

UNIVERSITY OF MISSISSIPPI

**CHRIS KIFFIN'S RESPONSE TO THE NOTICE OF
ALLEGATIONS ISSUED ON FEBRUARY 22, 2017**

CASE NO. 00561

**William M. Quin II, Esq.
McCraney Montagnet Quin & Noble, PLLC
602 Steed Road, Suite 200
Ridgeland, MS 39157**

INTRODUCTION

Chris Kiffin is a former member of the football coaching staff at the University of Mississippi (“Ole Miss”). He joined the staff as a first-time on-the-field position coach in December 2011. He resigned his position in December 2016 and is currently employed on the football coaching staff at [REDACTED].

Kiffin does not contest allegations 10 and 13 within the February 22, 2017 Notice of Allegations (“NOA2”). He substantially admits the factual information supporting allegation 8, but contests its characterization as Level II. The Committee has considered numerous cases over the years involving similar circumstances and has routinely determined that such violations are properly characterized as Level III or secondary. Finally, Kiffin vigorously contests allegation 9. The infractions staff has based this allegation on unsubstantiated and contradicted information offered by individuals with questionable credibility and suspect motives. Allegation 9 is without a sufficient factual basis and should be rejected.

During his tenure at Ole Miss, Kiffin accepted and complied with Ole Miss’s self-imposed recruiting limitations and sought additional rules education at his own expense. He also provided an extraordinary degree of cooperation during the investigative process, including numerous interviews with Ole Miss’ compliance staff and the NCAA enforcement staff. Kiffin’s cooperation and acceptance of self-imposed penalties should be considered mitigating factors in the assessment of penalties for the violations charged in NOA2. Similarly, the Committee should consider the unintentional and limited scope of his admitted violations, as well as Kiffin’s otherwise compliant practices, as mitigating factors.

RESPONSE

I. Coach Kiffin substantially admits the facts set forth in Allegation No. 8 but the violation should be characterized as Level III.

8. *[NCAA Division I Manual Bylaws 13.2.1, 13.6.7.7 and 13.6.8 (2012-13)]*

It is alleged that between January 25 and 27, 2013, Chris Kiffin (Kiffin), then assistant football coach, arranged approximately \$1,027 in impermissible recruiting inducements in the form of free hotel lodging and meals for family members who were not parents or legal guardians of then football prospective student-athlete ██████████ during his official paid visit. Specifically:

- a. *Kiffin arranged free meals for ██████████ father of ██████████ half-brother; ██████████ wife; and ██████████, ██████████ mother's then boyfriend. The combined monetary value of the meals was approximately \$709. [NCAA Bylaws 13.2.1 and 13.6.7.7 (2012-13)]*
- b. *Kiffin arranged two nights of free hotel lodging for ██████████ and ██████████ at ██████████. The monetary value of the lodging was approximately \$318. [NCAA Bylaws 13.2.1 and 13.6.8 (2012-13)]*

Level of Allegation No. 8:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 8 is a significant breach of conduct (Level II) because the alleged violations (1) provided, or were intended to provide, more than a minimal recruiting, competitive or other advantage; (2) provided, or were intended to provide, more than minimal impermissible benefits; and (c) were more serious than a Level III violation. [NCAA Bylaws 19.1.2 and 19.1.2-(a) (2016-17)]

Involved Individual(s):

The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.5.4 regarding Kiffin's involvement in Allegation No. 8.

Factual Information (FI) on which the enforcement staff relies for Allegation No. 8:

The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 8. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.

Coach Kiffin and ██████████ developed a close relationship during ██████████ recruitment. Kiffin learned ██████████ had no relationship with his biological father. In fact, Kiffin never met ██████████ biological father. ██████████ biological father was not involved in ██████████ recruitment. (FI No. 59 at 11, 3/8/13 Kiffin transcript).

██████████ mother lived with ██████████ during ██████████ formative years. ██████████ refers to ██████████ as his “dad” and considers ██████████ to be his father. *Id.* at 9. The feelings of familial affection and devotion were mutual. ██████████ likewise considers himself to be the father ██████████ never had. (FI No. 63 at 34-35, 05/08/2013 ██████████ transcript) (“In the essence of him not having a biological father, I’ve been his father instead for the 18 years of his life.”).

██████████ asked ██████████ to accompany him on his official visit to Ole Miss. ██████████ invited his wife to join him on the trip. The ██████████ drove to Oxford from their home in ██████████, ██████████. ██████████ mother, her then-boyfriend (now ex-husband) ██████████, and ██████████ half-brother, ██████████, also attended the official visit. They drove with ██████████ to Oxford from ██████████ hometown of ██████████ ██████████.

