

In the Matter of a Notice of Major Offense of Alleged Corruption Offenses under:

TENNIS ANTI-CORRUPTION PROGRAM

(hereinafter the “TACP”)

Baptiste Crepatte

(hereinafter “the Covered Person” or “Player”)

and

International Tennis Integrity Agency

(hereinafter the “ITIA”)

Representing the Covered Person:

Madame Laurence Voillemin

Mr. Dominique Toutut

Representing the ITIA:

Mr. Mathieu Baert

Ms. Fien Schreurs

Ms. Lore Vanden Berghe

Ms. Julia Lowis

Anti-Corruption Hearing Officer,
Tennis Anti-Corruption Program

Professor Richard H. McLaren, O.C.
(hereinafter “AHO”)

DISPOSITION SUMMARY

The orders found at the end of this Decision are repeated here for the convenience of the reader.

- (i) Baptiste Crepatte is a Player as defined in Section B.27. and as such a Covered Person as defined in Section B.10. of the TACP.
- (ii) The Covered Person is found to have committed Corruption Offenses under Sections D.1.d., D.1.b. and D.2.a.i. of the 2018 TACP. For these breaches of the 2018 TACP the Covered Person is declared ineligible from Participation in any Sanctioned Event for a period of three years in accordance with Section H.1.a.(ii).
- (iii) The above ordered suspension shall commence on and is effective from the day after this Decision as prescribed in Section F.6.h.(ii) of the 2022 TACP. The period begins on the 20th of April 2023 and ends on the 19th of April 2026.
- (iv) This Decision shall be publicly reported in full as prescribed in Section G.4.e. of the 2022 TACP.
- (v) Under Section H.1.a.(i) a fine of \$15,000 USD under a payment plan to be agreed is imposed.
- (vi) The Decision herein is a final determination of the matter subject to a right of appeal to the Court of Arbitration for Sport (CAS) under Section I.1. with a deadline under Section I.4. of 20 Business Days from the date of receipt of the Decision by the appealing party.
- (vii) Under Section I.2. of the 2022 TACP the suspension ordered herein shall remain in effect while under appeal unless CAS orders otherwise.

DECISION of the AHO

PARTIES

1. Baptiste Crepatte is a French professional tennis player (sometimes referred to herein as a “Party”; also referred to as the “Player” or the “Covered Person”) with an ATP¹ singles ranking of 1374 and an ITF ranking of 483. He had a career-high ATP singles ranking of 276. He is a Covered Person under the definitions in Section B.10. and B.27. of the 2022 TACP. He has completed the mandatory Tennis Integrity Protection Programme (“TIPP”) on several occasions, most recently on 28 August 2022.
2. The ITIA, (a “Party”), administers the Tennis Anti-Corruption Program (the “TACP”) for the Governing Bodies of tennis through the Tennis Integrity Supervisory Board. A tennis player who is a Covered Person under the TACP must register with the relevant Governing Body to be eligible to compete in that body’s tennis tournaments.
3. Richard H. McLaren holds an appointment as an Anti-Corruption Hearing Officer (the “AHO”) under Section F.1.a. of the 2022 TACP and is the Chief of the Panel of AHOs. No Party made any objection to his being an independent, impartial, neutral adjudicator to render a determination in this case.

BRIEF PROCEDURAL HISTORY

4. On 28 October 2022, the ITIA, through its Senior Director Legal, served the Covered Person with a Notice of Major Offense (the “Notice”). The alleged Corruption Offenses are stated as occurring in 2017, 2018 and 2020. The relevant provisions of the TACP in place in those years will be applicable to

¹ All capitalised words or acronyms not otherwise defined in this Decision take their defined meaning from the TACP. All capitalised words not defined in the TACP have their ordinary English language meaning. It should also be noted that this version of the Decision was factually corrected on submission of all counsel after release to the parties. This document represents the corrected version of the AHO Decision.

determine the merits. The procedure for planning and executing the arbitration process uses the 2022 TACP for that purpose, being the year in which the Notice was served. The ITIA referred the matter to the AHO in accordance with Section F.4. of the 2022 TACP.

5. The Covered Person requested the matter be referred to arbitration. Under Section G.1.g. of the 2022 TACP the AHO convened a previously postponed conference call with the counsels for the Parties on the 22nd of November 2022. As a result, two Procedural Orders (“PO#1 and PO#2” referred to as the “PO orders”) were issued by the AHO. The PO orders are supplementary to the carrying out of the arbitration process under the TACP.
6. In accordance with the PO orders and Rule G.1.g.ii.3. the ITIA filed on 6 December 2022 its written submissions, witness statements and all other materials required by the procedural rules of the 2022 TACP.
7. The Covered Person filed his Answering Brief on 20 January 2023 in accordance with the PO orders and Rule G.1.g.ii.4. of the 2022 TACP.
8. In further compliance with the PO orders, the ITIA filed its Reply to the Answering Brief on the 27th of January 2023 and the Covered Person filed a further Reply to the ITIA on the 3rd of February 2023.
9. On 3 February 2023 the AHO issued a letter to the counsels confirming that the Covered Person’s counsel did not wish to cross-examine any of the ITIA witnesses. Therefore, the witness statements were accepted as stated and the ITIA witnesses were not required to attend the Hearing. The letter also confirmed that the Player’s interview of 7 February 2022 would be considered sufficient as a will say statement of the Player. Crepatte’s counsel also advised that the Player would be available for questioning and cross-examination by both the AHO and the ITIA counsel.
10. The balance of the PO orders leading to a virtual Hearing were carried out in accordance with the procedure. The matter proceeded to a Hearing on 17 February 2023.

THE CHARGES IN THE NOTICE

11. There are 60 alleged breaches of the 2017, 2018 or 2020 TACPs. The alleged breaches occurred in 15 allegedly fixed matches during the enumerated three years.
12. Each of the 15 fixed matches and their accompanying four separate charges within each are summarised and set out by section number and year of the alleged infractions.

SUBMISSIONS

(i) The ITIA

13. The ITIA submits that the Covered Person has committed 60 offenses in 15 matches over three years in connection with an Armenian-Belgian criminal network affiliated with ██████████ (“████████”). This criminal network has been the subject of investigations in both Belgium and France. The ITIA submits that if a tennis player or opponent is mentioned by ██████████ or his associates there is a high likelihood that the match or part of the match in question has been fixed.
14. It is submitted that the evidence is sufficient to establish that the Covered Person committed multiple breaches in different years of Sections D.1.b., D.1.d., D.1.f. and D.2.a.i. of the TACP. The ITIA relies on evidence obtained from the Belgian and French Investigations including, but not limited to, betting slips and communications between ██████████ and his associates relating to the allegedly fixed matches, in addition to alerts from betting operators and evidence from Tournament Supervisors.
15. The ITIA submits that the starting point for determining the Sanction at Step 1 under the July 2022 Sanctioning Guidelines ought to be between A1 and B2.

16. With regard to Culpability the ITIA submits that the Covered Person has demonstrated elements of both Category A and B. The Criteria for Category A and B are as follows:

Category A – High Culpability	Category B – Medium Culpability
<ul style="list-style-type: none"> • High degree of planning or premeditation • Initiating or leading others to commit offenses • Multiple offenses over a protracted period of time 	<ul style="list-style-type: none"> • Some planning or premeditation • Acting in concert with others • Several offenses

17. It is submitted that the Covered Person committed numerous offenses in 15 matches over a three year period; thereby committing multiple offenses over a protracted period of time which fits within Category A. However, there is no evidence to suggest that the Covered Person led others to commit offenses.
18. With regard to Impact, the ITIA submitted that the Covered Person has demonstrated elements of both Category 1 and 2. The Criteria for Category 1 and 2 are as follows:

Category 1	Category 2
<ul style="list-style-type: none"> • Major TACP offenses • Significant, material impact on the reputation and/or integrity of the sport • Holding a position of trust/responsibility within the sport • Relatively high value of illicit gain 	<ul style="list-style-type: none"> • Major TACP offense(s) • Material impact on the reputation and/or integrity of the sport • Material gain

19. In line with Category 1 the ITIA submits that by fixing 15 matches the Covered Person repeatedly engaged in one of the most serious Major TACP

Offenses. In line with Category 2 the ITIA submits that the Covered Person's actions have had a material impact on the reputation and/or integrity of the sport, as match-fixing is always damaging to the reputation and integrity of tennis, the Covered Person committed multiple offenses and the Covered Person was connected to a large-scale criminal network engaged in match-fixing in tennis.

20. The second step of the Sanctioning Guidelines is to determine the starting point and category range of the Offenses, as well as to consider aggravating or mitigating factors that would warrant an increase or reduction in the suspension. The ITIA submits that because the Offenses are between A1 and B2 the starting point for the suspension should be between 15 and 20 years. The ITIA submits that the Covered Person was well aware of his responsibilities to comply with the TACP and that there are no mitigating factors warranting a reduction in the ban.
21. Lastly, as the Covered Person has not offered Substantial Assistance to the ITIA or admitted to any of the Offenses, it is the ITIA's position that there are no other factors to warrant a reduction in the ban.
22. The ITIA submits that under Section H.1.a. the sanction ought to be:
 - (i) a ban for a period of 15 to 20 years; and
 - (ii) a fine of \$75,000 USD.
23. In support of its position the ITIA filed three witness statements. All the witnesses are employed by the ITIA. The statements were from: Karen Risby, an Investigator with the ITIA and who also interviewed the Covered Person on 7 February 2022; Mark Swarbrick, employed as a Betting Liaison Officer; and Zoran Preradovic, employed as an Intelligence Analyst.
24. In support of the submissions of the ITIA reference was made to the following cases: CAS 2019/A/6459 Juan Carlos Sáez v. Professional Tennis Integrity Officers ("PTIO") & ATP Tour Inc. ("ATP") & Grand Slam Board ("GSB") & International Tennis Federation ("ITF") & WTA Tour Inc. ("WTA") dd. 25 March 2021; CAS 2011/A/2490 Daniel Köllerer v. Association of Tennis

Professionals (ATP), Women's Tennis Association (WTF), International Tennis Federation (ITF) & Grand Slam Committee, dd. 23 March 2012; and CAS 2010/A/2172 O. v. Union des Associations Européennes de Football (UEFA), dd. 18 January 2011.

(ii) The Covered Person

25. In the Answering Brief it is submitted that the actions brought by the ITIA fall outside of the time limitations for bringing an action under Section C.2. of the TACP 2022. Section C.2. states that an action may only be commenced eight years from the date the alleged Offense(s) occurred or two years from the discovery of the alleged Offense(s), whichever is later. There are two limitations in the Section. Whichever one is "later". In the alternative, it is argued that the Covered Person has not been afforded a fair trial and is not guilty of the Offenses alleged by the ITIA.
26. The Covered Person submits that the date of discovery of the alleged Offenses is later than the date the alleged Offenses occurred. Therefore, the ITIA exceeded the limitation's period because they were made aware of the facts on which their allegations are based more than two years before the Covered Person received the Notice of Major Offense on 28 October 2022. It is submitted that the ITIA gained access to the materials from the Belgian and French Investigations by the end of February 2020 and received the last betting alert related to the Covered Person on 11 June 2018. The Covered Person also submits that the 17 January 2020 match-fixing allegation (Match #15) has only been brought in order to circumvent the limitations period.
27. Alternatively, the Covered Person submits that the ITIA has attempted to sink him with a disproportionate volume of documents and insufficient time to prepare his defense. The Covered Person was also never interviewed by either law enforcement body in Belgium or France. As a consequence, the Player takes issue with the ITIA relying on a Report from the Belgian and French Investigations in which he was never interviewed and therefore not able to have his side heard.

