

**UNIVERSITY OF TENNESSEE, KNOXVILLE**

**RESPONSE TO NCAA NOTICE OF ALLEGATIONS**

**November 21, 2022**

## TABLE OF CONTENTS

	<u>Page</u>
KEY RECORDS LIST .....	iii
INDEX OF AUTHORITIES.....	iv
I. INTRODUCTION .....	1
II. RESPONSES TO ALLEGATIONS .....	11
1. ALLEGATION 1 .....	11
2. ALLEGATION 2 .....	19
3. ALLEGATION 3 .....	23
4. ALLEGATION 4 .....	28
5. ALLEGATION 5 .....	30
6. ALLEGATION 6 .....	33
7. ALLEGATION 7 .....	34
8. ALLEGATION 8 .....	35
9. ALLEGATION 9 .....	41
10. ALLEGATION 10 .....	46
11. ALLEGATION 11 .....	49
12. ALLEGATION 12 .....	53
13. ALLEGATION 13 .....	57
14. ALLEGATION 14 .....	62
15. ALLEGATION 15 .....	64
16. ALLEGATION 16 .....	65
17. ALLEGATION 17 .....	68
18. ALLEGATION 18 .....	71

## TABLE OF CONTENTS—Continued

	<b><u>Page</u></b>
III. AGGRAVATING & MITIGATING FACTORS, CASE LEVEL, AND CLASSIFICATION .....	81
A. Aggravating Factors Identified in the NOA.....	81
B. Mitigating Factors Identified in the NOA.....	83
C. Additional Mitigating Factors Proposed by the University .....	84
D. Analysis of Aggravating and Mitigating Factors and Case Precedent in Support of the University’s Positions .....	85
E. Level and Classification of University’s Case.....	91
IV. Response to Request for Supplemental Information.....	Supp-1

## KEY RECORDS LIST

<b>FI/Exhibit</b>	<b>Description</b>	<b>Allegation(s)</b>
<a href="#"><u>FI-001</u></a>	Report of University's investigation	1-9
<a href="#"><u>FI-002</u></a>	Letter from Chancellor Plowman to Jon Duncan accompanying submission of University's report of investigation to enforcement staff	1-9
<a href="#"><u>FI-008</u></a>	██████████ December 17, 2020, interview transcript	1
<a href="#"><u>FI-011</u></a>	██████████ December 19, 2020, interview transcript	2
<a href="#"><u>FI-012</u></a>	██████████ December 22, 2020, interview transcript	1, 2
<a href="#"><u>FI-013</u></a>	██████████ December 23, 2020, interview transcript	1, 9
<a href="#"><u>FI-014</u></a>	██████████ December 28, 2020, interview transcript	1, 9
<a href="#"><u>FI-020</u></a>	Bethany Gunn January 7, 2021, interview transcript	1-3, 8, 9
<a href="#"><u>FI-021</u></a>	Chantryce Boone January 7, 2021, interview transcript	1, 2, 8, 9
<a href="#"><u>FI-023</u></a>	██████████ and ██████████ January 12, 2021, interview transcript	1
<a href="#"><u>FI-024</u></a>	██████████ ██████████ and ██████████ January 12, 2021, interview transcript	1
<a href="#"><u>FI-026</u></a>	Shelton Felton January 13, 2021, interview transcript	1, 8, 9
<a href="#"><u>FI-027</u></a>	Brian Niedermeyer January 13, 2021, interview transcript	1, 9
<a href="#"><u>FI-028</u></a>	Derrick Ansley January 14, 2021, interview transcript	1
<a href="#"><u>FI-029</u></a>	Jeremy Pruitt January 14, 2021, interview transcript	1, 2, 8, 9
<a href="#"><u>FI-032</u></a>	██████████ January 27, 2021, interview transcript	1
<a href="#"><u>FI-038</u></a>	██████████ February 3, 2021, interview transcript	7
<a href="#"><u>FI-039</u></a>	██████████ February 3, 2021, interview transcript	8
<a href="#"><u>FI-040</u></a>	Drew Hughes February 4, 2021, interview transcript	2, 4, 8
<a href="#"><u>FI-041</u></a>	██████████ February 4, 2021, interview transcript	1, 9
<a href="#"><u>FI-043</u></a>	██████████ February 4, 2021, interview transcript	1

## KEY RECORDS LIST—Continued

<b>FI/Exhibit</b>	<b>Description</b>	<b>Allegation(s)</b>
<a href="#"><u>FI-049</u></a>	February 22, 2021, interview transcript	5
<a href="#"><u>FI-062</u></a>	and March 19, 2021, interview transcript	1
<a href="#"><u>FI-068</u></a>	April 6, 2021, interview transcript	6
<a href="#"><u>FI-070</u></a>	April 15, 2021, interview transcript	2
<a href="#"><u>FI-071</u></a>	April 15, 2021, interview transcript	2
<a href="#"><u>FI-072</u></a>	April 22, 2021, interview transcript	4
<a href="#"><u>FI-073</u></a>	and April 22, 2021, interview transcript	4
<a href="#"><u>FI-077</u></a>	May 11, 2021, interview transcript	1, 3
<a href="#"><u>FI-078</u></a>	May 11, 2021, interview transcript	3
<a href="#"><u>FI-080</u></a>	and May 25, 2021, interview transcript	4
<a href="#"><u>FI-082</u></a>	June 3, 2021, interview transcript	1, 9
<a href="#"><u>FI-083</u></a>	June 3, 2021, interview transcript	8
<a href="#"><u>FI-087</u></a>	Bethany Gunn October 18, 2021, interview transcript	1, 2, 6-8
<a href="#"><u>FI-088</u></a>	October 27, 2021, interview transcript	1, 4, 5, 8
<a href="#"><u>FI-089</u></a>	Drew Hughes November 1, 2021, interview transcript	2-4, 8
<a href="#"><u>FI-091</u></a>	Brian Niedermeyer November 14, 2021, interview transcript	1-5, 7-9
<a href="#"><u>FI-094</u></a>	Adam Tate January 7, 2022, interview transcript	18
<a href="#"><u>FI-095</u></a>	Andrew Donovan January 13, 2022, interview transcript	18
<a href="#"><u>FI-096</u></a>	Casey Pruitt March 7, 2022, interview transcript	1, 3
<a href="#"><u>FI-097</u></a>	Jeremy Pruitt March 7, 2022, interview transcript	2, 3, 8, 9
<a href="#"><u>FI-098</u></a>	Chantryce Boone March 30, 2022, interview transcript	1, 2, 8
<a href="#"><u>FI-099</u></a>	Hotel records	1, 2, 4-8
<a href="#"><u>FI-100</u></a>	Meal and entertainment records	1, 9

**KEY RECORDS LIST—Continued**

<b>FI/Exhibit</b>	<b>Description</b>	<b>Allegation(s)</b>
<a href="#"><u>FI-101</u></a>	Bethany Gunn personal cell phone text messages	1-9
<a href="#"><u>FI-103</u></a>	Chantryce Boone personal cell phone text messages	1, 2, 8, 9
<a href="#"><u>FI-149</u></a>	Security footage from Crowne Plaza Hotel front desk	1
<a href="#"><u>FI-165</u></a>	Text messages between [REDACTED] and [REDACTED]	1, 9
<a href="#"><u>FI-169</u></a>	Records provided by [REDACTED] concerning impermissible benefits	3
<a href="#"><u>FI-173</u></a>	Records provided by [REDACTED] concerning impermissible benefits	2
<a href="#"><u>FI-182</u></a>	Compliance records concerning the NCAA COVID dead period	17, 18
<a href="#"><u>Exhibit 1</u></a>	Compilation of phone records of former football personnel	1, 3, 9, 12
<a href="#"><u>Exhibit 2</u></a>	Notes from athletics compliance attending daily football staff meetings	17, 18
<a href="#"><u>Exhibit 5</u></a>	Other rules-education materials provided to football	17, 18

## INDEX OF AUTHORITIES

Name	Allegation(s) or Section(s)
<b>Case Precedent</b>	
<a href="#"><u>University of Mississippi</u></a> (2017)	Self-imposed penalties; aggravating and mitigating factors
<a href="#"><u>University of Northern Colorado</u></a> (2017)	Aggravating and mitigating factors
<a href="#"><u>University of Oregon</u></a> (2018)	Aggravating and mitigating factors
<a href="#"><u>Georgia Institute of Technology</u></a> (2019) ( <i>and related IAC decisions</i> )	Self-imposed penalties; aggravating and mitigating factors
<a href="#"><u>University of Houston</u></a> (2019)	Aggravating and mitigating factors
<a href="#"><u>Texas Christian University</u></a> (2019)	Aggravating and mitigating factors
<a href="#"><u>University of Akron</u></a> (2021)	Aggravating and mitigating factors
<a href="#"><u>Louisiana State University</u></a> (2022)	Aggravating and mitigating factors
<b>Constitution and Bylaws</b>	
Constitution 2.8.1	18
Bylaw 10.1 et seq.	10-16
Bylaw 11.1.1.1	17
Bylaw 12.11.1	2-4, 6-9
Bylaw 13.02.5.5	1
Bylaw 13.2.1 et. seq.	1-8
Bylaw 13.5.3	1, 2, 5, 8
Bylaw 13.7.3.1 et seq.	1-8
Bylaw 13.8.1	1, 5, 8
Bylaw 16.8.1	2-4, 6-9
Bylaw 16.11.2.1 et seq.	2, 3, 9
Bylaw 19.2.3 et seq.	12, 16

## INDEX OF AUTHORITIES—Continued

<b>Internal Operating Procedures</b>	
<a href="#"><u>Enforcement IOP 2-4-2</u></a>	17
<a href="#"><u>Enforcement IOP 2-4-4</u></a>	18
<b>Other Authorities</b>	
<a href="#"><u>Division I Proposal R-2020-1</u></a>	1, 9
<a href="#"><u>Division I Proposal 2022-17</u></a>	Self-imposed penalties, aggravating and mitigating factors
<a href="#"><u>Transformation Committee Meeting Minutes for April 18, May 3 and 10, 2022</u></a>	Self-imposed penalties, aggravating and mitigating factors
<a href="#"><u>NAAC Reasonable Standards</u></a>	18



## **I. INTRODUCTION**

This is the University of Tennessee, Knoxville's (University, Tennessee or institution) Response to the NCAA enforcement staff's July 22, 2022, Notice of Allegations (NOA) concerning violations in the football program.

The University is committed to upholding the principles of integrity and fairness in administering its 20 intercollegiate athletics programs. University leadership, beginning with the Chancellor, consistently communicates to all athletics personnel and coaches the institution's expectations that they shall comply with all NCAA obligations and prioritize the welfare of the nearly 600 Tennessee student-athletes. Unfortunately, this case demonstrates that several former football coaches and noncoaching staff members, including former head football coach Jeremy Pruitt (J. Pruitt), disregarded the University's compliance expectations by knowingly committing serious violations.

Throughout this case, the University has demonstrated its unparalleled commitment to integrity, and the Chancellor has led the institution's efforts to (i) thoroughly investigate and process the violations, (ii) hold accountable those responsible for the infractions, and (iii) ensure that current football student-athletes who had no role in what transpired would not suffer the consequences for the violations. Every decision made by the University has been rooted in promptly uncovering and reporting the truth of what occurred, as illustrated by the fact that nearly all of the underlying violations in the NOA are based upon the evidence and findings detailed in the University's report of investigation. [FI-001](#) and [FI-002](#). As a result, the University is in substantial, although not complete, agreement with the enforcement staff that the information in Allegations 1 through 9 is correct and that violations occurred.

This infractions case comes before a Hearing Panel (Panel) of the Division I Committee on Infractions (COI) at a time of significant transformation to the Collegiate Model generally and infractions program specifically. Intercollegiate athletics looks dramatically different today than when the University commenced this investigation more than two years ago. Accordingly, the Panel's review and consideration of this case must account for these changes, namely (i) name, image and likeness (NIL) rights for student-

athletes, (ii) the NCAA transfer portal<sup>1</sup>, (iii) the *Alston* decision, and (iv) significant enhancements to the enforcement process that are set to take effect in January 2023 following the adoption of the new NCAA Constitution and the implementation of recommendations by the Division I Transformation Committee. Of particular importance to this case, the Panel must also consider revised expectations of member institutions to cooperate in investigations and an ongoing re-examination of core penalties. The University's handling of this case aligns precisely with the spirit and intent of these reforms, including (i) ensuring active involvement and participation by the Chancellor, (ii) vigorously detecting and investigating violations (including through accessing electronic devices), (iii) reporting findings to the NCAA, (iv) self-imposing meaningful penalties and corrective actions, and (v) prioritizing the welfare and interests of student-athletes.

Moreover, the changing intercollegiate athletics environment demands a new approach to enforcement and the manner in which member institutions are held accountable for violations, particularly those violations that result from the intentional and deceptive acts of individuals. The application of traditional penalties that negatively impact the student-athlete experience does not align with the reality of this new era, and some of the most severe penalties (i.e., postseason bans) are unfair, counterproductive, and place a significant portion of accountability for the violations on student-athletes and coaches who had no responsibility for the violations. As detailed in this Response, the University has taken significant actions stemming from the underlying violations, including terminating the employment of those individuals who had knowledge of and/or involvement in violations, but it has not self-imposed a postseason bowl ban or other limitations on the competitive opportunities for its student-athletes. The University respectfully urges the Panel to conclude the same, particularly given the extraordinary level of involvement and cooperation by the University in this case.

---

<sup>1</sup> The reforms to NCAA transfer legislation had two significant impacts in this case: (1) following the 2021 season, the University's football program led the nation in the number of student-athletes who transferred out of an institution, which was precipitated largely by the institution's first self-imposed penalty – the prompt termination of J. Pruitt and others on his staff; and (2) [REDACTED]

The enforcement staff expressly credited the University for its investigation and efforts in this matter by citing its “exemplary cooperation” as “the standard for any institutional inquiries into potential violations.” The University acknowledges and appreciates the staff’s endorsement, and also notes that on August 31, 2022, approximately six weeks after the issuance of the NOA, the Division I Board of Directors adopted [Proposal 2022-17](#) as emergency legislation, with an effective date of January 1, 2023. Among other objectives, that reform was intended to improve cooperation in the infractions process, and it includes additional mitigating factors that will soon be available to institutions in the infractions process. Many of the new factors align with the University’s actions in this case and should also be considered by the Panel, including:

- Exemplary cooperation for institutional and athletics leadership embracing and exceeding the responsibility to cooperate (future Bylaw 19.2.1.1).
- Exemplary cooperation for volunteering all pertinent information the institution possesses or should reasonably be expected to possess to further the mission of the infractions process [future Bylaw 19.12.4.1-(g)-1].
- Securing the meaningful cooperation of individuals who does not have an affirmative obligation to cooperate under Bylaw 19.2.1 [future Bylaw 19.12.4.1-(i)].

The University’s actions relevant to this case began well before its discovery of violations, and the enforcement staff’s allegation that the University “failed to monitor” its football program is not supported by the facts. As detailed more fully in response to Allegation 18, the University’s athletics compliance staff went to considerable effort to educate and monitor the football staff, including, as one pertinent example, the provision of rules education concerning the COVID dead period recruiting restrictions on more than 30 separate occasions between April and December 2020. The University’s efforts to monitor the football program were no less rigorous and included placing an experienced athletics compliance staff member directly in the football offices throughout J. Pruitt’s tenure. In short, the University’s expectations for NCAA rules compliance were clear, yet J. Pruitt and his staff repeatedly deceived the University to such a degree that compliance staff could not reasonably prevent, or immediately detect, the intentional misconduct that occurred in this case.

### Overview

The most serious violations in this case include instances of football staff members providing direct cash payments to football student-athletes, prospective football student-athletes and their family members, including payments from J. Pruitt and his wife, Casey Pruitt (C. Pruitt) [Allegations 2-b-(1), 3-a-(3), and 3-b-(2)]. Additionally, football personnel arranged and/or provided significant impermissible inducements in connection with prospective football student-athletes' recruiting visits to Knoxville in the form of hotel lodging, meals, entertainment and other benefits. [Allegations 1, 2-a, 3-a, and 4 through 8]. In some instances, football personnel continued to provide impermissible benefits to family members after the prospects enrolled at the University. [Allegations 2-b and 3-b]. Football student-athletes also received impermissible benefits, including cash, from football personnel to host visiting prospects. [Allegation 9].

From November 2020 through May 2021, the University conducted more than 120 interviews and collected hundreds of thousands of records, including vast amounts of data retrieved from the imaging of cell phones and extensive records from local Knoxville businesses. The University's decision to image cell phones early in the investigation was the key step to discovering the violations now detailed in the NOA – most if not all of which would likely have gone undetected – and stopping the violations.

University investigators<sup>2</sup> spent considerable time and resources to review, evaluate and cite to the voluminous case record, which included over 230,000 pages of forensically imaged cell phone data, and to produce a report of the investigation (and all related evidence) to the NCAA enforcement staff in a manner that would expedite the staff's supplemental investigation. In addition to collecting and producing the overwhelming majority of the factual record in this case, University investigators sought and obtained numerous interviews and records from third parties who had no obligation to cooperate in the investigation.

The University's report makes clear that the institution engaged in a prompt, thorough and efficient investigation of the facts to determine the full scope of violations (and potential violations) that occurred. Beginning with the University's initial verbal report to the Vice President of Enforcement and continuing

---

<sup>2</sup> "University investigators" is used throughout this Response to identify, collectively, representatives from the University's athletics compliance office, Office of the General Counsel and outside counsel.

throughout the investigation, the institution advised the staff as new issues arose and often sought the staff's guidance and assistance.

*Timeline of investigation*

On November 13, 2020, an athletics department staff member raised a concern to the Office of the Chancellor that certain football student-athletes had been or were being "paid." That information was immediately relayed to the athletics compliance office and the University's General Counsel. On November 17, then senior associate athletics director for regulatory affairs Andrew Donovan (Donovan) met with the reporting party, during which they described overhearing remarks in and around the program that football personnel, including then assistant football coach Brian Niedermeyer (Niedermeyer) were paying football student-athletes. Two days later, the University engaged outside counsel to conduct a complete and thorough examination of the reported information.

On November 23 and 24, University investigators interviewed 13 football staff members, student workers, student-athletes and other athletics staff members. During those interviews, an athletics department staff member reported that they had recently participated in a discussion wherein an undergraduate student worker suggested that Niedermeyer had paid for nail salon visits for family members of visiting football prospective student-athletes. [FI-006](#). The identified student worker was interviewed and reported that in August 2020, they had been asked by then director of football recruiting Bethany Gunn (Gunn) to arrange services at a local nail salon for [REDACTED] mother of then prospective football student-athlete [REDACTED] ([REDACTED] [FI-007](#) and [FI-008](#). Thereafter, University investigators collected and reviewed phone records from the student worker and University phone records for the football staff. [Exhibit 1](#).<sup>3</sup>

The phone records revealed patterns of sequential calls between [REDACTED] football staff members and various local businesses during the weekends of August 14-16 and August 28-30, 2020. That

---

<sup>3</sup> [Exhibit 1](#) to the University's Response was originally provided to the enforcement staff with the report of investigation as "[Exhibit007 MiscPhoneRecords Tennessee 01225](#)," which the staff made available in the Other Information folder on the Secure Filing System. The exhibit is a compilation of relevant phone records used in the University's investigation to identify potential violations.

information led University investigators to seek records directly from the local businesses. The records supported that [REDACTED] and members of his family had visited Knoxville during the weekends of August 14-16 and August 28-30, and that football personnel, including Gunn, had likely arranged and/or paid for their hotel accommodations, meals, entertainment and other activities. [Allegations 1-b and 1-d].

The phone records also showed similar patterns of calls on other weekends during the fall of 2020, which suggested that Gunn and other recruiting staff members – including then assistant director of recruiting Chantryce Boone (Boone) and then student worker for football [REDACTED] – had potentially arranged and/or provided similar impermissible benefits to additional prospects during the COVID dead period. The University continued its efforts to collect documentation from Knoxville businesses, which ultimately yielded hundreds of receipts and other records detailing impermissible hotel stays, meals, entertainment and other benefits arranged and/or provided by the football program. [FI-099](#) and [FI-100](#). In total, those records gathered by the University substantiated impermissible hotel stays by six prospects on nine weekends from late July to mid-November 2020. [FI-099](#), pp. 185-195, 202-246, 254-268, 294-297, 300-318, 324-330. In many instances, the records noted that the hotel rooms were prepaid in cash several hours before the prospect(s) and their companion(s) arrived in Knoxville. In one instance, a cooperating hotel provided the University with access to security footage that showed [REDACTED] paying cash for hotel lodging for then prospective football student-athlete [REDACTED] and his companions on the weekend of November 14-15, 2020. [Allegation 1-i]. [FI-149](#).

On December 9, University outside counsel notified the enforcement staff of the information that had been developed to date and the institution's intended next steps. The enforcement staff encouraged the University to continue its investigative efforts. Also on this date, University investigators arranged for an outside vendor to forensically image cell phones belonging to Boone, Gunn, Niedermeyer and then assistant football coach Shelton Felton (Felton), which produced hundreds of thousands of pages of text messages, phone calls and other valuable electronically-stored information (e.g., voice memos sent via text message

in which staff members discussed the impermissible benefits they were arranging).<sup>4</sup> Upon a cursory review of text messages from those devices, it was apparent that violations had occurred during the COVID dead period, including that Boone, Gunn, [REDACTED] and other recruiting staff members had facilitated and/or provided cash to then current football student-athletes to entertain visiting prospects. [NOTE: University investigators continued to review the cell phone data for several weeks thereafter, which uncovered similar violations dating back to the fall of 2018.]

From December 7, 2020, through January 14, 2021, University investigators conducted interviews of: (i) football student-athletes, (ii) prospective football student-athletes and their families, and (iii) football coaches and noncoaching staff members, including J. Pruitt, Niedermeyer, Felton, then assistant football coach Derrick Ansley (Ansley), Boone, Gunn and [REDACTED]. In most instances, the enforcement staff participated in those interviews. The interviews focused on visits during the COVID dead period, but some interviews also addressed earlier issues, including possible violations concerning then football student-athlete [REDACTED]. [Allegation 2].

During the interviews of [REDACTED] and prospective football student-athlete [REDACTED] and their parents, they acknowledged receiving free hotel lodging, meals, entertainment, and/or other benefits (e.g., nail treatments, University-branded clothing) on visits to Knoxville. [Allegations 1-a through 1-d, and 1-f]. [FI-023](#) and [FI-024](#). [REDACTED] [REDACTED] were also interviewed, and they generally acknowledged receiving cash and other benefits from Gunn, [REDACTED] and others in the recruiting office to entertain prospects. [Allegations 9-d and 9-f]. [FI-009](#), [FI-010](#), [FI-012](#) and [FI-013](#). [REDACTED]

[REDACTED]<sup>5</sup>

---

<sup>4</sup> The four individuals' University-issued and personal cell phones were provided voluntarily after outside counsel, University counsel and athletics compliance staff advised the individuals of their obligations under NCAA bylaws and University policy.

<sup>5</sup> [REDACTED] were also interviewed later in the investigation concerning these issues and other violations [REDACTED]. [REDACTED] were interviewed under grants of limited immunity. [FI-059](#), [FI-070](#) and [FI-082](#).

Boone, Gunn, [REDACTED] and other recruiting staff members and student workers identified through a review of text messages and phone records largely acknowledged their roles in arranging, providing, and/or facilitating impermissible benefits for visiting prospects and/or their families. [FI-008](#), [FI-014](#), [FI-015](#), [FI-016](#), [FI-017](#), [FI-020](#) and [FI-021](#). For instance, during her January 7, 2021, interview, Gunn acknowledged that she coordinated free hotel stays, meals and entertainment, but repeatedly (and incredulously) claimed that she was solely responsible for orchestrating and funding the visits, and that none of the coaching staff members were aware of or involved in the violations. [REDACTED] reported that he received cash from Niedermeyer on multiple occasions to pay for impermissible benefits for prospects. [FI-014](#), pp. 30, 33-34. In the January 2021 interviews of Ansley, Felton, J. Pruitt and Niedermeyer, the four coaches claimed having only limited knowledge of the prospects' visits to Knoxville during the COVID dead period and generally denied knowledge of and/or involvement in arranging or providing impermissible benefits. [FI-026](#), [FI-027](#), [FI-028](#) and [FI-029](#). Based on the information in the record, the University determined that the testimony of J. Pruitt and his assistant coaches lacked credibility.

Between January 18-19, 2021, the Chancellor terminated the employment of J. Pruitt, Niedermeyer, Felton and seven other football staff members, including Gunn and other recruiting staff members and assistant coaches. Additionally, the then director of athletics concurrently stepped down from his position. Ansley resigned his position two weeks later to accept a coaching position in the National Football League.

From late January through March 2021, University investigators interviewed approximately 50 additional individuals, based upon information obtained from cell phone data, hotel records and other factual information. Also in March, interviews were sought for [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] At that time, [REDACTED]

[REDACTED], and the enforcement staff sought limited immunity for these three student-athletes.



The Chair of the COI granted the requests, and the interviews were conducted in April and May 2021.<sup>6</sup> [FI-070](#), [FI-071](#), [FI-072](#), [FI-073](#), [FI-077](#), [FI-078](#) and [FI-080](#).

In summary, the [REDACTED] families reported that they had received significant impermissible benefits during the three prospects' recruitment by, and enrollment at, the University. Among the benefits reported were: (i) a \$3,000 cash disbursement from J. Pruitt to [REDACTED] to assist her with paying a delinquent medical bill [Allegation 2-b-(1)]; (ii) a \$6,000 cash disbursement from J. Pruitt to [REDACTED] for use to purchase a new vehicle [Allegation 3-a-(3)]; and (iii) a series of \$500 cash disbursements from C. Pruitt to [REDACTED] towards the monthly car note on that newly-acquired vehicle [Allegation 3-b-(1)]. [REDACTED] also reported receiving two separate \$1,600 cash disbursements towards her Knoxville rental home: an initial payment directly from C. Pruitt and a second from Niedermeyer that was facilitated by C. Pruitt. [Allegation 3-b-(2)]. [REDACTED] and [REDACTED] produced documentation to support the information they reported about the cash payments. [FI-169](#) and [FI-173](#).

Between spring and fall 2021, University investigators and the enforcement staff worked to complete the remaining portions of the investigation, including interviews of J. Pruitt, C. Pruitt, Niedermeyer, Gunn and others. The University also provided the enforcement staff the voluminous pertinent factual record it had gathered during the investigation, and on November 3, 2021, the University submitted a comprehensive report of its investigation to the staff. [FI-001](#) and [FI-002](#). Continuing through fall 2022, the University and enforcement staff worked collaboratively to vet other issues and allegations, and to process the case in an expedient and efficient manner.

#### Summary of allegations

Allegations 1 through 9 concern the arrangement and/or provision of impermissible benefits to prospects, enrolled student-athletes and/or their parents or coaches as referenced in the Overview, above, and detailed in the institution's report of investigation. The University largely acknowledges the alleged activity occurred and accepts its responsibility for these violations.

---

<sup>6</sup> [REDACTED] were interviewed a second time during this time period based on conflicting information that had been developed after their initial interview.

Allegations 10 through 17 represent derivative charges for seven involved individuals, including unethical conduct, failures to cooperate and head coach responsibility. Overall, the University agrees these derivative charges are supported by the record such that the Panel could make findings. However, the University submits that the weight and accountability for these charges should rest overwhelmingly with the involved individuals and not the institution.

Allegation 18 is the enforcement staff's charge that the University "failed to adequately monitor its football program's arrangement of unofficial visits and to ensure compliance with NCAA recruiting legislation." The University respectfully disagrees that this allegation is supported by the evidence. It has detailed its position in response to the allegation and included significant contemporaneous documentation of its efforts to educate and monitor the football program, including during the COVID dead period. Despite the University's best efforts to provide comprehensive rules education and a consistent monitoring presence in and around the program, certain football coaches and noncoaching staff members engaged in deliberate violations and made every effort to conceal their misconduct.

*Summary of University's position regarding case classification and self-imposed penalties*

The University agrees that this case is appropriately classified as Level I. As detailed later in this Response, the University believes this case should be classified at Level I – Mitigated for the institution, based upon an analysis of the weight and number of applicable aggravating and mitigating factors, in particular the institution's exemplary cooperation.

As a result of the case, the University has taken significant actions stemming from the underlying violations, including terminating the employment of those individuals who had knowledge of and/or involvement in violations, and self-imposing multiple core penalties codified in Bylaw 19.9.5. The enforcement staff has been informed of the penalties self-imposed to date, and as of the filing of this Response, the University is continuing to consider the application of additional self-imposed penalties reflective of the scope of the case. Accordingly, the University will supplement this Response prior to the hearing with a comprehensive list of all self-imposed penalties and corrective actions in accordance with Bylaw 19.7.5.

