11 THE COURT: Thank you. If I need help I will ask.

12 MR. MOORE: I'm sorry, Judge.

13 MR. DISKANT: The second question is --

14 THE COURT: You have already changed the first
15 question.

16 MR. DISKANT: We are trying to respond to your
17 Honor's --

18 THE COURT: So you're abandoning the first question as
19 stated by your colleague. You're now on to a different first
20 question which is, what, if anything, did they say?

21 MR. DISKANT: Correct.

22 THE COURT: So we are crossing question one off. And
23 question two is either asked and answered already or it's
24 unobjectionable.

25 Question two was?

IA38GAT4

Sood - Direct

1 MR. DISKANT: Why?

2 THE COURT: Why what?

3 MR. DISKANT: Why is the payment not being disclosed
4 to the University of Louisville? And this witness --

5 THE COURT: You're asking him why he didn't disclose
6 it?

7 MR. DISKANT: We can ask him that.

8 THE COURT: Why is that relevant?

9 MR. DISKANT: I think the bigger question is, why was
10 the payment not being disclosed by anyone? I guess we could
11 ask a predicate question --

12 THE COURT: Why are the Yankees pitching Severino
13 tonight? That's a great question, and we can get a lot of
14 answers. Maybe some of them more informed than others.

15 MR. DISKANT: Mine would not be informed at all, I
16 assure you.

17 The point is I think this witness has an
18 understanding, and we can lay a foundation for this, because he
19 has experience working with college athletes; he has experience
20 working with these defendants.

21 THE COURT: So you want to qualify him as expert?

22 MR. DISKANT: No. I think his understanding, as a
23 participant in this joint venture, as to what was or was not
24 going to be disclosed to the University of Louisville is a
25 relevant fact.

1 THE COURT: So you want his opinion as to why other
2 people did or did not do things, right?

3 MR. DISKANT: Absolutely.

4 THE COURT: OK. But not as an expert.

5 MR. DISKANT: Correct. Why other people within the
6 same joint venture took or did not take action.

7 THE COURT: Let's pass over the same joint venture for
8 a moment. We actually have a rule about that. It's Rule 701.

9 Your argument about that one is, I presume, you want
10 him to testify that in his opinion other people didn't
11 disclose, and he is going to explain why that is rationally
12 based on his perception.

13 MR. DISKANT: Correct. Your Honor, respectfully, has
14 not allowed the government to do a lot to develop a record
15 about why it is based rationally on his perception. We have
16 not been allowed to elicit from this witness his perception of
17 all of these calls and these meetings that we have been
18 playing.

19 THE COURT: Well, you have another problem, and it's
20 one that I have been talking about for 20 years, and that is,
21 from time to time, assistants in your office, for which I have
22 the greatest admiration and respect, seem to be under the
23 impression that the hearsay rule disappears as long as you say
24 "what did you understand?" And that's not the law.

25 MR. DISKANT: I understand that. Respectfully, the

IA38GAT4

Sood - Direct

1 questions here were all about statements of these defendants.
2 So I don't think there was a hearsay issue with respect to
3 them.

4 THE COURT: We are past the question of can you ask
5 what they said. No question. You can.

6 Now what you're trying to do is to elicit the
7 witness's opinion about what was in their minds and their
8 motives.

9 MR. DISKANT: The motives, yes. And that I believe is
10 rationally based on the witness's perception. For example, the
11 witness has already testified that Mr. Code was nervous and
12 anxious about the fact that he thought Jeff was disclosing the
13 scheme to other people. He has disclosed that he himself -- he
14 testified that he himself was nervous about making this
15 payment. He has talked about talking with Mr. Dawkins about
16 being nervous. I believe it would be rationally based on his
17 perception --

18 THE COURT: What were they being nervous about?
19 Walking around with 25 grand in cash in the city of New York.
20 Wouldn't you be nervous?

21 MR. DISKANT: Absolutely. But I would be even more
22 nervous if I thought that that \$25,000 was part of an illicit
23 scheme, and we have not been allowed to establish that. We
24 should be allowed to establish that it was part of an illicit
25 scheme, and he understood it was part of an illicit scheme, and

IA38GAT4

Sood - Direct

1 the reasons why he thought it was part of an illicit scheme.

2 THE COURT: So question two is, What did he think was
3 the reason or reasons for their failure to disclose, is that
4 right?

5 MR. DISKANT: I think question one -- the way we would
6 like to do this, your Honor, is question one is, Did you know
7 whether or not the payment was going to be disclosed?

8 My guess he will say he did not think it was going to
9 be disclosed.

10 THE COURT: It's question one, version three.

11 MR. DISKANT: We are trying to be responsive to your
12 Honor's concerns here. We can ask the question any way the
13 Court would like. But certainly question one --

14 THE COURT: I am not trying this case.

15 MR. DISKANT: I understand that. And we are trying to
16 try it fairly within the ground rules that the Court is
17 setting, but we think we need to be able to elicit --

18 THE COURT: I am not setting them either. I am
19 applying them.

20 MR. DISKANT: Fair enough.

21 (Continued on next page)

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Ia3dgate5

Sood - direct

1 THE COURT: You just told me this was the heart of
2 your case, and you come in here and I wouldn't say this is the
3 best prepared presentation I've ever heard.

4 MR. DISKANT: Understood, your Honor.

5 What we would like to elicit from the witness is
6 whether or not he believed the payment was going to be
7 disclosed, why the payment was not going to be disclosed, his
8 understanding whether he had --

9 THE COURT: That is one. Did he believe it? Next
10 question.

11 MR. DISKANT: Why -- my guess the answer to you one is
12 going to be no.

13 THE COURT: Why did he believe it wouldn't be
14 disclosed?

15 MR. DISKANT: Correct. Did he have an understanding,
16 based on his years of experience working with college and NCAA
17 athletes, of whether such a payment would have an impact on the
18 student athletes, if disclosed?

19 THE COURT: And he's about the last guy you really
20 need for that one, right? Isn't that true?

21 MR. DISKANT: Your Honor, there will be plenty of
22 other people who will say that. Having allowed the jury to
23 hear it from someone who participated in the scheme is powerful
24 and I submit it is relevant.

25 THE COURT: All right. Let's go on.

Ia3dgate5

Sood - direct

1 MR. DISKANT: And, four, did he have an understanding,
2 based on the same, of whether making these payments might have
3 an impact or harm to the university?

4 THE COURT: OK. Who is going to address this from the
5 other side?

6 MR. SCHACHTER: Your Honor, I would like to address
7 certainly questions three and four. Those are clearly, under
8 702, as Mr. Diskant stated, he is going to be testifying based
9 on his years of experience. In other words, this is based on
10 other specialized knowledge, which makes it within the scope of
11 Rule 702. That would be impermissible lay testimony, and
12 Mr. Sood was not disclosed as an expert witness in advance of
13 trial. So, I think questions three and four, which I would
14 like to address, are clearly lay opinion testimony and
15 improper.

16 The other two I think are not relevant to any fact
17 that is necessary for the jury's consideration.

18 THE COURT: Question three and four are out.

19 Do you still want to ask the question of whether
20 anybody said anything to him about this?

21 MR. DISKANT: You are talking about on the subject of
22 three and four --

23 THE COURT: No, on the subject of what's left. Well,
24 I guess on three and four. I mean, if they made statements --
25 I don't "guess." That is a ruling.

Ia3dgate5

Sood - direct

1 MR. DISKANT: I don't believe the witness will say
2 that there were any statements made on those subjects so --

3 THE COURT: Well, let's recall as to whether you have
4 questions.

5 MR. DISKANT: Fair enough.

6 THE COURT: So we are not going to allow did he
7 understand what the possible impact on the university was or on
8 the student.

9 You can ask him whether he disclosed the payments,
10 and, if not, why not. You can ask him does he have an opinion
11 as to whether the other two were going to get a yes or no. Ask
12 the basis for the opinion, without disclosing the opinion, and
13 then I'll rule. And you can do the same thing -- well, I guess
14 that covers it.

15 MR. SCHACHTER: Your Honor, I would just raise the
16 issue of whether the witness has a foundation to testify -- to
17 offer an opinion given the fact that, as I understand what the
18 prosecutors have to say, he had no conversations on that topic
19 with the defendants. So I don't know how he would have -- I
20 don't think he would have foundation to offer an opinion on
21 why, given that they had no discussions about it.

22 THE COURT: If two guys go into a bodega and one guy
23 is carrying a Mac-10 and you ask the other guy do you have an
24 opinion as to whether somebody might have gotten shot, and, if
25 so, what's the basis for it, do you think that might be

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Sood - direct

1 rationally based on his perception?

2 MR. SCHACHTER: Fair enough, your Honor.

3 THE COURT: OK. All right. We are going to do it
4 that way.

5 And you need to keep the interrogation in the right
6 time period.

7 (Continued on next page)

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Sood - direct

1 THE CLERK: Jury entering.

2 (Jury present)

3 THE CLERK: Please be seated, everyone.

4 THE COURT: Thanks for bearing with us, folks.

5 The jurors all are present. The defendants remain
6 present.

7 Put the witness on the stand, please.

8 (The witness resumed the witness box)

9 THE COURT: All right. Let's go.

10 BY MR. SOLOWIEJCZYK:

11 Q. Mr. Sood, you previously testified about being involved in
12 payments to Brian Bowen's father.

13 Did you disclose those payments to the University of
14 Louisville?

15 A. No.

16 Q. Why not?

17 A. Because it was illegal.

18 MR. HANEY: I object, your Honor.

19 THE COURT: Yes. The answer is stricken.

20 BY MR. SOLOWIEJCZYK:

21 Q. Mr. Sood, without characterizing the reason why, can you
22 explain why you did not disclose the payment yourself?

23 MR. SCHACHTER: Objection.

24 THE COURT: Let me ask a different question.

25 What were you referring to when you said "illegal"?

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Sood - direct

1 THE WITNESS: That we were not -- that I am not
2 supposed to be making payments to amateur players because that
3 would be a violation.

4 THE COURT: Did you have an understanding as a
5 violation of what?

6 THE WITNESS: Of at least NCAA rules.

7 THE COURT: All right. Go ahead, counselor.

8 MR. SOLOWIEJCZYK: Your Honor, I have been informed by
9 one of my colleagues that while I thought I had offered
10 Government Exhibits 21, 22, 29, 57, 63, 75, 75A and the related
11 transcripts, apparently I forgot to actually formally offer
12 them. So, at this time we offer 21, 22, 29, 57, 63 --

13 THE COURT: Slow down.

14 MR. SOLOWIEJCZYK: My apologies.

15 THE COURT: What comes after 29?

16 MR. SOLOWIEJCZYK: 57.

17 THE COURT: Please don't say "30."

18 MR. SOLOWIEJCZYK: 57, 63, 75, 75A, and then all of
19 those numbers with the letter T after them.

20 THE COURT: Received.

21 (Government's Exhibits 21, 21T, 22, 22T, 29, 29T, 57,
22 57T, 63, 63T, 75, 75T, 75A, 75A-T received in evidence)

23 MR. SOLOWIEJCZYK: Thank you, your Honor.

24 No further questions.

25 THE COURT: Thank you.

Ia3dgat5

Sood - cross

1 Cross-examination.

2 MR. HANEY: Your Honor, I will cross-examine.

3 THE COURT: All right. Thank you.

4 CROSS-EXAMINATION

5 BY MR. HANEY:

6 Q. Mr. Sood, good afternoon.

7 A. Good afternoon.

8 Q. Sir, in 2011, you saw the business opportunity of providing
9 financial advice to athletes as an opportunity; is that a fair
10 statement?

11 A. Yes.

12 Q. And you learned of this financial opportunity by and
13 through a gentleman by the name of Marty Blazer, who is a
14 financial planner out of Pittsburgh, is that correct?

15 A. Correct.

16 Q. And Marty Blazer was known to work with football players
17 primarily; was that your understanding?

18 A. Yes.

19 Q. And then you and Marty Blazer started a company together,
20 in part to offer financial services to would be and
21 professional athletes; is that a fair statement?

22 A. At that time, they were all professional athletes.

23 Q. And at that time, they were all professional football
24 players, is that correct?

25 A. Correct.

Ia3dgat5

Sood - cross

1 Q. And there came a point in time, as you've testified, where
2 you discontinued your business relationship with Marty Blazer
3 because, as you testified, he was stealing money from clients,
4 is that correct?

5 A. That's correct.

6 Q. Would it be unfair for me to call somebody who steals money
7 from clients a thief?

8 A. No.

9 MR. SOLOWIEJCZYK: Objection, your Honor.

10 THE COURT: A little late.

11 MR. HANEY: May I respond, your Honor?

12 THE COURT: No. There is no reason for you to
13 respond.

14 MR. HANEY: Thank you, your Honor.

15 BY MR. HANEY:

16 Q. So you claimed after you learned Marty Blazer was a
17 thief --

18 THE COURT: Well. Now, look --

19 MR. DISKANT: Objection.

20 THE COURT: No.

21 MR. HANEY: Thank you, your Honor.

22 THE COURT: You got away with one. Now let's leave
23 it. OK?

24 MR. HANEY: It won't happen again, your Honor.

25 BY MR. HANEY:

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Sood - cross

1 Q. You said you stopped working with him, didn't you?

2 A. Yes.

3 Q. Well, that wasn't true, was it?

4 A. No.

5 Q. Because you kept managing the football players of
6 Mr. Blazer's, didn't you?

7 A. Yes. We had several clients that stayed with me.

8 Q. And you even continued to manage his wife's finances,
9 didn't you?

10 A. Yes, we did.

11 Q. But you bought him out for a dollar, right?

12 A. Correct.

13 Q. So that would look like you discontinued business with
14 Mr. Blazer; fair statement?

15 A. No. That was the advice on counsel on how the best way to
16 separate myself from him.

17 Q. And then, as you sit here today, you have the
18 understanding, don't you, that your former business partner,
19 Marty Blazer, was actually indicted for illegal acts, wasn't
20 he?

21 MR. SOLOWIEJCZYK: Objection.

22 THE COURT: Sustained. The jury will disregard it.

23 BY MR. HANEY:

24 Q. You did testify, didn't you, that at some point you took
25 advice from Marty Blazer of who would be your new business

Ia3dgat5

Sood - cross

1 partner, correct?

2 A. Yes.

3 Q. So why would you take business advice from Mr. Blazer, who
4 you know stole money from clients, to refer you to a new
5 business partner?

6 A. Well, unfortunately, you know, that was one of my biggest
7 mistakes where I gave him a second opportunity. So, you know,
8 it is something I regret ever working with him a second time
9 around.

10 Q. Then in reality this new business partner that Mr. Blazer
11 referred to you was actually an undercover FBI agent, right?

12 A. Yes. But I also met Christian Dawkins through him as well.

13 Q. That wasn't my question.

14 The question was, this new business partner was not a
15 business partner, he was an undercover FBI agent, right?

16 THE COURT: Asked and answered. Let's move on.

17 MR. HANEY: Thank you, your Honor.

18 Q. And then you came to learn at some future time that
19 Mr. Blazer introduced this business partner to you because he
20 needed to set you up, correct?

21 A. I should have done more due diligence on my new business
22 partners.

23 Q. That was a yes or no question.

24 MR. SOLOWIEJCZYK: We object to this line of
25 questions, your Honor.

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Sood - cross

1 THE COURT: What is it you are objecting to exactly?

2 MR. SOLOWIEJCZYK: We don't understand the relevance
3 of this line of questioning.

4 THE COURT: Well, he sort of answered it and we will
5 move on.

6 MR. HANEY: Thank you, your Honor.

7 BY MR. HANEY:

8 Q. Now, you testified you met Christian Dawkins in March of
9 2016, correct?

10 A. Yes.

11 Q. And at that time that would have made him around 22 or 23
12 years old when you first met him; is that a fair estimate?

13 A. Yes.

14 Q. And when you first met Christian Dawkins, who you've
15 identified in the court, he was working for an agent named Andy
16 Miller, is that right?

17 A. Yes.

18 Q. And you knew that Andy Miller ran a sports agency called
19 ASM, correct?

20 A. Yes.

21 Q. Is it fair to say that you knew that ASM was a prominent
22 agency that specialized in the representation primarily of
23 multimillion-dollar basketball players?

24 A. I knew they were one of the larger sports basketball
25 agencies in the business.

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Sood - cross

1 Q. And you knew, under management, that a number of those
2 players were millionaires, didn't you?

3 A. Yes.

4 Q. I mean, you are a financial guy, right?

5 A. Correct.

6 Q. So it's your business to know those types of things, isn't
7 it?

8 A. Yes.

9 Q. And, in fact, multiple clients of ASM ended up retaining
10 you to provide their financial advice; is that a fair
11 statement?

12 A. Yes.

13 Q. And to refresh your memory -- and correct me if I am
14 wrong -- that would have included NBA player Malik Beasley?

15 A. Yes.

16 Q. NBA player Edmond Sumner?

17 A. Yes.

18 Q. NBA player Davon Reed?

19 A. Yes.

20 Q. NBA player Kyle Kuzma, who currently plays for the Los
21 Angeles Lakers?

22 A. Yes.

23 Q. Correct? Thank you.

24 And, in fact, once you were retained by these
25 basketball players, you provided these basketball players with

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Sood - cross

1 what you consider sound financial advice; would you agree?

2 A. Well, let me just -- can I clarify?

3 Q. No. It is just a question.

4 MR. HANEY: Your Honor, I would ask him to answer it?

5 THE COURT: Do you agree or don't you agree?

6 THE WITNESS: Can you repeat that?

7 MR. HANEY: Yes.

8 Q. Once you were retained by these basketball players that I
9 just referenced, you provided these players with sound
10 financial advice, is that correct?

11 A. Yes.

12 Q. And in your opinion, you provided them with the best
13 financial guidance you could?

14 A. Correct.

15 Q. And you helped manage these players' finances, right?

16 A. If they had it, yes.

17 Q. Thank you. Well, for those who did, you thought you could
18 help protect their money because that's what your job was,
19 wasn't it?

20 A. Yes.

21 Q. You weren't trying to exploit these athletes, were you?

22 A. No.

23 Q. And you understand that even though Christian Dawkins
24 worked at ASM, he was not a sports agent himself, correct?

25 A. Yes.

Ia3dgate5

Sood - cross

1 Q. And you knew that Christian Dawkins, he didn't even have
2 the qualifications to be an agent, didn't you?

3 A. That's correct.

4 Q. You knew Christian Dawkins pretty well; fair to say?

5 A. Got to know him.

6 Q. You knew him well enough to know that he never went to
7 college, right?

8 A. I learned that, yes.

9 Q. And you knew him well enough to know that Christian was
10 what was referred to, as you've testified, a runner for Andy
11 Miller, correct?

12 A. Yes.

13 Q. And it was your understanding, as you've testified, that a
14 runner was the guy who ran around and hustled up the business
15 for the actual licensed agents at the agency; is that a fair
16 summation of me of what a runner did?

17 A. I guess.

18 Q. You want to put it in your own words? I don't want to
19 speak for you here today.

20 A. I just knew Christian had strong relationships with a lot
21 of these young players.

22 Q. And he got the business for Andy Miller and the other
23 agents at ASM, right?

24 A. My understanding, that is correct.

25 Q. And it's also your understanding -- correct me if I am

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Sood - cross

1 wrong -- Christian Dawkins' job was to bring new clients to
2 ASM, correct?

3 MR. SOLOWIEJCZYK: Objection.

4 THE COURT: What is the objection?

5 MR. SOLOWIEJCZYK: His understanding. What is the
6 relevance of his understanding on this point?

7 MR. HANEY: May I respond, your Honor?

8 THE COURT: Yes.

9 MR. HANEY: Well, it is cross-examination that goes to
10 his knowledge. He has presented himself before the jury as a
11 guy who is in the business of basketball and he has a lot of
12 knowledge about how guys are represented, what managers do and
13 runners are. It is just a follow-up question as to his
14 personal knowledge, to lay a foundation for further questions.

15 THE COURT: Sustained.

16 MR. HANEY: Thank you, your Honor.

17 BY MR. HANEY:

18 Q. And it was your understanding, wasn't it, that Andy Miller
19 gave Christian Dawkins cash to give to high school athletes and
20 their families, wasn't it?

21 A. I have no idea.

22 Q. You have no idea.

23 MR. HANEY: Your Honor, at this time I would like to
24 present only to the witness a record or document to refresh his
25 recollection of a prior statement that obviously would not be

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Sood - cross

1 in the presence of the jury.

2 THE COURT: Now, look, Mr. Haney --

3 MR. HANEY: Yes, sir.

4 THE COURT: -- you don't get to refresh recollection
5 until somebody says I don't recall. That didn't happen.

6 Secondly, you don't make a speech disclosing the
7 content of a document that you intend to use and don't know
8 whether you can use. So, let's move on to something else.

9 MR. HANEY: Thank you.

10 BY MR. HANEY:

11 Q. Do you recall if Andy Miller directed cash to be paid to
12 families?

13 A. I don't.

14 MR. HANEY: Your Honor, may I now refresh his
15 recollection?

16 MR. SOLOWIEJCZYK: Your Honor, he has already asked
17 and answered that question previously.

18 THE COURT: No, sir. There is no reason to think he
19 ever knew.

20 MR. HANEY: Thank you, your Honor.

21 Q. It is your understanding that when Christian Dawkins
22 recruited players for ASM, he was just doing what his boss Andy
23 Miller wanted him to do, is that right?

24 MR. SOLOWIEJCZYK: Objection.

25 THE COURT: Sustained.

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Sood - cross

1 I suggest you find a different way of formulating your
2 questions.

3 Q. Were you aware of what Christian Dawkins' role was at ASM?

4 A. Again, as I said, he was a runner and working with a number
5 of current and potential clients.

6 Q. And did that include recruiting players?

7 A. I believe that's correct.

8 Q. Do you have any personal knowledge that the practices at
9 ASM were to do anything necessary to get those players?

10 THE COURT: I couldn't understand the question.

11 MR. HANEY: I'm sorry, your Honor.

12 Q. Do you have personal knowledge it was the practices at ASM
13 to do whatever was needed to get those players?

14 MR. SOLOWIEJCZYK: Objection.

15 THE COURT: Sustained. That would include blackmail,
16 shooting relatives.

17 Move on.

18 MR. HANEY: Thank you, your Honor.

19 Q. Mr. Sood, you are getting a deal, as you've testified here
20 today, against my client, aren't you?

21 A. I agreed to cooperate with the government.

22 Q. And you pled to multiple felonies for crimes of bribery and
23 fraud to get this deal; is that a fair statement?

24 A. I did plead guilty to three charges.

25 Q. My question was, did you plead guilty to crimes of bribery

Ia3dgat5

Sood - cross

1 and fraud to be here today to have your deal against my client,
2 yes or no?

3 A. Yes.

4 Q. And you met with the government prosecutors numerous times
5 before you finally reached that agreement to testify against
6 Christian Dawkins, is that right?

7 A. Yes.

8 Q. Now, you have the belief, as you are here today testifying
9 against Christian Dawkins, that you are helping yourself and
10 not hurting yourself?

11 A. I hope so.

12 Q. So you have something to gain by being here today to
13 testify against Christian Dawkins, is that right?

14 A. As I said, I'm taking responsibility for my actions and
15 telling the truth.

16 Q. My question was, do you feel you have something to gain by
17 being here today to testify against Christian Dawkins, yes or
18 no?

19 A. As I said, I'm here testifying, telling the truth, and
20 that's what I'm doing.

21 Q. And you understand by being here testifying, telling the
22 truth, you are potentially providing yourself with freedom,
23 isn't that right?

24 A. Yes.

25 Q. In fact, you even said on direct examination that the

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Sood - cross

1 consequences, if you would have been convicted of what you were
2 charged, with would have resulted in 35 years potentially in
3 prison, right?

4 A. Yes.

5 Q. And you are 46, aren't you?

6 A. Yes.

7 Q. I don't have good math, but would that have made you 81,
8 possibly, if you would have got out of prison?

9 A. It is pretty old.

10 Q. You are the math finance guy. Would that make you 81?

11 MR. SOLOWIEJCZYK: Objection.

12 THE COURT: Sustained.

13 Q. You would say anything, wouldn't you, Mr. Sood, to stay out
14 of prison for 35 years?

15 MR. SOLOWIEJCZYK: Objection.

16 THE COURT: Overruled.

17 A. No.

18 Q. You have kids, don't you?

19 A. Yes.

20 Q. How many kids do you have?

21 A. Three.

22 Q. You would say anything to avoid being separated from your
23 family for 35 years, wouldn't you?

24 MR. SOLOWIEJCZYK: Objection. Asked and answered.

25 THE COURT: No. Overruled.

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Sood - cross

- 1 A. No.
- 2 Q. No, you wouldn't?
- 3 A. I'll tell the truth.
- 4 Q. Even if that meant being away from your kids until you were
- 5 81?
- 6 A. I am taking responsibility.
- 7 Q. And your cooperation agreement you have with the
- 8 prosecutors requires you to answer the prosecutors' questions,
- 9 correct?
- 10 A. Yes.
- 11 Q. And you indicated on direct examination that you actually
- 12 met with the prosecutors a dozen times or so; is that fair to
- 13 say?
- 14 A. Yes.
- 15 Q. Fair to say they asked you hundreds of questions during
- 16 those meetings you had with the prosecutors?
- 17 A. They asked a number of questions.
- 18 Q. Hundreds?
- 19 A. I don't recall hundreds.
- 20 Q. Yet, in order to get this cooperation agreement from the
- 21 government, you told the prosecutors, didn't you, and the
- 22 government, that you learned the business from Christian
- 23 Dawkins, didn't you?
- 24 A. Yes.
- 25 Q. And you were a grown man when you met Christian Dawkins;

Ia3dgate5

Sood - cross

1 fair to say?

2 A. Yes.

3 Q. And you even called Christian Dawkins on numerous occasions
4 just a kid, didn't you?

5 A. Yes.

6 Q. You have a bachelor's in science and finance and
7 accounting, is that correct?

8 A. Correct.

9 Q. And you went to Rider University, am I right?

10 A. Yes.

11 Q. As you sit here today, you are currently a registered
12 investment advisor, is that right?

13 A. No. I have given up that license.

14 Q. When did you give up that license?

15 A. I can check for you. A few months back.

16 Q. A few months back.

17 Correct me if I am wrong, but from January 1999 to
18 April 2001, you were the senior portfolio manager at Global
19 Value Investors, is that right?

20 A. Yes.

21 Q. And then prior to holding that position at Global
22 Investors, you were a senior analyst and trader at Penn Capital
23 Management, is that right?

24 A. Yes.

25 Q. And you actually even held a chartered financial

Ia3dgat5

Sood - cross

- 1 designation?
- 2 A. Correct.
- 3 Q. Could you tell me what that means?
- 4 A. It's an independent study three exam and you get a
5 designation called CFA.
- 6 Q. Not everybody gets that, do they? That is a pretty
7 distinct honor, wouldn't you agree?
- 8 A. It's a lot of work.
- 9 Q. And you are a member of the Investment Analyst Society of
10 New York, correct?
- 11 A. I was.
- 12 Q. And of the CFA Institute, right?
- 13 A. Yes.
- 14 Q. What is CFA Institute?
- 15 A. It is a group of people that have that designation.
- 16 Q. And then in 2002, you founded what was called the Princeton
17 Advisory Wealth Management, correct?
- 18 A. Correct.
- 19 Q. And, in fact, you even founded a bank, didn't you?
- 20 A. I was one of the organizers.
- 21 Q. Of the First Choice Bank in Lawrenceville, New Jersey, is
22 that right?
- 23 A. That is correct.
- 24 Q. Am I correct to say it was a \$1.2 billion community bank,
25 is that right?

Ia3dgat5

Sood - cross

1 A. Yes.

2 Q. You were one of the founders of that bank, weren't you?

3 A. Yes.

4 Q. You even searched as the chairman of the board of that
5 bank, right?

6 A. Yes.

7 Q. You founded the investment firm involved in this case, the
8 Princeton Advisory Group, didn't you?

9 A. Yes.

10 Q. And you are the sole owner, you have employees?

11 A. Correct.

12 Q. And you are the CEO?

13 A. Yes.

14 Q. Right?

15 And, in fact, Princeton Advisory Group was registered
16 with the Securities Exchange Commission, am I right?

17 A. That's correct.

18 Q. And managed in excess of \$500 million, isn't that right?

19 A. That's correct.

20 Q. So that's a fairly impressive résumé, wouldn't you agree?

21 A. OK.

22 Q. Well, you don't have to.

23 A. Thank you.

24 Q. Don't be humble. You are welcome.

25 You have substantial education and experience in

Ia3dgate5

Sood - cross

1 business finance, and you were a co-founder of a billion-dollar
2 bank, weren't you?

3 A. Yes.

4 Q. And you took business lessons from a 20-year-old high
5 school graduate from Saginaw, Michigan?

6 THE COURT: That's not what he said. Come on.

7 Sustained.

8 Q. But you learned the business from Christian Dawkins?

9 A. I learned the basketball business from Christian Dawkins.

10 Q. Aside from Christian Dawkins, you had business dealings
11 directly with other folks at ASM, didn't you?

12 A. Through Christian Dawkins, I met another agent, yes.

13 Q. My question was did you have other involvement with agents
14 at ASM other than Christian Dawkins, who was not an agent?

15 A. Yes.

16 Q. And one of those individuals was an agent named Stephen
17 Pina, correct?

18 A. Correct.

19 Q. And do you have personal knowledge that Stephen Pina was in
20 fact a licensed attorney?

21 A. Yes.

22 Q. And you have personal knowledge that Mr. Pina would give
23 cash to the families of college athletes to try to recruit them
24 to go with ASM?

25 THE COURT: Sustained as to form. "Athletes."

Ia3dgat5

Sood - cross

1 Q. College athletes, basketball players?

2 THE COURT: Sustained.

3 MR. HANEY: Thank you.

4 Q. Was there ever any point in time where ASM agent Stephen
5 Pina approached you and said he needed help recruiting players?

6 A. Yes.

7 Q. And you understood that "recruiting players" meant while
8 they were still in college, didn't you?

9 A. Yes.

10 Q. And he wanted your help to give them money, didn't he?

11 A. Yes.

12 Q. And, in fact, you agreed to fund those payments to college
13 athletes in change for Mr. Pina recommending you then later to
14 be the financial planner, right?

15 A. Correct.

16 Q. That was the deal you and Stephen Pina had, correct?

17 A. Yes.

18 Q. And it had nothing to do with Christian Dawkins, did it?

19 A. No.

20 Q. Because those weren't Christian Dawkins' clients because he
21 didn't have clients, correct?

22 (Pause)

23 Christian Dawkins had no clients at ASM if he wasn't
24 an agent, right?

25 A. Again, I'm not sure what the definition is.

Ia3dgate5

Sood - cross

1 Q. For example, you worked with Stephen Pina from ASM to
2 funnel money to Kyle Kuzma when Kyle Kuzma was at the
3 University of Utah, didn't you?

