

In the Matter of an alleged Corruption Offense under the Tennis-Anti Corruption Program

BETWEEN:

Bertrand Perret (hereafter "Coach Perret")

- and -

Professional Tennis Integrity Officers (hereafter the "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 Mr. Perret:

Mr. Alain de Rougé
BCTG Avocats
14, avenue Gourgaud
Paris, France 75017

Representing the PTIOs:

Ms. Kendrah Potts
4 New Square
London, Greater London
UK WC2A 2RJ

Anti-Corruption Hearing Officer,
Tennis Anti-Corruption Program

Professor Richard H. McLaren, O.C.
(hereafter "AHO")

DECISION of the AHO

PARTIES

1. The PTIOs¹ are appointed by each Governing Body (ATP, ITF, WTA and GSB) participating in the Tennis Anti-Corruption Program (“the TACP”).
2. Bertrand Perret (“Coach Perret”) has been a professional tennis coach since 2011. From November 2016 to January 2018 he worked with Peng Shuai (the “Player” or “Covered Person”), a professional tennis player specialising in doubles play. Coach Perret had received accreditation at tournaments sanctioned by the Governing Bodies of Tennis, including the 2017 Wimbledon Championships (the “Tournament”). The PTIOs submitted that Coach Perret fell within the definition of a Related Person within the TACP.
3. At the outset of the proceedings Counsel for Coach Perret reserved his rights and position as to whether the Program created jurisdiction over Coach Perret as a Related Person and, more generally, as to (i) the opposability and enforceability of the Program against him and (ii) the validity of the proceedings from a legal standpoint.
4. By the time of argument at the Hearing, held on 16 July 2018, Counsel for Coach Perret had abandoned his reservation of rights and conceded that the coach was a Related Person and therefore, covered by the TACP.

BACKGROUND

5. The Notice of Charge (the “Notice”) was sent to Coach Perret on 31 January 2018. In it, Coach Perret is charged with breaching Section D.1.d of the TACP:
 - (i) *“Contriving the draw of the Competition by asking ██████████ to withdraw from the Competition. This occurred in circumstances where the relevant rules provided that ██████████ could only legitimately withdraw if she was injured, which ██████████ said that she was not, and ██████████ also said that she did not want to withdraw,*

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

following which the Player and Mr. Perret offered money if she would agree to withdraw.”

6. The same Notice was sent, on the same date, to the Player. The Player is a professional tennis player, who in February of 2014 was ranked WTA World No. 1 in doubles. That achievement made her the first Chinese professional tennis player regardless of gender to achieve such a ranking. She is without doubt a Covered Person under the TACP.
7. The allegations in the Notice refer to actions that took place in the calendar year 2017. Therefore, the rules of the 2017 TACP apply to the merits of this proceeding. The rules of the 2018 TACP will apply to the procedural aspects of the case.
8. Coach Perret coached the Player from December 2016 until January 2018. Coach Perret was [REDACTED] the Player's ranking. This was his first coaching experience at the WTA level. For 20 years he worked as a coach at a local tennis club coaching young children. He worked at the ISP Tennis Academy in Cannes, France.
9. Coach Perret has been a professional coach since 2011. He worked for three years with [REDACTED]
[REDACTED]
10. The Player was originally scheduled to play doubles at the Tournament with [REDACTED] whose doubles ranking at the time was [REDACTED]. On arriving in the UK to prepare for the Tournament the Player was informed by Coach Perret that [REDACTED] was injured and would be unable to partner with the Player.

