TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2024/A/10295 Leny Mitjana v. The International Tennis Integrity Agency (ITIA)
CAS 2024/A/10313 The International Tennis Integrity Agency (ITIA) v. Leny Mitjana

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President:	Mr Jacques Radoux, Legal Secretary at the Court of Justice of the European Union, Luxembourg
Arbitrators:	Dr Karim Adyel, Attorney-at-Law in Paris, France and Casablanca, Morocco
	Mr Jamie Herbert, Solicitor in London, United Kingdom
Clerk:	Ms Stéphanie De Dycker, Clerk at the CAS, Lausanne, Switzerland

in the arbitration between

Leny Mitjana, France

Represented by Ms Tatiana Vassine, Attorney-at-law in Paris, France

Appellant in CAS 2024/A/10295
Respondent in CAS 2024/A/10313

and

The International Tennis Integrity Agency (ITIA), United Kingdom

Represented by Ms Julia Lowis, ITIA Legal Counsel and Ms Louise Reilly, Kellerhals Carrard, Attorney-at-Law in Lausanne, Switzerland and Mr Mathieu Baert and Ms Fien Schreurs, Everest Advocaten, Attorneys-at-Law in Ghent, Belgium.

Respondent in CAS 2024/A/10295
Appellant in CAS 2024/A/10313

I. PARTIES

1. Mr Leny Mitjana (the "Player") is a professional tennis player of French citizenship born on [redacted]. He won three singles titles on the International Tennis Federation (the "ITF") Men's Circuit, held a career-high ATP Singles Ranking of 458 in 2018, and an ITF Singles Ranking of 165 in 2019.

2. The International Tennis Integrity Agency ("ITIA") is an independent body in charge of promoting, encouraging, enhancing and safeguarding the integrity of tennis worldwide. It is established in London, United Kingdom. In 2021, the ITIA took over the responsibility for enforcing the Tennis Anti-Corruption Program (the "TACP") from the Tennis Integrity Unit ("TIU").

3. The Player and the ITIA are jointly referred to as the "Parties".

II. FACTUAL BACKGROUND

4. The present proceedings arise from two appeals brought against a decision rendered by the Anti-Corruption Hearing Officer ("AHO") on 22 December 2023, which found the Player guilty of 11 corruption offences arising from matches that occurred in 2017 and 2018, out of the 33 offenses with which the Player was initially charged. As a result of the corruption offenses which the Player was found to have committed, the Player was sanctioned with an ineligibility period of ten years as well as a fine in the amount of 20,000 USD.

5. The first appeal was brought by the Player against the ITIA and requested the annulment of the above decision of the AHO in so far as the AHO found the Player guilty of 11 corruption offences and imposed the sanction set out above. The second appeal was initiated by the ITIA and requested the annulment of the above decision in so far as the AHO decided that the Player was not guilty of having committed the 22 remaining corruption offences with which the Player was initially charged. The ITIA further sought an increase to the relevant sanction, being a lifetime ban from the sport of tennis a fine of 75,000 USD.

6. Set out below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced at the hearing. Additional facts and allegations found in the Parties' written submissions, pleadings and evidence may be touched upon, where relevant, in connection with the legal discussion that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in its Award only to the submissions and evidence it considers necessary to explain its reasoning.

A. The Player's registration for ITF tournaments

7. The Player first registered for an ITF International Player Identification Number ("IPIN") in 2013. The IPIN allowed him to participate in tournaments sanctioned by the ITF. He also electronically signed the IPIN every year since 2013 until 2019, in particular for the years 2017 and 2018 (respectively, on 5 December 2016 and 12 December 2017). By signing the respective IPIN, the Player agreed to the so-called "Player Welfare Statement" (the "PWS"), which reads – *inter alia* – as follows:

"1. Agreements of the Player

I declare that I am aware of and will abide by […] the […] Tennis Anti-Corruption Program. […] Finally, I understand that this agreement will remain in full force and effect until I further advise the ITF in writing that I am permanently retiring from participation in tennis with immediate effect. […]

3. Anti-Corruption Consent

I am bound by and will comply with the […] Tennis Anti-Corruption Program […], a copy of which is available upon request from the ITF or may be downloaded at http://www.tennisintegrityunit.com. […]

Player Agreement

I, [PLAYER NAME], have read, understood, consent and agree to the above agreements of the player (section 1) […] and Anti-Corruption Consent (section 3) […]. If I am under 18 years old, my parents and/or legal guardian have also read and accept this agreement on my behalf."

8. On 18 December 2013, 26 March 2017, 1 April 2019, 7 September 2021 and 6 September 2022, the Player completed the Tennis Integrity Protection Program ("TIPP"). The TIPP is an interactive online e-learning programme designed to familiarise tennis players with the rules of the TACP. It must be completed within a required time period upon acceptance of the PWS, failing which the IPIN is blocked. The TIPP seeks to educate players how to protect themselves from the threats of betting related corruption and of the obligations of maintaining the integrity of tennis.

B. Criminal Investigations in Belgium

9. Between 2014 and 2018, the Belgian Federal Public Prosecutor's Office carried out investigations related to the activities of an Armenian-Belgian organised criminal network that was believed to be operating to fix professional tennis matches worldwide (the "Criminal Investigation").

10. According to these criminal investigations, at the centre of the criminal network were Mr Grigor Sargsyan also known as the "Maestro", "Gregory", "Greg" or "Ragnar" ("GS"), an Armenian national residing in Belgium. GS was responsible for being the point of contact between professional tennis players or middlemen on one side and a network of gang members ("GS Accomplices") who were responsible for placing bets online or using in-store terminals. GS Accomplices also acted, occasionally, as the mules paying off the tennis players for their corrupt activities by in-person meetings or the use of payment mechanisms such as Neteller, Skrill.

11. The criminal network was organized around GS and his associate Mr Grigor Sarkisov ("Sarkisov") and Mr Andranik Martirosyan ("AM"), who is based in Armenia and managed the criminal network's finances.

12. On 5 and 6 June 2018, several house searches were carried out including at GS' domicile. A total of 17 suspects were arrested, including GS, and they were all interrogated that same day or the day after.

13. During the search of the house of GS, the investigators seized four mobile phones, the content of which was analysed by Belgian investigators. The forensic analysis of these mobile phones revealed images of money transfers, betting slips and screenshots of tennis matches as well as notes, calls and written exchanges between GS and associates and between GS and tennis players regarding match fixing, all of which were compiled in official minutes.

14. On 14 March 2019, as a result of a European Investigative Order, the Belgian investigators obtained information with regards to financial transactions involving individuals implicated in the investigation. In response, they received several lists detailing financial transactions that could be linked to the criminal network associated with GS.

15. Between January and June 2019, in the framework of the Criminal Investigations in Belgium, the French Police interviewed several French tennis players as suspects of being part of a criminal organisation active in match-fixing. Several of these players acknowledged their involvement in match-fixing as well as their collaboration with GS and/or his criminal network. The French Police interviewed the Player during his detention from 5 to 6 March 2019. The Player denied being involved in GS's criminal network and maintained that he did not know anything about fixed tennis matches.

16. The Belgian investigation concluded with a list of professional tennis players that are linked to GS and/or his criminal network, among which the Player is listed. The list was established based on specific parameters, which were deduced by analysing the various communications and through a financial analysis that established that the sports players mentioned in the list either (i) directly or indirectly received payments, or (ii) had phone or personal contacts with GS or his entourage, or (iii) admitted their involvement, or (iv) that the criminal network mentioned these players within the scope of their match-fixing operations and/or payments of bribes. The list however mentions that not all the listed players participated in match-fixing activities; some of the communications demonstrate that, although negotiations were held with the players regarding the terms for a specific match-fixing, the match-fixing eventually did not go through.

17. On 23 November 2021 and 6 May 2022, the Belgian criminal investigation reached its conclusion, and the case was referred to the Criminal Court of Oudenaarde in Belgium.

C. Judgment of the Criminal Court of Oudenaarde

18. GS, AM and Sarkisov, along with other accomplices, were brought before the Criminal Court of Oudenaarde to defend themselves against charges of participating in criminal organisation, fraud, money laundering, prohibited participation in gambling with the ability to directly influence the outcome, forgery and the use of forged documents and IT.

19. On 30 June 2023, the Criminal Court of Oudenaarde (the "Criminal Court") rendered its judgment (the "Judgment"). The Criminal Court found GS guilty of leading a criminal organisation, fraud, money-laundering, forgery and use of forged documents and IT. GS was sentenced to a five-year prison sentence and a fine of EUR 8,000. Several of GS' Accomplices were also sentenced to prison sentences and penalties. Thirteen other accomplices were also found guilty.

20. Seven Belgian tennis players were implicated in the criminal procedures. The Criminal Court decided that they were guilty of participating in a criminal organisation as well as of fraud but decided not to impose custodial sentences due to the players' lack of criminal records and the lengthy duration of the investigations.

21. Finally, the Criminal Court ordered the forfeiture and confiscation of the capital gains arising from the crimes committed by GS and his accomplices, including AM and Sarkisov.

22. The decision of the Criminal Court described the *modus operandi* of GS' criminal network as follows:

> 35
> De rechtbank stelt vast dat het dossier vele gewichtige en onderling integraal overeenstemmende elementen bevat die, zonder enige redelijke twijfel, toelaten om met de nodige gerechtelijke zekerheid te besluiten tot het bestaan van een criminele organisatie waarbinnen de 1ste beklaagde zich wetens en willens heeft ingeschakeld en zich gedroeg als leider in de zin van artikel 324ter, §4 Sw. van de organisatie.
>
> Op basis van het onderzoek komt immers vast te staan dat de 1ste beklaagde contact zocht met diverse professionele tennisspelers met het oog op het maken van afspraken rond tennismatchen (matchfixing en spotfixing) en het omkopen van de spelers. De 1ste beklaagde overhandigde cashgelden aan de omgekochte tennisspelers als tegenprestatie voor de gemaakte afspraken. De 1ste beklaagde gaf, indien hij het geld niet cash kon overhandigen, opdracht aan de 2de beklaagde in Armenië om de omkoopgelden uit te betalen via geldtransportbedrijven Western Union en Moneygram en digitale portefeuilles Skrill en Neteller. Nadat een tennisspeler een bepaald resultaat behaalde, stuurde de 1ste beklaagde via Whatsapp, Viber of Telegram een opdracht tot het versturen van de gelden aan de 2de beklaagde. Vervolgens ontving de 1ste beklaagde een foto van het verzendingsdocument van de 2de beklaagde en op basis van dit document liet de 1ste beklaagde weten aan de betrokken tennisspeler welke de identiteit van de zender was en welke ontvangstcode kon worden gebruikt om de gelden te ontvangen. De 1ste beklaagde was verantwoordelijk voor het verspreiden van de informatie betreffende de vervalste tennismatchen aan een netwerk van gokkers. Op deze wijze konden de gokwinsten worden gemaximaliseerd. Het gokken gebeurde met vele verschillende gokaccounts waarbij voortdurend werd gezocht naar personen (muilezels) die hun identiteitsgegevens en bankgegevens ter beschikking wilden stellen (tegen vergoeding).

[Free Translation:

"*35.*
The court finds that the case file contains many weighty and integrally consistent elements that, beyond any reasonable doubt, allow us to deduce, with the necessary judicial certainty, the existence of a criminal organisation within which [GS] *knowingly and intentionally engaged, and behaved, as a leader within the meaning of Article 324ter, §4 of the Penal Code of the organisation.*
Indeed, based on the investigation, it is established that [GS] *contacted several professional tennis players with a view to making arrangements around tennis matches (match-fixing and spot-fixing) and bribing the players.* [GS] *handed over cash money to the bribed tennis players in return for the agreements made.* [GS]*, if unable to hand over the money in cash, instructed the 2nd defendant in Armenia to pay out the bribes through money transport companies Western Union and Moneygram and digital wallets Skrill and Neteller. After a tennis player achieved a certain result,* [GS] *sent an order to send the funds to the 2nd defendant via WhatsApp, Viber or Telegram. Then,* [GS] *received a picture of the document sent by the 2nd defendant and based on this document,* [GS] *announced to the tennis player concerned the identity of the sender and which receipt code could be used to receive*

the funds. [GS] *was responsible for disseminating the information regarding the forged tennis matches to a network of gamblers. In this way, gambling profits could be maximised. The gambling was done with many different gambling accounts, where there was a constant search for individuals (stooges) willing to make their identity details and bank details available (for a fee).*"]

23. At the hearing before the Criminal Court, GS admitted the charges against him of scam ["*escroquerie*" / "*oplichting*"] under Belgian Penal Code, which are referred to as D.1 in the Judgment:

80.
De 1ste beklaagde betwist op de openbare terechtzitting niet langer de feiten onder de tenlastelegging D.1.

[Free Translation: "*The 1st defendant no longer contests at the public hearing the offences under charge D.1.*"]

D. The Investigations of the ITIA regarding the Player and the Proceedings before the AHO

24. In February 2020, the ITIA was granted access to the evidence collated by the Belgian and French authorities in the framework of the Criminal Investigation, in particular: transcripts of interviews, content of forensic downloads of mobile telephones and records of money transfers.

25. On 20 June 2023, the ITIA sent a Notice of Major Offense (the "Notice") to the Player, pursuant to section G.1.a of the 2023 version of the TACP, informing him that he was being charged with 33 alleged breaches of the 2017 and/or 2018 TACP. The 33 alleged breaches were set out in the Notice as four charges, as follows:

Charge	TACP Section	Summary
1	D.1.d of the 2017 and 2018 TACP (Contriving) "*No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.*"	i. You contrived or attempted to contrive an aspect of your doubles match on [redacted] July 2017 at the [redacted] tournament in Portugal in which you were partnering [redacted] and playing against [redacted] ii. You contrived or attempted to contrive an aspect of your doubles match on [redacted] July 2017 at the [redacted] tournament in Portugal in which you were partnering [redacted] and playing against [redacted] iii. You contrived or attempted to contrive an aspect of your singles match on [redacted] July 2017 at the [redacted] tournament in Portugal playing against [redacted] iv. You contrived or attempted to contrive an aspect of your singles match on [redacted] September 2017 at the [redacted] tournament in Egypt playing against [redacted] v. You contrived or attempted to contrive an aspect of your doubles match on [redacted] September 2017 at the [redacted] tournament in Egypt in which you were partnering [redacted] and playing against [redacted] vi. You contrived or attempted to contrive an aspect of your doubles match on [redacted] September 2017 at the [redacted] tournament in Egypt in which you were partnering [redacted] and playing against [redacted] vii. You contrived or attempted to contrive an aspect of your doubles match on [redacted] November 2017 at the [redacted] tournament in

		Kuwait in which you were partnering [redacted] and playing against [redacted] viii. You contrived or attempted to contrive an aspect of your doubles match on [redacted] November 2017 at the [redacted] tournament in Kuwait in which you were partnering [redacted] and playing against [redacted] ix. You contrived or attempted to contrive an aspect of your doubles match on [redacted] May 2018 at the [redacted] tournament in Egypt in which you were partnering [redacted] and playing against [redacted]
2	D.1.e. of the 2018 TACP (soliciting other players): "No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event."	i. You solicited [redacted] to not use his best efforts in an aspect of his singles match on [redacted] May 2018 at the [redacted] tournament in Sweden playing against [redacted] ii. You solicited Romain [redacted] to not us his best efforts in an aspect of his doubles match on [redacted] May 2018 at the [redacted] tournament in Tunisia in which he was partnering [redacted] and playing against [redacted]
3	D.1.b of the 2017 and 2018 TACP (Facilitation) "No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition."	1i-ix and 2i-ii. The ITIA alleges that you contrived or solicited to contrive the outcome and/or aspects of the matches as set out above (Charge 1 and Charge 2) in order to facilitate betting on those matches in breach of section D.1b of the TACP.
4	D.2.a.i of the 2017 and 2018 TACP (Non-reporting) "In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide inside information, it shall be the player's obligation to report such incident to the TIU as soon as possible."	1i-ix and 2i-ii. The ITIA alleges that you failed to report the approaches made to you by an organised criminal network to contrive aspects of the matches as set out above (Charge 1 and Charge 2), in breach of section D.2.a.i. of the TACP.

26. On 30 June 2023, the Player disputed the content of the Notice and requested a hearing to be held.

27. On 11 July 2023, a telephone conversation was held between the AHO and the Parties, during which a draft procedural order was discussed, and the Player contested the jurisdiction of the AHO as well as the legal basis for the proceedings.

28. On 21 July 2023, the AHO issued a first procedural order confirming his appointment and the organisation of the main steps of the procedure, clarifying that the Parties' failure to sign such procedural order would not prevent the matter from going forward. The procedural order was signed by the ITIA on 24 July 2023; the Player refused to sign it.

29. On 15 August 2023, the ITIA filed its submissions and the documents on which it intended to rely including witness statements.

30. On 26 September 2023, the Player filed his answering brief with supporting exhibits as well as a request for additional documentation to the attention of the ITIA.

31. On 29 September 2023, the ITIA submitted its comments to the Player's document requests as well as several documents in response to the same. The ITIA also requested the Player to provide a witness statement from himself with his answering brief.

32. On 3 October 2023, the Player provided his comments to the ITIA's reply and clarified he would provide evidence at the hearing and that his brief was to be considered as his written statement.

33. On 4 October 2023, the ITIA provided additional comments and information regarding the Player's document requests and also accepted the Player's clarifications regarding his witness evidence.

34. On 5 October 2023, the AHO issued a second procedural order, in which he decided (i) that the ITIA's request for the Player's witness statement was moot since the Player was going to provide oral evidence at the hearing and that his brief was to be considered as his written statement; and (ii) to dismiss some of the Player's document requests and to accept others or note that they had been satisfied by the ITIA in the meantime.

35. On 6 October 2023, the ITIA filed its reply brief and supporting exhibits.

36. On 17 October 2023, the Player filed his reply brief and supporting materials.

37. On 23 October 2023, the AHO issued a third procedural order setting out the AHO's guidelines regarding the conduct of cross-examination of the witnesses.

38. On 2 November 2023, the ITIA filed an additional hearing authorities bundle.

39. On 6 November 2023, the AHO issued a fourth procedural order setting out the AHO's instructions in relation to the organisation of the hearing.

40. On 8 November 2023, a hearing was held in Paris, during which the Player's right to provide comments on the ITIA's additional hearing authorities bundle was discussed.

41. On 24 November 2023, within the agreed time limit, the Player filed his comments on the additional hearing authorities' bundle.

42. On 1 December 2023, a virtual hearing took place in the presence of the Parties.

43. On 22 December 2023, the AHO rendered a reasoned decision (the "Appealed Decision"), ordering as follows:

"*247. Leny Mitjana is a Player and a Covered Person within the respective meaning of Sections B.27 and B.10 of the TACP.*

248. The Covered Person is found to have committed Offenses under respectively Sections D.1.d. and D.2.a.i. of the 2017 TACP, and under respectively Sections D.1.d., D.1.b., D.1.e. and D.2.a.i. of the 2018 TACP. As a result of the breaches of the 2017 and 2018 TACP, the Covered Person is declared ineligible from Participation in any Sanctioned Even for a period of ten (10) years.

249. The ordered suspension is effective on the day of the present Decision, in accordance with Section F.6.h.(ii) of the 2023 TACP. The suspension shall therefore commence on 22 December 2023 and end on 22 December 2033.

250. A fine of 20,000 USD has also been imposed on the Covered Person, in accordance with Section H.1.a.(i). Such fine must be paid in full by the Player prior to applying for reinstatement, in accordance with Section J.1 of the TACP.

251. The present Decision is the full, final and complete determination of the matter and is binding on all Parties. The present Decision is however subject to a right of appeal to the Court of Arbitration for Sport (CAS) in accordance with Section I.1. of the 2023 TACP. The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the Decision.

252. The present Decision shall in any event remain in effect while under appeal, unless CAS orders otherwise, in accordance with Section I.2 of the 2023 TACP.

253. The present Decision shall be publicly reported in full, in accordance with Section G.4.e. of the 2023 TACP."

44. The reasoning of the AHO in the Appealed Decision is in essence as follows:

"[W]hen accepting the Player Welfare Statement, the Player was notified of the TACP and of the ITIA's jurisdiction (which would include that of an AHO) to determine any charges brought against him under the TACP. […] Further, while the AHO appreciates that the Player may not, at the time, have made the effort to review in detail the TACP and appreciate the full content thereof, it nevertheless stems from the 'questionnaire' that Mr. Mitjana was required to complete that he was at least aware of his obligation to comply with the TACP. […]Thus, the Player at least acknowledged that it was his responsibility to be aware of and comply with the TACP.

[…] In addition, while the Player may not be fluent in English, the AHO agrees with the ITIA that this cannot in itself pull back his acceptance of the TACP. […] [G]iven the number of occasions on which the Player adhered to the TACP (namely, upon every renewal of his IPIN), and given the fact that the TACP was relatively easily accessible (whether in the ITF World Tennis Tour Regulations, on the website of the ITF or on the page of the Player's IPIN account (under the tab 'Integrity')), he could and should have informed himself of the content of such rules without this being too burdensome. Moreover, leaving aside the jurisdictional consequences of adhering to the TACP, it cannot be presumed (and it has not been pleaded) that professional sports players including the Covered Person are generally not aware of the overarching goal of combating corruption in professional sports, and notably tennis, through appropriate and effective means. […] The AHO concludes that Mr. Mitjana effectively consented to the application of the TACP and to the jurisdiction of the ITIA when requesting or renewing his IPIN membership. […]

As regards firstly the legal bases for the ITIA's investigation and subsequent commencement of the present disciplinary proceedings, the AHO considers that not only do they exist under the TACP, but more importantly that they were expressly communicated to the Player in the Notice of 20 June 2023. […] It is therefore incorrect to assert that these proceedings emerged ex nihilo.
[…] As regards secondly the ITIA and the AHO's independence and impartiality, the AHO notes that the Player does not challenge the same based on the ITIA's or the AHO's behaviour in the present case. Rather, the Player questions such independence and impartiality as a matter of principle, because of the alleged dual nature of the ITIA's intervention in these proceedings (as Party and as 'judge') and because of the fact that the AHO would be designated and remunerated by the ITIA. […] However, the AHO finds these two elements to be insufficient to conclude that the ITIA and/or the AHO lack independence and impartiality. Indeed, whilst the Player's concerns are understandable in principle, the involvement of a different and independent department or entity of a sport federation as a party in disciplinary proceedings instigated by such federation is [redacted] *and does not, in itself, compromise the independence or the impartiality of such proceedings. […]*
As regards finally the ITIA's alleged retention of documentation, the AHO notes that the ITIA voluntarily disclosed extensive factual evidence (including from the Belgian and French criminal files) in support of its written submissions, and that it moreover accepted to provide many of the documents or information requested by the Player during the proceedings. Further, the AHO considers that the ITIA's refusal to provide certain specific information, including for confidentiality reasons, was justified in the present case – as decided on a case-by-case basis under Procedural No. 4.

[…] [Based on] Section K.2 of the TACP […], there is no doubt that the applicable law to the TACP is that of the State of Florida. Moreover, in international arbitration, it is a well-established principle that parties may refer to a given national law, or rules of law, to govern their relationship. By consenting to the TACP as determined above, the Player necessarily agreed to be bound by Florida law.
[…] In addition, whilst the AHO appreciates that Florida law may seem remote to a French tennis player charged with offenses outside of the United States, the AHO agrees with the ITIA that it is important to subject a particular set of rules of an international sporting body to the same applicable law, regardless of where the Player

resides. […] Having established that the TACP is governed by the laws of the State of Florida, the question is whether the TACP (including its Section F.4) should be considered as abusive and/or unconscionable in accordance with Florida law.
[…] In this respect, the AHO finds that Mr. Mitjana is not a consumer, but rather a professional tennis player who repeatedly accepted the Player Welfare Statement as well as the TACP in order to benefit from an IPIN membership, enabling him to participate in professional tennis tournaments […].
Moreover, and while it remains debatable whether the Player had any bargaining power to amend or even refuse the same, the AHO finds that it is within the generally-accepted organisation of professional sports to agree to be bound by a set of procedural and substantive rules reflecting consensus at large, in order to be able to take part in the competitions. […]
Further, the AHO finds that the TACP is not unconscionable, whether procedurally or substantially, as follows.

[Based on] Section G.3 of the TACP […], the burden lies on the ITIA to establish that any alleged corruption offense has indeed been committed, based on a preponderance of the evidence. […] The AHO moreover notes that Florida law does not forbid the application of preponderance of evidence as a standard of proof in disciplinary proceedings of a civil nature, such as the present one (see The Florida Bar v. Mogil, 763 So.2d 303 (Fla.2000)). Thus, there is no reason to challenge or depart from Section G.3.a of the TACP in the present matter.

[…] Turning specifically to the different WhatsApp / text messages / Telegram messages that exist between GS and contacts saved in his telephone as 'Leny', 'Lexy' and 'LENY.FR', the AHO finds that it is more likely than not that such contacts correspond to the Player. This is so for the following reasons:

- It stems from GS' modus operandi that he regularly provided new sim cards to the tennis players he interacted with, and that he saved the corresponding new telephone numbers under abbreviations or nicknames. In such circumstances, it is likely that the different contacts saved in GS' telephone as 'Leny', 'LENY.FR', 'Lex'y' (and 'Leny NI2') in fact correspond to the very same person, who was just provided with different sim cards. It is moreover not unlikely that 'Leny' would refer to Leny Mitjana (the Player). In fact, given the singularity of the name 'Leny' amongst professional tennis players, the AHO considers that it is more likely than not that 'Leny' refers to the Player. The AHO notes in this respect that he was not convinced by the Player's assertion that 'Leny' may reasonably have referred to another person.
- In a notebook that was found by the Belgian prosecutors at GS' residency, the name 'Leny' is written next to two different telephone numbers. It is uncontested by the Player that one of the two numbers written down [redacted] *corresponds to his personal phone number. Thus, it is uncontested that GS' notebook contained the Player's personal telephone number next to the name 'Leny'. This shows that in GS' mind, 'Leny' ought to have referred to the Player. Moreover, though the Player argues that the other telephone number listed in the notebook* [redacted] *is not his, the AHO considers that it is more likely that not that both numbers written down next to the same name, 'Leny', would be those of the same 'Leny'.*

- In addition, the French tennis player Mr. [redacted] who was interrogated by the French police, confirmed during his interrogation that to him 'Leny' was Leny Mitjana – which corroborates (or at least does not contradict) the AHO's findings above.
[…] Considering the content of the exchanges between GS and the Player (addressed in more detail below, in relation to each specific match), the AHO finds that such communications constitute sufficient circumstantial evidence from which it can be inferred that it is more likely than not that the Player was involved, whether directly or indirectly, in contriving the outcome of tennis matches along with GS' criminal network.

[…] Bearing the above in mind, the question to be determined by the AHO, however, is whether or not it is more likely than not that the Player was involved in match fixing specifically with respect to the 11 matches listed in the Notice, such that the offenses listed in such Notice are established. The AHO will address the same below. […]

1. Match 1: doubles match ([redacted]MITJANA v. [redacted] on [redacted] July 2017 at the [redacted] tournament in Portugal

[…] The AHO is satisfied that the screenshots on GS' phone, the placing of bets on this match from an account in the name of [redacted] and the subsequent Skrill payment made by [redacted] to [redacted] – taken together – correspond to GS' modus operandi and are sufficient to conclude that it is more likely than not that this match was fixed by GS' criminal network. […¨
Turning to the evidence involving Mr. Mitjana personally (namely, the conversation between him and GS on the one hand, and the interrogation of Mr. [redacted] on the other hand), the AHO finds that given the date of the communications between GS and 'Leny.fr' ([redacted] May 2018), it cannot be inferred from them that it is more likely than not that the Player was involved in the fixing of a match that took place on [redacted] July 2017 (i.e. almost a year before). Further, the transcript of the interrogation of Mr. [redacted] by the French police merely states that according to Mr. [redacted] Mr. [redacted] engaged in match fixing with other people than GS, and that Mr. [redacted] never acted as intermediary between GS and Mr. [redacted] Thus, no reference is made to a fix of this match involving the Player, in such testimony. It cannot therefore be inferred from such allegations that it is more likely than not that the Player fixed this match, or that he acted as an intermediary between GS and Mr. [redacted]
[…]The AHO concludes that the circumstantial evidence is insufficient to conclude that it is more likely than not that the Player committed any of the alleged breaches of the TACP in relation to Match 1. Therefore, all of the charges relating to this match are dismissed.