4 A. Again, I gave Stephen Pina money, and I believe he gave it
5 to his handler. That's what I know.

6 Q. To Kyle Kuzma's handler?

7 A. Correct.

8 Q. So you gave money to Stephen Pina, to Kyle Kuzma's handler,
9 correct?

10 A. Correct.

11 Q. And did you understand that by giving money to Kyle Kuzma's
12 handler, that would be against the NCAA's rules?

13 A. Yes.

14 Q. And you are not suggesting, are you, that you have personal
15 knowledge that violating an NCAA rule is committing a crime,
16 are you?

17 MR. SOLOWIEJCZYK: Objection.

18 THE COURT: Who objected?

19 MR. SOLOWIEJCZYK: (Indicating).

20 THE COURT: Overruled.

21 MR. HANEY: I will move on.

22 Q. In fact, there was another occasion, wasn't there, where
23 Mr. Pina set up a meeting with you to meet a guy named Shawn
24 Farmer; do you remember that?

25 A. Yes.

Ia3dgat5

Sood - cross

1 Q. And Mr. Pina and Farmer were trying to get you to get money
2 to pay a player at the University of Kentucky named Bam
3 Adebayo, is that right?

4 A. Correct.

5 Q. And Stephen Pina was trying to position you by paying Bam
6 Adebayo, and other kids at Kentucky, and he told you it would
7 be expensive, didn't he?

8 A. Yes.

9 Q. And you understood that to mean that you were going to have
10 to pay a lot of money to get those kids from Kentucky, didn't
11 you?

12 A. Yes.

13 Q. Did you know Kentucky was a Nike school?

14 A. I did not at that time.

15 Q. You do now?

16 A. Since you brought it up, yes.

17 Q. Don't take my word for it. If you don't know, say I don't
18 know.

19 Now, Mr. Sood, at some point you realized that Andy
20 Miller, at ASM, and Christian Dawkins had parted ways publicly,
21 is that correct?

22 A. Yes.

23 Q. And we saw Government Exhibit 55 that referenced that there
24 was some investigation that Christian Dawkins may have some
25 concern of, is that right?

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Sood - cross

1 A. Can I see that document again? But I do recall.

2 MR. HANEY: It is Government Exhibit 55, if he needs
3 to refresh his mind. It is your exhibit.

4 A. OK. I have it.

5 Q. It is a transcript, and it references that there was some
6 concern about Jill and a potential investigation. Is that your
7 recollection, looking at that record?

8 A. Yes.

9 Q. Isn't it true that you and Christian both had concern about
10 Jeff and Jill, the investors, because of the association they
11 had with Marty Blazer, right?

12 A. Yes.

13 Q. Because Marty Blazer introduced you to Jeff and Jill,
14 didn't he?

15 A. He did.

16 Q. So you and Christian Dawkins had conversation about concern
17 of the investigation of Marty Blazer with his problems with the
18 SEC, right?

19 A. We had concerns about that and also the fact that, as I
20 said earlier, where was the money coming from.

21 Q. And that concern included being introduced to Jill because
22 she was associated and linked with this Marty Blazer guy?

23 A. Correct.

24 Q. And you also knew that there was this imminent threat with
25 ASM of being investigated by the NBA Players Association,

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Sood - cross

1 right?

2 A. I did not.

3 Q. You didn't know anything about there being an NBA Players
4 Association investigation into the practices of Andy Miller?

5 MR. SOLOWIEJCZYK: Objection.

6 THE COURT: Sustained.

7 Q. Did you have personal knowledge that Christian Dawkins in
8 fact was so known by college coaches that other agencies were
9 trying to get him to be a runner?

10 MR. SOLOWIEJCZYK: Objection.

11 THE COURT: Sustained.

12 Q. Did you have personal knowledge that college coaches would
13 reach out to Christian for help in recruiting players?

14 MR. SOLOWIEJCZYK: Objection.

15 THE COURT: Sustained.

16 Q. Let's talk a little bit about Tugs Bowen, Mr. Sood.

17 You are aware that Christian and the Bowen family are
18 both from Saginaw, Michigan, isn't that correct?

19 A. Yes.

20 Q. And it was your understanding that the University of Oregon
21 had offered astronomical money to get Tugs Bowen?

22 A. Yes.

23 THE COURT: Sustained at least as to form. The answer
24 is stricken.

25 Q. There came to be an occasion where you met Brian Bowen,

Ia3dgate5

Sood - cross

1 Sr., is that right?

2 A. Yes.

3 Q. And that was in a parking lot apparently in Morristown, New
4 Jersey, is that right?

5 A. Correct.

6 Q. And as you've noted, Brian Bowen, Sr. was the father of a
7 prospect by the name of Tugs Bowen, correct?

8 A. Yes.

9 Q. And you had on several occasions had heard Chris Dawkins,
10 my client, refer to Tugs Bowen as his son?

11 A. Yes.

12 Q. And isn't it true that Christian had tried to convince you
13 that there was no problem paying Brian Senior because they knew
14 each other for a long time and it was OK?

15 A. I don't recall that.

16 Q. Did he ever have a conversation with you about a particular
17 rule of the NCAA that would allow people with preexisting
18 relationships to pay money to each other?

19 A. I don't recall that.

20 Q. You've testified that you paid Brian Bowen, Sr. money to
21 bridge payments that Adidas was supposed to pay because they
22 were taking too long to get the payment to him, is that
23 correct?

24 A. Yes.

25 Q. And this undercover FBI agent, who was also posing as your

Ia3dgat5

Sood - cross

1 investor, he told you it was important to get the money to
2 build a relationship with the Bowen family, isn't that right?

3 A. Actually, Merl Code and Christian mentioned about giving
4 the money to -- because it was at their request for us to fund
5 it.

6 Q. So your intent, though, in paying that money was to build a
7 relationship with Brian Bowen, Sr., correct?

8 A. Yes.

9 Q. For yourself, too?

10 A. Of course.

11 Q. So that possibly down the road you could become the
12 financial planner for his son Tugs Bowen?

13 A. That was the hope.

14 Q. Because Tugs Bowen was being projected as being a possible
15 NBA player, is that correct?

16 A. Correct.

17 Q. And you testified that you knew this payment was to be made
18 in exchange for a promise by Brian Bowen, Jr. to go to the
19 University of Louisville, right?

20 A. I believe at that time he had already committed to
21 Louisville, so I think -- I believe it was just to honor their
22 agreement.

23 Q. Well, you say "you believe," but you don't know that, do
24 you?

25 A. What's that?

Ia3dgat5

Sood - cross

1 Q. You don't know that, do you -- you said you believed it was
2 to honor their commitment. You don't know that, do you?

3 A. Well, I'm going on based upon conversations I had with them
4 whether on the phone or in person.

5 Q. So when you say you believe something, that means you are
6 not too certain, is that right?

7 MR. SOLOWIEJCZYK: Objection.

8 THE COURT: Sustained.

9 Q. So whose decision was it to give Brian Bowen, Jr. the
10 19,500 as opposed to the whole \$25,000?

11 A. That was based on the request by Christian how to separate,
12 divide the money up.

13 Q. Anytime you paid a player in association with this case and
14 this partnership with Loyd, would you agree that the intent
15 behind the payments was to get the clients for future business?

16 THE COURT: Sustained as to form, at least.

17 Q. On how many occasions did you actually pay players outside
18 of the instance with Tugs Bowen?

19 A. Just a few.

20 Q. And on those few times, isn't it true that your logic for
21 doing so was to get them as future clients down the road,
22 correct?

23 A. Correct.

24 Q. You weren't just giving out money, you had a motive for
25 that, correct?

Ia3dgat5

Sood - cross

1 A. Yes.

2 Q. You didn't care where these kids went to school, did you?

3 A. In general, no.

4 Q. Just so long as they ended up being your client, correct?

5 A. As long as we had an opportunity to work with them.

6 Q. Right. So if a kid went to a Nike school or an Adidas
7 school or an Under Armour school, that had no relevance to you
8 or to Christian Dawkins, did it?

9 A. Not to me.

10 THE COURT: Sustained as to Mr. Dawkins.

11 Answer as to yourself.

12 Q. And you were already doing this with attorney Steve Pina
13 from the ASM Sports Agency, weren't you?

14 A. Yes.

15 Q. Were you familiar with the term "one and done"? I've heard
16 it referenced during your direct examination.

17 A. Yes.

18 Q. So you knew it was necessary then for the top high school
19 basketball players to attend college for one year before they
20 could be draft-eligible under the NBA draft; is that a fair
21 statement?

22 A. That is correct.

23 Q. That is your understanding of "one and done," correct?

24 A. Yes.

25 Q. That there is a mandatory requirement that an NCAA college

Ia3dgat5

Sood - cross

1 player attend college one year before they could go into the
2 pro ranks, right?

3 A. My understanding is they have to be out of college one
4 year.

5 Q. But if they go to college, they've got to stay there a
6 year; is that your understanding?

7 A. That is correct.

8 Q. So correct me if I am wrong, but the universities were
9 essentially you and Christian Dawkins pipe lying for future
10 clients, right?

11 A. Can you repeat that?

12 Q. Yes. The universities were you and Christian Dawkins and
13 your company, Loyd Management, pipe lying, or source, for
14 future clients, right?

15 A. Yes.

16 Q. You needed the university, didn't you?

17 A. I mean that was a source of business, yes.

18 Q. That was my question.

19 You even testified on direct examination that you
20 said, obviously, if Brian Bowen played college basketball, it
21 improved his chances of playing in the NBA, didn't you?

22 A. I did.

23 Q. Because then he can go to the tournament and get exposure
24 and become more prominent, right?

25 A. Correct.

Ia3dgat5

Sood - cross

1 Q. And every day he's on national television playing for
2 wherever, that increases his draft stock, doesn't it?

3 A. Yes.

4 Q. You know this business a little. I can tell, right?

5 A. I've learned it, yes.

6 Q. So let me ask you this question. If that's true what you
7 just said, what logical sense would it make that you or
8 Christian Dawkins or anyone from Loyd would try to harm a
9 university?

10 MR. SOLOWIEJCZYK: Objection.

11 THE COURT: Sustained.

12 MR. HANEY: I have nothing else, your Honor.

13 THE COURT: Thank you.

14 Any other cross?

15 MR. MOORE: Yes, sir, your Honor, if it please the
16 Court.

17 CROSS-EXAMINATION

18 BY MR. MOORE:

19 Q. Good afternoon, Mr. Sood.

20 A. Good afternoon.

21 Q. I believe you told Mr. Solowiejczyk on direct examination
22 that the first time you talked to the FBI you weren't
23 completely truthful, isn't that correct?

24 A. Correct.

25 Q. In fact, you were arrested at your house and in point of

Ia3dgat5

Sood - cross

1 fact you lied to the FBI when they asked you a series of
2 questions, did you not, Mr. Sood?

3 A. That's correct.

4 Q. So it wasn't that you just weren't fully candid, you lied
5 to them, correct?

6 A. Correct.

7 Q. And you know that lying to a federal agent is a crime, a
8 violation of Title 18, United States Code, 1001, which could
9 subject you to five years of imprisonment, correct?

10 A. I knew what I violated was a crime.

11 Q. And you also, as part of this deal that you cut with the
12 government, got immunity for lying to the FBI, correct?

13 A. Yes.

14 Q. And shortly after you lied to the FBI, you began a series
15 of meetings with the prosecutors and the agents in this case,
16 correct, Mr. Sood?

17 A. That's correct.

18 Q. And I believe you told Mr. Solowiejczyk that you recall
19 approximately 12 such meetings, is that right?

20 A. Yes.

21 Q. Now, Mr. Sood, you realize that when you sit down to talk
22 to an FBI agent and prosecutors, they take notes of what you
23 say and that's memorialized and provided to the defense,
24 correct?

25 A. I'm not sure about the note taking.

Ia3dgate5

Sood - cross

1 Q. Well, you saw agents taking notes when you talked to them,
2 didn't you, Mr. Sood?

3 A. They were on their computers. I couldn't see what they
4 were doing on their side.

5 Q. And so, Mr. Sood, would you disagree with me that you met
6 or spoke on the phone with agents on October 23rd, 2017?

7 A. I don't know.

8 Q. And on November 1st, 2017?

9 A. I would have to see a calendar.

10 Q. And on November 16th, 2017?

11 (Pause)

12 And on December 11th, 2017?

13 MR. SOLOWIEJCZYK: There is no answer, your Honor.

14 THE COURT: I'm sorry. You are talking over each
15 other.

16 MR. SOLOWIEJCZYK: Objection, your Honor. There has
17 been no answer to the first of these series of questions.

18 THE COURT: I think that's a fair point.

19 The witness need a calendar?

20 THE WITNESS: Yes. That would be helpful, your Honor.

21 THE COURT: Give the witness a calendar.

22 THE WITNESS: Your Honor, I don't remember the exact
23 dates that I met with them.

24 THE COURT: All right. He doesn't remember the exact
25 dates. Let's get on with it.

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Sood - cross

1 MR. MOORE: Yes, sir, your Honor.

2 BY MR. MOORE:

3 Q. Do you remember that you met with them or spoke to them at
4 least 17 times, Mr. Sood?

5 A. I thought it was 12 but I guess it's possible.

6 Q. And in point of fact, you met with them or talked to them
7 several times in the past week, isn't that correct?

8 A. Yes.

9 Q. I believe you met with them on September 25th,
10 September 27th, September 30th, and on Monday of this week,
11 October 1st, is that correct, Mr. Sood?

12 A. Again, I remember Monday. I would have to check the other
13 dates.

14 Q. Well, you talked to them several times last week, did you
15 not, sir?

16 A. I did.

17 Q. OK. And in those discussions, you talked with them about
18 the testimony that you would provide, and they also talked to
19 you about the questions that you might be asked on
20 cross-examination; isn't that correct, Mr. Sood?

21 A. We talked about making sure I had my facts -- I want to
22 make sure I had my facts correct.

23 Q. You wanted to make sure you had your facts correct, is that
24 right?

25 A. Yes.

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Sood - cross

1 Q. All right. So you needed to meet with them on all of these
2 occasions so that you could make sure that you had your facts
3 correct; is that what you're telling these ladies and gentlemen
4 of the jury, Mr. Sood?

5 A. That, and also I was reviewing the tapes before I came to
6 court.

7 Q. Now, Mr. Sood, I want to talk to you for a few minutes
8 about some of the things that you said on direct examination.

9 You said that you know my client, Merl Code, is that
10 correct?

11 A. Yes.

12 Q. Although you continue to refer to hem him by the name
13 "Merl," isn't that right, sir?

14 MR. SOLOWIEJCZYK: Objection.

15 THE COURT: Sustained.

16 BY MR. MOORE:

17 Q. In point of fact, Mr. Sood, you have only met Merl Code one
18 time, isn't that correct?

19 A. That's correct.

20 Q. OK. And you've met with Merl Code during this meeting that
21 we saw between you and him and Christian Dawkins and two
22 undercover agents of the FBI and Mr. Blazer, who you now know
23 was working as an informant, correct?

24 A. Correct.

25 Q. And so that was the first and the only time that you met my

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Sood - cross

1 client, Merl Code, is that right?

2 A. Yes.

3 Q. Now, Mr. Solowiejczyk went through a series of phone calls
4 and meetings with you, correct?

5 A. Correct.

6 Q. OK. And he paused at certain moments to ask you certain
7 questions, did he not, Mr. Sood?

8 A. He did.

9 Q. And one of the conversations that he asked you about was a
10 telephone call between you and Mr. DeAngelo, the undercover
11 officer, and Mr. Code, correct?

12 A. Yes.

13 Q. That occurred on July 10th, 2017, Government's Exhibit No.
14 57, correct, Mr. Sood?

15 A. Yes.

16 Q. OK. And I believe you have a copy of that transcript in
17 front of you, do you not, Mr. Sood?

18 A. I do.

19 Q. OK. I'd ask you to turn to page number 2 of that
20 transcript, because I'm going to ask you to pause for a moment
21 with respect to a couple of comments made on that page that
22 Mr. Solowiejczyk did not ask you to pause on.

23 And in point of fact, Mr. Sood, on page 2, you hear
24 Merl Code say that, This is kind of one of those instances
25 where we needed to step up and help one of our flagship schools

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Sood - cross

1 in Louisville, you know, recruit a five-star caliber kid.

2 That is what --

3 MR. SOLOWIEJCZYK: Objection, your Honor. He misread
4 the transcript, your Honor. I just want the question to be
5 accurate in the record.

6 MR. MOORE: I'll reread it, your Honor, if I misspoke.

7 THE COURT: Yes.

8 Q. "And so this is kind of one of those instances where we
9 needed to step up and help one of our flagship schools in
10 Louisville, you know, secure a five-star caliber kid."

11 That is what Mr. Code told you and the undercover FBI
12 agent on that tape; is that not correct, Mr. Sood?

13 A. If you read it, it continues. It says, actually, it's
14 helping Adidas, on the next line.

15 Q. I understand that, Mr. Sood.

16 My point is the line that I read to you is exactly
17 what Merl Code said, correct?

18 A. On that line, yes.

19 Q. OK. And then he went on to say, "So obviously that helps,
20 you know, our potential business in terms of Adidas, correct?"

21 A. Correct.

22 Q. Now, Mr. Sood, I'd ask you to flip a couple of pages over,
23 to page 5 of that transcript, again, another place where
24 Mr. Solowiejczyk did not pause.

25 And it says, according to this transcript, after Jeff

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Sood - cross

1 says the word "Right," "Get involved directly in those kind of
2 situation scenarios, but certainly when it helps one of our
3 flagship schools, you know, we're more apt to try to help that
4 business manager or that particular agent or, you know, because
5 that's, you know, helps them and it helps us."

6 Correct?

7 A. Correct.

8 Q. So on two separate points in that particular tape Merl Code
9 talks about helping one of Adidas' flagship schools, does he
10 not, Mr. Sood?

11 MR. SOLOWIEJCZYK: Objection.

12 THE COURT: Sustained.

13 Your question assumes that helping a business manager
14 or particular agent necessarily helps the school, and that's
15 sometimes true and sometimes it isn't true. And we're going to
16 hear a lot more about that before this case is over.

17 MR. MOORE: I understand that, your Honor. I was just
18 reading the question.

19 THE COURT: So your question is flawed.

20 MR. MOORE: Yes, sir.

21 BY MR. MOORE:

22 Q. Now, Mr. Sood, you were also asked some questions about
23 what -- did Christian Dawkins tell you that these payments
24 would be disclosed to Louisville; you recall being asked that
25 question, correct?

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Sood - cross

1 A. Yes.

2 Q. OK. And you were also asked a question of whether Merl
3 Code told you that these payments would be disclosed to
4 Louisville, correct?

5 A. Correct.

6 Q. And you answered no, correct?

7 A. Correct.

8 Q. Now, Mr. Code -- Mr. Sood, isn't it a fact that you don't
9 know what, if any, conversations Christian Dawkins was having
10 with any of the coaches at Louisville during this time period;
11 you don't know that, do you, Mr. Sood?

12 A. I don't.

13 Q. You don't know if Mr. Dawkins had any conversations with
14 Kenny Johnson or Jordan Fair or Rick Patino, do you, Mr. Sood?

15 A. I don't.

16 Q. And you don't know what, if any, conversations Mr. Code was
17 having with anybody at Louisville during that time period, do
18 you, Mr. Sood?

19 A. I don't know.

20 Q. OK. And you don't know what conversations, if any, that
21 anyone else at Adidas, or affiliated with Adidas, was having
22 with Mr. Patino, Mr. Fair, or Kenny Johnson, do you, Mr. Sood?

23 A. I don't.

24 Q. Or what conversations they might have been having with
25 other people at that school, do you, Mr. Sood?

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Sood - cross

1 A. Correct.

2 MR. MOORE: Thank you, Mr. Sood. I don't have any
3 further questions.

4 THE COURT: All right. Thank you.

5 Anything else? Ms. Donnelly?

6 MS. DONNELLY: Yes.

7 CROSS-EXAMINATION

8 BY MS. DONNELLY:

9 Q. Good afternoon.

10 A. Good afternoon.

11 Q. Mr. Sood, you've never met Mr. Gatto, isn't that correct?

12 A. That's correct.

13 Q. You have never spoken with Mr. Gatto, is that correct?

14 A. That is correct.

15 Q. You don't have any personal knowledge about what
16 Mr. Gatto's job responsibilities are at Adidas, correct?

17 A. That's correct.

18 Q. You don't know what, if any, conversations Mr. Gatto has
19 had with the basketball coaches at Adidas-sponsored
20 universities, isn't that correct?

21 A. Correct.

22 Q. During your direct examination, Mr. Solowiejczyk asked you
23 about the agreement that you struck with the government. I
24 have just a few additional questions.

25 You testified that you pled guilty to engaging in a

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Sood - cross

1 conspiracy to commit wire fraud, but you also pled guilty to
2 two other felonies, isn't that correct?

3 A. Correct.

4 Q. You also pled guilty to a completely separate charge of
5 conspiracy to commit bribery, honest services fraud, and Travel
6 Act offenses, isn't that correct?

7 A. Correct.

8 Q. And that charge, that charge that you pled guilty to, those
9 allegations did not involve Mr. Gatto, isn't that correct?

10 A. I believe that's correct.

11 Q. And the other felony that you pled guilty to was a
12 violation of Section 666(a)(2) of Title 18 of the United States
13 Code, which prohibits bribes to an agent of a federally funded
14 organization, is that right?

15 A. Yes.

16 Q. And that charge, which you pled guilty to, the allegations
17 there, they did not involve Mr. Gatto, isn't that correct?

18 A. Ah --

19 MR. SOLOWIEJCZYK: Objection, your Honor.

20 Can we have a brief sidebar on this?

21 THE COURT: He either knows or he doesn't know.

22 A. I don't know.

23 Q. Mr. Sood, if instead of pleading guilty you had decided to
24 stand trial, you would have had to defend yourself in two
25 separate criminal trials, isn't that correct?

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1 A. Yes.

2 MS. DONNELLY: I have no further questions.

3 THE COURT: All right. Thank you.

4 Government?

5 MR. SOLOWIEJCZYK: No redirect, your Honor.

6 THE COURT: All right. Mr. Sood, you are excused.

7 Thank you.

8 (Witness excused)

9 THE COURT: Next witness.

10 MR. SOLOWIEJCZYK: Your Honor, the government calls
11 John Carns from the University of Louisville.

12 While we get the witness, may we just briefly approach
13 on the matter we raised this morning?

14 (Continued on next page)

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1 (At the sidebar)

2 THE COURT: OK.

3 MR. DISKANT: Your Honor, the parties are continuing
4 to work on a stipulation regarding the prior violation. We
5 don't have a final version yet. It is my hope that we're going
6 to get there. I just wanted to put on the record that I am
7 willing to do this direct examination as if we are going to
8 reach an agreement and therefore not raise this issue on the
9 understanding that defense counsel is not -- also not going to
10 raise this issue.

11 THE COURT: Is that right?

12 MR. SCHACHTER: I guess -- I don't know what the
13 direct examination is going to be, so I don't know if the
14 issue -- and I think we are agreeing on a set of facts;
15 however, I don't know if those facts are going to be
16 inconsistent with something that the witness says and,
17 therefore, would be relevant impeachment. Without knowing
18 exactly what the direct examination is going to be, I don't
19 know how to answer that question.

20 MR. DISKANT: Your Honor, the entire point of reaching
21 the stipulation was to keep the facts tight on this, and I
22 don't intend to ask this witness anything that should open a
23 door to it. I have a concern that Mr. Schachter is going to be
24 looking for any excuse he can to get into this, but the whole
25 purpose of the stipulation --

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1 THE COURT: Shocking. Just shocking.

2 MR. DISKANT: I know.

3 MR. SCHACHTER: That does hurt.

4 MR. DISKANT: The whole point of the stipulation, in
5 good faith, that the government has engaged in trying to reach
6 a stipulation is to keep this witness from being turned into a
7 forum to litigate these issues.

8 MR. SCHACHTER: That we are in complete agreement
9 with. I would not -- I believe that this stipulation is going
10 to I believe embody the full set of facts. The only question
11 is whether or not one of facts in the stipulation would be
12 relevant to cross-examination of the witness. I guess that
13 depends on the direct examination. It may not be.

14 MR. DISKANT: The stipulation has been entered --

15 THE COURT: Look, how long are you going to be on
16 direct?

17 MR. DISKANT: Probably -- we will probably not finish
18 today --

19 THE COURT: That's what I thought. So you are
20 probably going to finish this deal, if you are going to have
21 one, tonight, right?

22 MR. DISKANT: Very good.

23 THE COURT: OK. Sufficient unto the day.

24 (Continued on next page)

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Carns - direct

1 (In open court)

2 THE COURT: Step up, Mr. Carns.

3 JOHN CARNS,

4 called as a witness by the government,

5 having been duly sworn, testified as follows:

6 THE CLERK: Please be seated.

7 If you could please state your name and spell your
8 last name for the record

9 THE WITNESS: John Carns, C-a-r-n-s.

10 MR. DISKANT: Your Honor, may I inquire?

11 THE COURT: Yes, you may.

12 MR. DISKANT: Thank you.

13 DIRECT EXAMINATION

14 BY MR. DISKANT:

15 Q. Good afternoon, Mr. Carns.

16 A. Good afternoon.

17 Q. Where do you currently work?

18 A. I work for the University of Louisville.

19 Q. How long have you worked for the University of Louisville?

20 A. Just past 20 years.

21 Q. What is your title?

22 A. I'm Senior Associate Athletic Director for Compliance.

23 Q. How long have you served as the director of compliance for
24 Louisville?

25 A. Since approximately 2002, I believe.

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Carns - direct

1 Q. Were you employed prior to joining Louisville?

2 A. Yes. I was employed out of college in the City of
3 Binghamton, upstate New York, for approximately six-and-a-half
4 to seven years before going to law school and then going to
5 graduate school.

6 Q. Which is my next question. How far did you go in school?
7 It sounds like you have a Juris Doctorate?

8 A. Yes, and also a graduate degree in sports administration.

9 Q. Did you ever practice as a lawyer?

10 A. I did not.

11 Q. Let's talk a little bit more about your employer, the
12 University of Louisville. Where is the University of
13 Louisville located?

14 A. It is located in Louisville, Kentucky.

15 Q. Is it a public or a private institution?

16 A. It's a public institution.

17 Q. Approximately how many students attend the University of
18 Louisville?

19 A. I believe there is approximately 22,000 total students.
20 Around 15,000 of those are undergraduate, I believe.

21 Q. So in addition to an undergraduate program, the University
22 offers graduate degrees and programs?

23 A. Yes.

24 Q. Are you assigned to any particular division or component of
25 the university?

Ia3dgat5

Carns - direct

1 A. I work for the Department of Athletics.

2 Q. And are you familiar with something called the University
3 of Louisville Athletic Association, or the "ULAA"?

4 A. Yes.

5 Q. What is the ULAA?

6 A. The ULAA is basically a 501(c) corporation that serves as
7 the athletic arm of the university.

8 Q. So just to be clear, the relationship between the ULAA and
9 the University is what?

10 A. The ULAA is part of the University.

11 Q. Does the Athletic Department at the University of
12 Louisville have a budget?

13 A. Yes, it does.

14 Q. And as part of your job responsibility, do you have
15 familiarity with things like the budget for the Athletic
16 Department?

17 A. Somewhat, yes.

18 Q. What is your understanding of the size of the budget?

19 A. I believe it's over a hundred, a hundred million,
20 approximately 104 million.

21 Q. And who controls the Athletic Department's budget?

22 A. The President of the University has ultimate control for
23 all of athletics, including the budget.

24 Q. Through your job, have you developed an understanding of
25 where the money to fund the Louisville Athletic Department

Ia3dgat5

Carns - direct

1 comes from?

2 A. Yes.

3 Q. Where?

4 A. The money comes from donations, ticket sales, corporate
5 sponsorships, other areas.

6 (Continued on next page)

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IA38GAT6

Carns - Direct

1 Q. And if those various sources of revenue are insufficient to
2 fully fund the department, where does the shortfall come from?

3 A. The university would ultimately cover the shortfall.

4 Q. Through your job, do you have an understanding of the
5 general amount of revenue that the athletics department
6 generates?

7 A. Not specifically.

8 Q. How many athletic teams does the university have?

9 A. We have 23 teams.

10 Q. Does that include both mens and women's?

11 A. Yes, it does.

12 Q. What are some of the sports that Louisville fields teams
13 in?

14 A. We field teams in baseball, football, men's and women's
15 basketball, men's and women's golf, men's and women's swimming,
16 men's and women's soccer, volleyball.

17 Q. How many student-athletes university-wide compete on the
18 University of Louisville athletic team?

19 A. We have approximately 600 student-athletes.

20 Q. Of those, approximately how many receive some sort of
21 athletic scholarship?

22 A. Roughly 450, I would estimate.

23 Q. Does the university have an apparel sponsor?

24 A. Yes.

25 Q. Who is that?

IA38GAT6

Carns - Direct

1 A. Adidas.

2 Q. What does it mean to have an apparel sponsor?

3 A. It's basically a sponsorship agreement; the primary purpose
4 of it is for Adidas to outfit our student-athletes and staff
5 with apparel, shoes, equipment needed to compete.

6 Q. As the director of compliance, do you have any direct role
7 in dealing with Adidas?

8 A. We get involved when our marketing department gets involved
9 with them, perhaps to monitor student-athlete likeness, making
10 sure that there is no current student-athlete whose name, image
11 or likeness is being used by the corporation.

12 Q. Do you have any involvement in drafting or negotiating the
13 contract with Adidas?

14 A. No.

15 Q. You have mentioned that you have been with the University
16 of Louisville for approximately 20 years. Has the university
17 changed over that time?

18 A. Yes. It's changed significantly.

19 Q. Can you tell us a little bit about that?

20 A. Speaking just about athletics, we have had the four women's
21 teams in that time period. In terms of facilities, I think
22 each sport has had a new facility built during that time
23 period. Our graduation rates for student-athletes have
24 increased significantly during that time.

25 Q. How about the size and scope of the university itself?

1 A. Yes. The university, when I first got there, which is in
2 1998, was primarily a commuter school, and through development
3 of housing on campus and surrounding the campus, it's turned
4 more into a residential college. It has also increased the
5 student profile by building additional buildings on campus as
6 well, research buildings and things.

7 Q. From your vantage point in the athletic department, what
8 role, if any, has the athletic department played in that
9 development and growth?

10 A. I think it's been a partnership. Obviously, athletics is
11 nationally known. We have also gone from a Conference USA to
12 the Big East Conference to the Atlantic Coast Conference, which
13 is a qualified conference, which has also increased the profile
14 not only of the athletic department but of the university as
15 well.

16 Q. You mentioned a whole bunch of different conferences. For
17 folks who don't know a lot about college basketball, can you
18 tell us what a conference is?

19 A. A conference is basically a group of schools that are under
20 one umbrella that compete against each other, share revenues,
21 expenses, and things of that nature.

