

In the Matter of a Notice of Major Offence of Alleged Corruption Offenses under the
TENNIS ANTI-CORRUPTION PROGRAM (“TACP”)

Between

Mr. Samuel Bensoussan
(the “**Covered Person**”, the “**Player**”)

and

International Tennis Integrity Agency
(the “**ITIA**”)

Before **Anti-Corruption Hearing Officer, TACP, Mr. Philippe Cavalieros** (the “**AHO**”)

Representing the Covered Person: Mr. Marc Bensimhon

Representing the ITIA: Ms. Julia Lowis
Mr. Mathieu Baert
Ms. Lore Vanden Berghe

DISPOSITION SUMMARY

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

1. Samuel Bensoussan is a Player and a Covered Person within the respective meaning of Sections B.27 and B.10 of the TACP.
2. The Covered Person is found to have committed Offenses under respectively Sections D.1.d., D.1.b., D.1.f. and D.2.a.i. of the 2017 or 2018 TACP. As a result of the breaches of the 2017 and 2018 TACP, the Covered Person is declared ineligible from Participation in any Sanctioned Event for a period of 1 year and 11 months.
3. The ordered suspension is effective on the day after the present Decision, in accordance with Section F.6.h.(ii) of the 2024 TACP. The suspension shall therefore commence on 23 May 2025 and end on 22 April 2027.
4. A fine of US\$ 12,000 has also been imposed on the Covered Person, in accordance with Section H.1.a.(i) of the TACP. Such fine must be paid in full by the Player prior to applying for reinstatement, in accordance with Section J.1 of the TACP.
5. The present Decision is the full, final and complete determination of the matter and is binding on all Parties. The present Decision is however subject to a right of appeal to the Court of Arbitration for Sport (CAS) in accordance with Section I.1. of the 2024 TACP. The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the Decision.
6. The present Decision shall in any event remain in effect while under appeal, unless CAS orders otherwise, in accordance with Section I.2 of the 2024 TACP.
7. The present Decision shall be publicly reported in full, in accordance with Section G.4.e. of the 2024 TACP.

DECISION OF THE AHO

I. INTRODUCTION

8. The Parties (A) and the alleged offenses which the Player is charged with (B) are in turn presented below.

A. The Parties

9. Samuel Bensoussan is a French former professional tennis player, with a career-high ATP singles ranking of 405 and doubles ranking of 517. Samuel Bensoussan last competed in the [REDACTED] ITF Tournament that took place in [REDACTED] ([REDACTED]) between [REDACTED] September and [REDACTED] October 2019, and was therefore, at the time of the alleged offenses, a Player and a Covered Person within the meaning of Sections B.27 and B.10 of the TACP.
10. The ITIA administers the Tennis Anti-Corruption Program for the Governing Bodies of tennis through the Tennis Integrity Supervisory Board.
11. Philippe Cavalieros holds an appointment as an Anti-Corruption Hearing Officer under Section F.1.a. of the TACP.

B. Overview of the alleged corruption offenses

12. There are 18 alleged breaches of the 2017 or 2018 TACPs in the present matter.
13. The alleged breaches concern 6 different matches, which the Covered Person played in. In 4 matches, the offense allegedly committed by the Player constitutes four separate breaches of the 2017 or 2018 TACPs. In 2 matches, the offense allegedly committed by the Player constitute one breach of the 2017 TACP.
14. In substance,
- In 4 matches: it is alleged that the Player contrived or attempted to contrive the outcome and/or an aspect of the match, in breach of Section D.1.d. of the 2017 or 2018 TACP;
 - In the same 4 matches: it is alleged that the Player contrived the outcome and/or an aspect of the match in order to facilitate betting on those matches, in breach of Section D.1.b. of the 2017 or 2018 TACP;
 - In the same 4 matches: it is alleged that the Player received money with the intention of negatively influencing a Player's best efforts in any Event, in breach of Section D.1.f. of the 2017 or 2018 TACP;
 - In the same 4 matches: it is alleged that the Player failed to report the approaches made to him by an organised criminal network to contrive aspects of the match, in breach of Section D.2.a.i. of the 2017 or 2018 TACP; and

- In 2 other matches: it is alleged that the Player failed to report the approaches made to him by a criminal network to contrive aspects of the match, in breach of Section D.2.a.i. of the 2017 TACP.
15. The AHO's specific findings on each of the alleged breach listed above are set out under Section IV.C of the present Decision.

II. OVERVIEW OF THE PROCEDURAL HISTORY

16. On 30 September 2024, the ITIA, via its Senior Director, Legal, served the Covered Person with a "Notice of Major Offense under 2024 Tennis Anti-Corruption TACP and referral to Anti-Corruption Hearing Officer" (the "**Notice**").
17. On 10 October 2024, the Covered Person requested a Hearing.
18. On 25 October 2024, Philippe Cavalieros was appointed as AHO in this matter.
19. On 29 October 2024, the Covered Person's counsel requested that all documents be sent to him and to the Covered Person.
20. On 30 October 2024, the case file was transmitted to the AHO.
21. On 1 November 2024, the ITIA requested that the Covered Person's correspondence of 29 October 2024 (in French) be translated into English.
22. On the same day, the AHO informed the Parties – via the ITIA Case Management – that a procedural call via MS Teams would be arranged with him and the Parties. In such perspective, the AHO invited the Parties to confirm their availability for a procedural call on 6, 8 and 20 November 2024.
23. Absent any response from the Covered Person, on 13 November 2024, the AHO scheduled a procedural call on 20 November 2024 at 2.30PM CET.
24. On 14 November 2024, the Covered Person's counsel reiterated its request that the file be sent to him before any conference call take place, and separately requested that these proceedings be conducted in French.
25. On 18 November 2024, the AHO acknowledged receipt of the Covered Person's correspondence of 14 November 2024 and, in response thereto: (i) the AHO noted that the Notice (in English and in French), as well as three attachments thereto, had been served to the Player on 30 September 2024, and that the Player had replied to the same on 10 October 2024 to request a Hearing, in accordance with Section G.1.b. of the 2024 TACP. Hence, for the avoidance of doubt, the Player had indeed been provided with the entire case file to date; (ii) the AHO explained that the purpose of the procedural call was to discuss and agree on the next procedural steps and dates therefor; (iii) the AHO proposed that the procedural call be rescheduled to 3 or 5 December 2024, and invited the Parties to indicate their availability on such dates; and (iv) the AHO moreover invited the Parties to liaise and, to the extent possible, agree on dates for the subsequent procedural steps, including the main hearing, prior to the procedural call. Separately, for the sake of good order

going forward, the AHO referred to Section K.7 of the 2024 TACP, which states that “*except as otherwise agreed to by the parties*”, the filings, decisions, hearings and appeals shall be issued or conducted in English.

