

In the matter of alleged Corruption Offences under the Tennis Anti-Corruption Program

Professional Tennis Integrity Officers

-and-

Temur Ismailov

Before Anti-Corruption Hearing Officer:

Janie Soublière

Representing the Professional Tennis Integrity Officers:

Alex Brooks

Ross Brown

Temur Ismailov:

Self-represented.

DECISION

INTRODUCTION

1. This dispute involves the Professional Tennis Integrity Officers ('PTIOs') and Temur Ismailov, a former International Tennis Association ('ITF') and Association of Tennis Professionals ('ATP') tennis player.
2. On 1 December 2020, the PTIOs charged Mr. Ismailov, [REDACTED] and Mr. [REDACTED] (all 'Covered Persons' or individually 'the Player' herein) with various Tennis Anti-Corruption Program ('TACP') Corruption Offence charges relating to a match at the [REDACTED] tournament in [REDACTED] Uzbekistan on [REDACTED] June 2019 in which [REDACTED] and [REDACTED] played [REDACTED] and [REDACTED] ('the Match'). [REDACTED] and [REDACTED] lost the Match [REDACTED]
3. Some Charges are faced by all three Covered Persons. Some Charges are faced only by Mr. Ismailov. Others are faced only by [REDACTED] and [REDACTED]

4. Janie Soublière holds an appointment as an Anti-Corruption Hearing Officer ('AHO') per section F.1 TACP. The AHO was appointed without objection by either party as the independent and impartial adjudicator to determine this matter as set out in the 2020 TACP, which governs all procedural aspects of this dispute.
5. This dispute has been consolidated pursuant to section G. 1. c. of the TACP because all charges being faced by the three Covered Persons pertain to the same alleged conspiracy. Thus, the procedure for all Covered Persons has been joined with a sole hearing being held. However, a separate decision is issued for each Player.
6. This is the AHOs decision on liability with regards to Temur Ismailov ('Mr. Ismailov').
7. Mr. Ismailov was charged with corruption offences as a result of which a 7-year sanction (with 2 years suspended) was imposed on December 22, 2020. Those corruption offences are separate to the current dispute but may affect the consequences that may be eventually imposed upon Mr. Ismailov should he be found liable for any of the Charges outlined below.
8. Mr. Ismailov's alleged Corruption Offences relate to the Match and the 2019 TACP has been used to determine liability for the same.

THE PARTIES

9. The PTIOs are appointed by the Governing Bodies who participate in the TACP, namely the ATP Tour Inc., the Grand Slam Board, the ITF and the WTA Tour Inc. The PTIOs are responsible for administering the TACP and directing the Tennis Integrity Unit ('TIU'), now known as the International Tennis Integrity Agency ('ITIA'). Professional tennis is structured such that top-level men's tournaments are organized by the ATP, whereas lower-level men's tournaments, such as ITF Futures tournaments which are part of the ITF Pro Circuit, are organized by the ITF. A player must register with the relevant Governing Body to be eligible to compete in their tournaments.
10. Temur Ismailov is a 26-year-old former professional tennis player from Uzbekistan. At the time the alleged Corruption Offences took place, he was registered with the ITF. To play in ITF tournaments, Mr. Ismailov must obtain and use an ITF International Player Identification Number ('IPIN'). When registering for an IPIN, players confirm their agreement to the terms of the Player Welfare Statement thereby agreeing to comply with and be bound by the rules of tennis, including the TACP. All players endorse the Player Welfare Statement on an annual basis, as Mr. Ismailov did in 2019.

THE NOTICE OF CHARGE

11. The alleged Corruption Offences that all Covered Persons have been charged with are outlined in the PTIO's 1 December 2020 *Notice pursuant to section G.1.a of the TACP* ('Notice'). The salient parts of the 1 December 2020 Notice read:

Charges

The Charges are split into three sections:

- 1. Charges faced by all of three of you.*
- 2. Charges faced by Mr. Ismailov only (including in the alternative).*
- 3. Charges faced by [REDACTED] and [REDACTED] (in the alternative only).*

Charges faced by all of you

Charge 1

You are all charged with a breach of Section D.1.k of the 2019 TACP: "No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any other person to contrive, attempt to contrive or conspire to contrive the outcome or any other aspect of any Event."

On 12 February 2020, the TIU conducted an interview with [REDACTED] [REDACTED] ('the [REDACTED] Interview'). [REDACTED] was issued with a life ban in 2017 for, amongst other offences, making corrupt approaches to other Covered Persons. In the [REDACTED] Interview, [REDACTED] alleged that the Match was fixed in accordance with an arrangement put in place between him and Mr. Ismailov, with Mr. Ismailov ensuring the agreement of [REDACTED] and [REDACTED] to the arranged fix. [REDACTED] alleged that the agreed fix would be that the second set of the Match would be lost [REDACTED] This was the outcome of the second set.

