



CONFIDENTIAL/VIA ELECTRONIC MAIL

February 19, 2013

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President James R. Ramsey
University of Louisville
Grawemeyer Hall
Louisville, Kentucky 40292

Dear President Ramsey:

The purpose of this letter is to advise you that the NCAA enforcement staff has been reviewing information concerning possible violations of NCAA legislation in the football program at University of Miami (Florida). Clint Hurtt, associate head football coach at the University of Louisville, was formerly employed as an assistant football coach at Miami (Florida). He was interviewed by the enforcement staff concerning his knowledge of possible violations of NCAA legislation during his employment at Miami (Florida). This interview was conducted in the presence of representatives from Miami (Florida).

As a result of the enforcement staff's review of available information, a notice of allegations, which includes specific allegations in the sport of football, has been forwarded to Donna Shalala, president of Miami (Florida). Mr. Hurtt has been named in Allegation Nos. 3-b, 5-d and 9, as well Finding Nos. 15-a-(1) and 15-b-(2) of the unprocessed June 17, 2011, summary disposition report. Enclosed is a copy of the letter and enclosure to Mr. Hurtt informing him of the allegations in which he is named and referencing the appropriate NCAA legislation. The circumstances relating to Mr. Hurtt's alleged conduct detailed in Allegation Nos. 5-d and 9 could impact allegations brought against another individual named in the notice of allegations. As a result, Mr. Hurtt was sent a copy of these allegations in addition to those identified above to assist in the preparation of his response, but those additional allegations will not be provided to Louisville due to confidentiality limitations.

This letter is to inform you of Mr. Hurtt's alleged involvement in violations during his employment at Miami (Florida). Although there is no institutional responsibility on the part of Louisville for possible violations involving Mr. Hurtt, please be advised that action could be taken that would limit Mr. Hurtt's athletically related duties at Louisville for a designated period if he is found in violation by the NCAA Division I Committee on Infractions or the NCAA Division I Infractions Appeals Committee. In this regard, please review the provisions of NCAA Bylaws 18.4.2.1.1.2, 19.01.4 and 19.5.2.2-(1).

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Representatives of Louisville will be provided an opportunity to attend the Committee on Infractions hearing when this case is considered during an upcoming meeting. You will be notified of the actual time, date and location well in advance of this meeting. Please contact Stephanie Hannah, NCAA director of enforcement, of this office (who is supervising the handling of this case) if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Rachel Newman Baker". The signature is written in a cursive style and is positioned above a horizontal line.

Rachel Newman-Baker
Managing Director of Enforcement

RNB:smc

Enclosures

cc: Mr. Michael L. Aresco
Mr. Thomas M. Jurich
President Donna Shalala
Ms. Jody Sykes
NCAA Division I Committee on Infractions
Selected NCAA Staff Members

NOTICE OF ALLEGATIONS

to

Clint Hurtt

Football Allegations

3. [NCAA Bylaws 11.3.1 and 11.3.2.2]

It is alleged that between August 2006 and April 2009, Nevin Shapiro (Shapiro), a representative of the institution's athletics interests, provided impermissible supplemental compensation to [REDACTED], then volunteer recruiting assistant with the football staff, and Clint Hurtt (Hurtt), then assistant football coach. The approximate total value of the impermissible benefits provided by Shapiro was at least \$7,025. Specifically:

- b. In April 2009, Shapiro provided Hurtt an interest-free loan in the amount of \$2,500. Hurtt repaid Shapiro July 31, 2009.