11. That information set Coach Perret and the Player on a quest to find a suitable replacement doubles partner. The Player and [REDACTED] had previously discussed playing together in the future and had an intention to pair up after the Tournament. Based on those earlier discussions the Player texted [REDACTED]. Unfortunately, the request therein arrived too late, for [REDACTED] already had a partner.
12. After the [REDACTED] rejection the options were limited and the time was short before the deadline to register for the doubles matches (the "Competition") at the Tournament. Coach Perret decided to reach out to his counterpart coach [REDACTED] to determine if she could be the Player's partner in the Competition. [REDACTED] agreed on [REDACTED] behalf, and Coach Perret signed-in the doubles pair on 22 June 2017.
13. Subsequently [REDACTED] and could no longer play doubles with [REDACTED]. On 25 June 2017 [REDACTED] contacted the Player to advise her of her new circumstances. She asked the Player if she would like to play with her. This proposal would be a re-pairing by the Player from [REDACTED]. Such re-pairing is common in doubles even up to the time of the draw for a tournament. At this point, the Player made an assumption that she could simply ask [REDACTED] to stand down in order for [REDACTED] to be her partner. At that time the Competition was a week away.
14. The Player had a preference for playing with a partner with whom she was familiar and exhibited enthusiasm for playing doubles. Thus, her interest in [REDACTED]. By contrast the Player was unfamiliar with [REDACTED] playing style and had not even met her.
15. After the approach of [REDACTED] on 25 June 2017 to the Player, [REDACTED] and Perret discussed the situation and what to do to enable the re-pairing. [REDACTED]

entourage had booked accommodation for two weeks based on the strength of the pairing with the Player. The precise details of the discussion and the circumstances surrounding them will be found in the Evidence section of this Decision.

16. In respect of withdrawals and re-pairing in doubles competitions, the 2017 Official Grand Slam Rule Book has specific rules to follow. In summary, if either player to a doubles team cannot play, that doubles entry is defaulted. Substitution is permitted before the draw if one player in the doubles duo is injured; or there are unavoidable circumstances that arise after the deadline for submitting the entry. Substitution may also occur before the draw for the particular tournament. Otherwise players may not change partners after the doubles entry deadline.
17. Aside from the Grand Slam Rules noted above, the Competition has a specific provision addressing re-pairing between the main draw sign-in date and the start of qualifying competitions. The rule is in the 2017 Wimbledon Entry Rules. In summary, it provides for re-pairing between the main draw sign-in date and the start of the qualifying competitions in the event of injury to their partner. The new pairing must have an entry ranking better than the 1st alternate pair at the time of the re-pairing. After the start of the Qualifiers only Lucky Losers (“LL’s”) can replace any withdrawing pairs from the main draw acceptance list.
18. The combination of the foregoing rules resulted in the sign-in deadline being 23 June at 12:00 pm; the day after [REDACTED] and the Player had become partners. Based on Wimbledon Entry Rules the deadline for re-pairing for the Competition was Wednesday 28 June (before the first qualifying match started).
19. On 5 July 2017 [REDACTED] contacted the Player to inform her that [REDACTED] had an injury that flared up and that she would not be able to play in the Competition. The consequence of all of these events was that the Player never played in the 2017 Wimbledon doubles tournament.

20. The investigative staff of the Tennis Integrity Unit (“TIU”) conducted an interview with Coach Perret on 28 June 2017. A written summary of each interview conducted by the TIU was provided as part of the disclosure process to the Coach’s representatives. This included an interview with the Player, Coach Perret, [REDACTED]. The TIU investigative staff also obtained text messages between the Player and [REDACTED] the Player and [REDACTED]

PROCEDURE

21. Richard H. McLaren holds an appointment as an Anti-Corruption Hearing Officer (“AHO”) under Section F.1 of the Program. The Parties acknowledged that the AHO is properly appointed and qualified as an independent, impartial, neutral adjudicator to render a determination in this case. The Parties had no objections to the jurisdiction of the AHO. By the time of argument at the Hearing there were no remaining reservations of counsel’s rights. Counsel agreed that there was no objection to the arbitrability of the issues.
22. In accordance with Procedural Order No. 1 issued on 11 April 2018, the PTIOs submitted their brief and exhibits on 18 May 2018, together with a list of witnesses that they intended to call at the Hearing. Signed witness statements and related exhibits thereto of: [REDACTED] submitted on that date. Subsequently all counsel agreed to the filing of a second witness statement from [REDACTED] in lieu of his appearance at the Hearing for the purposes of cross-examination.
23. On 12 June 2018, counsel for Coach Perret submitted his brief and exhibits, with no witness statement. Subsequently an issue arose as to whether Coach Perret as a party in the proceedings had to file a witness statement. The AHO resolved

the matter by an email ruling on 22 June 2018 to the effect that if the Coach was to be examined in chief then a will say or sworn statement was required. However, if he was merely to be presented for questioning by the Player and PTIO's counsel or the AHO, no will say or sworn statement was required. The election was to file a sworn witness statement which was done on 29 June 2018.