During the [REDACTED] Interview the TIU were able to access the [REDACTED] group account of [REDACTED] betting syndicate with username [REDACTED] [REDACTED] demonstrated the nature of the bets his syndicate had placed on the Match. The bets were for either the second set to be won [REDACTED] by Mr. [REDACTED] and Mr. [REDACTED] or for the total number of games in the set to be less than 6.5 (which is effectively a bet of [REDACTED] In total there were six single bets placed in a three-minute period (together with one accumulator bet with one other match). The total sums bet for the six single bets was €7,286.44 which resulted in winnings of €32,167.43.

The TIU also performed a forensic download of [REDACTED] mobile phone ('the [REDACTED] Phone'). The [REDACTED] Phone contains conversations with a contact named [REDACTED] [REDACTED] which [REDACTED] alleges is Mr. Ismailov, and whose number is the same as the number registered by Mr. Ismailov with the ITF. The extracts of the conversations on 17 and 18 June 2019 evidence an agreement between Mr. Ismailov and [REDACTED] that [REDACTED] and [REDACTED] would

lose the second set of the Match [REDACTED] and in exchange [REDACTED] would pay "10,000" (assumed to be in US Dollars). Key elements of the conversation are as follows:

1. The conversation opens on [REDACTED] June stating that "Bro we mast do doubles tomorrow". [REDACTED] replies "I know, But are they ready?".
"
2. [REDACTED] asks for the names for sending payment to in the event of a successful bet and Mr. Ismailov replies "[REDACTED]" and "[REDACTED]".
3. Mr. Ismailov then states "I will speak with guys, Also maybe they do second set". [REDACTED] said "ok, I wait" and then later "Ok wait he go and we go set [REDACTED]".
4. A discussion follows around when final confirmation will be given of the fix. Mr. Ismailov states that "We must give signal before second set". [REDACTED] agrees before stating "Set [REDACTED], [REDACTED] So clean I love you, Be online". Mr. Ismailov replies, "Ok bro, 10000".
5. Mr. Ismailov then pushes for confirmation stating, "Bro when we going to give confirm" and [REDACTED] confirms again "Before set 2" and "Anywho is 99.9 confirm".
6. Mr. Ismailov asks again stating "Ok, Confirm, ?, Bro, 5-2" indicating that the second set may be starting shortly. [REDACTED] replies "Yes, Confirm, Ok". Later he confirms "All perfect, [REDACTED] We bet". Mr. Ismailov also gives his own name for the money transfer.

On 15 July 2020, Mr. Ismailov was interviewed by the TIU ('the First Ismailov Interview'). In the First Ismailov Interview Mr. Ismailov confirmed that [REDACTED] [REDACTED] and [REDACTED] [REDACTED] were [REDACTED]

The TIU also located evidence on the [REDACTED] Phone of four Western Union money transfers made to Mr. Ismailov's [REDACTED]. The payments are as follows:

1. On 18 June 2019, a money transfer of USD 1,977.07 with reference WU 5795155380 was made to [REDACTED]
2. On 19 June 2019, a money transfer of USD 3,000.86 with reference WU 1101953849 was made to [REDACTED]
3. On 24 June 2019, a money transfer of USD 2,000.02 with reference WU 9147163696 was made to [REDACTED] [REDACTED] and [REDACTED]
4. On 25 June 2019, a money transfer of USD 3,000.01 with reference WU 1729702101 was made to [REDACTED] [REDACTED]

In the First Ismailov Interview Mr. Ismailov admitted that he had fixed the Match and that he had received money in relation to that fix, via [REDACTED]. However, Mr. Ismailov made no admission regarding [REDACTED] and [REDACTED]

On 22 July 2020, Mr. Ismailov attended a second interview with the TIU ('the Second Ismailov Interview').

In the Second Ismailov Interview, Mr. Ismailov changed his story and stated that he had told ██████████ that the Match was fixed but that he had not made any arrangement with ██████████ and ██████████ to fix the Match. He said that he had taken a chance with the outcome of the Match and was not concerned if ██████████ ended up losing his bets.

The PTIOs submit that it is impossible for the Match to have been fixed without ██████████ and ██████████ being in active agreement with the fix. That is especially so given the specific agreed score line of ██████████ in the second set – clearly, no one would fix a set at ██████████ without a strong degree of confidence that this outcome could be delivered. However, ██████████ and ██████████ were both interviewed by the TIU in July 2020 and both denied any involvement in fixing the Match.

The PTIOs consider it is clear that the evidence from ██████████ the ██████████ data, the social media communications between ██████████ and Mr. Ismailov and the four Western Union money transfers are strong evidence that all three of you conspired together to contrive the outcome and/or an aspect of the Match, in breach of section D.1.k of the 2019 TACP.

Charge 2

You are each charged with a breach of Section D.1.d of the 2019 TACP: "No Covered Person shall, directly or indirectly, contrive, attempt to contrive, agree to contrive, or conspire to contrive the outcome, or any other aspect, of any Event."

On the basis of the evidence set out above in Charge 1, the PTIOs submit that it is clear that Mr. Ismailov has conspired to contrive the outcome, or an aspect, of the Match and ██████████ and ██████████ have contrived the outcome, or an aspect, of the Match, in each case in breach of section D.1.d of the 2019 TACP.

Charges faced by Mr. Ismailov only

Charge 3

Mr. Ismailov is charged with a breach of Section D.1.e of the 2019 TACP: "No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any Player to not use his or her best efforts in any Event."