28. It is further submitted that the ITIA's reasoning is based on speculation and not objective evidence. The Covered Person emphasizes there is no evidence of direct communications or financial payments between the Covered Person and [REDACTED] and his accomplices or any intermediaries. It is also submitted that the mere fact that screenshots of the Covered Person's matches were found on [REDACTED] phone is not enough to suggest that the Covered Person fixed the matches in which he played.
29. On this basis the Covered Person submits that no penalty should be imposed. The Covered Person objects to the way the Sanctioning Guidelines were applied. It is submitted that the A/B Culpability categorization is inapplicable on the basis that the Covered Person has not committed multiple crimes over an extended period of time or encouraged others to fix matches as there is no evidence of match-fixing. As it relates to Matches #8 - #14 the Covered Person proposes that there was a high probability that the Covered Person's name was being used without his knowledge by [REDACTED] and his associates to identify a mole within their network. Additionally, the Covered Person submits that Match #15 could not be connected to [REDACTED] network because [REDACTED] had been arrested and it was submitted to the AHO that [REDACTED] network was dismantled 18 months prior.
30. The Covered Person also rejects the 1/2 Impact categorization as the Covered Person did not hold a position of trust or responsibility within the sport and there is no evidence of payment(s) to the Covered Person.
31. As it relates to aggravating factors the Covered Person submits that all players are required to complete TIPP training and he is not responsible for the effectiveness of the training. Additionally, the ITIA's position that the Covered Person has not provided Substantial Assistance or made admissions infers that the Covered Person is guilty.
32. Therefore, the Covered Person submits that a 15 - 20 year long ban and \$75,000 fine is disproportionate and no penalty should be imposed.

(iii) The ITIA Reply

33. The ITIA submits that the Covered Person's interpretation of the limitations period is legally inaccurate. It is submitted that the limitation period ends on the later of eight years since the alleged Offense(s) occurred, or two years from discovery of the alleged Offense(s). As the first Offense was committed on 27 March 2017, the eight year limitation period expires on 27 March 2025, and thus the Notice of Major Offense issued on 28 October 2022 is admissible.
34. The ITIA submits that it has complied with agreed upon deadlines, has acted in good faith when sending documents to the Covered Person and that interrogation by Belgian and French police is not a prerequisite for the arbitral procedure. Therefore, the ITIA refutes that the Covered Person's rights have not been respected.
35. Finally the ITIA submits that their evidence demonstrates a high probability that the Covered Person committed the alleged Offenses and therefore meets the standard of proof. In particular, as it relates to the match on 17 January 2020, the ITIA states that while ██████ may have been arrested in 2018 this did not mean his entire criminal network had been dismantled. The ITIA also finds the Covered Person's mole theory highly unrealistic as they question why the Covered Person would be chosen as bait and submit that many of the predictions put forth about Crepatte were correct and confirmed as suspicious by other sources.

(iv) Covered Person's Final Reply

36. The Covered Person states that the "whichever is later" period in Section C.2. does not refer to the end date of the limitations period as proposed by the ITIA, but, rather refers to the starting date. It is submitted that the ITIA's interpretation would be in contravention of Article 6.1 of the European Convention on Human Rights and would give the ITIA unreasonable control over when it can commence an action.
37. The Covered Person also reiterates that he has not been afforded a fair trial as he has not been given sufficient time to prepare his defense, was not provided

with relevant documents until requested and considers it relevant to the current proceeding that he did not benefit from being heard during the Belgian and French Investigations.

38. The Covered Person further submits that the quality of the evidence brought by the ITIA lacks a high degree of confidence. The Covered Person reiterates that there is no objective evidence of contact or money transfers between ██████'s network and the Covered Person.
39. Several cases and press releases were also filed in support of the submissions: ECHR – 2 Octobre 2018 – Mutu and Pechstein vs Switzerland – 40575/10 and 67474/10; ACHR Press release on ECHR 18 mai 2021, Sedat Doğan c. Turquie, 48909/14 and Naki et AMED Sportif Faaliyetler Kulübü Derneği c. Turquie, 48924/16; ECHR – 7 July 2009 – Stagno vs Belgium – 1062/07; and ACHR Press release on ECHR 7 July 2009 - Stagno vs Belgium – 1062/07.

THE INVESTIGATION BACKGROUND

(i) Introduction

40. There are 15 alleged fixed matches in the years 2017, 2018 and 2020. Each fixed match is alleged to contain four separate charges, thereby creating 60 alleged breaches of the various previous TACPs.
41. The matches divide themselves into the following groupings: fourteen matches with either Belgian or French Investigation information as part of the charge and one match that occurred in 2020 after the criminal gang leader ██████ had been arrested and criminally charged.

(ii) Belgian Investigation

42. Between 2014 and 2018, Belgian law enforcement carried out an investigation related to the actions of an Armenian-Belgian organised criminal network that the authorities believed to be operating to fix professional tennis matches globally.

43. At the heart of the suspected Armenian-Belgian organised criminal network was an individual called ██████████ ██████████ or “██████████” “██████████” “██████████” or “██████████” [referred to herein as “██████████”] was responsible for being the point of contact between professional tennis players or a middleman on one side and a network of gang members (hereafter “██████████ Accomplices”) who were responsible for placing bets using a wide variety of online betting operators or betting using in-store terminals. The ██████████ Accomplices also acted as the mules paying off tennis players for their corrupt activities by in-person meetings or the use of MoneyGram, Neteller, Paysafe, Skrill or Western Union as payment mechanisms. ██████████ in essence, had an international network and was a key person in the criminal organisation. The investigation traced the money trails and discovered that millions of dollars in various currencies had been sent or taken out between June 2016 and March 2018.
44. The criminal gang was built around ██████████ and his associate ██████████ ██████████ (“██████████” on the one hand, and ██████████ ██████████ (referred to herein as “██████████” on the other hand, who managed the gang’s finances from ██████████
45. In June 2018, Belgian authorities identified key players in the criminal organisation, sought and obtained search warrants, which enabled law enforcement to arrest several members of the gang. Possessions of the gang were seized, including mobile phones.
46. The Belgian authorities conducted large scale raids on key figures in the criminal network. They conducted a forensic download of four mobile phones belonging to ██████████ and ██████████. In the case ██████████ while only four phones were found, the investigation showed that ██████████ had used about eight phones during the investigation period. On the seized phones, various WhatsApp messages were identified which included extensive discussions regarding the fixing of professional tennis matches. Further, there were images of money transfers/betting slips and screenshots of tennis matches, notes of calls and written conversations between ██████████ and his Accomplices and between ██████████ and several tennis players, but not the Covered Person.

47. An overall review of the Belgian Investigation indicates that █████ operated with at least 181 tennis players world-wide, and the Investigation shows at least 375 tennis matches appear to have been manipulated.
48. On 3 January 2020 the Belgian investigators published their Report on the Investigation. The conclusion was that there was a major bribery scheme by █████ and his Accomplices. In February 2020 the ITIA was given access to the Investigation Report and the evidence the Belgian investigators had compiled.

(iii) French Investigation

49. On 3 December 2018, the Belgian police asked the French police to question a group of nineteen French professional tennis players. At no time has the Belgian police asked the French police to question the Covered Person.
50. As a result of the Belgian Investigation, the French criminal authorities █████ to investigate several French tennis players based on the information discovered during the Belgian Investigation.
51. A number of French tennis players made precise and detailed admissions which allowed the ITIA to understand the methods of █████ and the tennis players who had been corrupted. The Covered Person has not been charged by the French Gendarmerie. He was never interviewed by either French or Belgian law enforcement. Nevertheless, his name comes up on two occasions in Matches #9 and #12.
52. The French Criminal Investigation is still ongoing. Therefore, the ITIA has refrained from issuing a provisional suspension in this case.

(iv) Criminal Gang Modus Operandi

53. Karen Risby is employed by the ITIA as an Investigator (referred to hereafter as “Investigator Risby”). She provided evidence on how █████ and the tennis players he targeted exemplified the methodology █████ used. The various

aspects were described in her testimony based on her experience and observations of the law enforcement investigations.

- a. ■ would review the online betting markets and assess matches where:
 - (i) one of the players may be prepared to fix the match; and
 - (ii) there was potential financial profit to be made from fixing that match.
- b. ■ would contact the player (or middleman), usually via WhatsApp or Telegram offering the player a financial reward in exchange for fixing a match. The proposed fixes varied but included losing specific sets (sometimes by a particular score line) and losing specific games.
- c. If the player agreed to carry out the fix, ■ would instruct the ■ Accomplices to place bets with various betting operators that were usually online, but the bets could also be placed in person.
- d. After a fix was successfully carried out, ■ would arrange payment to be made to players, either by the money transfer services of MoneyGram or Western Union (whereby a player or their representative would collect the money from a shop or similar), or via online electronic transfers to apps such as Skrill or Neteller. On occasion, ■ would arrange meetings with players in-person where he would give them their payment in cash.

(v) *Betting Alerts from Sportsbooks*

54. Betting Liaison Officer Swarbrick states that in order for criminals to benefit from their corruption of tennis players to manipulate matches they must open bets online via internet sites. Front men, sometimes referred to as money mules, open accounts using the identification data and bank details of tens of different people who cooperate with the criminal organisers and exchange payments. ■ and his Accomplices were betting either online via betting sites or in person using betting machines at a betting shop or newsagent's, where betting slips are handed over.

55. Sportsbooks are constantly monitoring the various betting markets with a view to identifying irregular betting patterns which make certain matches being bet upon suspicious of being fixed. They report those suspicious activities to a central body such as Sportradar or the Independent Betting Integrity Agency (the “IBIA”) formerly known as ESSA. It is those bodies that provide betting alerts to the ITIA.
56. The AHO notes that the receipt of betting alerts do not of themselves establish as a fact that a match has been fixed or manipulated. The [REDACTED] of several Sportsbooks’ alerts may cause Sportradar or IBIA to issue an alert to those, such as the ITIA, with whom they have a memorandum of understanding to forward information after their investigation and characterisation of their view whether the particular match may have been fixed. However, more than betting alerts are required by these organisations before characterising a match as fixed.