Kiffin failed to adequately explain the ██████████ relationship to Branden Wenzel, the former assistant recruiting director in charge of arranging lodging and collecting payment from guests of prospects on official visits. When Wenzel asked Kiffin about ██████████ relationship with ██████████, Kiffin said ██████████ was ██████████ “real dad.” (FI. No. 66 at 34, 05/09/2013 Wenzel transcript). Wenzel did not fully understand the ██████████ relationship, concluded ██████████ was ██████████ biological father, and arranged for free lodging and meals for the ██████████ during the official visit. Similarly, Wenzel misunderstood ██████████ was ██████████ step-father and permitted ██████████ to receive meals in violation of NCAA rules. *Id.* at 24-26.

The enforcement staff has improperly characterized allegation 8 as a Level II violation.

As the following table illustrates, the NCAA has routinely processed similar violations as Level III or secondary:

Case Number	Bylaw Cites	Decision Date	Summary
42625	13.6.7.1, 13.6.8, 13.6.9	3/16/2010	Men's basketball PSA's relative provided impermissible lodging and meals during official visit
50934	13.6.7.1, 13.6.9	6/28/2011	Two PSAs received impermissible benefit during hotel stay on official visit
371085	13.6.7.7	6/6/2013	PSA's sister and brother-in-law provided impermissible meals on official visit
403845	13.6.7.7	8/16/2013	PSA's aunt and family friend provided impermissible meal on official visit
375645	13.6.8, 13.6.9	9/24/2013	PSA's host father's lodging and entertainment expenses were paid during the PSA's official visit without getting the necessary legislative relief waiver
458791	13.6.7.7	11/25/2013	PSA's mother's boyfriend provided 3 impermissible meals during official visit
485531	13.6.7.7	1/25/2014	Sister of two PSA's provided impermissible meal on official visit
523111	13.6.7.7	2/10/2014	PSA's brother provided impermissible meal on official visit
535574	13.6.7.7	2/24/2014	PSA's grandmother provided impermissible meals during official visit
535593	13.6.7.7	2/24/2014	PSA's sister provided impermissible meal during official visit
533992	13.6.7.7	3/17/2014	PSA's sister provided impermissible meals during official visit
555953	13.6.7.7	3/31/2014	PSA's parents provided impermissible meal during official visit
641639	13.6.7.7	4/23/2014	PSA's brother provided two impermissible meals during official visit
629851	13.2, 13.6.7.1, 13.6.7.1.1, 13.6.9	4/25/2014	PSA's parents were provided an impermissible meal and pet charge for hotel room on official visit
646652	13.6.7.7	5/1/2014	PSA's sibling provided impermissible meals during official visit
600411	13.6.9, 13.6.8	5/2/2014	Impermissible lodging provided to PSA's "acting guardian" during official visit
574951	13.6.7.7	5/2/2014	PSA's brother provided impermissible meal during official visit

587111	13.6.9	5/28/2014	Impermissible lodging was provided to PSA's brother during his official visit
671632	13.6.7.7	6/3/2014	PSA's high school coach received an impermissible meal during an official visit
691554	13.6.7.7	6/18/2014	PSA's grandmother provided impermissible meals during official visit
707031	13.6.7.7, 13.2.1	7/28/2014	PSA's brother provided four impermissible meals during official visit
698899	13.6.7.7, 13.2.1	7/30/2014	PSA's brother provided impermissible meal during official visit
695951	13.6.7.7	7/31/2014	PSA's grandmother received impermissible means during official visit
717412	13.6.7.7	9/12/2014	PSA's sister provided impermissible meal during official visit
726346	13.6.7.1.1, 13.6.9	9/25/2014	PSA's parents received impermissible lodging prior to official visit
737286	13.6.7.1.1, 13.6.9	10/3/2014	PSA's parent received impermissible lodging expenses prior to official visit
726143	13.6.7.7	10/10/2014	PSA's brother provided 3 impermissible meals during official visit
47833	8/15/2011	13.6.9, 13.6.7.7	PSA's sister received impermissible meals and lodging during his official visit
675033	13.6.7.7	5/13/2014	PSA's family friend provided impermissible meal during official visit

In addition, in Case No. 377545 concerning travel arrangements for official visits, the staff treated two official visit violations involving significantly higher cash values (\$1,409.20 and \$503.80) as secondary in nature. There is no legitimate or compelling reason to treat the violations outlined in allegation 8 differently. Kiffin respectfully submits that the Committee should accept his admission of responsibility and reject the enforcement's staff mischaracterization of this violation.