24. In the exhibits filed with the brief for Coach Perret was a short affidavit by [REDACTED] [REDACTED] Counsel for the PTIOs advised that they wished to cross-examine that individual. On 13 July 2018 all counsel agreed that a supplementary affidavit would be filed by this person in lieu of cross-examination at the Hearing.
25. Simultaneous to Coach Perret's filing, on 12 June 2018, the Player submitted her brief with exhibits and her witness statement in Chinese and English.
26. On 22 June 2018, counsel for the PTIOs submitted a reply brief on new issues raised in the Player and Coach Perret's briefs. Attached was [REDACTED] [REDACTED] witness statement and related exhibits. [REDACTED]

EVIDENCE

27. The events in this matter surround the entry and pairing of doubles teams into the Competition and their eligibility to play in the Competition at the Tournament.
28. On Wednesday 21 June 2017 the Player's original partner, [REDACTED] withdrew due to injury. The Player initiated the first step in the sequence of events to find a replacement for the injured [REDACTED]. The night of 21 June 2017 she text messaged [REDACTED] inquiring whether she was still available. [REDACTED] replied on 22 June 2017 that she had changed partners due to injury and was now partnered with [REDACTED].

29. The next step in the time line was for Coach Perret to contact [REDACTED] [REDACTED] to make inquiries concerning her becoming a possible doubles partner. That contact resulted in a pairing between the Player and [REDACTED] [REDACTED]. The pair was signed-in to play in the Competition on 22 June 2017 the day before the noon deadline for the sign-in.
30. On Sunday 25 June 2017, [REDACTED] telephoned the Player to advise her that she was suddenly and unexpectedly available to be the Player's partner, because her own partner, [REDACTED] was by then unable to compete because of an injury. The problem was that in the interim, the Player, with the assistance of her coach, had agreed to be paired with [REDACTED].
31. Under the re-pairing rules that existed for the Competition, re-pairing between the main draw sign-in date, 12:00 on 23 June 2017, and the start of the qualifying competitions, 28 June 2017, could only occur if one member of the pair was injured. Since there was no injury in this case, [REDACTED] could not have withdrawn to enable [REDACTED] to pair with the Player. The crucial sequence of events then began on 26 June 2017 and carried over to 28 June 2017 just before the start of the first qualifying match.
32. During the evening of 26 June 2017 [REDACTED] and the Player exchanged messages. The thrust of those exchanges were that Coach Perret and [REDACTED] were to speak to make the arrangements for a re-pairing. The two players were apparently under the impression that they could make a re-pairing without one partner being injured. At 22:43 Coach Perret texted [REDACTED] to call him. They spoke at 23:31 and Coach Perret explained that the Player wished to re-pair with [REDACTED].
33. Aside from the coach to coach communications, that same evening the Player and Coach Perret exchanged WeChat messages. The thrust of those

exchanges was that the Player made it very definite that she wanted to play with [REDACTED] and not her current registered partner.

34. Through a series of communications between [REDACTED] [REDACTED] into the discussions, it became very obvious to each of them that re-pairing at this stage in the Competition could only occur if one partner was injured. The re-pairing must have also occurred before the start of the first women's qualifying matches. There are also other rules to this process but they do not come into play in this case as there never was a re-pairing.
35. At 9:58 on 27 June 2017 [REDACTED] requesting clarification of the rules regarding re-pairing if [REDACTED] withdrew. At that point [REDACTED] [REDACTED] was informed and aware of the rules for re-pairing.
36. Within the hour following this phone call [REDACTED] texted Coach Perret informing him that the only way for the Player to re-pair was if [REDACTED] was injured, which she was not. He further advised that [REDACTED] "...has also made arrangements to play".
37. At 10:18 [REDACTED] phoned to double check the re-pairing rules with [REDACTED] if her partner [REDACTED] was injured. [REDACTED], who spoke to [REDACTED] and confirmed to her the rules regarding re-pairing. Therefore, [REDACTED] knew the re-pairing rules by 27 June 2017.
38. The evidence is unclear regarding when the Player became aware of the re-pairing rules. [REDACTED] remembers telling the Player early one morning in Eastborne when it was raining, that [REDACTED] could only withdraw due to injury. Based on texts sent between Coach Perret and [REDACTED] it is likely this was early Tuesday morning. However, the Player claims she did not understand the rules until meeting with the TIU on 28 June 2017.

