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FEB 8 1989

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA )

v. )

**NORBY WALTERS** and )  
**LLOYD BLOOM** )

No. 88 CR 709

Violations: Title 18, United  
States Code, Sections 371, 1341,  
1962(c), 1962(d) and 1963

COUNT ONE

The SPECIAL MAY 1987 GRAND JURY charges:

THE ENTERPRISE

At all times relevant to this indictment:

1. Norby Walters Associates, Inc.

(a) **Norby Walters Associates, Inc.** ("**Norby Walters Associates**") was a corporation engaged primarily in the business of serving as the booking agent for musical entertainers. The corporation was organized under the laws of the State of New York and had its principal place of business in New York, New York.

(b) Defendant **NORBY WALTERS** was the president of and largest shareholder in **Norby Walters Associates**.

2. World Sports & Entertainment Inc.

(a) Beginning in or about August 1984, World Sports & Entertainment Inc. ("**World Sports & Entertainment**") was organized as a corporation under the laws of the State of New York and was engaged primarily in the business of recruiting highly-rated college athletes whom they would represent in the negotiation of professional sports contracts as well as in the marketing of these athletes' ability and reputation in their sport. World Sports & Entertainment conducted its business affairs through and as part of **Norby Walters Associates** by using the resources of **Norby Walters Associates**, including its bank account, wire transfer account, offices, telephones and employees.

(b) Defendant **NORBY WALTERS** was the president of and a shareholder in World Sports & Entertainment.

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(c) Defendant **LLOYD BLOOM** was the vice-president of and a shareholder in World Sports & Entertainment.

(d) **Norby Walters** Associates and World Sports & Entertainment were an "enterprise," that is, an association in fact, within the meaning of Title 18, United States Code, Section 1961(4), which engaged in, and the activities of which affected, interstate commerce.

#### RELEVANT STATUTES

3. At all times relevant to this indictment:

(a) The laws of the United States included the federal mail **fraud** statute, Title 18, United States Code, Section 1341, which made it a felony to use the United States mails in executing and attempting to execute a scheme to **defraud**.

(b) The laws of the United States included the federal wire **fraud** statute, Title 18, United States Code, Section 1343, which made it a felony to transmit or cause the transmission of wire communications in interstate commerce in executing a scheme to **defraud**.

(c) The laws of the United States included Title 18, United States Code, Section 1951, which prohibited **extortion** and attempted **extortion** which affected interstate commerce through the use of actual and threatened physical violence as well as actual and threatened fear of economic harm.

(d) The laws of the United States included Title 18, United States Code, Section 894, which prohibited the use of any **extortionate** means to collect or attempt to collect any debt or to punish anyone for the nonrepayment of a debt.

(e) The laws of the United States included Title 18, United States Code, Section 1952, which prohibited interstate travel and use of interstate facilities with intent to distribute the proceeds of any unlawful activity or to observe, promote, manage, establish and carry on unlawful activities, which unlawful activities included **extortion**.



## THE CONSPIRACY

4. From in or about early 1981 to and including in or about December 1987, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

**NORBY WALTERS** and  
**LLOYD BLOOM,**

defendants herein, being persons associated with an enterprise, namely **Norby Walters Associates**, and **World Sports & Entertainment**, which enterprise did engage in and the activities of which did affect interstate commerce, did knowingly conspire and agree with one another and with others known--including, but not limited to Michael **Franzese--**and unknown to the Grand Jury, to conduct and participate in the conduct of the affairs of **Norby Walters Associates** and **World Sports & Entertainment**, directly and indirectly, through a pattern of **racketeering** activity, as that term is defined in Title 18, United States Code, Section 1961, said **racketeering** activity consisting of the following:

(a) Multiple acts of **extortion** and attempted **extortion**, in violation of Title 18, United States Code, Section 1951;

(b) Multiple acts of collection of extensions of credit by **extortionate** means, in violation of Title 18, United States Code, Section 894;

(c) Multiple acts of mail **fraud**, in violation of Title 18, United States Code, Section 1341;

(d) Multiple acts of wire **fraud**, in violation of Title 18, United States Code, Section 1343; and

(e) Multiple acts of the use of interstate facilities in furtherance of unlawful activity, in violation of Title 18, United States Code, Section 1952.

5. It was a part of the conspiracy that defendants **NORBY WALTERS** and **LLOYD BLOOM**, together with Michael **Franzese**, would and did agree to the commission of multiple acts of **racketeering** on behalf of **Norby Walters Associates** and **World Sports Entertainment**.



6. It was further a part of the conspiracy that defendants **NORBY WALTERS** and **LLOYD BLOOM** would and did use their association with Michael **Franzese** to obtain and retain clients of **Norby Walters** Associates and World Sports & Entertainment by **extortionate** means. During the 1980's, **Franzese** did business both in New York City and Los Angeles, and had his primary residence in California after September 1984.

7. It was further a part of the conspiracy that defendants **NORBY WALTERS** and **LLOYD BLOOM** would and did use their association with Michael **Franzese** and his reputation in the community as a member of an organized crime family to convey directly and indirectly threats of economic and physical harm to actual and potential clients of **Norby Walters** Associates and World Sports & Entertainment.

8. It was further a part of the conspiracy that in exchange for using Michael **Franzese** and his reputation as a member of a New York City organized crime family that used **extortionate** means in the conduct of its business activities, defendant **NORBY WALTERS** would and did pay Michael **Franzese**.

9. It was further a part of the conspiracy that in or about late 1984 and early 1985, defendant **NORBY WALTERS** discussed with Michael **Franzese** expanding the business of **Norby Walters** Associates to include the representation of college athletes in their professional careers and in marketing their athletic abilities. Defendant **NORBY WALTERS** asked **Franzese** for \$50,000 to help fund that expansion, which money **Franzese** provided to defendant **NORBY WALTERS** in cash.

10. It was further a part of the conspiracy that in addition to his role as an investor in the expansion of the business of **Norby Walters** Associates, **NORBY WALTERS** and **LLOYD BLOOM** would continue to use Michael **Franzese** and his reputation as a member of organized crime to obtain and retain clients of **Norby Walters** Associates and World Sports & Entertainment.



### The Jackson Five Tour

11. It was further a part of the conspiracy that during 1981, defendant **NORBY WALTERS**, together with Michael **Franzese**, attempted to obtain property in the form of a percentage of the profits of the Jackson Five concert tour from the group's manager with his consent induced by wrongful use of fear of economic and physical harm, as follows:

(a) In or about 1981, the manager of the popular musical entertainment group known as the "Jackson Five" was responsible for making the arrangements necessary to put together the Jackson Five's concert tours.

(b) During 1981, the group's manager was engaged in the process of making the arrangements necessary to put together a tour of concerts by the Jackson Five, including the selection of a booking agent for the tour. At that time, defendant **NORBY WALTERS** contacted the group's manager by telephone and met with him in person to express his interest in having **Norby Walters** Associates selected to serve as the booking agent for the Jackson Five Tour.

(c) After the group's manager informed defendant **NORBY WALTERS** that **Norby Walters** Associates would not be selected to serve as the booking agent for the Jackson Five Tour, defendant **NORBY WALTERS** again contacted the group's manager by telephone and met with him in person as part of a continued effort to convince him that **Norby Walters** Associates should be selected to serve as the booking agent for the tour.

(d) After another person was selected as the booking agent for the tour, the group's manager received a telephone call from defendant **NORBY WALTERS**. During this conversation, defendant **NORBY WALTERS** told the group's manager that "an associate" of defendant **NORBY WALTERS** would be contacting him concerning the Jackson Five Tour.



(e) After defendant **NORBY WALTERS** told the group's manager to expect a call from "an associate" of **Walters**, the group's manager received a telephone call from Michael **Franzese**. **Franzese** told the group's manager he was "an associate" of **Walters** and that it was important that they meet as soon as possible. The group's manager agreed to the meeting.

(f) At a meeting at the group's manager office in Los Angeles, Michael **Franzese** told him that he was an associate of **NORBY WALTERS** and that **Norby Walters Associates** was going to be involved in the Jackson Five Tour and be their partners or there would be no tour. At that time, the group's manager believed that Michael **Franzese** was a member of a New York City organized crime family.

(g) Thereafter, on two other occasions, defendant **NORBY WALTERS** and an associate of Michael **Franzese** threatened the group's manager in order to induce him to include **Norby Walters Associates** as part of the Jackson Five Tour.

12. It was further a part of the conspiracy that defendant **NORBY WALTERS** would and did use his association with Michael **Franzese** and **Franzese's** reputation as a member of a New York City crime family that used **extortionate** means in the conduct of its business activities to obtain, retain and settle disputes with entertainment clients of **Norby Walters Associates**.

#### The Representation of Student-Athletes

13. It was further a part of the conspiracy that defendants **NORBY WALTERS** and **LLOYD BLOOM** would and did solicit highly-rated college athletes to sign representation agreements which provided that World Sports & Entertainment would serve as the student-athlete's agent and represent him in negotiating a contract with a professional team in his sport and in marketing his athletic skills and reputation. The representation agreements provided that in exchange for its services, World Sports &

Entertainment would receive substantial commissions from monies earned by the student-athletes in their professional careers.

14. It was further a part of the conspiracy that in order to induce the student-athletes to sign a representation agreement with World Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** would and did offer these student-athletes various benefits, including but not limited to: large amounts of cash; monthly wire transfers of funds; interest-free loans; automobiles; clothing; concert and airline tickets; trips to New York City; hotel accommodations; use of limousines; trips to major entertainment events; introductions to prominent entertainers; cash payments and other benefits for family members; and insurance policies.

15. It was further a part of the conspiracy that in order to induce the student-athletes to sign a representation agreement with World Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** told the student-athletes that they need not worry about the fact that their signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make them ineligible to participate in intercollegiate athletics in their sport because they would individually and in concert conceal from the schools and the authorities the existence of the representation agreement with and payments received from defendants **NORBY WALTERS** and **LLOYD BLOOM**.

16. It was further a part of the conspiracy that in order to conceal the fact that the student-athletes had signed a representation agreement with and received money from defendants **NORBY WALTERS** and **LLOYD BLOOM**, defendants **NORBY WALTERS** and **LLOYD BLOOM** would and did date the representation agreement to make it appear that it had been signed after the student-athletes' last season of eligibility to compete in intercollegiate athletics in his sport.



17. It was further a part of the conspiracy that in order to induce the student-athletes to sign a representation agreement, defendants **NORBY WALTERS** and **LLOYD BLOOM** assured each student-athlete that through their joint efforts at concealing the existence of the representation agreement, the date it was actually signed, and the monies paid by defendants **NORBY WALTERS** and **LLOYD BLOOM** to the student-athlete, no one, including representatives of the student-athlete's school, would find out that the student-athlete was no longer eligible to compete in intercollegiate athletics in his sport as a result of his having signed a representation agreement with and taken money from an agent.

18. It was further a part of the conspiracy that in order to conceal the fact that the student-athlete had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** paid the student-athlete's "signing bonus" in cash and periodically provided additional funds for the student-athlete in the form of Western Union Telegraphic Money Order wire transfers. Defendants **NORBY WALTERS** and **LLOYD BLOOM** further concealed the financial benefits provided to these student-athletes by frequently making the wire transfers payable to third parties and leasing cars for these student-athletes in the name of a third party.

19. It was further a part of the conspiracy that the student-athlete would and did continue to represent to his school that he was an amateur athlete and that he was eligible to compete in intercollegiate athletics in his sport and to receive an athletic scholarship in that sport under the rules and regulations adopted by the school, and that together with defendants **NORBY WALTERS** and **LLOYD BLOOM**, he would **fraudulently** conceal from the school the fact that he had signed a representation agreement with and taken money from defendants **NORBY WALTERS** and **LLOYD BLOOM**.

20. It was further a part of the conspiracy that when several student-athletes who had signed representation agreements with and received money from defendants **NORBY WALTERS** and **LLOYD BLOOM** decided they no longer wanted to be represented by World Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** would and did threaten these student-athletes with: physical harm to the student-athlete; physical harm to the student-athlete's family; harm to the professional career of the student-athlete; harm to the student-athlete's reputation; harm to the reputation of the student-athlete's family; exposure of the fact that the student-athlete had signed a representation agreement with and taken money from defendants **NORBY WALTERS** and **LLOYD BLOOM** while at the same time representing to his school that he was an amateur athlete eligible to compete in intercollegiate athletics in his sport; and harm to the student-athlete's school and the school's athletic program that such exposure would cause.

21. It was further a part of the conspiracy that defendants **NORBY WALTERS** and **LLOYD BLOOM** would and did, by means of false and **fraudulent** pretenses, representations and promises **defraud** Paul Palmer out of approximately \$145,000 of the bonus he received for signing the player contracts defendants **NORBY WALTERS** and **LLOYD BLOOM** negotiated for him with the Kansas City Chiefs of the National Football League.

