

EXHIBIT #1-1

U.S. Department of Justice Letter



U.S. Department of Justice

United States Attorney
Southern District of Ohio

303 Marconi Boulevard
Suite 200
Columbus, Ohio 43215

(614) 469-3715
(614) 469-6895

December 7, 2010

Sandra Anderson
Associate Vice President
and Deputy General Counsel
The Ohio State University
Office of Legal Affairs
1590 N. High St., Suite 500
Columbus, Ohio 43201

Dear Ms. Anderson,

This office has been involved in a criminal investigation of Edward Rife for narcotics trafficking. Mr. Rife runs a business known as Fine Line Tattoos and Piercings, located at 2762 Sullivant Ave., Columbus, Ohio.

In the course of the investigation, a search warrant was executed at Mr. Rife's residence and a significant amount of OSU sports memorabilia was seized. We intend to either forfeit this memorabilia as substitute assets for Mr. Rife's drug trafficking proceeds or return these items to Mr. Rife should we be able to resolve the forfeiture issues without the necessity of selling the memorabilia.

Attached to this letter is a list of the items seized in the investigation. As you will see from the list, many of the items seized were acquired from Ebay and autographed at various signing events. However, several of the items seized appear to have belonged to OSU football players and/or The Ohio State University at some point in time. Those items include Big Ten Championship rings, trophies and OSU uniforms. Mr. Rife claims these items were provided to him as gifts and/or purchased from certain players, whom he has met through his Tattoo Shop.

There is no allegation that any of these players were involved in or had knowledge of Mr. Rife's drug trafficking activities. However, before seizing these items, we want to make certain that neither The Ohio State University nor the players involved claim any ownership interest in the items being seized.

We are seeking your assistance in providing notice to the players who appear to have had an ownership interest in one or more of these items, at least at one time. As you will see from the attached list, those players include:

[REDACTED]
PJ Downing
[REDACTED]
Chris Vance
[REDACTED]

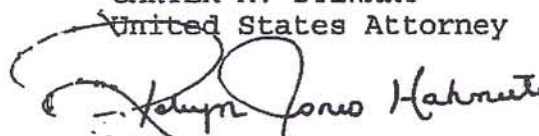
If you will provide us addresses, we will send notices to the players directly. If you prefer to forward the notices directly to the players, we would appreciate receiving written confirmation that the notices were sent and the mailing date.

We will not proceed with the forfeiture of these items for sixty days from the date of notification to allow anyone, who wishes to make a claim of ownership, sufficient time to notify us of the basis of his or her claim.

To resolve this matter in a timely fashion, please contact one of the undersigned Assistant United States Attorneys at (614) 469-5715 by December 21, 2010 to advise how you wish to address the issue of notice to the players. If you have any questions, do not hesitate to call. Thank you for your cooperation in this matter.

Very truly yours,

CARTER M. STEWART
United States Attorney



ROBYN JONES HAHNERT
Assistant United States Attorney



KEVIN W. KELLEY
Assistant United States Attorney

EDWARD RIFE
5/1/10 Search Warrant

Item #	Description of Item Seized	Acquisition	Photo #
2	2008 Big Ten Championship ring (in case)	Purchased from [REDACTED] for \$1500	1 & 2
2	2008 Big Ten Championship ring (in case)	Purchased from [REDACTED] for \$1500	3 & 4
2	2008 Big Ten Championship ring (in case)	Purchased from [REDACTED] for \$1000	5 & 6
2	2008 Big Ten Championship ring (in case)	Purchased from [REDACTED] for \$1500	7 & 8
2	2008 [REDACTED] [REDACTED] (basketball) (in case)	Purchased from [REDACTED] for \$800	9, 10 & 11
2	2003 Ohio State National Championship Ring -- Tostitos Fiesta Bowl	Purchased on Ebay for \$7000 (D.J. Downing's ring)	12 & 13
2	2008 [REDACTED] Football National Championship ring <i>(high school ring)</i>	Purchased from [REDACTED] for \$800/\$900 - [REDACTED] ring	14 & 15
2	2008 Big Ten Championship ring (in case)	Purchased from [REDACTED] for \$1000	16 & 17
2	Diamond ring	Purchased from pawn shop for \$600 -- wife's engagement ring	18

