

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-20184

In the Matter of

MUNISH SOOD,

Respondent.

**DIVISION OF ENFORCEMENT'S MOTION FOR SUMMARY DISPOSITION
AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**

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Rules

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Pursuant to Rule 250 of the Commission’s Rules of Practice, the Division of Enforcement (“Division”) moves for summary disposition against Respondent Munish Sood (“Sood”) and for an order barring Sood from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization; and barring Sood from participating in any offering of a penny stock, including: acting as a promoter, finder, consultant, agent or other person who engages in activities with a broker, dealer or issuer for purposes of the issuance or trading in any penny stock, or inducing or attempting to induce the purchase or sale of any penny stock, based on Sood’s conviction in *United States v. Munish Sood*, No. 1:18-cr-00620-KMW (S.D.N.Y.) (“Criminal Action”).

I. INTRODUCTION

This is a follow-on administrative proceeding instituted pursuant to Section 203(f) of the Investment Advisers Act of 1940 (“Advisers Act”) and Section 15(b) of the Securities Exchange Act of 1934 (“Exchange Act”) seeking industry and penny stock bars against Sood based on his conviction in the Criminal Action. Sood pleaded guilty to and was convicted of multiple felonies for bribing NCAA men’s college basketball coaches and others to persuade student athletes to retain his services as an investment adviser. The only question before the Commission is whether it is in the public interest to bar Sood from the securities industry. The application of the *Steadman* factors to Sood’s egregious conduct -- conduct that involved multiple bribes and imperiled the scholarships of student-athletes for his own personal gain -- shows a bar is in the public interest and that Sood is unfit to remain in the industry.

II. STATEMENT OF UNDISPUTED FACTS

A. Respondent.

1. Sood, age 48 (CRD# 2805974), has worked in the securities industry for many

years. From approximately 1996 to 2019, Sood was associated with several Commission-registered investment advisers. *See Answer at ¶ 1; CRD Report (Ex. 1).*¹ From approximately 1996 to September 2017, Sood was also associated with several Commission-registered broker-dealers. *See Answer at ¶ 1; CRD Report.*

B. The Criminal Conviction.

2. The United States, acting through the United States Attorney for the Southern District of New York (“U.S. Atty.”), charged ten individuals across three cases, including an athletic-company executive, four NCAA Division I college basketball coaches, an aspiring sports agent, and Sood for fraud and corruption schemes relating to men’s college basketball. *See USA Sentencing Letter at 2 (Ex. 2).*²

3. In an effort to obtain future professional basketball players as advisory clients, Sood participated in two separate schemes. *Id.* In the first scheme, Sood and his co-conspirators paid bribes to men’s college basketball coaches in exchange for the coaches agreeing to exert their influence over the student-athletes they coached to, among other things, retain Sood’s services as their investment advisor once the student-athletes turned professional. *Id.*

4. In the second scheme, Sood and the other co-conspirators engaged in a scheme to funnel illicit payments from the athletic-company executive to the families of amateur student-athletes bound for NCAA Division I schools sponsored by the company. *Id.* The payments were

¹ Exhibits referenced herein are attached to the Declaration of Keefe M. Bernstein (“Bernstein Decl.”) submitted herewith. The Division requests that the Commission take official notice of the CRD records pursuant to Rule 323. *See Application of Eric David Wagner*, Rel. No. 34-79008, 2016 WL 5571629, at *2 n.11 (Sept. 30, 2016) (taking official notice of information filed in the CRD); *Aliza A. Manzella*, Exchange Act Rel. No. 77804, 2016 WL 489353, at *1 n.3 (Feb. 8, 2016) (same).

² Sood has stipulated to the authenticity and admissibility of the Sentencing Letter, Information, Plea Agreement, Plea Transcript, and Judgment in the Criminal Action discussed in this section (Exs. 2,3,4,6 and 7). Joint PH Conf. St. at ¶ 4. The Division also requests that the Commission take official notice of the docket and orders in the Criminal Action. *See Rosalind Herman*, Initial Dec. Rel. No. 1371, 2019 WL 1529572, at *2 n.16 (Apr. 5, 2019) (taking official notice of criminal case docket and orders issued in criminal case).

intentionally concealed from the universities because, as Sood and the other defendants knew, the universities could not and would not issue athletic scholarships to student-athletes whose families had received illicit payments. *Id.*

5. On August 27, 2018, the U.S. Atty. filed an Information against Sood charging him with three felony counts: (1) Conspiracy to Commit Bribery, Honest Services Fraud, and Travel Act Offenses (18 U.S.C. § 371); (2) Payments of Bribes to an Agent of a Federally Funded Organization (18 U.S.C. § 666(a)(2)); and (3) Conspiracy to Commit Wire Fraud (18 U.S.C. § 1349). *See* Information (Ex. 3). The Information charges that Sood payed bribes to multiple NCAA Division I college basketball coaches, and in exchange, the coaches agreed to and did exercise their influence to persuade and pressure student-athletes to retain Sood’s services. *Id.* at ¶¶ 2-9.

6. Also on August 27, 2018, Sood pleaded guilty to the three-count Information. *See* Plea Agrmt. (Ex. 4); Order Accepting Plea (Ex. 5); Plea Hearing Tr. at 24:23-25:6 (Ex. 6); Answer at ¶ 2. On September 12, 2019, the District Court entered judgment against Sood in the Criminal Action and ordered him to pay a fine of \$25,000. *See* Judgment in a Criminal Case (Ex. 7); Answer at ¶ 1. On November 1, 2019, the Court ordered Sood to pay, jointly and severally, restitution of \$28,261 to an NCAA Division I university that was a victim of the Wire Fraud Conspiracy. *See* Order of Restitution (Ex. 8); Answer at ¶ 1.

7. At his plea hearing, Sood testified that from “2016 to September 2017, he agreed with others to make payments to coaches at NCAA member universities and to families of then current and prospective NCAA student-athletes in exchange for the current and prospective student athletes retaining him as a financial adviser.” Plea Hearing Tr. at 25:11-16. To illustrate, “on one occasion I made a . . . two thousand dollars payment by check to a coach at the NCAA member

university in exchange for the coach's recommending that players hire me as a financial adviser." *Id.* at 25:16-24. Sood testified that he knew what he was doing was wrong at the time, and he believed it was prohibited by the NCAA and "could make the players ineligible." *Id.* at 26:1-15.

8. At the trials of his co-conspirators, Sood further testified that, among other acts, he: (a) made numerous, multi-thousand dollar payments on multiple occasions to or for the coaches, family members, and/or handlers of multiple student-athletes with strong professional basketball prospects in an attempt to secure them as advisory clients once they became professionals; and (b) on one occasion handed \$19,400 in cash to the father of a student-athlete in a parking lot that had been promised to ensure his son would attend a specific NCAA Division I college. *See Gatto Tr.* (Ex. 9) at 209:20-210:12; 216:12-217:9; 219:11-226:21; 233:22-234:2; 319:12-15; *Dawkins Tr.* (Ex. 10) at 703:1-24; 711:20-719:4; 731:17-23; 733:8-20; 775:10-16; 785:14-23; 794:19-796:21; 798:2-5. And, in fact, several of the student-athletes retained Sood as their investment adviser. *See Gatto Tr.* at 306:9-22; Answer at ¶ 3.

C. The Administrative Proceeding.

9. On December 21, 2020, the Commission instituted this proceeding with an Order Instituting Administrative Proceedings Pursuant to Section 203(f) of the Advisers Act and Section 15(b) of the Exchange Act and Notice of Hearing ("OIP"). On January 11, 2021, Sood submitted an Answer to the OIP in which he admitted to his criminal conviction and his association with an investment adviser and broker-dealer during the pertinent period. Answer at ¶¶ 1-3. On January 21, 2021, the Division made documents related to this matter available to Sood. *See Rule 230 Letter* (Ex. 11). On March 1, 2021, the Commission issued a scheduling order authorizing the Division to file its motion for summary disposition.

III. ARGUMENT AND AUTHORITIES

A. Summary Disposition is Appropriate.

Rule 250(b) of the Commission's Rules of Practice provides that a hearing officer may grant a motion for summary disposition if there is no genuine issue with regard to any material fact and the party making the motion is entitled to summary disposition as a matter of law. 17 C.F.R. § 201.250(b). Summary disposition is particularly appropriate where, as here, the administrative proceeding is based on a criminal conviction. *See Rosalind Herman*, Initial Dec. Rel. No. 1371, 2019 WL 1529572, at *3 (Apr. 5, 2019); *Gary M. Kornman*, Exchange Act Rel. No. 59403, 2009 WL 367635, at *10 (Feb. 13, 2009), *pet. denied*, 592 F. 3d 173 (D.C. Cir. 2010); *Jeffery L. Gibson*, Exchange Act Rel. No. 57266, 2008 WL 294717, at *5 and (Feb. 4, 2008) (collecting cases), *pet. denied*, 561 F. 3d 548 (6th Cir. 2009).

Sood's guilty plea binds him to the facts he admitted, and his "conviction and the record of [his] criminal proceeding before the district court establish facts that cannot be challenged in this proceeding." *Rosalind Herman*, 2019 WL 1529572, at *3; *see also Kornman*, 2009 WL 367635, at *8; *Joseph P. Galluzzi*, Exchange Act Rel. No. 46405, 2002 WL 1941502, at *3 (Aug. 23, 2002). The admitted and other uncontested facts establish the predicate for imposing an industry bar and a penny stock bar as a matter of law.

B. The Case Meets The Threshold Requirements For Remedial Sanctions.

Pursuant to Section 203(f) of the Advisers Act and Section 15(b)(6) of the Exchange Act, the Commission may impose remedial sanctions on a person associated with an investment adviser or a broker-dealer, respectively, that has been convicted of specified offenses within ten years of the commencement of the proceeding seeking the sanction. 15 U.S.C. §§ 80b-3(e), 80b-3(f), 78o(b)(6), 78o(b)(4)(B). These requirements -- timely issuance of the OIP, conviction under a

qualifying statute, and misconduct committed while Sood was associated with an investment adviser and broker-dealer -- are satisfied here.

1. This proceeding is timely.

The Division must commence a proceeding within 10 years of the criminal conviction. *Joseph Contorinis*, Exch. Act Rel. No. 72031, at *3, 2014 WL 1665995 (Apr. 25, 2014) (10-year limitations period runs from date of conviction, not underlying conduct). Sood was convicted on September 12, 2019, and the OIP was instituted approximately a year later on December 21, 2020. Thus, this condition is satisfied.

2. Sood was convicted of a qualifying offense.

Pursuant to Section 203(f) of the Advisors Act and Section 15(b)(6) of the Exchange Act, the following, among others, are qualifying offenses: (a) convictions involving bribery, conspiracy to commit bribery, and conspiracy to commit wire fraud; (b) convictions that arise out of the conduct of the business of a broker, dealer, or investment adviser; and (c) convictions punishable by imprisonment of more than one year. 15 U.S.C. §§ 78o(b)(4)(B), 80b-3(e)(2).

Sood was convicted for the payment of bribes, for conspiracy to commit bribery, and for conspiracy to commit wire fraud, which are all qualifying offenses.³ Further, his convictions arose out of the conduct of the business of an investment adviser, because Sood was seeking to obtain advisory clients by the misconduct. The convictions were also all punishable by a year or more in prison. *See* Plea Hearing Tr. at 18:13-19:24. Thus, this condition is also satisfied.

³ Sood's conviction for conspiracy to commit wire fraud in violation of 18 U.S.C § 1349 is also a qualifying conviction, because it involves the violation of 18 U.S.C. § 1343, the federal wire fraud statute.

3. Sood was associated with an investment adviser and a broker-dealer.

Sood admitted to engaging in the criminal scheme from 2016 to September 2017. *See* Plea Hearing Tr. at 25:8-18. It is undisputed that Sood was associated with an investment adviser and a broker-dealer during this time. *See* Answer at ¶¶ 1-3; CRD Report; Gatto Tr. 211:21-212:13; 317:7-17.⁴ Thus, this condition is satisfied.

C. It is in The Public Interest to Bar Sood

The remaining issue is the appropriate remedial sanction to impose against Sood. Sanctions include, if consistent with the public interest, barring the respondent from associating with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization. 15 U.S.C. §§ 78o(b)(6), 80b-3(f). Section 15(b)(6) of the Exchange Act also authorizes the imposition of a penny stock bar. 15 U.S.C. § 78o(b)(6).

To determine whether sanctions are in the public interest, and if so, what sanctions to impose, the Commission considers the factors set forth in *Steadman v. SEC*, 603 F.2d 1126, 1140 (5th Cir. 1979), *aff'd on other grounds*, 450 U.S. 91 (1981). As the Commission has stated:

When considering whether an administrative sanction serves the public interest, we consider the factors identified in *Steadman v. SEC*: the egregiousness of the respondent's actions, the isolated or recurrent nature of the infraction, the degree of scienter involved, the sincerity of the respondent's assurances against future violations, the respondent's recognition of the wrongful nature of his conduct, and the likelihood that respondent's occupation will present opportunities for future violations.

⁴ Section 3(a)(18) of the Exchange Act defines "person associated with a broker or dealer" to include any partner, officer, director, or branch manager of such broker or dealer (or any person occupying a similar status or performing similar functions), or any employee of such broker or dealer. Section 202(a)(17) of the Advisers Act defines "person associated with an investment adviser" to include any partner, officer, or director of such investment adviser (or any person performing similar functions), or any employee of such investment adviser.

Kornman, 2009 WL 367635, at *6. This inquiry is flexible and no one factor is dispositive. *Id.* (citations omitted). The deterrent effect of the sanctions is also relevant. *See Schield Mgmt. Co.*, Exchange Act Rel. No. 53201, 2006 WL 231642, at *8 (Jan. 31, 2006).

The *Steadman* factors favor imposing industry and penny stock bars against Sood:

Factor one: Sood’s conduct was egregious. Sood bribed multiple individuals, including coaches at federally-funded colleges, to obtain influence over student-athletes who he believed were likely to receive lucrative professional basketball contracts, so the student-athletes would hire him as their investment adviser. He engaged in this illegal conduct for his own personal aggrandizement and financial gain, and perhaps most strikingly, despite knowing his actions could result in the student-athletes he was seeking to sign as advisory clients losing their scholarships. *See* Plea Hearing Tr. at 26:1-15; Gatto Tr. at 227:13-19.

Sood’s conduct resulted in multiple felony criminal convictions for bribery and fraud related offenses. *See Galluzzi*, 2002 WL 1941502, at *4-5 (Commission barring investment adviser who accepted bribes); *Sheryans Desai*, Exchange Act Rel. No. 80129, 2017 WL 782152, at *4 (Mar. 1, 2017) (Commission barring investment adviser convicted of wire fraud and stating that “absent extraordinary mitigating circumstances, an individual that has been convicted of fraud cannot be permitted to remain in the securities industry”) (internal quotations and citations omitted).

Factor two: Sood’s conduct was recurrent and not isolated. Sood was involved in at least two separate criminal schemes, and he bribed multiple individuals on multiple occasions to influence multiple student-athletes over a period that spanned from approximately 2016 to September of 2017.

Factor three: Sood acted with a high degree of scienter. He pleaded guilty to and was convicted of three felony counts requiring scienter-based conduct. *See, e.g., Rosalind Herman*, 2019 WL 1529572, at *4 (fact that respondent was found guilty of conspiracy to commit wire fraud establishes she acted with scienter). Sood also admitted at his plea hearing that when he committed the misconduct he knew that what he was doing was wrong and that student-athletes could lose their scholarships as a result. *See* Plea Hearing Tr.: 25:11-26:15; Gatto Tr: 227:13-19. Despite knowing this, Sood, motivated by profit and the notoriety associated with signing professional athletes as clients, put his own interests first.

Factors four and five: Sood pleaded guilty, and he offered assistance to the U.S. Atty. in the related criminal cases. However, Sood lied to the FBI when he was first questioned following his arrest. *See* Gatto Tr. 230:10-231:18; Dawkins Tr. 773:12-774:8. Sood only cooperated after he was caught in his lies and facing a long federal prison sentence and the potential for additional charges for lying to the FBI. *See* Plea Hearing Tr. at 19:22-24; Dawkins Tr. 777:17-23. Sood has not provided assurances to the Commission that he will avoid future violations.

Factor six: The Commission should bar Sood to reduce the risk of future violations. “[T]he securities industry presents continual opportunities for dishonesty and abuse, and depends heavily on the integrity of its participants and on investors' confidence.” *Conrad P. Seghers*, Advisers Act Rel. No. 2656, 2007 WL 2790633, at *7 (Dec. 12, 2013), *pet. denied*, 773 F. 3d 89 (D.C. Cir. 2014)). “This is especially so for investment advisers, in whom clients must be able to put their trust.” *Rosalind Herman*, 2019 WL 1529572, at *4.

Sood’s long career in the securities industry as an investment adviser suggests that he will, if permitted, continue to work in the industry and be presented with further opportunities to engage in misconduct. *Gibson*, 2008 WL 294717, at *5. Sood’s exploitation of student athletes he knew

had no or minimal investment experience, and his willingness to put their continued eligibility to play college basketball -- and thereby their future earnings potential -- at risk to obtain advisory clients and for his own personal gain, establishes his unfitness to continue to work in the industry. *See Gibson*, 2008 WL 294717, at *5 (finding it significant that respondent was willing to exploit his position as an investment adviser, which underscored his “lack of integrity and unfitness to remain in the securities industry.”)

Finally, Section 925 of the Dodd-Frank Act permits the Commission to bar Sood from associating with all securities industry participants. Because Sood’s conduct involved serious misconduct, including bribery and fraud, the full industry bar authorized by Dodd-Frank and the penny stock bar authorized by Section 15(b)(6) of the Exchange Act should be entered here.

IV. CONCLUSION

For the foregoing reasons, the Division respectfully requests that the Commission grant this Motion for Summary Disposition and bar Respondent Munish Sood from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization; and from participating in any offering of a penny stock, including: acting as a promoter, finder, consultant, agent or other person who engages in activities with a broker, dealer or issuer for purposes of the issuance or trading in any penny stock, or inducing or attempting to induce the purchase or sale of any penny stock.

April 29, 2021

Respectfully submitted,

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Counsel for the Division of Enforcement

Service List

Pursuant to Rule 150 of the Commission's Rules of Practice, I certify that on April 29, 2021, the *Division of Enforcement's Motion for Summary Disposition and Memorandum of Points and Authorities in Support* was filed using the eFAP system and that a true and correct copy was served electronically upon each person previously agreeing to accept document by electronic means. A copy of the foregoing document has also been provided to the APFilings@sec.gov mailbox.

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UNITED STATES OF AMERICA
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Respondent.

INDEX OF ATTACHMENTS IN SUPPORT OF DIVISION OF ENFORCEMENT'S
MOTION FOR SUMMARY DISPOSITION
AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT

<u>Attachment</u>	<u>Description</u>
Exhibit 1	CDR Report of Munish Sood
Exhibit 2	USA Sentencing Letter
Exhibit 3	Sood Information
Exhibit 4	Sood Plea Agreement
Exhibit 5	Sood Order Accepting Plea
Exhibit 6	Sood Plea Transcript
Exhibit 7	Sood Judgment
Exhibit 8	Sood Restitution Order
Exhibit 9	Gatto Transcript
Exhibit 10	Dawkins Transcript
Exhibit 11	Rule 230 Letter

EXHIBIT 1

Registrations Summary

Individual CRD#: [2805974](#)

Individual Name: SOOD, MUNISH

Current Firm(s):

Registrations Summary With Current Employers

 No Current Employers Found.

Prior Firm(s):

Registrations Summary With Prior Employers

Firm Name	Firm CRD	Start Date	End Date	IARD Regs.	CRD Regs.	SFG Member	Disciplined Firm
PRINCETON ADVISORY GROUP, INC.	129108	12/2003	12/2019	N	N	N	N
ROSEDALE ASSET MANAGEMENT, LLC	159763	01/2012	02/2018	N	N	N	N
CROSS POINT CAPITAL LLC	136223	06/2005	09/2017	N	N	N	N
HOLDUN FAMILY OFFICE LLC	158123	08/2012	11/2013	N	N	N	N
CGI MERCHANT CAPITAL, LLC	137681	05/2010	06/2010	N	N	N	N
UNISECURITIES, LLC	129460	07/2003	01/2004	N	N	N	N
SEI INVESTMENTS DISTRIBUTION CO.	10690	07/1999	08/2000	N	N	N	N
BT ALEX. BROWN INCORPORATED	17790	06/1996	06/1998	N	N	N	N

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Registrations with Prior Employers

Firm CRD # : [129108](#)

Firm Name : PRINCETON ADVISORY GROUP, INC.

Employment Start Date	12/01/2003
Employment End Date	12/31/2019
Reason for Termination	
Termination Comment	
Firm Name at Termination	PRINCETON ADVISORY GROUP, INC.

