

In the Matter of a determination of Sanctions in a Corruption Offense under the

TENNIS ANTI-CORRUPTION PROGRAM

Corruption Offenses Notice to **Juan Carlos Saez** (“the Covered Person”)

- and -

Professional Tennis Integrity Officers (“PTIOs”) Being constituted by appointments from each of the following Governing Bodies:

- ATP Tour, Inc. (“ATP”)
- Grand Slam Board (“GSB”)
- International Tennis Federation (“ITF”)
- WTA Tour, Inc. (“WTA”)

Representing the Covered Person: No Appearance

Representing the PTIOs: Ross Brown, Solicitor
642 Kings Road
London, England SW6 2DU

Anti-Corruption Hearing Officer, Tennis Anti-Corruption Program (hereinafter “AHO”) Professor Richard H. McLaren, O.C.

A W A R D of the AHO

PARTIES

1. The PTIOs¹ are appointed by each Governing Body (ATP, GSB, ITF, and WTA) each of whom participates in the Tennis Anti-Corruption Program (“the TACP”). They have the responsibility to administer the TACP and direct the Tennis Integrity Unit (“TIU”).
2. Juan Carlos Saez is a professional tennis player subject to the TACP and within the definition of a Covered Person in the TACP (hereinafter “the Covered Person” or “the Player”).
3. Richard H. McLaren holds an appointment as an Anti-Corruption Hearing Officer (“AHO”) under Section F.1. of the TACP. The Player communicated with the AHO on 17 July 2019, just prior to the expiry of the deadline to respond, requesting that the Notice of Charge (the “Notice”) and the AHO warning letter related to the Notice be translated into Spanish. At the request of the AHO this was done by counsel for the PTIOs and provided to the Player on 29 July 2019.

PROCEDURAL BACKGROUND

4. The deadline to respond to the AHO concerning the Player’s choices to be made under the Notice was extended on two occasions. The Player was warned by the AHO that he would proceed in the absence

¹ All capitalized words or acronyms take their defined meaning from this text; the Program Definitions; or, ordinary English language usage or custom.

of any response by him as to how he would elect to proceed. Having been given several opportunities to confirm his position in relation to the charges and allegations in the Notice; the Covered Person has consciously chosen not to respond to the charges against him in the Notice and elect the procedure by which to hear the matter.

5. The matters at issue in this proceeding took place during the calendar years of 2017 and 2018. Therefore, the 2017 and 2018 rules of the TACP apply to the merits of this proceeding. The procedural aspects of this matter are governed by the 2019 TACP rules.
6. On 2 July 2019, counsel for the PTIOs served a Notice of Alleged Corruption Offenses under the TACP to the Covered Person. The Notice alleged that:

Charge 1 - breach of section D.2.a.i of the TACP:

“You were first interviewed by the TIU on 28 November 2017 at the ITF Futures F2 tournament in Talca, Chile. During that interview you were asked if anyone had ever approached you and asked if you would fix a match.

You responded by admitting that you had received a corrupt approach around four or five years ago at an ITF Futures event in Chile where someone approached you directly. You also admitted that you did not provide that information to the TIU.”

Charge 2 - breaches of section F.2.b and F.2.c of the 2017 TACP

“The TIU have received match alerts from multiple betting operators in relation to six of your professional tennis matches that took place between October 2014 and November 2016.

Those alerts raised several concerns for the TIU and were the principal subject matter of your first TIU interview.

In advance of that interview, the TIU provided you with a written demand (in Spanish) that required you, under the TACP, to provide your personal mobile telephone to the TIU for them to forensically download the content of that phone.

However, you explained that you had lost your mobile phone the day before by leaving it on a bus following your journey from Santiago, Chile to the tournament in Talca. You confirmed that you did not report it missing to the police or to the bus company. You confirmed that your only phone number was [REDACTED] and that the model was a Motorola Z.

After the interview, the TIU checked the records associated with your Individual Player Identification Number and the various tournaments that you had registered to play in.