The **Fraud** Upon The Universities

22. It was further a part of the conspiracy that defendants **NORBY WALTERS** and **LLOYD BLOOM**, together with Michael **Franzese**, would use and cause to be used the United States mails and wire communications in interstate commerce in executing a scheme:



(a) to defraud the University of Michigan, Michigan State University, the University of Iowa, Purdue University, the University of Notre Dame, Temple University, and Miami University and to obtain money and property in the form of tuition, room, board, fees and other financial assistance provided to student-athletes on the basis of false certifications submitted to the student-athlete's school; and

(b) to defraud the University of Michigan, Michigan State University, the University of Iowa, Purdue University, the University of Notre Dame, Temple University, and Miami University of property, namely their right to control the allocation of a limited number of athletic scholarships to student-athletes who the universities considered to be eligible, under the rules and regulations adopted by the university, to compete and represent the school in intercollegiate football and to receive an athletic scholarship in that sport.

#### Background

At all times relevant to this information:

#### 23. The National Collegiate Athletic Association and Its Member Schools

(a) The National Collegiate Athletic Association ("NCAA") was an organization of colleges and universities throughout the United States designed to regulate and promote intercollegiate athletic programs for student-athletes. The headquarters of the NCAA was located in Mission, Kansas. The purposes of the NCAA included requiring its members to adopt eligibility rules setting standards of amateurism as well as supervising the conduct of and establishing eligibility standards for regional and national athletic events held under the auspices of the NCAA.

(b) The NCAA and its member schools had rules and regulations concerning eligibility for participation in an intercollegiate sport, which provided in pertinent part:

(1) A student-athlete who contracted orally or in writing to be represented by an agent in the marketing of the individual's athletic ability or reputation in a sport was ineligible to compete in intercollegiate athletics in that sport.

(2) A student-athlete was not eligible for participation in an intercollegiate sport if the student-athlete took any pay, or accepted the promise of pay, in any form, for participation in that sport, including the promise of pay when such pay was to be received following completion of the student-athlete's intercollegiate athletic career.

(c) The NCAA and its member schools had rules and regulations concerning financial assistance to student-athletes, which provided, in pertinent part:

(1) Any student-athlete who received financial assistance other than that administered by the student-athlete's school was not eligible to compete in intercollegiate athletics except where the financial assistance was received from the student-athlete's family or was awarded solely on a basis having no relationship whatsoever to athletic ability.

(2) Financial assistance awarded by a school to a student-athlete was subject to termination if the student-athlete rendered himself ineligible to compete in intercollegiate athletics by entering into a representation agreement with or taking money from an agent or if the student-athlete fraudulently misrepresented any information in connection with the award of his athletic scholarship.

(d) In order to ensure compliance with the rules and regulations concerning eligibility to compete in intercollegiate athletics and to receive an athletic scholarship, the NCAA and its member schools required that every student-athlete sign and submit each year a statement containing information related to eligibility, amateur status and financial aid. This statement required the student-athlete to identify all



forms of financial assistance he was receiving and to certify that he had complied with and was eligible under the rules and regulations adopted by the member schools of the NCAA to compete in intercollegiate athletics in his sport.

(e) It was the policy of the NCAA and its member schools that the control and responsibility for the conduct of the intercollegiate athletic program of a member school rested with the school itself and the athletic conference, if any, of which it was a member. In determining the eligibility, amateur status and financial aid award of its student-athletes, it was the policy and practice of the member schools to rely upon the annual certified statements submitted by the student-athletes. Any student-athlete who knowingly furnished the NCAA or his school with false or misleading information concerning his compliance with the rules and regulations relating to his eligibility, amateur status and financial aid award was ineligible to compete in intercollegiate athletics and to receive an athletic scholarship.

(f) The rules and regulations of the NCAA and its member schools provided for a limit on the number of initial athletic scholarships that a college or university could offer each year in any given sport. These rules and regulations further provided a limit on the total number of athletic scholarships that may be in effect the same year in any particular sport. In Division I-A football, each member school was permitted to award 30 initial athletic scholarships to student-athletes and in any given year and there was a limit of 95 on the total number of athletic scholarships that could be in effect each year.

(g) Each year, on or before September 15th, NCAA member schools were required to submit to the NCAA an Institutional Certification of Compliance certifying that the policies, procedures and practices of the school were in compliance with the rules and regulations adopted by the member schools of the NCAA.

24. The Big Ten Conference And Its Member Schools

(a) The Intercollegiate Big Ten Conference (the "Big Ten Conference") was a member conference of the NCAA and was organized in part for the purpose of regulating and controlling intercollegiate athletics at its member schools. The headquarters of the Big Ten Conference was located at 1111 Plaza Drive, Schaumburg, Illinois.

(b) The Big Ten Conference and its member schools subscribed to and enforced the rules and regulations of the NCAA generally, including those relating to eligibility, amateur status and financial assistance. In addition, the Big Ten Conference rules and regulations provided in pertinent part:

(1) Prior to the start of the season, every student-athlete trying out for or playing on a team representing the school was required to sign a Statement of Eligibility certifying that the student-athlete was eligible to compete in intercollegiate athletics under the conference rules. The student-athlete was required, among other things, to certify that he had never been represented by an agent, and never directly or indirectly used his athletic skill for financial gain.

(2) A student-athlete who agreed to be represented by an agent or organization in the marketing of the student's athletic ability or reputation in a particular sport was ineligible to compete in intercollegiate athletics in that sport. Any financial assistance or athletic scholarship given to the student-athlete by his university was to be terminated immediately upon the student-athlete receiving compensation from or through any such agent or organization.

(3) Before competing in intercollegiate athletics, every student-athlete was required to file a Statement of Financial Support detailing the student-athlete's means of financial support for the current year. The student-athlete was required to list completely and accurately all forms of income and financial assistance he received, including loans. A student-athlete who received financial assistance from a



sports agent or organization was ineligible to compete in intercollegiate athletics and to receive an athletic scholarship.

(4) Prior to the first game of the season in every intercollegiate sport, each member university was required to send the Commissioner of the Big Ten Conference a list of those student-athletes eligible to receive an athletic scholarship and to compete under the rules of the conference. In determining a student-athlete's eligibility and compiling a certified eligibility list for submission to the Big Ten Conference, each university relied on the Statement of Eligibility and Statement of Financial Support submitted by the student-athlete. The university was precluded from certifying a student-athlete as eligible unless the student-athlete filed a Statement of Eligibility and Statement of Financial Support.

(5) Any student-athlete who intentionally falsified or deliberately failed to provide complete and accurate information, to the best of the student-athlete's knowledge, in the Statement of Eligibility and the Statement of Financial Support forfeited his eligibility to compete in intercollegiate athletics and to receive an athletic scholarship.

25. The Mid-American Athletic Conference And Its Member Schools

(a) The Mid-American Athletic Conference (the "Mid-American Conference") was a member conference of the NCAA and was organized in part for the purpose of regulating and controlling intercollegiate athletics at its member schools. The headquarters of the Mid-American Athletic Conference was located at Four SeaGate, Suite 501, Toledo, Ohio.

(b) The Mid-American Conference and its member schools subscribed to and enforced the rules and regulations of the NCAA generally, including those relating to eligibility, amateur status and financial assistance. In addition, the Mid-American Conference rules and regulations provided in pertinent part:

(1) Prior to the first game of the season in every intercollegiate sport, each member university was required to send the Conference Commissioner a list of those student-athletes eligible to compete under the rules of the NCAA and the conference. In determining a student-athlete's eligibility and compiling a certified eligibility list for submission to the Mid-American Conference, each university relied on the NCAA Student-Athlete Statement in which the student-athlete certified that under the rules and regulations adopted by the school, he was eligible to compete in intercollegiate athletics in his sport and to receive an athletic scholarship in that sport.

26. The Universities

(a) The University of Michigan

(1) The University of Michigan was a state-supported university located in Ann Arbor, Michigan, and was a member school of the NCAA and the Big Ten Conference.

(2) Garland Rivers was a member of the Class of 1987 at the University of Michigan and a member of the University's football team. Rivers attended the University of Michigan on an athletic scholarship that paid for his tuition, room, board, books and fees.

(3) In or about February 1986, defendant LLOYD BLOOM telephoned Garland Rivers at the home of Rivers' mother in Canton, Ohio to solicit Rivers to sign a representation agreement which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission.

(4) At a meeting at Rivers' mother's home on or about February 28, 1986, in order to induce him to sign a representation agreement with World Sports & Entertainment, defendants NORBY WALTERS and LLOYD BLOOM offered Garland Rivers \$2,500 cash and a promise of monthly payments to follow. Defendants NORBY



**WALTERS** and **LLOYD BLOOM** assured Rivers that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make him ineligible to participate in intercollegiate athletics as a member of the University of Michigan football team because they would individually and in concert conceal the existence of the representation agreement with and payments received from defendants **NORBY WALTERS** and **LLOYD BLOOM**. Garland Rivers accepted the \$2,500 cash and signed the representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** at that meeting.

(5) In order to conceal the fact that Garland Rivers had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** dated the agreement January 2, 1987, thereby making it appear that the agreement was signed after Rivers' last season of eligibility to compete in intercollegiate athletics as a member of the University of Michigan football team.

(6) In order to conceal the fact that Garland Rivers was receiving money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** made periodic payments to Rivers in the form of Western Union Telegraphic Money Orders payable to Rivers and to Rivers' mother.

(7) In order to be permitted to participate in intercollegiate athletics as a member of the University of Michigan's football team and to receive his football scholarship covering his tuition, room and board during his senior year, in August 1986 Garland Rivers filed a Statement of Eligibility and Statement of Financial Support with the University of Michigan in which he falsely and **fraudulently** certified that under the rules and regulations adopted by the school, he was eligible to compete in intercollegiate athletics as a member of the University of Michigan football team and to receive an athletic scholarship in that sport.

(8) On or about September 4, 1986, the University of Michigan prepared a Certified Eligibility List for the 1986 Football season for submission to the Big Ten Conference. On the basis of the false and **fraudulent** Statement of Eligibility and Statement of Financial Support submitted by Garland Rivers, the University of Michigan certified Rivers as eligible under conference rules and regulations to compete in intercollegiate athletics as a member of the 1986 University of Michigan football team and to receive an athletic scholarship in that sport. Garland Rivers' name was included on the Certified Eligibility List sent through the United States mails by the University of Michigan to the headquarters of the Big Ten Conference on or about September 4, 1986. The University of Michigan also mailed to the Big Ten Conference at the same time the Statement of Eligibility and Statement of Financial Support submitted by Garland Rivers.

(9) On the basis of the false and **fraudulent** Statement of Eligibility and Statement of Financial Support submitted by Rivers, the University of Michigan permitted Rivers to participate as a member of the University's football team during the 1986 season and awarded him a football scholarship covering his tuition, room, board, books and fees for the 1986-87 academic year, in the approximate amount of \$12,387.11.

(10) In or about February 1987, Garland Rivers informed defendants **NORBY WALTERS** and **LLOYD BLOOM** that he wished to terminate his representation agreement. Defendants **NORBY WALTERS** and **LLOYD BLOOM** threatened that if Rivers did so, they would harm his reputation by informing the University of Michigan and the NCAA that Rivers had signed a representation agreement with and received money from defendants **NORBY WALTERS** and **LLOYD BLOOM** at a time when he was representing himself to the University as an amateur athlete who was eligible under the rules and regulations adopted by the University to compete in intercollegiate athletics as a member of the University of Michigan football team and to receive an athletic scholarship in that sport.



(11) Robert Perryman was a member of the Class of 1987 at the University of Michigan and a member of the University's football team. Perryman attended the University of Michigan on an athletic scholarship that paid for his tuition, room, board and fees.

(12) On or about May 18, 1986, at the invitation of defendant **LLOYD BLOOM**, Robert Perryman and Garland Rivers travelled from Ann Arbor, Michigan to New York City in order for defendants **NORBY WALTERS** and **LLOYD BLOOM** to solicit Perryman to sign a representation agreement which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission.

(13) On or about May 19, 1986, Robert Perryman met with defendants **NORBY WALTERS** and **LLOYD BLOOM** at the offices of **Norby Walters Associates**. At that meeting, in order to induce him to sign a representation agreement with World Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** offered Robert Perryman \$2,500 cash and a promise of monthly payments of between \$250 and \$300. Defendants **NORBY WALTERS** and **LLOYD BLOOM** assured Robert Perryman that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make him ineligible to participate in intercollegiate athletics as a member of the University of Michigan football team because they would individually and in concert conceal the existence of the representation agreement with and payments received from defendants **NORBY WALTERS** and **LLOYD BLOOM**. Robert Perryman accepted the \$2,500 cash and signed the representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** at that meeting.

(14) In order to conceal the fact that Robert Perryman had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** dated the agreement January 2, 1987, thereby making it appear that the agreement was signed after Robert Perryman's last season of eligibility to compete in intercollegiate athletics as a member of the University of Michigan football team.

(15) In order to conceal the fact that Robert Perryman was receiving money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** made periodic payments to Perryman in the form of Western Union Telegraphic Money Orders.

(16) In order to be permitted to participate in intercollegiate athletics as a member of the University of Michigan's football team and to receive his football scholarship covering his tuition, room and board during his senior year, in August 1986 Robert Perryman filed a Statement of Eligibility and Statement of Financial Support with the University of Michigan in which he falsely and **fraudulently** certified that under the rules and regulations adopted by the school, he was eligible to compete in intercollegiate athletics as a member of the University of Michigan football team and to receive an athletic scholarship in that sport.