Kiffin further submits that entry of a show-cause order for this and his other admitted violations would be unjustified. The undersigned's search of the NCAA database has not revealed a case in which a show-cause order was issued for unintentional, episodic and limited conduct similar to that admitted by Kiffin. Show-cause orders are reserved for far more serious

and pervasive wrongful conduct, such as lying to the enforcement staff or institution, frequent and excessive text messages to prospective student-athletes, and payments of money or provision of other benefits to student-athletes or prospective student athletes in knowing violation of NCAA legislation. See, e.g., *University of Alabama* (2017) (former assistant coach was untruthful in two interviews with the enforcement staff and the institution); *Southeast Missouri State University* (2017) (assistant men's basketball coach arranged for prospective student-athlete to receive fraudulent academic credit, provided false or misleading information during his interviews, and failed to cooperate); *Florida Int'l University* (2017) (former head women's basketball coach provided \$600 to a student-athlete in order that the student-athlete could pay off a student account balance which allowed the student-athlete to register for her winter term classes); *Appalachian State University* (2016) (former assistant coach sent 416 impermissible text messages to the mother of a prospect); *Southeast Missouri State University* (2016) (former assistant coach engaged in six prearranged off-campus, in-person contacts with two prospects and their families, sent multiple impermissible direct messages to one prospect, and provided \$178 in impermissible inducements); *University of California, Los Angeles* (2016) (associate head coach arranged for and provided housing and training services totaling \$2,400 for two prospects); *Coastal Carolina University* (2015) (head golf coach provided free lessons to a prospect and arranged for a private instructor to provide free lessons with knowledge that such violated NCAA legislation); *West Virginia University* (2015) (assistant women's gymnastics coach sent 150 impermissible text messages and placed on telephone call over a fourteen month period); *Michigan State University* (1999) (coaches attempted to influence statements of present and former student-athletes to institutional representatives conducting the institution's internal investigation). Kiffin did not engage in any such actions.

Kiffin's violation was unintentional, limited in scope, and deviates from his otherwise compliant practices. His violation was the product of miscommunication and distraction. This should be considered a mitigating factor. *NCAA Division I Manual Bylaw 19.9.4-(g)* ("The violations were unintentional, limited in scope and represent a deviation from otherwise compliant practices by the . . . involved individual"). Kiffin received rules education, attended the 2015 regional rules seminar at his own expense, and was prohibited from off-campus recruiting for thirty days as a consequence of his violation. Kiffin respectfully submits that he has been sufficiently punished for his honest mistake.

II. Coach Kiffin denies Allegation No. 9.

9. *[NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(b) and 13.2.1.1-(f) (2012-13, 2013-14 or 2014-15 and 2015-16)]*

It is alleged that between January 25 and 27, 2013, and between March 28, 2014, and January 31, 2016, Chris Kiffin (Kiffin), then assistant football coach, and Barney Farrar (Farrar), then assistant athletic director for high school and junior college relations for football, respectively, arranged approximately \$2,800 in impermissible recruiting inducements in the form of free merchandise from ██████████, a representative of the institution's athletic interests, for two then football prospective student-athletes and a then family member of another then football prospective student-athlete. Specifically:

a. Between January 25 and 27, 2013, Kiffin arranged for ██████████, then football prospective student-athlete ██████████'s then boyfriend, to receive approximately \$400 worth of free merchandise from ██████████ during ██████████ official paid visit. Kiffin arranged the impermissible inducements by directing ██████████ to ██████████ on this occasion with the understanding that ██████████ would receive free merchandise. [NCAA Bylaws 13.2.1, 13.2.1.1-(b) and 13.2.1.1-(f) (2012-13)]

b. On one occasion between March 28 and November 30, 2014, Farrar arranged for then football prospective student-athlete ██████████ to receive approximately \$400 worth of free merchandise from ██████████ in conjunction with an unofficial visit. Farrar arranged the impermissible inducements by directing ██████████ to ██████████ on this occasion with the understanding that ██████████ would receive free merchandise. [NCAA Bylaws 13.2.1, 13.2.1.1-(b) and 13.2.1.1-(f) (2013-14 or 2014-15)]

c. On four occasions between September 4, 2015, and January 31, 2016, Farrar arranged for then football prospective student-athlete ██████████ to receive approximately \$500 worth of free merchandise from ██████████ during recruiting visits to the institution. Farrar arranged the impermissible inducements by directing ██████████ to ██████████ on these occasions with the understanding that ██████████ would receive free merchandise. The combined monetary value of merchandise ██████████ received from ██████████ was approximately \$2,000. [NCAA Bylaws 13.2.1, 13.2.1.1-(b) and 13.2.1.1-(f) (2015-16)]

Level of Allegation No. 9:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 9 is a severe breach of conduct (Level I) because the alleged violations (1) were not isolated or limited; (2) provided, or were intended to provide, a substantial or extensive recruiting, competitive or other advantage; (3) provided, or were intended to provide, substantial or extensive impermissible benefits; (4) involved benefits provided by a representative of the institution's athletics interests intended to secure, and/or which resulted in, the enrollment of prospective student-athletes; (5) included third-party involvement in recruiting violations that institutional officials knew or should have known about; and (6) seriously undermined or threatened the integrity of the NCAA Collegiate Model. [NCAA Bylaws 19.1.1, 19.1.1-(f) and 19.1.1-(g) (2016-17)]

Involved Individuals:

The enforcement staff believes a hearing panel could enter a show-cause order pursuant to Bylaw 19.9.5.4 regarding the following individuals' involvement in Allegation No. 9: Farrar and Kiffin.

