

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

TENNIS ANTI-CORRUPTION PROGRAM
(the "TACP")

Alexis Musialek ("Player")

and

International Tennis Integrity Agency
(the "ITIA")

Representing the Player: Mr ██████ Dassa -Le Deist

Representing the ITIA: Mr Matthieu Baert

Anti-Corruption Hearing Officer: Raj Parker ("the AHO")

Disposition Summary

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

- a) The Player, as defined in Section B.10. of the TACP, is found to have committed Corruption Offenses under:
 - i. Sections D.1.d. and D.1.b. of the 2016, 2017 and 2018 TACP ;
 - ii. Sections D.1.f of the 2016,2017 and 2018 TACP;
 - iii. Sections D.2.a.1 of the 2016,2017 and 2018 TACP;
 - iv. One offence under section F.2.b of the 2018 TACP;
 - v. One offence under D.1.e 2018 TACP and;
 - vi. One offence under F.2.c of the 2018 TACP.
- b) For these breaches of the TACP the Covered Person is declared ineligible from Participation in any Sanctioned Event permanently in accordance with Section H.1.a.(ii).
- c) 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.
- d) The period begins on 5 August 2023.
- e) This Decision shall be publicly reported in full as prescribed in Section G.4.e. of the 2022 TACP.
- f) Under Section H.1.a.(i) a fine of US\$50,000 under a payment plan to be agreed is imposed.
- g) 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 1.4. of 20 Business Days from the date of receipt of the Decision by the appealing party.
- h) Under Section 1.2. of the 2022 TACP the suspension ordered herein shall remain in effect while under appeal unless CAS orders otherwise.

Introduction

1. By a letter dated 10 January 2023 the Player, a French professional tennis player, received a Notice of specific Corruption Offenses the ITIA alleged he had committed. The letter included the facts relied on which gave rise to the alleged Corruption Offenses, the potential sanctions that applied and notice of his right to have the matter determined by the AHO at a hearing.
2. The Player denied all the Offenses and elected to have a hearing. The hearing took place in person in London, and by video link (for one witness) on 19 July 2023. English/French simultaneous translation was available and utilised.
3. The proceedings are governed by the 2016, 2017, 2018 Tennis Anti-Corruption Programs (“TACP Programs”) as the alleged Corruption Offenses occurred in those years. The 2023 Program contains the procedural rules applicable to the proceedings.
4. The ITIA set out the particular offences the Player is alleged to have committed as follows:
 - i) Three alleged breaches of section D.1.d of the 2016 TACP by contriving or attempting to contrive the outcome and/or an aspect of an Event;
 - ii) One alleged breach of section D.1.d of the 2017 TACP by contriving or attempting to contrive the outcome and/or an aspect of an Event;
 - iii) Four alleged breaches of section D.1.d of the 2018 TACP by contriving or attempting to contrive the outcome and/or an aspect of an Event;
 - iv) One alleged breach of section D.1.e of the 2018 TACP by soliciting or facilitating a player to not use his or her best efforts in an Event;
 - v) Three alleged breaches of section D.1.b of the 2016 TACP by contriving the outcome and/or aspects of the Events in order to facilitate betting on those Events;
 - vi) One alleged breach of section D.1.b of the 2017 TACP by contriving the outcome and/or aspects of the Events in order to facilitate betting on those Events;
 - vii) Five alleged breaches of section D.1.b of the 2018 TACP by contriving the outcome and/or aspects of the Events in order to facilitate betting on those Events;
 - viii) Three alleged breaches of section D.1.f of the 2016 TACP by receiving payments for contriving the outcome and/or aspects of the Events;
 - ix) One alleged breach of section D.1.f of the 2017 TACP by receiving payments for contriving the outcome and/or aspects of the Events;
 - x) Five alleged breaches of section D.1.f of the 2018 TACP by receiving payments for contriving the outcome and/or aspects of the Events;
 - xi) Three alleged breaches of section D.2.a.i of the 2016 TACP by failing to report the approaches made to you by an organized criminal network to contrive aspects of the Events.
 - xii) One alleged breach of section D.2.a.i of the 2017 TACP by failing to report the approaches made to you by an organized criminal network to contrive aspects of the Events.

- xiii) Six alleged breaches of section D.2.a.i of the 2018 TACP by failing to report the approaches made to you by an organized criminal network to contrive aspects of the Events.
 - xiv) One alleged breach of section F.2.b of the 2018 TACP by not fully cooperating with investigations conducted by the TIU (now ITIA).
 - xv) One alleged breach of section F.2.c of the 2018 TACP by not furnishing to the TIU (now ITIA) all objects or information regarding the alleged Corruption Offense.
5. The ITIA specifies that 39 alleged breaches arose during nine fixed matches during the years 2016, 2017 and 2018, with an additional corrupt approach that was not reported with regards to a tenth match and two charges relating to an act of non-cooperation and the non-furnishing of evidence.

Sanctions

6. The ITIA set out the sanctions which it submits are applicable if the charges were proven as follows:

Section H of the 2023 Program provides in relevant part:

“[T]he penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:

H.1.a. ... (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years unless permitted under section H.1.c, and (iii) with respect to any violation of Section D.1., clauses (c)-(p), Section D.2. and Section F. ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.”

The exception in Section H.1.c that is referred to relates only to being allowed to attend an Event “for the purpose of any authorized anti-gambling or anti-corruption education or rehabilitation program organized or sanctioned by that Governing Body.”

Therefore, your potential sanction under Section H.1.a is permanent ineligibility (i.e. a lifetime ban), a \$250,000 fine and repayment of any corrupt payments you may have received

The Tennis Integrity Supervisory Board has issued a set of Sanctioning Guidelines. In accordance with these Sanctioning Guidelines if your case were to proceed to a hearing it may be categorized as A.1 which has a starting point of permanent ineligibility and a potential fine in this context of up to \$75,000 in addition to repayment of any corrupt payments you may have received.

Procedural history

- 7. All parties agreed the Procedural Timeline and agreed the date of the in-person Hearing.
- 8. It was determined that the ITIA was to disclose its submissions, all the documents on which it sought to rely on in these proceedings or which were otherwise relevant, and the list of witnesses and the witness statements by 7 April 2023.

9. The ITIA provided a file containing 3,656 documents, including witness statements from Karen Risby (ITIA investigator), Mark Swarbrick (ITIA Betting Liaison Officer), Steve Downes (ITIA Analyst) and Zoran Preradovic (ITIA Analyst).
10. Karen Risby gave live evidence at the hearing for the ITIA and █████ █████ gave evidence on behalf of the Player by video link. The Player also gave live evidence in person and addressed the AHO at various times, including in a closing statement.