These records demonstrated that you had used the same device, a Motorola Z mobile phone, to register for tournaments from 10 January 2017 until 23 November 2017, shortly before the interview. However, the same device can also be shown to have been used on 30 November 2017, after the TIU interview, and was used consistently until 23 May 2018 as your only method of registering for tournaments.”

Charge 3 - one breach of section F.2.b and F.2.c of the 2018 TACP

“After 23 May 2018, you continued to log in to the IPIN registration software to enter tournaments but used both an iPhone 6 [REDACTED] and the same Motorola Z.

Give(r)n the repeated use of the Motorola Z, the TIU interviewed you for a second time on 25 July 2018 at the ITF Futures F5 tournament in Knokke-Heist, Belgium. Again, a Demand (in Spanish) was issued in advance of the interview which sought the provision of your mobile phone.

You provided the iPhone 6 only (which you stated you have only used as a replacement for the Motorola Z) and reiterated that the Motorola Z phone had been left on the bus after you had arrived in Talca for the tournament in November 2017. You claimed that the iPhone had been used for logging in to the IPIN system since December 2017 and confirmed that you were the only person with access to the system.

The TIU provided the information they had regarding the login's to the IPIN system which demonstrated that the same Motorola Z phone being used before the first interview was still being used in the weeks and months after the first interview. You failed to offer any credible explanation for this evidence.

In addition, the discussions at the interview confirmed that your travel schedule matched up with the locations from which the Motorola Z had been used to log in to the system suggesting the Motorola Z was in your possession. Again, you could offer no explanation for this.

The TIU offered you the opportunity to admit that the reason for failing to provide your phone was because you were concerned that the contents may provide evidence of match-fixing. You did not take this opportunity.

Following a review of the contents of the iPhone 6, the TIU located an image in which you have taken a photo of your Motorola Z using the iPhone 6. The image is dated 19 July 2018, only six days before the second interview and further demonstrates that the Motorola Z was still in your possession.

7. On 3 July 2019 the AHO, having reviewed his copy of the above referenced Notice sent a letter by email correspondence to the Covered Person. In accordance with Section G.1.b. the fourteen business day deadline for a response to receipt of the Notice was set at 23 July 2019. The AHO letter set out the various legal options and

choices of dispute resolution that the Covered Person had in pursuing the matter before the AHO.

8. A first warning letter requesting a reply to the correspondence and Notice was sent on 11 July 2019 and, a second warning letter requesting a reply was sent on the 17th of the same month. All of the AHO's correspondence warned that if the deadline for a response was missed then the AHO would proceed to decide the matter without input from the Covered Person. No acknowledgement from the Covered Person of the multiple letters of the AHO was ever received. As a result the Covered Person did not select any legal options or choose the dispute resolution method.
9. In accordance with Section G.1.e. of the TACP the AHO not having received a written request for a Hearing, or indeed any response to his correspondence other than the request to have the Notice and one of the AHO's warning letters translated into Spanish (which was done); the AHO proceeded to issue this Decision. However, before doing so, in accordance with Section G.1.e.iv., on 8 August 2019 the AHO sought a written submission from the PTIOs on the recommended sanction.
10. On 13 August 2019 counsel for the PTIOs recommended a sanction that included: (i) serving a ban from any Events organized or sanctioned by any Governing Body for a period of nine (9) years (with three years suspended); and (ii) paying a fine of \$12,500 USD.

BACKGROUND FACTS

11. Section F.5. of the 2019 TACP sets out the “Contact Requirements.” In accordance with that Section the Covered Person is deemed to have received at his email address (“... *provided by the Covered Person to a Governing Body or directly to the TIU ...*”) the Notice and the AHO’s correspondence. On this basis the AHO may assume that delivery of all the correspondence has been deemed to be received by the Covered Person at the time it was sent. Indeed, the communications must have been received in order for the Covered Person to have made the request for the Spanish translations. Therefore, the AHO is entitled to rely upon the provision in the TACP and the Covered Person’s request to satisfy himself that the Notice and all of the AHO’s correspondence has been received.

12. In accordance with Section G.1.e., the Covered Person has failed to file a written request to the AHO for a Hearing within the fourteen business day stipulated deadline set out in Section G.1.b.