## II. RESPONSES TO ALLEGATIONS

### 1. [NCAA Division I Manual Bylaws 11.7.4.2, 13.02.5.5,<sup>7</sup> 13.1.2.7, 13.2.1, 13.2.1.1-(b), 13.2.1.1-(g), 13.5.3, 13.7.3.1, 13.7.3.1.2, 13.7.5 and 13.8.1 (2019-20 and 2020-21) and 13.1.2.1 (2020-21)]

It is alleged that on nine separate weekends from July through November 2020, during the COVID-19 recruiting dead period, the football program, including Brian Niedermeyer (Niedermeyer), then assistant football coach, and Bethany Gunn (Gunn), then director of recruiting, funded approximately \$12,173 in impermissible recruiting inducements and unofficial visit expenses for six football prospective student-athletes and their respective family members and individuals associated with the prospective student-athletes (IAWP) to visit the Knoxville, Tennessee, area.<sup>8</sup> Additionally, Derrick Ansley (Ansley), then assistant football coach; Chantryce Boone (Boone), then assistant director of recruiting; Shelton Felton (Felton), then assistant football coach; Gunn; [REDACTED] ([REDACTED] then football recruiting assistant; Niedermeyer; Jeremy Pruitt (J. Pruitt), then head football coach; Casey Pruitt (C. Pruitt), representative of the institution's athletics interests and J. Pruitt's wife; and other football staff members knowingly arranged for and/or provided impermissible unofficial visit activities, recruiting inducements and impermissible contacts. Specifically:

*[numbered subparts to subparagraphs a. through i. omitted for brevity.]*

- a. For July 24 through 26 unofficial visits during the COVID-19 recruiting dead period, the football program, including Gunn and Niedermeyer funded the visits and Felton, Gunn and Niedermeyer knowingly planned and arranged the visits, which provided approximately \$2,057 in impermissible recruiting inducements to football prospective student-athlete [REDACTED]; football prospective student-athlete [REDACTED]; and [REDACTED]. Further, Felton, Gunn, [REDACTED] Niedermeyer and/or J. Pruitt facilitated impermissible unofficial visit activities, contacts, inducements and entertainment for IAWPs.
- b. For an August 14 through 16 unofficial visit during the COVID-19 recruiting dead period, the football program, including Gunn and Niedermeyer funded and Felton, Gunn and Niedermeyer knowingly planned and arranged the visit, which provided [REDACTED] and his family approximately \$1,893 in impermissible recruiting inducements. Further, Boone, Felton, Gunn, [REDACTED] Niedermeyer, C. Pruitt, a student recruiting assistant and/or recruiting staff members, facilitated impermissible unofficial visit activities, inducements and contacts.
- c. For an August 22 through 23 unofficial visit during the COVID-19 recruiting dead period, the football program, including Gunn and Niedermeyer funded and Ansley, Gunn and Niedermeyer knowingly planned and arranged the visit, which provided football prospective student-athlete [REDACTED] ([REDACTED] his family and his coach approximately \$544 in impermissible recruiting inducements. Further, Boone, Gunn, [REDACTED] and/or other recruiting assistants, facilitated the impermissible unofficial visit activities and inducements.

<sup>7</sup> As a result of the COVID-19 pandemic, the NCAA Division I Council adopted [Division I Proposal R-2020-1](#), which established a temporary recruiting dead period (as defined in Bylaw 13.02.5.5) that went into effect on March 13, 2020, and ran through May 31, 2021.

<sup>8</sup> Four prospective student-athletes' high school/non scholastic coaches or extended family, who were IAWPs, accompanied the prospects on the visits.

- d. For an August 28 through 30 unofficial visit during the COVID-19 recruiting dead period, the football program, including Gunn and Niedermeyer funded and Felton, Gunn and Niedermeyer knowingly planned and arranged the visit, which provided [REDACTED] and his family approximately \$1,257 in impermissible recruiting inducements. Further, Boone, Felton, Gunn, [REDACTED] and/or a student recruiting assistant, facilitated impermissible unofficial visit activities, inducements and contacts.
- e. For a September 19 and 20 unofficial visit during the COVID-19 recruiting dead period, the football program, including Gunn and Niedermeyer funded and Felton, Gunn, [REDACTED] and Niedermeyer knowingly provided [REDACTED] and his coach \$241 in impermissible recruiting inducements in the form of two room reservations for a one-night stay at the Crowne Plaza hotel. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2020-21)]
- f. For October 2 through 4 unofficial visits during the COVID-19 recruiting dead period, the football program, including Gunn and Niedermeyer funded and Felton, Gunn and Niedermeyer knowingly planned and arranged the visits, which provided [REDACTED] and his coach and [REDACTED] and his family approximately \$2,424 in impermissible recruiting inducements. Further, Boone, Gunn, [REDACTED] and/or two recruiting staff members facilitated the impermissible unofficial visit activities, inducements and/or contacts.
- g. For an October 8 through 12 unofficial visit during the COVID-19 recruiting dead period, the football program, including Gunn and Niedermeyer funded and Gunn and Niedermeyer knowingly planned and arranged the visit, which provided football prospective student-athlete [REDACTED] ([REDACTED] his family and his coach approximately \$2,677 in impermissible recruiting inducements. Further, Boone, Gunn, [REDACTED] and/or two football recruiting staff members facilitated the impermissible unofficial visit activities, inducements and contact.
- h. For October 24 and 25 unofficial visits during the COVID-19 recruiting dead period, the football program, including Gunn and Niedermeyer funded and Felton, Gunn and Niedermeyer knowingly planned and arranged the visits, which provided [REDACTED] and his coach, [REDACTED] and his family and then football prospective student-athlete [REDACTED] ([REDACTED] approximately \$777 in impermissible recruiting inducements. Further, Gunn and members of the recruiting staff facilitated the impermissible unofficial visit activities and inducements.
- i. For a November 13 and 14 unofficial visit during the COVID-19 recruiting dead period, the football program, including Gunn and Niedermeyer funded and Gunn and Niedermeyer knowingly planned and arranged the visit, which provided [REDACTED] [REDACTED] approximately \$423 in impermissible recruiting inducements. Further, [REDACTED] Niedermeyer and a then football quality control analyst facilitated the impermissible unofficial visit activities. Additionally, Niedermeyer and the then football quality control analyst had impermissible contact and arranged for impermissible hosts to have impermissible contact during a dead period with [REDACTED].

## **UNIVERSITY'S CONCLUSION**

The University agrees that the information in Allegation 1 is substantially correct, that violations occurred and that the violations are collectively Level I. A detailed review of the evidence and testimony

concerning this allegation is provided below and in the report of the University's investigation. [FI-001](#), pp. 13-61.

The enforcement staff has attributed a varying range of culpability to the individuals it identifies in Allegation 1 and the subparagraphs therein (i.e., "knowingly arranging, providing and/or funding" impermissible inducements and extra benefits). The University recognizes and accepts its institutional responsibility for the violations regardless of which individual(s) the Panel finds culpable for a particular violation(s). To the extent a particular individual's role in a violation is clear, the University noted that information in its report concerning the violations.

### **REVIEW OF THE EVIDENCE**

As detailed in the Introduction, the University discovered the violations detailed in Allegation 1 within weeks of when the impermissible activities last occurred. [Allegation 1-i]. It promptly reported the potential violations and a summary of its investigation to the enforcement staff.

In summary, the factual information supports that on nine weekends from July 24 through November 14, 2020, during the COVID dead period, multiple football coaches and recruiting staff members knowingly arranged, provided, funded and/or were otherwise involved in a series impermissible recruiting inducements concerning six then prospective football student-athletes and/or their companions in connection with visits to Knoxville. The majority of the inducements were consistent with the types of arrangements that are provided (permissibly) in connection with official visits (i.e., hotel lodging, meals and entertainment). However, on certain occasions, the prospects and/or their companions also received inducements beyond typical official visit benefits, including University-branded clothing, transportation, entertainment and other arrangements (e.g., home tour). On several occasions, coaches, staff and student-athletes engaged in impermissible recruiting contacts with the prospects and/or their companions.

None of the six involved prospects ultimately enrolled at the University, nor have they served any penalty/sanction for their role in the violations.

Because of the similarities in the violations detailed in Allegations 1-a through 1-i, the University has summarized the relevant factual information by the category of the inducement/benefit and provided further information concerning specific prospective student-athletes where necessary.

#### Hotel lodging

The factual information (e.g., phone records, hotel records) supports that Gunn typically contacted the hotel within one or two days of the projected visit to reserve the number and type (i.e., single bed, two beds) of rooms necessary to accommodate the prospects and their companions. [FI-020](#) (Gunn int.), pp. 21, 99-100, 121, 141 and [Exhibit 1](#) (phone records). Prior to the arrival of the prospects and their companions, [REDACTED] typically delivered cash to the hotel to pay for the room(s); [REDACTED] acknowledged receiving money from Gunn and Niedermeyer for this purpose. [FI-014](#) ([REDACTED] int.), pp. 6-9, 20, 22, 25, 27-28, 30-31, 33-36. In one instance [Allegation 1-i], a cooperating hotel provided the University with video showing [REDACTED] paying for the rooms in advance of the prospect's visit. [FI-149](#).

To a significant degree, the prospects and their companions acknowledged that they did not pay for hotel lodging (or other benefits) during the visits. For example, [REDACTED] mother of [REDACTED] reported that she never reserved or paid for hotel stays (or meals and entertainment) when visiting Knoxville, and that Gunn told her these expenses would be "taken care of." [FI-023](#), pp. 24, 29-33. The University – primarily due to the efforts of Donovan – obtained hotel folios and other records for *nearly every* impermissible hotel stay identified in this case (as well as receipts and other records for many of the impermissible meals and entertainment activities, detailed below). The hotel records provided a timeline establishing the dates and times reservations and payments were made and when the prospects checked in. [FI-099](#). Combined with phone records and text messages that the University obtained, the hotel records were vital to uncovering and substantiating the violations detailed in these allegations.

Below are citations to select FIs concerning the impermissible hotel stays noted in Allegation 1:

- Allegation 1-a (July 24-26, 2020 – [REDACTED] and [REDACTED] [FI-014](#) ([REDACTED] int.), p. 5; [FI-020](#) (Gunn int.), pp. 20-26; [FI-023](#) ([REDACTED] int.), pp. 10-11; [FI-035](#) ([REDACTED] int.), pp. 11, 27; [FI-057](#) ([REDACTED] int.), pp. 8-11; [FI-060](#) ([REDACTED] int.), pp. 5-6; [FI-079](#) ([REDACTED] int.), pp. 17-19; [FI-099](#) (hotel records), 185-195; [Exhibit 1](#) (phone records).
- Allegation 1-b (August 14-16, 2020 – [REDACTED] [FI-014](#) ([REDACTED] int.), pp. 20-21; [FI-020](#) (Gunn int.), pp. 36-41; [FI-023](#) ([REDACTED] int.), pp. 24-29, 33; [FI-099](#) (hotel records), pp. 200-205; [FI-101](#) (Gunn texts), p. 23571; [Exhibit 1](#) (phone records).
- Allegation 1-c (August 22-23, 2020 – [REDACTED] [FI-014](#) ([REDACTED] int.), pp. 24, 26; [FI-020](#) (Gunn int.), pp. 105, 112-114, 130-131; [FI-024](#) ([REDACTED] int.), p. 36; [FI-099](#) (hotel records), pp. 206-226; [FI-101](#) (Gunn texts), pp. 6970-6971; [FI-170](#) ([REDACTED] bank records); [Exhibit 1](#) (phone records).
- Allegation 1-d (August 28-30, 2020 – [REDACTED] [FI-014](#) ([REDACTED] int.), pp. 20, 24, 26-27; [FI-020](#) (Gunn int.), pp. 131-132; [FI-023](#) ([REDACTED] int.), pp. 46-47; [FI-099](#) (hotel records), pp. 227-242; [FI-101](#) (Gunn texts), pp. 3153-3157; [FI-147](#), p. 5 (Gunn notebook excerpts); [Exhibit 1](#) (phone records).
- Allegation 1-e (September 19-20, 2020 – [REDACTED] [FI-014](#) ([REDACTED] int.), p. 23; [FI-035](#) ([REDACTED] int.), p. 21; [FI-060](#) ([REDACTED] int.), pp. 9-10; [FI-099](#) (hotel records), pp. 243-246; [Exhibit 1](#) (phone records).
- Allegation 1-f (October 2-4, 2020 – [REDACTED] and [REDACTED] [FI-014](#) ([REDACTED] int.), pp. 20-23; [FI-023](#) ([REDACTED] int.), pp. 43, 48-51; [FI-035](#) ([REDACTED] int.), pp. 25-27; [FI-060](#) ([REDACTED] int.), pp. 12-13; [FI-099](#) (hotel records), pp. 254-263; [FI-101](#) (Gunn texts), pp. 2067-2068, 7212-7213, 27300-27318, 27327, 27330-27331; [Exhibit 1](#) (phone records).
- Allegation 1-g (October 8-12, 2020 – [REDACTED] [FI-014](#) ([REDACTED] int.), pp. 22, 32; [FI-020](#) (Gunn int.), pp. 139-141, 150; [FI-062](#) ([REDACTED] int.), pp. 7-9, 11; [FI-063](#) ([REDACTED] int.), pp. 4, 9-10; [FI-099](#) (hotel records), pp. 264-268; [FI-101](#) (Gunn texts), pp. 23584-23585; [Exhibit 1](#) (phone records).
- Allegation 1-h (October 24-25, 2020 – [REDACTED] and [REDACTED] [FI-014](#) ([REDACTED] int.), pp. 22, 26; [FI-024](#) ([REDACTED] int.), pp. 14-17, 36; [FI-099](#) (hotel records), pp. 294-297, 300-318; [FI-170](#) ([REDACTED] family bank records).

[NOTE: The factual information does not support that prospective football student-athlete [REDACTED] ([REDACTED] received impermissible hotel lodging on this occasion. Although Gunn made a reservation for [REDACTED] and his father reported that he stayed at a different hotel property booked by his father and provided supporting documentation. [FI-099](#), p. 323.]

- Allegation 1-i (November 13-14, 2020 – [REDACTED] [FI-014](#) ([REDACTED] int.), pp. 21, 26-28; [FI-031](#) ([REDACTED] int.), pp. 9-10, 15-16, 21; [FI-032](#) ([REDACTED] int.), pp. 6-8; [FI-043](#) ([REDACTED] int.), pp. 20-25; [FI-099](#) (hotel records), pp. 324-330; [FI-101](#) (Gunn texts), pp. 23596-23598; [FI-149](#) (hotel security footage).

Meals, entertainment and other impermissible benefits (e.g., clothing, home tour, nail salon visit)

Impermissible meals, entertainment and other benefits were arranged and/or provided in a manner similar to the hotel lodging. The majority of the records relating to these inducements are provided in [FI-100](#). The factual information supports that Boone, Gunn and other football recruiting staff members typically called the dining/entertainment establishment to make a reservation. In so doing, the staff member would request that the business hold the bill for the meal/entertainment/benefit so that someone from the University (commonly, ██████ could deliver payment afterwards. This system, with minor variations depending on the parties involved, was used to arrange inducements during all nine visit weekends.

Additionally, on several occasions, current football student-athletes (and in one instance, the parent of a current student-athlete) were asked by football coaches and/or recruiting staff members to serve as hosts for visiting prospects. The factual information supports that on multiple occasions, football staff members – specifically, Niedermeyer, Gunn, Boone and ██████ – provided cash to the student-athlete host (typically, approximately \$100) to entertain/feed the prospect. [NOTE: The enforcement staff separated the impermissible student-athlete hosting of prospects (Bylaw 13) and receipt of host money (Bylaw 16) into Allegations 1 and 9, but the violations are tied to the same underlying conduct.]

The evidence and testimony supports that multiple football coaches, including former head coach J. Pruitt, were aware of and/or facilitated the impermissible activities that occurred during the prospects' visits. For instance, in a text message exchange between Felton and Gunn during ██████ August 14-16 visit [Allegation 1-b], Felton sent a message to Gunn: "I told him (J. Pruitt) you had it all set up." [FI-101](#), p. 28241. Toward the end of the visit, Gunn and Felton discussed the "premier experience" provided to ██████ and his family. [FI-101](#), p. 28252. J. Pruitt acknowledged that he was aware at the time that ██████ representative of the institution's athletics interests escorted ██████ on a home tour in Knoxville during that visit. [FI-029](#), p. 44. Regarding ██████ August 22-23 visit [Allegation 1-c], Ansley facilitated the creation of a visit itinerary that listed the various impermissible meals and activities provided to ██████ and his companions. [FI-101](#), p. 19746 and [FI-119](#). In addition to the text messages,



there are dozens of sequential phone calls that include football staff members, coaches, prospects and dining/entertainment venues during each visit as the impermissible arrangements were arranged. [Exhibit 1](#).

[1](#).

Below are citations to select FIs concerning impermissible meals, entertainment and other benefits noted in Allegation 1:

- [Allegation 1-a](#) (July 24-26, 2020 – [REDACTED] and [REDACTED] [FI-014](#) ([REDACTED] int.), p. 60; [FI-020](#) (Gunn int.), pp. 21, 44-46; [FI-023](#) ([REDACTED] int.), pp. 4-12, 21-23, 44-46; [FI-026](#) (Felton int.), pp. 46-56, 68-69; [FI-028](#) (Ansley int.), pp. 7-9; [FI-029](#) (J. Pruitt int.), pp. 25-28; [FI-035](#) ([REDACTED] int.), pp. 14, 16-19; [FI-041](#) ([REDACTED] int.), pp. 3-4, 6-14; [FI-057](#) ([REDACTED] int.), pp. 3-4, 12-14; [FI-060](#) ([REDACTED] int.), pp. 8-9; [FI-079](#) ([REDACTED] int.), pp. 21, 26-28, 31; [FI-091](#) (Niedermeyer int.), p. 22; [FI-101](#) (Gunn texts), pp. 3133-3134, 19738-19739; [FI-103](#) (Boone texts), pp. 5865, 5881, 8849-8850, 25544-25545, 25567; [FI-104](#) (Felton texts), p. 1288; [FI-129](#) ([REDACTED] notebook excerpts), p. 1; [FI-147](#) (Gunn notebook excerpts), p. 4; [FI-202](#) (Allegation 1-a timeline), p. 19; [Exhibit 1](#) (phone records).
- [Allegation 1-b](#) (August 14-16, 2020 – [REDACTED] [FI-008](#) ([REDACTED] int.), pp. 2-4; [FI-009](#) ([REDACTED] int.), pp. 2-5; [FI-013](#) ([REDACTED] int.), pp. 6-15; [FI-014](#) ([REDACTED] int.), pp. 10-16; [FI-020](#) (Gunn int.), pp. 42-47, 53-87; [FI-023](#) ([REDACTED] int.), pp. 25-43, 47-48; [FI-026](#) (Felton int.), pp. 75-76, 84-87; [FI-058](#) ([REDACTED] int.), pp. 12-14; [FI-077](#) ([REDACTED] int.), pp. 75-80; [FI-100](#) (meal/ent. records), pp. 1-6; [FI-101](#) (Gunn texts), pp. 1035-1051, 2887-2901, 2925, 3134-3151, 17248-17256, 18357-18359, 21376-21393, 22358-22360, 23571-23576, 24565-24566, 26940-26972, 28240-28253, 31649-31650; 32992-32996, 40505; [FI-103](#) (Boone texts), pp. 259, 3092-3104, 3107-3124, 14189-14191, 19602-19628, 25676-25705; [FI-105](#) (Felton texts), pp. 272-273; [FI-106](#) (Niedermeyer texts), p. 1497; [FI-131](#) ([REDACTED] texts w/ Gunn), pp. 1-4; [FI-132](#) ([REDACTED] texts w/ [REDACTED] pp. 1-5; [FI-135](#) (Gunn voice memo to Boone); [FI-136](#) (Gunn voice memo to Boone); [FI-163](#) ([REDACTED] texts w/ Felton), p. 1; [FI-164](#) ([REDACTED] texts w/ Gunn), pp. 1-4; [FI-165](#) ([REDACTED] texts w/ [REDACTED] [FI-177](#) ([REDACTED] text to Donovan); [Exhibit 1](#) (phone records).
- [Allegation 1-c](#) (August 22-23, 2020 – [REDACTED] [FI-008](#) ([REDACTED] int.), pp. 22-25; [FI-020](#) (Gunn int.), pp. 106-109, 125-126; [FI-021](#) (Boone int.), pp. 18-19, 25-33, 38, 62; [FI-024](#) ([REDACTED] int.), pp. 32-34, 44-45; [FI-100](#) (meal/ent. records), p. 7; [FI-101](#) (Gunn texts), pp. 2903-2910, 6969-6973, 17265, 19746, 27034-27038, 28953-28954; [FI-119](#) ([REDACTED] visit itinerary); [Exhibit 1](#) (phone records).
- [Allegation 1-d](#) (August 28-30, 2020 – [REDACTED] [FI-008](#) ([REDACTED] int.), pp. 15-21; [FI-014](#) ([REDACTED] int.), pp. 17, 50; [FI-023](#) ([REDACTED] int.), pp. 47-49; [FI-100](#) (meal/ent. records), pp. 8-13; [FI-101](#) (Gunn texts), pp. 2886, 2910-2916, 3153-3162, 7211-7212, 16699, 17267, 21394-21397, 23577, 27072-27114, 28257-28259, 28963; [FI-103](#) (Boone texts), pp. 3013-3018, 3022-3023, 3034, 3106-3107, 3132-3138, 5471-5485, 5898-5900, 14192, 15132-15134, 25769, 25795-25831; [FI-142](#) ([REDACTED] visit itinerary); [FI-157](#) ([REDACTED] visit itinerary); [FI-163](#) ([REDACTED] texts w/ Felton), pp. 2-3; [FI-164](#) ([REDACTED] texts w/ Gunn), pp. 9-11; [FI-165](#) ([REDACTED] texts w/ [REDACTED] pp. 1-2; [FI-174](#) ([REDACTED] texts w/ Boone); [Exhibit 1](#) (phone records).

- Allegation 1-e (September 19-20, 2020 – [REDACTED] [NOTE: Based on the factual information in the record, this visit only included impermissible hotel lodging, not impermissible meals, entertainment, etc.]
- Allegation 1-f (October 2-4, 2020 – [REDACTED] and [REDACTED] [FI-013](#) ([REDACTED] int.), pp. 21-23; [FI-014](#) ([REDACTED] int.), pp. 10, 18-20; [FI-020](#) (Gunn int.), pp. 45-46; [FI-023](#) ([REDACTED] int.), pp. 24-29, 48-51; [FI-100](#) (meal/ent. records), pp. 14-21; [FI-101](#) (Gunn texts), pp. 2069, 3165-3168, 7212-7213, 14376, 16699, 17269, 19091-19092, 21406-21410, 23582-23583, 27290-27345; [FI-103](#) (Boone texts), pp. 2832-2839, 3018-3022, 5485-5491, 14192-14198; [FI-120](#) ([REDACTED] visit itinerary); [FI-121](#) ([REDACTED] text w/ Gunn); [FI-127](#) ([REDACTED] text w/ Gunn), p. 1; [FI-129](#) ([REDACTED] notebook excerpts), p. 7; [FI-163](#) ([REDACTED] texts w/ Felton), pp. 3-4; [FI-164](#) ([REDACTED] texts w/ Gunn), pp. 15-17; [FI-165](#) ([REDACTED] texts w/ [REDACTED] p. 2; [Exhibit 1](#) (phone records).
- Allegation 1-g (October 8-12, 2020 – [REDACTED] [FI-017](#) ([REDACTED] int.), pp. 16-19; [FI-020](#) (Gunn int.), p. 141; [FI-100](#) (meal/ent. records), pp. 22-30; [FI-101](#) (Gunn texts), pp. 2047-2051, 2059, 2069-2070, 5942-5947, 7195, 10834-10844, 14392-14393, 16273-16277, 23586-23595, 27371-27414, 27423; [FI-103](#) (Boone texts), pp. 3049, 10418-10459, 10477-10494, 26060-26100; [FI-138](#) (Gunn voice memo to Boone); [FI-139](#) (Gunn voice memo to Boone); [FI-147](#) (Gunn notebook excerpts), p. 5; [FI-175](#) (Gunn text w/ [REDACTED]); [Exhibit 1](#) (phone records).
- Allegation 1-h (October 24-25, 2020 – [REDACTED] and [REDACTED] [FI-100](#) (meal/ent. records), pp. 31-33; [FI-101](#) (Gunn texts), pp. 85-86, 14451-14478, 19754-19756, 28267-28268, 28990-28991; [FI-103](#) (Boone texts), pp. 8857-8865; [FI-129](#) ([REDACTED] notebook excerpts), p. 8; [FI-146](#) (email re: potential [REDACTED] official visit); [FI-150](#) (Gunn text w/ Ansley); [Exhibit 1](#) (phone records).
- Allegation 1-i (November 13-14, 2020 – [REDACTED] [FI-014](#) ([REDACTED] int.), p. 19; [FI-032](#) ([REDACTED] int.), pp. 9-15; [FI-043](#) ([REDACTED] int.), pp. 16-17, 27-37; [FI-059](#) ([REDACTED] int.), pp. 3-21; [FI-101](#) (Gunn texts), pp. 7196-7198, 27433-27436, 29000-29002; [FI-103](#) (Boone texts), pp. 26121-26123; [FI-106](#) (Niedermeyer texts), p. 1506; [FI-107](#) (Niedermeyer texts), p. 22; [Exhibit 1](#) (phone records).

#### Other pertinent information

The University expended tremendous effort throughout the COVID dead period to educate and monitor the football program on the restrictions that were in place at the time, particularly with regard to prospect visits to campus/Knoxville. In that regard, athletics compliance provided education on more than 30 separate occasions from April through December 2020 concerning the exact rules violated in Allegation 1. [FI-182](#). The individuals who engaged in the violations – including those who knew and failed to report them – intentionally disregarded established NCAA rules.

The University recognizes that regardless of the dead period that was in place, many of the intentional violations would have been impermissible at any time, which further illustrates the individuals' blatant disregard for compliance. The University's responses to Allegations 17 (head coach responsibility)

and 18 (failure to monitor), and the proposed aggravating and mitigating factors, include a comprehensive review of the institution's efforts to educate and monitor the football program, as well as additional examples of the involved individuals' efforts to conceal the violations.

**2. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(g), 13.5.3, 13.7.3.1 and 13.7.3.1.2 (2018-19); 16.11.2.1 (2018-19 through 2020-21); and 12.11.1, 16.8.1 and 16.11.2.2-(d) (2019-20 and 2020-21)]**

It is alleged that from October 2018 through December 2020, Chantryce Boone (Boone), then assistant director of recruiting; Bethany Gunn (Gunn), then director of recruiting; Jeremy Pruitt (J. Pruitt), then head football coach; and/or [REDACTED], a representative of the institution's athletics interests, knowingly arranged for and/or provided approximately \$12,707 in impermissible recruiting inducements and extra benefits in the form of hotel lodging, meals, airfare, cash payments, roundtrip automobile transportation, furniture, household goods and party decorations to then football prospective student-athlete and subsequent student-athlete [REDACTED] and/or his family members. As a result of the impermissible inducements and benefits, [REDACTED] competed [REDACTED] and received actual and necessary expenses while ineligible. Specifically:

*[numbered subparts to subparagraphs a. and b. omitted for brevity.]*

- a. On at least four occasions from October through December 2018, Gunn knowingly provided [REDACTED] and his family approximately \$1,484 in impermissible unofficial visit expenses in the form of five nights of hotel lodging, multiple impermissible meals and impermissible local transportation for [REDACTED] to visit the institution during his recruitment. Additionally, in December 2018, a football coaching staff member arranged for [REDACTED] to provide [REDACTED] with impermissible transportation in the form of roundtrip airfare between [REDACTED]
- b. On at least 20 occasions from January 2019 through December 2020, Gunn, J. Pruitt and/or Boone, knowingly arranged for and/or provided [REDACTED] and/or his mother a total of approximately \$11,223 in impermissible extra benefits in the form of hotel lodging and gameday parking to attend home football contests or related events, cash payments, roundtrip automobile transportation to [REDACTED] and/or purchases of furniture, household goods and party decorations while [REDACTED] was a football student-athlete.

## **UNIVERSITY'S CONCLUSION**

The University agrees that the information in Allegation 2 is substantially correct, that violations occurred and that the violations are Level I. The University's conclusions and its review of the evidence and testimony concerning this allegation are summarized in the report of its investigation and/or below.