26. On 28 November 2024, the ITIA confirmed its availability for a procedural call on 3 December 2024.
27. Absent any response from the Player, on 2 December 2024, the AHO informed the Parties that a procedural call would take place on 3 December 2024 at 4.30PM CET, in accordance with Section G.1.g. of the TACP. The AHO moreover invited each Party to submit its proposed timetable setting out dates for all subsequent procedural steps (including the Hearing), in advance of the procedural call. Finally, the AHO reminded the Covered Person that pursuant to Section G.1.g. of the TACP, “*the non-attendance of the Covered Person or his or her representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Covered Person, whether or not any written submissions are made on behalf of the Covered Person.*”
28. On 2 December 2024, the ITIA submitted its proposed timetable.
29. On the same day, the Covered Person’s counsel reiterated his request that the file be communicated to him “*prior to any hearing*”, and in French, whilst demanding that the proceedings be conducted in French. As regards the procedural call, the Covered Person’s counsel confirmed his availability on 10 and 12 December 2024 at 3PM CET.
30. On the same day, the ITIA confirmed its availability on 10 December 2024 at 3PM CET.
31. On 2 December 2024, the AHO acknowledged receipt of the ITIA’s proposed timetable and of the Covered Person’s correspondence. In response to the latter, the AHO reiterated that (i) the entire file had been provided to the Covered Person (as already confirmed in the AHO’s email of 18 November 2024), and that (ii) pursuant to Section K.7 of the TACP, the filings, decisions, hearings and appeals should be issued or conducted in English, unless otherwise agreed between the Parties. The AHO added that in the present case, since there existed no agreement between the Parties to deviate from English, the exception provided for under Section K.7 did not apply, which meant that English was indeed the language of these proceedings (as already indicated in the AHO’s email of 18 November 2024). Finally, the AHO informed the Parties that he was unavailable on 10 December 2024 and therefore invited the ITIA to indicate, at its earliest convenience, whether it would also be available on 12 December at 3PM CET.
32. On 3 December 2024, the ITIA confirmed that its external counsel would be available for a procedural call on 12 December at 3PM CET.
33. On the same day, the AHO informed the Parties that the procedural meeting would take place via MS Teams on 12 December 2024 at 3PM CET. The AHO moreover invited the Parties to liaise and, to the extent possible agree on dates for the subsequent procedural steps (including the main hearing) prior to the 12 December meeting.
34. On 12 December 2024, the ITIA submitted a proposed procedural timetable agreed upon between the Parties.

35. On 12 December 2024 at 3PM CET, a procedural meeting took place via MS Teams between the AHO, the ITIA and the Covered Person.
36. Following the procedural call, the Parties exchanged further and agreed on hearing dates.
37. On 17 December 2024, the AHO issued Procedural Order No. 1, setting out the procedural timetable for these proceedings.
38. On 17 December 2024, the ITIA informed the AHO of the unavailability of one witness on the agreed hearing dates, and proposed alternative dates for the hearing.
39. On 19 December 2024, the Covered Person indicated its availability on several of the dates proposed by the ITIA.
40. On the same day, the AHO took note of the Parties' respective availabilities and accordingly proposed to reschedule the hearing on 29 April 2025 and reserve 30 April 2025 in the event that an additional day were necessary. The AHO moreover circulated an updated Procedural Order No. 1 reflecting such new hearing dates.
41. On the same day, the ITIA informed the AHO that the witness would not be available on the agreed dates and therefore proposed that the hearing be postponed to other dates that were convenient for the AHO and the Player (namely, between 12 and 16 May 2025).
42. On the same day, the AHO circulated an updated Procedural Order No. 1 reflecting the new hearing dates.
43. On 24 January 2025, the ITIA files its written submissions, witness statements and relevant materials in accordance with the updated Procedural Order No. 1 as amended by the Parties' agreement, and with Sections G.1.g.ii.1., G.1.g.ii.2. and G.1.g.ii.3. of the 2024 TACP.
44. On 3 March 2025, the Covered Person filed his answering brief and supporting exhibits, in accordance with the updated Procedural Order No. 1 as amended by the Parties' agreement, and with Sections G.1.g.ii.1., G.1.g.ii.2. and G.1.g.ii.4. of the 2024 TACP.
45. On 19 March 2025, the ITIA filed its Reply brief and supporting materials, in accordance with the updated Procedural Order No. 1 as amended by the Parties' agreement, and with Section G.1.g.ii.5. of the 2024 TACP.
46. On 4 April 2025, the Covered Person filed his reply brief and an additional witness statement, in accordance with the updated Procedural Order No. 1 as amended by the Parties' agreement.
47. On 10 April 2025, the Parties submitted the Hearing Bundle to the AHO. The ITIA moreover confirmed that it only wished to cross-examine the Covered Person during the Hearing and that it did not intend to cross-examine the witnesses presented by the Covered Person.

48. On 14 April 2025, the Covered Person confirmed that he was “*willing to undergo cross-examination*” and that, for his part, he intended to cross-examine the two witnesses presented by the ITIA.
49. On the same day, the AHO issued Procedural Order No. 2, setting out guidelines regarding the conduct of cross-examination of witnesses at the Hearing, in accordance with paragraph 5.b) of Procedural Order No. 1 as amended by the Parties’ agreement.
50. On the same day, the ITIA submitted its proposed hearing schedule.
51. On 29 April 2025, the Covered Person requested that the hearing schedule proposed by the ITIA allow for translation and did not make any further comments thereon.
52. On the same day, the AHO informed the Parties that absent any comment or objection from the Covered Person on the hearing schedule proposed by the ITIA, the schedule was confirmed.
53. The Hearing took place on 12 May 2025 at 9AM CET at the AHO’s office in Paris. The Covered Person, his counsel, the ITIA, its counsel and the AHO participated in the Hearing in person.
54. At the end of the Hearing, the Covered Person and the ITIA each confirmed that they had no comments on or objections to the way in which the proceedings and the Hearing had been conducted.