(17) On or about September 8, 1986, the University of Michigan prepared a Certified Eligibility List for the 1986 Football season for submission to the Big Ten Conference. On the basis of the false and **fraudulent** Statement of Eligibility and Statement of Financial Support submitted by Robert Perryman, the University of Michigan certified Perryman as eligible under conference rules and regulations to compete in intercollegiate athletics as a member of the 1986 University of Michigan football team and to receive an athletic scholarship in that sport. Robert Perryman's name was included on the Certified Eligibility List sent through the United States mails by the University of Michigan to the headquarters of the Big Ten Conference on or about September 11, 1986. The University of Michigan also mailed to the Big Ten Conference



at the same time the Statement of Eligibility and Statement of Financial Support submitted by Robert Perryman.

(18) On or about December 16, 1986, the University of Michigan prepared an NCAA Championships Certification of Eligibility-Availability Form for submission to the NCAA in connection with its appearance in the 1987 Rose Bowl Game. On the basis of the false and **fraudulent** Statements of Eligibility and Statements of Financial Support submitted by Garland Rivers and Robert Perryman, the University of Michigan certified Rivers and Perryman as eligible under the rules and regulations of the University of Michigan, the Big Ten Conference, and the NCAA to compete in intercollegiate athletics as members of the 1986 University of Michigan football team and to receive scholarships in that sport, and, therefore, as eligible to represent the University and compete in the January 1, 1987 Rose Bowl Game. Garland Rivers' and Robert Perryman's names were included on the Certification of Eligibility-Availability Form sent through the United States mails by the University of Michigan to the headquarters of the NCAA on or about December 16, 1986.

(19) On the basis of the false and **fraudulent** Statement of Eligibility and Statement of Financial Support submitted by Perryman, the University of Michigan permitted Robert Perryman to participate as a member of the University's football team during the 1986 season and awarded him a football scholarship covering his tuition, room, board, books and fees for the 1986-87 academic year, in the approximate amount of \$10,602.77.

(20) In or about April 1987, Robert Perryman was interviewed by the head coach of the University of Michigan football team concerning his relationship with defendants **NORBY WALTERS** and **LLOYD BLOOM**. Upon the advice of defendant **LLOYD BLOOM**, Robert Perryman falsely denied that he had signed a representation agreement with and received money from defendants **NORBY WALTERS** and **LLOYD BLOOM** at a time when he was representing to the University of Michigan that he was an

amateur athlete who was eligible under the rules and regulations adopted by the University to compete in intercollegiate athletics as a member of the University's football team and to receive an athletic scholarship in that sport.

(b) Michigan State University

(1) Michigan State University was a state-supported university located in East Lansing, Michigan, and was a member school of the NCAA and the Big Ten Conference.

(2) Mark Ingram was a member of the Class of 1987 at Michigan State University and a member of the University's football team. Ingram attended Michigan State University on an athletic scholarship that paid for his tuition, room, board, books and fees.

(3) In or about July 1986, defendant **LLOYD BLOOM** telephoned Mark Ingram in East Lansing, Michigan to solicit Ingram to sign a representation agreement which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission.

(4) At a meeting at the home of Mark Ingram's parents in or about August 1986, in order to induce him to sign a representation agreement with World Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** offered Ingram \$4,500 cash. Defendants **NORBY WALTERS** and **LLOYD BLOOM** also assured Ingram that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make him ineligible to participate in intercollegiate athletics as a member of the Michigan State University football team because they would individually and in concert conceal the existence of the representation agreement with and payments



received from defendants **NORBY WALTERS** and **LLOYD BLOOM**. Ingram declined to sign the representation agreement at that meeting.

(5) Defendants **NORBY WALTERS** and **LLOYD BLOOM** continued to telephone Mark Ingram and his mother in order to convince him to sign a representation agreement with World Sports & Entertainment. On or about August 4, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** again travelled to Flint, Michigan to meet with Mark Ingram and his family. In order to induce him to sign a representation agreement, defendants **NORBY WALTERS** and **LLOYD BLOOM** offered Mark Ingram: \$7,500 cash; \$250 per month in wire transfers to his mother; a \$500,000 disability insurance policy, on which his mother would be named as beneficiary; and concert tickets. Ingram accepted the \$7,500 cash and signed the representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** at that meeting.

(6) In order to conceal the fact that Mark Ingram had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** dated the agreement January 2, 1987, thereby making it appear that the agreement was signed after Mark Ingram's last season of eligibility to compete in intercollegiate athletics as a member of the Michigan State University football team.

(7) In order to conceal the fact that Mark Ingram was receiving money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** made periodic payments to Ingram in the form of Western Union Telegraphic Money Orders payable to Ingram and to Ingram's mother.

(8) In order to be permitted to participate in intercollegiate athletics as a member of the Michigan State University football team and to receive his football scholarship covering his tuition, room and board during his senior year, in August 1986 Mark Ingram filed a Statement of Eligibility and Statement of Financial Support with Michigan State University in which he falsely and **fraudulently** certified that under

the rules and regulations adopted by the school, he was eligible to compete in intercollegiate athletics as a member of the Michigan State University football team and to receive an athletic scholarship in that sport.

(9) On or about September 11, 1986, Michigan State University prepared a Certified Eligibility List for the 1986 Football season for submission to the Big Ten Conference. On the basis of the false and **fraudulent** Statement of Eligibility and Statement of Financial Support submitted by Mark Ingram, Michigan State University certified Ingram as eligible under conference rules and regulations to compete in intercollegiate athletics as a member of the Michigan State University football team and to receive an athletic scholarship in that sport. Mark Ingram's name was included on the Certified Eligibility List sent through the United States mails by Michigan State University to the headquarters of the Big Ten Conference on or about September 11, 1986. Michigan State University also mailed to the Big Ten Conference at the same time the Statement of Eligibility and Statement of Financial Support submitted by Mark Ingram.

(10) On the basis of the false and **fraudulent** Statement of Eligibility and Statement of Financial Support submitted by Mark Ingram, Michigan State University permitted Ingram to participate as a member of the University's football team during the 1986 season and awarded him a football scholarship covering his tuition, room, board, books and fees for the 1986-87 academic year, in the approximate amount of \$6,147.00.

(11) In or about the Spring of 1987, after Mark Ingram informed World Sports & Entertainment that he wished to terminate his representation agreement, defendants **NORBY WALTERS** and **LLOYD BLOOM** threatened that if he did so, they would inform the Big Ten Conference and the NCAA that Ingram had signed a representation agreement with and received money from defendants **NORBY WALTERS** and **LLOYD BLOOM** at a time when he was representing himself to the University as an



amateur athlete who was eligible under the rules and regulations adopted by the University to compete in intercollegiate athletics as a member of the University's football team and to receive an athletic scholarship in that sport, and thereby cause harm to the reputation of both Ingram and the Michigan State University athletic program.

(c) The University of Iowa

(1) The University of Iowa was a state-supported university located in Iowa City, Iowa, and was a member school of the NCAA and the Big Ten Conference.

(2) Ronald Harmon was a member of the Class of 1986 at the University of Iowa and a member of the University's football team. Harmon attended the University of Iowa on an athletic scholarship that paid for his tuition, room, board, books and fees.

(3) In or about March 1985, defendant LLOYD BLOOM telephoned Ronald Harmon in Iowa City, Iowa in order to solicit Harmon to sign a representation agreement which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission. During that telephone conversation, defendant LLOYD BLOOM invited Ronald Harmon to New York City for the purpose of continuing that solicitation.

(4) On or about March 9, 1985, Ronald Harmon flew to New York City to meet with defendants NORBY WALTERS and LLOYD BLOOM. Defendant LLOYD BLOOM made the arrangements for Harmon's airline ticket and for a limousine to meet Harmon at the airport and transport him to the offices of Norby Walters Associates.

(5) On or about March 10, 1985, Ronald Harmon met with defendants NORBY WALTERS and LLOYD BLOOM at the offices of Norby Walters Associates. At that meeting, in order to induce him to sign a representation agreement with World

Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** offered Ronald **Harmon** \$2500 cash and a promise of monthly payments of \$250. Defendant **NORBY WALTERS** also assured Ronald **Harmon** that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make him ineligible to participate in intercollegiate athletics as a member of the University of **Iowa** football team because they would individually and in concert conceal the existence of the representation agreement with and payments received from defendants **NORBY WALTERS** and **LLOYD BLOOM**. Ronald **Harmon** accepted the \$2,500 cash and signed the representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** at that meeting.

(6) In order to conceal the fact that Ronald **Harmon** had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** dated the agreement January 2, 1986, thereby making it appear that the agreement was signed after **Harmon's** last season of eligibility to compete in intercollegiate athletics as a member of the University of **Iowa** football team.

(7) In order to conceal the fact that Ronald **Harmon** was receiving money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** made periodic payments to **Harmon** in the form of Western Union Telegraphic Money Orders.

(8) In order to be permitted to participate in intercollegiate athletics as a member of the University of **Iowa** football team and to receive his football scholarship covering his tuition, room and board, books and fees during his senior year, in August 1985 Ronald **Harmon** filed a Statement of Eligibility and Statement of Financial Support with the University of **Iowa** in which he falsely and **fraudulently** certified that under the rules and regulations adopted by the school, he was eligible to compete in



intercollegiate athletics as a member of the University of Iowa football team and to receive an athletic scholarship in that sport.

(9) On or about September 6, 1985, the University of Iowa prepared a Certified Eligibility List for the 1985 football season for submission to the Big Ten Conference. On the basis of the false and fraudulent Statement of Eligibility and Statement of Financial Support submitted by Ronald Harmon, the University of Iowa certified Harmon as eligible under conference rules and regulations to compete in intercollegiate athletics as a member of the 1985 University of Iowa football team and to receive an athletic scholarship in that sport. Ronald Harmon's name was included on the Certified Eligibility List sent through the United States mails by the University of Iowa to the headquarters of the Big Ten Conference on or about September 6, 1985. The University of Iowa also mailed to the Big Ten Conference at the same time the Statement of Eligibility and Statement of Financial Support submitted by Ronald Harmon.

(10) On the basis of the false and fraudulent Statement of Eligibility and Statement of Financial Support submitted by Ronald Harmon, the University of Iowa permitted Harmon to participate as a member of the University's football team during the 1985 season and awarded him a football scholarship covering his tuition, room, board, books and fees for the 1985-86 academic year, in the approximate amount of \$6,034.00.

(11) Devon Mitchell was a member of the class of 1986 at the University of Iowa and a member of the University's football team. Mitchell attended the University of Iowa on an athletic scholarship that paid for his tuition, room, board, books and fees.

(12) In or about June 1985, defendant LLOYD BLOOM telephoned Devon Mitchell in Iowa City, Iowa in order to solicit Mitchell to sign a representation agreement which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team

as well as in marketing his athletic skills and reputation, in exchange for a substantial commission. Defendant **LLOYD BLOOM** invited Devon Mitchell to New York City for the purpose of continuing that solicitation.

(13) On or about June 19, 1985, Devon Mitchell flew to New York City to meet with defendants **NORBY WALTERS** and **LLOYD BLOOM**, using airline tickets paid for by defendants **NORBY WALTERS** and **LLOYD BLOOM**.

(14) On or about June 20, 1985, Devon Mitchell met with defendants **NORBY WALTERS** and **LLOYD BLOOM** at the home of Mitchell's parents. At that meeting, in order to induce him to sign a representation agreement with World Sports and Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** offered Devon Mitchell \$2,000 cash and a promise of monthly payments of \$200. Defendant **NORBY WALTERS** also assured Devon Mitchell that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make him ineligible to participate in intercollegiate athletics as a member of the University of **Iowa** football team because they would individually and in concert conceal the existence of the representation agreement with and payments received from defendants **NORBY WALTERS** and **LLOYD BLOOM**. Devon Mitchell accepted the \$2,000 cash and signed the representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** at that meeting.

(15) In order to conceal the fact that Devon Mitchell had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** dated the agreement January 4, 1986, thereby making it appear that the agreement was signed after Mitchell's last season of eligibility to compete in intercollegiate athletics as a member of the University of **Iowa** football team.



(16) In order to conceal the fact that Devon Mitchell was receiving money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** made periodic payments in the form of Western Union Telegraphic Money Orders payable to Mitchell, to his mother, his brother and to a friend.

(17) In order to be permitted to participate in intercollegiate athletics as a member of the University of **Iowa** football team and to receive his football scholarship covering his tuition, room and board, books and fees during his senior year, in August 1985 Devon Mitchell filed a Statement of Eligibility and Statement of Financial Support with the University of **Iowa** in which he falsely and **fraudulently** certified that under the rules and regulations adopted by the school, he was eligible to compete in intercollegiate athletics as a member of the University of **Iowa** football team and to receive an athletic scholarship in that sport.

