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offer.korin@skofirm.com

THE EMELIE BUILDING
334 NORTH SENATE AVENUE
INDIANAPOLIS, IN 46204-1708;
MAIN: (317) 464-1100; FAX: (317) 464-1111

October 29, 2025

TORT CLAIM NOTICE

USPS PRIORITY MAIL/SIGNATURE REQUIRED

and

VIA CERTIFIED MAIL/E-RECEIPT REQUESTED

The Trustees of Indiana University
107 S. Indiana Ave.
Bloomington, IN 47405
9468130109355000361987 (USPS)
9314 8699 0430 0141 9632 06 (Certified)

The Indiana Political
Subdivision Risk Management Commission
311 W. Washington St., Suite 103
Indianapolis, IN 46204
9468130109355000361994 (USPS)
9314 8699 0430 0141 9632 44 (Certified)

Re: Claimant: Paul Corsaro
Date of Loss: Beginning May 13, 2025; continuous and ongoing to the present
Location: Indiana University Indianapolis – 420 University Blvd.,
Indianapolis, IN 46202

To Whom It May Concern:

On behalf of Paul Corsaro (“Corsaro”) and pursuant to Ind. Code §§ 34-13-3-8 and 10, this correspondence serves as notice to The Trustees of Indiana University, the governing body of Indiana University Indianapolis (“IU Indy”), of Corsaro’s claims against IU Indy for injuries sustained by Corsaro occurring on May 13, 2025, and which continue to date.

I. Form of Statement

A. Circumstances of the Loss

Corsaro is an Indianapolis native and, like any good Hoosier, is a basketball fanatic. Since graduating from the University of Indianapolis (“UIndy”) in 2012, Corsaro has been coaching men’s collegiate basketball in various roles across Indiana, serving as a graduate assistant, assistant coach, and associate head coach at UIndy from 2012 to 2018, an assistant coach and recruiting coordinator for Purdue Fort Wayne from 2018 to 2020, and as the head coach for UIndy from 2020 to 2024. Corsaro was successful as the head coach for UIndy, leading the Greyhounds to an overall record of 79-37, two Great Lakes Valley Conference championships, and back-to-back top seeds in the NCAA Division II Tournament in the 2022-2023 season and 2023-2024 season.



On March 27, 2024, Corsaro was hired by The Trustees of Indiana University on behalf of IU Indy (collectively, the “University”) to serve as the head coach for the IU Indy men’s basketball team (the “Team”), signing an employment agreement that same day (“Agreement”). The principal reason Corsaro was hired was to turn the Team around. Corsaro was told throughout his interview process by IU Indy Athletic Director Luke Bosso (“AD Bosso”) and Indiana University President Pamela Whitten that the Team needed to win and needed to win now, as the Team had won only twenty percent of its games over the previous five seasons and carried an overall record of 29-141.

For Corsaro, landing the head coaching job for the Team was a dream come true and an opportunity to take his coaching prowess from the Division II stage to the Division I stage in his hometown. Almost immediately upon his arrival on campus, Corsaro got to work with his coaching staff and his players, running intense practices during the summer and instilling a culture of excellence for the Team. He knew what it would take to turn the Team around and knew that it would be unbelievably challenging. He also firmly believed that the University had his back and would support him in turning the Team into a winning Division I college basketball program.

The 2024-2025 season saw the win-now mindset be put into practice. The Team notched a double-digit win season for the first time in six seasons, posting a record of 10-22 and winning six Horizon League conference games, more than the Team had won in the previous three seasons combined. It also finished ninth in the Horizon League, a stark improvement from the last three seasons at or near the bottom. The win-now mindset was also accepted by the majority of the Team players, with Coach Corsaro set to retain 59% of the roster from the 2024-2025 season, over two times the national retention average for Division I men’s basketball programs. Moreover, the Team was winning in the classroom as well, recording the highest-grade point average in Team history in the first semester of the 2024-2025 season and being honored with a 2024-2025 Team Academic Excellence Award by the National Association of Basketball Coaches, with six Team players being named to the NABC Honors Court.