On the basis of the evidence set out above in Charge 1, the PTIOs submit that Mr. Ismailov solicited ██████████ and ██████████ not to use their best efforts in the Match, in order to fix the Match in the manner Mr. Ismailov had agreed with ██████████. Therefore, Mr. Ismailov has committed an offence under Section D.1.e of the 2019 TACP.

Charge 4

In the event that Mr. Ismailov is not found liable for either of Charges 1 to 3, he is also charged in the alternative with a breach of Section D.2.a.i of the 2019 TACP.

Section D.2.a.i 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, or (ii) provide Inside Information, it shall be Ismailov's obligation to report such incident to the TIU as soon as possible."

The evidence in this case is clear that, at the very least, Mr. Ismailov has received a corrupt approach from [REDACTED] offering some form of money, benefit or consideration to Mr. Ismailov in exchange for arranging to fix an aspect of the Match.

Therefore, the PTIOs submit that Mr. Ismailov should have realised that this was a corrupt approach. As a result, Mr. Ismailov was obligated under the TACP to report his knowledge to the TIU. Mr. Ismailov failed to do so in breach of Section D.2.a.i of the 2019 TACP.

PROCEDURAL BACKGROUND

12. On 1 December 2020, the same day Counsel for the PTIOs sends out the Notice to Mr. Ismailov, they also send a second email to the AHO and Mr. Ismailov clarifying the following:

I just want to clarify that the email my colleague sent below amounts to new proceedings against Mr. Ismailov (together with the two others).

They are entirely separate from the proceedings we have already been dealing with where Mr. Ismailov has made admissions and submissions on sanction are due from the PTIOs later this week.

There is no factual overlap between the two sets of proceedings. The one similarity is that they both involve information from [REDACTED] [REDACTED]

13. Further to receipt of the Notice, the AHO contacts Mr. Ismailov by email on 2 December 2020 and outlines the various options available to him under the TACP. He is given until 22 December 2020 to respond.
14. On 16 December 2020, the AHO sends Mr. Ismailov a reminder regarding his options going forward and requests an express indication of his choice(s) notably whether or not he would exercise his right to a hearing.

15. Later that day, Mr. Ismailov responds by email and informs the AHO that (sic)
- “ Hello
I would like to receive a hearing to be able to tell a real story . Thank you.”*
16. On the same day, the AHO acknowledges Mr. Ismailov’s response and informs him that additional directions would be provided once all responses were received from the other Covered Persons involved in the dispute.
17. On 22 December 2020, the AHO sends a *Notice of Pre-hearing Conference Call* to all Parties outlining the process going forward and scheduling a conference call for all Parties to be held on 7 January 2021. All Parties are requested to inform the AHO if they require the assistance of an interpreter for the call. No party does so, although Counsel for ██████████ does request that a few clarifications be made regarding the conference call. These are answered by the AHO to Counsel’s satisfaction.
18. In the 22 December 2020 correspondence, the AHO also informs all Parties that the cases are to be consolidated relying on TACP Article G 1. c. which provides that:
- Two or more Covered Persons may be charged in the same Notice and the case shall proceed on a consolidated basis when:*
- (i) each Covered Person is charged with accountability for each Corruption Offense charged,*
- (ii) each Covered Person is charged with conspiracy and some of the Covered Persons are also charged with one or more Corruption Offenses alleged to have been committed in furtherance of the conspiracy, or*
- (iii) even if conspiracy is not charged and all Covered Persons are not charged with each Corruption Offense, the Notice alleged that the several Corruption Offenses charged were part of a common scheme or plan.*
19. In this case, the allegations against the three Covered Persons fall squarely within the scope of Article G 1. c. TACP. The case proceeds on a consolidated basis, without objection from any party.
20. The conference call is held on 7 January 2021 by Zoom audio with all Parties present. At the outset of the call, ██████████ requests an interpreter. Further to the AHO explaining that he has not exercised this right in a timely manner, and to avoid delaying the call, all Parties consent to Counsel for ██████████ providing brief translations of any parts of the call that ██████████ fails to understand. This proves to be an amenable

solution and [REDACTED] confirmed that he understood the purpose of the call and its outcomes.

21. Further to this conference call, a Procedural Order is circulated for comment to the Parties on 11 January 2021. Further to the same, Counsel for [REDACTED] requests that a few clarifications be made on the content of the Procedural Order and the documentary submission process. All questions are answered to Counsel's satisfaction.
22. The final Procedural Order 1, consented to by all Parties, is issued on 18 January 2021 and sets out all steps of the procedure leading up to the hearing, which keeping in mind the different time zones of all Parties is scheduled for 11 -13 May 2021 from 11:30 am BST.
23. Other than a few requests for extension, which are agreed to by all Parties and granted by the AHO, all Parties file their submissions in a timely manner.
24. As Mr. Ismailov and [REDACTED] are not represented by Counsel, their brief submissions are accepted into the case file as will-say witness statements.
25. The hearing is held by video conference from 11 May – 12 May 2021.
26. Present at the hearing along with the AHO are:
 - Alex Brooks and Ross Brown, Counsel for the PTIOs
 - Temur Ismailov, Self-Represented
 - [REDACTED] [REDACTED] Represented by Counsel Feruza Bobokulova, Sherzod Abdulkasimov and Mushtariy Aripova
 - [REDACTED] [REDACTED] Self-Represented
 - Nigel Willerton, Ben Rutherford, Katy Stirling and Jodie Cox, from the International Tennis Integrity Agency
 - Bill Babcock, PTIO
 - [REDACTED], Court Reporter
 - [REDACTED], Hearing Manager
 - [REDACTED] Interpreters
27. Witnesses who provide testimony, are examined and cross examined by each party, in order of appearance are:
 - Dee Bain, ITIA investigator