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
NJ	RA	05/16/2016	12/31/2019	T_NOU5	05/24/2016

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Registrations with Prior Employers

OS Received 04/29/2021

Firm CRD # : [159763](#)

Firm Name : ROSEDALE ASSET MANAGEMENT, LLC

Employment Start Date	01/01/2012
Employment End Date	02/13/2018
Reason for Termination	
Termination Comment	
Firm Name at Termination	ROSEDALE ASSET MANAGEMENT, LLC

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
NJ	RA	01/11/2012	02/13/2018	T_NOU5	02/03/2012

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
PA	RA	01/11/2012	12/31/2013	T_NOU5	02/03/2012
TX	RA	05/27/2014	02/13/2018	T_NOU5	06/10/2014

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Registrations with Prior Employers

Firm CRD # : [136223](#)

Firm Name : CROSS POINT CAPITAL LLC

Employment Start Date	06/24/2005
Employment End Date	09/01/2017
Reason for Termination	Voluntary
Termination Comment	
Firm Name at Termination	CROSS POINT CAPITAL LLC

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GP	07/11/2005	09/06/2017	TERMED	11/03/2005
FINRA	GS	07/11/2005	09/06/2017	TERMED	11/03/2005
FINRA	OS	12/15/2011	09/06/2017	TERMED	12/15/2011
NJ	AG	07/11/2005	09/06/2017	TERMED	11/09/2005

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
AZ	AG	07/08/2011	09/06/2017	TERMED	07/08/2011
CA	AG	07/08/2011	09/01/2017	T_NOREG	
CA	AG	04/08/2009	09/01/2017	T_NOREG	
CO	AG	07/08/2011	09/06/2017	TERMED	07/08/2011
CT	AG	04/08/2009	09/06/2017	TERMED	06/18/2009
DC	AG	07/08/2011	09/06/2017	TERMED	07/08/2011
FL	AG	02/28/2012	09/06/2017	TERMED	04/05/2012
GA	AG	07/08/2011	09/01/2017	T_NOREG	
IL	AG	04/25/2011	09/06/2017	TERMED	04/25/2011
KY	AG	07/08/2011	09/01/2017	T_NOREG	
LA	AG	07/08/2011	09/06/2017	TERMED	07/08/2011
MA	AG	04/08/2009	09/01/2017	T_NOREG	
MA	AG	07/08/2011	09/01/2017	T_NOREG	

OS Received 04/29/2021

MN	AG	07/08/2011	09/01/2017	T_NOREG	
NC	AG	04/08/2009	09/01/2017	T_NOREG	
NC	AG	07/08/2011	09/01/2017	T_NOREG	
NE	AG	07/08/2011	09/01/2017	T_NOREG	
NY	AG	07/08/2011	09/01/2017	T_NOREG	
NY	AG	04/08/2009	09/01/2017	T_NOREG	
OH	AG	07/08/2011	09/06/2017	TERMED	12/12/2012
OK	AG	07/08/2011	09/01/2017	T_NOREG	
PA	AG	04/05/2011	09/01/2017	T_NOREG	
RI	AG	07/08/2011	09/01/2017	T_NOREG	
TN	AG	07/08/2011	09/01/2017	T_NOREG	
TX	AG	01/02/2013	09/06/2017	TERMED	01/08/2013
VA	AG	07/08/2011	09/01/2017	T_NOREG	
VT	AG	07/08/2011	09/06/2017	TERMED	07/15/2011
WI	AG	07/08/2011	09/06/2017	TERMED	07/19/2011

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Registrations with Prior Employers

Firm CRD # : [158123](#)

Firm Name : HOLDUN FAMILY OFFICE LLC

Employment Start Date	08/31/2012
Employment End Date	11/14/2013
Reason for Termination	Voluntary
Termination Comment	
Firm Name at Termination	HOLDUN FAMILY OFFICE LLC

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FL	RA	08/31/2012	11/14/2013	TERMED	10/12/2012

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Registrations with Prior Employers

Firm CRD # : [137681](#)

Firm Name : CGI MERCHANT CAPITAL, LLC

Employment Start Date	05/17/2010
Employment End Date	06/07/2010
Reason for Termination	Other
Termination Comment	CHOSEN NOT TO COMPLETE THE C.E. REQUIREMENT FOR THE SERIES 63.
Firm Name at Termination	CGI MERCHANT CAPITAL, LLC

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GP	05/17/2010	06/07/2010	T_NOREG	
FINRA	GS	05/17/2010	06/07/2010	T_NOREG	

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
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OS Received 04/29/2021

NY	AG	05/17/2010	06/07/2010	T_NOREG	
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Registrations with Prior Employers

Firm CRD # : [129460](#)

Firm Name : UNISECURITIES, LLC

Employment Start Date	07/01/2003
Employment End Date	01/22/2004
Reason for Termination	
Termination Comment	
Firm Name at Termination	UNISECURITIES, LLC

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	10/24/2003	01/22/2004	T_NOREG	
NJ	AG	10/24/2003	01/23/2004	T_NOREG	

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FL	AG	10/24/2003	12/04/2003	T_NOREG	
VA	AG	10/24/2003	12/05/2003	T_NOREG	

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Registrations with Prior Employers

Firm CRD # : [10690](#)

Firm Name : SEI INVESTMENTS DISTRIBUTION CO.

Employment Start Date	07/09/1999
Employment End Date	08/18/2000
Reason for Termination	Voluntary
Termination Comment	
Firm Name at Termination	SEI INVESTMENTS DISTRIBUTION CO.

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	06/01/2000	08/24/2000	T_NOREG	
NJ	AG	06/01/2000	08/24/2000	T_NOREG	

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
NY	AG	06/01/2000	08/24/2000	T_NOREG	

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Registrations with Prior Employers

Firm CRD # : [17790](#)

Firm Name : DB ALEX. BROWN LLC

Employment Start Date	06/10/1996
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OS Received 04/29/2021

Employment End Date	06/01/1998
Reason for Termination	Voluntary
Termination Comment	
Firm Name at Termination	BT ALEX. BROWN INCORPORATED

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	07/05/1999	06/22/1998	TERMED	11/14/1996
NJ	AG	07/05/1999	06/22/1998	TERMED	05/07/1998

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
AZ	AG	07/05/1999	06/22/1998	TERMED	05/04/1998
CA	AG	07/05/1999	06/22/1998	TERMED	05/04/1998
CT	AG	07/05/1999	06/22/1998	TERMED	05/04/1998
FL	AG	07/05/1999	06/22/1998	TERMED	05/05/1998
IL	AG	07/05/1999	06/22/1998	TERMED	05/04/1998
MA	AG	07/05/1999	06/22/1998	TERMED	05/04/1998
MD	AG	07/05/1999	06/22/1998	TERMED	05/04/1998
MN	AG	07/05/1999	06/22/1998	TERMED	05/05/1998
MO	AG	07/05/1999	06/22/1998	TERMED	05/05/1998
NC	AG	07/05/1999	06/22/1998	TERMED	05/05/1998
NY	AG	07/05/1999	06/22/1998	TERMED	05/15/1997
OH	AG	07/05/1999	06/22/1998	TERMED	05/05/1998
PA	AG	07/05/1999	06/22/1998	TERMED	05/04/1998
TN	AG	07/05/1999	06/22/1998	TERMED	05/05/1998
WI	AG	07/05/1999	06/22/1998	TERMED	05/06/1998

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EXHIBIT 2



U.S. Department of Justice

*United States Attorney
Southern District of New York*

*The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York, New York 10007*

September 5, 2019

BY ECF

The Honorable Kimba M. Wood
United States District Judge
Southern District of New York
500 Pearl Street
New York, New York 10007

Re: *United States v. Munish Sood*, 18 Cr. 620 (KMW)

Dear Judge Wood:

The Government respectfully submits this letter, pursuant to Section 5K1.1 of the United States Sentencing Guidelines (“U.S.S.G.” or “Sentencing Guidelines”), to advise the Court of the pertinent facts concerning the substantial assistance Munish Sood, the defendant, has provided in the investigation and prosecution of individuals involved in corruption of collegiate basketball. In October 2018, Sood testified as a Government witness as part of the prosecution and conviction of three individuals, an Adidas executive, an Adidas consultant, and an aspiring sports agent in *United States v. Gatto, et al.*, 17 Cr. 686 (LAK) (hereinafter “*Gatto*”), in connection with a scheme to funnel payments to the family members of prospective student-athletes in order to secure those athletes’ commitment to Adidas-sponsored universities. In April 2019, Sood testified as part of the prosecution and conviction of two of the same defendants in *United States v. Evans, et al.*, 17 Cr. 684 (ER) (hereinafter “*Evans*”), in connection with a separate scheme involving bribe payments to men’s college basketball coaches in order for these coaches to use their position and influence over their players to steer those players to sign with the bribe payers.

In light of the defendant’s substantial assistance, as set forth in additional detail below, and assuming that Sood continues to comply with the terms of his cooperation agreement and commits no additional crimes before sentencing, the Government intends to move at sentencing that the Court sentence Sood in light of the factors set forth in Section 5K1.1(a)(1)-(5) of the Sentencing Guidelines. This Court has scheduled Sood’s sentencing hearing for September 12, 2019, at 12:00 p.m.

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I. Case Background

Sood is a financial advisor and wealth manager based in Princeton, New Jersey. His prosecution arose out of a broader investigation by the United States Attorney's Office and the Federal Bureau of Investigation. On September 26, 2019, the United States Attorney's Office charged ten individuals across three cases, including an Adidas executive, four Division I college basketball coaches, an aspiring sports agent, and Sood, for college basketball related fraud and corruption schemes (collectively, the "NCAA defendants"). In particular, in *United States v. Gatto et al.*, 17 Mag. 7120, multiple defendants, including Sood, were charged with conspiring to defraud the University of Louisville and the University of Miami in connection with the awarding of athletic scholarships by funneling money from Adidas to the families of student-athletes in relation to their commitment to attend particular Adidas-sponsored universities. Moreover, in *United States v. Evans et al.*, 17 Mag. 7119, three Division I college basketball coaches, an aspiring sports agent, and Sood, were charged in connection with a scheme to bribe men's college basketball coaches in exchange for using their influence to steer their players to retain the services of the bribe payers, including Sood's financial advisory services.

As is detailed further below, Sood decided to cooperate shortly after being arrested and charged in the above-referenced Complaints, and began proffering with the Government in November 2017. During his proffer sessions, Sood candidly admitted his participation and role in the charged conduct and also informed the Government of a bribe payment to a men's college basketball coach that the Government had not previously been aware of prior to Sood's cooperation.

In August 2018, Sood pled guilty to a three-count Information pursuant to a cooperation agreement with the Government. As detailed herein, Sood was an important and significant cooperating witness at the October 2018 trial in *Gatto* and in the subsequent April 2019 trial in *Evans*.

II. Sood's Criminal Conduct

Sood participated in two separate schemes relating to corruption in college basketball. In the first scheme, Sood and his co-conspirators, including Dawkins and Code, paid bribes to men's college basketball coaches in exchange for the coaches agreeing to exert their influence over the student-athletes they coached to retain the services of Dawkins, Sood and the other bribe payers. Sood participated in this conduct with the goal of being retained as a financial advisor by these elite college basketball players once these student-athletes turned professional.

In the second scheme, Sood and other co-conspirators, including Dawkins and Code, engaged in a scheme to funnel illicit payments from Adidas executive James Gatto to the families of amateur student-athletes bound for NCAA Division I sponsored by Adidas. The payments were intentionally concealed from the universities because, as the defendants knew, the universities could not and would not issue athletic scholarships to student-athletes whose families had received tens of thousands of dollars in illicit payments.

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A. Sood's Initial Work With Professional Athletes

By way of background, in approximately 2002, Sood started his own wealth advisory firm, Princeton Advisory Group. Sood first became involved in providing financial advisory services to athletes after meeting Louis Martin Blazer III, a/k/a "Marty Blazer,"¹ in or about 2011. Blazer at the time was working with professional football players, providing, among other things, day-to-day cash management services to these athletes. Sood eventually partnered with Blazer, forming Princeton Blazer Advisory, and provided financial advisory and portfolio management services to professional football players.

In approximately 2013, Sood learned that the Securities and Exchange Commission ("SEC") was investigating Blazer for diverting client funds without their consent in order to make investments in certain film projects. Sood, who had not been aware of or involved in the diversion of client funds, decided to part ways with Blazer and bought out Blazer from Princeton Blazer Advisory and ceased working with him. While Sood continued to act as a financial advisor to certain professional football players after buying out Blazer, he did not recruit any new professional football players as clients thereafter.

B. Sood's Initial Involvement In Making Illicit Payments to Recruit College Basketball Players As Clients

Sood stayed in periodic contact with Blazer during the interceding years. In early 2016, Blazer², introduced Sood to Dawkins, who at the time was working for a professional sports agency, ASM Sports, as a "runner" focused on recruiting new athletes to sign with ASM Sports. Dawkins was not a registered sports agent. As is discussed in further detail below, Sood first met Dawkins in connection with the scheme to bribe a coach at the University of South Carolina, Lamont Evans. Thereafter, and beginning in 2016, Dawkins began to request funds from Sood in order to assist Dawkins with a scheme to pay money directly to the families of top student-athletes in an effort to secure them as clients. Certain of the payments Sood provided were in the form of low interest or interest-free loans to players that had already been selected in the NBA Draft. Sood understood that, in certain instances, a portion of the funds he was providing as a loan would be used in order to reimburse Dawkins for funds Dawkins had previously provided while the student-athlete was still in college. In other instances, rather than requesting a loan to a particular player, Dawkins requested money from Sood that Dawkins intended to provide to the families and/or close associates of current student-athletes while the student-athletes were still enrolled in college. Sood provided these requested funds as to certain of the student-athletes. In addition, in or about 2016 Dawkins introduced Sood to another sports agent that worked for ASM Sports, Stephen Pina. Like Dawkins, Pina requested funds from Sood to be provided to the family members and associates of

¹ As discussed further herein, Blazer himself became a cooperating witness as part of this investigation, providing information and making numerous recordings (including recordings involving Sood) during the investigation. Blazer is referred to as CW-1 in the PSR and various charging instruments.

² By this time, Blazer had begun cooperating himself and was working at the direction of law enforcement.

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college athletes while the athletes were still in college, which Sood provided on at least one occasion. As Sood testified, he understood that these payments violated the NCAA's amateurism rules and that, if discovered, could lead to the college athletes losing their eligibility to compete and potentially losing their athletic scholarships from their universities.

Sood made all of the aforementioned payments with the aim of ultimately being retained as a financial advisor for the student-athletes that Dawkins and Pina were seeking to recruit as clients.

C. The College Coach Bribery Scheme

Sood was involved in a scheme to make bribe payments to multiple NCAA men's college basketball coaches, including co-defendants Lamont Evans, Emanuel "Book Richardson," and Tony Bland. As detailed in the Indictments filed against Sood's co-conspirators, as well as through the trial evidence presented in *United States v. Evans et al.*, 17 Cr. 684 (ER), these bribe payments were in violation of NCAA rules and the coaches' employment agreements with their employers. In addition, the trial evidence established that by engaging in such blatant violations of NCAA rules, Sood and the coaches he bribed exposed the universities to the risk of substantial NCAA penalties, including financial penalties, limitations on post-season play, limitations on athletic scholarships, and recruiting restrictions.

1. Lamont Evans

As is noted above, Sood was first introduced to Dawkins by Blazer in or about early 2016. In his early discussions with Sood, Blazer informed Sood that Dawkins had a relationship with an assistant men's college basketball coach at the University of South Carolina, *i.e.*, Evans, and that this coach could assist Blazer and Sood in recruiting players that he coached as clients. Sood understood from his conversations with Blazer that money would be provided to the coach in exchange for the coach directing his players to retain Blazer and Sood's services.

On March 3, 2016, Sood, Blazer, and Dawkins travelled to South Carolina to meet with Evans in the vicinity of the University of South Carolina's campus. During the meeting, the group explicitly discussed current university basketball players coached by Evans, whom Evans could steer and influence to retain the services of Blazer and/or Sood in exchange for bribes. Shortly after the meeting, Dawkins told Sood and Blazer that he previously had given Evans \$2,500 per month during recent months in connection with an effort to recruit a specific player on the University of South Carolina men's basketball team ("Player-1")

In April 2016, Evans was hired as an assistant coach for the men's basketball team at Oklahoma State University. Evans spoke to Blazer by phone and assured him that his switching universities would not jeopardize his ability to still steer and influence Player-1's choice of an agent when he turned professional. On April 19, 2016, Blazer and Sood met with Evans in the lobby of a hotel in Manhattan, New York. Blazer provided \$500 to Evans during Evans's visit to Manhattan.

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Blazer continued to provide payments to Evans throughout 2016 and Blazer kept Sood apprised of the payments that he was making to Evans. In August 2016, Sood and Blazer met with Evans in Miami, Florida. Evans requested money from Sood during this trip, but Sood refused to pay Evans. As Sood testified, because Blazer was already paying Evans, Sood did not believe that it made sense that he should also pay Evans at this juncture. In addition, Sood wanted Evans to first prove that he could deliver student-athletes as clients – including by setting up meetings with the athletes or their families – before he would be willing to pay Evans.

Throughout the 2016-2017 NCAA Division I men's basketball season, Evans continued to receive bribe payments from Blazer. In exchange for these payments, Evans, among other things, set up an in-person meeting between Blazer and a current player on Oklahoma State University's basketball team whom Evans coached ("Player-2"), and sought to use his official position to influence Player-2 to retain Blazer's services upon turning professional, all in violation of, among other things, NCAA rules and Evans's duty to his employer, Oklahoma State University. Blazer kept Sood apprised of these developments. In total, Evans received payments totaling approximately \$22,000.³

As Sood testified, he understood that the payments being made by Blazer to Evans were also to Sood's own benefit because they were intended to develop an ongoing relationship with Evans that would result in Evans similarly steering players to retain Sood. Consistent with that understanding, in or about May 2017, Sood spoke directly with Evans in a call that was intercepted over a wiretap of Sood's cellular phone. During the call, Evans offered to set up a meeting for Sood with the family members of Player-1. Evans thereafter set up a meeting for Sood with Player-1's mother in June 2017, shortly before the NBA Draft which Player-1 had declared his intention to enter. After arranging the meeting, Evans again requested money from Sood, and Sood gave Evans \$2,000 in recognition of Evans having arranged the meeting for Sood with Player-1's mother.

2. *Emanuel Richardson*

In or about February 2017, Sood spoke with Blazer about the prospect of making payments to another men's basketball coach, Emanuel Richardson, a/k/a "Book," who was an assistant coach at the University of Arizona. Sood noted during the call that he did not know what the coach "want[ed]," but that Sood would "rather meet him face to face and get that clarity."

Thereafter, and consistent with the call described above, Sood in fact met with Richardson in Las Vegas. During the meeting and in follow up calls that were intercepted during the investigation, Sood and Richardson generally discussed the high caliber of the players Richardson coached at the University of Arizona and how Sood could provide financial assistance for Richardson's recruiting efforts, while Richardson said he would "deliver" a player to Sood as a client in return.

³ Judge Ramos principally sentenced Evans to three months' imprisonment in connection with his acceptance of these bribe payments.

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In early May 2017, Dawkins was terminated by ASM Sports as a result of allegations that Dawkins had misused a client's credit charge to pay for tens of thousands of dollars in car service rides. Shortly thereafter, Dawkins decided to start his own sports management company called Loyd Inc., and Sood agreed to assist Dawkins in starting the venture. In May 2017, the FBI also introduced an undercover agent ("UC-1") to Sood and Dawkins through Blazer, who posed as Blazer's financial backer. UC-1 indicated he was interested in helping to provide funding for Dawkins should he decide to form his own sports management company. During in-person meetings in Manhattan, New York, Dawkins, Sood, and UC-1 discussed Dawkins's ability to leverage his relationship with athletes, their parents, and college coaches and how having influence over the coaches would be crucial in recruiting future clients.

In June 2017, Sood agreed to provide Dawkins with funding in exchange for receiving an equity share of Dawkins's new company. Under the terms of the agreement, Sood agreed to provide \$40,000 in return for a 15% equity stake in the company. As captured in recorded conversations made at the time, Dawkins and Sood planned to make bribe payments to corrupt coaches in an effort to recruit new clients to their company.

Dawkins thereafter re-approached Richardson about receiving bribes in exchange for steering student athletes at the University of Arizona to retain the services of Dawkins's new company. On June 20, 2017, Dawkins arranged for Sood, Blazer, and UC-1, to meet with Richardson in a hotel room in Manhattan, NY. During the meeting the group discussed, among other things, a particular student-athlete ("Player 4"), who was on the men's basketball team at the University of Arizona. Richardson agreed to steer Player 4 to Dawkins and his company, stating, "I'm telling you [Dawkins is] getting [Player 4] . . . there's no ifs, ands about that. I've already talked with [Player 4's] mom, I've talked with his cousin." Richardson noted that he was "happy" to direct certain players to retain the services of the company controlled by Dawkins, Sood, and UC-1. At the end of the meeting, UC-1 gave Richardson \$5,000 in cash in exchange for his agreement to steer and influence his players to sign with Dawkins' new company. In an intercepted telephone call before the meeting, Dawkins had informed Richardson that he expected UC-1 to provide Richardson with this \$5,000.