III. PRELIMINARY ISSUES

55. At the outset, and before addressing the different offenses which the Player is charged with, the AHO sets out below his observations with respect to jurisdiction, the applicable law, and the applicable standard and burden of proof.
56. As regards firstly the AHO’s jurisdiction, the AHO notes that:
 - The AHO’s jurisdiction over the dispute, as well as the arbitrability of the issues at hand, are both undisputed by the Parties (the Player having in fact explicitly stated that he did “*not raise any issue regarding the jurisdiction or the arbitrability of these matters*”);¹
 - Moreover, the AHO’s appointment in this specific matter is also undisputed by the Parties (the Player having confirmed, for the avoidance of doubt, that the AHO “*has been properly appointed and seized of the matters in this dispute*”).²
57. Hence, it is uncontroversial that the AHO has jurisdiction to render his Decision in the present matter, in accordance with Section G.4 of the TACP.
58. As regards the applicable law, the Parties agree that the rules applicable to the merits of the case are the 2017 and 2018 TACP, whereas the procedural rules are those set out in the 2024 TACP.³ This is in line with Sections K.5 and K.6 of the 2024 TACP.

¹ Samuel Bensoussan’s Submissions dated 3 March 2025, para. 25.

² Samuel Bensoussan’s Submissions dated 3 March 2025, para. 24.

³ Samuel Bensoussan’s Submissions dated 3 March 2025, para. 23.

59. As regards finally the standard and burden of proof:

- The ITIA has argued that pursuant to Section G.3.a. of the 2024 TACP, the burden of proof lies on the ITIA to establish that a Corruption Offense has been committed, and the applicable standard of proof is “preponderance of evidence”. According to the ITIA, *“preponderance of evidence means that the evidence must establish that it is more likely that not that Mr Bensoussan committed the alleged offenses. This means that if the likelihood of Mr Bensoussan committing the offense is 51%, the charge is proven.”*⁴
- Whilst the Player has challenged the amount of evidence adduced by the ITIA (arguing that it was insufficient to meet the applicable standard of proof), he has not challenged the fact that the burden lies on the ITIA to establish the commission of a Corruption Offense, and that “preponderance of evidence” is indeed the standard of proof that applies in the present case.
- Thus, pursuant to Section G.3.a. of the TACP, the AHO shall assess, with respect to each alleged Corruption Offense addressed below, whether or not the ITIA has established that such offense has indeed been committed by a preponderance of evidence – and if so, whether such evidence has been rebutted by the Player.
- In doing so, the AHO agrees with the ITIA that not only direct evidence is required, and that the AHO may also take account of circumstantial evidence (as established in a number of CAS cases cited by the ITIA). Unlike direct evidence, circumstantial evidence does not directly prove a fact but leads to the inference that it exists. The AHO deems it particularly relevant to take circumstantial evidence into account in cases involving allegations of corruption such as the present one, due to the secretive nature of corrupt practices, where parties typically ensure that evidence is concealed. The way in which the AHO has taken account of circumstantial evidence in the present proceeding is detailed below under Section IV.B.
- Finally, given the inherent nature of corruption offences, and without going as far as to suggest that the Player *“has a duty to refute the evidence produced by the ITIA”*,⁵ the AHO agrees with CAS rulings⁶ according to which a player *“has a certain duty to contribute to the administration of proof”* by presenting evidence in support of his line of defence.

IV. THE CORRUPTION OFFENSES ALLEGEDLY COMMITTED BY THE PLAYER

60. Prior to addressing the corruption offenses allegedly committed in relation to each of the specific matches listed in the Notice (C), the AHO sets out the factual background of this case (A) as well as his general findings in relation to the evidence relied upon by the ITIA (B).

⁴ Submissions of the ITIA dated 24 January 2025, para. 26.

⁵ Submissions of the ITIA dated 19 March 2025, para. 5.

⁶ Exhibit G.12: CAS 2024/A/10295 and CAS 2024/A/10313, Leny Mitjana v. ITIA and ITIA v. Leny Mitjana, para. 168; and Exhibit G.7: CAS 2021/A/8531 Mohamed Zakaria Khalil & Soufiane El Mesbahi & Yassir Kilani v. ITIA, para. 76.

61. Whilst the AHO has taken account of the entirety of the Parties' respective allegations, written and oral arguments as well as the supporting evidence, to reach the decisions below, only the facts and arguments that are considered as most relevant are set out below.

A. Factual background

62. The facts presented below (which are undisputed by the Parties) stem from the investigations conducted respectively by the French and Belgian authorities in relation to an organised Armenian-Belgian criminal network in charge of fixing tennis matches worldwide. Such investigations uncovered a criminal organisation that corrupted at least 181 players worldwide and involved the manipulation of at least 375 tennis matches.
63. The Belgian investigations, carried out between 2014 and 2018, revealed that at the centre of such criminal network were two individuals called Grigor Sargsyan ("GS") and Andranik Martirosyan.
64. In a judgement of 30 June 2023, the Oudenaarde Criminal Court in Belgium found GS guilty of leading a criminal organisation, fraud, money-laundering and forgery, and sentenced him to 5 years of imprisonment and a fine of 8,000 Euros. Seven of his accomplices were also sentenced to imprisonment and penalties, and seven Belgian tennis players were found guilty of participating in a criminal network and of fraud.
65. In parallel, in the context of the French criminal investigations, several French tennis players (but not the Player) were interrogated and have admitted to the Prosecutor that they had been engaging in match-fixing and cooperating with GS and his network when doing so.
66. The French and Belgian investigations have revealed that GS and his network would use the following *modus operandi*: first, GS would assess which match may be worth fixing; second, GS would approach players within his network to make arrangements to fix their own matches (or would ask such players to act as an intermediary and to approach another player with a view to fixing that other player's match); third, once the fix was confirmed, GS would contact accomplices within his criminal network to place bets; and fourth, once the match was concluded and the bets had proven to be successful, GS would pay the players via Moneygram or Western Union, via international money transfer companies (such as Skrill and Neteller), or in person in cash.
67. When carrying out the first two steps, GS would firstly analyse dozens of betting sites from several countries to select the matches which he thought he may be able to fix. GS would then contact the tennis players (or intermediaries) to negotiate on the specific result to be fixed and the amount which GS would pay for it. Negotiations usually took place a day or up to a few hours before the match in question. It has been established that several tactics were deployed by GS to hide his communications with the players. Such tactics included providing the players with new SIM cards (that had not been registered by the ITIA or by the police services), by himself using new phones or SIM cards, by saving the contacts of the tennis players in his phone or notebook with nicknames or abbreviations, and by using secured apps such as Telegram (which would self-delete the conversations and thus leave no written trace thereof).
68. To carry out the third step, namely the placing of the bets, GS would send screenshots of the betting odds of the match to his associates, followed by conversations over Telegram or the phone,

or would send instructions via WhatsApp. The betting would then be made either online via betting websites, or in person at betting shops or newsagents. When betting online, different accounts were created by using the data and bank details of tens of different people, who were paid for the same. Likewise, when betting in person, front men who would not be afraid of being arrested in betting shops were used. GS and AM had a whole criminal network, based in Armenia, Belgium, Spain, Italy, Bulgaria, Sweden and Andorra, and such network then operated a network of front men and accounts, whose identities were used to bet on fixed matches. From the investigation, it appears that 1671 men/accounts were used.