[FI-001](#), pp. 61-73.

## REVIEW OF THE EVIDENCE

Similar to Allegation 1, the University discovered the violations involving [REDACTED] and his mother [REDACTED] in December 2020 and promptly reported its initial concerns about the issues to the enforcement staff.<sup>9</sup> Early in the investigation, the University interviewed [REDACTED] (December 19, 2020) and [REDACTED] (December 22, 2020). [FI-011](#) and [FI-012](#), respectively. At that time, both [REDACTED] and [REDACTED] largely denied knowledge of and/or involvement in violations. [REDACTED]

[REDACTED]. In April 2021, at the request of the enforcement staff, the Chair of the COI granted limited immunity to [REDACTED]<sup>10</sup> [REDACTED] and [REDACTED] were subsequently interviewed by the University and enforcement staff on April 15, 2021. [FI-070](#) and [FI-071](#), respectively. [REDACTED]  
[REDACTED]. [REDACTED] competed while ineligible during the 2019 and 2020 football seasons. [FI-003](#) (SACWI chart).

In summary, the factual information – primarily, text messages and testimony from Gunn, Boone and [REDACTED] – supports that from September 2018 through December 2020, [REDACTED] and [REDACTED] received impermissible hotel lodging and other benefits (e.g., free gameday parking, meals) in connection with recruiting visits and trips to Knoxville. The impermissible hotel stays in fall 2018 occurred in connection with unofficial visits; on one of these occasions, [REDACTED] also received impermissible air transportation to/from Knoxville. The evidence gathered by the University supports that the airfare was purchased by then representative of the institution’s athletics interests [REDACTED] at the request of an unidentified former football coach. [FI-133](#), pp. 1-2 and [FI-176](#).

The impermissible hotel stays arranged for [REDACTED] from April 2019 through December 2020 occurred while [REDACTED] was a student-athlete and in conjunction with home football games. Text messages between Gunn, Boone and [REDACTED] support that [REDACTED] also received access to free gameday parking on

---

<sup>9</sup> The University addressed the degree to which its “prompt” detection and disclosure is sufficient to warrant mitigation under Bylaw 19.9.4-(a) in its analysis of the applicable aggravating and mitigating factors. The University notes that several of the violations detailed in Allegation 2 were discovered within 12-18 months of when they occurred.

<sup>10</sup> [Updated \[REDACTED\] Immunity Request Ltr Tennessee 01225\\_040721.pdf](#).

many of those occasions. The manner in which impermissible hotel lodging was arranged and provided for ██████████ was consistent with other hotel lodging violations in this case. Specifically, a recruiting staff member (typically Gunn) reserved the room(s) and a recruiting staff member (Boone, Gunn, ██████████) paid for the room(s) in cash prior to when ██████████ arrived in Knoxville and/or delivered rooms keys to ██████████ [FI-098](#) (Boone int.) pp. 13-14.

Additionally, the factual information supports that ██████████ received cash directly from J. Pruitt on two occasions while ██████████ was a student-athlete: \$3,000 in January 2019 to assist ██████████ with paying a delinquent medical bill so she could schedule a hip surgery; and, according to J. Pruitt, \$300 in “maybe August” (in a Chick-fil-A bag) to assist ██████████ with other expenses. [FI-097](#), pp. 23-29.

Other impermissible benefits provided to ██████████ and ██████████ include Boone’s purchase of personal/household goods for ██████████ (i.e., decorations for his birthday party, furniture for his apartment) which Boone paid for with the understanding that ██████████ would repay her (which ██████████ subsequently did).<sup>11</sup>

#### *Hotel lodging and other miscellaneous impermissible benefits*

Consistent with the hotel lodging violations detailed in Allegation 1, the University discovered the violations concerning ██████████ through its review of text messages retrieved from cell phones belonging to Gunn and Boone. Gunn and ██████████ subsequently acknowledged that the impermissible hotel accommodations were arranged and provided. [FI-020](#) (Gunn int.), pp. 162-167 and [FI-071](#) (██████████ int.), pp. 12-14, 18-23. As detailed in response to Allegation 10, ██████████ reported that Gunn told her prior to her December 19, 2020, interview to lie to the University’s investigators, including to tell investigators that “you ██████████ gave me (Gunn) the money for it (hotel accommodations).” [FI-071](#), p. 22. That incident, if found to have occurred, would serve as another example of the involved individuals’ attempts to conceal violations.

---

<sup>11</sup> Notably, Boone reported that her relationship with ██████████ began when Boone ██████████ [FI-021](#), p. 79.

The University obtained records for nearly all [REDACTED] impermissible hotel stays, and text messages provided additional detail for the accommodations. In many instances, Gunn communicated directly with [REDACTED] to arrange the hotel stays and either she or Boone provided [REDACTED] with access to the rooms (including meeting [REDACTED] to deliver the rooms keys late at night).

Below are citations to select FIs (not previously cited above) concerning [REDACTED] and [REDACTED] receipt of impermissible benefits in Allegations 2-a-(1) through 2-a-(4), 2-b-(2) and 2-b-(3):

- [FI-021](#) (Boone int.), pp. 79-82; [FI-099](#) (hotel records), pp. 1, 7, 12-13, 63-67, 85-87, 110-112, 247-253, 269-278, 281-290, 331-340, 343-350; [FI-101](#) (Gunn texts), pp. 22481-22531, 22543-22547, 24178, 24184-24185, 27870-27888, 30249, 30275; [FI-102](#) (Gunn texts), pp. 2907-2908, 2920-2925; [FI-103](#) (Boone texts), pp. 1065, 1077-1078, 14248-14304, 24372-24375, 24452, 24456-24459, 24464, 24486-24487, 24574, 25998-26000, 26002-26009; [FI-173](#) ([REDACTED] records), p. 5.

#### Cash payments

After the NOA was issued, the University evaluated the entirety of the record developed in the investigation and assessed the credibility of the parties involved. The University believes the weight of the evidence and testimony supports that J. Pruitt provided [REDACTED] with a \$3,000 payment in January 2019 [Allegation 2-b-(1)] and a separate payment of \$300 in August 2020 [Allegation 2-b-(4)].

With regard to the \$3,000 payment, [REDACTED] reported during her April 15, 2021, interview (following [REDACTED] receipt of limited immunity) that J. Pruitt provided her with \$3,000 cash on or about January 9, 2019, when she was in Knoxville [REDACTED] [REDACTED]). [REDACTED] reported that she talked with J. Pruitt earlier in the visit about her need for a second hip surgery, which she was unable to schedule due to an outstanding medical debt from her first hip surgery. [REDACTED] stated that J. Pruitt asked her to stop by his office before leaving Knoxville, where he gave her an envelope containing \$3,000 cash. [REDACTED] stated that no one else was present at the time, nor did she tell anyone else about the exchange. [FI-071](#), pp. 3-7.

[REDACTED] stated that she used the money to pay off the delinquent medical bill and provided banking and other financial records to support her testimony. Specifically, [REDACTED] provided her bank records showing a \$5,100 deposit on January 11, 2019, at 2:00 p.m., to which she added a handwritten note: “3,000 included in this dep (deposit).” [FI-173](#), pp. 1-2. ([REDACTED] did not provide an explanation for the additional

\$2,100 of the \$5,100 deposit.) At the time of the deposit, [REDACTED] account was overdrawn by more than \$2,500. [REDACTED] also provided records for two payments of \$1,159 (\$2,318 total) to University Collections Systems and [REDACTED], dated January 11 and January 12, 2019, immediately following her visit to Knoxville. [FI-173](#), pp. 3-4.

During his March 7, 2022, interview, J. Pruitt denied that he provided \$3,000 to [REDACTED] [FI-097](#), pp. 29-30. However, J. Pruitt offered that he did provide \$300 to [REDACTED] in August 2020. His statement in that regard is the only factual support for the \$300 cash payment. Specifically, J. Pruitt stated that [REDACTED] called him while she was in Knoxville in August 2020 and stated that she needed to see him. J. Pruitt reported that he subsequently met [REDACTED] outside the football facility on campus, where she asked him for money, ostensibly out of financial hardship. J. Pruitt said he went to his vehicle where he usually carried a “little bit of cash,” and that he gave [REDACTED] “\$3 or \$400” in a Chick-fil-A bag because it was “the human thing, the right thing to do.” [FI-097](#), pp. 25, 28.

The University acknowledges J. Pruitt’s admission of a violation contrary to NCAA, Southeastern Conference (SEC) and University rules. J. Pruitt and his staff were consistently educated to refrain from assisting student-athletes and/or their families in this manner, regardless of the circumstances.

**3. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(b), 13.2.1.1-(e), 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.2 (2018-19); 16.11.2.1 (2018-19 through 2020-21); and 12.11.1 and 16.8.1 (2019-20 and 2020-21)]**

It is alleged that from September 2018 through March 2021, Shelton Felton (Felton), then assistant football coach; Bethany Gunn (Gunn), then director of recruiting; Brian Niedermeyer (Niedermeyer), then assistant football coach; Jeremy Pruitt (J. Pruitt), then head football coach; and/or Casey Pruitt (C. Pruitt), representative of the institution's athletics interests and J. Pruitt's wife, knowingly arranged for and/or provided approximately \$23,260 in impermissible recruiting inducements and extra benefits in the form of hotel lodging, meals, entertainment, clothing, cash payments and gameday parking to then football prospective student-athlete and subsequent student-athlete [REDACTED] ([REDACTED] and/or [REDACTED] ([REDACTED] mother. As a result of the impermissible inducements and benefits, [REDACTED] competed [REDACTED] and received actual and necessary expenses while ineligible. Specifically:

*[numbered subparts to subparagraphs a. and b. omitted for brevity.]*

- a. On at least six occasions from September through December 2018, Gunn and/or J. Pruitt knowingly provided approximately \$6,925 in impermissible recruiting inducements in the form of cash payments and impermissible unofficial visit expenses related to hotel lodging, meals and/or entertainment to [REDACTED] and his family members.
- b. On at least 31 occasions from January 2019 through March 2021, Felton, Gunn, C. Pruitt and/or Niedermeyer knowingly provided a total of approximately \$16,335 in impermissible extra benefits to [REDACTED] and/or [REDACTED] in the form of cash payments, gameday parking to attend home football contests and impermissible host entertainment expenses for [REDACTED] to host a prospect's mother.

### **UNIVERSITY'S CONCLUSION**

The University agrees that the information in Allegation 3 is substantially correct, that violations occurred and that the violations are Level I.

Specifically, concerning Allegation 3-a, the factual record supports that Gunn knowingly arranged and provided impermissible inducements in the form of hotel lodging, meals and/or entertainment to [REDACTED] and his family members, including his mother [REDACTED] before [REDACTED] enrolled at the University. Additionally, the weight of the evidence supports that it is more likely than not that former head coach J. Pruitt knowingly provided a \$6,000 cash inducement to [REDACTED] [Allegation 3-a-(3)]. The University detailed its conclusions and review of these violations in the report of its investigation. [FI-001](#), pp. 101-109.

The factual record also supports that following [REDACTED] enrollment at the University: C. Pruitt provided cash to [REDACTED] on multiple occasions for the purpose of assisting [REDACTED] with monthly car payments [Allegation 3-b-(1)]; Gunn provided access to free gameday parking to [REDACTED] on multiple occasions [Allegation 3-b-(3)]; and Gunn and Niedermeyer arranged for nail salon services and a meal for [REDACTED] [REDACTED] on August 15, 2020 [Allegation 3-b-(4)].<sup>12</sup> Concerning the two \$1,600 payments detailed in Allegation 3-b-(2), the University believes the weight of the evidence – particularly, phone records produced by the Pruitts after the University's investigation coupled with the description of the events by [REDACTED] – supports that it is more likely than not that the payments occurred as alleged.

---

<sup>12</sup> This allegation includes a reference to Felton, whose knowledge of or involvement in this specific entertainment and meal was not clear from the evidence.



[NOTE: This is a different conclusion than the University reached in the report of its investigation, wherein it concluded that [REDACTED] testimony alone was not sufficient to support a finding of a violation. [FI-001](#), pp. 107-109.]

## REVIEW OF THE EVIDENCE

The University discovered the hotel, parking and extra-benefit (i.e. nail salon visit, meals and apparel) violations early in its investigation and promptly reported those violations to the enforcement staff.

[REDACTED]  
[REDACTED]. In April 2021, at the request of the enforcement staff, the Chair of the COI granted limited immunity to [REDACTED]<sup>13</sup> [REDACTED] and [REDACTED] and were subsequently interviewed on May 11, 2021. [FI-077](#) and [FI-078](#), respectively. As a result of the violations in this allegation, [REDACTED] competed while ineligible during the 2019 and 2020 seasons. [FI-003](#) (SACWI chart).

### Impermissible hotel, meal and other expenses during [REDACTED] recruitment

The factual information supports that in fall 2018, football staff members arranged and provided [REDACTED] and [REDACTED] with recruiting inducements during visits to Knoxville. The hotel lodging, meal and entertainment violations occurred in a manner consistent with the other violations in this case (see Allegation 1). Below are citations to select FIs concerning these infractions:

- [FI-077](#) ([REDACTED] int.), pp. 79-84; [FI-101](#) (Gunn texts), pp. 1006, 1009-1012, 21133, 23427, 24345, 28041, 32334, 35466-35467, 42613-42614, 42643-42644

### \$6,000 cash payment for the down payment on a vehicle for [REDACTED]

The factual information also supports that in fall 2018, during a recruiting visit to Knoxville, J. Pruitt arranged and/or provided [REDACTED] with \$6,000 for the purpose of assisting her with a down payment for a new vehicle.<sup>14</sup> Specifically, [REDACTED] reported that J. Pruitt told her in the football facility during a

---

<sup>13</sup> [Updated \[REDACTED\] Immunity Request Ltr Tennessee 01225 040721.pdf](#).

<sup>14</sup> [REDACTED] vehicle at the time had significant mechanical issues. [FI-077](#), p. 55.

recruiting visit that he (J. Pruitt) would “help me with getting a car” and to “pick whatever I want and he’ll make the payment.” [FI-077](#), p. 54. ██████ stated that either J. Pruitt or C. Pruitt gave her “about \$6,000” at the football facility, which she subsequently used for the down payment on a Nissan Armada. [FI-077](#), pp. 57-59. Following her interview, ██████ authorized University investigators to obtain documentation from the car dealership concerning her purchase of a Nissan Armada. Those records confirmed a \$6,000 cash down payment was made on December 26, 2018. [FI-169](#), pp. 1-4.

In March 2022 interviews with the enforcement staff, C. Pruitt and J. Pruitt denied that they ever provided ██████ with money. [FI-096](#) (C. Pruitt int.), pp. 20-22 and [FI-097](#) (J. Pruitt int.), pp. 38-40. However, based on ██████ testimony, supporting vehicle purchase records and evidence of ██████ visits to Knoxville in fall 2018, the University concluded that it is more likely than not that the violation occurred.

*Impermissible cash payments for monthly car payments*

In addition to the \$6,000 from J. Pruitt for the down payment on a new vehicle, ██████ reported that the Pruitts provided her with \$500 cash each month to make car payments on the 2017 Nissan Armada. ██████ stated that she typically received the money directly from C. Pruitt or the Pruitt’s babysitter at the Pruitts’ home, but occasionally C. Pruitt delivered the money to her residence. ██████ reported that she received the disbursements for more than two years – including after J. Pruitt’s employment at the University was terminated – and that she typically used the cash to purchase money orders to make the monthly payment. ██████ stated that on some occasions, she kept the cash on-hand because her bank (Wells Fargo) did not maintain a branch in Knoxville. [FI-077](#), pp. 50-61, 64-65.

██████ provided her payment history for the Armada, which shows 25 payments from January 28, 2019, through March 26, 2021 (after J. Pruitt was no longer employed by the University). [FI-169](#), pp. 5-9. Phone call and text message records show frequent communication between ██████ and C. Pruitt, including references to meetings at their respective residences. On numerous occasions, their communications concerning an in-person meeting correlated closely (within one week or less) to a car payment by ██████ [FI-198](#) and [FI-169](#), pp. 10-114.

Miscellaneous impermissible extra benefits during [REDACTED] enrollment

The University's investigation also uncovered information concerning [REDACTED] receipt of miscellaneous extra benefits during [REDACTED] enrollment, including access to free gameday parking in connection with home football games during the 2019 and 2020 football seasons, and receipt of free nail treatments for her and [REDACTED] in connection with [REDACTED] August 14-16, 2020, recruiting visit during the COVID dead period [see Allegation 1-b-(4)]. With regard to [REDACTED] involvement in hosting [REDACTED] in mid-August 2020, Niedermeyer denied knowledge of and/or involvement in engaging [REDACTED] to host [REDACTED] on that occasion. However, Gunn exchanged multiple calls and texts with [REDACTED] in connection with hosting [REDACTED] mother, and her text messages with [REDACTED] and Niedermeyer support that he was aware of or involved in the arrangement. [FI-001](#), pp. 30-31 and [FI-101](#), pp. 1038-1040 and 32992-32995. Felton acknowledged that he was aware of certain aspects of [REDACTED] visit but denied that he arranged impermissible benefits. Below are citations to select FIs concerning these violations:

- [FI-020](#) (Gunn int.), pp. 54-61, 169-170; [FI-026](#) (Felton int.), pp. 85-87; [FI-027](#) (Niedermeyer int.), p. 47; [FI-101](#) (Gunn texts), pp. 1014-1019, 1035-1051, 1053, 1056, 2887, 3137-3144, 32992-32995; [FI-102](#) (Gunn texts), pp. 372-373; [FI-169](#), pp. 136-152; [Exhibit 1](#) (phone records).

Impermissible cash payments in connection with Knoxville rental home

Allegation 3-b-(2) concerns [REDACTED] alleged receipt of two separate \$1,600 cash payments made and/or facilitated by C. Pruitt and Niedermeyer. [REDACTED] reported that she received the first payment from C. Pruitt to pay the security deposit for the rental home and received the second payment from Niedermeyer to pay the first month's rent at the time she moved into the home. [FI-077](#), pp. 11-25.

With regard to the first payment, [REDACTED] reported that she viewed the home she eventually rented with C. Pruitt and [REDACTED] representative of the institution's athletics interests with whom C. Pruitt had arranged to show [REDACTED] rental homes in Knoxville. [FI-077](#), pp. 4-7. On May 16, 2019, after viewing the home, [REDACTED] signed the lease agreement, which noted that a \$1,550 security deposit was collected at signing. [FI-169](#), pp. 158-162. [REDACTED] stated that C. Pruitt provided her with cash to make that deposit. Phone records support [REDACTED] recollection of the date of the

payment and her communication and interaction with C. Pruitt and [REDACTED] [FI-004b](#), pp. 401-404. C. Pruitt stated that she did not recall but “could have” been present with [REDACTED] and [REDACTED] when they toured the home. [FI-096](#) pp. 33-34. C. Pruitt reported that she did not provide [REDACTED] money on any occasion, including money to pay the security deposit. [FI-096](#), pp. 19, 34.

Concerning the second payment, [REDACTED] reported that she received money from Niedermeyer on the day she moved to Knoxville. She explained that C. Pruitt arranged the payment with Niedermeyer because she (C. Pruitt) was not in Knoxville at the time. [FI-077](#), pp. 20-21. Phone records show that C. Pruitt exchanged multiple calls with Niedermeyer and [REDACTED] on May 29, 2019 (move-in date), and that C. Pruitt was in Florida most of that day. [FI-004b](#), pp. 437, 440-441. Niedermeyer and C. Pruitt reported that they were not involved in the alleged payment. [FI-091](#), pp 26-27 and [FI-096](#) pp. 33-36, respectively.

After reviewing the totality of evidence and testimony – particularly phone and payment records that corroborated [REDACTED] recollection of the timing and circumstances of the payments – the University concluded that it was more likely than not that the two payments occurred as alleged.

**4. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.6 (2018-19 and 2019-20); 13.2.1.1-(b) (2019-20); and 12.11.1 and 16.8.1 (2020-21)]**

It is alleged that on at least nine occasions from November 2018 through December 2019, Bethany Gunn (Gunn), then director of recruiting, and/or Drew Hughes (Hughes), then director of player personnel, knowingly provided a total of approximately \$1,983 in impermissible visit expenses in the form of hotel lodging; football gameday parking; and/or University of Tennessee, Knoxville (Tennessee)-branded clothing to then football prospective student-athlete [REDACTED] and his family and friends. As a result of the impermissible inducements, [REDACTED] competed [REDACTED] and received actual and necessary expenses while ineligible.

*[subparagraphs a. through j. omitted for brevity.]*

## **UNIVERSITY’S CONCLUSION**

The University agrees that the information concerning Allegation 4 is substantially correct and that violations occurred. The University submits that these violations should be classified, collectively, as Level II. The University’s conclusions and a review of the evidence concerning these violations is detailed below and in the report of its investigation. [FI-001](#), pp. 73-88.

## REVIEW OF THE EVIDENCE

The University discovered violations concerning [REDACTED] recruiting visits to Knoxville within 12-18 months of when the violations occurred. In summary, the factual information supports that on eight occasions from April through November 2019, Gunn arranged and/or provided impermissible hotel lodging to [REDACTED] and his parents in connection with unofficial visits to Knoxville. The enforcement staff has also alleged, and the University agrees, that former director of recruiting Drew Hughes (Hughes) was involved in providing hotel lodging on two of these occasions [Allegations 4-b and 4-c]. Additionally, Gunn provided [REDACTED] and his parents with access to free gameday parking on three occasions, and Hughes provided free University-branded clothing to the family on one occasion.

[REDACTED]  
[REDACTED]. In April 2021, at the request of the enforcement staff, the Chair of the COI granted limited immunity to [REDACTED]<sup>15</sup> [REDACTED] and his parents were then interviewed on April 22, 2021, under the grant of limited immunity. [FI-072](#) and [FI-073](#). Following their interviews, the University continued its efforts to gather pertinent information concerning possible NCAA rules violations, including information that conflicted with the [REDACTED] testimony. As a result, a second interview of [REDACTED] parents occurred on May 25, 2021. [FI-080](#). Further detail concerning those issues is provided in the report of the University's investigation. [FI-001](#), pp. 73-88.

### *Hotel lodging and other impermissible benefits*

Impermissible hotel lodging for the [REDACTED] family was arranged and provided in a manner consistent with the other hotel lodging violations in this case: a recruiting staff member (often, Gunn) reserved the room(s) and another staff member paid for the rooms in cash prior to [REDACTED] arrival in Knoxville. The University obtained records for three impermissible hotel stays by [REDACTED] and/or his family. [FI-099](#), pp. 70-72, 77-80, 105-107. Text messages and interview testimony support that [REDACTED]

---

<sup>15</sup> [Updated \[REDACTED\] Immunity Request Ltr Tennessee 01225\\_040721.pdf](#).

██████████ and/or his family received impermissible hotel lodging on the additional occasions noted in the allegation.

Regarding the provision of free gameday parking, text messages support that for three of ██████████ visits, Gunn provided him with a phrase to provide parking attendants that enabled access to preferred parking lots. Additionally, ██████████ father reported that Hughes provided him with two hats and a sweatshirt during a recruiting visit to Knoxville. [FI-080](#), p. 26. (██████████ father had denied that he received free gear during his April 22, 2021, interview. [FI-073](#), p. 35.) Hughes reported that he provided the ██████████ with University-branded clothing during a recruiting visit.<sup>16</sup> [FI-089](#), pp. 22-24.

Below are citations to additional FIs concerning the ██████████ receipt of inducements:

- [FI-040](#) (D. ██████████ int.), pp. 19-25, 37-43; [FI-072](#) (██████████ int.), pp. 9-24; [FI-073](#) (██████████ and ██████████ int.), pp. 3-9, 11-12; [FI-101](#) (Gunn texts), pp. 9534, 12047-12048, 15849-15856, 15860-15880, 15883-15887, 15895-15905, 15909-15916, 23108-23109, 33883, 40822-40823; [FI-134](#) (Gunn text w/ Hughes).

**5. [NCAA Division I Manual Bylaws 13.1.1.1, 13.1.2.1, 13.2.1.1-(e), 13.2.1.1-(g), 13.5.3, 13.7.3.1, 13.7.3.1.2 and 13.8.1 (2018-19); 13.2.1 and 13.2.1.1-(b) (2018-19 and 2019-20); and 13.1.4.2.1 and 13.5.2.2.2 (2019-20)]**

It is alleged that on at least four occasions from January through December 2019, Brian Niedermeyer (Niedermeyer), then assistant football coach, and/or Bethany Gunn (Gunn), then director of recruiting, and members of the football staff knowingly arranged for and/or provided a total of approximately \$2,463 in impermissible recruiting inducements in the form of cash, hotel lodging, meals, entertainment, transportation and clothing to then football prospective student-athlete ██████████ (██████████ his family members; and ██████████ and individual associated with prospective student-athletes (IAWP). Additionally, on two occasions Niedermeyer had impermissible off-campus recruiting contact with ██████████

- a. On January 23, during ██████████, Niedermeyer had impermissible in-person, off-campus recruiting contact with ██████████. Additionally, Niedermeyer provided approximately \$750 in impermissible recruiting inducements in the form of cash to ██████████ [NCAA Bylaws 13.1.1.1, 13.2.1 and 13.2.1.1-(e) (2018-19)]
- b. On March 30 through April 1, during an unofficial visit to the institution, Gunn and/or Niedermeyer arranged and/or provided approximately \$225 in impermissible meals from McDonald's for ██████████ and his mother and University of Tennessee, Knoxville (Tennessee)-branded clothing, including two beanie hats and two hooded sweatshirts. [NCAA Bylaws 13.2.1, 13.2.1.1-(b), 13.7.3.1 and 13.7.3.1.2 (2018-19)]

---

<sup>16</sup> There is a slight discrepancy in the items ██████████ father reported that he received (i.e., sweatshirts and hats) and the items Hughes reported providing (i.e., T-shirts). The University acknowledges that Hughes' provision of any apparel is a violation.

- c. From July 24 through 27, during an unofficial visit to the institution, Gunn, Niedermeyer, and/or members of the football staff had impermissible in-person, off-campus recruiting contact with [REDACTED] and arranged for and/or provided approximately \$1,388 in impermissible unofficial visit expenses including hotel lodging, meals, entertainment, transportation and Tennessee-branded clothing for [REDACTED] his family and [REDACTED]. [NCAA Bylaws 13.1.1.1, 13.1.2.1, 13.2.1, 13.2.1.1-(b), 13.2.1.1-(g), 13.7.3.1, 13.7.3.1.2, 13.5.3 and 13.8.1 (2018-19)]

*[numbered subparts to subparagraph c. omitted for brevity.]*

- d. On December 13, Niedermeyer had impermissible recruiting contact with [REDACTED] and his family when Niedermeyer accompanied [REDACTED] and his family on the same flight from [REDACTED] to Knoxville for [REDACTED] official visit. Additionally, during [REDACTED] official visit from December 14 and 15, 2019, a member of the football staff provided [REDACTED] and his family \$100 in impermissible Tennessee-branded clothing, including receiver gloves and two T-shirts. [NCAA Bylaws 13.1.4.2.1, 13.2.1, 13.2.1.1-(b) and 13.5.2.2.2 (2019-20)]

## **UNIVERSITY'S CONCLUSION**

The University agrees that the information in Allegation 5 is substantially correct, that violations occurred and that the violations are, collectively, Level I. Specifically, the factual record supports that from January through December 2019, Niedermeyer and/or Gunn and members of the football staff knowingly arranged for and/or provided impermissible recruiting inducements to then prospective football student-athlete [REDACTED] his family or other individuals associated with his recruitment. The University's conclusions and review of information concerning these violations are detailed below and in the report of its investigation. [FI-001](#), pp. 109-116.

## **REVIEW OF THE EVIDENCE**

[REDACTED]

[REDACTED]

[REDACTED]. [REDACTED] cooperated with University investigators to interview on February 22, 2021, and provided releases for University investigators to obtain his travel records. [FI-049](#).

Concerning Allegation 5-a, the weight of the evidence supports that Niedermeyer provided [REDACTED] with approximately \$750 in January 2019. [REDACTED] reported that Niedermeyer gave him the cash during a visit to [REDACTED], and he recalled specific details – including the timing (after a basketball practice, [REDACTED]) and the location (in the high school parking lot) – that aligned with other records produced in the case. [FI-049](#), pp. 33-41. [REDACTED] noted on a satellite photograph where the exchange took place. [FI-049](#), p. 45. Recruiting records show that Niedermeyer made a recruiting visit to [REDACTED] high school on January 23, 2019, and phone records place Niedermeyer [REDACTED] on this date (and in communication with [REDACTED]). [FI-004b](#), pp. 84-89; [FI-179](#), p. 27. Niedermeyer denied that he provided cash to [REDACTED] in his November 14, 2021, interview. [FI-091](#), pp. 34-35.