Soon after the June 20, 2017 meeting, Richardson reached out to Dawkins requesting an additional \$15,000 in order to secure the commitment of a top high school recruit to attend the University of Arizona. Dawkins relayed this request to Sood, and both Dawkins and Sood encouraged UC-1 to provide the \$15,000 to Richardson so that Richardson could use these funds to secure the commitment of the student-athlete to the University of Arizona. On or about July 20, 2017, Richardson met with Sood and UC-1 at Sood's offices in New Jersey. During the meeting, Richardson discussed his willingness to steer current University of Arizona players to sign with Dawkins, Sood, UC-1 and their new company and at the end of the meeting UC-1 gave Richardson the \$15,000 in cash in the presence of Sood.

In August 2017, Dawkins, Sood, and a second FBI undercover officer ("UC-2"), who was posing as a business partner of UC-1's, travelled to the University of Arizona to meet with Richardson. Thereafter, the group met with a cousin/handler of a current University of Arizona player as arranged by Richardson. During the meeting with Richardson, UC-2 thanked Richardson

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for facilitating the meeting with the cousin of the University of Arizona player, and Richardson responded “I did my job.” During the meeting with the cousin of the University of Arizona player, the cousin told the group that Richardson had recommended that the student-athlete should work with Dawkins, Sood and their new company.

As Sood testified at trial, Richardson had an agreement with Dawkins, Sood, and UC-1 that he would receive \$5,000 per month going forward, but Richardson was arrested in September 2017 before any additional payments could be made to Richardson. In total, Richardson received \$20,000 in bribe payments from Dawkins, Sood, and UC-1.⁴

3. *Anthony Bland*

On or about June 20, 2017, Dawkins, Sood, Blazer, UC-1, and others met with Merl Code, a consultant for Adidas, in a Manhattan, New York hotel room. The purpose of the meeting was for Dawkins to introduce Code to others and to discuss potential business opportunities, including identifying assistant coaches who would be willing to accept bribe payments in return for steering players under their control to Dawkins and his new company. During this meeting Code specifically touted his close relationship with Richardson, among other coaches. UC-1 provided Code with a \$5,000 payment at the end of the meeting.

In July 2017, Code thereafter arranged meetings for the group with various men’s college basketball coaches in Las Vegas. Certain of these coaches, including Anthony Bland, an assistant coach at the University of Southern California, accepted bribe payments during the meetings arranged by Code.

As Sood testified, while he was not personally present at the meetings in Las Vegas, he was aware through Dawkins and UC-1 that the meetings with coaches were occurring in Las Vegas, and understood that certain of these coaches had received payments from the group.

In August 2017, Dawkins, Sood, and UC-2 travelled together to California to meet with Bland. During the trip, Bland assisted in making arrangements for Dawkins, Sood, and UC-2 to meet with family members and/or close associates of a current University of Southern California basketball player and one prospective recruit. These family members/associates received payments from the group during these meetings. On August 31, 2017, Dawkins, Sood, and UC-2 met with Bland at a restaurant on the University of Southern California campus. During the meeting, Bland informed the group that if they continued to fund the families of players and recruits, Bland would ensure that those players would retain Dawkins’s and Sood’s services. Dawkins also discussed the subject of paying players or their family members, telling Bland, Sood and UC-2 that “it’s as clean as possible” to pay the families directly, instead of paying them through Bland, because if Bland were caught, the scheme would be over and Bland could no longer help. Bland then added, “my part of the job can be to get the parents, and to introduce them to

⁴ Judge Ramos principally sentenced Richardson to three months’ imprisonment in connection with his acceptance of these bribe payments.

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Christian [Dawkins] and say hey, I trust him, and vouch for him and even you guys [UC-2 and Sood].”

In total, Bland received \$4,100 in bribe payments in connection with the scheme.⁵

D. The Scheme to Defraud the University of Louisville

In addition to the above-described coach bribery scheme, Sood also conspired with, among others, James Gatto of Adidas, Code, and Dawkins, to funnel approximately \$100,000 from Adidas to Brian Bowen Sr., the father of Brian Bowen Jr. (“Bowen”), who was an all-American high school basketball player and considered at the time to be one of the top recruits in his class. The payments were intended to help secure Bowen’s commitment to play basketball at the University of Louisville, a school sponsored by Adidas, and to further ensure that Bowen ultimately retained the services of the new sports management company that had recently been formed by Dawkins and Sood. As noted above, the scheme participants further agreed to conceal the payments from the University which would not have issued the athletic scholarship to Bowen had it been aware of them.

Sood was not involved in the scheme at its outset and only became involved after the funds had already been promised to Bowen’s father. The plan to funnel \$100,000 in payments to Bowen’s father was formulated by Gatto, Code, and Dawkins, among others, during May 2017, after most of the top high school basketball recruits from the Class of 2017 had already committed to various universities. At the time, Bowen had not yet committed to a particular university. Specifically, on June 3, 2017, Bowen publicly announced his intention to enroll at the University of Louisville and to play for its NCAA Division I men's basketball team, becoming the highest-ranked recruit to commit to Louisville in nearly a decade. At the time and as part of that commitment, Bowen completed certain paperwork required by the University of Louisville, including a Student Athlete Statement in which Bowen represented that “all information provided” regarding “your amateur status” is “accurate and valid,” and further affirmed his “understanding that if you sign this statement falsely or erroneously, you violate NCAA legislation and will further jeopardize your eligibility.”

The scheme participants agreed to conceal the \$100,000 payment, which was to be made to Bowen’s father in four cash installments of \$25,000, by causing the money to be transferred indirectly from Adidas to third-parties who then facilitated the cash payments to Bowen’s family. In particular, Gatto and Code agreed and caused the first two \$25,000 installments to be wired by Adidas pursuant to sham invoices to an organization under Code’s control, from which the payments were then funneled to an account controlled by Dawkins. Dawkins, in turn, was responsible for delivering the cash payments to Bowen’s father.

Sood first became directly involved in the scheme after there was a problem obtaining the first \$25,000 installment payment from Adidas and Code and Dawkins needed another source to

⁵ Judge Ramos principally sentenced Bland to two years’ probation in connection with his acceptance of these bribe payments.

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provide the first \$25,000 for Bowen's father. Specifically, on July 10, 2017, Code spoke by telephone with Sood and UC-1 about the payments to Bowen's family. During the call, Code explained the involvement of Adidas in funneling money to Bowen's family, noting that "...this is one of those instances where we needed to step up and help one of our flagship schools in [the University of Louisville], you know, secure a five-star caliber kid. Obviously that helps, you know, our potential business...and that's an [Adidas-sponsored] school." Code explained that Adidas was having difficulty generating the funds to pay the first installment of the money because of internal "processes" at Adidas, and asked Sood and UC-1 to cover the first \$25,000 payment with the understanding that they would ultimately be reimbursed by Adidas.

On July 13, 2017, Bowen's father traveled to New Jersey in order to receive the first cash payment from Sood. Prior to the meeting, Sood met with UC-1 in order to receive an envelope containing the cash for Bowen Sr. As Sood described when he testified in the *Gatto* trial, Sood met with Bowen's father in a parking lot in New Jersey and provided an envelope containing the \$19,400.⁶ During the meeting, which was brief, Sood and Bowen Sr. also discussed Bowen and Sood's desire to further develop a relationship and work with Bowen. Sood testified that he understood the funds were being provided in cash so that they could not later be traced.

In a subsequent telephone call with Dawkins after the cash handoff, Sood informed Dawkins that based upon Sood's conversation with Bowen's father, Sood believed that Bowen would sign with Dawkins and Sood upon entering the NBA.

III. Sood's Arrest and Subsequent Cooperation

Sood was arrested and charged in two separate Complaints on September 26, 2017. Complaint 17 Mag. 7119 charged Sood with conspiring to commit bribery, multiple counts of bribery, honest services wire fraud conspiracy, honest services wire fraud, wire fraud conspiracy, and Travel Act conspiracy, in connection with Sood's participation in the college basketball coach bribery scheme. Complaint 17 Mag. 7120 charged Sood with wire fraud conspiracy and wire fraud in connection with his participation in the scheme to defraud the University of Louisville.⁷

At the time of his arrest, Sood waived his rights and agreed to speak with the FBI without counsel. During this initial interview, Sood lied about certain matters, including regarding his involvement in making payments to the families of college basketball players and his involvement in making payments to coaches, including Emanuel Richardson.⁸

⁶ At Dawkins' direction, Sood had transferred the remaining \$5,600 to Dawkins directly.

⁷ The Complaint also charged Sood with a money laundering conspiracy. However, the Indictment that followed in *United States v. Gatto*, 17 Cr. 686 (LAK), did not charge Sood's co-defendants with money laundering.

⁸ Pursuant to his cooperation agreement, the Government agreed to not further prosecute Sood for these false statements if Sood fully complied with the understandings specified in his cooperation agreement.

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Soon after his arrest, through his attorneys Sood expressed an interest in cooperation, and Sood began proffering in November 2017. Thereafter, Sood proffered with the Government on multiple occasions. During these proffer sessions, Sood was candid and truthful and provided insights regarding the inner workings of the criminal conspiracy that only could be provided by an insider. Sood also provided information previously unknown to the Government, including details of certain payments Sood had made to the families of student-athletes through Dawkins while Dawkins was still employed by ASM Sports, and payments that Sood had made to coach Lamont Evans directly that the Government was not previously aware of.

On August 27, 2018, pursuant to a cooperation agreement with the Government, Sood pleaded guilty to a three-count Information charging him with: (1) one count of conspiracy under 18 U.S.C. § 371 with three objects: (i) offering and to pay bribes to NCAA Division I men's college basketball coaches in exchange for those coaches agreeing to and exerting influence over student-athletes under their control to retain the services of the defendant and other scheme participants, in violation of 18 U.S.C. § 666; (ii) depriving the employers of NCAA Division I men's college basketball coaches of the right to their employees' honest services through the payment of bribes to those coaches, in violation of 18 U.S.C. § 1343 and 1346; and (iii) traveling in interstate commerce and using the mail and facilities in interstate and foreign commerce in order to offer bribes to men's college basketball coaches at NCAA Division I universities in violation of certain state commercial bribery statutes, in violation of 18 U.S.C. 1952(a)(1) and (a)(3); (2) a scheme to pay bribes to NCAA Division I men's college basketball coaches in exchange for those coaches agreeing to and exerting influence over student-athletes under their control to retain the services of the defendant and other scheme participants, in violation of 18 U.S.C. § 666; and (3) a conspiracy to defraud NCAA Division I universities by paying and concealing, including through false representations and pretenses, payments to prospective and current student-athletes at those universities, and their families, in violation of 18 U.S.C. § 1349.⁹

As is detailed further below, Sood was a crucial witness at the trials in both the *Gatto* and *Evans* trials, and his cooperation was critical to the Government's successful prosecution of all three defendants in *Gatto* and both defendants in *Evans*.¹⁰ Sood testified for one day in the *Gatto* trial and for three days in the *Evans* trial.

IV. Substantial Assistance Provided by Sood

Sood complied fully with the requirements of his cooperation agreement. He has provided substantial and valuable assistance to the Government in connection with its investigation and prosecution of the corrupting influence of money in college basketball. He met with the

⁹ The Government is in accord with the Guidelines calculation set forth in the Presentence Investigation Report. Per the PSR, the total offense level is 21 (PSR ¶ 128), and the defendant is in Criminal History Category I. (PSR ¶ 131). Accordingly, the applicable Guidelines range is 37 to 46 months' imprisonment.

¹⁰ In the *Gatto* case, James Gatto was sentenced to 9 months' imprisonment, Merl Code was sentenced to 6 months' imprisonment, and Christian Dawkins was sentenced to 6 months' imprisonment. Dawkins and Code have yet to be sentenced in *Evans*.

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September 5, 2019
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Government dozens of times for multiple hours at a time in order to prepare for his testimony at two trials. He was consistently truthful and forthcoming. As is discussed in further detail below, Sood's cooperation greatly assisted in the successful prosecution of the defendants in both *Gatto* and *Evans*.

Section 5K1.1 of the Sentencing Guidelines sets forth five non-exclusive factors that sentencing courts are encouraged to consider in determining the appropriate sentencing reduction for a defendant who has rendered substantial assistance: (1) "significance and usefulness" of assistance; (2) "truthfulness, completeness, and reliability" of information; (3) "nature and extent" of assistance; (4) "any injury suffered, or any danger or risk of injury to the defendant or his family" resulting from assistance; and (5) "timeliness" of assistance. U.S.S.G. § 5K1.1. The Government respectfully submits that these factors, as applied to the defendant's cooperation, present a mitigating consideration at sentencing.

A. Significance and usefulness of assistance (5K1.1(a)(1))

Sood's cooperation was both highly significant and very useful and contributed to the successful prosecution of two important and difficult trials. In *Gatto*, Sood's testimony provided an insider's perspective on the conspiracy to defraud the University of Louisville. Sood was also able to provide the jury with important context regarding a number of significant recorded conversations to which Sood had been a party, including a July 2017 call in which Code set out in detail exactly how the scheme to funnel payments to Bowen's father would operate. Sood also gave a firsthand account of the handoff of cash to Bowen's father, and walked the jury through a series of important recorded conversations with Dawkins that reflected their consciousness of guilt and understanding that their actions were wrong and unlawful. Sood also unambiguously acknowledged his understanding that the payments to Bowen's father would not be disclosed to the University of Louisville and that he understood that were the payments discovered the student-athletes at-issue would be deemed ineligible and could lose their athletic scholarships, testimony that was particularly important at a trial where Sood's co-conspirators' intent was the primary issue in dispute.

Sood was the only cooperating witness in the Government's investigation of corruption in college basketball to testify at both the *Gatto* and the *Evans* trials. In the trial of Dawkins and Code in *Evans*, Sood's testimony spanned three trial days. His testimony was crucial in this trial as Sood was the only member of the conspiracy to testify.¹¹ During his testimony, Sood provided the jury with his understanding of hours of recorded meetings and telephone calls, providing crucial context for conversations that were often cryptic in nature. As to many of these meetings and calls, Sood was the only witness who was a participant and thus his understanding of the meaning of these conversations was particularly significant in providing a comprehensible narrative to the jury. During his testimony, Sood unequivocally and repeatedly explained that the entire driving purpose of the scheme was to pay off coaches so that they would use their position and influence to steer their players to Sood, Dawkins, and their new company. Sood also

¹¹ Blazer also testified but all of his actions in connection with the investigation were at the direction of law enforcement.

The Honorable Kimba M. Wood
September 5, 2019
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effectively tied Code to the conspiracy and explained his role therein, including his role in identifying and introducing coaches willing to accept bribes, which was critical particularly given Code's trial defense.

Sood's testimony in both trials was significant and credible, and he put his own actions and those of the other scheme participants in context for the jury. He took responsibility for his own misconduct, and he acknowledged that he knew this conduct was wrong at the time that he and his co-conspirators were engaging in these corrupt payments. Sood truthfully answered questions from both the Government and on cross examination. As recording after recording was played at trial, Sood walked the jury through exactly how both the coach bribery scheme and the Adidas scheme operated, what different participants' roles were in each scheme, and his understanding as to what his co-conspirators meant when they made certain statements, many of which were cryptic and coded. In sum, his assistance was both incredibly significant and useful.

B. "[T]ruthfulness, completeness, and reliability" of information and testimony (5K1.1(a)(2))

The information provided by Sood was truthful, complete, and reliable. Sood was forthcoming during his proffers, detailing the full scope of his activities and informing the Government of certain information that it was not previously aware of, including a payment that he had independently made to Lamont Evans. Moreover, much of the information he provided was corroborated by other evidence and witnesses.

C. "[N]ature and extent" of assistance (5K1.1(a)(3))

Sood's cooperation was extensive by virtually any measure. He spent hour after hour meeting with the Government in order to prepare for his trial testimony. Because he still ran his own business during the entire period of his cooperation, Sood frequently had to review lengthy recorded videos and telephone calls late in the evening and on weekends. In the lead up to both trials, Sood met with the Government on multiple occasions on the weekend and late into the evening. He walked the Government through numerous recorded meetings and calls in painstaking detail in preparing for his testimony. He testified for one day in the *Gatto* trial and three days in the *Evans* trial, which included lengthy cross examination by multiple lawyers and significant media scrutiny.

D. "[A]ny injury suffered, or any danger or risk of injury to the defendant or his family" resulting from assistance (5K1.1(a)(4))

While the Government is not aware of any danger or risk of injury to the defendant or his family, it bears mention that Sood's cooperation required Sood to provide information regarding Dawkins, an individual he had grown close with based on their close dealings in recent years. Sood's reputation in the financial world also suffered as a result of his cooperation, and Sood recounted his involvement in payments to the families and handlers of student-athletes that had not previously been exposed by the Government's investigation. This included publicly admitting

The Honorable Kimba M. Wood
September 5, 2019
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to his involvement in a payment to the handler of one of Sood's current clients, a prominent NBA basketball player.

E. "Timeliness" of assistance (5K1.1(a)(5))

Sood began cooperating shortly after he was arrested in September 2017. He proffered multiple times with the Government beginning in November 2017, and entered a plea of guilty before the trial in *Gatto* and months before any of Sood's co-defendants in *Evans* had pled guilty. In sum, Sood's assistance was certainly timely.

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September 5, 2019
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V. Conclusion

In light of the foregoing, the Government respectfully submits that Sood's assistance was "significan[t] and useful[]" to the Government in its investigation and prosecution of a criminal scheme involving the corrupt influence of money in college basketball. *See* U.S. Sentencing Guidelines § 5K1.1(a)(1). The Government also believes that the information provided by Sood was "truthful[], complete[], and reliab[le]." *See id.* § 5K1.1(a)(2). Accordingly, assuming that Sood continues to comply with the terms of his cooperation, and commits no additional crimes before sentencing, the Government intends to move at sentencing, pursuant to Section 5K1.1 of the U.S. Sentencing Guidelines and Section 3553(e) of Title 18, United States Code, that the Court sentence Sood in light of the factors set forth in Section 5K1.1(a)(1)-(5) of the Guidelines.¹²

Respectfully Submitted,

AUDREY STRAUSS
Attorney for the United States Acting Under
Authority Conferred by 28 U.S.C. § 515

By: /s/
Noah Solowiejczyk
Assistant United States Attorney
(212) 637-2473

cc: Richard Zack, Esq. (by ECF)
U.S. Probation Officer Walter Quinn (by email)

¹² In addition, with respect to Count Three of the Information, the Government is seeking restitution from Sood in the amount of \$28,261. This amount is consistent with the restitution that Judge Kaplan ordered defendants pay to the University of Louisville in connection with the scheme to defraud that university. *See* 17 Cr. 686, Dkt. Nos. 308, 309. Sood will be held jointly and severally for this restitution obligation with James Gatto, Merl Code, Christian Dawkins and Thomas Gassnola. In connection with the coach bribery scheme, none of the relevant universities that employed the three charged co-defendants – Lamont Evans, Emanuel Richardson, and Anthony Bland – sought restitution in the *Evans* proceeding before Judge Ramos. The Government is awaiting further information from Creighton University and Texas Christian University with respect to whether they will seek restitution. Once the Government has this information, it will submit a proposed restitution order to the Court in advance of sentencing.

EXHIBIT 3

ORIGINAL

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED AUG 27 2018

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA :

- v. - :

MUNISH SOOD, :

Defendant. :

----- x

INFORMATION

18 CRIM 620

COUNT ONE

**(Conspiracy To Commit Bribery, Honest Services Fraud,
and Travel Act Offenses)**

The United States Attorney charges:

1. From at least in or about 2016, up to and including in or about September 2017, in the Southern District of New York and elsewhere, MUNISH SOOD, the defendant, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States, to wit, violations of Title 18, United States Code, Sections 666(a)(2), 1343, 1346, and 1952.

2. It was a part and an object of the conspiracy that MUNISH SOOD, the defendant, and others known and unknown, corruptly would and did give, offer, and agree to give something of value to a person, with intent to influence and reward an agent of an organization, in connection with business, transactions, and series of transactions of such organization involving a thing of

value of \$5,000 and more, while such organization was in receipt of, in any one year period, benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of Federal assistance, in violation of Title 18, United States Code, Section 666(a)(2), to wit, SOOD agreed with others to offer and pay bribes to multiple NCAA men's college basketball coaches, intending to influence and reward those coaches in connection with the business of their universities.

3. It was a further part and an object of the conspiracy that MUNISH SOOD, the defendant, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the respective employers of NCAA men's college basketball coaches of their intangible right to their employees' honest services, would and did transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Sections 1343 and 1346, to wit, SOOD, through telephone and email communications, and wire transfers of funds, among other means and methods, agreed to and did deprive the respective employers of NCAA men's college basketball coaches of the right to their

employees' honest services by paying bribes to the NCAA men's college basketball coaches, in exchange for which these coaches agreed to and did exercise their influence as coaches for their respective universities to persuade and pressure student-athletes to retain the services of SOOD, among others.

