

IN THE MATTER OF PROCEEDINGS UNDER
THE TENNIS ANTI-CORRUPTION PROGRAM
BEFORE AHO CHARLES HOLLANDER QC

PROFESSIONAL TENNIS INTEGRITY OFFICERS

-and-

SOFIA DMITRIEVA

DECISION

1. This matter is concerned with a series of allegations of match-fixing and a further charge of failing to cooperate with an investigation and evidence tampering.
2. A Notice of Charge was sent out to Ms Dmitrieva on 29 June 2020. It stated:

“The charges against you arise out of your conduct at tournaments in 2018 and 2019, in which it is alleged that you fixed aspects of matches in which you played, either on your own or with another player. The matches are as follows:

1. [REDACTED] tournament [REDACTED] November 2018, Sofia Dmitrieva & [REDACTED] v [REDACTED] [REDACTED] & [REDACTED] Dmitrieva lost [REDACTED]
2. [REDACTED] tournament [REDACTED] November, [REDACTED] December 2018, Sofia Dmitrieva v [REDACTED] [REDACTED] Dmitrieva won [REDACTED]
3. [REDACTED] tournament [REDACTED] August 2019, Sofia Dmitrieva & [REDACTED] v [REDACTED] [REDACTED] & [REDACTED] Dmitrieva/ [REDACTED] won [REDACTED]
4. [REDACTED] tournament [REDACTED] August 2019, Sofia Dmitrieva & [REDACTED] v [REDACTED] [REDACTED] & [REDACTED] Dmitrieva/ [REDACTED] won [REDACTED]
5. [REDACTED] tournament [REDACTED] November 2019, Sofia Dmitrieva v [REDACTED] [REDACTED] Dmitrieva lost [REDACTED] and [REDACTED]
6. [REDACTED] tournament [REDACTED] December 2019, Sofia Dmitrieva v [REDACTED] [REDACTED] Dmitrieva lost [REDACTED]

As a result of alerts from the betting industry on matches in which you played, you were interviewed by the TIU on 14 March 2019. At the interview you were provided with a Demand (pursuant to Section F.2.d the TACP) to provide your mobile phone so that it could be downloaded for analysis by the TIU. In response, you stated that your phone was charging in a car; however, whilst heading to the car with the TIU investigator you then produced an iPhone from your kit bag and said you wanted to send a message to your [REDACTED]. Instead, you reset the phone to its factory setting, thereby deleting data from the the TIU on 14 March 2019. At the interview you were provided with a Demand (pursuant to Section F.2.d the TACP) to provide your mobile phone so that it could be downloaded for analysis by the TIU. In response, you stated that your phone was charging in a car; however, whilst heading to the car with the TIU investigator you then produced an iPhone from your kit bag and said you wanted to send a message to your [REDACTED]. Instead, you reset the phone to its factory setting, thereby deleting data from the phone. During the interview, you accepted that you had deleted data from your phone.”

3. The Notice of Charge then read as follows:

First Charges

You are charged with breaching Section D.1.d of the 2018 TACP:

“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.”

In particular, it is alleged that you breached Section D.1.d by contriving aspects of the following matches:

1. [REDACTED] tournament, [REDACTED] November 2018, Sofia Dmitrieva & [REDACTED] v [REDACTED] & [REDACTED] you contrived to lose (i) game [REDACTED] in set [REDACTED] (ii) game [REDACTED] in set [REDACTED] (iii) specific points within those games;
2. [REDACTED] tournament, [REDACTED] November 2018, Sofia Dmitrieva v [REDACTED] you contrived to lose (i) game [REDACTED] set [REDACTED] (ii) game [REDACTED] set [REDACTED]

You are charged with breaching Section D.1.d of the 2019 TACP:

“No Covered Person shall, directly or indirectly, contrive, attempt to contrive, agree to contrive, or conspire to contrive the outcome, or any other aspect, of any Event.”

In particular, it is alleged that you breached Section D.1.d by contriving and/or agreeing and/or conspiring to contrive aspects of the following matches:

3. [REDACTED] tournament [REDACTED] August 2019, Sofia Dmitrieva & [REDACTED] v [REDACTED] & [REDACTED] you and [REDACTED] agreed and/or conspired to contrive to lose game [REDACTED], set [REDACTED];
4. [REDACTED] tournament [REDACTED] August 2019, Sofia Dmitrieva & [REDACTED] v [REDACTED] & [REDACTED] you and [REDACTED] agreed and/or conspired to contrive to lose game [REDACTED], set [REDACTED];
5. [REDACTED] tournament [REDACTED] November 2019, Sofia Dmitrieva v [REDACTED] you contrived to lose game [REDACTED] set [REDACTED]
6. [REDACTED] tournament [REDACTED] December 2019, Sofia Dmitrieva v [REDACTED] you contrived to lose game [REDACTED] set [REDACTED]

Second Charge

You are charged with breaching Section F.2.b/D.2.c of the 2019 TACP:

“All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested. After a Covered Person receives a TIU request for an initial interview or otherwise becomes aware of any TIU investigation involving the Covered Person, the Covered Person shall (i) preserve and not tamper with, damage, disable, destroy or otherwise alter any evidence (including any personal devices described in Section F.2.c.i.) or other information related to any Corruption Offense and (ii) not solicit, facilitate or advise any other person to fail to preserve, tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offense.”

