

In the Matter of Notice of Charge of alleged Corruption Offenses under the

TENNIS ANTI-CORRUPTION PROGRAM

Alexey Izotov (hereinafter “Izotov” or “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: Stephen D. Busey, Esq.
John F. MacLennan, Esq.
John R. Thomas, Esq.

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

A W A R D of the AHO

PARTIES

1. The PTIOs¹ are appointed by the Governing Bodies (ATP, GSB, ITF & WTA) that participate in the Tennis Anti-Corruption Program (the “Program” or the “TACP”). PTIOs have the responsibility to administer the Program under the direction of the Tennis Integrity Unit (“TIU”). Professional tennis is structured such that top-level men’s tournaments are organized by the ATP. Lower-level men’s tournaments, such as ITF Futures tournaments, which are part of the ITF Pro Circuit, are organized by the ITF. A player must register with the relevant Governing Body to be eligible to compete in their tournaments.
2. Alexey Izotov (“Izotov” or the “Covered Person”) is a Belarusian tennis umpire. Izotov has been a certified chair umpire with the Belarus Tennis Federation since 2016. In June 2018, Izotov completed the ITF officiating portal agreement. By completing this agreement, Izotov agreed to comply with the Program and the Officials’ Code of Conduct (the “Code”). The Code is within the ITF Duties and Procedures for Officials. In the Program, the definition of “Covered Person” includes Tournament Support Personnel. Therefore, as a chair umpire, Izotov is subject to the Program as a Covered Person. Izotov has acknowledged he was certified to officiate ITF events and that he has signed the ITF Welfare Statement.
3. Richard H. McLaren holds an appointment as an Anti-Corruption Hearing Officer (“AHO”) under Section F.1. of the Program. No Party made any objection to his being an independent, impartial, neutral adjudicator to render a determination in this case.

¹ All capitalized words or acronyms take their defined meaning from this text or the Program Definitions.

PROCEDURAL HISTORY

4. The Notice of Alleged Corruption Offenses (“the Notice”) alleged that the Covered Person had committed the following Corruption Offenses, in violation of the Program:
 - Sections D.2.b.i. and ii. -- *On approximately 1 November 2019, Izotov received a Telegram message offering \$100 per match if he delayed inputting score data into the electronic scoring system (“PDA”) during matches at the 11–17 November 2019 W25 ITF women’s tennis tournament in Minsk (the “W25 Tournament”). Izotov did not report this corrupt approach to the Tennis Integrity Unit (“TIU”).*
 - Section D.1.b.,d. and j. -- *On 2 November 2019, Izotov offered [redacted by the AHO], [REDACTED], \$50 per match to delay inputting score data into his PDA during the W25 Tournament. Later the same evening, Izotov sent a Telegram message to [redacted by the AHO] in which Izotov increased his offer to \$100 per match for the same misconduct. On 4 November 2019, Izotov was in a car with [redacted by the AHO], [REDACTED]. Izotov offered to pay [redacted by the AHO] to delay inputting score data into his PDA during the W25 Tournament.*
5. The matters at issue in the Notice took place in 2019. Therefore, the 2019 Program applies to the merits. The Notice having been served on the Covered Person on 30 March in the year 2020 means that the 2020 Program governs the procedure for analysis of the alleged Corruption Offenses.
6. On 31 March 2020 the AHO sent a letter via email to Izotov advising that he was the independent adjudicator assigned to deal with the Notice. The letter explicitly set out the Covered Person’s rights and available options and requested his desired course of action by a stipulated deadline.
7. On 6 April 2020 a first warning letter was sent to the Covered Person again seeking his election and warning of the consequences of failing to respond accordingly.
8. On 6 April 2020 the Covered Person advised the AHO that he disputed the charges. He requested a Hearing be conducted to determine whether any

Corruption Offenses had been committed as is his right under Section G.1.d.ii. of the Program.