4. It was a further part and object of the conspiracy that MUNISH SOOD, the defendant, and others known and unknown, willfully and knowingly would and did travel in interstate commerce, and use and cause to be used the mail and facilities in interstate and foreign commerce, with the intent to distribute the proceeds of an unlawful activity, and to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity, to wit, the offering by SOOD, and others known and unknown, and the acceptance by Lamont Evans of commercial bribes, in violation of S.C. Code Ann. § 16-17-540 and 21 Okl. St. Ann. § 380, the acceptance by Emanuel Richardson of commercial bribes, in violation of A.R.S. § 13-2605, and the acceptance by Anthony Bland of commercial bribes, in violation of Cal. Penal Code § 641.3, thereafter would and did perform and attempt to perform an act to distribute the proceeds of said unlawful activity, and to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of said unlawful activity, in violation of Title 18,

United States Code, Sections 1952(a)(1) and (a)(3).

Overt Acts

5. In furtherance of this conspiracy, and to effect the illegal objects thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. On or about March 3, 2016, in South Carolina, MUNISH SOOD, the defendant, met with Christian Dawkins, Lamont Evans, and a cooperating witness for the Government ("CW-1"), during which meeting SOOD, Evans, Dawkins and CW-1 discussed, in sum and substance, that Evans could direct and influence certain student-athletes that Evans coached at the University of South Carolina to retain the services of SOOD, Dawkins, and CW-1.

b. On or about June 20, 2017, SOOD, Emanuel Richardson, CW-1, and an FBI undercover agent ("UC-1"), among others, met in Manhattan, New York, during which meeting Richardson received a cash bribe of \$5,000.

c. On or about July 20, 2017, SOOD, Richardson, and UC-1 met in New Jersey, during which meeting Richardson received a cash bribe of \$15,000.

(Title 18, United States Code, Section 371.)

COUNT TWO
**(Payments Of Bribes To An Agent Of A Federally Funded
Organization)**

The United States Attorney further charges:

6. From at least in or about 2016, up to and including in or about September 2017, in the Southern District of New York and elsewhere, MUNISH SOOD, the defendant, corruptly did give, offer, and agree to give a thing of value to a person, with intent to influence and reward an agent of an organization, in connection with business, transactions, and series of transactions of such organization involving a thing of value of \$5,000 and more, while such organization was in receipt of, in any one year period, benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of Federal assistance, to wit, SOOD offered and paid bribes to multiple NCAA men's college basketball coaches, intending to influence and reward those coaches in connection with the business of their universities.

(Title 18, United States Code, Sections 666(a)(2) and 2.)

COUNT THREE
(Wire Fraud Conspiracy)

The United States Attorney further charges:

7. From at least in or about 2016, up to and including in or about September 2017, in the Southern District of New York and

elsewhere, MUNISH SOOD, the defendant, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit wire fraud in violation of Title 18, United States Code, Section 1343.

8. It was a part and object of the conspiracy that MUNISH SOOD, the defendant, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, SOOD and others known and unknown participated in a scheme to defraud NCAA Division I universities by facilitating and concealing payments to prospective and current student-athletes at those universities, and their families, including by telephone, email, and wire transfers of funds, among other means, thereby causing those universities to provide or agree to provide athletic scholarships to student-athletes who, in truth and in fact, were ineligible to compete as a result of the payments.

9. It was a further part and object of the conspiracy that

MUNISH SOOD, the defendant, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, SOOD and others known and unknown, participated in a scheme to defraud NCAA Division I universities by making and concealing payments to prospective and current student-athletes at those universities, and their families, including by telephone, email, and wire transfers of funds, among other means, which deprived those universities of the right to control the use of their assets, including the decision of how to allocate a limited number of athletic scholarships, and which, if revealed, would have further exposed the universities to tangible economic harm, including monetary and other penalties imposed by the NCAA.

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

FORFEITURE ALLEGATION

10. As a result of committing the offenses charged in Counts One through Three of this Information, MUNISH SOOD, the defendant, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of said offenses, including but not limited to a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offenses.

Substitute Asset Provision

11. If any of the above described forfeitable property, as a result of any act or omission of the defendant:

(a) cannot be located upon the exercise of due diligence;

(b) has been transferred or sold to, or deposited with, a third party;

(c) has been placed beyond the jurisdiction of the Court;

(d) has been substantially diminished in value; or

(e) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United

States Code, Section 853(p) and Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

(Title 18, United States Code, Section 981, Title 21, United States Code, Section 853, and Title 28, United States Code, Section 2461.)

Robert S. Khuzami

ROBERT S. KHUZAMI

Attorney for the United States
Acting Under Authority

Conferred by 28 U.S.C. § 515

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v. -

MUNISH SOOD,

Defendant.

INFORMATION

18 Cr.

(18 U.S.C. §§ 371, 666, 1349, and
2.)

ROBERT S. KHUZAMI

Attorney for the United States
Acting Under Authority
Conferred by 28 U.S.C. § 515

EXHIBIT 4



ORIGINAL

U.S. Department of Justice

United States Attorney
Southern District of New York

The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York, New York 10007

August 9, 2018

Richard Zack, Esq.
Pepper Hamilton LLP
3000 Two Logan Square
Philadelphia, PA 19103

Re: *United States v. Munish Sood*, 18 Cr. ____ ()

Dear Mr. Zack:

On the understandings specified below, the Office of the United States Attorney for the Southern District of New York ("this Office") will accept a guilty plea from Munish Sood (the "Sood" or "the defendant") to a three-count criminal information (the "Information").

Count One of the Information charges the defendant with participating in a conspiracy from at least in or about 2016, up to and including in or about September 2017, to (i) commit bribery, in violation of Title 18, United States Code, Section 666(a)(2); (ii) commit honest services wire fraud, in violation of Title 18, United States Code, Sections 1343 and 1346; and (iii) travel in interstate commerce and use the mail and facilities in interstate and foreign commerce in order to offer bribes, in violation of Title 18, United States Code, Section 1952. Count One carries a maximum sentence of five years' imprisonment; a maximum term of three years' supervised release; a maximum fine, pursuant to Title 18, United States Code, Section 3571, of the greatest of \$250,000, twice the gross pecuniary gain derived from the offense, or twice the gross pecuniary loss to persons other than the defendant resulting from the offense; and a mandatory special assessment of \$100.

Count Two of the Information charges the defendant with the payment of bribes to an agent of a federally funded organization from at least in or about 2016, up to and including in or about September 2017, in violation of Title 18, United States Code, Sections 666(a)(2) and 2. Count Two carries a maximum sentence of ten years' imprisonment; a maximum term of three years' supervised release; a maximum fine, pursuant to Title 18, United States Code, Section 3571, of the greatest of \$250,000, twice the gross pecuniary gain derived from the offense, or twice the gross pecuniary loss to persons other than the defendant resulting from the offense; and a mandatory special assessment of \$100.

Count Three of the Information charges the defendant with participating in a conspiracy to commit wire fraud from at least in or about 2016, up to and including in or about September 2017, in violation of Title 18, United States Code, Section 1349. Count Three carries a maximum

sentence of twenty years' imprisonment; a maximum term of three years' supervised release; a maximum fine, pursuant to Title 18, United States Code, Section 3571, of the greatest of \$250,000, twice the gross pecuniary gain derived from the offense, or twice the gross pecuniary loss to persons other than the defendant resulting from the offense; and a mandatory \$100 special assessment.

The total maximum sentence of incarceration on Counts One through Three of the Information is 35 years' imprisonment.

It is further understood that the defendant shall make restitution in an amount to be specified by the Court in accordance with 18 U.S.C. §§ 3663, 3663A, and 3664. This amount shall be paid according to a plan established by the Court.

The defendant furthermore admits the forfeiture allegations with respect to Counts One through Three of the Information and agrees to forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(c) and Title 28, United States Code, Section 2461, all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the offenses charged in Counts One through Three of the Information. It is further understood that any forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon him in addition to forfeiture.

It is understood that the defendant (a) shall truthfully and completely disclose all information with respect to the activities of himself and others concerning all matters about which this Office inquires of him, which information can be used for any purpose; (b) shall cooperate fully with this Office, the Federal Bureau of Investigation and any other law enforcement agency designated by this Office; (c) shall attend all meetings at which this Office requests his presence; (d) shall provide to this Office, upon request, any document, record, or other tangible evidence relating to matters about which this Office or any designated law enforcement agency inquires of him; (e) shall truthfully testify before the grand jury and at any trial and other court proceeding with respect to any matters about which this Office may request his testimony; (f) shall bring to this Office's attention all crimes which he has committed, and all administrative, civil, or criminal proceedings, investigations, or prosecutions in which he has been or is a subject, target, party, or witness; and (g) shall commit no further crimes whatsoever. Moreover, any assistance the defendant may provide to federal criminal investigators shall be pursuant to the specific instructions and control of this Office and designated investigators.

It is understood that this Office cannot, and does not, agree not to prosecute the defendant for criminal tax violations, if any. However, if the defendant fully complies with the understandings specified in this Agreement, no testimony or other information given by him (or any other information directly or indirectly derived therefrom) will be used against him in any criminal tax prosecution. Moreover, if the defendant fully complies with the understandings specified in this Agreement, he will not be further prosecuted criminally by this Office for any crimes, except for criminal tax violations, related to his participation in (1) a conspiracy to (i) offer and to pay bribes to NCAA Division I men's college basketball coaches in exchange for those coaches agreeing to and exerting influence over student-athletes under their control to retain the

services of the defendant and other scheme participants, from in or about 2016 to in or about September 2017, (ii) deprive the employers of NCAA Division I men's college basketball coaches of the right to their employees' honest services through the payment of bribes to those coaches, from in or about 2016 to in or about September 2017, and (iii) travel in interstate commerce and use the mail and facilities in interstate and foreign commerce in order to offer bribes to men's college basketball coaches at NCAA Division I universities in violation of certain state commercial bribery statutes, from in or about 2016 to in or about September 2017, as charged in Count One of the Information; (2) a scheme to pay bribes to NCAA Division I men's college basketball coaches in exchange for those coaches agreeing to and exerting influence over student-athletes under their control to retain the services of the defendant and other scheme participants, from in or about 2016 to in or about September 2017, as charged in Count Two of the Information; (3) a conspiracy to defraud NCAA Division I universities by paying and concealing, including through false representations and pretenses, payments to prospective and current student-athletes at those universities, and their families, from in or about 2016 to in or about September 2017, as charged in Count Three of the Information; (4) a scheme to deprive the employers of NCAA Division I men's college basketball coaches of the right to their employees' honest services through the payment of bribes to those coaches, from in or about 2016 to in or about September 2017; (5) a scheme to defraud NCAA Division I universities by paying and concealing, including through false representations and pretenses, payments to prospective and current student-athletes at those universities, and their families, from in or about 2016 to in or about September 2017 (6) a scheme to travel in interstate commerce and to use the mail and facilities in interstate and foreign commerce in order to offer bribes to men's college basketball coaches at NCAA Division I universities in violation of certain state commercial bribery statutes, from in or about 2016 to in or about September 2017; and (7) making false statements to law enforcement officials on or about September 26, 2017 immediately following his arrest, to the extent that he has disclosed such participation to this Office as of the date of this Agreement.

This Agreement does not provide any protection against prosecution for any crimes except as set forth above. It is understood that the conduct set forth in subsections (4) through (7) of the preceding paragraph constitutes either relevant conduct, pursuant to United States Sentencing Guidelines ("U.S.S.G.") Section 1B1.3, or other conduct of the defendant, pursuant to U.S.S.G. § 1B1.4, that the Court may consider at the time of sentencing.

It is understood that this Agreement does not bind any federal, state, or local prosecuting authority other than this Office. This Office will, however, bring the cooperation of the defendant to the attention of other prosecuting offices, if requested by him.

It is understood that the sentence to be imposed upon the defendant is within the sole discretion of the Court. This Office cannot, and does not, make any promise or representation as to what sentence the defendant will receive, and will not recommend any specific sentence to the Court. However, this Office will inform the Probation Office and the Court of (a) this Agreement; (b) the nature and extent of the defendant's activities with respect to this case and all other activities of the defendant which this Office deems relevant to sentencing; and (c) the nature and extent of the defendant's cooperation with this Office. In so doing, this Office may use any information it deems relevant, including information provided by the defendant both prior to and subsequent to the signing of this Agreement. In addition, if this Office determines that the defendant has provided

substantial assistance in an investigation or prosecution, and if he has fully complied with the understandings specified in this Agreement, this Office will file a motion, pursuant to Section 5K1.1 of the Sentencing Guidelines, requesting the Court to sentence the defendant in light of the factors set forth in Section 5K1.1(a)(1)-(5). It is understood that, even if such a motion is filed, the sentence to be imposed on the defendant remains within the sole discretion of the Court. Moreover, nothing in this Agreement limits this Office's right to present any facts and make any arguments relevant to sentencing to the Probation Office and the Court, or to take any position on post-sentencing motions. The defendant hereby consents to such adjournments of his sentence as may be requested by this Office.

It is understood that, should this Office determine either that the defendant has not provided substantial assistance in an investigation or prosecution, or that the defendant has violated any provision of this Agreement, such a determination will release this Office from any obligation to file a motion pursuant to Section 5K1.1 of the Sentencing Guidelines, but will not entitle the defendant to withdraw his guilty plea once it has been entered.

It is understood that, should this Office determine, subsequent to the filing of a motion pursuant to Section 5K1.1 of the Sentencing Guidelines, that the defendant has violated any provision of this Agreement, this Office shall have the right to withdraw such motion.

It is understood that, should the defendant commit any further crimes or should it be determined that he has given false, incomplete, or misleading testimony or information, or should he otherwise violate any provision of this Agreement, the defendant shall thereafter be subject to prosecution for any federal criminal violation of which this Office has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the defendant, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed.

It is understood that in the event that it is determined that the defendant has committed any further crimes, given false, incomplete, or misleading testimony or information, or otherwise violated any provision of this Agreement, (a) all statements made by the defendant to this Office or other designated law enforcement agents, and any testimony given by the defendant before a grand jury or other tribunal, whether prior to or subsequent to the signing of this Agreement, and any leads from such statements or testimony shall be admissible in evidence in any criminal proceeding brought against the defendant; and (b) the defendant shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. It is the intent of this Agreement to waive all rights in the foregoing respects.

It is further understood that this Office will not object to the defendant's continued release on the bail conditions as set forth at the September 26, 2017 hearing, that is a \$100,000 personal recognizance bond, co-signed by two financially responsible persons and secured by \$10,000 cash; travel restricted to the Southern District of New York, the Eastern District of New York, the

District of New Jersey, and the Eastern District of Pennsylvania; surrender of all passports of the defendant and no new applications; pretrial supervision as directed by Pretrial Services; no contact with co-defendants except in the presence of counsel; and adherence to all other standard conditions of release. This Office reserves the right to move without notice to the defendant for a revocation or modification of the above bail conditions should it determine that the defendant has violated any provision of this Agreement or condition of his release, or should it determine that such a revocation or modification is otherwise appropriate. The defendant hereby consents to any such revocation or modification


The defendant hereby acknowledges that he has accepted this Agreement and decided to plead guilty because he is in fact guilty. By entering this plea of guilty, the defendant waives any and all right to withdraw his plea or to attack his conviction, either on direct appeal or collaterally, on the ground that the Government has failed to produce any discovery material, *Jencks* Act material, exculpatory material pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963), other than information establishing the factual innocence of the defendant, or impeachment material pursuant to *Giglio v. United States*, 405 U.S. 150 (1972), that has not already been produced as of the date of the signing of this Agreement.

The defendant recognizes that, if he is not a citizen of the United States, his guilty plea and conviction make it very likely that his deportation from the United States is presumptively mandatory and that, at a minimum, he is at risk of being deported or suffering other adverse immigration consequences. The defendant acknowledges that he has discussed the possible immigration consequences (including deportation) of his guilty plea and conviction with defense counsel. The defendant affirms that he wants to plead guilty regardless of any immigration consequences that may result from the guilty plea and conviction, even if those consequences include deportation from the United States. It is agreed that the defendant will have no right to withdraw his guilty plea based on any actual or perceived adverse immigration consequences (including deportation) resulting from the guilty plea and conviction. It is further agreed that the defendant will not challenge his conviction or sentence on direct appeal, or through litigation under Title 28, United States Code, Section 2255 and/or Section 2241, on the basis of any actual or perceived adverse immigration consequences (including deportation) resulting from his guilty plea and conviction.

This Agreement supersedes any prior understandings, promises, or conditions between this Office and the defendant. No additional understandings, promises, or conditions have been entered into other than those set forth in this Agreement, and none will be entered into unless in writing and signed by all parties.

Very truly yours,


ROBERT S. KHUZAMI
Attorney for the United States Acting Under
Authority Conferred by 28 U.S.C. § 515

By: 
Edward B. Diskant/Noah Solowiejczyk
Eli J. Mark/Robert Boone/Aline Flodr
Assistant United States Attorneys
(212) 637-2294/2473/2431/1110


APPROVED:


LISA ZORNBERG
Chief, Criminal Division

AGREED AND CONSENTED TO:


Munish Sood


DATE

APPROVED: 
Richard Zack, Esq.
Attorney for Munish Sood


DATE

EXHIBIT 5

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 9/10/18

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
- - - - - x
UNITED STATES OF AMERICA :
- v. - :
MUNISH SOOD, :
Defendant. :
- - - - - x

ORDER
18 Cr. 620 (KMW)

WHEREAS, with the defendant's consent, his guilty plea allocution was made before a United States Magistrate Judge on August 27, 2018;

WHEREAS, a transcript of the allocution was made and thereafter was transmitted to the District Court; and

WHEREAS, upon review of that transcript, this Court has determined that the defendant entered the guilty plea knowingly and voluntarily and that there was a factual basis for the guilty plea;

IT IS HEREBY ORDERED that the defendant's guilty plea is accepted.

SO ORDERED:

Dated: New York, New York
September 10, 2018

Kimba M. Wood
THE HONORABLE KIMBA M. WOOD
UNITED STATES DISTRICT JUDGE

EXHIBIT 6

I8RAASOOP

Plea

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 UNITED STATES OF AMERICA,

4 v.

18 SD 2439 (BCM)

5 MUNISH SOOD,

6 Defendant.

7 -----x
8 New York, N.Y.
9 August 27, 2018
11:00 a.m.

10 Before:

11 HON. BARBARA C. MOSES,

12 Magistrate Judge

13
14 APPEARANCES

15
16 GEOFFREY S. BERMAN
17 United States Attorney for the
18 Southern District of New York
19 NOAH SOLOWIEJEZYK
20 Assistant United States Attorney

21 RICHARD ZACK
22 Attorney for Defendant Sood

23 FRANK WEBER
24 Attorney for Defendant Sood
25

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Plea

1 (Case called)

2 MR. SOLOWIEJEZYK: Good morning, your Honor.

3 Noah Solowiejezyk, on behalf of the government.

4 THE COURT: Good morning, Mr. Solowiejezyk.

5 MR. ZACK: Good morning, your Honor.

6 Richard Zack, on behalf of defendant Munish Sood

7 MR. WEBER: Good morning, your Honor.

8 Francis Weber, for the defendant.

9 THE COURT: That makes you, Mr. Sood.

10 THE DEFENDANT: Yes, your Honor.

11 THE COURT: All right. Gentlemen, welcome. Be
12 seated.

13 Mr. Sood, I have to ask for the record, are you able
14 to speak and understand English?

15 THE DEFENDANT: Yes, your Honor.

16 THE COURT: You don't have to stand up until I tell
17 you to.

18 Counsel, I understand that we are here for a change of
19 plea. Mr. Sood wishes to plead guilty to Counts One through
20 Three of an information which has been issued in this case.

21 Is that correct?

22 MR. SOLOWIEJEZYK: That is correct, your Honor.

23 MR. ZACK: Yes, your Honor.

24 THE COURT: All right. So let me begin by asking the
25 courtroom deputy to take the defendant's waiver of indictment.

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Plea

1 COURTROOM DEPUTY: You are Munish Sood?

2 THE DEFENDANT: Yes.

3 COURTROOM DEPUTY: Have you signed a waiver of
4 indictment?

5 THE DEFENDANT: Yes.

6 COURTROOM DEPUTY: Before you signed it did you
7 discuss it with your attorney?

8 THE DEFENDANT: Yes.

9 COURTROOM DEPUTY: Did your attorney explain it to
10 you?

11 THE DEFENDANT: Yes.

12 COURTROOM DEPUTY: Do you understand what you're
13 doing?

14 THE DEFENDANT: Yes.

15 COURTROOM DEPUTY: Do you understand that you are
16 under no obligation to waive indictment?

17 THE DEFENDANT: Yes.

18 COURTROOM DEPUTY: Do you understand that if you do
19 not waive indictment, if the government wants to prosecute you,
20 they would have to present this case to a grand jury which may
21 or may not indict you?

22 THE DEFENDANT: Yes.

23 COURTROOM DEPUTY: Do you understand that by signing
24 this waiver of indictment you have given up your right to have
25 to case presented to a grand jury?

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Plea

1 THE DEFENDANT: Yes.

2 COURTROOM DEPUTY: Do you understand what a grand jury
3 is?

4 THE DEFENDANT: Yes.

5 COURTROOM DEPUTY: Have you seen a copy of the
6 information?

7 THE DEFENDANT: Yes.

8 COURTROOM DEPUTY: Do you waive its public reading?

9 THE DEFENDANT: Yes.

10 THE COURT: Thank you, Mr. Snell.

11 Mr. Sood, let me formally introduce myself. I am
12 Magistrate Judge Moses.

13 I have a form here entitled Consent to Proceed Before
14 a United States Magistrate Judge on a Felony Plea Allocution
15 that appears to bear your signature.