Factual Information (FI) on which the enforcement staff relies for Allegation No. 9:

The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 9. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.

Kiffin interprets subpart (a) as the only portion directed to his alleged conduct. Subparts (b) and (c) allege facts and circumstances in which he was not involved but that the enforcement staff contends substantiate the allegations within subpart (a). Kiffin will therefore address subparts (b) and (c) to illustrate the vast inconsistencies among the information offered to

support all three subparts. These inconsistencies, the information before the Committee which refutes the allegations, and the highly questionable credibility of the individuals on whom the enforcement staff relies should combine to lead the Committee to an inescapable conclusion: Allegation 9 should be rejected.

A. ██████████ claims are unsubstantiated, contradicted, and largely undermined by his personal bias.

██████████ claims “that Saturday, Chris Kiffin told us to go to ██████████ and get \$400.00 worth of stuff. He already got it arranged. And we did. ██████████ got stuff for her, her family, my boys, me, her mother. Kiffin took care of it. Then the next morning . . . ██████████ brother ██████████ and ██████████ dad and stepmom ██████████ went that Sunday, and they got stuff as well from ██████████, that morning before we left.” (FI No. 188 at 70, 07/09/2015 ██████████ transcript). ██████████ elaborated that he “got sweatpants. I got a sweatshirt. I got a - - tee-shirts. I got some Ole Miss slippers. ██████████ got shirts. I got my boys tee-shirts. And I got my little one a jacket, and – because stuff was kind of expensive. And ██████████ got her some things, some sweatpants, and she got a gray sweat suit. She got a gray sweat suit with Ole Miss, and she got a tank top, and I think she may have got some pajamas, and she got her mom two shirts. And I got me two baseball hats, and I got my friend a baseball hat.” ██████████ said he did not join the ██████████ in their shopping spree, but claimed to know it occurred because he “was there when they brung (sic) all the bags back.” *Id.* at 70-71.

There are at least six serious problems with ██████████ claims. First, ██████████ credibility is highly questionable. Prior to ██████████ participation in multiple interviews with the enforcement staff, ██████████ and ██████████ were involved in a well-publicized altercation in which ██████████ claimed to

have protected his mother from [REDACTED] physical abuse.¹ [REDACTED], who is not-so-coincidentally represented by an attorney from [REDACTED], Mississippi (the home of [REDACTED]), thereafter filed a civil suit against [REDACTED] in which he claims to have sustained an [REDACTED].² The Committee should consider these circumstances, as well as Coach Kiffin's inability to confront [REDACTED] to test the veracity of his claims during this proceeding,³ when assessing [REDACTED] truthfulness and the reliability of his claims. [REDACTED] attorney, [REDACTED], summed up [REDACTED] before the [REDACTED] with four short words: [REDACTED].⁴ Coach Kiffin developed a similar opinion of [REDACTED] motives and credibility during his recruitment of [REDACTED]. (FI. No. 199 at 91-93, 08/06/2015 Kiffin transcript). The unverified, untested, and refuted claims of someone with questionable character, an obvious axe to grind and a financial incentive for doing so are not the stuff upon which cases before this Committee should be made.

Second, [REDACTED] claims he and [REDACTED] received the following items from [REDACTED] for a total of \$400 or less: sweatpants, a sweatshirt, at least two t-shirts, slippers, t-shirts for his boys, a jacket, three baseball caps, a gray sweat suit, a tank top, pajamas, and two shirts. A quick perusal of the [REDACTED] website, [REDACTED] reveals the retail value of these sorts of items and in this quantity in May 2017 would easily exceed \$400 and would likely

¹ Attached hereto as Exhibit "1" is a transcript of the [REDACTED] hearing [REDACTED] arising from the altercation. [REDACTED], and [REDACTED] all provided sworn testimony. The [REDACTED] determined that [REDACTED] was in [REDACTED] and dismissed the [REDACTED] that [REDACTED] was seeking to maintain.

² See, [REDACTED]. A copy of the article is attached as Exhibit "2".

³ [REDACTED].

⁴ Exhibit 1 at 51:4-5.

exceed \$600. Tellingly, and despite its multiple interviews of [REDACTED] owner, [REDACTED], the enforcement staff undertook no effort during the course of its investigation to ascertain the specific identity of the items and their retail value at the time [REDACTED] claimed to have received them. The Committee should conclude the enforcement staff's failure to do so is because it recognizes the obvious – the answer does not fit [REDACTED] fictional narrative.