B. General findings on the evidence relied upon by the ITIA

1. The ITIA's position

69. According to the ITIA, the evidence obtained in the Belgian and French investigations demonstrates *“Mr Bensoussan’s repeated involvement in [match-fixing] activities across a sustained period of time and paints a clear picture of an individual who was willing to regularly corrupt the sport of tennis for his own financial gain.”*⁷
70. Such evidence includes the following: two statements by a French player (Mr. Lescure, who has admitted to match fixing with GS) that Mr. Bensoussan also collaborated with GS; references to the Player in conversations between GS and his accomplices (including references going beyond the scope of the 6 matches included in the Notice); and screenshots on GS’ telephone from betting or scoring websites concerning the matches listed in the Notice.
71. The ITIA essentially relies on the above to establish the commission of each offense listed under the Notice.

2. The Player's position

72. According to the Player, the evidence relied upon by the ITIA is “meagre”, in that it does not prove that the Player was ever involved in match fixing, nor that he communicated with GS or has received money from the latter.
73. Moreover, and in response to the different evidence relied upon by the ITIA, the Player argues that:
- The Player’s name does not appear in any of GS’ mobile phones or notebooks, and conversely, no evidence of match fixing with GS could be found in the Player’s telephone;
 - The Player was never arrested or even interrogated by the French authorities during the criminal investigations;
 - Whilst the Player happens to have played doubles matches with some of GS’ intermediaries, this does not show that he personally was involved in match fixing. In fact, the Player’s behaviour during the matches show his determination and combativeness to win such matches;

⁷ Submissions of the ITIA dated 24 January 2025, para. 35.

- Screenshots of matches played by Mr. Bensoussan do not either prove the Player's involvement in any match fixing;
- Mr. Lescure's statements are untruthful and the Player has (unsuccessfully) attempted to confront him in these proceedings; and
- The Player is known in the tennis world for his fighting spirit, integrity and uprightness – and numerous witnesses have confirmed this in these proceedings.

74. Thus, on balance, when weighing the evidence adduced by the ITIA against that of the Player (including witness statements confirming his morality, integrity, sportsmanship and seriousness), the Player argues that it has *not* been established that it is more likely than not that he committed any of the offenses listed in the Notice.

3. The AHO's Findings

75. The AHO deems it necessary to set out his general findings on the Parties' respective arguments in relation to the evidence obtained from the Belgium and French criminal investigations, before ruling on each alleged offense, since this evidence constitutes a core and common base relied upon by the ITIA in the context of each offense.
76. At the outset, the AHO agrees with the Player that none of the evidence on record directly establishes, in and of itself, that it is certain that Mr. Bensoussan was involved in match fixing with GS and that he received payments for the same. For instance, there are no traces of direct written or oral communications between the Player and GS, no trace of the Player ever being part of GS' (or its intermediaries') contacts, and no trace of payment from GS or its intermediaries to the Player. Moreover, the ITIA investigator, Ms. Glen Shackel, confirmed that the download of the Player's telephone (which he provided voluntarily to the Tennis Integrity Unit during his interview in July 2018) "*did not contain any messages appearing to discuss match fixing or other evidence linking Mr. Bensoussan to match fixing*".⁸ Separately, the AHO also finds it telling that – unlike many other French tennis players – Mr. Bensoussan was never arrested nor even questioned by the French police in the context of the French criminal investigations.
77. However, given GS' *modus operandi*, making it difficult – if not impossible – to retrace any communication and payment to the tennis players, the AHO considers that it would be inappropriate to conclude that the Player is unlikely to have engaged in match-fixing solely due to the absence of direct evidence.
78. Rather, as set out above, the AHO finds it apposite to rely on circumstantial evidence in the present matter, and to draw inferences from the same, if and where appropriate.
79. In doing so, the AHO shall always apply the preponderance of evidence standard (as stated above). This means that where it can be inferred from the circumstantial evidence that it is more likely than not that the Player committed the alleged offense, the standard of proof shall be met and the alleged offense shall be deemed established. To the contrary, when the circumstantial evidence is insufficient to infer that it is more likely than not that the Player committed the alleged offense, the offense shall not be deemed established.

⁸ Exhibit B.01.

80. Turning specifically to the different evidence at hand:

- In light of GS' *modus operandi*, the AHO finds that screenshots on GS' mobile phone from betting websites in relation to matches played by the Covered Person are relevant circumstantial evidence to be taken into account. That said, they do not *in themselves* establish that the Player's involvement in match fixing is more likely than not, and would need to be corroborated by other circumstantial evidence to prove the same;
- The AHO moreover finds that the multiple references to Mr. Bensoussan in several communications between GS and his accomplices or intermediaries (including in betting instructions) constitute significant circumstantial evidence suggesting that the Player was at least approached to contrive aspects of several matches;
- According to the AHO, weight should also be given to Mr. Lescure's statements. In particular:
 - o During the French criminal investigations, Mr. Lescure mentioned the Player as one of the tennis players who collaborated with GS.⁹ Whilst the AHO acknowledges that out of the 14 players named by Mr. Lescure, only seven have admitted to offences and/or received sanctions from the ITIA (with proceedings currently pending before an AHO against another player), the AHO has been provided with no compelling reason to doubt Mr. Lescure's statement. Specifically, and whilst the AHO realises that the Player has been unable to confront Mr. Lescure, no plausible grounds for challenging Mr. Lescure's testimony have been presented by the Player. During the Hearing, the Player confirmed that there was no animosity between him and Mr. Lescure and suggested that the only potential motives for deceit on Mr. Lescure's part would be the possibility of obtaining a reduced sanction or that he was under pressure. Thus, on balance, and given the existing references to the Player in a communication between GS and Mr. Lescure (as well as other references to the Player in communications with other intermediaries), the AHO considers Mr. Lescure's statement to carry some weight.
 - o Mr. Lescure moreover informed the French authorities that in 2018, during an ITF tournament in [REDACTED] Mr. Bensoussan was involved in match fixing and accordingly "received 1000 euros in cash" from GS.¹⁰ Whilst the AHO has doubts concerning the preciseness of the latter statement – and in particular, with respect to the fact that the Player actually received 1000 euros in cash in person from GS¹¹ – the AHO finds no reason to doubt about the former part of the statement regarding the Player's involvement in match fixing. This is so because, here again, the Player has presented no plausible grounds for challenging Mr. Lescure's testimony.
- Finally, whilst the AHO notes that the Player demonstrated a cooperative approach with the Tennis Integrity Unit during his interview and that his telephone contained no evidence of match fixing, the AHO nevertheless finds it suspicious that out of the 29,135 messages on

⁹ Exhibit E.11, p. 3.