18	OSU football helmet -- 2002 National Championship (signed)	Practice helmet of Chris Vance purchased from Dudley Ross ¹ for \$200	19 & 20
18	OSU "the Horseshoe" football (signed) (in case)	Purchased on Ebay for \$30	21 & 22
18	OSU football signed (in case) (dedicated to daughter)	Paid Dudley Ross \$50 to obtain autograph of A. J. Hawk on an OSU football	23
19	OSU football replica helmet (in box) (signed by team)	Purchased for \$200 on Ebay	33
20	OSU football helmet (signed)	Purchased helmet separately for \$100 and later had it autographed by Archie Griffen and Jim Tressel at a signing event	24 & 25
20	OSU football jersey - #42 (signed)	Purchased jersey separately for \$100 and later had it autographed by Bobby Carpenter at a signing event	26
20	OSU football jersey - #51 (signed)	Purchased jersey for \$100 and later had it autographed by Schlegel at a signing event	27

¹Ross is a friend of Edward Rife, who deals in sports memorabilia.

20	OSU football jersey - #4 (signed)	Purchased jersey, which had been signed by Santonio Holmes, on Ebay for \$120/\$150 -	28
20	OSU football jersey - #7 (signed)	Purchased jersey, which had been signed by Ted Ginn, on Ebay for \$140	29
20	OSU football jersey - #45 (signed)	Purchased jersey autographed by Archie Griffen, as Christmas gift 10 years ago	30
20	OSU football jersey - #47 (signed)	Purchased jersey for \$100 and later had it autographed by A.J. Hawk at a signing event	31
20	OSU football jersey - #47 (signed) (dedicated to daughter)	Paid Dudley Ross \$50 to have an OSU jersey autographed by Hawk (same time as OSU football by Hawk -- both dedicated to daughter)	32
21	Three Sports magazines (signed & framed)	1 signed at spring game -- no cost 2 purchased from Dudley Ross for price of magazine	34
21	Photograph of #47 (signed and encased in plastic)	Purchased signed photograph of A.J. Hawk on Ebay for \$10	35

21	OSU football jersey - # [REDACTED] (signed)	Purchased jersey at a store and later had it autographed by [REDACTED] after Michigan game	36
21	OSU football jersey - # [REDACTED] (signed)	Purchased jersey at a store and later had it autographed by [REDACTED] after Michigan game	37
21	OSU football pants - Fiesta Bowl (signed)	Gift from [REDACTED] at time [REDACTED] received free tattoo	38
21	Ten gloves -- four of which are signed	Players gave gloves when they came in and received free tattoos	39
21	OSU ball cap (signed)	Gift from [REDACTED] at time [REDACTED] received free tattoo	40
21	OSU glass - #4 (signed)	Gift from Dudley Ross -- glass was signed by Chris Vance (#4)	41
21	OSU football helmet - # [REDACTED] (unsigned)	Gift from [REDACTED] at time [REDACTED] received free tattoo	42
21	Tostitos Fiesta Bowl watch (in case)	Purchased from [REDACTED] for \$200	43