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5. [NCAA Bylaws 12.3.1.2, 13.01.2, 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1-(e), 13.2.1.1-(f), 13.2.1.1-(g), 13.2.1.1-(h), 13.5.1, 13.5.3, 13.7.2.1, 13.7.2.1.2, 13.7.2.1.3, 16.11.2.1 and 16.11.2.3]

From November 2006 to 2009, with the knowledge of [REDACTED] and Clint Hurtt (Hurtt), then members of institution's football coaching staff; and two assistant football coaches [REDACTED], Nevin Shapiro (Shapiro), a representative of the institution's athletics interests, assisted the institution in the recruitment of seven then football prospective student-athletes. Additionally, with the knowledge of [REDACTED] and Hurtt, Shapiro and a representative of the institution's athletics interests, who, was also, at times, a volunteer and a part-time employee of the athletics department (booster), had impermissible contact with and provided impermissible benefits to four then football prospective student-athletes and eight then football student-athletes. Finally, [REDACTED], Hurtt and assistant [REDACTED] provided impermissible benefits directly to five then football prospective student-athletes and three members of a football prospective student-athlete's family. The approximate total value of benefits provided was at least \$3,315. Specifically:

- d. On several occasions between 2008 and 2009, [REDACTED] and Hurtt provided impermissible transportation, meals and lodging to then football prospective student-athletes. Additionally, during this time, Shapiro and the booster had impermissible contact with and provided impermissible benefits to the football prospective student-athletes and then football student-athletes. The approximate total value of benefits provided was at least \$2,945. Specifically:
- (1) During an unofficial visit, Hurtt allowed then football prospective student-athletes [REDACTED], [REDACTED] ([REDACTED], [REDACTED], [REDACTED]) and [REDACTED], [REDACTED] ([REDACTED] to stay at his residence for at least two nights and provided them with at least two meals, all at no cost. Hurtt also provided the football prospective student-athletes with local transportation. The approximate total value of the benefits provided was at least \$555. [NCAA Bylaws 13.2.1, 13.2.1.1-(f), 13.2.1.1-(h), 13.5.1, 13.5.3 and 13.7.2.1.2]
 - (2) During an unofficial visit, [REDACTED] allowed [REDACTED], [REDACTED] and [REDACTED] to stay at his residence for at least two nights and provided them with at least two meals, all at no cost. [REDACTED] also provided the football prospective student-athletes with local transportation. The approximate total value of the benefits provided was at least \$555. [NCAA Bylaws 13.2.1, 13.2.1.1-(f), 13.2.1.1-(h), 13.5.1, 13.5.3 and 13.7.2.1.2]

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- (3) During an unofficial visit, █████ provided █████ █████ and █████ with impermissible transportation of at least 120 miles when he met the then football prospective student-athletes approximately halfway between Miami and Orlando, Florida, and drove them to Miami. The approximate total value of benefits provided was at least \$411. [NCAA Bylaws 13.01.2, 13.2.1, 13.2.1.1-(g), 13.5.1 and 13.5.3]
- (4) During an unofficial visit, Hurtt transported █████ █████ █████ and then football student-athlete █████ █████ (█████), from Hurtt's home to Shapiro's residence. █████ provided roundtrip transportation for then football prospective student-athlete █████ █████ (█████) to Shapiro's home. At Shapiro's home, the football prospective student-athletes interacted with Shapiro, █████, Hurtt, the booster and multiple then football student-athletes, including █████ and █████ █████ (█████). While visiting Shapiro's home, Shapiro provided █████, █████ and █████ a ride in his Mercedes around his neighborhood. The then football prospective student-athletes and then current football student-athletes also played pool, and Shapiro offered a cash prize to the winning team. The approximate total value of benefits provided was at least \$225. [NCAA Bylaws 13.01.2, 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1-(f), 13.2.1.1-(g), 13.5.1, 13.5.3, 16.11.2.1 and 16.11.2.3]
- (5) During an unofficial visit, █████ █████ and █████ went to Lucky Strike, a local bowling alley, with Shapiro, the booster and then football student-athletes █████ █████ █████ █████ █████ █████ █████ █████, █████ █████, █████ █████ and █████ █████. Shapiro paid for the bowling, beverages and meals. Additionally, the group separated into teams, and Shapiro provided a cash reward of at least \$250 to the winning team. Finally, Shapiro provided █████ with a jersey of █████ █████, a former Miami football student-athlete who played the same position as █████. █████ subsequently returned the jersey to Shapiro. The approximate total value of benefits provided was at least \$670. [NCAA Bylaws 13.01.2., 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1-(e), 13.2.1.1-(f), 13.2.1.1-(g), 13.5.1, 13.5.3, 13.7.2.1, 13.7.2.1.2 and 16.11.2.1.]
- (6) During an unofficial visit, then football prospective student-athletes █████, █████ █████ and █████ and then football student-athletes █████ █████ █████ and █████; Hurtt; and █████ ate a meal at Grazie Italian Cuisine, a local restaurant. Hurtt and █████ provided transportation to the restaurant for █████ █████, █████ █████ and █████ and Hurtt arranged in advance for Shapiro to pay for the meal. The approximate total value of benefits provided was at least \$529. [NCAA