¹⁰ Exhibit E.7, p. 4.

¹¹ See para. 109 below.

the Player's device, 15 messages only concerned the period between October 2016 and May 2018, and none of the dates of matches had any messages at all.¹²

81. Based on the above, and considering in particular the content of the exchanges between GS and its intermediaries (addressed in more detail below in relation to each specific match), corroborated by screenshots of betting websites concerning the matches listed in the Notice, as well as by Mr. Lescure's testimony, the AHO finds that such information constitute sufficient circumstantial evidence from which it can be inferred that it is more likely than not that the Player was at least solicited to contrive the outcome of several tennis matches along with GS' criminal network. The AHO however disagrees with the ITIA's statements that such evidence demonstrates a "*repeated involvement*" of the Player in match fixing, and that it "*paints a clear picture of an individual who was willing to regularly corrupt the sport of tennis*".¹³
82. Bearing the above in mind, the question to be determined by the AHO, however, is whether or not it is more likely than not that the Player breached the 2017 and/or 2018 TACP with respect to the 6 matches listed in the Notice, such that the offenses listed in such Notice are established. The AHO will address the same below.

C. The specific matches listed in the Notice

83. The AHO now addresses each of the alleged fixed matches, in the order in which they appear in the Notice.

1. Match 1: doubles match (BENSOUSSAN / [REDACTED] v. [REDACTED] on [REDACTED] August 2017 at the ITF [REDACTED] July 2017 at the ITF [REDACTED] tournament in [REDACTED]

84. **Match 1** was a doubles match between the Player partnering Mr. [REDACTED] against Mr. [REDACTED] and Mr. [REDACTED] on [REDACTED] August 2017 at an ITF [REDACTED] tournament in [REDACTED]. The Player and his partner lost the match [REDACTED] [REDACTED] [REDACTED].
85. It is alleged that the Player's involvement in fixing Match 1 constitutes a breach of Sections D.1.d. ("*No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event*"), D.1.b. ("*No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event...*"), D.1.f. ("*No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event*") and D.2.a.i. ("*In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible*") of the 2017 TACP.
86. The ITIA relies on the following evidence to establish that it is more likely than not that the Player committed the above offenses: screenshots from betting websites saved on GS' phone and sent by GS to his accomplice; conversations between GS and his accomplice on the day of the match, stating *inter alia* "*For Bensoussan / [REDACTED] they'll give [REDACTED] + [REDACTED] serve of [REDACTED] set*"; exchanges between GS and Mr. Lescure, referring to Telegram, on the day of the match; and photographs of

¹² Exhibit B.01.

¹³ Submissions of the ITIA dated 24 January 2025, para. 35.

betting slips sent to GS by a member of his criminal network, showing that bets were placed on this match for the Player and Mr. [REDACTED] to lose the [REDACTED] set and to lose the [REDACTED] set.

87. In light of GS' *modus operandi*, the AHO is satisfied that the screenshots on GS' phone (combined with photographs of bets being placed on this match), as well as the references to the Player in a conversation between GS and his accomplice on the very day of the match – combined together – prove that it is more likely than not that Mr. Bensoussan was at least approached by GS (whether directly or indirectly) to influence the outcome or any other aspect of this match. Thus, a breach of Section D.2.a.i of the 2017 TACP has been established with respect to Match 1.
88. Turning to the other offenses, the AHO deems it necessary to analyse the communication between GS and his accomplice that took place on the day of the match to determine the likelihood that the Player committed such offenses. The AHO is particularly mindful of the following exchanges:

“GS: For Bensoussan / [REDACTED] they'll give [REDACTED] + [REDACTED] serve of [REDACTED] set.
[...]
GS: I may be cancel be attentive.
[REDACTED] But why?
GS: Be attentive, I may cancel.
[REDACTED] Ok
[REDACTED] But nothing was done Bro.
[...]
[REDACTED] Nothing has been done yet.
GS: Ok
GS: Bro, I couldn't cancel it
GS: We're doing it
GS: For Bensoussan / [REDACTED] they'll give [REDACTED] + [REDACTED] serve of [REDACTED] set.
[...]
GS: Something [...] happened
GS: But have you bet?
[REDACTED] But why?
[REDACTED] No it is closed
GS: It seems that the guy from [REDACTED] who is with him has done something”

89. Based on the above, the AHO notes that the bet (“[REDACTED] + [REDACTED] serve of [REDACTED] set” or even [REDACTED] without break as later amended) does *not* correspond to the outcome of the match, as highlighted by the Player in these proceedings.
90. However, the AHO agrees with the ITIA that this does not necessarily indicate that the fix was not agreed upon. In fact, the communication above suggests that something went wrong because of the “guy from [REDACTED] rather than because of the Player. Given that Mr. [REDACTED] is [REDACTED] it can be inferred that the latter (rather than the Player) interfered with the fixing or prevented the bet from being achieved. This logical inference is in part corroborated by the score card of the match, indicating that: in the [REDACTED] set, Mr. [REDACTED] won all three of his service games whereas Mr. Bensoussan lost [REDACTED] out of [REDACTED] service games; in the [REDACTED] set, Mr. [REDACTED] again won all four of his service games whereas Mr. Bensoussan lost [REDACTED] service game (namely, the [REDACTED] one – as per the betting instructions).

91. Finally, the Player argues that the score, including the super tie-break at the end of the [REDACTED] set, demonstrates that the game was a hard-fought battle rather than being fixed. However, the AHO notes, as previously determined in a prior CAS Award, that the acknowledgment by GS of a failed bet confirms the match was fixed.¹⁴ Ultimately, whether or not a player changed the outcome of a bet (especially as appears to be the case here due to the influence of the Player's partner) is largely irrelevant when assessing whether the match was fixed.
92. Thus, the AHO is satisfied that irrespective of the fact that the full fix was not carried out, it is more likely than not under the circumstances that the Player agreed to fix Match 1.
93. It is moreover inferred that it is more likely than not that the Player was offered or gained money (or some other benefit) to influence aspects of Match 1, as there is no reason to believe the Player would have taken such risks without the prospect of gain.
94. Consequently, breaches of Sections D.1.b., D.1.d. and D.1.f. of the 2017 TACP have been established in relation to Match 1.