DECISION

57. A significant amount of evidence was filed in support of the parties’ positions in this matter. The AHO has considered all of the evidence. The evidence referred to herein is that which the AHO considered to be the most relevant to the adjudication of this matter. It is also noted that there is no direct evidence linking the Player to [REDACTED] or payment by [REDACTED] or his Accomplices for any of the alleged match fixes. The evidence is entirely circumstantial. While it is possible to find a breach of the TACP without direct evidence, the circumstantial evidence must still meet the standard of the preponderance of the evidence as required by Section G.3.a. of the 2022 TACP.
58. At the outset it is necessary to deal with a preliminary issue regarding the submission by the Covered Person as to whether any of the charges in the Notice are time barred by Section C.2. of the 2022 TACP.

(i) **Preliminary Issue: Limitation Period**

59. Section C.2. of the 2022 TACP provides that: “*No action may be commenced ... against any Covered Person for any Corruption Offense unless such action is commenced within either*
- (i) *eight years from the date that the Corruption Offense allegedly occurred or*
 - (ii) *two years after the discovery of such alleged Corruption Offense, whichever is later.*”
60. Action must be interpreted as the procedural act that led to referral to the AHO under Section F.4. of allegations related to Corruption Offense[s]. The issue is the meaning and intention of the Section and how does the phrase “*whichever is later*” apply to the case.
61. The ITIA was aware of all of the investigation information from the Belgian and French Investigations by the end of February 2020. The Sportsbooks information relates to three alleged matches that occurred in January, April, and May 2018. Therefore, the Covered Person submits that the phrase “*whichever is later*” applies to both the starting and end points of an offense or discovery of an offense. It is submitted that the ITIA had discovered the alleged Corruption Offenses at the end of February 2020, and that starting point is later than the actual date of the Offense. The Covered Person submits that therefore, the limitation period of Section C.2.(ii) ending in February 2022 applies and because it is before the Notice was filed on 28 October 2022, the matter is time barred under the 2022 TACP and the “action” could not be commenced.
62. The issue arising from the different submissions is whether the “*whichever is later*” requirement is measured from the later starting point of the time of the offense or discovery of it, or the end point of the time of the offense or discovery of it.
63. The barring of taking action under Section C.2. has two limbs which are alternatives. The first limb is 8 years from the date the Corruption Offense

occurred. The second limb is 2 years from the discovery of a Corruption Offense. The limb which applies is the one with the longest limitation period. In this case, the first limb, which is 8 years from the date of the Corruption Offense, applies because it is the longer of the end points of the two limbs. If the later date of the Belgian Investigation Report is used as the discovery date, then the second limb would end in February 2022. The Covered Person's submission is not the proper interpretation of Section C.2.² which has been accepted by CAS. See CAS 2014/A/3467 *Olaso de la Rica v. TIU* 30 September 2014.

64. The Covered Person's submissions also focused on Article 6.1 of the European Convention on Human Rights. This submission is based on a theoretical construct and is neither accepted as legally binding nor sufficiently compelling to not be guided by the CAS-endorsed interpretation of Section C.2. of the TACP.
65. Based upon all of the foregoing the AHO concludes that the ITIA's action is, therefore, not time-barred and admissible under Section C.2.

(ii) Merits

66. At the outset there are two matters requiring comment before proceeding to deal with the specific allegations.

a.) *Imbalance of Defenses*

67. The counsel for the Covered Person raised an issue of the imbalance of defenses. This principle refers to the right to a defense by a person accused of wrongdoing. Following the filing of the ITIA Brief in December, the counsel for the Player sought and received a considerable extension of time for the filing of an Answering Brief. The parties explicitly agreed to the PO orders issued by the AHO which established an agenda for the procedure leading up to and at the Hearing. All parties respected and observed the

² Section C.2. of the 2022 TACP uses the identical wording to the same provision in the cited case which was Section J.1 of the 2010 TACP.

revised deadlines and counsel for the Player agreed with the revised timetable. The ITIA did not file a disproportionate number of documents. Rather, the AHO finds that they not only filed all information that supported their case, but also provided other information so the Covered Person's counsel could understand the context of the essential documents. The AHO also finds that the ITIA acted in good faith in providing relevant and contextual documentation to the Covered Person's counsel. There was no attempt to overburden or overwhelm the Player with documentation.

68. The Player also asserts that he was unable to present his views of the matters because he was never interviewed by either the Belgian or French authorities. The ITIA had no control over what the law enforcement authorities decided to do in the conducting of their investigations.
69. The ITIA and the AHO respected the Covered Person's rights throughout the procedure. The AHO thus rejects all of the Player's submissions on the subject of imbalance of defenses.

b.) *Preponderance of Evidence*

70. Section G.3.a. of the 2022 TACP provides that the standard of proof is whether the ITIA has established the commission of the alleged Corruption Offenses by a "*preponderance of evidence*". That standard is met if "*the proposition that the Player engaged in attempted match-fixing is more likely than not be true*". See *Köllerer v. ATP, WTA, ITF & Grand Slam Committee* CAS 2011/A/2490 dated 23 March 2012; *Bracciali v. PTIOs* CAS 2018/A/6048 dated 15 August 2022.
71. Reference should be made to the CAS award 2021/A/8531 *Khali, Mesbahi & Kilani v. ITIA* released in March 2023. At paragraphs 79 to 87 there is a discussion of "Admissibility of Evidence". The CAS Panel (the "Panel") finds Section G.3.c. of the TACP to be in accordance with the law of international arbitration, which generally provides that: "... *the arbitral tribunal is not bound to follow the rules applicable to taking of evidence before the courts of the seat.*" Therefore, the Panel found that the evidence on file, that was obtained from Belgian criminal authorities, was admissible.

It is noted that this case arises from that same Belgian criminal investigation as discussed in this Decision.

72. Further reference should be made to the CAS award, *ibid*, on the subject of “Evaluation of Evidence”. The Panel notes that the CAS Code does not contain any provision as to the assessment of evidence in a CAS proceeding and by implication in an AHO evaluation and Decision. It is noted that the principle of free evaluation of evidence (“*libre appréciation des preuves*”) is applicable in international arbitration in general and in CAS proceedings particularly [authorities omitted]. It was further noted that Section G.3.c. of the TACP is to the same effect when it states “... Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.” Therefore, in the present proceedings the AHO shall freely evaluate the evidence brought forward by the Parties.
73. The Panel continues on to describe what is direct evidence and circumstantial evidence. They state that: “*Direct evidence is evidence that, if believed, directly proves a fact. Circumstantial evidence differs since it requires a trier of fact to draw an inference to connect it with a conclusion of fact.*” Referring to CAS 2019/A/6443 and CAS 2019/A/6593, para 145. Other CAS cases are also discussed.
74. The AHO, in evaluating the evidence in this case, has relied on the foregoing principles. In applying these principles to circumstantial evidence, the AHO has reached various conclusions on the basis of inferences to be drawn from the circumstances. In some instances, the weight of the evidence may enable the drawing of a logical inference or a reasonable inference which is similar to a finding of fact even where there is no direct evidence to support the finding. In other instances, there may also be a logical deduction made from an assessment of the reliability or sufficiency of the evidence which permits the inferred finding that a Corruption Offense has occurred. In all of these instances, the AHO’s conclusion can be considered to meet the test of the preponderance of the evidence as being more likely than not. Finally, there are other instances where the insufficient weight of the evidence, or the unreliability of the evidence, as produced to the AHO, does not allow for a

conclusion of fact based upon inference. In those instances, there can be no finding that the alleged Corruption Offenses occurred.

75. There is no material proof of any payment to the Player. There is also no proof of any direct communication by [REDACTED] or his Accomplices with the Player about the Corruption Offenses in the Notice. For this reason, the application of the foregoing principles in evaluating evidence will apply.
76. The AHO turns now to a review of the evidence in each alleged fixed match.

c.) The Specific Match Allegations Contained in the Notice

77. **Match #1 [REDACTED] March 2017 was a [REDACTED] [REDACTED] [REDACTED] [REDACTED] match in Bahrain.** The Player and his partner, Mr. [REDACTED] (“[REDACTED]” lost the match [REDACTED]. The exact terms of any fix are unknown. The Player made one double fault in the third game of the second set. The allegation is that if all the other matches in the Notice involve [REDACTED] and are fixed then this match must be considered to have been an attempt to fix.
78. The Player’s partner [REDACTED] was interrogated by the French police. He has admitted to fixing twenty to thirty matches starting in 2015 and subsequently on behalf of [REDACTED]. This individual reported to French investigators many players involved in fixing matches including [REDACTED] [REDACTED] [REDACTED]. [REDACTED] never mentions the Player in any of his comments to law enforcement. There is no indication of an amicable relationship between the Player and [REDACTED]. In this match the exact fix is unknown. The Belgian Police Report merely lists this match as suspicious. The investigative and key witness for the ITIA, Ms. Risby, who interviewed the Player, makes no reference to this match in her witness statement.
79. [REDACTED] admitted to the French police that he was involved in fixing this particular match. However, his evidence is inaccurate as to the year of the Bahrain tournament and refers to the opponents as being two foreign [REDACTED] players when the fact is the two players in the match were [REDACTED]. This renders his statement incorrect impacting its reliability.

80. Finally, it is well known to the AHO that it is possible that only one person of a doubles partnership can fix any particular match without the other partner being involved or even knowing about a potential fix. See *PTIO v. Adil Karinov* (paragraphs 87 & 90) a decision of AHO Soublière dated 1 June 2021. Therefore, it is possible that [REDACTED] could have agreed to fix the match, as he has possibly admitted, and never involved the Covered Person.
81. Turning to the on court score and play, the Player opened the first set with his first service and the game went to no add in favour of the opponents. The Player's [REDACTED] service in game [REDACTED] of that set was equally as vigorous as his [REDACTED] service game, in that he [REDACTED] his service at [REDACTED] as opposed to [REDACTED] in the prior service game. When his partner served his only service game of set [REDACTED] he won the [REDACTED] point in the game and [REDACTED] all of the other points of his service. Therefore, from the Player's on court play it is possible to infer that the Player did not know of the fix given the way in which he played in contrast to the service of his partner. Additionally, the Player's double fault in game [REDACTED] of the [REDACTED] set was not at a key point in the game.
82. There is no evidence that implicates the Player from any source and particularly the whistle-blower [REDACTED] does not implicate him. The ITIA in its submissions relies on the overall pattern of the matches in the Notice as being sufficient to have reached the outcome that Match #1 is contrived. The AHO does not agree with that submission.
83. It is found that the evidence supporting the alleged violations of the 2017 TACP in Match #1 is too unreliable to establish that the match was fixed, for the purpose of making an inference that the Player is involved. Further there is no specific fix alleged even if it could be found that there was an attempt, at least as alleged by [REDACTED]. The reliability of any fix is in doubt and is not described. There is no evidence to implicate the Player. Therefore, there is insufficient evidence to deduce an inference that the Player knew or was involved or participated in a totally undescribed fix. Alone, the preponderance of the circumstantial evidence is insufficient to conclude that it is probable or more likely than not that the Player committed any of the alleged breaches in connection with Match #1 referred to in the Notice.

Therefore, all the charges related to this match are not proven and are dismissed.