9. On the agreement and attendance of the Covered Person a pre-hearing teleconference was held on 28 April 2020. The purpose of that call was to plan and determine the procedure leading up to and including the Hearing. Procedural Order No. 1 (“PO No. 1”) reflecting the discussions and the agreement of the Covered Person was distributed in draft form by the AHO for everyone’s approval two days following the teleconference. The AHO was advised by the PTIO’s counsel on 30 April 2020 that they required no changes to the draft PO No. 1 and returned a signed copy as required under the Order, subsequently stating that the Order accurately reflected the contents of the teleconference. On 1 May 2020 Izotov advised the office of the AHO that he would respond within 5 days.
10. On 6 May 2020 the Covered Person advised that he like to take time to consider the contents of PO No. 1 in detail. At the time of the teleconference the AHO, through a Russian translator on the call, had explained all the procedures leading to a Hearing and at the Hearing. The process was very carefully described by the AHO to ensure there was no misunderstandings.
11. Despite the efforts of the AHO to obtain a response from the Covered Person regarding the draft PO No. 1 no reply has ever been forth coming. Therefore, the Order was not signed by him nor its contents commented upon by him. Izotov did agree to the procedure and all the dates through the translator on the 28th of April teleconference.
12. The 26 of May 2020 deadline for Izotov to produce documents was agreed to on the pre-hearing conference call and in accordance with the draft PO No. 1. The PTIO’s counsel wrote to the AHO on the 27th of May 2020 indicating that they had not received any communication or documents from the Covered Person. In that correspondence it was pointed out that the PTIOs had an obligation to serve witness statements, exhibits and witness and exhibit lists on the 9th of June 2020, followed by an initial brief on the 16th of June 2020, and indicated they were prepared to comply with those deadlines if the AHO entered the Order.

13. On the 9th of June 2020 Counsel for the PTIOs submitted their witness statements, exhibit and witness lists, and exhibits as provided for in the then still draft PO No. 1. In so doing they expressed to the AHO the fear that they would be prejudiced if they filed the initial brief on the 16th of June 2020 without having received the Covered Person's documents or confirmation that he had none to file.
14. On 15 June 2020 the AHO wrote to the Covered Person and copied the PTIO's counsel. The AHO traced the history to the point where the parties were as of that date. The AHO signed and entered PO No. 1. The correspondence then proceeded to outline revisions to the dates of certain steps in the now executed PO No. 1. In his discretion the AHO granted a new time frame of the 23rd of June 2020 to Izotov to produce any documents or information that he intended to rely upon. The Covered Person was warned that he had to comply with that new deadline and that he would not be able to file the information later. The 15 June 2020 correspondence amended the filing dates.
15. On 15 June 2020 the email of the AHO warned Izotov that the matter would proceed in his absence if he continued to fail to respond and meet the deadlines contained in the amended PO No. 1.
16. On 30 June 2020 the PTIOs submitted their initial brief in accordance with the revised submission timeline.
17. On 1 July 2020 the AHO sent an email to the Covered Person and the PTIOs addressing the Covered Person's failure to cooperate with the amended dates of PO No. 1. The email directed the Covered Person to comply with PO No. 1 and to file his response, witness list, and witness statements with exhibits by 7 July 2020. The AHO further advised:
 - Late filings would not be accepted and if the Covered Person failed to comply with filing his response and supporting documentation by 7 July 2020 the Hearing would be cancelled and the AHO would proceed to deal with the matter without the Covered Person's involvement.

- That complete compliance would result in the procedures thereafter entered as Procedural Order Number 2 (“PO No. 2”); and that PO No. 2 would take effect in addition to PO No. 1 if the Covered Person submitted all requisite documentation by 7 July 2020. PO No. 2 required Izotov to:
 - (i) Identify to the counsel for the PTIOs the witnesses that he wished to cross-examine by 14 July 2020. On the same date the PTIOs would also identify which of the witnesses they wished to cross-examine.
 - (ii) Co-operate with the PTIO’s counsel to establish the allocation of hearing time to be permitted in respect of the opening statements; cross-examination of witnesses; and closing submissions on 21 July 2020.
 - (iii) Attend the Hearing on 14 August 2020 as contemplated by PO No. 1. By 1 August 2020 the precise nature of how the Hearing would be conducted would be set following discussions between Izotov, the PTIOs counsel and the AHO.
- Failure to comply with any part of PO No. 1 or PO No. 2 would result in the Hearing being cancelled, and the AHO determining the matter on the state of the record at that time.