(18) On or about September 6, 1985, the University of **Iowa** prepared a Certified Eligibility List for the 1985 football season for submission to the Big Ten Conference. On the basis of the false and **fraudulent** Statement of Eligibility and Statement of Financial Support submitted by Devon Mitchell, the University of **Iowa** certified Mitchell as eligible under conference rules and regulations to compete in intercollegiate athletics as a member of the 1985 University of **Iowa** football team and to receive an athletic scholarship in that sport. Devon Mitchell's name was included on the Certified Eligibility List sent through the United States mails by the University of **Iowa** to the headquarters of the Big Ten Conference on or about September 6, 1985. The University of **Iowa** also mailed to the Big Ten Conference at the same time the Statement of Eligibility and Statement of Financial Support submitted by Devon Mitchell.

(19) On or about December 10, 1985, the University of **Iowa** prepared an NCAA Championships Certification of Eligibility-Availability Form for submission to the NCAA in connection with its appearance in the 1986 Rose Bowl Game. On the basis

of the false and fraudulent Statements of Eligibility and Statements of Financial Support submitted by Ronald Harmon and Devon Mitchell, the University of Iowa certified Harmon and Mitchell as eligible under the rules and regulations of the University of Iowa, the Big Ten Conference, and the NCAA to compete in intercollegiate athletics as members of the 1985 University of Iowa football team and to receive scholarships in that sport, and, therefore, as eligible to represent the University and compete in the January 1, 1986 Rose Bowl Game. Ronald Harmon's and Devon Mitchell's names were included on the Certification of Eligibility-Availability Form sent through the United States mails by the University of Iowa to the headquarters of the NCAA on or about December 10, 1985.

(2) On the basis of the false and fraudulent Statement of Eligibility and Statement of Financial Support submitted by Devon Mitchell, the University of Iowa permitted Mitchell to participate as a member of the University's football team during the 1985 season and awarded him a football scholarship covering his tuition, room, board, books and fees for the 1985-86 academic year, in the approximate amount of \$6,242.41.

(d) Purdue University

(1) Purdue University was a state-supported university located in West Lafayette, Indiana, and was a member school of the NCAA and the Big Ten Conference.

(2) Roderick Woodson was a member of the Class of 1987 at Purdue University and a member of the University's football team. Woodson attended Purdue University on an athletic scholarship that paid for his tuition, room, board, books and fees.

(3) In or about May 1986, defendant LLOYD BLOOM telephoned Roderick Woodson at his parent's home in Fort Wayne, Indiana in order to solicit Woodson to sign a representation agreement which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a



National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission.

(4) On or about May 20, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** travelled to the home of Roderick Woodson's parents in Fort Wayne, Indiana to further solicit Woodson to sign a representation agreement with World Sports & Entertainment. At that meeting, in order to induce him to sign a representation agreement with World Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** offered Roderick Woodson \$4,000 cash and a promise to provide \$200 per month to Woodson's family. Defendants **NORBY WALTERS** and **LLOYD BLOOM** also assured Woodson that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make him ineligible to participate in intercollegiate athletics as a member of the Purdue University football team because they would individually and in concert conceal the existence of the representation agreement with and payments received from defendants **NORBY WALTERS** and **LLOYD BLOOM**. Roderick Woodson accepted the \$4,000 cash and signed the representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** at that meeting.

(5) In order to conceal the fact that Roderick Woodson had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** dated the agreement January 2, 1987, thereby making it appear that the agreement was signed after Woodson's last season of eligibility to compete in intercollegiate athletics as a member of the Purdue University football team.

(6) In order to conceal the fact that Roderick Woodson was receiving money from a sports agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** made periodic payments to Woodson in the form of Western Union Telegraphic Money Orders payable to Woodson and to his mother. As a further means of concealment, in or about November 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** obtained an

automobile for Roderick Woodson's use by leasing the automobile in the name of Woodson's grandmother.

(7) In order to be permitted to participate in intercollegiate athletics as a member of the Purdue University football team and to receive his football scholarship covering his tuition, room and board, books and fees during his senior year, in August 1986 Roderick Woodson filed a Statement of Eligibility and Statement of Financial Support with Purdue University in which he falsely and fraudulently certified that under the rules and regulations adopted by the school, he was eligible to compete in intercollegiate athletics as a member of the Purdue University football team and to receive an athletic scholarship in that sport.

(8) On or about September 1, 1986, Purdue University prepared a Certified Eligibility List for the 1986 football season for submission to the Big Ten Conference. On the basis of the false and fraudulent Statement of Eligibility and Statement of Financial Support submitted by Roderick Woodson, Purdue University certified Woodson as eligible under conference rules and regulations to compete in intercollegiate athletics as a member of the 1986 Purdue University football team and to receive an athletic scholarship in that sport. Roderick Woodson's name was included on the Certified Eligibility List sent through the United States mails by Purdue University to the headquarters of the Big Ten Conference on or about September 1, 1986. Purdue University also mailed to the Big Ten Conference at the same time the Statement of Eligibility and Statement of Financial Support submitted by Roderick Woodson.

(9) On the basis of the false and fraudulent Statement of Eligibility and Statement of Financial Support submitted by Roderick Woodson, Purdue University permitted Woodson to participate as a member of the University's football team during the 1986 season and awarded him a football scholarship covering his tuition, room, board, books and fees for the 1986-87 academic year, in the approximate amount of \$4,336.13.



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(e) The University of Notre Dame

(1) The University of Notre Dame was an independent Roman Catholic university located in Notre Dame, Indiana. The University of Notre Dame was a member school of the NCAA and did not belong to an athletic conference.

(2) Alvin Miller was a member of the Class of 1987 at the University of Notre Dame and a member of the University's football team. Miller attended the University of Notre Dame on an athletic scholarship that paid for his tuition, room, board, and fees.

(3) In or about February 1986, defendant **LLOYD BLOOM** telephoned Alvin Miller in South Bend, Indiana in order to solicit Miller to sign a representation agreement which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission.

(4) On or about February 11, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** travelled to South Bend, Indiana to solicit Alvin Miller to sign a representation agreement with World Sports & Entertainment.

(5) At that meeting on or about February 11, 1986, in order to induce him to sign a representation agreement with World Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** offered Alvin Miller \$2,500 cash and a promise of monthly payments of \$250. Defendants **NORBY WALTERS** and **LLOYD BLOOM** assured Alvin Miller that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make him ineligible to participate in intercollegiate athletics as a member of the University of Notre Dame football team because they would individually and in concert conceal the existence of the representation agreement with and payments received from defendants **NORBY**

**WALTERS** and **LLOYD BLOOM**. Alvin Miller accepted the \$2,500 cash and signed the representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** at that meeting.

(6) On February 12, 1986, the morning after signing the representation agreement with and receiving \$2,500 cash from defendants **NORBY WALTERS** and **LLOYD BLOOM**, Alvin Miller telephoned defendant **NORBY WALTERS** and told **Walters** that he wanted to bring **Walters** back the \$2,500 cash and cancel the representation agreement he had signed the night before. Defendant **NORBY WALTERS** refused to accept back the \$2,500 cash and to cancel the representation agreement Alvin Miller had signed the previous evening. Instead, defendant **NORBY WALTERS** assured Miller that everything would be fine.

(7) In order to conceal the fact that Alvin Miller had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** dated the agreement January 2, 1987, thereby making it appear that the agreement was signed after Miller's last season of eligibility to compete in intercollegiate athletics as a member of the University of Notre Dame football team.

(8) In order to conceal the fact that Alvin Miller was receiving money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** made periodic payments to Miller in the form of Western Union Telegraphic Money Orders.

(9) In order to be permitted to participate in intercollegiate athletics as a member of the University of Notre Dame's football team and to receive his football scholarship covering his tuition, room and board during his senior year, in August 1986 Alvin Miller filed a National Collegiate Athletic Association Student-Athlete Statement for the 1986-87 Academic Year with the University of Notre Dame in which he falsely and **fraudulently** certified that under the rules and regulations adopted by the school, he was eligible to compete in intercollegiate athletics as a member of the



University of Notre Dame football team and to receive an athletic scholarship in that sport.

(10) On the basis of the false and **fraudulent** National Collegiate Athletic Association Student-Athlete Statement for the 1986-87 Academic Year submitted by Alvin Miller, the University of Notre Dame permitted Miller to participate as a member of the University's football team during the 1986 season and awarded him a football scholarship covering his tuition, room, board, and fees for the 1986-87 academic year, in the approximate amount of \$10,380.

(11) Robert Banks was a member of the Class of 1987 at the University of Notre Dame and a member of the University's football team. Banks attended the University of Notre Dame on an athletic scholarship that paid for his tuition, room, board, and fees.

(12) In or about the Spring of 1986, defendant **LLOYD BLOOM** telephoned Robert Banks in South Bend, Indiana in order to solicit Banks to sign a representation agreement which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission.

(13) In or about the Spring of 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** travelled to South Bend, Indiana to solicit Banks to sign a representation agreement with World Sports & Entertainment. At that meeting, defendants **NORBY WALTERS** and **LLOYD BLOOM** offered Robert Banks money in order to induce him to sign a representation agreement with World Sports & Entertainment. Robert Banks declined to sign a representation agreement and suggested that defendants **NORBY WALTERS** and **LLOYD BLOOM** contact him after he completed his eligibility to compete in intercollegiate athletics as a member of the University of Notre Dame football team.

(14) After the end of the 1985-86 Academic Year, defendant **LLOYD BLOOM** telephoned Robert Banks and arranged for another meeting with Banks. On or about May 14, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** travelled to South Bend, Indiana where they met with Robert Banks. At that meeting, in order to induce him to sign a representation agreement with World Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** offered Robert Banks \$5,000 cash and a promise of monthly payments of \$250. Defendants **NORBY WALTERS** and **LLOYD BLOOM** assured Robert Banks that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make him ineligible to participate in intercollegiate athletics as a member of the University of Notre Dame football team because they would individually and in concert conceal the existence of the representation agreement with and payments received from defendants **NORBY WALTERS** and **LLOYD BLOOM**. Robert Banks accepted the \$5,000 cash and signed the representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** at that meeting.

(15) In order to conceal the fact that Robert Banks had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** dated the agreement January 2, 1987, thereby making it appear that the agreement was signed after Banks' last season of eligibility to compete in intercollegiate athletics as a member of the University of Notre Dame football team.

(16) In order to conceal the fact that Robert Banks was receiving money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** made periodic payments to Banks in the form of Western Union Telegraphic Money Orders.

(17) In order to be permitted to participate in intercollegiate athletics as a member of the University of Notre Dame's football team and to receive his athletic scholarship covering his tuition, room and board during his senior year, in August



1986 Robert Banks filed a National Collegiate Athletic Association Student-Athlete Statement for the 1986-87 Academic Year with the University of Notre Dame in which he falsely and fraudulently certified that under the rules and regulations adopted by the school, he was eligible to compete in intercollegiate athletics as a member of the University of Notre Dame football team and to receive an athletic scholarship in that sport.

(18) On the basis of the false and fraudulent National Collegiate Athletic Association Student-Athlete Statement for the 1986-87 Academic Year submitted by Robert Banks, the University of Notre Dame permitted Banks to participate as a member of the University's football team during the 1986 season and awarded him a football scholarship covering his tuition, room, board, and fees for the 1986-87 academic year, in the approximate amount of \$11,477.00.

(f) Temple University

(1) Temple University was a state-related university located in Philadelphia, Pennsylvania and a member school of the NCAA.

(2) Paul Palmer was a member of the Class of 1987 at Temple University and a member of the University's football team. Palmer attended Temple University on an athletic scholarship that paid for his tuition, room, board, books and fees.

(3) In or about June 1986, defendants NORBY WALTERS and LLOYD BLOOM telephoned Paul Palmer in Philadelphia, Pennsylvania in order to solicit Palmer to sign a representation agreement which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission. Defendants NORBY WALTERS and LLOYD BLOOM asked to meet with Paul Palmer to discuss a representation agreement. When Palmer stated that he would meet with them and would bring one of his coaches to the meeting, defendant NORBY WALTERS said "no coaches."

(4) On or about June 17, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** travelled to Philadelphia, Pennsylvania to further solicit Paul Palmer to sign a representation agreement with World Sports & Entertainment. At that meeting, in order to induce him to sign a representation agreement with World Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** offered Paul Palmer \$4,000 cash and a promise of monthly payments of \$250. Defendants **NORBY WALTERS** and **LLOYD BLOOM** assured Paul Palmer that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make him ineligible to participate in intercollegiate athletics as a member of the Temple University football team because they would individually and in concert conceal the existence of the representation agreement with and payments received from defendants **NORBY WALTERS** and **LLOYD BLOOM**. Paul Palmer accepted the \$4,000 cash and signed the representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** at that meeting.

(5) In order to conceal the fact that Paul Palmer had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** dated the agreement January 2, 1987, thereby making it appear that the agreement was signed after Palmer's last season of eligibility to compete in intercollegiate athletics as a member of the Temple University football team.

(6) In order to conceal the fact that Paul Palmer was receiving money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** made periodic payments to Palmer in the form of Western Union Telegraphic Money Orders payable to Palmer and to Palmer's mother.

