

**IN THE MATTER OF CHARGES BROUGHT BY THE INTERNATIONAL TENNIS INTEGRITY AGENCY  
AGAINST JULES OKALA**

**BEFORE ANTI-CORRUPTION HEARING OFFICER CHARLES HOLLANDER KC**

**DECISION OF THE ANTI-CORRUPTION HEARING OFFICER**

**These proceedings**

1. On 28 June 2022, the International Tennis Integrity Agency (the ITIA) sent a Notice of Major Offense (the Notice) pursuant to section G.1.a of the 2022 version of the Tennis Anti-Corruption Program (the TACP) to Jules Okala, a French professional tennis player (“the Player”), informing him that he was being charged with 13 alleged breaches of the 2014, 2016, 2017 and/or 2018 TACP (collectively, the Charges).
2. Prior to charges being brought, by letter dated 24 March 2022 ITIA wrote to the Player giving notice that he had been provisionally suspended from participating in professional tennis in accordance with Section F3 of TACP. The Player objected to the Provisional Suspension and sought to set it aside. By a ruling in May 2022 I dismissed his application.
3. By letter dated 18 October 2022 the Player sought a dismissal or alternatively a stay of these proceedings pending the decision of the French criminal prosecutor. By a further decision in October 2022 I dismissed that application.
4. An oral hearing took place on 8 November 2022, conducted remotely. The ITIA were represented by Mr Ross Brown and Ms Hannah Kent. The Player was represented by M. Triboulet, a French *avocat*.
5. I had previously made directions for the player to provide witness statements and submissions in advance of the hearing. The Player did not comply with any of those directions.
6. At the oral hearing M Triboulet made clear his client’s position was that he would not make submissions or give evidence in relation to any of the match-fixing charges, and would confine evidence and submissions to the charges of failure to report. This was because, he submitted, the ITIA had had inappropriate access to the files of the French and Belgian prosecution authorities, in the case of the French file illegally under French criminal law, and that in those circumstances it would be wrong to respond to any materials which were or might be derived from those files and they would not attend any part of the hearing which related to matters derived from the French or Belgian files.
7. In the light of M Triboulet making his position clear, I sought to conduct the hearing in a manner designed to give him and the Player the maximum opportunity to explain their position and make submissions. Thus I permitted the Player to give evidence and answer questions as to the failure to report charges and M Triboulet to make submissions on those charges but in the light of him declining to answer other questions and being unwilling to remain when ITIA were making submissions on other charges, they left the hearing thereafter.

## **The Charges**

8. The Charges comprise of:
  - a. Three alleged breaches of section D.1.d of the 2017 TACP by contriving or attempting to contrive the outcome and/or an aspect of an Event;
  - b. Three alleged breaches of section D.1.e of the 2017 TACP by soliciting and/or facilitating another player not to use his or her best efforts in Events;
  - c. One alleged breach of section D.2.a.i of the 2017 TACP by failing to report a corrupt approach;
  - d. Two alleged breaches of section D.1.d of the 2018 TACP by contriving or attempting to contrive the outcome and/or an aspect of an Event;
  - e. One alleged breach of section D.1.e of the 2018 TACP by soliciting and/or facilitating another player not to use his or her best efforts in Events;
  - f. One alleged breach of section D.2.a.i of the 2018 TACP by failing to report a corrupt approach and/or knowledge of corrupt activities;
  - g. One alleged breach of section D.2.a.i and/or D.2.a.ii of the 2014, 2016, 2017 and/or 2018 TACPs by failing to report a corrupt approach and/or knowledge of corrupt activities; and
  - h. Additionally and/or alternatively, an additional alleged breach of section D.2.a.i and/or D.2.a.ii of the 2017 and/or 2018 TACPs by failing to report a corrupt approach and/or knowledge of corrupt activities

## **Jurisdiction**

9. The Player was bound to comply with the TACP at the times the alleged breaches took place. In order to compete in professional ITF tournaments, players must register for an ITF International Player Identification Number (IPIN). When registering for this, players confirm their agreement to the player welfare statement and to adhere to the relevant rules, which expressly include the TACP. Players endorse this player welfare statement on an annual basis. The Player last endorsed the player welfare statement in 2022.

## **The objections taken by the Player**

10. The case of the ITIA against the Player is based upon the following sources of evidence:
  - a. Evidence obtained by the ITIA from the Belgian authorities in February 2020, which includes the forensic download of [REDACTED] [REDACTED] mobile phones, evidence of money transfers and other relevant material. This evidence includes social media messages between the Player and [REDACTED] who, along with his associates, was a member of an [REDACTED] organised crime group which sought to target professional tennis as a way of generating significant financial reward from the sports betting markets.
  - b. Admissions made by the Player in the course of his interviews with the French police in June 2018 and January 2019, which are primarily relevant for Charges 1 to 3, but also contain information which provide background for the remaining Charges.
  - c. Betting alerts and evidence from betting operators, such as [REDACTED] and [REDACTED]. The ITIA works closely with betting operators and related organisations to target corruption in tennis with those organisations reporting any suspicious betting

patterns to the ITIA. These alerts and underlying betting evidence are relevant to Charges 4, 5 and 9.