Third, despite the enforcement staff's apparent unfettered access to [REDACTED] it has not presented the Committee with any of the items [REDACTED] claims to have obtained from [REDACTED]. Only two-and-a-half years passed between [REDACTED] alleged receipt of the merchandise and the enforcement staff's July 2015 interview. The Committee can reasonably expect the enforcement staff asked [REDACTED] to produce the merchandise he claims to have received from [REDACTED]. The Committee can also reasonably conclude that [REDACTED] could not do so.

Fourth, the enforcement staff has not produced photographs, video, or documentary evidence to validate [REDACTED] claims. In today's social media age, the Committee can reasonably expect such evidence would exist if [REDACTED] claims were truthful. The converse is also true. The absence of such evidence should be an indication that [REDACTED] salacious claims are less than truthful.

Fifth, all of the involved individuals were interviewed. All deny receiving free merchandise from [REDACTED], to wit:

1. [REDACTED] stated that no football staff member directed her to [REDACTED] for the purpose of receiving free merchandise, she and [REDACTED] only purchased "something small," and neither she nor [REDACTED] received merchandise for free. (FI. No. 197 at 40-45, [REDACTED] 08/06/2015 transcript).
2. [REDACTED] denied Kiffin informed the family that they could obtain free merchandise at [REDACTED], [REDACTED] and the [REDACTED] went to [REDACTED] on Sunday without [REDACTED], and [REDACTED] did not pay for the item obtained for [REDACTED]. (FI. No. 208 at 15-17, [REDACTED] 08/11/2015 transcript).

3. ██████ denied that any member of the coaching staff instructed the ██████, or ██████ that they should go to ██████ and obtain free merchandise. ██████ recalls that his father purchased him a sweatshirt. (██████████ 08/11/2015 transcript at 5-6 – not included on F.I. listing).
4. ██████ departed Oxford around 11 a.m. on Sunday morning and did not obtain or purchase merchandise from ██████ during ██████ official visit. (FI. No. 63 at 25, 27, ██████████ 05/08/2013 transcript).
5. ██████ stated that ██████ did not provide free merchandise to recruits. ██████ recalled meeting ██████ while he and ██████ were in the store and recalled the details of their 4-5 minute conversation. ██████ discussed ██████ military background with ██████ and discussed real estate with ██████. ██████ unequivocally informed the enforcement staff that theft was the only manner in which ██████ or anyone else could obtain free merchandise from his store. (FI. No. 206 at 6-9, 22-26, ██████████ 08/11/2015 transcript). He confirmed this denial once again in his second voluntary interview with the enforcement staff. (FI. No. 270 at 34-35, ██████████ 11/30/2016 transcript).
6. Coach Kiffin encouraged all recruits to visit ██████ during their visits because of the sheer size of the store and the impressiveness of its vast array of Ole Miss merchandise. As Coach Kiffin explained, “you walk in, it’s just – I mean, its instant recruiting points. It’s everything – their slogan is ██████████” Coach Kiffin denied asking ██████ to provide free merchandise to anyone in the ██████ party, including ██████. (FI. No. 199 at 17-21, Chris Kiffin 08/06/2015 transcript).

Sixth, objective evidence exists to refute ██████ claim that Kiffin arranged for the ██████ party to receive free merchandise from ██████. (“[H]e already got it arranged with ██████████, the owner of ██████████, that we can get \$400.00 worth of merchandise.”) (██████████ transcript at 70). There is no record of any telephone call or other communication between Kiffin and ██████ before the ██████ official visit weekend. In fact, the only record of any communication between them is a single telephone call that occurred on Monday, January 28, 2013 at 8:50 a.m. This was the day after the official visit weekend had concluded. ██████ had no specific recollection of the call. He guessed that it may have dealt with a family member discount that ██████████ provides for coaches’ families. (08/11/2015 ██████████ transcript at 25).

B. ██████████ makes unsubstantiated claims that are inconsistent with ██████████ account.

██████████ football player, ██████████, said that during his recruitment he “went to ██████████ – a place called ██████████ and I got about – at least about \$400 worth of stuff.” (FI. No. 232 at 12, 08/10/2016 ██████████ transcript). ██████████ could not recall “how I got over there” nor could he recall the date of his visit. *Id.* at 12-13, 15-16 (“Q: But in terms of where – in terms of when you don’t remember exactly when? A: No. Q: Could you approximate at all or? A: No. Q: No? Okay. Anything more about the trip to ██████████ that sticks out, people that were there? A: No, sir.”). Nonetheless, ██████████ claimed that once he arrived at ██████████, “there was this guy and I want to say they gave me like this gift card, which I seen it but I never actually touched it. So he had it already and once I got my gear, they just, you know they handled it how they handled it.” ██████████ claimed he shopped around the store, headed to the register, and a white female at the register swiped the card “and bagged it up for me.” *Id.* at 13-14. ██████████ claimed Barney Farrar, then assistant athletic director for high school and college relations for football, instructed him to go to ██████████ and explained that a \$400 gift card would be made available for his use. *Id.* at 14. ██████████ claims to have obtained shorts, sweatpants, t-shirts, and baseball jerseys during his one-and-only visit to ██████████. *Id.* at 14-15.