2. Match 2: doubles match ([redacted] v. [redacted]MITJANA) on [redacted] July 2017 at the [redacted] tournament in Portugal

[…] The AHO is satisfied that the reference to this specific match in the Belgian criminal file, the WhatsApp exchanges between GS and his accomplice, the screenshots of the match saved on GS' phone, the opening of several betting accounts, placement of bets from such accounts, and the Skrill payments from [redacted] to account holders – put together – constitute circumstantial evidence proving that it is more likely than not that Match 2 was fixed by GS and his criminal network. However, in the absence of any

element showing that there may have been relevant communications between GS and the Player, or any element showing that it is likely that the Player would have received a payment from GS' criminal network, or any other circumstantial evidence, it cannot be inferred that it is more likely than not that the Player was involved in fixing this match along with GS' criminal network.
[…] Turning to the high number of double faults made by the Player during that match, the AHO finds that whilst they are indeed suspicious, they do not constitute sufficient circumstantial evidence showing that it is more likely than not that the Player fixed the match. This is all the more so since: no additional element establishes that the Player committed such double faults intentionally; the Player may have had, as he submits, injuries at the shoulder, wrist and elbow (which may justify his on-court playing); and Mr. [redacted] and Mr. [redacted] won the [redacted] game in extremis, after deuce (rather than [redacted] for instance). The AHO accordingly finds that it is just as likely than not, based on the Player's double faults, that the Player was involved in match fixing. […] Therefore, all of the charges relating to this match are dismissed.

3. Match 3: singles match (MITJANA/[redacted] on [redacted] July 2017 at the [redacted] tournament in Portugal

[…] [T]he AHO is satisfied that the reference to this specific match in the Belgian criminal file, the exchanges between GS and his accomplice and the screenshots of the match saved on GS' phone – put together – constitute circumstantial evidence proving that it is more likely than not that Match 3 was fixed by GS and his criminal network. However, it cannot be inferred from such evidence that it is more likely than not that the Player was involved in fixing this match. This is so particularly because the messages between GS and his accomplice do not refer to any instruction that may have been given to the Player. Rather, they merely acknowledge that 'they' (it is presumed, the tennis players) did not 'manage' the [redacted] set as per the bet, without however providing any indication of the Player's involvement in this scheme.
[…] Moreover, it is noteworthy that in his [redacted] service game of the [redacted] set, the Player won every single point (winning the game [redacted] The score therefore does not support the idea that the Player would have voluntarily attempted to lose his [redacted] service game as per the bets that were placed.
[…] Whilst the AHO has strong suspicions in respect of the loss of the [redacted] set, the AHO concludes, in the present instance, that the circumstantial evidence is insufficient to conclude that it is more likely than not that the Player committed any of the alleged breaches of the TACP in relation to Match 3. Therefore, all of the charges relating to this match are dismissed.

4. Match 4: singles match (MITJANA/[redacted] on [redacted] September 2017 at the [redacted] tournament in Egypt

[…] The AHO is here again satisfied that the reference to this specific match in the Belgian criminal file, the screenshot of the match on GS' phone and the exchanges between GS and his accomplice constitute, together, circumstantial evidence establishing that it is more likely than not that Match 4 was fixed by GS and his criminal network.
[…]Whilst there are here also no concrete elements proving that there may have been a communication in this respect between GS (or any other member of his criminal

network) and the Player, in the present instance, the AHO however finds that the on-court playing of the Player is so highly suspicious that it confirms the likeliness of his participation in the fix.
[…] The Player has justified his tennis playing during that match by his opponent's tennis level and by his injuries at the hand affecting his two-handed swings (which he complained of to both his partner and mother after the match). Whilst the AHO deems it possible that the Player's blisters may have affected his on-court playing, particularly during the [redacted] set, the AHO finds, in the present instance, that it is more likely than not that the Player committed a breach of the TACP in relation to Match 4. Absent compelling evidence that it was the Player's normal practice to share photographs of his (minor) injuries with his partner and mother, the AHO was particularly not convinced by the Player's defence in this respect. Further, the discrepancy between the [redacted] set and the [redacted] set is too highly suspicious, in the AHO's view.

6. Match 6: doubles match ([redacted] MITJANA v. [redacted] on [redacted] September 2017 at the [redacted] tournament in Egypt

[…] As regards firstly the reference to this specific match in the Belgian criminal file, the screenshots on GS' phone, and the various exchanges between GS and his accomplices, the AHO considers that such evidence, put together and in light of GS' modus operandi, constitute circumstantial evidence establishing that it is more likely than not that Match 6 was fixed by GS and his criminal network. […]However, the fact that Mr. [redacted] was paid by GS to [redacted] the match does not in itself indicate that any of the other players were also involved in this scheme. […] [In] light of GS' modus operandi (providing multiple sim cards to the tennis players) and given the singularity of the name 'Leny' amongst professional tennis players, it is likely that the contact 'Leny' corresponded to the Player. This is all the more so since it has been established that GS referred to the Player as 'Leny' (for instance, in his notebook when listing the Player's actual telephone number). The AHO infers from this that it is likely that the Player was implicated, directly or indirectly, in GS' criminal network. However, given that the contact 'Leny' was added on [redacted] September 2017 (i.e. [redacted] days after the match), this does not support the idea that GS would have necessarily entered in contact with the Player prior to the match in order to fix the same.
[…] Turning to the oral evidence provided by Mr. [redacted] to the French police, the AHO questions its reliability, for several reasons. Firstly, the AHO notes that when asked whether he would be willing to participate in a confrontation with the Player, before the French police, Mr. [redacted] refused to do so. Second, the AHO notes a contradiction between the above evidence and Mr. [redacted] testimony, according to which the Player would never work with GS directly but only via intermediaries. If this was the case, then it is indeed likely that GS would not have provided the Player with a new sim card and saved his contact on his phone on [redacted] September 2017 (as GS would use intermediaries to reach out to the Player). The AHO finds that Mr. [redacted] testimony moreover contradicts the 'general evidence' studied above (under Section B), which also indicates that it is likely that GS and the Player communicated directly with one another. Thirdly, it is confirmed both by Mr. [redacted] and by the Player that they did not have a good relationship. […]

Considering the above, the AHO decides that the circumstantial evidence is insufficient to conclude that the Player would have committed a corruption offense in relation to Match 6. Therefore, all of the charges relating to this match are dismissed.

7. Match 7: doubles match ([redacted] v. [redacted] MITJANA) on [redacted] November 2017 at the [redacted] tournament in Kuwait

[…] The AHO finds that in light of GS' modus operandi, the screenshots on GS' phone as well as the photograph of the betting slip suggest that Match 7 was fixed. This is all the more so since GS' bet that Mr. [redacted] and Mr. [redacted] would win the [redacted] game of the [redacted] set proved accurate. […]
the exchanges that took place between GS and 'Leny' prior to the match are, in the AHO's view, sufficiently telling. […]
AHO McLaren's allegation that the Player would be a 'known GS intermediary' corroborates (but does not alter in any way) the AHO's conclusion above that it is more likely than not that the Player would have liaised with GS with a view to contriving the outcome of this match (and in particular of the [redacted] game of the [redacted] set).
[…] Considering the above, the AHO finds that it can be inferred from the circumstantial evidence at hand that it is more likely than not that the Player at least attempted to contrive an aspect of Match 7. The ITIA has therefore established a breach of Section D.1.d of the 2017 TACP.
[…] It is moreover inferred that the Player would have gained money or some other benefit to influence the outcome of the [redacted] game of the [redacted] set (as there is no reason to believe that the Player would have accepted to incur any risk without deriving any benefit therefrom), such that the breach of Section D.2.a.i. of the 2017 TACP is also established.
However, whilst there are traces of communications between GS and the Player, no trace of a solicitation by the Player to Mr. [redacted] with a view to wagering on an aspect of Match 7 exists. Therefore, no breach of Section D.1.b. of the 2017 TACP has been established.

8. Match 8: doubles match ([redacted] v. [redacted] MITJANA) on [redacted] November 2017 at the [redacted] tournament in Kuwait

[…] [I]t is not disputed by the Player himself than on the evening before the match, he received on his personal mobile phone a WhatsApp message saying 'T', from a certain 'Greg Maestro'. According to the AHO, it is likely that with that latter message, which is considered to have been sent by GS, GS invited the Player to pursue a conversation via Telegram. Given that no other message was subsequently sent on WhatsApp, it is likely that the Player and GS continued communicating via Telegram (and unlikely that the Player simply ignored such message, as alleged by him in these proceedings).
[…] The above message is in itself very suspicious and, considering GS' modus operandi, it constitutes circumstantial evidence establishing that it is more likely than not that GS solicited the Player to contrive the outcome of Match 8. The question that remains is whether it is likely that the Player did attempt to fix the match following such solicitation.
[…] Looking at the score card, the AHO notes that the Player lost both service games during the [redacted] set. His [redacted] service game was lost following a double fault made at a strategic deciding point: the Player was indeed leading [redacted] and his double fault

prevented him from [redacted] the game. The Player then started his [redacted] service game (which was decisive, since his opponents had already won [redacted] games) with [redacted] double faults, enabling his opponents to reach [redacted] and to subsequently win the game. […]
In the present case, AHO McLaren's allegation that the Player 'was involved in the fix' corroborates (but does not alter in any way) the AHO's conclusion above that it is more likely than not that the Player attempted to contrive Match 8.
[…] It can therefore be inferred from the circumstantial evidence above that it is more likely than not that the Player attempted to contrive the outcome of Match 8, and the breach of Section D.1.d. of the 2017 is therefore established.
[…] It is moreover inferred that it is more likely than not that the Player would have been offered or gained money or some other benefit to influence the outcome of the [redacted] set (as there is no reason to believe that the Player would have accepted to incur any risk without deriving any benefit therefrom), such that the breach of Section D.2.a.i. of the 2017 TACP is also established.
[…] However, given that no trace of a solicitation by the Player to Mr. [redacted] with a view to wagering on an aspect of Match 8 exists, no breach of Section D.1.b. of the 2017 TACP has been established.

9. Match 9: doubles match ([redacted] v. [redacted]MITJANA) on [redacted] May 2018 at the [redacted] tournament in Egypt

[…]The AHO is satisfied that the different WhatsApp messages between GS and his accomplices, along with the screenshots of the match and photographs of betting slips, constitute sufficient circumstantial evidence from which it can be inferred that it is more likely than not that GS fixed this match. […] As regards the Player's potential involvement in the fix, it is noteworthy that the Player and his partner lost the two sets as predicted by GS and, more significantly, that their [redacted] service game of the [redacted] set (which was the object of a specific bet by GS, and which was served by the Player) was lost by the latter. In particular, the Player only scored one point during such game.
[…] Even more suspicious are the notes that were found on GS' phone, both prior to the match and thereafter, stating 'Mitj.: 0.0'. The Player's allegation that such notes would (if anything) confirm his lack of involvement are not credible. The AHO is indeed satisfied that it is more likely than not that 'Mitj.' is a diminutive for 'Mitjana' and thus, that it refers to the Player. Moreover, the amount '0.0' was written in the morning of the day of the match, which suggests that no amount had yet been agreed between the Player and GS, but that a debt would eventually be recorded. It is indeed likely that the '0.0' amount was amended thereafter (to reflect a payment to be made to the Player, as per GS' modus operandi), since GS subsequently drafted another note stating 'Mitj.: 0.0' on 27 May 2018. Had the '0.0' amount remained unchanged after the match on [redacted] May, then GS would not have needed to re-enter this figure in a new note 9 days later.
[…] It is also significant that a few days after the match, the Player wrote to GS via Telegram with a clear view to meeting him at a station in Paris. Considering the above, the AHO is satisfied that the circumstantial evidence adduced by the ITIA establishes that it is more likely than not that the Player contrived the outcome of Match 9. The breach of Section D.1.d. of the 2018 is therefore established. […] It is moreover inferred that it is more likely than not that the Player has gained money as a result of the above offense (particularly in light of his meeting with GS at a station in Paris), such that the breach of Section D.2.a.i. of the 2018 TACP is also established. […]

However, given that no trace of a solicitation by the Player to his partner with a view to wagering on an aspect of Match 9 exists, no breach of Section D.1.b. of the 2018 TACP has been established.

10. Match 10: singles match between [redacted] and [redacted] on [redacted] May 2018 at the [redacted] Tournament in Sweden

[…] As regards firstly the messages between 'LENY.FR' and GS, it is likely that they correspond to a communication between GS and the Player. This is so because one of the numbers associated to the contact 'LENY.FR' [redacted] was listed in a notebook that was found in the residency of GS, next to the name 'Leny'. Turning to the contents of the messages between the Player and GS, it appears that the Player intended on using Telegram (when sending GS a WhatsApp message stating 'T' on 14 May 2018 in the evening) but that Telegram was not functioning properly (as indicated in GS' reply: 'T no longer works very well', 'I write you with another mnt'). The Player therefore asked GS via WhatsApp, 'you can tell me for [redacted] he plays tomorrow morning'. It can be inferred from this message that the Player was making enquiries to facilitate a potential fix of the match to be played by Mr. [redacted] on the following day (15 May 2018). […] In the subsequent exchange of messages between GS and the Player, GS provides the latter with a different phone number to reach him via Telegram, and the WhatsApp messages cease thereafter. Given GS' modus operandi, it is likely that the Player and GS pursued this conversation via Telegram, which explains that no written trace of the same exists. […] Thus, the above evidence, alone, only shows that it is likely that the Player attempted to facilitate the fix of the match. However, in the absence of any additional evidence showing that the match was effectively fixed, and in the absence of any evidence showing that it is likely that the Player effectively solicited Mr. [redacted] or facilitated the latter's involvement in the fix of the match, the offenses under Section D.1.e. and Section D.1.b. of the 2018 TACP are not established. […] The above conclusion is moreover corroborated by AHO McLaren's findings in his decision of 17 April 2023, which states that 'the weight of the evidence is insufficient to draw the reasonable inference from all of the circumstances to conclude that it is more likely than not that Match #9 was fixed.' […] In addition, considering that in the present case, it seems that it is the Player who reached out to GS, and that there exists no evidence showing that the Player subsequently received any offer (let alone, any money or benefit) from GS to influence the match or provide any inside information, strictly speaking the criteria of Section D.2.a.i. are not met. Therefore, all of the charges relating to this match are dismissed.

11. Match 11: doubles match ([redacted] v. [redacted] on [redacted] May 2018 at the [redacted] tournament in Tunisia

[…] As regards the communications between 'LENY.FR' and 'Ragnar', the AHO is satisfied that these amount to communications between the Player (who is likely to correspond to 'LENY.FR', as already established above, and as corroborated by Mr. [redacted] testimony) and GS ('Ragnar' being one of the nicknames used to refer to GS). […] Turning to the actual content of the exchange that took place between the Player and GS on [redacted] May 2018, it can be inferred from the same that the Player acted as intermediary between GS and Mr. [redacted] with a view to fixing Match 11. […] It can be inferred from the above messages that it is more likely than not that the Player entered

in contact with Mr. [redacted] *to facilitate the fix of the match for GS, and that Mr.* [redacted] *agreed with the Player to lose the* [redacted] *sets of the doubles match. […] Moreover, while the conversation between the Player and GS that took place after the match indicates that the fix did not take place as planned (because Mr.* [redacted] *partner, Mr.* [redacted] *would have accepted to contrive the outcome of the match with another person than GS), this is irrelevant for the purposes of establishing a breach of the TACP. […] Considering the above, the AHO is satisfied that the circumstantial evidence adduced by the ITIA establishes that it is more likely than not that the Player acted as intermediary between GS and Mr.* [redacted] *in relation to Match 11. The breach of Section D.1.e. and of Section D.1.b. of the 2018 TACP is therefore established. […] It is moreover inferred that it is more likely than not that the Player was offered money as a result of the above offense (as there is no reason to believe that the Player would have accepted to incur any risk without deriving any benefit therefrom), such that the breach of Section D.2.a.i. of the 2018 TACP is also established (the fact that the Player may not ultimately have been paid the amount he was offered being irrelevant).*
[…] SANCTIONS […]
[W]hile the AHO retains full discretion in relation to the sanctions to be imposed in accordance with the TACP, he deems it appropriate to follow the different steps proposed by the ITIA Sanctioning Guidelines.

[…] ***Step 1*** *consists in determining the offense category, by assessing both the culpability of the Player as well as the impact of his offenses on the sport. […]As regards firstly the culpability of the Player, the AHO notes that out of the 33 offenses which the Player was charged with, 11 have been established by the AHO, in relation to matches that occurred between November 2017 and May 2018. Whilst it is debatable whether the same constitutes a 'protracted' period of time, it does amount to 'multiple' offenses. The communications that took place between the Player and GS prior to the corrupt matches moreover show that such offenses involved planning and premeditation. With respect to whether the same qualifies a 'high degree' of planning or premeditation (as opposed to 'some'), the AHO finds particularly relevant the fact that, on the basis of the available evidence, the Player himself invited GS to use Telegram to communicate, as found under Match 10 above. It has moreover been established that the Player has acted as intermediary between GS and other tennis players, and has notably lead others (or at the very least attempted to lead others) to commit offenses, as found particularly in relation to match 11 above. On the basis of the above findings, and noting in any event that not all factors under a particular category need be present for such categorization to apply, the AHO determines that this places the Player in the 'A – High culpability' category.*
[…] Turning to the impact of his offenses, there is no doubt that the Player committed Major TACP offenses which have a material impact on the reputation and integrity of sport. It is also more likely than not that the Player would have gained money by committing these offenses, as there is no reason to believe that the Player would have accepted to incur any risk without deriving any benefit therefrom […]. ***Step 2*** *consists in determining the starting point to reach a sanction. […] Pursuant to the ITIA Sanctioning Guidelines, the starting point for offenses falling within the Category 2-A is a 10 year suspension. […] In the present case, there are no aggravating factors which could lead the AHO to increase the 10-year suspension. […] Conversely, no mitigation factor exists either. […] Separately Section H.1.a.(i) of the TACP allows for fines up to $250,000, plus an amount equal to the value of any winnings or other amounts received*

by the Player. The ITIA Sanctioning Guidelines moreover provide guidance with respect to the appropriate amount of fine to be imposed, depending on the number of Major Offenses established. […] For 10-15 Major Offenses proven, as in the present matter (namely 6 Corruption Offenses and 5 breaches of reporting obligations), the fine scale ranges between $50,001 and $75 ,000. In the present case, it has also been established during the hearing that the Player's primary source of income stems from participation in tennis, primarily as a coach, and that his average income is probably less that the amount of the otherwise-applicable fine, be it the one contemplated under 5-10 or 10-15 Major Offenses. The AHO therefore determines, within his discretionary powers, that the fine shall be set at 20,000 USD."

45. The offences confirmed in the Appealed Decision can be summarised as follows:

Matches	**2017 TACP Breaches**			
	D.1.d Contriving	**D.1.e Soliciting others not to use best efforts**	**D.1.b Facilitating a bet**	**D.2.a.i Failure to report**
Match 1: doubles match ([redacted]MITJANA v. [redacted] on [redacted] July 2017.	Dismissed	X	Dismissed	Dismissed
Match 2: doubles match ([redacted] v. [redacted]MITJANA) on [redacted] July 2017	Dismissed	X	Dismissed	Dismissed
Match 3: singles match (MITJANA/[redacted] on [redacted] July 2017	Dismissed	X	Dismissed	Dismissed
Match 4: singles match (MITJANA/[redacted] on 8 September 2017	Established	X	Dismissed	Established
Match 5: doubles match ([redacted]MITJANA v. [redacted] on [redacted] September 2017	Dismissed	X	Dismissed	Dismissed
Match 6: doubles match([redacted]MITJANA v. [redacted] on [redacted] September 2017	Dismissed	X	Dismissed	Dismissed
Match 7: doubles match ([redacted] v.	Established	X	Dismissed	Established

[redacted]MITJANA) on [redacted] November 2017				
Match 8: doubles match ([redacted] v. [redacted]MITJANA) on [redacted] November 2017	Established	X	Dismissed	Established
Matches	**2018 TACP Breaches**			
	D.1.d Contriving	**D.1.e Soliciting others not to use best efforts**	**D.1.b Facilitating a bet**	**D.2.a.i Failure to report**
Match 9: doubles match ([redacted] v. [redacted]MITJANA) on [redacted] May 2018	Established	X	Dismissed	Established
Match 10: singles match between [redacted] and [redacted] on [redacted] May 2018	X	Dismissed	Dismissed	Dismissed
Match 11: doubles match ([redacted] v. [redacted] on [redacted] May 2018	X	Established	Established	Established

46. The Appealed Decision was notified to the Parties on the day of its issuance.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

A. In the proceeding *CAS 2024/A/10295*

47. On 10 January 2024, the Player filed with the Court of Arbitration for Sport (the "CAS") a Statement of Appeal against the ITIA with respect to the Appealed Decision, pursuant to Articles R47 and R48 of the CAS Code of Sports-related Arbitration (the "CAS Code") in which he nominated Dr Karim Adyel, Attorney-at-law in Paris, France, and Casablanca, Morrocco, as arbitrator and proposed a bilingual procedure in English and French.

48. On 18 January 2024, the CAS Court Office invited the Player to file his Appeal Brief within the prescribed time limit and requested the ITIA to nominate an arbitrator and to inform whether it agreed with the bilingual nature of the present proceedings.

49. On 22 January 2024, the ITIA informed the CAS Court Office that it objected to a bilingual proceeding, stating that the language of the proceedings should be English and that if the counsel of the Player and witnesses (if any) would provide evidence and/or make oral submissions or declarations in French, the Player would need to procure an interpreter at his own expense.

50. On 26 January 2024, the ITIA nominated Mr Jamie Herbert, Solicitor in London, United Kingdom, as arbitrator.

51. On 31 January 2024, the Player filed his Appeal Brief with the CAS Court Office.

B. In the proceeding *CAS 2024/A/10313*

52. On 24 January 2024, the ITIA filed a Statement of Appeal with the CAS against the Player with respect to the Appealed Decision, pursuant to Articles R47 and R48 of the CAS Code in which it nominated Mr Jamie Herbert, Solicitor in London, United Kingdom, as arbitrator and proposed this appeal to be consolidated, per article R52 of the CAS Code, with the proceedings *CAS 2024/A/10295* initiated by the Player against it with respect to the same Appealed Decision.

53. On 26 January 2024, the CAS Court Office acknowledged receipt of the Statement of Appeal filed by the ITIA against the Player with respect to the same Appealed Decision and invited the Parties to inform the CAS Court Office whether they would agree to consolidate the proceedings *CAS 2024/A/10295* and *CAS 2024/A/10313*. The CAS Court Office also invited the Player to inform it whether he would agree with the proceedings to be conducted in English and to confirm the appointment of Dr Karim Adyel, Attorney-at-law in Paris, France and Casablanca, Morrocco, as arbitrator in case of consolidation.

54. On 29 January 2024, the ITIA confirmed its agreement with the proposed consolidation of the proceedings *CAS 2024/A/10295* and *CAS 2024/A/10313*.

55. On 30 January 2024, the Player informed the CAS Court Office that he objected to the consolidation of the two proceedings *CAS 2024/A/10295* and *CAS 2024/A/10313* and requested a bilingual (French/English) procedure.

56. On 31 January 2024, the CAS Court Office informed the Parties that, in light of the disagreement among the Parties on the issue of consolidation of the two proceedings *CAS 2024/A/10295* and *CAS 2024/A/10313*, it would be for the Division President (or her Deputy) to rule on such issue, pursuant to Article R52 (5) of the CAS Code. The CAS Court Office also invited the ITIA to comment on the Player's request to have a bilingual (French/English) procedure.

57. On 1 February 2024, the ITIA informed the CAS Court Office that it did not agree to have a bilingual (French/English) procedure and that the present procedure should be conducted in English. The same day, the Player appointed Dr Karim Adyel, Attorney-at-law in Paris, France and Casablanca, Morrocco, as arbitrator.

C. In the consolidated proceedings *CAS 2024/A/10295 & CAS 2024/A/10313*

58. On 2 February 2024, the CAS Court Office informed the Parties that the Deputy Division President had decided to consolidate the above-mentioned proceedings since the Parties and the Appealed Decision were identical in both proceedings. In addition, the CAS Court Office informed the Parties that, in light of the objection of the ITIA, the proceedings at hand would be conducted in English exclusively, and that if the Player intended to give evidence or make oral submissions in French, he would be able to do so provided that he procures an interpreter at his expense.

59. On 23 February 2024, within the agreed time limit, the ITIA filed its Appeal Brief in the matter *CAS 2024/A/10313* (consolidated with *CAS 2024/A/10295*) with the CAS Court Office.

60. On 26 February 2024, the ITIA filed its Answer in the matter *CAS 2024/A/10295* (consolidated with *CAS 2024/A/10313*) with the CAS Court Office.

61. On 27 February 2024, the CAS Court Office informed the Parties that Mr Jacques Radoux, Legal Secretary at the Court of Justice of the European Union, Luxembourg, had been appointed as the President of the Panel in the present consolidated proceedings.

62. On 8 April 2024, the Player filed his Answer in the matter *CAS 2024/A/10313* (consolidated with *CAS 2024/A/10295*) with the CAS Court Office.

63. On the same day, the Player also filed a "response to the answer brief of the ITIA (10295)" with the CAS Court Office

64. On 16 April 2024, the CAS Court Office invited the Parties to indicate whether they preferred a hearing to be held in this matter or for the Panel to issue an award based solely on the Parties' written submissions; in addition, the Parties were invited to indicate whether they requested a case management conference ("CMC") with the Panel in order to discuss procedural issues as well as the preparation of the hearing and any issue relating to the taking of evidence.

65. On 17 April 2024, the Player informed the CAS Court Office that he preferred a hearing to be held in the present proceedings.

66. On 23 April 2024, the ITIA informed the CAS Court Office that it did not agree with the filing by the Player of his "response to the answer brief of the ITIA (10295)" and therefore requested that the Player's submission be declared inadmissible. The ITIA further expressed its preference for a hearing as well as a CMC to be held in the present proceedings.

67. On 25 April 2024, the Player clarified that the "response to the answer brief of the ITIA (10295)" only contains points also contained in his Answer brief filed in the matter *CAS 2024/A/10313*. He argued that if the ITIA's appeal filed in the matter *CAS 2024/A/10313* were declared inadmissible – which is his position – then it would be important for him to be able to "*argue upon objections sustained by the ITIA in the first proceedings (CAS 2024/A/10295)"*.

68. On 25 April 2024, the CAS Court Office informed the Parties that the admissibility of ITIA's appeal in *CAS 2024/A/10313* and the Player's "*response to the answer brief of the ITIA (10295)"* would be decided upon by the Panel, once constituted.

69. The same day, the CAS Court Office confirmed to the Parties that the Panel appointed to decide on the present matter would be constituted as follows:

    President: Mr Jacques Radoux, Legal Secretary at the Court of Justice of the European Union, Luxembourg

Arbitrators: Dr Karim Adyel, Attorney-at-Law in Paris, France, and Casablanca, Morocco

Mr Jamie Herbert, Solicitor in London, United Kingdom

70. On 7 May 2024, the CAS Court Office informed the Parties that a hearing would be held in the present proceedings and also consulted the Parties as to possible dates for a CMC. The CAS Court Office also invited the ITIA to comment on the Player's objection to the admissibility of the ITIA's appeal. Finally, the CAS Court Office informed the Parties that the Panel would be assisted by Ms Stéphanie De Dycker, Clerk at the CAS, in the present proceedings.