JURISDICTION AND APPLICABLE LAW

11. There was no dispute that the Player was bound to comply with the TACP at the times the alleged breaches took place, and he is, therefore, subject to the jurisdiction of the AHO as prescribed by the TACP.
12. The Notice of Charges is dated 10 January 2023, and therefore TACP 2023 is applicable for all procedural matters.
13. The Player is a French professional player with an ATP ranking of 1072 (singles) and 1278 (doubles). The Player has an ITF ranking of 354 and career-high ATP singles ranking of 255. The Player last competed in the █████ Event that took place in █████ between █████ October and █████ October 2022.
14. In order to compete in professional ITF tournaments, players must register to obtain an ITF International Player Identification Number (IPIN). When registering, players confirm their agreement to the Player Welfare Statement and to adhere to the relevant rules, which expressly include the TACP. Players endorse this Player Welfare Statement on an annual basis. The Player last endorsed the Player Welfare Statement on 1 July 2022.
15. The Player has confirmed that he is no longer engaged in playing professional tennis and has trained as a coach.
16. The Player is a ‘Covered Person’ within the meaning of sections B.27 and B.10 of the TACP and bound to comply with the TACP. No issues have been raised in relation to the Charges being determined in accordance with the terms of the TACP, nor the appointment of the AHO. The Player has submitted to the AHO’s jurisdiction.
17. According to article K.2 TACP 2023, the TACP is governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, USA without reference to conflict of laws principles. In article G.3.d TACP 2023, there is an exception to the application of the Florida law under the TACP which relates to the admissibility of evidence.¹

BURDEN AND STANDARD OF PROOF

18. Article G.3.a of the TACP 2023 provides as follows:

“The ITIA (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense had been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.”

¹ Article G.3.d TACP2023 states: ‘The AHO shall not be bound by any jurisdiction’s judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.’

19. The CAS Panel in the case of *Daniel Köllerer v. Association of Tennis Professionals et al.* noted that the standard of preponderance of evidence is met if:

“the proposition that the Player engaged in attempted match-fixing is more likely than not to be true”².

20. As a reference point, this standard is the equivalent of the English law “*balance of probabilities*” test and the AHO applies this standard of proof to each of the charges.

The parties’ submissions in summary

ITIA submissions

21. Most of the evidence is based on the criminal investigations that have occurred in Belgium and France, and the betting alerts and evidence from betting operators provided to the ITIA.
22. Those two sources are independent of each other and when the information coincides it is powerful evidence against the Player.
23. All of the charges can be linked to the criminal network and operation of ██████████ ██████████ whose activities have featured in a number of ITIA sanction decisions. Between 2014 and 2018 Belgian law enforcement authorities carried out investigations into a suspected organized criminal network that authorities believed to be operating to fix tennis matches worldwide. The French law enforcement authorities, in cooperation with the Belgian law enforcement authorities, also conducted an investigation.
24. The ITIA was granted access to certain evidence collated by the Belgian and French authorities in 2020. This included: transcripts of interviews, the content of forensic downloads of mobile telephones and records of money transfers. From the evidence collated, at the centre of the suspected organized criminal network is ██████████ ██████████ who is also referred to as “██████████” (“██████████ and ██████████ in Telegram communications. ██████████ would communicate with corrupt tennis players (sometimes directly and sometimes through another individual) to make arrangements to fix tennis matches. ██████████ also used a network of associates to ensure that players were paid for any successful match-fixing arrangements via international money transfer companies, including MoneyGram, Skrill and Neteller or arrangements would be made in person, especially in corruption involving French tennis players.
25. One of ██████████ associates involved in the payment of players is known to be an individual called ██████████ (“██████████ The Belgian police found that ██████████ has sent transferred over US\$9million in the period between 21/06/2016 and 3/03/2018 from only one Skrill-account. This sum was used, in part, to pay corrupt tennis players in cash.
26. A Belgian court in Oudenaard recently sentenced ██████████ to five years in prison. In addition to other defendants, seven Belgian tennis players were convicted of criminal offences. Apparently, the Belgian public prosecutor decided only to charge Belgian tennis players so as not to overload the Belgian proceedings, although a number of players of other nationalities were also part of ██████████ criminal operation.
27. During a house search four mobile phones were discovered which formed the basis of the investigation and led to further investigations taking in place in Egypt, France, Germany, USA, Slovakia and the UK.

² 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.

28. The ITIA alleged this might only be the tip of the iceberg as further mobile devices were thought to exist and much communication concerning match fixing was conducted on 'Telegram' which auto deleted communication history.
29. In addition, several French tennis players³ during the course of the criminal investigations made admissions and gave detailed explanations about the *modus operandi* of the criminal operation of [REDACTED]. The fact that certain tennis players, mainly western-European tennis players, were paid in person in cash, has been confirmed by several tennis players who have admitted to fixing matches with [REDACTED] and his network.⁴
30. A note was found in the phone of [REDACTED] which indicates that the Player also had meeting in Gare du Nord with [REDACTED]. It is to be inferred that he also used this way of being paid.
31. The extent of the Player's involvement is revealed by the evidence in support of the large number of offences that have been charged and a sanction of a lifetime ban and a fine of US\$75,000 should follow.
32. There are also charges relating to non-cooperation and non-provision of evidence which should attract a sanction close to what would have been revealed to be further match fixing offences.
33. Whether a player is successful in fixing a match is not necessary to establish where there is proof of attempting to contrive the outcome. The sport must be vigilant to protect itself from conduct which undermines its integrity in this way. In view of the extent of the charges against the Player, if proven, any sanction short of a lifetime ban and a fine at the level sought would not have the deterrent effect that is required to make players aware that it is not worth the risk.

Player submissions

34. The Player completely denies any involvement in match fixing as alleged or at all. He also denies the charges relating to non-cooperation and the non-provision of evidence. The Player argued that he should be given the benefit of any doubt and he did not have to prove anything.
35. The Player finds himself in an acutely difficult position, having been charged with offences which question his honesty and his integrity and where the sanction sought would have such a profound effect on his tennis and his life.
36. The evidence is not beyond dispute or unquestionable and the sanction sought by the ITIA is completely disproportionate.

³ Including Messrs [REDACTED], [REDACTED], [REDACTED], [REDACTED] and [REDACTED]

⁴ [REDACTED], a French tennis player: "I remember having appointments with [REDACTED] on 03/09/2017 at the Brasserie, on 16/10/2018 at the Gare du Nord in Paris, on 17/01/2018 at the Brasserie... He gave me a few times some money he owed me. He gave me a total of 500 euros in cash"; [REDACTED], [REDACTED] « Question : When did you first meet [REDACTED] and on what occasion?

Answer: I don't know exactly but I would say at the end of 2017. We used to meet at Gare du Nord and he used to give us envelopes with our money. The first time it was [REDACTED] who introduced me to him. He would meet the players in a bistro next to the Gare du Nord and we would come individually. In general, we met quickly after a competition for payment."; [REDACTED], [REDACTED] « _With regards to [REDACTED] I met him once in Belgium at his request and once with [REDACTED] at Gare du Nord and once at Charles De Gaulle airport to collect envelopes"; [REDACTED], [REDACTED] "As I could not go to the appointment myself because I was playing a tournament at that time, I asked [REDACTED] to go and collect the money. ...

