

**IN THE MATTER OF CHARGES BROUGHT BY THE INTERNATIONAL TENNIS INTEGRITY AGENCY
AGAINST MICK LESCURE**

BEFORE ANTI-CORRUPTION HEARING OFFICER CHARLES HOLLANDER KC

DECISION OF THE ANTI-CORRUPTION HEARING OFFICER

1. Mick Lescure (“The Player”) is a French professional tennis player with an ATP ranking of 1159, an ITF ranking of 621 and career-high ATP ranking of 487. He last competed in the [REDACTED] Event that took place in [REDACTED] France between [REDACTED] March and [REDACTED] March 2022. Prior to this he competed in the ITF [REDACTED] [REDACTED] in [REDACTED] France between [REDACTED] February and [REDACTED] February 2022. He is therefore a Player and a Covered Person within the meaning of sections B.27 and B.10 of the TACP.
2. By letter dated 24 March 2022 the International Tennis Integrity Agency (“ITIA”) wrote to the Player giving notice that he had been provisionally suspended from participating in professional tennis in accordance with Section F3 of the Tennis Anti-Corruption Programme (“TACP”). I was appointed the Anti Corruption Hearing Officer (AHO) responsible for this matter. I dismissed the Player’s application to set aside the Provisional Suspension in May 2022.
3. On 28 June 2022, the ITIA sent a Notice of Major Offense (the Notice) pursuant to section G.1.a of the 2022 version of the Tennis Anti-Corruption Program (the TACP) to the Player informing him that he was being charged with 17 alleged breaches of the 2014, 2016, 2017 and 2018 TACP in relation to 14 charges in these proceedings (collectively, the Charges).
4. The oral hearing of this matter took place on 22 November 2022. Mr Ross Brown and Ms Hannah Kent from Onside Law acted for ITIA. M [REDACTED] Semeria, a French lawyer, acted for the Player. I heard evidence from Mr Steve Downes, an intelligence analyst employed by ITIA, and Ms Karen Risby, an ITIA Investigator. The Player also gave evidence and was cross-examined by ITIA.
5. There have been French and Belgian criminal investigations. The Belgian Investigation determined that Mr [REDACTED] [REDACTED] (known to the Player as “[REDACTED]”) was a key figure involved in an organised crime group. [REDACTED] was responsible for being the point of contact between professional tennis players (or intermediaries, who were also often professional tennis players) and a network of gang members who would place bets on agreed matches, either in person or online, or make payments to the players who had fixed a match scheme. [REDACTED] would assess the online betting markets to assess potential matches of interest; contact the relevant player (or intermediary) via WhatsApp or Telegram to propose the terms of a fix for that match; pass on the terms of the agreed fix to his associates within the organised criminal network; and, after conclusion of the relevant match, would arrange for payment to be made to the player for their role in the fix. The ITIA has received a schedule from the online money transfer platform Neteller, which shows at least 45 different Neteller transfers from individuals connected with [REDACTED] which were made to the Player’s [REDACTED] [REDACTED] [REDACTED]. Those transfers totalled in excess of €35,000. The French criminal authorities, with information from the Belgian Investigation, then began to investigate the Player’s activities. The Player was arrested by the French police in January 2019 and was interviewed by them.

6. The Player repeated admissions he had made to the French police. He candidly admitted that, as a result of the pressures of trying to keep playing on tour with very limited financial means, he had eventually succumbed to the pressures from [REDACTED] and had fixed twenty or more matches. He admitted a number of the charges brought by ITIA. Others he denied. Given his candour in making admissions, I accept that he told the truth in giving evidence before me. However, I have to consider whether the charges which he did not admit are proved. To the extent that I do not accept what the Player told me in evidence, I take the view he may have forgotten some of the details of what occurred a number of years ago.

7. The Charge Letter set out the following charges against the Player.

“PART A Charges Based on Your Admissions to French Police

As set out above, in interviews with the French police, you admitted to fixing your own matches and to acting as an intermediary to fix the matches of others. Charges 1 to 6 below are based on those admissions (and form the basis of your existing Provisional Suspension).

Charge 1

You are charged with a breach of section D.1.d of the 2014 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*.

During the 16 January Interview, you admitted to having fixed, for [REDACTED] a [REDACTED] [REDACTED] in Spain in 2014 in which you partnered a player called “ [REDACTED] playing against [REDACTED] [REDACTED] players. Having reviewed your ITF records, the ITIA believes that the match to which you have admitted fixing took place on [REDACTED] September 2014, in which you played in a [REDACTED] [REDACTED] with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] in the [REDACTED] [REDACTED] tournament in [REDACTED] Spain. You lost this match, [REDACTED] [REDACTED]. You stated in the 16 January Interview that the fix for this match involved you losing your service game in certain sets, and you believe that this was the case for other matches which you fixed (but in respect of which you cannot remember details). In this match, you lost your [REDACTED] service game, conceding two double faults in the process.