18. The email of the 1st of July 2020 contained a warning. If Izotov continued to fail to respond to the AHO, and not comply with POs No. 1 and No. 2; then, the matter would proceed in his absence.
19. The Covered Person sent an email on 1 July 2020 in response to the above email from the AHO. The Covered Person denied that he had committed any criminal acts. The Covered Person further expressed that he did not know what witness or substance evidence to report, stating that he did not have any data about witnesses. The Covered Person also demanded that the AHO provide him with information detailing the proceedings against him.
20. The Covered Person failed to file his response brief, witness list, and witness statements with exhibits by 7 July 2020. Accordingly, on 8 July 2020 the AHO wrote to the PTIOs and Covered Person providing the Covered Person one last opportunity to comply with POs No. 1 and No. 2

and file his response by 9 July 2020. The 8 July 2020 email contained a final warning the matter would proceed in his absence if he did not remedy the default.

21. The Covered Person failed to file a response by 9 July 2020. Accordingly, on 10 July 2020 the PTIOs wrote to the AHO and the Covered Person requesting the cancellation of the Hearing and for the matter to proceed based on the PTIO's written submissions.
22. Fifteen minutes after the PTIOs' email to the AHO, with a copy to Izotov, on 10 July 2020, the Covered Person sent an email to the AHO saying he stated everything in a letter and disagreed with the decision to proceed based on the PTIOs' submissions and demanded the decision be reviewed.
23. In response to both the Covered Person and PTIOs emails, the AHO sent an email to all parties explaining that he had clearly communicated to Izotov what was expected of him and Izotov was non-compliant. The AHO further advised that Izotov no longer had a right of input into the procedure. The Hearing set for 14 August 2020 was cancelled and the Covered Person was advised that a decision would be made by the AHO in his absence based on the record as filed to date by the PTIOs.
24. On 14 July 2020, the PTIOs sent an email to the AHO and the Covered Person with their recommended sanctions to be used if the AHO determined that Izotov has committed Corruption Offenses.
25. Later the same date the Covered Person sent an email stating; "*I always answered the question posed by the investigators with respect and honesty, and at their request provided the information of interest to them. I did not commit any criminal act to be so financially responsible*".

BACKGROUND FACTS

26. In 2016 Izotov worked as a line umpire at two Davis Cup tournaments, Euro-Africa Group II, in Minsk. He is a former certified chair umpire with the ITF. Izotov also officiated at two ITF events in 2018.
27. Between 28 October and 2 November 2019, Izotov was a chair umpire at the ITF J5 junior tournament in Minsk, Belarus (the “J5 Tournament”).
28. Izotov was scheduled to be a chair umpire at a women’s tournament in Minsk between 11 and 17 November 2019 (the “W25 Tournament”).
29. On 8 November 2019 [REDACTED] contacted the TIU separately to inform them that two of them had been approach by Izotov to use the PDA in the upcoming W25 Tournament to make some money. The TIU subsequently interviewed [REDACTED] [REDACTED] individuals. Izotov was also interviewed. The transcripts of each interview were made available to the AHO.
30. [REDACTED] who contacted the TIU were scheduled to be [REDACTED] at the upcoming W25 Tournament. The [REDACTED] was scheduled to be [REDACTED] at the W25 Tournament. All four individuals (including Izotov) confirmed that Izotov had made corrupt approaches to the [REDACTED] in the forthcoming tournament.
31. The evidence filed by the PTIOs reveals that on 1 November 2019, Izotov received a Telegram message offering \$100 per match if he delayed inputting score data into the electronic scoring system during matches at the W25 Tournament.
32. The evidence further reveals that on 2 November 2019 Izotov had a conversation with one of the two persons scheduled to be [REDACTED] at the W25 Tournament and who at the time was a [REDACTED] at the J5 Tournament. That individual is a [REDACTED].