84. **Match #2 on [REDACTED] September 2017 was [REDACTED] [REDACTED] [REDACTED] match and was the [REDACTED] match in Tunisia.** The Player and his partner [REDACTED] in straight sets [REDACTED]. The ITIA alleges that it can be inferred that the match was set up to be fixed and then cancelled for unknown reasons, but that attempting to contrive an aspect of a match has nevertheless occurred. The precise alleged aspect of the fix is unknown due to the cancellation.
85. The evidence consists mainly of telephone conversations between [REDACTED] and his Accomplices and is circumstantial in nature. A screenshot from the [REDACTED] website featuring this particular match was sent from [REDACTED] to [REDACTED] who was a [REDACTED] Accomplice responsible for placing the bets two hours before the match. It was also sent to a second [REDACTED] Accomplice. Both replied “ok”. An hour and a half later a second message was sent to both stating “cancelled”. That remark suggests there was an agreement in order to cancel the betting. Investigator Risby’s witness statement indicates that she “strongly believes” the standard modus operandi of [REDACTED] was used here. Therefore, she concludes that an attempt was made to fix the match but for reasons unknown it was not executed. To the AHO, a belief, however firmly held, is not evidence of a fix, nor does it make the Player a potential fixer of Match #2. At best such belief suggests an agreement may have been made. Said agreement was not necessarily tied to the Player and his partner. Indeed it is equally possible from the evidence of [REDACTED] trolling the internet for suitable matches, instructing his Accomplices and later cancelling that whomever was approached refused to participate possibly because it was a quarter-finals match or some other reason. Assuming [REDACTED] attempted to fix this match, there is no evidence that there was any contact with any of the players playing on court, specifically the Player. That is despite the fact that the Player’s doubles partner has been implicated on many other occasions in the Belgian Investigation. In other situations there was direct contact between [REDACTED] and the Player’s doubles partner. It is further noteworthy that Match #2 is not on the list of potentially fixed matches according to the Belgian police.

86. The preponderance of the circumstantial evidence is sufficiently reliable to conclude that there was an arrangement to fix Match #2. However, the preponderance of the evidence is not sufficient to draw an inference that would allow the AHO to conclude that it is probable or more likely than not that the Player knew about the fix and committed any of the alleged breaches in connection with this match. Thus, the AHO finds that all charges related to Match #2 are not proven and are dismissed.
87. **Match #3 on [REDACTED] November 2017 was a [REDACTED] at a [REDACTED] tournament in Kuwait.** The Player and his partner, Mr. [REDACTED] (“[REDACTED] [REDACTED] the match in straight sets [REDACTED]. The ITIA alleges that the match was fixed in the [REDACTED] game of the [REDACTED] set which was the Player’s [REDACTED] service in that game and he double faulted once. The fix was alleged to be that the opponents would win game three of the first set, which they did. The Player served overall a total of [REDACTED] double faults and the opponents served [REDACTED] double faults. The allegation is that it is implied from all of the evidence that the Player had knowledge of and agreed to participate in this fix.
88. As a result of the Belgian Investigation, screenshots were found on the phone of [REDACTED]. The shots showed the match odds for Match #3. On the day of that match, there is one WhatsApp message “tele”³ from [REDACTED] to the phone of [REDACTED] the Player’s partner, and one missed WhatsApp voice call to the same phone. Also found on the phone of [REDACTED] was one betting slip. It was for the Player’s opponents to win the third game of the first set for a bet of 39 Euros which would pay 175 Euros. All of the foregoing information is part of the established modus operandi of [REDACTED]. [REDACTED] is reported by the Belgian police as cooperating and intermediating for [REDACTED]. [REDACTED] was formally implicated by the Player’s previous partner [REDACTED]. All the above evidence establishes that Match #3 was fixed; the fix was successful; and the bet paid off.
89. There was a focus on his service game double faults overall in Match #3. The Player double faulted only once on the very first serve of game [REDACTED] which is

³ Telegram is usually referred to by [REDACTED] and Accomplices as “tele”. Used in the context above it is an instruction to revert to “Telegram” a cloud based encrypted app which permits auto delete of messages after a user specified time limit.

the alleged fixed game. An inference regarding on court play might justifiably be drawn from a double fault made at a pivotal point in the scoring of the game, where a double fault is necessary in order to secure the right outcome for the alleged fix. For example, the opponents are to win the game, but the score had them behind 30 to 40 and the double fault is used to force the game to deuce, otherwise the wrong set of partners wins contrary to the fix arrangement. However, in Match #3 the double fault by the Player was his very first service of the game. Such a service is not a pivotal point in the score of the game because it is the very first point. No inference may be drawn from the on court play of the Player that he was involved in the alleged game to have been fixed. Furthermore, the Player had a total of six service games in Match #3. In the course of winning a close contest he double faulted on [REDACTED] other occasions aside from his [REDACTED] double fault in his [REDACTED] service game of the set and match. There were [REDACTED] double faults in his [REDACTED] service of the [REDACTED] set (game [REDACTED]) and [REDACTED] times in the [REDACTED] game of the [REDACTED] set. Despite all of the double faults the Player and his partner [REDACTED] Match #3. Therefore, the on court play of the Player by way of a [REDACTED] double fault on the [REDACTED] point of his [REDACTED] service game in set [REDACTED] does not add any weight to the assessment of his on court play justifying that he was knowledgeable of the fix.

90. For all of the foregoing reasons, the AHO finds that the preponderance of the evidence does establish that the third game of the first set was more likely than not a fixed result given the direct communication between [REDACTED] to the Player's partner who is a known [REDACTED] intermediary. The circumstantial evidence and its implications are insufficient to go further and conclude that solely as a result of the direct contact between [REDACTED] and the Player's partner, it is more likely than not that the alleged fix was either known to or involved the Player. All charges related to the conduct of the Player in Match #3 do not meet the standard of proof required and are dismissed.

91. **Match #4 on [REDACTED] November 2017 was a [REDACTED] [REDACTED] [REDACTED] [REDACTED] match in Kuwait [REDACTED] [REDACTED], [REDACTED] [REDACTED].** The Player and his partner lost both sets [REDACTED]. The ITIA alleges that both men conspired with

█████ to lose both sets deliberately. The Player served █████ double faults and █████ served three.

92. The Player's first double fault was on his █████ service in the █████ game of the █████ set; two aces were served and the game was won contrary to the alleged fix. The Player also double faulted once in the █████ game of the █████ set, but the Player and his partner went on to win the game. In contrast, in the █████ game of the same set his partner serves and at the score █████ he double faults to allow the opponents to move to deuce. Then the no add point goes to the opponents and the game is lost by the Player and his partner. In the █████ game of the █████ set █████ starts his service with two double fault service points in a game where losing would ensure the execution of the alleged fix. █████ and the Player go on to never win a single point in game █████ resulting in the loss of the set. Thus, █████s on court play suggests that it is more likely than not that Match #4 was fixed. What it does not establish on a balance of probabilities is that the Player knew of the fix or was involved in trying to lose the set. Indeed, the Player's on court play suggests the opposite. The Player won █████ service games in which he double faulted. He appears to have been using his best efforts to try to win the sets even if his doubles partner was on board for a fix.

93. The evidence presented reveals a significant amount of interest from █████ based on numerous saved screenshots and one betting slip from the phone of █████ The betting slip is from the Italian bookmaker █████ Ms. Risby⁴ suggested that the photo was sent to █████ from a █████ Accomplice who had been instructed to place the bets. The slip bet on five different matches with all bets made on the 'Match winner' market. The accumulator bet was for 50 Euros with an estimated successful total return of 541.69 Euros. The selection for the winner of Match #4 was the Player's opponents. The Belgian Police Report mentions this match as suspicious. All five matches of the multibet contained a player with direct connections with █████ and each bet selected the winner to be the opposing team. █████ (former partner of the Player) admitted that he had been an intermediary previously for a player, █████ in

⁴ Ms. Risby in her witness statement has substituted Match #5 details for Match #4 reversing the two in her statement. I accepted the evidence but note it's unreliability.

the third bet; communication had also been found between █████ and █████ regarding falsifying tennis matches. The fourth bet had a losing player █████ who had admitted to previously fixing matches for █████ and to fixing the match in the multibet. He stated: “... *I can tell you that we had agreed to lose a set for a thousand or thousand five hundred Euro because it was a Challenger Tournament*”. This evidence establishes that it is more likely than not that Match #4 was fixed for the Player and his partner to lose the match.

94. The issue is whether the Player was involved in this fix for Match #4. The ITIA submits that █████ is a professional bettor and where the bet is successful this means that the Player is implicated by analogy and must be deemed to have fixed the match. What is lacking is sufficient proof of the Player’s involvement, whether direct or indirect.
95. The Player’s on court play cannot be perceived as sufficiently reliable so as to allow the AHO to draw an inference that the Player had knowledge of or participated in the match being fixed. The Player’s double faults occurred once in each set, but in both cases they represent games that he and his partner won when the fix was to lose the overall sets. Whereas the double faults of the Player’s partner were all in games that they lost and were at a strategic deciding point in the outcome of the game.
96. The preponderance of the reliable evidence establishes that the results in Match #4 were more likely than not fixed. However, the on court play in relation to the double faults and the timing of the same does not permit drawing an inference that the Player was involved in the fix. It is likely that the Player’s partner was involved in the fix. There is nothing that implicates the Player which might be used to draw the inference that he was involved or participated in the fix.
97. For all of the above reasons, the AHO finds that there is insufficient evidence to conclude that it is more likely than not that the Player was involved in making or taking part in the agreement to fix the match. Therefore, all of the alleged breaches of the 2017 TACP in Match #4 contained in the Notice are dismissed as not proven.

98. Match #5 occurred [REDACTED] [REDACTED] [REDACTED]. It was [REDACTED] [REDACTED] [REDACTED] tournament against [REDACTED]. The Player [REDACTED] the [REDACTED] set [REDACTED] and then [REDACTED] the match by [REDACTED] the remaining [REDACTED] sets [REDACTED]. The ITIA alleges that the [REDACTED] of the [REDACTED] set was contrived. Of the total of fifteen matches mentioned in the Notice only six are mentioned in the Belgian Police Investigation, of which four of them are [REDACTED] matches. Match #5 is a [REDACTED] match. This match was not on the list of potentially fixed matches. However, the Belgian Police were focused on [REDACTED] and findings concerning tennis players is a secondary enquiry.
99. The ITIA analyst Zoran Preradovic's witness statement contained a timeline showing a suspicious number of screenshots on the phone of [REDACTED] just after the match [REDACTED]. The description of the screenshots is contained in the witness statement of Investigator Risby. One minute after Match #5 commenced there is a screenshot from the betting website [REDACTED] showing the set one score of the match as viewed and saved. There are two further pictures saved on [REDACTED] phone involving set one of Match #5. The ITIA submits that while the screenshots were only inferential, when they are viewed in the context [REDACTED] modus operandi coupled with the suspicious match scoring, the screenshots are sufficient evidence to demonstrate the Player contrived the outcome of Match #5. The AHO finds this evidence in and of itself does not establish that the match was fixed.
100. Investigator Risby states it can be inferred from the fact [REDACTED] was monitoring the first set closely that an outcome had been agreed upon. [REDACTED] did monitor Match #5 and the Player did lose the first set.
101. There is no reference to the Player's on court play. If the inferential evidence was combined with the Player's actual play, the inferences could perhaps be strengthened. In the absence of such information and no comments from the umpire, supervisor, or Sportsbooks, the evidence does not meet the threshold of being sufficiently reliable to find it is more likely than not that the match was fixed, let alone that the Player is responsible for fixing the outcome. All

charges related to the conduct of the Player in Match #5 do not meet the standard of proof required and are dismissed.