As an initial matter, a pair of discrepancies between the stories offered by ██████████ and ██████████ is apparent. First, and most obviously, ██████████ does not suggest Chris Kiffin knew of or was involved with his ██████████ experience. Second, ██████████ claims a gift card was used to process his transaction. ██████████ said he was allowed to walk out the door with merchandise. ██████████ did not mention the use of a gift card. Moreover, as with ██████████, ██████████ account of his ██████████ experience is unsubstantiated and rife with factual inaccuracies.

First, ██████████ offered only vague descriptions of the items he allegedly obtained and could

not produce a single item to the enforcement staff. Fully aware of this gaping hole in [REDACTED] account, and despite possessing the name of an individual to whom [REDACTED] claims to have given some of the merchandise, the enforcement staff failed to substantiate [REDACTED] claims.

Second, the enforcement staff has not produced photographs, video, or other documentation of the merchandise. One could reasonably expect that someone who claims to have videotaped (and broadcast to the world via Snapchat) cash he received as an inducement to attend Ole Miss would have documented the many and varied clothing items he claims to have received from [REDACTED]. There is in fact no photograph or video of [REDACTED] even unintentionally capturing him wearing Ole Miss gear. Considering [REDACTED] social media history⁵ and well-known braggadocios nature,⁶ this is quite remarkable.

Third, [REDACTED] explained that his cashiers “don’t have any kind of cards. They don’t even have anything – they check in with a number.” (11/30/2016 [REDACTED] transcript at 38). The few discount cards that exist for [REDACTED] are possessed by the individual to whom it was issued and are not swiped into a register. [REDACTED] explained, “[a]ll it does if you have – all that does is tell you, on the back, it’ll say, this person’s entitled to a 10 or 20 percent [discount] – whatever I give them.” *Id.* [REDACTED] was unequivocal. “Nobody has a card that gives you free merchandise. That’s impossible. I mean, that’s – there’s nowhere – no card exists that says here’s some free merchandise. And the only way that you could do – if someone did that, they’d be

⁵ Consider [REDACTED] Twitter post of [REDACTED], [REDACTED]. The [REDACTED] Twitter post is attached hereto as Exhibit “3” and can be found at [REDACTED]

⁶ [REDACTED] transcript at 49-50 (“A: That’s what I was just about to say. He’s like – he’s kind of boisterous about a lot of things, just because like – I mean, from the moment his junior highlight tape came out, he was – they named him the number one linebacker in the country. So just like once he – once he got named as that, he committed to [REDACTED] and the story goes on. So it was just – he’s kind of like boisterous about a lot of things. Q: Fair to say a big ego? A: Yeah. Ego. That’s – and like I remember talking to like a lot of guys in my class, that was like, man, like that’s – like that’s how they knew [REDACTED], you know, just like as one of those guys where he just like talked about himself.”).

doing it on their own, and they would just not ring it up. Because once you put something in there, it's got to show a payment of some – whether charge it, credit card, you've got to have – we don't have any cards that give you any kind of credit.” *Id.* at 39. Simply put, contrary to ██████ claims, ██████ does not issue gift cards.

Fourth, other individuals have offered information that seriously calls ██████ account into question. For instance:

1. ██████ is ██████ mother. ██████ is ██████ step-father. ██████ never told his mother or step-father that Barney Farrar offered or provided him merchandise. (FI. No. 240 at 6, 10/11/2016 ██████ transcript). Moreover, ██████ and ██████ visited Ole Miss together in March 2014. *Id.* at 10. No one offered ██████ or ██████ any merchandise or anything else during their visit as an inducement for ██████ to attend Ole Miss. *Id.* at 14.
2. ██████ is ██████ cousin and maintains a close relationship with ██████. (FI. No. 246, 10/25/2016 ██████ transcript). ██████ attended one visit to Ole Miss with ██████, which was the weekend of the 2014 Ole Miss-Mississippi State football game. *Id.* at 7. He was not separated from ██████ during the visit and does not recall ██████ being offered or receiving free merchandise or anything else of value. *Id.* at 26. ██████ flatly denied ██████ visited an “Ole Miss store that specializes in selling Ole Miss clothing, knickknacks and gear” during their visit. *Id.* at 34. Moreover, ██████ could not recall ever seeing ██████ wearing “excessive” amounts of Ole Miss gear and, in fact, could not recall seeing ██████ sporting any gear beyond what he obtained at an Ole Miss football camp. *Id.*
3. ██████ is ██████ cousin and one of his best friends. (FI. No. 244 at 5, 54-55, 10/24/2016 ██████ transcript). ██████ joined ██████ in several visits to Ole Miss, including his official visit, the 2014 Ole Miss-Mississippi State game, and two or three other trips. *Id.* at 6. ██████ never visited ██████ with ██████ and has no recollection of ██████ departing Oxford with a “big bag of gear.” *Id.* at 61. Moreover, ██████ does not recall ██████ wearing Ole Miss gear except for gym shorts and a cut-off shirt he obtained at football camp. *Id.* at 62.
4. ██████ is a student-athlete at Ole Miss who was recruited in the same class as ██████. ██████ did not visit ██████ during his recruitment. Further, ██████ never suggested to ██████ that ██████ had obtained free gear from ██████. (FI No. 275 at 40-41, ██████ transcript).
5. ██████ is a ██████ football player who was recruited in the same class as ██████ and accompanied ██████ on his visit to Ole Miss in November 2014. (FI No. 266 at 9, ██████

