

NEGOTIATED RESOLUTION¹

University of Alabama – Case No. 020262

February 1, 2024

I. CASE SYNOPSIS

The University of Alabama (Alabama) and NCAA enforcement staff agree with the violations and penalties detailed below. The parties also agree that this case should be resolved as Level I – Mitigated for the institution. Then head baseball coach, Brad Bohannon (Bohannon), is a nonparticipating party. The enforcement staff believes this case should be resolved as Level I – Aggravated for Bohannon.

Commencement of the Investigation.

On May 1, 2023, U.S. Integrity, a sports wagering monitoring company, issued an alert recommending that sports gambling operators take extreme caution when offering Alabama baseball markets due to betting irregularities related to an Alabama baseball game. After media reporting on the alert indicated possible betting integrity issues related to the Alabama baseball team, the enforcement staff held a call with the Ohio Casino Control Commission (OCCC) to seek general information regarding the issues reported in the media. During the call, the OCCC staff outlined a series of concerns, including the possibility that Bohannon had provided insider information about a competition to a bettor.

On May 3, 2023, the institution contacted the enforcement staff to report that it was investigating this allegation in coordination with law enforcement. That same day, it relayed its discovery of the possible violation and Bohannon's involvement. The institution shared that it began conducting interviews with relevant individuals and document preservation by imaging relevant mobile devices. The institution also indicated that it had begun the process of terminating the employment of Bohannon.

Provision of Inside Information for Sports Wagering Purposes.

On April 28, 2023, prior to Alabama's baseball game against Louisiana State University (LSU), Bohannon sent several electronic messages via the Signal encrypted messaging application to a bettor that Bohannon knew was involved in sports wagering activities. The electronic messages indicated that an Alabama baseball student-athlete (student-athlete 1), the scheduled starting pitcher for that evening's contest against LSU, would not start the contest due to an injury. Bohannon provided this information to the bettor before reporting the starting lineup (with student-athlete 1 replaced as the starting pitcher) to the LSU coaching staff. Specifically, Bohannon texted the bettor: "HAMMER ... [Student-athlete 1] is out for sure ... Lemme know when I can tell LSU... Hurry."

¹ ¹In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-7-1-2. These modifications did not affect the substance of the agreement.

Shortly after receiving the electronic messages from Bohannon, the bettor attempted to place a \$100,000 wager on the LSU baseball team at the BetMGM sportsbook at the Great American Ballpark in Cincinnati but the sportsbook staff limited the bettor to a \$15,000 wager. The bettor then attempted to place additional wagers involving the April 28 Alabama vs. LSU baseball game, but the sportsbook staff declined the wagers due to suspicious activity. This suspicious activity included the bettor's insistent demeanor to get the bet placed and statements to sportsbook staff that the bet was "for sure going to win" and "if only you guys knew what I knew." The suspicious activity also included the bettor showing sportsbook staff messages from Bohannon and explaining that the messages were Bohannon informing bettor that Alabama was scratching its starting pitcher before the game and before Bohannon alerted LSU.

II. PARTIES' AGREEMENTS

A. Agreed-upon findings of fact, violations of NCAA legislation and violation levels.

1. [NCAA Division I Manual Bylaws 10.01.1 and 10.3 (2022-23)] (Level I)

The institution and enforcement staff agree that on April 28, 2023, Bohannon violated the principles of NCAA honesty and sportsmanship when he provided information to an individual involved in sports wagering activities concerning intercollegiate competition.² Specifically, on April 28, 2023, prior to the institution's baseball game against LSU, Bohannon sent several electronic messages via the Signal encrypted messaging application to an individual known by Bohannon to be involved in frequent sports wagering activities. Bohannon's messages indicated that student-athlete 1, the scheduled starting pitcher for that evening's game, would not start the contest due to an injury. Bohannon provided the bettor this information before reporting the starting lineup (with student-athlete 1 replaced as the starting pitcher) to the LSU coaching staff. Shortly thereafter, the bettor attempted to place a \$100,000 wager on the LSU baseball team at the BetMGM sportsbook at the Great American Ballpark in Cincinnati but the sportsbook staff limited bettor to a \$15,000 wager. The bettor attempted to place additional wagers involving the April 28 Alabama vs. LSU baseball game, but the sportsbook staff declined the wagers due to suspicious activity.

2. [NCAA Division I Manual Bylaw 11.1.1.1 (2022-23)] (Level 1)

The institution and enforcement staff agree that on April 28, 2023, Bohannon is responsible for the violations detailed in Agreed-Upon Findings of Fact No. 1.