102. **Match #6 is early in the new year of 2018 on [REDACTED] January and is a [REDACTED] [REDACTED] in a [REDACTED] tournament in France.** The Player [REDACTED] in straight sets [REDACTED] to a [REDACTED] [REDACTED] player, [REDACTED]. The ITIA allegation is that the [REDACTED] of both sets was the fix. The match was not live streamed and the Belgian Police did not list the match as being suspicious.

103. The ITIA received betting alerts from five Sportsbooks through ESSA (now known as IBIA). All bets were favouring the Player's opponent [REDACTED]. Only one of the five Sportsbooks who reported to IBIA refused bets on four different markets. All of the bookmakers provided detailed betting data on Match #6. In the witness statement of Swarbrick, a Betting Liaison Officer with the ITIA, he developed and filed a summary of the bets with their accompanying markets. That summary is as follows:

- 17 bets (including 13 repeat rejections from [REDACTED] on "[REDACTED] Set Correct Score [REDACTED]");
- 5 bets on "Match Correct Score [REDACTED]";
- 5 bets on "Set Total Games under 8.5 and variations of this";
- 1 bet on "Set 1 Winner [REDACTED]";
- 1 bet on "Match Winner [REDACTED]";
- 1 bet on "Game 1 Winner [REDACTED]";
- 30 Total bets all successful.

Swarbrick concludes from the above summary:

"Based on the profile of the bettors, the timings of the betting and the specific repeated nature of the [REDACTED] score line in my extensive experience it is highly probabl[e] that the result had been predetermined and the betting organised to reflect this scoreline".

104. The following related evidence supports the above opinion. Investigator Risby advises that some of the bettors had links on social media and one of them had bet on another alerted match. One of the bets can be linked to the criminal network [REDACTED] because the bettor's registered email address is linked to payments made to a UK company, Neteller, involving the criminal network of Accomplices of [REDACTED]. Two screenshots from one of the phones of [REDACTED]

showed the betting website “██████████” was accessed prior to the start of Match #6. All of the above syndicate evidence is sufficiently reliable to conclude that based upon the preponderance of the syndicate evidence it is more likely than not that Match #6 was fixed.

105. Many bets were placed on this match by nine bettors, two of whom were known to the ITIA. It was submitted that all of the foregoing evidence provides conclusive proof that Match #6 was fixed. The AHO agrees with that submission. An examination of the on court play of the Player must be undertaken to determine if the Player was involved in or participated in agreeing to the manipulation.
106. The Player served ██████ double faults in the ██████ set and won ██████ game. In the ██████ set he served ██████ double faults and lost ██████ game. The opponent was a higher seeded player and ██████ ██████ ██████ ██████ ██████ ██████ thus suggesting the opponent was likely the better player. The Player appeared to continue to suffer from a prior groin injury during the match.
107. The Tournament Supervisor’s report mentions that three days earlier to Match #6 the Player was injured towards the closing of a ██████ set match. The match the next day was won by the Player. Then there is his play in Match #6.
108. The evidence suggests that he possibly had a lingering impact of the injury of several days prior to Match #6. In the Chair Umpire report it is suggested that the Player seemed to have “a pain in the groin”. Despite this pain he tried to play his best tennis. The Umpire gave the Player a warning of failing to use his best efforts, but was not prepared to issue a violation because in his view the Player had tried to play his best tennis. When warned by the Umpire the Player refused to accept the intervention of a physiotherapist.
109. The Tournament Supervisor in his report indicated that the day prior to Match #6 there was no injury detected, but the Player’s on court behaviour was the subject of a discussion with the Supervisor after that match. The Supervisor’s report also mentions two strangers observing that match, but not apparently doing anything courtside. The Supervisor observed some of the Match #6

games and states that while the Player did not play at a professional tennis level, he played in an acceptable manner and the Chair Umpire only made a “soft warning”. There was a discussion with the Player after the match asking why he had not retired if he was injured. The Player answered that it is not his philosophy to do so. The Player in his cross-examination also stated that he did not deem it necessary to see a physio during the match.

110. The AHO finds that there could possibly be enough evidence to support the inference that the match might have been deliberately manipulated by the Player. Betting alerts in and of themselves do not establish that a match is fixed because of the diverse explanations for the alerts. The alerts require corroborative supporting evidence. However, the inference does not reach the standard of the preponderance of evidence because there is the possibility of lingering injury weakening the Player’s on court play. Neither the Chair Umpire nor the Tournament Supervisor were of the view that the match was manipulated. They were on-site and provide the best evidence of the courtside play. The victor was the better player and won the tournament championship. Upon weighing that evidence against all of the circumstantial evidence of the gambling syndicate it cannot be said that the preponderance of the evidence is that it is more likely than not the Player manipulated the result. The Player could have been affected in his court play by previous injury making it possible that he was not deliberately manipulating the match by the way he played and the higher ranked player won. The on-site personnel of the tournament did not express a view that the Player was playing to fix the match. Furthermore, there is a compelling alternative explanation that the inside information of the Player’s earlier injury was used to engage in the betting without approaching the Player. For all of the above reasons, the allegations of the ITIA for Match #6 are not accepted as being proven and are hereby ordered dismissed.

111. **Match #7 on [REDACTED] April 2018 was a match in [REDACTED] [REDACTED] tournament which was the first of two allegations at the same [REDACTED] tournament in Israel.** The Player and his partner [REDACTED]. The only double faults were committed by [REDACTED] [REDACTED]. There were [REDACTED] double faults in the [REDACTED] set amongst all the players with [REDACTED] [REDACTED]

committing both in his service games [REDACTED] and [REDACTED]. The Player's [REDACTED] service game was game [REDACTED] which was won and was the [REDACTED] of the only [REDACTED] games won in the [REDACTED] set. The [REDACTED] set there were also [REDACTED] double faults by [REDACTED] [REDACTED]. No other players double faulted in the [REDACTED] set. The ITIA alleges that the [REDACTED] set of the match was fixed to be [REDACTED]. This match is not on the list of potentially fixed matches as reported by the Belgian Police.

112. Match #7 received interest by [REDACTED] as revealed by three screenshots of the [REDACTED] website saved on one of his phones. One screenshot on [REDACTED] phone had the match card of [REDACTED]. That is the only evidence from the investigation. The ITIA received from Sportradar's account monitored bookmakers indicating an increased level of interest in the Player and his partner losing the first set [REDACTED]. This is the evidence submitted to establish that the match might be fixed.
113. Ms. Risby infers in her testimony that the match follows a similar pattern to earlier other matches in the Notice where the Player loses one set (normally the first set) or the entire match. She also refers to the monitoring of the match odds which suggests [REDACTED] had a financial interest in this match. The problem with her evidence is that no prior matches have been proven to have been corrupted by the Player. The Sportradar Report received by the ITIA on 26 April 2018 concludes "... *there is insufficient staking data available to conclude that this* [meaning contriving an aspect of a match for betting purposes] *occurred*". The bets that generated the alert all came from a single individual which rules out the [REDACTED] accomplice approach to fixing a match with multiple bettors involved.
114. If the match cannot be determined to have been fixed by someone then there is no case to answer in so far as the Player is concerned because there is no proven fixed match event to which the Player might be involved as the manipulator. For these reasons there is insufficient evidence to support any of the allegations against the Player. It is ordered that all charges in respect of Match #7 are to be dismissed.

115. For Matches #8 - #14 counsel for the Player places a construction on the facts that there is a mole within [REDACTED]'s criminal organisation providing leaks to other persons outside said organisation who bet and benefit from the criminal organisation's activities. These submissions are dismissed as being highly improbable and not credible that the Player is being used as bait to deceive his competitors and accomplices in a scheme to uncover a mole. The AHO does not dispute that there could be a mole within the criminal organisation. It would be logical that this is the case given the law enforcement investigation was in its final stages and there were tennis players who admitted a variety of facts and details of the role of the criminal organisation. What is improbable and theoretical is not the existence of the mole, but the technique of singling out the Player and using him as bait to catch the mole. The AHO rejects the submissions of counsel in all matches in which it was raised as a defense. Where the Player's name is mentioned in messaging that the police have uncovered and the AHO has not found the Player to have breached the TACP, those matters are a case not proven and not a case of innocence necessarily.
116. **Match #8 on [REDACTED] April 2018 was [REDACTED] [REDACTED] at [REDACTED] tournament [REDACTED] in Israel.** The Player won the match [REDACTED] [REDACTED] having lost the [REDACTED] set [REDACTED]. The Player double faulted [REDACTED] times in the [REDACTED] set but had done the same thing in the [REDACTED] set which he won. The Belgian Police Report described the match as suspicious. The ITIA alleges that the Player contrived the loss of the [REDACTED] set.
117. The Tournament Supervisor in a report to the ITIA provided his summary of what he received in the Chair Umpire's report. Therefore, it is indirectly hearsay. The report summarises that the Chair Umpire had reported that the Player "stopped" playing his game starting with the score at [REDACTED] in the [REDACTED] set. He played "*some short balls and did not try to reach some of his opponents shots*". Also reported was the fact that [REDACTED] [REDACTED] (a [REDACTED] player subject to criminal investigation by the [REDACTED] police, hereafter "[REDACTED]" had just beaten the Player's opponent on the [REDACTED] of April and joined in the spectator stands for the second set of Match #8. He was observed speaking [REDACTED] to the Player. It was not treated as coaching. [REDACTED] was [REDACTED] [REDACTED] of the Player at this tournament and the conversation could

have related to [REDACTED] [REDACTED]. After the loss of the [REDACTED] set the Player won the [REDACTED] set easily at [REDACTED]. The Player's [REDACTED] double fault in game [REDACTED] and [REDACTED] could be considered a pivotal point in the game and set, and considered to be demonstrative of on court behaviour of the Player, suggesting the match was fixed and the Player had an agreement to [REDACTED]. On the other hand, the Player incurred double faults at key game points in the [REDACTED] set while still winning that set and won the [REDACTED] set while incurring [REDACTED] double faults in winning that set and the match. The report records the Chair Umpire stating that the Player "started" playing again in the [REDACTED] set and won the [REDACTED] set easily. This evidence certainly makes the on court behaviour of the Player suspicious of match manipulation. That conclusion is valid even though the Tournament Supervisor observed some of the match and saw nothing untoward while doing so. He relies on the observations of the Chair Umpire in making his report.