71. On 13 May 2024, the CAS Court Office informed the Parties that a CMC would be held on 31 May 2024 by videoconference.

72. On 17 May 2024, the ITIA provided its comments on the Player's objection to the admissibility of the ITIA's appeal.

73. On 31 May 2024, a CMC was held by videoconference. During the CMC, the Panel requested the Parties to indicate which of their witnesses they wished to hear and cross-examine at the hearing and discussed the issues of admissibility raised by the Parties. The Panel also informed the Parties on possible hearing dates. Finally, the Panel invited the ITIA to reconsider its refusal to share the costs of a French simultaneous interpretation during the hearing given that it had itself appealed the Appealed Decision and asked the Player to provide translations into English of some of his exhibits.

74. On 6 June 2024, the CAS Court Office informed the Parties that the Panel had decided that the ITIA's appeal lodged on 24 January 2024 was admissible and that the Player's "*response to the answer brief of the ITIA (10295)"* filed on 8 April 2024 in the matter *CAS 2024/A/10295* was inadmissible, and that the reasons for these decisions would be provided in the Award. The CAS Court Office also further consulted with the Parties about possible hearing dates.

75. On 11 June 2024, the ITIA informed the CAS Court Office that it agreed to share the costs for a French simultaneous interpretation with respect to the witness evidence and the cross-examination of the Player and his witnesses, but not for the entire hearing. On the same day, the Player provided the requested exhibits' translations.

76. On 21 June 2024, the CAS Court Office consulted with the Parties about a new possible hearing date.

77. On 24 June 2024, the Player confirmed his availability for a in person hearing on the proposed hearing date; the ITIA informed the CAS Court Office that on the suggested hearing date, it would be available for remote hearing only.

78. On 25 June 2024, further to the CMC, the Player confirmed the CAS Court Office that he did not intend to cross-examine the ITIA's witnesses.

79. On 2 July 2024, the CAS Court Office informed the Parties that given the nature and seriousness of the charges brought against the Player, the Panel insisted to hold the

hearing in person and offered to accommodate the ITIA by allowing its legal team to attend the hearing both in person and remotely.

80. On 3 July 2024, the ITIA informed the CAS Court Office that after making some re-arrangements it was available for an in person hearing on the suggested hearing date.

81. On 4 July 2024, the CAS Court Office informed the Parties that an in-person hearing would be held in the present proceedings on 6 September 2024 at the headquarters of the CAS in Lausanne. The CAS Court Office also invited the Parties to provide their list of hearing attendees.

82. On 24 July 2024, the Parties provided the CAS Court Office with a joint indicative hearing schedule.

83. On 20 August 2024, the ITIA provided its list of hearing attendees.

84. On 27 August 2024, the CAS Court Office issued an order of procedure (the "Order of Procedure") in the present matter and requested the Parties to return a completed and signed copy.

85. The same day, the ITIA returned the signed copy of the Order of Procedure.

86. On 2 September 2024, the Player provided his comments to the Order of Procedure requesting the services of an interpreter for the whole hearing and excluding any withdrawal of his rights.

87. On 3 September 2024, the ITIA provided its observations to the Player's comments clarifying that the interpreter agreed upon was only from English to French and not the opposite.

88. On 4 September 2024, the ITIA produced hearing bundles.

89. On 6 September 2024, the Player signed the Order of Procedure subject to the fact that "*it may not be interpreted as a withdrawal of any rights of defense from the Player*" and providing that "*the services of the interpreter will be used at the hearing to translate the testimony of the Parties and/or the witnesses and the whole hearing*".

90. On 6 September 2024, a hearing was held in the present matter at the headquarters of the CAS in Lausanne, Switzerland. In addition to the members of the Panel, Mr Fabien Cagneux, Managing Counsel, and Ms Stéphanie De Dycker, Clerk with the CAS, the following persons attended the hearing:

For the Player: Mr Leny Mitjana, Player [in-person]
Ms Tatiana Vassine, counsel [in-person]

For ITIA: Ms Louise Reilly, counsel [in-person]
Mr Mathieu Baert, counsel [in-person]
Ms Julia Lowis, ITIA senior legal counsel [in-person]
Ms Fabienne Coupe, interpreter [by videoconference]
Mr [redacted], interpreter [by videoconference]
Ms Fien Schreurs, counsel [by videoconference]

Mr Ben Rutherford, ITIA senior director - legal [by videoconference]
Mr [redacted], ITF observer [by videoconference]
Mr [redacted], ATP observer [by videoconference].

91. At the outset of the hearing, the Parties declared that they had no objections as to the constitution of the Panel.

92. At the hearing, the Parties were given full opportunity to present their case, submit their arguments and answer the questions from the Panel. The Player was heard and cross-examined. At the end of the hearing, the Parties also confirmed that they were satisfied with the procedure throughout the hearing, and that their right to be heard and their right to a fair trial had been fully respected.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

93. The aim of this section of the Award is to provide a summary of the Parties' main arguments rather than a comprehensive list thereof. However, the Panel confirms that in deciding upon the Parties' claims it has carefully considered all of the submissions made and evidence adduced by the Parties, even if not expressly mentioned in this section of the Award or in the discussion of the claims below.

a. The Player

94. In his Appeal Brief filed in the matter *CAS 2024/A/10295*, the Player requested the following relief:

"

(a) To rule that the appeal of Mr. MITJANA is granted;
(b.1) To annul the decision and remove all sanctions against the Appellant;
(b.2) Alternatively, to reduce the sanctions against the Appellant especially since, but not limited to the fact that, the charges against the appellant have not been sufficiently proven and that the sanctions of 10 years of eligibility and 20.000 USD of fine are in any case unfounded and excessive;
Match 4: 2 offenses (breach of Section D.1.d. and D.2.a.i. of the 2017 TACP)
Match 7: 2 offenses (breach of Section D.1.d and D.2.a.i. of the 2017 TACP)
Match 8: 2 offenses (breach of Section D.1.d. and D.2.a.i. of the 2017 TACP)
Match 9: 2 offenses (breach of Section D.1.d. and D.2.a.i. of the 2018 TACP)
Match 11: 3 offenses (breach of Section D.1.e., D.1.b. and 2.a.i. of the 2018 TACP)

(c) In any case, to rule that the Respondents shall reimburse to the Appellant all the costs arising out of and in connection with these proceedings, including the fees and expenses of the Appellant's legal counsel in respect of these arbitration proceedings of 10 000 CHF as well as the proceedings before the AHO of 7500 €, as well as any expert and executive costs."

95. In his Answer filed in the matter *CAS 2024/A/10313*, the Player requested the following relief:

"[…]
a) Reject the Appeal of the ITIA and declare it non admissible.
Subsidiary,
a) Annul the Decision and remove all sanctions against the [Player];
Very subsidiary,
a) Dismiss the appeal of the ITIA (to partially set aside the Decision).
In any case, the CAS panel shall rule that the Respondents shall reimburse to the Appellant all the costs arising out of and in connection with these proceedings, including the fees and expenses of the Appellant's legal counsel in respect of these arbitration proceedings of 10 000 CHF as well as the proceedings before the AHO of 7500 €, as well as any expert and executive costs."

96. The Player's submissions, in essence, may be summarized as follows:

- ✓ The Player did not submit to the AHO jurisdiction and to the TACP: there is no proof that, by requesting his IPIN, the Player accepted the TACP of 2017 and 2018 at the time of the relevant facts (*i.e.* not only in 2023). The Player also disputes the fact that clicking on a checkbox would be sufficient to validly communicate as serious regulations as the TACP ones and to obtain a full and enlightened consent. This is especially true since, according to the ITF website, the IPIN is an administrative process governed by the ITF to facilitate registration in international tournaments and has nothing to do with the ITIA and nothing mentions the TACP. Finally, the checkbox and the TACP are in English although the Player is French and French-speaking.

- ✓ The AHO proceedings were not valid: the designation process of the AHO in the present matter was not respected; the proceedings before the AHO lacked independence and impartiality as the ITIA was acting both as judge and prosecutor; the AHO dismissed most of the Player's documents requests, which deprived him of a right to defend himself, thereby denying to the Player his right to a fair proceeding. This cannot be cured through an appeal proceeding.

- ✓ Since the Player is French, French speaking and has otherwise no connection at all with the United States of America (USA), Florida Law (which the TACP provides for as the applicable law) is not applicable. If Florida Law were to be applicable – *quod non* –, the TACP should in any event be considered as abusive and/or unconscionable, as it constitutes a contract of adhesion, according to which the weakest party, *i.e.* the Player, was forced to waive a right he would not have renounced to if he had had the chance to freely negotiate the terms of the contract. In the present case, the Player was forced to renounce to his right to fair proceedings since the AHO appointed to decide on his case was directly and solely designated by the ITIA and paid by the ITIA, the latter also assuming at the same time the role of the prosecutor; and the proceedings were based solely on the evidence that the ITIA decided to divulgate.

- ✓ The standard of proof clause used in the TACP, *i.e.* preponderance of evidence, is void because it is contrary to rules of national and/or international public policy, in particular Florida law, which provides that civil cases involving allegations of fraud as well as cases where the consequences for the losing party

are severe or that are penal in nature such as cases involving a professional licence, require "clear and convincing evidence".

- ✓ The context in which the Player's performances were evolving and improving during the incriminated period does not suggest that he would be inclined to participate in match-fixing:
  - The Player performed exceptionally well during the incriminated period (from June 2017 to March 2018), having reached his career-high ATP Singles Ranking of 458 in March 2018. He suffered several injuries and had to cancel his registration to several tournaments scheduled for 2017 and 2018. If he was really active in match-fixing, he would have participated in as many tournaments as he could. However, he did not.
  - Tennis institutions encourage betting activities because they sell the data of the matches to betting companies at a very high price; at the same time, they fail to sufficiently protect players, particularly those participating in low level to middle level tennis tournaments, where there is less security and where players are particularly exposed and vulnerable to criminal networks.
  - There are multiple ways to predict the outcome of a tennis match, *i.e.* win a bet, without the participation of a player: the presence of courtsiders who are able to deliver direct information to bettors or betting themselves; bettors also use technology defaults in the (live) betting process at their advantage; some of the bettors are able to corrupt officials and judges in order to delay scoring and enable betting before the scoring is officially registered. Hence, it is not only match-fixing that enables one to predict the outcome of a tennis match. Finally, many players got involved in match-fixing after having suffered threats, insults or harassment by members of criminal networks.
- ✓ The Player contends that he did not commit the breaches of the TACP found by the AHO. The Player appealed the Appealed Decision with respect to 11 offences which concern Matches 4, 7, 8, 9 and 11; the ITIA appealed the Appealed Decision with respect to the remaining 22 alleged offences which concern Matches 1, 2, 3, 5, 6, 7, 8, 9 and 10. Regarding the different matches, the Player maintains the following:
  - Match 1: there is no evidence on record establishing that Match 1 was fixed. The evidence produced by the ITIA is "fabricated"; moreover, it does not mention the name of any player participating in the fix, the money sent does not correspond to the bet and there is no trace of payment from the alleged bettor account to anybody. The fact that a platform qualifies a bet as suspicious does not automatically mean that the match was fixed, even less by GS' network. In any event, there is no evidence of the Player's involvement: no proof of contract between the Player and GS; bets were placed a few minutes before the end of Match 1 at a moment it was clear that the duo Player/[redacted] was going to [redacted] especially in light of the Player's health issues that were visible to everyone. Also, nothing excludes the possibility that if there was match fixing, it was committed by the Player's partner, Mr [redacted] who is already accused of match fixing. Finally,

if the duo really had the intention to fix Match 1, they would not have won one set.

- Match 2: There is no evidence on record establishing that Match 2 was fixed. The evidence produced by the ITIA is "fabricated"; moreover, it does not mention the name of any player participating in the fix, the money sent does not correspond to the bet and there is no trace of payment from the alleged bettor account to anybody. The fact that a platform qualifies a bet as suspicious does not automatically mean that the match was fixed, even less by GS' network. The [redacted] game of Match 2 was unpredictable and demonstrates that there was no agreement to fix that match. In any event, there is no evidence of the Player's involvement: no proof of contract between the Player and GS; bets were placed during Match 2 and the result was easily predictable since the Player, already injured, had no time to recover from previous matches explaining the numerous double faults; it is evidenced that courtsiders were present at the match; nothing excludes that if there was match fixing, it was committed by the Player's partner, Mr [redacted] who is already accused of match fixing; finally, the scorecard shows that the Player and Mr [redacted] fought hard to win the match.

- Match 3: Match 3 was not fixed: the bet was unsuccessful which shows there was no agreement with the Player; "they" in the messages refers to courtsiders and not the Player who was playing solo. In any event, there is no evidence of the Player's involvement: no proof of contract between the Player and GS; bets were placed during Match 3 and the result was predictable as Mr [redacted] was a stronger player; and the Player fought hard to win the game that he was supposed to lose.

- Match 4: The evidence on record is not sufficient to demonstrate that the match was fixed: the screenshot of the match on GS' mobile phone as well as the text message between GS and his accomplice after the beginning of the match saying that "*the Player would lose the* [redacted] *set* [redacted] *if he loses the* [redacted] *set*" is not a proof that the match was fixed. In addition, there is no proof that the Player was involved in match fixing for this match: there is no communication between GS and the Player; moreover, the fact that the Player lost the [redacted] set ([redacted] although he played well the [redacted] set (he lost [redacted] in the [redacted] set) is credible because (i) he was exhausted after the match he fought the day before, (ii) he apprehended the play of his opponent about this match, (iii) he was injured with blisters on the hand causing him pain and difficulties to play in the [redacted] set, as evidenced by the photos he sent to his girlfriend and mother, and (iv) known courtsiders were present and could easily have predicted the outcome of the match. There can be no breach of Section D.1.b of the TACP since the Player is not blamed for having provided information to another person who would have forwarded it to bettors or GS' network.

- Match 5: The evidence on record is not sufficient to demonstrate that the match was fixed: The evidence produced by the ITIA is "fabricated"; moreover, the Belgian Police acknowledged that not all Armenian messages from GS' phones were translated. In addition, the timing of the messages

does not coincide with the timing of Match 5; also screenshots are insufficient to prove the fix: it appears that GS was looking at numerous matches without necessarily betting on them, but only to analyse the odds. In any event, there is no evidence of the Player's involvement: the Player's behaviour was not suspicious, there is no proof of any contract between the Player and GS, no proof of any bet, and GS' messages before and during the match are unclear.

- Match 6: The evidence on record is not sufficient to demonstrate that the match was fixed: the evidence produced by the ITIA is "fabricated"; even if the match was fixed, the bribe received by Mr [redacted] from GS to lose the match cannot incriminate the Player who won the match; moreover, Mr [redacted] statements are contradictory; finally, both the Player and Mr [redacted] did not have a good relationship. If fixed, Match 6 was fixed by Mr [redacted] not the Player.

- Match 7: The screenshots found on GS' mobile phone do not demonstrate that the match was fixed. In addition, the betting slips on record show that bets were made during the match and target one specific time of the match, *i.e.* the [redacted] game of the [redacted] set, when it was Mr [redacted] the Player's partner who was found to be connected to GS' criminal network, - and not the Player - who was serving. In addition, the fact that GS sent the words "tele" one hour before the match to the phone number: [redacted] and again "T" to the phone number [redacted] are no proof of the Player's involvement in match fixing of Match 7. Even if the phone number [redacted] was the Player's phone number, there is no evidence on record that the Player would have been proposed to contrive the outcome of Match 7 and that he would have accepted it. Moreover, there can be no breach of Section D.1.b of the TACP since the Player is not blamed for having provided information to another person who would have forward it to bettors or GS' network.

- Match 8: The screenshots of the match found on GS' mobile phone do not demonstrate that Match 8 has been fixed or even bet on; the photograph of a multi-betting slip found on GS' mobile phone, on which Match 8 appears, is not a proof that the Player fixed Match 8 – in multibets, the bettor wins whenever one of the matches proposed by the betting companies is successful, and several of the players involved in the other matches included in the betting slip are known accomplices of GS. In addition, the fact that GS sent "T" to the Player's personal phone number the day before Match 8, without the Player answering, is not an indication that an offer to fix Match 8 was made and accepted by the Player. Finally, the Player's behaviour on the court was not suspicious: he played better in the [redacted] set (he almost [redacted] it) than in the [redacted] set, which is not compatible with the bet that concerned the full match. In fact, on the day of Match 8, the Player suffered from his back since the previous day, which he complained about to his mother, and was therefore not feeling well on the day of Match 8, which was easily predicable for courtsiders. Finally, there can be no breach of Section D.1.b of the TACP since the Player is not blamed for having

provided information to another person who would have forward it to bettors or GS' network.

- Match 9: The conversations between GS and his accomplices are unclear and relate to different matches; the screenshots of Match 9 found on GS' mobile phone are not sufficient to demonstrate that Match 9 was fixed; and the picture of multi-betting slip does not demonstrate that Match 9 was necessarily fixed. In addition, the Player's partner in Match 9, Mr [redacted] was exhausted and it was easily predictable for courtsiders that the Player and his partner would lose the Match. Finally, the messages exchanged between GS and the Telegram number [redacted] do not concern the Player. Finally, there can be no breach of Section D.1.b of the TACP since the Player is not blamed for having provided information to another person who would have forward it to bettors or GS' network.

- Match 10: The foreign phone number texting GS is not the Player's; in any event, there is no evidence of a bet being placed, no proof of an offer or a score to play for.

- Match 11: The conversations relied upon by the ITIA and the AHO do not concern the Player: there is no evidence that the account number [redacted] is linked to the Player. Both M. [redacted] and M. [redacted] confirmation that the reference to "Leny" in those conversations was indeed a reference to the Player. However, it was in fact falsely induced by the fact that the French Police had replaced the telephone number by the name "Leny", leading the interrogated persons to believe that it was the Player who was exchanging with GS. In fact, it appears from the conversations involving GS that Mr [redacted] already had agreed to fix Match 11 for another person, which led GS to refuse to bet on Match 11. Even if Match 11 was fixed, it was through another person than the Player.

✓ The ITIA Sanctioning Guidelines are not binding since they were introduced after the offences that were allegedly committed in 2017 and 2018; if the TACP is applicable (*quod non*), Section H.1.a of the 2017 TACP provides that any ineligibility period imposed should only concern ATP, ITF, WTA and GSB competitions. If a sanction were to be applied, the Player's degree of culpability is medium: there is no evidence of a high degree of planning or premeditation; no evidence that the Player led others to commit offences – with respect to Match 11, it was Mr [redacted] who encouraged the partners [redacted] to commit offences – and no multiple offences over a protracted period of time. The appropriate category of impact should have been Category 2. The Player should benefit from mitigating factors because he has never been punished before, he just entered the professional circuit, he never had a proper education against corruption, he always had an exemplary conduct, he dedicated his life to tennis and has no other job than in tennis. The Player has low income so that any suspension and/or fine would gravely affect his situation.

b. The ITIA

97. In its Answer filed in the matter *CAS 2024/A/10295*, the ITIA requested the following relief:

> "
>
> *1. The appeal of Leny Mitjana is dismissed.*
>
> *2. Orders that each Party shall bear its own costs and other expenses incurred in connection with this arbitration*."

98. In its Appeal Brief filed in the matter *CAS 2024/A/10313*, the ITIA requested the following relief:

> "
>
> *1. The appeal of the International Tennis Integrity Agency is admissible.*
> *2. The decision dated 22 December 2023 rendered by the Anti-Corruption Hearing Officer in the Matter of a Notice of Major Offence of Alleged Corruption Offenses under the Tennis Anti-Corruption Program between Mr Leny Mitjana and the ITIA is partially set aside.*
> *3. Mr Leny Mitjana is found to have committed 33 breaches of the Tennis Anti-Corruption Program.*
> *4. Mr Leny Mitjana is sanctioned with a life ban from the sport of tennis and a fine of $75,000.*
> *5. The ITIA is granted a contribution towards the arbitration costs (if any) and its legal fees and expenses, in accordance with Article R64.5 CAS Code."*

99. The ITIA's submissions, in essence, may be summarized as follows:

- ✓ The Player is bound to comply with the TACP: in order to register to participate in ITF tournaments, players must register to obtain an IPIN, for which they need to watch a video containing warnings regarding match-fixing and electronically sign a statement confirming that they will abide by the TIU's anti-corruption measures. Such reasoning was repeatedly confirmed by CAS case law. In order to register for the ITF tournaments, the Player had to obtain an IPIN for which he signed the PWS on a yearly basis, on 5 December 2016 (2017), on 12 Decembre 2017 (2018) and on 7 December 2018 (2019). In addition to referring to TIU's website, the PWS specifically refers players to ITF "rules and regulations", "rules" and/or "code of conduct", of which the TACP is an integral part. With respect to the language of the PWS and the IPIN process, players may choose to register for an IPIN in French, and the Player completed the TIPP course in French; moreover, a full copy of the TACP in French is available on the ITIA's website.

- ✓ The Player failed to demonstrate any shortcoming in the proceeding before the AHO: with respect to the appointment of the AHO, the ITIA's supervisory board, which is composed by a majority of independent members, appointed 11 AHOs, one of which is – as chair – responsible to allocate the cases among the AHOs. The appointment procedure of the AHO as described in the TACP was thus strictly followed. The Player fails to specify in what manner exactly

the AHO proceedings were not impartial and independent: the AHO is the judge of the matter whereas the ITIA conducts the investigations and prepares the case which may be brought before an AHO. Also, the ITIA has the authority to act on behalf of the governing bodies of tennis in administering and enforcing the TACP but operates independently from those bodies. In any event, the opportunity to appeal *de novo* to the CAS cures any procedural shortcoming which may have occurred at first instance (*quod non*).

- ✓ The Player agreed to the subsidiary applicability of Florida law when he agreed to the TACP by signing the PWS. The TACP is not an adhesion contract: it is not a consumer contract, and the Player is not a consumer but a professional tennis player. Even if the TACP was an adhesion contract, it would still apply unless both procedurally and substantively unconscionable. In any event, by accepting the benefits of the agreement, such as the possibility to play professional tennis and earn prize money, the Player is estopped from claiming that such agreement is invalid. Regarding the Player's document requests before the AHO proceedings, the ITIA provided all the requested documents which were relevant, within the ITIA's control and reasonably necessary for the resolution of these proceedings, as confirmed by the AHO in his second procedural order.

- ✓ The ITIA has the burden to establish the corruption offences. The applicable standard of proof is "preponderance of evidence", as provided in Section G.3.a of the TACP. CAS case law repeatedly confirmed the application of the standard of preponderance of the evidence as foreseen in the TACP and this standard of proof is also accepted under Florida law: the Player's reference to the standard of proof applicable in criminal matters is not relevant since the present proceedings are civil in nature, as confirmed by CAS case law and the Swiss Federal Tribunal. In addition, the US case law only provides for a heightened standard of proof in cases (of criminal or civil nature) involving a state actor or government and insofar as express applicable rules do not otherwise set out the standard of proof, which is not the case in the present matter. Finally, the Panel has the freedom to evaluate the evidence, and it may therefore conclude to the existence of a corruption offence based on circumstantial evidence alone, without requiring direct evidence.

- ✓ The ITIA has no role to play regarding the selling of data on tennis events, which is the subject of separate commercial agreements to which the ITIA is not a party. Moreover, the regulated approach, which involves sharing accurate data with betting operators and coordination with them, enables a swift identification of risks and identification of suspicious bettors in view of investigations. The use of courtsiders, the knowledge of players' injuries, the interception of signals sent by the umpire to the betting platforms and the harassment of players do not correspond to GS's established method, *i.e.* direct communications with tennis players; the alternative methods for bettors to secure wins that were raised by the Player are thus not relevant.

- ✓ The Player is involved in GS's criminal network:

  - The Player appears on the list of professional tennis players linked to GS's criminal network, as established by the Belgian investigators. He was a

suspect and was interviewed by the French police upon request from the Belgian investigators.

- Mr [redacted] and Mr [redacted] both confirmed to the French Police that the Player was collaborating with GS.
- Two undisclosed phone numbers were saved in GS' phones as "Leny.fr", which aligns with GS' *modus operandi*, where he provided new SIM cards to tennis players to conceal their communications. GS' notebook contains a list of tennis players who have all worked with GS and mentions "Leny" and two phone numbers one of which is the number disclosed by the Player to the French Police.
- GS contacted the Player on his disclosed and admitted phone number on multiple occasions, about a meeting in Paris at the Gare du Nord or sending the Player the letter "T", which can only refer to the Telegram-app. Most recent conversations between the Player and GS were found on the Telegram-app of GS phone numbers, where the Player and GS discussed the terms of fixing of matches. GS's notes saved on his telephone refer to the amount of the bribes paid to tennis players and the locations for these cash payments to be made, as was confirmed by Mr [redacted] and Mr [redacted] It is also corroborated by the conversation between the Player and GS on 20 May 2018.

✓ The Player committed 33 offences under the TACP spread over 11 matches, but the AHO decided that the Player only committed 11 of the alleged 33 offences. The Player himself appealed the Appealed Decision with respect to 11 offences which concern Matches 4, 7, 8, 9 and 11; the ITIA appealed the Appealed Decision with respect to the remaining 22 alleged offences which concern Matches 1, 2, 3, 5, 6, 7, 8, 9 and 10. Concerning these matches, the ITIA maintains the following:

- Match 1: The screenshots relating to Match 1 found on GS' phones, the fact that several bets were placed from a suspicious account in the name of [redacted] as well as the fact that the latter person received a Skrill payment on the day of Match 1 from GS' criminal network, sufficiently demonstrate that Match 1 was fixed. The conversations between the Player and GS – albeit dated in 2018, *i.e.* one year after Match 1 – indicate that the Player acted as an intermediary for Mr [redacted] which makes it more likely than not that the Player was involved in the fixing of Match 1. The fact that the Player might have been injured during Match 1 does not make it less likely that the Player fixed Match 1 - it might even have been an incentive to make arrangements with GS.
- Match 2: The screenshots relating to Match 2 on GS' telephone show GS' interest in Match 2. On the day of Match 2, multiple bets were placed by identified persons, who received on the same day a payment from GS' criminal network; the bets also received suspicious betting reports because they were very precise and can only be explained in case of agreement with the Player. The fact that the lost game was a close call does not indicate that this game was not manipulated, especially since the Player

lost this game with two double faults. The fact that the Player might have been injured during Match 2 does not make it less likely that the Player fixed Match 2 - it might even have been an incentive to make arrangements with GS.

- Match 3: The screenshots relating to Match 3 and of match odds from betting websites on GS' telephone show GS' interest in Match 3. On the day of Match 3, GS exchanged messages with an accomplice about the result of the [redacted] and the [redacted] set in Match 3, showing that there was an agreement between the Player and GS' criminal network even if the first part of it could not be met. Indeed, the Player fought every single point in his [redacted] service of the [redacted] set because he did not play as planned in that [redacted] set. The messages even confirm that the first part of the agreement did not succeed which makes it even more probable that there was a fix. In 2017, Mr [redacted] and the Player were both very close in ranking; the result was not easily predictable. Unlike Match 1 and 2, Match 3 is a singles match, which means that if it was fixed, it can only be with the Player's involvement.

- Match 4: The screenshots relating to Match 4 on GS' telephone show GS' interest in Match 4. On the day of Match 4, GS exchanged messages with an accomplice about the result of the [redacted] and the [redacted] set in Match 4, and the Player played as was agreed. The fact that the Player might have been injured during Match 4 does not make it less likely that he fixed Match 4 - it might even have been an incentive to make arrangements with GS. The fact that the Player is part of a corruption scheme or the fact that he participated in the fixing of a match automatically means that he also breached Section D.1.b of the TACP.

- Match 5: The screenshots relating to Match 5 on GS' telephone show GS' interest in Match 5. On the day of Match 5, GS instructed two different accomplices to bet on the result of the match. The fact that the Player won Match 5 does not necessarily mean that he did not fix the match; indeed, GS' instructions were to lose the [redacted] set of Match 5 and the [redacted] service game of the [redacted] set, which the Player did by serving two double faults at the opportune moment.