16 Did you sign this form? I am holding it up.

17 THE DEFENDANT: Yes.

18 COURTROOM DEPUTY: Would that form says is that you
19 now you have the right to have your plea taken by a United
20 States district judge, but you are agreeing to have your plea
21 taken by a United States magistrate judge which is what I am.
22 As a magistrate judge I have the authority to take your plea
23 with your consent and you are entitled to all of the same
24 rights and protections as if you were before a district judge.
25 If you are found guilty you will be sentenced by a United

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Plea

1 States district judge.

2 So let me ask you, did you sign the Consent to Proceed
3 Before a United States Magistrate Judge voluntarily?

4 THE DEFENDANT: Yes, your Honor.

5 COURTROOM DEPUTY: Before you signed the form did your
6 lawyer explain it to you?

7 THE DEFENDANT: Yes.

8 COURTROOM DEPUTY: Do you wish to proceed with your
9 plea this morning before me?

10 THE DEFENDANT: Yes, your Honor.

11 THE COURT: Very well, I will accept your consent.

12 As I've previously discussed, counsel, I have been
13 informed that you wish to enter a plea of guilty to Counts One,
14 through Three of the information in this matter.

15 Is that correct?

16 THE DEFENDANT: Yes, your Honor.

17 THE COURT: Before deciding whether to accept your
18 guilty plea I need to ask you certain questions. It is
19 important that you answer these questions honestly and
20 completely. The purpose of these proceedings is to make sure
21 that you understand your rights to decide whether you are
22 pleading guilty of your own free will and to make sure that
23 you're pleading guilty because you are guilty and not for some
24 other reason.

25 Do you understand what I'm saying?

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1 THE DEFENDANT: Yes, your Honor.

2 THE COURT: If you don't understand any question that
3 I ask you or if you just want time to consult with your lawyer,
4 please say so. It is important that you understand ever
5 question before you answer.

6 Are you ready?

7 THE DEFENDANT: Yes, your Honor.

8 THE COURT: I will ask Mr. Snell to swear the
9 defendant.

10 (Defendant Munish Sood sworn)

11 THE COURT: You may be seated.

12 Do you understand, sir, that you are now under oath?

13 THE DEFENDANT: What that means is if you
14 intentionally answer any of my questions falsely you could be
15 prosecuted for perjury. I'll begin with an easy question.

16 Please state your full name.

17 THE DEFENDANT: Munish Sood.

18 THE COURT: Do you have a middle name?

19 THE DEFENDANT: No.

20 THE COURT: How old are you?

21 THE DEFENDANT: 46 years old.

22 THE COURT: Are you a United States citizen?

23 THE DEFENDANT: Yes.

24 THE COURT: How far did you go in school?

25 THE DEFENDANT: College.

1 THE COURT: Do you have a college degree?

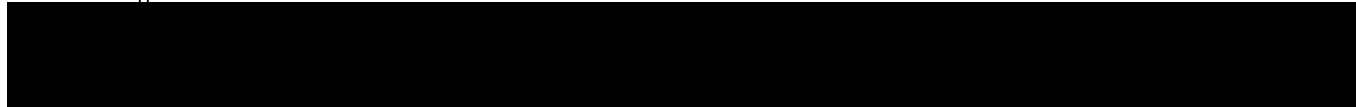
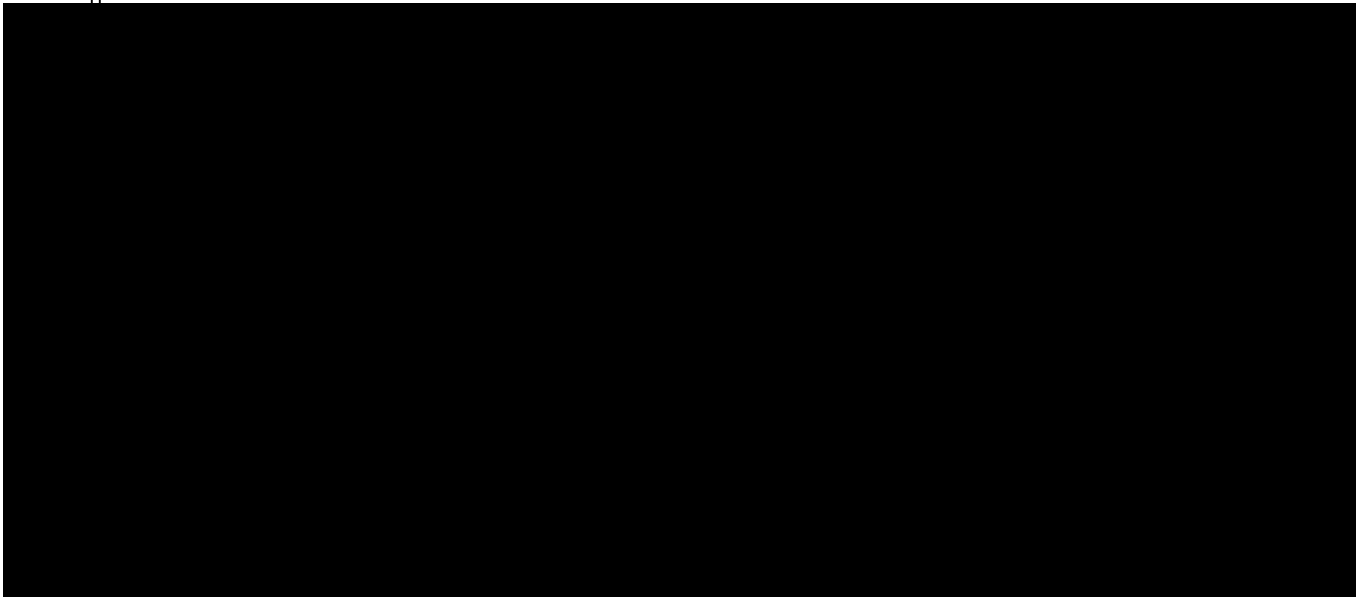
2 THE DEFENDANT: Yes.

3 THE COURT: Is that a bachelors?

4 THE DEFENDANT: Yes.

5 THE COURT: When did you get your bachelor's degree?

6 THE DEFENDANT: 1992.

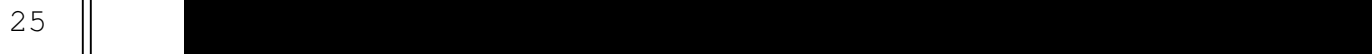


18 THE COURT: OK. Do you have any condition that
19 affects your ability to see or to hear?

20 THE DEFENDANT: No.

21 THE COURT: Any condition that affects your ability to
22 think or to understand or to make judgments or decisions on
23 your own behalf?

24 THE DEFENDANT: No.



4 THE COURT: In the last 24 hours have you consumed any
5 alcohol?

6 THE DEFENDANT: Just one glass of beer last night.

7 THE COURT: What time?

8 THE DEFENDANT: Around six p.m.

9 THE COURT: And it's now 11 o'clock in the morning.
10 Is your mind clear?

11 THE DEFENDANT: Yes.

12 THE COURT: Do you understand what is happening in
13 this proceeding?

14 THE DEFENDANT: Yes.

15 THE COURT: Does either counsel have any objection to
16 this defendant's competence to plead at this time?

17 MR. SOLOWIEJEZYK: No, your Honor.

18 MR. ZACK: No, your Honor.

19 THE COURT: All right. Mr. Sood, have you received a
20 copy of the information? That's the document that contains the
21 written charges against you.

22 THE DEFENDANT: Yes, your Honor.

23 THE COURT: Have you read it?

24 THE DEFENDANT: Yes.

25 THE COURT: Do you want me to read it to you?

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Plea

1 THE DEFENDANT: No.

2 THE COURT: Do you understand what it says you did.

3 THE DEFENDANT: Yes, your Honor.

4 THE COURT: Have you had time to talk with your
5 counsel about these charges and how you wish to plead?

6 THE DEFENDANT: Yes, your Honor.

7 THE COURT: Has your attorney explained the
8 consequences of pleading guilty?

9 THE DEFENDANT: Yes.

10 THE COURT: Are you satisfied with your attorney's
11 representations so far?

12 THE DEFENDANT: Yes.

13 THE COURT: I am going to begin now to explain certain
14 of your constitutional rights. These are rights that you will
15 be giving up if you enter a guilty plea. So please listen
16 carefully to what I am going to tell you. And again, if you
17 don't understand something or just wish to speak with your
18 counsel, stop me and either your attorney or I will explain the
19 issue more fully.

20 Under the Constitution and laws of the United States
21 you have a right to plead not guilty to all of the charges
22 contained in the information.

23 Do you understand that?

24 THE DEFENDANT: Yes.

25 THE COURT: If you plead not guilty you'll be entitled

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1 under the Constitution to a speedy and public trial by a jury
2 of those charges. At trial you would be presumed innocent.
3 The government would be required to prove you guilty beyond a
4 reasonable doubt before you could be found guilty. You could
5 not be convicted unless a jury of 12 people agreed unanimously
6 that you are guilty beyond a reasonable doubt.

7 Do you understand that?

8 THE DEFENDANT: Yes, your Honor.

9 THE COURT: If you went to trial then at that trial
10 and at every stage of the case you would have the right to be
11 represented by an attorney. If you could not afford an
12 attorney, an attorney would be appointed to represent you at
13 the government's expense. Even if you began the case with
14 private defense counsel, if you ran out of money, an attorney
15 would be appointed to continue to represent you. You would be
16 entitled to an attorney all the way through trial, not just for
17 a guilty plea. So your decision to plead guilty should not
18 depend on whether you can afford to hire a lawyer.

19 Do you understand that?

20 THE DEFENDANT: Yes, your Honor.

21 THE COURT: During trial the witnesses for the
22 prosecution would have to come to Court and testify in your
23 presence where you could see them and hear them and a lawyer
24 could cross them. If you wanted, your lawyer could offer
25 evidence on your behalf as well. Your lawyer would be able to

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1 use the Court's power known as "subpoena power" to compel
2 witnesses to come to court to testify even if they didn't want
3 to come.

4 Do you understand that?

5 THE DEFENDANT: Yes, your Honor.

6 THE COURT: At trial you would have the right to
7 testify in your own defense if you wanted to. You would also
8 have the right not to testify. If you chose not to testify
9 that couldn't be used against you in any way. No inference or
10 suggestion of guilt would be permitted from the fact that you
11 did not testify.

12 Do you understand that?

13 THE DEFENDANT: Yes, your Honor.

14 THE COURT: If you were convicted at trial you would
15 have the right to appeal that verdict to a higher court.

16 Do you understand that?

17 THE DEFENDANT: Yes, your Honor.

18 THE COURT: And as I said before, you have the right
19 to plead not guilty. Even today, although you came to court
20 for the purpose of entering a guilty plea, you have a right to
21 change your mind, to persist in your not guilty plea and to
22 proceed toward trial. But if you do plead guilty and the Court
23 accepts your plea, you will give up the right to a trial and
24 the other rights I've just described that go with it.

25 If you plead guilty there will be no trial. All that

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1 will be remain to be done will be to impose a sentence. Now
2 you and the government will have a chance to make arguments
3 about what that sentence should be but there will not be any
4 trial to determine whether you are guilty or not guilty of the
5 charges to which you plead guilty.

6 Do you understand that?

7 THE DEFENDANT: Yes, your Honor.

8 THE COURT: Do you also understand that the decision
9 as to the appropriate sentence in your case will be entirely up
10 to the sentencing judge?

11 THE DEFENDANT: Yes, your Honor.

12 THE COURT: Not me, not the U.S. Attorney, not your
13 attorney, the sentencing judge will be limited only by what the
14 law requires. This means that even if you are surprised or
15 disappointed by your sentence, you will still be bound by your
16 guilty plea.

17 Do you understand that?

18 THE DEFENDANT: Yes, your Honor.

19 THE COURT: If you do plead guilty you are also giving
20 up the right not to incriminate yourself. I will ask you
21 questions later this morning about what you did in order to
22 satisfy myself that you are actually guilty and you will have
23 to answer those questions truthfully. So by pleading guilty
24 you will be admitting what lawyers call your factual guilt, as
25 well as legal guilt.

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1 Do you understand that?

2 THE DEFENDANT: Yes, your Honor.

3 THE COURT: All right. Turning to, taking a look at
4 the information itself, I see that in Count One you are charged
5 with participating in a conspiracy from at least in or about
6 2016, up to and including in or about September 2017, to do the
7 following things:

8 To commit bribery in violation of Title 18 of U.S.C.
9 Section 666(A)(2).

10 Second, to commit honest services wire fraud in
11 violation of Title 18 of the U.S.C. Sections 1343 and 1346.

12 And third, to travel in interstate commerce and use
13 the mail and facilities in interstate and foreign commerce in
14 order to offer bribes in violation of Title 18 of U.S.C.
15 section 1952.

16 In Count Two of the information you are charged with
17 paying bribes to an agent of a federally funded organization
18 from at least 2016, up to and including in or about
19 September 2017, in violation of Title 18 of U.S.C. Sections
20 666(A)(2) and 2.

21 And in Count Three you are charged with participating
22 in a conspiracy to commit wire fraud from in or about 2016, up
23 to and including in or about September 2017, in violation of
24 Title 18 of the U.S.C. Section 1349.

25 I am now going to ask the Assistant U.S. Attorney to

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1 state the elements of these crimes. The elements are the
2 things that the government would have to prove beyond a
3 reasonable doubt if you went to trial.

4 Mr. Solowiejezyk.

5 MR. SOLOWIEJEZYK: Yes, your Honor.

6 Count One of the information charges conspiracy in
7 violation of Title 18 U.S.C. Section 371. That offense has the
8 following four elements:

9 First, that two or more persons entered into an
10 unlawful agreement as charged in the information.

11 Second, that the defendant knowingly and willfully
12 became a member of the conspiracy.

13 Third, that one of the members of the conspiracy
14 knowingly committed at least one of the overt acts that is
15 charged in the information or an overt act which is
16 substantially similar to the overt act charged in the
17 information and that the overt act which was committed by a
18 member of the conspiracy furthered some objective of the
19 conspiracy.

20 As your Honor noted, this first count contains three
21 objects of the conspiracy. The first object is offering bribes
22 to an agent of a federally funded organization in violation of
23 Title 18 U.S.C. 666(A)(2). That offense has the following
24 elements.

25 First, that the defendant gave an agent of a federally

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1 funded organization a thing of value.

2 Second, that was with the corrupt intent to influence
3 or reward the agent of the federally funned organization.

4 Third, that the payment was in connection with the
5 organization's business or transactions.

6 And fourth, that this transaction or business involved
7 anything of value greater than \$5,000.

8 The second object of conspiracy charged in Count One
9 is the offense of honors services wire fraud in violation of
10 Title 18 U.S.C. Sections 1343 and 1346. That offense has the
11 following elements:

12 First, that there was a scheme or artifice to defraud
13 an employer of the honors services of its employees. In this
14 case to defraud universities that employed coaches of certain
15 universities as to the right of their coaches honor services in
16 connection with the payment and receipt of bribes or kickbacks.

17 Second, that the defendant knowingly and willfully
18 participated in the scheme or artifice to defraud with
19 knowledge of its fraudulent nature and with the specific intent
20 to defraud or that he knowingly and intentionally aided and
21 abetted others in the same scheme.

22 And third, that in the execution of the scheme the
23 defendant used or caused the use of interstate foreign wires.

24 The third object of the conspiracy is violation of the
25 Travel Act in violation of Title 18 U.S.C. Section 1952(A)(3).

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1 That crime has three elements.

2 First, that the defendant traveled or caused someone
3 else to travel in interstate commerce or used or caused someone
4 else using interstate facility.

5 Second, that this travel or use of an interstate
6 facility was done with the intent to promote, manage, establish
7 or carry on an unlawful activity.

8 And third, after this interstate travel or use of an
9 interstate facility, the defendant performed or attempted to
10 perform an act in furtherance of or distributed the proceeds of
11 the same unlawful activity.

12 As alleged in the information, the unlawful activity
13 in this case is the violation of specific state commercial
14 bribery statutes. In particular, South Carolina's Commercial
15 Bribery Statute, South Carolina Code Section 16-17-540;
16 Oklahoma's Commercial Bribery Statute, 21 Oklahoma Statute,
17 Section 380; Arizona's Commercial Bribery Statute; Arizona's
18 Statute, Section 132605 (A)(2) and finally California's
19 Commercial Bribery Statute which is California Penal Code
20 Section 641.3.

21 Turning to Count Two, your Honor, which charges
22 violation of 18 U.S.C. 666(A)(2) offering bribes to an agent of
23 a federally funded organization, that offense has the same
24 elements that I described in the first object of the conspiracy
25 charged in Count One.

1 Finally, Count Three charges a conspiracy to commit
2 wire fraud in violation of Title 18 U.S.C. 1349. That offense
3 has the following elements:

4 First, that there was an agreement to commit wire
5 fraud.

6 Second, that the defendant knowingly and willfully
7 joined the conspiracy to commit wire fraud.

8 The object of the conspiracy is the offense of wire
9 fraud in violation of Title 18 U.S.C. Section 1343. That
10 offense's elements are:

11 First, that there was a scheme or artifice to defraud
12 or to obtain money or property by materially false and
13 fraudulent pretenses representations and promises.

14 Second, that the defendant acted knowingly and
15 willfully in participating in the scheme or artifice to defraud
16 with knowledge of its fraudulent nature and the specific intent
17 to defraud.

18 Third, that in the execution of the scheme, the
19 defendant used or caused the use of interstate or foreign
20 wires.

21 With respect to the all of the counts that I just
22 described, your Honor, the government would also have to prove
23 venue in the Southern District of New York by a preponderance
24 of the evidence.

25 THE COURT: Thank you.

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1 Mr. Sood, I am now going to tell you the maximum
2 possible penalty for the crimes which are charged in the
3 information and which you just heard the Assistant United
4 States Attorney describe in more detail.

5 The "maximum" means the most that could possibly be
6 imposed. It does not mean that this is what you will
7 necessarily receive. But by pleading guilty you are exposing
8 yourself to the possibility of receiving a punishment or a
9 combination of punishments up to the maximum that I am about to
10 describe.

11 Do you understand that?

12 THE DEFENDANT: Yes, your Honor.

13 THE COURT: The maximum term of imprisonment for the
14 crime charged in Count One of the information is five years.
15 Five years in prison which could be followed by up to three
16 years of supervised release.

17 If you do get supervised release that means you will
18 be subject to supervision by the probation department after
19 you're released from prison. If you violate any condition of
20 that supervised release the Court could revoke the term of
21 supervised release previously imposed and return you to prison
22 without giving you credit for time previously served on
23 supervised release.

24 In addition to those restrictions on your liberty, the
25 maximum possible punishment for the crime charged in Count One

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Plea

1 includes financial penalties, a maximum allowable fine is
2 \$250,000 or twice the profits of the criminal activity or twice
3 what someone other than yourself lost because of the criminal
4 activity whichever is greater.

5 I am also required by law to tell you that there is an
6 additional special assessment, an extra fine of \$100 which is
7 required to be imposed on each count of conviction.

8 With regard to Count Two of the complaint, there is a
9 maximum sentence of ten years in prison which could be followed
10 by up to three years on supervised release. There is a maximum
11 fine of the greater of \$250,000 or twice the profits of
12 criminal activity or twice what someone other than yourself
13 lost because of the criminal activity and a \$100 special
14 assessment.

15 As for Count Three of the indictment, Count Three
16 carries a maximum sentence of 20 years of imprisonment, a
17 maximum term of three years of supervised release, a maximum
18 fine of \$250,000 or twice the profits of the criminal activity
19 or twice what someone other than yourself lost because of the
20 criminal activity, whichever is greater and a mandatory \$100
21 special assessment.

22 If the prison terms on these charges ran
23 consecutively, you would face a potential prison sentence of up
24 to 35 years in prison.

25 You will also be required to pay restitution to any

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Plea

1 victims of the crimes in an amount that the Court decides is
2 required to compensate them for their injuries.

3 In addition, by pleading guilty you will admit to the
4 forfeiture allegations in the information and agree to forfeit
5 any property within the scope of 18 U.S.C. Section 981(A)(1)(c)
6 and 28 U.S.C. Section 2461.

7 Now, you told me that you are a U.S. citizen, correct?

8 THE DEFENDANT: Yes.

9 THE COURT: The reason I ask that question is that if
10 you were not a citizen your guilty plea would likely have
11 adverse consequences or your ability to remain or return to the
12 United States which I am required to outline for you even
13 though you have told me that you are a citizen. Those
14 consequences could include removal, deportation, denial of
15 citizenship and denial of admission to the U.S. in the future.
16 Your removal or deportation could be mandatory. And if that
17 did happen you would still be bound by your guilty plea that is
18 you would not be able to withdraw it regardless of any advice
19 you received from your counsel or others regarding the
20 immigration consequences of your plea.