2. Match 2: singles match ([REDACTED] v. BENSOUSSAN) on [REDACTED] August 2017 at the ITF [REDACTED] tournament in [REDACTED]

95. **Match 2** was a singles match between the Player against Mr. [REDACTED] on [REDACTED] August 2017, at an ITF [REDACTED] tournament in [REDACTED]. The Player lost [REDACTED] [REDACTED] (by retirement). It is alleged that the Player's involvement in fixing Match 2 constitutes a breach of Sections D.1.d., D.1.b, D.1.f. and D.2.a.1. of the 2017 TACP.
96. The ITIA relies on the following evidence to establish the Player's involvement in the fix of this match: screenshots of several betting websites showing this match on GS' phone, a communication between GS and his accomplice, in which GS sent a screenshot of a betting website showing this match together with betting instructions ("Win [REDACTED] [REDACTED] a conversation between GS and Mr. Lescure on the day of the match referring to Telegram, and a conversation between GS and his accomplice following the end of the match, in which GS asked "in case of surrender" "does it give a win?").
97. The AHO is satisfied that the above circumstantial evidence establishes that it is more likely than not that the Player was approached (whether directly or indirectly) by GS and that he agreed to fix this match by losing [REDACTED] all the more so in a singles match where there could reasonably be no other person than the Player who could have fixed the match. Moreover, the AHO does not need to determine whether or not the Player's retirement during the second set was caused by fatigue and injuries, since as such, this would not disprove the Player's initial attempt to contrive the match.
98. Finally, it is more likely than not that the Player was offered or gained money (or some other benefit) to fix Match 2, as here again, there is no reason to believe the Player would have taken accepted to take any risk without the prospect of gain.

¹⁴ Exhibit G.12: CAS 2024/A/10295 and CAS 2024/A/10313, Leny Mitjana v. ITIA and ITIA v. Leny Mitjana, para 245, p. 66.

99. Consequently, breaches of Sections D.1.b., D.1.d., D.1.f. and D.2.a.i. of the 2017 TACP have been established in relation to Match 2.

3. Match 3: doubles match (BENSOUSSAN/LESCURE v. [REDACTED] [REDACTED] on [REDACTED] May 2018 at the ITF [REDACTED] tournament in [REDACTED])

100. **Match 3** was a doubles match between the Player partnering Mr. Lescure against Mr. [REDACTED] and Mr. [REDACTED] on [REDACTED] May 2018 at an ITF [REDACTED] tournament in [REDACTED]. The Player and his partner lost the match [REDACTED]. It is alleged that the Player's involvement in fixing Match 3 constitutes a breach of Sections D.1.d, D.1.b, D.1.f. and D.2.a.i of the 2018 TACP.
101. The ITIA relies *inter alia* on the following evidence to establish the Player's involvement in the fixing of this match: a statement from another player (Mr. Inzerillo) indicating that the Player and Mr. Lescure were cooperating in match fixing; a message from Mr. Lescure to GS on [REDACTED] May 2018 stating "*I play the double with bensouss*"; communications between GS and Mr. Lescure on the morning of the match and continuing until 30 minutes prior to its start; phone calls between GS and Mr. Lescure after the match concluded; screenshots from betting websites showing this match on GS' phone; messages between GS and his accomplices providing them respectively with instructions ("*[REDACTED] set: win [REDACTED]*"). The ITIA moreover notes that GS' instructions were correct, since the [REDACTED] set was lost by the Player and his partner.
102. Based on the evidence at hand, the AHO is satisfied that it is more likely than not that the Player was involved in match fixing alongside Mr. Lescure (also found to have breached the TACP in relation to this match). Whether it applied to Match 3 or a prior match paid by the pair, the AHO considers that Mr. Lescure's message to GS specifying that he will be playing a doubles match with "*bensouss*" suggests that GS must have known Mr. Bensoussan, and that *both* players would be involved in fixing matches, rather than just Mr. Lescure.
103. With respect to Match 3, the above inference is in part corroborated by the score card of the match, which indicates that the Player lost his [REDACTED] (and [REDACTED] service game because of a fault, thereby preventing him and Mr. Lescure from achieving a score of 5-1 (and reaching instead [REDACTED]). In the AHO's view, this suggests that it is more likely than not that the Player did not use his best efforts to win such game. That said, the AHO acknowledges that, contrary to Mr. Lescure, Mr. Bensoussan did *not* commit any double fault in this match, which makes his involvement in the fixing less patent.
104. Having found that, on balance, it is more likely than not that the Player accepted to contrive aspects of Match 3 alongside Mr. Lescure, it is again inferred that it is more likely than not that the Player was offered or gained money (or some other benefit) for the same.
105. Consequently, breaches of Sections D.1.b., D.1.d., D.1.f. and D.2.a.i. of the 2018 TACP have been established in relation to Match 3.

4. Match 4: doubles match (BENSOUSSAN/LESCURE v. [REDACTED] [REDACTED] on [REDACTED] June 2018 at the ITF [REDACTED] tournament in [REDACTED])

106. **Match 4** was a doubles match between the Player partnering Mr. Lescure against Mr. [REDACTED] and Mr. [REDACTED] on [REDACTED] June 2018 at an ITF [REDACTED] tournament in [REDACTED]. The Player and his partner

lost the match [REDACTED] It is alleged that the Player's involvement in fixing Match 4 constitutes a breach of Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2018 TACP.

107. The ITIA relies on the following evidence to establish the Player's involvement in the fixing of this match: testimony from Mr. Lescure to the French authorities confirming the Player's involvement in the fixing of this match; communications between GS and Mr. Lescure in the hours leading to the match and immediately after the match; pre-set notifications from scoring sites in relation to this match, received on GS' phone; screenshots from betting websites in relation to this match saved on GS' phone; screenshots from betting websites and betting instructions sent by GS to his accomplices (stating "Win [REDACTED] + [REDACTED] set : [REDACTED] The ITIA moreover notes that GS' instructions were correct, since this match was indeed won by [REDACTED] and the [REDACTED] set was won by them [REDACTED]
108. Based on this evidence, the AHO is satisfied that it is more likely than not that the Player was involved in match fixing alongside Mr. Lescure (who has admitted to have fixed this match). In particular, the AHO considers that the following statement by Mr. Lescure should be given some weight:

"The last time I accepted to lose a match goes back to last year at an ITF tournament [REDACTED] round double in [REDACTED] My teammate was informed, it was Samuel BENSOUSSAN. We each received 1000 euros in cash from MAESTRO..."