13. The failure to file a response of any kind by the date specified by the AHO means that in accordance with Section G.1.e. the Covered Person is deemed to have:
 - i. “*waived his or her entitlement to a Hearing;*
 - ii. *admitted that he or she has committed the Corruption Offense(s) specified in the Notice;*
 - iii. *acceded to the potential sanctions specified in the Notice ...*”

**THE RELEVANT PROVISIONS OF THE 2017 TACP (applicable to
the merits)**

14. D. Offenses

Commission of any offense set forth in Section D or E of this Program including a violation of the Reporting Obligations or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

2. Reporting Obligation

- a). *Players.*
 - i) *In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible.*
 - ...
 - c) *For the avoidance of doubt, (i) a failure of the Reporting Obligation by any Covered Person; and/or (ii) a failure of the duty to cooperate under Section F.2 shall constitute a Corruption Offense for all purposes of the Program.*

F. Investigation and Procedure

2. Investigations.

- ...
- b). *All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at*

hearings, if requested. No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offense.

- c.** *If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any information regarding the alleged Corruption Offense, including, without limitation, (i) records relating to the alleged Corruption Offense (including, without limitation, itemized telephone billing statements, text of SMS messages received and sent, banking statements, Internet service records, computers, hard drives and other electronic information storage devices), and (ii) a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offense. The Covered Person shall furnish such information within seven business days of the making of such Demand, or within such other time as may be set by the TIU. Any information furnished to the TIU shall be (i) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations and (ii) used solely for the purposes of the investigation and prosecution of a Corruption Offense.*

H. Sanctions

1. *The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:*
 - a. *With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility for participation in any event organized or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) and Section D.2., ineligibility for participation in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility.*

THE RELEVANT PROVISIONS OF THE 2018 TACP (applicable to the merits)

15. D. Offenses

Commission of any offense set forth in Sections D, E or F of this Program or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

...

F. Investigation and Procedure

...

2. Investigations.

...

- b. *All Covered Persons must cooperate fully with investigations conducted by the*

TIU including giving evidence at hearings, if requested. No Covered Person shall (i) tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offense or (ii) solicit or facilitate any other person to tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offense.

- c.** *If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any object or information regarding the alleged Corruption Offense, including, without limitation, (i) personal devices (including mobile telephone(s), tablets and/or laptop computers, (ii) access to any social media accounts and cloud storage held by the Covered Person (including provision of user names and passwords); (iii) hard copy or electronic records relating to the alleged Corruption Offense (including, without limitation, itemized telephone billing statements, text of SMS and WhatsApp[sic] messages received and sent, banking statements, Internet service records), computers, tablets, hard drives and other electronic information storage devices, and (iv) a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offense. The Covered Person shall furnish such information immediately, where practical to do so, or within such*

other time within such other time as may be set by the TIU. Any information furnished to the TIU shall be (i) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations and (ii) used solely for the purposes of the investigation and prosecution of a Corruption Offense.

H. Sanctions

1. *The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:*

...

- a. *With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years unless permitted under Section H.1.c, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) and Section D.2. and Section F ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.*

DECISION

16. The Covered Person admitted during the first interview on 28 November 2017 that he had received a corrupt approach approximately 4 or 5 years prior at an ITF Futures event in Chile where he was approached directly. The Covered Person further admitted that he did not provide that information to the TIU.

17. Under the procedure in Section G.1.e. of the 2019 TACP and based upon: (i) the Covered Person's failure to respond to the Notice; and, (ii) the Covered Person's admission during his 28 November 2017 interview with the TIU that he had directly received a corrupt approach and failed to report it; the AHO confirms that the Player is found to have breached Section D.2.a.i. of the TACP prior to 2017. Given the nature of the Covered Person's admissions, the PTIOs cannot confirm in which year of the TACP this offence took place. However, because the wording of Section D.2.a.i. is unchanged since 2012, the obligation throughout the time period remains the same and unaltered. Therefore, a breach of that section did occur.

