

## NEGOTIATED RESOLUTION<sup>1</sup>

NCAA Member Institutions – Case No. 020428

September 10, 2025

### I. CASE SYNOPSIS

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude violations occurred pursuant to NCAA Bylaws 19.7.2 and 19.7.5.3 and Committee on Infractions Internal Operating Procedure (IOP) 4-7-1-2-2. The only involved individual, former San Jose State University (San Jose State) men's basketball student-athlete Steven Vasquez (Vasquez), is a non-participating party.

On January 17, 2025, a sports integrity monitoring service notified California State University, Fresno (Fresno State) and the enforcement staff that a Nevada sportsbook operator had flagged suspicious proposition (prop) bets on Fresno State men's basketball student-athlete Mykell Robinson (Robinson) for Fresno State's January 7, 2025, men's basketball game against Colorado State University (Colorado State). Specifically, three prop bets were placed on Robinson for his under-line performance in several statistical categories. One bet was \$200 to win \$1,450; the second was \$800 to win \$5,800; and the third was \$1,200 to win \$8,700.

On January 23, 2025, Fresno State and the enforcement staff began a collaborative investigation, which included imaging Robinson's cellular phone. Communications on Robinson's phone substantiated that Vasquez and Robinson, who was Vasquez's roommate at Fresno State during the 2023-24 academic year, conspired to place bets on Robinson's under-line totals on points scored, rebounds, assists and three-pointers made during the January 7, 2025, Colorado State game for purposes of financial gain. Specifically, prior to the game, Robinson's mother transferred money via Apple Pay to Vasquez so Vasquez could coordinate a \$200 bet on Robinson's under-line on Robinson's behalf. Additionally, Vasquez and a sportsbook trader bet \$1,200 on Robinson's under-line to win \$8,700.<sup>2</sup> During the game, Robinson altered his performance, with three points scored, two rebounds, one three-pointer, and no assists, to ensure the under-line bets won. After the game, Vasquez transferred a total of \$1,625 to Robinson via Robinson's mother, which included \$1,425 won from Robinson's \$200 bet Vasquez made on Robinson's behalf and an additional \$200 from Vasquez's own bet winnings.

On February 16, 2025, the enforcement staff attempted to interview Vasquez. Vasquez refused to cooperate by failing to provide information from his electronic devices and refusing to participate in an interview with the institution and enforcement staff. Vasquez then retained counsel. On February 25, 2025, Vasquez's counsel advised the enforcement staff that Vasquez would not participate in the investigation. San Jose State released Vasquez from the men's basketball program. Vasquez graduated May 23, 2025.

On August 4, 2025, the enforcement staff provided Vasquez with a confidentiality agreement to access the draft notice of allegations and an explanation of processing options. Vasquez did not sign

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

<sup>2</sup> An unknown party placed the \$800 bet.

the agreement or access the draft notice of allegations. On August 5, 2025, Vasquez advised the enforcement staff he would not participate in the processing of the case.

## **II. FINDINGS OF FACT, VIOLATIONS OF NCAA LEGISLATION AND VIOLATION LEVELS**

### **1. [NCAA Division I Manual Bylaws 10.01.1 and 10.3 (2024-25)<sup>3</sup>] (Level I)<sup>4</sup>**

In January 2025, Vasquez participated in impermissible sports wagering activities, including the activities connected to another student-athlete's performance in an intercollegiate competition to financially benefit himself and others. Specifically, on January 7, 2025, prior to Fresno State's basketball game against Colorado State, Vasquez exchanged text messages with Robinson regarding Robinson's plan to intentionally underperform during the game for purposes of placing prop bets. Vasquez coordinated with Robinson to transfer \$200 from Robinson's mother to Vasquez so Vasquez could bet on Robinson's behalf. Further, Vasquez sent screen shots of three different prop bet slips to Robinson, including Robinson's individual \$200 bet, as well as an additional \$1,200 in bets by Vasquez and a third party. During the game, Robinson performed under the prop bets to ensure he, Vasquez and the third party won. In total, the \$2,200 in bets resulted in a payout of \$15,950. After the game, Vasquez coordinated with Robinson to transfer \$1,425 of the winnings to Robinson's mother. Vasquez and the third party won \$8,700. Additionally, on January 10, Vasquez provided \$200 from his own winnings to Robinson.

### **2. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(c), 19.2.1-(d), 19.2.1-(f), 19.2.2, 19.2.2-(a) and 19.2.2-(b) (2024-25)] (Level I)**

From February 16 through May 23, 2025, Vasquez failed to cooperate with the enforcement staff when he failed to provide information from his electronic devices and refused to participate in an interview with the institution and enforcement staff.

## **III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED**

None.

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<sup>3</sup> The investigation determined that, while a men's basketball student-athlete at a different NCAA Division I institution and prior to his enrollment at San Jose State, Vasquez placed bets on professional and intercollegiate sports competitions, including NCAA basketball. These violations did not involve any integrity issues. Therefore, consistent with processing of prohibited bettor violations involving student-athletes and pursuant to Bylaw 19.1.1, Vasquez's prior institution will report the violation to be processed as Level III.

<sup>4</sup> Because a student-athlete (and not a current or former institutional staff member) committed the violation alleged and is the named involved individual, the institution's portion of this case will be processed as Level III pursuant to Bylaw 19.1.1.

#### **IV. REVIEW OF OTHER ISSUES**

None.

#### **V. PARTIES TO THE CASE**

Vasquez declined to participate in the case.

#### **VI. AGREEMENTS<sup>5</sup>**

The enforcement staff believes this case can be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10 and pursuant to Committee on Infractions IOP 4-7-1-2-2, and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution.

The enforcement staff notified the involved nonparticipating party of the following:

- The negotiated resolution contains findings of fact of NCAA violations based on information available at this time.
- Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations.
- Pursuant to Bylaw 19.1.2, the violations identified in this agreement occurred and should be classified as Level I.
- This negotiated resolution may be voidable by the Committee on Infractions if any of the involved parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based.
- The hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution.
- Should the hearing panel reject the negotiated resolution, the hearing panel will issue instructions for processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.
- Should a hearing panel approve the negotiated resolution, there are no NCAA hearing and appellate opportunities.

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<sup>5</sup> Pursuant to Committee on Infractions IOP 4-7-1-2-2, after appropriate notice from the enforcement staff, a party who knowingly chooses not to participate in the negotiated resolution process, and who does not contest or otherwise respond to the allegations, shall be in default and their non-participation shall be viewed as acceptance of the terms of the agreement. The hearing panel may approve the negotiated resolution in the defaulting party's absence, and any penalties prescribed for that individual shall be final and binding.

**VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL**

Pursuant to NCAA Bylaw 19.10.1, the panel approves the resolution. The panel's review of this resolution is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the uncontested facts and violations are appropriate for this process. Pursuant to Bylaw 19.10.6, this resolution has no precedential value.

NCAA COMMITTEE ON INFRACTIONS PANEL

Jason Leonard, chief hearing officer

Kay Norton

Roderick Perry