109. Whilst the Player has demonstrated that it is materially impossible that he directly received any cash from GS following Match 4 (since GS was arrested in Belgium on the following morning), the AHO cannot exclude the possibility that the cash may have been provided to the Player by an intermediary of GS, or that the Player simply never received the money for which he had accepted to fix the match. Thus, the fact that the Player could not have received 1000 euros in cash from GS in person after Match 4 does not suffice to put into question the Player's initial agreement to contrive the outcome of Match 4. The AHO's reasoning is supported by the fact that no plausible grounds have been presented by the Player to challenge Mr. Lescure's statements (as set out above under Section IV.B.3).
110. Considering the above, and noting that reaching a pre-arranged [REDACTED] score in a doubles match is highly unlikely without the involvement of both partners, the AHO finds it more likely than not that Mr. Bensoussan engaged in match fixing with respect to Match 4. It follows that it is also more likely than not that the Player was offered or gained money (or some other benefit) to contrive aspects of Match 4.
111. Consequently, breaches of Sections D.1.b., D.1.d., D.1.f. and D.2.a.i. of the 2018 TACP have been established in relation to Match 4.

5. Match 5: doubles match (BENSOUSSAN [REDACTED] v. [REDACTED] on [REDACTED] September 2017 at the ITF [REDACTED] tournament in [REDACTED]

112. **Match 5** was a doubles match between the Player partnering with Mr. [REDACTED] against Mr. [REDACTED] and Mr. [REDACTED] at an ITF [REDACTED] tournament in [REDACTED] The Player and his partner lost the match [REDACTED] It is alleged that the Player's failure to report a corrupt approach in relation Match 5 constitutes a breach of Section D.2.a.i of the 2017 TACP.

113. The ITIA relies on the following evidence to establish the Player's failure to report a corrupt approach in relation to this match: screenshots from betting or scoring websites showing this match saved on GS' phone; and communications between GS and "[REDACTED]" referring to "Samuel Bessau...".
114. Looking at the communications between GS and [REDACTED] the AHO finds the following exchanges particularly telling:

[REDACTED] *I have work for you*
[...]
[REDACTED] *Doubles, future in [REDACTED]*
GS: *Argentinian?*
[REDACTED] *French*
GS: *One min I'll check*
[REDACTED] *Samuel Benssau...*
GS: *I already know the info*
[REDACTED] *Send me the name...*
GS: *Friend this info not good*
GS: *I know*
[REDACTED] *Why?*
GS: *People*
GS: *Know*
[REDACTED] *Maybe one break?*
GS: [REDACTED] *set: [REDACTED] break > 400 + 200*
[REDACTED] *Only [REDACTED] set?*
GS: In [REDACTED] *set : [REDACTED] service game break > 400 + 200*
[REDACTED] *Euro or Dollar?*
GS: *€*
[REDACTED] *Okey, 200 it's for me?*
GS: *Yes*
GS: *Yes*
[REDACTED] *Okey I'll ask*
GS: *Ok*
[REDACTED] *Not this time, maybe next matches*
GS: *Ok*

115. The AHO infers from this communication that it is more likely than not that "[REDACTED]" approached GS in relation to a doubles match in [REDACTED] played by Mr. Bensoussan ("Samuel Benssau..." necessarily referring to the Player), that once they had agreed on betting instructions and the price therefor, "[REDACTED]" informed GS that he would "ask" the Player to participate in the fixing, and subsequently, that "[REDACTED]" told GS that the fixing would not take place "this time", but maybe with the next matches.
116. The AHO's inference is corroborated by the fact that "[REDACTED]"'s telephone number has been attributed to [REDACTED] (a former [REDACTED] tennis player), who is a member of a WhatsApp group with the Player, and also a contact of the Player on both Instagram and

Facebook. Thus, it has been established that the Player and [REDACTED] were in contact, or at least that they had means to communicate together.

117. Finally, the AHO finds that the Player has failed to provide any plausible explanation or defence in relation to the above communication. More specifically, the AHO finds that whilst “*Samuel Benssau*” is not the Player’s name, it is more likely than not that it refers to Samuel Bensoussan (particularly since no other tennis players with similar names have been identified). Moreover, whilst there are no traces (whether calls or messages) of communication between [REDACTED] and the Player, the AHO considers that the absence of direct evidence does not necessarily mean that the Player was not approached by [REDACTED] on that day.
118. Considering the above, a breach of Section D.2.a.i. of the 2017 TACP has been established in relation to Match 5.

6. Match 6: singles match ([REDACTED] v. BENSOUSSAN) on [REDACTED] September 2017 at the ITF [REDACTED] tournament in [REDACTED]

119. **Match 6** was a singles match between the Player and Mr. [REDACTED] at an ITF [REDACTED] tournament in [REDACTED]. The Player won the match [REDACTED]. It is alleged that the Player’s failure to report the corrupt approach made to him in relation to Match 6 constitutes a breach of Section D.2.a.i of the 2017 TACP.
120. The ITIA relies on the following evidence to establish the Player’s failure to report a corrupt approach in relation to this match: a screenshot of a betting website showing this match saved on GS’ phone; a conversation between GS and Mr. Lescure, referring to Telegram, a few hours before the match; and communications between GS and his accomplices with betting instructions sent by GS (“*For Bensoussan, they will give [REDACTED] serve of [REDACTED] set. But I will confirm at the end of the [REDACTED] set.*”) that were ultimately “cancelled”.
121. Looking at the communication in question, the AHO finds that (unlike the exchanges relating to Match 5), there is no indication that the Player was indeed “asked” to contrive aspects of Match 6 or approached in this respect. In fact, looking at the time of the messages that were sent by GS, the AHO notes that the betting instructions were sent after the start of the match, which is why GS informed his accomplices that he would “*confirm at the end of the [REDACTED] set*”. GS then “*cancelled*” his instructions at the end of the [REDACTED] set. In light of such timing, the AHO considers that it is possible that the fix was cancelled by GS precisely because he was unable to enter in contact with the Player during the match. Consequently, it is just as likely than not that the Player was *not* solicited or approached by GS to lose the [REDACTED] service game of the [REDACTED] set.
122. Considering the above, the AHO decides that the circumstantial evidence is insufficient to conclude that the Player would have committed an offense in relation to Match 6. Therefore, the charge relating to this match is dismissed.