The University initially discovered the impermissible inducements in Allegations 5-b and 5-c through its review of text messages and confirmed that violations occurred through hotel records and interviews of [REDACTED] his sister [REDACTED]. The evidence and testimony support that [REDACTED] and his family [REDACTED] received impermissible inducements in connection with three recruiting visits to the University. Specifically, [REDACTED] and his companions received free hotel lodging on one visit, meals on two visits, and University-branded clothing on all three visits. Below are citations to select FIs concerning [REDACTED] receipt of impermissible benefits during recruiting visits.

- [FI-049](#) ([REDACTED] int.), pp. 8-32; [FI-050](#) ([REDACTED] int.), pp. 4, 7-13, 18-23; [FI-053](#) ([REDACTED] int.), pp. 1-9; [FI-099](#) (hotel records), pp. 54-61; [FI-101](#) (Gunn texts), pp. 17542-17545, 32880-32882; [FI-102](#) (Gunn texts), pp. 1819-1822; [FI-168](#) ([REDACTED] memo).

Concerning Allegation 5-d, prior to this investigation, the University was alerted to and self-reported (as a Level III violation) the contact by Niedermeyer that occurred during [REDACTED] December 13, 2019, flight from [REDACTED] to Knoxville. The University's Level III self-report is provided as [FI-194](#).



**6. [NCAA Division I Manual Bylaws 13.7.3.1.2 (2018-19); 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2018-19 and 2019-20); 13.2.1.1-(b) and 13.7.3.1.6 (2019-20); and 12.11.1 and 16.8.1 (2020-21)]**

It is alleged that on at least six occasions from June through October 2019, Bethany Gunn (Gunn), then director of recruiting, knowingly provided approximately \$955 in impermissible visit expenses in the form of hotel lodging, meals and/or football gameday parking to then football prospective student-athlete ██████████ (██████████ and his family. As a result of the impermissible inducements, ██████████ competed ██████████ and received actual and necessary expenses while ineligible.

*[subparagraphs a. through f. omitted for brevity.]*

### **UNIVERSITY'S CONCLUSION**

The University agrees that the information in Allegation 6 is substantially correct and that violations occurred. Specifically, from June to October 2019, Gunn arranged or provided impermissible inducements to then prospective student-athlete ██████████ (██████████ and his family. The University believes the violations concerning ██████████ should be classified, collectively, as Level II. The University's conclusions and summary of the evidence concerning these violations are detailed in its report. [FI-001](#), pp. 129-130.

### **REVIEW OF THE EVIDENCE**

The University discovered the violations concerning ██████████ through its review of text messages and hotel records secured early in the investigation. [FI-099](#), p. 91; [FI-101](#), pp. 25306, 27617-27618, 30700, 30709-30710, 33569, 37371, 37630, 37646. The violations were discovered within 18 months of when they occurred and promptly reported to the enforcement staff. ██████████ and his parents confirmed that they did not pay for hotel rooms during his visits to Knoxville. [FI-068](#), pp. 4-14. As a result of these violations, ██████████ competed while ineligible during the 2020 football season. [FI-003](#) (SACWI chart).

The factual information supports that: on three occasions between June and October 2019, Gunn arranged hotel lodging for the ██████████ in connection with unofficial visits to Knoxville (one of which coincided with a home football game); on two of those three occasions, ██████████ and his family were permitted to join in meals provided to student-athletes during a summer cookout and pool party; Gunn provided the ██████████ with access to free gameday parking for one or two home football games; and, on one occasion, Gunn provided the ██████████ with free University-branded clothing.

7. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.2 (2019-20) and 12.11.1 and 16.8.1 (2020-21)]

It is alleged that on five occasions from September through November 2019, Bethany Gunn (Gunn), then director of recruiting, and a recruiting staff member knowingly offered, arranged and/or provided a total of at least \$800 in impermissible recruiting inducements in the form of hotel lodging and meals to then football prospective student-athlete [REDACTED]. As a result of the impermissible inducements, [REDACTED] competed [REDACTED] and received actual and necessary expenses while ineligible.

*[subparagraphs a. through e. omitted for brevity.]*

### **UNIVERSITY'S CONCLUSION**

The University agrees that the factual information in Allegation 7 is substantially correct and that violations occurred. Specifically, from September through November 2019, Gunn arranged and/or provided impermissible inducements to then prospective football student-athlete [REDACTED] in connection with at least two, and up to five, recruiting visits to Knoxville. The University believes the violations concerning [REDACTED] should be classified as Level II. The University's conclusions and summary of evidence concerning violations are detailed in its report. [FI-001](#), pp. 123-125.

### **REVIEW OF THE EVIDENCE**

[REDACTED]

[REDACTED]. The University discovered the violations concerning [REDACTED] through its review of Gunn's text messages and hotel records secured early in the investigation. [FI-099](#), pp. 81-84, 98; [FI-101](#), pp. 16175-16183. The violations were discovered within approximately 15 months of when they occurred and promptly reported to the enforcement staff. [REDACTED] reported that he did not pay for hotel rooms on at least two occasions while attending University football games during the 2019 football season. [FI-038](#), pp. 18-25. [REDACTED] competed while ineligible during the 2020 football season. [FI-003](#) (SACWI chart).

The factual information supports that on at least two occasions between September through November 2019, Gunn arranged impermissible hotel lodging for [REDACTED] in connection with visits [REDACTED] made to Knoxville to attend home football games.

**8. [NCAA Division I Manual Bylaws 13.2.1.1-(e) and 13.8.1 (2018-19); 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.2 (2018-19 and 2019-20); 13.2.1 (2018-19 through 2020-21); 13.02.5.5, 13.1.2.1, 13.5.3 and 13.7.3.1.6 (2019-20); and 12.11.1, 13.2.1.1-(b), and 16.8.1 (2019-20 and 2020-21)]**

It is alleged that on 18 occasions from January 2019 through November 2020, Derrick Ansley (Ansley), then assistant football coach; Chantryce Boone (Boone), then assistant director of recruiting; Shelton Felton (Felton), then assistant football coach; Bethany Gunn (Gunn), then director of recruiting; Drew Hughes (Hughes), then director of player personnel; Jeremy Pruitt (J. Pruitt), then head football coach; and two football staff members, knowingly arranged for and/or provided a total of approximately \$3,919 in impermissible recruiting inducements in the form of unofficial visit expenses including hotel lodging; meals; entertainment; transportation; cash payments; and/or University of Tennessee, Knoxville (Tennessee)-branded clothing and merchandise to 13 prospective student-athletes and/or their respective family members and one individual associated with prospective student-athletes (IAWP). Additionally, Gunn and members of the football staff arranged for impermissible recruiting contact during the COVID-19 recruiting dead period for one prospect. As a result of the impermissible inducements, six student-athletes competed in 63 contests and received actual and necessary expenses while ineligible. Specifically:

- a. On January 20, 2019, Hughes and J. Pruitt provided approximately \$400 in impermissible cash to then football prospective student-athlete [REDACTED] ([REDACTED] at the conclusion of [REDACTED] official visit. [NCAA Bylaws 13.2.1 and 13.2.1.1-(e) (2018-19)]
- b. On two occasions, Gunn and/or Hughes provided a total of approximately \$527 in impermissible unofficial visit lodging of one hotel room for two nights to football prospective student-athlete [REDACTED] and his mother. Specifically, Gunn and a student recruiting assistant provided a room at the Courtyard by Marriott hotel for [REDACTED] unofficial visit on March 8 through 10, 2019, and Gunn and Hughes provided a room at the Crowne Plaza hotel for [REDACTED] unofficial visit on April 12 through 14, 2019. [NCAA Bylaws 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2018-19)]
- c. On April 12 through 14, 2019, Gunn and Hughes provided approximately \$228 in impermissible inducements to football prospective student-athlete [REDACTED] when they arranged and paid for one room for two nights at the Crowne Plaza hotel so [REDACTED] could attend the football program's spring game. [NCAA Bylaws 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2018-19)]
- d. On May 11 and 12, 2019, Gunn provided approximately \$159 in impermissible inducements to then football prospective student-athlete [REDACTED] and his family during [REDACTED] visit to the institution. Specifically, Gunn arranged and paid for one room for one night at the Crowne Plaza hotel and meals from Chick-Fil-A and Holly's. [NCAA Bylaws 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.2 (2018-19)]

- e. On June 14 and 15, 2019, Gunn provided approximately \$194 in impermissible inducements to then football prospective student-athlete [REDACTED], then football prospective student-athlete [REDACTED] and his father during their visit to the institution. Specifically, Gunn arranged and paid for two rooms for one night at the Crowne Plaza hotel. [NCAA Bylaws 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2018-19)]
- f. On June 14 and 15, 2019, Gunn provided approximately \$97 in impermissible benefits to high school football coach and [REDACTED], IAWP, for him to bring prospective student-athletes to the institution's football camp. Specifically, Gunn arranged and paid for one room for one night at the Crowne Plaza hotel. [NCAA Bylaws 13.8.1 (2018-19)]
- g. During the fall of 2019, Gunn provided a total of \$350 in impermissible unofficial visit inducements to then football prospective student-athlete [REDACTED] during [REDACTED] visits to the institution. Specifically, Gunn arranged and paid for one room for one night at the Crowne Plaza hotel October 12, 2019, and free gameday parking on five occasions (September 7 and 14, October 5 and 12 and November 2, 2019). [NCAA Bylaws 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.6 (2019-20)]
- h. During an October 4 through 6, 2019 official visit, Gunn and Hughes provided approximately \$480 in impermissible Tennessee-branded clothing and merchandise, including one T-shirt, one long-sleeved shirt and one backpack each to football prospective student-athletes [REDACTED] and [REDACTED] [NCAA Bylaws 13.2.1 and 13.2.1.1-(b) (2019-20)]
- i. On October 25 through 27, 2019, Ansley, Gunn, Hughes and a then director of recruiting arranged and/or provided approximately \$320 in impermissible inducements to then football prospective student-athlete [REDACTED] and his father during [REDACTED] unofficial visit to the institution. Specifically, Ansley directed Gunn to treat the visit as an official visit, Gunn arranged and paid for one room for two nights at the Crowne Plaza hotel and Hughes arranged and paid for transportation to/from the Knoxville, Tennessee, airport and meals. [NCAA Bylaws 13.2.1, 13.2.1.1-(g), 13.5.3, 13.7.3.1 and 13.7.3.1.2 (2019-20)]
- j. On January 18 and 19, 2020, Gunn, Hughes, J. Pruitt and a quality control analyst, provided \$732 in impermissible inducements to then football prospective student-athlete [REDACTED] and his family during [REDACTED] unofficial visit to the institution. Specifically, J. Pruitt directed the quality control analyst to treat the visit as an official visit, and Gunn, Hughes and the quality control analyst arranged and paid for three rooms for one night at the Crowne Plaza hotel, meals, entertainment and transportation. [NCAA Bylaws 13.2.1, 13.2.1.1-(g), 13.5.3, 13.7.3.1 and 13.7.3.1.2 (2019-20)]
- k. On February 8, 2020, Gunn provided \$242 in impermissible inducements to then football prospective student-athlete [REDACTED], then football prospective student-athlete [REDACTED] during an unofficial visit to the institution. Specifically, Gunn arranged and paid for two rooms for one night at the Crowne Plaza hotel. [NCAA Bylaws 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2019-20)]
- l. On May 7, 2020, during the COVID-19 recruiting dead period, Boone, Gunn and members of the football staff arranged for then football prospective student-athlete [REDACTED] and his high school coach to have impermissible access to the institution's football stadium and impermissible recruiting contact with then football student-athletes [REDACTED] and [REDACTED] during [REDACTED] unofficial visit. [NCAA Bylaws 13.02.5.5, 13.1.2.1 and 13.2.1 (2019-20)]

- m. During the summer and/or fall of 2020, a member of the football staff provided then football prospective student-athlete [REDACTED] approximately \$40 in impermissible Tennessee-branded merchandise, including football gloves. [NCAA Bylaws 13.2.1 and 13.2.1.1-(b) (2020-21)]
- n. On November 13, 2020, Boone and Felton provided then football prospective student-athlete [REDACTED] approximately \$150 in impermissible Tennessee-branded clothing, including two sweatshirts. [NCAA Bylaws 13.2.1 and 13.2.1.1-(b) (2020-21)]

## **UNIVERSITY'S CONCLUSION**

Allegation 8 details a series of miscellaneous impermissible recruiting inducements. The University agrees that the majority of the allegation is substantially correct, but that Allegation 8-b lacks sufficient factual support and/or corroboration for a finding. Concerning Allegations 8-a, and 8-c through 8-n, the University agrees that violations occurred (or, where noted, more likely than not occurred) based upon the weight of the evidence. The University notes that several of the violations in Allegations 8-c through 8-n would be classified as Level II or III if alleged separately; however, given the overall scope and intentional nature of the violations, the University agrees that the Panel could collectively consider the violations as Level I.

Additionally, similar to Allegation 1, the enforcement staff has attributed a wide range of individual culpability in its charges (at times using “and/or” to assign responsibility or not identifying any specific staff member). The University accepts its institutional responsibility for the violations regardless of which involved individual(s) the Panel finds culpable for a particular violation(s).

## **REVIEW OF THE EVIDENCE**

*Allegation 8-a: J. Pruitt and Hughes providing [REDACTED] with \$400 cash*

Allegation 8-a concerns an alleged \$400 cash payment from J. Pruitt and Hughes to then prospective football student-athlete [REDACTED] in January 2019. The facts concerning this allegation are detailed in the University's report. [FL-001](#), pp. 92-93. [REDACTED] was initially interviewed by the University on March 2, 2021, during which he stated that he never received cash from

any football coaches or others affiliated with the football program.<sup>17</sup> Following [REDACTED] March 2021 interview, the University identified additional information that suggested [REDACTED] had been involved in other violations. In May 2021, at the request of the University and enforcement staff, the Chair of the COI granted [REDACTED] limited immunity.<sup>18</sup>

On June 3, 2021, the University and enforcement staff interviewed [REDACTED] under the grant a limited immunity, during which he reported receiving “like 400” (dollars) from Hughes during his official visit.<sup>19</sup> [FI-083](#), p. 7. [REDACTED] stated that he had asked J. Pruitt earlier in the visit if he (J. Pruitt) could “help me ([REDACTED] out” with money to purchase Christmas gifts and that J. Pruitt told him in response that he (J. Pruitt) would “find out what he could do and he’d let me know. And that’s when Drew called me like 20 minutes later and told me that he would meet me before I leave.” [FI-083](#), p. 9. When [REDACTED] was presented with information that his official visit occurred in mid-January 2019, [REDACTED] stated that the payment was “around Christmas, though, for sure.” [FI-083](#), p. 12.

With respect to the alleged exchange of money, [REDACTED] described that Hughes met him on the University’s campus in a golf cart, at which time [REDACTED] sat next to Hughes in the cart and surreptitiously received four 100-dollar bills from Hughes. [FI-083](#), pp. 9-10. [REDACTED] stated the exchange occurred on the last day of his official visit as he was about to depart campus. [FI-083](#), pp. 7-8, 10.

[REDACTED] also reported that [REDACTED] was present at the time, although he [REDACTED] did not believe [REDACTED] witnessed the exchange of money. [FI-083](#), p. 8. The University interviewed [REDACTED] on July 7, 2021, and [REDACTED] reported that he did not recall being present with Hughes and [REDACTED] nor did he witness any type of exchange between them.<sup>20</sup>

---

<sup>17</sup> See [3-2-21 \[REDACTED\] Transcript.pdf](#), p. 8. This interview was not included as factual information but was provided to the parties as other information. The University provided the recording and transcript of this interview to the enforcement staff with its investigative report.

<sup>18</sup> [\[REDACTED\] Immunity Request Ltr Tennessee 01225 052621.pdf](#).

<sup>19</sup> [REDACTED] official visit to the University took place on January 18, 2019. The University provided a series of records related to [REDACTED] to the enforcement staff, and those records were made available to the parties via the other information folder in the Secure Filing System. See [Exhibit114 \[REDACTED\] Tennessee 01225.pdf](#), which was initially provided with the report of the University’s investigation.

<sup>20</sup> The University provided the digital recording of [REDACTED] interview to the enforcement staff with its report. See [7-7-21 \[REDACTED\]](#). This record was provided to the parties as other information in the Secure Filing System.

Hughes was interviewed regarding the information reported by [REDACTED] on November 21, 2021. He reported that shortly before [REDACTED] departed from his official visit, he received a sealed envelope from J. Pruitt with the direction to deliver it to [REDACTED] [FI-089](#), pp. 27-32. Hughes provided additional detail concerning that event, some of which aligned with the information [REDACTED] reported (e.g., approximate location on the University's campus where the exchange occurred) and some of which did not (e.g., Hughes' recollection that he provided a sealed envelope versus [REDACTED] recollection that it was loose cash). Hughes also stated that he did not know what was inside the envelope and that he would not have knowingly relayed cash to [REDACTED] [FI-089](#), pp. 29, 31.

J. Pruitt denied giving cash to anyone to provide to [REDACTED] and stated that he did not remember if he gave Hughes an envelope to give [REDACTED] during [REDACTED] official visit. [FI-097](#), p. 73.

The University initially did not take a position regarding this allegation in its report due to an incomplete factual record, including that Hughes and J. Pruitt had not been interviewed regarding the issue. After reviewing the entirety of information in the record and assessing the credibility of the parties, the University agrees that it is more likely than not that J. Pruitt provided cash to [REDACTED] in a manner similar to that described by [REDACTED] and Hughes. [NOTE: [REDACTED] also reported that he received cash directly from J. Pruitt and other coaches on several other occasions, but there was no second source or record to corroborate that reported information. See [FI-001](#), pp. 90-96.]

*Allegations 8-b through 8-g and 8-i through 8-k: Hotel lodging, meals, entertainment, etc.*

Allegations 8-b through 8-g and 8-i through 8-k detail other occasions in which football staff members arranged and/or provided impermissible hotel lodging, meals, entertainment, etc. in connection with prospects' recruiting visits to Knoxville. These violations were executed in a manner consistent with other violations in this case.

The University notes that Allegation 8-b concerning [REDACTED] lacks sufficient factual support to make a finding, particularly since the only factual support is a hotel record, and neither [REDACTED] nor his mother was interviewed. Similarly, Allegations 8-e and 8-f have little factual support,

although the University acknowledges that the available evidence concerning the charges fits the pattern of similar violations.

Below are citations to select FIs concerning Allegations 8-b through 8-g and 8-i through 8-k.

- [FI-039](#) ([REDACTED] int.), pp. 12-15, 21, 25-27; [FI-040](#) (Hughes int.), pp. 52-59; [FI-044](#) ([REDACTED] int.), pp. 7-8; [FI-046](#) ([REDACTED] int.), pp. 6-12; [FI-054](#) ([REDACTED] int.), pp. 2-9; [FI-056](#) ([REDACTED] int.), pp. 7, 13, 15-24; [FI-061](#) ([REDACTED] int.), pp. 6-12; [FI-064](#) ([REDACTED] int.), pp. 2-5; [FI-065](#) ([REDACTED] int.), pp. 2-6; [FI-066](#) ([REDACTED] int.), pp. 4-8; [FI-069](#) ([REDACTED] int.), pp. 3-8; [FI-099](#) (hotel records), pp. 30-43, 46-48, 103-104, 119-138, 160-162; [FI-101](#) (Gunn texts), pp. 6918-6922, 7442-7443, 9807, 12059, 17714, 17721-17722, 17764-17768, 27588-27589; [FI-125](#) ([REDACTED] UV form); [FI-134](#) (Gunn text w/ Hughes); [FI-155](#) ([REDACTED] itinerary).

*Allegations 8-h, 8-m and 8-n: University-branded clothing to prospects*

The SEC initially alerted the University to the issue in Allegation 8-h in October 2019, prior to the initiation of this investigation. The University promptly investigated the matter, which resulted in a finding that a former football recruiting assistant had provided the three identified prospects with University-branded clothing and merchandise during their October 2019 official visits. The facts and findings of the University's investigation are detailed in [FI-200](#) (RSRO self-report) and [FI-201](#) (University investigation). The University revisited the issue in its investigation, particularly in its interviews of Gunn and Hughes. In Gunn's January 7, 2021, interview, she acknowledged arranging and providing the identified prospects with apparel/merchandise. [FI-020](#), pp. 190-193. Similarly, although Hughes denied knowledge of Gunn delivering backpacks of gear to the prospects, he acknowledged loaning University-branded clothing (e.g., long-sleeved T-shirts) to the identified prospects during their official visit and that they did not return the items. [FI-040](#), pp. 59-63 and [FI-089](#), pp. 22-23, 25. Accordingly, the University agrees that violations are supported by the testimony, and that Gunn and/or Hughes were responsible for the violations.

Regarding Allegation 8-m, then prospective football student-athlete [REDACTED] reported that he was mailed University-branded clothing and merchandise during his recruitment, including football gloves. [FI-079](#), pp. 42-46. The factual record also contains a photograph posted to social media showing [REDACTED] displaying Tennessee football gloves. [FI-193](#). While the factual support for this allegation is less substantial than other violations in this allegation, the University does not contest that a violation occurred.



Regarding Allegation 8-n, the University detailed its investigation of this issue in its report. [FI-001](#), pp. 141-142. The University promptly discovered the violation early in the investigation through its review of text messages involving then prospective football student-athlete [REDACTED] ([REDACTED] Boone and Felton, which indicated that Boone and Felton had arranged for an impermissible benefit to be delivered to [REDACTED] home in November 2020. [FI-103](#) (Boone texts), p. 2594; [FI-104](#) (Felton texts), pp. 806-808, 10794. [REDACTED] reported during his interview that two University-branded hooded sweatshirts were mailed to his home during his recruitment and provided a photograph of the items. [FI-055](#), pp. 22-25; [FI-180](#). The University acknowledges that the facts are sufficient to support a finding of a violation.

*Allegation 8-l: [REDACTED] May 2020 recruiting visit*

The University detailed its investigation and findings concerning Allegation 8-l in its report. [FI-001](#), pp. 132-133. Similar to other violations in this case, the University promptly discovered this issue through its review of text messages, which show that Gunn, Boone and others in the football program (including coaches who were not named in the allegation) were aware of then prospective football student-athlete [REDACTED] visit to Knoxville in May 2020 and arranged for him and his companions to have access to Neyland Stadium and in-person contact with then football student-athletes [REDACTED] and [REDACTED]. This violation also occurred during the COVID dead period, and as noted in this Response, the University educated the entire football program about the COVID dead period restrictions in place at the time, including access to facilities and arranging contact with student-athletes. [FI-182](#), pp. 5-8, 101, 151, 162-163.

Below are citations to select FIs concerning this violation:

- [FI-020](#) (Gunn int.), pp. 197-200; [FI-021](#) (Boone int.), pp. 66-76; [FI-029](#) (J. Pruitt int.), pp. 96-107; [FI-033](#) (Graham int.), pp. 37-71; [FI-085](#) ([REDACTED] int.), pp. 5-17; [FI-101](#) (Gunn texts), pp. 394-411, 5726-5731, 1378-13980, 23847-23848; [FI-103](#) (Boone texts), pp. 12848-12853, 25078-25087; [FI-114](#) (Gunn voice memo); [FI-115](#) (Gunn voice memo).

**9. [NCAA Division I Manual Bylaws 16.11.2.1 (2019-20 through 2020-21) and 12.11.1 and 16.8.1 (2020-21)]**

It is alleged that on at least 11 occasions from April through November 2020, Chantryce Boone, then assistant director of recruiting; Bethany Gunn (Gunn), then director of recruiting; Brian Niedermeyer (Niedermeyer), then assistant football coach; Jeremy Pruitt (J. Pruitt), then head football coach; and/or [REDACTED] ([REDACTED] then recruiting assistant, provided impermissible benefits in the form of cash to at least seven student-athletes to offset general living expenses, to impermissibly host visiting prospective student-athletes during the COVID recruiting dead period and/or to assist in the repayment of NCAA reinstatement conditions. The approximate value of the impermissible benefits was \$1,338. As a result of the impermissible benefits, four student-athletes competed in a total of 31 contests and received actual and necessary expenses while ineligible. Specifically:

- a. During April 2020, J. Pruitt provided approximately \$100 in impermissible cash to then football student-athlete [REDACTED]. [NCAA Bylaw 16.11.2.1 (2019-20)]
- b. During May 2020, J. Pruitt provided approximately \$150 in impermissible cash to then football student-athlete [REDACTED] [NCAA Bylaw 16.11.2.1 (2019-20)]
- c. On July 25, 2020, Niedermeyer provided approximately \$300 in impermissible cash for football student-athlete [REDACTED] to use while impermissibly hosting football prospective student-athletes [REDACTED] and [REDACTED] ([REDACTED] as described in Allegation No. 1-a-(4). [NCAA Bylaw 16.11.2.1 (2019-20)]
- d. On at least three occasions from August 14 through October 4, 2020, Gunn and [REDACTED] provided a total of approximately \$361 in impermissible cash for then football student-athlete [REDACTED] ([REDACTED] to use while impermissibly hosting [REDACTED] as described in Allegation Nos. 1-b-(3), 1-d-(3) and 1-f-(7). Additionally, Gunn paid a tow charge for [REDACTED] car when it broke down after striking a curb while hosting [REDACTED] [NCAA Bylaw 16.11.2.1 (2020-21)]
- e. In September or October 2020, Niedermeyer provided \$160 in impermissible cash to then football student-athlete [REDACTED] ([REDACTED] The purpose of the cash was to assist [REDACTED] in making the restitution payment for the institutionally discovered violation detailed in Allegation No. 8-h. [NCAA Bylaw 16.11.2.1 (2020-21)]
- f. On at least two occasions from October 8 through November 14, 2020, Gunn, [REDACTED] and/or Niedermeyer arranged for and/or provided approximately \$120 in impermissible cash for then football student-athletes [REDACTED] and [REDACTED] to use while impermissibly hosting football prospective student-athletes [REDACTED] and [REDACTED] ([REDACTED] as described in Allegation Nos. 1-g-(4) and 1-i-(2). [NCAA Bylaw 16.11.2.1 (2020-21)]
- g. On October 9 and 10, 2020, Boone and Gunn provided approximately \$67 in impermissible cash for [REDACTED] to use while impermissibly hosting [REDACTED] as described in Allegation No. 1-g-(12). [NCAA Bylaw 16.11.2.1 (2020-21)]
- h. During October 2020, Gunn provided approximately \$80 in impermissible cash for football student-athlete [REDACTED] to use while impermissibly hosting football prospective student-athlete [REDACTED] [NCAA Bylaw 16.11.2.1 (2020-21)]

## **UNIVERSITY'S CONCLUSION**

The University agrees that the majority of the information in Allegation 9 is substantially correct, that violations occurred and that violations are collectively Level I. However, as detailed below, the University does not agree that Allegation 9-h is supported by the weight of the evidence.

Allegations 9-a and 9-b are based exclusively upon information J. Pruitt reported during his March 7, 2022, interview with the enforcement staff. [FI-097](#). Based upon the other instances in which the University found that J. Pruitt personally provided money to prospective student-athletes and their family members, the University agrees that it is more likely than not that the violations occurred.

A review of the evidence and testimony concerning Allegations 9-c through 9-h is provided below and/or in the report of the University's investigation. [FI-001](#).

## **REVIEW OF THE EVIDENCE**

### *Allegation 9-a: J. Pruitt cash payment to* [REDACTED]

The violation detailed in Allegations 9-a was reported by J. Pruitt during his March 7, 2022, interview with the enforcement staff. J. Pruitt did not permit the University to participate in that interview. As part of J. Pruitt's explanation for providing money to [REDACTED] [Allegation 2-b-14], J. Pruitt noted that he also gave \$100 to then football student-athlete [REDACTED] during the COVID-19 pandemic [REDACTED]. [FI-097](#), pp. 23-24, 27-28. J. Pruitt claimed that he told then assistant athletics director for compliance Adam Tate (Tate) about the matter at the time and that Tate replied that he (Tate) would "handle it."

There is no additional factual support for this violation beyond J. Pruitt's interview statements and admission, nor is there any support for J. Pruitt's assertion that he contemporaneously advised Tate about his provision of cash to a student-athlete. Tate was not interviewed regarding this matter. Based upon J. Pruitt's voluntary admission of the violation, the University agrees it is more likely than not that it occurred.