11. The case put forward by M Triboulet on behalf of the Player was that it was improper for ITIA to obtain and refer to materials obtained from the French and Belgian prosecution authorities and, in the French case, illegal. Moreover, the Player has not had access to the files. Thus I should not permit the ITIA to rely on those materials or take them into account.
12. That submission was, in my judgment wholly misconceived.
13. Firstly, TACP is, as I made clear in my previous rulings in this matter, governed by Florida law. The French (and Belgian) criminal proceedings are irrelevant to these proceedings, although it is possible to understand that the Player might want to refuse to answer questions on grounds of self-incrimination. Assume hypothetically a very strong case of match fixing with a pending criminal prosecution. It would be outrageous if the player was free to continue to play in tournaments merely because foreign criminal proceedings were pending.
14. Secondly, in my judgment the submission is also misconceived on the facts.
15. As to the complaint that the Player has not had access to the files of the French and Belgian authorities, in that regard he is in no different position to the ITIA. They have been provided with certain materials by the authorities and have, ITIA made clear, disclosed any that refer to the Player. The submission confuses the ITIA with the French and Belgian authorities.
16. Further, ITIA, as a regulator, have regular contact with foreign regulatory and prosecution authorities, as one would expect. Mr John Nolan, an ITIA investigator, gave evidence that the Belgian authorities had shared their documentation with ITIA in the knowledge that ITIA would use the documents for their regulatory purposes. M Triboulet did not suggest this involved any breach of Belgian law.
17. As to the French documents, which were the main focus of M Triboulet's complaints, Mr Nolan confirmed that ITIA had liaised with the French criminal authorities and the French authorities had provided documents to ITIA. Mr Nolan said that the French authorities would not have passed documents to ITIA, again knowing that ITIA intended to use them, unless they were authorised to do so. In response to M Triboulet suggesting that it would be unlawful under French law to transmit the documents without the consent of the French prosecutor, Mr Nolan said that although he was not able to deal with the point expressly as it had not been previously raised by the Player, he said that the documents were properly on the ITIA system after being supplied by the French criminal authorities, so it was apparent that the French authorities had been satisfied that it was proper and lawful for them to be passed on to the ITIA. It was very common for ITIA to be supplied with documents by foreign criminal authorities. In any event, the French documents were interviews with the Player, relevant to failure to report charges, so it is hard to see why it should be improper for those to be used in evidence.
18. In these circumstances I find that ITIA are entitled to use documents from the French and Belgian authorities and reject the Player's submissions.

## The Belgian and French investigations

19. The Belgian Investigation determined that Mr ██████████ ██████████ was one of the key figures (if not the key figure) involved in that organised crime group. ██████████ was responsible for being the point of contact between professional tennis players (or intermediaries, who were also often professional tennis players) and a network of gang members who would place bets on agreed matches, either in person or online, or make payments to the players who had fixed a match. ██████████ would assess the online betting markets to assess potential matches of interest; contact the relevant player (or intermediary) via WhatsApp or Telegram to propose the terms of a fix for that match; pass on the terms of the agreed fix to his associates within the organised criminal network; and, after conclusion of the relevant match, would arrange for payment to be made to the player for their role in the fix.
20. The French criminal authorities, with information from the Belgian Investigation, then began to investigate the Player's activities and interviewed him in June 2018. He was arrested by the French police in January 2019 and was interviewed by them. He made a number of admissions in those interviews in relation to Charges 1 to 3. The French criminal authorities are still investigating Mr Okala.
21. The Charges were as follows;

### **"Charge 1**

You are charged with a breach of section D.2.a.i of the 2017 Program, which reads: *"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... it shall be the Player's obligation to report such incident to the TIU as soon as possible"*. In the 16 January Interview, you admitted that ██████████ approached you in Tunisia in 2017 with proposals to fix the outcome and/or an aspect of an Event involving ██████████ stating that ██████████ *"asked me to fix matches regarding ██████████"* As stated in the Introduction to this Schedule, you admitted that ██████████ proposals could be in respect of an exact score *"such as for instance ██████████"* You claim to have refused these proposals. Having reviewed your ITF records, the ITIA believes that these approaches took place between 4 and 17 September 2017, during which you played in the ██████████ ██████████ and ██████████ tournaments in ██████████ Tunisia. ITIA Position Although you claim to have refused ██████████ proposals to fix the outcome and/or an aspect of an Event involving ██████████ in Tunisia in 2017, you failed to report those corrupt approaches to the TIU (as it then was), in breach of the 2017 Program.

### **Charge 2**

You are charged with a breach of section D.2.a.i of the 2018 Program, which reads: *"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... it shall be the Player's obligation to report such incident to the TIU as soon as possible"*. In the 16 January Interview, you admitted that ██████████ approached you in Turkey in May 2018 with proposals to fix the outcome and/or an aspect of your matches. You could not recall in interview what the terms of ██████████ proposed fixes were. You claim to have refused these proposals. Having reviewed your ITF records, the ITIA believes that these approaches

took place between [REDACTED] April and [REDACTED] May 2018, during which you played in the [REDACTED] [REDACTED] and [REDACTED] tournaments in [REDACTED] Turkey. Although you claim to have refused [REDACTED] proposals to fix the outcome and/or an aspect of your matches in Turkey in May 2018, you failed to report those corrupt approaches to the TIU, in breach of the 2018 Program.

### Charge 3

You are charged with a further breach of section D.2.a.i and/or section D.2.a.ii of the 2014, 2016, 2017 or 2018 Program. Section D.2.a.i reads (in all versions): *“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... it shall be the Player’s obligation to report such incident to the TIU as soon as possible”*. Section D.2.a.ii reads (in all versions): *“in the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player’s obligation to report such knowledge or suspicion to the TIU as soon as possible”*. In the 16 January Interview, you admitted that [REDACTED] approached you in relation to fixing the outcome and/or an aspect of an Event, involving: 1. Matches in Egypt (on an unspecified date); and/or 2. Matches in which [REDACTED] played (on an unspecified date); 3. An approach in Tunisia in April 2016 by a Tunisian; and/or 4. An approach in Turkey in 2014 by a Russian. The ITIA is aware that you were in contact with [REDACTED] since at least 28 December 2016 (being the date on which [REDACTED] saved your contact details into one of his mobile phones). You played in tournaments in Egypt on four occasions in 2017 and on one occasion in 2018. [REDACTED] was an active professional tennis player throughout this period.