118. A photo of a betting slip was found on [REDACTED]'s phone and others at the home of one of [REDACTED] Accomplices. There are a number of suspicious screenshots on [REDACTED] phone. Two shots are the day before Match #8, one is on the morning of Match #8 and two are during set one. The screenshots are described in Investigator Risby's statement. These screenshots were contained in the Belgian police criminal file. They are discussed in the following paragraph.
119. The image on [REDACTED] phone saved just a few minutes before the start of the match shows a bet for 20 Euro on the Player's opponent to win set two market with predicted winnings of 96,80 Euro. The Belgian police analysis is to the effect that the gambling ticket was bought by [REDACTED] [REDACTED] ("[REDACTED] a [REDACTED] Accomplice, on instruction of [REDACTED]. The slip was sent by [REDACTED] to [REDACTED]. The ticket was bought in the Brussels office of Sportsbook "Betcenter". This evidence was uncovered in the [REDACTED] house search by the police.
120. The Belgian Police Report contains an analysis of a bank account belonging to one [REDACTED] [REDACTED] [REDACTED] ("[REDACTED]")⁵. A picture of the debit card of [REDACTED] was on the phone of [REDACTED] an important [REDACTED] Accomplice. The

⁵ The Belgian Gaming Commission had informed the investigators of several gambling accounts in the name of [REDACTED] [REDACTED] [REDACTED]

analysis of the transaction history of the debit card and its linked bank account reveals that there were eleven suspicious money deposits originating from several gambling institutions. The Belgian Gaming Commission informed the Belgian police that on the gambling accounts of [REDACTED] bets were found on matches of two tennis players now banned for life from tennis having admitted to match-fixing. It also appears that bets based on [REDACTED] winning the second set had been placed on Match #8. Those bets generated a profit of 1,997.08 Euro. The Police Report concludes that betting accounts in the name of [REDACTED] were in fact used by [REDACTED] who, based on the information obtained from [REDACTED] placed bets on presumably fixed matches.

121. Corroboration of the Belgian police analysis can be found in the Sportradar Report. They reported that Match #8 was the subject of a Sportradar alert regarding the [REDACTED] set win for the Player's opponent. In their report they advised that the betting observed "*... can only be concluded that it is likely that bettors held prior knowledge of Baptiste Crepatte losing the [REDACTED] set, in which less than [REDACTED] games would be played*". The quote suggests that Sportradar was suspicious that the Player was involved in fixing Match #8. Sportradar concludes that the bettors held prior knowledge of Baptiste Crepatte losing the [REDACTED] set. Swarbrick is of a similar view by his expert analysis of the betting for the match. The identified bettors are in contact with [REDACTED] and with [REDACTED] Accomplices.
122. Further corroboration of what was going on was provided to the ITIA recently by way of more detailed information from one of the bookmakers with suspicious bets⁶. They provided specific bets and bettor details. The name and email address used to create the betting account can be linked to the criminal network of [REDACTED] in several ways either by money transfers to tennis players or via payments through Neteller.
123. The Player on cross-examination concerning Match #8 states that he found out about all the above information through reading the ITIA Brief and it was not within his knowledge prior to doing so. He stated "*... I have no idea about that, and tennis is not maths, there are humans playing*". His response to the

⁶ The data is from Bitscasino/coingaming (sportsbet.io) operating under the Yolo group.

questions on the Chair Umpire regarding his play in the [REDACTED] set of Match #8 was: *“That’s his opinion”*. When referring to the reported conversation courtside during a change over and the fact that [REDACTED] is banned for life from tennis the Player said: *“I had found that out in the investigation, yes”*. He denied that he had agreed in advance to lose the [REDACTED] set because he had been instructed to do so by [REDACTED]. He also denied that he had been paid by [REDACTED] or [REDACTED] Accomplices to lose the second set of Match #8.

124. The AHO finds based on all of the foregoing circumstantial evidence that it is more likely than not that the Match #8 outcome of the second set was contrived. The AHO further finds in weighing all of the evidence that it is more likely than not that the Player was involved in the fix of that set.
125. The requirements of the language in Section D.1.d. of the 2018 TACP are fulfilled and a breach occurred. There was a facilitation by the Player to facilitate a person to wager on an aspect of an Event in breach of Section D.1.b. of the 2018 TACP. The breach of the foregoing two provisions means that there was by logical deduction an inference of a corrupt approach to the Player to provide a benefit to him to influence an aspect of an Event. There is no evidence that fulfills the language of Section D.2.a.i. that the Player has *“... report[ed] such incident to the TIU as soon as possible”*. On the facts this obligation to report is unfulfilled. Therefore, there is also a breach of Section D.2.a.i. of the 2018 TACP. Therefore, for the reasons set out the AHO finds that the alleged breaches of Sections D.1.d., D.1.b. and D.2.a.i. alleged in the Notice are proven.
126. The language of Section D.1.f. of the 2018 TACP requires that the Player accepted or solicited a *“... money, benefit or Consideration ...”* with the intention of influencing his best efforts in an Event. There is a logical inference that if the Player fixed the match then a benefit could result. However, the interpretation of the language requires that there be some tangible benefit because money and benefit are not defined and Consideration includes value other than money. There is no evidence of communication with the Player or of payment to him. There is evidence that French nationals are paid in cash which would be a tangible benefit. However the evidence submitted by the ITIA about monetary payments does not connect to the

Player but does weaken the inference of a cash payment. The evidence is too unreliable and lacking in connection to the Player to permit the AHO to draw a reasonable inference that the Player received a cash payment because of being a French national. Therefore, the weight of the evidence does not permit the logical deduction of a reasonable inference of receipt of a benefit. For these reasons the AHO does not find that the alleged breach of Section D.1.f. has occurred. The allegation of breach of the Section in the Notice is not proven and is dismissed.

127. **Overview of Matches #9 through #14 must be reviewed together before examining the individual matches.** Matches #9 & #10 took place at an [REDACTED] tournament in Sweden on [REDACTED] May [REDACTED]. Match #11 and Matches 12-14 all took place at an [REDACTED] [REDACTED] days later on [REDACTED] May 2018 and [REDACTED] days following up to Match #14 on [REDACTED] May. All matches were in Sweden. The evidence in these matches inform one another.
128. Matches #10 to #14 occurred in [REDACTED] days and in every match, [REDACTED] had bets placed or attempted to be in place. [REDACTED] benefitted from all bets where matches were completed. These results were not mere predictions because the probability of being one hundred percent accurate are extremely low and would be a remarkable feat. The AHO concludes he got all the suspicious matches correct by pre-arranged manipulation.
129. In all of these six matches there is no communication by [REDACTED] or [REDACTED] to the Player. This is explained by admissions from tennis players to law authorities stating that [REDACTED] distributed SIM cards to tennis players so they could communicate with him and his Accomplices. The other reason for the absence of communication evidence is caused by the use of the Telegram App which self deletes the messages recorded on the phone. The absence of payment records is a result of the fact that French and other European players were paid in cash so there is no record to trace. These features make it very difficult to prove some of the allegations based on the preponderance of the evidence. Even though [REDACTED]'s pattern of behaviour may be similar in all cases that only leads to an inference that the particular match was fixed. The pattern of itself does not establish that the Player made the arrangements. Some further

circumstantial evidence is required from which to draw an inference from the overall evidence that the Player was involved.

130. **Match #9 on [REDACTED] May 2018 was the first of 3 matches that took place in an [REDACTED] tournament in Sweden. This match was [REDACTED] match.** The [REDACTED] set was won by the Player [REDACTED] after which his opponent retired during the [REDACTED] set. The ITIA alleges that there was an attempt to fix the match which was overtaken by the withdrawal of the opponent. This match is not on the Belgian Police list of suspicious matches.
131. The evidence begins the day before Match #9 in a message exchanged between [REDACTED] and [REDACTED] a former doubles partner of the Player has met with [REDACTED] and arranged matches on his behalf thus enabling an inference to be drawn that he was possibly acting as an intermediary. These direct communications are found in the Belgian Investigation and were accessible to investigators because they were communicated through WhatsApp instead of Telegram. [REDACTED] tells [REDACTED] that “*T is not working today*”, which refers to Telegram. The specific message that alerted the ITIA was sent the day before Match #9 and reads: “*You can tell me for Crep ... he plays tomorrow morning*”. Investigator Risby believes that this conversation is specifically referring to the Player because no other professional tennis players use that surname. Investigator Risby believes that this conversation implies that [REDACTED] is awaiting an offer to fix this match which would then be relayed to the Player. When the contents of this particular conversation were put to the Player during his cross-examination, he stated he had “no idea” what the relationship was between [REDACTED] and [REDACTED]. He further states that he is only aware of the foregoing information from reading the dossier.
132. A logical inference to draw from the communications between [REDACTED] [REDACTED] and [REDACTED] is that [REDACTED] is acting as the intermediary between [REDACTED] and the Player. In so doing, [REDACTED] is seeking an offer from [REDACTED] which he may relay to the Player before Match #9 takes place the next day. There would seem to be no reason to make this statement if the intermediary is not confident that the Player would participate in a fix. I find that it is a reasonable inference from all of the evidence to conclude that it is more likely than not that the Player was available to receive a message about fixing Match #9 from his former

doubles partner [REDACTED]. However, what is not known are the specifics of the fix or if the Player agreed to it or knew of it. The lack of such evidence means that there can be no reasonable inference drawn that Crepatte attempted to contrive the outcome or any other aspect of Match #9 that was created and sent to [REDACTED].

133. The messages on WhatsApp explain a couple of factors present throughout the evidence in the various matches. First there is no evidence of payments to tennis players in Europe because they are paid in cash. Typically, the French players are paid at the [REDACTED] in Paris or other convenient places. Only players not in Europe received payments by various means such as Western Union, etc. The WhatsApp conversation also explains why no direct conversations have been found between the Player and [REDACTED]. Where possible, the Telegram App is used by [REDACTED] which self-deletes the messages. Further, [REDACTED] would distribute SIM cards which players used to communicate. These two features suggest that there is relatively few conversations that can be identified and transcribed.
134. On 20 May 2018, the messages between [REDACTED] and [REDACTED] continue with reference to meeting up in Paris. On 31 May 2018, they discuss fixing matches for other tennis players. On the same day, there is a conversation about a snitch and [REDACTED] speculates that it could be the Player, but [REDACTED] does not express a view about that speculation. It should be noted that the Belgian Investigation was wrapping up and [REDACTED] was arrested the following month in June 2018. The police investigators would have been obtaining information and admissions from tennis players but none of that was part of the behaviour of the Player.
135. The Player's counsel has a theory related to the use of his name. They claim his name is used in the captured conversations as a disguise and without the Player's knowledge. In their theory, the Player was bait to mislead a mole who is passing information about [REDACTED] operations on to others. This "mole theory" was constructed by the Player's counsel and not established in evidence but asserted as an explanation for the references to the Player's name in the conversation of the messages.