Allegation 9-b: J. Pruitt cash payment to [REDACTED]

Similar to the alleged payment from J. Pruitt to [REDACTED], the information in Allegation 9-b was reported by J. Pruitt during his March 7, 2022, interview. J. Pruitt reported that he gave [REDACTED] \$150 during COVID-19 to assist [REDACTED].

[FI-097](#), pp. 24, 28. J. Pruitt also stated that he contemporaneously informed Tate of that payment.

There is no additional factual support for this violation beyond J. Pruitt's voluntary admission, nor is there any support for his assertion that he told Tate of this issue. Tate was not interviewed regarding this matter. [REDACTED] reported receiving a series of other, larger cash payments from J. Pruitt that did not include the payment J. Pruitt described and were not alleged by the enforcement staff. [FI-001](#), pp. 90-96 and [FI-083](#). Based upon J. Pruitt's voluntary admission of the violation, the University agrees it is more likely than not that it occurred.

Allegations 9-c, 9-d, 9-f and 9-g: Impermissible host money

The violations detailed in Allegations 9-c, 9-d, 9-f and 9-g derive from Allegation 1 and concern the provision of nominal amounts of cash to then current football student-athletes to host prospects who visited Knoxville during the COVID dead period. The University detailed these violations in the report of its investigation. [FI-001](#), pp. 16-17 (9-c); 22-26, 38, 45-46 (9-d); 59 (9-h); and 50-51 (9-f and 9-g).

Regarding Allegation 9-c, the University acknowledges that the weight of the factual information – primarily the information reported by then football student-athlete [REDACTED] ([REDACTED] and phone and text records – supports that Niedermeyer provided [REDACTED] with \$300 cash to host [REDACTED] and [REDACTED] during the prospects' July 24-26 visit to Knoxville. [FI-041](#), pp. 11-12 and [Exhibit 1](#) (phone records).

Regarding Allegation 9-d, Gunn, [REDACTED] and [REDACTED] each acknowledged [REDACTED] receipt of impermissible host money arranged and/or provided by Gunn and [REDACTED]. Text messages support these violations occurred. Below are citations to select FIs concerning these violations:

- [FI-013](#) (int.), pp. 2-11, 16-22; [FI-014](#) (int.), pp. 6, 10-11, 18-19, 47-48; [FI-020](#) (Gunn int.), pp. 45-47, 78, 84-85; [FI-082](#) (int.), pp. 7-12, 17-18, 24-32; [12-16-20 Transcript.pdf](#),<sup>21</sup> [FI-101](#) (Gunn texts), pp. 2872-2886, 2888-2889, 21376-21395, 21406-21410, 23572; [FI-162](#) (Gunn Venmo to [redacted] for tow); [FI-165](#) ([redacted] texts w/ [redacted])

Regarding Allegation 9-f, [redacted] reported that [redacted] provided him with approximately \$60 cash in connection with then prospective football student-athletes [redacted] ([redacted] October 2020 visit [Allegation 1-g], which he claimed to have spent on chicken wings for himself and [redacted] ([redacted] accompanied them but did not eat). [FI-009](#), pp. 8-9 and [FI-059](#), pp. 6-8. Regarding [redacted] November 2020 visit [Allegation 1-i], [redacted] reported that he received money from [redacted] to entertain [redacted] [FI-059](#), pp. 6-9. However, [redacted] denied that he received any money from Niedermeyer and was uncertain whether Gunn ever provided him money in connection with these visits. [FI-059](#), pp. 7, 19. [redacted] initially denied that he received any money from football staff members, but later acknowledged that he received \$100 from [redacted] on one occasion, but it was not connected to visits by [redacted] or [redacted] as alleged. [FI-010](#), pp. 7, 11, 20, 22-23. The factual information supports that [redacted] received impermissible host money from [redacted] and possibly Gunn, in connection with visits by [redacted] and [redacted]. However, the evidence is not sufficient to conclude that Niedermeyer was involved or that [redacted] received money in connection with these visits.

Regarding Allegation 9-g, then football student-athlete [redacted] ([redacted] February 15, 2021, interview and text messages support that Boone or Gunn provided him with money to host [redacted] during [redacted] October 2020 visit to Knoxville. [Allegation 1-g]. [FI-045](#) ([redacted] int.), pp. 4-9 and [FI-103](#) (Boone texts), pp. 10477-10499.

*Allegation 9-e: Niedermeyer \$160 cash payment to [redacted] for SAR restitution*

The violation in Allegation 9-e is detailed in the University's report of investigation. [FI-001](#), pp. 127-128. [redacted] reported that Niedermeyer gave him approximately \$160 so that he could make restitution regarding his receipt of impermissible gear during his official visit, which is detailed in Allegation 8-h. [FI-](#)

---

<sup>21</sup> This interview was provided to the parties as other information but not included in factual information.

[045](#), pp. 14-17. Niedermeyer denied this allegation. [FI-091](#), pp. 42-46. Ultimately, the University believes the factual information and weight of the credible testimony is sufficient to conclude that the violation occurred. [REDACTED] provided a detailed account of this issue, and the University confirmed that he paid his \$160 reinstatement condition for the violation in Allegation 8-h in nearly all cash (\$10 was via debit card).

*Allegation 9-h: Gunn \$80 cash payment to [REDACTED] to host [REDACTED]*

Finally, concerning Allegation 9-h, the University submits that the evidence does not support that a violation occurred. Then football student-athlete [REDACTED] ([REDACTED] reported during his March 3, 2021, interview that he socialized with [REDACTED] during [REDACTED] October 2020 visit to Knoxville [Allegation 1-h], but that he ([REDACTED] did not receive money from Gunn as part of that occasion. [REDACTED] stated that he spent approximately \$100 of his own money on [REDACTED] and that he sought reimbursement of those funds from Gunn, but never received any money from her. [FI-056](#), pp. 30-32. Gunn's text messages with [REDACTED] indicate that they discussed reimbursing [REDACTED] for his out-of-pocket expenses, but also support that no exchange of money ever took place. [FI-101](#), pp. 17766-17768. Accordingly, the University does not agree that the evidence supports that a violation occurred.

**10. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(b) (2018-19 through 2020-21) and 10.1-(c) (2020-21)]**

It is alleged that between September 2018 and January 2021, Bethany Gunn (Gunn), then director of football recruiting, violated the NCAA principles of ethical conduct when she knowingly (a) arranged for and/or provided impermissible inducements and benefits to numerous prospective student-athletes, their families, friends, and coaches, and student-athletes, as detailed in Allegation Nos. 1 through 10; (b) influenced others to furnish the institution with false or misleading information related to possible violations of NCAA legislation; and (c) provided false or misleading information to the institution and enforcement staff regarding her knowledge of or involvement in NCAA violations. Specifically:

- a. From September 2018 through November 2020, Gunn violated the NCAA principles of ethical conduct when she knowingly arranged, offered and provided prospective and enrolled student-athletes with improper inducements and extra benefits in the form of hotel lodging, meals, entertainment, transportation, gameday parking and student host money to multiple prospective student-athletes and student-athletes, as detailed in Allegation Nos. 1 through 9. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(b) (2018-19 through 2020-21)]
- b. During December 2020, Gunn violated the NCAA principles of ethical conduct when she knowingly influenced [REDACTED] ([REDACTED] mother of then football student-athlete [REDACTED])

to furnish University of Tennessee, Knoxville, false or misleading information concerning [REDACTED] involvement in or knowledge of matters relevant to a possible NCAA violation. Specifically, prior to [REDACTED] December 19, 2020, interview with the institution related to potential impermissible hotel lodging, Gunn instructed [REDACTED] to inform the institution that [REDACTED] directly reimbursed Gunn for securing or holding hotel rooms for [REDACTED] while she attended the institution's home football contests. The factual record substantiates the [REDACTED] did not reimburse Gunn for the hotel rooms. [NCAA Bylaws 10.01.1, 10.1, and 10.1-(c) (2020-21)]

- c. During her January 7, 2021, interview, Gunn knowingly provided false or misleading information to the institution when she reported that she only used her own money to fund the impermissible inducements provided to then prospective and enrolled student-athletes as detailed in Allegation No. 1. The factual record substantiates that Gunn did not fund the impermissible recruiting activities with her own money. [NCAA Bylaws 10.01.1, 10.1, and 10.1-(c) (2020-21)]

### **UNIVERSITY'S CONCLUSION**

The University agrees that the information concerning Allegations 10-a and 10-c is substantially correct and that the evidence supports findings of unethical conduct based on Gunn's (i) knowing involvement in arranging, offering and/or providing impermissible benefits in the underlying violations, and (ii) knowing provision of false or misleading information during her January 7, 2021, interview with University investigators. The University agrees that the violations are Level I.

However, concerning Allegation 10-b, the University does not agree that the facts in the record are sufficient to make a finding that Gunn knowingly influenced [REDACTED] to report false or misleading information during her ([REDACTED]) December 2020 interview. Throughout this case, the University has taken the position that some corroboration is required to conclude that a violation occurred, particularly for serious violations (e.g., unethical conduct). The only information supporting this allegation is a brief exchange during [REDACTED] April 15, 2021, interview in which [REDACTED] claimed that Gunn told her in December 2020 to "just tell them (University investigators) you gave me the money for it (hotel lodging)." [FI-071](#), p. 22.

[REDACTED] April 15 testimony concerning visits to Knoxville and cash payments from J. Pruitt were supported by additional evidence. However, she did provide inaccurate and/or misleading information during her December 2020 interview, and there is no additional support in the record for her statement that Gunn "influenced" or "instructed" her to lie to University investigators. Accordingly, the University

concluded that [REDACTED] statement alone is not sufficient to make a finding of the serious charge detailed in Allegation 10-b.

## **REVIEW OF THE EVIDENCE**

The University interviewed Gunn on three occasions – November 23 and 24, 2020, and January 7, 2021.<sup>22</sup> At the beginning of all three interviews, University investigators advised Gunn of her obligation under Bylaw 10.1 to provide truthful, complete and accurate information and each time she acknowledged her understanding of this obligation. On October 18, 2021, approximately 10 months after the University terminated Gunn’s employment, the enforcement staff conducted a fourth interview of Gunn with University representatives present. [FI-087](#). The University understands that Gunn’s statements from this interview are also addressed in a post-separation notice of allegations to which the institution is not a party.

### *Allegation 10-a: Gunn knowingly arranged, offered and provided impermissible benefits*

In this Response and throughout the report of its investigation, the University provided an extensive review and analysis of the facts demonstrating Gunn’s knowing involvement in providing impermissible benefits, both recruiting inducements to prospects (and their companions) and extra benefits to football student-athletes (often as part of the same occasion). At times during her January 7, 2021, interview, Gunn acknowledged her involvement in impermissible activity. [FI-020](#), pp. 7-8, 31, 37, 45-46, 71, 81, 141, 165, 183. However, the University submits that, overall, Gunn frequently provided false or misleading information in her January 7 interview, even when presented with overwhelming factual information showing her knowledge of and involvement in violations.

---

<sup>22</sup> Gunn’s November 23, 2020, interview transcript was provided to the parties as other information. See [11-23-20 Bethany Gunn Transcript.pdf](#). Gunn’s November 24, 2020, interview recording was provided to the parties as other information. See [11-24-20 Bethany Gunn.wav](#). However, the transcript for Gunn’s November 24 interview was not included as factual information or other information (the University included this transcript with its report of investigation that was submitted to the enforcement staff). Gunn’s January 7, 2021, interview is [FI-020](#).



*Allegation 10-c: Gunn knowingly providing false or misleading information in her January 7, 2021, interview*

During her January 7, 2021, interview Gunn repeatedly claimed that she personally financed the thousands of dollars in impermissible recruiting inducements and benefits in this case. [FI-020](#), pp. 7-9, 38-39, 74, 79, 108, 133-135, 162-163, 166, 183. For instance, Gunn reported that she kept thousands of dollars in cash on her person or at her residence, which she claimed to have used to for hotels, meals, entertainment, host money detailed throughout this case. [FI-020](#), pp. 8, 29, 43, 108, 137, 149, 161. Gunn also repeatedly denied that she was provided money by football coaches or staff members to finance the inducements and benefits. [FI-020](#), pp. 48-49, 152. Often, during the time period of violations at issue in Allegation 1, Gunn's personal bank accounts were nearly depleted or overdrawn. [FI-145](#). Gunn also communicated with other individuals, like [REDACTED] concerning other sources of funds, including an "extra funds stash" in the football program. [FI-101](#), p. 5947. Given the considerable scope and expense of impermissible benefits in this case, coupled with various records such as Gunn's bank records and text messages, Gunn's claims that she personally financed the impermissible benefits in this case are neither plausible nor credible.

**11. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(b) (2018-19 through 2020-21)]**

It is alleged that between November 2018 through August 2020, Jeremy Pruitt (J. Pruitt), then head football coach, violated the NCAA principles of ethical conduct when he knowingly arranged, offered and provided prospective and enrolled student-athletes and their family members or individuals associated with prospective student-athletes (IAWP) with improper inducements and extra benefits in the form of impermissible IAWP entertainment and cash payments to numerous individuals, as detailed in Allegation Nos. 1-a-(5), 2-b-(1), 2-b-(4), 3-a-(3), 8-a, 8-j, 9-a and 9-b.

**UNIVERSITY'S CONCLUSION**

The University agrees that the information in Allegation 11 is substantially correct and that J. Pruitt violated the NCAA principles of ethical conduct when he knowingly provided improper inducements and extra benefits to prospective and enrolled student-athletes and their family members. Specifically, the evidence supports that J. Pruitt knowingly violated established NCAA legislation when he: provided at least \$3,300 in cash payments to [REDACTED] [Allegations 2-b-(1) and 2-b-(4)]; provided \$6,000 cash to [REDACTED]

██████████ [Allegation 3-a-(3)]; and arranged or provided more than \$1,350 in inducements/extra benefits to other prospective or enrolled student-athletes [Allegations 8-a, 8-j, 9-a and 9-b]. The University agrees the violations are Level I.

## **REVIEW OF THE EVIDENCE**

The University interviewed J. Pruitt during its investigation on January 14, 2021, with the enforcement staff present. [FI-029](#). The University terminated J. Pruitt's employment effective January 19, 2021. On March 7, 2022, the enforcement staff interviewed J. Pruitt; however, he did not permit University representatives to participate. [FI-097](#).

### **Allegation 1-a-(5): Entertainment, food and drinks to high school coaches**

The University reviewed and analyzed the evidence pertaining to Allegation 1-a-(5) in this Response and the report of its investigation. [FI-001](#), p. 17. The University acknowledges that a July 25, 2020, gathering at J. Pruitt's residence occurred and that impermissible recruiting contacts occurred (during a dead period). However, the only factual information supporting that food was provided to high school coaches ██████████ (██████████ high school coach) and ██████████ (high school coach for then prospective football student-athlete ██████████) appears to be a single text message sent from C. Pruitt to J. Pruitt at 9:47 p.m. on July 25 in which she stated "[e]veryone is coming up to eat, should I order something?" [FI-202](#), p. 19.

Based on the lack of context surrounding this text, coupled with the fact that the message was sent later in the evening, it is not conclusive that food was provided to the high school coaches. Notably, neither ██████████ nor ██████████ reported during their interviews that they received food or drinks on this occasion. [FI-057](#) and [FI-060](#). There is also no specification as to what type of food was allegedly provided or the value thereof, both of which would be relevant as to whether the benefit rose to the level of unethical conduct. Therefore, although the University agrees that a recruiting violation occurred in connection with the gathering, the evidence does not clearly support that J. Pruitt provided food to ██████████ and ██████████ or that a derivative unethical-conduct finding is supported.

Allegations 2-b-(1) and 2-b-(4): \$3,000 and \$300 cash payments to [REDACTED]

The University previously reviewed and analyzed the facts pertaining to the \$3,000 cash payment to [REDACTED] detailed in Allegation 2-b-(1) in this Response and the report of its investigation. [FI-001](#), pp. 69-70. Additionally, the University previously evaluated the facts concerning the \$300 payment to [REDACTED] detailed in Allegation 2-b-(4) in this Response. As noted previously, the only factual support for the \$300 payment is J. Pruitt's admission in his March 2022 interview. [FI-097](#), p. 25.

Concerning the \$3,000 cash payment, the University notes that J. Pruitt denied making the payment ([FI-097](#), pp. 28-29), but nevertheless acknowledges that the facts support that the underlying violation occurred and, therefore, an unethical-conduct finding is warranted. Similarly, regarding the \$300 payment, the University agrees that J. Pruitt's admission supports both a finding of the underlying violation and unethical conduct, regardless of J. Pruitt's purported rationale for making the payment.

Allegation 3-a-(3): \$6,000 cash payment to [REDACTED]

The University previously reviewed and analyzed the evidence concerning J. Pruitt's alleged provision of \$6,000 cash to [REDACTED] in its response to Allegation 3-a-(3) and in the report of its investigation. [FI-001](#), pp. 104-106. J. Pruitt denied making this payment ([FI-097](#), pp. 38-43), but the University concluded that the evidence supports that it is more likely than not that he made the payment as alleged. The University agrees that this payment supports a finding of unethical conduct.

Allegation 8-a: \$400 cash payment to [REDACTED]

The University previously reviewed and analyzed the facts concerning J. Pruitt providing \$400 cash to [REDACTED] during [REDACTED] January 2019 official visit detailed in Allegation 8-a in this Response and in the report of its investigation. [FI-001](#), pp. 92-93. The primary evidentiary supports for this allegation are interview statements from [REDACTED] and Hughes. In June 2021, [REDACTED] reported that he asked J. Pruitt for money during his official visit, and that on the final day of his visit shortly before departing campus, Hughes gave him \$400 cash. [FI-083](#), pp. 6-10. Hughes provided some corroboration for [REDACTED] claim when he reported in his November 1, 2021, interview that J. Pruitt provided him with a sealed envelope to relay to [REDACTED] during [REDACTED] official visit, which he said he delivered to

██████████ on campus at the end of the visit. [FI-089](#), pp. 26-29. There are some discrepancies in the testimony, including ██████████ disputing ██████████ claim that he was present when the purported exchange occurred, and ██████████ recollection that the transaction was in cash (not an envelope).

J. Pruitt denied this allegation in his March 2022, interview and stated he did not remember providing Hughes with an envelope to relay to ██████████ [FI-097](#), pp. 72-73. Ultimately, based on an assessment of the testimony, the University concluded that it is more likely than not that the violation occurred in a manner similar to that detailed by ██████████. Accordingly, the underlying finding supports a finding of unethical conduct concerning to Pruitt's involvement.

*Allegation 8-j: Impermissible inducements to ██████████ in January 2020*

The University provided its assessment of the evidence concerning the impermissible benefits provided to then prospective football student-athlete ██████████ during his January 2020 recruiting visit in its response to Allegation 8-j and its report of investigation. [FI-001](#), pp. 116-118. In summary, during a February 3, 2021, interview, then football quality control analyst ██████████ reported that he received express direction from J. Pruitt to treat ██████████ visit as an official visit (in other words, provide ██████████ with the benefits customarily provided to prospects on official visits), even though the football program recorded and reported it as an unofficial visit with athletics compliance. [FI-039](#), pp. 25-29, 40. Thereafter, ██████████ assisted in providing impermissible benefits to ██████████ and his family, including pre-paying for the ██████████ hotel accommodations in cash prior to their arrival in Knoxville. [FI-039](#), pp. 12, 41.

J. Pruitt denied knowledge of ██████████ receipt of impermissible benefits in connection with his January 2020 visit but stated that the football staff did try to involve ██████████ in the official visit activities to make him feel like an official visitor. [FI-097](#), pp. 108-111. Ultimately, the University concluded that ██████████ heeded J. Pruitt's direction and, as a result, provided impermissible recruiting inducements to ██████████ and his parents. To the extent that the Panel finds J. Pruitt's instruction to ██████████ constitutes an "arrangement" of impermissible inducements, the University agrees that an unethical-conduct finding relating to Allegation 8-j is warranted.

Allegations 9-a and 9-b: Cash payments to [REDACTED] and [REDACTED]

The University reviewed and analyzed the facts concerning J. Pruitt's \$100 payment to [REDACTED] and his \$150 payment to [REDACTED] previously in this Response. Similar to the \$300 payment to [REDACTED] detailed in Allegation 2-b(4), the only factual support for these payments derives from J. Pruitt's admissions during his March 2022 interview. [FI-097](#), pp. 23-24, 27-28. In summary, J. Pruitt reported that he gave [REDACTED] and [REDACTED] money because they were dealing with financial hardships brought about by the COVID-19 pandemic, and he claimed there was a lack of money in the student assistance fund. [NOTE: At no point in 2020 was the balance in the fund less than \$68,000.] The University agrees that J. Pruitt's admissions support findings regarding the underlying violations and an unethical-conduct finding, regardless of his purported rationale for making the payments.

**12. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(b) (2018-19 through 2020-21) and 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)]**

It is alleged that between January 2019 and January 2021, Brian Niedermeyer (Niedermeyer), then assistant football coach, violated the NCAA principles of ethical conduct when he knowingly arranged for and provided impermissible inducements and benefits to numerous prospective student-athletes, their families, friends or individuals associated with prospective student-athletes (IAWP) and student-athletes, as detailed in Allegation Nos. 1, 3, 5 and 9. Additionally, Niedermeyer violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff regarding his knowledge of or involvement in NCAA violations. Specifically:

- a. From January 2019 through November 2020, Niedermeyer violated the NCAA principles of ethical conduct when he knowingly arranged, offered and provided prospective and enrolled student-athletes, their family members, friends or IAWPs with improper inducements and extra benefits in the form of impermissible visit expenses; hotel lodging; meals; transportation; entertainment; impermissible student host money; cash payments; and University of Tennessee, Knoxville-branded clothing as detailed in Allegation Nos. 1, 3-b(2), 3-b(4), 5, 9-c, 9-e and 9-f. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(b) (2018-19 through 2020-21)]
- b. During his January 13, 2021, interview, Niedermeyer knowingly provided false or misleading information to the institution and enforcement staff when he denied knowledge of, arranging for or providing impermissible inducements or benefits related to the impermissible COVID-19 recruiting dead period visits detailed in Allegation Nos. 1, 3 and 9. The factual record substantiates Niedermeyer arranged for and financed portions of the impermissible activities detailed in Allegation No. 1; arranged for multiple impermissible hosts of prospects or their family members as detailed in Allegation Nos. 1-a(2), 1-a(4), 1-b(7) and 1-b(8); and provided the impermissible

hosts with impermissible benefits as detailed in Allegation Nos. 3-b-(4) and 9-c. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)]

## **UNIVERSITY'S CONCLUSION**

The University agrees the information in Allegation 12 is substantially correct and that Niedermeyer violated the NCAA principles of ethical conduct when he knowingly arranged and provided the improper inducements and extra benefits detailed in Allegations 1, 3 (in part), 5 and 9.<sup>23</sup> Specifically, the evidence supports that Niedermeyer knowingly violated established NCAA legislation when he: arranged or provided impermissible inducements and extra benefits, including cash, to prospective student-athletes and student-athletes [Allegations 1-a-(2), 1-a-(4), 3-b-(2), 3-b-(4), 9-c, 9-e and 9-f]; arranged for impermissible recruiting contacts with [REDACTED] [Allegations 1-b-(6) and 1-b-(7)]; and arranged and provided impermissible inducements to [REDACTED] [Allegation 5-a].

Further, the University agrees that Niedermeyer did not meet his obligations to cooperate and that he provided false and misleading information concerning his role in the cited violations detailed in Allegations 1, 3-b-(2), 3-b-(4) and 9.

The University agrees that the violations are Level I.

## **REVIEW OF THE EVIDENCE**

Niedermeyer was interviewed by the University and enforcement staff on January 13 and November 14, 2021. [FI-027](#) and [FI-091](#). The University terminated Niedermeyer's employment effective January 19, 2021.

### **Allegation 1-a-(2): University-branded clothing to [REDACTED]**

Allegation 1-a-(2) is based upon testimony from [REDACTED] who reported that Niedermeyer provided him with a bag of apparel during his July 24-26, 2020, visit to Knoxville [Allegation 1-a]. [FI-023](#), pp. 7-

---

<sup>23</sup> The University confirmed with the enforcement staff that it intended to cite Allegation 1-b-(6), an arrangement for an impermissible contact for which Niedermeyer is alleged to have been involved, and not Allegation 1-b-(8). It has addressed Allegation 1-b-(6) in response to this charge.

9. [REDACTED] also reported that [REDACTED] left Knoxville following the visit with a bag of apparel. [FI-057](#), p. 12. Niedermeyer denied that he provided apparel to [REDACTED] as alleged. [FI-027](#), p. 22. The University's review of the evidence concerning the allegation is detailed the report of the University's investigation. [FI-001](#), pp. 15-16.

Allegations 1-a-(4) and 9-(c): Impermissible inducements/extra benefits to [REDACTED] and [REDACTED] during July 24-26, 2020, visit to Knoxville.

Niedermeyer denied that he arranged for [REDACTED] to host/entertain [REDACTED] [REDACTED] and [REDACTED] on [REDACTED] boat during the prospects' July 2020 visit to Knoxville or that he provided \$300 cash to [REDACTED] to entertain the prospects. [FI-027](#), pp. 46-51. However, [REDACTED] [REDACTED] [REDACTED] and [REDACTED] each reported that [REDACTED] took the prospects on his boat on the Tennessee River and subsequently paid for the prospects' meal at Calhoun's restaurant. [FI-023](#), pp. 44-46; [FI-035](#), pp. 14, 17, 24-26; [FI-079](#), pp. 26, 30-34; [FI-041](#), pp. 7-8. [REDACTED] reported that Niedermeyer provided him with \$300 cash in advance of the prospects' visit. [FI-041](#), pp. 11-12. Phone records further support that Niedermeyer arranged the entertainment with [REDACTED] and that he provided false and misleading information concerning these violations. [Exhibit 1](#). The University addressed this allegation and Niedermeyer's involvement in its responses to Allegations 1 and 9 and the report of the its investigation. [FI-001](#), pp. 16-17 and 29-31. The evidence supports that the underlying violation occurred and that an unethical-conduct finding is warranted.

Allegations 1-b-(6), 1-b-(7), 3-b-(2) and 3-b-(4): Arrangements for impermissible contacts and inducements to [REDACTED] and extra benefits to [REDACTED]

Niedermeyer denied that he was involved in arranging and funding a meeting on or about August 15, 2020, between [REDACTED] and [REDACTED] during which [REDACTED] received free nail salon services and a meal. He also denied arranging a meeting on or about August 15, 2020, between [REDACTED] and [REDACTED] which constituted an impermissible recruiting contact during their tour of Knoxville. The factual information – including phone and text message records and testimony from [REDACTED] ([FI-077](#), pp. 91-96) and [REDACTED] ([FI-058](#), pp. 2-3) – supports that Niedermeyer was involved in the arrangements. The University's conclusions concerning the violations and Niedermeyer's involvement are detailed in its response to Allegations 1 and 3 and the report

of the University's investigation. [FI-001](#), pp. 23-24 and 29-31. Based upon Niedermeyer's role in the underlying violation, a finding of unethical conduct respective to his involvement is supported.

Allegation 3-b-(2): Cash payment to [REDACTED] for housing

This allegation is based upon testimony from [REDACTED] [FI-077](#), pp. 21-30. In his November 14, 2021, interview, Niedermeyer denied that he arranged or provided [REDACTED] with a \$1,600 cash payment in May 2019 toward the first month's rent on [REDACTED] Knoxville rental home. [FI-091](#), pp. 25-27. The University concluded that it is more likely than not that this underlying violation occurred. Accordingly, Niedermeyer violated the principles of ethical conduct when he was engaged in making the payment.

Allegation 5: Impermissible cash payment to, and recruiting contact with, [REDACTED]

Allegation 5-a details Niedermeyer's impermissible contact with [REDACTED] at his high school in January 2019 ([REDACTED]), and Niedermeyer's provision of approximately \$750 cash to [REDACTED] during that meeting. This allegation is based upon detailed testimony from [REDACTED] and contemporaneous travel records indicating that Niedermeyer visited [REDACTED] high school on or about the date [REDACTED] described. [FI-049](#), pp. 33-41; [FI-130](#), p. 27. In his November 14, 2021, interview, Niedermeyer denied that he engaged in impermissible contact with [REDACTED] at his high school and provided [REDACTED] with \$750 cash. [FI-091](#), pp. 27-35.

The University believes that Allegation 5-a is the only portion of Allegation 5 for which Niedermeyer is accountable for a finding of unethical conduct.