### Charge 4

You are charged with a breach of section D.1.d of the 2017 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*. On [REDACTED] May 2017, you played in a singles match against [REDACTED] [REDACTED] in the semi-final of the [REDACTED] [REDACTED] tournament in [REDACTED] Turkey. You lost that match [REDACTED]. The ITIA received information provided by [REDACTED] a betting operator, which saw a betting account placing bets on the correct score in the first set of the match, with [REDACTED] to win [REDACTED]. [REDACTED] another betting operator, also provided details of an Italian-registered account where nine identified bets, totalling €875, were placed on match markets on the day of the match:

1. [REDACTED] to [REDACTED] the match [REDACTED] (five bets);
2. [REDACTED] to [REDACTED] the match (two bets);
3. [REDACTED] to [REDACTED] the [REDACTED] set (one bet);
4. You to [REDACTED] the match [REDACTED] (one bet).

[REDACTED] did in fact [REDACTED] the [REDACTED] set of the match and went on to [REDACTED] the match [REDACTED] rendering all of the bets placed by the Italian account successful, returning €3,369.50. The bettor who placed these bets used an email address which has been identified by the ITIA as associated with [REDACTED] via records of Neteller payment transfers (in relation to other matches). The ITIA are aware that by this time [REDACTED] had added your mobile phone number to his own phone on 28 December 2016, saved as *“OkalaP.fr”*, and that he had approached you in connection with fixing professional tennis matches. You were interviewed by the TIU about this match on 15 January 2018. You claimed that you lost the match because you had a sore arm, despite having played with the injury for some time, and denied any knowledge of match-fixing in relation to this match.

### Charge 5

You are charged with a breach of section D.1.d of the 2017 Program, which reads: “No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”. On [REDACTED] July 2017, you played in a [REDACTED] match with [REDACTED] against the [REDACTED] pair [REDACTED] and [REDACTED] at the [REDACTED] tournament in [REDACTED] France. You and [REDACTED] that match [REDACTED]. The day before the match, on 23 July 2017, [REDACTED] sent a screenshot of information regarding this match to an associate of his in the organised criminal network known as “[REDACTED]”. At 10:42 on the day of the match, [REDACTED] sent another screenshot of the match to [REDACTED] and confirmed the terms of the fix at 10:48, saying “[REDACTED] sets, right?” to which [REDACTED] responded “Yes”. Three minutes later, at 10:51, [REDACTED] sent you a message saying “Tele”, which the ITIA believe is a reference to having a discussion on Telegram. The ITIA submit that [REDACTED] put the proposed terms of the bet to you. The terms of the bet are then debated between [REDACTED] and [REDACTED] and it appears you then spoke with [REDACTED] twice on Telegram (at 11:15 and 11:25). Following the Telegram call with you, [REDACTED] confirmed to [REDACTED] at 11:30 that “[REDACTED] Okala will lose their [REDACTED] break of each set” for “700”. He also confirmed that you and [REDACTED] would [REDACTED] the match, and instructed [REDACTED] to link other bets to your [REDACTED]. At 12:11 [REDACTED] sent [REDACTED] a message saying “Okala will now begin”, and you began playing the match at 12:12 (UTC, or 14.12 local time). During the match, both you and [REDACTED] lost your third break of each set, rendering the bets placed successful. In addition to the messages reviewed by the ITIA, the ITIA received information from a betting operator which shows bets being placed by two separate accounts which were registered to the same individual, [REDACTED] who is an associate of [REDACTED]. [REDACTED] received a Neteller payment from another associate of [REDACTED] the day before the match, in the sum of €816.27. On the day of the match, the first of those betting accounts, under the name [REDACTED] (even though registered to [REDACTED] placed a €245 bet at 12:58, whilst the match was being played, for you and [REDACTED] to [REDACTED] Set [REDACTED] Game [REDACTED]. This was your service game, and you did lose it. The second account was opened on the day of the match in [REDACTED] name. That account placed three bets on you and [REDACTED] to lose Set [REDACTED] Game [REDACTED] (the first at 12:21 and then two at 12:26, in each case as the game was being played). This was also your service game and you did lose it. The bettor also placed a bet, at the exact same time as [REDACTED] bet, for you and [REDACTED] to lose Set [REDACTED] Game [REDACTED]. As explained above, that was your service game, and you did lose it. The total amount wagered by both accounts was €1,200. All bets were successful, and the total return was €2,842.96.

### Charge 6

You are charged with a breach of section D.1.e of the 2017 Program, which reads: “No Covered Person shall, directly or indirectly, solicit or facilitate any Player not to use his or her best efforts in any Event”. The ITIA has reviewed an undated screenshot which was saved onto the phone of [REDACTED] when you were using a Dutch SIM card and phone number (which the ITIA believe was given to you by [REDACTED]). In that screenshot, “Okala.nl” sent messages to an unknown individual who is believed to be [REDACTED] as follows: Time Message (French) Message (English translation) 13:57 *Ok je lui dis Ok I tell him* 14:38 *6/1 pour [REDACTED] confirmé 6/1 for [REDACTED] confirmed* 14:38 *Premier set First set* 14:38 *Tres bien Very good* 14:38 *Dis lui de n'en parler à personne Tell him not to talk to anyone about it* 14:39 *Oui il sait Yes he knows* 14:39 *Tres bien Very good*. Having reviewed ITF records, the ITIA believe that this message exchange and fix between yourself and [REDACTED] most likely relates to a singles match between [REDACTED] and [REDACTED] which took place on [REDACTED] September 2017 at the [REDACTED]

■■■■ tournament in ■■■■ France. ■■■■ lost that match ■■■■ ■■■■ losing the ■■■■ set ■■■■ as confirmed by you. In the 16 January Interview, you stated that ■■■■ asked you to act as an intermediary between ■■■■ and other professional tennis players, a request which you claim that you refused. You stated in the same interview that you refused to act as an intermediary to fix a match for ■■■■. However, the message exchange between yourself and another individual (who the ITIA believes is ■■■■ or an associate of his) clearly demonstrates that you proposed a fix to ■■■■ and that he accepted that fix. The score, as stated by you in the screenshot, did in fact occur.