He gave [REDACTED] between 2,00 and 3,000 euro for the fixed matches that I mentioned earlier. ... I think he had also made an appointment with other players to give them money. In any case, he told me that he could not have that much money in his pocket. The payment was always in cash, never through a money or wire transfer."

37. The case brought by the ITIA consists of probabilities, deductions, calculations, and inferences that the Player may have contributed to fixing matches, but there is no actual proof.
38. There is no actual proof to link █████ to the Player. There was a French investigation with which the Player cooperated which brought no charges against the Player in 2016.
39. Suspicions cannot amount to proof of charges especially in relation to the charges in which he played doubles matches, where there was no proof that he contributed to losing a point or a game.
40. There is no evidence that the Player has received any payment. There are no bank transfers in evidence or any proof that he has received any financial advantage. The Player handed over his phone and his bank account details to the ITIA and nothing incriminating was found.
41. As to the admissions of French tennis players like █████ █████, this is not good evidence against the Player as their word cannot be trusted.
42. All of the charges should therefore be dismissed.
43. The AHO notes that there were some further procedural arguments raised by the Player in written submissions which were not fully maintained by his counsel at the hearing⁵. The AHO has considered them nonetheless and is satisfied that they are each without merit. The documents from the Belgian trial have been admitted and the AHO is satisfied that there has been no breach of the Player's right to a fair trial.
44. In addition, no challenge was made to the *modus operandi* of █████ and his criminal network or the witness statements put forward by the ITIA, save for Ms Risby.

Approach to the evidence

45. A large amount of evidence was filed in support of the ITIA's case, the AHO is satisfied that this was done not only to support the ITIA's case, but also to provide information so that the Player could understand the context and follow up on any lines of enquiry that might have assisted his case. In addition to Ms Risby, the Player gave evidence himself and called █████ █████ to give evidence. Mr █████ also denied any involvement in match fixing.
46. The AHO has considered all the comprehensive relevant evidence and all of the arguments. The evidence and arguments referred to below are those which the AHO considered to be the most important to the fair disposition of the charges brought in this matter.
47. The AHO bears in mind that whilst 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.⁶ That is, that '*it is more likely than not*' that the Corruption Offense has been committed.⁷
48. The AHO has been careful to give the Player the benefit of the doubt and has considered each charge individually and each of the arguments he has raised in answer. The AHO has applied a

⁵ The ITIA's right to use documents from the criminal proceedings and related arguments of admissibility; the breach of a right to a fair trial in relation to the volume of material produced and the time afforded to the Player to consider it; the Player's lack of access to the French and Belgian criminal files.

⁶ See decision of AHO Richard McLaren *ITIA v Baptiste Crepatte* dated 19 April 2023

⁷ See *Köllerer v. ATP, WTA, ITF & Grand Slam Committee CAS 201 1/A/2490* dated 23 March 2012; *Bracciali v. PTIOs CAS 2018/A/6048* dated 15 August 2022

careful analysis as to whether there is a plausible innocent explanation for the relevant facts in respect of each charge, whether arising out of coincidence, chance or otherwise.

Determination

49. The two essential issues that arise are whether the Player, as the ITIA alleges, was involved in [REDACTED] criminal enterprise and whether each of the allegations in the charges which set out the nature and extent of his involvement is proven. The Player's case is that there is insufficient proof of either issue.

Did the Player take part in [REDACTED] criminal enterprise

50. When the Player was interviewed by investigators from the TUI (now ITIA) on 15 May 2018 in the Meeting Room of the Starlight Hotel in Antalya Turkey from 12.48 P.M. local time to 1.49 P.M. local time he was asked to disclose his telephone numbers to which he answered: "Telephone number is [REDACTED] He also handed over his iPhone to the investigators. However, the AHO is satisfied that this was not his only phone.
51. The AHO is satisfied that a different phone number [REDACTED] (Telegram ID [REDACTED], which is to be attributed to the Player, was found to have been stored in the contacts of one of [REDACTED] mobile devices as "Muse.fr" and was found on a written note next to the name "Muse" during a search in [REDACTED] home together with a list of other phone numbers of corrupt players who worked with [REDACTED]. The phone numbers of these corrupt players were also stored in the contacts of [REDACTED] mobile devices under similar shortened names to those in the Player's mobile device. The shorthand references are not merely coincidental names or people impersonating a player's identity.
52. For example, Mr [REDACTED] said in his admissions that his phone was stored as [REDACTED] FR in [REDACTED] contacts and he believed [REDACTED] FR was [REDACTED]. The shortened forms of names stored by [REDACTED] are sufficiently similar to *Muse.fr* to provide strong supporting evidence that *Muse.fr* is indeed the Player. The Player's number was also stored in [REDACTED] contacts as 'La Muse'.
53. There is other supporting evidence from [REDACTED] [REDACTED] who stated in his interview that *Muse* was the nickname for Alexis Musialek⁸. His number is saved in his contacts as 'La Muse'. Moreover, in the Player's interview with the French police on 18 May 2015, he himself acknowledged the nickname⁹.
54. Moreover, a telling communication was found between [REDACTED] and the above-mentioned number on 21 and 22 May 2018 (a few days after the Player's interview with the TIU referred to above). The communication with [REDACTED] was as follows :

"MUSE.FR: I was interviewed by TIU

MUSE.FR: Last week

MUSE.FR: 3 matches

[REDACTED] Yes

[REDACTED] [REDACTED] has told me

[REDACTED] It is the time

MUSE.FR: I gave them my tel

MUSE.FR: Perso

⁸ "Q: Do you know [REDACTED] [REDACTED] F.A. [REDACTED] [REDACTED] [REDACTED] and Muse?

A: Yes, I know all of them, we play tennis together since the age of ten, so we all know one another. (...) I know Muse, his real name is MUSIALEK Alexis"

⁹ "I have many nicknames: in the States I am called Frenchie, my friends call me Polak because I am Polish by origin, Toro because where I live there is a corrida, Musi, la Muse all depending whom I am with."

61. There are manuscript notes of [REDACTED] which show there were amounts owing to 'Muse' and a meeting at McDonald's at the Gard du Nord, from which it can be fairly inferred the Player was paid in cash¹².
62. There is evidence to show that [REDACTED] and the Player talked about [REDACTED] [REDACTED] and [REDACTED] asked the Player to find other interested people¹³.
63. From this evidence, the AHO is left in no doubt that the Player was very much involved in [REDACTED] criminal network and was in communication with [REDACTED] and others on a regular basis. There is no evidence to support a case of mistaken identity or coincidence. The evidence all points towards the Player's involvement and complicity in [REDACTED] network.