136. The weight of the evidence is insufficient to draw the reasonable inference from all of the circumstances to conclude that it is more likely than not that Match #9 was fixed. In any event, any attempted fix was frustrated by the retirement of the Player's opponent. On these findings there can be no breaches of Sections D.1.d., D.1.b., D.1.f. of the 2018 TACP. Those allegations in the Notice for Match #9 are dismissed.
137. The relationship between [REDACTED] and Crepatte as former partners might permit an inference that [REDACTED] would be incentivized to ask Crepatte if he was willing to fix a match. That inference does not go so far as to infer that Crepatte was prepared to accept a fix. However, it does permit the logical inference with sufficient certainty that it is more likely than not that the Player was prepared to accept an approach from [REDACTED] to fix the Match. Therefore, the obligation to report a corrupt approach found in Section D.2.a.i. of the 2018 TACP is proven and was breached.
138. **Match #10 is the day following Match #9 in the [REDACTED] tournament and is part of the group of 5 Matches in [REDACTED] days in two different tournaments in Sweden. This match was a [REDACTED] match.** The Player and his partner [REDACTED]. The ITIA alleges that the Player contrived the outcome of the match in breach of Section D.1.b., D.1.d. or D.1.f. and additionally D.2.a.i. A screenshot revealed an electronic betting slip of an accumulated bet on four separate tennis matches, including the Player's match (the accumulator bet). The bets called for Match #10 to be a [REDACTED] loss for the Player and his partner. This is the alleged fix relied upon by the ITIA and occurred in actuality.
139. Investigator Risby describes that two betting websites were visited prior to the start of Match #10; one site twice and the other site five times. Two screenshots from [REDACTED] were saved on the phone of [REDACTED]. One screenshot is an electronic betting slip of the accumulator bet on the four separate tennis matches from the [REDACTED] website. Investigator Risby found WhatsApp conversations from [REDACTED] to the three Accomplices which she describes as instructions from [REDACTED] to bet on the accumulator bet. The messages also

illustrate the method of instruction being used by [REDACTED] in its abbreviated contents.

140. The evidence consists of photo and message exchanges between [REDACTED] and his Accomplices. There are instructions from [REDACTED] to his Accomplices, [REDACTED] [REDACTED] and [REDACTED] (unidentified) to fix these bets on a combination of four matches. The Player is involved in only one of the four matches and the first of the matches involve [REDACTED]
141. [REDACTED] [REDACTED] and his doubles partner are playing in the first of the four matches making up the accumulator bet. On the day of the match, [REDACTED] messages [REDACTED] as follows: “win [REDACTED] [REDACTED]” who are [REDACTED] and his partner’s doubles opponents. [REDACTED] goes on to explain to [REDACTED] that “*If I write this way that means it is already arranged.*” Later in the message sequence, he goes on to send another instruction about the second match of the accumulator bet, which is the Player’s match.
142. The message about Match #10 is sent in the agreed format as “win [REDACTED] [REDACTED]”. The persons mentioned are the opponents of the Player and his partner in Match #10. The Belgian Investigation described the match as suspicious. Opposing counsel suggest that since [REDACTED] and [REDACTED] had been working together for several years, there was no need to instruct him. However, the AHO read the material as prescribing how to determine what the bet is to be, which changes constantly, and is not a learning instruction to the Accomplice.
143. On the preponderance of the evidence it is concluded that the reasonable inference that can be drawn is that the fix was arranged whereby the Player and his partner were to lose Match #10 by the score they in fact did lose by. Therefore, it is more likely than not that Match #10 was fixed.
144. In the witness statement of Investigator Risby, she highlights evidence that the bets were placed according to the instructions of [REDACTED] because there were proof of bets placed on instructed games scores provided back to [REDACTED]. One Accomplice, [REDACTED] sent two photos of different paper bet slips to [REDACTED]. There are also communications found between [REDACTED] and [REDACTED] discussing the placing

of bets on these four matches and [REDACTED] later sending photos of a Dutch self-serve betting terminal with the results of a 10 Euro accumulator bet. Further, there was an exchange of communications between [REDACTED] and [REDACTED] that Investigator Risby believes might be confirmation of amounts owed for fixes or bet winnings.

145. On the preponderance of the evidence, there is sufficient evidence to conclude that it is more likely than not that Match #10 was fixed. The AHO must then determine who agreed to carry out the fix.
146. In that regard, the score card of on court play is of no assistance to implicate the Player. The AHO must conclude there is insufficient evidence and no direct linking evidence that would make it more likely than not that the arrangement was by the Player. It is not proof of fact or a reasonable inference to say that implications or analytical beliefs are sufficient to lead to a conclusion that it is more likely than not that the Player participated in the fix arrangement. For all of the foregoing reasons I find that the allegations against the Player are not proven. The charges relating to Match #10 are dismissed.
147. **Match #11 is the first match of 3 taking place on [REDACTED] days in the [REDACTED] tournament in Sweden starting on [REDACTED] May 2018. The match was a [REDACTED] contest.** The Player and his partner [REDACTED]. This match did not take place according to the alleged instructions of [REDACTED]. The bets were part of a three match accumulator bet. Due to an issue of the bets not being placed in time in this match or that [REDACTED] could not find a bookmaker, the combination was cancelled before the match [REDACTED]. The allegation of the ITIA is that there was a plan for the Player and his partner to lose and thus an attempt to fix the match. The Belgian Police Report does describe this match as suspicious.
148. According to the messages from the Belgian Investigation information, this match was to have been won by the Player's opponents. Instead, the Player and his partner won contrary to the betting instructions.
149. The evidence in Match #11 has to establish that there was an attempt to fix because the result did not conform with the alleged bet instructions and no

bets were placed on the match. Does the evidence establish that there is an attempt to contrive the match? Furthermore, there is no fix so there is no payment, therefore Section D.1.f. cannot be applied and is dismissed.

150. The evidence does establish that there was an attempt by [REDACTED] and [REDACTED] Accomplices to arrange a fix of Match #11. However, [REDACTED] was unsuccessful in finding a betting platform to place an accumulator bet. In order to establish that the Player is also part of that failed attempt for a fix in these circumstances there must be a link to the person who is alleged to be attempting to fix. There is no link to such a person or to the Player from the evidence produced. Therefore, the evidence provided does not, by reasonable inference, establish an attempt to contrive the match. Further, there is no fix and as a result no payment. Therefore, Section D.1.f. cannot be applied. All of the allegations in relation to Match #11 are dismissed.
151. **Match #12 was on [REDACTED] May 2018, [REDACTED] after Match #11. It was a [REDACTED] [REDACTED] tournament in Sweden.** The Player won the [REDACTED] set [REDACTED] after which his opponent retired before starting the [REDACTED] set. The ITIA allegation is that the Player would lose the [REDACTED] set [REDACTED] if he had won the [REDACTED] set, but if he loses the [REDACTED] set, the fix is cancelled. The Belgian Police Report lists this match as suspicious.
152. Match #12 was the subject of photo exchanges and messages between [REDACTED] and his Accomplices. The evening before the match, [REDACTED] visited the [REDACTED] website twice and sent screenshots of the [REDACTED] website showing the match details and the “who will win” odds of the match to one of his Accomplices with the wording “*be ready for this one*”. The same screenshot was sent to another Accomplice. The following day, before and during Match #12 [REDACTED] messages his Accomplices “*Crepatte will lose the [REDACTED] set. [REDACTED] if he wins the [REDACTED] set, if he loses then it is cancelled.*” This messaging is again with the same Accomplices. During the match [REDACTED] indicates that if the Player is ahead in the first set then the Accomplices may start to bet on the [REDACTED] set which they in fact did do. When questioned about this messaging and the use of his name in cross-examination, the Player denies all scenarios. He also denies any knowledge that his name was being used by [REDACTED] This latter response is not incredulous.

153. The match was halted at the end of the [REDACTED] set when the opponent retired due to injury. This appeared to frustrate the [REDACTED] Accomplices. In the discourse between [REDACTED] and Accomplices, there is the incriminating comment that the opponent is “*not our guy. The opponent*”. The messages go on to refer to refunding the bets placed by the [REDACTED] Accomplices because of the withdrawal of the opponent and referring to the practise in the industry. It is submitted that the inference to be drawn from the messages after the match was halted is that the Player is working with [REDACTED] particularly given the foregoing denials and the use of his name in the earlier discussions. An inference can be made that there must have been an agreement with the Player to fix Match #12. The Player’s counsel makes much of the fact the Player was never interviewed by either the Belgian or the French authorities. However, he may not have been given the opportunity to be interviewed by either the Belgian or French authorities, but he was given the opportunity in cross-examination and had little to offer in the responses to the questions. The submission is immaterial to the inference being drawn.
154. There is an absence of information from Sportsbooks or betting alerts and no reports of the Umpire or Tournament Supervisor. Therefore, the allegation is based on the messages and the inference drawn from the language used. The AHO finds when putting the reliable quality of the evidence together and weighing it that a reasonable inference can be drawn from [REDACTED] precise instructions and direction to start betting on a loss of the second set when the Player is winning the first set, that there was an agreement to fix the result in Match #12. That reasonable inference results in the further logical deduction that the fix must have been with Player’s accord.
155. For all of the foregoing reasons and evidence, not just in this match but because of the pattern of carrying out arrangements for a fix by [REDACTED] and his Accomplices, being similar to the past pattern in previous matches, the AHO finds that the preponderance of the evidence does lead to the conclusion that the ITIA has established the fix. The fix is established even if it could not be carried out because of the retirement of the opponent. Therefore, the language of Sections D.1.d. and D.1.b. of the 2018 TACP are fulfilled and a breach of these Sections occurred. The breach of the foregoing two provisions means it

can be logically deduced that there is a reasonable inference of a corrupt approach by the Player to provide a benefit to him to influence an aspect of an Event. As with Match #8, there is no evidence of a report to the TIU. As a result, the AHO finds that Section D.2.a.i. is breached. For the reasons set out above, the AHO finds that the alleged breaches of Sections D.1.d., D.1.b. and D.2.a.i. of the 2018 TACP alleged in the Notice are proven.

156. However, in respect of Section D.1.f., and as was found in Match #8 above, there is no evidence of a solicitation or acceptance of money or other tangible benefit. Therefore, the alleged breach of that Section in the Notice is not proven and is dismissed.

157. **Match #13 was the [REDACTED] day at the [REDACTED] tournament in Sweden on [REDACTED] May 2018 involving a [REDACTED] match.** The Player and his partner [REDACTED] the [REDACTED] set and [REDACTED] the next [REDACTED] sets to win Match #13 with results [REDACTED]. The ITIA alleges that the loss of the Player and his partner's [REDACTED] set was fixed along with the loss of the [REDACTED] game of that same [REDACTED] set. The Belgian Police Report mentions this match as being suspicious.

158. Match #13 was the subject of an alert to the ITIA by the ESSA. The alert was received eighteen days after the match on [REDACTED] June 2018. The request by the ITIA resulted in a response by one bookmaker who ultimately ceased taking bets. The alert stated:

"We only traded the match live. After little to no interest in the event, Crepatte and [REDACTED] were broken in the [REDACTED] Game of the [REDACTED] set (They had been broken in the [REDACTED] game but nothing was staked). 3 existing Italian accounts took their max bets on [REDACTED] to win from 13/10 down to 4/9. The game was then suspended".