ITIA Position

In light of your admissions, both in respect of this specific match and to your relationship with [REDACTED] more generally, in the 16 January Interview, as well as the fact that you lost your first service game in this match, the ITIA submits that you contrived the outcome and/or an aspect of this match in breach of section D.1.d of the 2014 Program.

Charge 2

You are charged with a breach of section D.1.d of the 2016 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*. You are also charged with a breach of section D.1.g of the 2016 Program, which reads *“No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player’s best efforts in any Event”*.

During the 16 January Interview, you admitted to having fixed a [REDACTED] match, for [REDACTED] [REDACTED] in which you partnered a player called [REDACTED] in Greece in 2016. You also

admitted that you acted as an intermediary for several professional tennis players. Having reviewed your ITF records, the ITIA believes that the match to which you have admitted fixing took place on [REDACTED] April 2016, in which you played in a [REDACTED] match with [REDACTED] against [REDACTED] and [REDACTED] at the [REDACTED] tournament in [REDACTED] Greece. You and [REDACTED] whilst losing [REDACTED]. You again stated that the fix for this match involved you losing your service game in certain sets and you believe that this was the case for other matches which you fixed (but in respect of which you cannot remember details). You lost your [REDACTED] and [REDACTED] service games in the [REDACTED] set of this match, conceding a double fault in each game the process. You also lost your only service game of the [REDACTED] set. [REDACTED] himself specifically confirmed in interview with the French police in 2018 that this match was fixed, and that the fix was organised by you by acting as an intermediary between [REDACTED] and [REDACTED]. [REDACTED] confirmed that the fix was in respect of breaks of service, that he lost his first service game in the first set and his only service game in the second set and that he received €200 for the fix from you.

ITIA Position

In light of your, and [REDACTED] admissions in respect of this match and the fact that you did in fact lose certain service games, the ITIA submits that you contrived the outcome and/or an aspect of this match in breach of section D.1.d of the 2016 Program. In addition, the ITIA submits that given [REDACTED] admission that you offered and/or provided him with €200 with the intention of him losing specific service games, you had negatively influenced [REDACTED] best efforts in the match, in breach of section D.1.g of the 2016 Program.

Charge 3

You are charged with a breach of section D.1.d of the 2017 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*.

During the 16 January Interview, you admitted that you had fixed a match, for [REDACTED] that took place at a tournament in Bahrain in 2016 in which you partnered a player named [REDACTED] playing against a [REDACTED] pair. Having reviewed your ITF records, the ITIA believes that the match to which you had admitted fixing in fact took place on [REDACTED] March 2017, when you played in a [REDACTED] match with [REDACTED] against the [REDACTED] pair [REDACTED] and [REDACTED] at the [REDACTED] tournament in [REDACTED] Bahrain. You and [REDACTED] lost that match [REDACTED]. You again stated that the fix involved you losing your service game. You lost your service game in the [REDACTED] set (with [REDACTED] second serves) as well as your second service game in the [REDACTED] set. The ITIA has also identified suspicious payments made to the Neteller account of [REDACTED] during this period, including on 12 April 2017 (in the sum of \$2,121.89). The ITIA submits that this payment was made to [REDACTED] on your behalf, for your match-fixing activities with [REDACTED].

ITIA Position

On the basis of your admissions to the French police that you fixed this match (and the manner in which you played the match, losing one of your service games in both the first and second set), in addition to the evidence reviewed by the ITIA and the fact that you lost two of your service games, the ITIA submits that you contrived the outcome and/or an aspect of this match in breach of section D.1.d of the 2017 Program.

Charge 4

You are charged with a breach of section D.1.d of the 2017 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*.

In the 16 January Interview, you admitted to having fixed a [REDACTED] match in which you partnered a player called [REDACTED] at an [REDACTED] tournament in [REDACTED] in 2016. Having reviewed your ITF records, the ITIA believes that the match to which you have admitted fixing took place on [REDACTED] December 2017, in which you played in a [REDACTED] match with [REDACTED] against [REDACTED] and [REDACTED] at the [REDACTED] tournament in [REDACTED] Dominican Republic. You and Mr [REDACTED] won this match [REDACTED]. As with previous admissions, you stated that the fix for this match involved you losing your service game in certain sets. In this case, you lost your [REDACTED] service game in the [REDACTED] set.