Did the Player, as alleged in the charges, fix or attempt to fix matches, solicit another to do the same, fail to cooperate with the ITIA and fail to report corrupt approaches

64. It is necessary to examine each match and the conduct alleged in a little detail.
 65. As a general matter if there is good evidence that there was a planned fix it is not necessary for the ITIA to prove that this was in fact carried out for an offence under D.1d of the TACP to have been committed. A Player can be liable for attempting to contrive the outcome or an aspect of a match if this is proven to be more likely than not.
 66. In addition, if there is no direct evidence on each factual element of the individual charges, the AHO may consider other evidence to show there has been direct contact (references to account balances and payments, meeting places and the like) to draw adverse inferences where it is fair to do so. Circumstantial evidence may meet the standard of the preponderance of evidence required by Section G.3.a of the 2023 TACP if it is strong enough. Corruption is by its nature conduct which parties try to conceal so that no detailed trail of each and every communication and action of wrongdoing is to be found.
- A) Charges concerning the match of [REDACTED] Belgium [REDACTED] Men's [REDACTED] [REDACTED] round, [REDACTED] v. MUSIALEK/[REDACTED] (match 1)**
67. [REDACTED] won the match [REDACTED] [REDACTED] Mr Musialek and Mr [REDACTED] lost this match. From the scorecard it appears [REDACTED] [REDACTED] [REDACTED] was made in each set by Mr [REDACTED]. The match commenced at [REDACTED] and concluded at [REDACTED] local time.
 68. The AHO finds that the Player is in breach of :
 - a) Section D.1.d of the 2016 TACP, (*contriving or attempting to contrive the outcome or any other aspect of the match*).
 - b) Section D.1b of the 2016 TACP, (*soliciting or facilitating another to wager on the outcome or any other aspect of the match*)
 - c) Section D.1.f of the 2016 TACP, (*soliciting or accepting money with the intention of negatively influencing his best efforts in the match*)

[REDACTED] 'Bagat [REDACTED] (21/05/2017 - 05:37:57)

[REDACTED] 'I get up I have a cracked screen' (21/05/2017 - 05:39:12)

[REDACTED] 'But hey you can buy 8 tonight' (21/05/2017 - 05:39:36)

[REDACTED] are waiting for the [REDACTED] envelope' (22/05/2017 - 20:29:35) (sic: One of [REDACTED] alias is [REDACTED])

[REDACTED] 'the envelope I would use it to buy a car' (22/05/2017 - 20:30:32)

[REDACTED] 'Finished doing 2 hours of metro per day' (22/05/2017 - 20:30:44)''

¹² Belgian police report 13573/2018 and the Belgian police report [REDACTED] / [REDACTED]

¹³ Belgian police report [REDACTED],

d) Section D.2.a.i of the 2016 TACP, (*not reporting a corrupt approach*)

69. The AHO accepts the following evidence.
70. A betting alert confirmed suspicious bets were placed. Mark Swarbrick states that the bets were deemed highly suspicious. The accounts bet on the significant underdogs ██████████ at a price of 4 which equates to them having a 25% chance of winning the event. To see such action on a minor match at this level prior to the event starting is very unusual. The bets were placed just 2 minutes apart, with it being the first bet for account 1 and just the second for account 2 since opening of the accounts.
71. Both accounts were opened and registered with addresses in Brazil and both accounts were inactive for a couple of days before any betting activity. Noteworthy is also the fact that both accounts placed bets in GBP, which raises red flags since the accounts are registered in Brazil. The bets were successful.
72. The AHO is satisfied the match was fixed. Both the Player and ██████████ were in ██████████ network.
73. Although the Player was not responsible for the double faults (his partner ██████████ served them) it is to be inferred in all the circumstances that he was aware that the match was fixed, that he participated in it and failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.
74. The AHO accepts the ITIA submission that the fact that Mr ██████████ said to the French authorities that he did not tell a teammate when he was engaged in match fixing is hardly surprising given that his team mate would have to report that to the ITIA.
75. The AHO does not find it plausible that both players would not have been well aware of the fix and the terms of it because that would ensure the outcome required.
76. There is in addition an exchange between ██████████ and Mr ██████████ that shows both players had been approached together to potentially fix a match (match 10-see below) and the phrase 'they don't want' is used by Mr ██████████ indicating a joint approach was made to the same players, albeit in another match.

**B) Charges concerning the match of ██████████.10.2016 Italy ██████████ Men's ██████████ ██████████
██████████ v. ██████████ MUSIALEK (match 2)**

77. These charges relate to a match between the Player partnering with ██████████ against ██████████ and ██████████ on ██████████ October 2016 at an ██████████ tournament in Italy.
78. Musialek/██████████ won the match ██████████ ██████████. The match commenced at ██████████ and concluded at ██████████:██████████ local time.
79. The AHO finds that the Player is in breach of:
 - a) Section D.1.d of the 2016 TACP, (*contriving or attempting to contrive the outcome or any other aspect of the match*).
 - b) Section D.1b of the 2016 TACP, (*soliciting or facilitating another to wager on the outcome or any other aspect of the match*)
 - c) Section D.1.f of the 2016 TACP, (*soliciting or accepting money with the intention of negatively influencing his best efforts in the match*)
 - d) Section D.2.a.i of the 2016 TACP, (*not reporting a corrupt approach*)

80. The AHO accepts the following evidence.
81. The witness statement of Steve Downes showed two screenshots of the website [REDACTED] on the phone of [REDACTED] regarding this match.
82. [REDACTED] supplied bet data from this match to the ITIA and alerted the ITIA to suspicious bets placed on Set [REDACTED] Game [REDACTED] [REDACTED] bets were placed, betting on ‘[REDACTED] to win the [REDACTED] game. The bettors were linked to [REDACTED] network.
83. The scorecard shows that the Player was serving in his first service game (the [REDACTED] game) and it was indeed won by the opponents. The Player served two double faults in this specific game, having served no other double faults in the rest of the match.
84. The AHO is satisfied that the match was fixed and that the Player contrived the outcome of the [REDACTED] game of the first set on his serve in accordance with the fix.
85. It follows that the Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.
86. The bets were placed after the commencement of the match and so the criminal network were able to identify the service game which was fixed.
- C) Charges concerning the match of [REDACTED].11.16 [REDACTED] [REDACTED] France, Men’s [REDACTED] [REDACTED] round, [REDACTED] v. [REDACTED] MUSIALEK (match 3)**
87. These charges relate to a match between the Player partnering with [REDACTED] against [REDACTED] and [REDACTED] on [REDACTED] November 2016 at an [REDACTED] tournament in France.
88. Musialek/[REDACTED] won the match [REDACTED] [REDACTED] and [REDACTED]. The match commenced at [REDACTED] and concluded at [REDACTED] local time.
89. The AHO finds that the Player is in breach of:
- a) Section D.1.d of the 2016 TACP, (*contriving or attempting to contrive the outcome or any other aspect of the match*).
 - b) Section D.1b of the 2016 TACP, (*soliciting or facilitating another to wager on the outcome or any other aspect of the match*)
 - c) Section D.1.f of the 2016 TACP, (*soliciting or accepting money with the intention of negatively influencing his best efforts in the match*)
 - d) Section D.2.a.i of the 2016 TACP, (*not reporting a corrupt approach*)
90. The AHO accepts the following evidence.
91. The ITIA had been alerted to this match by the UK Gambling Commission. There are suspicious betting reports from two betting operators.
92. Ms Risby explains in her statement that this match received interest from [REDACTED] with at least six screenshots saved on one of his phones. The Belgian criminal file under report [REDACTED] also shows several screenshots by [REDACTED] of this match. One of these is a communication which shows payments intended for both players “1500 [REDACTED] 1500 for Muse”
93. According to [REDACTED]. [REDACTED] both the Player and [REDACTED] had been part of [REDACTED] network.