### **Charge 7**

You are charged with a breach of section D.1.e of the 2017 Program, which reads: *“No Covered Person shall, directly or indirectly, solicit or facilitate any Player not to use his or her best efforts in any Event”*.

On 14 September 2017, ■■■■ sent you messages asking you to speak on Telegram. Based on the messages, the ITIA believe you spoke with ■■■■ at around 15:29. After that call, at 15:36, you exchanged identified messages with ■■■■.

Having reviewed ITF records, the ITIA believe that this message exchange between yourself and ■■■■ most likely relates to an agreed fix in respect of a ■■■■ match between ■■■■ and ■■■■ against ■■■■ and ■■■■ at the ■■■■ tournament in ■■■■ Tunisia on ■■■■ September 2017. ■■■■ and ■■■■ lost that match ■■■■. On the same day, ■■■■ sent ■■■■ a message stating that ■■■■ and ■■■■ will lose the match ■■■■ and would lose their ■■■■ service game of each set. The message exchange continued until after the match when ■■■■ confirmed that he had won €700. As can be seen in the above exchange, you make references to having approached two players (given the use of “they” and “them”) and that appears to be on behalf of ■■■■ to ask them if the proposed fix was “cancelled or confirmed”. The ITIA understand the players to be ■■■■ and ■■■■ given the explicit reference to them by ■■■■ instructed you to stay around the court on which they were due to play and said that he would tell you if the fix was confirmed, as ■■■■ and ■■■■ knew the terms of the fix already. You then devised a system so ■■■■ could covertly send you a message without an umpire noticing. Finally, you appear to confirm the fix to the players on ■■■■ behalf (“I confirm!”). In the early hours of ■■■■ September 2017, only five days after the match, you sent yourself an email reminder to *“send message to ■■■■*. In that same reminder email, you told yourself to *“count my money”*. The ITIA infers that this is a reference to money that you were paid for your role in the fixing of ■■■■ and ■■■■ match and/or a match for ■■■■ as set out in Charge 8 below.

### **Charge 8**

You are charged with a breach of section D.1.e of the 2017 Program, which reads: *“No Covered Person shall, directly or indirectly, solicit or facilitate any Player not to use his or her best efforts in any Event”*. On 14 September 2017, after confirming a fix on behalf of ■■■■ in respect of Charge 4 and in the context of discussions about match-fixing, you asked ■■■■ *“And is there something for ■■■■ to which ■■■■ responded at 15:41 “■■■■ I will tell you in a minute”*. At 15:44 you sent ■■■■ a message saying *“If you want I go to the wifi in 5 minutes, you tell me about the other and I am going to see ■■■■ Less risky... In addition I have 4%”*. ■■■■ responded saying “Ok”. The ITIA believe that you and ■■■■ then discussed a potential fix for ■■■■ over Telegram, but does not have a record of that call. Having reviewed ITF records, the ITIA believe that this message

exchange between yourself and [REDACTED] most likely relates to an agreed fix in respect of the [REDACTED] tournament in [REDACTED] Tunisia between [REDACTED] and [REDACTED] September 2017. The ITIA believe that the match discussed in these messages is most likely the singles match between yourself and [REDACTED] on [REDACTED] September 2017. You won that match [REDACTED]. As noted above, you sent yourself an email reminder to “send message to [REDACTED] and to “count my money” on 19 September 2017. Again, the ITIA infers that this is a reference to money that you were paid for your role in the fixing of a match for [REDACTED] and/or [REDACTED] and [REDACTED] match as set out in Charge 4 above.

### Charge 9

You are charged with a breach of section D.1.d of the 2017 Program, which reads: “No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”. On 2 October 2017, you played in a [REDACTED] match with [REDACTED] against [REDACTED] and [REDACTED] in the [REDACTED] tournament in [REDACTED] France. You and [REDACTED] lost that match [REDACTED]. At 07:33 on the morning of the match, [REDACTED] sent you a message saying “Tele”, asking you to speak with him on Telegram. At 07:41, [REDACTED] sent his associate, [REDACTED] a screenshot containing the details of the match and sent you a message saying “I wait”. You had not replied to him by 07:58, so [REDACTED] sent you a message saying “hello!” and followed up with a message to [REDACTED] stating “there is no score... game + sets”. The match started at 12:06 (UTC, or 14:06 local time) and at 12:16 (during the match) [REDACTED] instructed his associates [REDACTED] and [REDACTED] the following bets: 1st set : win [REDACTED] / okaka , + [REDACTED] / okala will lose the [REDACTED] break of their [REDACTED] set, [REDACTED] set : win [REDACTED] / [REDACTED] + [REDACTED] / okala will lose the [REDACTED] break of the [REDACTED] set, [REDACTED] set : win [REDACTED] / [REDACTED]. There appears to have been some difficulty with placing the bets, but [REDACTED] confirmed that some bets had gone through online and were successful. Evidence obtained by the ITIA suggests the bets placed to have been as follows: 1. You and [REDACTED] to win the [REDACTED] set, and you and [REDACTED] to lose the first service of your [REDACTED] set. 2. You and [REDACTED] to lose the [REDACTED] set, and you and [REDACTED] to lose the [REDACTED] service game of the [REDACTED] set. 3. You and [REDACTED] to lose the [REDACTED] set. As can be seen from the scorecard, the bets placed on this match as instructed by [REDACTED] were entirely correct. In both cases where the bets placed were for you and [REDACTED] to lose a service game, it was you who lost the service game, conceding double faults in each, rendering the bets placed successful. The ITIA received betting data provided by [REDACTED] a betting operator, which showed a new UK registered account placing bets for you and [REDACTED] to win Set [REDACTED] Game [REDACTED] (placing bets totalling £400.52) but for you to lose your serve in Set [REDACTED] Game [REDACTED] (placing bets totalling £925.19). All of the bets were placed whilst the match was being played. That UK-registered bettor is believed to be an individual named [REDACTED] (who received Neteller payments from [REDACTED] associates the day before and the day of the match), placed bets totalling £1,325.71 on this match, for you and [REDACTED] to win the [REDACTED] set and lose Set [REDACTED] Game [REDACTED] (which was your service game). Another newly registered account, registered in Italy with another betting operator, placed bets for you and [REDACTED] to lose Set [REDACTED] Game [REDACTED] and Set [REDACTED] Games [REDACTED] and [REDACTED] (the first of which was your service game). You were interviewed about this match by the TIU on 15 January 2018. You stated that you were playing badly and broke your tennis racket because you were angry and denied any knowledge of match-fixing in relation to this match.