33. The evidence further reveals that on 4 November 2019 Izotov had a conversation with another [REDACTED] who was also scheduled to be a [REDACTED] at the W25 Tournament, when he gave Izotov a ride in his car. That individual is an [REDACTED].
34. The [REDACTED] are considered Tournament Support Personnel under Section B.27. of the 2019 TACP. They reported their conversations with Izotov to the [REDACTED].
35. On 7 November 2019, Izotov met with the [REDACTED] who contacted the TIU at a cafe in Minsk to discuss using the electronic scoring system during the W25 Tournament. It was that conversation, referred to above, that prompted them to make the report to the TIU the next day.

SUBMISSIONS OF THE PARTIES

(i) The PTIOs

36. In their pre-hearing submissions, the PTIOs submit that Izotov received a corrupt approach but did not report it to the TIU in violation of Sections D.2.b.i. and D.2.b.ii. of the Program. The PTIOs submit that on 1 November 2019, Izotov received a Telegram message offering to pay \$100 in exchange for chair umpires delaying entry of the final points of games into their PDAs at the W25 Tournament between 11 and 17 November 2019.
37. The PTIOs further submit that during Izotov's 3 December 2019 interview with the TIU, Izotov admitted both to receiving the Telegram message and failing to report it to the TIU.
38. With respect to the alleged violations of Sections D.1.b., D.1.d. and D.1.j., the PTIOs submit that Izotov made corrupt approaches to [REDACTED] o [REDACTED]. The PTIOs submit that Izotov admitted to the corrupt approaches in his interview with the TIU on 3 December 2019.

39. Concerning the alleged corrupt approach to one of [REDACTED], the PTIOs submit that on 2 November 2019, Izotov solicited wagering on a match, attempted to contrive an aspect of a match and offered money for a benefit relating to a match. In support of these offenses, the PTIOs submit that Izotov approached the [REDACTED] and offered him \$50 per match at the W25 Tournament to delay 5 seconds when inputting scores into his PDA. The PTIOs further submit that Izotov offered \$100 a match after the [REDACTED] initially refused the \$50 per match offer.
40. Concerning the alleged corrupt approach to the [REDACTED], the PTIOs submit that on 4 November 2019, Izotov solicited wagering on a match, attempted to contrive an aspect of a match and offered money for a benefit relating to a match. In support of these offenses, the PTIOs submit that when the [REDACTED] was giving Izotov a ride, Izotov informed him that he had a friend who was looking to pay [REDACTED] in exchange for facilitating dishonest play and offered to pay him to delay inputting scores into his PDA.
41. The PTIOs submit in their pre-hearing submissions that each of the charges are satisfied on a preponderance of the evidence. The PTIOs recommended that the AHO impose a three-year suspension and a \$10,000 fine to be paid by Izotov.

(ii) The Covered Person

42. Izotov requested a Hearing in this matter. He agreed in a teleconference on 28 April 2020 to follow the procedure set out in PO. No. 1. He has failed to comply with his obligations and has not made submissions in this matter.

THE APPLICABLE PROVISIONS OF THE 2019 and 2020 TACP

43. Section C.2. of the 2020 TACP reads as follows:

C. Covered Players, Persons and Events.

2. *No action may be commenced under this Program against any Covered Person for any Corruption Offense unless such action is commenced within either (i) eight years from the date that the Corruption Offense allegedly occurred or (ii) two years after the discovery of such alleged Corruption Offense, whichever is later.*

44. Sections D.1.b., D.1.d., D.1.j., D.2.b.i. and D.2.b.ii. of the 2019 TACP read as follows:

D. Offenses

1. Corruption Offenses.

...

b. *No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person's website; writing articles for a tennis betting publication or website; conducting personal appearances for, or otherwise participating in any event run by, a tennis betting company or any other company or entity directly affiliated with a tennis betting company; promoting a tennis betting company to the general public through posts on social media; and appearing in commercial advertisements that encourage others to bet on tennis.*

...

d. *No Covered Person shall, directly or indirectly, contrive, attempt to contrive, agree to contrive, or*

conspire to contrive the outcome, or any other aspect, of any Event.