- [REDACTED]
- Temur Ismailov
- [REDACTED]
- [REDACTED]
- [REDACTED]

28. At the end of the hearing, all Parties expressly state that the disciplinary process and Hearing have been conducted fairly and in full respect of their rights to natural justice.

29. This is the AHO's decision on Mr. Ismailov's liability or lack thereof. An additional round of submissions on sanction will be required and requested further to this decision being issued in the event that any of the individual Covered Persons are found to have committed TACP offences.

APPLICABLE LAW AND JURISDICTION

30. All Parties have agreed that the applicable rules are the 2019 TACP with regards to the alleged offences and the 2020 TACP with regards to the procedure.

31. No party has objected to the appointment of the AHO, undersigned, to hear this matter. She has been properly appointed and seized of the matters in dispute.

32. No other matters relating to jurisdiction or the arbitrability of these matters have been raised by any party.

BURDEN AND STANDARD OF PROOF

33. TACP Section G.3.a provides that:

"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 evidence."

34. The CAS Panel in the case of *Köellerer v ATP*¹ among others noted that the standard of preponderance of evidence is met if “*the proposition that a player engaged in attempted match-fixing is more likely to be true than not to be true*”. This standard is the equivalent of the English law “balance of probabilities” standard of proof meaning that the PTIOs case is established as soon as it passes the 50% threshold.

35. The applicable standard of proof is widely acknowledged and accepted by all Parties.

SUBMISSIONS

36. The AHO has carefully considered the totality of the Parties’ written and oral submissions. They are summarised below. Additional facts and allegations found in the Parties’ submission, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. The AHO refers in its award only to the submissions and evidence it considers necessary to explain its reasoning.

I. PTIO’s

37. All of the Charges faced by the Covered Persons in this dispute, including Mr. Ismailov, relate to a doubles match that took place on [REDACTED] June 2019 in which [REDACTED] and [REDACTED] played against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] at the [REDACTED] tournament in [REDACTED] Uzbekistan (‘the Match’). [REDACTED] and [REDACTED] lost [REDACTED]

38. The PTIOs allege that the Match was fixed by [REDACTED] and [REDACTED] as directed by Mr. Ismailov, by their agreement to lose the second set of the Match [REDACTED]. They had arranged to fix the Match with Mr. Ismailov who in turn made arrangements with [REDACTED] [REDACTED] a former professional tennis player from [REDACTED] around the relevant bets that would be placed on the Match.

39. The PTIOs submit that the only reasonable explanation for the significant witness and documentary evidence available in these proceedings is that the Match was fixed for the financial gain of all protagonists. There is no other logical explanation, and the Covered Persons have been unable to advance any credible defence of their position.

¹ Daniel Köellerer v Association of Tennis Professionals, Women’s Tennis Association, International Tennis Federation & Grand Slam Committee, CAS 2011/A/2490, para 1.

40. The PTIOs submit that they have set out a strong case that the Match was fixed with the involvement of all three of the Covered Persons and believe that the evidence takes them well beyond the threshold of a “preponderance of the evidence”.
41. The PTIOs lead the witness evidence of Dee Bain, an ITIA investigator, and [REDACTED] alongside their submissions as well as transcripts of all Covered Persons interviews with Ms. Bain.
42. The PTIOs case ultimately derives from the evidence given by [REDACTED] [REDACTED] [REDACTED] [REDACTED] received a lifetime ban from tennis in 2017 due to his match-fixing activities. He has since reflected on his wrongdoing and resolved, in 2020, to assist the TIU (now ITIA) with its investigations. He was motivated by the hope of being considered to have given “Substantial Assistance” under the terms of the TACP and be permitted to coach tennis professionally as a result.
43. The PTIOs submit that Mr. Ismailov has already acknowledged [REDACTED] credibility. In recent proceedings against him, which resulted in a seven-year ban (with two years suspended) and a fine of \$12,000, Ismailov admitted an offence in which he fixed a match in May 2019, with [REDACTED] and was paid around €4,000 by way of a money transfer. At no stage in those proceedings did Mr. Ismailov question [REDACTED] credibility or the accuracy of the information he had given to the TIU with regards to that specific corruption offence.
44. Although the PTIOs submit that [REDACTED] is a credible witness, they also argue that his credibility is not crucial to establishing their case to the required standard of proof because the documentary evidence obtained from [REDACTED] phone confirms that a fix took place. The PTIOs submit that there can be no doubt regarding the relevance of that contemporaneous and highly probative material.