² Pursuant to Bylaw 19.10.2.1, the enforcement staff shall include the violations and penalties related to any party not participating in the case.

B. Post-separation findings of fact, violations of NCAA legislation and violation levels.³

1. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(d), 19.2.1-(e), 19.2.1-(f), 19.2.2, 19.2.2-(a) and 19.2.2-(b) (2022-23 and 2023-24)] (Level I)

Beginning June 16, 2023, after his employment with Alabama had ended, and continuing to the present, Bohannon failed to cooperate with the enforcement staff when he refused to (a) participate in an interview with the enforcement staff, (b) make a full and complete disclosure of relevant information and (c) provide access to all electronic devices.

C. Agreed-upon aggravating and mitigating factors.

Pursuant to Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level I – Mitigated for the institution. In reaching a mitigated classification, the institution and enforcement staff agreed that significant weight should be given to the mitigated factors in Bylaws 19.12.4.1-(b) and 19.12.4.1-(g), because the institution accepted responsibility for the violations and expended substantial resources to work proactively and quickly with the enforcement staff to identify the scope of the violations.

As it pertains to Bohannon, the enforcement staff believes this case should be properly resolved as Level I – Aggravated.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or multiple Level II violations for which this institution is responsible [Bylaw 19.12.3.1-(a)].
 - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.1-(e)].
 - c. Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority [Bylaw 19.12.3.1-(i)].

³ The post-separation violations occurred while Bohannon was not employed at the institution and do not attach to the institution.

2. Mitigating factors (Bylaw 19.12.4.1).
 - a. Prompt self-disclosure of the violations [Bylaw 19.12.4.1-(a)].
 - b. Prompt acknowledgement and acceptance of responsibility for the violations [Bylaw 19.12.4.1-(b)].
 - c. Institution self-imposed meaningful corrective measures and/or penalties [Bylaw 19.12.4.1-(c)].
 - d. Institution took affirmative steps to expedite final resolution of the matter [Bylaw 19.12.4.1-(d)].
 - e. An established history of self-reporting Level III or secondary violations, i.e., at minimum, five violations per year for the previous five years [Bylaw 19.12.4.1-(e)].⁴
 - f. Exemplary cooperation [Bylaw 19.12.4.1-(g)].

Involved Individual (Bohannon):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or multiple Level II violations [Bylaw 19.12.3.2-(a)].
 - b. Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance resolution of the matter, including steps that hinder or thwart the institution and/or enforcement staff's investigation [Bylaw 19.12.3.2-(b)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
 - d. Intentional, willful or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].
2. Mitigating factor (Bylaw 19.12.4.2).
 - The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

⁴ The institution reported 49 violations over the past five years, an average of approximately nine each year.

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

On November 20, 2020, the NCAA Division I Committee on Infractions issued a decision for a summary disposition between the institution and enforcement staff. The Level I case involved a former associate director of athletics' unethical conduct of receiving money in exchange for facilitating a 2017 meeting between the father of a student-athlete, a financial advisor and the advisor's representative. Therefore, the mitigating factor "absence of prior conclusions of Level I, Level II or major violations committed by the institution within the past 10 years" [Bylaw 19.12.4.1-(h)] does not apply, and the institution is considered a repeat violator pursuant to Bylaw 19.12.5. However, the enforcement staff does not believe that the facts of the instant case warrant a departure upward from the core penalties in Figure 19-1, because this case involves distinct behavior in a different sport program with very little institutional culpability, no student-athlete involvement and was materially aided by the institution's prompt investigation, disclosure of the violations and its exemplary cooperation.

V. PARTIES' AGREED-UPON PENALTIES⁵

All penalties agreed upon in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties.

Pursuant to Bylaw 19.10.3-(e), the parties agree to the following penalties:

Core Penalties for Level I – Mitigated Violations (Bylaw 19.12.6)⁶

1. Probation: Three years of probation from **February 1, 2024, through January 31, 2027.**
2. Financial penalty: The institution shall pay a fine of \$5,000.

⁵ All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

⁶ The institution and enforcement staff agree that the facts of this case do not warrant a postseason ban or scholarship reductions, which are within the range identified by the Figure 19-1 penalty guidelines.