21	OSU 2002 National Championship football	Believes purchased by wife -- does not know where it was purchased	44
21	OSU football (signed)	Purchased football separately and later had it autographed by Archie Griffen, Jim Tressel and Simon Frazier at signing event	45
21	Wilson football (autographed)	Not certain how obtained but not purchased from player -- signed by John Cooper, Archie Griffen and others	46
22	OSU football helmet (signed)	Gift from [REDACTED] when [REDACTED] received free tattoo	47
23	OSU football helmet (signed)	Paid \$150 to [REDACTED]	48
24	[REDACTED] -- Tostitos Fiesta Bowl -- 2009	Paid \$1800 to [REDACTED]	49
25	OSU football helmet (signed)	Paid [REDACTED] cost to buy from school (\$200/\$300) --	50
26	Three pairs of football shoes (1 signed) (OSU/Michigan game)	Gift from [REDACTED] & 3rd unknown player	51
27	2009 OSU Rose Bowl plaque	Gift from [REDACTED]	52

28	Football cleats signed by # [REDACTED]	Paid \$1000 to [REDACTED] for cleats, jersey and game pants	53
28	Football cleats signed by # [REDACTED]	Gift from [REDACTED] when [REDACTED] received free tattoo	54
28	Two pair of football gloves by # [REDACTED] and by # [REDACTED]	Gift from [REDACTED] and part of outfit from [REDACTED] for \$1000 (see #28)	55
28	Football pants with # [REDACTED] on label	Part of outfit from [REDACTED] for \$1000 (see #28)	56
28	Football pants signed "Rose Bowl 2010" and # [REDACTED]	Gift from [REDACTED]	57
28	OSU jersey -- Allstate BCS National Championship New Orleans 2008	Part of outfit from [REDACTED] for \$1000 (see #28)	58 & 59
29	Wilson football -- [REDACTED] (signed) (in case)	Gift from [REDACTED]	60
30	OSU football (signed)	Purchased football already signed by Tressel	61
32	Joe Rodeo watch and diamond ring in Ashcroft & Oak jewelers case	Watch purchased from Ebay for \$2500 and ring purchased for daughter for \$100	62

33	Two diamond rings in Meyers Jewelers box	Wife's rings which she received from grandmother before she was married	63
34	Two Fossil 2010 Rose Bowl watches in tin cases	<p>One watch was a gift from [REDACTED]</p> <p>One watch was a trade from [REDACTED] for a 2003 Tahoe which had been purchased by Rife for \$3500 - - Rife also supposed to get ring and game pants, but only received watch and four tickets to Rose Bowl</p>	64
34	One 2008 gold pants charm (in case)	<p>Purchased gold pants from [REDACTED] & [REDACTED] -- paid \$500 for two pair/\$400 for the other two</p>	65

EXHIBIT #1-2

NCAA Reinstatement Letter



CONFIDENTIAL

MEMORANDUM

P.O. Box 6222
Indianapolis, Indiana 46206
Telephone: 317/917-8222

February 28, 2011

Shipping/Overnight Address:
1602 Alonzo Wetford Sr. Drive
Indianapolis, Indiana 46202

www.ncaa.org

TO: Director of Athletics
Faculty Athletics Representative
Senior Woman Administrator
Conference Commissioner.

FROM: Kelly J. Groddy
Associate Director of Academic and Membership Affairs.

SUBJECT: Student-Athlete Reinstatement Staff Case Decision.

This memorandum and a database printout (located on the reverse side of this page) serve as written confirmation of the decision by the NCAA for this case. This information has been sent to the persons named above as well as the institutional staff member who submitted the request. Please note that the facts are considered agreed on by the institution and the NCAA student-athlete reinstatement staff. If the institution does not agree with the stated facts, it is the institution's responsibility to notify the student-athlete reinstatement staff since any change in facts will void the decision, prompting the staff to make a decision based on the new set of facts.

If the institution wishes to appeal this decision to the appropriate division specific NCAA Committee on Student-Athlete Reinstatement, it may do so by submitting a completed appeal request form (found on the NCAA Student-Athlete Reinstatement website) and all supporting documentation to this office within 30-calendar days from the date of this letter. Once the completed form is received, a member from the student-athlete reinstatement staff will contact the institution regarding the appeal process.

If you have questions regarding the processing of this case, please contact me. Your assistance in processing this case is appreciated.