Allegations 9-e and 9-f: Extra benefits to [REDACTED] [REDACTED] and [REDACTED]

Niedermeyer denied that he provided [REDACTED] with \$160 cash for the purposes of [REDACTED] making restitution for a student-athlete reinstatement condition relating to apparel he received during a recruiting visit. [FI-091](#), pp. 42-45. [REDACTED] provided a detailed description of his receipt of the money from Niedermeyer in his February 15, 2021, interview. [FI-045](#), pp. 14-21. Niedermeyer reported that he provided \$40 cash to [REDACTED] and [REDACTED] on one occasion in fall 2020, but denied providing cash to [REDACTED] or [REDACTED] on any other occasion. [FI-091](#), pp. 18-22. The University's conclusions concerning



Niedermeyer's involvement are detailed in its response to Allegations 1 and 9 and the report of the University's investigation. [FI-001](#), pp. 50, 59-61, 127-128.

Based upon the evidence that demonstrates Niedermeyer's role in the underlying violations and his provision of false and misleading information in denying his involvement, the University agrees that an unethical-conduct finding is supported.

### **13. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b) (2018-19 and 2019-20)]**

It is alleged that between at least January 2019 and January 2020, Drew Hughes (Hughes), then director of player personnel, violated the NCAA principles of ethical conduct when he knowingly arranged for and provided impermissible inducements in the form of impermissible unofficial visit expenses, including hotel lodging; transportation; University of Tennessee, Knoxville-branded clothing; and cash payments to at least six prospective student-athletes, as detailed in Allegation Nos. 4-b, 4-e, 4-j, 8-a, 8-b, 8-c, 8-h, 8-i and 8-j.

### **UNIVERSITY'S CONCLUSION**

The University agrees the information in Allegation 13 is substantially correct as it concerns Hughes' arrangement and provision of the impermissible benefits detailed in Allegations 4-b, 4-e, 4-j, 8-c, 8-i and 8-j, and that Hughes violated the NCAA principles of ethical conduct with respect to those underlying violations. The University agrees that a derivative unethical-conduct violation is Level I.

As detailed in response to Allegation 8, the University does not agree that the evidence supports an underlying violation with respect to 8-b, and therefore, an unethical-conduct charge with respect to that allegation is not supported and should be withdrawn. Similarly, the evidence concerning Hughes' role in Allegations 8-a and 8-h is not a sufficient basis for an unethical conduct charge.

### **REVIEW OF THE EVIDENCE**

Hughes was interviewed by the University and enforcement staff on February 4 and November 1, 2021. [FI-040](#) and [FI-089](#). Hughes was not employed by the University at the time of either interview. Below is the University's review and analysis of evidence concerning Hughes' knowledge of and/or

involvement in the underlying violations that serve as a basis for the enforcement staff's unethical-conduct charge.

Allegations 4-b, 4-e and 4-j: Impermissible benefits to [REDACTED] and his father

The University reviewed and analyzed the evidence supporting Hughes' knowledge of and/or involvement in arranging and providing [REDACTED] and his father with impermissible hotel lodging in its response to Allegation 4 and the report of its investigation. [FI-001](#), pp. 75-77, 87-88. The University has included the additional detail below to assist the Panel in its review of whether Hughes violated the principles of ethical conduct.

The University discovered the information that serves as the basis for Allegations 4-b and 4-e through text messages detailing Hughes' communications with Gunn and other football staff members regarding hotel lodging for the [REDACTED] family. Hotel records corroborated that violations occurred. For instance, in an April 11, 2019, text message immediately prior to the University's 2019 spring football game, Hughes sent Gunn a text message with a "room update" that referenced [REDACTED] need for two hotel rooms. [FI-101](#), p. 40822 and [FI-134](#). The context of this text message, particularly in light of the other hotel lodging violations in this case that were also arranged and executed via text, supports that Hughes and Gunn were discussing plans to arrange and provide [REDACTED] with hotel lodging on this occasion. Additionally, in a September 6, 2019, text message prior to [REDACTED] unofficial visit on the weekend of September 7, Hughes texted Gunn: "[a]ccording to Abernathy (then football director of player development) [REDACTED] coming Saturday and staying overnight. Wants 2 rooms. Coming w mom, dad and friend." [FI-101](#), p. 12047. The University obtained hotel records for this reservation, which show [REDACTED] September 2019 hotel rooms were prepaid in cash. [FI-099](#), pp. 77-80.

During his February 4, 2021, interview, Hughes addressed [REDACTED] April and September 2019 visits and the hotel lodging issue more broadly. In summary, Hughes (i) denied knowledge of hotel lodging-related violations and (ii) claimed the text messages indicative of violations show that he was only relaying hotel information between high school coaches, University assistant coaches and the recruiting staff so that Gunn could research hotel room availability and cost. Hughes reported that it was his

understanding that the prospects or their high school coaches would then use the information from Gunn to reserve and pay for their own hotel lodging when visiting Knoxville. [FI-040](#), pp. 11-21. However, Hughes also acknowledged that he had reserved and prepaid for some prospects' hotel accommodations, and that he was almost always reimbursed by the prospect or high school coach. [FI-040](#), p. 25.

Also during his February 4 interview, Hughes addressed [REDACTED] specifically and stated that he could not recall whether [REDACTED] April 2019 visit was an occasion in which he reserved and/or prepaid for a prospect's hotel lodging. [FI-040](#), pp. 11, 25. After Hughes was presented with the aforementioned text message concerning [REDACTED] September 2019 visit, Hughes claimed he was "stuck in the middle of relaying information" between Abernathy and Gunn, and that he could not recall whether [REDACTED] and his family received free hotel lodging on this occasion. [FI-040](#), pp. 39-40.

During his November 1, 2021, interview, Hughes was again asked to address the hotel lodging issue. He explained that he recognized "sloppiness" and "disorganization" in working with Gunn, which he brought to the attention of J. Pruitt. [FI-089](#), p. 5. Hughes claimed that J. Pruitt told him in response that "you (Hughes) don't worry about it. She (Gunn) reports to me and you basically do what you're told." *Id.* Hughes conveyed that this working dynamic essentially pressured him to reserve hotel lodging for prospects. [FI-089](#), p. 7. Hughes stated that he was directed by Gunn to reserve and pre-pay for prospects' hotel rooms and that Gunn told him he would get his money back once the prospect arrived and paid (although he said he was only reimbursed once). [FI-089](#), pp. 11, 13. Regarding [REDACTED] specifically, Hughes assumed that he provided [REDACTED] with impermissible hotel lodging but did not completely acknowledge that he did. [FI-089](#), p. 22.

Hughes acknowledged that he provided [REDACTED] and his father with University-branded clothing (i.e., T-shirts) during a recruiting visit to Knoxville. [FI-089](#), pp. 22-24. Hughes' acknowledgment is corroborated by [REDACTED] father's admission to receiving free gear during a recruiting visit to Knoxville. [FI-080](#), p. 26.

The University agrees the evidence supports that Hughes knowingly arranged or provided [REDACTED] [REDACTED] with impermissible hotel lodging and University-branded clothing in connection with recruiting

visits to Knoxville. Hughes' involvement in knowingly arranging and/or providing these inducements supports a finding of unethical conduct.

Allegation 8-a: \$400 cash to [REDACTED]

The University assessed the evidence concerning Hughes' relaying of \$400 cash from J. Pruitt to [REDACTED] in its response to Allegation 8-a and the report of its investigation. [FI-001](#), pp. 92-93. At a minimum, the evidence supports that at the conclusion of [REDACTED] visit, Hughes delivered a sealed envelope to [REDACTED] at the request of J. Pruitt and the envelope more likely than not contained the \$400 [REDACTED] reported that he requested and received. However, Hughes reported that J. Pruitt's only instruction to him was "If you see [REDACTED] before he leaves, make sure he gets this," and J. Pruitt did not tell Hughes what was in the envelope. [FI-089](#), p. 26. Hughes reported that he did not try to see what was in the envelope and [REDACTED] did not open it in front of him. *Id.* Inasmuch as there is no evidence to support that Hughes knew that he was providing cash to [REDACTED] his role in delivering the inducement is not a sufficient basis for an unethical-conduct charge.

Allegation 8-b: Impermissible hotel lodging to [REDACTED]

As noted in response to Allegation 8 and in its report of investigation ([FI-001](#), p. 131), Allegation 8-b lacks sufficient factual support for a finding, particularly since the only evidence in the record is a hotel record and neither the identified prospect nor his mother were interviewed regarding this matter. Accordingly, Allegation 8-b lacks the factual support and corroboration necessary to support unethical conduct against Hughes.

Allegation 8-c: Impermissible hotel lodging to [REDACTED]

The University addressed the evidence concerning Hughes' knowledge of and involvement in arranging and providing then prospective football student-athlete [REDACTED] with impermissible hotel lodging in connection with his April 12-14, 2019, unofficial visit in its response to Allegation 8 and the report of its investigation. [FI-001](#), pp. 130-131. In Hughes' April 11, 2019, text message to Gunn in which he provided a "room update," Hughes noted that two hotel rooms had been paid for [REDACTED]. [FI-101](#), p. 40822 and [FI-134](#). Additionally, [REDACTED] was interviewed regarding this issue and acknowledged that he

received free hotel lodging on this occasion. [FI-044](#), pp. 7-8. Hotel records also show [REDACTED] room was prepaid in cash. [FI-099](#), pp. 33-35. The facts support that Hughes knowingly arranged and/or provided impermissible hotel lodging to [REDACTED] on this occasion to serve as a basis for unethical conduct against Hughes.

Allegation 8-h: University-branded clothing to [REDACTED] [REDACTED] and [REDACTED]

The evidence concerning Hughes' knowledge of and involvement in providing University-branded clothing to then prospective football student-athletes [REDACTED] [REDACTED] and [REDACTED] during their October 2019 official visit was assessed in the University's response to Allegation 8-h. Overall, the evidence suggests that Gunn arranged and provided the three prospects with the apparel and merchandise referenced in the allegation, including the backpacks containing various items. However, the testimony – primarily, Hughes' interview statements – suggests that Hughes loaned the prospects long-sleeved T-shirts that they did not return. [FI-040](#), pp. 59-63 and [FI-089](#), pp. 22-23, 25. Accordingly, the evidence is unclear as to whether Hughes knowingly provided impermissible clothing to the three prospects, and therefore insufficient to serve as a basis for an unethical-conduct charge.

Allegation 8-i: Airport transportation for [REDACTED] and [REDACTED] father

The University assessed the evidence concerning then prospective football student-athlete [REDACTED] October 25-27, 2019, unofficial visit to Knoxville in response to Allegation 8 and the report of its investigation. [FI-001](#), pp. 135-136. The extent of Hughes' involvement in the [REDACTED] visit violations was arranging and paying for an Uber ride for [REDACTED] and his father from the Knoxville airport to their hotel, and back to the airport at the conclusion of the visit. Hughes acknowledged this violation in his February 4, 2021, interview after he was questioned about text messages in which he told Gunn that he had "arranged pick up" for [REDACTED] and his father. He acknowledged that he knew such arrangement was impermissible. [FI-040](#), p. 42 and [FI-101](#), p. 12059. Although the value of the impermissible transportation is nominal, the University agrees that Hughes knowingly committed the

violation and that it could serve as a basis for an unethical-conduct finding. [NOTE: The University did not identify evidence sufficient to conclude that Hughes provided meals to [REDACTED] or his father during the visit.]

Allegation 8-j: Impermissible benefits to [REDACTED] and [REDACTED] family

The University assessed the evidence concerning the impermissible benefits provided to [REDACTED] and [REDACTED] parents during his January 2020 recruiting visit to Knoxville in response to Allegations 8 and 11 and in the report of its investigation. [FI-001](#), pp. 116-122. The evidence developed by the University during its investigation clearly supports that [REDACTED] and his parents received benefits customarily provided to prospects on an official visit (i.e., hotel accommodations, meals, entertainment, etc.).

Hughes' role in Allegation 8-j appears to have centered on directing Gunn and [REDACTED] (via text message) to "[g]et the (hotel) rooms" for [REDACTED] and his family. [FI-101](#), pp. 7442-7443. Following this text message exchange, Gunn and [REDACTED] reserved and paid for the [REDACTED] hotel rooms prior to their arrival. Hughes reported that he understood that [REDACTED] and his family would pay for their own hotel accommodations in connection with this visit. [FI-040](#), p. 53. However, [REDACTED] and his father reported that football staff members told them that [REDACTED] visit was an official visit, and that [REDACTED] was treated as if he was on an official visit throughout the weekend. [FI-046](#), pp. 13-16 and [FI-061](#), pp. 5-6.

The evidence supports that Hughes was involved in knowingly arranging the [REDACTED] impermissible hotel lodging, and such involvement is sufficient to support a finding of unethical conduct. The evidence does not clearly establish that Hughes arranged or provided any other impermissible benefits to the [REDACTED] on this occasion (e.g., meals or entertainment).

**14. [NCAA Division I Manual Bylaws 10.01.1, 10.1, and 10.1-(b) (2019-20 through 2021-22)]**

It is alleged that between December 2019 and November 2020, Chantryce Boone (Boone), then assistant director of recruiting, violated the NCAA principles of ethical conduct when she knowingly arranged for and provided prospective and enrolled student-athletes, their family members and individuals associated with prospective student-athletes (IAWP) with improper inducements and extra benefits in the form of impermissible unofficial visit expenses during the COVID recruiting dead period, including hotel lodging; meals; transportation; entertainment; impermissible student host

money; University of Tennessee, Knoxville-branded clothing; and impermissible benefits including transportation, furniture, household goods and party supplies as detailed in Allegation Nos. 1 and 2-b-(3).

## **UNIVERSITY'S CONCLUSION**

The University agrees that the information in Allegation 14 concerning Boone's arrangement and provision of impermissible inducements and extra benefits in Allegations 1 and 2-b-(3) is substantially correct and that the evidence supports a finding of unethical conduct. The University agrees that this violation is appropriately classified as Level I.<sup>24</sup>

## **REVIEW OF THE EVIDENCE**

The University assessed the factual information concerning Boone's knowledge of and/or involvement in the COVID dead period violations in Allegation 1 and the violations in Allegation 2-b-(3) pertaining to [REDACTED] and [REDACTED] in its response to those allegations and in the report of its investigation. [FI-001](#), pp. 25, 34, 38-40, 44-45, 47, 49-51, 71. The evidence clearly supports Boone's knowing involvement in arranging and providing impermissible benefits. In one particular text message exchange concerning the October 2020 visit by [REDACTED] [Allegation 1-g], Boone sent Gunn the following message, which clearly supports her knowing involvement in arranging and providing impermissible benefits: "Yea this stuff (arranging impermissible benefits) is too messy/sketchy/illegal to leave details like WHO IS COMING out." [FI-101](#), p. 27392.

In her January 7, 2021, interview, Boone conveyed a sound understanding of NCAA rules, particularly with regard to the restrictions during the COVID dead period. At times, she acknowledged her knowledge of and involvement in arranging and providing impermissible benefits but claimed that she engaged in the activity at Gunn's direction. [FI-021](#), pp. 4-5, 15, 18-22, 25, 27, 80-82. Overall, the evidence

---

<sup>24</sup> The text of this allegation appears to limit Boone's unethical conduct to violations that occurred during the COVID dead period (which occurred from July through November 2020). However, the allegation also cites to (i) violations in Allegation 2-b-(3), some of which predated the COVID dead period, and (ii) the 2021-22 academic year in the allegation header, which post-dates the COVID dead period.

supports that Boone knowingly arranged and provided impermissible inducements to prospects who visited during the COVID dead period and that she provided extra benefits to [REDACTED] during his enrollment at the University.

**15. [NCAA Division I Manual Bylaws 10.01.1, 10.1, and 10.1-(b) (2019-20 through 2021-22)]**

It is alleged that between July 2020 and November 2020, [REDACTED] ([REDACTED] then football recruiting assistant, violated the NCAA principles of ethical conduct when he knowingly arranged for and provided prospective and enrolled student-athletes, their family members and individuals associated with prospective student-athletes (IAWP) with improper inducements and extra benefits in the form of impermissible unofficial visit expenses during the COVID-19 recruiting dead period, including hotel lodging; meals; transportation; entertainment; impermissible student host money; and University of Tennessee, Knoxville-branded clothing, as detailed in Allegation Nos. 1, 5-c-(iii), 9-d and 9-e.

**UNIVERSITY'S CONCLUSION**

The University agrees that the information in Allegation 15 concerning [REDACTED] knowledge of and/or involvement in Allegations 1 and 9-d is substantially correct and that the evidence supports a finding of unethical conduct. The University also agrees that this violation is appropriately classified as Level I.

[REDACTED] is not named in Allegation 5-c-(3) and the University does not agree that the evidence supports that he had knowledge of and/or involvement in that violation. Likewise, the University does not agree that the evidence supports that [REDACTED] knew of and/or was involved in Allegation 9-e. Accordingly, the University submits that these two components of Allegation 15 should be withdrawn.

**REVIEW OF THE EVIDENCE**

The University detailed the factual information concerning [REDACTED] knowledge of and/or involvement in violations in its Response to Allegations 1 and 9-d (which derive from Allegations 1-b, 1-d and 1-f), and in the report of its investigation. [FI-001](#), pp. 15-16, 18, 21-23, 25-26, 34, 37-39, 41, 43-46, 48-52, 58-59. The evidence supports that [REDACTED] knowingly provided impermissible benefits in connection with prospects' visits to Knoxville during the COVID dead period.



However, the facts do not support that [REDACTED] had any knowledge of and/or involvement in Allegation 5-c-(3). [REDACTED] is not named or otherwise identified in Allegation 5 (only Niedermeyer and Gunn are named as at-risk parties), nor does [REDACTED] name appear in any of the Allegation 5 subparagraphs, including 5-c-(3). The enforcement staff attributed Allegation 5-c-(3) to “members of the football staff.” Typically, if an individual is charged with unethical conduct based on their alleged knowledge of and/or involvement in an underlying violation, that individual is also charged in the underlying violation. Moreover, the evidence does not support that [REDACTED] had knowledge of and/or involvement in any of the violations in Allegation 5, and the time period of violations in Allegation 5 (January through December 2019) fall outside the time period of violations in Allegation 15 (July 2020 to November 2020). For these reasons, the University believes Allegation 5-c-(3) should be withdrawn as a basis for the enforcement staff’s unethical-conduct charge.

Similarly, the facts do not support that [REDACTED] had any knowledge of and/or involvement in Allegation 9-e. [REDACTED] is not named or otherwise identified in Allegation 9-e, and the facts concerning this issue only implicate Niedermeyer. Accordingly, the University believes Allegation 9-e should also be withdrawn as a basis for the unethical-conduct charge.

**16. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b), 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)]**

It is alleged that between August 2020 and January 2021, Shelton Felton (Felton), then assistant football coach, violated the NCAA principles of ethical conduct when he knowingly arranged for and/or provided impermissible inducements and benefits to numerous prospective student-athletes, their families, friends and individuals associated with prospective student-athletes (IAWP) and student-athletes, as detailed in Allegation Nos. 1-a, 1-b, 1-d, 1-e, 1-f and 1-h. Additionally, Felton violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff regarding his knowledge of or involvement in NCAA violations. Specifically:

- a. From August through November 2020, Felton violated the NCAA principles of ethical conduct when he knowingly arranged, offered and/or provided prospective and enrolled student-athletes, their family members or IAWPs with improper inducements and extra benefits in the form of impermissible visit expenses, including hotel lodging; meals; transportation; entertainment; impermissible student host money; and University of Tennessee, Knoxville-branded clothing as detailed in Allegation Nos. 1-a, 1-b, 1-d, 1-e, 1-f and 1-h. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(b) (2020-21)]

- b. During his January 13, 2021, interview, Felton knowingly provided false or misleading information to the institution and enforcement staff when he denied knowledge of, arranging for or providing impermissible inducements or benefits related to the impermissible COVID-19 recruiting dead period visits detailed in Allegation No. 1. The factual record substantiates Felton arranged for and/or had knowledge of the impermissible activities detailed in Allegation No. 1-a, 1-b, 1-d, 1-e, 1-f and 1-h. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)]

## **UNIVERSITY'S CONCLUSION**

The University does not agree that the Bylaw 10.1-(b) component of Allegation 16-a, as alleged, is sufficiently supported by the evidence. Specifically, although text messages, phone calls and testimony support that Felton knew during the summer and fall of 2020 that other football staff members arranged and provided improper inducements and extra benefits in connection with prospective student-athlete visits during the COVID dead period [Allegation 1], the factual information does not sufficiently support that Felton personally or knowingly “arranged, offered and/or provided” such inducements or benefits to prospective and enrolled student-athletes, their family members or IAWPs.

However, the University agrees that the information in Allegation 16-b is substantially correct to the extent that Felton had contemporaneous knowledge that football staff members arranged and/or provided impermissible benefits in connection with recruiting visits during the COVID dead period [Allegation 1] and was not truthful about his knowledge of those violations during an interview with the institution. Accordingly, the University agrees that violation(s) of Bylaw(s) 10.1-(c) and/or 19.2.3-(b) occurred and that the violation is Level I.

## **REVIEW OF THE EVIDENCE**

In response to Allegation 1 and in the report of its investigation, the University provided analysis of the factual information to support that Felton had contemporaneous knowledge that others in the football program arranged and/or provided impermissible benefits in connection with certain recruiting visits during the COVID dead period, primarily the visits detailed in Allegations 1-b, 1-d, 1-f, and 1-h. [FI-001](#), pp. 17-18, 20, 24, 26-29, 32-33, 35, 40-42, 46-52, 56. However, the text messages, phone calls and testimony do not explicitly implicate Felton in the arrangement, offer or actual provision of any benefits. At most, the

evidence supports that Felton was aware that: prospects and their family members and/or coaches were visiting the locale of the institution; football recruiting staff members were arranging transportation and meals for the prospects and their companions; and current student-athletes were engaged to connect with the prospects during the visits. Further, Felton was present for the meeting with prospects' coaches at J. Pruitt's home [Allegation 1-a-(5)]. Felton did not report his knowledge of these activities to anyone at the University.

Regarding Felton's January 13, 2021, interview, the University identified multiple instances in which Felton denied knowledge of the COVID dead period violations in Allegation 1 despite overwhelming evidence (i.e., text messages, phone calls) demonstrating his awareness of those activities. Included below are some examples:

- Felton stated he was not aware of any recruiting violations concerning then prospects ██████████ or ██████████ [FI-026](#), p. 10.
- Felton stated he was surprised to learn that ██████████ took four recruiting visits to Knoxville during the COVID dead period. [FI-026](#), p. 43.
- Felton stated he had no knowledge that ██████████ and his family received impermissible benefits (e.g., hotel lodging, meals, entertainment, etc.) during their recruiting visits to Knoxville during the COVID dead period. [FI-026](#), p. 45.
- Felton stated he had no knowledge that Gunn arranged and/or paid for prospects' visits during this time period. [FI-026](#), pp. 57-58.
- Felton stated that the extent of his knowledge of the activities ██████████ and his family engaged in during their August 14-16, 2020, visit to Knoxville was limited to knowing that they ate. However, Felton conveyed that he did not have knowledge of violations occurring (e.g., that ██████████ had been provided with money with which to entertain ██████████ [FI-026](#), pp. 74-77.
- Felton stated he had no knowledge of Gunn arranging and paying for ██████████ August 14-16 or August 28-30 visit activities. [FI-026](#), pp. 82-83, 86-87, 96.

Overall, the University believes the evidence supports that Felton had contemporaneous knowledge that multiple prospects and their companions received impermissible benefits in connection with recruiting visits to Knoxville during the COVID dead period, that he did not report these issues to the University, and

that he knowingly provided false or misleading information concerning his awareness of these issues during his January 13, 2021, interview.

#### **17. [NCAA Division I Manual Bylaws 11.1.1.1 (2018-19 through 2020-21)]**

It is alleged that from September 2018 through January 2021, Jeremy Pruitt (J. Pruitt), then head football coach, is presumed responsible for the violations detailed in Allegation Nos. 1 through 16 and did not rebut the presumption of responsibility. J. Pruitt did not demonstrate that he promoted an atmosphere for compliance or monitored his staff within the football program. Specifically:

- a. J. Pruitt did not demonstrate that he promoted an atmosphere of compliance because of his personal involvement in providing impermissible inducements and benefits to then prospective and enrolled student-athletes as detailed in Allegation Nos. 1-a-(5), 2-b-(1), 2-b-(4), 3-a-(3), 8-a, 8-j, 9-a and 9-b and his personal involvement in violating NCAA ethical conduct legislation as detailed in Allegation No. 11.
- b. J. Pruitt did not demonstrate that he monitored his staff or promoted an atmosphere of compliance within the football program when at least a dozen of his staff members were involved in more than 200 individual violations of NCAA legislation over a two-year time period as detailed in Allegation Nos. 1 through 9. As evidenced by the number of staff members involved and the nature of the violations, J. Pruitt failed to demonstrate that compliance was a shared responsibility or establish clear expectations that all coaches and staff members comply with NCAA rules and failed to establish a program that includes immediate reporting of actual and potential issues to the compliance staff. Further, J. Pruitt failed to identify clear red flags or, in instances where red flags were identified, failed to verify or check on the permissibility of activities with the compliance office.

#### **UNIVERSITY'S CONCLUSION**

J. Pruitt was personally involved in Level I violations detailed in Allegations 1, 2, 3, 8 and 9, and he knew and/or had reason to know that C. Pruitt and multiple members of his staff also engaged in violations. Accordingly, the University agrees that J. Pruitt did not meet the responsibilities of the head coach set forth in Bylaw 11.1.1.1 and agrees the violation is appropriately classified as Level I.

#### **REVIEW OF THE EVIDENCE**

The University conducted background checks of J. Pruitt and his staff prior to their hiring and assisted J. Pruitt with developing a process to satisfy his responsibilities under Bylaw 11.1.1.1. Despite the University's efforts to prevent violations, educate the football staff about NCAA rules and the consequences

for violating the rules, and encourage compliance, J. Pruitt knowingly committed serious violations, allowed violations to occur, and demonstrated a complete disregard for NCAA legislation and the University's expectations.

*Head Coach Responsibility (Bylaw 11.1.1.1)*

The University assisted J. Pruitt with developing a program to satisfy his responsibilities under Bylaw 11.1.1.1. Examples of the University's efforts in this regard include:

- Issuing a written memoranda every year to all football personnel that specified compliance expectations and obligations, which were signed by J. Pruitt and the staff members. [Exhibit 2](#) (meeting notes and other pertinent documents), pp. 3, 7-60, 64, 144, 148-149, 151, 153, 181-185.
- Creating a head coach responsibility action plan that addressed (i) maintaining ongoing communication between the Chancellor, Director of Athletics, athletics compliance staff and football staff regarding compliance expectations; (ii) monitoring football activities in consultation with the athletics compliance staff; (iii) delegating compliance responsibilities; and (iv) documenting monitoring efforts. [Exhibit 2](#), pp. 65, 140, 150, 152.

Documenting occasions when J. Pruitt presented himself in meetings with athletics compliance present as promoting an atmosphere of compliance and monitoring his program. For instance, during a March 1, 2019, football staff meeting in which athletics compliance was present, J. Pruitt addressed multiple topics with his staff, including upcoming prospect campus visits for a football Junior Day. J. Pruitt instructed his staff to "find out who's transporting each prospect, specifically those traveling from afar, and to complete the proper paperwork." [Exhibit 2](#), p. 128. This is both an example of the University's efforts to assist J. Pruitt in satisfying his responsibilities under Bylaw 11.1.1.1, and an instance of J. Pruitt presenting a false front of rules compliance to University administrators, as several campus visit violations occurred during this time period.

Another key aspect of the University's assistance to the football program regarding maintaining NCAA compliance was physically embedding athletics compliance staff in and around the program, including at daily football staff meetings and other football activities (e.g., practices, games, recruiting events). Tate worked out of the Anderson Training Center, which housed the football offices and meeting space and other aspects of football operations. On numerous occasions, Tate and others in athletics compliance were present in meetings and elsewhere in the building to provide real-time guidance to the football program, and they often witnessed J. Pruitt communicate to his staff about operating in a compliant manner. For instance, Hughes reported that an athletics compliance staff member was present in every meeting. [FI-040](#), p. 5. In other words, J. Pruitt presented himself to University leaders and athletics compliance as managing a compliant program, while deceptively committing serious violations. Effective

January 19, 2021, the University terminated J. Pruitt for cause based upon numerous material breaches of his employment agreement, including his failure to satisfy his obligations under Bylaw 11.1.1.1.