The Social Media Exchanges

45. The PTIOs submit that the social media exchanges between Mr. Ismailov and [REDACTED] (many reproduced *supra*) as evidence that:
- [REDACTED] and Mr. Ismailov had already been having discussions about fixing a doubles match.
 - Mr. Ismailov was speaking with more than one individual about fixing the Match.
 - The agreed sum for the fix was to be \$ 10 000 and that the recipient of those funds was ultimately Mr. Ismailov.

- A clear arrangement to fix the second set of the Match [REDACTED] was made.
- This fix was made within minutes of the start of the second set as required.

46. With regards to the social media exchange content the PTIOs submit that:

- It is inconceivable that the above exchange occurred without an intention from both Mr. Ismailov and [REDACTED] that the Match be fixed.
- Mr. Ismailov and [REDACTED] has fixed numerous matches over the years and both earned significant sums from doing so.
- The basis of the relationship between the two is for Mr. Ismailov to trust [REDACTED] to place bets and to pay him and in turn for [REDACTED] to trust that Mr. Ismailov can fix the relevant match or procure that others do so.
- A score of [REDACTED] is uncommon in a doubles match even if the other two Covered Persons are playing the top seeds.
- For Mr. Ismailov to claim that he made a random bet in hopes of it paying off, without informing the other two Covered Persons who were actually playing the Match, is not logical and the chances of achieving a successful outcome without having the two participants who were playing the match in on the fix were low.
- The story Mr. Ismailov offers is not credible given the risk of endangering his relationship with [REDACTED] in following such an approach would have been high.
- If Mr. Ismailov is to be believed in his approach, this means that he would have faked the entirety of the social media exchanges above.
- It is unrealistic to suggest that Mr. Ismailov would have been busy chasing [REDACTED] to confirm the bets were on so he could give a signal to [REDACTED] and [REDACTED] if he were not doing so genuinely.

Interviews

47. With regards to Mr. Ismailov's interviews with the ITIA interviewer Dee Bain:

- The contents of his first and second interview, and admission, confirm that he was fixing matches with [REDACTED] long before the Match in question.
- There is no evidence in any of the interviews and evidence provided that Mr. Ismailov wanted to punish [REDACTED] in fact nothing evidences anything other than a positive relationship between them.
- In his first interview, he seeks to ascertain the level of proof needed to find Messrs. [REDACTED] and [REDACTED] liable, demonstrating that he wanted to find ways not to involve them.

- After having considered his position following to the first interview, Mr. Ismailov decides in his second interview not to involve Messrs. ██████████ and ██████████ and states that he had randomly decided to fix this match with no involvement at all from Messrs. ██████████ and ██████████. Yet if this was the case, the PTIOs question why he wanted to discuss the matter with them, “the Players”, if they were not involved at all.

Bets

48. The PTIOs explain that the second part of the fix is the placing of bets using an online betting operator, in this case ██████████ to reflect the agreed fix.
49. ██████████ written statement provides an extract from a betting account with username “██████████” which evidences some of the bets that the ██████████ user placed on ██████████ June 2019. This the PTIOs argue is, again, clear and contemporaneous evidence that the Match was fixed.
50. ██████████ also provides evidence that the bets placed were all extremely specific and reflected a clear belief that the ██████████ set of the Match was to be lost ██████████ by ██████████ ██████████ and ██████████
51. The sums bet, and the financial risks assumed as a result, were substantial. The timing of the bets is also noteworthy as they were all made within a three-minute time period immediately after the start of the second set, as explained by Ms. Bain in her witness statement.
52. The PTIOs submit that it is clear that ██████████ and his associates were operating the ██████████ account were betting consistently and with purpose. This was not casual betting. Given the number of bets, a significant sum was staked – the account stood to win over €35,000 if the bets were winning bets.
53. ██████████ and his associates were not in the business of taking risks when betting their own money. The PTIOs thus submit that there is no other explanation for this betting activity other than the fact that the Match was fixed.

Money Transfers

54. The PTIOs submit that the third part of the fix was the payment for it. Relying on Ms. Bain’s testimony, they argue that the money transfers represent the standard way that payment is made for successful fixed matches.

55. The PTIOs evidence is that further to the Match, ██████████ arranged for four money transfers to be sent by his associates to Mr. Ismailov by way of ██████████
Involvement of All Covered Persons

56. The PTIOs submit that, given Mr. Ismailov's past convictions for match-fixing and his admitted ongoing (financially successful) relationship with ██████████ there can be no doubt that fixing the Match is something that he would be likely to have done. And, relying on ██████████ testimony, the PTIOs submit that it is clear that he would not have authorised the bets to be placed without being certain the Match was to be fixed. As such, the PTIOs argue that unavoidably means that ██████████ and ██████████ must have been involved in the fix.

57. The PTIOs also do not accept that Mr. Ismailov was sophisticated enough to have faked the friendly nature of his relationship with ██████████ to "punish him" . On the contrary, there is no evidence beyond Mr. Ismailov's assertion that he only pretended to do so on this occasion.