ITIA Position

In light of your admissions, both in respect of this specific match and to your relationship with [REDACTED] more generally, as well as the fact that you lost your [REDACTED] service game in this match, the ITIA submits that you contrived the outcome and/or an aspect of this match in breach of section D.1.d of the 2017 Program.

Charge 5

You are charged with a breach of section D.1.d of the 2018 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*.

In the First 15 January Interview, you admitted, as follows: *“The last time I accepted to lose a match goes back to last year at an ITF tournament [REDACTED] round [REDACTED] in SPAIN. My teammate was informed, it was [REDACTED] [REDACTED] We each received 1000 euros in cash from [REDACTED] After that he never asked me again, I do not know the reason, he probably found other more interesting players.”* Having reviewed your ITF records, the ITIA believes that the match you admit to fixing took place on [REDACTED] June 2018, when you played in a [REDACTED] match with [REDACTED] against [REDACTED] and [REDACTED] at the [REDACTED] tournament in [REDACTED] Spain. You and [REDACTED] lost this match [REDACTED]. In addition to your admission to the French police, the ITIA have reviewed records relating to your communications with [REDACTED] and have identified 23 separate calls (or missed calls) between yourself and [REDACTED] on the morning of the match, which the ITIA submits is suspicious, particularly in light of your admission that you and [REDACTED] would use Telegram to discuss *“his proposals for match-fixing”*. The ITIA submits that based on the messages from [REDACTED] the fix was for Mr [REDACTED] and Mr [REDACTED] to win by [REDACTED] sets to [REDACTED] including winning the first set [REDACTED] (“Win [REDACTED] / [REDACTED] set : [REDACTED]” was the language used by [REDACTED]. This was in fact the correct score at the end of the match. The ITIA have also reviewed information found on [REDACTED] telephone, which included the checking of betting odds on this match on [REDACTED] com at 08:30 on the morning of the match. Those odds were then sent to [REDACTED] with a view to bets being placed on your match. [REDACTED] had also set up notifications on his telephone for your match, so he was able to track the progress of your match. During the match, [REDACTED] exchanged a number of messages with individuals known as [REDACTED] and [REDACTED] regarding the placing of bets on this match.

ITIA Position

The ITIA submits that the evidence, coupled with your admission to the French police, demonstrates that you contrived or attempted to contrive the outcome and/or an aspect of this match, in breach of section D.1.d of the Program.

Charge 6

You are charged with a breach of section D.1.e of the 2014, 2016, 2017 and/or 2018 Programs, which reads: *"No Covered Person shall, directly or indirectly, solicit or facilitate any Player not to use his or her best efforts in any Event"*.

In the First 15 January Interview, you admitted to having acted as an intermediary (or a "go-between") on behalf of ██████████ for the following players who you identified as ██████████: 1. ██████████ 2. ██████████ 3. ██████████ and 4. ██████████ You also confirmed that ██████████ asked you to contact them on his behalf so that they could fix matches for ██████████ You claim that you were not paid for your work as an intermediary and that it occurred *"only occasionally"*. You also stated that the players you had introduced to ██████████ had gone on to work with ██████████ *"due to"* your role as an intermediary, and you confirmed this again in the 16 January Interview. The ITIA submits that your role was more involved than a mere introducer and believes that you would put offers to players on ██████████ behalf. Further, in interview with the French police in 2018, ██████████ confirmed that you acted as an intermediary between ██████████ and ██████████ ██████████ admitted that he would speak with you about potential fixes, starting with the ITF ██████████ event in Greece in April 2016 (referred to at Charge 2 above). He confirmed that you first introduced ██████████ to ██████████ towards the end of 2017 at a café next to the ██████████ in ██████████ where he received money from ██████████ in relation to a fixed match. The ITIA submit that you solicited and/or facilitated the arrangements between ██████████ and ██████████ The ITIA submits that you had an active role as an intermediary in fixing matches for ██████████ For example, on 16 April 2018, following a Telegram conversation between yourself and ██████████ at 07:52, you sent ██████████ a WhatsApp message at 08:18 to say *"if he hasn't texted me... it's dead"*. You then called ██████████ at 11:24, which the ITIA submits is when you reported back if your approach was successful or otherwise.

ITIA Position

The ITIA submits that, in addition to the admissions you made to the French police in interview, there is clear evidence of you acting as an intermediary on behalf of ██████████ to enable other players to fix their matches. The evidence available to the ITIA suggests that your role as an intermediary was far more extensive than you have portrayed to the French police, to the extent that you did not just introduce professional tennis players to ██████████ but that you were involved in the passing of funds and offers of fixes from ██████████ to other individuals. You did not provide details as to specific matches in respect of which you acted as an intermediary, however the ITIA submits that your admissions to the police is sufficient in of itself to demonstrate at least four separate breaches of section D.1.e during the years stated above.