However, things took a turn on April 15, 2025, when a letter was received by certain University officials, including AD Bosso, from an Ohio attorney on behalf of six former Team players and their families (the “Letter”). The Letter raised allegations of misconduct on the part of Corsaro, but at no point prior to this was Corsaro made aware of any of the allegations raised in the Letter by any of his players, coaching staff members, athletic training staff members, or any other individuals associated with or familiar with the Team. Indeed, of the six former Team players named in the Letter, three were encouraged to transfer by Corsaro a month prior to the Letter being sent to IU Indy, two were released from the Team during the 2024-2025 season, and one graduated at the end of the 2024-2025 school year.

Shortly after the University received the Letter, AD Bosso requested that the Office of the Vice President & General Counsel (“OVPGC”) conduct an investigation into the merits of the Letter



and the allegations made therein (the “Investigation”). OVPGC interviewed four of the six former Team players, Corsaro, members of his coaching staff, and the team athletic trainer as part of the Investigation and additionally reviewed approximate thirty hours of Team practice footage close in time to the specific allegations raised in the Letter. Throughout the Investigation, AD Bosso made statements to Corsaro that Corsaro would likely be keeping his job after the conclusion of the Investigation, that Corsaro was AD Bosso’s head coach, and that he was supporting Corsaro during the Investigation.

The Investigation concluded on May 9, 2025, with a final report on the Investigation being issued by OVPGC (“Final Report”). The Final Report did not substantiate the overwhelming majority of allegations raised in the Letter, save for two. These two “substantiated” allegations were that Corsaro cursed during Team practices and that he bumped a single player during a practice in November. However, the Final Report provided absolutely no discussion, and certainly made no finding, that the “substantiated” allegations amounted to “Cause” sufficient to terminate Corsaro for-cause under Section 6.02(B) of the Agreement. It also did not conclude that the “substantiated” allegations were contrary to the University’s values and standards with respect to treatment of student athletes or were violative of any University values or standards. Indeed, the Final Report merely reported on the findings of the Investigation and determined that the evidence reviewed by OVPGC was sufficient to substantiate two of the allegations raised in the Letter.

In any event, the “substantiated” allegation of the use of profanity was explicitly encouraged and endorsed by AD Bosso throughout the 2024-2025 season.¹ Corsaro’s bump of a player during a November practice occurred during a drill when Corsaro attempted to instruct the player how to properly absorb contact when attempting to score under the basket. Again, these “substantiated” allegations were the only allegations raised in the Letter that the Final Report was able to substantiate, and that is all that the Final Report did; it did not reach any determination, finding, or conclusion that the “substantiated” allegations were sufficient to constitute “Cause” under the Agreement or that their occurrence was contrary to the University’s values and standards with respect to treatment of student athletes.

The Final Report was sent to AD Bosso and other University officials. Under the Agreement, AD Bosso, and only AD Bosso, had the authority to determine if sufficient “Cause” existed to warrant termination for-cause, and the decision to terminate Corsaro for-cause lay exclusively with AD Bosso. As explained above, the Investigation and Final Report did not conclude that the “substantiated” allegations amounted to sufficient “Cause” to terminate Corsaro for-cause, and indeed it could not, as that decision rested exclusively with AD Bosso. That notwithstanding, the University, and AD Bosso, knew that insufficient “Cause” existed based on the lack of any

¹ Interestingly, it appears that the University’s tolerance for profanity is coach dependent, as Indiana University awarded head football coach Curt Cignetti an eight-year, \$92.8 million contract less than twenty-four hours after Cignetti repeatedly cursed at a referee during Indiana University’s game against the University of Oregon on October 11, 2025 on national television.



evidence suggesting otherwise in the Investigation and Final Report. However, over fear of a potential lawsuit threatened by an Ohio lawyer, the University turned its back on its head coach who performed above expectations, and Corsaro was informed on May 13, 2025, by AD Bosso that Corsaro would be terminated for-cause, effective immediately.