18. Breach of the Reporting obligation in the 2017 and earlier versions of the TACP provided for a maximum sanction not to exceed three (3) years under Section H.1.a. (ii).

19. Under Sections F.2.b. and F.2.c. of the 2017 TACP the Covered Person was required to but evaded providing his personal Motorola Z mobile phone for forensic examination. The Covered Person claimed that the mobile phone had been lost the day prior to the first interview

on 28 November 2017. However, records later obtained by the TIU indicate that the Motorola Z mobile phone was used prior to the interview and after the interview on 30 November 2017. This mobile phone was used consistently until 23 May 2018 as the only method to register for tournaments. It can be deduced, therefore, that the Covered Person could not have lost the mobile phone as he stated. Thus I find that he failed to cooperate with the TIU investigation in breach of Sections F.2.b. and F.2.c. of the 2017 TACP. However this is not the only breach of these Sections.

20. The Cooperation obligation in the 2017 and earlier versions of the TACP provided for a maximum sanction not to exceed three (3) years under Section H.1.a. (ii).
21. The repeated use of the allegedly lost Motorola Z phone led to the TIU conducting a second interview on 25 July 2018 at a Futures tournament in Belgium. Once again, in advance of the interview a Demand was made to the Covered Person to provide his personal mobile phone. This time the Covered Person provided an iPhone 6 which he claimed was a replacement for the Motorola Z mobile phone. He reiterated that the Motorola Z phone had been lost by leaving it on a bus the day before the first interview. The Covered Person failed to provide any explanation for why the TIU's records indicated that the Motorola Z mobile phone was being used after the previous interview. Nevertheless it was claimed to be lost by the Covered Person. Additionally, the Covered Person's travel schedule matched with the locations from which the Motorola Z had been used

to log into the ITF system. Further, the TIU located an image on the iPhone 6, of a photo taken of the Motorola Z mobile phone, dated 19 July 2018. Therefore, the lie from the first interview was maintained. Thus, I find that the Covered Person failed to cooperate with the TIU investigation in the course of the second interview in breach of Sections F.2.b. and F.2.c. of the 2018 TACP.

22. The maximum sanction for breach of the Cooperation obligation under the 2018 TACP has changed. From 2018 onwards the maximum sanction was referenced within the permanent ineligibility sanction of Section H. Therefore, the Cooperation obligation becomes one potentially allowing a sanction of up to lifetime ineligibility. See Section H.1.a. (iii) of the 2018 TACP.
23. This case is the first one to consider the possibility of a sanction under the revised sanctioning language of H.1.a.(iii) contained in the 2018 TACP. It is therefore, a case of first impression.
24. The Covered Person never responded to advise the AHO what option for dispute resolution he chose under the TACP 2019 Section G.1.d.(i) to (iii). In such a case the AHO must ensure that: both the Covered Person is punished; and, that the sanction will be seen as a deterrent so that others are dissuaded from breaching the TACP in similar circumstances. The AHO must also consider the jurisprudence under the TACP as a guide in order to ensure that the imposition of any sanction is consistent with the sanctions contained in other decisions. Reference to prior sanctions is the only way in which there can be

some certainty in administering the rules in sanctioning Covered Persons. However, it must also be remembered that sanctions are also very fact specific and this particular case is one of first impression.

25. Under Section G.1.e.iv. of the 2019 TACP it is the responsibility of the AHO to order the imposition of sanctions and to consider the applicable provisions Section H.1.a. of the 2017 and 2018 TACP in respect of the obligation to Report and the obligation to Cooperate with the TIU investigators.
26. I accept the submissions of the PTIOs that a suspension coupled with a fine is appropriate. In response to my inquiry the PTIOs proffered a nine year ban (with 3 years suspended) and a fine of \$12,500 USD.
27. The sanction for breach of both the Reporting and Cooperation obligations under the 2017 TACP could not exceed three (3) years given the wording of Section H.1.a. However, the inclusion of Section F, the Cooperation obligation, within the potential lifetime ban of Section H.1.a.iii. in the 2018 TACP requires me to examine for the first time the level of sanction in this new circumstance.
28. The breach of the failure to Cooperate is gaining increasing importance because of how tennis players involved in investigations are choosing to behave.
29. In this particular case, the TIU investigators were interested in investigating the circumstances of six professional tennis matches in

which the Player was involved and for which betting operators had raised concerns around suspicious betting patterns in those matches. The conduct of the Player in breaching the Cooperation obligation thwarted the ability of the TIU to conduct the investigation, by failing to provide the Motorola Z phone the Player was using despite his statement that he had lost it.