- Match 6: The screenshots relating to Match 6 found on GS' telephone show GS' interest in Match 6. Mr [redacted] confirmed to the French Police that Match 6 was fixed: Mr [redacted] had to lose, which is what happened; he received money from GS. Mr [redacted] also confirmed that the Player was also working with GS via an intermediary. GS also instructed two different accomplices to bet on a win for the Player and his partner and to link this bet to another bet in another match that same day and involving Mr [redacted] who admitted his involvement with GS and fixing several matches. The existence of a multibet is a strong indicator that both matches were fixed, and that GS was in contact with at least one tennis player participating in each tennis match. The fact that the Player was communicating directly with GS in 2018 does not exclude that he worked with an intermediary in 2017.

- Match 7: The screenshots relating to Match 7 as well as of a betting slip for Match 7 found on GS' telephone show GS' interest and activity regarding Match 7. Also, on the day of Match 7, the Player contacted GS directly and left him a voice mail; the communication was thereafter continued on Telegram. The match was played by the Player and his partner, Mr [redacted] as agreed in the fix. The fact that the Player is part of a corruption scheme or the fact that he participated in the fixing of a match automatically means that he also breached Section D.1.b of the TACP.

- Match 8: The screenshots relating to Match 8 found on GS' telephone show GS' interest in this match. GS also saved a picture of a betting slip on the day of Match 8 showing the Player's opponents as winners, which is what happened. The bet was therefore successful. The day before the Match, GS sent "T" to the Player's personal telephone number, thereby inviting the Player to continue their communication using the Telegram application. In a case concerning Mr [redacted] the AHO Richard McLaren stated that it is more likely than not that Match 8 was fixed and that the Player was involved in the fix. Finally, the fact that the Player is part of a corruption scheme or the fact that he participated in the fixing of a match automatically means that he also breached Section D.1.b of the TACP.

- Match 9: The screenshots relating to Match 9 found on GS' telephone show GS' interest in Match 9. GS sent screenshots of four different matches, including Match 9, to three of his accomplices with the same instructions that Mr [redacted] and Mr [redacted] *i.e.* the opponents of the Player and his partner would win Match 9 and that the Player and his partner would lose the [redacted] break of the [redacted] set of Match 9. In addition, GS instructed his accomplices to place a multibet including the other three matches. The results were in line with GS' instructions. The Player and his partner lost Match 9 and lost the [redacted] break of the [redacted] set, which was served by the Player. After Match 9, GS discussed with AM, one of his accomplices, about the profits they made and the amount to be paid to tennis players and mules. The email address mentioned therein, i.e. [redacted] is used by a cousin of Mr [redacted] the latter having stated that he had acted as an intermediary for the Player. Also, it appears from the Belgian criminal file that GS inserted a new note in his mobile application, saying "*Mitj: 0.0*" on the day of Match 9 just before the match, and on [redacted] May after Match 9 thereby indicating that he owed outstanding bribes to the Player which he cancelled once paid. Finally, the fact that the Player is part of a corruption scheme or the fact that he participated in the fixing of a match automatically means that he also breached Section D.1.b of the TACP.

- Match 10: The day before Match 10, the user of the phone number [redacted] which corresponds to one of the Player's undisclosed numbers, contacted GS referring to "[redacted] playing on the next day. The Player would never have approached GS if he did not have solicited Mr [redacted] beforehand in order to facilitate or solicit him not to use his best efforts in Match 10, which constitutes a violation of Section D.1.e of the

TACP 2018. Similarly, by soliciting or facilitating GS or any other person from a criminal network to wager on the outcome or an aspect of a match constitutes a violation of Section D.1.b of the TACP 2018. Finally, the Player failed to report the corrupt approach made to him.

- Match 11: An exchange of messages found on GS' telephone on Telegram between the Player [Telegram account number [redacted] and GS on the day of Match 11 shows that the Player was acting as an intermediary for Mr [redacted] in Match 11 and requested an offer from GS for Mr [redacted] The Player and GS reached an agreement, and Mr [redacted] played Match 11 as agreed between the Player and GS. Mr [redacted] also confirmed that both he and the Player were acting as intermediary for Mr [redacted] and Mr [redacted] - Mr [redacted] partner in Match 11 - to fix Match 11. Other discussions corroborate the fact that the Player was acting as intermediary for Mr [redacted]

✓ The Sanctioning Guidelines apply. Since the Player committed multiple offences over a protracted period of time and since he was involved in the match-fixing organisation of GS and at least on two occasions lead others to commit offences, the appropriate level of culpability for the Player in this case is Category A. As to the impact, the Player falls into Category 1 since his conduct involves major TACP offences resulting in a significant, material impact on the reputation and/or integrity of the sport and a presumably relatively high value of illicit gain. The starting point for Category A1 is a lifetime ban; the Panel shall take into account the fact that the Player hindered the investigation by not revealing the phone he was using to communicate with GS; it is also important that players who have undertaken repeated training sessions (like the Player) are sanctioned appropriately; finally, there is no reason to reduce the ineligibility period since there are no mitigating factors and the Player did not provide any Substantial Assistance nor did he make any admission. In particular, the ITIA highlights the fact that when he committed the first corruption offences the Player was 23 years old and experienced tennis player who already had completed TIPP training in 2013. Finally, the five years gap between the offences and the Notice of Charge cannot justify a reduced sanction because such delay is only due to the Player's concealment of the offences as well as the ongoing criminal investigations.

V. JURISDICTION

100. Article R47 of the CAS Code provides as follows:

> *"An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body. […]"*

101. Section I.1 of the 2023 TACP provides as follows:

> *"The Covered Person or the ITIA may appeal to the CAS: (i) a Decision, provided the Decision (in combination with earlier orders from the AHO) includes all elements described in Section G.4.b […]"*

102. Section G.4.b of the 2023 TCAP further provides that: "*The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing but, in any event, the AHO shall aim to issue it no later than 15 Business Days after the Hearing. The AHO shall issue a single Decision for all Corruption Offenses in a Notice, […] Such Decision will be sent to the parties and shall set out and explain […] the AHO's findings as to what Corruption Offenses, if any, have been committed; […] the sanctions applicable, if any, as a result of such findings; […] that any fine must be paid in full prior to applying for reinstatement; […] for any period of ineligibility or suspension, the date on which the ineligibility or suspension ends; and […] the rights of appeal applicable pursuant to Section I of this Program*."

103. The Panel finds that the Appealed Decision undoubtedly qualifies as a decision which "*includes all elements described in Section G.4.b*" and that as a result the CAS holds jurisdiction to decide on the present appeals initiated respectively by the Player and the ITIA.

VI. ADMISSIBILITY

104. Article R49 of the CAS Code provides as follows:

> *"In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties."*

105. Section I.4 of the 2023 TACP provides as follows:

> *"The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the decision by the appealing party."*

106. The Panel first notes that the Statement of Appeal against the Appealed Decision issued on 22 December 2023, which was filed by the Player on 10 January 2024, was filed in a timely manner and therefore finds that it is admissible.

107. The Panel notes that the Parties disagree on the issue of the admissibility of the Statement of Appeal filed by the ITIA on 24 January 2024 in the matter *CAS 2024/A/10313*. The Player submits that, in accordance with the definition of "business day" in the TACP 2023, since some banks in London are open from Monday to Saturday, the Statement of Appeal filed by the ITIA is late and therefore inadmissible. The ITIA in turn contends that taking into account the definition of "business day" in the TACP 2023, its definition under the English Civil Procedure

Rules, its usage in other local and business contexts, its consistent interpretation by CAS panels and the ITIA's custom and practice to exclude Saturdays from calculating the time limit to appeal, its Statement of Appeal, as filed on 24 January 2024, must be declared admissible.

108. The Panel first notes that the issue of compliance with the time limit for appealing before the CAS is not a question of jurisdiction but rather a condition for the admissibility of the appeal. Failure to observe the time limit within which an appeal must be filed with CAS does not lead to the lack of jurisdiction of this arbitral tribunal, but only to the inadmissibility of the appeal. (CAS 2022/A/8598, para. 95; SFT 4A_413/2019, para 3.3.2; SFT 4A_626/2020, paras 3.2 and 3.4).

109. In the present matter, the Parties essentially disagree on the issue of whether or not the term "Business Day" includes Saturdays. The Panel notes that, in order to examine this question, it must first consider the TACP 2023.

110. Section B.5 of the 2023 TACP indeed provides that "Business Day" refers to "*a day when banks are open for business in London, England. In this Program, a period of time expressed as a number of days (whether Business Days or calendar days) refers to days not including the first day*."

111. The Panel first notes that while the TACP provides, since its 2022 edition, that the term "Business Day" refers to "*a day when banks are open for business in London, England*", it does not specify whether this includes Saturdays or not. The definition used in the TACP is thus far from unequivocal, and the Panel shall therefore look for the true meaning of Sections I.4 and B.5 of the TACP 2023.

112. CAS jurisprudence has consistently found that in interpreting the statutes of large corporations - to which major sports associations are assimilated - one should have regard to the applicable methods of statutory interpretation. In this respect, the Swiss Federal Tribunal has repeatedly held that:

> "*toute interprétation débute par la lettre de la loi (interprétation littérale), mais celle-ci n'est pas déterminante: encore faut-il qu'elle restitue la véritable portée de la norme, qui découle également de sa relation avec d'autres dispositions légales et de son contexte (interprétation systématique), du but poursuivi, singulièrement de l'intérêt protégé (interprétation téléologique), ainsi que de la volonté du législateur telle qu'elle résulte notamment des travaux préparatoires (interprétation historique). Le juge s'écartera d'un texte légal clair dans la mesure où les autres méthodes d'interprétation précitées montrent que ce texte ne correspond pas en tous points au sens véritable de la disposition visée et conduit à des résultats que le législateur ne peut avoir voulus, qui heurtent le sentiment de la justice ou le principe de l'égalité de traitement. En bref, le Tribunal fédéral ne privilégie aucune méthode d'interprétation et n'institue pas de hiérarchie, s'inspirant d'un pluralisme pragmatique pour rechercher le sens véritable de la norme (ATF 142 III 402 consid. 2.5.1 et les arrêts cités)*." (ATF 4A_600/2016, para. 3.3.4.2, see also 4A_490/2017, consid. 3.3.2 and 4A_392/2008, consid. 4.2.1).

Free Translation:

"*any interpretation begins with the letter of the law (literal interpretation), but this is not the decisive factor: it must also restore the true scope of the norm, which also derives from its relationship with other legal provisions and its context (systematic interpretation), the aim pursued, in particular the interest protected (teleological interpretation), as well as the legislator's will as it emerges in particular from the preparatory work (historical interpretation). The judge will depart from a clear legal text insofar as the other aforementioned methods of interpretation show that this text does not correspond in all respects to the true meaning of the provision in question, and leads to results that the legislator could not have intended, which offend the sense of justice or the principle of equal treatment. In short, the Federal Supreme Court does not favor any particular method of interpretation, nor does it establish a hierarchy, drawing on a pragmatic pluralism to seek out the true meaning of the norm (ATF 142 III 402 consid. 2.5.1 and rulings cited).*" (ATF 4A_600/2016, para. 3.3.4.2, see also 4A_490/2017, consid. 3.3.2 and 4A_392/2008, consid. 4.2.1). (ATF 4A_600/2016, para. 3.3.4.2, see also 4A_490/2017, consid. 3.3.2 and 4A_392/2008, consid. 4.2.1).

113. The Panel considers that methods of statutory interpretation referred to above also apply in the case of the TACP. The Panel shall therefore look for the true meaning of Sections I.4 and B.5 based on their context and the aim pursued by the ITIA with these provisions.

114. The TACP provides in Section A that "*[t]he purpose of the Tennis Anti-Corruption Program is to (i) maintain the integrity of tennis, (ii) protect against any efforts to impact improperly the results of any match and (iii) establish a uniform rule and consistent scheme of enforcement and sanctions applicable to all professional tennis Events and to all Governing Bodies. Any decision related to this Program involving an element of discretion or judgment must always be based on the overall goal of promoting the integrity of tennis*." [highlights from the author]

115. The Panel notes that according to Section A of the TACP, one of the aims of the TACP is to ensure uniformity and consistency in the enforcement and sanctions applicable to all professional tennis and to all Governing bodies. Similarly, this Panel notes that CAS panels also already stated that "*legal security is all the more important in a sporting context where decisions and resolution enjoy a certain universal effect*" (CAS 2019/A/6294, para. 84). In the Panel's view, TACP rules therefore need to be read and interpreted so as to ensure as much uniformity and legal security as possible in their application.

116. In the Panel's view, the position according to which the term "Business Day" shall include Saturdays because certain banks or bank branches in London are open for a few hours on Saturdays, clearly is at odds with the above-mentioned aim of ensuring as much legal security as possible through the application of uniform rules. Indeed, days on which banks in London are open for business may vary from one bank to another and/or from one branch to another as well as depending on the type of service requested by clients. If this Panel were to follow the Player's position, it would create a lot of uncertainty for players or other covered persons, which is clearly not what the ITIA would have intended.

117. The Panel is rather of the view that, by referring to the term "Business Day", the ITIA intended to refer to a widely used concept which offers a high degree of legal certainty and equal treatment for its stakeholders. The term's usual and most common meaning is "*a day that most institutions are open for business, usu. a day on which banks and major stock exchanges are open, excluding Saturdays and Sundays and certain major holidays*." (Black's Law Dictionary, 8th ed. 2005). Similarly, the term "Business Day" is defined as "*a day other than a Saturday, Sunday or public holiday [, on which clearing banks are open for non-automated commercial business in the [City of London]]*" (www.lexisnexis.co.uk).

118. The Panel also notes that CAS panels have repeatedly interpreted the time limit to appeal before CAS, as provided in the TACP, as excluding Saturdays (CAS 2020/A/7129 & CAS 2020/A/7130, para. 188-191; CAS 2021/A/7975, paras. 50-54; CAS 2019/A/6459, paras.44-48). The Panel is conscious of the fact that before 2022, the term 'business day' was not defined in the TACP. However, it still considers that the ITIA developed a consistent practice, according to which the time limit to appeal AHO decisions before the CAS is twenty 'business days', *i.e.* days other than a Saturday, Sunday or public holiday. Had it wished to depart from this existing stance, the legislator of the TACP would have provided it in express terms. The definition included in the TACP under Section B.5 of the 2023 TACP rather appears as a – albeit somewhat ineptly drafted – confirmation of the existent practice. This is also the understanding given by the ITIA to the term "Business Day" in its email dated 23 August 2023 in the context of another case.

119. The Panel therefore concludes that the Statement of Appeal filed in the matter CAS 2024/A/10313 by ITIA was filed in a timely manner and is therefore admissible.

120. The Panel shall in this section make another remark, this time regarding the Player's submissions. In his Answer filed in the matter CAS 2024/A/10313, the Player requested the Panel to "*a) annul the Decision and remove all sanctions against the Player*". The Panel however notes that counterclaims / cross-appeals are not admissible in appeal arbitration proceedings before CAS since the 2010 revision of the CAS Code (MAVROMATI/REEB, The Code of the Court of Arbitration for Sport, 2015, pp. 249 and 488, with references to CAS 2010/A/2252, para. 40, CAS 2010/A/2098, paras. 51-54, CAS 2010/A/2108, paras. 181-183; see also CAS 2013/A/3432 paras. 54-57 with reference to a decision of the Swiss Federal Tribunal). Thus, since in the procedure CAS 2024/A/10313, the Player is acting as respondent, he is not in position to request the annulment of the Appealed Decision but only – as he did subsidiarily – the dismissal of the appeal filed by the ITIA and, as a result, the confirmation of the Appealed Decision. The Panel therefore finds that the Player's request for relief under to "*a.) annul the Decision and remove all sanctions against the Player*" in the matter CAS 2024/A/10313 shall therefore be declared inadmissible.

121. However, since the proceedings CAS 2024/A/10313 is consolidated with the matter CAS 2024/A/10295, in which the Player equally requested the Panel, in his capacity of Appellant, *"(b.1) to annul the [Appealed Decision] and remove all sanctions against the Appellant*", the inadmissibility of the Player's above-mentioned request for relief in the matter CAS 2024/A/10313 is without practical consequence.

122. The Panel further notes that the position of the ITIA in each of the consolidated proceedings is clear and does not require any clarification.

VII. APPLICABLE LAW

123. The Panel first notes that since the Parties do not have their domicile, habitual residence or seat in Switzerland, the Swiss Private International Law Act ("PILA") is applicable in the context of the present proceedings.

124. Based on Article 187 of the PILA, "*the arbitral tribunal shall decide the dispute according to the rules of the law chosen by the parties or, in the absence thereof, according to the rules of law with which the dispute has the closest connection*".

125. Article R58 of the CAS Code provides as follows:

> "*The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*"

126. According to Article R58 of the CAS Code, the CAS shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties.

127. Insofar as the applicable substantive provisions of the TACP are concerned, Section K.5 TACP 2023 provides as follows:

> "*This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of this Program are governed by any applicable earlier version of this Program or any former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred*."

128. Accordingly, the relevant TACP for the present proceedings is the TACP in force at the time of the relevant conduct, *i.e.* the 2017 and 2018 editions of the TACP. The Panel shall revert in the section regarding the merits to the argument raised by the Player, according to which he did not submit to the TACP.

129. Insofar as the substantive law applicable on a subsidiary manner is concerned, Section K.2 TACP 2023 provides that:

> "*This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles*."

130. The Player is of the view that the above provision does not apply and that, in particular, the laws of Florida shall not apply in the present matter.

131. His first argument is that he never agreed to be submitted to the TACP. The Panel shall explain in the section below the reasons for which, in its opinion, the Player in fact validly did accept and submit to the TACP (editions of 2017 and 2018).

132. The Player also argues that the laws of Florida shall not be applicable in the present proceedings, because he is French, French speaking and that the reproached facts have no connection whatsoever with the USA. The Panel considers this argument as unconvincing. As mentioned above (and explained below), the Player indeed validly accepted and submitted to the TACP, and is bound by his decision, even if the present dispute has no link with the State of Florida in the USA. Furthermore, it appears only logical for a worldwide governing authority such as the ITIA, to provide for a single system of law applicable to all participants, not matter where they are from. Would this not be the case, it would necessarily cause instability and major risks of inconsistency in the worldwide governance of tennis, which in turn would seriously affect the effectiveness of the fight for integrity in tennis and the right to equal treatment of the players.

133. The Player also contends that the TACP should in any event be considered as abusive and/or unconscionable, as it constitutes a contract of adhesion, according to which the weakest party, *i.e.* the Player, was forced to waive a right he would not have renounced to if he had had the chance to freely negotiate the terms of the contract. In the present case, the Player was forced to renounce to his right to fair proceedings since the AHO appointed to decide on his case was directly and solely designated by the ITIA and paid by the ITIA, the latter also assuming at the same time the role of the prosecutor; and the proceedings were based solely on the evidence that the ITIA decided to divulgate.

134. The Panel is not convinced by this argument either. CAS case law has confirmed that a professional player's signature of confirming his/her consent with anti-corruption rules has nothing to do with a consumer signing a contract of adhesion proposed by a dominant commercial enterprise; it is "*rather a professional athlete acknowledging a proper understanding of rules established by a professional association intent on protecting the sport*" (CAS 2008/A/1630, para 12).

135. In the light of the above, the Panel shall primarily apply the respective version of the TACP (2017 and 2018) and, subsidiarily, the law of the State of Florida.

136. Insofar as the procedural provisions of the TACP are concerned, Section K.6 TACP 2023 states:

> "*Notwithstanding the section above, the procedural aspects of the proceedings will be governed by the Program applicable at the time the Notice is sent to the Covered Person, save that the applicable sanctioning guidelines shall be those in force at the time of the sanctioning exercise*."

137. Accordingly, the Panel finds that next to the CAS Code, the 2023 TACP is applicable in relation to procedure, since the Notice of Charge was issued in 2023. For the rest, the Panel notes that, in accordance with Article 182 of the PILA, this Panel shall determine the procedure "*either directly or by reference to a law or arbitration rules*" and, in doing so, shall ensure the equal treatment of the parties as well as their right to be heard.

VIII. PROCEDURAL ISSUE

138. On 8 April 2024, the Player filed with the CAS Court Office a written response to the ITIA's Answer in the matter *CAS 2024/A/10295*, which was entitled 'Appeal Brief (Response) CAS 2024/A/10295'.

139. On 16 April 2024, the CAS Court Office informed the Parties that, pursuant to Article R56 of the CAS Code, unless the Parties agree or the President of the Panel orders otherwise on the basis of exceptional circumstances, the Parties shall not be authorized to supplement or amend their arguments after the submission of the appeal brief and the answer. On 23 April 2024, the ITIA informed the CAS Court Office that it did not agree with the filing by the Player of written submissions after the submission of the appeal brief and that it requested the Panel to decide that the Player's response dated 8 April 2024 be declared inadmissible. On 25 April 2024, the Player explained that his additional submission only contained points discussed in the Player's Answer in the matter *CAS 2024/A/10313*, and that, since he objected to the admissibility of the ITIA's appeal in that same matter, it was important that his defense figured in both proceedings (*CAS 2024/A/10313* and *CAS 2024/A/10295*). The Panel decided on 6 June 2024 that the Player's 'Appeal Brief (Response)' was inadmissible. The reasons for this decision in this regard are as follows.

140. Article R56 of the Code provides that:

> "*Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer*".

141. The Panel notes that the Player filed his written submission called 'Appeal Brief (Response)' in the matter *CAS 2024/A/10295* after his own Appeal Brief and the ITIA's Answer in the same matter and at the same time – albeit separately – than its Answer in the matter *CAS 2024/A/10313*. The Panel also notes that the Parties did not agree on the admissibility of the Player's additional written submission 'Appeal Brief (Response)' in the matter *CAS 2024/A/10295*.

142. The Panel finds that the Player's explanation according to which, if ITIA's appeal in the matter *CAS 2024/A/10313* was declared inadmissible, he would be deprived from the possibility to reply to ITIA's arguments in the proceeding *CAS 2024/A/10295*, is not convincing. CAS appeals proceedings are organised in such a way as to allow each Party, unless there is an objection to CAS jurisdiction, to file one substantive written submission before holding a hearing, if any. Hence, the Player still has the opportunity to reply to ITIA's arguments in the matter *CAS 2024/A/10295* orally during the hearing, which both Parties requested, and the Panel decided to hold. Nothing would change if the Panel had declared the ITIA's appeal in the matter *CAS 2024/A/10313* inadmissible (which it did not do). Indeed, had the Panel declared ITIA's appeal inadmissible, the Player would still have the opportunity to reply to the ITIA's latest arguments developed in the case *CAS 2024/A/10295* during the hearing. The alleged impossibility to reply in writing to arguments contained in a Party's answer is not – and cannot be – an exceptional circumstance within the meaning of Article R56 of the Code. This is all

the more so that, in the present matter, given that the Panel decided that the ITIA's appeal in the matter *CAS 2024/A/10313* as well as the Player's answer in the same case were admissible, which proved the Panel with the opportunity to get acquainted before the hearing with the Player's latest arguments that are common to both consolidated proceedings.

143. The Panel therefore decided that the Player's submission filed on 8 April 2024 in the matter *CAS 2024/A/10295*, which is entitled 'Appeal Brief (Response) CAS 2024/A/10295', is inadmissible.

IX. MERITS

144. In light of the Parties' submissions in the present consolidated proceedings, the Panel shall examine the following issues:

- Does the Player fall under the jurisdiction of the ITIA and the TACP?
- Was the AHO proceeding in the case of the Player invalid?
- Did the Player violate the TACP?
- If so, what are the applicable consequences?

145. The Panel shall examine each of the above issues in the indicated order.

A. Applicability of the TACP

146. Section C of the 2017 TACP provides as follows:

> "*1. All Players [..] shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein as well as the Tennis Integrity Unit Privacy Policy which can be found at www.tennisintegrityunit.com.*
>
> *2. It is the responsibility of each Player[…] to acquaint himself or herself with all of the provisions of this Program. […]*"

147. Section B of the 2017 and 2018 TACP contains a number of definitions. The term "Player" is defined as "*any player who enters or participates in any Event*"; the term "event" is defined as "*those professional tennis matches and other tennis competitions identified in Appendix 1*" which includes "*ITF Pro Circuit Tournaments*".

148. The Panel notes that the Parties do not dispute the fact that the alleged offences all concern matches that occurred in the framework of tournaments organised under the jurisdiction of the ITF as they all qualify as "event" under the Definitions Section of the TACP 2017 and 2018, a fact that is not disputed by the Parties.

149. In addition, as "*a … player who enters or participates in any Event*", the Player qualifies as a "Player" under the Definition section of the TACP 2017 and 2018.

150. The Player however contends that he never submitted to the TACP applicable at the time of the alleged offences, *i.e.* in 2017 and 2018, and that, in any event, the administrative process of requesting an IPIN in order to register to tournaments organised under the jurisdiction of the ITF cannot constitute a valid acceptance of rules and regulations such as the TACP, especially when considering that the Player is French and French-speaking.

151. The ITIA, in turn, contends that the Player repeatedly accepted to be bound by the TACP, especially for years 2017 and 2018. Indeed, in order to register for ITF tournaments, the Player requested an IPIN; in doing so, the Player signed the PWS on yearly basis since 2013, in which he confirmed that he accepted and agreed to abide by the TACP. Furthermore, the ITIA also mentions that the Player completed the TIPP – which is designed to ensure that all players gain an overview of the main threats to integrity in tennis – in French on 5 occasions since 2013; and that the TACP is also referred to, and available for consultation, on several pages of the ITF website, including in French. The ITIA also explains that the PWS is also the mechanism by which tennis governing bodies ensure all players' awareness and acceptance of regulations relating to anti-doping; if this were to be considered as an invalid consent, it would therefore mean that none of professional players would be bound by tennis anti-doping regulations, which cannot be correct.

152. The Panel first notes that according to the above definitions, a player is bound by the TACP merely "*by enter[ing] or participat[ing] in any Event*", and that it is not disputed that the Player entered or participated in ITF tournaments both in 2017 and 2018. As a result, the Panel finds, on that basis only, that the Player is bound by the TACP 2017 and 2018.

153. The Panel shall however address the Parties' argumentation on (the validity of) the Player's consent with respect to the TACP 2017 and 2018. The Panel first notes that, in order to play the tournaments at stake, players must register for and hold an ITF IPIN, which requires the players' signature of the PWS. The text of the PWS – which essentially is unchanged over the years – reads *inter alia* as follows:

> "*1. Agreements of the Player*
>
> *I declare that I am aware of and will abide by […] the […] Tennis Anti-Corruption Program. […] Finally, I understand that this agreement will remain in full force and effect until I further advise the ITF in writing that I am permanently retiring from participation in tennis with immediate effect. […]*
>
> *3. Anti-Corruption Consent*
>
> *I am bound by and will comply with the […] Tennis Anti-Corruption Program […], a copy of which is available upon request from the ITF or may be downloaded at http://www.tennisintegrityunit.com. […]*
>
> *Player Agreement*
>
> *I, [PLAYER NAME], have read, understood, consent and agree to the above agreements of the player (section 1) […] and Anti-Corruption Consent (section 3)*

[…]. If I am under 18 years old, my parents and/or legal guardian have also read and accept this agreement on my behalf."

154. There is no doubt that the text of the PWS entails the Player's confirmation that he consents to, and accepts to be bound by, the TACP. The PWS indeed expressly refers to the text of the TACP under its sections 1 and 3, which are referred to again in the final text of the Player Agreement at the end of the PWS. Moreover, the evidence on record shows that the Player signed the PWS every year since 2013 and especially on 5 December 2016 for the year 2017 and on 12 December 2017 for the year 2018, which were the years during which the Player allegedly breached the TACP rules on anti-corruption.