Corsaro was never told what his conduct was that warranted his for-cause termination. He was only told that his for-cause termination was for allegedly breaching Section 6.02(B)(5) of the Agreement, which provides as follows:

Any conduct, including acts or omissions, of Employee that is seriously prejudicial to the best interests of the University or the Athletic Department or which materially violates the University's stated mission or which conduct reflects materially and adversely upon the University or its athletic program.

But while Corsaro was not told why he was being terminated for-cause, the University decided that the world should know, releasing the following statement to the IndyStar at or around the time that Corsaro was told he had been terminated for-cause ("Termination Statement"):

Last month, IU Indianapolis Athletics received allegations from six individuals who had played under coach Paul Corsaro at IU Indianapolis. Based on the complaints, the IU office of vice president and general counsel conducted an investigation and concluded that Corsaro's behavior did not meet the university's values and standards regarding the treatment of student athletes. Based on these conclusions, IU Indianapolis has dismissed Paul Corsaro. The search for a new coach will begin immediately.

This Termination Statement is plainly false. It asserted, without any supporting evidence, that Corsaro was terminated because he mistreated his players. As explained above, there is no evidence from the Investigation or in the Final Report to support Corsaro's for-cause termination, a fact which the University was well-aware of after the Final Report was issued. But by publishing the Termination Statement, the University announced to the world that such evidence existed, defaming Corsaro by falsely imputing mistreatment of student athletes and misconduct in Corsaro's profession as a men's college basketball coach and in his performance of his duties as the Team's head coach. Moreover, this Termination Statement placed Corsaro in a false light by asserting that he mistreated his players despite no evidence supporting such statement existing.

Indeed, the Termination Statement was callous, reckless, and both defamed Corsaro and cast him in a false light. By publishing the Termination Statement, the University ensured that Corsaro would not be hired as a collegiate basketball coach again, effectively nullifying what was to be a promising, and indeed prosperous, coaching career for Corsaro.



B. Extent of Loss and Damages

Corsaro has suffered immense damage as a result of the University's Termination Statement. In addition to his contractual damages for the University's wrongful termination of Corsaro², Corsaro has suffered severe reputational damages, emotional and mental distress damages, and other monetary damages due to his inability to obtain a position as a head coach for a mid-major Division I men's college basketball program or other comparable coaching positions at the collegiate or professional level.

C. Time and Place of Loss

The initial time of the loss was May 13, 2025, the date the University released the Termination Statement. The loss has continued to present as Corsaro continues to sustain damage to his reputation, his emotional and mental health, and his inability to continue his chosen profession of coaching college basketball. The place of loss was Marion County in Indiana.

D. Names of Persons Involved

The loss was directly caused by the actions of Indiana University Indianapolis and any agents and/or employees involved in publicizing the Termination Statement, the identity of which is not known at this time. Other persons involved are not yet known, but may include Luke Bosso, Athletic Director for Indiana University Indianapolis and other Indiana University Indianapolis and/or Indiana University administrative officials.

E. Amount of Damages Sought

The extent of Corsaro's damages are not fully known at this time as they are difficult to quantify in monetary terms; however, Corsaro believes that his damages exceed the statutory cap under Ind. Code § 34-13-3-4.

G. Residence of Paul Corsaro

At the time of the incident and presently, Paul Corsaro resides at [REDACTED]

² Corsaro's contractual damages and associated consequential damages are not the subject of this Tort Claims Notice.



II. Approval or Denial

In accordance with Ind. Code § 34-13-3-11, Paul Corsaro requests that he be notified, through undersigned counsel, of your approval or denial of this claim to preserve his legal rights and remedies.

Sincerely,

STOLL KEENON OGDEN PLLC

A handwritten signature in blue ink, appearing to read 'Offer Korin', is written over the firm name.

Offer Korin

cc: Anthony Prather, Vice President & General Counsel (*via e-mail only*)
Client (*via e-mail only*)