30. All of the tennis jurisprudence and the legal commentaries make the point that the corruption of tennis matches by contriving all of, or aspects of, matches gnaws at the very heart of the integrity of the sport of tennis. The draw of competitive tennis for the participants and for its audience; sponsors, broadcasters, punters, betting operators and other stakeholders rests upon the uncertainty of outcome of any match. What the corruption does is eliminate the very essence of the game, the uncertainty of the result. That justifies making these non-cooperation breaches of the Cooperation obligation as being considered more serious Corruption Offenses. The change in the TACP sanctioning provision in Section H by permitting the possibility of a greater sanction than the three (3) years previously applicable to such breaches is a reflection of the elevation of the seriousness of the offense. I find that the previous jurisprudence does not provide any guidance as to how to deal with the situation now that the range of the sanction is greater.

31. The Player in this case lied about his mobile phone then sought to frustrate the TIU's investigation and followed that by failing to participate in electing how he wished to proceed with his dispute

resolution options under the TACP. Lying, silence and non-participation in the face of the Cooperation obligation ought not to be rewarded by lesser sanctions as was the case under the prior TACP. The Player is seeking to avoid being held to account by simply refusing to cooperate with the TIU investigators in order to prevent a case being brought against him or possibly other Covered Persons.

32. Lost, stolen or broken phones are the frequent and common excuse of players for not producing their phone in many cases when the reality is that the person does have the phone and it is not lost, stolen or broken. In this case, the Player lied to the investigators that he did not have the Motorola Z phone that is discovered and referred to earlier.
33. The other way the Cooperation obligation is being frustrated is to tamper with the phone to prevent forensic analysis of it. Although this did not arise in this case.
34. The result of these behaviours by tennis professionals and the conduct of the Covered Person in this case is that there are likely match-fixing offenses that have never been or are not fully investigated. The result of what is not known is that it is highly probable that players have avoided match-fixing charges against themselves or others. Unlike law enforcement the TIU is dependent upon personal cooperation of Covered Persons, having no coercive powers to obtain the detailed information.

35. The failure to cooperate cannot be a back-door escape mechanism to facing a Corruption Offense prosecution proceeding. Therefore, the sanction must be a reasonably close approximation to what would be the sanction if the Player went through the dispute resolution process and was found to have committed a Corruption Offense.
36. There were six professional tennis matches in which the Covered Person was involved and triggered the TIU investigation. In all six matches betting alerts were raised citing concerns around suspicious betting that the betting operators had observed. Furthermore, two of those six matches involved the Player partnering with two different professional tennis players now serving lengthy bans for Corruption Offenses.
37. The jurisprudence under the TACP has placed the sanction for Corruption Offenses such as contriving a match or an aspect of a match at a range of three to ten years. Multiple offenses tend to push the sanction towards the upper end. What can also then push the sanction higher towards a lifetime ban is when a player is involved in recruiting other players or otherwise assisting the corruptors beyond just contriving activity. I assume there was no such evidence available in this matter or it would have been in the PTIOs submission.
38. Examining the jurisprudence in the three to ten year range it is apparent that where there is more than one occurrence of match-fixing offenses then the sanction tends to be towards the upper end of the

range. In this case, given the number of betting alerts covering a short period and two matches of which involved other players who have been found to have committed Corruption Offenses it is reasonably likely that more than one Corruption Offense might have been found had a Notice been issued and the case adjudicated before an AHO. Therefore, in this case a close approximation of what the sanction would be in a full adjudication of the Covered Person's case is likely to be towards or at the ten year level of ineligibility.