PART B Other Charges

As set out above, in the Basis of Charges section, the ITIA has reviewed evidence obtained by Belgian and French law enforcement which has been shared with the ITIA, including forensic downloads of mobile phones belonging to yourself and ██████████

evidence of money transfers and betting data which has been provided to the ITIA. Charges 7 to 14 below are based on that evidence.

Charge 7

You are charged with a breach of section D.1.d of the 2017 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*.

On [REDACTED] September 2017, you played in a [REDACTED] match with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] at the [REDACTED] [REDACTED] tournament in [REDACTED] France. You lost that match [REDACTED] [REDACTED]. You claimed in the Third 15 January Interview that [REDACTED] [REDACTED] had simply informed his [REDACTED] network that you would win the match, but you instead [REDACTED] because your opponents were better on the day. You claimed that there was no arrangement with [REDACTED] [REDACTED]. However, on [REDACTED] September 2017, the day before the match, [REDACTED] [REDACTED] sent you a message at 10:16 saying “Tele” and tried to video call you shortly thereafter. The ITIA submits that you arranged the terms of the fix on this call. The following day, before the start of the match, [REDACTED] [REDACTED] contacts “ [REDACTED] ” at 11:58 and “ [REDACTED] [REDACTED] ” at 11:59 to arrange for bets to be placed on you and [REDACTED] [REDACTED] to win the match. [REDACTED] [REDACTED] then sends a message at 13:31 to “ [REDACTED] [REDACTED] ” to say, *“we are waiting for this two”*. However, you and [REDACTED] [REDACTED] then exchange ...messages shortly before the match...

The ITIA infers from these messages that your partner in the match, [REDACTED] [REDACTED] has a sore back and is unable to fix the match as intended. As a result, you seek to “Cancel” the fix, to which [REDACTED] [REDACTED] agrees. Three minutes after that exchange, [REDACTED] [REDACTED] passes the message on to “ [REDACTED] [REDACTED] ” and “ [REDACTED] [REDACTED] ” that *“today, finish... There is nothing else”*. The match began shortly afterwards at 15:14. Despite the bets being cancelled, at 14:52 the following day, on [REDACTED] September 2017, you speak with [REDACTED] [REDACTED] on a call and follow up with a message saying *“tell me when it’s done”* and seeking a Neteller transfer later that afternoon. You then have a discussion with [REDACTED] [REDACTED] about the urgency of the transfer (as it is the weekend) and he arranges for a transfer to [REDACTED] [REDACTED] Neteller account in the sum of \$594.07.

ITIA Position

The ITIA submits that you had intended to contrive the outcome and/or an aspect of this match, and attempted to do so, prior to sending the cancellation message on the day of the match, in breach of section D.1.d of the 2017 Program.

Charge 8

You are charged with a breach of section D.1.d of the 2017 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*.

On [REDACTED] November 2017, you played in a [REDACTED] match with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] at the [REDACTED] [REDACTED] event in [REDACTED] Greece. You lost that match [REDACTED] [REDACTED]. On the morning of the match, you contact [REDACTED] [REDACTED] at 08:59, saying “yo” and asking to speak on Telegram. The match began at 09:04, suggesting that you confirmed the fix with [REDACTED] [REDACTED] on the Telegram call immediately before the match started. It appears that [REDACTED] [REDACTED] tried to contact you immediately after the match started, at 09:05, but your phone was not receiving messages – which may be because your phone was switched off during the match. You stated in the 16 January Interview that the usual terms of a fix for a match that you agreed with [REDACTED] [REDACTED] involved you losing your service

game in certain sets. In this match, you lost only your third service game of the first set, having won all of the others. That afternoon, the ITIA's records show missed WhatsApp calls between [REDACTED] and [REDACTED] a member of the organised criminal gang and known as "[REDACTED]" and, exactly a minute later at 17:25, between yourself and [REDACTED]. You then spoke with [REDACTED] on the phone later that day at 17:25, before [an].. exchange at 19:49 on 5 November 2017

The ITIA believes that you fixed the match for [REDACTED] and, after the match, sought direct confirmation from [REDACTED] of how much money you would be paid for doing so.

ITIA Position

The ITIA submits that you contrived the outcome and/or an aspect of this match and sought payment from [REDACTED] for doing so, in breach of section D.1.d of the 2017 Program.

Charge 9

You are charged with a breach of section D.1.d of the 2017 Program, which reads: *"No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event"*. You are charged with a breach of section D.1.e of the 2017 Program, which reads *"No Covered Person shall, directly or indirectly, solicit or facilitate any Player not to use his or her best efforts in any Event"*.