21 Do you understand that?

22 THE DEFENDANT: He your Honor.

23 THE COURT: Mr. Sood, has anyone threatened or coerced
24 you in any way in an effort to get you to plead guilty?

25 THE DEFENDANT: No, your Honor.

I8RAASOOP

Plea

1 THE COURT: I am told there is a written plea
2 agreement between you and the government. There it is. I am
3 holding it up for you to see. It is contained in a letter
4 dated August 9th, addressed to your counsel and it appears to
5 be signed on the back page which I am also holding up, by you.

6 Is that your signature, sir?

7 THE DEFENDANT: Yes, your Honor.

8 THE COURT: All right. Did you read the plea
9 agreement before you signed it?

10 THE DEFENDANT: Yes, your Honor.

11 THE COURT: Did you discuss it with your attorney?

12 THE DEFENDANT: Yes, your Honor.

13 THE COURT: Do you understand its terms?

14 THE DEFENDANT: Yes.

15 THE COURT: Has anyone promised you or offered
16 anything other than what is in this written plea agreement in
17 after effort to get you to plead guilty?

18 THE DEFENDANT: No, your Honor.

19 THE COURT: I note that your plea agreement refers to
20 the possibility that the government may advise the sentencing
21 judge by letter that you have given the government substantial
22 cooperation which could lead to a reduction in your potential
23 prison sentence.

24 Do you understand that the agreement does not
25 absolutely require the government to do this?

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Plea

1 THE DEFENDANT: Yes, your Honor.

2 THE COURT: Do you understand that the government may
3 choose not to submit such a letter based on its own assessment
4 of your compliance with the plea agreement and the extent of
5 your cooperation?

6 THE DEFENDANT: Yes, your Honor.

7 THE COURT: Do you understand that under the terms of
8 your plea agreement even if you later learn that the government
9 withheld from your counsel certain information that would have
10 been helpful to you in defending yourself at trial you wouldn't
11 be able to complain about that or withdraw your guilty plea on
12 that basis?

13 THE DEFENDANT: Yes, your Honor.

14 THE COURT: You do understand that?

15 THE DEFENDANT: Yes.

16 THE COURT: OK. Do you understand that the terms of
17 the plea agreement including any recommendations that may be
18 made by the government related to sentencing will not be
19 binding on the sentencing judge?

20 THE DEFENDANT: Yes, your Honor.

21 THE COURT: The sentencing judge as we briefly
22 discussed, may reject those recommendations and could impose a
23 more severe sentence than you expect without permitting you to
24 withdraw your plea of guilty. The sentencing judge will be
25 required to make his or her own independent calculation of the

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Plea

1 appropriate sentencing range for you under the sentencing
2 guidelines and will also have the discretion to give you a
3 sentence below or above that range up to the maximum that we
4 discussed earlier.

5 In addition to the guidelines and possible departures
6 from the guidelines, the sentencing judge will consider all of
7 the factors set forth at 18 U.S.C. Section 3553(A). In other
8 words, the sentencing judge will pronounce whatever sentence
9 she or he believes is the appropriate sentence for you even if
10 that sentence is different from the one recommended by the
11 government as a result of your cooperation.

12 Do you understand that?

13 THE DEFENDANT: Yes, your Honor.

14 THE COURT: In addition, the Court will at the time of
15 sentencing consider a presentence report. It will be prepared
16 by the probation department in advance of your sentencing and
17 both you and the government will have the opportunity to
18 challenge the facts set forth in that report.

19 Mr. Sood, do you understand that there is no parole in
20 the federal system?

21 THE DEFENDANT: Yes.

22 THE COURT: If you are sentenced to prison you will
23 not be released early on parole.

24 Before I go on, let me ask both counsel if there are
25 any other provisions of the plea agreement that you would like

I8RAASOOP

Plea

1 me to go over with Mr. Sood?

2 MR. SOLOWIEJEZYK: Not from the government, your
3 Honor.

4 MR. ZACK: No, your Honor.

5 THE COURT: Thank you, counsel.

6 Mr. Sood, aside from what is in the plea agreement
7 itself, have any promises been made to you to influence you to
8 plead guilty?

9 THE DEFENDANT: No, your Honor.

10 THE COURT: Have any promises been made to you
11 concerning the actual sentence you will ultimately receive?

12 THE DEFENDANT: No, your Honor.

13 THE COURT: Now that you have been advised of the
14 charges against you, the possible penalties you face and the
15 rights that you are giving up, is it still your intention to
16 plead guilty to Counts One through Three of the information in
17 this case?

18 THE DEFENDANT: Yes, your Honor.

19 THE COURT: Is your plea voluntary and made of your
20 own free will?

21 THE DEFENDANT: Yes, your Honor.

22 THE COURT: Please rise.

23 Mr. Sood, with respect to Count One how do you plead,
24 guilty or not guilty?

25 THE DEFENDANT: Guilty.

I8RAASOOP

Plea

1 THE COURT: With respect to the Count Two how do you
2 plead?

3 THE DEFENDANT: Guilty.

4 THE COURT: With respect to the Count Three, how do
5 you plead?

6 THE DEFENDANT: Guilty.

7 THE COURT: You may be seated.

8 Please tell me in your own words what you did that
9 makes you guilty of those crimes. You can use notes. That's
10 fine.

11 THE DEFENDANT: From 2016 to September 2017, in the
12 Southern District of New York, I agreed with others to make
13 payments to coaches at NCAA member universities and to families
14 of then current and prospective NCAA student-athletes in
15 exchange for the current and prospective student-athletes
16 retaining me as a financial adviser. On one occasion I made a
17 two thousand payment by check to a coach at an NCAA member
18 university in exchange --

19 THE COURT: I'm sorry. You made a two thousand
20 payment?

21 THE DEFENDANT: Two thousand dollars payment by check
22 to a coach at the NCAA member university in exchange for the
23 coach's recommending that players hire me as a financial
24 adviser. The overt acts in the information accurately describe
25 my conduct.

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Plea

1 I believed that NCAA rules prohibited current or
2 prospective NCAA student-athletes or their familiars from
3 receiving these types of payments. I believed that the players
4 would not disclose these payments to their universities and
5 that receipt of those payments by the players and/or their
6 families could make the players ineligible, causing harm to the
7 university. Some of this conduct took place over the phone and
8 by e-mail and by traveling interstate commerce.

9 THE COURT: At the time you engaged in this conduct,
10 Mr. Sood, did you know that the acts were wrong?

11 THE DEFENDANT: I did not. (Pause) Sorry. Yes, yes,
12 I did.

13 THE COURT: You knew what that you were doing was
14 wrong?

15 THE DEFENDANT: Yes.

16 THE COURT: Let me ask the government's counsel, do
17 you believe that is a sufficient factual predicate for a guilty
18 plea?

19 MR. SOLOWIEJEZYK: Yes, your Honor. And the
20 government would also proffer with respect to the venue that
21 the government would prove that there were meetings that
22 occurred in the Southern District of New York and telephone
23 calls that were made to and from the Southern District of New
24 York in furtherance of the crimes charged.

25 THE COURT: Mr. Sood, I do note that you were reading

I8RAASOOP

Plea

1 from notes when you told me what conduct you engaged in. Did
2 your attorney help prepare that statement?

3 THE DEFENDANT: Yes, your Honor.

4 THE COURT: Do you adopt those words as your own?

5 THE DEFENDANT: Yes, your Honor.

6 THE COURT: Is everything that you just told me true?

7 THE DEFENDANT: Yes, your Honor.

8 THE COURT: Thank you.

9 Does the government represent that it has sufficient
10 evidence to establish guilt beyond a reasonable doubt at trial
11 and would you like to make a proffer?

12 MR. SOLOWIEJEZYK: Yes, your Honor.

13 The government will represent that and briefly, the
14 evidence would consist of among other things, testimony from
15 other witnesses, wiretapped recorded calls, consensually
16 recorded calls and meetings and e-mail and other documentary
17 evidence including financial records.

18 THE COURT: Mr. Sood, on the basis of your responses
19 to my questions and my observation of your demeanor, I find
20 that you are competent to enter a guilty plea. I am satisfied
21 that you understand your rights including your right to have
22 your case considered by a grand jury and your right to go to
23 trial. I believe you are aware of the consequences of your
24 plea, including the sentence that may be imposed and I conclude
25 that you are voluntarily pleading guilty and that you have

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Plea

1 admitted that you are guilty as charged in Counts One through
2 Three of the information. For these reasons, I will recommend
3 that the Court accept your plea.

4 I will ask the government to order a copy of the
5 transcript in due course.

6 I will not schedule probation department interviews at
7 this time.

8 Are there any objections to continuing the present
9 bail and has it been modified in any way?

10 MR. SOLOWIEJEZYK: There are no objections, your
11 Honor. I believe defense counsel wanted to note one
12 modification as was made on the record which is not reflected
13 in the plea agreement.

14 THE COURT: Counsel.

15 MR. ZACK: Your Honor, since bail was originally
16 imposed bail's been modified to permit Mr. Sood to travel at
17 his discretion with just notice to Pretrial Services rather
18 than getting permission in advance.

19 THE COURT: And with that addendum you otherwise
20 believe that the plea agreement accurately sets out the
21 conditions of your client's bail?

22 MR. ZACK: Yes, your Honor.

23 THE COURT: All right. Mr. Sood, the conditions on
24 which you have been released up until now including the
25 modification that your attorney just advise the Court of,

I8RAASOOP

Plea

1 continue to apply. A violation those conditions could have
2 serious consequences including revocation of bail and
3 prosecution for bail jumping.

4 Do you understand that?

5 THE DEFENDANT: Yes, your Honor.

6 THE COURT: Anything further on this matter from the
7 government?

8 MR. SOLOWIEJEZYK: No, your Honor.

9 THE COURT: From defense?

10 MR. ZACK: No, your Honor.

11 THE COURT: We are adjourned.

12 Thank you, gentlemen.

13 (Adjourned)

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I hereby certify that the foregoing is a true and accurate transcript, to the best of my skill and ability, from my stenographic notes.


Official Court Reporter
U.S. District Court

EXHIBIT 7

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 9/24/19

UNITED STATES DISTRICT COURT

Southern District of New York

UNITED STATES OF AMERICA

v.

MUNISH SOOD

JUDGMENT IN A CRIMINAL CASE

Case Number: 18 CR 620 (KMW)

USM Number: 79577-054

Richard Zack, Esq. (AUSA Noah Solowiejczyk)

Defendant's Attorney

THE DEFENDANT:

pleaded guilty to count(s) 1 (one), 2 (two) and 3 (three)

pleaded nolo contendere to count(s) _____
which was accepted by the court.

was found guilty on count(s) _____
after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 USC 371	Conspiracy to Commit Bribery, Honest Services Fraud and Travel Act Offenses	9/30/2017	1
18 USC 666(a)(2)	Payments of Bribery to an Agent of Federally Funded	9/30/2017	2

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

The defendant has been found not guilty on count(s) _____

Count(s) _____ is are dismissed on the motion of the United States.

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

9/12/2019
Date of Imposition of Judgment

Kimba M. Wood
Signature of Judge

KIMBA M. WOOD, U.S.D.J.
Name and Title of Judge

9-19-19
Date

DEFENDANT: MUNISH SOOD
CASE NUMBER: 18 CR 620 (KMW)

ADDITIONAL COUNTS OF CONVICTION

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
	Organization		
18 USC 1349	Conspiracy to Commit Wire Fraud	9/30/2017	3

OS Received 04/29/2021

DEFENDANT: MUNISH SOOD
CASE NUMBER: 18 CR 620 (KMW)

IMPRISONMENT

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

No time in custody

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

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

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

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

as notified by the United States Marshal.

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

before 2 p.m. on _____

as notified by the United States Marshal.

as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

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

UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: MUNISH SOOD
CASE NUMBER: 18 CR 620 (KMW)

SUPERVISED RELEASE

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

No supervised release is imposed.

MANDATORY CONDITIONS

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

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

DEFENDANT: MUNISH SOOD
 CASE NUMBER: 18 CR 620 (KMW)

CRIMINAL MONETARY PENALTIES

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

	<u>Assessment</u>	<u>JVTA Assessment*</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$ 300.00	\$	\$ 25,000.00	\$

- The determination of restitution is deferred until 12/11/2019. An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.
- The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

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

<u>Name of Payee</u>	<u>Total Loss**</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>

TOTALS	\$	<u>0.00</u>	\$	<u>0.00</u>
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- Restitution amount ordered pursuant to plea agreement \$ _____
- The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).
- The court determined that the defendant does not have the ability to pay interest and it is ordered that:
 - the interest requirement is waived for the fine restitution.
 - the interest requirement for the fine restitution is modified as follows:

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

OS Received 04/29/2021

DEFENDANT: MUNISH SOOD
CASE NUMBER: 18 CR 620 (KMW)

SCHEDULE OF PAYMENTS

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

- A Lump sum payment of \$ 300.00 due immediately, balance due
 - not later than _____, or
 - in accordance with C, D, E, or F below; or
- B Payment to begin immediately (may be combined with C, D, or F below); or
- C Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F Special instructions regarding the payment of criminal monetary penalties:

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

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

Joint and Several

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

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

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

EXHIBIT 8

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v. -

MUNISH SOOD,

Defendant.

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 11/1/19

Order of Restitution

18 Cr. 620 (KMW)

KIMBA M. WOOD, United States District Judge:

Upon the application of the United States of America, by its attorney, Audrey Strauss, Attorney for the United States Acting Under Authority Conferred by 28 U.S.C. § 515, Noah Solowiejczyk, Assistant United States Attorney, of counsel; the Presentence Investigation Report for MUNISH SOOD, the defendant; the conviction of MUNISH SOOD, the defendant, on Count Three of the above-referenced Information; the Government's Sentencing Submission, dated September 5, 2019; and the Government's submission, dated October 28, 2019; and all other proceedings in this case, it is hereby ORDERED that:

1. Amount of Restitution. MUNISH SOOD, the defendant, shall pay restitution in the total amount of \$28,261 to the victims of the offense charged in Count Three of the above-referenced Indictment. The names, addresses, and specific amounts owed to each victim are set forth in the Schedule of Victims attached hereto. Upon advice of a change of address, the Clerk of the Court is authorized to send payments to the new address without further order of this Court.

2. Joint and Several Liability. Defendant's liability for restitution shall be joint and several with the following defendants who have been ordered to make restitution for offenses in this matter: JAMES GATTO, a/k/a "Jim," MERL CODE, and CHRISTIAN DAWKINS, in *United States v. Gatto*, 17 Cr. 686 (LAK), and THOMAS GASSNOLA, in *United States v. Gassnola*, 18

Cr. 252 (LAK). Defendant's liability for restitution shall continue unabated until either the Defendant has paid the full amount of restitution ordered herein, or every victim has been paid the total amount of its loss from all the restitution paid by the Defendant and co-defendants in this matter.

3. Sealing. Consistent with 18 U.S.C. §§3771(a)(8) & 3664(d)(4) and Federal Rule of Criminal Procedure 49.1, to protect the privacy interests of victims, the Schedule of Victims attached hereto shall be filed under seal, except that copies may be retained and used or disclosed by the Government, the Clerk's Office, and the Probation Department, as need be to effect and enforce this Order, without further order of this Court.

Dated: New York, New York
Oct. 31, 2019

SO ORDERED:



THE HONORABLE KIMBA M. WOOD
UNITED STATES DISTRICT JUDGE

EXHIBIT 9

Ia3dgat1

1 UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

2 -----x

3 UNITED STATES OF AMERICA,

4 v.

17 Cr. 686 (LAK)

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

7 Defendants.

8 -----x

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

10 Before:

11 HON. LEWIS A. KAPLAN,

12 District Judge
13 and a Jury

14 APPEARANCES

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

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

19 WILLKIE FARR & GALLAGHER LLP
20 Attorneys for Defendant Gatto

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

Ia3dga1

1 APPEARANCES (Cont'd)

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

4 MERL F. CODE

5 HANEY LAW GROUP PLLC
Attorneys for Defendant Dawkins

6 BY: STEVEN A. HANEY

7

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

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Ia3dgat1

Sood - direct

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

Ia3dgat1

Sood - direct

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

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

4 Where did you meet Brian Bowen, Sr.?

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

6 Q. What happened in the parking lot?

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

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

9 A. Christian Dawkins, Merl Code and Adidas.

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

11 A. To ensure that Brian Bowen would attend University of
12 Louisville.

13 Q. You mentioned Christian Dawkins. Do you see him here in
14 the courtroom today?

15 A. Yes.

16 Q. Can you please identify Mr. Dawkins and describe an article
17 of clothing that he is wearing and where he is seated?

18 A. It looks like row two and wearing a gray jacket, light
19 gray.

20 Q. Can you just say -- explain where he is seated?

21 A. Oh, second row, wearing a gray -- light gray jacket with a
22 blue tie.

23 Q. You mentioned Merl Code. Do you see him in the courtroom
24 today?

25 A. Yes.

Ia3dgat1

Sood - direct

1 Q. Can you please identify where he is seated and an article
2 of clothing he is wearing?

3 A. Sure. Again, second row, wearing a dark gray sports coat,
4 or suit jacket.

5 MR. SOLOWIEJCZYK: Your Honor, may the record reflect
6 that the witness has identified the Defendant Christian
7 Dawkins?

8 THE COURT: Yes.

9 MR. SOLOWIEJCZYK: And that the witness has identified
10 the Defendant Merl Code?

11 THE COURT: Yes.

12 BY MR. SOLOWIEJCZYK:

13 Q. Mr. Sood, what was your understandings as to where Mr. Code
14 was employed at the time you made this payment?

15 A. Adidas.

16 Q. Have you pleaded guilty to a federal crime as a result of
17 your involvement in the payments to Brian Bowen, Sr.?

18 A. Yes.

19 Q. We'll come back to that later. I want to ask you a few
20 more questions about your employment background.

21 Mr. Sood, where do you currently work?

22 A. Princeton Advisory Group.

23 Q. What kind of company is Princeton Advisory Group?

24 A. Financial services.

25 Q. Where is it based?

Ia3dgate1

Sood - direct

- 1 A. New Jersey.
- 2 Q. Who owns the company?
- 3 A. I do.
- 4 Q. When did you found Princeton Advisory Group?
- 5 A. 2002.
- 6 Q. Approximately how many employees do you have?
- 7 A. Five.
- 8 Q. And, generally, what kinds of services do you provide to
9 your clients?
- 10 A. Primarily investment services to primarily investors,
11 doctors and professional athletes.
- 12 Q. Does that include managing portfolios for clients?
- 13 A. Yes, it does.
- 14 Q. Mr. Sood, were you employed anywhere else before founding
15 Princeton Advisory Group?
- 16 A. I worked at a couple of large banks in New York City.
- 17 Q. You mentioned that some of your clients are professional
18 athletes. How did you first get involved in working with
19 athletes?
- 20 A. About in around 2011, I got involved with professional
21 athletes through someone I met based in Pittsburgh by the name
22 of Marty Blazer.
- 23 Q. Did there come a time when you started a company with Marty
24 Blazer?
- 25 A. Yes.

Ia3dgat1

Sood - direct

1 A. I understood him to be a quasi-business manager slash what
2 you could call a runner, which is he was responsible for
3 management relationships with some of the younger players.

4 Q. You mentioned the term "runner." Does that include trying
5 to recruit new players?

6 A. Yes.

7 Q. And at what stage of their careers were these players that
8 Dawkins was involved recruiting?

9 A. College.

10 Q. Did you end up meeting Mr. Dawkins?

11 A. I did.

12 Q. What did Dawkins tell you, if anything, about how you could
13 be of assistance in his efforts?

14 A. You know, he mentioned that since he has a pretty big
15 network of clients, he was looking to work with one or two
16 financial advisors.

17 Q. And what was he offering to do for you with respect to
18 these players?

19 A. Access to the players and have an opportunity to work with
20 them on the financial side.

21 Q. What assistance, if any, was he looking for from you?

22 A. Financial, to help cover some costs.

23 Q. What you do mean by that, Mr. Sood?

24 A. To -- there were times when players, their families, or
25 so-called their handlers required money and that's what he

Ia3dgat1

Sood - direct

1 would need support with.

2 Q. When you say "support," do you mean asking you for money,
3 Mr. Sood?

4 A. Yes, that's correct.

5 Q. Mr. Sood, did you ultimately agree to provide certain of
6 these payments to Mr. Dawkins?

7 A. Yes.

8 Q. What were you hoping to get for providing this money?

9 A. An opportunity to work with the players.

10 Q. I want to direct your attention to what's been marked for
11 identification as Government Exhibit 516. It is going to be in
12 the binder that is in front of you.