...

- j.** *No Covered Person shall, directly or indirectly, offer, provide, or conspire to offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.*

2. Reporting Obligation.

b. Related Persons and Tournament Support Personnel.

- i.** *In the event any Related Person or Tournament Support Person is approached by any person who offers or provides any type of money, benefit or Consideration to a Related Person or Tournament Support Person to (i) influence or attempt to influence the outcome of any aspect of any Event, or (ii) provide Inside Information, it shall be the Related Person's or Tournament Support Person's obligation to report such incident to the TIU as soon as possible.*

- ii.** *In the event any Related Person or Tournament Support Person knows or suspects that any Covered Person or other individual has committed a Corruption Offense, it shall be the Related Person's or Tournament Support Person's obligation to report such knowledge or suspicion to the TIU as soon as possible.*

45. Sections G.3.a. and G.4.e. of the 2020 TACP read as follows:

G. Due Process.

3. Burdens and Standards of Proof.

- a.** *The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The*

standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offense by a preponderance of the evidence.

4. Decisions.

...

- e.** *Except in cases involving a Covered Person (i) who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family or (iii) who provided or is providing Substantial Assistance as described in Section H.6., if the AHO determines that a Corruption Offense has been committed, the TIU will publicly report the Decision in full, subject to any necessary redaction of information that the PTIO considers to be confidential.*

46. Section H.1.b. of the 2020 TACP reads as follows:

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:*

...

- b.** *With respect to any Related Person or Tournament Support Person, (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, and (iii) with respect to any violation of Section D.1, clauses (c)-(m), Section D.2 and Section F. ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility.*

DECISION

47. The AHO has considered all the facts, allegations, legal arguments and evidence submitted by the PTIOs in the present proceedings. The AHO refers in this Decision only to the evidence and submissions considered necessary to explain the reasoning.
48. Since 2016 Izotov has been a certified chair umpire with the Belarus Tennis Federation and was formerly certified with the ITF. In 2018 he completed the ITF officiating portal agreement. In so doing he agreed to comply with the Program and the Official's Code of Conduct which requires tennis officials to comply with the Program. The Program defines Tournament Support Personnel in Section B.27. as including any "...official ... agent, contractor or any similarly situated person...". Izotov is an official in the sport of tennis. The definition of Covered Person in Section B.6. includes Tournament Support Personnel. Given that the facts fit the foregoing definitions, Izotov is a Covered Person and is expressly subject to the Program. Furthermore, in the teleconference call on 28 April 2020 Izotov did not dispute that the jurisdiction of the Program applied to him. For all the foregoing reasons the AHO concludes that Izotov is a Covered Person under the Program and the AHO has jurisdiction to hear the case and apply the Program to his conduct.
49. The PTIOs have brought five charges against the Covered Person. He initially disputed these charges but has not made further formal submissions in support of his position. Despite Izotov's lack of submissions, the PTIOs have the burden of establishing that the alleged Corruption Offenses have been committed based upon a preponderance of the evidence (Section G.3.a.).
50. In support of the alleged offense of Section D.2.b.i. and D.2.b.ii., the PTIOs reference the TIU's interview with Izotov. In the interview Izotov said that he received a Telegram message after the J5 Tournament, which "*offered me to delay the score on PDA, on the PDA facility.*" Izotov further explained that the message offered \$100 per match. However, he explained that he "*didn't hope to get any remuneration for this, but I [he] was, simply got curious...*". Izotov also stated that he did not report the Telegram

message because *“I didn’t go through special courses and I didn’t know that that was my duty to report about it.”*