155. Moreover, according to the 2017 IPIN Registration Guide, players may choose to register for the IPIN in French. It is therefore clear that the Player had the possibility to register for the IPIN in French as from 2017. The issue of whether players must have the possibility to fulfil their registration process for an ITF tournament, including the IPIN registration, in their native language rather than in English, is therefore moot. The Panel also notes that the TIPP, which forms an integral part of the IPIN registration and renewal process, may also be completed in French; and in fact, the evidence on record shows that the Player completed the TIPP in French in 2013, 2017, 2019, 2021 and 2022.

156. Finally, CAS panels have repeatedly found that by signing the PWS and register to ITF tournaments, a professional player validly accepts and submits to the TACP. In the matter CAS 2021/A/8531, the Panel confirmed that the players were bound by the TACP as a result of the signature of the PWS by their respective legal representative (CAS 2021/A/8531, para. 97). In the matter CAS 2021/A/7130, the CAS panel equally decided that by signing the 2019 PWS, the player submitted to the 2019 TACP and the arbitration clause contained therein (CAS 2021/A/7130, para. 185). In the case CAS 2017/A/4956, the Panel confirmed that by signing the PWS, a player validly submitted to the TACP (CAS 2017/A/4956, para. 52).

157. The Panel therefore concludes that the Player validly consented to the TACP and that the AHO was competent to take the Appealed Decision. As a result, the TACP is applicable to the present matter.

B. The proceedings before the AHO

158. The Player submits that the AHO proceedings were invalid for several reasons. First, the Player explains that the designation process of the AHO in the present matter was not respected because he was not involved nor informed of the appointment of the AHO; the Player also contends that the proceedings before the AHO lacked independence and impartiality as the ITIA is acting both as judge and prosecutor; third, the AHO dismissed most of the Player's documents requests, which deprived him of a right to defend himself, thereby denying to the Player his right to a fair proceeding. Finally, the Player submits that all these defects cannot be cured through an appeal proceeding before the CAS.

159. The ITIA contests the above argumentation, noting in particular that the AHO was appointed in accordance with the rules of the TACP; that the ITIA is governed by a

supervisory board - the Tennis Integrity Supervisory Board ("the SB") - composed of a majority of independent members, and that such SB appoints independent AHOs; one of these appointed AHOs was appointed chair of the AHO panel to allocate the cases among the AHOs. The ITIA further submits that the Player failed to sufficiently specify in what manner exactly the AHO proceedings were not impartial or independent.

160. The Panel notes that the appointment process of the AHOs is described under Section F.1 of the TACP 2023, which states that the "*SB [Tennis Integrity Supervisory Board] shall appoint one or more independent AHOs, who shall be responsible for (i) determining Major Offense matters which are not resolved by way of an Agrees Sanction; (ii) determining appeals on Offense matters; […*]", one of them being appointed as Chair of the AHO panel. Section F.4 of the TACP 2023 further provides that "*[i]f the ITIA concludes after an investigation that there exists a realistic prospect of the ITIA proving that a Corruption Offense has been committed, the ITIA shall […] refer the matter to an AHO, and the matter shall proceed to a Hearing before the AHO in accordance with Section G of this Program*".

161. Mr Philippe Cavalieros was appointed AHO for a two-years term along with 9 other AHOs by the SB in accordance with Section F.1 of the TACP; and among the 11 AHOs, the SB also appointed Professor Richard McLaren as Chair of the AHOs panel, whose role is to allocate the individual cases among the AHOs. Thus, according to the 2023 TACP, neither the Player nor the ITIA is involved in the appointment process of the individual AHO in the present matter. There is moreover no evidence on record that the appointment process described under Sections F.1 and F.4 of the 2023 TACP was not followed. The Panel further notes that the ITIA is not acting both as judge and prosecutor, but rather only as investigator while the judge is the AHO appointed by the SB in accordance with the above-mentioned provisions. It therefore appears to the Panel that the reasoning of the Player on this point is ill-founded.

162. The Player also argued that his document requests before the AHO were unjustifiably denied, which affected the Players' rights in the AHO proceedings as well as in the present proceedings. The Panel however notes that the ITIA satisfied many of the documents or information requested by the Player during the proceedings before the AHO and that, based on the evidence on record, the ITIA's refusal to produce specific information, including for confidentiality reasons, and the AHO's dismissal of the corresponding Player's requests, appear justified in the context of the present case.

163. In any event, pursuant to Article R57 of the CAS Code, CAS panels have full power to review the facts and the law in the matters brought before them. One of the important implications of such *de novo* power of review, is the fact that any violation of the parties' procedural rights at first instance is "cured" by a full appeal to the CAS. As a result, any procedural default, if any, is cured by the present full appeal proceedings. Finally, the Panel also notes that the Player did not make any document requests in the context of the present appeals proceedings.

164. The Panel also notes that with respect to the present proceedings, the Player did not reiterate his document requests in the framework of the present proceedings, so that the Panel cannot follow the Player in his argument according to which the present proceedings are affected by such allegedly missing information.

C. The alleged offences under the TACP

(a) Evidentiary Issues

165. The Panel shall start its examination of the alleged offences under the TACP by making some preliminary findings on the evidentiary rules applicable in the present proceedings.

❖ ***Burden of Proof***

166. The Panel first turns to the issue of burden of proof. The principles in relation to burden define which party has the obligation to persuade the Panel as to the establishment of an alleged fact. Except where an agreement would determine otherwise, the arbitral tribunal shall allocate the burden of proof in accordance with the rules of law governing the merits of the dispute, *i.e.* the *lex causae* (BERGER/KELLERHALS, International and Domestic Arbitration in Switzerland, 2021, No. 1316). As set out *supra*, the *lex causae* in the matter at hand is primarily the TACP and, subsidiarily, the laws of the State of Florida, as the law chosen by the Parties.

167. According to Section G.3.a of the TACP 2017 and 2018, "*The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed (…)*". The Panel therefore finds that the burden of proving the alleged facts lies with the ITIA.

168. That said, the Panel recalls that according to the principle *actori incumbit probatio*, each party shall bear the burden of proving the specific facts and allegations on which it relies. In addition, as was stated in CAS 2014/A/3537, "*[t]he more detailed are the factual allegations, the more substantiated must be their rebuttal*". As a result, the Player therefore has a certain duty to contribute to the administration of proof in the present matter, by presenting evidence in support of his line of defence.

❖ ***Standard of proof***

169. The standard of proof is defined as the level of conviction that is necessary for the Panel to conclude that a certain fact is established.

170. Pursuant to Section G.3.a of the TACP 2017 and 2018, "*[t]he standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offense by a preponderance of the evidence*". Similarly, Section G.3.b of the TACP 2017 and 2018 provides that "*[w]here this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence*". The Panel therefore notes that the TACP clearly provides for the preponderance of evidence standard of proof to apply.

171. The Player contends that the Panel should refrain from applying the standard of proof provided in the TACP arguing that this case is penal in nature and/or could potentially take away his right to practice a profession of choice and that, under Florida law, courts require a clear and convincing standard of proof to be used in such cases.

172. The Panel is not convinced by the Player's argumentation. The standard of proof of preponderance of evidence is widely accepted under Florida law in cases of a civil nature. The case law from the US cited by the Player does not involve cases where express applicable rules set out the standard of proof.

173. CAS case law also repeatedly confirmed the application of the standard of preponderance of the evidence as foreseen in the TACP (CAS 2021/A/8531, para. 78; CAS 2020/A/7129 & 7130, paras. 320-321; CAS 2023/A/10177, para. 97).

174. Previous CAS panels found that the application of the preponderance of evidence is warranted in the case of match-fixing allegations since gathering evidence in relation to the offenses in question can be difficult as a result of the inherently concealed nature of the corrupt acts. This explains why the application of the preponderance of evidence test is appropriate (CAS 2010/A/2172; CAS 2011/A/2621; CAS 2023/A/10101, para. 86).

175. Finally, the Swiss Federal Tribunal also confirmed that it was correct for an AHO and then the CAS on appeal, to have applied the standard of proof of preponderance of evidence, as provided in the TACP, when making its finding on liability. It explained as follows:

« *La Cour de céans a du reste déjà jugé que retenir un degré de la preuve plus faible que celui appliqué en matière pénale dans le cadre d'affaires de manipulation de rencontres ne constituait pas une violation de l'ordre public procédural (arrêt 4A_362/2013 du 27 mars 2014 consid. 3.3). Que la réglementation antidopage fixe un degré de la preuve plus strict que celui applicable en l'espèce pour retenir l'existence d'une infraction n'apparaît pas déterminant. Compte tenu des difficultés inhérentes à la preuve des cas de corruption et de manipulation de rencontres sportives et des pouvoirs d'investigation limités des organes juridictionnels des fédérations sportives, le degré de la preuve requis par le TACP ne heurte pas le sentiment de justice.* » (SFT, 4A_486/2022 , cons. 8.2).

Free Translation :

"*Moreover, this Court has already ruled that adopting a lower standard of proof than that applied in criminal matters in cases of match-fixing does not constitute a violation of procedural public policy (judgment 4A_362/2013 of March 27, 2014, para. 3.3). The fact that anti-doping regulations lay down a stricter standard of proof than that applicable in the present case for establishing the existence of an offence does not appear to be decisive. Given the difficulties inherent in proving cases of corruption and manipulation of sporting events, and the limited investigative powers of the sports federations' judicial bodies, the level of proof required by the TACP does not offend the sense of justice*." (SFT, 4A_486/2022 , cons. 8.2).

176. The Panel shall therefore assess the evidence according to the standard of preponderance of evidence. Under the preponderance standard, the burden of proof is met when the party bearing the burden convinces the fact finder that there is a greater than 50% chance that the fact claimed is established. In applying this standard, the Panel shall nevertheless assess the evidence before it, bearing in mind the seriousness of the offences with which the Player has been charged. While this does not affect the

applicable standard, the Panel is of the view that it should have a high degree of confidence in the quality of the evidence upon which its findings are based (CAS 2011/A/2490, para 40; CAS 2021/A/8531, para. 78; CAS 2020/A/7129&7130, para. 321).

❖ ***Admissibility of the evidence***

177. The admissibility of the evidence is an issue governed by the law applicable to the procedure (BERGER/KELLERHALS, International and Domestic Arbitration in Switzerland, 2021, No. 1318; BIRGER/VOSER, International Arbitration, 4th ed. 2021, p. 984).

178. As a result, the Panel shall first refer to Section G.3.c of the TACP 2023 which provides that "*[t]he 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*". The Panel therefore finds that the standard applicable to the admissibility of the evidence before this Panel is whether the evidence adduced by the Parties may be said to be "reliable" within the meaning of Section G.3.c of the TACP 2023.

179. In the course of the present proceedings, the Parties have discussed the fact that some of the evidence on record had been "fabricated" by the ITIA. Although the Player did not seem to consider that this evidence is, as a result, inadmissible, the Panel finds it useful to clarify that it considers such evidence as reliable within the meaning of Section G.3.c of the TACP 2023. At the hearing, the Player's counsel was asked to clarify whether, by reference to the term "fabricated", the Player was alleging that the ITIA had created or altered evidence that incriminated the Player. She confirmed that this was not the Player's submission. Instead, the suggestion was simply that the ITIA had collated and reorganised the evidence for the purposes of presenting it to the AHO and now the Panel. Indeed, in the Panel's view, it is clear that such reorganisation of the evidence, in particular in the form of a timeline, was only performed in order to facilitate its assessment by the AHO and this Panel by highlighting the relevant activities among the stakeholders of GS' criminal network as well as of the Player, rather than in a fraudulent manner. For the sake of good order, the Panel therefore finds that the evidence on record, in particular the evidence stemming from the Criminal Investigation and submitted by the ITIA under the label "ITIA produced documents" and "Betting Data", is considered reliable and therefore admissible for the purposes of the present proceedings.

❖ ***Assessment of the evidence***

180. The CAS Code does not contain any provision as to the assessment of evidence in CAS proceedings. According to scholars, the principle of free evaluation of evidence ("*libre appréciation des preuves*") is applicable in international arbitration in general, and in CAS proceedings particularly (NOTH/HAAS, Arbitration in Switzerland: the Practitioner's Guide, 2nd ed., Article 44, para. 27).

181. Similarly, pursuant to Section G.3.c. of the TACP: "*[t]he AHO [Anti-Corruption Hearing Officer] 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". The Panel therefore notes that it shall freely evaluate the evidence brought forward by the Parties.

182. In the present matter, the Panel shall consider both direct evidence and circumstantial evidence. Direct evidence is evidence that, if believed, directly proves a fact. Circumstantial evidence differs since it requires a trier of fact to draw an inference to connect it with a conclusion of fact (CAS 2019/A/6443 and CAS 2019/A/6593, para. 145). In other words, "*Circumstantial evidence might be compared to a rope comprised of several cords: one strand of the cord might be insufficient to sustain the weight, but three stranded together may be quite of sufficient strength*" (CAS 2018/O/5713, para. 61).

183. In a case involving alleged acts of corruption like the present one, circumstantial evidence may be especially pertinent since, as noted above, "*corruption is, by nature, concealed as the parties involved will seek to use evasive means to ensure that they leave no trail of their wrongdoing*" (CAS 2010/A/2172, para. 54; 2014/A/3537, para. 82; CAS 2021/A/8531, para. 76).

184. In this respect, the Panel wishes to specify that there is no reason whatsoever to consider that the data gathered in the framework of the Belgian Investigation as well as that received from the betting data has no or low probative value. Similarly, the Panel disagrees with the Player's argument according to which the documentation, on which the ITIA relies, has no probative value because it was fabricated or manipulated by the ITIA.

185. The Panel, on the contrary, feels it important to stress that the evidence relied upon by the ITIA is objective data retrieved from GS' mobile phones in the framework of the Criminal Investigation and relied upon by the Criminal Court in its Judgement as well as objective betting data which betting companies forwarded to the ITIA for the purposes of disciplinary proceedings. The ITIA certainly reorganised such data in order to make it more easily readable for the purposes of a series of disciplinary proceedings against tennis players allegedly involved in match fixing. However, in the Panel's view, there is no reason whatsoever to decide that such pieces of evidence – in particular the evidence provided by the ITIA under the label "ITIA produced documents" and "Betting Data" – do not have a high probative value. The Panel's finding is supported by the fact that (i) the evidence relied upon has an objective character, which limits the possibility to different interpretations, (ii) the evidence was analysed by ITIA expert investigators whose task is to investigate both incriminating and exonerating evidence, and (iii) there is no indication whatsoever on the file that the work of the ITIA on such evidence was not done with utmost care and seriousness. The Panel further notes, as stated above, that the Player confirmed at the hearing that he was not arguing that the ITIA fraudulently manipulated the evidence on record. There is no suggestion (nor any evidence to support such a suggestion) that the ITIA added to, deleted from or otherwise altered the evidence. The Panel shall of course explain its assessment of the overall evidence on record for each of the matches at stake in the next section.

(b) Alleged Violations of the TACP 2017 and 2018

186. The Appealed Decision found that the Player committed 11 breaches of the 2017 and 2018 TACP. The violations are summarised in the table mentioned above (see above para. 45).

187. In the proceedings CAS 2024/A/10295, the Player contends that the AHO erroneously found the Player guilty of 11 alleged violations mentioned in the summarizing table (referred to in the table mentioned above under "Established"). The ITIA appealed the Appealed Decision in the matter CAS 2024/A/10313 disputing the fact that the AHO found the Player not guilty of the 22 other alleged violations mentioned in the summarizing table (referred to in the table mentioned above under "Dismissed").

188. Before delving into the analysis of the alleged offenses in relation to each of the matches concerned, the Panel shall examine the evidence on record with respect to the existence of GS' criminal network and its *modus operandi* as well as the Player's involvement in such criminal network.

i. GS' criminal network

189. The Parties do not dispute the facts that stem from the investigations in France and in Belgium in relation to GS' criminal network. Based on the evidence on record, in particular the Judgment of the Criminal Court and the witness statement of Karen Risby, investigator in charge at the ITIA, and the documentation related to the investigations carried out in France, the Panel thus accepts the following:

- ✓ At the centre of the organized criminal network is GS, also referred to as "*Maestro*", "*Gregory*", "*Greg*" or "*Ragnar*". The Criminal Investigation established that GS was responsible for being the point of contact between professional tennis players or a middleman on one side and a network of gang members who were responsible for placing bets using a wide variety of online betting operators and in store terminals on the other. In each case, he had an international network and was a major player in the criminal organization.

- ✓ GS' global operation had been functioning for several years and was indeed hugely successful. The money trails lead to millions of dollars or euros being discovered. However, given those funds relate to limited time periods, it is believed that the true earnings of this criminal organisation are far higher.

- ✓ GS' methodology is as follows:

  i. GS would review the online betting markets and assess matches where (i) one of the players may be prepared to fix the match and (ii) there was potential financial profit to be made from fixing the match.
  ii. GS would contact the player (or middleman), usually via WhatsApp and/or Telegram and would offer the player a financial reward in exchange for fixing a match. The proposed fixes varied but included losing specific sets (sometimes by a particular scoreline) and losing specific games.

iii. If the player agreed to carry out the fix, GS would instruct his associates to place bets with various betting operators (usually online, but the bets could also be placed in person).

iv. After a fix was successfully carried out, GS would arrange payment to be made to players, either by the money transfer services of MoneyGram or Western Union (whereby a player or their representative would collect the money in-person that had been transferred by an associate of GS) or by a Skrill or Neteller payment (which a player or their representative could access online). GS sometimes met with players in-person where he would give players cash. GS would also arrange payment to the intermediary involved (if there was one).

- ✓ GS was using different phones and was regularly changing SIM card. In order to communicate with players, GS regularly provided them with new SIM cards, which allowed him and the players concerned to exchange via different phone numbers than the one registered with the ITIA and disclosed to the police investigators in France and Belgium. This is exemplified by the fact that at the time of his arrest, GS was using four different phone numbers as well as conversations between GS and his associate Mr Sarkisov that they used to receive new SIM cards from GS over time and that the latter informed them of his new phone number which they needed to use to communicate with him and the confirmation by different tennis players, in particular Mr [redacted] Mr [redacted] and Mr [redacted]

- ✓ GS was saving the contacts of tennis players in his phone with an abbreviation or pseudonym: "[redacted]fr" for French tennis player [redacted] "[redacted]fr" for the French tennis player [redacted] "[redacted]ag" for Argentinian tennis player [redacted] "[redacted]fr" for French tennis player [redacted] "[redacted]be" for the Belgian tennis player [redacted] "[redacted]fr" for French tennis player [redacted]

- ✓ As was confirmed by several tennis players, in particular Mr [redacted] Mr [redacted] and Mr [redacted] GS communicated with them through Telegram, an app that encrypts most conversations and automatically deletes the communication after a certain period of time.

- ✓ GS mostly paid Western European tennis players in cash often at the Gare du Nord in Paris (France).

ii. The Player's involvement in the activities of GS' criminal network

❖ *Position of the Parties*

190. The ITIA contends that the Player is involved in GS' criminal network. In support of this contention, it advances the following points. First, he appears on a list of professional athletes involved in GS' criminal network that was established by Belgian investigation based on specific parameters, which were deduced by analysing various communications from GS' phones as well as financial evidence. Second, the Player's disclosed and admitted telephone number [redacted] is recorded as "Leny" in a

handwritten notebook found during a search at the home of GS by the Belgian Police together with the undisclosed Dutch mobile phone number [redacted] Third, GS's phones seized by the Belgian Police show that other telephone numbers - *i.e.* a Swedish mobile phone number [redacted] as well as of the Dutch mobile phone numbers [redacted] and [redacted] - and the Telegram account number [redacted] were saved therein as "Leny.fr". Other tennis players confirmed to the French authorities the methodology of saving the contact of tennis players by using their abbreviation/nickname and a reference to the nationality of the tennis player. The tennis players [redacted] even confirmed that "leny.fr" referred to the Player. Fourth, the ITIA submits that [redacted] and [redacted] have confirmed that the Player was involved in GS' criminal network. Fifth, GS contacted the Player on his disclosed phone number on multiple occasions, about a meeting in Paris at the Gare du Nord, or sending the Player the letter "T", which, the ITIA submits, refers to Telegram-app. Finally, the recent conversations between the Player and GS on Telegram-app contain various details of match-fixing which correspond to the indications of amount of the bribes paid to tennis players and the locations for these cash payments to be made which were found on notes saved on GS' phones.

191. The Player consistently denied having taken part in any match fixing and in any of GS criminal activities. He confirmed having only one French mobile phone with number [redacted] and denied being the user of other phone numbers, in particular a Swedish mobile phone number [redacted] as well as of the Dutch mobile phone numbers [redacted] and [redacted] and Telegram account number [redacted] He explains that the reference to "leny" in GS's phones and notes refers to someone else. He also draws the Panel's attention to the fact that in one of GS' phones, the name "[redacted] was assigned to the Dutch number [redacted] The Player finally denied having ever been in contact with GS, even through his disclosed mobile phone number.

192. The Player also brings forward a number of alternative scenarios for how GS' criminal network would have been in state to predict the outcome of tennis matches without the Player being involved in match fixing. The Player indeed argued that there are multiple ways to predict the outcome of a tennis match, *i.e.* win a bet, without the participation of a tennis player: courtsiders are able to deliver direct information to bettors or betting themselves; bettors also use technology defaults in the (live) betting process at their advantage; some of the bettors are able to corrupt officials and judges in order to delay scoring and enable betting before the scoring is officially registered. The Player also stated that he was performing exceptionally well at the time of the relevant facts and that he cancelled registrations to several tournaments due to his injuries; based on his level at the time, the Player argues that he had no interest in engaging in match fixing, and that had he been active in match fixing, he would have participated in as many tournaments as he could; the fact he cancelled his registration to several tournaments indicates that he was not active in match fixing. Finally, the Player noted that tennis institutions encourage match fixing criminal networks by selling the data of matches to betting companies and failing to protect players from those networks.

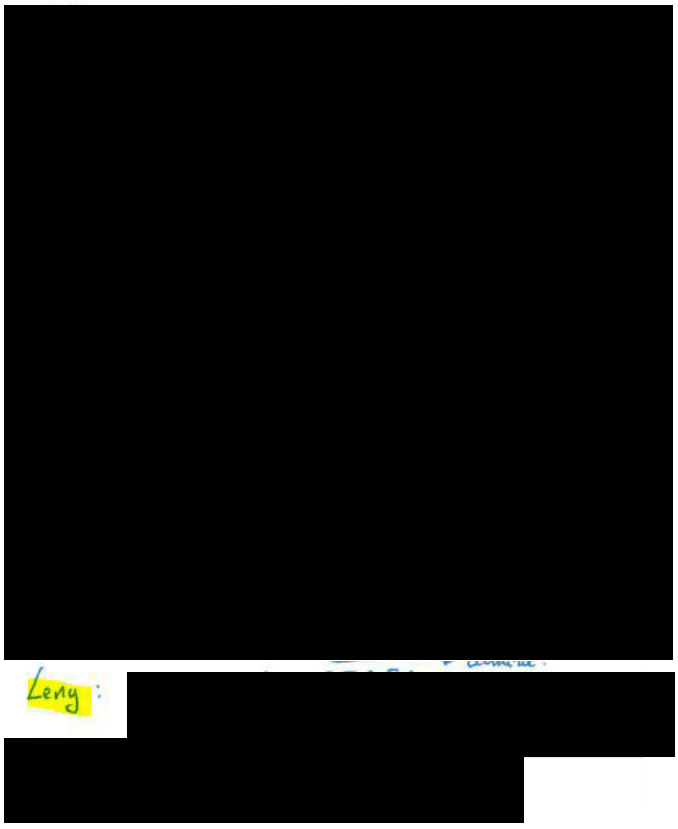
193. The ITIA argued that the Player did not provide any evidence of the alternatives put forward, and that, on the contrary, it is well established that GS made agreements with tennis players and placed bets on their matches accordingly.

❖ *Position of the Panel*

194. The Panel first notes that it is of course conscious of the existence of alternative scenarios for predicting the outcome of matches or games and sets, in particular the issue of courtsiders, exploitation of technological defects and corruption of judges or officials. These possible alternative scenarios have been considered by the Panel when examining the evidence on record for each of the matches at stake. However, the Panel agrees with the ITIA that no cogent evidence has been adduced to support any such alternative scenarios in the present case.

195. At this stage, the Panel however wishes to note that participation in tournaments requires tennis players to incur costs, in particular for their travel and their stay; and, it is, in the Panel's view, far from established that fixing a match is financially more interesting than refraining from participating in the tournament. Thus, the Panel is not convinced by the Player's argument that the fact that he cancelled his registration to several tournaments during the 2017-2018 period as a result of his injuries is a clear indicator that he was not engaging in match fixing. Similarly, the fact that the Player performed well in the relevant period does not *per se* mean that he had no interest in engaging in match fixing; this is especially so since the Player was suffering from various injuries and also because match fixing did not require the Player to lose an entire match but only some aspects within a match (a set or a game).

196. The Panel shall also examine the relevant data retrieved in the framework of the Belgian Investigation. The Panel recalls that during the search at GS's domicile in Belgium, the Belgian Police found the following note written by GS:



197. The fact that "Leny" is written next to the Player's disclosed and admitted phone number clearly indicates both that GS had in his possession the Player's contact details and that the Player was – in GS' mind – "Leny". Then, the examination of GS' phones demonstrates that several phone numbers were saved in GS's mobile phones as "leny", "leny.fr" or "lex'y". These additional phone numbers – which were not disclosed by the Player – are: [redacted] as well as [redacted] and [redacted] and the undisclosed Telegram account number [redacted]

198. The Panel is of the view that the combination of the handwritten note and the data saved on the various mobile phones of GS, constitute a strong indication, making it more likely than not that the Player was using several undisclosed phone numbers [redacted] as well as [redacted] and [redacted] and the undisclosed Telegram account number [redacted] in addition to the one he disclosed to the French Police and other investigators. There appears to the Panel to be no reason (and none was advanced by the Player) as to why GS – who had the Player's admitted phone number in his possession – would record further numbers that were not used by the Player against the Player's name.

199. The fact that the details of other tennis players, such as [redacted] ("[redacted]fr"), [redacted] ("[redacted]fr") or [redacted] ("[redacted]fr"), which were confirmed by these tennis players before the French Police as correct, were saved in a similar fashion in GS' phones corroborates the Panel's conclusion. In addition, [redacted] also confirmed to the French Police that "LENY.FR" which appeared in a discussion between GS, [redacted] and "LENY.FR" on [redacted] May 2018, referred to the Player:

« *Sur votre demande LENY c'est Midjana* ».

[Free Translation by the ITIA:

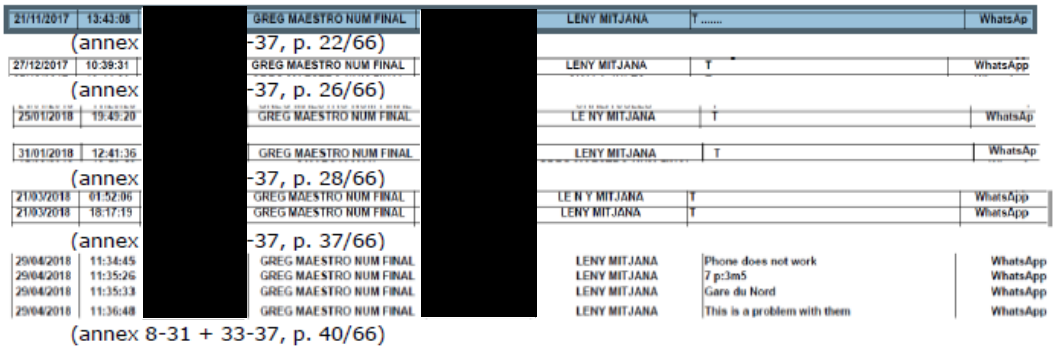
"*Insofar as your question about Leny is concerned, I believe him to be Midjana*"]

200. The Player's contention that "leny.fr" and/or "LENY.FR" refers to other persons called Leny (or Leonard) is not credible: firstly, it does not take into account the fact that the Player's disclosed and admitted number is associated with the name "Leny"; even if the Panel were to ignore this fact – *quod non* –, it still remains that there are no other tennis players called Leny that could credibly be linked to GS' criminal network: [redacted] from the Netherlands was not active in 2018 and was playing in Age Category +75; [redacted] is from Austria (and thus not related to France) and his name is spelled out differently; the Panel further accepts the fact that, as stated by the ITIA and not contested by the Player, [redacted] name appeared once in the criminal file but only as opponent of a player who was willing to falsify a match, not as a person of interest.