13 Do you recognize that document?

14 A. Yes.

15 Q. What is it?

16 A. It's an email from Christian Dawkins on April 10, 2016. It
17 was sent to myself and Marty Blazer.

18 Q. What does the email generally pertain to?

19 A. His plans, his goals.

20 MR. SOLOWIEJCZYK: Your Honor, the government offers
21 Government Exhibit 516.

22 THE COURT: Received.

23 (Government's Exhibit 516 received in evidence)

24 MR. SOLOWIEJCZYK: Permission to publish?

25 THE COURT: Yes.

Ia3dgat1

Sood - direct

1 A. That he had fronted money to players.

2 Q. Anybody else?

3 A. Also players' family members.

4 MR. HANEY: Your Honor, objection. This goes into the
5 witness speculating what my client may have meant by the email.

6 THE COURT: The word "objection" will suffice.

7 MR. HANEY: Thank you, your Honor.

8 THE COURT: Unless I ask for more.

9 Sustained.

10 BY MR. SOLOWIEJCZYK:

11 Q. Mr. Sood, in this section of the email, you reference
12 Beasley. Who is Beasley?

13 A. Malik Beasley.

14 Q. And who is he?

15 A. He was a college player at Florida State University and
16 transitioning to the NBA.

17 Q. Did Dawkins ever facilitate a meeting with you with Malik
18 Beasley and you?

19 A. He did, with his family, yes.

20 Q. What was the point of that meeting?

21 A. For them to consider working with me on the financial
22 services front.

23 Q. What, if anything, did Dawkins tell the family of Malik --
24 withdrawn.

25 What did Mr. Dawkins tell you, if anything, as to what

Ia3dgat1

Sood - direct

1 the family of Malik Beasley was looking for?

2 A. He said that once -- whichever advisor he decided to go
3 with, he would require a loan for \$50,000.

4 Q. Did you end up providing that loan?

5 A. I did.

6 Q. And did Beasley enter the NBA draft?

7 A. He did.

8 Q. Was he selected?

9 A. Yes.

10 Q. The loan you are speaking of, was it provided before or
11 after Beasley declared for the NBA draft?

12 A. It was provided after.

13 Q. What, if anything, did Dawkins tell you about how the money
14 for the loan would be used?

15 A. He mentioned that part of it would go back to pay back some
16 expenses owed to him.

17 Q. Expenses he had previously provided, is that your
18 understanding?

19 A. Yes.

20 MR. HANEY: Your Honor, I object again.

21 THE COURT: It is a little late out of the starting
22 gate.

23 MR. HANEY: Your Honor, the question has already come
24 and been answered. May I state my objection, your Honor?

25 THE COURT: No.

Ia3dgat1

Sood - direct

1 MR. HANEY: Thank you.

2 BY MR. SOLOWIEJCZYK:

3 Q. There is also a reference to Isaiah Whitehead in this
4 email. Do you see that?

5 A. Yes.

6 Q. Who was Whitehead?

7 A. He was a college player at Seton Hall.

8 Q. Did Whitehead enter the NBA draft?

9 A. He did.

10 Q. Was he selected?

11 A. Yes.

12 Q. Did you ever provide a loan to Whitehead or his family?

13 A. I did.

14 Q. How much?

15 A. 5,000.

16 Q. Was this provided before or after he declared for the NBA
17 draft?

18 A. After.

19 MR. HANEY: I object, your Honor.

20 THE COURT: Pardon me.

21 MR. HANEY: I would object.

22 THE COURT: Overruled.

23 BY MR. SOLOWIEJCZYK:

24 Q. Did Whitehead ever become a client for you?

25 A. No.

Ia3dgat1

Sood - direct

- 1 Q. Mr. Sood, further down the email there is a discussion of
2 Edmond Sumner. Was Edmond Sumner also a basketball player?
- 3 A. Yes.
- 4 Q. At the time of this email, was he in the NBA or in college?
- 5 A. College.
- 6 Q. What was Dawkins requesting with respect to Sumner?
- 7 A. Providing approximately -- providing almost 70 -- or
8 providing \$75,000 over a course of one year.
- 9 Q. Did you ever provide those funds?
- 10 A. No.
- 11 Q. Did Sumner ever enter the NBA draft?
- 12 A. Yes.
- 13 Q. Did he become a client for you?
- 14 A. Yes.
- 15 Q. Did you ever provide any funds to Sumner or his family?
- 16 A. We provided him with a loan post draft.
- 17 Q. Other than that loan, did you have to expend any other
18 funds to recruit Sumner as a client?
- 19 A. Yes.
- 20 Q. What did you have to do?
- 21 A. Christian asked that I pay a different advisor I believe it
22 was \$20,000 in order to have the business move over to me.
- 23 Q. And you did that?
- 24 A. Yes.
- 25 Q. Further down in the email, there is a reference to Markelle

Ia3dgat1

Sood - direct

1 Fultz.

2 A. Fultz.

3 Q. And at what stage of his career was Mr. Fultz at the time
4 of this email?

5 A. College.

6 Q. What did Dawkins propose you do with respect to Fultz?

7 A. He offered to help set up a meeting with his handler. In
8 return, you know, helping his gentleman named Keith Williams,
9 Keith Williams' AAU program.

10 Q. And what was he asking for from you specifically?

11 A. \$30,000.

12 Q. Did you end up providing those funds to Mr. Dawkins?

13 A. Yes, I gave a \$30,000 loan.

14 Q. What were you hoping to get out of making that payment?

15 A. An opportunity to work with Markelle or at least meet his
16 team.

17 Q. Did Fultz ultimately enter the NBA draft?

18 A. Yes.

19 Q. Was he selected?

20 A. Yes.

21 Q. Did he ever become a client for you?

22 A. No.

23 Q. Directing you to the bottom of this page, there is a
24 reference to Brian Bowen. Do you see that?

25 A. Yes.

Ia3dgat1

Sood - direct

1 Q. Can you just read that aloud, please?

2 A. "Brian Bowen - He is a kid that is a little bit more of a
3 long term project, \$1,500 a month is what he will need. He is
4 a Saginaw Michigan kid, and I've known the family for years.
5 He's a for sure pro."

6 Q. Prior to this email, had you ever heard of Brian Bowen?

7 A. No.

8 Q. Dawkins mentioned Bowen is a long term project. What did
9 you understand Dawkins to mean when he wrote that?

10 MR. HANEY: I would object, your Honor.

11 THE COURT: Sustained.

12 MR. SOLOWIEJCZYK: Could we have a sidebar briefly,
13 your Honor?

14 THE COURT: No. You need to lay a foundation.

15 BY MR. SOLOWIEJCZYK:

16 Q. What stage of his career did you believe Bowen was in at
17 this point?

18 A. High school.

19 Q. And what was Dawkins specifically asking you for?

20 A. \$1,500 a month to support.

21 Q. Did you make those payments at that time?

22 A. I did not.

23 Q. Mr. Sood, other than the players that are referenced in
24 this email, were you involved in making any other payments to
25 the families or associates of college basketball players?

Ia3dgat1

Sood - direct

1 A. Yes.

2 Q. Did you have any contact with anyone else employed by ASM
3 Sports?

4 A. Yes.

5 Q. Who was that?

6 A. A sports agent by the name of Stephen Pina.

7 Q. What was Stephen Pina's role at ASM Sports?

8 A. He was a registered agent.

9 Q. Did Mr. Pina ever request any funds from you?

10 A. Yes.

11 Q. What did he tell you the funds were for?

12 A. Ultimately for handlers of players, college players.

13 Q. What players were you specifically trying to recruit with
14 Mr. Pina?

15 A. I recall Kyle Kuzma, Davon Reed.

16 Q. Did you provide any money to Pina in an effort to recruit
17 Kuzma?

18 A. Yes.

19 Q. Did you know who that money was intended for?

20 A. It was given to the handler. It was provided to the
21 handler.

22 Q. You have been talking about the term "handler." Who do you
23 mean by that?

24 A. Somebody who was like in the inner circle for a player.

25 Q. Where did you learn the term handler?

Ia3dgat1

Sood - direct

- 1 A. From Christian Dawkins.
- 2 Q. The payments you provided to Pina, were they when Kuzma was
3 still in college or afterwards?
- 4 A. During college.
- 5 Q. Did Kuzma ever enter the NBA?
- 6 A. Yes.
- 7 Q. Did he become a client of yours?
- 8 A. Yes.
- 9 Q. Is he still a client of yours today?
- 10 A. Yes.
- 11 Q. What, if anything, did you tell Mr. Kuzma about the fact
12 you pleaded guilty in this case?
- 13 A. I told him the facts of what I pleaded guilty to.
- 14 Q. And did you tell him you pleaded guilty?
- 15 A. Yes.
- 16 Q. You mentioned Davon Reed. Is he another client of yours?
- 17 A. Yes.
- 18 Q. Did you ever provide any funds to Davon Reed?
- 19 A. After the draft.
- 20 Q. Post draft?
- 21 A. Post draft.
- 22 Q. So, Mr. Sood, prior to your being introduced to Christian
23 Dawkins, had you ever been involved in making payments to the
24 families or associates of college basketball players?
- 25 A. No.

Ia3dgat1

Sood - direct

1 Q. What about the families or associates of high school
2 basketball players?

3 A. No.

4 Q. What, if anything, did Dawkins tell you regarding the
5 rationale for making such payments?

6 A. That if I was going to be successful in the business, it
7 came with the territory.

8 Q. Now, Mr. Sood, you referenced certain loans that you made
9 to players after they declared for the NBA draft. What was
10 your understanding at the time about whether those payments
11 were permitted under the NCAA rules?

12 A. They were. I believe they were permitted.

13 Q. You also testified about certain funds you provided while
14 players were still in college. What did you believe as to
15 whether those were permitted under the NCAA rules?

16 A. They were not.

17 Q. What was your understanding of what impact those payments
18 could have on the college players?

19 A. Potentially loss of a scholarship or their amateur status.

20 Q. Mr. Sood, directing your attention to May of 2017, did
21 there come a time when Christian Dawkins informed you that he
22 was leaving ASM Sports?

23 A. Yes.

24 Q. What did he tell you he was going to do?

25 A. He wanted to set up his own sports management company.

Ia3dgat1

Sood - direct

1 Jeff DeAngelo had available to invest?

2 A. It seemed like he had a substantial amount of money, you
3 know, that he would be able to infuse into this company.

4 Q. Did there come a time when you learned that Jeff DeAngelo
5 was not in fact who he said he was?

6 A. Yes.

7 Q. What did you learn?

8 A. The day I was arrested, I learned that he was an undercover
9 FBI agent.

10 Q. Mr. Sood, you mentioned your arrest. When were you
11 arrested?

12 A. September 26, 2016.

13 Q. 2016?

14 A. Sorry. '17.

15 Q. On the day of your arrest, did you speak with law
16 enforcement?

17 A. Yes.

18 Q. Were you questioned about your activities involving college
19 basketball?

20 A. I was.

21 (Continued on next page)

22

23

24

25

IA38GAT2

Sood - Direct

1 Q. When you were asked about the payments to Brian Bowen
2 Senior, were you truthful about what happened?

3 A. I was not.

4 Q. Were you truthful about the amount of money that you had
5 provided to Bowen Senior?

6 A. I was not.

7 Q. Were you truthful about the purpose of the payment?

8 A. No.

9 Q. Were you asked about various other activities that you had
10 been involved in in college basketball recruiting?

11 A. Yes.

12 Q. Were you truthful about those activities?

13 A. No.

14 Q. Why were you not truthful, Mr. Sood?

15 A. I was scared, I was nervous, just been arrested.

16 Q. After you were arrested, did you later decide to cooperate
17 with law enforcement?

18 A. I did.

19 Q. Did you meet with the government and tell the government
20 about your conduct?

21 A. Yes.

22 Q. At those meetings, were you truthful about your conduct?

23 A. Yes.

24 Q. In addition to discussing college basketball, did you also
25 meet with another U.S. attorney's office?

IA38GAT2

Sood - Direct

1 under your cooperation agreement?

2 A. Tell the truth, provide relevant information, and not
3 commit any crimes.

4 Q. If you live up your obligations under the agreement, what
5 is your understanding of what the government will do?

6 A. They will tell my judge I cooperated and all the other
7 facts of my case.

8 Q. Are they going to tell the judge just about your
9 cooperation or other things as well?

10 A. Everything.

11 Q. Does that include your crimes?

12 A. Yes.

13 Q. What are you hoping will happen as a result of the
14 government writing this letter to the judge?

15 A. I hope to get the best sentence possible.

16 Q. Will the government recommend a specific sentence to the
17 judge?

18 A. No.

19 Q. What is the highest sentence that you can get for all the
20 crimes that you pleaded guilty to?

21 A. 35 years.

22 Q. In addition to the scheme to pay players and their
23 families, did you also plead guilty to bribing public
24 officials?

25 A. Yes.

IA38GAT2

Sood - Direct

1 Q. Who were those officials?

2 A. Coaches.

3 Q. Under this agreement, did you receive immunity for certain
4 things?

5 A. Yes.

6 Q. What did you receive immunity for?

7 A. Lying to the FBI.

8 Q. Is 35 years the maximum punishment even if the government
9 writes that letter to the judge?

10 A. Yes.

11 Q. Do you face any fines?

12 A. Yes.

13 Q. What is your understanding of who will ultimately decide
14 your sentence?

15 A. A judge.

16 Q. Is the judge required to give you a lower sentence if the
17 government writes a letter on your behalf?

18 A. No.

19 Q. If you violate the cooperation agreement, do you believe
20 that the government will still write that letter to the judge?

21 A. No.

22 Q. Have you been promised that you will get a lower sentence
23 as a result of your cooperation?

24 A. No.

25 Q. Have any promises been made to you about the sentence that

Ia3dgat5

Sood - cross

1 Q. And you knew, under management, that a number of those
2 players were millionaires, didn't you?

3 A. Yes.

4 Q. I mean, you are a financial guy, right?

5 A. Correct.

6 Q. So it's your business to know those types of things, isn't
7 it?

8 A. Yes.

9 Q. And, in fact, multiple clients of ASM ended up retaining
10 you to provide their financial advice; is that a fair
11 statement?

12 A. Yes.

13 Q. And to refresh your memory -- and correct me if I am
14 wrong -- that would have included NBA player Malik Beasley?

15 A. Yes.

16 Q. NBA player Edmond Sumner?

17 A. Yes.

18 Q. NBA player Davon Reed?

19 A. Yes.

20 Q. NBA player Kyle Kuzma, who currently plays for the Los
21 Angeles Lakers?

22 A. Yes.

23 Q. Correct? Thank you.

24 And, in fact, once you were retained by these
25 basketball players, you provided these basketball players with

Ia3dgat5

Sood - cross

1 A. Yes.

2 Q. You were one of the founders of that bank, weren't you?

3 A. Yes.

4 Q. You even searched as the chairman of the board of that
5 bank, right?

6 A. Yes.

7 Q. You founded the investment firm involved in this case, the
8 Princeton Advisory Group, didn't you?

9 A. Yes.

10 Q. And you are the sole owner, you have employees?

11 A. Correct.

12 Q. And you are the CEO?

13 A. Yes.

14 Q. Right?

15 And, in fact, Princeton Advisory Group was registered
16 with the Securities Exchange Commission, am I right?

17 A. That's correct.

18 Q. And managed in excess of \$500 million, isn't that right?

19 A. That's correct.

20 Q. So that's a fairly impressive résumé, wouldn't you agree?

21 A. OK.

22 Q. Well, you don't have to.

23 A. Thank you.

24 Q. Don't be humble. You are welcome.

25 You have substantial education and experience in

Ia3dgat5

Sood - cross

1 Q. College athletes, basketball players?

2 THE COURT: Sustained.

3 MR. HANEY: Thank you.

4 Q. Was there ever any point in time where ASM agent Stephen
5 Pina approached you and said he needed help recruiting players?

6 A. Yes.

7 Q. And you understood that "recruiting players" meant while
8 they were still in college, didn't you?

9 A. Yes.

10 Q. And he wanted your help to give them money, didn't he?

11 A. Yes.

12 Q. And, in fact, you agreed to fund those payments to college
13 athletes in change for Mr. Pina recommending you then later to
14 be the financial planner, right?

15 A. Correct.

16 Q. That was the deal you and Stephen Pina had, correct?

17 A. Yes.

18 Q. And it had nothing to do with Christian Dawkins, did it?

19 A. No.

20 Q. Because those weren't Christian Dawkins' clients because he
21 didn't have clients, correct?

22 (Pause)

23 Christian Dawkins had no clients at ASM if he wasn't
24 an agent, right?

25 A. Again, I'm not sure what the definition is.

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9 I hereby certify that the foregoing is a true and

10 accurate transcript, to the best of my skill and ability, from

11 my stenographic notes.

12

13 *Vincent Bologna*

14 Official Court Reporter

15 U.S. District Court >

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25

EXHIBIT 10

J4Q9DAW1

1 UNITED STATES DISTRICT COURT
 2 SOUTHERN DISTRICT OF NEW YORK

-----x
 3 UNITED STATES OF AMERICA,

4 v.

17 CR 684 (ER)

5 CHRISTIAN DAWKINS AND MERL
 6 CODE,

7 Defendants.
 8 -----x

New York, N.Y.
 April 26, 2019
 9:00 a.m.

9 Before:

10 HON. EDGARDO RAMOS

11 District Judge

12 APPEARANCES

13 GEOFFREY S. BERMAN
 14 United States Attorney for the
 15 Southern District of New York

16 ROBERT L. BOONE

NOAH D. SOLOWIEJCZYK

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BY: DAVID A. CHANEY, JR.

-and-

21 NEXSEN PRUET, LLC

BY: ANDREW A. MATHIAS

22 MARK C. MOORE

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23 ALSO PRESENT: JOHN VOURDERIS, Special Agent FBI
 24 YOLANDA BUSTILLO, Paralegal Specialist USAO
 25 EMILY GOLDMAN, Paralegal Specialist USAO

J4QHDaw4

Sood - Direct

1 Q. Was Dawkins interested in working with you to recruit these
2 players as clients?

3 A. Yes.

4 Q. Did Dawkins say how, if at all, you could be of assistance
5 in these recruitment efforts?

6 A. That from time to time these players need money, so if I
7 could help with that, that could help him recruit these
8 players.

9 Q. What, if anything, did you think at the time you could gain
10 from providing that money to Dawkins?

11 A. Access to these potential players.

12 Q. Generally speaking, were some of the payments Dawkins
13 requested from you intended for the players themselves or their
14 families?

15 A. Both.

16 Q. Did you ultimately agree to make certain of the payments
17 that Dawkins requested?

18 A. Yes.

19 Q. Now, Mr. Sood, besides making payments to players and their
20 families, was there anyone else that Dawkins recommended that
21 you pay?

22 A. Coaches.

23 Q. Any specific coach?

24 A. College coaches.

25 Q. Did there come a time when he introduced you to a college

J4QHDaw4

Sood - Direct

1 Q. Who's it to?

2 A. To myself and Marty Blazer.

3 Q. What's the date on the email?

4 A. April 10, 2016.

5 Q. I would just ask, if you could, if you could just read the
6 first paragraph starting with the second sentence that starts
7 "I want to have my own support system." Do you see that?

8 A. Yes. OK. "I want to have my own support system, and I
9 want to be able to facilitate things on my own, independent of
10 ASM. I will sign elite guys, that isn't the issue. I just
11 have to have the resources to continue. I will make sure you
12 guys get Beasley and Isaiah Whitehead this year, and both could
13 be first round picks. Moving forward, I need confirmation on
14 certain things to know how I will be able to operate. It can't
15 be much gray area anymore. The business is nonstop, and I have
16 to be able to sustain things and have a clear picture if I can
17 do things with you guys or take opportunities elsewhere. I
18 took care of these situations all the way through, and there's
19 a lot of money out."

20 Q. When Mr. Dawkins said to you, "I took care of these
21 situations all the way through, and there's a lot of money
22 out," what did you understand that to mean at the time?

23 A. That he was paying players, their families, coaches from
24 his personal funds.

25 Q. Take a look at -- there's a mention a couple lines up of

J4QHDaw4

Sood - Direct

1 somebody named Beasley.

2 A. Yes.

3 Q. Do you know who that is?

4 A. He was a player at Florida state, full name is Malik
5 Beasley.

6 Q. At the time he was in college, is that right?

7 A. Yes.

8 Q. Did Dawkins ever facilitate a meeting for you with Malik
9 Beasley or his family?

10 A. Yes.

11 Q. What was the point of that meeting?

12 A. To introduce -- introduce me to the family to see if they
13 would be interested in retaining me as a financial adviser.

14 Q. What, if anything, did Dawkins tell you the family of Malik
15 Beasley was looking for from a financial adviser?

16 A. They would be looking for a loan.

17 Q. Do you remember the amount?

18 A. 50,000.

19 Q. Did you provide that loan?

20 A. Yes.

21 Q. Did Beasley ever enter the NBA draft?

22 A. He did.

23 Q. Does he now play in the NBA?

24 A. Yes.

25 Q. Was this loan provided before or after Malik Beasley

J4QHDaw4

Sood - Direct

1 entered the draft?

2 A. After.

3 Q. Mr. Sood, what was the interest rate on many of the loans
4 that you provided to athletes?

5 A. They were between zero and 5 percent.

6 Q. What, if anything, did Dawkins tell you about how the money
7 you were providing in this loan to the Beasley family was going
8 to be used?