### Charge 10

You are charged with a breach of section D.1.e of the 2018 Program, which reads: *“No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event”*. In addition, you are also charged with a breach of section D.1.l of the 2018 Program, which reads: *“No Covered Person shall, directly or indirectly, solicit or facilitate any other person to contrive or attempt to contrive the outcome or any other aspect of any Event”*. On 15 January 2018, the day that you were interviewed by the TIU, you sent ██████████ a message at 14:51 saying “██████████ confirmed that in 2000”. The ITIA believes that you passed on the message that ██████████ a professional tennis player, confirmed the terms of a fix for his match in exchange for €2,000. The ITIA is unable to ascertain what the terms of the fix were. Having reviewed ITF records, the ITIA believe that the message exchange between yourself and ██████████ most likely relates to an agreed fix in respect of a ██████████ match between ██████████ and ██████████ against ██████████ and ██████████ during the ██████████ tournament in ██████████ France, on ██████████ January 2018. ██████████ match began at 15:55 (UTC), an hour after your message to ██████████ confirming the fix for “2000”. ██████████ and Mr ██████████ lost the match ██████████

### Charge 11

You are charged with a breach of section D.1.d of the 2018 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*. On ██████████ May 2018, you played in a ██████████ match with ██████████ against ██████████ and ██████████ at the ██████████ tournament in ██████████ Turkey. You and ██████████ that match ██████████ On the day of the match, at 12:27, ██████████ sent a message to his associate, ██████████ saying *“Okala was brought”*. The ITIA assumes this is a typographical error for “bought”. Your match began at 13:05. ██████████ phone contained a screenshot which showed a message sent to his associate at 16:58 (after your match had concluded) to ██████████ (a member of the organised crime group known as ██████████ including the message “Okala > 1.0”. This form of words was used by ██████████ to indicate when he owed money to tennis players for their role in his fixes. In this instance, it shows that ██████████ owed you €1,000. When this was put to you by French police, you stated that *“he proposed a sum of money to help me financially in exchange of a possible future bet and this amount must correspond to that”* and that you thought “he considered me a potential bettor given the fact that I never explicitly made an end to our conversations”. The ITIA submits that this cannot be correct. The ITIA has reviewed betting data which shows a betting account with the betting operator ██████████ with the username “██████████ registered to ██████████ and associated with ██████████ (a member of the same organised criminal group as ██████████ A bank card for ██████████ was found in ██████████ house when it was searched by the Belgian police. ██████████ betting account placed ten bets as part of an accumulator, of which your match was one. The bet placed was for you and ██████████ to ██████████ the match, which was the correct outcome. Further, photographs of betting slips were located by the Belgian authorities on ██████████ mobile phone, each of which show bets placed on you and ██████████ to ██████████ this match, as part of an accumulator bet with other matches (each of which predicted the correct outcome). As noted above, you and ██████████ the match ██████████ rendering the bets placed successful.

### Charge 12

You are charged with a breach of section D.1.d of the 2018 Program, which reads: “No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”. On [REDACTED] May 2018, you played in a [REDACTED] match with [REDACTED] against [REDACTED] and [REDACTED] in the [REDACTED] tournament in Romania. You and [REDACTED] that match [REDACTED]. Two weeks prior to the match, on [REDACTED] May 2018, [REDACTED] sent you a message informing you of his new phone number. He also updated your contact details on his own phone. On the day of the match, [REDACTED] checked the odds available for the match on the website [REDACTED].com and sent a screenshot of those odds to [REDACTED] and to [REDACTED]. [REDACTED] then sent a screenshot of betting instructions for the match, namely that you and [REDACTED] would [REDACTED] the match by [REDACTED] sets to zero and not to place bets totalling more than €3,000. Again, these bets correctly predicted the precise outcome. ITIA Position The ITIA submits that the messaging exchanges between [REDACTED] and his associates within the organised criminal network regarding betting on your match, coupled with the correct score prediction and your well-established and regular match-fixing relationship with [REDACTED] demonstrates that you, in agreement with [REDACTED] contrived the outcome and/or an aspect of this match in breach of section D.1.d of the 2018 Program.

### **Charge 13**

Additionally and/or alternatively in respect of Charges 4 to 12 above, you are also charged with breaches of section D.2.a.i and/or section D.2.a.ii of the 2017 and/or 2018 Programs. Section D.2.a.i reads (in all versions): “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... it shall be the Player’s obligation to report such incident to the TIU as soon as possible”. Section D.2.a.ii reads (in all versions): “in the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player’s obligation to report such knowledge or suspicion to the TIU as soon as possible”. In light of your admissions to French police and based on the evidence available, the ITIA submit that you were the recipient of corrupt approaches by [REDACTED] to fix your own matches and to act as an intermediary for others and that you had knowledge of the Corruption Offenses of a number of other players. You are required under the terms of the Program to have reported each of the above pieces of information to the TIU, but you failed to do so, on each occasion breaching the Program.”

### **Standard of Proof**

22. Section G.3.a of the TACP provides that:

*“The ITIA (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 ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.”*

23. The CAS Panel in the case of *Köellerer v ATP* noted that the standard of preponderance of evidence is met if “the proposition that the Player engaged in attempted match-fixing is more likely than not to be true”.