It is alleged that you failed to cooperate with the investigation by tampering with and/or failing to preserve evidence by deleting the contents of your mobile phone on 14 March 2019.”

4. Ms Dmitrieva signed up for an ITF IPIN from 2009 to 2021 and in doing so confirmed her agreement to the terms of the TACP.
5. The 2020 TACP contains the following provision regarding service:

Section F.5: “Each Covered Person shall be determined to be immediately contactable at their current (i) postal address, (ii) personal mobile telephone or (iii) personal email address. A Notice or communication sent to any postal address, email address or mobile telephone number provided by the Covered

Person to a Governing Body or directly to the TIU shall be deemed to have been sent to the Covered Person's current address or mobile telephone number. In each case it is the responsibility of the Covered Person to ensure that the relevant Governing Body has been provided with the necessary up to date contact details. Any Notice or other communication delivered hereunder to a Covered Person shall be deemed to have been received by the Covered Person (i) in the case of a postal address, on the date of delivery to such address in the confirmation of delivery provided by the relevant courier service company or (ii) in the case of a personal mobile telephone or personal email address, at the time the relevant communication was sent."

Section K.6 "the procedural aspects of the proceedings will be governed by the Program applicable at the time the Notice is sent to the Covered Person".

In this case, this is the 2020 TACP.

Service

6. The Notice of Charge was sent to Ms Dmitrieva by email on 29 June 2020. It was sent to the following two email addresses: [REDACTED] and [REDACTED]. Both of these email addresses were provided by Ms Dmitrieva. The first email is entered on the ITF Baseline internal system (and is the email used by her to enter a tournament in [REDACTED] Turkey in February 2020). The second email is recorded in the TIU's records and was used by the Player when she last completed the online Tennis Integrity Protection Program .

7. The TIU made further attempts to contact her to ensure that she had received the Notice of Charge . This included:

- a. an email from a TIU investigator on 12 August 2020 to the two email addresses above. The email explained that a Notice had been sent and asked her to respond within seven days ;
- b. a WhatsApp from the same TIU investigator on 24 August 2020 to a number previously used by Ms Dmitrieva to contact the TIU.

8. No response was received by the TIU to these communications.

9. In these circumstances I am satisfied that I have jurisdiction in relation to this matter, that the Player has been properly served.

Lack of engagement: consequences

10. Pursuant to Section G.1.e the Player is therefore

"deemed to have waived her entitlement to a Hearing; to have admitted that she has committed the Corruption Offense(s) specified in the Notice; to have acceded to the potential sanctions specified in the Notice".

Section G.1.e.iv provides that in such circumstances the AHO shall,

"promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions (after requesting and giving due

consideration to a written submission from the PTIO on the recommended sanction)."

11. The Player is therefore deemed to have admitted the offences.

Sanction

12. I therefore proceed to consider the appropriate sanctions.

13. Section H.1 provides that the range of sanctions that may be imposed on a player for a breach of Section D.1.d of the 2019 TACP is a fine of up to \$250,000 and a period of ineligibility up to a maximum period of permanent ineligibility.

14. The CAS panel in *Savic v PTIOs* (CAS 2011/A/2621, at [8.33]) noted that a sanction *"must not be disproportionate to the offence and must always reflect the extent of the athlete's guilt"*.

15. A sanction should take into account the fact that the sanctions for a breach of the TACP must be sufficient to serve as a deterrent : (CAS Panel in *Kollerer v ATP* (CAS 2011/A/2490)). The CAS Panel in *Kollerer* also noted (at [123]) that,

"the sport of tennis is extremely vulnerable to corruption as a match-fixer only needs to corrupt one player (rather than a full team). It is therefore imperative that, once a Player gets caught, the Governing Bodies send out a clear signal to the entire tennis community that such actions are not tolerated. The Panel agrees that any sanction shorter than a lifetime ban would not have the deterrent effect that is required to make players aware that it is simply not worth the risk."

16. Match-fixing usually involves criminal behaviour and is extremely serious.

17. A proportionate sanction will take into account: (i) the nature of the conduct/offence; (ii) relevant precedents; and (iii) any aggravating and mitigating factors.

18. CAS have recently upheld my decision in *Alvarez-Guzman v AHO and PTIOs* (CAS 2019/A/6275) where I banned the player for life based on a single match-fixing incident. In their judgment the CAS Panel stressed the fact that the player had denied the allegations to the end notwithstanding compelling evidence against him.

19. The Player fixed six different professional tennis matches as well as tampering with evidence to obstruct the TIU's investigation..

20. The Player failed to engage with these proceedings.

21. She undertook the online Tennis Integrity Protection Program training on 12 December 2013 and 24 March 2019.

22. There are no mitigating factors.

23. Given these factors, I have decided that a lifetime ban is necessary. I do not propose to impose a fine in addition.

Decision

24. I therefore find as follows:

(a) Ms Dmitrieva is guilty of all charges

(b) The sanction imposed is a lifetime ban in relation to any event organised or sanctioned by any Governing Body

Under Section 1 this decision may be appealed to CAS by the parties in this proceeding within a period of 20 business days from the date of receipt of the Decision by the appealing party

Charles Hollander QC
AHO
London, England
22 January 2021