58. The PTIOs submit their evidence establishes that:

- Mr. Ismailov was in communication with one or both of ██████████ and ██████████ ██████████ to agree the terms of the fix – whether that was in person or otherwise.
- If it was just one of ██████████ and ██████████ who spoke to Mr. Ismailov, that it was this individual who then spoke to the other member of the partnership to secure their agreement.
- Having received the funds from ██████████ Mr. Ismailov then paid ██████████ and ██████████
- Mr. Ismailov is attempting to protect ██████████ and ██████████ and that he had little to lose by attempting to do so given his existing significant sanction.

59. The PTIOs thus submit that Mr. Ismailov is liable for all Corruption Charges he is being charged with and will address the issue of sanction if necessary after a decision on liability has been provided.

Mr. ISMAILOV's SUBMISSIONS

60. The written submission filed by Mr. Ismailov on 8 March 2021 by way of an email are reproduced in their entirety below:

*"I want to start by saying that I had a bad relationship with [REDACTED] [REDACTED] for a long time we did not communicate and I had an idea how he could be punished or made money on it. this idea was not new to me it was told by [REDACTED] himself, he told that one person did not give him money and he gave him a random match and if he played he won if not he would have punished the person. I decided to do this, I started communicating with him not long before the tournaments and was looking for the right moment. the moment came at a tournament in [REDACTED] I decided to imitated that I want to organize a match and told to [REDACTED] that the guys from Uzbekistan want to lose for money. Well, there were long discussions, I could not immediately agree I wanted to show that everything is real. he said as far as I remember [REDACTED] or [REDACTED] set, well, I thought they wc playing against the first seed, why not, while I don't know if I really wanted them to play [REDACTED] [REDACTED] or not, because I didn't know I want more to make money or to punish him!!!
When I talked to Dee Bein, as far as I understood, she asked about all the players who I know not some specific players in particular [REDACTED] [REDACTED] and [REDACTED] . and I wanted to cooperate honestly, so I said what would be better for me to cooperate and can help some players, and I consider guessing and divination that I meant it is unacceptable when the fate of people is being decided, especially when I do not really understand English even right now i am writing via google translate. in the end, by chance, they played [REDACTED] of course I was not particularly surprised because they played wc against 1 seeded
Thank you"*

61. During the course of the Hearing, Mr. Ismailov reiterates the following:

- His relationship with [REDACTED] was not a good one at the time of the Match and certainly less so before 2019.
- It is not he who is being deceitful but [REDACTED]
- That his sole purpose in dealing with [REDACTED] in relation to the Match was to seek revenge and/or to make money.
- If he was communicating with [REDACTED] in a friendly matter, it was only to perpetuate his ruse.
- He never spoke to [REDACTED] or [REDACTED] about fixing this match and never spoke to them after his first interview with Ms. Dee Bain.
- He took a chance on the [REDACTED] score line. Considering who [REDACTED] and [REDACTED] [REDACTED] were playing, he believes this would have been a reasonable outcome. If it were, he would make money, if it were not, [REDACTED] would have to pay.

DELIBERATIONS

62. The PTIOs submit that they need not rely on inferences to establish their case against Mr. Ismailov as they are able to demonstrate by ample witness and documentary evidence what the alleged fix was, how bets were placed in reliance on that fix to generate financial gain, and then how Mr. Ismailov received his share of the profits.

The Alleged Match Fixing Conspiracy

63. The AHO acknowledges that the amount of direct evidence by way of WhatsApp messages, the timing of activity of the [REDACTED] betting account, screen shots of text messages and bank deposits, is compelling and persuasive. The communications shared between [REDACTED] and Mr. Ismailov notably on [REDACTED] and [REDACTED] June 2020 leave little doubt that a doubles match was being fixed. *Inter alia*, there is clear mention of a doubles fix (“*Bro we mast (sic) do [REDACTED] tomorrow*”). There is clear mention that the fix will occur in the second set (“*Maybe they do the [REDACTED] set*”). Evidence shows betting activity occurring shortly before the start of the second set as soon as the signal is given. The amount of the fix is agreed upon (“*OK for 10 0000*”). The fix is confirmed as being successful (“*Set [REDACTED] So clean. The relationship between [REDACTED] and Mr. Ismailov does not appear strained (“I love u”*”).
64. The PTIOs submit and [REDACTED] testifies that these many exchanges compellingly indicate that, after an admitted hiatus where they did not speak as a result of unpaid bets, he and Mr. Ismailov were in an amicable and workable relationship, if not good friends, and had been discussing and carrying out fixes on an ongoing basis (as evidenced by the corruption Charges Mr. Ismailov admitted to in a previous matter further to fixing another match with [REDACTED]). The PTIOs submit that the WhatsApp exchanges between [REDACTED] and Mr. Ismailov show they are clearly referring to a previously discussed doubles match where players are in on the fix, given the usage of the word “they”, infers that there are a few other players involved.
65. The PTIOs submit, and the evidence shows, that Mr. Ismailov was speaking with more than one individual about fixing the Match. In addition to the reference above, Mr. Ismailov also refers to speaking “*with guys*” and that “*maybe they do [REDACTED] set*”. The PTIOs submit that it is plain that this language indicates that he is speaking with other individuals about the fix he is arranging with [REDACTED] with a view to ascertaining what result they might be prepared to deliver. The AHO agrees. Mr. Ismailov approached players, convinced them to contrive the outcome of the match, and was proceeding with the fix as planned based on what results could feasibly be delivered.