### **Discussion**

### **“Tele”**

24. I was shown a number of messages to the Player marked “tele” in relation to various charges. ITIA submitted that these were references to a different form of media communication, Telegram, to that usually used by ██████████ in his discussions with the Player and others which had a facility that messages would be deleted easily, and therefore was particularly suited to improper approaches. Having looked at the sequence of messages over the various communications, there is a remarkable coincidence between references to “tele” and a sequence which suggests the Player was about to be offered a match fixing proposition. So although I look at the totality of the evidence in relation to each charge, I take into account references at appropriate times to “tele” on the messaging.

### **Charges 1-3**

25. It is convenient to take these “*failure to report*” charges together.
26. In his interviews with the French police the player admitted a number of approaches from ██████████ although he said he never accepted them. The ITIA has been able to identify specific matches or time periods in relation to Charges 1 and 2 – being in relation to ██████████ ██████████ in September 2017 and the Player’s own match in Turkey in May 2018. Charge 3 is put on a broader basis given the less specific detail in the Player’s admissions. However, it is clear that the Player received several other corrupt approaches which he admitted.
27. The Player said that when he showed the messages to ██████████ told him not to answer. He sometimes felt pressure from the messages. As a young player, making reports to the authorities is difficult. M Triboulet also suggested reporting of this nature was contrary to French culture.
28. I find there is no defence to any of these three charges. There is an express obligation on players to report corrupt messages. If these approaches are reported, the fixers can be identified and stopped.

### **Charge 4**

29. This Charge relates to a match between the Player and ██████████ ██████████ which took place on ██████████ May 2017 at an ██████████ tournament in Turkey. ██████████ won ██████████ The evidence is that:
- a. The betting operator, ██████████ reported suspicious betting activity by a Swedish registered account in relation to this match where two bets were placed on the first set score being ██████████ to ██████████
  - b. The betting operator, ██████████ reported via ██████████ that an Italian registered account placed nine bets on ██████████ to ██████████ the match or win the first set. €3,370 was won from an initial stake of €875.
  - c. Some of the betting were in-play bets, which appear to have been timed at around five to nine minutes after the match had started.
  - d. The Player served at least one double fault in each of his service games in the ██████████ set. Others followed in his ██████████ set service games.
  - e. The Player has admitted to being in communication with ██████████ at this time and there is evidence of their relationship stretching back to 2016 (through the Player’s number being

red into [REDACTED] phone and screenshots of betting odds related to his matches being shared).

f. Mr Okala has admitted that [REDACTED] a set [REDACTED] was a typical fix suggested by [REDACTED]

30. There is no transcript evidence in relation to this match and the evidence is entirely circumstantial. **I do not find this charge proved.**

#### Charge 5

31. This Charge relates to a [REDACTED] match on [REDACTED] July 2017 between Mr Okala and [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] at the [REDACTED] [REDACTED] tournament in [REDACTED] France.

32. [REDACTED] and his associate, [REDACTED] discuss several aspects of the proposed fixing arrangement and [REDACTED] takes screenshots of betting odds from the [REDACTED] website on several occasions. Simultaneously, [REDACTED] sends a message to the Player saying "Tele" and there is evidence of several Telegram calls between them.

33. It is clear that [REDACTED] is focussed on trying to fix this match. The outcome agreed with [REDACTED] is very clear. [REDACTED] states that "[REDACTED] Okala will lose their [REDACTED] break of [REDACTED]" and then appears to follow the progress of the match.

34. The agreed fix, in the ITIA's submission, was for the Player and his partner to [REDACTED] service game (or "break", as in, a break of serve) in each set. The Player and his partner did in fact go on to [REDACTED], [REDACTED] [REDACTED]. Given one of the service games was served by [REDACTED] the implication is that he was also involved with the fix.

35. The evidence is supplemented further by the disclosure of suspicious betting in relation to this match from the betting operator [REDACTED]. There are a number of suspicious bets placed on the match for the Player's opponents to [REDACTED] the [REDACTED] game in both the [REDACTED] and [REDACTED] set (which was the [REDACTED] service game for the Player and his partner in both cases). The bets were placed by a known associate of [REDACTED]

36. In respect of this Charge, there is evidence of the fix, the appropriate outcome on court and evidence of bets being placed in accordance with the agreed fix. There is evidence of direct communications taking place between the Player and [REDACTED] at precisely the time of the fix discussed between [REDACTED] and [REDACTED] with the notation "tele" suggesting the use of separate confidential media to agree the fix.

37. In my judgment there is overwhelming evidence that the Player was involved in contriving the outcome or an aspect of this match in breach of section D.1.d of the 2017 TACP. **I find this charge proved.**

#### Charge 6

38. As part of [REDACTED] mobile phone download which was made available to the ITIA by the Belgian authorities, a screenshot of a conversation between an unknown individual and "Okala.nl" was found. The mobile phone number associated with "Okala.nl" was found on a handwritten note in premises controlled by [REDACTED] during the Belgian Investigation. The screenshot sets out the content of the message exchange which shows reference to a fix of

“ [REDACTED] First set” to [REDACTED] in respect of “ [REDACTED] who may be [REDACTED] a [REDACTED] professional tennis player.

- 39.** It is unclear to which match this exchange refers or whether the fix actually took place. **I do not find the evidence sufficient to prove this charge.**

#### **Charge 7**

40. This Charge relates to the [REDACTED] tournament in [REDACTED] Tunisia which took place in September 2017. [REDACTED] 72. The Player and [REDACTED] exchange a series of messages on [REDACTED] September 2017 after having had Telegram conversations. The Player begins by saying “*they are thinking*” which suggests he has contacted two individuals about a fix, at the request of [REDACTED] and he is now reporting the outcome of that contact. As the exchange continues, it becomes clearer that the Player and [REDACTED] are discussing the confirmation of a potential fix, with the Player appearing to seek guidance from [REDACTED] by asking “*what should I ask them... I asked them whether it was cancelled or confirmed*”. [REDACTED] clarified that he would be the one confirming or cancelling the proposed fix and that the Player’s role was to “*stay around the court*” and pass the message on to the players. [REDACTED] later confirmed the fix, and the Player passed on the message as agreed.