22 Q. Are there any conferences that are more or less significant
23 from purposes of sports?

24 A. Not necessarily significance, but obviously size of
25 programs and things matter in different conferences.

IA38GAT6

Carns - Direct

1 Q. So you mentioned that your job is the director of
2 compliance. Can you tell us a little bit more about what your
3 job entails?

4 A. Yes. We work with -- it's myself and a full-time staff of
5 seven when we are fully staffed. Currently we have six
6 additional staff members. But our job basically is to ensure
7 that the athletic department, everyone is following university
8 rules and regulations, making sure that the university is
9 following institutional control, as set forth by the NCAA, in
10 terms of compliance with their rules and regulations, and also
11 following rules and regulations of the Atlantic Coast
12 Conference, the ACC.

13 Q. ACC is the conference that Louisville is a part of?

14 A. Correct.

15 Q. Let's talk more about that in a minute. You said you had a
16 staff?

17 A. Yes.

18 Q. What qualifications do you look for in hiring your staff?

19 A. At this point, obviously prior compliance experience is a
20 benefit, legal experience we have been successful with; we have
21 two attorneys on our staff in addition to myself. So those are
22 two key areas.

23 Q. To whom do you report?

24 A. I report to the vice president for athletics.

25 Q. Also known as the athletic director?

IA38GAT6

Carns - Direct

1 A. Correct.

2 Q. So you mentioned that one of the things that you ensure
3 compliance with are NCAA rules?

4 A. Yes.

5 Q. What is the NCAA?

6 A. The NCAA is basically the governing body for all of the
7 universities that compete under their umbrella.

8 Q. Is that also known as the National Collegiate Athletic
9 Association?

10 A. Yes, it is.

11 Q. Is the University of Louisville a member of the NCAA?

12 A. Yes, it is.

13 Q. What are some of the benefits to Louisville of membership
14 in the NCAA?

15 A. Obviously, competing against other members in that
16 conference and the association, sharing revenue with those
17 sports.

18 Q. Just to pause there for a minute, if the University of
19 Louisville were not a member of the NCAA, could it compete in
20 NCAA games?

21 A. No, it cannot.

22 Q. Does the NCAA establish rules that member universities are
23 required to follow?

24 A. Yes, it does.

25 Q. Focusing your attention on scholarships, which we discussed

1 a moment ago, are there any particular rules that are of
2 relevance?

3 A. Yes. There's individual limits as to how much a
4 scholarship value is worth, and also team limits, in terms of
5 how many scholarships each team can be allotted, and those vary
6 from sport to sport.

7 Q. Does the NCAA set requirements for eligibility to receive
8 and maintain a scholarship?

9 A. Yes.

10 Q. What are some of the eligibility requirements established
11 by the NCAA?

12 A. There are academic benchmarks both as an incoming student
13 and a continuing student, in terms of progress towards a degree
14 and things of that nature, and there is also an amateurism
15 aspect of that also.

16 Q. We will come back to the academic in just a moment, but
17 let's start with the amateur status.

18 What does it mean under NCAA rules to be amateur?

19 A. Basically, you cannot professionalize yourself as an
20 athlete to compete under their rules.

21 Q. Can a student-athlete receive payment for his or her
22 performance in a sport and remain an amateur?

23 A. Outside of some exceptions, no.

24 Q. How about the family of a student-athlete?

25 A. No.

IA38GAT6

Carns - Direct

1 Q. Are there penalties if a school like Louisville is found to
2 have allowed a player who is ineligible to compete?

3 A. Yes, there are.

4 Q. Tell us about those.

5 A. There are financial penalties for games that they played
6 in. There would be a withholding for the student-athlete for
7 those games as well. If it was during a tournament or a
8 conference tournament, potential loss of forfeiture of those
9 games and loss of revenues perhaps.

10 Q. So you mentioned some financial penalties. Can the NCAA
11 impose fines?

12 A. Yes.

13 Q. What kinds of fines can the NCAA impose?

14 A. It can impose -- in that case, it can impose fines for the
15 number of contests that the student-athlete competed in
16 ineligible.

17 Q. You mentioned loss of revenue?

18 A. Yes.

19 Q. How would the university potentially lose revenue?

20 A. If they had competed in an NCAA tournament, for instance,
21 and then ultimately had to forfeit those games, that could also
22 result in the loss of revenue, the revenue that they would
23 received for competing.

24 Q. You mentioned that part of your job as the director of
25 compliance is to ensure that the university complies with NCAA

IA38GAT6

Carns - Direct

1 rules?

2 A. Yes.

3 Q. What, if anything, do you and your staff do to ensure
4 compliance with NCAA rules?

5 A. We do a number of things. Primarily what we try to do is
6 educate. We educate our student-athletes, our staff, coaches,
7 boosters, anyone that is around our department. We also put in
8 place monitoring systems to ensure that we are following those
9 rules. And then ultimately, if there are situations that
10 arise, we investigate violations and report those violations as
11 necessary to the NCAA.

12 Q. So starting with the first of the things you mentioned, the
13 education component of it, do you and your staff provide
14 training to student-athletes?

15 A. Yes, we do.

16 Q. Do you provide training to staff members?

17 A. Yes.

18 Q. If I could direct your attention -- there should be a
19 binder in front of you -- to what has been marked for
20 identification purposes as Government Exhibit 1623.

21 Mr. Carns, do you recognize this document?

22 A. Yes.

23 Q. What do you recognize it to be?

24 A. This is our incoming student-athlete guide that we provide
25 to all students who have committed -- either signed a letter of

1 intent or financial agreement or committed to attend the
2 university as a student-athlete.

3 Q. And is it part of your education effort with respect to
4 NCAA rules?

5 A. Yes.

6 Q. Did you participate in the production of this document?

7 A. Yes.

8 MR. DISKANT: Your Honor, the government offers 1623.

9 MR. SCHACHTER: No objection.

10 THE COURT: Received.

11 (Government's Exhibit 1623 received in evidence)

12 MR. DISKANT: With the Court's permission, we will
13 publish this.

14 THE COURT: Yes.

15 MR. DISKANT: Ms. Lee, if we could turn to page 4 of
16 the PDF.

17 Q. So, Mr. Carns, right up top it says, "Protect your
18 eligibility. Top five pre-enrollment tips."

19 MR. DISKANT: I apologize, Ms. Lee. Can we go back to
20 page 1 for just a minute.

21 Q. So this is called the "Incoming student-athlete guide -
22 everything you need to know to be a cardinal."

23 Do you see that?

24 A. Yes.

25 Q. Who is the target audience for this particular guide?

1 A. All of our committed student-athletes who have committed to
2 coming to the university.

3 MR. DISKANT: Now if we can turn to page 4, Ms. Lee.

4 Q. Focusing up top, "Protect your eligibility. Top five
5 pre-enrollment tips." Do you see that?

6 A. Yes.

7 Q. What eligibility are you referring to?

8 A. NCAA eligibility.

9 Q. So number 1 says "extra benefit." What is an extra
10 benefit?

11 A. As it says, "Any special arrangement or preferential
12 treatment given to a student-athlete or family and relatives or
13 a friend not expressly authorized by NCAA rules."

14 Q. Would you read, if you don't mind, that first paragraph for
15 us?

16 A. "Individuals (including University of Louisville staff and
17 coaches) other than your family and relatives, may not provide
18 extra benefits or preferential treatment to you or your family.
19 Acceptance of an extra benefit or preferential treatment pre or
20 post enrollment by you or your family will result in a
21 violation of NCAA rules affecting your eligibility."

22 Q. Now, Mr. Carns, you and the guide here highlight "you or
23 your family." Why do you do that?

24 A. Because of the benefits provided to either the
25 student-athlete or the family, there is still eligibility

1 consequences for the student-athlete.

2 Q. So if a family member receives an improper benefit without
3 the student-athlete's knowledge, does that affect the
4 student-athlete's eligibility?

5 A. Yes.

6 Q. Why do you provide this guidance to all incoming
7 student-athletes?

8 A. We want to obviously get in front of the rules education as
9 early as possible for our prospective student-athletes because
10 these are rules that they are responsible for throughout their
11 entire time on campus. So the earlier we can get this
12 information to them, the earlier they can understand that
13 information, and the family can understand that information,
14 and we can hopefully move forward without incident.

15 Q. What are some of the consequences if a student-athlete
16 receives an improper benefit?

17 A. Possible ineligibility, repayment of the benefits, and if
18 there is institutional staff involved, potential institutional
19 penalties as well.

20 Q. We will come back to that in just a minute.

21 Are all improper benefits treated equally under the
22 NCAA rules?

23 A. No.

24 Q. Can you tell us a little bit more about that?

25 A. Basically, there's different levels of benefits that are

1 provided, and obviously different penalties resulting from the
2 value of those benefits.

3 Q. For example, I think one of the examples you gave us a
4 moment ago of an improper benefit was a free meal.

5 If a student-athlete accepts a free meal, how would
6 the University of Louisville typically respond to that?

7 A. We would report the violation, and depending upon the
8 amount of the meal, either they would directly -- if it was
9 less \$200, they would repay that benefit before becoming
10 eligible. If it was a benefit more \$200, we would have to
11 declare them ineligible.

12 Q. Are there various gradations or levels of NCAA violations?

13 A. Yes.

14 Q. Go ahead.

15 A. There's basically three levels. Level one and level two
16 violations are more serious or severe violations. They were
17 formerly called major violations by the NCAA. Then level three
18 are considered inadvertent or isolated incidents in most cases,
19 and those are what used to be referred to as secondary
20 violations by the NCAA.

21 Q. So if I understand you correctly, it sounds like level one
22 and level two are sort of in one category and level three is in
23 another?

24 A. Yes.

25 Q. As part of its compliance program, does the university

IA38GAT6

Carns - Direct

1 impose compliance obligations on its employees?

2 A. Yes.

3 Q. What are those obligations?

4 A. To follow the rules and regulations of the NCAA, to be
5 educated on those, and to report any potential violation or
6 information either of a violation or a potential violation to
7 the director of athletics in our office.

8 Q. Would that extend to members of the men's basketball
9 coaching staff?

10 A. Yes, it would.

11 Q. Are those expectations of the university documented
12 anywhere?

13 A. Yes.

14 Q. Where are they documented?

15 A. For staff they are documented in their employment
16 contracts.

17 Q. Are you familiar with someone named Richard or Rick Pitino?

18 A. Yes, I am.

19 Q. How are you familiar with him?

20 A. He was the former head men's basketball coach at the
21 University of Louisville.

22 Q. Did Mr. Pitino have a written contract with the university?

23 A. Yes, he did.

24 Q. Is that a document you would have had access to in the
25 ordinary course of your work?

IA38GAT6

Carns - Direct

1 A. Yes.

2 Q. Mr. Carns, if I could direct your attention to what has
3 been marked for identification purposes as Government Exhibit
4 1617 and ask you if you recognize this.

5 A. Yes, I do.

6 Q. What do you recognize it to be?

7 A. The employment contract for Rick Pitino.

8 MR. DISKANT: The government offers 1617.

9 MR. SCHACHTER: No objection.

10 MR. MOORE: No objection.

11 MR. HANEY: No objection.

12 THE COURT: It's received.

13 (Government's Exhibit 1617 received in evidence)

14 Q. Just starting right up top, it looks like this is an
15 employment contract between the ULAA -- that's the athletic
16 department you were telling us about before?

17 A. Yes.

18 Q. -- and Richard A. Pitino below that?

19 A. Yes.

20 MR. DISKANT: Ms. Lee, if we could turn to page 9.

21 If you could highlight under "employees' duties"
22 section 4.1.3 down at the bottom. It looks like this may
23 continue on to the next page.

24 Q. Mr. Carns, if you could just read that for us?

25 A. "Know, recognize, and comply with the laws, policies,

1 rules, and regulations governing employer and its employees,
2 including conflict of interest policies and the rules of the
3 NCAA and any conference with which the university is now or
4 subsequently affiliated, as now constituted or as they may be
5 amended during the term hereof, to diligently supervise
6 compliance of assistant coaches and any other employees for
7 which the employee is administratively responsible for the
8 aforesaid policies, rules, and regulations, and to immediately
9 advise the athletic director if employee has cause to believe
10 violations by such subordinates have occurred or will occur."

11 Q. Mr. Carns, consistent with that language, is Rick Pitino
12 allowed to engage in or facilitate violations of NCAA rules?

13 A. No, he's not.

14 Q. If he learns of such violations, are requirements imposed
15 upon him?

16 A. Yes.

17 Q. What are those requirements?

18 A. To report the information.

19 Q. Does this contract provide for potential consequences if
20 Mr. Pitino were to fail to honor or to violate this particular
21 provision?

22 A. Yes.

23 Q. What do those consequences include?

24 A. Termination of employment.

25 MR. DISKANT: Ms. Lee, if we can turn to page 12 of

1 this document, and focus in on the bottom half, "termination
2 for just cause."

3 Q. This provides a section, "The employer has the right to
4 terminate the employment contract for just cause or impose
5 other appropriate discipline."

6 Mr. Carns, can you read 6.1.3?

7 MR. SCHACHTER: Objection. The document is in
8 evidence.

9 THE COURT: I will allow it.

10 A. "Major violation of any rule or bylaw of employer, the
11 athletic conference with which the university is then
12 affiliated or the NCAA, including level 1 and/or level 2 NCAA
13 violations, which violation damages employer or the university
14 in a material fashion."

15 Q. Thank you.

16 In addition to these provisions, does the contract
17 also provide for compensation?

18 A. Yes, it does.

19 Q. Is a component of Mr. Pitino's compensation based on the
20 performance of the athletic term?

21 A. Yes, it is.

22 Q. Are provisions like these -- that is, those pertaining to
23 honoring and not violating NCAA rules -- contained in contracts
24 for all of the assistant coaches as well?

25 A. Yes.

1 Q. Are you familiar with someone named Jordan Fair?

2 A. Yes, I am.

3 Q. How are you familiar with Mr. Fair?

4 A. Jordan was a former assistant basketball coach for the
5 University of Louisville.

6 MR. DISKANT: If we can bring up for the witness, or
7 if you would turn in your binder to what has been marked for
8 identification purposes as Government Exhibit 1601.

9 Q. Mr. Carns, do you recognize this document?

10 A. Yes, I do.

11 Q. What is it?

12 A. It's the employment contract for Jordan Fair.

13 MR. DISKANT: The government offers 1601.

14 MR. SCHACHTER: No objection.

15 THE COURT: Received.

16 (Government's Exhibit 1601 received in evidence)

17 Q. Now, Mr. Carns, you told us that Jordan Fair was an
18 assistant coach for the men's basketball team?

19 A. Yes.

20 Q. Did he hold that position in the summer of 2017?

21 A. Yes, he did.

22 Q. If we can turn to page 3, and just focus on paragraph 10
23 which says, "If during the contract period any situation arises
24 wherein an employee is found to have knowingly encouraged or
25 allowed violations of the existing NCAA rules or regulations,

IA38GAT6

Carns - Direct

1 the ULAA's obligations covered by this contract will be
2 terminated immediately."

3 Do you see that?

4 A. Yes.

5 Q. Just remind us again, the ULAA is what?

6 A. University of Louisville Athletic Association.

7 Q. Are you familiar with someone named Kenny Johnson?

8 A. Yes.

9 Q. Who is Kenny Johnson?

10 A. Kenny was the associate head coach for the University of
11 Louisville men's basketball program.

12 Q. Did he also have a contract?

13 A. Yes, he did.

14 MR. DISKANT: If we can bring up for the witness what
15 has been marked for identification as Government Exhibit 1602.

16 Q. Mr. Carns, do you recognize this document?

17 A. Yes, I do.

18 Q. What do you recognize it to be?

19 A. The employment contract for Kenny Johnson.

20 MR. DISKANT: Government offers 1602.

21 MR. SCHACHTER: No objection.

22 THE COURT: 1602 is received.

23 (Government's Exhibit 1602 received in evidence)

24 Q. Focusing up on the top, Mr. Carns, was this contract in
25 effect between May and September of 2017?

1 A. Yes, it was.

2 MR. DISKANT: Ms. Lee, if we can turn to page 2 and
3 take a look at paragraph 6 of this contract.

4 Q. Mr. Carns, this says, "Employee is expected to show
5 exemplary sensitivity to the spirit as well as the letter of
6 such rules."

7 Which rules is the contract referring to?

8 A. NCAA rules.

9 Q. Does this contract also provide for the possible
10 termination or other employment action for a violation of NCAA
11 rules?

12 A. Yes, it would.

13 Q. Why does the university include provisions like these in
14 its employment contracts for its coaches?

15 MR. SCHACHTER: Objection. Lack of foundation.

16 THE COURT: Sustained.

17 Q. As the director of compliance, do you have an understanding
18 of why it is the university requires its employees to follow
19 NCAA rules?

20 MR. SCHACHTER: Objection.

21 THE COURT: Sustained.

22 Q. Mr. Carns, if you were to learn that a coach had been
23 involved in making or facilitating a payment to a player, what
24 would you do?

25 MR. SCHACHTER: Objection.

1 THE COURT: Overruled.

2 A. We would investigate the information, report a violation if
3 necessary, and recommend to the athletic director appropriate
4 sanctions to the coach.

5 Q. We talked a moment ago about athletic scholarships. Does
6 the university issue athletic scholarships?

7 A. Yes, they do.

8 Q. Focusing your attention on men's basketball, how many
9 athletic scholarships does the university issue?

10 A. Men's basketball is permitted by NCAA rules 13
11 scholarships.

12 Q. Does the university incur a cost with respect to the
13 issuance of a scholarship?

14 A. Yes.

15 Q. Focusing your attention on the 2017-2018 academic year,
16 what approximately was that cost?

17 A. Approximately \$41,000.

18 Q. Is that an actual number?

19 A. No. That would be an average cost of the whole scholarship
20 for that academic year.

21 Q. Where does the average come from?

22 A. The average comes from the permissible elements, which are
23 tuition, books, room, board, and miscellaneous expense which
24 would take the student-athlete up to the full cost of
25 attendance that the university allows to provide.

1 Q. Does the university also calculate the actual cost of the
2 scholarship?

3 A. Yes.

4 Q. How does the actual cost typically compare to the average?

5 A. Depending upon the tuition. So the number of classes
6 they're enrolled in, the types of classes they are enrolled in,
7 and also the amount of their books and things. It could be
8 higher or lower depending upon residency and online courses
9 versus brick-and-mortar courses, things like that.

10 Q. If I understand that correctly, based on, say, for example,
11 the courses the student actually chooses, that might impact the
12 cost of the scholarship?

13 MR. SCHACHTER: Objection. Lack of foundation. There
14 has been no foundation that this witness, in his role of
15 compliance, is involved in calculating the cost of a
16 scholarship.

17 THE COURT: Overruled.

18 A. Yes. Can you just repeat the question?

19 Q. I was trying to make sure I understood your last answer.
20 It sounded like you were saying that based on, for example,
21 which course a particular student chose, that might have an
22 impact on the actual cost?

23 A. Yes. There's different costs for an online class as
24 opposed to a brick-and-mortar class, in-state versus
25 out-of-state, things like that.

1 Q. Where does the money come from for the scholarship?

2 A. The money comes from the University of Louisville Athletic
3 Association or the athletic department.

4 Q. Does the university have criteria for awarding athletic
5 scholarships?

6 A. Yes.

7 Q. What are some of those?

8 A. A student-athlete has to meet university requirements
9 academically and also NCAA requirements, both amateurism and
10 academic requirements.

11 Q. Now, why do some of those requirements matter to the
12 university?

13 MR. SCHACHTER: Objection.

14 A. For the fact --

15 THE COURT: Sustained.

16 Q. Does the university, to your knowledge, issue scholarships
17 to student-athletes who are ineligible to compete?

18 MR. SCHACHTER: Objection.

19 THE COURT: Overruled.

20 A. No, they do not.

21 Q. Why not?

22 A. Why don't they? Because if they are ineligible to compete,
23 you're using the scholarship for somebody that could be
24 eligible primarily.

25 MR. DISKANT: Your Honor, I am about to switch to

1 another subject.

2 THE COURT: And I am about to take another case.

3 Folks, 9:30 tomorrow morning. Thank you.

4 (Jury exits courtroom)

5 THE COURT: Be seated, folks.

6 You're free to go, unless you have something you need
7 to take up with me now.

8 (Adjourned to October 4, 2018, at 9:30 a.m.)

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INDEX OF EXAMINATION

1		
2	Examination of:	Page
3	EMILY ECKSTUT	
4	Cross By Mr. Moore	197
5	MUNISH SOOD	
6	Direct By Mr. Solowiejczyk	208
7	MUNISH SOOD	
8	Cross By Mr. Haney	301
9	Cross By Mr. Moore	329
10	Cross By Ms. Donnelly	338
11	JOHN CARNS	
12	Direct By Mr. Diskant	343

GOVERNMENT EXHIBITS

14	Exhibit No.	Received
15	S5	204
16	55, 55T	206
17	S6	206
18	516	217
19	2004	236
20	523	237
21	520	239
22	102N-1, 102N-2, 102N-3, 102N-4, 102N-5	241
23	104L	278
24	528	280
25	522	281

1	524	285
2	21, 21T, 22, 22T, 29, 29T, 57, 57T, 63, . . .	300
3	63T, 75, 75T, 75A, 75A-T	
4	1623	355
5	1617	360
6	1601	363
7	1602	364
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

- [HOME >](#)
- [SPORTS](#)

EXHIBIT 14

The Boston Globe

SPECIAL REPORT

Ethical questions raised as amateur basketball recruiters engage in a high-stakes battle for blue-chip recruits

By Bob Hohler, Globe Staff | July 23, 2006

First in a three-part series on the sneaker industry's influence on amateur basketball in New England.

SPRINGFIELD -- A brazen foot soldier in a multibillion-dollar war between sneaker makers for the soles of America's youth, Thomas J. "TJ" Gassnola has peddled basketball dreams to inner-city adolescents across New England despite a lengthy criminal history and prodigious legacy of financial delinquency.

The face of youth basketball in the region for Adidas, Gassnola is a free-wheeling recruiter whose tactics often have clashed with rules set by the National Collegiate Athletic Association to protect amateur athletes who aspire to careers in college sports. Some of his practices underscore the inability of the NCAA and other watchdog agencies to adequately police abuses in summer youth basketball.

A Globe investigation of the sneaker industry's influence on youth basketball in New England found that Gassnola has handed cash to members of his Adidas-sponsored summer travel teams for expenses unrelated to basketball. Several parents of elite players said the Springfield-based recruiter offered them free airfare or Adidas merchandise while pursuing their sons, and another parent said he interpreted Gassnola's sales pitch to mean the recruiter would provide his son improper financial aid. NCAA rules bar amateur players from receiving anything but "actual and necessary travel, room and board, and apparel and equipment for competition and practice."

The Globe also witnessed Gassnola drive his teenage players in several states, even though his Massachusetts driver's license has been revoked or suspended 24 times and was not valid from 1993 until last month.

"You're talking about putting kids at risk in so many different areas," said John Kottori, chairman of boys' basketball in southern New England for the Amateur Athletic Union. "It makes my stomach turn to think about it."

Gassnola, whose supporters include Adidas, and numerous parents and players, has done it all in the company's name. As the sneaker giant's top New England recruiter in its quest to wrest supremacy of the market from archrival Nike, Gassnola operates in a loosely regulated subculture in which Nike, Adidas, and Reebok, a Canton-based Adidas subsidiary, spend millions of dollars on "grassroots" campaigns to curry favor with children as young as 12 in their hunt for the next Michael Jordan or LeBron James, superstars whose endorsements shape the marketplace.

The system has created a cottage industry in which corporate agents such as Gassnola lavish free travel, shoes, gear, and other benefits on predominantly needy youths with basketball skills. For the players, it is a heady environment with a sometimes shady underside: For all the future college and pro stars who have prospered in the system, some have seen their reputations tarnished by their company-backed coaches or recruiters.

One of the most egregious cases involved a Nike-funded coach, Myron Piggie, of Kansas City, Mo., who was sentenced to 37 months in prison in 2001 for fraud and tax convictions after paying more than \$35,000 to five teenagers, including future NBA players Corey Maggette, Kareem Rush, and Korleone Young, to play in his summer program. Three of the players, after enrolling in college, were suspended from basketball competition by the NCAA for periods ranging from five to nine games (the NCAA has no jurisdiction over amateur athletes until they are enrolled in member schools).

Subsequent efforts by the NCAA to crack down on abuses in summer youth basketball have produced few results, largely because of its limited jurisdiction.

"Every time we try to make rules, somebody tries to circumvent them," said Tom Izzo, who guided Michigan State to the national championship in 2000 and serves on a select NCAA committee of college coaches.

Gassnola, 34, aspires to make his New England Playaz the top power in summer youth basketball in New England, a distinction long held by the Nike-sponsored Boston Amateur

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Basketball Club. He declared himself "hell-bent on destroying" the BABC and engaged in a verbal confrontation with BABC coach Leo Papile last winter that nearly became physical during a tournament in Chelsea.

"It's a personal war, a turf war, and a sneaker war," said Gassnola, who has stocked his team with some of the region's best talent, including stars he has poached from clubs in Greater Boston, including the BABC.

"When I die, I want it to say on my tombstone: 'TJ Gassnola, The Guy Who Put Leo Papile Out Of Business,'" Gassnola said.

Fierce competition

Nike invests an estimated \$15 million a year on amateur youth basketball, while Adidas spends about \$10 million annually and Reebok \$6 million a year, according to an industry executive.

Papile, 52, who founded the BABC in 1977, also serves as assistant executive director of basketball operations for the Boston Celtics. His program receives \$50,000 a year from Nike plus sneakers, gear, and apparel, while Gassnola said he receives no cash from Adidas but an unlimited supply of merchandise.

Gassnola recently enhanced his program by gaining an endorsement from NBA Hall of Famer Bob Lanier, whose name now appears on the team's uniforms. But Papile, whose program has won 11 national championships and sent more than 200 players to Division 1 colleges, including NBA Hall of Famer Patrick Ewing and former Celtic Dana Barros, shrugged off Gassnola's challenge.

"I don't know how old he is, but all I can say is, 'Good to luck him, if he lives long enough,'" Papile said. "I've seen guys like him come and go, and when they go, good riddance. They're not good for basketball."

The scramble among the sneaker giants for the nation's elite young athletes has escalated since the early 1990s, spawning dozens of company-sponsored teams that barnstorm the nation from April to July competing in showcases that often attract college recruiters, NBA scouts, and national scouting services.

Nearly every American-bred college and NBA star in recent years has played for a company-sponsored team, and organizers such as Gassnola and Papile have come to wield enormous influence with young players, helping them land lucrative scholarships to private secondary schools, fielding inquiries from college coaches, and advising them on their college choices.

In turn, players who make it big both by turning pro and reaping lucrative sneaker endorsement deals sometimes reward their summer coaches, though Papile said none of his alumni have given back to his program. Gassnola said he receives a combined \$20,000 a year from three NBA players whom he declined to identify (none of his alumni has reached the NBA).

Indeed, a number of NBA stars, including Tracy McGrady, Tim Thomas, and Tyson Chandler, have designated portions of their multimillion-dollar sneaker contracts to their company-sponsored coaches or handlers.

"This is a big-time business," said Gassnola, a fast-talking recruiter with a self-portrayed "degree in bull" and close ties to former University of Massachusetts coach John Calipari's program at the University of Memphis.

Papile raised eyebrows in the 1980s when he became a Boston-based assistant coach for Cleveland State University after five members of his BABC teams went to play for the school. Responding to rumors that he may have sold players to colleges, Papile issued an emphatic denial in a 1997 interview with the Globe.

"Anybody who has the courage to confront me with that, I would go into a steel cage with them and pound them to smithereens, because that's how untrue it is," he said. One summer coach who recently clashed with Papile over a player questioned the propriety of Papile serving as both a high-level scouting adviser for the Celtics and an amateur coach whose former players the Celtics could draft. Two former BABC players, Iowa State's Will Blalock and Notre Dame's Torin Francis, recently participated in pre-draft workouts for the Celtics.

"It's absolutely absurd that he's getting paid by an NBA team and running an AAU team," said Rick Isaacs, who coaches the H Squad, an elite independent travel team based in California. "Is that not a conflict of interest?"

Papile said he has long reported his BABC role to the NBA, which has approved the activity as a community service. Papile, who said he is not paid by the BABC, also noted that Blalock and Francis worked out for many NBA teams other than the Celtics.

Though Papile has long served as the face of the BABC, his name has not appeared on corporate documents the organization has filed with the secretary of state. Instead, Papile's wife, Kimberly Johnson, is listed as the BABC's president, treasurer, and clerk, while Frank Burke, a basketball operations assistant for the Celtics, and Stuart August, a lawyer, are listed as directors.

Papile explained his absence from the documents as a consequence of his work for the Celtics, which requires him to travel about 200 days a year. He also owns and manages a number of real estate properties.

"All I can do is coach," he said. "I don't have time to do all the other stuff."

Before going nonprofit in 2003, the BABC functioned for many years as a for-profit corporation, though Papile said no one in the organization received a salary and "we never came close to making a profit."

As a nonprofit, the BABC reported raising nearly \$99,000 in 2004, the most recent year for which its federal tax return was available. The club reported spending more than \$94,000, including more than \$6,700 in charitable donations to scholarship funds at Chelsea High School and Charlestown High School.

Numerous coaches, however, have complained through the years about losing players to Papile's higher-profile program -- Kalon Jenkins of the Stoughton-based Bay State Magic said the core of his 15-and-under team jumped this year to the BABC -- yet Papile generally has maintained a favorable reputation while reigning as New England's dominant force in summer youth basketball.

He was inducted in 2004 into the New England Basketball Hall of Fame.

"If I feel my kids need to be at the next level, I deal with Leo only," said Pete Washington, who heads the Young Achievers Basketball Club in Mattapan and previously coached at Roxbury Community College and East Boston High School.

Criminal history

Gassnola, however, has become a pariah among many youth coaches for his history of breaking laws, rules, and promises. The AAU, a major force in youth basketball, has suspended him since 2000 for bouncing an estimated \$2,500 in checks for tournament fees.

Gassnola said he has "made a ton of mistakes in my life." He attributed many of the lapses to a "dysfunctional" upbringing and said, "I absolutely robbed Peter to pay Paul to make this [basketball] program work." But he said he has turned his life around.

Gassnola has been convicted three times of larceny over \$250 or receiving stolen property, among other charges, and has been ordered by judges in at least 11 civil cases to make good on more than \$45,000 in bad debt.

"This is what I do and I love it," he said of his basketball program. "I've stepped on some people's toes I shouldn't have, but I didn't do it intentionally and I'll never do it again."

Court records show Gassnola's criminal record dates to 1988, when he was convicted of delinquent larceny at age 16 and ordered committed to the Department of Youth Services for a year, with the sentence suspended.

Gassnola said he has applied the lessons of his troubled youth to help a new generation of at-risk teenagers.