In his statement, the Betting Liaison Expert witness, Mark Swarbrick indicates it was his opinion that there is a potential integrity issue with the game in question because it is unusual to have three bettors coming from the

same country, betting their maximum stake in such a low-key game. It was his opinion that the bettors were in contact with [REDACTED] or his Accomplices.

159. In the witness statement of Investigator Risby, she combined the betting data of the bookmaker with an analysis of the Belgian Police Investigation showing money transfers from and to one of the bettors to conclude at least one bettor was acting on instructions from [REDACTED] in order to bet on fixed matches. This analysis suggests that there was suspicious betting linked to the criminal network of [REDACTED]
160. From the Belgian Police Investigation, Investigator Risby also recovered information that established suspicious acts and conversations of [REDACTED] and his criminal network. [REDACTED] engaged in his usual modus operandi by visiting the [REDACTED] website to assess the odds comparisons the morning of the match. He also sent screenshots from the [REDACTED] website to an Accomplice with instruction that the opponents of the Player and his partner will win the [REDACTED] set at [REDACTED], and that the opponents would win game [REDACTED] of the [REDACTED] set, which both did occur. The inference to be drawn from the analysis is that the bets had been placed in consultation with the Player or his partner.
161. The AHO finds all of the foregoing evidence establishes that in Match #13 the bettors had links to [REDACTED] and the match had been contrived. The issue for the AHO to determine is whether the Player had knowledge of or participated in the agreement to fix the match.
162. In examining the on court play, the only game won in the [REDACTED] set was on the service of the Player. He did not double fault in that set on his service but did serve the [REDACTED] game to lose the set [REDACTED]. It was the Player's partner that served the [REDACTED] game of the [REDACTED] set and he did double fault, but it was not pivotal. However, in his two service games in game [REDACTED] and [REDACTED] the Player's partner's on court play is suspicious. He lost every serve in the [REDACTED] game all on his [REDACTED] service. In the [REDACTED] game he won the first point on his [REDACTED] service of that game. He went on to lose the [REDACTED] point on a double fault and proceeded in all of his remaining services to lose the game. In the [REDACTED] set he only won one serve on his service. The on court play does assist in drawing an inference that the Player's partner may have been knowledgeable of the

fix. From the betting alerts and all of the circumstantial evidence an inference can be drawn that the match was fixed. But that evidence is not sufficient to establish that the agreement to lose the fifth game of the first set was entered into by the Player. Therefore, all of the charges in the Notice for Match #13 are dismissed.

163. **Match #14 was a [REDACTED] [REDACTED] on [REDACTED] May 2018 in Sweden.** The Player and his partner lost the match [REDACTED]. One of the opposing doubles players also played in Match #10 and the Player's partner in both Match #10 and this match, along with several others, was [REDACTED]. The ITIA alleges that the match was fixed for the Player and his partner to lose the [REDACTED] set as actually played out at [REDACTED]. The Belgian Police Report mentions this Match as suspicious.
164. Match #14 was the subject of photo and message exchanges between [REDACTED] and his Accomplices. These exchanges were consistent with his modus operandi in that the [REDACTED] website was accessed looking for match odds and the [REDACTED] screen shots of Match #14 were accessed consistent with his prior pattern of behaviours. The messages imply that [REDACTED] was in contact with at least one of the tennis players from the losing team. In that regard the Belgian investigators considered the Player's partner not suspicious, while reporting that the Player was considered suspicious although he was never interviewed by the investigators.
165. After following his usual modus operandi [REDACTED] sent a screenshot of [REDACTED] to one of his Accomplices who replied "ok". Then [REDACTED] sent the same screenshot to another Accomplice with the instruction added "[REDACTED] set: Win [REDACTED] 6/2". A reply was returned stating the bets were placed.
166. A screenshot of a WhatsApp conversation sent to [REDACTED] by two of his Accomplices was produced, as was information about two unsuccessful bets and later, one successful bet. In that information exchange there is the following message "350 win Crepatte, only SNAI paid, that's it."

167. Based on the preponderance of the evidence surrounding Match #14 and the prior behaviours of [REDACTED] the AHO finds it more likely than not that the evidence can be used to draw the inference that Match #14 was fixed. Although the evidence is reliable, it does not go so far as to enable the inference to be drawn that the Player was involved or participated in the fix. [REDACTED] was in contact with one of the two losing players, but it cannot be determined to the required level that it was the Player. For these reasons, the charges contained in the Notice for Match #14 are dismissed.
168. **Match #15 on [REDACTED] January 2020 was a [REDACTED] match at [REDACTED] tournament in Manacor.** The Player lost the match [REDACTED]. The ITIA alleges that the Player deliberately played below his usual standard of tennis in losing [REDACTED] sets of the match. This match is post the investigation period of the Belgian Police and is after the arrest of [REDACTED] in June 2018. The allegation of the ITIA is based upon the tournament officials reports and the alerts provided to the ITIA.
169. The Tournament Supervisor states: *“I am pretty sure that Baptiste did not want to win the match, but he has lost in a ‘clever’ way.”* The Chair Umpire expressed the same feelings that the Player did not want to win the match.
170. Separate from the quality of Player’s tennis as noted by the above evidence, his on court play consisted of [REDACTED] double faults over the course of the match. This suggests that he deliberately underperformed to be certain the match would be lost because of an agreement with an unknown person which might be [REDACTED] or his Accomplices if they were still trying to fix tennis matches.
171. In cross-examination, the Player was asked if he remembered this match being of more recent vintage. The Player answered that he did remember it vaguely, just like the other ones. When asked about agreeing to fix the match, the Player denied it.
172. This match occurs after the Belgian Investigation was completed and the reports referred to elsewhere in this Decision do not cover this time frame. There is no indication as to who might be soliciting the Player to fix the match. There is no evidence that the criminal organisation continued to operate

despite the arrest of [REDACTED]. The evidence presented is completely unsupported by betting alerts or any indicia of a possible fix by communications with the Player. The only significant evidence is the courtside observation of the Umpire and Tournament Supervisor who expressed an opinion on the quality of the play by the Player. That is the only evidence of a possible fix of Match #15. Therefore, the AHO finds that based upon the preponderance of the evidence it is insufficient to conclude that it is more likely than not that the match is fixed. Without the finding of a fixed match there can be no support for the allegations contained in the Notice. For all of the foregoing reasons the alleged breaches of the 2020 TACP contained in the Notice are not established and must be dismissed.

(iii) Sanctions

173. The submission of the ITIA on sanctions was based upon there being findings of match manipulation by the Player in 15 different matches. If all the matches were fixed then in the ITIA submission that would amount to 60 breaches of the applicable TACPs. I have found only three matches that were proven to have been fixed and the Player was involved. I found that in Match #8 and Match #12 there was proof of three breaches of the 2018 TACP in each match. Match #9 was found to have a single breach of the 2018 TACP.
174. In using the sentencing Guidelines for the 2022 TACP the first step is to determine the offense category. In order to do so there must be an assessment of Culpability and the Impact on the sport of the misconduct.
 - (i) Step 1
175. There is some planning and acting with others which must have occurred given the findings. The AHO has found several offenses during 2018. However, there is no evidence that the Player led others to commit offenses. The Player committed Major TACP Offenses and the match-fixing that occurred in this case would have a material impact on the reputation and/or integrity of the sport of tennis as it is linked to an organised criminal gang involved with 181 tennis players around the world. There is no evidence that the Player received a relatively high value of illicit gain as there is no evidence of a solicitation or acceptance of money or other tangible benefit to the Player.

Therefore, the appropriate Culpability category is Medium “B” and the appropriate Impact category is Category “2”.

(ii) Step 2

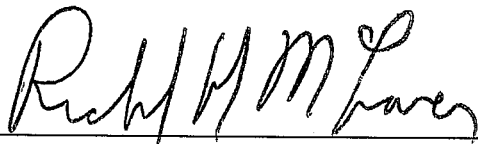
176. With the Culpability being at Medium and Impact being at Category 2 the corresponding starting point to reach a sanction is a three year suspension within the Category range of six months to five years.
177. Sections D.1.d. and D.1.b. are breached on two occasions and the failure to report a corrupt approach found in Section D.2.a.i. is also breached on each of those occasions and once more on a stand alone basis. Section D.2.a.i. is really an included offense arising out of the fact that the Player committed a breach of Section D.1.d. and D.1.b. Therefore, the failure to report, while an important obligation under the TACP, ought not to be considered to increase or decrease the appropriate sanction of Sections D.1.d. or D.1.b. when it arises out of breaches of those two Sections.
178. In all of the circumstances of the case the AHO determines that the appropriate sanction is a three year suspension under Section H.1.a.(ii) of the 2018 TACP “*Participation in any Sanctioned Events*”.
179. The AHO finds that the Covered Person has not offered Substantial Assistance to the ITIA; nor has he admitted to any of the alleged Corruption Offenses. In the pleadings of the counsels for the Player there is no other factors to warrant a reduction or increase in the sanction. Therefore, there is no reason to apply any adjustment to the sanction of three years.
180. The ITIA submitted that an appropriate fine was \$75,000 USD. There are no submissions supporting that figure and it is based on a scenario of many more breaches of the TACP than the AHO has found to have occurred. The Sanctioning Guidelines suggest for 5-10 Major Offenses the fine scale ought to be \$25,001 to \$50,000 USD. The AHO finds that when there is absolutely no evidence of payments to the Player by the corruptors there is no justification for such a severe fine. I set the fine at \$15,000 USD.

181. Based on all of the foregoing the following Orders are made.

(iv) **Orders**

- (i) Baptiste Crepatte is a Player as defined in Section B.27. and as such a Covered Person as defined in Section B.10. of the TACP.
- (ii) The Covered Person is found to have committed Corruption Offenses under Sections D.1.d., D.1.b. and D.2.a.i. of the 2018 TACP. For these breaches of the 2018 TACP the Covered Person is declared ineligible from Participation in any Sanctioned Event for a period of three years in accordance with Section H.1.a.(ii).
- (iii) The above ordered suspension shall commence on and is effective from the day after this Decision as prescribed in Section F.6.h.(ii) of the 2022 TACP. The period begins on the 20th of April 2023 and ends on the 19th of April 2026.
- (iv) This Decision shall be publicly reported in full as prescribed in Section G.4.e. of the 2022 TACP.
- (v) Under Section H.1.a.(i) a fine of \$15,000 USD under a payment plan to be agreed is imposed.
- (vi) The Decision herein is a final determination of the matter subject to a right of appeal to the Court of Arbitration for Sport (CAS) under Section I.1. with a deadline under Section I.4. of 20 Business Days from the date of receipt of the Decision by the appealing party.
- (vii) Under Section I.2. of the 2022 TACP the suspension ordered herein shall remain in effect while under appeal unless CAS orders otherwise.

DATED at LONDON, ONTARIO, CANADA THIS 19th DAY of APRIL, 2023.



Professor Richard H. McLaren, O.C., C,Arb.

Chief AHO