On 9 November 2017, at 09:51, [REDACTED] sent you a message containing an offer to fix a match. In your First 15 January Interview, you explain the format of the offer that is made to you by [REDACTED] over WhatsApp. ...You explained to the French police that these were three separate proposals put to you by [REDACTED] on 9 November 2017. You do not confirm if these proposals were made in respect of your own match or another player's match.

The ITIA alleges from the message exchange with [REDACTED] that you put forward his offers to another player as you say *"I'm waiting"* indicating you were awaiting a response from a third party. You also say *"doesn't want to, next time"* which suggests that was the response of the third party. The ITIA note that you played in a [REDACTED] match later on that day where you played with [REDACTED] against Alessandro Motti and Stefano Travaglia at the [REDACTED] Event in Mouilleron Le Captif, France which you lost 7-5, [REDACTED]. The ITIA infer that this is the most likely match that you are talking to [REDACTED] about and it was your partner, [REDACTED] who did not want to fix the match.

ITIA Position

Based on your admissions to the French police and on the underlying messaging exchanges with [REDACTED] the ITIA submits that you received an offer from [REDACTED] to fix your match with [REDACTED] you contrived the outcome and/or an aspect of that match and you solicited and/or facilitated [REDACTED] not to use his best efforts in this match, in breach of sections D.1.d and D.1.e of the 2017 Program. Alternatively, if [REDACTED] offer to fix related to a different match in which you were not participating, the ITIA submits that you solicited and/or facilitated a third party not to use their best efforts in the match, in breach of section D.1.e of the 2017 Program.

Charge 10

You are charged with a breach of section D.1.d of the 2018 Program, which reads: *"No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any*

other aspect of any Event". In addition, you are charged with a breach of section D.1.e of the 2018 Program, which reads: "No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event".

On [REDACTED] March 2018, you played in a [REDACTED] match with [REDACTED] against [REDACTED] and [REDACTED] at the [REDACTED] tournament in [REDACTED] Tunisia. You and [REDACTED] lost this match [REDACTED]. The day before the match, on [REDACTED] March 2018, you sent [REDACTED] a message at 08:41 telling him to "wake up!!" and that you will play your match. At 11:34 on the day of the match and prior to the match being played, you sent [REDACTED] a message asking him to go on Telegram. [REDACTED] then contacts individuals who are part of the organised crime network such as [REDACTED] by phone. The ITIA believes that the purpose of those phone calls was for yourself and [REDACTED] to confirm the terms of the fix and for him to arrange the betting on this match with third parties

In the 16 January Interview, you stated that the usual fix that you carried out in your matches, as agreed with [REDACTED] involved you losing your service game. During the match, you lost [REDACTED] of your service games, conceding a [REDACTED] fault in each one. Further, the TIU (as it then was) received suspicious betting alerts from a betting provider called [REDACTED] in relation to a break of service in Set [REDACTED] Game [REDACTED] (in which your [REDACTED] partner, [REDACTED] was serving). [REDACTED] did in fact lose his service game. At 15:01, around 40 minutes after your match, you called [REDACTED] and an hour after that call, at 16:02, a payment is made to [REDACTED] Neteller account in the sum of \$636.91. The ITIA believes that this payment was for the successful fix of the match. A further \$636.56 is transferred to [REDACTED] Neteller account at 11:22 the following day.

ITIA Position

The ITIA submits that you contrived the outcome and/or an aspect of this match, in agreement with [REDACTED] and that you were paid for that fix, in breach of section D.1.d of the 2018 Program. In addition, the ITIA believes that, given your close relationship with [REDACTED] and the contact you had with [REDACTED] prior to the match, you acted as an intermediary between [REDACTED] and [REDACTED] in order for [REDACTED] to lose his service game in Set [REDACTED] Game [REDACTED] in breach of section D.1.e of the 2018 Program.

Charge 11

You are charged with a breach of section D.1.d of the 2018 Program, which reads: "No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event".

On [REDACTED] March 2018, you played in a qualifying [REDACTED] match against [REDACTED] at the [REDACTED] tournament in [REDACTED] France. You lost this match [REDACTED]. At 10:38 on [REDACTED] March 2018, the day before the match, you spoke with [REDACTED] on the phone. [REDACTED] reviewed the odds of this match at 08:08 and 08:11 on the morning of the match, called [REDACTED] at 10:01 and asked to speak to you on Telegram at 10:03. The ITIA believes that you then spoke with [REDACTED] on Telegram. At 14:58, prior to the match, you give [REDACTED] a mobile phone number for [REDACTED] (who the ITIA understands is [REDACTED] a professional tennis player from [REDACTED] and suggested that [REDACTED] text [REDACTED] to confirm if the fix will go ahead as agreed. [REDACTED] texted [REDACTED] at 15:33 (during the match) to cancel the fix. He then sends the same message to you six seconds later. [REDACTED] confirms to [REDACTED] "it is dead... ask him to win". The ITIA believes that [REDACTED] then passed the message to you on court that the fix was cancelled. In the hour following the match, you and [REDACTED] call each other six times and on [REDACTED]

March 2018 a payment was made to [REDACTED] Neteller account in the sum of \$381.36.