KJG:gnd

National Collegiate Athletic Association

An association of over 1,200 members serving the student-athlete
Equal Opportunity/Affirmative Action Employer



Student-Athlete Reinstatement Case Report

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SA Reinstatement Case ID: 37333
Secondary Case ID: 0
Verbal SA Reinstatement Decision Date: December 22, 2010
Institution: The Ohio State University
Division: 1
Athlete(s): [REDACTED] (SA No. 1), [REDACTED] (SA No. 2), [REDACTED] (SA No. 3), [REDACTED] (SA No. 4), [REDACTED] (SA No. 5), [REDACTED] (SA No. 6)
Sport(s): Football
Coaches:
Bylaw(s): 12.1.2, 1.6 Preferential Treatment, Benefits or Services,
 16.11, 1.6 Retention of Athletics Apparel and Equipment,
 16.1.4 Types of Awards, Awarding Agencies, Maximum Value and Numbers of Awards.
SA Reinstatement Appeal: No

Facts:

Institution is reporting six football student-athletes (SAs) received preferential treatment and services based on athletics reputation or skill or payback potential as a professional athlete. Specifically, five SAs (SA Nos. 1-5) sold conference championship rings and/or institutionally issued apparel or awards. In addition, several SAs received services in the form of free or discounted tattoos. Institution provided rules education specific to extra benefits/preferential treatment during 2007, 2008, 2009 and 2010 orientations (August) and team check-out meetings (May) as well as several other times during the year. Institution began education fall 2009 specific to selling team items or awards. SA Nos. 1-5 stated at time of violations they were unaware the sale of items was impermissible; however, based on subsequent rules education from compliance, SAs learned the sale of items was impermissible, but did not come forward for fear of consequences for themselves and/or the team. Violation was discovered when institution's office of legal affairs was contacted by the U.S. Attorney's Office December 7, 2010, regarding an ongoing federal investigation which led to discovery of numerous memorabilia within the subject's possession.

SA No. 1, who initially enrolled at institution [REDACTED] sold a 2008 conference championship ring for \$1,000 to owner of a local tattoo parlor in April 2009. SA No. 1 stated he was told about the tattoo parlor by a former teammate who was getting a tattoo at the parlor. SA No. 1 met the owner, who indicated was a big fan of the team, during SA No. 1's initial visit to the parlor in April 2009. SA No. 1 returned to the parlor late April to have work done on an unfinished tattoo. During SA No. 1's visit, owner approached him and referenced SA's ring, noting he was big collector of memorabilia, and owner made SA No. 1 an offer to purchase ring. SA No. 1 accepted \$1,000 offer and sold the ring. SA No. 1 stated he sold the ring [REDACTED]

[REDACTED] SA No. 1 indicated that at the time of the sale he knew he could not accept gifts or receive money, but since the ring was his he thought he could sell it.

SA No. 2, who initially enrolled at institution for [REDACTED] academic year, sold a 2008 national championship jersey, as well as pair of game pants and shoes provided by the institution, for \$1,000 to the owner of local tattoo parlor in summer 2009. In addition, SA No. 2 received two free tattoos, valued by institution at \$150. SA No. 2 stated that when he expressed an interest in getting a new tattoo, SA No. 4 recommended the parlor based on good work and prices. SA No. 2 stated during his initial visit to the parlor in summer 2009, the owner approached him with an offer to buy items from him and owner gave him his telephone number. SA No. 2 stated after about a month, he contacted the owner to sell several items. SA No. 2 returned to the parlor with jersey, pants and shoes and received \$1,000. SA No. 2 stated he did not want to [REDACTED]

[REDACTED] Subsequent to learning that the sale



Student-Athlete Reinstatement Case Report

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of these items was a violation, SA No. 2 returned to the parlor for a tattoo and tried to pay the artist for the work, but was told he was "good" and did not have to pay. SA No. 2 assumed he did not have to pay as he sold the items to the owner and the owner had talked to tattoo artist. About a week later, SA No. 2 returned for a second tattoo for which he did not pay. SA No. 2 stated he paid \$300 for two additional tattoos from another parlor during 2009-10.