39. Therefore by mid-morning on 27 June 2017 [REDACTED] [REDACTED] had learned that there could only be a re-pairing if one of the doubles partners was injured.
40. At 11:08 when Coach Perret called [REDACTED] both coaches and [REDACTED] [REDACTED] knew the rules regarding re-pairing. In that conversation, Coach Perret stated that the Player “absolutely wanted to play with [REDACTED] and that she would not play with somebody else”. In effect the communication was that either [REDACTED] [REDACTED] withdraws or the Player would not play doubles. This was the initial coercion to attempt to push [REDACTED] into a withdrawal.
41. At 13:03 the Player texted [REDACTED] requesting the phone number for [REDACTED]. At 13:11² Coach Perret texted [REDACTED] requesting the same information. Following the Player’s request [REDACTED] for the phone number. She obtained the number from [REDACTED] and relayed it to the Player. The Player attempted to contact [REDACTED] but was unsuccessful.
42. The coaches had a subsequent exchange of WhatsApp messages and phone calls between 13:12 and 13:28. [REDACTED] was disappointed by the Player’s reaction to what he described as her blackmail situation ([REDACTED] or nothing). He advised that his player was not going to withdraw due to injury or personal reasons and the solution would be for the Player and Coach Perret to notify the WTA. [REDACTED] closed with the statement: “*If you want, we can talk about it later, I have to see whether we are going to play*”. This last statement seems to be a suggestion that [REDACTED] would not play with the Player.

² This is the time from Coach Perret’s phone. [REDACTED] phone indicates the message was sent earlier.

43. In a final desperate attempt to create a re-pairing with [REDACTED] at 13:25 Coach Perret left a message for [REDACTED] stating that the Player had a proposal for [REDACTED]. The communication was followed up by a telephone call wherein he reiterated his earlier message.
44. During the two coaches' communications the Player and [REDACTED] were in the change room and discussed the re-pairing and the possibility of compensating [REDACTED].
45. At 15:00 [REDACTED] seeking clarification on the re-pairing rules.
46. At 16:12 the Player texted [REDACTED] to explain her reasons for wanting to re-pair. In so doing she offered the first round money of her new potential partner [REDACTED] and then later added her own first round prize money.
47. While the players were communicating, [REDACTED] reported to [REDACTED] what had transpired between the two coaches over the course of the day.
48. Between 16:20 and 16:45 [REDACTED] was interviewed by the TIU. This was followed by the Player making several unsuccessful telephone calls to [REDACTED]. The Player finally got an answer but it was [REDACTED] on the phone. The Player wanted to discuss paying for accommodations. By later in the evening it was explicit from both [REDACTED] [REDACTED] was not injured and would not claim to be injured to withdraw and permit the re-pairing to proceed with [REDACTED]. By 23:00 that night it was apparent to all that there was no solution to the problem. The Player advised her coach that she would not play in the Tournament.

49. The next day, 28 June 2017, the draw for the Ladies Doubles Qualifying was to take place at 12:00 noon. That was the effective deadline for re-pairing for injury to one's partner. Later that day the TIU interviewed [REDACTED] Coach Perret and the Player. The TIU had first interviewed [REDACTED] the previous day at around 16:20 and did so a second time on 30 June 2017.
50. The matter came to a close when [REDACTED] had to withdraw from the doubles competition on 5 July 2017 due to injury.

SUBMISSIONS of the PARTIES

(i) *PTIOs*

51. The PTIOs submitted that the Player and Coach Perret attempted to contrive the draw of the Competition by asking [REDACTED] to withdraw from the Competition after the sign-in deadline so the Player could re-pair with [REDACTED]. The PTIOs submit that both Coach Perret and the Player have breached Section D.1.d. of the TACP.
52. It was submitted that the messages between [REDACTED] and Coach Perret, the messages between the Player and [REDACTED] and the witness evidence establish the fact that the Player and Coach Perret attempted to contrive the draw of the Competition. The PTIOs also submit that messages exchanged between Coach Perret and [REDACTED] at 10:00 am on Tuesday 27 June 2017 show that Coach Perret was aware that the rules provided that the Player could only re-pair if [REDACTED] withdrew as a result of injury.
53. The PTIOs submit that money should never be offered to persuade someone to withdraw from an Event. Further, the amount offered was more than any expected expenses would have been. In addition, on Tuesday 27 June 2017, [REDACTED] was offered more after her initial refusal to withdraw. The PTIOs submit that this conduct is consistent with bribery.