201. Similarly, the witness statement from Zoran Preradovic from the ITIA confirms that the reference to the name "[redacted] next to the number [redacted] in one of GS' phones stems from the fact that the Dutch number in that telephone was not assigned to a specific contact by GS; and, when a telephone number is not assigned to a contact in a mobile phone, WhatsApp automatically proposes to assign the name the user with the corresponding ID gave himself or herself. Thus, in one of GS' phones, since the Dutch

number [redacted] was not assigned, WhatsApp automatically proposed to assign the name the user with ID [redacted] gave himself; it thus appears that the Player gave himself the name "[redacted] for his undisclosed telephone number [redacted] and that GS registered that same number as "leny.fr", "leny.nl2", "lex'y" and "L" in other phones of his.

202. The Panel also notes the fact that GS contacted the Player multiple times on his disclosed and admitted phone number [redacted] and would send the Player messages, *i.a.* about meeting at the train station Gare du Nord or with the letter "T":



203. In the Panel's view, there is no reasonable explanation why GS would send messages, in particular about meeting at the Gare du Nord, if the Player was not involved in some way in the activities of GS' criminal network. The Player did not offer any such explanation, instead relying on bare denials. The Panel also finds that in the context of these conversations, and considering the evidence already examined so far, the message with the letter "T" undoubtedly referred to "Telegram" inviting the Player to continue the discussion using the more secure platform Telegram.

204. The Panel furthermore notes that tennis players [redacted] and [redacted] stated during their interrogatories before the French Police that the Player was collaborating with GS. Such declarations made by other persons outside the framework of these proceedings, taken in isolation, are not sufficient evidence of the Player's involvement in GS's criminal network; however in light of the fact that these statements were made during criminal investigations led by official Police officers, the Panel considers them as particularly reliable evidence corroborating the conclusion it reached based on the assessment of other pieces of evidence.

205. Based on the above considerations, the Panel finds that the evidence on record sufficiently demonstrates that the Player was involved in the activities of GS' criminal network and that, in particular, he was in contact with GS through, not only his disclosed and admitted telephone number, but also the undisclosed telephone numbers [redacted] and [redacted] as well as through the undisclosed Telegram account number [redacted]

iii. The alleged violation of Sections D.1.d, D.1.b and D.2.a.i of the TACP 2017 and 2018 by the Player

206. The alleged corruption offenses at stake in the present matter are the following:

Section D.1.d of the 2017 and 2018 TACP, which provides as follows:

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

Section D.1.b of the 2017 and 2018 TACP, which states:

"*No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person website; writing articles for a tennis betting publication or website; conducting personal appearances for a tennis betting company; and appearing in commercials encouraging others to bet on tennis*."

Section D.1.e of the 2017 and 2018 TACP, which states as follows:

"*No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event*."

Section D.2.a.i of the TACP, which states:

"*In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible*."

207. Moreover, the Panel notes that Section E.2 of the TACP provides that "*For a Corruption Offence to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.*"

208. Based on the above, the Panel thus clarifies that in order for a corruption offence to exist, a mere *attempt* to contrive a match is actually sufficient; similarly, the fix may cover not only the outcome of a match but also one *aspect* of a particular match. Finally, it is not necessary to show the existence of a financial reward, whether money or benefit or other consideration, for a corruption offence under the TACP to exist.

209. Turning to address each of the 11 matches in relation to which offenses are alleged. In each case, the Panel assesses the evidence specific to each match. However, it wishes to note that such assessment has, in respect of each allegation, been conducted in the context of the overarching findings set out above concerning GS' criminal network, his *modus operandi* and his contacts with the Player.

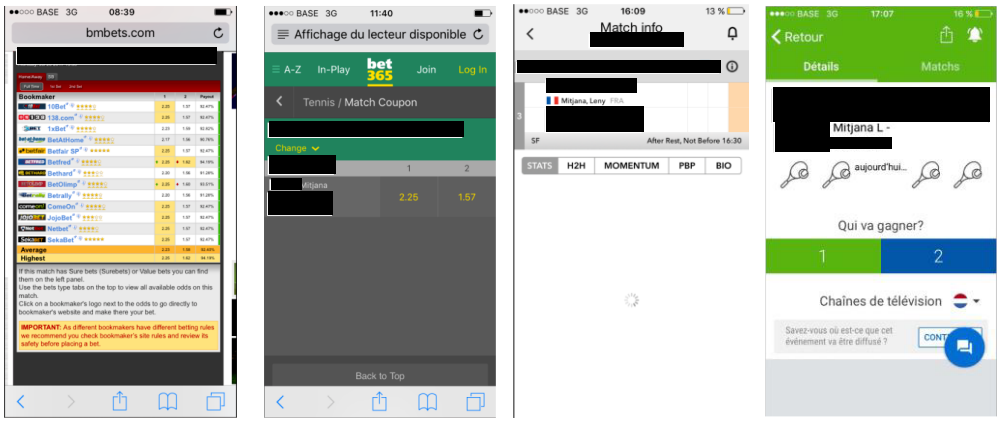
- ***Match 1: Doubles Match ([redacted] MITJANA v. [redacted] on [redacted] July 2017***

210. Match 1 took place at an [redacted] tournament in Portugal on [redacted] July 2017 between [redacted]. It was a [redacted] round match featuring the Player and Mr [redacted] playing doubles against Mr [redacted] and Mr [redacted] The team [redacted] Mitjana [redacted] the match but [redacted] the [redacted] set. The final score was [redacted]

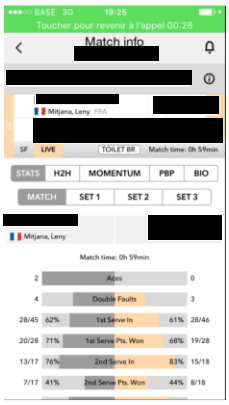
211. The ITIA contends that Match 1 was fixed and that the Player violated Sections D.1.d (contriving), D.1.b (facilitating a bet) and D.2.a.i (failure to report). In support of its allegation, the ITIA produced the following evidence to establish the Player's involvement in the fixing of Match 1: screenshots in relation to Match 1 on GS' phone from betting websites and from the ITF website taken both prior to and during the match; the opening of a betting account from Bulgaria in the name of [redacted] a week before the match, from which two bets were placed on the day of the match for [redacted] to win the match; a Skrill payment made by [redacted] to [redacted] a conversation between the Player and GS referring to a fix for Mr. [redacted] and extracts from the interrogation of Mr [redacted] allegedly confirming that the Player acted as intermediary for Mr [redacted]

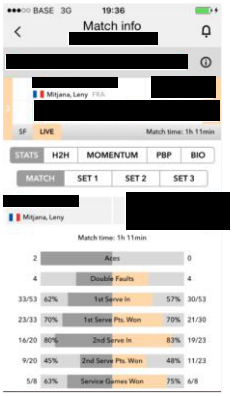
212. The Player argues that there is no evidence that Match 1 was fixed: the evidence relied on by the ITIA is "fabricated", is only indirect and shows inconsistencies in particular with respect to the payments made. Also, there are indeed several ways to predict the outcome of a match without fixing it. The Player's involvement is not established at all: there is no proof of any communication between GS's criminal network and the Player; the alleged conversation between GS and the Player which took place one year later and has nothing to do with Match 1 is therefore irrelevant; the two suspicious bets were placed at a moment when it was easily predictable that the Player and his partner would lose the match, especially considering the visible straps the Player had on his shoulder, elbow and wrist at the time; the Player's partner, Mr [redacted] engaged in match fixing with other people than GS, and may have acted alone; the scorecard shows that the Player and Mr [redacted] were determined to fully play the game as they had won one set.

213. The Panel first accepts the data that was retrieved from the analysis of the phones of GS, which revealed that, on the day of Match 1, several screenshots of Match 1 from online betting sites had been saved on GS' phone:



After the start of Match 1, the following two screenshots were saved on GS' phone:





214. In the Panel's view, the above screenshots relating to Match 1 show a clear interest from GS in Match 1 and is also in line with the *modus operandi* of his criminal network's activities.

215. The Panel moreover accepts, based on the betting data on record, that, a week before Match 1, a betting account was opened with [redacted] in the name of [redacted] registered in Bulgaria with the e-mail address [redacted]. On the day of Match 1, two bets were placed from this account for [redacted] to win Match 1. The bets were placed within 15 seconds of each other at 17:27:24 and 17:27:39, just after Match 1 started (Match 1 started at [redacted]) for a total of GBP 3,174.13. Both bets were successful and generated a profit of GBP 2,208.10. The Panel also accepts the fact that Mark Swarbrick, Betting Liaison Officer at the ITIA, confirmed in his witness statement that the above-mentioned betting accounts and bets were suspicious because they showed multiple warning signs.

216. Moreover, on the day of Match 1, a Skrill Payment was made by [redacted] to [redacted] using the same e-mail address as the betting account for an amount of USD 6,909.90. The Panel accepts the explanation provided by Karen Risby, investigator at the ITIA, that the amount of the transaction more likely than not corresponds to the stakes of the betting by [redacted] on various betting websites, not only on [redacted] website for Match 1.

217. The Panel therefore finds that the combination of the screenshots on GS' phone, the placing of bets on this match from an account in the name of [redacted] and the subsequent Skrill payment made by [redacted] to [redacted] – taken together – correspond to GS' *modus operandi.* The Panel therefore finds that the evidence on record shows that it is more likely than not that Match 1 was fixed by GS' criminal network.

218. The Panel then turns to the Player's alleged personal involvement in the fixing of Match 1. The ITIA produced a discussion on [redacted] May 2018 between the Player ("leny.fr") and GS on Telegram, which reads as follows:

« *Mitjana:* [redacted] *confirmé pour* [redacted] *(13 :17)*
GS : *D'acc (13 :17)* »

[Free Translation
"*Mitjana:* [redacted] *confirmed by* [redacted] *(13:17)*
GS: *Okay (13:17)"*]

219. During his interrogation before the French Police, Mr [redacted] was asked to comment on a discussion that occurred on the same day, *i.e.* [redacted] May 2018, between the Player ("leny.fr"), GS and [redacted] ("[redacted]fr"), and confirmed that, in that conversation, the Player acted as an intermediary for Mr [redacted]

220. In the Panel's view, the above cited conversation between the Player and GS about Mr [redacted] playing suggests that in or around [redacted] May 2018, the Player and Mr [redacted] were cooperating with GS' criminal network. Mr [redacted] statement points towards the same direction. However, these conversations occurred almost a year after Match 1 and have – of course – no connection whatsoever with Match 1 except for the players involved. In the Panel's view, it cannot be inferred from these conversations that it is more likely than not that the Player was involved in fixing Match 1. In particular, it cannot be excluded that Mr [redacted] fixed Match 1 alone for someone else without the Player being aware of the fixing.

221. Based on the above considerations, the Panel finds that the evidence on record is insufficient to conclude that it is more likely than not that the Player committed any of the alleged breaches of the 2017 TACP in relation to Match 1.

- ***Match 2: Doubles Match ([redacted] v. [redacted] MITJANA) on [redacted] July 2017***

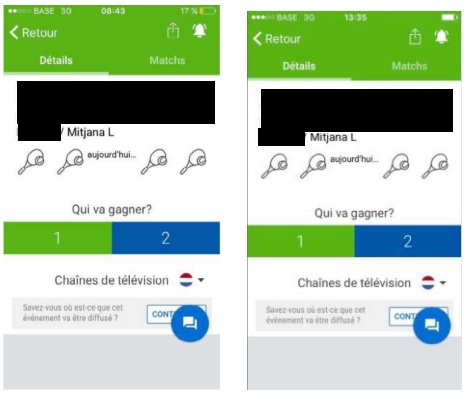
222. Match 2 took place in an [redacted] tournament Portugal on [redacted] July 2017 between [redacted]. Match 2 featured the Player and Mr [redacted] playing doubles against Mr [redacted] and Mr [redacted] The Player and his partner lost the match [redacted]

223. The ITIA alleges that Match 2 was fixed and that the Player was involved in the fix, thereby breaching Sections D.1.d (contriving), D.1.b (facilitating a bet) and D.2.a.i (failure to report) of the 2017 TACP. In support of its allegation, the ITIA produced the following evidence: The screenshots relating to Match 2 on GS' telephone on the day of Match 2 prior and during the match; the opening of two suspicious betting account approximatively a week before Match 2 from identified persons; the placing by these two betting accounts of six suspicious bets on the day of Match 2 on the outcome of Match 2 and on the outcome of the [redacted] game of Match 2; the identified persons who opened the betting accounts and placed the bets on Match 2 received on the day of Match 2 a payment from GS' criminal network; the Player lost the [redacted] game by making two double faults and lost [redacted], while Mr [redacted] won all of his service games.

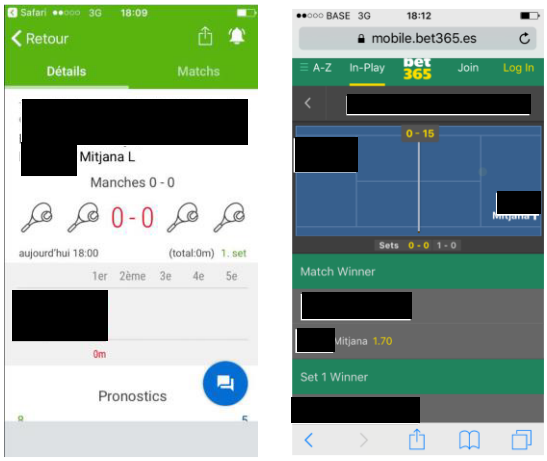
224. The Player submits that there is no proof that Match 2 was fixed and, in any event, no proof that he participated in the fixing of Match 2: the money sent does not correspond to the bet and there is no trace of payment from the alleged bettor account to anybody. The fact that a platform qualifies a bet as suspicious does not automatically mean that the match was fixed, even less by GS' network. The [redacted] game of Match 2 was unpredictable and demonstrates that there was no agreement to fix that match. In any event, there is no evidence of the Player's involvement: no proof of contract between the Player and GS; bets were placed during Match 2 and the result was easily predictable since the Player, already injured, had no time to recover from previous matches

explaining the numerous double faults; it is evidenced that courtsiders were present at the match; nothing excludes that if there was match fixing, it was committed by the Player's partner, Mr [redacted] who is already accused of match fixing; finally, the scorecard shows that the Player and Mr [redacted] fought for the match.

225. The Panel first accepts the data that was retrieved from the analysis of the phones of GS, which revealed that several screenshots from Match 2 had been saved and sent to an accomplish, [redacted] before the start of Match 1:



and, while Match 1 was ongoing:



226. In the Panel's view, as Ms Karen Risby, investigator at the ITIA, explained in her witness statement, those screenshots at least show the high level of interest of GS in Match 2.

227. The Panel also accepts that GS gave clear instructions to [redacted] a GS Accomplice, with respect to Match 2:

"

GS:	*"Win [redacted]* ***Win*** *[redacted] win [redacted] Win [redacted]*
	"Link and bet"
[redacted]	*"Tell me how much was bet, if there is any network problem or not"*
GS:	*"Are you betting?"*
[redacted]	*"Yes, we are trying, it just came*

"Bro, I have sent it to you"

[highlights from the author]

228. Moreover, the Panel notes from the betting data on record that, approximatively a week before Match 2, two suspicious betting accounts were opened with [redacted] in the name of [redacted] and [redacted] registered in Bulgaria with the email address [redacted] and [redacted], respectively. Moreover, the Panel accepts that, on the day of Match 2, three bets were placed from the betting account in the name of [redacted] for [redacted] to win Match 2 and to win set 1; and three other bets were placed within 38 seconds of each other, by [redacted] this time, for a total of GBP 1,260.04 for [redacted] to win the [redacted] game; all bets were successful. Finally, the Panel finds that it is sufficiently demonstrated that, on the day of Match 2, two Skrill payments were made by [redacted] to [redacted] and [redacted] respectively, using the same address email as the betting account and for an amount of EUR 6,985.50 and USD 8,149.75, respectively.

229. The Panel further notes that the Player did not dispute, and the Panel accepts that, as was confirmed by Mark Swarbrick, Betting Liaison Officer at the ITIA, in his witness statement, the above-mentioned betting accounts and bets were suspicious because they showed multiple warning signs.

230. The Panel therefore finds that the combination of the screenshots of Match 2 saved on GS' phone, GS' instructions to bet to an accomplice, the opening of suspicious betting accounts and the placement of suspicious bets from those betting accounts as well as the Skrill payments from [redacted] to the holders of these betting accounts, considered altogether, constitute sufficient evidence to conclude – on the basis of the more-likely-than-not-standard – that Match 2 was fixed by GS' criminal network.

231. The Panel then turns to the Player's alleged personal involvement in the fixing of Match 2. The ITIA relied on the fact that bets were placed that the [redacted] game, which was a service game for the Player, would be lost, and that the Player made two double faults in the [redacted] game as well as on the fact that it is established that the Player acted as intermediary for Mr [redacted] with GS during the summer 2018 and that GS had explicitly directed the Player to use maximum efforts to evade suspicion.

232. The majority of the Panel is of the view that these elements are not sufficient to conclude on the applicable standard of preponderance of evidence, that the Player fixed the outcome of that specific game and of Match 2, more generally.

233. The majority Panel is of the view that the two double faults mentioned are not sufficient as such to demonstrate that the match or the game was fixed. In addition, the Panel notes that the Player did not make consecutive double faults but two double faults in a close call game.

234. Moreover, in the view of the majority of the Panel, the fact that the Player lost all his service games but his partner won all of his can mean many things, amongst others: that the Player's serve was not as good as that of his partner, that his partner was bad at the net; that the Player was serving against the wind; that the opponents had found a way to "read" his serve etc.

235. Furthermore, the fact that the Player allegedly acted as intermediary for [redacted] in the summer 2018 does not, in the view of the majority of the Panel, allow to draw any conclusion regarding the Player's involvement on [redacted] July 2017, especially considering that, at the time, Mr [redacted] was already involved with GS.

236. Finally, the message from GS to the Player that "*in the eyes of all, they must make sure they play thoroughly*" is dated [redacted] May 2018 so well after Match 2. The majority of the Panel therefore concludes that the evidence on record is insufficient to conclude that it is more likely than not that the Player committed any of the alleged breaches of the TACP in relation to Match 2.

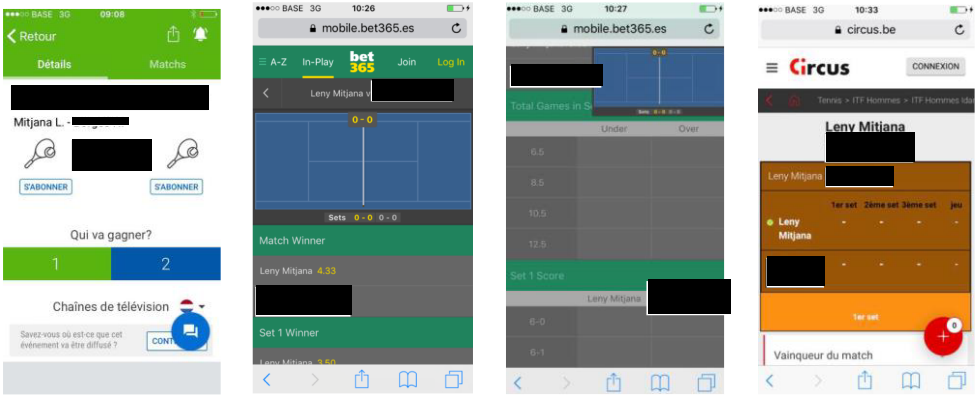
- ***Match 3: Singles match (MITJANA/[redacted] on [redacted] July 2017***

237. Match 3 took place in an [redacted] tournament Portugal on [redacted] July 2017 between [redacted] UTC. Match 3 featured the Player playing singles against Mr [redacted] The Player [redacted] the match [redacted]

238. The ITIA alleges that Match 3 was fixed and that the Player was involved in fixing it, thereby breaching Sections D.1.d (contriving), D.1.b (facilitating a bet) and D.2.a.i (failure to report) of the 2017 TACP. In support of its allegation, the ITIA produced the following evidence: the screenshots relating to Match 3 saved on GS' telephone on the day of Match 3 prior and during the match as well as the conversation between GS and [redacted] (being a GS Accomplice), including GS' announcement that the Player would lose the [redacted] break in the [redacted] set and lose the [redacted] set [redacted]

239. The Player submits that there is no proof that Match 3 was fixed and, in any event, no proof that he participated in the fixing of Match 3. This is evidenced by the mere fact that the bet was unsuccessful since the Player did not lose his [redacted] service game of the [redacted] set. Moreover, the Player clearly fought the game he was supposed to lose and there is no evidence of contact between GS and the Player. Finally, there were several indications that enabled GS to predict that the Player would lose Match 3 without the need for the Player's implication, in particular the fact that (i) the Player did not recover from his previous matches showing visible straps on his body, (ii) the Player was not able to beat the same player [redacted] days before Match 3, and (iii) the bets were placed while Match 3 was already ongoing, allowing some time to analyse Match 3 and the above elements.

240. The Panel has considered all the evidence on the record. The Panel accepts the data that was retrieved from the analysis of the phones of GS, which revealed that several screenshots from Match 3 had been saved and sent to [redacted] a GS Accomplice, as follows:

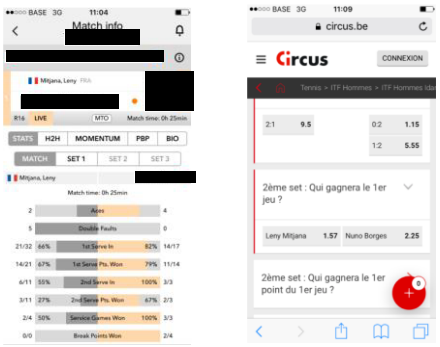


241. The Panel also accepts that GS gave the following instructions to [redacted] on the day of Match 3 between [redacted] UTC in relation to Match 3:

"

GS: *"Mitjana will lose the [redacted] set: [redacted] break, [redacted] set: [redacted]*
[redacted] *"They didn't manage the [redacted] one, the fucking one suddenly opened in another location, we went, but didn't manage"*
"The [redacted] set was [redacted] right"
GS: *"Yes"* (…)
[redacted] *"Dear [redacted] if you check [redacted] and it will be perfect"*
GS: *"Yes"*
[redacted] *"Yes"*
GS: *"Bet"*
[redacted] *"Ok"*
GS: "[redacted] *"Do that""*

242. Again, after this discussion, GS saved several screenshots of Match 3:



243. The Panel therefore notes that GS had a high level of interest in Match 3, and that as a result, he gave clear instruction to [redacted] to bet for the Player to lose the [redacted] break in the [redacted] set and then lose the [redacted] set [redacted]

244. The Panel further notes that the Player did not [redacted] the [redacted] break in the [redacted] set but did lose the [redacted] set [redacted] In addition, the Player [redacted] every point of his [redacted] service game. The Panel thus notes that only the second part of the bet was successful. In the Panel's view, the fact that part of the bet was not successful is not decisive: it could very well be that there was a communication error between GS and the Player and, for instance, that the Player understood that he could choose between the two options (*i.e.* losing the

[redacted] service game in the [redacted] set *or* losing the [redacted] set) or that he mistook the exact game to lose – for instance, the Player lost the [redacted] game – instead of the [redacted] service game – while making five double faults. Moreover, GS' criminal network even confirmed in the discussion above what had occurred in the [redacted] set, *i.e.* that the Player did not "*manage the* [redacted] *one*" [*i.e.* the first part of the bet] and still requested instructions for the [redacted] set, which indeed was successful. In the Panel's view, the mere fact that the failure of the first part of the bet was acknowledged by GS' criminal network confirms that Match 3 was fixed by GS criminal network.

245. Finally, the Panel is also of the view that the Player was involved in the fixing of Match 3. First, the Panel notes that Match 3 was a single match and that, thus, there was no other person than the Player who could have fixed the match. Second, the Player played according to the bet at least partially. Moreover, the fact that there is no direct evidence on record of an agreement between GS and the Player in relation to Match 3, is consistent with the demonstrated *modus operandi* of GS' criminal network, who was in contact with the players through undisclosed phone numbers and Telegram application. The Panel therefore concludes that Match 3 was fixed and that the Player was involved in the fix of Match 3.

246. Turning to the alleged breach of Section D.1.b of the 2017 TACP by the Player in relation to Match 3, the Panel notes that as the Player was the only person, on the court, that could have fixed Match 3 and as it is established that, although at a later point in time, there was direct communication between GS and the Player, the Player having been part of a "system" of criminal activities, as was described above, it is more likely than not that, in the period of time of or around the date of Match 3, the Player has been contacted directly or indirectly by GS in view of match fixing activities. In particular, the Panel just concluded that, more likely than not, the Player fixed an aspect of Match 3 and will explain below that he was involved in other fixes in the relevant period.

247. In doing so, the Player inevitably facilitated GS, and other persons from his criminal network, to wager on an aspect of Match 3. The Panel therefore finds that the Player "*directly or indirectly […] facilitate[d] any other person [i.e. GS] to wager on the outcome or any other aspect of any Event or any other tennis competition*", as provided under Section D.1.b of the 2017 TACP.

248. As a result, the Panel finds that that the evidence on record sufficiently shows that it is more likely than not that the Player was involved in the fixing of Match 3 and that therefore he breached Section D.1.d, Section D.1.b and, because he did not report GS' approach towards him in relation to the fix of Match 3, Section D.2.a.i. of the 2017 TACP.

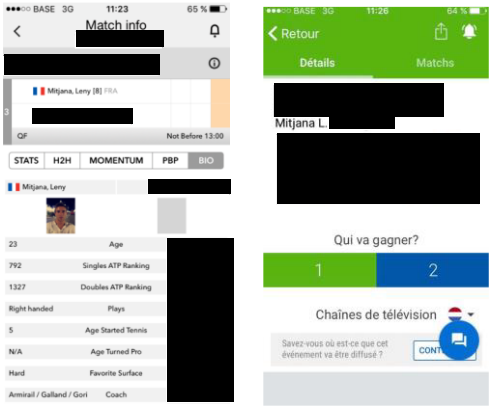
- ***Match 4: Singles match (MITJANA/[redacted] on [redacted] September 2017***

249. Match 4 took place on [redacted] September 2017 at an [redacted] tournament in Egypt between [redacted]. Match 4 featured the Player playing singles against Mr [redacted] The Player lost the match [redacted]

250. The ITIA alleges that Match 4 was fixed and that the Player was involved in the fix, thereby breaching Sections D.1.d (contriving), D.1.b (facilitating a bet) and D.2.a.i (failure to report) of the 2017 TACP. In support of its allegation, the ITIA produced the

following evidence: the screenshots relating to Match 4 saved on GS' phone as well as the communications with [redacted] in relation to Match 4. The Player in turn submits that there is no proof of any bet on Match 4 nor of any agreement between the Player and GS. Finally, the Player invoked that he suffered from blisters after the [redacted] set which lasted for almost 2 hours and the fact that he was exhausted after his [redacted] match that same day, so that observers (including other players) could have easily predicted the outcome of Match 4 by observing his status on the court that day.