transcript). ██████ stated that neither he nor ██████ obtained anything from ██████. *Id.* at 53.

Fifth, there is evidence to suggest ██████ was encouraged by ██████ ██████ ██████ to provide fabricated information to the enforcement staff in an effort to protect ██████ and/or ██████. ██████ ██████ is an Ole Miss football player who was interviewed by the enforcement staff on November 30, 2016. Ole Miss did not have a spring football game during the spring of 2016. ██████ explained that he and ██████ had developed a friendship during their recruitment. ██████ attended ██████ spring football game during his freshman year and spent time with ██████ following the scrimmage. ██████ and ██████ traveled together to a fraternity party after the scrimmage, and while alone in the car, ██████ brought up the subject of the NCAA investigation at Ole Miss. According to ██████, “we were just talking about the investigation that was going to be going on here And he said that ██████ called him into – like called him into his office, and he came in, and ██████ was asking him like, well, what – like basically asked him about his recruiting, and just like who – like just basically like who did what, and all this. *And he was like, what do I need to say to protect you from anything that can potentially like come [up] about you, you know, basically, so I can – basically, he wanted to be a puppet for him, saying like – saying things that he needed to say to keep them from going under and keeping him from going under, as far as just like keeping ██████ from going under.*” (FI. No. 271 at 36, 11/02/2016 ██████ transcript). Despite the explosiveness of this information – or perhaps because of it – the enforcement staff did not interview or further investigate ██████ ██████ or his encouragement of ██████. The enforcement staff instead opted to accept the unsubstantiated word of ██████ as gospel and reject out of hand any and all information that called ██████ credibility and truthfulness into question.

Sixth, ██████ admits that he solicited cash and other inducements to sign with multiple

institutions during his recruitment. If he is to be believed, the Committee must also accept that ██████ has an established history of engaging in self-serving violations of NCAA legislation. The Committee must consider that ██████ claim of receiving free merchandise from ██████ is simply a continuation of the same pattern of dishonesty and moral turpitude that led him to solicit cash payments and other inducements during his recruitment.

Simply put, ██████ has serious credibility issues, an obvious bias, a motive to lie, and may have been encouraged to do so by ██████. Moreover, his claims are factually distinguishable from those made by ██████. The Committee should reject ██████ unsubstantiated claims and should not view them as supportive of the information offered by ██████.

C. ██████ makes unsubstantiated and refuted claims that are inconsistent with ██████ account.

██████ football player, ██████, claims to have visited ██████ on four occasions. (FI. No. 225 at 17-18, 21, 02/13/2016 ██████ transcript). ██████ claims Barney Farrar – and no other coach - told him to ask for a white lady named “Emily” on each visit. *Id.* at 18-19, 29. ██████ claims he obtained approximately \$500 worth of free merchandise on each visit. *Id.* at 21. ██████ also claims that other recruits received free gear from ██████ during his official visit weekend. *Id.* at 29. According to ██████, “she was like get what you want. Then we’ll come to the counter and she’ll ring it up and we leave.” *Id.* at 20. ██████ does not know who paid for the gear. *Id.*

There are at least four separate problems with ██████ claim. First, ██████ does not claim that Coach Kiffin directed him to ██████ or had any involvement with his visit. Thus, the enforcement staff cannot rightly claim the information offered by ██████ substantiates that Kiffin had a pattern or practice of sending recruits to ██████ to obtain free gear. Similarly, the enforcement staff cannot rightly claim that ██████ offered information that substantiates Kiffin

knew Farrar or anyone else had sent or could send recruits to ██████████ to obtain free gear. On its face, ██████████ account relates solely to his alleged dealings with Farrar.

Second, as with ██████████, ██████████ has not presented proof to corroborate his claim. The enforcement staff has not obtained, and there is no evidence to suggest it even sought to obtain, any of the gear ██████████ allegedly received. Similarly, the enforcement staff has not obtained nor is there evidence that it even sought to uncover photographs, videos, or documents to substantiate the claim. One would reasonably think that ██████████ would still possess some item among the thousands of dollars of merchandise and would want to produce it to bolster his believability.