54. The following jurisprudence was submitted as being of use in analyzing the case. The cases of *PTIOs v. Renard*; *PTIOs v. Trusendi*; *PTIOs v. Rousset*, and *PTIOs v. Garza*; demonstrate that the Player and Coach Perret were attempting to contrive a draw, which constitutes an “aspect of an Event”. Therefore, Coach Perret is in breach of Section D.1.d. In each of these cases, the Player was given a period of ineligibility of 6 months and fined \$5,000. In *Savic v. PTIOs* (CAS 2011/A/2621), the CAS panel noted that a sanction “*must not be disproportionate to the offense and must always reflect the extent of the athlete’s guilt.*” Furthermore, sanctions for a breach of the TACP must be sufficient to serve as a deterrent.³
- (ii) *Coach Perret*
55. Counsel for Coach Perret submitted that based on a preponderance of evidence, the PTIOs did not meet the burden of proving of the Corruption Offense. It was submitted that the burden was not met because (i) Coach Perret did not agree to the terms of the Program, nor was he or the Player aware of the rules; (ii) he only acted as a messenger for the Player; and (iii) Coach Perret did not breach the Program. Therefore, it was respectfully requested that the matter against Coach Perret be dismissed. In the alternative it was submitted that the sanction ought to be reduced to the minimum.
56. Coach Perret was not an experienced professional coach. He had never coached any professional tennis player, on a long-term basis, at such a level. He was too scared of displeasing the Player and of potentially losing his position to consider the implications of his actions. Further, he felt uncomfortable with the Player’s request and asked her to communicate directly with [REDACTED] Coach Perret never had direct contact with [REDACTED]. The brief phone conversation and three messages cannot be considered inappropriate pressure.
57. The Player and Coach Perret’s intent was not to contrive or attempt to contrive the draw but to find a solution to indemnify [REDACTED] for the costs and

³ *Kollerer v. ATP*, CAS 2011/A/2490.

expenses she had incurred as they believed this was the reason [REDACTED] would not withdraw.

58. Coach Perret submits that the following should be considered as mitigating factors if he is found responsible for the breach:
- (i) Coach Perret was an employee of the Player and he was trying to satisfy her wishes; and
 - (ii) Coach Perret submits he will act differently in the future.

59. Counsel on behalf of Coach Perret makes the following Prayers for Relief:
- (i) Coach Perret respectfully requests that the AHO dismiss the PTIOs' claims against him and consequently imposes no sanction; and
 - (ii) Coach Perret does not purport in his submissions to address every last issue, claim and request raised in the submissions of the PTIOs. That any issue, claim and request that has not been addressed, however, shall not be construed as an agreement with the Claimant, or as a concession as to the merits of its arguments.

(iii) *Reply of the PTIOs*

60. The PTIOs submit that a misunderstanding or misinterpretation of the rules is not a defense to the charges. At any Grand Slam tournament players can only re-pair (after the entry deadline) in the event of injury or other unavoidable circumstances.

61. Further, professionals are required to know the rules of their sport.⁴ The TACP is available to players on the internet and via an App in English, Chinese, and French. The Grand Slam Rules were also available on the internet and the Wimbledon Entry Rules were available on the WTA Player Zone website. If

⁴ *Montcourt v. ATP*, CAS 2008/A/1630.