94. The AHO is satisfied the match was fixed. The Player failed to report a corrupt approach. It is also to be inferred that he solicited money for this conduct, even though he may not have been paid.
95. Notwithstanding that some of the results were not in line with the bets, taking in account the *modus operandi*, and the evidence referred to above, the AHO is satisfied that an arrangement with the Player was made and for unknown reasons, could not be executed.
96. Mark Swarbrick, in his witness statement says:

*“Reasons for the bets losing with such confidence shown could be:
1/ misunderstanding between the players and corruptors about what is being bet
2/ injury sustained in the match by opposition
3/ match fix isn’t carried out or cancelled after bets placed.”*

D) Charges concerning the match of [REDACTED].07.2017 [REDACTED] Belgium [REDACTED] Men’s [REDACTED] [REDACTED], MUSIALEK/[REDACTED] v. [REDACTED] (match 4)

97. These charges relate to a match between the Player partnering with [REDACTED] against [REDACTED] and [REDACTED] on [REDACTED] July 2017 at an [REDACTED] in Belgium. [REDACTED] won the match [REDACTED] [REDACTED]. This match commenced at [REDACTED] and concluded at [REDACTED] local time.

98. The AHO finds that the Player is in breach of:

- a) Section D.1.d of the 2017 TACP, (*contriving or attempting to contrive the outcome or any other aspect of the match*).
- b) Section D.1b of the 2017 TACP, (*facilitating another to wager on the outcome or any other aspect of the match*)
- c) Section D.1.f of the 2017 TACP, (*accepting money with the intention of negatively influencing his best efforts in the match*)
- d) Section D.2.a.i of the 2017 TACP, (*not reporting a corrupt approach*)

99. The AHO accepts the following evidence.

100. The Belgian police report [REDACTED] mentions this match (n° [REDACTED] as suspicious.

101. The following message was sent between [REDACTED] and an accomplice on [REDACTED] July 2017, just when the match commenced:

‘Musialek [sic] is not available’.

102. In evidence the Player said he was never available because everyone knew that he was clean.

103. In light of the AHO’s findings in this case, the AHO does not think it is credible that it can mean the Player would never accept corrupt approaches to fix matches. The AHO accepts that this sentence is likely to mean that the betting operators are not offering the match or that the betting odds are not good.

104. Multiple screenshots were found of this match on one of [REDACTED] mobile devices.

105. The scorecard shows five double faults in total were served by the Player and Mr [REDACTED] Mr [REDACTED] served three. The Player served [REDACTED] double faults, one in the [REDACTED] game of the [REDACTED] set and one in the [REDACTED] game of the [REDACTED] set.

106. The AHO is satisfied the match was fixed.
107. It is to be inferred that the Player agreed to fix the match.
108. The Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.
- E) Charges concerning the match of [REDACTED].01.18 Spain [REDACTED] Men's [REDACTED] MUSIALEK/[REDACTED] v. [REDACTED] (match 5)**
109. These charges relate to a match between the Player partnering with [REDACTED] against [REDACTED] and [REDACTED] on [REDACTED] January 2018 at an [REDACTED] tournament in Spain. [REDACTED] won the match [REDACTED]. The match commenced at [REDACTED]:[REDACTED] and concluded at [REDACTED]:[REDACTED] local time.
110. The AHO finds that the Player is in breach of:
- a) Section D.1.d of the 2018 TACP, (*contriving or attempting to contrive the outcome or any other aspect of the match*).
 - b) Section D.1b of the 2018 TACP, (*facilitating another to wager on the outcome or any other aspect of the match*)
 - c) Section D.1.f of the 2018 TACP, (*soliciting money with the intention of negatively influencing his best efforts in the match*)
 - d) Section D.2.a.i of the 2018 TACP, (*not reporting a corrupt approach*)
111. The AHO accepts the following evidence.
112. The Belgian police report [REDACTED] names this match (n° [REDACTED] as suspicious. A screenshot was found on one of [REDACTED] mobile devices of multiple betting slips for this match. The ITIA identified four betting slips from [REDACTED] five betting slips from [REDACTED] four betting slips from [REDACTED] three betting slips from [REDACTED] and one betting slip from [REDACTED] on the screenshot. From some of the betting slips it can be identified that bets were placed for this match on "[REDACTED] – 2", Italian for "match winner – 2", which indicates that a bet was made on [REDACTED] to win the match.
113. The multi-bet slip contains not only this match, but also the following match:
- [REDACTED] Futures – [REDACTED] v. [REDACTED] dd. [REDACTED]
114. The betting slip shows that a bet was made on [REDACTED] to win the match. It should be noted that it has been established in the Belgian investigation that [REDACTED] has cooperated with [REDACTED] and received several money transfers from the criminal network.
115. The fact that the betting slip shows a multi bet and it has been established that another tennis player of the second match was involved with [REDACTED] makes it highly likely that [REDACTED] was in contact with one or several tennis players participating in the other match since a multi-bet is only successful when both bets succeed.
116. The AHO is satisfied the match was fixed.
117. It is to be inferred that the Player agreed to fix the match.
118. The Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.

F) Charges concerning the match of [REDACTED].02.18 Egypt [REDACTED] Men's [REDACTED] [REDACTED] [REDACTED] MUSIALEK v. [REDACTED] (match 6)

119. These charges relate to a match between the Player partnering with [REDACTED] against [REDACTED] and [REDACTED] on [REDACTED] February 2018 at an [REDACTED] [REDACTED] tournament in Egypt.

120. Musialek/[REDACTED] won [REDACTED]. The Player and Mr [REDACTED] lost the [REDACTED] set in which Mr [REDACTED] served one double fault in the [REDACTED] game and the Player one double fault in the [REDACTED] and [REDACTED] game of this [REDACTED] set. The match commenced at [REDACTED]:[REDACTED] and concluded at [REDACTED]:[REDACTED] local time.

121. The AHO finds that the Player is in breach of:

- a) Section D.1.d of the 2018 TACP, (*contriving or attempting to contrive the outcome or any other aspect of the match*).
- b) Section D.1b of the 2018 TACP, (*facilitating another to wager on the outcome or any other aspect of the match*)
- c) Section D.1.f of the 2018 TACP, (*soliciting money with the intention of negatively influencing his best efforts in the match*)
- d) Section D.2.a.i of the 2018 TACP, (*not reporting a corrupt approach*)

122. The AHO accepts the following evidence.

123. A screenshot was found on one of the phones of [REDACTED] of a Telegram message from Mr Musialek stating "Muse : Ok perfect".