(7) In order to be permitted to participate in intercollegiate athletics as a member of the Temple University football team and to receive his athletic scholarship covering his tuition, room and board during his senior year, in August 1986 Paul Palmer filed a National Collegiate Athletic Association Student-Athlete Statement



for Academic Year 1986-87 with Temple University in which he falsely and fraudulently certified that under the rules and regulations adopted by the school, he was eligible to compete in intercollegiate athletics as a member of the Temple University football team and to receive an athletic scholarship in that sport.

(8) On the basis of the false and fraudulent National Collegiate Athletic Association Student-Athlete Statement for Academic Year 1986-87 submitted by Paul Palmer, Temple University permitted Palmer to participate as a member of the University's football team during the 1986 season and awarded him a football scholarship covering his tuition, room, board, books and fees for the 1986-87 academic year, in the approximate amount of \$9,340.

(9) In or about November and December 1986, Paul Palmer twice met with defendants NORBY WALTERS and LLOYD BLOOM in New York City. During one of these trips, defendant NORBY WALTERS took Paul Palmer to visit a law firm and an investment firm to meet people who, according to defendant NORBY WALTERS, were going to provide the tax advice and financial expertise that defendants NORBY WALTERS and LLOYD BLOOM would rely upon in their handling of Paul Palmer's financial affairs and investments of the monies he earned as a professional football player.

(10) On or about March 16, 1987, the Director of Intercollegiate Athletics at Temple University met with Paul Palmer to determine whether Paul Palmer had signed a representation agreement with and taken money from defendants NORBY WALTERS and LLOYD BLOOM at a time when he had represented himself to the University as an amateur athlete who was eligible under the rules and regulations adopted by the University to compete in intercollegiate athletics as a member of the University's football team and to receive a scholarship in that sport. Paul Palmer falsely stated that he signed a representation agreement with and received money from defendant NORBY WALTERS on January 2, 1987, after his eligibility had expired.

Palmer told the Athletic Director that this information could be verified by contacting defendant **NORBY WALTERS**, and gave the Athletic Director defendant **NORBY WALTERS'** phone number.

(11) Later that afternoon, on March 16, 1987, the Temple University Athletic Director telephoned defendants **NORBY WALTERS** and **LLOYD BLOOM**. During that telephone conversation, defendant **NORBY WALTERS** confirmed that Paul Palmer had signed a representation agreement with and received money from **Walters** after January 2, 1987 and agreed to send Temple University a copy of the executed contract if Palmer consented to his doing so.

(12) On or about March 17, 1987, defendant **NORBY WALTERS** sent the Temple University Athletic Director a copy of the first and last pages of the representation agreement signed by Paul Palmer, along with a letter stating: "So as to not further confuse the issue, as to the contents on the percentages of the contract, I have just given you the cover and last page. That's the date part and the signature part."

(13) On or about March 26, 1987, the Temple University Athletic Director sent by United States mails a letter to the NCAA concerning its investigation of Paul Palmer and his relationship with defendant **NORBY WALTERS**. On or about April 28, 1987, the Temple University Athletic Director sent to the NCAA by United States mail a copy of its file pertaining to its investigation of Paul Palmer's relationship with defendant **NORBY WALTERS**, including copies of the date and signature pages of the representation agreement, which documents defendant **NORBY WALTERS** had sent to Temple University.

(g) Miami University

(1) Miami University was a state-supported university located in Oxford, Ohio and was a member school of the NCAA and the Mid-American Athletic Conference.



(2) George Swarn was a member of the Class of 1987 at Miami University and a member of the University's football team. Swarn attended Miami University on an athletic scholarship that paid for his tuition, room, board, books and fees.

(3) In or about late November and early December 1985, defendant **NORBY WALTERS** telephoned George Swarn in Oxford, Ohio to solicit Swarn to sign a representation agreement which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission. During that telephone conversation, defendant **NORBY WALTERS** invited George Swarn to New York City for the purpose of continuing that solicitation.

(4) On or about December 9, 1985, George Swarn flew to New York City to meet with defendants **NORBY WALTERS** and **LLOYD BLOOM**. Defendant **NORBY WALTERS** made the arrangements for Swarn's airline ticket and for a limousine to meet Swarn at the airport to transport him to the offices of **Norby Walters Associates**.

(5) On or about December 9, 1985, George Swarn met with defendant **NORBY WALTERS**. At that meeting, in order to induce him to sign a representation agreement with World Sports & Entertainment, defendant **NORBY WALTERS** offered George Swarn \$2,500 cash and a promise of monthly payments of \$250. Defendant **NORBY WALTERS** assured Swarn that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendants **NORBY WALTERS** and **LLOYD BLOOM** would make him ineligible to participate in intercollegiate athletics as a member of the Miami University football team because they would individually and in concert conceal the existence of the representation agreement with and payments received from defendants **NORBY**

**WALTERS** and **LLOYD BLOOM**. George Swarn declined to sign the representation agreement presented by defendant **NORBY WALTERS** at that meeting. Swarn received \$100 from defendant **NORBY WALTERS** for his expenses.

(6) After George Swarn's December 1985 visit to New York and decision not to sign a representation agreement with World Sports & Entertainment, defendants **NORBY WALTERS** and **LLOYD BLOOM** continued contacting Swarn by telephone two or three times per week. During those telephone conversations, defendant **NORBY WALTERS** offered Swarn money and said he wanted Swarn to meet his investment and legal advisors in New York. Swarn agreed to travel to New York to meet these people using airline tickets arranged for by defendant **NORBY WALTERS**.

(7) In or about April 1986, George Swarn travelled to New York City where defendant **NORBY WALTERS** again solicited Swarn to sign a representation agreement. Defendant **NORBY WALTERS** offered Swarn money for Swarn and his family in order to induce Swarn to sign a representation agreement. Swarn again declined the offer.

(8) Following Swarn's second trip to New York City and second refusal of defendant **NORBY WALTERS'** offer of money to sign a representation agreement, defendants **NORBY WALTERS** and **LLOYD BLOOM** continued contacting Swarn by telephone in Oxford, Ohio to further solicit him to sign a representation agreement. Defendant **NORBY WALTERS** repeatedly offered Swarn cash and sent him tickets to a Luther Vandross concert in order to induce Swarn to sign a representation agreement. During one of those telephone calls, arrangements were made for defendant **NORBY WALTERS** to meet with Swarn and his parents at their home in Mansfield, Ohio.

(9) In or about August 1986, defendant **NORBY WALTERS** travelled to the home of George Swarn's parents in Mansfield, Ohio to further solicit Swarn to sign a representation agreement. At that meeting, in order to induce him to sign a representation agreement with World Sports & Entertainment, defendant **NORBY**



**WALTERS** offered George Swarn \$2,500 cash and a promise of monthly payments to follow. Defendant **NORBY WALTERS** again assured Swarn that he need not be concerned about the fact that his signing the representation agreement with and taking money from defendant **NORBY WALTERS** would make him ineligible to participate in intercollegiate athletics as a member of the Miami University football team because they would individually and in concert conceal the existence of the representation agreement with and payments received from defendant **NORBY WALTERS**. George Swarn declined the offer of money but signed the representation agreement presented by defendant **NORBY WALTERS** at that meeting.

(10) On the representation agreement signed by George Swarn, defendant **NORBY WALTERS** hand wrote the following:

If within 30 days of this visit, George Swarn wants to void this contract, it will be completely voided.

\* \* \*

If any authority or the NCAA should become aware of the existence of this contract prior to the last day of eligibility for George Swarn then this contract would become null and void- and in order to be reactivated, would have to be resigned.

(11) Approximately two weeks later, George Swarn and his father telephoned **NORBY WALTERS** and told him that Swarn wanted to terminate the representation agreement he had signed. Defendants **NORBY WALTERS** and **LLOYD BLOOM** continued telephoning Swarn in Oxford, Ohio and continued to offer him money to agree to let them represent him in his professional football career. During one of those conversations, defendant **NORBY WALTERS** said he was coming to Oxford, Ohio and arranged to meet with Swarn.

(12) On or about October 7, 1986, George Swarn met with defendants **NORBY WALTERS** and **LLOYD BLOOM** in Oxford, Ohio. At that meeting, in order to induce him to sign another representation agreement, defendants **NORBY WALTERS** and

**LLOYD BLOOM** offered George Swarn \$2,500 cash. Swarn accepted the cash and signed the representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** at that meeting.

(13) In order to conceal the fact that George Swarn had signed a representation agreement with and received money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** dated the agreement January 1, 1987, thereby making it appear that the agreement was signed after Swarn's last season of eligibility to compete in intercollegiate athletics as a member of the Miami University football team.

(14) In order to conceal the fact that George Swarn was receiving money from an agent, defendants **NORBY WALTERS** and **LLOYD BLOOM** made periodic payments to Swarn in the form of Western Union Telegraphic Money Orders payable to Swarn and a member of his family.

(15) In order to be permitted to participate in intercollegiate athletics as a member of the Miami University football team and to receive his football scholarship covering his tuition, room and board during his senior year, in August 1986 George Swarn filed a National Collegiate Athletic Association Student-Athlete Statement for the 1986-87 Academic Year with Miami University in which he falsely and **fraudulently** certified that under the rules and regulations adopted by the school, he was eligible to compete in intercollegiate athletics as a member of the Miami University football team and to receive an athletic scholarship in that sport.

(16) On the basis of the false and **fraudulent** National Collegiate Athletic Association Student-Athlete Statement for the 1986-87 Academic Year submitted by Swarn, Miami University permitted Swarn to participate as a member of the University's football team during the 1986 season and awarded him a football scholarship covering his tuition, room, board, books and fees for the 1986-87 academic year, in the amount of \$5,172.00.



27. The Extortion of Student-Athletes

(a) Maurice Douglass

(1) On or about December 27, 1985, Maurice Douglass signed a representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission. Douglass received various financial benefits from defendants **NORBY WALTERS** and **LLOYD BLOOM** for signing this agreement.

(2) In or about April 1986, prior to the 1986 National Football League Draft, Maurice Douglass decided to retain a different agent and to terminate his representation agreement with defendants **NORBY WALTERS** and **LLOYD BLOOM**. After defendants **NORBY WALTERS** and **LLOYD BLOOM** were informed of Maurice Douglass' decision, Douglass received numerous phone calls from defendant **LLOYD BLOOM** in which **Bloom** threatened that if Douglass did not retain defendants **NORBY WALTERS** and **LLOYD BLOOM** as his agents, they would have somebody "break his legs" and that Douglass might not ever make it to the upcoming National Football League Draft.

(3) Douglass reconsidered his decision to terminate his representation agreement with World Sports & Entertainment because of the threats of physical harm that defendants **NORBY WALTERS** and **LLOYD BLOOM** would cause him if he did terminate the representation agreement. Douglass decided to terminate the representation agreement and repay defendants **NORBY WALTERS** and **LLOYD BLOOM** the monies they had advanced him. After Douglass paid back a portion of the money, defendant **LLOYD BLOOM** called Douglass again, demanding that all the money be paid back right away and threatening to send someone to "get" Douglass if the money were not repaid immediately.

(b) Ronald Morris

(1) On or about November 4, 1985, Ronald Morris signed a representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission. Ronald Morris received various financial benefits from defendants **NORBY WALTERS** and **LLOYD BLOOM** for signing this representation agreement.

(2) In or about October 1986, defendant **LLOYD BLOOM** told Ronald Morris that he wanted Morris to sign a second representation agreement. When Morris refused to sign a new representation agreement, defendant **LLOYD BLOOM** telephoned Morris and told him that Morris had better sign the new agreement or pay back the money he received from defendants **NORBY WALTERS** and **LLOYD BLOOM**. Defendant **BLOOM** stated that the money they had given to Morris was not defendant **WALTERS'**. Rather, defendant **LLOYD BLOOM** told Morris the money came from people in Los Angeles who "don't play around" and who "don't care what they do to you and your family."

(3) In or about October and November 1986, defendant **LLOYD BLOOM** continued to threaten Ronald Morris with respect to what defendants **NORBY WALTERS** and **LLOYD BLOOM** would do if Morris terminated their representation agreement and retained another agent. During a series of telephone calls, defendant **LLOYD BLOOM** told Ronald Morris that defendants **NORBY WALTERS** and **LLOYD BLOOM** would have someone break his legs and that Morris would never play football again. Defendant **LLOYD BLOOM** reminded Morris that the money given to Morris came not from defendant **NORBY WALTERS**, but rather from "bigger backers" from Los Angeles who "don't care about what they do," including blowing up the house of Morris' new agent.



(4) On or about November 17, 1986, Ronald Morris placed a telephone call from Dallas, Texas to defendant **LLOYD BLOOM** in New York City. Morris told defendant **LLOYD BLOOM** that he would not be able to repay the money right away and asked for more time. Defendant **LLOYD BLOOM** informed Morris that defendant **NORBY WALTERS** did not want to let Morris out of his representation agreement even if Morris paid back the money advanced to him. Defendant **LLOYD BLOOM** told Morris that he was not in this business just to get his money back because "I've got partners and **Norby** says he doesn't want it run that way." Defendant **LLOYD BLOOM** threatened that if Morris did not decide to let defendants **NORBY WALTERS** and **LLOYD BLOOM** negotiate his professional contract, defendant **NORBY WALTERS** had said he would produce Morris' signed representation agreement to the NCAA, which would invoke "the death penalty" and prohibit his school from playing intercollegiate football entirely for two years. Defendant **LLOYD BLOOM** further threatened to ruin Ronald Morris' name and reputation by causing him to be widely known as the person who brought down the athletic program at his university.