251. The Panel accepts the evidence that was retrieved from GS' phone, according to which GS saved several screenshots from Match 4 and sent then to [redacted] a GS Accomplice:



252. The Panel further notes that after receiving the screenshots, [redacted] replied by "OK" to GS.

253. The Panel also accepts the evidence that was retrieved from GS' phone, according to which a discussion between GS and [redacted] in relation to Match 4 took place right after the start of Match 4, which reads as follows:

"[between 11:22 and 12:01 UTC:]

GS: *"Mitjana will lose the* [redacted] *set:* [redacted] *if he loses the* [redacted] *set"*
"If wins, cancel "
[redacted] "*OK*"
"There is no Valencia"
"The other one will be bet for 500 and will tell you"
[at 12:53 UTC, i.e. right after the commencement of [redacted] set:]

[redacted] "*it was done 500x1.65*"

254. In the Panel's view, the above conversation as well as the screenshots of Match 4 saved on GS' phone sufficiently demonstrate that Match 4 was fixed by GS' criminal network.

255. The Panel notes that there is no evidence on record of communication between GS and the Player with respect to the fixing of Match 4. The Panel is however of the view that this is not decisive in light of the *modus operandi* of GS' criminal network and in particular the fact that it is proven that the Player was in contact with GS. The Panel however notes that the bet that was placed by GS' criminal network clearly concerned the Player's playing since the bet expressly mentions the Player and the Player was playing in a singles match. Plus, the Panel notes that the Player played scrupulously as

per the bet: after losing the [redacted] set, the Player, as per the bet, did not win a single game in the [redacted] set, ending up losing that set [redacted]

256. The Panel is not convinced by the Player's explanation that his tennis level dropped in the [redacted] set because of his blisters which prevented him from playing fully. It is true that he sent pictures of his injuries to his mother and to his girlfriend after Match 4, but the Panel considers that such evidence does not overweigh the combined facts that Match 4 was fixed, and that the Player was in contact with GS, either through a middle-man, or through undisclosed phone numbers and Telegram application in the period of Match 4.

257. The Panel therefore finds that it is more likely than not that the Player was involved in fixing an aspect of Match 4 thereby breaching Section D.1.d of the 2017 TACP. The Player also failed to report GS' approach towards him in relation to the fix of Match 4, and as a result also breached Section D.2.a.i of the 2017 TACP.

258. The Panel then turns to the alleged breach of Section D.1.b of the 2017 TACP by the Player in relation to Match 4. In this respect, the Panel finds important to note that there are elements indicating that, in the relevant period of time, the Player was in contact with GS in view of match fixing activities, and that he therefore was part of a "system" of criminal activities, as was described above. In particular, the Panel just concluded that, more likely than not, the Player fixed an aspect of Match 3 and of Match 4.

259. In doing so, the Player inevitably facilitated GS, and other persons from his criminal network, to wager on an aspect of Match 4. The Panel therefore finds that the Player "*directly or indirectly […] facilitate[d] any other person [i.e. GS] to wager on the outcome or any other aspect of any Event or any other tennis competition*", as provided under Section D.1.b of the 2017 TACP. The Panel therefore concludes that the Player also breached Section D.1.b of the 2017 TACP.

- ***Match 5: Doubles match ([redacted] MITJANA v. [redacted] on [redacted] September 2017***

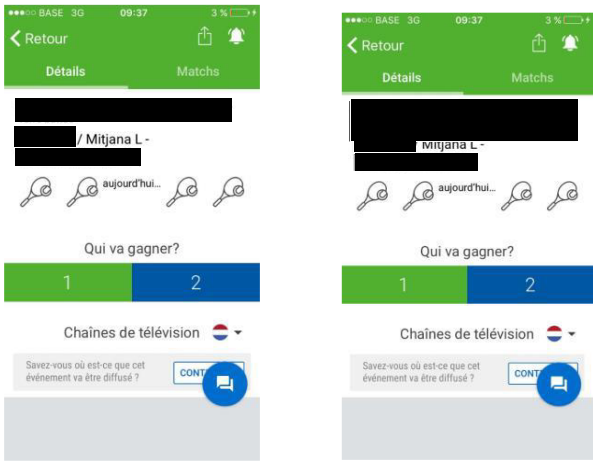
260. Match 5 took place on [redacted] September 2017 at an [redacted] tournament in Egypt between [redacted] UTC. Match 5 featured the Player and his partner, Mr [redacted] playing doubles against Mr [redacted] and Mr [redacted] The Player and his partner [redacted] the match [redacted]

261. The ITIA alleges that Match 5 was fixed and that the Player was involved in the fix, thereby breaching Sections D.1.d (contriving), D.1.b (facilitating a bet) and D.2.a.i (failure to report) of the 2017 TACP. In support of its allegation, the ITIA produced the following evidence: the screenshots relating to Match 5 saved on GS' phone and the communications with [redacted] in relation to Match 5 as well as the fact that the Player made a double fault in the targeted game. The Player in turn submits that a double fault does not constitute evidence of match fixing, and that there is no proof of any bet on Match 5 nor of any communication, let alone agreement, between the Player and GS.

262. The Panel has considered all the evidence on the record. The Panel accepts the data that was retrieved from the analysis of the phones of GS, which revealed that several

screenshots from Match 5 were sent to [redacted] an accomplice of GS, together with the following message:

"win [redacted] set"



263. The Panel also accepts that GS sent the following instructions to [redacted] a GS Accomplice, immediately after having sent the screenshots:

"

GS: "*Win [redacted] set*".
"*Are these 4 available?*"
[redacted]: "*Yes*"
GS: "*Well, bet it*"
"*Note down everything, let me know once you need any info*."
[redacted]: "*OK*"

264. Less than ten minutes after the start of Match 5, GS sent another screenshot of Match 5 to [redacted] together with the following instruction:

GS: "[redacted] */ mitjana will lose the* [redacted] *set + their* [redacted] *break of the* [redacted] *set*"
[redacted]: "*OK*"

265. Taking into consideration GS' *modus operandi*, the Panel is of the view that the above elements, namely the screenshots of Match 5 combined with the clear instructions to place a bet on an aspect of this match sufficiently demonstrate that Match 5 was fixed by GS' criminal network.

266. The Panel then turns to the alleged involvement of the Player in the fixing of Match 5. The ITIA relies on the fact that the bet was placed on a targeted game – *i.e.* the [redacted] break of the [redacted] set – which was served by the Player, and not by [redacted] In addition, the ITIA explained that the Player made [redacted] double faults in the targeted game which is highly suspicious. The Player in turn contends that, to the extent Match 5 was fixed, there is no proof on record of his implication in the fixing of Match 5 and that in particular, his double faults are no proof of his involvement in match fixing.

267. The Panel notes that the Player and his partner indeed lost the [redacted] set ([redacted] as well as their [redacted] break of the [redacted] set, exactly as per the bet. The Panel also notes that the [redacted]

break in the [redacted] set was served by the Player and that in the targeted game he made [redacted] double faults. The Panel of course accepts that double faults do not constitute proof (in isolation) of match fixing as such; however, the Panel shall consider the overall circumstances of the case: in that regard, first, it is indeed sufficiently demonstrated that the Player must have been in contact with GS at the time of Match 5 in relation to GS' criminal activities; second, it appears from the file submitted to the CAS that the Player's partner, Mr [redacted] is not listed as professional tennis player linked to GS' criminal network in the Belgian criminal file; finally, the Panel also notes that GS instructed players to hide the fix, and to play as if they were "*giving it all*", which is what the Player did in Match 5 by eventually winning Match 5. In the view of the Panel, the evidence on record tips towards the conclusion that it is more likely than not that the Player was involved in the fixing of Match 5.

268. Considering the above elements, the Panel finds that the Player breached Section D.1.d of the 2017 TACP in relation to Match 5. Moreover, since the Player did not report GS's approach towards him in relation to Match 5, the Panel finds that he also breached Section D.2.a.i of the 2017 TACP.

269. Finally, turning to the alleged breach of Section D.1.b of the 2017 TACP by the Player in relation to Match 5, the Panel notes that, in the relevant period of time, the Player was in contact with GS in view of match fixing activities, and that he therefore was part of a "system" of criminal activities, as was described above. In particular, the Panel just concluded that, more likely than not, the Player fixed an aspect of Match 3, of Match 4 and of Match 5 and will explain his involvement in other match fixing activities below.

270. In doing so, the Player inevitably facilitated GS, and other persons from his criminal network, to wager on an aspect of Match 5. The Panel therefore finds that the Player "*directly or indirectly […] facilitate[d] any other person [i.e. GS] to wager on the outcome or any other aspect of any Event or any other tennis competition*", as provided under Section D.1.b of the 2017 TACP. The Panel therefore concludes that the Player also breached Section D.1.b of the 2017 TACP in relation to Match 5.

- ***Match 6: Doubles match ([redacted] MITJANA v. [redacted] / [redacted] on [redacted] September 2017***

271. Match 6 took place on [redacted] September 2017 at an [redacted] tournament in Egypt between [redacted] UTC. Match 6 featured the Player and his partner, Mr [redacted] playing doubles against Mr [redacted] and Mr [redacted] The Player and his partner [redacted] the match [redacted]

272. The ITIA alleges that Match 6 was fixed and that Player was involved in the fix , thereby breaching Sections D.1.d (contriving), D.1.b (facilitating a bet) and D.2.a.i (failure to report) of the 2017 TACP. In support of its allegation, the ITIA produced the following evidence: screenshots relating to Match 6 saved on GS' phone and the communications between GS and two accomplices in relation to Match 6 as well as fact that Mr [redacted] confirmed during his interrogation before the French Police that Match 6 was fixed and that GS had decided that he would lose and that the Player would win. The Player in turn submits that there is no proof of any bet on Match 6 nor of any communication, let alone agreement, between the Player and GS; Mr [redacted] statement indicates that Mr [redacted] fixed Match 6 with GS but there is no proof of

the Player's involvement. Mr [redacted] had a bad relationship with the Player: this is why he indicated during his interrogatory before the French Police that the Player "*worked with Maestro*" even if later on he refused to participate in a confrontation with the Player and ended up confirming that "*by reputation[he] heard that [the Player] would collaborate and could fix matches with Maestro*", which is a very weak statement.

273. The Panel has considered all the evidence on the record. The Panel accepts the data that was retrieved from the analysis of the phones of GS, which revealed that:

- On the day of Match 6, a screenshot relating to Match 6 was sent several times to [redacted] a GS Accomplice, together with the following messages:

GS: "*Do you have this one with a line?*"
[redacted] "*OK*".
GS: "*Win* [redacted] *mitjana Win* [redacted]
"*Link and bet them*"
[redacted] "*Ok*"

- On the day of Match 6, the same screenshot relating to Match 6 was sent several times to [redacted] a GS Accomplice, together with the following messages:

GS: "*Win* [redacted] *mitjana Win* [redacted]
"*We are waiting for this two*"
[redacted] "*OK*"

274. The Panel notes that in these discussions GS gave clear instructions to his accomplices to bet on a win of the Player and his partner in Match 6 and to link this bet with another bet on a win of Mr [redacted] and his partner in another match

[redacted] v [redacted], which was played on the same day, by way of a multibet. The Panel also recalls that the player Mr [redacted] who was referred to by GS in the above instruction, admitted before the French Police that he was involved with GS in the fixing of several matches.

275. The Panel further notes that in his interrogatory before the French Police, Mr [redacted] one of the Player's opponents in Match 6, confirmed that Match 6 was fixed with GS. Mr [redacted] interrogation states as follows:

« Q : Do you know Mr Leny MITJANA?
A: yes, he is also a professional tennis player, but we are not the best of friends.

Q: Do you know if he played in such a fixed match?
A: Yes, I heard him talk about it. It was during a doubles' tournament at Cairo, Egypt, from 13 September to 17 September 2017 We had a doubles' match, me against him. I had to lose and he had to win. Maestro decided who had to lose and who had to win. I received the money, because I had to lose.

Q: How was that match organised? Were you both present when Maestro decided who had to lose and who had to win?
A: I was in touch with Maestro on Telegram and he told me he was also working with Mitjana, so that we could fix a match.

Q: How did you decide who had to lose and who had to win?
A: Maestro decided that. We both wanted to win, really, but Maestro decided in the end.

Q: Did you speak to Mitjana about it before the match?
A: We were placed at certain seeds in the tournament, so we knew we had to play each other. We spoke about it before the match, a doubles' match, even before the decision was taken. Mitjana informed me of the fact that he worked with Maestro, but that he did not see him directly, so that all his contacts went via a go-between. Maestro had decided I had to lose and that is why I received the money.

Q: Does a match get fixed a long time beforehand?
A: No, just a few hours beforehand.

Q: Does Mitjana work with Maestro or someone else?
A: With Maestro, but there is a go-between involved. I do not know who that is."

276. Finally, the Panel also notes that the multibet was successful and that, in particular, the Player and his partner won Match 6 as per the instructions of GS. Based on the evidence on record, in particular the screenshots and the instructions from GS to his accomplices as well as Mr [redacted] interrogation, the Panel finds that Match 6 was fixed in cooperation with GS's criminal network.

277. The Panel now turns to the assessment of the Player's involvement in the fixing of Match 6. According to Mr [redacted] interrogation mentioned above, "*Maestro decided who had to lose and who had to win. [Mr [redacted] received the money, because [he] had to lose"*; moreover, Mr [redacted] confirmed "*[he] was in touch*

with Maestro on Telegram" and that GS had told him that "*he was also working with Mitjana, so that we could fix a match"*. Finally, Mr [redacted] also indicated that although he and the player "*were not the best of friends*", the Player had told him that "*he worked with Maestro, but that he did not see [GS] directly so that all his contacts went via a go-between*".

278. In the Panel's view, Mr [redacted] interrogation confirms that Mr [redacted] was involved in the fixing of Match 6 as he admitted being in direct contact with GS, that GS had instructed him to lose Match 6 and that he received money for that fix. However, in the Panel's view, there is insufficient evidence to conclude that the Player too was involved in the fixing of Match 6: Mr [redacted] and the Player as well as Mr [redacted] all confirmed that the Player and Mr [redacted] did not have a good relationship; in these circumstances, Mr [redacted] testimony that the Player had told him he "*worked with Maestro*" may only be attributed little weight. This is all the more so given that later in his interrogation, he stated that "*by reputation [he had] heard that [the Player] would collaborate and could fix matches with Maestro*", which is a much weaker statement; finally, when asked whether he would be willing to participate in a confrontation with the Player before the French Police, Mr [redacted] refused to do so. The Panel also notes that the Player's level of performance during Match 6 does not allow to draw any conclusion on his involvement in the fixing of that Match.

279. The Panel therefore finds that the evidence on record is insufficient to conclude that the Player was involved in the fixing of Match 6. The Panel therefore finds that the Player did not breach Section D.1.d, Section D.1.b and Section D.2.a.i of the 2017 TACP.

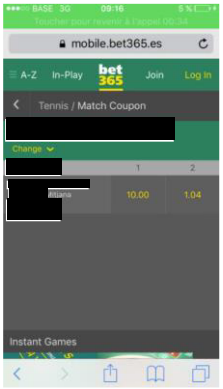
- ***Match 7: Doubles match ([redacted] / [redacted] v. [redacted] / MITJANA) on [redacted] November 2017***

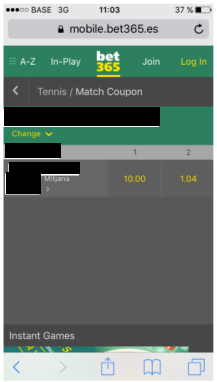
280. Match 7 took place on [redacted] November 2017 at an [redacted] tournament in Kuwait from [redacted]. Match 7 featured the Player and his partner, Mr [redacted] playing doubles against Mr [redacted] and Mr [redacted] The Player and his partner [redacted] the match [redacted]

281. The ITIA alleges that Match 7 was fixed and that the Player was involved in the fix, thereby breaching Sections D.1.d (contriving), D.1.b (facilitating a bet) and D.2.a.i (failure to report) of the 2017 TACP. In support of its allegation, the ITIA produced the following evidence: multiple screenshots relating to Match 7 saved on GS' phone; a betting slip for Mr [redacted] and [redacted] to win the [redacted] game of the [redacted] set of Match 7, which was successful; communications between GS and a phone number allegedly attributed the Player on the day of Match 7 and a couple of days later; and, the decision of the AHO on the ITIA proceedings against the player Mr [redacted] confirming that Match 7 was more likely than not fixed due to an agreement between the Player and GS. The Player submits that the evidence is contradicted by the score card since it was not the Player but Mr [redacted] who served the targeted game of the [redacted] set of Match 7. Moreover, the Player contends that the telephone number [redacted] is not his, and that even if it was, it is neither proven that the Player would have been proposed to contrive the outcome of the match nor that he would have accepted the offer; finally the AHO decision rendered in the case concerning Mr [redacted] has no res judicata *vis-a-vis* the Player.

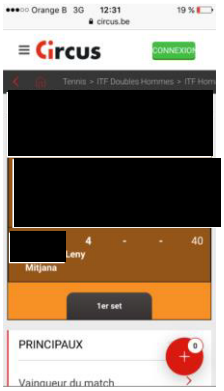
282. The Panel examined all the data on record. It accepts the data that was retrieved from the analysis of the phones of GS, which revealed that:

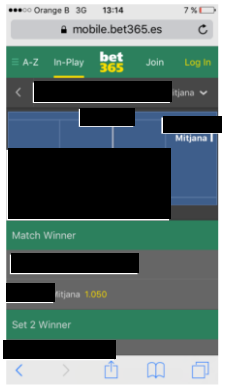
- Multiple screenshots were saved on GS' phone on the day of Match 7;
    - before the start of Match 7:



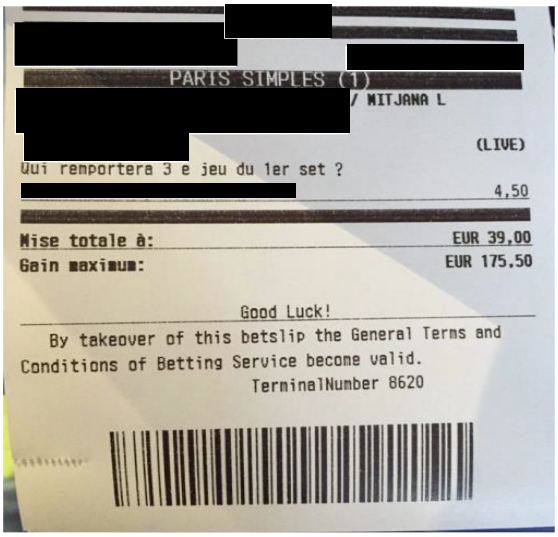


    - as well as after the start of Match 7:





- the image of a betting slip for a win of Mr [redacted] of the [redacted] game in the [redacted] set of Match 7 was saved on GS phone. The receipt indicates the bets were placed at a betting shop using a terminal:



- On the day of Match 7, [redacted] November 2017 at 09:02 UTC, GS sent "*Tele*" to the phone number [redacted] About an hour later, at 10:15 UTC, *i.e.* [redacted] minutes [redacted] the commencement of Match 7, a missed voice call from the phone number [redacted] is registered on GS' phone. On 14 November 2017, the Player through his disclosed phone number texted to GS the letter "T".

283. In light of GS' *modus operandi*, the screenshots relating to Match 7 on GS' phone as well as the image of the betting slip on GS' phone suggest that Match 7 was fixed. This is all the more likely that the bet proved successful: the Player and his partner lost the [redacted] game of the [redacted] set exactly as per the bet. The Panel further notes that the player serving the [redacted] game of the [redacted] set of Match 7 was not the Player but his partner Mr [redacted] which would, following the ITIA's submissions, support a conclusion that Mr [redacted] rather than the Player fixed the match. Thus, the scorecard, as such, does not establish the Player's involvement in the fix.

284. The Panel then turns to the traces of communications found on GS' phone. The Panel already found that the phone number [redacted] was attributed to Player. Thus, on the day of Match 7 before it started, GS texted "*Tele*" to the Player, and one hour later, the Player tried to call GS. Moreover, when GS texted "*Tele*" to the Player, in the context of this case and considering GS' *modus operandi*, GS invited the Player to discuss using the secured platform Telegram. Such invitation to further discuss on a secured platform combined with the missed voice call one hour later constitute, according to the Panel, a strong indication that the Player and GS exchanged information in relation to Match 7. Thus, even if the scorecard does not as such establish the Player's involvement in the fix of Match 7, the communications between the Player and GS are sufficiently telling to conclude that the Player was more likely than not involved in the fix of Match 7.

285. Considering the above elements, the Panel finds that the Player breached Section D.1.d of the 2017 TACP in relation to Match 7. Moreover, since the Player did not report GS's approach towards him in relation to Match 7, the Panel finds that he also breached Section D.2.a.i of the 2017 TACP.

286. Finally, turning to the alleged breach of Section D.1.b of the 2017 TACP by the Player in relation to Match 7, the Panel notes that, in the relevant period of time, the Player was in contact with GS in view of match fixing activities, and that he therefore was part of a "system" of criminal activities, as was described above. In particular, the Panel just concluded that, more likely than not, the Player fixed an aspect of Match 3, of Match 4, of Match 5 and of Match 7; the Panel will also explain his involvement in other match fixing activities below.

287. In doing so, the Player inevitably facilitated GS, and other persons from his criminal network, to wager on an aspect of Match 7. The Panel therefore finds that the Player "*directly or indirectly […] facilitate[d] any other person [i.e. GS] to wager on the outcome or any other aspect of any Event or any other tennis competition*", as provided under Section D.1.b of the 2017 TACP. The Panel therefore concludes that the Player also breached Section D.1.b of the 2017 TACP in relation to Match 7.

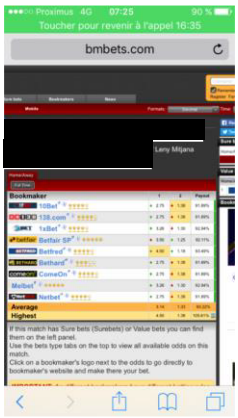
- ***Match 8: Doubles match ([redacted] v. [redacted] MITJANA) on [redacted] November 2017***

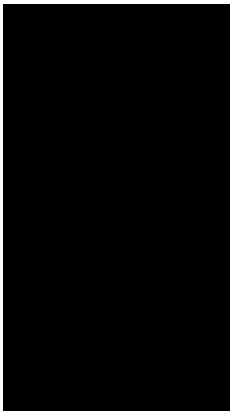
288. Match 8 took place on [redacted] November 2017 at an [redacted] tournament in Kuwait from [redacted] UTC. Match 8 featured the Player and his partner, Mr [redacted] playing doubles against Mr [redacted] and Mr [redacted] The Player and his partner [redacted] the match [redacted]

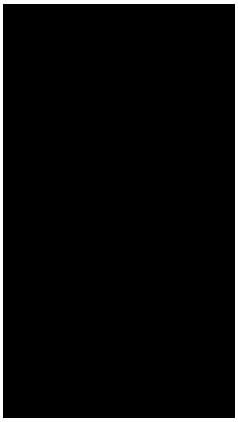
289. The ITIA alleges that Match 8 was fixed and that the Player was involved in the fix, thereby breaching Sections D.1.d (contriving), D.1.b (facilitating a bet) and D.2.a.i (failure to report) of the 2017 TACP. In support of its allegation, the ITIA produced the following evidence: multiple screenshots relating to Match 8 saved on GS' phone; a multibet slip for Mr [redacted] and Mr [redacted] to win Match 8, which turned out successful; a message "T" sent by GS to the Player on his disclosed phone number on the evening before Match 8; and, the decision of the AHO on the ITIA proceedings against the player Mr [redacted] confirming that Match 8 was more likely than not fixed. The Player in turn submits that the screenshots and the image of the multibet slip do not constitute proof that Match 7 was fixed; that the GS would not communicate on the Player's disclosed phone number had he really the intention to offer the Player to fix Match 7; finally, as he texted to his mother the day before Match 8, the Player was not able to fully play Match 8 because he was suffering from his back, a fact which could be easily predicted by any courtsider.

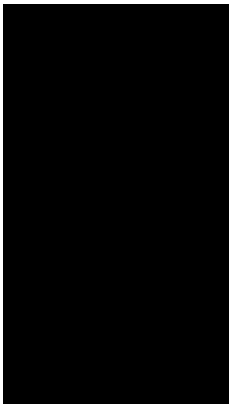
290. The Panel has considered all the evidence on record. First, the Panel accepts the data that was retrieved from the analysis of the phones of GS, which revealed that:

- Multiple screenshots relating to Match 8 were saved on GS' phone on the day of Match 8, all before the start of the match:









- A multibet slip was saved on GS' phone, showing that a bet was placed from the Italian Bookmaker [redacted] on a win of the team Mr [redacted] and Mr [redacted]

- On the evening before Match 8, the Player received on his disclosed phone number a message saying "T" from GS.

291. In light of the correlation between the evidence and GS' *modus operandi*, the screenshots of Match 8 on GS' phone as well as the image of the multibet slip on GS'

phone suggest that Match 8 was fixed and the Panel finds this to be proven to the relevant standard. This is supported by the fact that, for each of the matches mentioned on the multibet slip, one of the players involved was in contact with GS: Mr [redacted] ([redacted] match on the multibet slip) and Mr [redacted] (5th match on the multibet slip) are currently banned for match fixing activities and are listed on the list of the Belgian criminal file; regarding Mr [redacted] (3rd match on the multibet slip), Mr [redacted] and Mr [redacted] admitted they were an intermediary for GS; regarding Mr [redacted] (4th match on the multibet slip), he admitted having fixed this match against Mr [redacted] In addition, all bets mentioned on the multibet were successful and, in particular, the bet concerning Match 8 proved successful: the Player and his partner [redacted] Match 8 [redacted] and, therefore, Mr [redacted] and Mr [redacted] won Match 8 as per the bet.

292. The Panel now turns to the involvement of the Player in Match 8, the fact that on the day before Match 8, GS contacted the Player on his disclosed phone, texting him "T" is, in the Panel's view, considering GS' *modus operandi*, an invitation to discuss using the secured platform Telegram, and clearly shows the Player's involvement. In the Panel's view, it is more likely that the Player and GS made an agreement about Match 8 and that the Player was involved in the fixing of Match 8.

293. Considering the above elements, the Panel finds that the Player breached Section D.1.d of the 2017 TACP in relation to Match 8. Moreover, since the Player did not report GS's approach towards him in relation to Match 8, the Panel finds that he also breached Section D.2.a.i of the 2017 TACP.

294. Finally, turning to the alleged breach of Section D.1.b of the 2017 TACP by the Player in relation to Match 8, the Panel notes that, in the relevant period of time, the Player was in contact with GS in view of match fixing activities, and that he therefore was part of a "system" of criminal activities, as was described above. In particular, the Panel just concluded that, more likely than not, the Player fixed an aspect of Match 3, of Match 4, of Match 5, of Match 7 as well as the outcome of Match 8; the Panel will also explain his involvement in other match fixing activities below.

295. In doing so, the Player inevitably facilitated GS, and other persons from his criminal network, to wager on the outcome of Match 8. The Panel therefore finds that the Player "*directly or indirectly […] facilitate[d] any other person [i.e. GS] to wager on the outcome or any other aspect of any Event or any other tennis competition*", as provided under Section D.1.b of the 2017 TACP. The Panel therefore concludes that the Player also breached Section D.1.b of the 2017 TACP in relation to Match 8.