51. Izotov claimed that he read the Telegram message but did not reply to it. Izotov also stated in the TIU interview that he did not know who the message was from because the message was on a timer and was automatically deleted. However, in the TIU interview with the J5 [REDACTED] he stated that during a meeting with Izotov, Izotov *“refused to name the person who came to him...”* but claimed that the person was *“not from tennis,”* suggesting that Izotov did in fact know who the message was from.
52. Based upon the TIU interview transcript the AHO does not accept that Izotov did not know who the person was and did not explain how that person contacted him through Telegram. He also claims that he did not have knowledge of the requirements of the Program. I refuse to accept that he did not know that he had a duty to report. First of all he had completed the officiating portal agreement. Next Izotov was the first person contacted by the corruptor(s) and was acting as a liaison in contacting the two W25 [REDACTED]. He was told by the [REDACTED] that he had a duty to report. At that point he can no longer claim that he did not know he had a duty to report. He has also suggested that he has committed no criminal offense. That may be true but the infraction for which he is being pursued by the TIU has nothing to do with a criminal offense. It is a breach of the tennis integrity Program to which he is deemed to have agreed.
53. Section D.2.b.i. states that if a Tournament Support Person is approached by any person who offers any money to the Tournament Support Person to influence any aspect of any Event, the Tournament Support Person must report the incident to the TIU. Izotov was offered money for the purpose of delaying inputting scores into the PDA, which would fall under *“an attempt to influence any aspect of any Event.”* Izotov admitted that he received the offer and that he failed to report the approach to the TIU. It is no answer to the charge to deny knowledge of his obligations to report the approach to the TIU. On a preponderance of the evidence submitted to me I find that Izotov violated Section D.2.b.i. of the 2019 TACP.

54. Section D.2.b.ii. of the 2019 Program states that if a *Tournament Support Person* knows or suspects that any Covered Person or other individual has committed a Corruption Offense, he must report the offense to the TIU. In order for this Section to apply it would be necessary to know who the person was that sent the Telegram to Izotov. While he may know who the individual is, he refuses to disclose who that person may be. As a result, the Section has not been satisfied that the individual who sent the message is a Covered Person. Without knowing more about who the “... other individual [who] has committed a Corruption Offense...” it cannot be said that the requirement of Section D.2.b.ii. is satisfied when it requires that the individual be subject to the Corruption Offense obligations of the Program. For the foregoing reasons I do not find that Section D.2.b.ii. has been violated on a preponderance of the evidence available.
55. In support of the alleged offenses of D.1.b., D.1.d. and D.1.j., the PTIOs referenced the TIU interview with Izotov and the witness statements of the two [redacted]. Izotov’s interview regarding his approach to one of those persons contained the following exchange:

MMD [the TIU investigator]: Did you have the conversation with [redacted by the AHO] ‘I know you will be the Chair Umpire on next week’s 25,000 Women’s? I have communicated with one guy who makes one offer to me. Do you want to make some money? Do you want to make some extra money on this Tournament?’ Did you make, did you have that conversation?

Izotov: Yes, I did. (emphasis that of the AHO)

...

MMD: He says that you said ‘When the Game is finishing, after the score is 40-15, 40-30, Advantage, you wait five seconds and not to finish this Game on PDA. This guy will pay \$50 per Match. I can’t say who’s that guy, but he’s looking for Chair Umpires who will be ready to co-operate with him.’ Did you say that?

Izotov: Yes.

MMD: And is it correct to say that [redacted by the AHO] refused?

Izotov: Yes, he did.

MMD: Is it correct to say that you contacted him again, later, on Telegram?

MMD: And what did you say to him [REDACTED]?

Izotov: Okay. I have, I just said to him 'There is a person who, who does betting.'

MMD: Yes?

Izotov: And he said no.

MMD: So he fully understood what you meant by this; this was a corrupt approach.

Izotov: Yes. Yes and he said no straightaway.