ITIA Position

The ITIA submits that you attempted to contrive the outcome and/or an aspect of this match, and would have done so were it not for [REDACTED] cancelling the arrangement during the match. Your attempt to contrive the outcome and/or an aspect of this match was in breach of section D.1.d of the 2018 Program.

Charge 12

You are charged with a breach of section D.1.d of the 2018 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*. On [REDACTED] April 2018, you played in a [REDACTED] match against [REDACTED] at the [REDACTED] tournament in [REDACTED] Egypt. You lost this match [REDACTED] despite being the strong favourite to win the match according to the betting markets (with over a 90% chance of winning) and having won the opening set [REDACTED] breaking [REDACTED] [REDACTED] in that set. At 10:38 on 3 April 2018, you exchanged messages and voice notes with [REDACTED] in which you told him not to cancel an agreed fix. On the morning of the match, you call [REDACTED] at 06:15, during which the ITIA believes you confirmed the terms of the fix. Following that call, both before and during the match, [REDACTED] contacts other members of the organised crime group. The ITIA received reports from Sportradar of suspicious betting for you to lose Set [REDACTED] Game [REDACTED] of this match, with all bettor email addresses being Russian. Almost half of all of the attempted betting turnover for this match was recorded on that specific game, which you did in fact lose. In your 16 January Interview, you stated that the usual fix that you carried out in your matches involved you losing your service game. During the match, you lost [REDACTED] of your service games across the [REDACTED] sets of the match, conceding a [REDACTED] fault in each service game that you lost. Five days after the match, on [REDACTED] April 2018, a sum of \$318.99 is sent to [REDACTED] Neteller account, which you acknowledge receipt of.

ITIA Position

The ITIA submits that you contrived the outcome and/or an aspect of this match by deliberately losing Set [REDACTED] Game [REDACTED] and/or losing certain service games during the match, in breach of section D.1.d of the 2018 Program.

Charge 13

You are charged with a breach of section D.1.d of the 2018 Program, which reads: *“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event”*. On [REDACTED] May 2018, you played in a [REDACTED] match with [REDACTED] against [REDACTED] and [REDACTED] at the [REDACTED] tournament in [REDACTED] Hungary. You and [REDACTED] lost this match [REDACTED]. At 01:27 of the morning of the match, [REDACTED] asked you to speak on Telegram, and sent you a message at 05:39 saying *“good morning”*, after which you called him twice. [REDACTED] spoke with other members of the organised crime group between then and your next calls at 12:14 and 12:16. Following that call, [REDACTED] sent a message to [REDACTED] with the terms of the fix: *“1st set : win [REDACTED] / [REDACTED] [REDACTED] [REDACTED] sent the same message to [REDACTED] one minute later. In the 40 minutes before the start of the match, you called [REDACTED] three times. [REDACTED] also visited the website [REDACTED] com to check the odds of the match. You and Mr*

██████ then called each other three times in an hour after the conclusion of the match. In accordance with the terms of the bets arranged by ██████ with third parties, ██████ and ██████ ██████ did in fact win the first set. In the ██████ set you ██████ both of your service games, conceding ██████ ██████ in the ██████ and ██████ ██████ in the ██████

ITIA Position

The ITIA submits that you contrived the outcome and/or an aspect of this match by losing the first set, in agreement with ██████ and in breach of section D.1.d of the 2018 Program. The messages indicate that an offer for a fix was put by the Player to ██████ but he may not have wanted to go ahead with it. In those circumstances there is breach of “*No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event*”. You are charged with a breach of section D.1.e of the 2017 Program, which reads “*No Covered Person shall, directly or indirectly, solicit or facilitate any Player not to use his or her best efforts in any Event*”.