124. Additionally, on the same day and immediately after the match and after the screenshot was modified (presumably saved), it appears from the Belgian criminal file that a note was inserted on one of the phones of [REDACTED] with the words: "Muse 0:0", which appears, from the criminal file, to refer to an amount of money owed by or to Mr Musialek from [REDACTED]

125. The AHO is satisfied the match was fixed.

126. It is to be inferred that the Player agreed to fix the match. The Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.

G) Charges concerning the match of [REDACTED].04.18 Turkey [REDACTED] Men's [REDACTED] [REDACTED] [REDACTED] /MUSIALEK v. [REDACTED] [REDACTED] (match 7)

127. These charges relate to a match between the Player partnering with [REDACTED] against [REDACTED] and [REDACTED] [REDACTED] on [REDACTED] April 2018 at an [REDACTED] [REDACTED] tournament in Turkey. Musialek/[REDACTED] won [REDACTED] [REDACTED] [REDACTED]. The match commenced at [REDACTED]:[REDACTED] and concluded at [REDACTED]:[REDACTED] local time.

128. The AHO finds that the Player is in breach of :

- a) Section D.1.d of the 2018 TACP, (*contriving or attempting to contrive the outcome or any other aspect of the match*).
- b) Section D.1b of the 2018 TACP, (*facilitating another to wager on the outcome or any other aspect of the match*)
- c) Section D.1.f of the 2018 TACP, (*soliciting money with the intention of negatively influencing his best efforts in the match*)
- d) Section D.2.a.i of the 2018 TACP, (*not reporting a corrupt approach*)

129. The AHO accepts the following evidence.
130. The Belgian police report [REDACTED] names his match (n° [REDACTED] as suspicious.
131. A screenshot from the ITF App was found on one of [REDACTED] mobile devices. This screenshot mentions three tennis matches, among which is this match.
132. Additionally, a screenshot of a betting receipt from the Italian Bookmaker [REDACTED] dated 12 April at 11:06hrs had been found by the Belgian investigators on one of [REDACTED] mobile devices, including a bet on this match. This screenshot was created or copied at 9:59 UTC on the day of the match. This particular match winner selection is [REDACTED] [REDACTED] [REDACTED] with Musialek and [REDACTED] losing the match.
133. It may be reasonably inferred that all three matches were subject of agreements between one or more players and [REDACTED] organised criminal network, as two players involved in the other two matches are either banned or the subject of criminal proceedings for match-fixing offenses. Mr [REDACTED] has admitted to match-fixing in cooperation with [REDACTED] Ms [REDACTED] was found guilty of match-fixing in cooperation with [REDACTED] and was given a lifetime ban in 2020 for match fixing between 2015-2019. The bets involving Ms [REDACTED] and Mr [REDACTED] were successful, however the bet involving the player was not. However a screenshot saved on [REDACTED] phone as well as a betting slip showing that bets has been placed on this match, is sufficient to infer that an agreement was made between the Player with [REDACTED] to fix this match.
134. The AHO is satisfied the match was fixed. It is to be inferred that the Player agreed to fix the match and attempted to contrive the outcome which may not have been successful.
135. The Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.

H) Charges concerning the match of [REDACTED].04.18 Turkey [REDACTED] Men's [REDACTED] [REDACTED] Round, [REDACTED] MUSIALEK v. [REDACTED] (match 8)

136. These charges relate to a match between the Player partnering with [REDACTED] against [REDACTED] and [REDACTED] on [REDACTED] April 2018 at an [REDACTED] tournament in Turkey. [REDACTED] won [REDACTED] [REDACTED] [REDACTED]. The match commenced at [REDACTED] and concluded at [REDACTED] local time.
137. The AHO finds that the Player is in breach of:
 - a) Section D.1.d of the 2018 TACP, (*contriving or attempting to contrive the outcome or any other aspect of the match*).
 - b) Section D.1b of the 2018 TACP, (*facilitating another to wager on the outcome or any other aspect of the match*)
 - c) Section D.1.f of the 2018 TACP, (*soliciting money with the intention of negatively influencing his best efforts in the match*)
 - d) Section D.2.a.i of the 2018 TACP, (*not reporting a corrupt approach*)

138. The AHO accepts the following evidence:
139. Two screenshots of this match were found on one of [REDACTED] mobile devices, saved or created at 9:21 and 9:36 respectively, indicating [REDACTED] interest in this match.
140. The ITIA had also received a match alert from Sportradar on 16 April 2018 reporting suspicious betting for Musialek and [REDACTED] to lose the [REDACTED] set, which they indeed did.

The report stated:

“There was a suspicious level of betting observed for ██████████ / Alexis Musialek to lose the first set. To clearly illustrate the illogical nature of the one-sided betting preference witnessed, it should be noted that a highly irregular 97% of the sum of all requested wagers in the ‘Who will win the set?’ market across Sportradar’s Account Monitored bookmakers was for this specific outcome. Furthermore, concerns are further heightened when comparing this figure with the total turnover from all requested bets across all markets for the match, with 78% having been placed solely on this outcome. Simply, to observe such a large proportion of betting interest attributed to this specific result provides clear indications that bettors were specifically targeting this market with prior knowledge of the outcome of this particular set.

Legitimate sporting factors, such as match action and injury are unable to be used as mitigation for this unusual and concerning betting activity. Given that a high proportion of the attempted wagers were requested during the first 20 minutes of the contest, the fact that the opening games were relatively even and actually favoured ██████████ / Alexis Musialek in terms of points won only serves to heighten concerns regarding the persistent betting activity for this pairing to lose the opening set. In addition, with the absence of any indication of an injury for either player during this time period, the data portrayed here strongly suggests that bettors were not reacting to events unfolding on the court of play.

Overall, after analysis of all relevant sporting factors and given the targeted nature of the betting observed, it can only be concluded that it is likely that bettors held prior knowledge of ██████████ / Alexis Musialek losing the ██████████ set.”

141. The witness statement of the Mark Swarbrick also concludes that there is no reasonable explanation for the large and sudden upsurge in bets on ██████████ to win Set ██████████

142. The AHO is satisfied the match was fixed. It is to be inferred that the Player agreed to fix the match. The Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.

D) Charges concerning the match of ██████████.05.18 Spain ██████████ Men’s Doubles, First round ██████████ v. ██████████ (match 9)

143. These charges relate to a match between ██████████ partnering with ██████████ against ██████████ and ██████████ on ██████████ May 2018 at an ██████████ tournament in Spain. The Player was not participating in the match. The match was won by ██████████ / ██████████ ██████████

144. The AHO finds that the Player is in breach of:

a) Section D.1.e of the 2018 TACP, (*soliciting or facilitating another Player to not use his best efforts*).

b) Section D.1b of the 2018 TACP, (*soliciting or facilitating another to wager on the outcome or any other aspect of the match*)

c) Section D.1.f of the 2018 TACP, (*soliciting or accepting money with the intention of negatively influencing his best efforts in the match*)

d) Section D.2.a.i of the 2018 TACP, (*not reporting a corrupt approach*).