SA No. 3, who initially enrolled at institution for [REDACTED] academic year, sold a 2008 conference championship ring for \$1,200 to owner of local tattoo parlor in June 2009. He also received a \$50 discount on a tattoo.

Institutional Action:

FACTS CONTINUED: SA No. 3 stated he was told about the parlor by a former teammate and met the owner during his first visit. During winter 2009 (his second visit) while getting a tattoo, owner indicated he was a collector and if SA ever wanted to sell anything to let him know. SA No. 3 stated he returned to parlor to sell items in order to [REDACTED]. SA No. 3 stated he gave his mother \$1,000 and kept \$200 from sale of the ring. SA No. 3 also stated when he received the tattoo the artist told him he was "good", but he wanted to pay him for his work so he gave the artist \$25 plus a \$10 tip.

SA No. 4, who initially enrolled at institution for [REDACTED] academic year, sold a 2008 conference championship ring, a 2008 team award and postseason bowl award for \$2,500 to the owner of local tattoo parlor in May or June 2009. SA No. 4 stated he met the owner of parlor through a former teammate and together they went to the parlor in spring 2009 to get tattoos. SA No. 4 stated he received two tattoos at the parlor, paying \$300 for the tattoos. During his second visit, the owner of the parlor discussed buying items from SA No. 4 and former teammate. SA No. 4 stated he sold the items, given the [REDACTED] was facing. SA No. 4 and the owner negotiated a price of \$2,500 and agreed to meet behind the parlor. SA and former teammate returned to the parlor with the items where SA No. 4 received the cash. SA No. 4 provided about \$1,600 to [REDACTED], who had been [REDACTED].

SA No. 5, who initially enrolled at institution for the [REDACTED] academic year, sold a 2008 conference championship ring and a 2008 team award to the owner of local tattoo parlor for \$1,350 in May and November 2009. In addition, SA No. 5 received \$155 discount on five tattoos he received over a five-month period at the parlor. SA No. 5 stated he met the owner of tattoo parlor in winter 2009 through a former teammate who indicated the parlor had good prices. SA received five tattoos at a discounted rate between February and July 2009, where he was told by the tattoo artist to pay whatever he could, which SA believed was likely based on direction from the owner. SA No. 5 paid approximately \$40-45 each time (\$220), but institution valued tattoos at \$375. In May 2009, SA No. 5 stated he was stressed out about money and reached out to the owner to see if he wanted to buy SA's team award (\$350). He also approached the owner to sell his championship ring (\$1,000) due to family circumstances in November. [REDACTED]

SA No. 5 stated the money helped him [REDACTED] where he gave \$50 money orders to the [REDACTED]. SA No. 5 stated he had previously and continued to receive tattoos from other parlors and had paid anywhere from \$80-200 for each tattoo.

SA No. 6, who initially enrolled for [REDACTED] academic year, received a \$150 discount on three tattoos he received during summer 2009. SA No. 6 met the owner of local tattoo parlor through a former teammate when SA No. 6 expressed an interest in getting another tattoo. SA No. 6 received the first tattoo in July and the second and third tattoos the end of July or early August 2009. SA No. 6 paid \$25 for each tattoo but institution valued each tattoo at \$75. SA No. 6 stated he always asked the price before getting tattoos and the amount seemed reasonable. SA No. 6 stated he has continued to receive other tattoos since enrolling but has gone elsewhere for better workmanship. SA No. 6 indicated at the time he was unaware other football players went to the same parlor or that he had received a discount.

INSTITUTIONAL ACTION.

Institution required donation to charity by SAs and will increase education.

Enforcement Action:

This case is being forwarded to the enforcement staff for further review.