Charge 14

Additionally and/or alternatively, in respect of Charges 1 to 13 above, you are also charged with breaches of section D.2.a.i and/or section D.2.a.ii of the 2014, 2016, 2017 and/or 2018 Programs. Section D.2.a.i reads (in all versions): “*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... it shall be the Player’s obligation to report such incident to the TIU as soon as possible*”. Section D.2.a.ii reads (in all versions): “*in the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player’s obligation to report such knowledge or suspicion to the TIU as soon as possible*”. In light of your admissions to French police and based on the evidence available, the ITIA submit that there is no doubt that you were the recipient of corrupt approaches by ██████ to fix your own matches and to act as an intermediary for others and that you had knowledge of the Corruption Offenses of ██████ and a number of other players. You are required under the terms of the Program to have reported that information to the TIU, but you failed to do so in breach of the Program. “

Jurisdiction

8. The Player was bound to comply with the TACP at the times the alleged breaches took place. In order to compete in professional ITF tournaments, players must register for an ITF International Player Identification Number (IPIN). When registering for this, 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.

Standard of Proof

9. Section G.3.a of the TACP provides that:
“*The ITIA (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.*”

10. The CAS Panel in the case of *Köellerer v ATP* 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*”.

“Tele”

11. I was shown a number of messages to the Player marked “tele” in relation to various charges. ITIA submitted that these were references to a different form of media communication, Telegram, to that usually used by [REDACTED] in his discussions with the player and others which had a facility that messages would be deleted easily, and therefore was particularly suited to improper approaches. Having looked at the sequence of messages over the various communications, there is a remarkable coincidence between references to “tele” and a sequence which suggests the Player was about to be offered a match fixing proposition. So although I look at the totality of the evidence in relation to each charge, I take into account references at appropriate times to “tele” on the messaging.

Charges 1-5

12. The Player admitted charges 1-4 in advance of the oral hearing and Charge 5 at the hearing.

Charge 6

13. This charge is based on the following questioning of the Player by the French police:

Question: It appears from the investigation that you talk to [REDACTED] [REDACTED] about several tennis players such as [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] and [REDACTED] [REDACTED] that you make arrangements about the progress of the game of these tennis matches and that you are negotiating about the amounts of corruption to falsify these tennis matches. It seems that you are a go-between between [REDACTED] [REDACTED] and several French tennis players and that you are paid [REDACTED] [REDACTED] to do that. Is this correct? How did this go? Since when have you cooperated with [REDACTED] [REDACTED] at falsifying tennis matches? How often did this occur?

Answer: I acknowledge that I have been a go-between between [REDACTED] and the names mentioned who are all tennis players and [REDACTED] [REDACTED] wanted to contact them for match fixing and since he knew that they were [REDACTED] he asked me to get in touch with them for him. In that sense I have been his go-between, but I did not get paid to do this. I did this for [REDACTED] and gave [REDACTED] the opportunity some money. I want to emphasize that this only occurred only occasionally.

I have played this role of go-between from the first time he contacted me for match fixing. Sometimes players took the initiative with [REDACTED] due to [REDACTED]. I want to reaffirm never have accepted money for this role as a go-between.

Based on this exchange I find the charge proved.

14. I should mention that I think it would be preferable if ITIA framed charges with precision (similar to a UK criminal indictment perhaps) rather than in the more discursive way done here (and particularly striking in relation to this charge) so that there can be no doubt as to exactly what is charged.

Charge 7

15. The evidence indicates that the fix proposed was cancelled by the Player shortly before it was to occur. As I indicated in the course of argument, I do not consider in these circumstances the Player can be said to *directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event*. To take an example, if I invite a friend to rob a bank with me, and the robbery is ineffective because he fails to turn up, then I have attempted to rob the bank. However if I agree that we will rob the bank together and I change my mind on the morning of the robbery so it does not go ahead, I have not attempted to rob the bank. This charge is dismissed.

Charge 8

16. This charge is based on the fact that the Player spoke to ██████ shortly before the match and he said "tele." The player accepted that Telegram was a secure messaging system and it would often be used to discuss a fix. However, the evidence on this charge is inadequate in circumstances where it is not accepted by the Player and I dismiss the charge.

Charge 9

17. The Player explained to the French police that these were three separate proposals put to him by ██████ on 9 November 2017. The likelihood is that, given the terms of the messages and the evidence of the Player, the fix did not go ahead because ██████ did not want to do it. The charges are D.1.d "*No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event*" and d.1.e "*No Covered Person shall, directly or indirectly, solicit or facilitate any Player not to use his or her best efforts in any Event*". I find both proved.

Charge 10

18. There is betting evidence in relation to this charge but no direct evidence. I dismiss this charge.

Charge 11

19. The evidence was that the Player initially intended to fix this match but decided it was an important match and decided not to fix it. I accept that evidence. For the same reason as Charge 7 I dismiss this charge.