59. Izotov admitted that he made a corrupt approach. However, Izotov later contradicted this statement. When asked about whether the [REDACTED] was to believe that it was a genuine offer, Izotov said *"No, no. He just said no to me and that's it. The conversation stopped at that point."*
60. The PTIOs submit an interview conducted with that same [REDACTED] to support Izotov's admission. In the interview, that [REDACTED] said that *"He [Izotov] said that 'I have a friend who works for a Bookmaker and he is looking for Chair Umpires.'* The interviewee says he told Izotov to stop talking and Izotov replied with *"Okay. I understand that you're not one of this kind of Judges."* The interviewee claims that Izotov did not pursue the subject any further.
61. While Izotov claims in his TIU interview that his approaches to the two [REDACTED] was out of curiosity to find out if judges were involved in this type of activity and not for his own benefit, he had multiple opportunities to explain to both of them that this was the reason for his approaches. However, he failed to do so. The [REDACTED] and the [REDACTED] met Izotov at a cafe in Minsk on 7 November 2019 where they confronted Izotov about his corrupt approaches. In his interview with the TIU Izotov was asked numerous times why he did not take this opportunity to tell them that when he made the approaches, he was just asking the questions out of curiosity. Izotov evaded answering the question and responded, *"I was in this kind of situation for the first time and I didn't know that the matter could have gone so far. I wasn't aware that the situation would go that far, I didn't know that the situation would go that far."*

62. A violation of Section D.1.b. requires that the Covered Person solicit, conspire to solicit or conspire to facilitate any other person to wager on the outcome or any aspect of an Event. For the following reasons, I find that on a preponderance of the evidence that violations of D.1.b. have been established for Izotov's approaches to the [REDACTED]

[REDACTED] In Izotov's interview, Izotov claimed that he owns no betting accounts and has never bet on professional tennis. Although this may be true, Izotov admitted in his interview that his approach to one tournament chair umpire was for "a person, who does betting." That [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] I find that on a preponderance of the evidence that Izotov breached Section D.1.d. of the 2019 TACP. This finding is made out even though Izotov did not directly ask him to delay inputting scores into his PDA. It can be inferred that Izotov intended to ask him to delay inputting his scores into his PDA

because he had brought up the same subject matter with the other [REDACTED]. Further, during his TIU interview, Izotov stated that during the 7 November 2019 cafe meeting that he admitted making a corrupt approach to the person:

MMD: They asked you whether it was true, whether you'd asked [redacted by the AHO] and [redacted by the AHO] to do something with the PDA during the Tournaments and you said 'Yes, it is.'

Izotov: Yes, I did.

Therefore, Izotov's approach was an attempt to contrive an aspect of an Event in violation of Section D.1.d. of the 2019 TACP.

66. A violation of Section D.1.j. requires that a Covered Person directly or indirectly offer to provide money to a Tournament Support Personnel in exchange for a benefit relating to a tournament. In the interview with the TIU, which is shown in the excerpt in paragraph 55, Izotov admitted that he asked the official if he would accept \$50 or \$100 to delay inputting scores into the PDA at the W25 Tournament. While Izotov stated in the interview that he only asked him "purely out of interest" and did not hope to get remuneration from asking him, Izotov failed to take several opportunities to tell him that he made the approach simply out of interest. Therefore, it is difficult to believe that Izotov did not have a motive to benefit from these approaches. Based on the Telegram message received and Izotov's reference to a bookmaker it can be inferred that the "*benefit relating to a tournament*" was the delayed input of scores to facilitate betting on matches at the W25 Tournament. Therefore, based on all the foregoing I find on the preponderance of the evidence that Izotov directly offered to provide money to a Covered Person in exchange for benefit related to a tournament in violation of Section D.1.j. of the 2019 TACP.
67. I also find on the preponderance of the evidence that Izotov conspired to offer money to a Tournament Support Person, in violation of Section D.1.j. In Izotov's interview with the TIU he said he told the official "*There is a person who does betting,*" and then was cut off immediately. However, Izotov states that despite the fact he did not finish his sentence, he believed

the person understood he was making a corrupt approach. Additionally, the following exchange between Izotov and the TIU investigator with regards to the meeting at the cafe on 7 November 2019 confirms that Izotov made corrupt approaches to both chair umpires:

MMD: They asked you whether it was true, whether you'd asked [redacted by the AHO] and [redacted by the AHO] to do something with the PDA during the Tournaments and you said 'Yes, it is.'