(c) Everett Gay

(1) In or about the Summer of 1986, Everett Gay signed a representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission. Everett Gay received various financial benefits from defendants **NORBY WALTERS** and **LLOYD BLOOM** for signing this representation agreement.

(2) In or about November 1986, defendant **LLOYD BLOOM** telephoned a teammate of Everett Gay who had introduced Gay to defendants **NORBY WALTERS** and **LLOYD BLOOM** and who had himself signed a representation agreement with defendants **NORBY WALTERS** and **LLOYD BLOOM**. During that telephone

conversation, defendant **LLOYD BLOOM** told Gay's teammate that he had heard that Gay may be getting a different agent to represent him in his professional football career. Defendant **LLOYD BLOOM** told Gay's teammate that he better speak to Gay because "Norby says no one does him like that." Defendant **LLOYD BLOOM** told Gay's teammate to tell Gay that "we can get someone from Vegas to come down and see that Everett Gay doesn't play football again." Gay's teammate communicated this threat to Gay, as defendant **LLOYD BLOOM** had instructed him to do.

(3) Upon learning of the threats concerning what defendants **NORBY WALTERS** and **LLOYD BLOOM** would do to him if he retained a different agent, Everett Gay placed a telephone call from Austin, Texas to defendants **NORBY WALTERS** and **LLOYD BLOOM** in New York City. Gay told defendants **NORBY WALTERS** and **LLOYD BLOOM** that he did not like them threatening him through a teammate. Defendant **LLOYD BLOOM** said he and defendant **NORBY WALTERS** had heard Gay was thinking of leaving them, and told him how defendants **NORBY WALTERS** and **LLOYD BLOOM** had sent "some people" over to the home of the parents of another football player who had left them after signing a representation agreement and that they had done so while that player was in training camp. Defendant **LLOYD BLOOM** told Gay: "that's why we have partners in California, to make sure we don't get messed over."

(d) Anthony Woods

(1) On or about February 10, 1986, Anthony Woods signed a representation agreement presented by defendants **NORBY WALTERS** and **LLOYD BLOOM** which provided that World Sports & Entertainment would serve as his agent and would represent him in negotiating a contract with a National Football League team as well as in marketing his athletic skills and reputation, in exchange for a substantial commission. Woods received various financial benefits from defendants **NORBY WALTERS** and **LLOYD BLOOM** for signing this agreement.



(2) On or about December 19, 1986, Anthony Woods sent defendant **NORBY WALTERS** a letter by certified mail in which Woods informed defendant **NORBY WALTERS** that he was terminating the representation agreement dated January 2, 1987. The letter stated Woods' desire "to resolve this matter amicably" and requested that defendant **NORBY WALTERS** send Woods "an itemized list of any services rendered to date."

(3) In or about January 1987, after defendant **NORBY WALTERS** received Woods' termination letter, Woods received a message to call defendant **LLOYD BLOOM**. Woods then placed a telephone call from Pittsburgh, Pennsylvania to the office of **Norby Walters Associates** in New York City. Woods first spoke with defendant **LLOYD BLOOM** about his decision to terminate his representation agreement. Defendant **BLOOM** told Woods that "**Norby** says I have to do what I have to do" now that Woods had terminated his representation agreement and that defendant **WALTERS** threatened to "bring down" the University of Pittsburgh athletic program by exposing to the NCAA the fact that Woods had signed a representation agreement with and taken money from an agent while still representing himself as an amateur athlete eligible to compete in intercollegiate athletics as a member of the University's football team. Defendant **LLOYD BLOOM** further informed Woods that if Woods persisted in his decision to terminate his representation agreement, defendant **NORBY WALTERS** had threatened to see to it that Woods' brother and teammate would never play college football again by exposing to the NCAA the fact that Woods' brother had once travelled home on an airline ticket Woods had arranged for through defendants **NORBY WALTERS** and **LLOYD BLOOM**.

(4) Later in that telephone conversation, Woods spoke with defendant **NORBY WALTERS** about his decision to terminate his representation agreement. During that conversation, defendant **NORBY WALTERS** told Woods that "I'm playing very hard ball here", and made numerous threats concerning what he would do if

Woods did not again agree to have defendant **NORBY WALTERS** represent him in his professional athletic career. Defendant **NORBY WALTERS** repeated defendant **LLOYD BLOOM's** previous threats to harm the reputation of Woods and the University of Pittsburgh's athletic program by exposing the fact that Woods had signed a representation agreement with and taken money from defendants **NORBY WALTERS** and **LLOYD BLOOM** while representing himself as an amateur athlete eligible to compete in intercollegiate athletics as a member of the University's football team. Defendant **NORBY WALTERS** also threatened to expose the fact that Woods' brother and teammate on the University of Pittsburgh football team had once travelled home on an airline ticket Woods had arranged for through defendants **NORBY WALTERS** and **LLOYD BLOOM**, which defendant **NORBY WALTERS** said would cost Woods' brother his remaining years of eligibility to play college football and would result in his being "thrown out of school." Defendant **NORBY WALTERS** also threatened to harm the reputation of Woods' family by exposing the fact that Woods' parents had received money from defendants **NORBY WALTERS** and **LLOYD BLOOM**. Finally, defendant **NORBY WALTERS** told Woods:

This is my life on the line. . . now it's your life on the line. To me I say you have to examine it because it is your life, your reputation, your business. . . . your family, your brother, your school, everything is going to be tainted and tainted bad. It's gonna be terrible for you.

28. The **Fraud** Upon Paul Palmer

(a) In or about November and December 1986, Paul Palmer twice met with defendants **NORBY WALTERS** and **LLOYD BLOOM** in New York City. During one of these trips, defendant **NORBY WALTERS** took Paul Palmer to visit a law firm and an investment firm to meet people who, according to defendant **NORBY WALTERS**, were going to provide the tax advice and financial expertise that defendants **NORBY WALTERS** and **LLOYD BLOOM** would rely upon in their handling of Paul Palmer's



financial affairs and investments of the monies he earned as a professional football player.

(b) On or about April 28, 1987, Paul Palmer was selected by the Kansas City Chiefs in the first round of the 1987 National Football League Draft. After that selection, defendants **NORBY WALTERS** and **LLOYD BLOOM** negotiated with the Kansas City Chiefs on Paul Palmer's behalf a series of player contracts, which Palmer signed on July 17, 1987.

(c) On or about July 20, 1987, at the direction of defendant **LLOYD BLOOM**, three cashier's checks were purchased using monies paid to Paul Palmer by the Kansas City Chiefs as a signing bonus. One cashier's check was made payable to "**Norby Walters** and Associates" in the amount of \$78,000, which amount represented the commission earned by defendants **NORBY WALTERS** and **LLOYD BLOOM** for negotiating Paul Palmer's player contracts with the Kansas City Chiefs.

(d) A second cashier's check dated July 20, 1987 was made payable to "**Norby Walters** and Associates" in the amount of \$30,000, which amount represented the repayment of the amounts Paul Palmer had received from defendants **NORBY WALTERS** and **LLOYD BLOOM**.

(e) A third cashier's check dated July 20, 1987 was made payable to Lincolnshire Financial Services Inc., the Articles of Incorporation of which were filed with the Secretary of the State of California the next day, July 21, 1987. That cashier's check, payable in the amount of \$125,000, was obtained from Paul Palmer on the basis of defendant **LLOYD BLOOM's** false and **fraudulent** representations that this money was going to be used to invest in a "credit repair" business and that defendant **LLOYD BLOOM** was himself investing approximately \$100,000 in that business.

(f) On or about July 27, 1987, defendant **LLOYD BLOOM** opened accounts in the name of Lincolnshire Financial Services Inc. at City National Bank in Los Angeles, California into which he deposited the \$125,000 he **fraudulently** obtained from Paul

Palmer. Beginning the day he opened these accounts, defendant **LLOYD BLOOM** **fraudulently** converted Paul Palmer's money to his personal use, including but not limited to the following:

(i) On or about July 27, 1987, the day he opened the account, defendant **LLOYD BLOOM** wrote a check on the Lincolnshire account payable in the amount of \$82,247, which check was used to make a down payment on the lease of a 1987 Rolls Royce Corniche convertible with a value of \$160,300, which vehicle was for defendant **LLOYD BLOOM's** personal use;

(ii) Defendant **LLOYD BLOOM** wrote checks payable to himself in the approximate aggregate amount of \$27,000;

(iii) Defendant **LLOYD BLOOM** wrote checks to pay personal expenses, including: his American Express bill (\$1,577.50); his Mastercard bill (\$1,308.51); his Visa bill (\$669.88); his accountant (\$500); his tailor (\$138); his clothier (\$6,958.60); and to pay his tuition at a karate studio (\$150);

(iv) Defendant **LLOYD BLOOM** wrote checks to cover the cost of insuring his Rolls Royce Corniche convertible (\$6,188) and to have detail work done on that automobile (\$200);

(v) Defendant **LLOYD BLOOM** wrote checks to his father to repay loans (\$2,500) and to his ex-wife for "home, rent, electricity" (\$1,200) and for "tableware for home & entertainment" (\$792).

(g) On or about September 25, 1987, defendant **LLOYD BLOOM** obtained another \$20,000 from Paul Palmer by falsely and **fraudulently** representing that this money was to be invested in the business of Lincolnshire Financial Services Inc.

(h) Between July 27, 1987 and November 23, 1987, defendant **LLOYD BLOOM** **fraudulently** converted to his own use approximately \$140,000 of the \$145,000 of Paul Palmer's money that he was supposed to invest in Lincolnshire Financial Services



Inc. and, contrary to his representations to Paul Palmer, never contributed \$100,000 to the capital of Lincolnshire Financial Services.

29. Concealment

(a) On or about March 27, 1987, a federal grand jury subpoena was served upon World Sports & Entertainment. One of the categories of documents called for by the subpoena was proposed and/or executed contracts with or on behalf of athletes who were actual or potential clients of World Sports & Entertainment.

(b) On or about April 6, 1987, in response to the grand jury subpoena, World Sports & Entertainment produced contracts pertaining to fifty-one athletes, all of whom had completed the time period of their eligibility to compete in their intercollegiate sport. In responding to the grand jury subpoena, defendants **NORBY WALTERS** and **LLOYD BLOOM** withheld and concealed the evidence of contracts pertaining to student-athletes who continued to hold themselves out to their universities as eligible to receive their athletic scholarships and to compete in their intercollegiate sport.

(c) On or about April 8, 1988, World Sports & Entertainment produced "lists of players under contract to World Sports & Entertainment." The lists included fifty-one players, all of whom had completed the time period of their eligibility to compete in their intercollegiate sport. In producing these "lists of players under contract to World Sports & Entertainment," defendants **NORBY WALTERS** and **LLOYD BLOOM** withheld from those lists and concealed the identity of student-athletes who had signed contracts with World Sports & Entertainment who continued to hold themselves out to their universities as eligible to receive their athletic scholarships and to compete in their intercollegiate sport.

In violation of Title 18, United States Code, Section 1962(d).

COUNT TWO

The SPECIAL MAY 1987 GRAND JURY further charges:

1. Paragraph 26(a) of Count One of this indictment is realleged and incorporated herein by reference.

2. Beginning in or about August 1984, and continuing until in or about May 1987,

**NORBY WALTERS** and  
**LLOYD BLOOM,**

defendants herein, devised, intended to devise and engaged in a scheme to **defraud** and to obtain money and property by means of false and **fraudulent** pretenses, representations and promises, in which defendants **NORBY WALTERS** and **LLOYD BLOOM** engaged in a scheme:

(a) to **defraud** the University of Michigan, Michigan State University, the University of **Iowa**, Purdue University, the University of Notre Dame, Temple University, and Miami University and to obtain money and property in the form of tuition, room, board, fees and other financial assistance provided to student-athletes on the basis of false certifications submitted to their school; and

(b) to **defraud** the University of Michigan, Michigan State University, the University of **Iowa**, Purdue University, the University of Notre Dame, Temple University, and Miami University of property, namely their right to control the allocation of a limited number of athletic scholarships to student-athletes who the universities considered to be eligible, under the rules and regulations adopted by the university, to compete and represent their school in intercollegiate football and to receive an athletic scholarship in that sport.

3. On or about September 15, 1986, at Schaumburg, in the Northern District of Illinois, Eastern Division,



**NORBY WALTERS** and  
**LLOYD BLOOM,**

defendants herein, for the purpose of executing the previously described scheme to **defraud**, and attempting to do so, knowingly caused to be delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to:

The Big Ten Conference  
Office of Commissioners of Athletics  
1111 Plaza Drive  
Schaumburg, Illinois 60173,

containing the Certified Eligibility List for the 1986 University of Michigan football team and the Statement of Eligibility and Statement of Financial Support submitted by Garland Rivers and the Statement of Eligibility and Statement of Financial Support submitted by Robert Perryman;

In violation of Title 18, United States Code, Section 1341.