"Imagine a guy who sits in juvenile court with a chip on his shoulder the size of you and me," he said, referring to himself. "He went from one juvenile home to another. His father left him at a young age and his mother never understood him. There were a lot of bumps in the road, but he tried to do the right thing. This guy understands kids better than anybody because he used to be one of them, and he doesn't want those kids to go down the same bumpy road."

The road remained bumpy for Gassnola in adulthood. At 22, he was convicted of assaulting a man outside a Springfield bar, for which he received a 90-day suspended jail sentence.

Less than a year later, Gassnola was indicted on charges of felony assault and unarmed burglary stemming from a confrontation in which one of the alleged victims told police he aimed a licensed handgun at Gassnola to ward him off. The alleged victim also reported a subsequent encounter with Gassnola.

"He told me he could have me killed and that he belonged to one of the highest organized crime families in Springfield," the man told police, according to court records.

A jury in Hampden Superior Court found Gassnola not guilty of the charges. (In an interview, Gassnola denied having any connection to organized crime, though he said he once was involved in bookmaking.)

Gassnola's criminal record also includes convictions for receiving stolen property and uttering a false check in 1998, larceny over \$250 in 2000, and larceny over \$250 in 2001 (the larceny convictions involved nearly \$2,200 he stole from two women). He received probation or suspended jail sentences in each case and was ordered to pay a total of \$3,091 in restitution.

Meanwhile, the list of plaintiffs who have received civil judgments against Gassnola for bad debts include a former basketball associate, a college in Springfield that rented him a gym, and a

Hadley company that installed audio equipment in his SUV.

"It's tough to get started in this business," he said, estimating his program costs \$100,000 a year (he said he already has invested nearly \$32,000 of his own money this year).

"You kind of live beyond your means and sometimes you ruffle some feathers," he said.

Gassnola, whom the Globe witnessed driving teenage players in Massachusetts, Rhode Island, and Arkansas while his license was revoked, also has amassed a voluminous record of traffic violations such as speeding, operating with a suspended license, and operating an unregistered vehicle. (None of the violations involves alcohol or drugs.) He has been classified five times as a habitual traffic offender, with his latest four-year revocation ending May 3.

"He has continued to drive in blatant violation of the law," Amie O'Hearn, a spokeswoman for the Registry of Motor Vehicles, said before Gassnola regained his license last month.

Registry officials said they did all they could to sanction Gassnola while he continued driving. The rest, they said, was up to police and the courts.

Gassnola has heard critics voice the most derogatory assertions about him, he said, none more incendiary than that he has paid athletes to play for him and has directed players to colleges in return for cash. He said he has done neither.

"I'm not proud of a lot of stuff, but the proudest thing in my life is that I've been able to build this program with a level of success," he said. "I'm trying to do the right thing."

Supporting cause

Gassnola has helped steer a number of players to major Division 1 basketball programs, including 6-foot-6-inch Antonio Anderson to Memphis from Lynn Tech and Maine Central Institute; 6-8 Kendric Price, of Dorchester, to Michigan from Buckingham Browne and Nichols; and 6-8 Demetris Nichols, of Dorchester, to Syracuse from St. Andrew's School in Rhode Island.

An Adidas spokesman, Terrell Clark, said the company has received "no complaints or criticism" about Gassnola.

"We have, however, taken note of a great deal of praise by the parents of players directed to both the club and its officials," Clark said.

Carol Price said Gassnola played a key role in helping her son, Kendric, secure his basketball scholarship at Michigan.

"I can't say anything negative about the experience," Price said. "It was one of the best things that could have happened for Kendric in terms of exposure."

Veronica Brantley credited Gassnola with transforming her son, Jamual Warren, a 6-2 guard from Springfield, from "a hard-headed little boy to a responsible young man." Warren, whom Gassnola has mentored for more than eight years, attends Globe Institute of Technology in New York and will play next season for the University of Cincinnati.

"From the outside looking in, people will see what they want to see about TJ," said Brantley, a single mother of five. "But TJ has been a blessing for me and my family, and he's done it all out of the kindness of his heart."

Coaches Marvin Avery at Lynn Tech and Mike Hart at St. Andrew's said they have encountered no problems with Gassnola. In 2001, Gassnola also received a recommendation in a sentencing hearing in Springfield District Court from John Robic, who then coached Youngstown State between stints as Calipari's assistant at UMass and Memphis.

"He's a good man," Avery said of Gassnola. "I'm a big supporter."

Yet Gassnola has no shortage of detractors, many of who portrayed him as a hustler more concerned about enhancing his image with Adidas than protecting the interests of young athletes.

"He could end up hurting a lot of kids," said Darryl Bishop, of Roxbury, whose 16-year-old son, Darryl, is one of several players Gassnola tried to poach from Papile. "I don't think he's very good for youth basketball and what it stands for."

Bishop, a former football star at Western Kentucky who serves as athletic director of the Shelburne Community Center in Roxbury, said Gassnola arrived there uninvited to try to lure away three of Papile's players: the younger Bishop and 6-7 Jamal Coombs-McDaniel of Dorchester, both of whom Papile helped steer to Lawrence Academy, and 6-8 Alex Oriakhi of Lowell, a 16-year-old phenom whom Papile helped enroll at the Brooks School.

"He didn't offer me anything directly, but he did talk money, about how he had helped out some kids in the past," Bishop said. "I've been there before, so I knew what he was talking about. I told him, 'Anything you do now could hurt my son down the road.' I explained to him that we're not about that."

Bishop, who rejected Gassnola's invitation, said he took Gassnola to suggest he would provide his son improper financial support. Gassnola denied offering anything inappropriate.

"I would never say anything like that," he said. "I don't operate like that."

Still, Gassnola said he is bound by few, if any, regulations, largely because the NCAA is hampered by its limited jurisdiction and no other agency carefully monitors the summer basketball universe.

"You can do whatever you want [because] there are no rules," he said. But while he insisted he would never entice a player or his parents with money, Gassnola acknowledged delivering small amounts of cash to a number of players who have joined his program. He made clear the money was for things unrelated to basketball competition -- such as food and leisure travel -- and thus a possible violation of NCAA rules on amateurism. He said his only motive is compassion for his players.

"Do I wire a kid \$40 so he can get something to eat? You're damn right I do," he said. "I'm not leaving a kid on the side of the road who's got nothing at home."

In one recruiting ploy, Gassnola told Coombs-McDaniel's father, Pernel McDaniel, he would provide the elder McDaniel with Adidas footwear if his 16-year-old son joined the Playaz.

"He said, 'What size sneaker do you wear? I'm going to take care of you,'" said McDaniel, who declined the offer.

Gassnola, who acknowledged making the offer to McDaniel, described the goods he receives from Adidas as a valuable resource.

"When a guy like me has product behind him, that makes a difference," Gassnola said. "Kids say, 'That's what T-Mac [Tracy McGrady] wears.' If I had no product behind me, this wouldn't be as easy."

In another recruiting episode, Gassnola failed to impress Doug Millard, of Goffstown, N.H., whose 6-8 son, Chad, played as a freshman last season for Rick Pitino at Louisville after starring at Trinity High School in Manchester, N.H., and Brewster Academy. Doug Millard said Gassnola invited his family to dinner at a Manchester Applebee's while he was recruiting Chad, but when the bill came Gassnola produced three credit cards, all of which were rejected. Millard then picked up the check.

"At that point, I said to Chad, 'You're not playing for this guy. How can his team afford to travel if he can't buy a \$50 dinner?'" Millard recalled.

Gassnola then encouraged Doug Millard to let Chad play in a tournament in Memphis. By Doug Millard's account, which Gassnola confirmed, Gassnola said, "If you let Chad go, we have an extra plane ticket. You can go, too."

The offers to McDaniel and Millard could have posed a potential problem with the NCAA, under a provision that bans prospects and their families from receiving preferential treatment, benefits, or services based on an athlete's reputation.

"We met hundreds and hundreds of people in the basketball world over the last few years and 99 percent of them were great people," Millard said. "They're not all TJ Gassnolas."

Tactics questioned

At 6-5 and about 260 pounds, Gassnola strikes an imposing figure. He wears a diamond earring, gold chain, and Adidas apparel, often from head to toe. A graduate of Springfield's Cathedral High School, where he played basketball, Gassnola has described his occupations through the years as bar owner, car dealership manager, and real estate entrepreneur.

But his prime pursuit has been youth basketball. He got his break in 1998 when he steered Warren to the powerful Playaz Basketball Club of Paterson, N.J., an Adidas-funded organization whose alumni include the NBA's Kobe Bryant and Vince Carter, and became one of coach Jim Salmon's assistants.

With the Playaz's blessing, Gassnola spun off his own team in their image two years ago. Both Gassnola and Salmon said they have no financial relationship, and Gassnola said he raises most of the money for his team from Springfield-area businessmen and the unnamed NBA players.

At the core of Gassnola's mission is delivering some of the region's premier talent to major national tournaments and camps, particularly those sponsored by Adidas. Under NCAA rules, the events represent the last major showcases for prospective college players before the November period for players to sign with NCAA schools, further boosting the influence of operatives like Gassnola.

"It's a world most people don't know very much about," said former Celtics coach John Carroll, whose 16-year-old son, Austin, plays for Papile's BABC. "There are guys like Leo who have been doing it a long time and have built a good reputation, and there are bottom-feeders like

[Gassnola] who try to make a name for themselves by going into inner cities and doing whatever they can to entice kids. It's sad."

Gassnola, who last year incorporated the New England Playaz as a nonprofit and listed himself as the president, treasurer, clerk, and sole director, insisted he cares more about helping his players secure college scholarships than scoring points with Adidas.

"I'm going to make sure they go to college and aren't walking the streets doing nothing," he said of his players. "That means more to me than Adidas going, 'Holy [expletive], you got Antonio [Anderson]. He's a [potential] pro.'"

At times, however, Gassnola has put basketball before education. In 2004, he helped 6-9 Travis George, of Roxbury, enroll at Notre Dame Prep in Fitchburg, only to quickly remove him over philosophical differences with the school administration. Bill Barton, Notre Dame's principal and basketball coach, said the differences included Gassnola expecting George to leave campus and compete with the Playaz when Barton insisted George remain there during summer school to study.

"We will not take TJ's kids anymore," Barton said. "There are some coaches who should not be guiding young men."

George has attended five prep schools since Notre Dame and has yet to meet the NCAA's academic eligibility standards. For his part, Gassnola acknowledged personally assailing Barton for requiring George to study rather than play basketball.

"[Barton] was killing the kid," Gassnola said. "Travis won't be going to Yale to be an engineer."

Gassnola also acknowledged owing money to Notre Dame after reneging on a pledge to pay Warren's tuition. To date, Notre Dame has taken no legal action, though word of Gassnola's debt has spread through the youth basketball community, further tainting his reputation.

Several AAU coaches told the Globe Gassnola has snatched away players from them by making promises the coaches could not or would not match. Most youth teams charge athletes to play, while high-powered programs such as Gassnola's and Papile's cover all the expenses, including travel to tournaments across the country.

No one in Greater Boston has lost more players to Gassnola than Mauricio Vasquez, who runs the Reebok-affiliated Metro Boston program in Dorchester. The players include Anderson, Price, George, and Alvin Lewis, a freshman at Kentucky Wesleyan.

Vasquez said he no longer cares to speak to Gassnola.

"However he got the kids, so be it, I'm not going to sink to those levels," Vasquez said. "If someone sells you a dream and you feel that's going to get it done for you, so be it."

Gassnola said he respected Papile's turf in Greater Boston until he learned that Papile advised a relative of Dominique Price, a star guard at Holy Name in Worcester, to steer clear of Gassnola because of his troubled past. (Papile denied the assertion.)

"If [Papile] had shut his mouth, I would have left him alone out of respect," Gassnola said. "But now, it's like I told him in a voice message, 'You know what, bro? Boston is open game.'"

Gassnola has little chance of unseating Papile, according to Sonny Vaccaro, who revolutionized the relationship between sneaker companies and youth basketball players as a Nike executive in the 1980s before he moved to Adidas in 1992 and joined Reebok in 2004.

"That's like taking on the Red Sox or the Yankees if you're the Pirates," Vaccaro said. "It's silly to even say that."

But Gassnola, who hit the road this year with a team he stocked with Division 1 college prospects, said he has no plans to go away.

"Mark my words," he said. "In 10 years, the No. 1 program will be the New England Playaz."■

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Thursday, July 5, 2012

NCAA bans four summer league teams

EXHIBIT 15

By Brendan Hall

Earlier today, a mere days from the first evaluation period for the month of July, the NCAA banned four summer league teams and the administrators running them from NCAA-certified summer events.

One of the four teams in question is the Springfield-based New England Playaz, run by T.J. Gassnola. ESPN's Dave Telep has more details on the ruling [HERE](#), excerpted below:

According to emails obtained by ESPN, the NCAA feels it established a link between sports agent Andy Miller of ASM Sports Agency and the following travel team administrators and coaches: Matt Ramker, Florida Rams; TJ Gassnola, New England Playaz; Desmond Eastmon, World Wide Renegades; and Tony Edwards, SEBL All-Stars.

The NCAA alerted the persons in question, teams and directors of certified summer events that should the Florida Rams, New England Playaz, World Wide Renegades and SEBL All-Stars be allowed to participate, the event operators may be in violation of the NCAA basketball event certification requirements.

The memorandum states that Gassnola, Eastmon and Ramker "cannot be involved with the team in any capacity." Their teams will not be allowed to operate under their established team names, use the same uniforms or gear or provide lodging, meals or transportation by any of the three named individuals.

What does this mean for the athletes involved? Telep points out two different paths:

The NCAA, in their email to event operators, noted that eligibility of prospects to participate in an NCAA-certified event has not been impacted. The ruling states that playing with the Florida Rams, World Wide Renegades and New England Playaz is prohibited. However, players from those teams are permitted to play in the events.

What this means is three of the teams would need to regroup, rename and distance themselves from the individuals in questions. The other option would be for the players to find new teams in order to compete.

Thursday, July 5, 2012
Updated: July 10, 4:45 PM ET

NCAA bans 4 summer league teams

By Dave Telep
ESPN.com

The NCAA shook up the grassroots basketball scene days before the start of the summer evaluation period. Four travel teams and the administrators running them were banned from NCAA certified summer events.

The move by the NCAA put team administrators, players, parents and event operators in scramble mode to find new teams. The first of three NCAA live periods for college coaches begins July 11.

According to emails obtained by ESPN, the NCAA feels that it established a link between sports agent Andy Miller of ASM Sports Agency and the following travel team administrators and coaches: Matt Ramker, Florida Rams; TJ Gasnola, New England Playaz; Desmond Eastmon, World Wide Renegades; Tony Edwards, SEBL All-Stars.

The NCAA alerted the persons in question, teams and directors of certified summer events that allowing the Florida Rams, New England Playaz, World Wide Renegades and SEBL All-Stars to participate could put the events in violation of the NCAA basketball event certification requirements.

The information coming out of the NCAA on Thursday is significant because it establishes a link between an agent and coaches/administrators of travel teams. The organization has been conducting inquiries into persons involved with agents and their relationships to travel and AAU teams.

The memorandum states that Gasnola, Eastmon and Ramker "cannot be involved with the team in any capacity." Their teams will not be allowed to operate under their established team names, use the same uniforms or gear or provide lodging, meals or transportation by any of the three named individuals.

The restrictions on SEBL are different. In order for SEBL to participate, it must show that "Edwards is no longer associated with those players/teams."

Dwight Miller, the administrator for SEBL, told ESPN he was hit with the news around 3 p.m. and is learning about the situation as it unfolds. Miller, whose son plays for SEBL, was working on getting the information out to his players and their parents.

"We're going forward because we've got a lot of kids that need scholarships," Dwight Miller said.

The NCAA, in their email to event operators, noted that eligibility of prospects to participate in an NCAA certified event has not been impacted. The ruling states that playing with the Florida Rams, World Wide Renegades and New England Playaz is prohibited. However, players from those teams are permitted to play in the events.

What this means is that three of the teams would need to regroup, rename and distance themselves from the individuals in questions. The other option would be for the players to find new teams in order to compete.

The NCAA released an email collected from Andy Miller's account that may have prompted the action. The email, as written, states:

"I get tired of being the 1 guy that has to get 1st rd picks every year. I'd be happy to help you get guys + lend support. You have to want it + have to hustle. To create situations to manifest chaos + plow down walls to open up new opp's. We're facing a summer with no revenue. Yet, everyone will expect their checks, expenses reimburse, etc. I try to give a consistant platform inorder to facilitate production. Am I getting the level of

production in return that I want or expect? & You decided to be apart of it on some level & Do more than just give it thought, act on it."

Three players from the ESPN 100 are affected by the decision. [Kasey Hill](#) (Montverde, Fla./Montverde), [Brannen Greene](#) (Monroe, Ga./Tift County) and [Chris Walker](#) (Bonifay, Fla./Holmes County) play for the Florida Rams.

2015-16 NC State Men's Basketball Complimentary Ticket Audit

****MBB/WBB DOUBLEHEADER****

Total:
3077

MB01 - William & Mary - November 13, 2015		
Types		Quantity
Player Guest		52
Basketball Office Guests		82
Men's Basketball Recruits		6
Total		140

MB02 - South Alabama - November 15, 2015		
Types		Quantity
Player Guest		44
Basketball Office Guests		46
Men's Basketball Recruits		5
Total		95

MB03 - IUPUI - November 18, 2015		
Types		Quantity
Player Guest		48
Basketball Office Guests		52
Men's Basketball Recruits		16
Total		116

MB04 - Winthrop - November 27, 2015		
Types		Quantity
Player Guest		52
Basketball Office Guests		97
Men's Basketball Recruits		1
Total		150

MB05 - Michigan - December 1, 2015		
Types		Quantity
Player Guest		61
Basketball Office Guests		93
Men's Basketball Recruits		6
Total		160

MB06 - Bucknell - December 5, 2015		
Types		Quantity
Player Guest		50
Basketball Office Guests		73
Men's Basketball Recruits		30
Total		153

MB07 - High Point - December 16, 2015		
Types		Quantity
Player Guest		44
Basketball Office Guests		81
Men's Basketball Recruits		4
Total		129

MB08 - UNC-Greensboro - December 22, 2015		
Types		Quantity
Player Guest		59
Basketball Office Guests		128
Men's Basketball Recruits		83
Total		270

MB09 - Northeastern - December 29, 2015		
Types		Quantity
Player Guest		59
Basketball Office Guests		115
Men's Basketball Recruits		54
Total		228

MB10 - Louisville - January 1, 2016		
Types		Quantity
Player Guest		64
Basketball Office Guests		110
Men's Basketball Recruits		4
Total		178

MB11 - Florida State - January 13, 2016		
Types		Quantity
Player Guest		52
Basketball Office Guests		79
Men's Basketball Recruits		0
Total		131

MB12 - Duke - January 23, 2016		
Types		Quantity
Player Guest		55
Basketball Office Guests		79
Men's Basketball Recruits		15
Total		149

MB13 - Georgia Tech - January 27, 2016		
Types		Quantity
Player Guest		54
Basketball Office Guests		53
Men's Basketball Recruits		5
Total		112

MB14 - Miami - January 30, 2016		
Types		Quantity
Player Guest		60
Basketball Office Guests		106
Men's Basketball Recruits		9
Total		175

MB15 - Wake Forest - February 13, 2016		
Types		Quantity
Player Guest		50
Basketball Office Guests		113
Men's Basketball Recruits		8
Total		171

MB16 - Clemson - February 20, 2016		
Types		Quantity
Player Guest		55
Basketball Office Guests		127
Men's Basketball Recruits		23
Total		205

MB17 - North Carolina - February 24, 2016		
Types		Quantity
Player Guest		62
Basketball Office Guests		106
Men's Basketball Recruits		26
Total		194

MB18 - Boston College - March 2, 2016		
Types		Quantity
Player Guest		53
Basketball Office Guests		68
Men's Basketball Recruits		18
Total		139

2016-17 NC State Men's Basketball Complimentary Ticket Audit

EX01 - Lynn University - November 3, 2016		
Types		Quantity
Player Guest		49
Basketball Office Guests		43
Men's Basketball Recruits		0
Total		92

EX02 - Barton College - November 7, 2016		
Types		Quantity
Player Guest		48
Basketball Office Guests		84
Men's Basketball Recruits		0
Total		132

Total
3307

MB01 - Georgia Southern - November 11, 2016		
Types		Quantity
Player Guest		73
Basketball Office Guests		107
Men's Basketball Recruits		17
Total		197

MB02 - St. Francis - November 13, 2016		
Types		Quantity
Player Guest		65
Basketball Office Guests		58
Men's Basketball Recruits		14
Total		137

MB03 - Loyola Chicago - November 26, 2016		
Types		Quantity
Player Guest		55
Basketball Office Guests		112
Men's Basketball Recruits		3
Total		170

MB04 - Boston University - December 3, 2016		
Types		Quantity
Player Guest		60
Basketball Office Guests		93
Men's Basketball Recruits		23
Total		176

MB05 - App State - December 15, 2016		
Types		Quantity
Player Guest		61
Basketball Office Guests		98
Men's Basketball Recruits		2
Total		161

MB06 - Fairfield - December 18, 2016		
Types		Quantity
Player Guest		44
Basketball Office Guests		58
Men's Basketball Recruits		37
Total		139

MB07 - McNeese State - December 22, 2016		
Types		Quantity
Player Guest		57
Basketball Office Guests		88
Men's Basketball Recruits		27
Total		172

MB08 - Rider - December 28, 2016		
Types		Quantity
Player Guest		70
Basketball Office Guests		140
Men's Basketball Recruits		0
Total		210

MB09 - Virginia Tech - January 4, 2017		
Types		Quantity
Player Guest		59
Basketball Office Guests		100
Men's Basketball Recruits		7
Total		166

MB10 - Georgia Tech - January 15, 2017		
Types		Quantity
Player Guest		71
Basketball Office Guests		119
Men's Basketball Recruits		5
Total		195

MB11 - Pittsburgh - January 17, 2017		
Types		Quantity
Player Guest		51
Basketball Office Guests		62
Men's Basketball Recruits		0
Total		113

MB12 - Wake Forest - January 21, 2017		
Types		Quantity
Player Guest		54
Basketball Office Guests		116
Men's Basketball Recruits		2
Total		172

MB13 - Syracuse - February 1, 2017		
Types		Quantity
Player Guest		70
Basketball Office Guests		114
Men's Basketball Recruits		3
Total		187

MB14 - Miami - February 4, 2017		
Types		Quantity
Player Guest		69
Basketball Office Guests		105
Men's Basketball Recruits		8
Total		182

MB15 - North Carolina - February 15, 2017		
Types		Quantity
Player Guest		76
Basketball Office Guests		108
Men's Basketball Recruits		12
Total		196

MB16 - Notre Dame - February 18, 2017		
Types		Quantity
Player Guest		54
Basketball Office Guests		82
Men's Basketball Recruits		0
Total		136

MB17 - Virginia - February 25, 2017		
Types		Quantity
Player Guest		72
Basketball Office Guests		126
Men's Basketball Recruits		3
Total		201

RC01 - TN State - December 10, 2016		
Types		Quantity
Player Guest		68
Basketball Office Guests		96
Men's Basketball Recruits		9
Total		173

Lynn University (EXL)	Barton College (EXL)	Georgia Southern	St. Francis College	Loyola (Chicago)	Boston University	Tennessee State	Appalachian State	Fairfield	McNeese State	Rider	@Miami	Virginia Tech		@UNC-Chapel Hill	Georgia Tech	Pittsburgh	Wake Forest	@Duke	@Louisville	Syracuse	Miami	UNC-Chapel Hill	Notre Dame	@Georgia Tech	Virginia	Postseason vs. Clemon
White	Green	Purple	Purple	Purple	Purple	Orange	Purple	Green	Purple	Purple	Purple	Green		Purple	Orange	Purple	Orange	Purple	Green	Orange	Purple	Orange	Purple	Orange	Purple	Green
White	Purple	Purple	White	Orange	Purple	White	Purple	Purple	Purple	Purple	Green	Purple		Purple	Purple	Purple	Purple	Purple	Orange	Purple	Purple	Orange	Purple	Orange	Purple	White
Purple	Purple	Purple	Orange	Purple	Green	Purple	Purple	White	Orange	Orange	White	Purple		Orange	Purple	Purple	White	White	Orange	Purple	Purple	Purple	Purple	Orange	Purple	White
Purple	Blue	Green	Purple	Orange	Purple	Blue	Purple	Green	Green	Orange	White	Purple		White	Purple	Purple	Purple	White	Blue	Purple	Purple	Purple	Purple	Orange	Green	White
Purple	Purple	Orange	Purple	Orange	Orange	Purple	Orange	Purple	Blue	Orange	White	Green		Purple	Purple	Green	Purple	White	White	Purple	Orange	Purple	White	White	Purple	Purple
Orange	Green	Orange	Green	Purple	Purple	Orange	Green	Purple	Purple	Orange	Green	Purple		Purple	Orange	Purple	Purple	Purple	Blue	Purple	Purple	Purple	Orange	Blue	Blue	Purple
Purple	White	Purple	Orange	Orange	Purple	Purple	Purple	Green	Blue	Orange	Purple	Purple		White	Orange	White	Purple	White	White	Purple	White	Purple	White	Orange	Purple	Green
Purple	White	Purple	Orange	Orange	Purple	Green	Purple	Purple	Blue	Orange	Orange	Purple		Purple	Purple	Purple	Purple	Purple	Purple	Orange	Purple	Purple	Orange	Green	Orange	Orange
Purple	White	Purple	Orange	Orange	Purple	Purple	Purple	Purple	Blue	Orange	Orange	Purple		Purple	Purple	Purple	Purple	Purple	Purple	Orange	Purple	Purple	Orange	Green	Orange	Orange
Purple	White	Purple	Orange	Orange	Purple	Purple	Purple	Purple	Blue	Orange	Orange	Purple		Purple	Purple	Purple	Purple	Purple	Purple	Orange	Purple	Purple	Orange	Green	Orange	Orange
Purple	White	Purple	Orange	Orange	Purple	Purple	Purple	Purple	Blue	Orange	Orange	Purple		Purple	Purple	Purple	Purple	Purple	Purple	Orange	Purple	Purple	Orange	Green	Orange	Orange
Orange	White	Orange	White	White	White	Purple	White	White	White	Green	Purple	White		White	White	White	White	Purple	Purple	Orange	Purple	White	White	Purple	Purple	White
White	Green	Purple	White	Green	Purple	Orange	Purple	White	Purple	Purple	White	Purple		Purple	Green	Purple	Green	Purple	Orange	Blue	Green	Green	White	White	Orange	Purple
Purple	White	Purple	Purple	Orange	Orange	Orange	Green	Orange	Blue	Orange	Orange	Blue		White	Orange	Orange	White	White	Orange	Purple	Orange	Purple	Purple	Green	Purple	White
White	Purple	Purple	Orange	Purple	Green	Purple	Purple	Purple	Blue	White	Orange	Purple		Purple	Purple	Purple	Purple	Purple	Purple	Orange	Purple	Purple	White	Orange	Purple	Purple
White	Blue	Purple	Orange	Purple	Green	Purple	Purple	Purple	Blue	White	Orange	Purple		Purple	Purple	Purple	Purple	Purple	Purple	Orange	Purple	Purple	White	Blue	Purple	Purple

EXHIBIT 17

Case Number	Case Type	Sport(s)	Bylaws	Submitted Date	Decision	Decision Date	Decision Conditions	Decision Rationale
720394	Secondary/L evel III Violations	Women's Golf	13.2.1 - General Regulation., 13.2.1.1 - Specific Prohibitions.	7/18/2014	Decided	9/12/2014	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.: , The PSA(s) is/are ineligible for intercollegiate competition at the institution until restored by the NCAA student-athlete reinstatement staff.: If the institution seeks reinstatement of the PSA's eligibility in the future, the staff will re-evaluate whether additional action should be taken.
720592	Secondary/L evel III Violations	Women's Basketball	13.6.7.5 - Student Host., 13.2.1 - General Regulation., 13.2.1.1 - Specific Prohibitions., 13.6.7.8 - Normal Retail Cost.	7/18/2014	Decided	9/12/2014	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.: , The PSA(s) is/are ineligible for intercollegiate competition at the institution until restored by the NCAA student-athlete reinstatement staff.:
725576	Secondary/L evel III Violations	Men's Track, Outdoor	13.1.3.1.2 - Exception -- Cross Country/Track and Field.	8/12/2014	Decided	8/26/2014	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
728153	Secondary/L evel III Violations	Women's Golf	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	8/29/2014	Decided	9/2/2014	Other: The institution should be required to preclude the coaching staff from sending any written correspondence to the involved PSAs for a period of two weeks when it's otherwise permissible to send such correspondence. Please note that partial relief from the full penalty was provided in this instance.	It has been determined that the case should be classified as Level III.:
730192	Secondary/L evel III Violations	Men's Tennis	17.1.5 - Mandatory Medical Examination.	9/8/2014	Decided	9/16/2014	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
728998	Secondary/L evel III Violations	Men's Soccer	17.1.5 - Mandatory Medical Examination.	9/10/2014	Decided	9/16/2014	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
734370	Secondary/L evel III Violations	Football	13.10.2.4 - Prospective Student-Athlete's Visit.	10/6/2014	Decided	10/14/2014	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
739353	Secondary/L evel III Violations	Women's Tennis	13.6.4 - Length of Official Visit., 13.6.7.1.1 - Meals and Lodging While in Transit.	10/8/2014	Decided	10/10/2014	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
746186	Secondary/L evel III Violations	Men's Tennis	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	10/29/2014	Decided	10/30/2014	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
746886	Secondary/L evel III Violations	Women's Tennis	13.1.1.1 - Time Period for Off-Campus Contacts - General Rule.	11/4/2014	Decided	11/5/2014	Other: The institution should be required to count thesecontacts as one of the 3 permissible contacts that areallowed after July 1 of PSAs' junior years, and reduce the remaining number of permissible contacts with each PSA by one.	It has been determined that the case should be classified as Level III.: , The PSA(s) is/are ineligible for intercollegiate competition at the institution until restored by the NCAA student-athlete reinstatement staff.:

750589	Secondary/L evel III Violations	Men's Tennis	13.6.7.7 - Meals on Official Visit.	11/11/2014	Decided	11/12/2014	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.: , The SAs/PSAs are ineligible for intercollegiate competition until they make restitution for the value of the impermissible benefit, if that value is \$200 or less. If the value of the impermissible benefit is more than \$200, then they are ineligible until their eligibility is reinstated by the NCAA student-athlete reinstatement staff.:
755546	Secondary/L evel III Violations	Women's Volleyball	17.1.7.4 - Required Day Off -- Playing Season.	12/2/2014	Decided	12/8/2014	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
789506	Secondary/L evel III Violations	Women's Track, Outdoor	13.1.3.1.2 - Exception -- Cross Country/Track and Field.	1/16/2015	Decided	1/21/2015	No further action should be taken by the NCAA enforcement staff in the matter., Other: However, the institution is advised that the penalty should apply from July 1, not July 5.	It has been determined that the case should be classified as Level III.:
823184	Secondary/L evel III Violations	Football	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	3/16/2015	Decided	3/27/2015	No further action should be taken by the NCAA enforcement staff in the matter., Other: Please note that relief from the full standard penalty was provided in this instance.	It has been determined that the case should be classified as Level III.:
827066	Secondary/L evel III Violations	Women's Basketball	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	4/6/2015	Decided	4/23/2015	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
828471	Secondary/L evel III Violations	Women's Golf	13.6.6 - Accommodations on Official Visit., 13.2.1 - General Regulation.	4/27/2015	Decided	4/28/2015	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
831831	Secondary/L evel III Violations	Women's Volleyball	13.6.1 - Institutional Policies.	6/17/2015				
833801	Secondary/L evel III Violations	Men's Track, Outdoor	13.4.1.4.1 - Exception -- Cross Country/Track and Field, Football and Swimming and Diving.	6/19/2015	Decided	6/30/2015	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
834276	Secondary/L evel III Violations	Men's Wrestling	13.1.3.1 - Time Period for Telephone Calls -- General Rule.	7/17/2015	Decided	8/3/2015	Other: The institution should be required to preclude the men's wrestling coaching staff from calling PSA for 8 weeks, beginning September 1.	It has been determined that the case should be classified as Level III.:
836741	Secondary/L evel III Violations	Men's Basketball	13.6.6 - Accommodations on Official Visit., 13.2.1 - General Regulation.	7/24/2015	Decided	8/3/2015	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
837160	Secondary/L evel III Violations	Mixed Rifle	13.5.2.6 - Transportation of Prospective Student- Athlete's Relatives, Friends or Legal Guardians. [A]	8/6/2015	Decided	8/19/2015	Other: In addition to the actions already taken, the institution should be required to preclude the coaching staff from all recruiting activities for two weeks and issue a letter of reprimand to the head mixed rifle coach.	It has been determined that the case should be classified as Level III.: , The PSA(s) is/are ineligible for intercollegiate competition at the institution until restored by the NCAA student-athlete reinstatement staff.:

836898	Secondary/L evel III Violations	Softball	11.7.6.2.1 - Weight or Strength Coach. [A]	8/26/2015	Decided	8/31/2015	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
840212	Secondary/L evel III Violations	Men's Basketball	13.10.2.1 - Comments Before Commitment.	9/2/2015	Decided	9/8/2015	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
843420	Secondary/L evel III Violations	Men's Basketball	13.10.2.1 - Comments Before Commitment.	9/24/2015	Decided	9/29/2015	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
843942	Secondary/L evel III Violations	Baseball	16.11.2.1 - General Rule.	10/6/2015	Decided	10/7/2015	The institution should be required to issue a letter of admonishment to the individual(s) responsible for the violation.	It has been determined that the case should be classified as Level III.:
843943	Secondary/L evel III Violations	Men's Basketball	13.1.3.1.4 - Exception -- Men's Basketball.	11/1/2015	Decided	11/9/2015	Other: The institution should be required to preclude the men's basketball staff from having any telephone contact with the involved PSA for two weeks.	It has been determined that the case should be classified as Level III.:
853002	Secondary/L evel III Violations	Men's Track, Outdoor	13.1.1.3 - Four-Year College Prospective Student-Athletes., 13.4.1.4.1 - Exception -- Cross Country/Track and Field, Football and Swimming and Diving.	11/20/2015	Decided	12/2/2015	No further action should be taken by the NCAA enforcement staff in the matter., Other: Please note that partial relief from the standard penalty was provided based on the factual circumstances.	It has been determined that the case should be classified as Level III.:
859781	Secondary/L evel III Violations	Women's Basketball	13.4.1.4 - Electronic Correspondence -- General Rule., 13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	1/5/2016	Decided	1/6/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
863040	Secondary/L evel III Violations	Men's Wrestling	11.3.2.8 - Promotion or Endorsement of a Prospective Student- Athlete's Team, Coach or Athletics Facility.	2/1/2016	Decided	2/15/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
878841	Secondary/L evel III Violations	Football	13.1.2.3 - General Restrictions -- Staff Members and Governing Board.	2/26/2016	Decided	7/29/2019	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
897799	Secondary/L evel III Violations	Women's Volleyball	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	4/4/2016	Decided	4/21/2016	No further action should be taken by the NCAA enforcement staff in the matter., Other: Please note that relief was provided from the standard penalty based on the circumstances of this case.	It has been determined that the case should be classified as Level III.:

909780	Secondary/L evel III Violations	Men's Basketball	13.10.2.4 - Prospective Student-Athlete's Visit., 13.4.1.4 - Electronic Correspondence -- General Rule.	4/20/2016	Decided	6/2/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
918094	Secondary/L evel III Violations	Men's Track, Outdoor	13.1.3.1.2 - Exception -- Cross Country/Track and Field.	5/6/2016	Decided	5/9/2016	No further action should be taken by the NCAA enforcement staff in the matter., Other: Please note that relief from the standard penalty was provided in this instance.	It has been determined that the case should be classified as Level III.:
916916	Secondary/L evel III Violations	Men's Wrestling	11.3.2.8 - Promotion or Endorsement of a Prospective Student-Athlete's Team, Coach or Athletics Facility.	5/9/2016	Decided	5/10/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
913998	Secondary/L evel III Violations	Men's Wrestling	16.5.2 - Permissible.	5/31/2016	Decided	6/9/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
925783	Secondary/L evel III Violations	Women's Golf	13.4.1.5 - Electronic Correspondence -- General Rule.	6/16/2016	Decided	6/22/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
926020	Secondary/L evel III Violations	Women's Gymnastics	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule., 13.4.1.5 - Electronic Correspondence -- General Rule.	6/17/2016	Decided	6/22/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
927837	Secondary/L evel III Violations		3.2.4.13 - Missed Class-Time Policies.	6/30/2016	Decided	7/6/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
930903	Secondary/L evel III Violations	Women's Gymnastics	17.02.18(17.02.19 current) - Voluntary Athletically Related Activities.	7/28/2016	Decided	8/2/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
935526	Secondary/L evel III Violations	Men's Wrestling	13.1.1.3 - Four-Year College Prospective Student-Athletes.	8/31/2016	Decided	10/13/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
896936	Secondary/L evel III Violations	Baseball	13.1.3.1 - Time Period for Telephone Calls -- General Rule.	10/6/2016	Decided	10/10/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
950164	Secondary/L evel III Violations	Women's Tennis	13.6.2.2.1 - First Opportunity to Visit.	10/20/2016	Decided	11/15/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
952457	Secondary/L evel III Violations	Women's Volleyball	13.1.1.3 - Four-Year College Prospective Student-Athletes.	11/3/2016	Decided	11/15/2016	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:

958764	Secondary/L evel III Violations	Men's Basketball	13.1.2.1 - General Rule., 13.1.2.2 - General Exceptions.	12/2/2016	Decided	12/23/2016	Other: After reconsideration of this matter, it was determined that the initial penalty imposed by the staff should be vacated. As a result, the institution no longer is required to reduce the men's basketball recruiting-person days by two, and no further action will be taken in this matter. However, future similar violations may result in recruiting and/or other penalties.	It has been determined that the case should be classified as Level III.:
963826	Secondary/L evel III Violations	Women's Golf	13.1.1.1 - Time Period for Off-Campus Contacts - - General Rule.	1/5/2017	Decided	1/13/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
964581	Secondary/L evel III Violations	Women's Tennis	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	1/12/2017	Decided	1/20/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
964915	Secondary/L evel III Violations	Women's Basketball	11.7.2 - Recruiting Coordination Functions., 13.1.3.1 - Time Period for Telephone Calls -- General Rule.	1/17/2017	Decided	1/30/2017	No further action should be taken by the NCAA enforcement staff in the matter.. Other: Relief has been provided from the standard 2-for-1 penalty given the circumstances of the case.	It has been determined that the case should be classified as Level III.:
965097	Secondary/L evel III Violations	Men's Swimming and Diving	11.3.2.8 - Promotion or Endorsement of a Prospective Student- Athlete's Team, Coach or Athletics Facility.	1/19/2017	Decided	1/30/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
965350	Secondary/L evel III Violations	Baseball	11.3.2.5 - Recruiting Service Consultants.	1/24/2017	Decided	2/6/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
965598	Secondary/L evel III Violations	Softball	13.02.5.4 - Quiet Period.	1/25/2017	Decided	1/30/2017	Other: Other: The institution should be required to count the impermissible evaluation as one of the permissible evaluation opportunities with the PSA and reduce the remaining number of permissible evaluation opportunities with the PSA by one.	It has been determined that the case should be classified as Level III.:
968362	Secondary/L evel III Violations	Women's Volleyball	17.1.7.1 - Daily and Weekly Hour Limitations - - Playing Season.	2/23/2017	Decided	2/27/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
973287	Secondary/L evel III Violations	Men's Wrestling	13.6.3 - Requirements for Official Visit.	4/26/2017	Decided	5/1/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:

977590	Secondary/L evel III Violations	Women's Swimming and Diving	13.1.3.1.1 - Exception -- Swimming and Diving.	6/21/2017	Decided	6/23/2017	No further action should be taken by the NCAA enforcement staff in the matter., Other: Please note that relief from the standard penalty was provided in this instance.	It has been determined that the case should be classified as Level III.:
977992	Secondary/L evel III Violations	Men's Basketball	13.10.2.1 - Comments Before Commitment., - Photographs and Video of Prospective Student- Athletes in Camp or Clinic Information and Advertisements (I), - Photographs of Prospective Student- Athletes in Camp or Clinic Information and Advertisements (I)	6/27/2017	Decided	7/5/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
978406	Secondary/L evel III Violations	Softball	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	7/5/2017	Decided	7/10/2017	No further action should be taken by the NCAA enforcement staff in the matter., Other: Relief from the standard penalty was provided due to the factual circumstances of the case.	It has been determined that the case should be classified as Level III.:
979754	Secondary/L evel III Violations	Women's Soccer	13.12.1.7.1 - General Rule.	7/24/2017	Decided	7/27/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.: , The SAs/PSAs are ineligible for intercollegiate competition until they make restitution for the value of the impermissible benefit, if that value is \$200 or less. If the value of the impermissible benefit is more than \$200, then they are ineligible until their eligibility is reinstated by the NCAA student-athlete reinstatement staff.:
978212	Secondary/L evel III Violations	Football	13.7.3 - Activities During Unofficial Visit.	7/28/2017	Decided	8/21/2017	No further action should be taken by the NCAA enforcement staff in the matter., Other: However, the institution is advised that future similar violations could result in more significant penalties, including suspension of the head coach for one or more contests.	It has been determined that the case should be classified as Level III.: , The PSA(s) is/are ineligible for intercollegiate competition at the institution until restored by the NCAA student-athlete reinstatement staff.:
980751	Secondary/L evel III Violations	Football	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	8/4/2017	Decided	8/17/2017	No further action should be taken by the NCAA enforcement staff in the matter., Other: Please note that relief from the standard 2-for-1 penalty was granted based on the case circumstances.	It has been determined that the case should be classified as Level III.:
981029	Secondary/L evel III Violations	Women's Golf	13.10.2.1 - Comments Before Commitment., 13.4.1.6(13.4.1.5 current) - Electronic Correspondence -- General Rule.	8/8/2017	Decided	9/12/2017	Other: The institution should be required to preclude the entire women's golf coaching staff from having any written/electronic correspondence with involved PSA for a period of two (2) weeks.	It has been determined that the case should be classified as Level III.:

981907	Secondary/L evel III Violations	Women's Soccer	13.4.1.6(13.4.1.5 current) - Electronic Correspondence -- General Rule.	8/15/2017	Decided	8/21/2017	Other: The institution should preclude the women's soccer staff from sending any recruiting materials and correspondence (including electronic/written correspondence) to the PSA for a period of two weeks once it otherwise becomes permissible to do so.	It has been determined that the case should be classified as Level III.:
981938	Secondary/L evel III Violations	Women's Gymnastics	13.4.1.6(13.4.1.5 current) - Electronic Correspondence -- General Rule., 13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	8/15/2017	Decided	8/18/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
982707	Secondary/L evel III Violations	Women's Track, Outdoor	13.02.5.4 - Quiet Period.	8/23/2017	Decided	8/28/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
985508	Secondary/L evel III Violations	Men's Wrestling	13.4.1.6(13.4.1.5 current) - Electronic Correspondence -- General Rule., 13.02.15 - Representative of Athletics Interests.	9/21/2017	Decided	10/5/2017	Other: Please note that upon reconsideration of this matter and the fact that the meeting was not arranged by the coaching staff, as well as the fact that both the PSA and former SA were still on campus when the violation occurred, it was determined that no further action should be taken by the enforcement staff. As a result, the institution no longer is required to preclude the men's wrestling coaching staff from having any written or electronic correspondence with the involved PSA for two (2) weeks. However, future similar violations may result in recruiting restrictions for the involved program.	It has been determined that the case should be classified as Level III.:
985679	Secondary/L evel III Violations	Men's Wrestling	13.7.3 - Activities During Unofficial Visit.	10/4/2017	Decided	10/18/2017	No further action should be taken by the NCAA enforcement staff in the matter., Other: However, the institution is advised that future similar violations could result in more significant penalties, including suspension of the head coach for one or more contests.	It has been determined that the case should be classified as Level III.:
991110	Secondary/L evel III Violations	Football	13.10.2.1 - Comments Before Commitment.	11/13/2017	Decided	11/14/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:

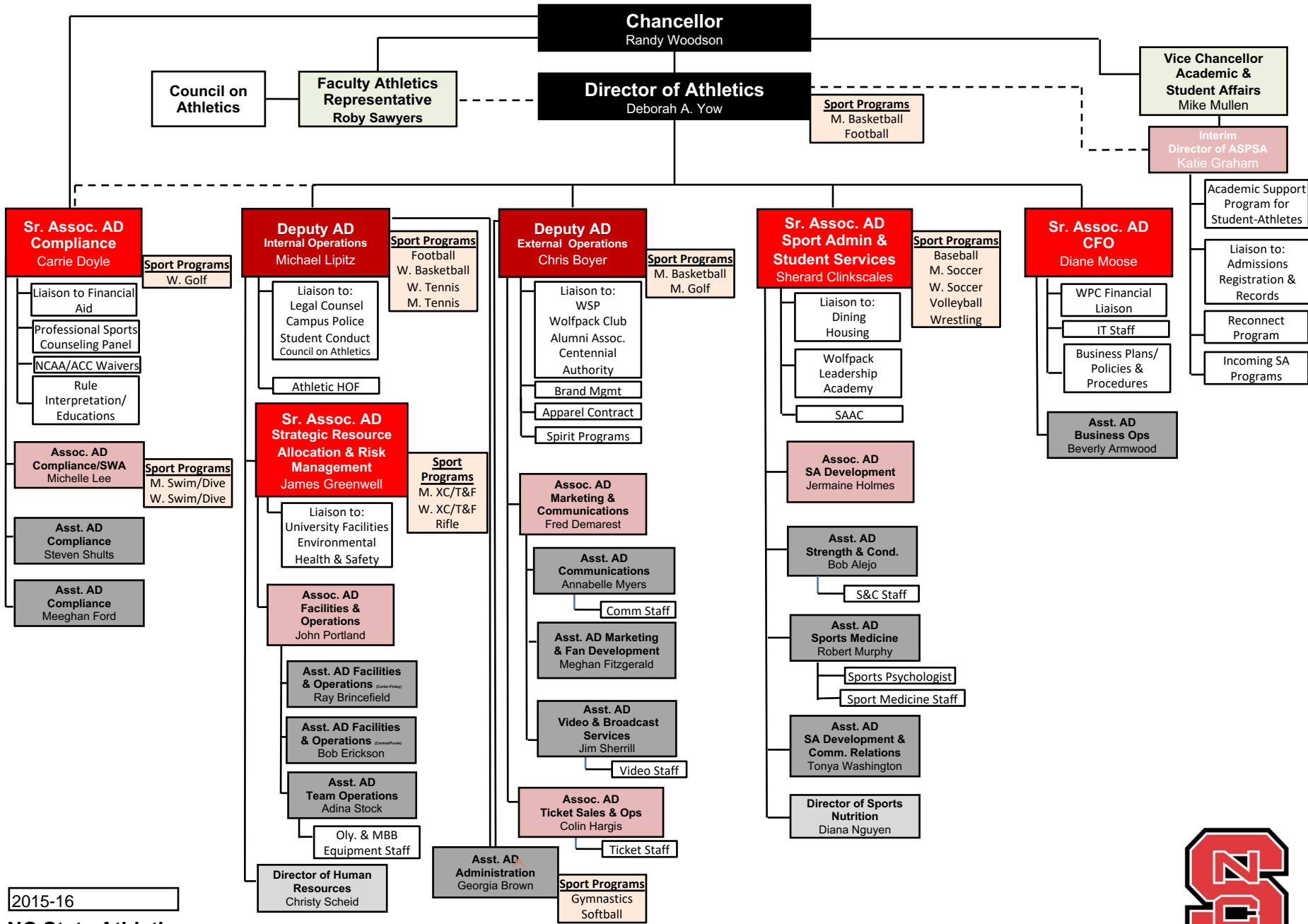
991466	Secondary/L evel III Violations	Men's Golf	12.5.2.1 - Advertisements and Promotions After Becoming a Student- Athlete.	11/16/2017	Decided	11/16/2017	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.: , The PSA(s)/SA(s) is/are ineligible for intercollegiate competition until restored by the NCAA student-athlete reinstatement staff.:
995979	Secondary/L evel III Violations	Women's Golf	13.8.2 - Material Benefits.	1/8/2018	Decided	1/12/2018	Other: The women's golf coaching staff should be advised that future similar violations may result in additional recruiting penalties., The institution should be required to issue a letter of admonishment to the individual(s) responsible for the violation.	It has been determined that the case should be classified as Level III.:
999085	Secondary/L evel III Violations	Women's Volleyball	13.6.3 - Requirements for Official Visit.	2/5/2018	Decided	2/7/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1000067	Secondary/L evel III Violations	Baseball	13.02.5.5 - Dead Period., 13.7.2.1 - General Restrictions.	2/20/2018	Decided	3/14/2018	Other: As to PSA1, the institution should be required to count the impermissible. In addition, the institution should be precluded from conducting any recruiting activity with any PSA for a period of one week.	It has been determined that the case should be classified as Level III.:
1001075	Secondary/L evel III Violations	Women's Soccer	13.8.2 - Material Benefits.	2/22/2018	Decided	3/2/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1001759	Secondary/L evel III Violations	Men's Soccer	12.4.2.1 - Fee-for-Lesson Instruction.	2/27/2018	Decided	2/28/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.: , The PSA(s)/SA(s) is/are ineligible for intercollegiate competition until restored by the NCAA student-athlete reinstatement staff.:
1002041	Secondary/L evel III Violations	Women's Tennis	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	3/1/2018	Decided	3/5/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1012787	Secondary/L evel III Violations	Mixed Rifle	17.1.7.1 - Daily and Weekly Hour Limitations - - Playing Season.	4/26/2018	Decided	4/27/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
980208	Secondary/L evel III Violations	Women's Track, Indoor, Women's Track, Outdoor	14.3.5.1 - Participation Prior to Certification.	5/2/2018	Decided	5/9/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1018081	Secondary/L evel III Violations	Men's Wrestling	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	6/4/2018	Decided	6/18/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:

1016187	Secondary/L evel III Violations	Men's Basketball	13.5.2.6 - Transportation of Prospective Student- Athlete's Relatives, Friends or Legal Guardians., 13.5.2.6.1 - Exception -- Transportation Expenses for a Prospective Student: Athlete's Parents or Legal Guardians -- Basketball.	6/7/2018	Decided	7/29/2019	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1019655	Secondary/L evel III Violations	Women's Volleyball	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	6/22/2018	Decided	6/27/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1020289	Secondary/L evel III Violations	Men's Swimming and Diving	17.1.7.2 - Weekly Hour Limitations -- Outside the Playing Season., - Required Athletically Related Activities Outside the Playing Season -- Activities Surrounding the Final Examination Period -- Sports Other Than Football [A] (I)	6/29/2018	Decided	7/2/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1020688	Secondary/L evel III Violations	Mixed Rifle	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	7/8/2018	Decided	7/10/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1021188	Secondary/L evel III Violations	Men's Swimming and Diving, Women's Swimming and Diving	13.1.3.1.1 - Exception -- Swimming and Diving.	7/10/2018	Decided	7/12/2018	No further action should be taken by the NCAA enforcement staff in the matter., Other: Please note that relief from the standard penalties was provided in this instance.	It has been determined that the case should be classified as Level III.:
1024445	Secondary/L evel III Violations	Football	13.9.2.2 - Written Offer of Aid Before Signing Date.	8/7/2018	Decided	8/31/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1025096	Secondary/L evel III Violations	Men's Soccer	15.3.7.1 - Institutional Obligation.	8/9/2018	Decided	8/13/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1026927	Secondary/L evel III Violations	Women's Basketball	13.4.1.4 - Exception -- Electronic Correspondence in Conjunction With an Unofficial Visit.	8/20/2018	Decided	8/29/2018	No further action should be taken by the NCAA enforcement staff in the matter., Other: Please note that enforcement staff provided relief from the standard penalty (2-for-1) in this instance given case facts.	It has been determined that the case should be classified as Level III.:
1027806	Secondary/L evel III Violations	Baseball	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule.	8/30/2018	Decided	8/30/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:

1029932	Secondary/L evel III Violations	Men's Basketball	17.1.7.2.1 - Institutional Vacation Period and Summer.	9/5/2018	Decided	9/5/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1037049	Secondary/L evel III Violations	Men's Soccer	13.10.2.1 - Comments Before Commitment., 13.4.1.6(13.4.1.5 current) - Electronic Correspondence -- General Rule.	10/26/2018	Decided	12/6/2018	Other: The institution should be required to preclude the entire men's soccer coaching staff from sending any recruiting materials/correspondence (written or electronic) to any prospective student-athlete for one week.	It has been determined that the case should be classified as Level III.:
1037466	Secondary/L evel III Violations	Mixed Rifle	13.10.2.1 - Comments Before Commitment., 13.4.1.6(13.4.1.5 current) - Electronic Correspondence -- General Rule.	11/1/2018	Decided	11/26/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1040727	Secondary/L evel III Violations	Women's Volleyball	17.1.7.10.7 - Seven-Day Discretionary Period After Championship Segment.	11/29/2018	Decided	11/30/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1041523	Secondary/L evel III Violations	Women's Basketball	13.1.7.6 - Evaluations -- Women's Basketball., 13.02.5.5 - Dead Period.	12/7/2018	Decided	12/14/2018	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1043731	Secondary/L evel III Violations	Women's Golf	13.1.2.1 - General Rule., 13.02.15 - Representative of Athletics Interests.	1/14/2019	Decided	2/4/2019	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1048016	Secondary/L evel III Violations	Women's Volleyball	13.6.7.1.1 - Meals and Lodging While in Transit., 13.6.4 - Length of Official Visit.	2/22/2019	Decided	2/22/2019	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.: , The SAs/PSAs are ineligible for intercollegiate competition until they make restitution for the value of the impermissible benefit, if that value is \$200 or less. If the value of the impermissible benefit is more than \$200, then they are ineligible until their eligibility is reinstated by the NCAA student-athlete reinstatement staff.:
1046584	Secondary/L evel III Violations	Men's Soccer	13.8.1 - Entertainment Restrictions., 13.6.7.7 - Meals on Official Visit.	2/26/2019	Decided	3/13/2019	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.: , The SAs/PSAs are ineligible for intercollegiate competition until they make restitution for the value of the impermissible benefit, if that value is \$200 or less. If the value of the impermissible benefit is more than \$200, then they are ineligible until their eligibility is reinstated by the NCAA student-athlete reinstatement staff.: Please note the violation only impacts the PSA's eligibility at the involved Institution.
1051506	Secondary/L evel III Violations	Men's Soccer, Women's Soccer	17.02.19 - Voluntary Athletically Related Activities.	3/14/2019	Decided	6/13/2019	No further action should be taken by the NCAA enforcement staff in the matter., Other: However, the institution should be advised that future similar violations may result in additional penalties including a reduction of athletically related activities.	It has been determined that the case should be classified as Level III.:

1052003	Secondary/L evel III Violations	Women's Volleyball	13.4.1 - Recruiting Materials and Electronic Correspondence -- General Rule., 13.4.1.6(13.4.1.5 current) - Electronic Correspondence -- General Rule., 13.10.2.1 - Comments Before Commitment.	3/22/2019	Decided	3/27/2019	Other: The institution should be required to preclude the women's volleyball coaching staff from having any written or electronic correspondence with the involved PSA for two weeks, once it is otherwise permissible.	It has been determined that the case should be classified as Level III.:
1057270	Secondary/L evel III Violations	Men's Basketball	13.6.7.9 - Activities During Official Visit.	5/8/2019	Decided	5/21/2019	No further action should be taken by the NCAA enforcement staff in the matter., Other: However, the men's basketball coaching staff should be advised that future similar violations will result in additional penalties.	It has been determined that the case should be classified as Level III.:
1055288	Secondary/L evel III Violations	Women's Volleyball	13.1.1.3 - Four-Year College Prospective Student-Athletes.	5/10/2019	Decided	5/15/2019	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1059585	Secondary/L evel III Violations	Men's Swimming and Diving	13.6.3 - Requirements for Official Visit.	6/4/2019	Decided	6/5/2019	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1053608	Secondary/L evel III Violations	Men's Swimming and Diving	13.1.2.1 - General Rule., 13.1.1.1 - Time Period for Off-Campus Contacts - General Rule.	6/11/2019	Decided	6/14/2019	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1061015	Secondary/L evel III Violations	Football	12.1.2.1.4.3 - Expenses from an Outside Sponsor., 13.2.1.1 - Specific Prohibitions.	6/11/2019	Decided	6/25/2019	Other: If the institution has not already done so, it should be required to provide rules education to boosters regarding impermissible donations to fundraising sites of prospective and current student-athletes.	It has been determined that the case should be classified as Level III.: , The SAs/PSAs are ineligible for intercollegiate competition until they make restitution for the value of the impermissible benefit, if that value is \$200 or less. If the value of the impermissible benefit is more than \$200, then they are ineligible until their eligibility is reinstated by the NCAA student-athlete reinstatement staff.:
1062885	Secondary/L evel III Violations	Softball	13.6.3 - Requirements for Official Visit.	7/1/2019	Decided	7/1/2019	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:
1057255	Secondary/L evel III Violations	Men's Golf	13.1.3.1 - Time Period for Telephone Calls -- General Rule.	7/12/2019	Decided	7/15/2019	No further action should be taken by the NCAA enforcement staff in the matter.	It has been determined that the case should be classified as Level III.:

2015-16 Organizational Chart



2015-16

**NC State Athletics
Athletics Cabinet Organization Chart**



Sr. Assoc. AD Compliance
Carrie Doyle

Sport Programs
W. Golf

Assoc. AD Compliance/SWA
Michelle Lee

Sport Programs
M. Swim/Dive
W. Swim/Dive

Asst. AD Compliance
Steven Shults

Asst. AD Compliance
Meeghan Ford

Director of Compliance
Jason Greco

Director of Compliance
Julie Malette

Administrative Assistant
Elisabeth Condron

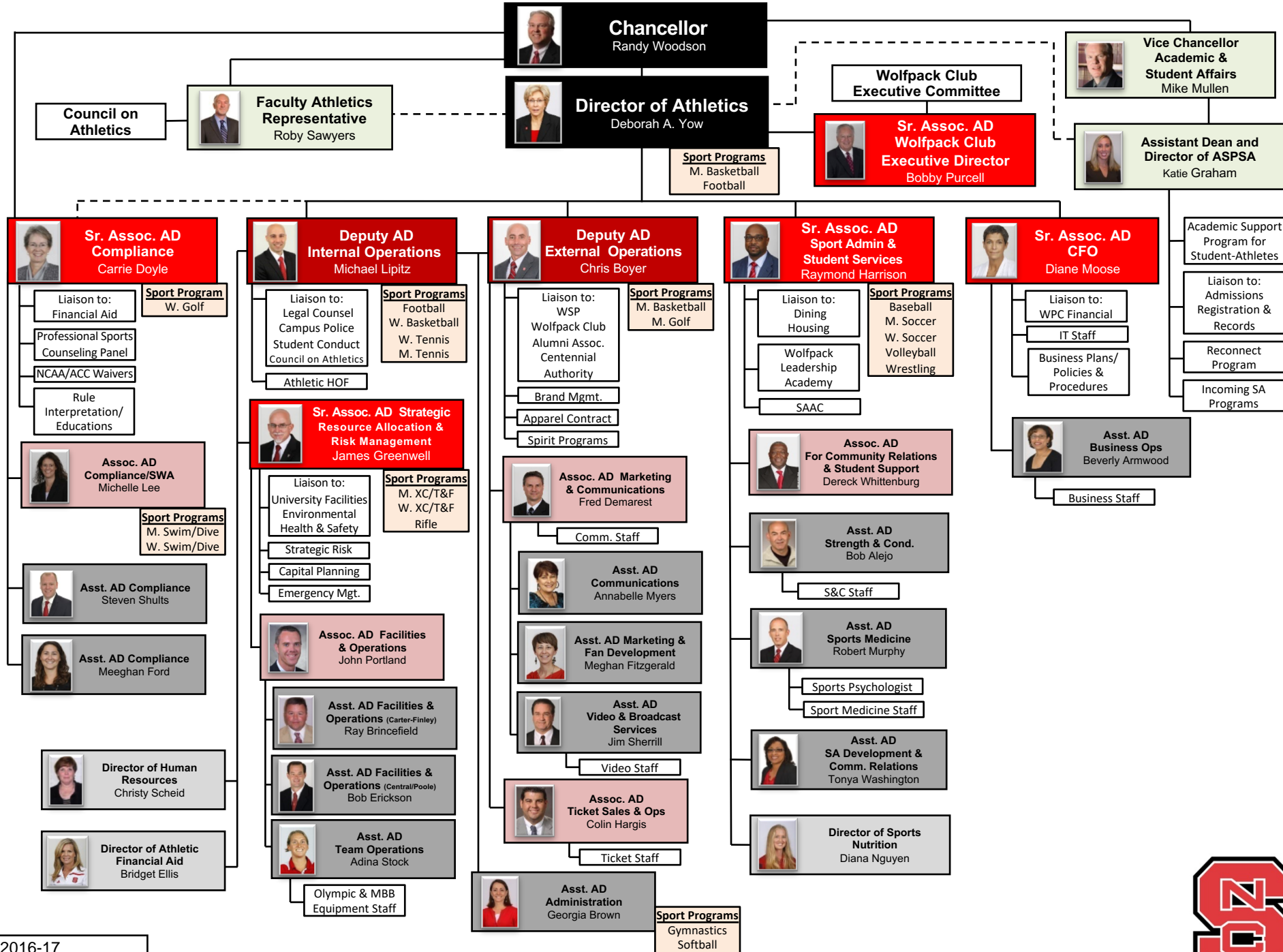
Liaison to Financial Aid

Professional Sports Counseling Panel

NCAA/ACC Waivers

Rule Interpretation/
Educations

2016-17 Organizational Chart

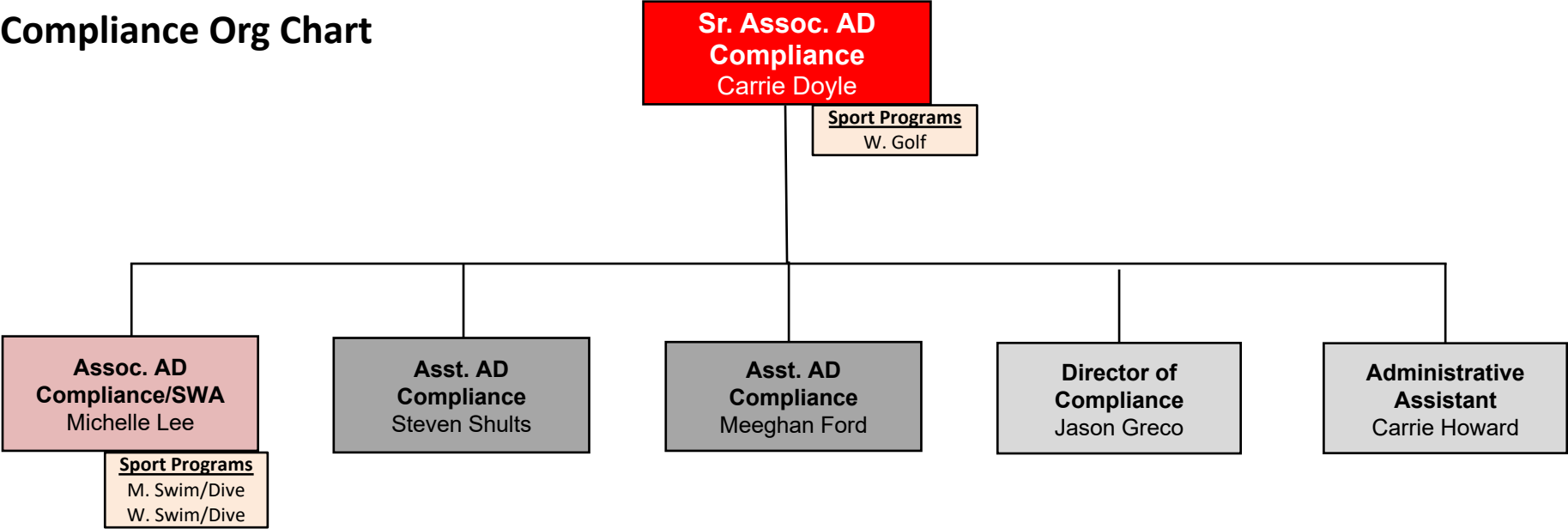


2016-17

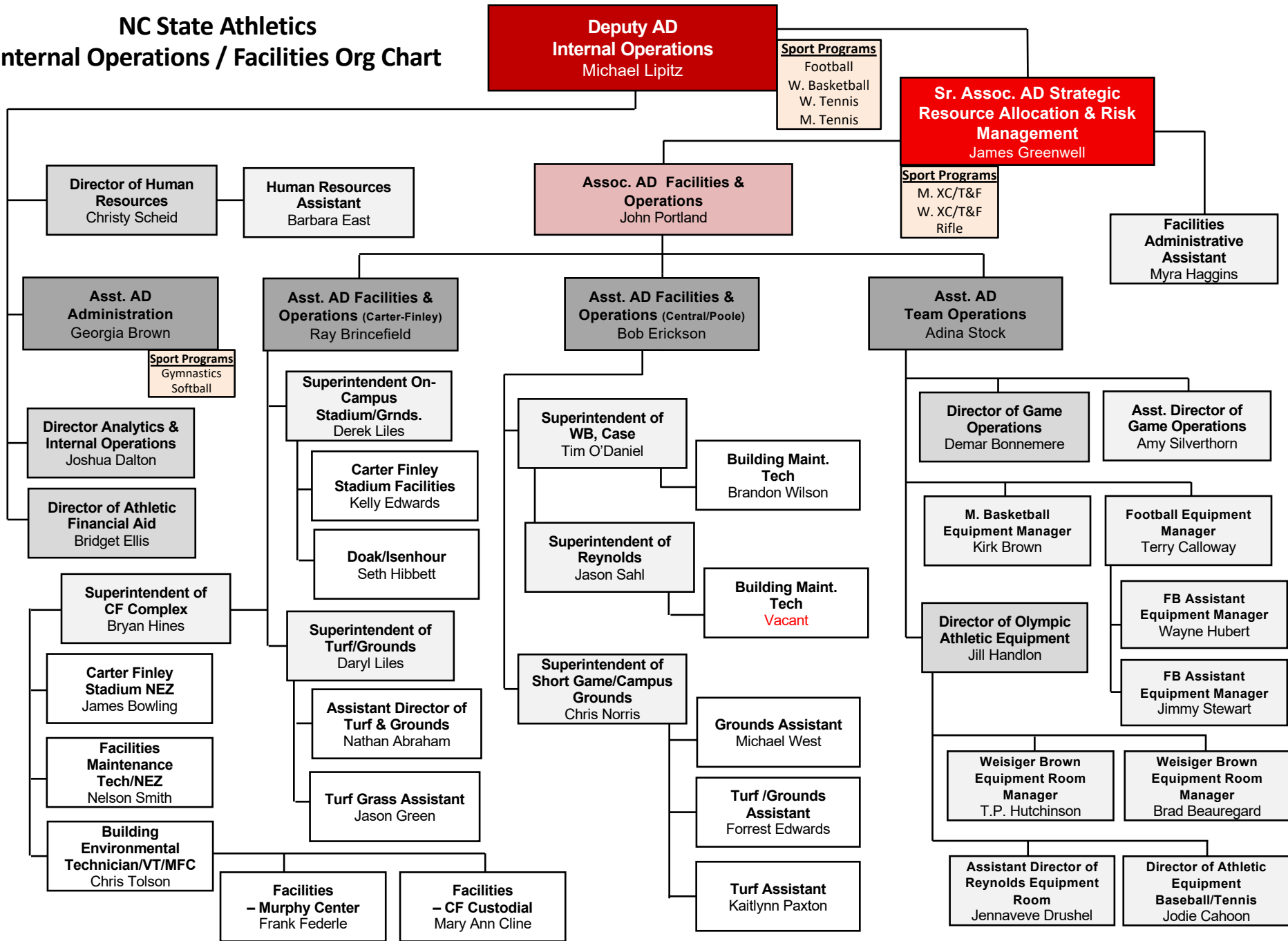
NC State Athletics Cabinet Organization Chart



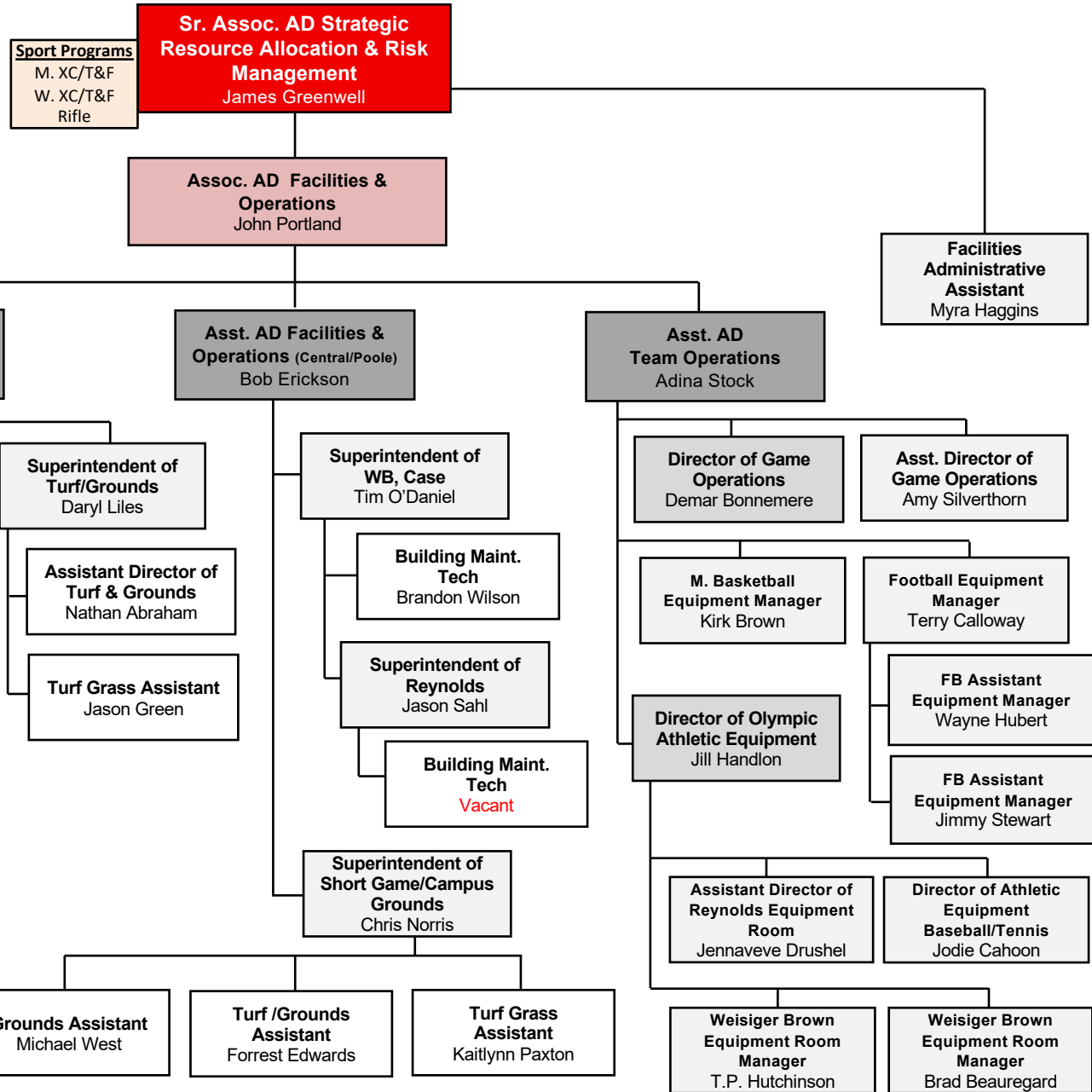
NC State Athletics Compliance Org Chart



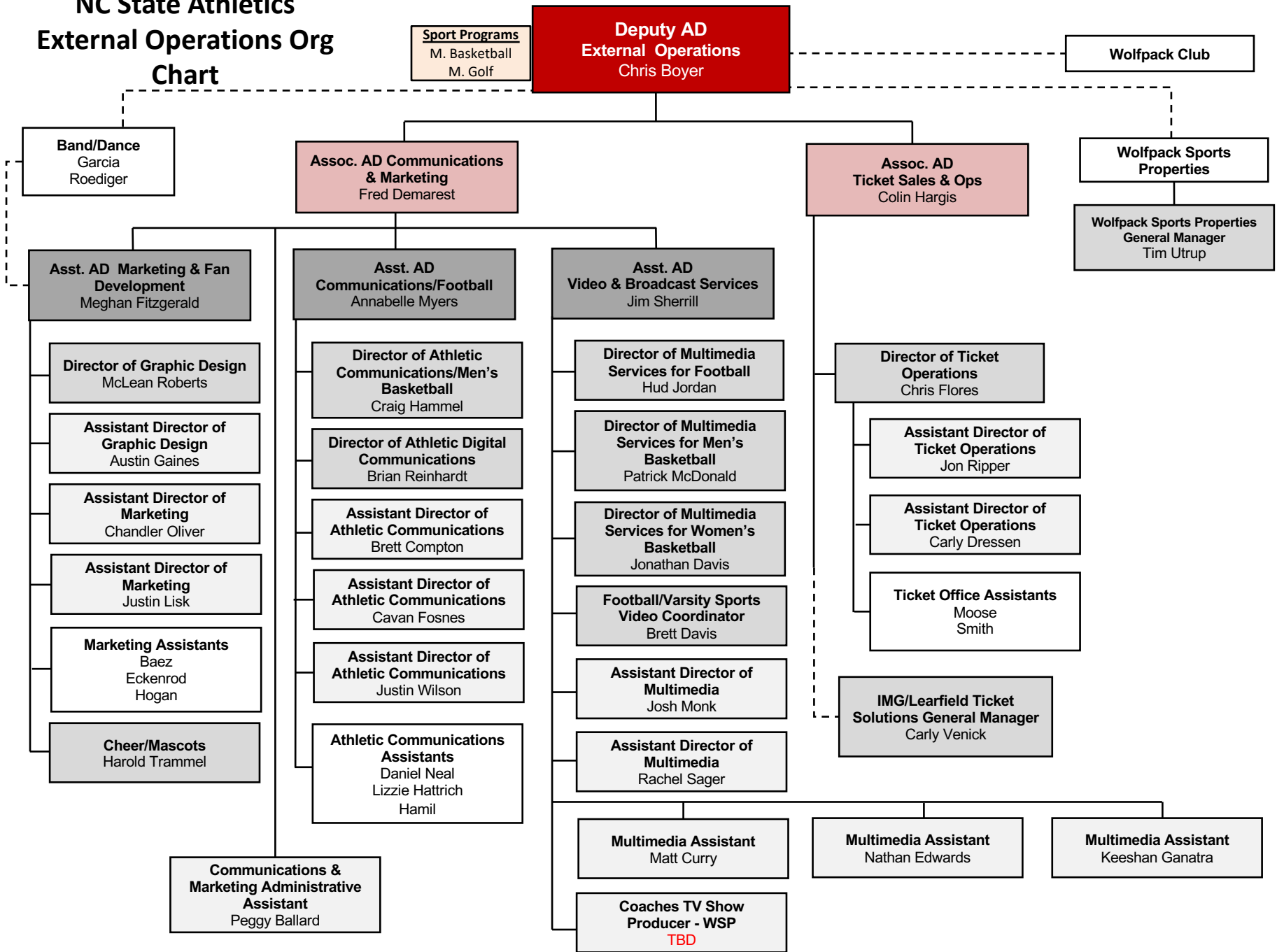
NC State Athletics Internal Operations / Facilities Org Chart



NC State Athletics Facilities Org Chart



NC State Athletics External Operations Org Chart



Sport Programs
M. Basketball
M. Golf

**Deputy AD
External Operations**
Chris Boyer

Wolffpack Club

Band/Dance
Garcia
Roediger

**Assoc. AD Communications
& Marketing**
Fred Demarest

**Assoc. AD
Ticket Sales & Ops**
Colin Hargis

**Wolffpack Sports
Properties**

Wolffpack Sports Properties
General Manager
Tim Utrup

**Asst. AD Marketing & Fan
Development**
Meghan Fitzgerald

**Asst. AD
Communications/Football**
Annabelle Myers

**Asst. AD
Video & Broadcast Services**
Jim Sherrill

**Director of Ticket
Operations**
Chris Flores

Director of Graphic Design
McLean Roberts

**Director of Athletic
Communications/Men's
Basketball**
Craig Hammel

**Director of Multimedia
Services for Football**
Hud Jordan

**Assistant Director of
Ticket Operations**
Jon Ripper

**Assistant Director of
Graphic Design**
Austin Gaines

**Director of Athletic Digital
Communications**
Brian Reinhardt

**Director of Multimedia
Services for Men's
Basketball**
Patrick McDonald

**Assistant Director of
Ticket Operations**
Carly Dressen

**Assistant Director of
Marketing**
Chandler Oliver

**Assistant Director of
Athletic Communications**
Brett Compton

**Director of Multimedia
Services for Women's
Basketball**
Jonathan Davis

Ticket Office Assistants
Moose
Smith

**Assistant Director of
Marketing**
Justin Lisk

**Assistant Director of
Athletic Communications**
Cavan Fosnes

**Football/Varsity Sports
Video Coordinator**
Brett Davis

Marketing Assistants
Baez
Eckenrod
Hogan

**Assistant Director of
Athletic Communications**
Justin Wilson

**Assistant Director of
Multimedia**
Josh Monk

**IMG/Learfield Ticket
Solutions General Manager**
Carly Venick

Cheer/Mascots
Harold Trammel

**Athletic Communications
Assistants**
Daniel Neal
Lizzie Hatrich
Hamil

**Assistant Director of
Multimedia**
Rachel Sager

Multimedia Assistant
Matt Curry

Multimedia Assistant
Nathan Edwards

Multimedia Assistant
Keeshan Ganatra

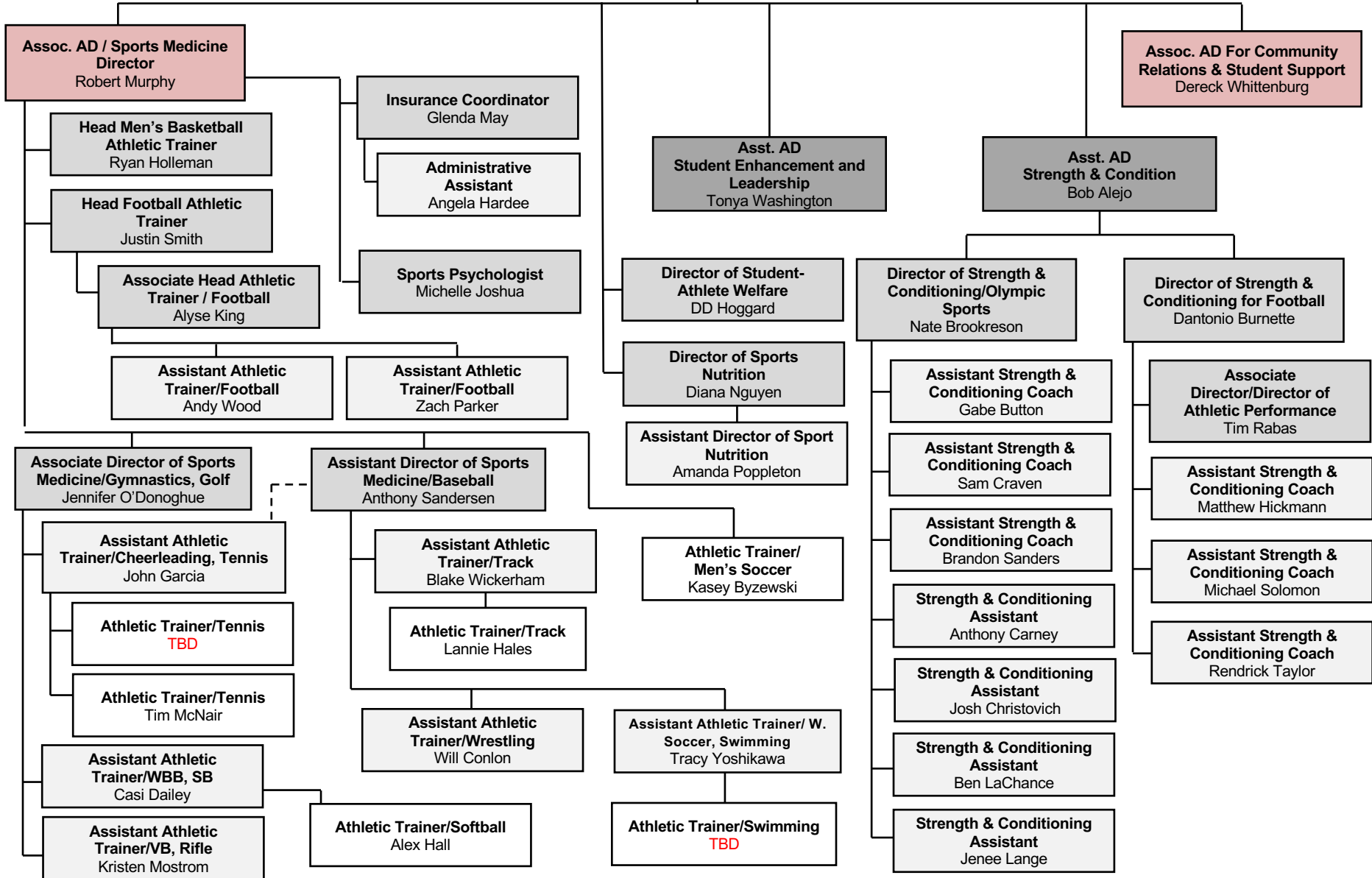
**Communications &
Marketing Administrative
Assistant**
Peggy Ballard

**Coaches TV Show
Producer - WSP**
TBD

NC State Athletics Sports Admin & Student Services Org Chart

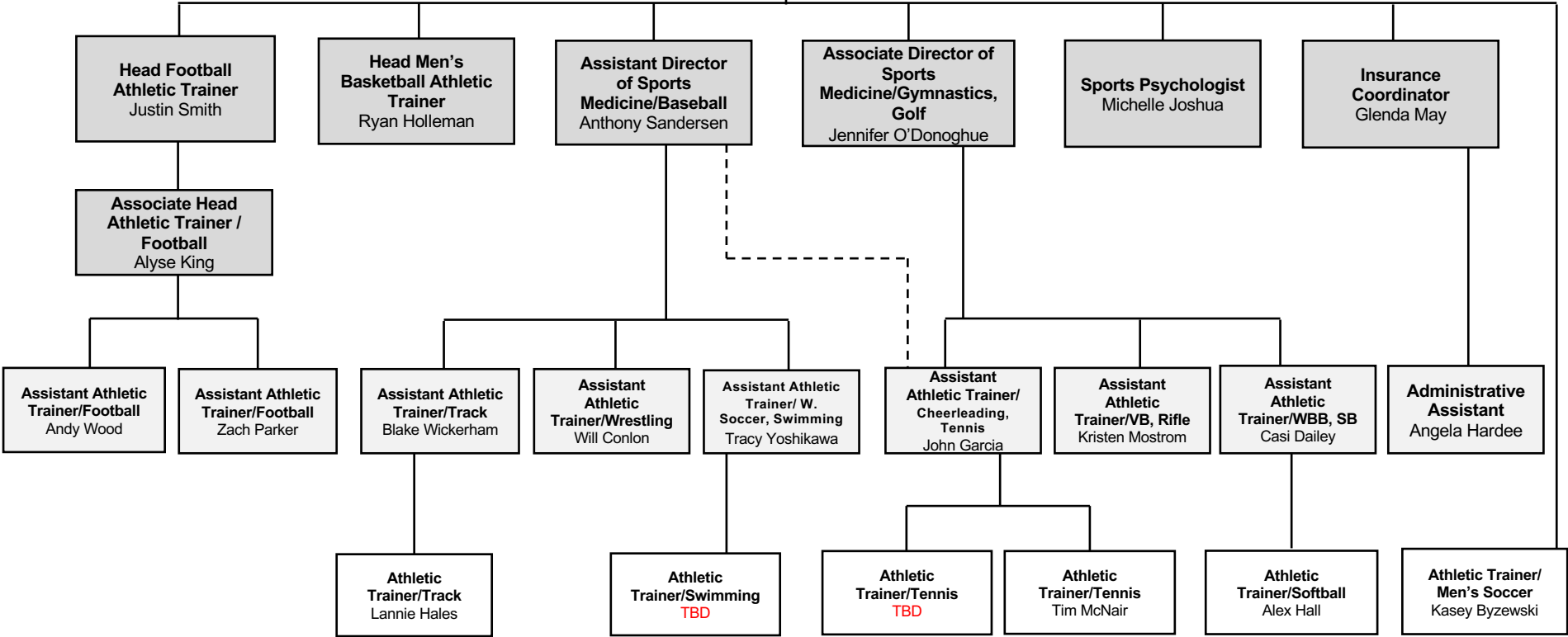
Sr. Assoc. AD
Sports Admin & Student Services
Raymond Harrison

Sport Programs	
Baseball	Volleyball
M. Soccer	Wrestling
W. Soccer	

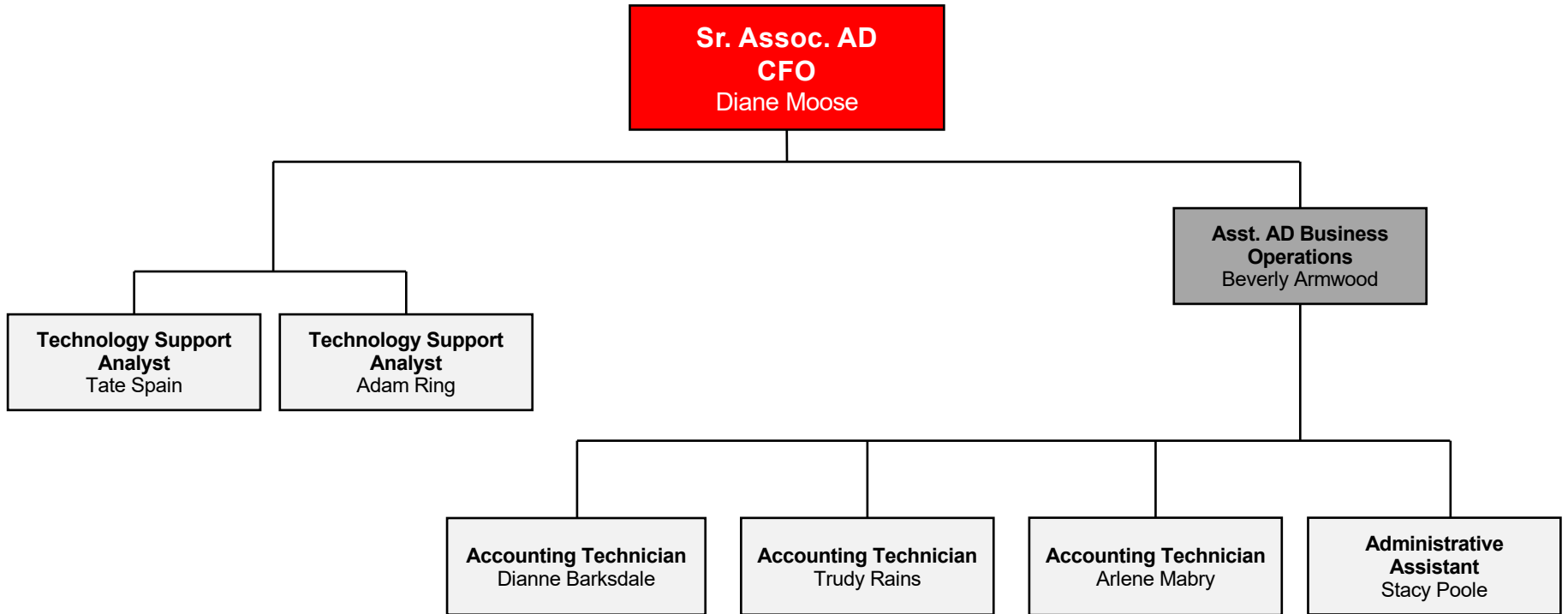


NC State Athletics Sports Medicine Org Chart

Assoc. AD / Sports Medicine Director
Robert Murphy



NC State Athletics Business Office Org Chart



2017-18 Organizational Chart

Chancellor
Randy Woodson

Director of Athletics
Deborah A. Yow

Vice Chancellor Academic & Student Affairs
Mike Mullen

Wolfpack Club Executive Committee

Sr. Assoc. AD Wolfpack Club Executive Director
Bobby Purcell

Assistant Dean and Director of ASPSA
Katie Graham

Faculty Athletics Representative
Roby Sawyers

Council on Athletics

Executive Assistant to AD
Rose Mary Rivera

Sport Programs
M. Basketball
Football

Sr. Assoc. AD Compliance
Carrie Doyle

Deputy AD Internal Operations
Michael Lipitz

Deputy AD External Operations
Chris Boyer

Sr. Assoc. AD Sport Admin & Student Services
Raymond Harrison

Sr. Assoc. AD CFO
Diane Moose

Academic Support Program for Student-Athletes

Liaison to: Admissions Registration & Records

Reconnect Program

Incoming SA Programs

Liaison to: Financial Aid
Professional Sports Counseling Panel
NCAA/ACC Waivers
Rule Interpretation/ Educations

Sport Program
W. Golf

Liaison to: Legal Counsel
Campus Police
Student Conduct
Council on Athletics
Athletic HOF

Sport Programs
Football
W. Basketball
W. Tennis
M. Tennis

Liaison to: WSP
Wolfpack Club
Alumni Assoc.
Centennial Authority
Brand Mgmt.
Apparel Contract
Spirit Programs

Sport Programs
M. Basketball
M. Golf

Liaison to: Dining
Housing

Sport Programs
Baseball
M. Soccer
W. Soccer
Volleyball

Liaison to: WPC Financial
IT Staff
Business Plans/ Policies & Procedures

Assoc. AD Compliance/SWA
Michelle Lee

Sport Programs
M. Swim/Dive
W. Swim/Dive

Sr. Assoc. AD Strategic Resource Allocation & Risk Management
James Greenwell

Liaison to: University Facilities
Environmental Health & Safety
Strategic Risk
Capital Planning
Emergency Mgt.