41. These exchanges make clear that the Player was facilitating arrangements between professional tennis players and [REDACTED] then goes on to name the players who were the subject of the fix: “[REDACTED] / [REDACTED] and the Player confirmed that he was “*leaving their double*”. Based on a review of ITF records of [REDACTED] matches at the relevant tournament on [REDACTED] September 2017, the players referred to are [REDACTED] and [REDACTED]. They played a match against [REDACTED] and [REDACTED] at the [REDACTED] tournament in [REDACTED] Tunisia on [REDACTED] September 2017 and lost the match [REDACTED]. The timing of the messages provides further support for the alleged fix. The Player appears to receive confirmation of the fix from [REDACTED] at 15:38pm, less than an hour before the start of the match at 16:24pm. A [REDACTED] screenshot in respect of this match, which was found on [REDACTED] mobile phone download, provides further evidence of the interest of this match to [REDACTED].

42. The messages exchanged between the Player and [REDACTED] clearly relate to match fixing and, specifically, the Player acting as a go-between for [REDACTED] to pass on confirmation of agreed fixes, thereby facilitating players not to use their best efforts during a match.

- 43.** The evidence is very strong on this charge and **I find that the Player has committed a breach of section D.1.e of the 2017 TACP.**

#### **Charge 8**

44. At the end of the message exchange referred to in Charge 7 above, the Player sent [REDACTED] a message asking him “*And is there something for [REDACTED] to which [REDACTED] responds, “I will tell you in a minute”*. The Player appears to push [REDACTED] for a response, stating that he was “*going to see [REDACTED] “something for [REDACTED]*. The Player, in two messages, specifically names [REDACTED] [REDACTED] [REDACTED] professional tennis player, as the individual for whom he is proactively seeking a fix.

45. Given the timing of the messages, and the fact that the Player was present at the same tournament as ██████████ the ITIA believes that the fix relates to a match which took place at the ██████████ tournament in ██████████ Tunisia on or after ██████████ September 2017. The ITIA, having reviewed ITF records for both Mr the Player and ██████████ believe that the fix relates to a ██████████ match which began at 16:40pm (UTC), less than 30 minutes after the messages which were sent at 15:41pm. ██████████ partnered ██████████ ██████████ against ██████████ ██████████ and ██████████, and lost by a score of ██████████ ██████████. However, it is also possible, but less likely, that the proposed fix related to a singles match the following day between the Player and ██████████ where the Player ██████████.
46. The ITIA does not have evidence of the agreed fix (or indeed if a fix was agreed). However, the evidence is much stronger here and I agree that it can be fairly inferred from the messages that the Player did directly or indirectly solicit or facilitate a player not to use his best efforts in a match, in breach of section D.1.e of the 2017 TACP, although this is a lesser charge, and **I find this charge proved.**

#### Charge 9

47. This Charge relates to a ██████████ match on ██████████ October 2017 in which the Player partnered ██████████ ██████████ against ██████████ ██████████ and ██████████ ██████████ in the ██████████ tournament in ██████████ France. There are messaging exchanges between ██████████ and each of the Player and ██████████. On the morning of the match at 06:59am, 07:04am and 07:05am ██████████ checked the betting odds available on ██████████ and another betting website, ██████████ invited the Player to speak on Telegram a short while later. Shortly thereafter ██████████ then sent instructions to ██████████ and another associate known as "██████████" ██████████ said that the bets would be for "game + sets" before setting out explicitly what he meant. The fix in this case was (i) ██████████ set – Mr Okala and ██████████ would win the set but lose their ██████████ service game. This happened with Mr Okala serving in the ██████████ service game. (ii) ██████████ set – Mr Okala and ██████████ would ██████████ the set and ██████████ their ██████████ service game. This happened with the player serving in the second service game. (iii) ██████████ set – Mr Okala and ██████████ would ██████████ the set. This happened.
48. The additional betting data provides further evidence. The betting data provided by ██████████ demonstrates that at least two bets ("██████████ Okala to win set ██████████" and "██████████ to win ██████████ game"), which accords with with ██████████ instructions. The ██████████ bets were placed by an individual known as ██████████ whom the ITIA has established through review of Neteller payment records is an associate of ██████████. In total, Mr ██████████ placed four bets totalling £1,325.71 on this match, including a single larger bet of £605.78.
49. The evidence on this charge is very strong that the Player contrived the outcome or an aspect of this match in breach of section D.1.d of the 2017 TACP and **I find this charge proved.**

#### Charge 10

50. The Player messaged ██████████ on ██████████ January 2018 to confirm a figure of "2000" in relation to "██████████" apparently a reference to the professional tennis player ██████████ ██████████. ITIA submit that the Player was passing on ██████████ confirmation that he would carry out a pre-agreed fix for €2,000. ██████████ played in a ██████████ match later that day, which began approximately one hour after the Player's confirmation was sent. The ITIA submit that this exchange, though short and without being clear on the terms of the fix, is sufficient to

demonstrate that the Player was soliciting and/or facilitating the fixing of a match by [REDACTED]

51. The ITIA submits that the Player's role in this instance was one of an intermediary, soliciting and/or facilitating [REDACTED] to not use his best efforts in a match, in breach of section D.1.e of the 2018 TACP. I do not consider the evidence is sufficiently clear on this charge and **I do not find it proved.**