Coach Perret had any doubts, there were many ways he could have informed himself without undue effort or expense.⁵

62. The PTIOs submit that the money offered to [REDACTED] could not have been compensation for expenses incurred since she had already stated she did not want to withdraw. The amount of money offered was more than any expenses, and the amount increased throughout the day. This shows the money was intended as an incentive offered to persuade her to withdraw.
63. The fact that Coach Perret passed the message via [REDACTED] does not negate its effect. It was plainly intended to be passed on to [REDACTED] [REDACTED] saw the message as blackmail.
64. The PTIOs submit that the intention of Coach Perret is irrelevant. The wording of Section D.1.d does not require proof of intention as an element for a breach of the offense. However, it could be relevant in determining the sanction.
65. Coach Perret claims that he is not subject to the TACP or the jurisdiction of the AHO. The fact that he was an employed coach of a professional player, who accepted accreditation to participate in a Grand Slam means that Coach Perret cannot take the benefits of participating in tennis at a professional level but refuse to be subject to the rules. Further, Coach Perret agreed to comply with the TACP when he completed an application for credentials for WTA tournaments on 20 February 2016. It would be entirely unreasonable for coaches to expect others to comply with the rules but consider that they are exempt.⁶
66. It is submitted that Coach Perret's statement that he acted on the Player's instructions because he was too fearful to refuse is merely a ploy to shift the blame onto the Player. There is no reason his alleged intermediary role would

⁵ *Ibid.*

⁶ *Guillermo Olaso de la Rica v. Tennis Integrity Unit, CAS 2014/A/3467.*

exempt him from responsibility in this case. To do so would create a lacuna where none exists in the TACP.

67. Lastly, there is no basis for the submission that ██████████ failed to disclose an injury. She competed in the Wimbledon Singles Competition and considered herself fit enough to do so.

THE RELEVANT PROVISIONS OF THE 2017 PROGRAM

68. The following provisions are the material provisions of the 2017 TACP:

B. Definitions

...

6. *“Covered Person” refers to any Player, Related Person, or Tournament Support Personnel*

...

21. *“Related Person” refers to any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any Player, or any other person who receives accreditation at an Event at the request of the Player or any other Related Person.*

...

C. Covered Players, Persons and Events

1. *All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein as well as the Tennis Integrity Unit Privacy Policy which can be found at www.tennisintegrityunit.com.*

2. *It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all of the provisions of this Program and shall instruct Related Persons to comply with the Program.*

D. Offenses

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

1. Corruption Offenses.

...

- d. *No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.*

...

E. Additional Matters

- 1. *Each Player shall be responsible for any Corruption Offense committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offense and failed to report such knowledge pursuant to the reporting obligations set forth in Section D.2. above or (ii) assisted the commission of a Corruption Offense. In such event, the AHO shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offense.*
- 2. *For a Corruption Offense to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.*

...

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.*

- ...
- c. *The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.*

4. Decisions.

- ...
- d. *Subject only to the rights of appeal under Section I of this Program, the AHO's Decision shall be the full, final and complete disposition of the matter and will be binding on all parties. If the AHO determines that a Corruption Offense has been committed, the TIB will publicly report the Decision, unless otherwise directed by an AHO.*

H. Sanctions

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

- a. ...
- 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) suspension of credentials and access to any Event organized, sanctioned or recognized by any Governing Body for a period of not less than one year, and (iii) with respect to any violation of clauses (c)-(i) of Section D.1., suspension of credentials and access to any Event organized, sanctioned or recognized by any Governing Body for a maximum period of permanent revocation of such credentials and access.*
- c. *No Player who has been declared ineligible may, during the period of ineligibility, participate in any capacity in any Event (other than authorized anti-gambling or anti-corruption education or rehabilitation programs) organized or sanctioned by any Governing Body. Without limiting the generality of the foregoing, such Player shall not be given accreditation for, or otherwise granted access to, any competition or event to which access is controlled by any*

Governing Body, nor shall the Player be credited with any points for any competition played during the period of ineligibility.