145. The AHO accepts the following evidence.

146. A phone number ██████████ (Telegram ID ██████████ which is to be attributed to the Player, was stored under the contacts of one of ██████████ mobile devices as “*Muse.fr*” and was also found on a handwritten note next to the name “*Muse*” during a search in ██████████ home together with a list of corrupt players who also worked for and with ██████████

147. It was on this number (and therefore phone) that the Player informed [REDACTED] on 22 May 2018 that he had had an interview the week before. He further informed [REDACTED] that he gave his personal phone which was clean (had nothing incriminating on it). [REDACTED] answered that this is ‘*very good*’ and that the ‘*system is perfect.*’ The Player was interviewed on 15 May 2018 and he handed over a ‘clean phone’. By handing over a ‘clean’ phone and not the one used to communicate with [REDACTED] the Player ensured his involvement with the criminal network was not detected.
148. On 21 and 22 May 2018 numerous Telegram messages were sent by [REDACTED] to the above mentioned number, according to the Belgian police report [REDACTED]. On 21 May 2018, at 1.20pm, the Player informed [REDACTED] ([REDACTED] that [REDACTED] will play in 45 minutes in Spain and that [REDACTED] “asks me”.
149. The Player asks “*Do you have anything?*” [REDACTED] answers that he will look into it. The Player responds “*Tell me when you know if there is something on.*”
150. The highly incriminating exchange about the interview with TIU is then disclosed by the Player. [REDACTED] then informs the Player that the match is not interesting: “*Not brilliant that [REDACTED] match*”. The Player responds “*So I tell him I have nothing*” and [REDACTED] responds “*Yes nothing today.*”
151. The AHO is satisfied there was an attempt to fix this match. The AHO is satisfied the Player facilitated another Player not to use his best efforts.
152. The Player failed to report a corrupt approach. It is also to be inferred that he solicited money for this conduct, even though he may not have been paid.

J) Charge concerning the match of [REDACTED] 05.18 Turkey [REDACTED] Men’s [REDACTED] [REDACTED], MUSIALEK/[REDACTED] v. [REDACTED] (match 10)

153. This charge relates to a match between the Player partnering with [REDACTED] against [REDACTED] and [REDACTED] on [REDACTED] May 2018 at an [REDACTED] tournament in Turkey.
154. No scorecard was produced because the match was a walkover. In tennis, a walkover occurs when a player(s) automatically advances to the next round without playing because their opponent is ill, injured, or subject to a code of conduct penalty. The match was won by [REDACTED] and [REDACTED]. The match was conceded by Musialek/[REDACTED] before play took place.
155. The AHO finds that the Player is in breach of :
156. Section D.2.a.i of the 2018 TACP, (*not reporting a corrupt approach*).
157. The AHO accepts the following evidence.
158. The Belgian investigators found a Telegram conversation between [REDACTED] [REDACTED] and [REDACTED]. This conversation can be found in the French police report [REDACTED].
159. This conversation from Telegram is dated [REDACTED] and [REDACTED] May 2018:

- [REDACTED] – [REDACTED] : “*Muse [REDACTED] [REDACTED]*
-
- [REDACTED] – [REDACTED] *Muse / [REDACTED] [REDACTED]*
- ...

- [REDACTED] - 0 [REDACTED] - [REDACTED] '2-0> 1000 + 500 2-0 +1e set:6/2>1500 +500 1e set:6/2>1000 +500'

- [REDACTED] - [REDACTED] - [REDACTED] '?'

- [REDACTED] - [REDACTED] - [REDACTED] : "No"

- [REDACTED] - [REDACTED] - [REDACTED] : "They don't want"

- [REDACTED] - [REDACTED] - [REDACTED] "Agreed"

- ...

- [REDACTED] - [REDACTED] - [REDACTED] "Bro they are stupid or what"

- [REDACTED] - [REDACTED] - [REDACTED] "Why walkover?"

- [REDACTED] - [REDACTED] - [REDACTED] "We could have made money"

- [REDACTED] - [REDACTED] - [REDACTED] : "They got banned cons"

- [REDACTED] - [REDACTED] - [REDACTED] : "cons"

- [REDACTED] - [REDACTED] - [REDACTED] : "Drop it"

- [REDACTED] - [REDACTED] - [REDACTED] "okay"

- [REDACTED] - [REDACTED] - [REDACTED] "But okay"

- [REDACTED] - 1 [REDACTED] 2 - [REDACTED] "They could have made money"

- [REDACTED] - 1 [REDACTED] 7 - [REDACTED] : "I know bro, but they're just too stupid."

- [REDACTED] - 1 [REDACTED] - [REDACTED] : "So much worse for them"

160. The AHO is satisfied 'Muse' is the Player and [REDACTED] 'is [REDACTED] The AHO accepts the following explanation of this exchange. Muse, referring to Mr Musialek, and [REDACTED] referring to Mr [REDACTED] played [REDACTED] [REDACTED] matches on [REDACTED] and [REDACTED] May 2018:

- [REDACTED] Musialek/[REDACTED] v [REDACTED] (Turkey [REDACTED] or

- 1 [REDACTED] Musialek/[REDACTED] v [REDACTED] (Turkey [REDACTED]

161. [REDACTED] made the following proposal and presented three offers:

- _Lose the match in [REDACTED] sets. Payment will be 1000 (to the players involved) and 500 to [REDACTED]

- _Lose the match in [REDACTED] sets, specifically the first set [REDACTED]. Payment will be 1500 to the players and 500 to [REDACTED]

- _Lose the [REDACTED] set [REDACTED] only. Payment will be 1000 to the players and 500 to [REDACTED]

162. Since the conversation continued on [REDACTED] May 2018, the conversation was directed at the second match between Musialek/[REDACTED] versus [REDACTED]

163. This is confirmed by the fact that the match was indeed a walkover and won by [REDACTED] and [REDACTED] as shown in the conversation between [REDACTED] and [REDACTED]

164. The AHO is satisfied the Player was approached to fix a match and failed to report this approach.

K) THE BREACHES RELATED TO THE NON-COOPERATION AND NON-FURNISHING OF EVIDENCE DURING THE TIU INTERVIEW OF 15 MAY 2018

165. The ITIA refers to the interview of 15 May 2018 in in the Meeting Room of the Starlight Hotel in Antalya Turkey from 12.48 P.M. local time to 1.49 P.M. local time.

166. The AHO finds that the Player is in breach of:

Section F.2.b of the 2018 TACP: "full cooperation with investigations conducted by the TIU including giving evidence at hearings, if requested."

-Section F.2.c of the 2018 TACP “not providing an object or information regarding the alleged Corruption Offense.”