*J. Pruitt's knowledge of and/or involvement in violations*

J. Pruitt was directly involved in serious violations and/or had reason to know they were occurring, including violations committed by his wife C. Pruitt carried out at their home in Knoxville. The most egregious examples of J. Pruitt's involvement are detailed in Allegations 2-b-(1), 2-b-(4) and 3-a-(3). Allegations 3-b-(1) and 3-b-(2) detail C. Pruitt's knowing involvement in serious violations.

Further, there were multiple instances in which J. Pruitt had knowledge of – and in some instances facilitated – violations by his staff. Specifically:

- Regarding Allegation 1-a-(5), on July 25, 2020, J. Pruitt hosted the high school coaches for [REDACTED] and [REDACTED] at his residence during the prospects' impermissible visit to Knoxville. Multiple members of J. Pruitt's staff, including Niedermeyer, Felton and Ansley, also attended this gathering, resulting in impermissible recruiting contact during a dead period.
- Regarding Allegation 1-b, on August 16, 2020, J. Pruitt and others on his staff participated in a Zoom call with [REDACTED] and his mother while they were staying in their Knoxville hotel room provided by the football program. This call occurred shortly before the [REDACTED] family's final impermissible meal that weekend. [FI-101](#), p. 31650. The facts show that J. Pruitt, C. Pruitt and multiple football coaches and staff members had knowledge of and/or involvement in this impermissible visit and maintained frequent communication with one another throughout that weekend. In one text that weekend, Felton told Gunn that he (Felton) had spoken with J. Pruitt and relayed that Gunn "had it all set up," in reference to arranging [REDACTED] visit accommodations and activities. [FI-101](#), p. 28241.
- Regarding Allegation 1-c, [REDACTED] father reported that he spoke with J. Pruitt and Ansley by phone shortly after the visit. [FI-024](#), p. 41. Phone records show that J. Pruitt exchanged multiple calls with his staff throughout the visit, and with [REDACTED] father and [REDACTED] high school coach ([REDACTED]). [FI-204](#).
- Regarding Allegation 1-i, during the weekend of November 14, 2020, J. Pruitt participated in a Facetime call with [REDACTED] while [REDACTED] was in Gatlinburg, Tennessee, having an impermissible meal with Niedermeyer, [REDACTED] [REDACTED] and others. [REDACTED] used Niedermeyer's personal cell phone to connect to the call and J. Pruitt connected to the call using C. Pruitt's cell phone. Text messages between Niedermeyer and C. Pruitt support how the Facetime call was arranged. [FI-106](#), p. 1506.
- Regarding Allegation No. 8-j, [REDACTED] reported that J. Pruitt directed him to treat [REDACTED] January 2020 recruiting visit as an official visit. [FI-039](#), pp. 25-26. [REDACTED] also reported that he was given cash to pre-pay for the [REDACTED] hotel accommodations from an unidentified football staff member (not J. Pruitt). [FI-039](#), pp. 12, 15, 27-28, 40-41. Even though [REDACTED] and his family were told it was an official visit, and received benefits customarily provided to official visitors (e.g. hotel lodging, meals and entertainment), the football program submitted an unofficial visit form to

athletics compliance. [FI-126](#), p. 20. The factual information suggests that J. Pruitt and his staff went to these lengths to make ██████ feel like a valued recruit but also maintain the option of “blueshirting”<sup>25</sup> ██████ depending on where the scholarship numbers fell for that recruiting class.

The factual information supports that the University vetted, educated and monitored J. Pruitt and his staff, yet J. Pruitt disregarded his obligations by personally committing serious (unethical) violations and involving his family and staff in serious violations. J. Pruitt did not meet the responsibilities of the head coach set forth in Bylaw 11.1.1.1 despite the University’s expectations and efforts to assist him in that regard.

#### **18. [NCAA Division I Manual Constitution 2.8.1 (2018-19 through 2020-21)]**

It is alleged that from September 2018 through November 2020, the scope and nature of the violations detailed in Allegation Nos. 1 through 9 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor its football program's arrangement of unofficial visits and to ensure compliance with NCAA recruiting legislation. Specifically, the institution's monitoring processes failed to deter or detect more than 200 separate violations, involving more than a dozen football staff members, related to impermissible unofficial visit expenses, including hotel lodging; meals; entertainment; transportation; University of Tennessee, Knoxville-branded clothing and merchandise; cash payments; and impermissible hosts.

### **UNIVERSITY’S CONCLUSION**

The University does not agree that the impermissible visit expenses detailed in Allegations 1 through 9 support a finding of failure to monitor.

The factual information in this case demonstrates that experienced football coaches and non-coaching staff members knowingly violated longstanding and universally understood NCAA rules and went to considerable lengths to conceal their misconduct. The record also supports that the University monitored football recruiting visits in accordance with industry standards (i.e., [Enforcement Internal Operating Procedure 2-4-4](#), [NAAC Reasonable Standards](#)). As part of the University’s monitoring efforts, athletics administration and athletics compliance staff maintained a physical presence in and around the football program (including embedding an experienced compliance staff member in the program).

---

<sup>25</sup> A prospect who receives a “blueshirt” is not recruited per Bylaw 13.02.14.1, which allows an institution to count forward the prospect’s athletics scholarship to the following academic year.

Despite the University's monitoring efforts, athletics administrators and athletics compliance staff members were repeatedly deceived by the football program. The University respectfully submits that it is unrealistic to expect an institution to prevent, or immediately detect, the intentional and concealed misconduct that occurred in this case.

## **REVIEW OF THE EVIDENCE**

Below, the University highlights fundamental aspects of its rules-education and monitoring systems that were in place at the time of the violations, and notes instances in which involved individuals intentionally sought to evade those systems to conceal violations.

### **Compliance expectations**

The University's athletics compliance effort is led by the Chancellor, director of athletics and other campus leaders who clearly and consistently communicated to all athletics personnel, including to J. Pruitt and his staff, about the importance of running a compliant program. These leaders meet with all coaches and staff at the beginning of every academic year to convey the University's compliance expectations. All coaches and staff, including football, are required to sign the University's Certification of Compliance and SEC Code of Ethics each year, wherein they attest to their obligation to abide by NCAA rules and report known or suspected violations. [Exhibit 3](#).

Additionally, the University's significant compliance expectations for all football coaches were expressly set forth in the coaches' employment agreements. For example, J. Pruitt's compliance responsibilities as head football coach included, but were not limited to, the following duties as contained in Section 4.1 of J. Pruitt's employment agreement ([Exhibit 4](#), pp. 14-16):

- "Becoming knowledgeable of and complying with all Governing Athletics Rules<sup>26</sup> and University Rules, to which Coach acknowledges he has access."
- "As contemplated by Governing Athletic Rules, promoting and advancing institutional control over every aspect of the football program; promoting and maintaining an atmosphere of

---

<sup>26</sup> These Rules included "all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and all amendments, supplements, or modifications thereto, promulgated by the NCAA or the Southeastern Conference..." [Exhibit 4](#), pp. 23-24.



compliance with Governing Athletic Rules and University Rules within the football program; monitoring all employees who report directly or indirectly to Coach, and students on the football team under Coach's supervision; and taking other reasonable steps to ensure that such persons know and strictly comply with Governing Athletic Rules and University Rules including, but not limited to, requiring them to attend compliance education sessions, encouraging them to seek interpretations as necessary, taking compliance into account when evaluating their performance, and applying appropriate disciplinary measures in the event of a violation."

- "Engaging in reasonable actions in the development, implementation, management, and monitoring of all aspects of prospective football student-athlete recruiting, including but not limited to: recruiting contacts, evaluations, official visits, telephone calls and other communications, improper benefits, and any travel-related activities of prospective student-athletes and the football program's coaching staff..."
- "Reporting promptly to the Athletics Director or the staff member in the Athletics Department with primary responsibility for compliance any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed by himself and/or any person."
- "Cooperating fully in any investigation of any aspect of the football program or the intercollegiate athletics program, whether by the NCAA, the Southeastern Conference, or the University."
- "Working cooperatively with the Athletics Compliance Office on compliance matters and Governing Athletics Rules education."

#### Rules education

With regard to day-to-day compliance activities, the University had a comprehensive rules-education program in place for the football program. As referenced throughout this Response, Tate worked in the Anderson Training Center and provided consistent rules education to the football program both on a formal (monthly compliance meetings) and informal basis. Tate and others in athletics compliance routinely communicated with football coaches and staff about campus visit rules, including during the COVID dead period. As part of this education, the entire football program was instructed as to what prospective student-athletes (and their companions) could and could not receive during campus visits with respect to arrangements and benefits (i.e., lodging, meals, entertainment, etc.). All football coaches and staff were required to learn NCAA rules and ask questions if there was any uncertainty as to the permissibility of an activity. These rules, and the University's expectations for rules compliance, were

reinforced in written materials distributed to the football program and/or posted online for easy access, including emails, agendas, and policies and procedures.<sup>27</sup> [Exhibit 5](#).

As it concerns the violations detailed in Allegation 1, which occurred during the COVID dead period, athletics compliance staff consistently disseminated and explained updates to the [NCAA Division I COVID-19 Question and Answer Guide](#) (COVID Q&A). Restrictions on campus visits were emphasized in the COVID Q&A. On more than 30 separate occasions from April to December 2020, athletics compliance provided rules education to the football program concerning the recruiting restrictions that were in place at that time, including detailed education on: (i) prospects visiting the University's campus and/or Knoxville area (including for self-guided tours); (ii) communicating with prospects while they were on campus/in Knoxville; (iii) in-person contact with prospects; (iv) involving current student-athletes in recruiting activities; and (v) engaging with/providing benefits to individuals associated with prospects (IAWPs).<sup>28</sup>

Also, the University reinforced messages sent from the NCAA and SEC regarding the dead period restrictions, including the September 2020 communication from the Vice President of Enforcement that reminded all member institutions that campus visits and contacts with prospects were generally not permitted. [FI-182](#), p. 149. The University, through its athletics administration and athletics compliance staff, made clear to the football program that recruiting infractions during the COVID dead period were likely to be met with significant consequences from the NCAA.

The University's rules-education program and compliance expectations prior to the COVID dead period were equally clear and consistent. For instance, on February 12, 2019, the University hosted the SEC Associate Commissioner for Legal Affairs and Compliance to address the football program. During this meeting, unofficial visits were addressed in detail with J. Pruitt and his staff. The football program was directed to do the following: "(i) make sure you know how a prospect is paying for travel expenses;

---

<sup>27</sup> See <https://utsports.com/sports/2020/5/12/coaches-staff.aspx#Seven>.

<sup>28</sup> [FI-182](#), pp. 1-2, 8, 12, 28-30, 49-56, 58, 60, 63-68, 89-90, 93, 96-101, 145, 149-151, 154, 157-183, 196, 199, 202-213, 222, 226-247, 251-254.

(ii) know who is bringing and accompanying the prospect to campus; (iii) know where the prospects are staying if spending the night; (iv) ensure all documentation is accurate; (v) communicate concerns/red flags to compliance; and (vi) boosters may not be involved.” [Exhibit 2](#), p. 123. J. Pruitt and his staff disregarded these advisements. More detailed examples of the University’s rules-education program for football are provided as [FI-182](#) and [Exhibit 5](#). Simply put, throughout the two-year period of violations, the football staff knowingly violated fundamental NCAA rules and concealed their actions from the University.

*Head coach responsibility (Bylaw 11.1.1.1)*

As discussed in response to Allegation 17, the University consistently assisted, educated and evaluated J. Pruitt and his staff on Bylaw 11.1.1.1 and other matters related to running the football program, including (i) the compliance expectations for the program; (ii) rules education and monitoring (and documenting those efforts) and (iii) hiring staff and delegating job responsibilities (including compliance responsibilities). [Exhibit 2](#), [Exhibit 3](#) and [Exhibit 5](#). For instance, in annual memos addressed to his staff (which J. Pruitt and the staff member signed), J. Pruitt stated, “it is my expectation and responsibility that, as a staff, we act in an ethical manner within the regulations set forth by the NCAA and SEC, in addition to the University. It is your responsibility to know and abide by these rules, to ask questions when you have concerns, and to immediately notify me should you ever commit, intentionally or inadvertently, or have knowledge of an actual or potential NCAA violation.” [Exhibit 2](#).

In addition to helping J. Pruitt develop a plan to meet his responsibilities under Bylaw 11.1.1.1, athletics compliance maintained close communication with him and the football program year-round. Tate and others in athletics compliance regularly attended J. Pruitt’s daily staff meetings in which recruiting was discussed and provided immediate, supplemental education. For instance, on September 8, 2020 – contemporaneous to when J. Pruitt and his staff were already committing egregious violations in the COVID dead period – Tate advised J. Pruitt and the football program on the COVID dead period recruiting restrictions and reminded the program that campus visits were not permitted (including arranging meetings between student-athletes and prospects). [FI-182](#), pp. 99-100. Tate also warned J. Pruitt and the football staff that violations in this area could result in a head coach suspension. Approximately one week before

Tate's September 8 advisement, J. Pruitt and his staff had hosted [REDACTED] on his third impermissible visit [Allegation 1-d], and they hosted [REDACTED] on a similar impermissible visit approximately one week later [Allegation 1-e].

The University's rules-education program and compliance expectations for J. Pruitt and his staff on the topic of campus visits could not have been more clear. The facts in this case demonstrate that J. Pruitt and his staff plainly ignored these directives.

### Monitoring

The University's monitoring of campus visits during the time period of the violations aligned with industry standards. The University employed leaders in the athletics compliance community who developed, implemented and executed that monitoring program on a day-to-day basis. Donovan oversaw the athletics compliance office and served as NAAC president at the time of the violations. Donovan is among the most highly regarded athletics compliance professionals in the industry, and he incorporated NAAC Reasonable Standards into the University's athletics compliance program, including regarding campus visits. NAAC standards call for institutions to document various details concerning the visits, including: (i) those who received complimentary admissions; (ii) all visit activities; (iii) those who provided and/or paid for the prospect's transportation to and from campus; (iv) the prospect's year in high school; and (v) any other institutional policies regarding visits.<sup>29</sup> Under the leadership of Donovan and Tate, the athletics compliance staff consistently collected and evaluated this information for all programs to ensure unofficial visits were carried out in a compliant manner.

The University understands that forms/documentation, compliance software and similar monitoring systems are not enough to effectively monitor a football program, and that consistent in-person monitoring is also vital to satisfying the obligations set forth in Constitution 2.8.1. To that end, Donovan, Tate and others in athletics compliance and athletics administration came to the University with significant compliance and football administration experience from other Autonomy 5 member institutions. As noted

---

<sup>29</sup> See <https://nacda.com/documents/2020/12/11/CampusVisitsRS.pdf?id=4138>.

previously, Tate worked out of the football facility and he, Donovan and others regularly attended the daily football staff meetings to maintain visibility and apprise themselves of activities in the program. Over the time period of the violations, Tate, Donovan and others in athletics compliance attended hundreds of football staff meetings to monitor, educate, answer questions and otherwise assist the program. Recruiting generally, and prospect visits specifically, were frequent topics of discussion. [FL-094](#), pp. 5-9 and [Exhibit 2](#).

Regarding prospect visits, both prior to and during the COVID dead period, the football program was repeatedly directed to (i) provide athletics compliance with advanced notice of all planned visits by prospects and (ii) submit complete and accurate visit documentation after the visit in a timely fashion (during time periods when visits were permitted). For example, on October 6, 2020, during a rules-education meeting with football coaches and staff, athletics compliance directed the football program to provide advanced notice of “a prospect’s planned visit to campus/Knoxville so that we (athletics compliance) may document your (football staff) initiative and confirm that all known/planned activities are permissible.” [FL-182](#), p. 182. This meeting occurred two days after an impermissible visit provided to [REDACTED] and [REDACTED] [Allegation 1-f] and two days before an impermissible visit provided to [REDACTED] [Allegation 1-g].

The University’s in-person monitoring of football extended beyond attending staff meetings. Donovan, Tate and others in athletics compliance attended all home football games, including pre- and post-game activities (e.g., pass list gates, pre-game sideline, meals, activities, etc.). They also traveled to all away games, visited practices/workouts, and attended numerous other football-related activities throughout the year (e.g., Junior Day, camps/clinics). The athletics compliance staff was successful in uncovering violations in the football program. From fall 2018 through fall 2020, athletics compliance discovered six Level III violations through its various monitoring efforts (i.e., violations not self-reported by the individual who committed the violation), including regarding telephone calls, off-campus recruiting

contact by a noncoaching staff member, endorsement of a high school team, coaching activities by noncoaching staff and violations in connection with unofficial visits. [Exhibit 6](#).<sup>30</sup>

Tate and Donovan addressed the University's monitoring of the football program their interviews. [FI-094](#) and [FI-095](#). Regarding the underlying violations, Tate reported that he was notified only twice of a prospect "possibly" visiting Knoxville during the COVID dead period. [FI-094](#), p. 8. Tate also reported that he had multiple conversations with Gunn and others in football dating back to 2019 in which they were instructed not to make hotel reservations or similar arrangements for prospects on unofficial visits. [FI-094](#), pp. 9-10. Donovan similarly reported that the football program did not notify athletics compliance of prospects visiting Knoxville during the COVID dead period. [FI-095](#), p. 20.

#### Efforts to conceal violations

The University's investigation revealed the considerable lengths to which the involved individuals went to conceal violations. In summary, the football staff often (i) coordinated with one another about keeping visits "secret" from athletics compliance; (ii) submitted falsified visit documentation and itineraries to athletics compliance; (iii) used cash and intermediaries to purchase and arrange impermissible benefits; (iv) committed violations off campus, often at night, and occasionally outside of Knoxville; and (v) used their personal residences and involved family members to engage in violations.

The following are some significant examples:

- On December 7, 2018, [REDACTED] booked roundtrip airfare for [REDACTED] in connection with his December 14-16, 2018, visit to the University. [FI-133](#). Through legal counsel, [REDACTED] acknowledged that he booked the travel for [REDACTED] "at the request of a member of the University's football coaching staff." [FI-176](#).
- On January 11, 2020, Gunn, Hughes and others in the football program exchanged text messages to arrange [REDACTED] campus visit later that month. Specifically, Hughes stated that "we (the football staff) all know what we're doing. We can't bring him [REDACTED] in on an official on the books. Has to be done like we talked about. [REDACTED] knows how to handle the situation. Get the rooms and I'll handle coach Pruitt. Go ahead [REDACTED] I thought this was addressed – I'll talk to coach (J. Pruitt) and handle it." [FI-101](#), pp. 7442-7443. Shortly thereafter, Gunn texted Hughes and others that the [REDACTED] hotel rooms were "good." Gunn then facilitated falsified unofficial visit documentation that was submitted to athletics compliance. [FI-126](#), p. 20. [REDACTED] reported that J. Pruitt directed him to treat [REDACTED] visit "like an official visit" and that he was given cash from an unidentified football staff member

---

<sup>30</sup> See RSRO cases 1035633, 1044495, 1051115, 1060586, 1058990 and 1104520 in this exhibit.

- to pay for the [REDACTED] hotel accommodations. [FI-039](#), pp. 12-13, 25-27. J. Pruitt, Hughes, Gunn and others provided [REDACTED] with the benefits and arrangements customarily provided to prospects on official visits but submitted unofficial visit records to athletics compliance potentially in order to maintain the option of “blueshirting” [REDACTED].
- In April 2020, Tate responded via email to a question from Gunn concerning recruiting visits with a detailed handout listing what the University could and could not provide. [FI-182](#), pp. 49-51. However, on multiple occasions prior to and after this exchange, Gunn knowingly arranged and/or provided thousands of dollars’ worth of impermissible benefits in connection with visits, blatantly disregarding Tate’s guidance.
  - On May 7, 2020, Gunn texted Boone a voice memo regarding arranging an impermissible visit for [REDACTED], as detailed in Allegation 8-l. [FI-103](#), p. 25079. In the voice memo, Gunn told Boone that then assistant football coach Jay Graham (Graham) wanted Neyland Stadium “open secretly” for [REDACTED] to tour and that Graham also wanted [REDACTED] to speak with J. Pruitt by phone while touring the stadium. [FI-115](#). There are also a series of text messages involving Gunn, Boone, Graham and other football coaches and staff members regarding this visit. [FI-101](#), pp. 13978-13979 and [FI-105](#), pp. 25078-25079. More than two weeks prior, on April 20, 2020, athletics compliance notified the football program that “all weight rooms and practice/competition facilities will be closed to student-athletes, former student-athletes, coaches and staff.” [FI-182](#), p. 8.
  - During a June 23, 2020, football staff meeting, the topic of prospects potentially visiting Knoxville was discussed, during which Tate reiterated the recruiting restrictions during the COVID dead period. [FI-182](#), p. 89. Approximately one month later, football coaches and staff began arranging impermissible recruiting visits as detailed in Allegation 1.
  - On September 22, 2020, Tate emailed senior athletics administrators and athletics compliance staff a series of points he had reviewed with the football staff during a meeting earlier that morning. As detailed in his email, Tate told J. Pruitt and the football staff that “any potential violation of the COVID dead period will result in an automatic inquiry.” [FI-182](#), p. 159. Tate also noted that J. Pruitt had asked him to work with [REDACTED] to “lay out parameters for our recruiting staff and coaches so they understand what they cannot do.” *Id.* Further, Tate noted that J. Pruitt told his staff during the meeting “we are not going to do anything foolish to try to gain an advantage and put ourselves in jeopardy.” *Id.* However, as of September 22, J. Pruitt and his staff had already knowingly arranged impermissible recruiting visits on five weekends from July 24 to September 20, 2020, and would soon arrange impermissible visits on four additional weekends from October 2 to November 15.
  - On October 22, 2020, Gunn and [REDACTED] exchanged text messages regarding keeping [REDACTED] October 24-25, 2020, visit [Allegation 1-h] “secret.” [FI-101](#), pp. 14467-14468.

### Conclusion

The University respectfully submits that the rules-education and monitoring systems that were in place at the time met the standards set forth in the NCAA constitution and bylaws, as well as other governing authorities (e.g., Enforcement IOP 2-4-4, NAAC Reasonable Standards). The involved individuals in this

case made every effort to evade the University's monitoring systems and repeatedly lied to athletics compliance staff in committing these violations. The University has taken full responsibility for the underlying violations in Allegations 1 through 9 but submits that it would be duplicative and heavy-handed to assess another violation (and penalties) because the University did not immediately detect, or prevent altogether, the dishonest and unethical conduct of the involved individuals.



### III. AGGRAVATING & MITIGATING FACTORS, CASE LEVEL AND CLASSIFICATION

#### A. Aggravating Factors Identified in the NOA

<b>Aggravating Factors Identified in NOA</b>	<b>University's Position</b>	<b>Rationale</b>
Multiple Level I violations by the institution.  Bylaws 19.9.3-(a)	Agrees	The University agrees that it is responsible for multiple Level I violations and that this factor applies.
A history of Level I, Level II or major violations by the institution.  Bylaw 19.9.3-(b)	Agrees in part	The University acknowledges its prior history of major infractions but submits that it should be afforded little, if any, weight.
Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.  Bylaw 19.9.3-(h)	Agrees	The University agrees that persons of authority, including J. Pruitt, condoned and/or participated in violations and that this factor applies. However, the University submits that the weight of this factor should rest predominantly with those responsible for violations.
One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete.  Bylaw 19.9.3-(i)	Agrees	The University acknowledges that multiple football student-athletes competed while ineligible during the 2019 and 2020 football seasons. It agrees that this factor applies.

<p>A pattern of noncompliance within the sport program involved.</p> <p>Bylaw 19.9.3-(k)</p>	<p>Agrees</p>	<p>The University agrees that the violations committed by J. Pruitt and the football staff over a two-year period demonstrated a pattern of noncompliance in the football program.</p>
<p>Intentional, willful or blatant disregard for the NCAA constitution or bylaws.</p> <p>Bylaw 19.9.3-(m)</p>	<p>Agrees, in part</p>	<p>The University agrees that case precedent supports the application of this factor but submits that the weight of the factor should rest predominantly with those responsible for violations. The involved individuals in this case intentionally violated established NCAA rules, disregarded the University's compliance expectations, and attempted to conceal their misconduct to evade the University's monitoring systems. Several of the individuals lied to University and NCAA investigators once violations were discovered.</p> <p>The University recognizes that the individuals were employees at the time of the violations and accepts responsibility for their actions. However, the misconduct attributed to the involved individuals was wholly antithetical to the University's mission and values. The University requests that the Panel assign this factor little-to-no weight when determining the University's case classification and penalties.</p>
<p>Other facts warranting a higher penalty range.</p> <p>Bylaw 19.9.3-(o)</p>	<p>Disagrees</p>	<p>The University does not agree that this factor should be assessed. To the extent this factor is warranted, it should be reserved for involved individuals who intentionally committed and concealed the COVID dead period violations despite the University's best efforts to educate and monitor the football program during this time period. The University highlights <a href="#">FI-182</a>, which details numerous instances in which the University educated, monitored and otherwise attempted to help the football program permissibly navigate the restrictions associated with the COVID dead period.</p> <p>As of this submission, the COI has <i>never</i> applied this factor to an institution, and it declined to against an institution in a recent infractions decision even though it had been identified by the enforcement staff.<sup>31</sup> The COI has previously assessed the factor to involved individuals in prior cases, including in <a href="#">LSU</a>, and to the extent this factor is warranted in this case, it should be reserved for involved individuals. Further, the University has already acknowledged responsibility for</p>

<sup>31</sup> See [Louisiana State University \(LSU\)](#) (September 22, 2022).

		multiple other, similar aggravating factors, including Bylaws 19.9.3-(k), (h) and (m). Compounding matters by also assessing this factor to the University would be duplicative and heavy-handed.
--	--	---

## B. Mitigating Factors Identified in the NOA

<b>Mitigating Factors Identified in NOA</b>	<b>University's Position</b>	<b>Rationale</b>
<p>Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties.</p> <p>Bylaw 19.9.4-(b)</p>	Agrees	<p>The University agrees this factor applies. Immediately upon receiving a report of a potential violation, the Chancellor directed University officials and outside counsel to conduct a thorough investigation. When the investigation demonstrated that violations had occurred, the University promptly reported the issues to the enforcement staff and began self-imposing significant penalties, including terminating J. Pruitt and multiple members of his staff, reducing football scholarships and restricting football recruiting activities. Please refer to the University's supplemental information for a detailed listing of all self-imposed penalties.</p>
<p>Affirmative steps to expedite final resolution of the matter.</p> <p>Bylaw 19.9.4-(c)</p>	Agrees	<p>The University agrees this factor applies. In approximately seven months from late November 2020 through June 2021, the University initiated and completed a comprehensive investigation that included conducting over 120 interviews and collecting and reviewing tens of thousands of records, many of which were provided from individuals and entities that were not obligated to cooperate with the investigation. In fall 2021, the University provided the enforcement staff with a comprehensive self-report of its investigation and all interviews and volumes of documentation. These materials form the basis of the allegations in this case. Additionally, on multiple occasions, the University assisted the enforcement staff with its investigation and review of the issues and initiated multiple good faith attempts to expedite final resolution of this case.</p>
<p>An established history of self-reporting Level III or secondary violations.</p> <p>Bylaw 19.9.4-(d)</p>	Agrees	<p>The University self-reported 46 Level III violations during the previous five years (an average of approximately nine per year) and agrees that this factor applies.</p>

Exemplary cooperation.  Bylaw 19.9.4-(f)	Agrees	<p>The University agrees this factor applies and notes the University satisfied all three enumerated criteria for this factor. This factor should be awarded substantial weight.</p> <p>As stated in the NOA, the University's cooperative actions (i) should be the standard for institutional inquiries into potential violations, and (ii) led to the fully established record in this case. In particular, but for the Chancellor's and other University leaders' immediate and decisive actions in response to the initial report, including imaging staff member cell phones, it is unlikely any of the violations would have been discovered. The immense value of the University's initial decisions in November 2020 to carefully preserve and collect valuable factual information should be heavily weighted in assessing the University's case classification and penalties.</p>
--	--------	--

### C. Additional Mitigating Factors Proposed by the University

<b>Additional Mitigating Factors Proposed by University</b>	<b>Rationale</b>
<p>Prompt self-detection and self-disclosure of the violation(s)</p> <p>Bylaw 19.9.4-(a)</p>	<p>The University's efforts throughout this case clearly satisfy the elements of Bylaw 19.9.4-(a) and warrant application of this factor. The University initiated an investigation in November 2020 and its investigation continued into the late spring/early summer 2021. On every occasion in which additional violations were discovered, that information was promptly reported to the enforcement staff.</p> <p>The University's analysis and support regarding the applicability of this mitigating factor is provided below.</p>
<p>Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards (e.g., NAAC Reasonable Standards)</p> <p>Bylaw 19.9.4-(e)</p>	<p>Throughout the time period of violations, the University employed leaders in the athletics compliance community who designed and implemented a comprehensive program that satisfied industry standards in the critical areas of institutional control, monitoring and head coach responsibility. The University's head of athletics compliance at the time was the NAAC president and proficient in applying those standards and expectations. The recent <a href="#"><u>LSU</u></a> case also supports the application of this factor.</p> <p>The University acknowledges that serious violations occurred but submits that its considerable investment and efforts regarding compliance should not be negated because of the intentional misconduct of the involved individuals in this case.</p>

Other facts warranting a lower penalty range  Bylaw 19.9.4-(i)	<p>The University’s efforts to investigate, report and process this case exceed what has historically been recognized as exemplary cooperation. Those efforts warrant additional mitigation. In support of this factor, and as discussed in greater detail below, the University notes the expanded list of mitigating factors for institutions that will go into effect on January 1, 2023, with the adoption of Proposal 2022-17. Although these reforms have yet to take effect, the concepts at issue align with the facts in this case and should be applied via this factor.</p> <p>The University’s analysis and support regarding the applicability of this mitigating factor is provided below.</p>
--	--

#### **D. Analysis of Aggravating and Mitigating Factors and Case Precedent in Support of the University’s Positions**

##### *Bylaw 19.9.3-(o) – Other facts warranting a higher penalty range.*

The enforcement staff identified this aggravating factor as applicable to the University based on violations detailed in Allegations 1, 3, 8 and 9, which occurred during the COVID dead period. The enforcement staff took a similar approach in [LSU](#) which involved recruiting violations during the COVID dead period, including impermissible contacts and inducements. In declining to apply this factor, the COI panel reasoned that “LSU took appropriate, good-faith measures intended to deter and prevent the type of violations in this case,” including consulting the conference office, talking with the prospects’ parents to ascertain their plan and advise them of the dead period restrictions, providing rules education to the football staff and following up with the football staff and prospects’ parents after the visit. *Id.*, p. 17. The COI panel added that, “in light of these measures and the due diligence exercised by the institution, the panel determines the additional aggravating factor is not warranted for LSU.” *Id.*, p. 17.