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Bylaws 13.2.1, 13.2.1.1-(f), 13.5.1, 13.5.3, 13.7.2.1.2, 16.11.2.1 and
16.11.2.3]

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9. [NCAA Bylaws 10.1-(c) and 10.1-(d)]

It is alleged that Clint Hurtt (Hurtt), former assistant football coach, violated the principles of ethical conduct when he failed to deport himself in accordance with generally recognized high standards of honesty and sportsmanship normally associated with the conduct and administration of intercollegiate athletics in that he knowingly (a) provided improper inducements to three then football prospective student-athletes and arranged for the provision of improper inducements and benefits from Nevin Shapiro (Shapiro), a representative of the institution's athletics interests, to four then football prospective student-athletes and three then football student-athletes and (b) provided false and misleading information to the NCAA enforcement staff. Specifically:

- a. As detailed in Allegation No. 5-(d), between 2008 and the fall of 2009, Hurtt knowingly provided impermissible inducements in the form of meals, transportation and lodging to three then football prospective student-athletes. Further, Hurtt knowingly provided impermissible inducements and benefits when he arranged for Shapiro to pay for the meals of four then football prospective student-athletes and three then football student-athletes. [NCAA Bylaw 10.1-(c)]
- b. During his November 3, 2011, interview with the enforcement staff, institution and his current employer, Hurtt provided false and misleading information when he denied providing meals, transportation and some of the lodging to four then football prospective student-athletes, as detailed in Allegation No. 5-(d). Additionally, Hurtt denied arranging for Shapiro to pay for the meals of four then football prospective student-athletes and three then football student-athletes, as well as attending the meal, as detailed in Allegation No. 5-(d). Hurtt's statements were in direct contradiction to information provided by the then football prospective student-athletes and some of the then football student-athletes involved. [NCAA Bylaw 10.1-(d)]

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Unprocessed June 17, 2011, Summary Disposition Report Major Finding.

15. [NCAA Bylaws 11.7.1.2 (2008-09 NCAA Division I Manual); 13.1.3.1.1 (2006-07, 2007-08 and 2009-10 NCAA Division I Manuals); and 13.4.1.2 (2007-08 and 2009-10 NCAA Division I Manuals). (NOTE: Bylaws cited with no designation of Manual year refer to the 2010-11 NCAA Division I Manual.)]

It is agreed that from May 28, 2007, through February 19, 2010, members of the football coaching staff violated provisions of the NCAA recruiting communication legislation by sending 120 impermissible text-messages and/or placing 24 impermissible telephone calls to prospective student-athletes. Specifically:

- a. Beginning September 7, 2007, through February 19, 2010, members of the football coaching staff sent a total of 120 impermissible text messages to 34 prospective student-athletes.
 - (1) Between September 20, 2007, and January 24, 2009, Clint Hurtt (Hurtt), then assistant football coach, sent 41 impermissible text messages to 15 prospective student-athletes.
- b. Beginning May 28, 2007, through January 11, 2010, members of the football coaching staff placed 24 impermissible telephone calls to 17 prospective student-athletes.
 - (2) On September 15, 2007, Hurtt made one impermissible telephone call to [REDACTED] prospective student-athlete, after the one permissible call was made September 11. Additionally, on October 27, Hurtt made one impermissible call to [REDACTED], prospective student-athlete, after the one permissible call was made October 26.