Third, no other recruit from the official visit weekend has substantiated ██████████ claim that several recruits received free merchandise during his official visit weekend. ██████████ is ██████████ teammate, was among the official visit recruits, and was among Ole Miss' top recruiting targets. ██████████ denied Farrar offered him gear to sign with Ole Miss and denied obtaining free merchandise from ██████████. (FI No. 224 at 16, 19, 02/12/2016 ██████████ transcript). Moreover, ██████████ could not recall hearing of any other recruit obtaining free gear or other inducements to sign with Ole Miss. *Id.* at 20. ██████████ purchased a jacket and jogging pants at ██████████ for nearly \$80. *Id.* at 19. One would reasonably think ██████████ would have been offered free ██████████ merchandise as an inducement, or at least would have heard of such a practice, if such a practice actually existed. While ██████████ may have been an Ole Miss recruit, it is no secret that he was not nearly as highly-rated and important to Ole Miss's recruiting class as was ██████████.

Fourth, and perhaps most importantly, ██████████ informed the enforcement staff that ██████████ does not employ and never has employed anyone named Emily. (FI No. 270 at 4, 11/30/2016 ██████████ transcript). This direct contradiction undermines ██████████ entire story, and

when combined with the litany of other issues, renders it unbelievable.

In sum, the issues of credibility, factual contradictions, and overwhelming evidence of bias and motive to lie are too great for the enforcement staff to overcome. The Committee should reject Allegation 9-a.

III. Coach Kiffin admits Allegation No. 10.

10. *[NCAA Division I Manual Bylaw 16.11.2.1 (2012-13)]*

It is alleged that in the summer of 2013, Chris Kiffin, then assistant football coach, provided impermissible extra benefits in the form of two nights' free lodging at his residence to then football student-athlete [REDACTED]. The monetary value of the extra benefit was approximately \$33.

Level of Allegation No. 10:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 10 is a breach of conduct (Level III) because the alleged violations (1) provided, or were intended to provide, no more than a minimal recruiting, competitive or other advantage; (2) provided, or were intended to provide, no more than minimal impermissible benefits; and (3) were isolated or limited. [NCAA Bylaw 19.1.3, 19.1.3-(a) and 19.1.3-(b) (2016-17)]

Involved Individual(s):

The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.8-(i) regarding Kiffin's involvement in Allegation No. 10.

Factual Information (FI) on which the enforcement staff relies for Allegation No. 10:

The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 10. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.

Kiffin agrees the factual information contained in allegation No. 10 is substantially correct and the violation is appropriately characterized as Level III.

IV. Coach Kiffin admits Allegation No. 13.

13. [NCAA Division I Manual Bylaw 13.1.1.1 (2013-14)]

It is alleged that on May 8, 2014, Chris Kiffin (Kiffin), then assistant football coach, made an impermissible in-person, off-campus recruiting contact with then football prospective student-athletes [REDACTED] and [REDACTED] at [REDACTED] in [REDACTED]. Specifically, Kiffin had a 10-minute in-person recruiting contact with [REDACTED] and [REDACTED], then high school [REDACTED], at [REDACTED].

Level of Allegation No. 13:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 13 is a breach of conduct (Level III) because the alleged violations (1) were isolated or limited and (2) provided no more than a minimal recruiting, competitive or other advantage. [NCAA Bylaw 19.1.3, 19.1.3-(a) and 19.1.3-(b) (2016-17)]

Involved Individual(s):

The enforcement staff believes a hearing panel could enter a show-cause order pursuant to NCAA Bylaw 19.9.8-(i) regarding Kiffin's involvement in Allegation No. 13.

Factual Information (FI) on which the enforcement staff relies for Allegation No. 13:

The attached exhibit details the factual information on which the enforcement staff relies for Allegation No. 13. The enforcement staff incorporates the factual information referenced throughout this document, its exhibit and all other documents posted on the secure website.

Kiffin agrees the factual information contained in allegation No. 13 is substantially correct and the violation is classified appropriately as Level III. While the contact was unplanned and isolated, Kiffin should have removed himself from the situation earlier than he did.

Kiffin has been reprimanded for his violation. His punishment included a thirty day prohibition from off-campus recruiting, a thirty day prohibition from contacting [REDACTED] and [REDACTED], and he was limited to one off-campus contact with [REDACTED] and [REDACTED]. Neither prospective student-athlete signed a scholarship with or enrolled at Ole Miss.

CONCLUSION

Kiffin agrees with allegations 10 and 13. He largely agrees with the factual information supporting allegation 8, but contends the violation is mischaracterized as Level II. The violation is more appropriately characterized as Level III. Kiffin vehemently contests allegation 9. The Committee should reject allegation 9 in its entirety. Kiffin accepts responsibility for his violations and respectfully submits he has been sufficiently disciplined.

By:



William M. Quin II