Core Penalties for Level I – Aggravated Violations (Bylaw 19.12.6)⁷

3. Show-cause order: Bohannon violated the principles of NCAA honesty and sportsmanship when he provided information to an individual involved in sports wagering activities concerning intercollegiate competition. Additionally, Bohannon violated head coach responsibility legislation when he provided information to an individual involved in sports wagering activities. Finally, Bohannon (while no longer with the institution) failed to meet his responsibility to cooperate with the enforcement staff when he refused to (a) participate in an interview with the enforcement staff, (b) make a full and complete disclosure of relevant information and (c) provide access to all electronic devices. Therefore, Bohannon shall be subject to a 15-year show-cause order from **February 1, 2024, through January 31, 2039**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Bohannon from all athletically related activity during the show-cause period. If Bohannon becomes employed by a member institution in an athletically related position during the 15-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.
4. Head coach restriction: Bohannon violated head coach responsibility legislation when he provided information to an individual involved in sports wagering activities. Bylaw 19.12.6.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, if Bohannon becomes employed in an athletically related position at a member institution during the 15-year show-cause period, the employing institution shall suspend him from 100% of baseball regular season contests during the first five seasons of his employment. This percentage corresponds with the first 56 regular season contests for each of the first five seasons of his employment. The suspension shall run concurrently with the show-cause order.

Additional Penalties for Level I – Mitigated Violations (Bylaw 19.12.8)

5. Public reprimand and censure through the release of the negotiated resolution agreement.

⁷ Consistent with NCAA Bylaw 19.10.5, the panel considered the appropriateness of the agreed-upon and uncontested penalties. With respect to Bohannon, the panel observed that his conduct was abhorrent and egregious. Based on the uncontested conduct, the panel observed that a lifetime ban would not have been inappropriate in this case. However, the range for show-cause orders for Level I-Aggravated violations is vast (three years to lifetime) and the enforcement staff's proposal of a 15-year show-cause order with five consecutive seasons of 100 percent suspensions was not manifestly unreasonable. The COI will consider lifetime bans for similar conduct in the future.

NEGOTIATED RESOLUTION

Case No. 020262

February 1, 2024

Page No. 7

6. The institution shall retain EPIC Global Solutions to provide a comprehensive gambling harm and student-athlete protection educational program for its student-athletes, coaches and athletics administrators.
7. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation.
 - b. Submit a preliminary report to the office of the Committees on Infractions by March 15, 2024, setting forth a schedule for establishing this compliance and educational program.
 - c. File with the office of the Committees on Infractions annual compliance reports indicating the progress made with this program by December 15th during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to sports wagering activities.
 - d. Inform prospects in the baseball program in writing that the institution is on probation for three years and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs a National Letter of Intent.
 - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main webpage "landing page" and in the media guides for the baseball program. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
8. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

VI. PARTIES TO THE CASE

A. In agreement with the negotiated resolution (the parties).

Alabama.

B. Not in agreement with the negotiated resolution.

None.

C. Not participating in the case.

Bohannon

VII. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.2, the violations identified in this agreement occurred and should be classified as Level I – Mitigated for the institution and Level I – Aggravated for Bohannon.

If a hearing panel approves the negotiated resolution, the institution agrees that it will take every precaution to ensure that the terms of the penalties are observed. The institution acknowledges that it has or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.6, 19.12.7, 19.12.8 and 19.12.9. The office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by the institution contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

The parties acknowledge that this negotiated resolution may be voidable by the Committee on Infractions if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based.

NEGOTIATED RESOLUTION

Case No. 020262

February 1, 2024

Page No. 9

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the hearing panel will issue instructions for processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should a hearing panel approve the negotiated resolution, the parties agree that they waive NCAA hearing and appellate opportunities.

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level I – Mitigated for Alabama and Level I – Aggravated for Bohannon. The agreed-upon penalties align with the ranges identified for core penalties for Level I – Mitigated and Level I – Aggravated cases in Figure 19-1 and Bylaw 19.12.6 and the additional penalties available under Bylaw 19.12.8. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises Alabama and Bohannon that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution and/or Bohannon contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Jeremy Jordan

Stephen Madva

Vince Nicastro, chief hearing officer

NEGOTIATED RESOLUTION

APPENDIX

Case No. 020262

February 1, 2024

APPENDIX

UNIVERSITY OF ALABAMA'S CORRECTIVE ACTIONS

1. On May 4, 2023, the institution commenced the termination process when Bohannon stopped cooperating with Alabama's investigation. Rather than face the termination process, Bohannon submitted his letter of resignation May 17, 2023.
2. Alabama provided additional training on gambling prepared by U.S. Integrity to all student-athletes and athletics department staff members at beginning of the year meetings in August 2023.
3. Alabama engaged ProhiBET, which provides secure and transparent methods to ensure that student-athletes, coaches and administrators remain compliant with sports wagering rules and regulations, through ProhiBET's partnership with the SEC.