#### Charge 11

52. This Charge relates to a [REDACTED] match between the Player and [REDACTED] [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] that took place on [REDACTED] May 2018.
53. [REDACTED] took nine screenshots of betting odds for this match using [REDACTED] and another betting website called [REDACTED]. Two photographs of betting slips were located on [REDACTED] phone showing [REDACTED] and [REDACTED] to win this match, as part of a four match accumulator bet (which was successful).
54. Betting data from the betting operator [REDACTED] showed an account registered to an associate of [REDACTED] placed bets on this match. The link between them is known, as a bank card for that associate was found in [REDACTED] property by the Belgian police.
55. [REDACTED] messaged another associate, [REDACTED] [REDACTED] to confirm "*Okala was brought*" which the ITIA submits meant "bought".
56. [REDACTED] messaged another associate, [REDACTED] [REDACTED] (known as "[REDACTED]" to confirm who money was owed too. The reference made to "Okala > 1.0" could mean that the Player was owed €1,000. The Player claimed to the French police that [REDACTED] had simply offered to assist him financially and the money was not in relation to a fix.
57. I do not consider the evidence here is sufficient to prove the charge that the Player contrived the outcome or an aspect of this match, in breach of section D.1.d of the 2018 TACP and **I do not find this charge proved.**

#### Charge 12

58. Between 2 May 2018 (Charge 11) and this Charge, [REDACTED] had obtained a new mobile phone number, which he was using to contact the Player and others, going by the name "[REDACTED]". He had also modified the Player's contact details on 16 May 2018 and started using a new number saved as "Okala.fr" in order to contact the Player.
59. A [REDACTED] match on 29 May 2018 involving the Player and [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] was of interest to [REDACTED]. A note was found on [REDACTED] mobile phone, which stated "*Win [REDACTED] / [REDACTED]*" and instructed a "*max 3000*" sum, which ITIA believe is a screenshot of the instructions sent out to one of [REDACTED] associates, [REDACTED] stipulating the match, the bet and the maximum sum to be wagered on that outcome. The Player and his partner lost that match by two sets to zero. The score, as set out by [REDACTED] [REDACTED] was therefore correct. [REDACTED] exchanged messages with another associate of his, known as "[REDACTED]" which appears to be in [REDACTED]. The ITIA submit the message refers

to players who have carried out fixes and to whom money is owed. The Player is one of the players named in that message.

60. I regard the evidence as inadequate to support this charge that the Player contrived the outcome or an aspect of this match, in breach of section D.1.d of the 2018 TACP. **I do not find this charge proved.**

### **Charge 13**

61. In the alternative to Charges 4 to 12 above, the ITIA submits that Mr Okala failed to report corrupt approaches made to him, as per section D.2.a.i and/or failed to report the knowledge or suspicion he had of Corrupt Offences under section D.2.a.ii.
62. I do not consider this adds anything, particularly in view of my findings on Charges 1-3 and I **dismiss this charge.**

### **Conclusion**

63. I find charges 1-3, 5, 7, 8 and 9 proved.

### **Sanction**

64. I turn to consider the appropriate sanction after considering the ITIA's 2022 Sanction Guidelines.
65. I regard the serious charges as 5, 7 and 9. Failure to report charges 1-3 are very much less serious. Under Charge 8 I find that there was an attempt to fix but it is unclear whether it proved successful.
66. Match-fixing strikes at the very heart of the sport and poses a huge threat to the integrity of tennis. The draw of competitive sport for participants and for its audience (and therefore also for sponsors, broadcasters and other stakeholders) lies largely in the uncertainty of outcome of any match. The leading practitioners' textbook on sports law, *Sport: Law and Practice*, by *Lewis and Taylor*, summarises this threat in the following terms :

*"Match-fixing and related corruption is, like doping, is an insidious threat to the essence of sport, taking away uncertainty of outcome and thereby compromising the integrity of the sporting contest."*

*"If the authenticity of the sporting spectacle is exposed just once as a façade, confidence in every sporting achievement is corroded."*

*"That is why match-fixing is seen as a 'mortal danger' to sport, 'a cancer that eats at the health and very existence of the game'."*

67. This point is echoed by the case law of CAS. In *Oleg Oriekhov v UEFA* , for example, the Panel stated in its award (at paragraph 78) that:

*"The Panel has to remind itself that match-fixing . . . and the like are a growing concern, indeed a cancer, in many major sports . . . and must be eradicated. The very essence of sport is that competition is fair; its attraction to spectators is the unpredictability of its outcome"*.

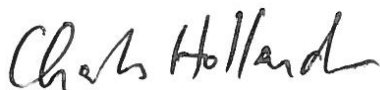


68. I propose to determine a single penalty taking into account all the various charges. I note that the charges involve both the player fixing matches as principal and also as intermediary.
69. These are major offences with a material impact on the integrity and reputation of the sport. Whilst the Player appears very much as the recipient of approaches rather than an initiator, it is striking that he is willing both to fix his own matches and act as an intermediary for making approaches on behalf of [REDACTED] to others. This makes the position more serious. I take into account his youth at the relevant time and they are some time ago, but these are multiple offences over a period of time, and the fact he acted in both capacities is a serious aggravating factor. There is evidence of planning or premeditation. I regard both the culpability and impact in the highest category. There has been no admission of guilt other than in respect of minor charges.
70. In these circumstances I **consider there is no realistic alternative other than to impose a life ban.**
71. As for a fine, I am aware that the Player made it clear he lacks funds, indeed lack of funds may well explain the fact that he was unrepresented until the last minute. On the other hand, I have no detailed evidence about funds. In those circumstances I propose in accordance with the Guidelines to **order the Player to pay a fine of \$15,000.**

#### **Disposition**

72. Charges 1, 2, 3 , 5, 7, 8 and 9 are proved.
73. All other charges are dismissed.
74. Mr Okala must serve a life ban in relation to any event organised or sanctioned by any Governing Body and pay a fine of US\$15000.

**Under TACP Section I this Decision may be appealed to CAS by the parties in this proceeding within a period of twenty business days from the date of receipt of the Decision by the appealing party**



Charles Hollander KC  
AHO  
1.12.2022