COUNT THREE

The SPECIAL MAY 1987 GRAND JURY further charges:

1. Paragraph 26(b) of Count One of this indictment is realleged and incorporated herein by reference.

2. Paragraph two of Count Two of this indictment is realleged and incorporated herein by reference.

3. On or about September 18, 1986 at Schaumburg, in the Northern District of Illinois, Eastern Division,

**NORBY WALTERS** and  
**LLOYD BLOOM,**

defendants herein, for the purpose of executing the previously described scheme to **defraud,** and attempting to do so, knowingly caused to be delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to:

The Big Ten Conference  
Office of Commissioners of Athletics  
1111 Plaza Drive  
Schaumburg, Illinois 60173,

containing the Certified Eligibility List for the 1986 Michigan State University football team and the Statement of Eligibility and Statement of Financial Support submitted by Mark Ingram;

In violation of Title 18, United States Code, Section 1341.



COUNT FOUR

The SPECIAL MAY 1987 GRAND JURY further charges:

1. Paragraph 26(c) of Count One of this indictment is realleged and incorporated herein by reference.
2. Paragraph two of Count Two of this indictment is realleged and incorporated herein by reference.
3. On or about September 20, 1985 at Schaumburg, in the Northern District of Illinois, Eastern Division,

**NORBY WALTERS** and  
**LLOYD BLOOM,**

defendants herein, for the purpose of executing the previously described scheme to **defraud**, and attempting to do so, knowingly caused to be delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to:

The Big Ten Conference  
Office of Commissioners of Athletics  
1111 Plaza Drive  
Schaumburg, Illinois 60173,

containing the Certified Eligibility List for the 1985 University of **Iowa** football team and the Statement of Eligibility and Statement of Financial Support submitted by Ronald **Harmon** and the Statement of Eligibility and Statement of Financial Support submitted by Devon Mitchell;

In violation of Title 18, United States Code, Section 1341.

COUNT FIVE

The SPECIAL MAY 1987 GRAND JURY further charges:

1. Paragraph 26(d) of Count One of this indictment is realleged and incorporated herein by reference.

2. Paragraph two of Count Two of this indictment is realleged and incorporated herein by reference.

3. On or about September 12, 1986 at Schaumburg, in the Northern District of Illinois, Eastern Division,

**NORBY WALTERS** and  
**LLOYD BLOOM,**

defendants herein, for the purpose of executing the previously described scheme to **defraud**, and attempting to do so, knowingly caused to be delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to:

The Big Ten Conference  
Office of Commissioners of Athletics  
1111 Plaza Drive  
Schaumburg, Illinois 60173,

containing the Certified Eligibility List for the 1986 Purdue University football team and the Statement of Eligibility and Statement of Financial Support submitted by Roderick Woodson;

In violation of Title 18, United States Code, Section 1341.



COUNT SIX

The SPECIAL MAY 1987 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1, 2, and 5 through 10 of Count One of this indictment.

2. From in or about August 1984 to and including December 1987, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

**NORBY WALTERS** and  
**LLOYD BLOOM,**

defendants herein, together with others known and unknown to the Grand Jury, did knowingly and wilfully combine, conspire, confederate and agree together to commit the following offenses against the United States of America:

(a) Collection of debts by **extortionate** means, in violation of Title 18, United States Code, Section 894;

(b) Mail **fraud**, in violation of Title 18, United States Code, Section 1341;  
and

(c) Wire **fraud**, in violation of Title 18, United States Code, Section 1343.

OVERT ACTS

3. In furtherance of the conspiracy, defendants **NORBY WALTERS** and **LLOYD BLOOM** agreed to commit and did commit a number of acts, including but not limited to the acts set forth in paragraphs 13 through 29 of Count One of this indictment, which paragraphs are realleged and incorporated herein by reference.

In violation of Title 18, United States Code, Section 371.

COUNT SEVEN

The SPECIAL MAY 1987 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1, 2, and 5 through 10 of Count One of this indictment.
2. Beginning in or about early 1981 and continuing through in or about December 1987, in the Northern District of Illinois, Eastern Division,

**NORBY WALTERS** and  
**LLOYD BLOOM,**

defendants herein, being persons associated with and employed by **Norby Walters Associates**, and World Sports & Entertainment, an enterprise, the activities of which affected interstate commerce, did knowingly conduct and participate directly and indirectly in the conduct of the affairs of **Norby Walters Associates** and World Sports & Entertainment, through a pattern of **racketeering** activity, as that term is defined in Title 18, United States Code, Section 1961, said **racketeering** activity consisting of the following:

- (a) Multiple acts of **extortion** and attempted **extortion**, in violation of Title 18, United States Code, Section 1951;
- (b) Multiple acts of collection of extensions of debts by **extortionate** means, in violation of Title 18, United States Code, Section 894;
- (c) Multiple acts of mail **fraud**, in violation of Title 18, United States Code, Section 1341;
- (d) Multiple acts of wire **fraud**, in violation of Title 18, United States Code, Section 1343; and
- (e) Multiple acts of the use of interstate facilities in furtherance of unlawful activity, in violation of Title 18, United States Code, Section 1952.

**Racketeering Act I**

The Jackson Five Tour

3. The Grand Jury realleges and incorporates by reference paragraph eleven of Count One of this indictment, and alleges the following **racketeering** acts:



(a) During 1981, defendant **NORBY WALTERS** committed, attempted to commit, and conspired to commit **extortion**, which **extortion** would and did affect commerce, which **extortion** consisted of conspiring and attempting to obtain property in the form of a percentage of the profits of the Jackson Five concert tour from the group's manager with his consent induced by wrongful use of fear of economic and physical harm, in violation of Title 18, United States Code, Section 1951.

(b) During 1981, defendant **NORBY WALTERS** travelled from New York City to Los Angeles, California;

(c) During 1981, defendant **NORBY WALTERS** caused Michael **Franzese** to travel from New York City to Los Angeles, California; and

(d) During 1981, defendant **NORBY WALTERS** used interstate facilities to make telephone calls from New York City to the manager for the Jackson Five in Los Angeles, California;

all with intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of unlawful activity, to wit: **extortion** and attempted **extortion** in violation of Title 18, United States Code, Section 1951; and thereafter performed, attempted to perform and caused the performance of and attempted performance of acts to promote, manage, establish and carry on, and facilitate the promotion, management, establishment and carrying on of said illegal activity, in violation of Title 18 United States Code, Section 1952.

The Scheme To **Defraud** The Universities

#### **RACKETEERING ACT II**

##### 4. The University of Michigan

(a) The Grand Jury realleges and incorporates herein by reference Count Two of this indictment as **Racketeering** Act II(a), and charges further **racketeering** acts by defendants **NORBY WALTERS** and **LLOYD BLOOM** as follows:

(b) In or about February 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Canton, Ohio, certain signs and signals, namely an interstate telephone call to Garland Rivers, in violation of Title 18, United States Code, Section 1343.

(c) On or about April 23, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Canton, Ohio, certain signs and signals, namely a Western Union Telegraphic Money Order payable to Gladys Green, Garland Rivers' mother, in the amount of \$250.00, in violation of Title 18 United States Code, Section 1343.

(d) On or about August 4, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Ann Arbor, Michigan certain signs and signals, namely a Western Union Telegraphic Money Order wire transfer payable to Robert Perryman, in the amount of \$243.50, in violation of Title 18 United States Code, Section 1343.

(e) On or about September 12, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme to **defraud**, and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to John H. Leavens, Director of Compliance Services, NCAA, P.O. Box 1906, Mission, Kansas 66201, containing the 1986-87 NCAA Certification of Compliance for the 1986 University of Michigan football team, in violation of Title 18, United States Code, Section 1341.

(f) On or about December 16, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme to **defraud**,



and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to the National Collegiate Athletic Association, P.O. Box 1906, Mission, Kansas 66201, containing the Championships Certification of Eligibility-Availability Form for the University of Michigan football team for the 1987 Rose Bowl Game, in violation of Title 18, United States Code, Section 1341.

Racketeering Act III

5. Michigan State University

(a) The Grand Jury realleges and incorporates herein by reference Count Three of this indictment as Racketeering Act III(a), and charges further racketeering acts by defendants NORBY WALTERS and LLOYD BLOOM as follows:

(b) In or about July 1986, defendants NORBY WALTERS and LLOYD BLOOM, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Flint, Michigan, certain signs and signals, namely an interstate telephone call to Mark Ingram, in violation of Title 18, United States Code, Section 1343.

(c) On or about August 3, 1986, defendants NORBY WALTERS and LLOYD BLOOM, for the purpose of executing the above-described scheme, and attempting to do so, knowingly caused to be delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to Mark Ingram's mother, Katherine Riley, 618 West Austin, Flint, Michigan, containing a check payable to Katherine Riley in the amount of \$250.00, in violation of Title 18 United States Code, Section 1341.

(d) On or about September 9, 1986, defendants NORBY WALTERS and LLOYD BLOOM, for the purpose of executing the above-described scheme to defraud, and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal

Service, according to directions thereon, an envelope addressed to John H. Leavens, Director of Compliance Services, NCAA, P.O. Box 1906, Mission, Kansas 66201, containing the 1986-87 NCAA Certification of Compliance for the 1986 Michigan State football team, in violation of Title 18, United States Code, Section 1341.

Racketeering Act IV

6. The University of Iowa

(a) The Grand Jury realleges and incorporates herein by reference Count Four of this indictment as Racketeering Act IV(a), and charges further racketeering acts by defendants NORBY WALTERS and LLOYD BLOOM as follows:

(b) In or about March 1985, defendants NORBY WALTERS and LLOYD BLOOM, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Iowa City, Iowa, certain signs and signals, namely an interstate telephone call to Ronald Harmon, in violation of Title 18, United States Code, Section 1343.

(c) On or about April 8, 1985, defendants NORBY WALTERS and LLOYD BLOOM, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Iowa City, Iowa, certain signs and signals, namely a Western Union Telegraphic Money Order wire transfer payable to Ronald Harmon, in the amount of \$250.00, in violation of Title 18 United States Code, Section 1343.

(d) In or about June 1985, defendants NORBY WALTERS and LLOYD BLOOM, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Iowa City, Iowa, certain signs and signals, namely an interstate telephone call to Devon Mitchell, in violation of Title 18 United States Code, Section 1343.

(e) On or about July 3, 1985, defendants NORBY WALTERS and LLOYD BLOOM, for the purpose of executing the above-described scheme knowingly caused to



be transmitted by wire communication in interstate commerce from New York, New York to Iowa City, Iowa, certain signs and signals, namely a Western Union Telegraphic Money Order wire transfer payable to Devon Mitchell, in the amount of \$150.00, in violation of Title 18 United States Code, Section 1343.

(f) On or about September 3, 1985, defendants NORBY WALTERS and LLOYD BLOOM, for the purpose of executing the above-described scheme to defraud, and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to Janice B. Wegner, NCAA, P.O. Box 1906, Mission, Kansas 66201, containing the 1985-86 NCAA Certification of Compliance for the 1985 University of Iowa football team, in violation of Title 18, United States Code, Section 1341.

(g) On or about December 10, 1985, defendants NORBY WALTERS and LLOYD BLOOM, for the purpose of executing the above-described scheme to defraud, and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to the National Collegiate Athletic Association, P.O. Box 1906, Mission, Kansas 66201, containing the Championships Certification of Eligibility-Availability Form for the University of Iowa football team for the 1986 Rose Bowl Game, in violation of Title 18, United States Code, Section 1341.

#### Racketeering Act V

##### 7. Purdue University

(a) The Grand Jury realleges and incorporates herein by reference Count Five of this indictment as Racketeering Act V(a), and charges further racketeering acts by defendants NORBY WALTERS and LLOYD BLOOM as follows:

(b) In or about May 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Fort Wayne, Indiana, certain signs and signals, namely an interstate telephone call to Roderick Woodson, in violation of Title 18, United States Code, Section 1343.

(c) On or about June 27, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Fort Wayne, Indiana, certain signs and signals, namely a Western Union Telegraphic Money Order wire transfer payable in the name of Linda Woodson, Roderick Woodson's mother, in the amount of \$393.50, in violation of Title 18 United States Code, Section 1343.

(d) On or about September 9, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme to **defraud**, and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to John H. Leavens, Director of Compliance Services, NCAA, P.O. Box 1906, Mission, Kansas 66201, containing the 1986-87 NCAA Certification of Compliance for the 1986 Purdue University football team, in violation of Title 18, United States Code, Section 1341.

**Racketeering Act VI**

8. The University of Notre Dame

The Grand Jury realleges and incorporates herein by reference paragraph 26(f) of Count One of this indictment, and charges **racketeering** acts by defendants **NORBY WALTERS** and **LLOYD BLOOM** as follows:

(a) On or about February 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to



be transmitted by wire communication in interstate commerce from New York, New York to South Bend, Indiana, certain signs and signals, namely an interstate telephone call to Alvin Miller, in violation of Title 18, United States Code, Section 1343.