V. SANCTIONS

123. On the one hand, the ITIA submits that it is appropriate and in line with the ITIA Sanctioning Guidelines that the Player be ordered to serve a 6.5-year ban from the sport of tennis, pay a fine of USD 20,000 and repay corrupt payments for an amount of EUR 1,000.

124. The Player, on the other hand, denies having committed any of the offenses listed in the Notice and consequently argues that none of the sanctions requested by the ITIA should apply to him.
125. The AHO has attentively reviewed and considered each Party's submissions and arguments in relation to the applicable sanction, without the need to reproduce the same in this Decision.
126. Moreover, while the AHO retains full discretion in relation to the sanctions to be imposed in accordance with the TACP, he deems it appropriate to follow the different steps proposed by the ITIA Sanctioning Guidelines.
127. **Step 1** consists in determining the offense category, by assessing both the culpability of the Player as well as the impact of his offenses on the sport.
128. As regards firstly the culpability of the Player, the AHO notes that out of the 18 offenses which the Player was charged with, 17 have been established by the AHO, in relation to 5 matches that occurred between August 2017 and June 2018. Whilst it is arguable that the same amounts to "multiple offenses over a protracted period of time", the AHO is satisfied that such offenses did not involve a high degree of planning or premeditation from the Player (who, unlike other tennis players, does not appear to have been in direct contact with GS). Further, there is no evidence suggesting that the Player would have initiated or led others to commit offenses. Consequently, the AHO finds that the Player has not demonstrated "high culpability".
129. The AHO however finds that "several offenses" – rather than a single offense – have been committed by the Player, and that such offenses were carried out in concert with others (namely, with GS' intermediaries as well as with certain players when playing doubles matches). Finally, the evidence shows that the offenses were carried out with some degree of planning or premeditation, since the Player was indirectly approached prior to his matches and, whenever fixes were agreed, this was also done in advance of the match. The AHO concludes that this places the Player in the "B – Medium culpability" category.
130. Turning to the impact of his offenses, there is no doubt that the Player committed several TACP offenses which *per se* have a material impact on the reputation and integrity of sport. It is also more likely than not that the Player would have gained money by committing these offenses, as there is no reason to believe that the Player would have accepted to incur any risk without deriving any benefit therefrom. In the absence of any trace of the gains perceived by the Player, and bearing in mind that the Corruption Offenses that have been proven relate to 5 matches – yet with 3 matches in which the full fix was successfully carried out – the AHO cannot however conclude that the Player would have gained higher amounts than "little gain". The AHO therefore finds that the appropriate category of impact of the offenses committed by the Player stands between "Category 2" and "Category 3".
131. **Step 2** consists in determining the starting point to reach a sanction.
132. Pursuant to the ITIA Sanctioning Guidelines, the starting point for offenses falling within Category 2-B is a 3 year suspension, while the starting point for offenses under Category 3-B is a 6 months' suspension.

133. The AHO determines that the appropriate starting point for the Player is a 1.75-year suspension, being the mid-point between the two.
134. With respect to aggravating factors, the AHO notes that the Player completed multiple TIPP trainings¹⁵ and, separately, reiterates that he has found suspicious that out of the 29,135 messages on the Player's device, 15 messages only concerned the period between October 2016 and May 2018, and none of the dates of matches had any messages at all.¹⁶
135. On the other hand, with respect to mitigating factors, the Player has not expressed any remorse, nor has he demonstrated that he has actively been taking steps to address his offending behaviour. That said, the AHO notes that the Player's good character and exemplary conduct were praised by a number of stakeholders in the tennis world, which supports the idea that the Player would have acted with integrity since the proven offenses.
136. Consequently, the AHO finds on balance therefore that an increase to approximately 1,90 years of the sanction is appropriate under the circumstances, corresponding to 1 year and 11 months.
137. Separately Section H.1.a.(i) of the TACP allows for fines up to \$250,000, plus an amount equal to the value of any winnings or other amounts received by the Player. The ITIA Sanctioning Guidelines moreover provide guidance with respect to the appropriate amount of fine to be imposed, depending on the number of Major Offenses established. For 1-5 Major Offenses proven, the fine scale ranges between US\$0 and \$25,000. In the present case, it has been established that the Player committed Major Offenses in relation to 4 matches with the Player standing between Category 2-B and 3-B. The AHO therefore determines, within his discretionary powers, that the fine shall be set at US\$12,000.
138. Finally, having found that it was materially impossible that the Player directly received any cash from GS following Match 4 (while not excluding the possibility that the cash may have been provided to the Player by an intermediary of GS – which has however not been proven), the AHO dismisses the ITIA's request for repayment of EUR 1,000.
139. Considering the above, the AHO issues the Orders set out below.

VI. ORDERS

140. Samuel Bensoussan is a Player and a Covered Person within the respective meaning of Sections B.27 and B.10 of the TACP.
141. The Covered Person is found to have committed Offenses under respectively Sections D.1.d., D.1.b., D.1.f. and D.2.a.i. of the 2017 or 2018 TACP. As a result of the breaches of the 2017 and 2018 TACP, the Covered Person is declared ineligible from Participation in any Sanctioned Event for a period of 1 year and 11 months.
142. The ordered suspension is effective on the day after the present Decision, in accordance with Section F.6.h.(ii) of the 2024 TACP. The suspension shall therefore commence on 23 May 2025 and end on 22 April 2027.

¹⁵ Exhibit A.9.

¹⁶ Exhibit B.1. See para. 80 above.

143. A fine of US\$ 12,000 has also been imposed on the Covered Person, in accordance with Section H.1.a.(i) of the TACP. Such fine must be paid in full by the Player prior to applying for reinstatement, in accordance with Section J.1 of the TACP.
144. The present Decision is the full, final and complete determination of the matter and is binding on all Parties. The present Decision is however subject to a right of appeal to the Court of Arbitration for Sport (CAS) in accordance with Section I.1. of the 2024 TACP. The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the Decision.
145. The present Decision shall in any event remain in effect while under appeal, unless CAS orders otherwise, in accordance with Section I.2 of the 2024 TACP.
146. The present Decision shall be publicly reported in full, in accordance with Section G.4.e. of the 2024 TACP.

Paris, 22 May 2025



Mr. Philippe Cavalieros
AHO