Sport Programs
M. XC/T&F
W. XC/T&F
Rifle

Sr. Assoc. AD Communications and Brand Management
Fred Demarest

Comm. Staff

Asst. AD Communications
Annabelle Myers

Asst. AD Video & Broadcast Services
Jerry Wetzel

Video Staff

Sr. Assoc. AD Marketing and Ticket Services
Colin Hargis

Ticket Staff

Asst. AD Marketing & Fan Development
Meghan Fitzgerald

Assoc. AD For Community Relations & Student Support
Derek Whittenburg

Assoc. AD Sports Medicine
Robert Murphy

Sports Psychologist

Sport Medicine Staff

Director of Strength & Conditioning for Olympic Sports
Nate Brookreson

Olympic Sport S&C Staff

Director of Strength & Conditioning – Men's Basketball
Patrick Murphy

Director of Strength & Conditioning - Football
Dantonio Burnette

Football S&C Staff

Asst. AD Business Ops
Beverly Armwood

Business Staff

Asst. AD Compliance
Steven Shults

Asst. AD Compliance
Meeghan Ford

Director of Compliance
Jason Greco

Director of Human Resources
Christy Scheid

Director of Athletic Financial Aid
Cedric Barksdale

Director of Analytics & Internal Operations
Josh Dalton

Sport Programs
Wrestling

Assoc. AD Facilities & Operations
John Portland

Asst. AD Team Operations
Adina Stock

Olympic & MBB Equipment Staff

Asst. AD Facilities & Operations (Carter-Finley)
Ray Brincefield

Asst. AD Facilities & Operations (Central/Poolle)
Bob Erickson

Asst. AD Administration
Georgia Brown

Sport Programs
Gymnastics
Softball

Asst. AD SA Development & Comm. Relations
Tonya Washington

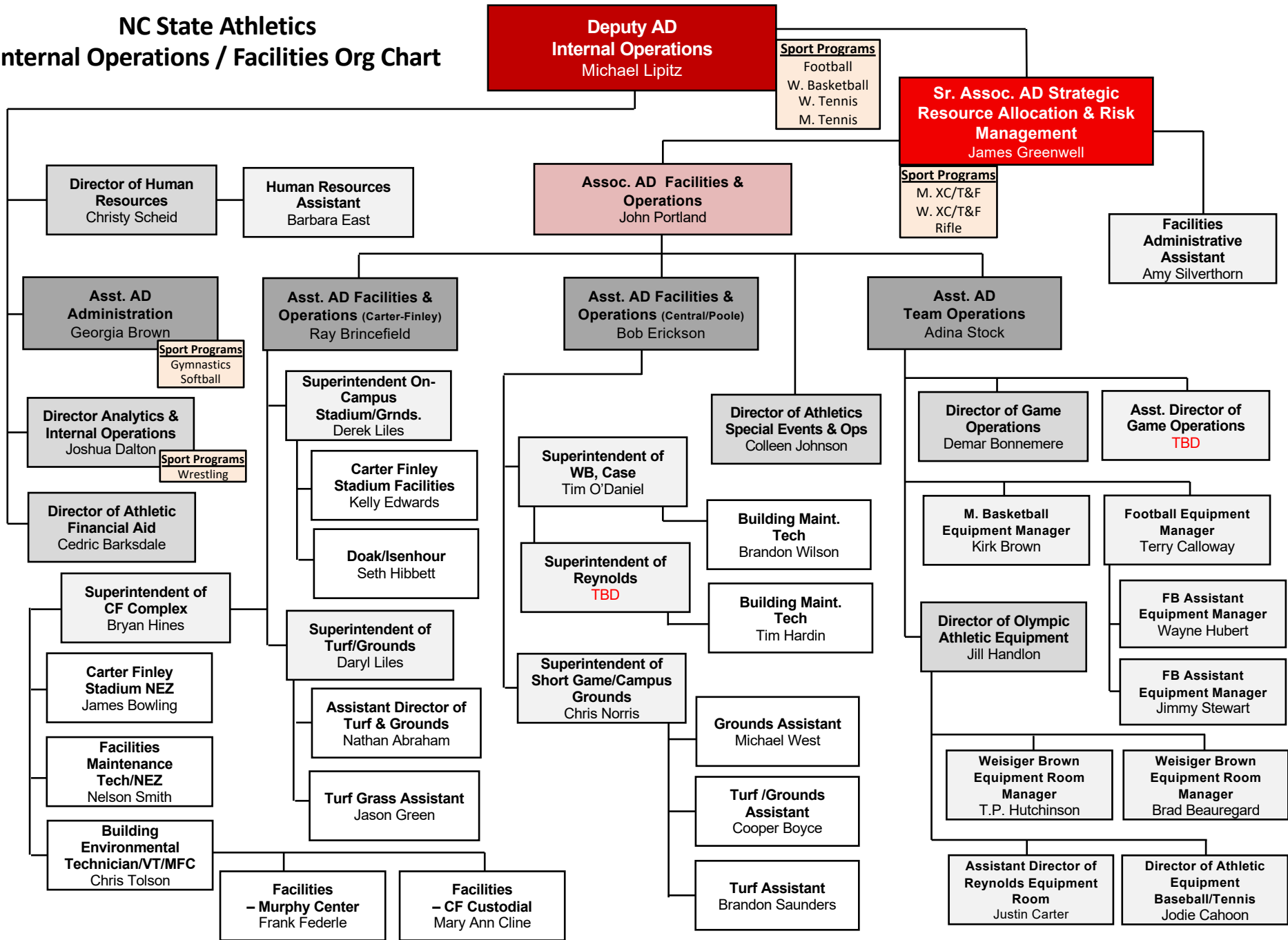
SAAC

Wolfpack Leadership Speaker Series

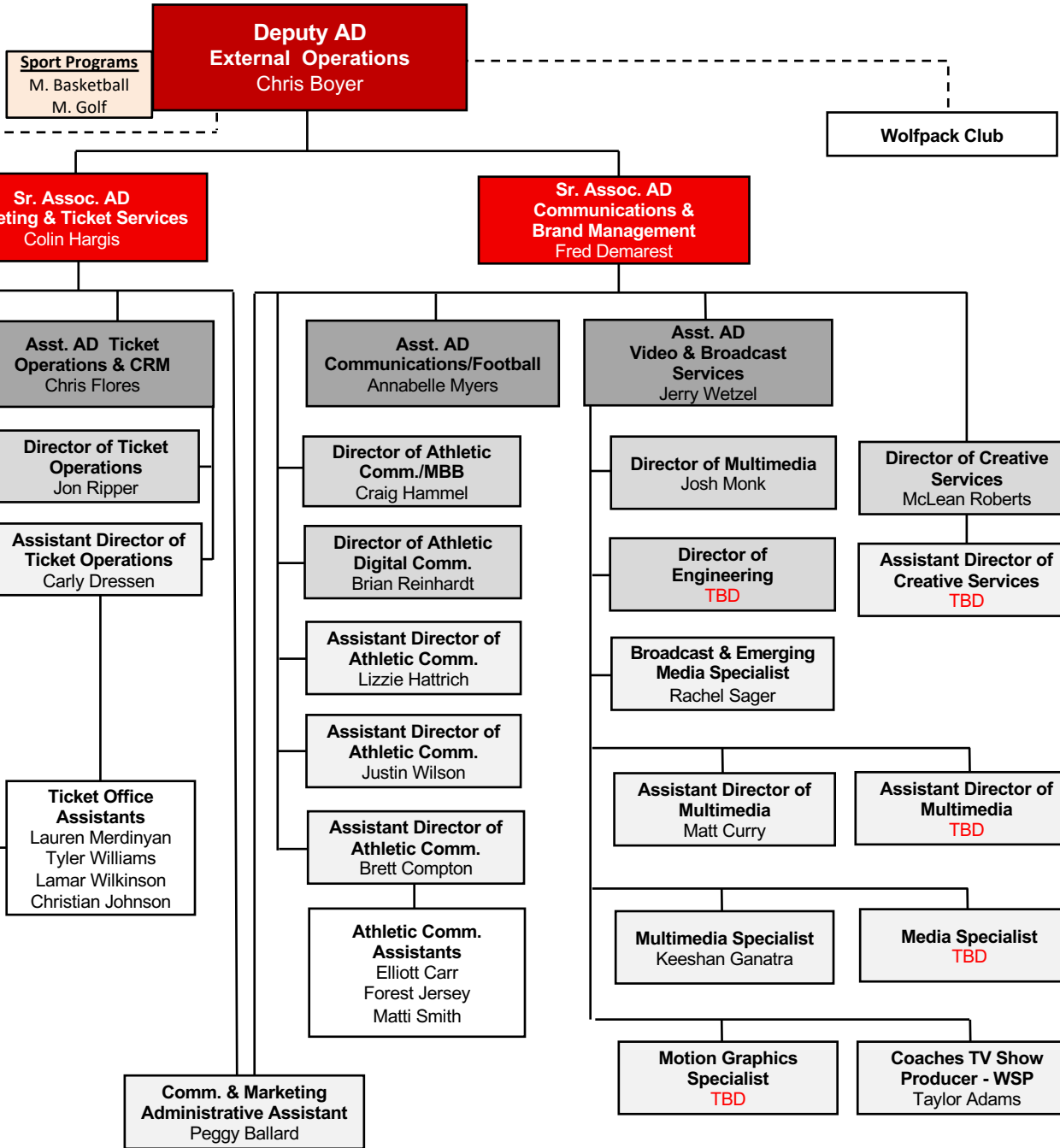
Director of Sports Nutrition
Diana Nguyen



NC State Athletics Internal Operations / Facilities Org Chart



NC State Athletics External Operations Org Chart



Band/Dance
Garcia
Roediger

Wolfpack Sports Properties
WSP General Manager
Kyle Winchester

**Sr. Assoc. AD
Marketing & Ticket Services**
Colin Hargis

**Sr. Assoc. AD
Communications & Brand Management**
Fred Demarest

Wolfpack Club

Asst. AD Marketing & Fan Development
Meghan Fitzgerald

Asst. AD Ticket Operations & CRM
Chris Flores

Asst. AD Communications/Football
Annabelle Myers

Asst. AD Video & Broadcast Services
Jerry Wetzel

Director of Ticket Sales
Ryan Kindt

Director of Ticket Operations
Jon Ripper

Director of Athletic Comm./MBB
Craig Hammel

Director of Multimedia
Josh Monk

Director of Creative Services
McLean Roberts

Assistant Director of Marketing
Chandler Oliver

Assistant Director of Marketing
Justin Lisk

Account Executive - Sales and Service
Catherine Trapp

Account Executive - Sales and Service
Andrew Snyder

Account Executive - Sales and Service
Matt Cunningham

Assistant Director of Ticket Operations
Carly Dressen

Ticket Office Assistants
Lauren Merdinyan
Tyler Williams
Lamar Wilkinson
Christian Johnson

Director of Athletic Digital Comm.
Brian Reinhardt

Assistant Director of Athletic Comm.
Lizzie Hatrich

Assistant Director of Athletic Comm.
Justin Wilson

Assistant Director of Athletic Comm.
Brett Compton

Athletic Comm. Assistants
Elliott Carr
Forest Jersey
Matti Smith

Director of Engineering
TBD

Broadcast & Emerging Media Specialist
Rachel Sager

Assistant Director of Multimedia
Matt Curry

Assistant Director of Creative Services
TBD

Assistant Director of Multimedia
TBD

Marketing Assistants
Courtney Taylor
Devin Rote
William Hogan

Cheer/Mascots
Harold Trammel

Comm. & Marketing Administrative Assistant
Peggy Ballard

Assistant Director of Multimedia
Matt Curry

Assistant Director of Multimedia
TBD

Multimedia Specialist
Keeshan Ganatra

Media Specialist
TBD

Motion Graphics Specialist
TBD

Coaches TV Show Producer - WSP
Taylor Adams

NC State Athletics Facilities Org Chart

**Sr. Assoc. AD Strategic
Resource Allocation & Risk
Management**
James Greenwell

Sport Programs
M. XC/T&F
W. XC/T&F
Rifle

**Assoc. AD Facilities &
Operations**
John Portland

**Facilities
Administrative
Assistant**
Amy Silverthorn

**Director of Athletics
Special Events & Ops**
Colleen Johnson

**Asst. AD Facilities &
Operations (Carter-Finley)**
Ray Brincefield

**Asst. AD Facilities &
Operations (Central/Poole)**
Bob Erickson

**Asst. AD
Team Operations**
Adina Stock

**Superintendent of
CF Complex**
Bryan Hines

**Superintendent On-
Campus
Stadium/Grnds.**
Derek Liles

**Superintendent of
Turf/Grounds**
Daryl Liles

**Superintendent of
WB, Case**
Tim O'Daniel

**Director of Game
Operations**
Demar Bonnemere

**Asst. Director of
Game Operations**
TBD

**Carter Finley
Stadium NEZ**
James Bowling

**Carter Finley
Stadium Facilities**
Kelly Edwards

**Assistant Director of
Turf & Grounds**
Nathan Abraham

**Building Maint.
Tech**
Brandon Wilson

**M. Basketball
Equipment Manager**
Kirk Brown

**Football Equipment
Manager**
Terry Calloway

**Facilities
Maintenance
Tech/NEZ**
Nelson Smith

Doak/Isenhour
Seth Hibbett

Turf Grass Assistant
Jason Green

**Superintendent of
Reynolds**
TBD

**Director of Olympic
Athletic Equipment**
Jill Handlon

**FB Assistant
Equipment Manager**
Wayne Hubert

**Building
Environmental
Technician/VT/MFC**
Chris Tolson

**Building Maint.
Tech**
Timothy Hardin

**FB Assistant
Equipment Manager**
Jimmy Stewart

**Facilities
- Murphy Center**
Frank Federle

**Superintendent of
Short Game/Campus
Grounds**
Chris Norris

**Assistant Director of
Reynolds Equipment
Room**
Justin Carter

**Director of Athletic
Equipment
Baseball/Tennis**
Jodie Cahoon

**Facilities
- CF Custodial**
Mary Ann Cline

Grounds Assistant
Michael West

**Turf /Grounds
Assistant**
Cooper Boyce

Turf Assistant
Brandon Saunders

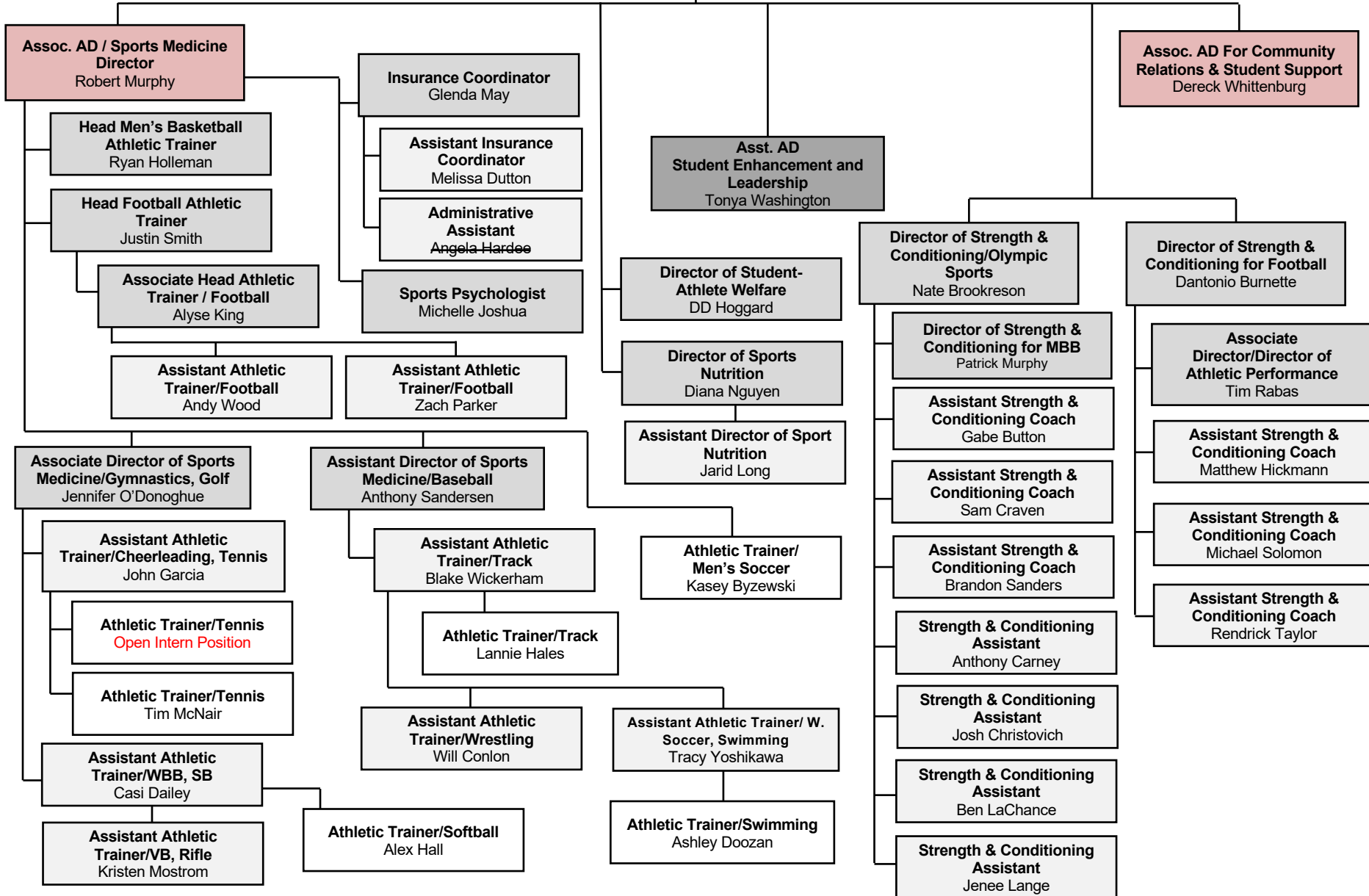
**Weisiger Brown
Equipment Room
Manager**
T.P. Hutchinson

**Weisiger Brown
Equipment Room
Manager**
Brad Beauregard

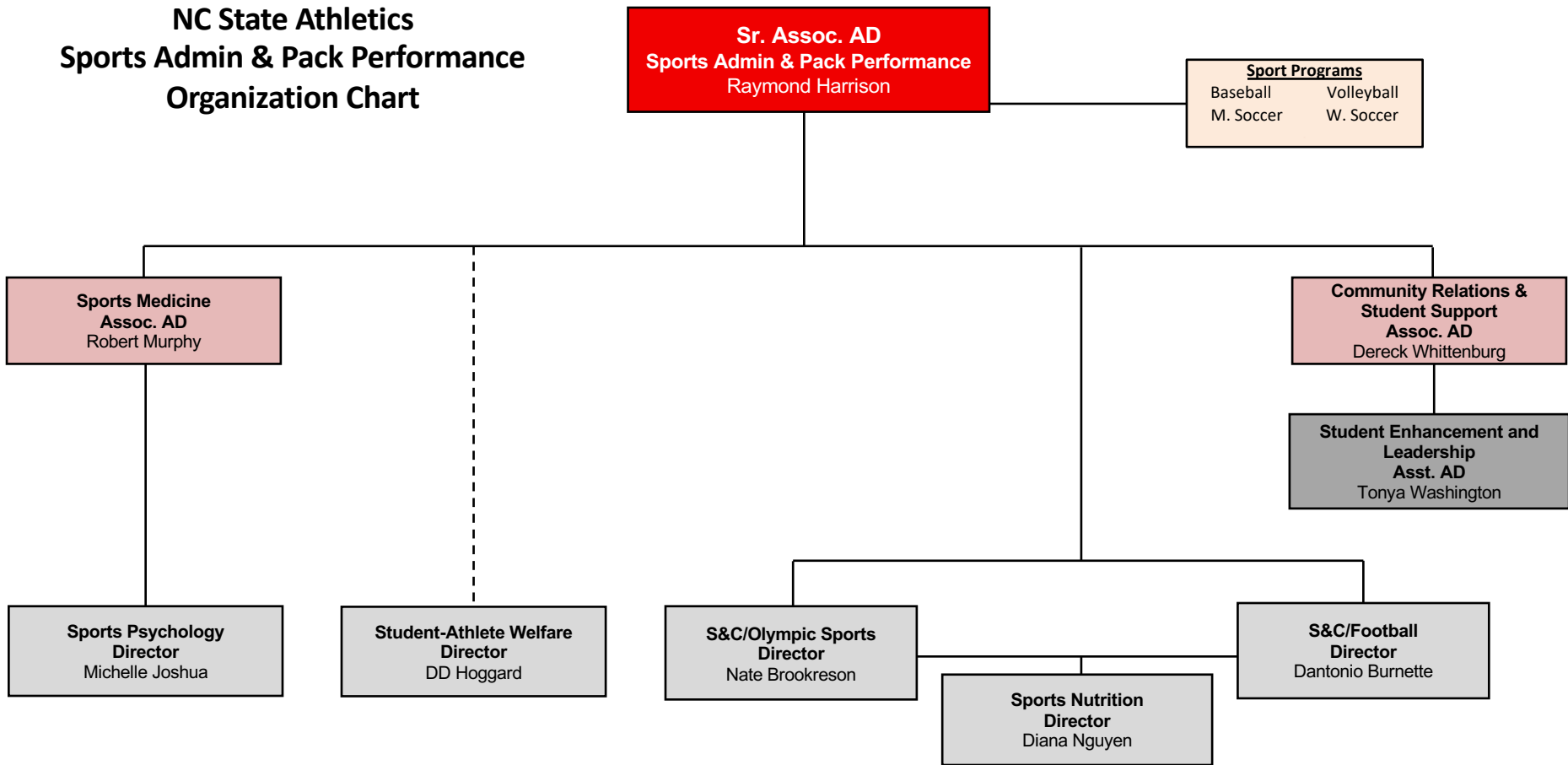
NC State Athletics Sports Admin & Student Services Org Chart

Sr. Assoc. AD
Sports Admin & Student Services
Raymond Harrison

Sport Programs	
Baseball	Volleyball
M. Soccer	W. Soccer

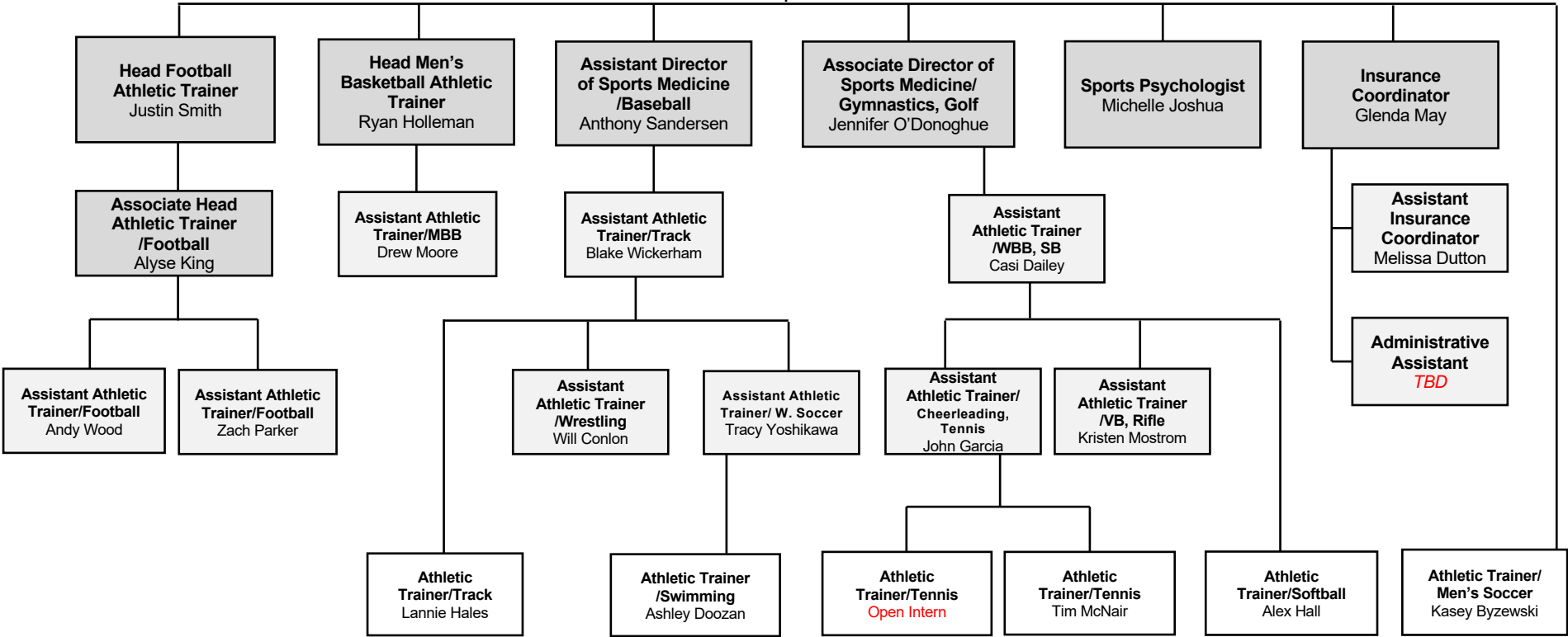


NC State Athletics Sports Admin & Pack Performance Organization Chart

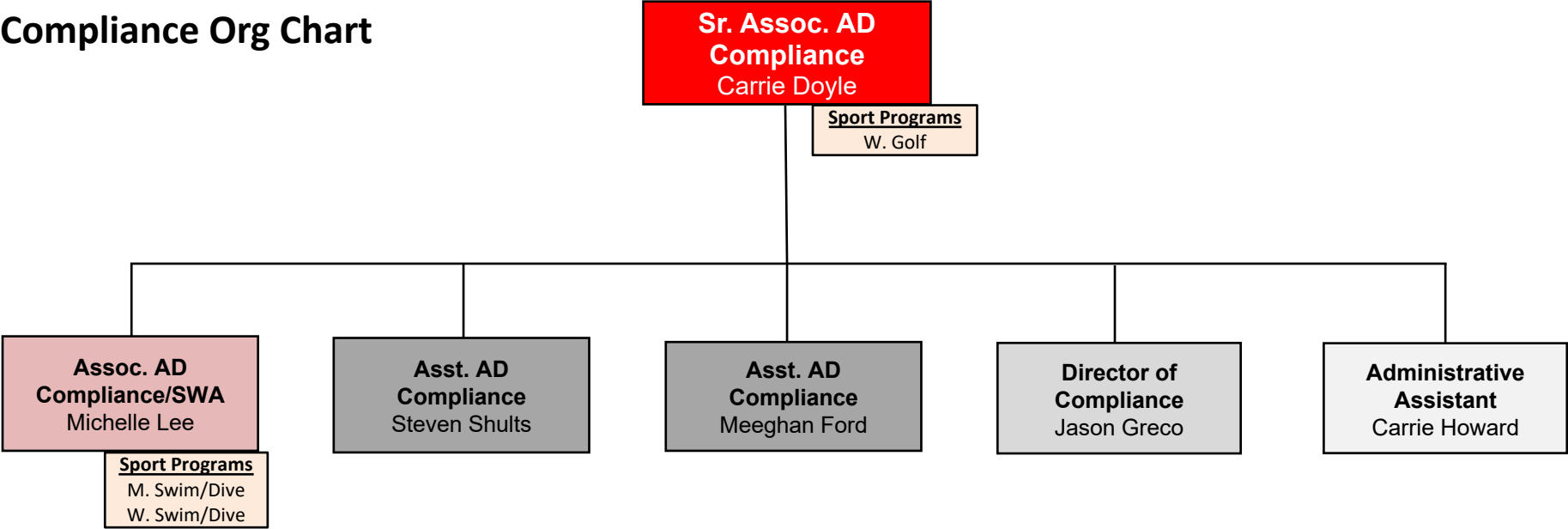


NC State Athletics Sports Medicine Org Chart

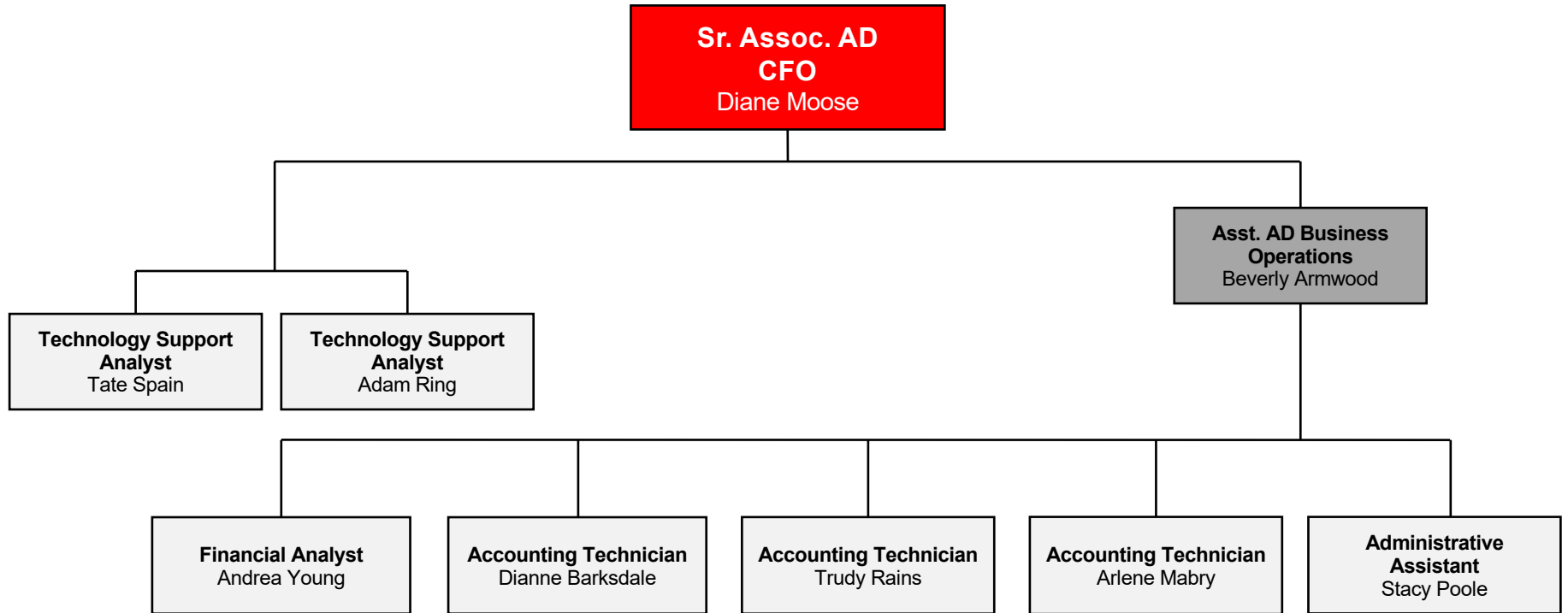
**Assoc. AD / Sports
Medicine Director**
Robert Murphy