(b) On or about April 30, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to South Bend, Indiana, certain signs and signals, namely a Western Union Telegraphic Money Order wire transfer payable to Alvin Miller, in the amount of \$293.50, in violation of Title 18 United States Code, Section 1343.

(c) In or about the Spring of 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to South Bend, Indiana, certain signs and signals, namely an interstate telephone call to Robert Banks, in violation of Title 18 United States Code, Section 1343.

(d) On or about September 3, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to South Bend, Indiana, certain signs and signals, namely a Western Union Telegraphic Money Order wire transfer payable to Robert Banks, in the amount of \$250.00, in violation of Title 18 United States Code, Section 1343.

(e) On or about September 8, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme to **defraud**, and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to John H. Leavens, Director of Compliance Services, NCAA, P.O. Box 1906, Mission, Kansas 66201, containing the 1986-87 NCAA Certification of Compliance for the 1986 University of Notre Dame football team, in violation of Title 18, United States Code, Section 1341.

Racketeering Act VII

9. Temple University

The Grand Jury realleges and incorporates herein by reference paragraph 26(g) of Count One of this indictment, and charges **racketeering** acts by defendants **NORBY WALTERS** and **LLOYD BLOOM** as follows:

(a) In or about June 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Philadelphia, Pennsylvania, certain signs and signals, namely an interstate telephone call to Paul Palmer, in violation of Title 18, United States Code, Section 1343.

(b) On or about December 22, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Fitchburg, Massachusetts certain signs and signals, namely a Western Union Telegraphic Money Order wire transfer payable in the name of Paul Palmer's mother, Vivian Stinson, in the amount of \$243.50, in violation of Title 18 United States Code, Section 1343.

(c) On or about April 28, 1987, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme to **defraud**, and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to L. Douglas Johnson, Director of Legislative Services, The National Collegiate Athletic Association, P.O. Box 1906, Mission, Kansas 66201, containing a copy of the University's file pertaining to its investigation of Paul Palmer's relationship with defendant **NORBY WALTERS**, including copies of the date and signature pages of the representation agreement signed by



Palmer, which documents defendant **NORBY WALTERS** had sent to Temple University, in violation of Title 18, United States Code, Section 1341.

(d) On or about September 8, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme to **defraud**, and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to John H. Leavens, Director of Compliance Services, NCAA, P.O. Box 1906, Mission, Kansas 66201, containing the 1986-87 NCAA Certification of Compliance for the 1986 Temple University football team, in violation of Title 18, United States Code, Section 1341.

**Racketeering Act VIII**

10. Miami University

The Grand Jury realleges and incorporates herein by reference paragraph 26(h) of the Overt Acts section of Count One of this indictment, and charges **racketeering** acts by defendants **NORBY WALTERS** and **LLOYD BLOOM** as follows:

(a) In or about December 1985, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Oxford, Ohio, certain signs and signals, namely an interstate telephone call to George Swarn, in violation of Title 18, United States Code, Section 1343.

(b) On or about December 10, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from New York, New York to Mansfield, Ohio, certain signs and signals, namely a Western Union Telegraphic Money Order wire transfer payable to Frances Swarn, in the amount of \$250.00, in violation of Title 18 United States Code, Section 1343.

(c) On or about August 26 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme to **defraud**, and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to the Mid-American Athletic Conference, Four SeaGate, Suite 501, Toledo, Ohio 43604, containing the certified Eligibility Report for the 1986 Miami University football team, in violation of Title 18, United States Code, Section 1341.

(d) On or about August 25, 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme to **defraud**, and attempting to do so, knowingly caused to be placed in an authorized depository for mail matter to be sent and delivered through the mails by the United States Postal Service, according to directions thereon, an envelope addressed to John H. Leavens, Director of Compliance Services, NCAA, P.O. Box 1906, Mission, Kansas 66201, containing the 1986-87 NCAA Certification of Compliance for the 1986 Miami University football team, in violation of Title 18, United States Code, Section 1341.

The **Extortion** Of Student-Athletes

**Racketeering** Act IX

11. Maurice Douglass

The Grand Jury realleges and incorporates herein by reference paragraph 27(a) of Count One of this indictment, and charges **racketeering** acts by defendants **NORBY WALTERS** and **LLOYD BLOOM** as follows:

(a) In or about April 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** committed, attempted to commit and conspired to commit **extortion**, which **extortion** would and did affect commerce, which **extortion** consisted of threatening physical violence to Maurice Douglass in furtherance of a plan to obtain property, namely, the right to negotiate a player contract on Douglass' behalf with a National



Football League team and to thereby obtain a percentage of his National Football League player's salary and signing bonus with his consent induced by wrongful use of threatened force, violence and fear, in violation of Title 18, United States Code, Section 1951.

(b) In or about April 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** knowingly participated in and conspired to participate in the use of **extortionate** means, as that term is used in Title 18, United States Code, Section 891(7), to collect and attempt to collect money advanced to Maurice Douglass and to punish him for the nonrepayment thereof, in violation of Title 18, United States Code, Section 894.

(c) In or about April 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** used interstate facilities to engage in telephone conversations with Maurice Douglass with the intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of unlawful activity, to wit: **extortion** and attempted **extortion** in violation of Title 18, United States Code, Section 1951; and thereafter performed, attempted to perform and caused the performance of and attempted performance of acts to promote, manage, establish and carry on, and facilitate the promotion, management, establishment and carrying on of said illegal activity, in violation of Title 18, United States Code, Section 1952.

**Racketeering Act X**

12. Ronald Morris

The Grand Jury realleges and incorporates herein by reference paragraph 27(b) of Count One of this indictment, and charges **racketeering** acts by defendants **NORBY WALTERS** and **LLOYD BLOOM** as follows:

(a) In or about October and November 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** committed, attempted to commit and conspired to commit **extortion**, which **extortion** would and did affect commerce, which **extortion** consisted of threatening physical violence to Ronald Morris in furtherance of a plan to

obtain property, namely, the right to negotiate a player contract on Morris' behalf with a National Football League team and to thereby obtain a percentage of his National Football League player's salary and signing bonus with his consent induced by wrongful use of threatened force, violence and fear, in violation of Title 18, United States Code, Section 1951.

(b) In or about November 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** knowingly participated in and conspired to participate in the use of **extortionate** means, as that term is used in Title 18, United States Code, Section 891(7)--including the express and implicit threat of violence and other criminal means to cause harm to Ronald Morris, his family and his reputation--to collect and attempt to collect money advanced to Ronald Morris and to punish him for the nonrepayment thereof, in violation of Title 18, United States Code, Section 894.

(c) In or about November 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** used interstate facilities to engage in telephone conversations with Ronald Morris with intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of unlawful activity, to wit: **extortion** and attempted **extortion** in violation of Title 18, United States Code, Section 1951; and thereafter performed, attempted to perform and caused the performance of and attempted performance of acts to promote, manage, establish and carry on, and facilitate the promotion, management, establishment and carrying on of said illegal activity, in violation of Title 18, United States Code, Section 1952.

#### **Racketeering Act XI**

##### 13. Everett Gay

The Grand Jury realleges and incorporates herein by reference paragraph 27(c) of Count One of this indictment, and charges **racketeering** acts by defendants **NORBY WALTERS** and **LLOYD BLOOM** as follows:



(a) In or about November 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** attempted to commit and conspired to commit **extortion**, which **extortion** would and did affect commerce, which **extortion** consisted of threatening physical violence to Everett Gay in furtherance of a plan to obtain property, namely, the right to negotiate a player contract on Gay's behalf with a National Football League team and to thereby obtain a percentage of his National Football League player's salary and signing bonus with his consent induced by wrongful use of threatened force, violence and fear, in violation of Title 18, United States Code, Section 1951.

(b) In or about April 1986, defendants **NORBY WALTERS** and **LLOYD BLOOM** used interstate facilities to engage in telephone conversations with Everett Gay with intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of unlawful activity, to wit: **extortion** and attempted **extortion** in violation of Title 18, United States Code, Section 1951; and thereafter performed, attempted to perform and caused the performance of and attempted performance of acts to promote, manage, establish and carry on, and facilitate the promotion, management, establishment and carrying on of said illegal activity, in violation of Title 18, United States Code, Section 1952.

**Racketeering Act XII**

14. Anthony Woods

The Grand Jury realleges and incorporates herein by reference paragraph 28(d) of Count One of this indictment, and charges **racketeering** acts by defendants **NORBY WALTERS** and **LLOYD BLOOM** as follows:

(a) In or about January 1987, defendants **NORBY WALTERS** and **LLOYD BLOOM** committed, attempted to commit and conspired to commit **extortion**, which **extortion** would and did affect commerce, which **extortion** consisted of a plan to obtain property, namely, the right to negotiate a player contract on Woods' behalf with a National Football League team and to thereby obtain a percentage of Anthony Woods'

National Football League player's salary and signing bonus with his consent induced by wrongful use of threatened fear, in violation of Title 18, United States Code, Section 1951.

(b) In or about January 1987, defendants **NORBY WALTERS** and **LLOYD BLOOM** used interstate facilities to engage in telephone conversations with Anthony Woods with intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of unlawful activity, to wit: **extortion** and attempted **extortion** in violation of Title 18, United States Code, Section 1951; and thereafter performed, attempted to perform and caused the performance of and attempted performance of acts to promote, manage, establish and carry on, and facilitate the promotion, management, establishment and carrying on of said illegal activity, in violation of Title 18, United States Code, Section 1952.

**Racketeering Act XIII**

15. The **Defrauding** of Paul Palmer

The Grand Jury realleges and incorporates herein by reference paragraph 28 of Count One of this indictment, and charges **racketeering** acts by defendants **NORBY WALTERS** and **LLOYD BLOOM** as follows:

(a) In or about September 1987, defendants **NORBY WALTERS** and **LLOYD BLOOM**, for the purpose of executing the above-described scheme knowingly caused to be transmitted by wire communication in interstate commerce from Los Angeles, California to Kansas City, Missouri, certain signs and signals, namely an interstate telephone call to Paul Palmer, in violation of Title 18, United States Code, Section 1343.

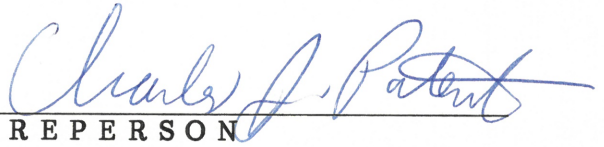
In violation of Title 18, United States Code, Section 1962(c).



(iv) the sum of \$145,000, constituting proceeds derived from **Racketeering**  
Act XIII(a).

In violation of Title 18, United States Code, Sections 1962(c), 1962(d), and 1963(a).

A TRUE BILL:

  
FOREPERSON

  
UNITED STATES ATTORNEY

## FORFEITURES

1. The SPECIAL MAY 1987 GRAND JURY realleges and reincorporates by reference Counts One and Seven of this indictment.

2. The Grand Jury further charges that from approximately in or about early 1981, through in or about December 1987, defendants **NORBY WALTERS** and **LLOYD BLOOM** did engage in conduct in violation of Title 18, United States Code, Sections 1962(c) and (d), thereby subjecting themselves to forfeiture to the United States, pursuant to Title 18, United States Code, Section 1963(a), of the following interests and property, as of the date they were held and acquired and maintained in violation of Title 18, United States Code, Section 1962:

a. All interests the defendants acquired and maintained in violation of Title 18, United States Code, Section 1962;

b. All of the defendants' interests in, claims against, and property and contractual rights of any kind affording a source of influence over **Norby Walters Associates** and World Sports Entertainment;

c. All property constituting or derived from any proceeds which the defendants obtained, directly and indirectly, from **racketeering** activity, including but not limited to the following:

(i) the sum of approximately \$3,153.75, constituting proceeds derived from **Racketeering** Acts IV(a), IV(b), IV(c), IV(f) and IV(g);

(ii) the sum of \$24,000, constituting proceeds derived from **Racketeering** Acts IV(d), IV(e), IV(f) and IV(g);

(iii) the sum of \$78,000, constituting proceeds derived from **Racketeering** Acts VII(a) through VII(d); and



No. 88 CR 709

**UNITED STATES** DISTRICT **COURT**

NORTHERN District of ILLINOIS

EASTERN Division

**THE UNITED STATES OF AMERICA**

vs.

**NORBY WALTERS** and

**LLOYD BLOOM**

**INDICTMENT**

Violations: Title 18, United States Code, Sections 371, 1341, 1962(c), 1962(d) and 1963

**FILED**

**JAN 31 1989**

**H. STUART CUNNINGHAM**  
Clerk, U. S. DISTRICT COURT

A true bill.

*Clubs of Patuxent*

Filed in open court this

*3/5* day  
of *January*, A.D. 19 *89*

**H. STUART CUNNINGHAM**  
Clerk.

Bail, \$

*R. J. Stanley*  
*Deputy Clerk*

FILED  
JAN 31 1989  
U.S. DISTRICT COURT