Charge 12

20. There is betting evidence in relation to this charge but no direct evidence. I dismiss this charge.

Charge 13

21. Although the player did not think he had fixed this match, I think he is wrong as the evidence is very strong. ██████ speaks to the player on Telegram just before the match starts and within a couple of minutes he is telling his associates to bet on the Player's opponents winning the first set. There are a series of calls on Telegram with ██████ shortly before the match. In accordance with the terms of the bets arranged by ██████ with third parties, ██████ and ██████ (the opponents) did in fact win the first set. In the ██████ set the Player lost ██████ his service games, conceding one ██████ ██████ in the ██████ and ██████ ██████ in the ██████. The evidence is very strong on this charge and I find it proved.

Charge 14

22. This is a failure to report charge which was put forward by ITIA as an alternative, essentially to cover the position in case the more serious charges fail. It is a much less serious charge. I do not think it adds anything and I dismiss it.

Conclusion

23. I find charges 1-6, 9 (both charges) and 13 proved. I dismiss the other charges.

Sanction

24. M Semeria recognised that his client would be punished. He pointed out that matters were very difficult for players at the lower end of the tennis circuits, who needed money to survive on the tour which put them in a very difficult position and made them very vulnerable to approaches from match fixers such as [REDACTED]. The Player had admitted his fault, had made very candid admissions. His actions had taken place a number of years ago, when he was very young. He had succumbed to strong temptations and had shown great remorse. When he was travelling on the circuit, he had no coach and no support. It was very frightening for the Player to spend 30 hours in custody when he was arrested. The Player had earned no more than E30,000 from match fixing. He has co-operated with ITIA and would be willing to offer further assistance.

25. Match-fixing strikes at the very heart of the sport and poses a huge threat to the integrity of tennis. The draw of competitive sport for participants and for its audience (and therefore also for sponsors, broadcasters and other stakeholders) lies largely in the uncertainty of outcome of any match. The leading practitioners' textbook on sports law, *Sport: Law and Practice*, by Lewis and Taylor, summarises this threat in the following terms :

"Match-fixing and related corruption is, like doping, is an insidious threat to the essence of sport, taking away uncertainty of outcome and thereby compromising the integrity of the sporting contest."

"If the authenticity of the sporting spectacle is exposed just once as a façade, confidence in every sporting achievement is corroded."

"That is why match-fixing is seen as a 'mortal danger' to sport, 'a cancer that eats at the health and very existence of the game'."

26. This point is echoed by the case law of CAS. In *Oleg Oriekhov v UEFA*, for example, the Panel stated in its award (at paragraph 78) that:

"The Panel has to remind itself that match-fixing . . . and the like are a growing concern, indeed a cancer, in many major sports . . . and must be eradicated. The very essence of sport is that competition is fair; its attraction to spectators is the unpredictability of its outcome".

27. I propose to determine a single penalty taking into account all the various charges. I note that the charges involve both the player fixing matches as principal and also as intermediary, which makes the position more serious. These are major offences with a material impact on the integrity and reputation of the sport.

28. Whilst the Player appears very much as the recipient of approaches rather than an initiator, it is striking that he is willing both to fix his own matches and act as an intermediary for making

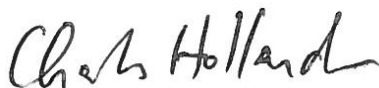
approaches on behalf of [REDACTED] to others. This makes the position more serious. I take into account his youth at the relevant time and they are some time ago, but these are multiple offences over a period of time, and the fact he acted in both capacities is a serious aggravating factor. There is evidence of planning or premeditation. I regard both the culpability and impact in the highest category.

29. I am required to impose a sanction after taking into consideration the 2022 TACP Sanctioning Guidelines. I considered whether the requirement to take into account early admissions and other related factors which merit a reduction could permit me to impose something less than a life ban. I should point out that the Player is different from most of those who are charged with match fixing in that he gave evidence with candour before me, admitted his conduct and expressed great remorse. These are matters which command respect.
30. However, it is important to have in mind that these are multiple offences of serious match fixing. These are really serious matters. Given the circumstances, it seems to me that it would be an affront to those who compete in the sport impose anything other than a life ban. In these circumstances **I consider there is no realistic alternative other than to impose a life ban.**
31. It would be wrong not to take into account the admissions and candour of the Player. What I propose to do is to take that into account in reducing the fine which is part of the sanction. The Player thought he had received E20000-30000 from match fixing although ITIA thought the sum was likely to be more than this. Disgorgement is the least that can be ordered. But I will in recognition of the player's candour and admissions limit the overall fine to significantly less than I would otherwise have ordered and impose a fine of US\$40,000.

Disposition

1. Charges 1-6, 9 (both charges) and 13 are proved.
2. All other charges are dismissed.
3. Mr Lescure must serve a life ban in relation to any event organised or sanctioned by any Governing Body and pay a fine of US\$40,000.

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



Charles Hollander KC

AHO

1.12.2022