Like LSU, the University consistently took appropriate, good-faith action to deter and prevent the COVID dead period violations. As noted elsewhere in this Response, the University provided the enforcement staff with 266 pages of documentation concerning its efforts to educate and monitor the football program, particularly in the area of recruiting visits to Knoxville. [FI-182](#). Athletics compliance repeatedly told the football program that it needed to be alerted immediately if they (football) learned of a

prospect who intended to visit campus/Knoxville to ensure that appropriate precautions (and documentation) were taken to avoid violations. Football was warned that violations in this area would be met with significant consequences. Despite the University's best efforts, multiple members of the football staff, including J. Pruitt, disregarded these advisements, chose to commit serious violations and went to great effort to conceal their activities. Accordingly, the University believes these facts demonstrate appropriate, good-faith compliance efforts to deter and prevent violations and that this factor should not apply to the institution.

*Bylaw 19.9.4-(a) – Prompt self-detection and self-disclosure of the violation(s).*

The COVID dead period violations in Allegation 1 occurred from late July to mid-November 2020. The University's investigation began on November 13, 2020. Within the first few weeks of the investigation, the University had uncovered several violations, including some of those detailed in Allegation 1. On December 9, 2020, the University self-reported its initial findings to the Vice President of Enforcement and continued its investigation. By mid-January 2021, the University had substantiated multiple additional violations, several of which had occurred on or after late 2019 and early 2020. Those violations were also immediately reported to the enforcement staff. As such, as of mid-January 2021, the University had self-detected and reported multiple violations that were one year old or less. The University submits that its efforts in this regard clearly satisfy the elements of Bylaw 19.9.4-(a) and therefore warrant application of this factor. The University's investigation continued into the late spring/early summer 2021, and each time additional violations (or possible violations) were discovered, they were promptly reported to the enforcement staff.

The University acknowledges that Allegations 2-a, 3-a and 4-a contain violations dating back to fall 2018. However, the University only found these infractions through diligently preserving, collecting and reviewing tens of thousands of records (primarily text messages from imaged cell phones) that were obtained as part of the initial investigation related to the COVID dead period violations. But for the University's exemplary efforts early in its investigation, it is unlikely any of these older violations would have been discovered.

The enforcement staff has expressed its reluctance in applying this factor because some of the violations occurred during the two years prior to detection. Depriving the University of credit for its self-detection and disclosure of those violations because it found “older” violations would be unreasonable, unfair and contrary to established case precedent. Thoroughly investigating all available facts, regardless of where those facts lead or how far back in time they go, is expected of an institution. (In fact, such efforts can result in an institution earning exemplary cooperation, like in this case.) Using the findings of an investigation (i.e., discovering older violations) to deprive an institution of mitigation it has otherwise earned would discourage such cooperation and thorough investigation.

As the Panel is aware, recently adopted reforms to the infractions process were designed and intended to incentivize cooperation, not discourage it. An overly restrictive approach to applying this factor will stifle, rather than promote, cooperation in the infractions process.

Case precedent supports that the COI has credited institutions with this factor based on similar, and often less favorable, facts as those in this case (commonly, with the enforcement staff’s support).

- [\*\*University of Mississippi \(December 1, 2017, infractions hearing\)\*\*](#) – a COI panel credited Mississippi with this factor based on when it discovered and reported just three of the 21 total allegations in the case, specifically Allegations 5, 6 and 8. Several of the 18 other violations in the case were multiple years old when they were discovered. The enforcement staff also agreed the factor applied. Accordingly, the University submits that its prompt self-detection and reporting of the COVID dead period violations, and multiple other violations that were discovered within one year,<sup>32</sup> warrants application of this factor even though there were other older violations discovered in the investigation.
- [\*\*University of Northern Colorado \(December 15, 2017, infractions hearing\)\*\*](#) – a COI panel credited Northern Colorado with this factor even though some violations were approximately six years old when they were discovered. The enforcement staff also agreed the factor applied. By contrast, the oldest violations in the University’s case were approximately two years old when they were discovered.
- [\*\*University of Oregon \(December 5, 2018, infractions hearing\)\*\*](#) – a COI panel credited Oregon with this factor even though some violations in the case (impermissible coaching activities by a men’s basketball director of operations) first occurred in 2013 but were not discovered until the summer of 2016. The enforcement staff also agreed this factor applied.
- [\*\*University of Houston \(December 18, 2019, summary disposition\)\*\*](#) – a COI panel credited Houston with this factor even though some violations in the case (countable athletically-related

---

<sup>32</sup> See Allegations 2-b-(2); 2-b-(3); 2-b-(4); 3-b-(1); 3-b-(3); 3-b-(4); 4-i; 4-j; 5-d; 6-f; 7-d; 7-e; 8-j through 8-n; and 9-a through 9-h.

activities violations) first occurred during the summer of 2016 but were not discovered until approximately three years later while the institution and enforcement staff were investigating academic misconduct in a different sport. The enforcement staff also agreed this factor applied.

- [\*\*Texas Christian University \(December 20, 2019, summary disposition\)\*\*](#) – a COI panel credited TCU with this factor even though some violations in the case (impermissible payments to student-athletes for work not performed) first occurred in 2015 but were not discovered until June 2018. The enforcement staff also agreed this factor applied.
- [\*\*University of Akron \(August 19, 2021, infractions hearing\)\*\*](#) – a COI panel credited Akron with this factor even though some violations in the case (impermissible cash loans from an athletics administrator to student-athletes) first occurred in January 2015 but were not discovered until March 2020. The enforcement staff also agreed the factor applied.

Additionally, the Division I Transformation Committee recognized the importance and value to the infractions process when institutions detect and report violations, stating that “while self-detection and reporting cannot cure a violation, those actions must be valued in meaningful and consistent ways, particularly when penalties are calculated.”<sup>33</sup> It is clear that the Transformation Committee and Division I Board of Directors desire for institutions to be rewarded with additional mitigation for taking the same actions as the University in this case.

This factor should apply and be afforded meaningful weight.

*Bylaw 19.9.4-(e) – Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches’ control standards (e.g., NAAC Reasonable Standards).*

In LSU, the COI panel applied this factor “due to the comprehensive compliance measures taken by LSU to educate the football staff and deter violations during the prospect-led visit,” which occurred during the COVID dead period. Additionally, the COI panel found LSU’s efforts in this regard to be “indicative of a proactive compliance system designed to ensure rules compliance.”<sup>34</sup>

The University provided significant documentation of its meaningful and proactive compliance efforts, particularly in the topic areas of violations (e.g., recruiting visits during the COVID dead period).

[\*\*FI-182\*\*](#) and [\*\*Exhibit 2\*\*](#) and [\*\*Exhibit 5\*\*](#). As part of the University’s monitoring efforts, athletics compliance

---

<sup>33</sup> See [\*\*Report of the Division I Transformation Committee April 18-19, 2022, In-Person Meeting\*\*](#), p. 4; and [\*\*Report of the Division I Transformation Committee May 3, 2022, Videoconference\*\*](#), p. 4.

<sup>34</sup> See [\*\*LSU\*\*](#), p. 18.



and athletics administration maintained a consistent physical presence in and around the football program, including attending daily football staff meetings, as well as regularly attending practices, games (home and away) and recruiting activities. Athletics compliance also utilized computer systems and forms to bolster its rules-education and monitoring programs.

Regarding the University's efforts to achieve a culture of compliance, all coaches and staff were consistently reminded of the institution's compliance expectations and educated on applicable rules. Athletics compliance directed coaches to ask questions before acting to help avoid violations. The University also reinforced its compliance expectations with meaningful corrective actions and accountability.

With regard to satisfying NCAA head coach responsibility legislation, University leaders, including the Chancellor, clearly and consistently communicated to all head coaches, including J. Pruitt, about their responsibilities to promote an atmosphere of compliance and monitor. Athletics compliance assisted all head coaches, including J. Pruitt, in developing and implementing plans to help satisfy their responsibilities under Bylaw 11.1.1.1. More broadly, the University supplied J. Pruitt and his program with around-the-clock compliance assistance, including embedding an experienced compliance administrator to assist the football staff.

*Bylaw 19.9.4-(i) – Other facts warranting a lower penalty range.*

The University's efforts to investigate, report and process this case exceed what has historically been recognized as exemplary cooperation. Those efforts warrant additional mitigation.

First, the Chancellor ensured that University investigators had all the tools necessary to conduct a comprehensive, thorough and efficient review of the reported potential violations. The Chancellor's leadership and active involvement in this case from the beginning was instrumental in preserving and gathering vital factual information.

Second, the University provided the enforcement staff with all pertinent information in its possession to help further the investigation, including over 120 interviews and tens of thousands of records,

which form the basis for nearly every charge in the NOA. The few allegations in the NOA that are not based on the foregoing information are nonetheless directly attributable to the University's investigation.

Third, University investigators and outside counsel encouraged and secured meaningful cooperation from multiple individuals and businesses that had no obligation to cooperate, including multiple high school and non-scholastic football coaches, prospects' family members, Knoxville-area businesses, airlines, and other persons and entities. University investigators went to considerable effort to secure this information, including traveling significant distances, as well as investigating late at night and over the holidays. Additionally, the University submits that many of these pieces of information likely would not have been obtained by the enforcement staff independently, particularly since the staff was not traveling during this time period due to cutbacks at the NCAA National Office caused by COVID-19.

The University also notes the expanded list of mitigating factors for institutions that will go into effect on January 1, 2023. Although these reforms have yet to take effect, the concepts at issue align with the facts in this case and should be applied via this factor.

On August 31, 2022, approximately six weeks after the issuance of the NOA, the Division I Board of Directors adopted [Proposal 2022-17](#) as emergency legislation, with an effective date of January 1, 2023. Among other objectives, this reform is intended to improve cooperation in the infractions process and includes additional mitigating factors that will be available to institutions. At least three of these new factors align with the facts of this case and therefore merit consideration. Specifically:

- Exemplary cooperation for institutional and athletics leadership embracing and exceeding the responsibility to cooperate (future Bylaw 19.2.1.1).
- Exemplary cooperation for volunteering all pertinent information the institution possesses or should reasonably be expected to possess to further the mission of the infractions process [future Bylaw 19.12.4.1-(g)-1].
- Securing the meaningful cooperation of an individual who does not have an affirmative obligation to cooperate under Bylaw 19.2.1 [future Bylaw 19.12.4.1-(i)].

Notes of the Transformation Committee's meetings, particularly from April 18-19 and May 3, 2022, provide further insight into the motivation and intent behind these reforms. Specifically:

- Regarding encouraging active engagement and cooperation in infractions cases by institutional leadership, the Transformation Committee sought to create “strategies that incentivize and reward presidential cooperation, as opposed to penalizing the failure to do so.” One recommendation was to create “a specific mitigating factor for the active involvement and cooperation efforts of key institutional leadership.”<sup>35</sup>
- Regarding increasing incentives for institutions to detect and report violations, the Transformation Committee considered whether to “draft additional mitigating factors and/or clarify application of current mitigating factors related to self-detection, reporting and exemplary cooperation.”<sup>36</sup>
- Regarding improving cooperation during investigations, the Transformation Committee sought to add a mitigating factor for institutions “that assist in obtaining third party cooperation.”<sup>37</sup>
- Regarding improving timeliness of processing cases, the Transformation Committee considered creating an additional mitigating factor “for parties who utilize an accelerated timeline and/or give more weight to affirmative steps mitigating factor [i.e., Bylaw 19.9.4-(b)] in those instances.”<sup>38</sup>

The above concepts align with the University’s efforts in this case. Therefore, the Panel should utilize Bylaw 19.9.4-(i) in this case to ensure that the entirety of the University’s cooperative efforts are recognized and rewarded.

#### **E. Level and Classification of University’s Case**

The University agrees this case is Level I. Based on the weight and number of applicable aggravating and mitigating factors, particularly exemplary cooperation and the factors detailed in 19.9.4-(i) described above, the University submits that its case should be classified as Level I – Mitigated.

---

<sup>35</sup> See [Report of the Division I Transformation Committee April 18-19, 2022, In-Person Meeting](#), pp. 3-4.

<sup>36</sup> See [Report of the Division I Transformation Committee April 18-19, 2022, In-Person Meeting](#), p. 4 and [Report of the Division I Transformation Committee May 3, 2022, Videoconference](#), p. 4.

<sup>37</sup> See [Report of the Division I Transformation Committee April 18-19, 2022, In-Person Meeting](#), p. 5.

<sup>38</sup> See [Report of the Division I Transformation Committee May 3, 2022, Videoconference](#), p. 4.

**IV. RESPONSE TO REQUEST FOR SUPPLEMENTAL INFORMATION.**

- 1. Provide mailing and email addresses for all necessary parties to receive communications from the hearing panel related to this matter.**

Please direct all communications to the University's outside counsel for this matter:

Kyle Skillman  
[kskillman@bsk.com](mailto:kskillman@bsk.com)

Michael Sheridan  
[msheridan@bsk.com](mailto:msheridan@bsk.com)

Bond, Schoeneck & King, PLLC  
7500 College Boulevard, Suite 910  
Overland Park, Kansas 66210

---

**University Representatives**

Donde Plowman  
*Chancellor*

Matthew Scoggins  
*Chief of Staff, Chancellor's Office*

C. Ryan Stinnett  
*General Counsel*

Daniel J. White  
*Vice Chancellor/Director of Athletics*

Cameron Walker  
*Deputy Athletics Director of Competitive Excellence*

Jonathan Bowling  
*Senior Associate Athletics Director of Compliance*

- 2. Indicate how the violations were discovered.**

Please see the Introduction to this Response for a detailed chronology of the investigation and how the violations were discovered.

- 3. Provide a detailed description of any corrective or punitive actions implemented by the institution as a result of the violations acknowledged in this inquiry. In that regard, explain the reasons the institution believes these actions to be appropriate and identify the violations on which the actions were based. Additionally, indicate the date that any corrective or punitive actions were implemented.**

At the direction of the Chancellor, the University uncovered, investigated and reported the bulk of the underlying violations in this case, and took a series of actions when violations were clearly demonstrated, including terminating the employment of several football coaches and noncoaching staff members. As the investigation progressed, and in a manner consistent with recent reforms to the NCAA governance and infractions processes that were adopted during this case, the University began self-imposing various restrictions on the football program while aiming to minimize the collateral impact to current football student-athletes who had no responsibility for the violations.

The University agrees the violations in this case constitute Level I severe breaches of conduct and understands that its penalties will be commensurate with infractions cases of this type. In evaluating appropriate self-imposed penalties, the University analyzed core penalties for Level I and Level II violations set forth in Bylaw 19 (including Figure 19-1) and incorporated other authorities, including case precedent and the aforementioned reforms (e.g., Division I Transformation Committee and Infractions Process Committee). Further, the University recognizes the large number of student-athletes who competed while ineligible and staff members responsible for violations, along with the applicable aggravating and mitigating factors, may also impact its penalties in this case.

As of this submission, the University has self-imposed certain penalties and corrective actions and it is still considering the full extent of all self-imposed penalties. It will supplement this Response prior to the hearing (in accordance with Bylaw 19.7.5) with a comprehensive list of all such actions.

- 4. Provide a detailed description of all disciplinary actions taken against any current or former athletics department staff members as a result of violations acknowledged in this inquiry. In that regard, explain the reasons the institution believes these actions to be appropriate and identify the violations on which the actions were based. Additionally, indicate the date that any**

**disciplinary actions were taken and submit copies of all correspondence from the institution to each individual describing these disciplinary actions.**

As a result of the violations discovered in this matter, the following employment actions were taken by the University:

- On January 18, 2021, the University terminated the employment of [REDACTED] Chantryce Boone, Bethany Gunn, [REDACTED], [REDACTED], [REDACTED] and [REDACTED]
- On January 19, 2021, the University terminated, for cause, the employment of Shelton Felton, Brian Niedermeyer and Jeremy Pruitt.

The University included relevant employment-related correspondence concerning the individuals identified above in [Exhibit 7](#).<sup>39</sup>

The University also notes the following concerning other involved individuals in this matter:

- On February 10, 2020, prior to the discovery of violations, Drew Hughes resigned from his position at the University to accept a position at another member institution.
- On January 31, 2021, Derrick Ansley resigned from his position at the University to accept a coaching position in the National Football League.

- 5. Provide a short summary of every past Level I, Level II or major infractions case involving the institution or individuals named in this notice. In this summary, provide the date of the infractions report(s), a description of the violations found, the individuals involved, and the penalties and corrective actions. Additionally, provide a copy of any major infractions' reports involving the institution or individuals named in this notice that were issued within the last 10 years.**

**[October 9, 1986](#)**

Description: Improper entertainment, lodging and transportation; extra benefits; eligibility; certification of compliance.

Individuals Involved: Head football coach

Sport Involved: Football

---

<sup>39</sup> [REDACTED] was a student employee for the football program. Accordingly, the University considers his employment-related correspondence and information to be protected under FERPA.

#### Penalties and Corrective Actions

- Public reprimand for University and head coach
  - One-year probation
  - Developed compliance programs
  - Improved complimentary ticket procedures
  - Disassociated two representatives
- 

#### September 18, 1991

Description: Impermissible recruiting; arrangement for an airline ticket on credit to a prospective student-athlete; improper off-campus contacts; recruitment of prospective student-athletes before completion of junior year; impermissible transportation; unethical conduct, erroneous certification of compliance.

Individuals Involved: Former assistant football coach

Sport Involved: Football

#### Penalties and Corrective Actions

- Public reprimand
  - Two-year probation
  - Maximum of 85 grants for 1992-93 and 1993-94
  - Reduction of one coach for one year
  - Suspension of senior camps
  - Show cause for former assistant coach
  - Annual reports
  - Recertification
- 

#### August 24, 2011

Description: Impermissible phone calls, impermissible contact and unethical conduct by former head men's basketball coach. Failure to cooperate and act with honesty and sportsmanship by three former assistant men's basketball coaches. Failure to monitor.

Individuals Involved: Former head men's basketball coach; former assistant men's basketball coaches

Sport Involved: Men's Basketball

#### Penalties and Corrective Actions

- Public reprimand and censure
  - Two years of probation
  - Three-year show-cause order for former head men's basketball coach
  - One-year show-causes for three former assistant men's basketball coaches
  - Annual compliance reporting required during the two-year period of probation
-

**November 16, 2012**

Description: Impermissible recruiting inducements and unethical conduct.

Individuals Involved: Former assistant football coach

Sport Involved: Football

**Penalties and Corrective Actions**

- Public reprimand and censure
- Probation extended two years from previous case
- Reduction in official visits for 2012-13
- No complimentary tickets for unofficial visits for first two conference games in fall 2013
- Three-year show-cause for former assistant football coach
- Annual compliance reporting required during period of probation

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

No.	Academic Year	Case No.	Sport	Applicable Bylaws
1	2017-18	980808	MBA	13.1.3.1
2	2017-18	973934	MBB	11.3.2.2
3	2017-18	984541	WGO	13.4.1
4	2017-18	985477	MBA	11.01.6
5	2017-18	986724	WTE	13.4.1
6	2017-18	993014	WBB	13.4.1.9, 13.6.7.9
7	2017-18	1000408	MBB	13.7.2.1
8	2017-18	993025	WBB	13.1.7.6.1
9	2017-18	1009765	FB	13.15.1, 13.15.1.2
10	2017-18	1012675	WGO	17.1.7.6
11	2017-18	1020767	WTE	17.1.7.3.2.1
12	2017-18	1020769	WBB	11.3.2.7
13	2017-18	1016033	WSB	11.6.1.2
14	2018-19	1020766	WBB	13.1.1.3
15	2018-19	1020770	WBB	13.12.2.3.1
16	2018-19	1031559	FB	11.7.1.1
17	2018-19	1031784	FB	13.1.1.2
18	2018-19	1035633	FB	13.1.3.1.2



19	2018-19	1035634	MBB	16.11.2.1
20	2018-19	1037297	SWM	13.7.3.1
21	2018-19	1040614	MTE	13.1.1.1
22	2018-19	1044495	FB	13.1.2.1
23	2018-19	1048623	TRK	16.1.4.3
24	2018-19	1049545	WSB	15.5.11.2
25	2018-19	1051115	FB	11.3.2.8
26	2018-19	1060586	FB	11.7.3, 11.7.4.1.1
27	2018-19	1061944	WRO	13.7.1
28	2018-19	1061912	WSC	11.3.2.7
29	2019-20	1058990	FB	13.7.4
30	2019-20	1069528	FB	14.2.1
31	2019-20	1069998	FB	13.4.1.1, 13.4.1.5
32	2019-20	1070943	SWM	12.4.4, 12.5.2.1
33	2019-20	1085046	FB	12.5.2.1
34	2019-20	1081284	WBB	13.1.3.1.1
35	2020-21	1103605	WBB	13.02.13.1, 13.10.2.1, 13.10.2.8
36	2020-21	1104520	FB	13.7.3.1.8, 13.7.5
37	2020-21	113793	FB	12.11.1, 16.2.2.2, 16.11.2.1
38	2020-21	115864	TRK	16.02.3, 16.11.2.1
39	2020-21	1115910	MBB	16.02.3, 16.11.2.1
40	2020-21	1131910	TRK	16.11.2.4
41	2020-21	1133342	FB	13.4.1, 13.4.1.1
42	2020-21	1131910	TRK	16.11.2.4
43	2021-22	1145002	MBB	13.7.4
44	2021-22	1146947	FB	13.7.4
45	2021-22	1148382	WVB	17.02.19
46	2021-22	1168200	BSB	13.6.3
47	2021-22	1168797	WSM	13.4.1
48	2021-22	1169341	FB	13.1.1.3
<b>5 Yr. Total-48</b>			<b>FB Total- 16</b>	

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

The University is a member of the Southeastern Conference and has a total enrollment (undergraduate and graduate) of 33,805 students. The University supports 591 student-athletes in a total of 20 sports programs: Nine men's sports (baseball, basketball, cross country, football, golf, tennis, indoor and

outdoor track and field, and swimming and diving) and 11 women's sports (basketball, cross country, golf, rowing, soccer, softball, swimming and diving, tennis, indoor and outdoor track and field, and volleyball).

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

The University's department of athletics is supervised by the vice chancellor/director of athletics. Eight senior athletics administrators provide oversight and support of the sports programs, all of whom report to the vice chancellor/director of athletics. Organizational charts for the past four years are included as [Exhibit 8](#).

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

Date	Topic area(s)	Responsible Agency
June 1998	Continuing eligibility	University Audit & Consulting Services (UACS)
Aug. 1999	Camps	UACS
May 2000	Equipment, apparel and vehicles	UACS
June 2001	Recruiting	UACS
May 2002	Financial aid	UACS
May 2003	Initial and transfer eligibility	UACS
May 2004	Complimentary admissions and boosters	UACS
Feb. 2006	Playing/practice seasons and team travel	UACS
June 2007	Cert. of compliance, coaching limits, contracts, and student-athlete employment	UACS
Dec. 2007	Continuing eligibility	UACS
Oct. 2008	Initial and transfer eligibility	UACS
Oct. 2009	Equipment	UACS
Aug. 2010	Athletics compliance review	Bond, Schoeneck & King
Nov. 2010	APR, rules education and self-reporting	UACS
Jan. 2013	Financial aid	UACS
Aug. 2014	Camps and clinics	UACS
Dec. 2015	Textbooks and SAOF	University Office of Audit & Compliance (UOAC) <sup>40</sup>

<sup>40</sup> UACS (later renamed UOAC) is a resource for all institutions in the University of Tennessee system that provides objective, independent evaluations to reduce risk and improve operations. It is comprised of two functions: internal audit and compliance. The audit function develops an annual audit plan based on a risk assessment and performs audits focused on internal controls, fraud prevention and detection, information technology, and effectiveness and efficiency. The audit function also conducts fraud

Dec. 2016	Complimentary admissions	UOAC
Summer 2017	Athletics Compliance Review	The Compliance Group
Nov. 2018	Recruiting monitoring	UOAC
Sept. 2020	Athletics eligibility	UOAC

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

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

Average Initial Grants-in-Aid (2019-20 to 2022-23):	<b>25</b>
Average Total Grants-in-Aid (2019-20 to 2022-23):	<b>82</b>

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

Initial Grants-in-Aid (2022-23):	<b>30</b>	(cap eliminated through blanket waiver)
Total Grants-in-Aid (2022-23):	<b>81</b>	( <b>TBD</b> anticipated for 2023-24)

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

Average Official Paid Visits (2018-29 to 2021-22)	<b>43</b>
2018-19: 55	
2019-20: 29 (COVID)	
2020-21: 34 (COVID)	
2021-22: 56	

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

See [Exhibit 9](#).

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

[2018-19](#)

[2019-20](#)

---

investigations. The compliance function is responsible for designing, implementing and monitoring the systemwide compliance program and promoting the University's Code of Conduct. The compliance function also has a systemwide Title IX presence.

2020-21  
2021-22

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

Bylaws 31.2.2.3 and 31.2.2.4 are not applicable. Football student-athletes did not compete while ineligible in an NCAA championship.

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

Bylaw 19.9.7-(g) is applicable. Football student-athletes competed while ineligible during the 2019-20 and 2020-21 academic years. [FI-003](#) (SACWI chart).

- 11. Consistent with the Committee on Infractions Internal Operating Procedures 5-15-4-1 (Total Budget for Sport Program) and 5-15-4-2 (Submission of Total Budget for Sport Program), please submit the three previous fiscal years' total budgets for all involved sport programs. At a minimum, a sport program's total budget shall include: (a) all contractual compensation including salaries, benefits and bonuses paid by the institution or related entities for coaching, operations, administrative and support staff tied to the sport program; (b) all recruiting expenses; (c) all team travel, entertainment and meals; (d) all expenses associated with equipment, uniforms and supplies; (e) game expenses and (f) any guarantees paid associated with the sport program.**

	2019-20	2020-21**	2021-22*
(a) Contractual Compensation	\$16,291,642	\$15,637,120	\$17,166,619
(b) Recruiting Expenses	\$1,615,820	\$339,878	\$1,966,857
(c) Team Travel	\$1,653,262	\$1,608,565	\$1,566,788
(d) Equipment/Supplies	\$1,414,415	\$1,444,177	\$1,067,268
(e) Game Expenses	\$3,688,292	\$1,452,319	\$4,258,571
(f) Guarantees Paid	\$3,000,000	\$0	\$3,550,000
<b>TOTAL EXPENDITURES</b>	<b>\$27,663,431</b>	<b>\$20,482,059</b>	<b>\$29,576,103</b>

\* Unaudited financial results for FY 2021-22

\*\* FY results impacted by COVID-19