39. Deterrence is also an important part of determining a sanction. Tennis professionals who are involved in corruption activities must be sent a deterrence message regarding similar behavior to that which has occurred in this case. Therefore, the sanction should be an approximation of what would likely be a plausible case of a finding of a Corruption Offense and also stand as a deterrent to others. That way such behavior by professional tennis players does not avoid harsher sanctions of a Corruption Offense by merely breaching the Cooperation obligation.
40. For all of the foregoing reasons the AHO considers that a doubling of the previous maximum sanction would be a minimum sanction for such non-cooperation. Consequently, when there is aggravated conduct such as was shown here by the blatant lying by the Player and abuse of the AHO dispute resolution process, the sanction should be raised even higher than the minimum I have suggested.

41. Also aggravating the offense in this case is the breach of the failure to Report a corruptor approaching the Player. Years later he does report the fact that he has been approached, but it is too late to act on it and little information about it is provided. It appears that the Player thought by admitting this breach the sanction might be relatively less consequential.
42. I find that the blatant lying and waiting several years before revealing a corrupt approach, together with a flagrant disrespect for the dispute resolution process justifies a more severe sanction than just six (6) years of ineligibility. I would fix the sanction in this case at eight (8) years of ineligibility.
43. I would not suspend any portion of the sanction. The suspension process is intended to allow for leniency where the conduct of the person involved justifies it. Here the aggravated and flagrant conduct of the Covered Person does not justify any suspension of the eight (8) years of ineligibility. There is no justification in this case to suspend any portion of the period of ineligibility. The concept ought not to be applied in these circumstances.
44. Finally the sanction of the fine in tennis matters is a controversial aspect of the TACP. It appears that AHOs fix the fines and players appeal to CAS who then modifies the fine but leaves the ineligibility period unaltered. Such tinkering with the fines on appeal only encourages appeals where there is no justification because the PTIOs have undertaken a rigorous first instance process of adjudication.

45. Fines are appropriate where there is known illicit gains that may not be identifiable. When an investigation is incomplete and has been thwarted as occurred here there will be no revelation of likely illicit gains paid by corruptors to the Covered Person. The concept of the use of fines has been accepted by CAS but is frequently altered from the AHO determination. Fines act as a deterrent to re-entry into tennis. They are usually only paid on return to tennis after the period of ineligibility is expired. Thus, the payment of the fine serves as a significant reminder to a player not to engage in such conduct on their return to tennis. Therefore, fines do have an appropriate role to play in the overall sanctioning of a player in violation of the TACP.
46. The level of illicit gains in this matter is unknown. The period of ineligibility is lengthy. I agree with the suggestion of the PTIOs that the fine in this case ought to be set at \$12,500 USD.

CONCLUSION

47. Based upon all of the foregoing reasons and analysis, the AHO determines that the Covered Person is suspended for an eight (8) year period with immediate effect. A fine of \$12,500 USD is also imposed.

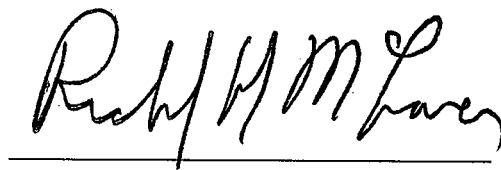
ORDERS

It is hereby ordered with immediate effect on the date below that:

1. Juan Carlos Saez, a Covered Person under the TACP is pursuant to Section H.1.a. of the TACP, to serve an eight (8) year period of ineligibility to Participate in any Sanctioned Events.

2. It is further ordered that the Covered Person pay a fine of \$12,500 USD. The sanctions herein are to be publicly reported as required by Section G.4.e.
3. Under Section G.4.d. this Decision is a “*full, final and complete disposition of the matter and will be binding on all parties.*”
4. The Decision herein may be appealed under Section I.3. for a period of “*twenty business days from the date of receipt of the decision by the appealing party.*” The appeal is to the Court of Arbitration for Sport in Lausanne, Switzerland.

DATED at LONDON, CANADA THIS 19th DAY AUGUST 2019.

A handwritten signature in black ink, appearing to read 'Richard H. McLaren', written over a horizontal line.

Richard H. McLaren
AHO