167. The AHO accepts the following evidence.
168. At the interview the Player provided only one telephone number [REDACTED] and e-mail address [REDACTED]. He also said the same to the French police:

*“Question: Which other mobile phone numbers did you used in 2017/2018?
Answer: none”.*

169. However, as the AHO has found (see above), the Belgian criminal investigation uncovered that another phone number [REDACTED] (Telegram ID [REDACTED] which is to be attributed to Mr Musialek, was stored in the contacts of one of [REDACTED] mobile devices as “*Muse.fr*” (Police report [REDACTED]/[REDACTED] 124 and was found on a written note next to the name “*Muse*” during a search in [REDACTED] home together with a list of other phone numbers of corrupt players who work for [REDACTED] (Police report [REDACTED]/[REDACTED]
170. For the reasons given above the AHO accepts the Player used a second phone and phone number to communicate with [REDACTED] about match-fixing and that he deliberately chose not to disclose this secondary phone, nor to hand over this second mobile device to the TIU, now ITIA and therefore withheld important information.
171. In addition the AHO is satisfied that the Player did not fully cooperate with the investigation and interview by the TIU (now ITIA) on 15 May 2018.

Conclusion

172. The AHO is satisfied that in all the material respects detailed above the ITIA has proven its case. The Player fixed or attempt to fix matches, solicited or received money for doing so, attempted to solicit another to do the same, and failed to cooperate with the ITIA and failed to report corrupt approaches.

Sanction

173. The sanctions which may be imposed by the AHO in relation to the Charges are set out in section H.1.a of the TACP. This section reads as follows:

“With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years unless permitted under Section H.1.c., and (iii) with respect to any violation of Section D.1., clauses (c)-(p), Section D.2. and Section F. ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.” _

174. The exception in Section H.1.c only relates only to being allowed to attend an Event “for the purpose of any authorized anti-gambling or anti-corruption education or rehabilitation program organized or sanctioned by that Governing Body.”

175. The preface to the sanctioning guidelines dated March 2021¹⁴ formulated by the Tennis Integrity Supervisory Board (**TISB**) provides:

¹⁴ As updated 1 July 2022

“The guidelines are for use of tennis Anti-Corruption Hearing Officers (AHO) and the Senior Director, Legal in the International Tennis Integrity Agency (ITIA) to provide a framework for the issuing of sanctions under the TACP. They draw on historical precedent and tennis’ stated ‘zero tolerance’ for corruption in the sport.”

“These guidelines are a reference tool for AHOs which aim to provide a framework to support fairness and consistency in sanctioning across the sport. The guidelines are not binding on AHOs but set out principles and various indicators and factors which AHOs may consider appropriate to take into account in their decision making. AHOs retain full discretion in relation to the sanctions to be imposed in accordance with the TACP and may apply to depart from the guidelines in accordance with the circumstances of the case.”

The Guidelines also provide that where “there are multiple Corruption Offences, in the interests of efficiency, they should ordinarily be taken together in one concurrent sanctioning process (albeit taking particular cognizance of the offense(s) which carry(ies) the highest sanction)”.

176. It is, therefore, clear that all offences where liability is established are relevant to the consideration of sanction.
177. In this case all offences charged have been proven. Match-fixing offences: Section D.1d (and D.1b and D.1.f) TACP Offences.
178. The corruption of tennis matches by contriving all of, or aspects of, matches eats at the very heart of the integrity of the sport. The attraction of competitive tennis for the participants and for its audience - sponsors, broadcasters, punters, betting operators and other stakeholders - depends upon the integrity of the sport and uncertainty of outcome of any match.
179. Tennis is highly vulnerable to corruption and it is imperative that a clear signal is sent that corruption will not be tolerated. Strict adherence to rules and significant sanctions need to be imposed to maintain the integrity of sport.
180. This case establishes that the Player was involved in multiple offences of match fixing.

Soliciting and/or Facilitating Others: Section D.1.e TACP Offence

181. This is a serious offence because it allows the spread of corruption by soliciting and facilitating other players (in this case ██████████) to participate.

Non-Reporting: Section D.2.a.i. TACP Offences

Non-cooperation and non-furnishing evidence: Section F.2.b and F.2.c TACP offence

182. The task of the ITIA is a challenging one. Corruption is usually hidden. The ITIA does not have the investigatory powers that law enforcement authorities have, and is limited to the powers it has under the TACP, which are not as robust. As a result, they are almost entirely reliant on third parties working with them to assist, and often instigate, their investigations.
183. The most important category of those third parties are the Players under the TACP. The ITIA relies on those individuals to understand the TACP, as they are required to do, and to make a confidential report to the ITIA about any issues that concern them as potentially being a corrupt approach that is in breach of the TACP. They are the direct recipient of corrupt approaches by match-fixers and gambling syndicates. They are able to explain the nature of the approach, how the proposed scheme might be carried out and any others that may be involved.

Sanction in this case

184. The starting point for sanction in this case given the extent and nature of the offending is a lifetime ban. The Player has been found to have committed 39 breaches in respect of 9 fixed Matches, one non-reported approach and the non-cooperation concerning his mobile phone. In this case, this can be considered as 10 Major Offenses and one non-reporting offense.
185. The governing bodies of tennis invest considerable time and money in education programs about match-fixing and the Player would have been well aware of the [REDACTED] of engaging in this activity. The Player completed multiple TIPP trainings. He first registered with the Tennis Integrity Protection Programme on 9th April 2023 and has completed the TIPP online integrity training course most recently on 12th March 2022.
186. The Player also confirmed his agreement to the Player Welfare Statement over several years up to and including 2022. Both the TIPP and the Player Welfare Statement set out the responsibilities of Covered Persons including the obligation to comply with the TACP.
187. The AHO can find no reason to reduce or suspend any part of the period. The Player has never accepted he has done anything wrong or admitted responsibility. He has not offered any substantial assistance to the ITIA.
188. The Guidelines suggests that the appropriate range of fines for 10-15 Major Offenses is \$50,001 to \$75,000. The AHO finds no reason to reduce or suspend the fine. In all the circumstances the AHO has determined the fine should be US\$50,000.

The following Orders are made:

- a) The Player, as defined in Section B.10. of the TACP, is found to have committed Corruption Offenses under:
 - i. Sections D.1.d. and D.1.b. of the 2016, 2017 and 2018 TACP ;
 - ii. Sections D.1.f of the 2016,2017 and 2018 TACP;
 - iii. Sections D.2.a.1 of the 2016,2017 and 2018 TACP;
 - iv. One offence under section F.2.b of the 2018 TACP;
 - v. One offence under D.1.e 2018 TACP and;
 - vi. One offence under F.2.c of the 2018 TACP.
- b) For these breaches of the TACP the Covered Person is declared ineligible from Participation in any Sanctioned Event permanently in accordance with Section H. 1.a.(ii).
- c) 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 5 August 2023.
- d) This Decision shall be publicly reported in full as prescribed in Section G.4.e. of the 2022 TACP.
- e) Under Section H. 1.a.(i) a fine of US\$50,000 under a payment plan to be agreed is imposed.
- f) 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 1.4. of 20 Business Days from the date of receipt of the Decision by the appealing party.
- g) Under Section 1.2. of the 2022 TACP the suspension ordered herein shall remain in effect while under appeal unless CAS orders otherwise.

Raj Parker

Anti-Corruption Hearing Officer

London, England

4 August 2023

A handwritten signature in black ink, appearing to read 'Raj Parker', written in a cursive style.