DECISION ON THE MERITS

69. Section D.1.d. of the TACP stipulates that a Covered Person shall not directly or indirectly contrive or attempt to contrive the outcome or any other aspect of an Event. All counsel agreed that there was no actual contrivance. Therefore, the case involves determining if there was an attempt to contrive the outcome of an Event. The draw for the pairing of doubles teams for the 2017 Wimbledon Championships would be an aspect of such an Event. If a breach is found the AHO is empowered, under Section H.1.b. to sanction Coach Perret.
70. The Tournament is an Event as set out in Section D.1.d. because Annex 1 to the TACP indicates that Grand Slams, of which the Tournament is one, are Events within the rules.
71. The Player and [REDACTED] were entered to play as a pair in the Competition at the time of the entry deadline. After that deadline any re-pairing could only occur if one partner was injured. The evidence reveals the contortions which Coach Perret and the Player went through in order to allow the Player to play with [REDACTED]. The only way for the re-pairing to occur was if [REDACTED] declared that she was injured before the first ladies doubles match began in the Competition. All the communications from Coach Perret and the Player are directed to this end. There is really no dispute of the proven facts in this matter. I conclude that the process and communications engaged in by Coach Perret were designed to change the pairing in the Competition without compliance with the rules for re-pairing. Therefore, it is an attempt to contrive an aspect of the Event within the language of Section D.1.d.
72. There is jurisprudence, albeit only a guideline in this matter, which also confirms that what has been proven here is an aspect of an Event. The following cases:

PTIOs v. Renard, PTIOs v. Trusendi, PTIOs v. Rousset, and PTIOs v. Garza, conclude that the draw of a tournament is an aspect of an Event and attempting to or successfully contriving the draw is a violation of Section D.1.d.

73. The re-pairing never occurred and thus no monies were ever paid to [REDACTED]. [REDACTED] The TACP in Section E.2 states for a violation to be found "it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received." Coach Perret made an offer to pay for accommodation costs to [REDACTED] in a phone call on 27 June 2017. Coach Perret also communicated to [REDACTED] that there was a proposal from the Player. Section E.2 can be relied upon to conclude it was not necessary for Coach Perret to confer a monetary or other benefit upon [REDACTED] to be found to have committed a Corruption Offense.
74. In order to determine if intent is required under Section D.1.d., the wording of the section must be examined. Section D.1.d., unlike Sections D.1.e. or D.1.f., makes no reference to intention, yet these other Corruption Offenses do. The absence of any reference to intention in Section D.1.d. must give rise to the interpretation that intent is not required in order to prove a violation of that section.
75. Coach Perret admitted to the TIU investigators in his interview on 28 June 2017 that he had heard about the TACP but had never read the rules. The Player admitted a similar ignorance of the TACP and in her interview stated she was not even aware of the existence of the TACP. Indeed the other persons involved in this matter, being [REDACTED] all state they were equally unaware of the content of the anti-corruption program and the rules imposed by the TACP. The reasons in *Montcourt v. ATP*⁷ (the "*Montcourt case*"), finds that ignorance of the rules is not an excuse. Professional athletes and

⁷ CAS 2008/A/1630.

coaches are required to know the rules of their sport. If they do not know them it is possible to review them from various sources or obtain appropriate advice.

76. Coach Perret could and should be taken to have knowledge of the re-pairing rules. If he did not know any aspect of the rules he could have contacted the WTA to obtain such knowledge rather than proceed without determining the rules. The *Montcourt* case, *supra*, provides that if Coach Perret had any doubts concerning his responsibilities under the TACP there were many ways he could have informed himself without undue expense or effort. In any event, throughout the course of 27 June 2017 the requirement under the rules became very unambiguous to all concerned. I conclude that Coach Perret knew that what was being proposed was contrary to the re-pairing rules. Furthermore, if he achieved his objective of enticing [REDACTED] to become part of the scheme she would also be in violation of the TACP. By agreeing to claim injury she would become part of the group circumventing the re-pairing rules. However, she stood her ground, refused to declare she was injured and proceeded to play in the Ladies Singles Competition. To her credit and integrity she did not succumb to the proffered enticements.
77. Coach Perret put to [REDACTED] the initial proposition that the Player would only play with [REDACTED], not as previously arranged and signed-in with [REDACTED]. He chose those words because of his understanding of the communications between himself and his Player. The apparent intended effect of his message was that [REDACTED] needed to withdraw, or as the Player testifies "switch", because the Player would not play with her in any circumstance. In this respect Coach Perret was not just a messenger or agent on behalf of the Player. He was an active participant interpreting what he was being told by the Player, summarizing her views and putting them into action. He was the initial instigator of the process of attempting to re-pair the Player despite knowing it was against the rules.