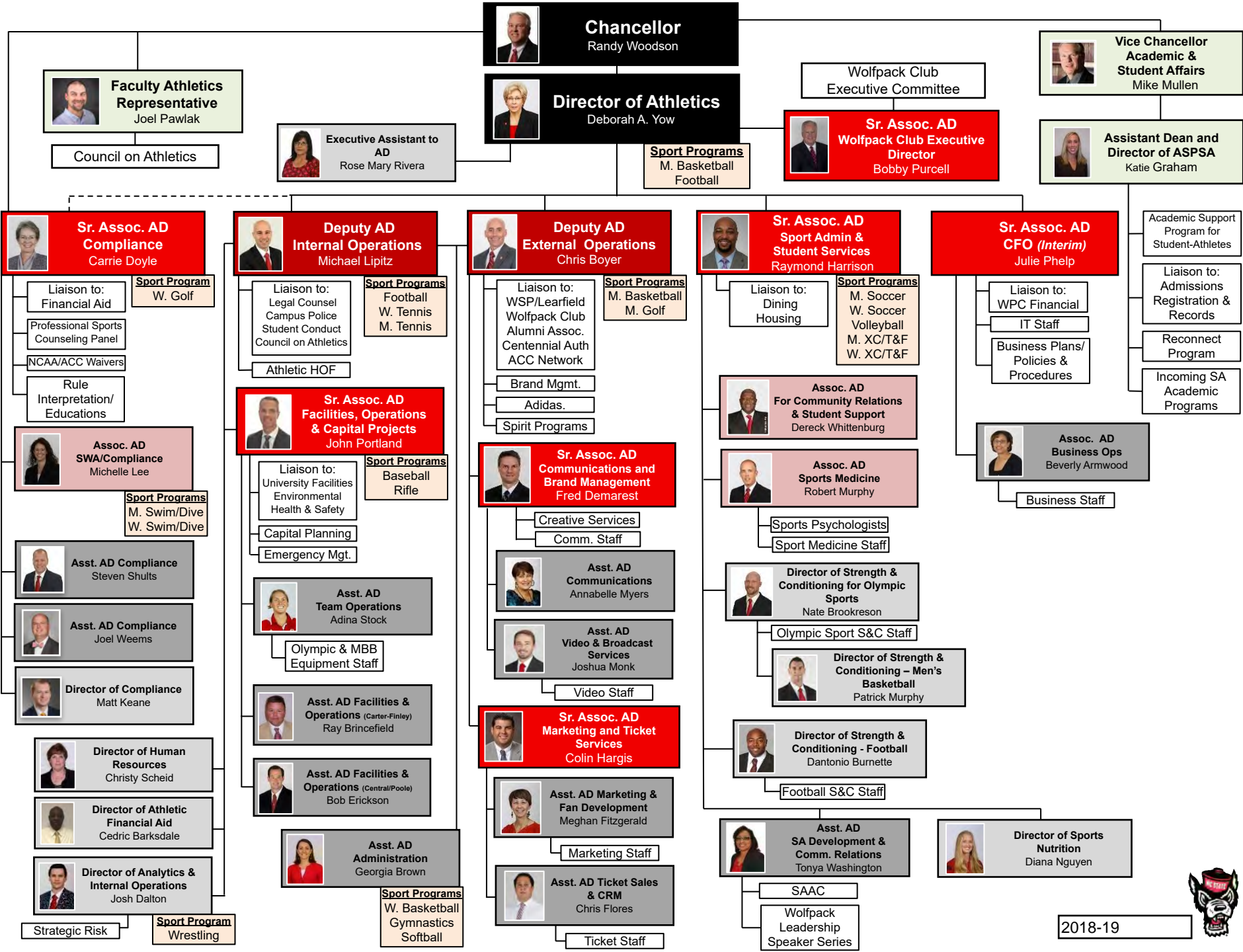
NC State Athletics Compliance Org Chart



NC State Athletics Business Office Org Chart



2018-19 Organizational Chart



External Operations Org Chart



**Deputy AD
External Operations**
Chris Boyer

Sport Programs
M. Basketball
M. Golf

Wolfpack Club

**Sr. Assoc. AD
Marketing & Ticket Services**
Colin Hargis

**Sr. Assoc. AD
Communications & Brand Management**
Fred Demarest

Wolfpack Sports Properties

WSP General Manager
Kyle Winchester

Band/Dance
Garcia
Roediger

Asst. AD Marketing & Fan Development
Meghan Fitzgerald

Asst. AD Ticket Operations & CRM
Chris Flores

Asst. AD Communications/Football
Annabelle Myers

Asst. AD Video & Broadcast Services
Joshua Monk

Director of Marketing
Chandler Oliver

Director of Ticket Sales
Ryan Kindt

Director of Ticket Operations
Jon Ripper

Director of Communications/MBB
Craig Hammel

Director of Creative Services
McLean Roberts

Director of Multimedia
Matt Curry

Associate Director of Marketing
Justin Lisk

Account Executive - Sales and Service
Skylar Chilton

Assistant Director of Ticket Operations
Carly Dressen

Director of Digital Communications
Brian Reinhardt

Assistant Director of Creative Services
Christopher Downey

Asst. Dir. of Multimedia
Rachel Sager

Marketing Assistants
Lizzie Margagliotti
Danny O'Connell
Joe Rentner

Account Executive - Sales and Service
Emily Hinshaw

Ticket Office Assistants
Jalen White
Luc Prevost
Blake Storey
Dana Nadler

Assistant Director of Communications
Lizzie Hatrich

Multimedia Specialist
Keeshan Ganatra

Asst. Dir. of Multimedia
Quan Wright

Cheer/Mascots
Harold Trammel

Account Executive - Sales and Service
Michelle Christie

Comm. & Marketing Administrative Assistant
Peggy Ballard

Assistant Director of Communications
TBD

Multimedia Specialist
Roland DesLauriers

Asst. Dir. of Multimedia
David Obeid

Assistant Director of Communications
Matti Smith

Director of Engineering
Billy West

Asst. Dir. of Multimedia
Zach Gerhart

Assistant Director of Communications
Brett Compton

Coaches TV Show Producer - WSP
Taylor Adams

Asst. Dir. of Multimedia
TBD

Communications Assistant
Claire Fischer

Motion Graphics Coord.
Drew Grigsby

Facilities Org Chart



Sr. Assoc. AD
Facilities, Operations & Capital Projects
 John Portland

Sport Programs
 Baseball
 Rifle

Facilities Administrative Assistant
 Amy Silverthorn

Asst. AD Facilities & Operations (Carter-Finley)
 Ray Brincefield

Director of Athletics Special Events & Ops
 Colleen Johnson

Asst. AD Facilities & Operations (Central/Poole)
 Bob Erickson

Asst. AD Team Operations
 Adina Stock

Superintendent of CF Complex
 Bryan Hines

Superintendent of Turf/Grounds
 Daryl Liles

Director On-Campus Stadium/Grnds.
 Derek Liles

Superintendent of WB, Case
 Tim O'Daniel

Director of Game Operations
 Demar Bonnemere

Asst. Director of Game Operations
 Casey Godwin

Carter Finley Stadium NEZ
 James Bowling

Assistant Director of Turf & Grounds
 TBD

Carter Finley Stadium Facilities
 Kelly Edwards

Superintendent of Reynolds
 Tim Hardin

M. Basketball Equipment Manager
 Kirk Brown

Football Equipment Manager
 Terry Calloway

Facilities Maintenance Tech/NEZ
 Nelson Smith

Turf Grass Assistant
 Jason Green

Doak/Isenhour
 Chad White

Building Maint. Tech
 Brandon Saunders

Building Maint. Tech
 Brandon Wilson

Director of Olympic Athletic Equipment
 Jill Handlon

FB Assistant Equipment Manager
 Wayne Hubert

FB Assistant Equipment Manager
 Jimmy Stewart

Building Environmental Technician/VT/MFC
 Chris Tolson

Superintendent of Short Game
 Seth Hibbett

Grounds Assistant
 Michael West

Assistant Director of Reynolds Equipment Room
 Justin Carter

Director of Athletic Equipment Baseball/Tennis
 Jodie Cahoon

Facilities – Murphy Center
 Frank Federle

Facilities – CF Custodial
 Mary Ann Cline

Weisiger Brown Equipment Room Manager
 T.P. Hutchinson

Weisiger Brown Equipment Room Manager
 Brad Beauregard

Turf /Grounds Assistant
 Cooper Boyce

Turf Assistant
 Dustin Hendericks

Sports Admin & Student Services Org Chart



Sr. Assoc. AD
Sports Admin & Student Services
 Raymond Harrison

Sport Programs	
Volleyball	M. Soccer
W. Soccer	M. XC/T&F
W. XC/T&F	

Assoc. AD / Sports Medicine Director
 Robert Murphy

Assoc. AD For Community Relations & Student Support
 Dereck Whittenburg

Director of Student-Athlete Welfare
 DD Hoggard

Asst. AD Student Enhancement and Leadership
 Tonya Washington

Sports Medicine Staff
(See Sports Medicine Org Chart)

Sports Psychologist
 Michelle Joshua

Director of Sports Nutrition
 Diana Nguyen

Assistant Director of Sport Nutrition
 Jarid Long

Sports Nutrition Fellows

Director of Strength & Conditioning/Olympic Sports
 Nate Brookreson

Director of Strength & Conditioning for Football
 Dantonio Burnette

Director of Strength & Conditioning for MBB
 Patrick Murphy

Associate Director/Director of Athletic Performance
 Tim Rabas

Asst. Director of S&C / Olympic Sports
 Gabe Button

Assistant Strength & Conditioning Coach
 Jadwin Bignon

Assistant Strength & Conditioning Coach
 Sam Craven

Assistant Strength & Conditioning Coach
 Michael Solomon

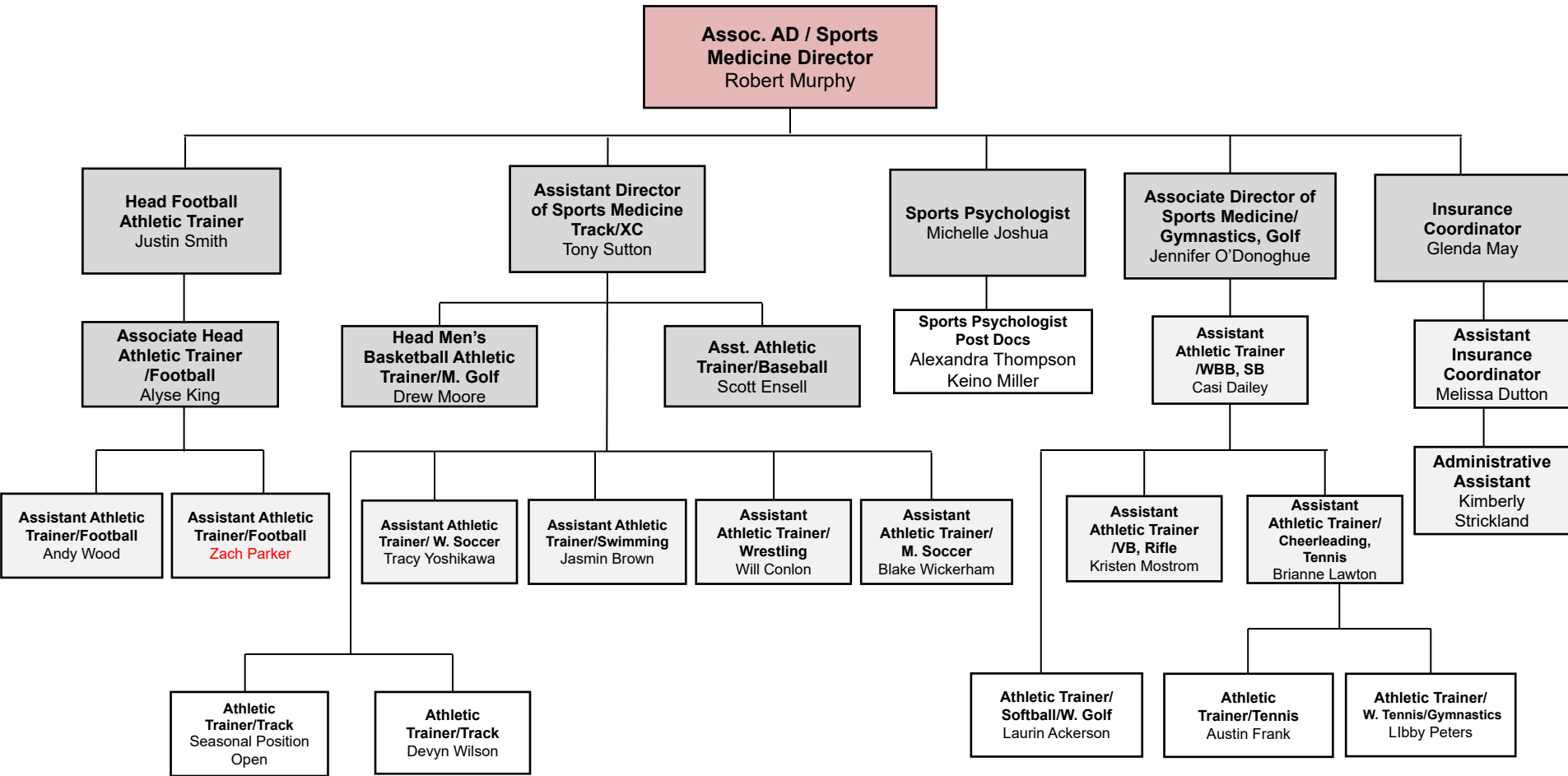
Assistant Strength & Conditioning Coach
 Craig Turner

Assistant Strength & Conditioning Coach
 Rendrick Taylor

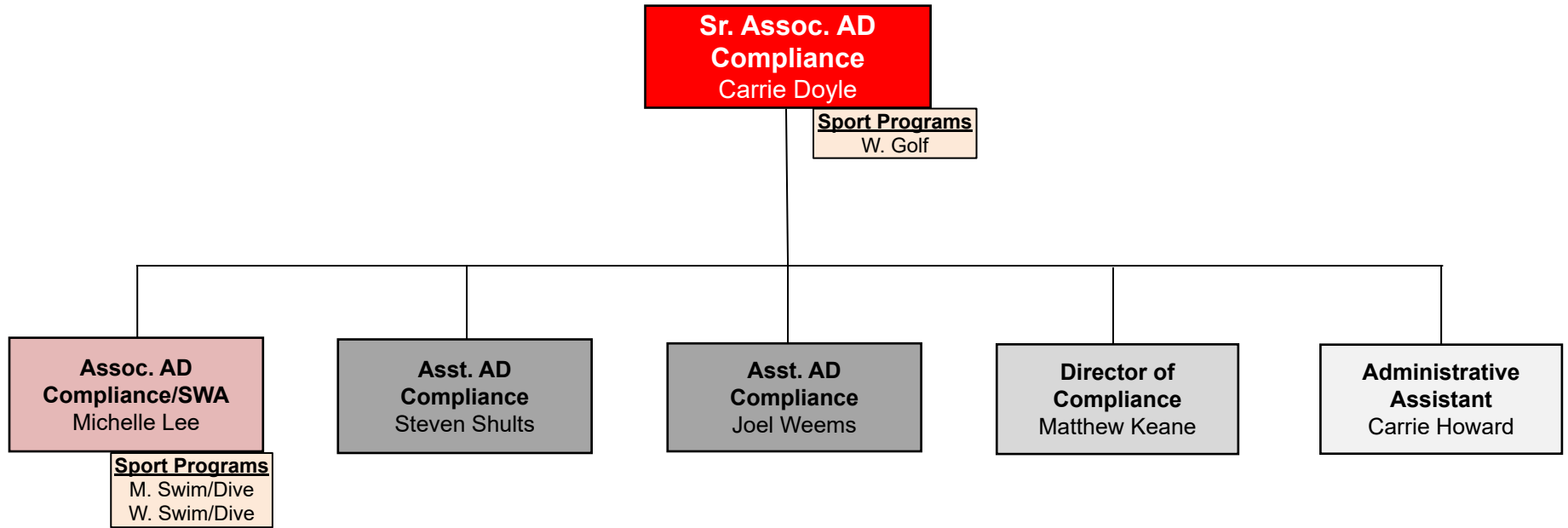
Strength & Conditioning Assistant
 TBD

Strength & Conditioning Assistant
 Felipe Lopes

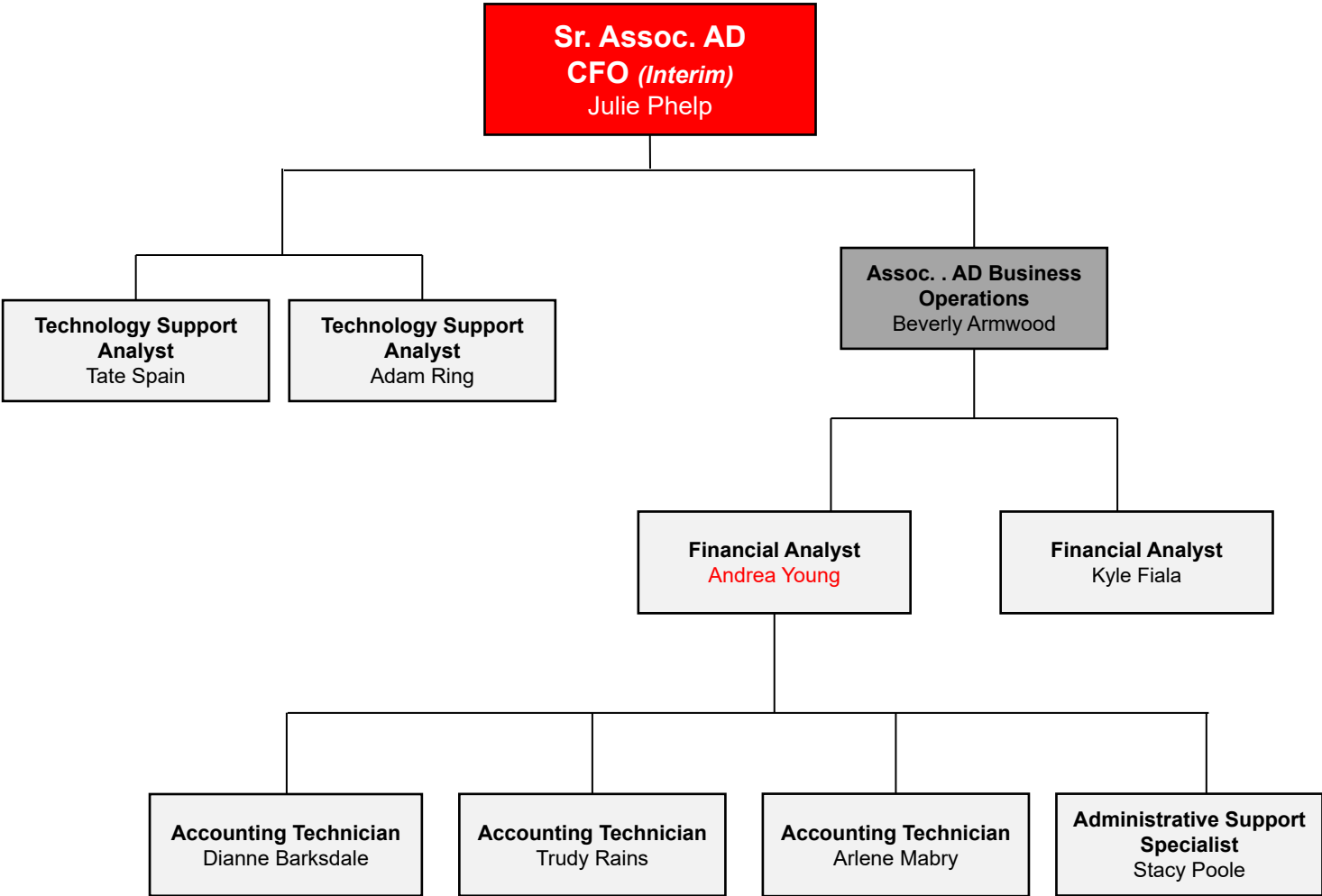
Sports Medicine Org Chart



Compliance Org Chart



Business Office Org Chart



* = Student-athlete's aid counts in another sport

+ = Student-athlete has been over-awarded

> = Team limit exceeded

Contemporaneous Penalties (CP)	Legislated Maximum Team Limit for Sport (x)	CP Team is Subject to in 2015-16 (y)	CP Carried Over from PREVIOUS Academic Year (if any) Applicable to Current Academic Year (z) (N/A in 2005-06)	Maximum Team Limit for This Academic Year (x - y) - z	CP Applicable to 2015-16 Carried Over to 2016-17 (if any)

Form completed by: _____ Title: _____ Telephone: _____ Date: _____

Form approved by: _____ Date: _____

Director of Athletics or Designee Signature: _____ Date: _____

Head Coach's Signature: _____ Date: _____

Additional Signature: _____ Title: _____

Additional Signature: _____ Title: _____

Required by Bylaw 15.5.10.2. File in director of athletics' office.

Squad List

Report Date: 7/26/2019

Academic Year: 2016-17

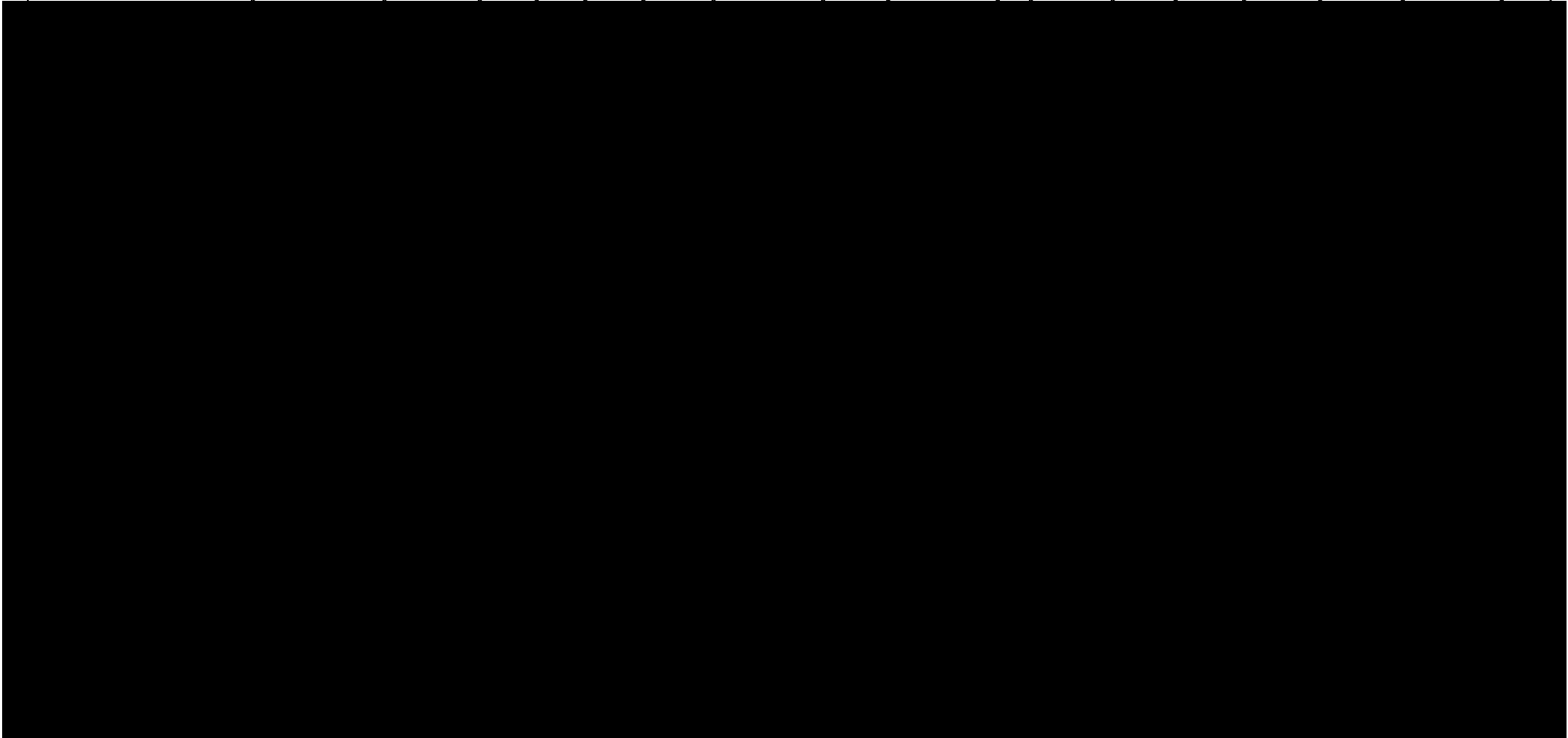
Institution: North Carolina State Univ.

Sport: Men's Basketball

City/State: Raleigh, NC

Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G	Status of Student				Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.
		F S	Term 1st enrolled Any Your	# yrs rec'd aid	# of seas util	Recr.	Period of award	Athletic grant amount	Other cntbl. aid		Total cntbl. aid	Full grant amount	Over-all	Equi-valent award	Reason	Date



Squad List

Report Date: 7/26/2019
Institution: North Carolina State Univ.
City/State: Raleigh, NC

Academic Year: 2016-17
Sport: Men's Basketball
Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G	Status of Student				Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.						
		F	S	Term 1st enrolled Any Your	# yrs rec'd aid	# of seas util	Recr.	Period of award	Athletic grant amount		Other cntbl. aid	Total cntbl. aid	Full grant amount	Over-all	Equi-valent award	Reason	Date	Equi-valent award				
Squad-List Totals																		\$432,638.42	\$432,638.42	12	12.00	11.77

* = Student-athlete's aid counts in another sport
 + = Student-athlete has been over-awarded
 > = Team limit exceeded

Contemporaneous Penalties (CP)	Legislated Maximum Team Limit for Sport (x)	CP Team is Subject to in 2016-17 (y)	CP Carried Over from PREVIOUS Academic Year (if any) Applicable to Current Academic Year (z) (N/A in 2005-06)	Maximum Team Limit for This Academic Year (x - y) - z	CP Applicable to 2016-17 Carried Over to 2017-18 (if any)

Form completed by: _____ Title: _____ Telephone: _____ Date: _____
 Form approved by: _____ Date: _____

Director of Athletics or Designee Signature: _____ Date: _____

Head Coach's Signature: _____ Date: _____

Additional Signature: _____ Title: _____

Additional Signature: _____ Title: _____

Required by Bylaw 15.5.10.2. File in director of athletics' office.

Squad List

Report Date: 7/26/2019

Academic Year: 2017-18

Institution: North Carolina State Univ.

Sport: Men's Basketball

City/State: Raleigh, NC

Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G	Status of Student				Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.
		F S	Term 1st enrolled Any Year	# yrs rec'd aid	# of seas util	Recr.	Period of award	Athletic grant amount	Other cntbl. aid		Total cntbl. aid	Full grant amount	Over-all	Equi-valent award	Reason	Date

Squad List

Report Date: 7/26/2019
Institution: North Carolina State Univ.
City/State: Raleigh, NC

Academic Year: 2017-18
Sport: Men's Basketball
Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G	Status of Student					Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.		
		F	S	Term 1st enrolled Any Your	# yrs rec'd aid	# of seas util	Recr.	Period of award	Athletic grant amount	Other cntbl. aid		Total cntbl. aid	Full grant amount	Over-all	Equi-valent award	Reason	Date	Equi-valent award	
Squad-List Totals													\$462,499.11	\$443,931.00	13	11.92			11.86

* = Student-athlete's aid counts in another sport
 + = Student-athlete has been over-awarded
 > = Team limit exceeded

Contemporaneous Penalties (CP)	Legislated Maximum Team Limit for Sport (x)	CP Team is Subject to in 2017-18 (y)	CP Carried Over from PREVIOUS Academic Year (if any) Applicable to Current Academic Year (z) (N/A in 2005-06)	Maximum Team Limit for This Academic Year (x - y) - z	CP Applicable to 2017-18 Carried Over to 2018-19 (if any)

Form completed by: _____ Title: _____ Telephone: _____ Date: _____

Form approved by: _____ Date: _____

Director of Athletics or Designee Signature: _____ Date: _____

Head Coach's Signature: _____ Date: _____

Additional Signature: _____ Title: _____

Additional Signature: _____ Title: _____

Required by Bylaw 15.5.10.2. File in director of athletics' office.

Squad List

Report Date: 7/26/2019

Academic Year: 2018-19

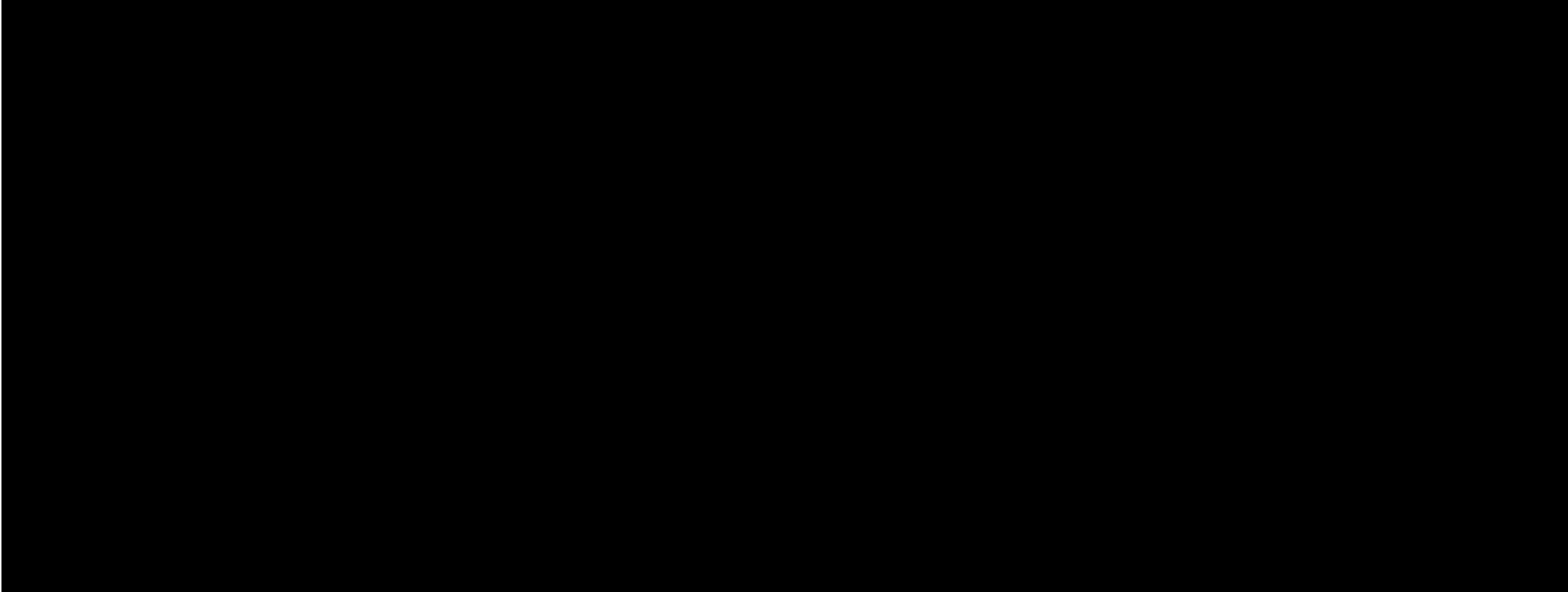
Institution: North Carolina State Univ.

Sport: Men's Basketball

City/State: Raleigh, NC

Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G	Status of Student				Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.
		F	S	Term 1st enrolled Any Year	# yrs rec'd aid	# of seas util	Recr.	Period of award	Athletic grant amount		Other cntbl. aid	Total cntbl. aid	Full grant amount	Over-all	Equi-valent award	Reason



Squad-List Totals

\$431,962.88

\$431,962.88

13 11.94

11.48

* = Student-athlete's aid counts in another sport

+ = Student-athlete has been over-awarded

> = Team limit exceeded

Contemporaneous Penalties (CP)	Legislated Maximum Team Limit for Sport (x)	CP Team is Subject to in 2018-19 (y)	CP Carried Over from PREVIOUS Academic Year (if any) Applicable to Current Academic Year (z) (N/A in 2005-06)	Maximum Team Limit for This Academic Year (x - y) - z	CP Applicable to 2018-19 Carried Over to 2019-20 (if any)

Form completed by: _____ Title: _____ Telephone: _____ Date: _____

Form approved by: _____ Date: _____

Director of Athletics or Designee Signature: _____ Date: _____

Head Coach's Signature: _____ Date: _____

Additional Signature: _____ Title: _____

Additional Signature: _____ Title: _____

Required by Bylaw 15.5.10.2. File in director of athletics' office.