9 A. That some of it would go back -- some of it go to pay him
10 back.

11 Q. Did Malik Beasley ever become a client of yours?

12 A. For a short term he was, yes.

13 Q. Is he still a client?

14 A. No.

15 Q. There's a mention of, right next to that, somebody named
16 Isaiah Whitehead. Do you know who that is?

17 A. Yes. He again played in college for Seton Hall.

18 Q. Did he later enter the NBA draft?

19 A. He did.

20 Q. Was he ultimately selected?

21 A. Yes.

22 Q. Did you ever provide any funds to Isaiah Whitehead?

23 A. I did, 5,000.

24 Q. Was that a loan?

25 A. Yes.

J4QHDaw4

Sood - Direct

1 Q. Was that loan provided before or after the NBA draft?

2 A. After.

3 Q. Did Whitehead ever become a client of yours?

4 A. No.

5 Q. Did you ever get the \$5,000 back?

6 A. Not yet.

7 MR. SOLOWIEJCZYK: We can zoom out.

8 Q. In the middle of the page, there's a reference to somebody
9 named Edmond Sumner. Do you know who that is?

10 A. He was a college player.

11 Q. Generally speaking, what was Dawkins seeking with respect
12 to Edmond Sumner in this email?

13 A. He was looking for \$75,000 over the -- over the coming
14 year.

15 Q. Did you ever provide those funds to Dawkins?

16 A. No.

17 Q. Do you know if Mr. Sumner entered the NBA draft?

18 A. Yes.

19 Q. Did he become a client of yours?

20 A. For a short term, yes.

21 Q. After the draft, did you ever provide him a loan?

22 A. I did.

23 Q. Other than that loan, did you have to expend any additional
24 funds in connection with recruiting Sumner as a client?

25 A. Yes.

J4QHDaw4

Sood - Direct

1 Q. Can you explain that.

2 A. So we had to -- my understanding was that there was money
3 out to a different adviser. So in order to work with Sumner,
4 we had to pay the other adviser back.

5 Q. Did you do that?

6 A. Yes.

7 Q. Going a little further down the page, Ms. Bustillo, there's
8 a mention to somebody named Markelle Fultz. Who is that?

9 A. Again, a player, highly rated college player.

10 Q. And what did Dawkins propose, generally, with respect to
11 Markelle Fultz in this email?

12 A. Providing money to his -- this gentleman named Keith, who
13 was his AAU coach through his foundation.

14 Q. Did you ever provide any funds to Dawkins in an effort to
15 recruit Markelle Fultz as a client?

16 A. Yes.

17 Q. What did you provide Dawkins?

18 A. I believe it was 30,000.

19 Q. What did you understand he was going to do with that
20 30,000?

21 A. That he was going to be sending it to Keith.

22 Q. What were you hoping you'd get as a result of that payment?

23 A. An opportunity to work with Fultz.

24 Q. Did Fultz enter the NBA?

25 A. Yes.

J4QHDaw4

Sood - Direct

1 Q. Did he ever become a client?

2 A. No.

3 Q. Mr. Sood, other than the players that are referenced in
4 this email that you've already testified about, around this
5 time were you involved in making any other payments to the
6 families or others associated with college or high school
7 basketball players?

8 A. Yes.

9 Q. Did you have contact with anyone else that was employed by
10 ASM sports at that time?

11 A. Yes.

12 Q. Who was that?

13 A. Sports agent by the name of Steve Pina.

14 Q. What was Steve Pina's role at ASM?

15 A. He was an agent.

16 Q. Did Mr. Pina ever request any funds from you?

17 A. Yes.

18 Q. Did he tell you what he needed that money for?

19 A. For -- one was for the business manager of a player.

20 Q. What players were you trying to recruit through the
21 payments to Pina?

22 A. Kyle Kuzma and Davon Reed.

23 Q. Let's take that one at a time. Who was Kyle Kuzma at the
24 time?

25 A. Coming out of college, out of Utah State.

J4QHDaw4

Sood - Direct

1 Q. And at the time Pina was requesting the money, who did you
2 understand the money was going to go to?

3 A. His business manager.

4 Q. Did you provide those funds?

5 A. Yes.

6 Q. And these payments, were they while Mr. Kuzma was in
7 college or after college?

8 A. At college.

9 Q. Did Mr. Kuzma eventually enter the NBA?

10 A. Yes.

11 Q. Did he become a client of yours?

12 A. Yes.

13 Q. Is he still a client of yours today?

14 A. Yes.

15 Q. What, if anything, did you tell Mr. Kuzma about the fact
16 that you pleaded guilty to federal charges?

17 A. That I pled guilty to bribing a coach and wire fraud.

18 Q. You mentioned somebody named Davon Reed, I believe, is that
19 right?

20 A. Yes.

21 Q. You ever provide any funds to Davon Reed or his family in
22 connection with an effort to recruit him?

23 A. Yes.

24 Q. When was that?

25 A. After he graduated.

J4QHDaw4

Sood - Direct

1 Q. What, if anything, did you tell Mr. Reed about the fact
2 that you pled guilty to federal charges?

3 A. Same thing.

4 Q. Is he still a client?

5 A. Yes.

6 Q. Now, Mr. Sood, prior to being introduced to Christian
7 Dawkins, had you ever been involved in making payments to
8 players or their families?

9 A. No.

10 Q. What, if anything, did Dawkins tell you about how making
11 these payments might assist you in recruiting future client?

12 A. It will go a long way in getting an opportunity to meet
13 them and work with them.

14 Q. You referenced certain loans that you made to players after
15 they had entered the NBA draft. What was your understanding at
16 that time about whether loans of that sort were permissible
17 under NCAA rules?

18 A. They were permissible.

19 Q. You also mentioned making certain payments to families or
20 others associated with college players while those players were
21 still in college. What was your understanding of whether those
22 types of payments were permissible under NCAA rules?

23 A. They were not.

24 Q. What was your understanding at that time about what impact
25 that could have, if any, on the college player?

J4QHDaw4

Sood - Direct

1 MR. HANEY: Objection as to foundation, your Honor.

2 THE COURT: Overruled.

3 MR. HANEY: Thank you.

4 A. That they could potentially lose their eligibility to play.

5 Q. All right. Switching gears, Mr. Sood, after you met for
6 the first time with Lamont Evans, Christian Dawkins, and Marty
7 Blazer in South Carolina, did you continue to be in touch
8 periodically with Lamont Evans?

9 A. Yes.

10 Q. How about Mr. Blazer?

11 A. Yes.

12 Q. Soon after your first meeting with Lamont Evans in South
13 Carolina, did you learn that he was switching universities?

14 A. Yes.

15 Q. Where had he been hired?

16 A. He had been hired at Oklahoma State.

17 Q. How did you learn about this?

18 A. Just through media. I believe it was Yahoo! or Yahoo!
19 article.

20 Q. Mr. Sood, during 2016 did you attend multiple in-person
21 meetings with Lamont Evans?

22 A. Yes.

23 Q. Who else was there for that meeting?

24 A. Marty Blazer.

25 Q. Do you recall where those meetings occurred?

J4Q9DAW5

Sood - Direct

1 Q. Looking at page 16, you said, this at lines 9 to 11, "Well
2 you know, you know the relationship we have with Marty so you
3 know how to figure stuff out, right?"

4 A. Yes.

5 Q. What did you mean by this when you said it, Mr. Sood?

6 A. That I was aware that Marty was paying him. So if he
7 needed money to send these kids home, potentially Marty could
8 help him.

9 Q. When you said, "You know the relationship we have with
10 Marty," what did you mean by that?

11 A. Meaning as a team, myself, Christian, and Marty at that
12 time.

13 Q. And when Blazer provided money to Lamont Evans how, if at
14 all, did you think that benefited you?

15 A. Hopefully I can leverage that to work with Lamont and his
16 players on the investment side.

17 Q. After this call, did Lamont Evans set up a meeting for you
18 with PJ Dozier's mother?

19 A. He did.

20 Q. When approximately did that occur?

21 A. About a few weeks later.

22 Q. Was it before the NBA draft?

23 A. Yes.

24 Q. Where did the meeting occur?

25 A. Columbia, South Carolina.

J4Q9DAW5

Sood - Direct

1 A. He was not drafted that day.

2 Q. So based on that, what conversations did you have with
3 Dozier's mother at that point?

4 A. We had a couple of follow-up conversations. Said that
5 we'll stay in touch and we'll -- she'll call me when she needs
6 help and figure out where he ends up if we're officially
7 working together.

8 Q. The fact that he wasn't drafted, how did that impact you?

9 A. We were not able to obtain him as a client.

10 Q. Now after Lamont Evans facilitated this meeting with PJ
11 Dozier's mother, did he request money from you?

12 A. He did.

13 Q. Do you recall approximately how much money he requested?

14 A. Ten thousand dollars.

15 Q. Did you ultimately provide him with ten thousand dollars?

16 A. No.

17 Q. What did you give him?

18 A. I sent him two thousand dollars.

19 Q. And in what form?

20 A. A check.

21 MR. SOLOWIEJCZYK: If we could just publish for the
22 witness only what's been marked for identification as
23 Government Exhibit 657.

24 Q. Do you recognize this document?

25 A. Yes.

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I hereby certify that the foregoing is a true and accurate transcript, to the best of my skill and ability, from

my stenographic notes.

Karen W. Gorkaski

Official Court Reporter
U.S. District Court

SOUTHERN DISTRICT REPORTERS, P.C.
(212) 805-0300

OS Received 04/29/2021

J4THDaw1

1 UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

2 -----x
3 UNITED STATES OF AMERICA,

4 v.

17 CR 684 (ER)

5 CHRISTIAN DAWKINS and MERL
CODE ,

6 Defendants.

Trial

7 -----x

New York, N.Y.
8 April 29, 2019
9 9:00 a.m.

10 Before:

11 HON. EDGARDO RAMOS

12 District Judge

13 APPEARANCES

14 GEOFFREY S. BERMAN
15 United States Attorney for the
Southern District of New York

16 ROBERT L. BOONE
NOAH D. SOLOWIEJCZYK
17 ELI J. MARK
Assistant United States Attorneys

18 HANEY LAW GROUP PLLC
19 Attorney for Defendant Dawkins

20 CHANEY LEGAL SERVICES, LLC
21 BY: DAVID A. CHANEY, JR.

-and-

22 NEXSEN PRUET, LLC
BY: ANDREW A. MATHIAS
MARK C. MOORE
23 Attorneys for Defendant Code

24 ALSO PRESENT: JOHN VOORDERIS, Special Agent FBI
YOLANDA BUSTILLO, Paralegal Specialist USAO
25 EMILY GOLDMAN, Paralegal Specialist USAO

J4THDawl

Sood - Direct

1 Q. Who was that?

2 A. Jeff D'Angelo.

3 Q. And you met Mr. D'Angelo through Marty Blazer?

4 A. Correct.

5 Q. What did you -- who did you understand Jeff D'Angelo was at
6 the time you first met him?

7 A. Wealthy businessman in real estate.

8 Q. What did you later learn about him?

9 A. That he was undercover FBI agent.

10 Q. When did you learn that?

11 A. When I was arrested.

12 Q. Mr. Sood, when were you are arrested?

13 A. September 26, '17.

14 Q. On the day of your arrest, did you speak with law
15 enforcement voluntarily?

16 A. Yes.

17 Q. Were you questioned about your activities involving college
18 basketball?

19 A. Yes.

20 Q. Mr. Sood, during that interview, were you asked about
21 certain payments that you had made to coaches and others?

22 A. Yes.

23 Q. Were you truthful about those subjects at that time?

24 A. No.

25 Q. Mr. Sood, what sorts of things did you lie about on the day

J4THDawl

Sood - Direct

1 of your arrest?

2 A. The number of coaches that were paid and the dollar amount
3 to family members.

4 Q. Why did you lie, Mr. Sood?

5 A. I was scared. I didn't want to get caught.

6 Q. After you were arrested, did you later decide to cooperate
7 with law enforcement?

8 A. Yes.

9 Q. Did you participate in meetings with the government?

10 A. Yes.

11 Q. Who else was present for those meetings?

12 A. My attorney.

13 Q. At those meetings, did you tell the government the truth
14 about what you did?

15 A. Yes.

16 Q. At those meetings, were you required to tell the government
17 about any other wrongdoing you were involved in?

18 A. Yes.

19 Q. As part of your cooperation with the government, have you
20 also met with another U.S. Attorney's Office regarding a
21 separate investigation?

22 A. Yes.

23 Q. Generally, what was the subject of those interviews?

24 A. That was regarding commercial loans done during my tenure
25 as a director at a bank.

J4THDaw1

Sood - Direct

1 that I have regarding the case, meet as required, and not
2 commit any -- any crimes.

3 Q. If you live up to your obligations under the cooperation
4 agreement, what's your understanding of what the government
5 will do?

6 A. They will give my judge a 5K letter.

7 Q. What's your understanding of what information is contained
8 in a 5K letter?

9 A. It contains the crimes I committed and also the help I
10 provided.

11 Q. What are you hoping will happen as a result of the
12 government writing that letter to the judge?

13 A. To get the least amount of sentence.

14 Q. Will the government recommend a specific sentence to the
15 judge?

16 A. No.

17 Q. Mr. Sood, under this plea agreement, did you also receive
18 immunity for anything?

19 A. Yes.

20 Q. For what?

21 A. Lying to the FBI.

22 Q. Was that on the day of your arrest?

23 A. Yes.

24 Q. Does this agreement provide you any protection with respect
25 to the SEC investigation that you mentioned?

J4THDaw1

Sood - Direct

1 Q. Mr. Sood, are you aware whether there's an ongoing SEC
2 investigation regarding your conduct?

3 A. Yes.

4 Q. What's your understanding regarding the status of that
5 investigation?

6 A. That my attorneys are handling the discussions and the
7 negotiations.

8 Q. Did there come a time when you pleaded guilty?

9 A. Yes.

10 Q. Generally, what conduct did your guilty plea cover?

11 A. Bribing a coach and wire fraud.

12 Q. What did the wire fraud relate to, generally?

13 A. Paying players and coaches.

14 Q. Who were some of the coaches that you either paid yourself
15 or that you agreed to pay?

16 A. Tony Bland, Emanuel Richardson, and Lamont Evans.

17 Q. Did you have an agreement with the government at the time
18 you pled guilty?

19 A. Yes.

20 Q. What kind of agreement did you have?

21 A. A cooperation agreement.

22 Q. Mr. Sood, what benefit were you hoping for as a result of
23 the cooperation agreement?

24 A. To get the least sentence possible.

25 Q. Have you met with the government in connection with your

J4THDawl

Sood - Direct

1 Q. Mr. Sood, there was some mention to Lamont. Who were you
2 referring to there?

3 A. Lamont Evans.

4 Q. Where was he coaching at that time?

5 A. He was at, sorry, Oklahoma State.

6 Q. What, if anything, was Dawkins saying during this portion
7 of the meeting regarding how Lamont Evans had gotten the job at
8 Oklahoma State?

9 A. That he, Christian, had helped use his relationship to help
10 Lamont get the job at Oklahoma State and a better salary.

11 MR. SOLOWIEJCZYK: If we could go to 506F,
12 Ms. Bustillo.

13 (Audio played)

14 Q. All right. Mr. Sood, going back to page 2, when Dawkins
15 said to you, "If we're taking care of everybody and everything
16 is done, we control everything. That's why I said it doesn't
17 make sense to -- what's the extra five grand when you can make
18 millions off of one kid? That's what I'm saying," what did you
19 understand that to mean, Mr. Sood?

20 A. That if we paid the -- if we provided money to the right --
21 the right people, coaches or family members or both, that would
22 position us to retain a client, retain a player when he goes
23 pro, and the returns were very -- were great.

24 Q. Going to page 3, Mr. Sood, starting at line 4 of that page,
25 Mr. Dawkins says to you, "If we have the coaches, that means

J4T9DAW2

Sood - Direct

1 A. Also an assistant coach.

2 Q. At which school?

3 A. USC, University of Southern California.

4 Q. Had Dawkins previously mentioned Bland to you?

5 A. Yes.

6 Q. And what did he say about Bland at that time?

7 A. It was a good relationship of his, well connected, and
8 had -- and had a great recruiting class coming up.

9 Q. Did you eventually meet with Mr. Bland in person?

10 A. Yes.

11 Q. Besides Tony Bland and Book Richardson, did you ever
12 personally meet with any of the other coaches on this list?

13 A. No.

14 Q. Mr. Sood, after receiving this list, what was your
15 reaction?

16 A. Seemed like a very impressive list.

17 Q. What did you do with the list after you received it?

18 A. I forwarded it to Jeff D'Angelo.

19 Q. Now, Mr. Sood, after this phonecall and after Mr. Dawkins
20 sent you this list, did there come a point soon after when
21 Mr. D'Angelo did agree to invest in the new company?

22 A. Yes.

23 Q. And did there come a time when you formalized an agreement
24 amongst yourselves with respect to that, his investment and
25 your investment?

J4T9DAW2

Sood - Direct

1 A. Yes.

2 Q. And Mr. Sood, to be clear, you also invested in this
3 company, correct?

4 A. I did. I was a shareholder.

5 MR. SOLOWIEJCZYK: So if you could publish just for
6 the witness Government Exhibit 623.

7 Q. Do you recognize that document, Mr. Sood, once you've
8 turned to it.?

9 I think it's also on your screen.

10 A. Yes, I do.

11 Q. What is it?

12 A. It's the shareholder agreement between myself, Christian,
13 and Jeff D'Angelo.

14 MR. SOLOWIEJCZYK: Your Honor, the government offers
15 Government Exhibit 623.

16 MR. HANEY: No objection, your Honor. Thank you.

17 MR. CHANEY: No objection.

18 THE COURT: 623 will be received.

19 (Government's Exhibit 623 received in evidence)

20 MR. SOLOWIEJCZYK: Ms. Bustillo, if we could turn
21 to -- I think it's page 8 of 9 of the document, the second to
22 last page.

23 Q. Who are the signatories to the agreement, Mr. Sood?

24 A. Christian, Jeff, and myself.

25 Q. And what were you and Jeff D'Angelo listed as?

J4T9DAW2

Sood - Direct

1 A. Shareholders.

2 Q. Who did Mr. Dawkins sign on behalf of?

3 A. The company, Loyd, Inc.

4 Q. Did you meet in person to sign this agreement?

5 A. Yes.

6 Q. Where did that meeting occur?

7 A. In Manhattan, New York.

8 Q. And where in particular?

9 A. It was on a boat in downtown.

10 Q. Mr. Sood, if you could go back to I think it's the fourth
11 page of the document. It's the one ending in 0601.

12 MR. SOLOWIEJCZYK: If we could zoom in, Ms. Bustillo,
13 on the fifth provision, "Loan to Loyd, Inc."

14 Q. Under the terms of this agreement, who, if anyone, was
15 going to be providing a loan to the new company?

16 A. Jeff D'Angelo will provide \$185,000 I would provide 40,000.

17 Q. And at the time, Mr. Sood, did you agree to provide those
18 funds, what was your understanding about how they were going to
19 be used?

20 A. They would be used to give money to players, coaches, and
21 then also for general expenses.

22 Q. Directing your attention to the last page of the document.
23 There's a schedule here?

24 A. Yes.

25 Q. What percentage stake were you going to be receiving in the

J4T9DAW2

Sood - Direct

1 A. I did. Ten thousand.

2 Q. Mr. Sood, by putting up that money and signing this
3 agreement formally becoming a shareholder in the company what
4 was your ultimate goal?

5 A. To recruit players as clients.

6 Q. Now, at the time you signed this agreement you mentioned
7 you met on a boat. Were you aware that that meeting was being
8 recorded?

9 A. No.

10 Q. Did you review a recording of that meeting before
11 testifying?

12 A. Yes.

13 Q. Generally, what was discussed at the meeting, Mr. Sood?

14 A. Just the strategy of the company, the players, the coaches
15 that we were going to focus on and how we would grow the
16 company going forward.

17 MR. HANEY: Your Honor, may we approach.

18 THE COURT: Yes.

19 MR. HANEY: Thank you, your Honor.

20 (Continued on next page)

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I hereby certify that the foregoing is a true and accurate transcript, to the best of my skill and ability, from my stenographic notes.



 Official Court Reporter
 U.S. District Court

EXHIBIT 11



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
BURNETT PLAZA, SUITE 1900
801 CHERRY STREET, UNIT #18
FORT WORTH, TEXAS 76102-6882
PHONE: (817) 978-3821 FAX: (817) 978-4927

IN REPLYING
PLEASE QUOTE
FW-4217

January 21, 2021

Via UPS Priority Overnight Mail and Electronic Mail

Jay A. Dubow
TROUTMAN PEPPER HAMILTON SANDERS LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103-2799

Re: *In the Matter of Munish Sood*
Administrative Proceeding No. 3-20184

Dear Jay:

The Division of Enforcement is making available documents it obtained during the course of its investigation (FW-4217) that led to the institution of the above-referenced proceeding, consistent with Rule 230 of the Commission's Rules of Practice. These materials are available for inspection and copying at the Commission's Fort Worth Regional Office at a time and date mutually acceptable to the parties. Alternatively, we can discuss the categories of documents that we obtained from third parties during the course of the investigation and endeavor to produce them to you.

If you have any questions, please contact Keefe Bernstein (817-900-2608) or me (817-978-1409).

Sincerely,

/s/ B. David Fraser
B. David Fraser
Regional Trial Counsel

cc: Keefe Bernstein
Scott Mascianica

OS Received 04/29/2021