78. Later in the day his role became more like that of a messenger when he stated that “Peng had a proposal” and called ██████████ to say there would be an offer of financial compensation to ██████████ first round prize money. Nevertheless, Coach Perret knew the rules throughout the course of his conduct. Following the *Montcourt* case, regardless of his actual knowledge, any coach or player knows that competitors must play in accordance with the rules of the game. That is a fundamental requirement in all sport not just tennis.
79. The breach of Section D.1.d. by Coach Perret occurred when he made his initial call to ██████████ that in essence stated a “take-it or leave-it” proposition, which was in effect an ultimatum. Either ██████████ player would withdraw or there would be no pairing in the Competition with Coach Perret’s Player. Following Section E.2, money did not need to be offered to ██████████ in order for there to be an attempt to fix an aspect of the Event. While it might be speculated that ██████████ put the possibility of compensation into the mix of the communications by stating that he and his player had made arrangements to be at the Tournament to play doubles, that does not exonerate Coach Perret or justify his actions.
80. Coach Perret had a lesser role to play in the monetary compensation aspects of this situation than did the Player. The first round prize money was offered by the Player not the Coach. However, the initial sequence of events made the Coach responsible in part for what transpired later. Therefore, I find him to have been involved in attempting to contrive an aspect of the Event.
81. A breach of Section D.1.d. has been found to occur. Under the TACP, the AHO is empowered, under Section H.1.b.(i) to sanction Coach Perret with a fine of up to \$250,000; and, under (iii) suspension of credentials and access to any Event organized, sanctioned or recognized by any Governing Body for a maximum period of permanent revocation of such credentials and access.

82. The role of Coach Perret is of a lesser degree of fault than that of the Player. In that regard see the companion Decision by the AHO in respect of the Player. Nevertheless, Coach Perret undoubtedly breached Section D.1.d. of the TACP, as has been found to be the case. In so doing he also was attempting to entice another player to breach the re-pairing rules. As to the quantum of the suspension, the norm in the 4 cases cited by the PTIOs for breaches of the same Corruption Offense was six (6) months suspension with varying periods suspended depending on facts or circumstances; albeit that none of those cases involved a coach. There is both an element of deterrence and punishment to be reflected in the suspension.
83. The conduct of Coach Perret is contrary to the role of a coach in not informing himself of the re-pairing rules at the outset. Then, upon learning of the rules he attempted to circumvent the rules by encouraging someone else to make a false declaration of injury. He failed to provide leadership to his Player and willfully engaged with her in her more egregious conduct where he remained involved more as a messenger. In these circumstances, noting the differences in the cited cases, in particular to bring another player into the scheme of circumvention, I find that a proportionate sanction for Coach Perret's more limited role than that of his player justifies a suspension for three (3) months.
84. The limited experience of Coach Perret at the WTA level of professional coaching and recognition of the more dominant role of the Player in the offering of money to achieve the withdrawal of [REDACTED] leads me to decide that in his case no fine should be imposed. Although I find his lack of leadership deplorable and could be used to justify a fine. I am giving him the benefit of his naivety and novice role as a professional level coach in not fining him.

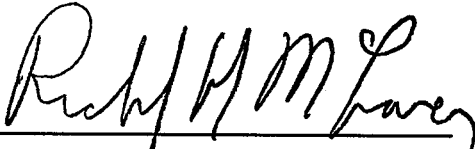
CONCLUSION

85. Based on the evidence and for all of the foregoing reasons, I find that Coach Perret breached Section D.1.d. of the TACP by trying to attempt to contrive an aspect of the Wimbledon Tournament.

The Anti-Corruption Hearing Officer Rules that:

- (i) Coach Perret is a Related Person as defined in Section B. 21 and related sections of the TACP. As such he is found to have committed a Corruption Offense under Section D.1.d. by attempting to contrive an aspect of an Event.
- (ii) Under Section H.1.b.(iii) a three (3) month suspension of credentials and access to any Event organized, sanctioned or recognized by any Governing Body is imposed by this Decision which shall be publicly reported.
- (iii) Under Section G.4.d. this Decision is a *“full, final and complete disposition of the matter and will be binding on all parties”*.
- (iv) The Decision herein is appealable under Section I.3. for a period of *“twenty business days from the date of receipt of the decision by the appealing party”*. The appeal is to the Court of Arbitration for Sport in Lausanne, Switzerland.

DATED at LONDON, ONTARIO, CANADA THIS 7th DAY OF AUGUST 2018.



Professor Richard H. McLaren, AHO