66. The PTIOs infer that Mr. Ismailov was speaking with both [REDACTED] and [REDACTED]. As the AHO will discuss in a parallel award involving [REDACTED] this is not a direct inference the AHO can make on a balance of probabilities. However, it is clear that [REDACTED] was involved in this fix and that Mr. [REDACTED] [REDACTED] was also likely involved to receive the signal that the fix was a go, considering Mr. Ismailov, was not present at the Tournament. The AHO notes that the fact that Mr. Ismailov was not present in Fergana during the Match does not preclude the signal having been set by way of a pre-programmed phone message (as [REDACTED] testifies is often done) or other mean. In any event irrespective of how the signal was given, the AHO is satisfied on a preponderance of the evidence based on the timing of the bets and the ultimate outcome of the match, that a signal, whatever it may have been, was received by Mr. Ismailov shortly before the start of the second set, confirming that the fix was a go.

67. The AHO also accepts that a clear arrangement to fix the [REDACTED] set of the Match [REDACTED] was made. The WhatsApp messages and discussions reflect the agreed score line and the exchanges clearly point to the second set, given the explicit references to the same and the fact that final confirmation was only received from [REDACTED] just minutes before the second set of the Match started, which non-coincidentally is also when all the betting activity started occurring on the [REDACTED] account. There can be no doubt that they were talking about the Match and not any other. It is germane to underline that no other set in the tournament was won [REDACTED]

68. Additionally, given the money involved and the betting syndicate involved, the AHO accepts that [REDACTED] would never have placed the bet if he was not 100% sure that Mr. Ismailov had secured the fix and that “the Players” would deliver on their promise of a [REDACTED] set.

69. The communications also show that the agreed sum for the fix was to be “10000” and that the recipient of those funds was ultimately Mr. Ismailov. The evidence confirms that the recipients of that 10 000 were [REDACTED] and [REDACTED] [REDACTED] whom Mr. Ismailov has identified as [REDACTED]. Consequently, Mr. Ismailov clearly received payment for playing out his part in the conspiracy.

The relationship between [REDACTED] and Mr. Ismailov

70. Mr. Ismailov’s defence is based on his contention that his relationship with [REDACTED] was not good in the past as a result of [REDACTED] not coming through on a few debts for matches Mr. Ismailov had fixed in years prior and that he was trying to exact a revenge on him as a result of this. However, the AHO does not accept from the tone of the communications and the fact that Mr. Ismailov was clearly working with [REDACTED] both in fixing the Match and other matches at that time (for which he received a 7-year ban in a

prior decision), that Mr. Ismailov and ██████████ were not on good terms, or at least not successfully once again working together to fix matches for their mutual financial benefit.

71. Mr. Ismailov's alleged fabrication of a good relationship with ██████████ as a ruse is unlikely and the tone of the WhatsApp messages, as well as ██████████ testimony do not assist him. He knew he could trust ██████████ to profit from this relationship on an ongoing basis as soon as ██████████ sent him a \$1 000.00 MoneyGram transfer as a gesture of good faith in April 2019. They then went on to work together fixing matches and the evidence shows that they did so – successfully and amicably for quite a long time.
72. Notwithstanding any tension that may or may not have existed at any point in time between he and ██████████ the evidence clearly shows that Mr. Ismailov had resumed his activities not only as an active participant (as evidenced by his admitted Match fix) but also as the middle-man in ██████████ match fixing "empire".
73. The AHO thus finds that Mr. Ismailov's submission that he was trying to trick ██████████ into believing he was fixing matches with him to "punish him" is not persuasive in the face of the ample direct evidence before the AHO. It is totally inconceivable that Mr. Ismailov would have carried out such a charade over more than a two-day period, if not more, notably when he had, admittedly, successfully fixed another match with ██████████ a month prior.

The Alleged Conspiracy vs Leap of Fate Defence

74. Mr. Ismailov's contends that he fixed the match without talking to any players and simply did it on a leap of fate that the ██████ score line would occur. The AHO finds this contention to be highly unlikely.
75. Firstly, the WhatsApp messages clearly establish that Mr. Ismailov was discussing the fix with at least one if not both players on the doubles team. Secondly, the ██████ score line was necessary, and a signal was given to Mr. Ismailov, arguably by one if not both the players on the doubles team, to confirm the same only minutes before the start of the second set. Thirdly, the Players' level of play, especially ██████████ dropped significantly in the second set and the AHO does accept that this was a result of nerves or of simply being outplayed. Finally, a ██████ set is the exception in doubles at this level of play because of the impact of service games, and Mr. Ismailov would not have taken a gamble on fixing a match with such a score and risk not making the money he so desperately needed, without being sure of the outcome. So too would ██████████ never have agreed to place such bets on the outcome. There was too much to lose.