Izotov: Yes, I did.

68. Therefore, even though the [redacted] cut off Izotov when he was making the request to delay scores, based upon all the foregoing it is found that Izotov planned to ask him to delay scores in exchange for money and therefore, Izotov conspired to offer money in violation of Section D.1.j. of the 2019 TACP. Thus, Izotov violated Section D.1.j. twice in both his approaches to the [redacted].

SANCTIONS

69. When determining the sanction, it is necessary for the AHO to ensure both that the Covered Person is punished and that the sanction is an appropriate deterrent to prevent others in similar circumstances from violating the Program.
70. The PTIOs submit several aggravating factors to be considered by the AHO in the determination of sanctions:
- *Izotov is an official. The Governing Bodies entrusted Izotov with knowing and enforcing the rules governing integrity in tennis.*
 - *Izotov abused his position of trust by attempting to profit monetarily by contriving aspects of an Event and attempting to corrupt two other officials.*
 - *Izotov attempted to cover up his Corruption Offenses by increasing the amount he would pay other officials in exchange for their silence.*
 - *Izotov has not disclosed the identity of the person who approached Izotov via Telegram.*

- *After requesting a hearing, Izotov has shown no respect for these proceedings. He has disregarded the PTIOs' and your communications, and he has ignored your procedural orders.*
71. The AHO agrees with the PTIOs submissions that Izotov is an official and abused his position of trust by attempting to profit from contriving aspects of an Event and attempting to corrupt ██████████. Additionally, the AHO agrees that Izotov's failure to disclose the identity of the person who sent the Telegram message and his disregard of the communications and procedural orders must be considered in the determination of his sanction.
 72. With respect to the charges, Izotov has not submitted any mitigating factors to be considered in his sanction.
 73. The PTIOs submit that the appropriate sanction for Izotov is a three-year suspension and a \$10,000 fine.
 74. The AHO agrees with the PTIOs that both a fine and a period of ineligibility are justified in this matter.
 75. Following a review of the relevant jurisprudence and the mitigating and aggravating factors, I find that Izotov violated Sections D.1.b., D.1.d., and D.1.j. on two separate occasions and Section D.2.b.i. on one occasion. The AHO agrees with the PTIOs that the sanction in this matter ought to be a three-year suspension and a \$10,000 fine.
 76. In view of the above findings the AHO makes the following orders.

ORDERS

- i. Izotov is defined as a Tournament Support Personnel in Section B.27. and thus a Covered Person as defined in Section B.6. of the Program.
- ii. It is found that Izotov committed Corruption Offenses under Sections D.1.b., D.1.d., D.1.j. and D.2.b.i. For these violations of the Program the Covered Person is subject to a three-year period of ineligibility.

- iii. This Decision shall be publicly reported in full as prescribed in Section G.4.e.
- iv. Under Section H.1.a.(i) a fine of \$10,000 USD is payable by the end of the suspension.
- v. Under Section G.4.d. this Decision is a “*full, final and complete disposition of the matter and will be binding on all parties*”.
- vi. The Decision herein is appealable under Section I.1. of the 2020 Program to the Court of Arbitration for Sport (“CAS”) in Lausanne, Switzerland. Under Section I.4 of the Program the deadline for filing an appeal with CAS must be made within a period of “*twenty business days from the date of receipt of the decision by the appealing party*”.

DATED at LONDON, ONTARIO, CANADA THIS 16th DAY of JULY 2020.



Professor Richard H. McLaren, O.C.

AHO