Student-Athlete Reinstatement Case Report

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Eligibility:

STAFF: Eligibility reinstated for SA Nos. 1-6 based on institution's action requiring repayment of impermissible extra benefits to charity of each SA's choice, and with the condition SA Nos. 1-5 be withheld from the first five regularly scheduled contests of the 2011-12 season, and SA No. 6 be withheld from the first regularly scheduled contest of the 2011-12 season. The contests must be among those considered for selection to postseason play.

Rationale:

Based on review of all circumstances presented in this case, case precedent and NCAA Division I Committee on Student-Athlete Reinstatement Guidelines regarding impermissible extra benefits/preferential treatment violations. In reaching a 40-percent withholding condition in this case for SA Nos. 1-5, staff considered among other things the following: (1) nature and dollar-value amounts of violations are significant and contrary to amateurism principles (i.e., involved financial benefit for SAs based on sale of athletics items and awards related to their participation and status as SAs); (2) SAs failed to come forward with information once they were aware not only that it was a violation of NCAA legislation, but that withholding would likely be a consequence of their actions; (3) SAs had been provided ongoing education specific to extra benefits, preferential treatment and other NCAA legislation which should have raised awareness; (4) based on the unique circumstances within this case, SAs were permitted to receive suspension of withholding condition under existing policies to allow participation in 2011 bowl contest; and (5) SAs had numerous opportunities to ask compliance or other members of staff regarding family circumstances and permissibility of selling items. Specific to SA No. 6, in reaching a 10-percent withholding condition, staff considered among other things the following: (1) nature and dollar value of benefit received (i.e., receiving discounted tattoos); (2) timing of violation; and (3) based on the unique circumstances within this case, SA was permitted to receive suspension of withholding condition under existing policies to allow participation in 2011 bowl contest.

EXHIBIT #1-3

Student-Athlete Repayment Plans



OHIO STATE ATHLETICS

Fawcett Center | 2400 Olentangy River Rd. | Columbus, Ohio 43210

Memorandum:

Date: January 4, 2011

To: Kelly Groddy, Associate Director Academic and Membership Affairs

From: Dr. Bruno, Faculty Athletic Representative

Douglas Archie, Associate Athletic Director for Compliance

Regarding: Student-Athlete Repayment Plans

Please accept this letter as acknowledgment that The Ohio State University will amend the repayment plans that were submitted to the NCAA Student-Athlete Reinstatement staff on January 2, 2011 on behalf of [REDACTED]. Specifically, on or before January 10, 2011, the institution will resubmit repayment plans for the above student-athletes. The amended repayment plans will require the above student-athletes to make full restitution before they exhaust their intercollegiate athletics eligibility in the sport of football.

Finally, the institution supports and will enforce the repayment plan that was submitted to the NCAA Student-Athlete Reinstatement staff on behalf of [REDACTED]. The plan submitted on behalf of [REDACTED] requires full restitution before he exhausts his intercollegiate athletics eligibility. Thus, it is our understanding that [REDACTED] repayment plan does not need to be amended.

Dr. John Bruno, Faculty Athletic Representative

A handwritten signature in black ink, appearing to read "D. Archie", written over a horizontal line.

Douglas I. Archie, Associate Athletic Director

A handwritten signature in black ink, appearing to read "D. Archie", written over a horizontal line.



OHIO STATE ATHLETICS COMPLIANCE

Fawcett Center | 2400 Olentangy River Rd. | Columbus, Ohio 43210

DATE: 1/10/11	
SEND TO:	FROM: Douglas Archip
ATTENTION:	OFFICE LOCATION:
OFFICE LOCATION:	PHONE NUMBER:
FAX NUMBER:	NUMBER OF PAGES, INCLUDING COVER:

URGENT
 REPLY ASAP
 PLEASE COMMENT
 PLEASE REVIEW
 FOR YOUR INFORMATION

COMMENTS:

To Kelly Graddy
From Douglas Archip

317 976 6736