76. The AHO finds the amount of compelling direct and indirect evidence submitted by the PTIOs by way of WhatsApp messages, betting account activity, screen shot of text messages and bank deposits to be persuasive and convincing.
77. Therefore, the AHO finds that Mr. Ismailov fixed the Match and that he conspired with other Covered Persons in order to do so thereby breaching the TACP.
78. When the question is directly put to him as to what he meant when he said that *“what he did was not a good thing and that he knows he will be punished”* Mr. Ismailov concedes that he committed TACP offences in relation to the Match and will be punished for them. Yet as argued by the PTIOs, defrauding ██████████ is not an offence under the TACP. Therefore, it is hard to understand what offences he concedes to have committed in relation to the Match. Given Mr. Ismailov’s answer, he is admitting to fixing the Match but, in trying to exculpate ██████████ and ██████████ he appears to have gotten convoluted in his own story.
79. It is also telling that this new leap of fate story based on *“wanting to punish ██████████”* only arose after Mr. Ismailov’s first interview with Ms. Bain during which he implied that other players were in on the fix and that he wanted to discuss options with them, because (as the AHO understands the exchange between Mr. Ismailov and Ms. Bain) they may have wished to come forward and benefit from a lesser sanction in doing so.
80. The story he concocted only arose in the course of his second interview, after he had been given the opportunity to discuss with ██████████ and ██████████ at least one of whom needed to be in on the fix further to being approached and convinced by Mr. Ismailov to do so.
81. After being confronted with the inevitable corruption charges that were coming his way in relation to the Match and further to discussing the same with “the Players” after his first interview, which in no uncertain terms alludes to other Players being involved, he decided to cover for these players and changed his story completely.
82. On a purely empathetic level, the fact that Mr. Ismailov is trying to take the fall for others is commendable. He is after all likely the one who made the corrupt approach and convinced them, or him, to fix the match. It is thus understandable that he might try to assuage his guilt in doing so and try to protect them. He certainly has little to lose – he has been suspended for 7 years and is no longer playing on the tour – as opposed to ██████████ who is in his early twenties and ██████████ who is still trying to rise in the ranks of the professionals. As laudable as Mr. Ismailov’s actions seem, they cannot eradicate the evidence and the facts before the AHO or the Corruption Offences that have been committed.

83. For the reasons above, the AHO finds it implausible that Mr. Ismailov orchestrated the fix on a leap of fate without conspiring with others to do so. The AHO therefore finds that Mr. Ismailov has committed Corruption Offences in breach of Articles D. 1.k., D. 1.d and D. 1.e of the TACP.

Conclusion on Charges

84. As a result of the above, and consistent with Charge 1, the PTIOs submit that they have established on a preponderance of the evidence that Mr. Ismailov solicited and/or facilitated the contrivance of the second set of the Match to a [REDACTED] score-line in a conspiracy with other players in breach of section D.1.k of the TACP. The AHO agrees.

85. As regards Charge 2, relying on the evidence set out for Charge 1, the PTIOs also submit that they have established on a preponderance of the evidence that Mr. Ismailov breached section D.1.d of the TACP. This provision reads *“No Covered Person shall, directly or indirectly, contrive, attempt to contrive, agree to contrive, or conspire to contrive the outcome, or any other aspect, of any Event”*. The fixing of the Match amounts to the contrivance of part of the outcome of the Match, being an Event under the TACP. Mr. Ismailov indirectly caused that contrivance of the second set through his offer to player (s) to fix the Match. The AHO agrees.

86. As regards Charge 3, the PTIOs submit that they have established that Mr. Ismailov has breached section D.1.e of the TACP, relying again upon the evidence set out for Charge 1. The PTIOs submit that Ismailov clearly solicited player(s) not to use their best efforts in the Match through offering them money to fix the second set following his arrangements with [REDACTED]. The AHO agrees.

87. As regards Charge 4, the PTIOs submit that it is undeniable that [REDACTED] offered money to Mr. Ismailov to fix the Match pursuant to section D 2 a.i TACP. The social media exchanges and the money transfers demonstrate that as well as the admissions of [REDACTED] and Mr. Ismailov. Therefore, the PTIOs submit that they have established on a preponderance of the evidence that Mr. Ismailov should have reported [REDACTED] corrupt approach. As a result, notwithstanding having been found liable for the other 3 charges and for the sake of being comprehensive, the AHO agrees that Mr. Ismailov has also breached section D.2.a.i of the TACP.

88. In summary, the AHO finds that the PTIOs have established all charges on a preponderance of the evidence. Mr. Ismailov has breached sections D 1. k., D 1. d., D. 1. e. and D 2 a.i of the TACP and does not fulfill his burden of disproving the breaches to the requisite standard of proof.

ORDER

89. Mr. Temur Ismailov is hereby found liable for Corruption Offences pursuant to sections D 1. k., D 1. d., D. 1. E and D.2 a. i. of the TACP.

90. Submissions on sanctions will be sought out at a later date.

Dated at Beaconsfield, Quebec this 1st day of June 2021

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Janie Soublière C. Arb.
Anti-Corruption Hearing Officer