- ***Match 9: Doubles match ([redacted] v. [redacted] MITJANA) on [redacted] May 2018***

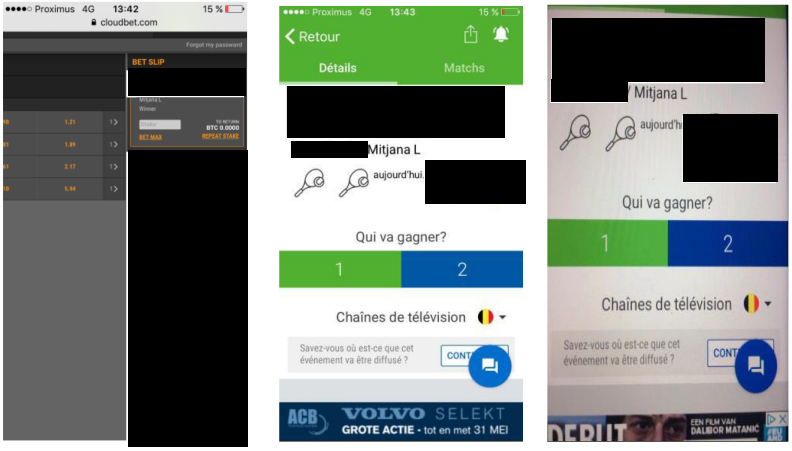
296. Match 9 took place on [redacted] May 2018 at an [redacted] tournament in Egypt from [redacted] UTC. Match 9 featured the Player and his partner, Mr [redacted] playing doubles against Mr [redacted] and Mr [redacted] The Player and his partner [redacted] the match [redacted]

297. The ITIA alleges that Match 9 was fixed and that the Player was involved in the fix, thereby breaching Sections D.1.d (contriving), D.1.b (facilitating a bet) and D.2.a.i (failure to report) of the 2018 TACP. In support of its allegation, the ITIA produced the

following evidence: multiple screenshots relating to Match 9 saved on GS' phone; instructions from GS to alleged accomplices to bet on Match 9; pictures of bets placed regarding Match 9 and predicting a [redacted] for the team of Mr [redacted] and Mr [redacted] a note on GS' phone made on [redacted] May 2018 at 9:32 am, stating "*Mitj: 0.0*"; a message from one of the Player's undisclosed phone number to GS sent on 20 May 2018 about arranging an in-person meeting at the Gare du Nord in Paris; a note on GS' phone made on 27 May 2018 stating "*Mitj: 0.0*"; a message on Telegram to GS saying "*New number: Lény*" and the fact that GS shortly thereafter entered the new number in his contact list. The Player in turn submits that the conversations are unclear and that the screenshots relating to Match 9 saved on GS' phone and the multibets do not constitute evidence that bets were placed on Match 9, especially considering that in case of a multibet, bettors can only bet on some combinations of matches as proposed by the betting platform. In any event, at Match 9, the Player's partner was visibly exhausted and even took a restroom break at the end of the [redacted] set – it was thus easily predictable that the Player and his partner would lose the [redacted] break of the [redacted] set, and that the Player and his partner would [redacted] the match.

298. The Panel has considered all the evidence on record. First, the Panel accepts the data that was retrieved from the analysis of the phones of GS, which revealed that:

- Multiple screenshots relating to Match 9 were saved on GS' phone on the day of Match 9 before the start of the match:



- These screenshots were sent by GS to different accomplices, namely to AM, to ISP and to Sarkisov, together with the following discussions:

GS to AM: *"Win* [redacted] at 11:44 UTC
GS to AM: *"win* [redacted] at 12:09 UTC
GS to AM: *"Win* [redacted] + [redacted] *mitjana will lose the* [redacted] *break of the* [redacted] *set."* at 17:20 UTC

GS to [redacted] "*Don't bet separately. Only if you can link them*" at 11:51 UTC
GS to [redacted] "*Win* [redacted] at 12:22 UTC
GS to [redacted] : *"Win* [redacted] + [redacted] *mitjana will lose the* [redacted] *break of the* [redacted] *set."* at 17:20 UTC

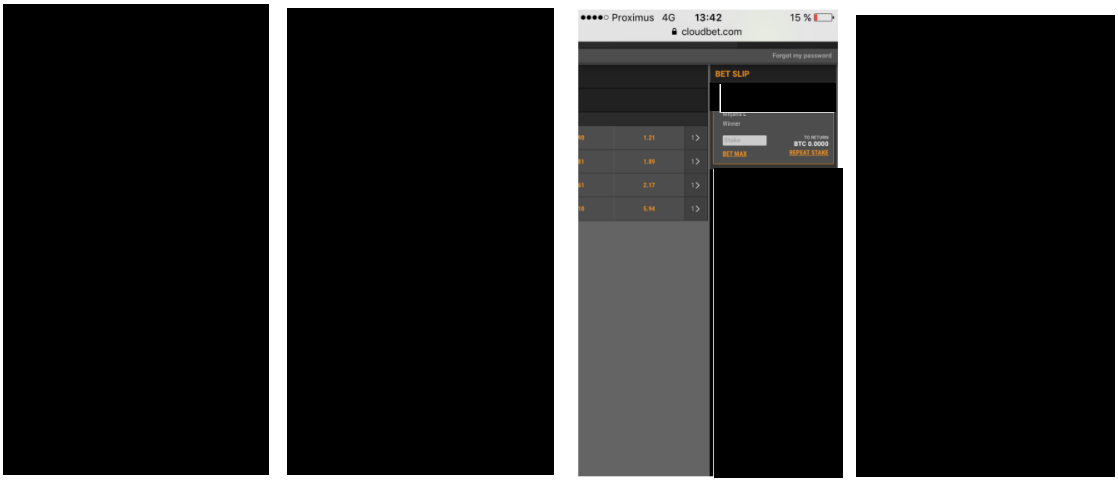
GS to Sarkisan/Sarkisov: "*Try to make a combination*" at 11:58 UTC

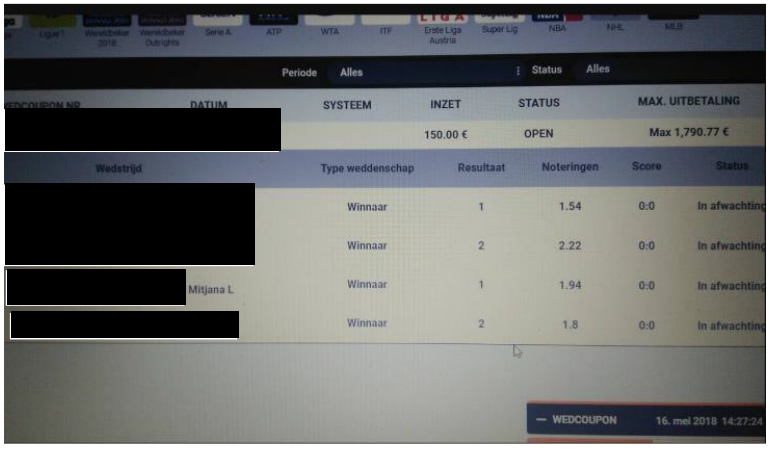
GS to Sarkisan/Sarkisov: "*Bet only with linked bets. Don't bet separately*" at 12:05 UTC.

GS to Sarkisan/Sarkisov: "*Win* [redacted] *If I write this way that means it is already arranged*" At 12:07 UTC.

GS to Sarkisan/Sarkisov: *"Win* [redacted] + [redacted] *mitjana will lose the* [redacted] *break of the* [redacted] *set."* at 17:20 UTC

- Pictures of bets placed regarding Match 9 saved on GS' phone:





- The following note was inserted in the "notes" app on GS' phone on [redacted] May 2018 at 9:32 am, *i.e.* before the start of Match 9: "*Mitj: 0.0*". The Panel accepts the following image of the note showing the timing of the targeted note regarding the Player:

The Panel also accepts that "*Mitj*" more likely than not refers to the Player since, in the Panel's view, there is no other plausible explanation; considering the *modus operandi* of GS, the Panel further accepts that these notes more likely than not concern the amounts of payments that were due by GS to the tennis players he was working with. Thus, in the Panel's view, the above note suggests that GS did not owe any amount to the Player on [redacted] May 2018 before the start of Match 9.

- A new note was inserted in the "notes" app on GS' phone on 27 May 2018: "*Mitj:0.0*". Based on the above considerations, this note, on 27 May 2018, indicates that GS did not owe any amount to the Player at that time. The Panel notes that, as ITIA contends, had the "0.0" amount remained unchanged after Match 9 on [redacted] May 2018, then GS would not have needed to re-enter this figure in a new note on 27 May 2018. However, these notes still raise doubts: although the Panel can see that changes were inserted on [redacted] May (before Match 9) and on 27 May, there is no trace of the changes supposedly inserted after Match 9 was played on [redacted] May; similarly, the Panel wonders why GS would have waited seven days to update his notes app after having supposedly paid the Player at the meeting in the Gare du Nord in Paris. The Panel thus finds that the evidence around the notes app in GS' phone has a low probative value in the context of Match 9.

- The following discussion on 20 May 2018 between GS and the Player using the Telegram account [redacted] which had not been deleted on the day of the search at the home of GS:

  LENY.FR: *"Hi!*
  "At what time will you come to Paris? I have a match at 2pm, so I could be at the station around 5pm-5:30pm."
  RAGNAR: "*Hi"*
  "*It will be around 8pm"*
  "I will give you the exact time"

  The Player argued that it was not him in this conversation ("LENY.FR" not being him) and that he had no match scheduled on that day. The Panel agrees that the Player probably had no match scheduled for 2pm on 20 May 2018 in Paris as otherwise he could not have been sure to be at the station approximatively at 5pm or 5:30 pm. However, it is likely that the Player had a training session planned at 2pm for that day and thus knew beforehand at what

time he would be finished playing and at what time he could approximatively be at the station, which would be compatible with the content of the discussion above. Moreover, the ITIA also produced a message that was sent on 28 May by the Player to GS in Telegram saying "*New number: Lény*". It is thus sufficiently established that the Player was in contact with GS on 20 May 2018, *i.e.* a few days after Match 9, to arrange an in-person meeting at the Gare du Nord in Paris.

299. In light of GS' *modus operandi*, the screenshots relating to Match 9 on GS' phone combined with the image of the bets placed as well as the clear instructions texted to GS' accomplices, sufficiently demonstrate that Match 9 was fixed by GS' criminal network. Moreover, the agreement to meet in-person on 20 May 2018 sufficiently establishes that the Player was in direct contact with GS just after Match 9 was played on [redacted] May 2018, and saw GS at the Gare du Nord in Paris where, according to the concurring testimonies of several players which were part of GS' "system", GS was regularly meeting players in person to give them cash payments. Finally, the Panel notes that the Player [redacted] his [redacted] game of the [redacted] set as per the bet, meaning that the bet was successful. Therefore, in the Panel's view, it is more likely than not that the Player and GS made an agreement about Match 9 and that the Player was involved in the fixing of Match 9.

300. Considering the above elements, the Panel finds that the Player breached Section D.1.d of the 2018 TACP in relation to Match 9. Moreover, since the Player did not report GS's approach towards him in relation to Match 9, the Panel finds that he also breached Section D.2.a.i of the 2018 TACP.

301. Finally, turning to the alleged breach of Section D.1.b of the 2018 TACP by the Player in relation to Match 9, the Panel notes that, in the relevant period of time, the Player was in contact with GS in view of match fixing activities, and that he therefore was part of a "system" of criminal activities, as was described above. In particular, the Panel just concluded that, more likely than not, the Player fixed an aspect of Match 3, of Match 4, of Match 5, of Match 7, the outcome of Match 8 as well as that of Match 9; the Panel will also explain his involvement in other match fixing activities below.

302. In doing so, the Player inevitably facilitated GS, and other persons from his criminal network, to wager on the outcome and aspects of Match 9. The Panel therefore finds that the Player "*directly or indirectly […] facilitate[d] any other person [i.e. GS] to wager on the outcome or any other aspect of any Event or any other tennis competition*", as provided under Section D.1.b of the 2018 TACP. The Panel therefore concludes that the Player also breached Section D.1.b of the 2018 TACP in relation to Match 9.

- ***Match 10: Singles match ([redacted] v. [redacted] on [redacted] May 2018***

303. Match 10 took place on [redacted] May 2018 at an [redacted] tournament in Sweden from [redacted] UTC. The Player was not playing in Match 10. Match 10 featured Mr [redacted] playing singles against Mr [redacted] Mr [redacted] won the [redacted] set [redacted] Mr [redacted] after the [redacted] set. Mr [redacted] thus [redacted] Match 10.

304. The ITIA alleges that Match 10 was fixed and that the Player was acting as an intermediary for Mr [redacted] with GS regarding the fix, thereby breaching Sections D.1.e (soliciting others not to use best efforts), D.1.b (facilitating a bet) and D.2.a.i (failure to report) of the 2018 TACP. In support of its allegation, the ITIA produced the following evidence: a conversation the day before Match 10 between the Player's undisclosed phone number and GS as well as the decision of the AHO in the ITIA proceedings against Mr [redacted] confirming the Player approached Mr [redacted] The Player in turn submits that he was not involved in the conversation produced by the ITIA and that, as was found by the AHO decision against Mr [redacted] there is no evidence that Match 10 was fixed, so that the Player could not have discussed anything with Mr [redacted]

305. The Panel has considered all the evidence on record. First, the Panel accepts the data that was retrieved from the analysis of the phones of GS, which revealed that a conversation took place between the Player and GS on the day before Match 10, as follows:

LM: *"T"*
(GS calls LM)
LM: *"T doesn't work very well anymore"*
GS: *"I'm writing to you with another mnt"*
LM: *"ok"*
(GS calls LM)
GS: *"Is your number wh'attapp the same as tele?"*
LM: *"yes, the same"*
"You can tell me for [redacted] *he plays tomorrow morning"*
GS: "*1 min"*
LM: *"I can't find you on tele"*
GS: *"Bizarre"*
(GS calls LM)
LM: *"Otherwise give me your number"*
"*I'll try to fit it on T*"
GS: [redacted]

306. The Panel first notes that this conversation was between one of GS' phone numbers and one of the undisclosed phone numbers, for which the Panel already found that they were attributed to the Player. The Panel thus concludes that the Player contacted GS on the day before Match 10.

307. Moreover, the Player's question to GS "*You can tell me for* [redacted] *he plays tomorrow morning*" is a clear enquiry about a possible fix of Match 10 which was played by Mr [redacted] ("[redacted] on the next day. Moreover, in the Panel's view, it can be inferred from this question that the Player had been in contact with Mr [redacted] and that the latter was eventually interested to participate in a fix, otherwise the Player would not have asked GS to make him an offer for Mr [redacted] In the Panel's view, the evidence on record thus sufficiently shows that the Player was acting as intermediary for Mr [redacted] towards GS in relation to a possible fix of Match 10.

308. The Panel feels comforted in its decision by the AHO decision rendered in the ITIA proceedings against Mr [redacted] which states as follows at para. 132:

"*A logical inference to draw from the communications between Mitjana and GS is that Mitjana is acting as the intermediator between GS and the Player. In so doing, Mitjana is seeking an offer from GS which he may relay to the Player before Match #9 takes place the next day. There would seem to be no reason to make this statement if the intermediator is not confident that the Player would participate in a fix. I find that it is a reasonable inference from all of the evidence to conclude that it is more likely than not that the Player was available to receive a message about fixing Match #9 from his former doubles partner Mitjana.*"

309. The Panel further notes that, in its view, the evidence on record is not sufficient to conclude that Match 10 was indeed actually fixed. There is in particular no evidence of any agreement as to the terms of the fix and also no traces of any bets placed. The AHO in the ITIA case against Mr [redacted] came to the same conclusion that "*[t]he weight of the evidence is insufficient to draw the reasonable inference from all of the circumstances to conclude that it is more likely than not that Match [10] was fixed*".

310. However, the question of whether or not Match 10 was actually fixed is not relevant to the particular offences alleged against the Player. The plain reading of Section D.1.e of the 2018 TACP does not require that the Match 10 was actually fixed. What is, in the Panel's view, decisive in respect to Section D.1.e of the TACP is that a "*Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event*".

311. The Panel already explained that the Player must have been in contact with Mr [redacted] and that the latter was eventually interested in the fixing of Match 10, otherwise the Player would not have asked GS to make him an offer for Mr [redacted] in relation to Match 10. In light of these considerations, the Panel concludes that the Player solicited or facilitated Mr [redacted] to not use his best efforts in Match 10, and therefore breached Section D.1.e of the 2018 TACP.

312. The same applies with respect to Section D.1.b of the 2018 TACP. Since the Player was in contact with Mr [redacted] in view of a fix of Match 10 with the cooperation of GS' criminal network, the Panel finds that the Player facilitated GS to wager on the outcome of Match 10. As a result, the Player breached Section D.1.b of the 2018 TACP.

313. Finally, since it is clear from the above conversation that the Player initiated the process of finding an agreement to fix Match 10 for Mr [redacted] with GS, the Panel considers that no breach of Section D.2.a.i of the 2018 TACP, which concerns the obligation for a player to report any corrupt approach made to him, can be validly reproached to the Player. Indeed, it seems illogical to attach culpability (in addition to that attached to the offences that we have found to be proven) for failure to report an approach that he himself made. The gravamen of that conduct is, in the Panel's view, adequately addressed by the findings already made and the consequences of those findings. Thus, the Panel concludes that the Player has not breached Section D.2.a.i of the 2018 TACP.

- ***Match 11: Doubles match ([redacted] v. [redacted] on [redacted] May 2018***

314. Match 11 took place on [redacted] May 2018 at an [redacted] tournament in Tunisia from [redacted] UTC. The Player was not playing in Match 11. Match 11 featured Mr [redacted]

and Mr [redacted] playing doubles against Mr [redacted] and Mr [redacted] Mr [redacted] and Mr [redacted] the match [redacted]

315. The ITIA alleges that Match 11 was fixed and that the Player was acting as an intermediary for Mr [redacted] with GS regarding the fix, thereby breaching Sections D.1.e (soliciting others not to use best efforts), D.1.b (facilitating a bet) and D.2.a.i (failure to report) of the 2018 TACP. In support of its allegation, the ITIA essentially produces the following evidence: a conversation found on GS' telephone on Telegram between a Telegram account number [redacted] and GS on the day of Match 11 showing the fact that the Player was acting as an intermediary for Mr [redacted] and that there was an agreement to fix Match 11; the fact that Mr [redacted] played Match 11 as agreed between the Player and GS; and the statement of Mr [redacted] confirming that both he and the Player were acting as intermediary for Mr [redacted] and Mr [redacted] - Mr [redacted] partner in Match 11 - to fix Match 11. The Player contends in turn that the conversations produced by the ITIA do not concern the Player; in addition, Mr [redacted] confirmation that the Player was an intermediary for Mr [redacted] is not reliable; finally, the Player contends that the conversations rather suggest that Mr [redacted] already had accepted to fix Match 11 for another person, which led GS to refuse to bet on Match 11.

316. The Panel has considered all the evidence on record. First, the Panel accepts the data that was retrieved from the analysis of the phones of GS, which revealed that the following conversation took place between the Telegram account number [redacted] and GS on the day before Match 10 between 11:05 and 13:17 UTC:

[redacted]	05/2018	13:05:43	[redacted] NY.FR	Hi !
	05/2018	13:05:49	GNAR	Hi
	05/2018	13:05:52	GNAR	Ok ?
	05/2018	13:05:10	NY.FR	Great and you?
	05/2018	13:06:13	GNAR	Good
	05/2018	13:06:16	NY.FR	Do you have an offer for [redacted]
	05/2018	13:06:26	GNAR	Ah excuse me
	05/2018	13:06:43	GNAR	Not for you
	05/2018	13:06:53	GNAR	Did you tell them not to tell anyone?
	05/2018	13:07:04	GNAR	[redacted]oes it alone?
	05/2018	13:07:17	GNAR	Oki
	/05/2018	13:07:24	GNAR	[redacted]et > 700 + 300 [redacted]et: 1500 + 500 1000 + 500 1000+ 500 **1500 +500** [redacted] 2000 + 500
	05/2018	13:07:30	GNAR	ls for the double
	/05/2018	13:16:1	LENY.FR	Incoming Call duration (in seconds): 92
	/05/2018	13:17:2	LENY.FR	[redacted]confirmed wit[redacted]
	/05/2018	13:17:3	RAGNAR	Ok
	/05/2018	13:29:1	RAGNAR	In 30-40 min
	/05/2018	13:29:2	RAGNAR	Oki

Player: *Listen we will do it (13:10)*
Player: [redacted] *? (13:11)*
Player: *We'll see afterwards (13:11)*
GS: *I can do that, but if they've fixed it with someone else, I won't be able to pay. (13:11)*
Player: *All right, we'll see what you can come up with (13:12)*

Player: *We'll go for [redacted] 1500 + 500 (13:12)*
Player: *Confirmed? (13:12)*
GS: *Not understood (13:12)*
Player: *We say [redacted] (13:13)*
Player: *and then we'll see (13:13)*
Player: *you will tell me (13:13)*
Player: *Does this work? (13:13)*
GS: *I don't understand when you say we'll see later (13:13)*
GS: *Have they confirmed? (13:14)*
Player: *Not at all (13:14)*
Player: *[redacted] confirmed by [redacted] (13:17)*
GS: *Okay (13:17)"*

317. The Panel already found that the Telegram account number [redacted] was linked to the Player. It is thus established that the above conversation occurred between GS and the Player. Moreover, the Player's question to GS "*Do you have an offer for* [redacted] clearly indicates that the Player was acting as intermediary for Mr [redacted] who was playing Match 11 later on the same day. GS' reply at 11:07 clearly constitutes an offer to the Player for Mr [redacted] to fix Match 11:

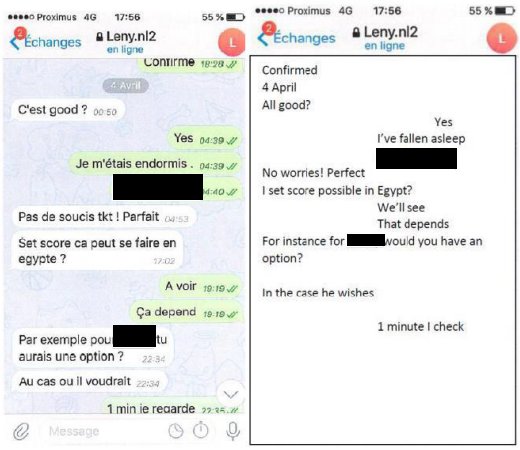
"
[redacted] *set > 700 + 300*
[redacted] *set :*
[redacted] *> 1500 + 500*
[redacted] *> 1000 + 500*
[redacted] *> 1000 + 500*
[redacted] *> 1500 + 500*
[redacted] + [redacted] *set :* [redacted] *> 2000 + 500"*

318. The Panel further notes that, after an incoming call from the Player to GS, the Player confirmed: "[redacted] *confirmed with* [redacted]

319. The Panel is of the view that this conversation sufficiently demonstrates that the Player more likely than not was acting as an intermediary for Mr [redacted] with GS and that an agreement was reached between the Player and GS for Mr [redacted] to fix Match 11.

320. The Panel feels comforted in its decision by the fact that Mr [redacted] confirmed to the French Police that both him and the Player acted as an intermediary for respectively Mr [redacted] and Mr [redacted] to fix Match 11. The Panel considers that the Player's argument according to which Mr [redacted] confirmation to the Police is misleading because it was falsely induced by the fact that the French Police had replaced the telephone number by the name "Leny" in the conversation shown to Mr [redacted] is not convincing. Indeed, in said interrogation, it is clearly indicated that Mr [redacted] confirmed that he did recall that conversation and stated, thereafter, that "Leny" was indeed the Player.

321. Similarly, the Panel also took note of the fact that the Belgian criminal file enabled to identify a screenshot of a conversation found on GS' phone, which that took place in April and which also confirms that the Player was acting as intermediary for Mr [redacted]



(att. 1.27) (translation)

322. Moreover, if the Player was inquiring for a possible fix for Mr [redacted] in relation to Match 11, it seems reasonable to infer that the Player was in contact with Mr [redacted] and that Mr [redacted] was interested in the possibility of fixing Match 11; otherwise it would make no sense to contact GS about a possible offer to fix Match 11 in which the Player was not playing.

323. In light of these considerations, the Panel concludes that the Player solicited or facilitated Mr [redacted] to not use his best efforts in Match 11, and therefore breached Section D.1.e of the 2018 TACP.

324. The same applies with respect to Section D.1.b of the 2018 TACP. Since the Player was in contact with Mr [redacted] to fix Match 11 with the cooperation of GS' criminal network, the Panel finds that the Player facilitated GS to wager on the outcome of Match 11. As a result, the Player breached Section D.1.b of the 2018 TACP.

325. Finally, since it is clear from the above conversation that the Player initiated the process of finding an agreement to fix Match 11 for Mr [redacted] with GS, the Panel considers that no breach of Section D.2.a.i of the 2018 TACP, which concerns the obligation for a player to report any corrupt approach made to him, can be validly reproached to the Player. Indeed, it seems illogical to attach culpability (in addition to that attached to the offences that we have found to be proven) for failure to report an approach that he himself made. The gravamen of that conduct is, in the Panel's view, adequately addressed by the findings already made and the consequences of those findings. Thus, the Panel concludes that the Player has not breached Section D.2.a.i of the 2018 TACP.

(c) Conclusions as to the culpability of the Player

326. Based on the above considerations, the Panel concludes that the Player committed the following offences:

Matches	2017 TACP offences			
	D.1.d Contriving	**D.1.e Soliciting others not**	**D.1.b Facilitating a bet**	**D.2.a.i Failure to report**

		to use best efforts		
Match 1: doubles match ([redacted]MITJANA v. [redacted] on [redacted] July 2017.	Dismissed	X	Dismissed	Dismissed
Match 2: doubles match ([redacted] v. [redacted]MITJANA) on [redacted] July 2017	Dismissed	X	Dismissed	Dismissed
Match 3: singles match (MITJANA/[redacted] on [redacted] July 2017	Established	X	Established	Established
Match 4: singles match (MITJANA/[redacted] on 8 September 2017	Established	X	Established	Established
Match 5: doubles match ([redacted]MITJANA v. [redacted] on [redacted] September 2017	Established	X	Established	Established
Match 6: doubles match ([redacted]MITJANA v. [redacted] on [redacted] September 2017	Dismissed	X	Dismissed	Dismissed
Match 7: doubles match ([redacted] v. [redacted]MITJANA) on 10 November 2017	Established	X	Established	Established
Match 8: doubles match ([redacted] v. [redacted]MITJANA) on [redacted] November 2017	Established	X	Established	Established
Matches	**2018 TACP offences**			
	D.1.d Contriving	**D.1.e Soliciting others not to use best efforts**	**D.1.b Facilitating a bet**	**D.2.a.i Failure to report**
Match 9: doubles match ([redacted] v. [redacted]MITJANA) on [redacted] May 2018	Established	X	Established	Established
Match 10: singles match between [redacted] and [redacted] on [redacted] May 2018	X	Established	Established	Dismissed

Match 11: doubles match ([redacted] v. [redacted] on [redacted] May 2018	X	Established	Established	Dismissed

327. In total, the Player thus committed 22 offences under the 2018 and 2018 TACP.

D. Consequences

328. The Panel first notes that in CAS 2004/A/547, at paragraph 121, the panel stated, *inter alia*, that:

> *"Whilst a hearing before the CAS is a hearing de novo the measure of the sanction imposed by a disciplinary body in the exercise of the discretion allowed by the relevant rules should be reviewed only when the sanction is evidently and grossly disproportionate to the offence."*

329. This position was thereafter repeatedly confirmed in subsequent CAS cases (CAS 2004/A/690, para. 86; CAS 2005/A/830, para. 10.26; CAS 2005/C/976 & 986, para. 143; CAS 2006/A/1175, para. 90; CAS 2007/A/1217, para. 12.4; CAS 2010/A/2209, para. 68; CAS 2014/A/3467, para 121; CAS 2021/A/8531 at para. 155). The Panel sees no reason not to agree with this approach in the present case. This is in particular so as the ITIA, in its Answer Brief in the proceeding CAS 2024/A/10295, explicitly referred itself to this constant CAS jurisprudence to argue that the Player's request to have the imposed sanction reduced shall be dismissed.

330. Like the AHO did, the Panel considers that it is appropriate to take further guidance in the ITIA 2022 Sanctioning Guidelines. Indeed, based on their express wording, "*[t]he 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*". The Player argued that the Sanctioning Guidelines do not apply as they are posterior to the offences. The Panel shall first recall that these guidelines are not part of the law that the Panel shall apply in the case at hand but only serve as guidelines; second, to the extent that the Panel decides to consider these guidelines in the case at hand, it shall consider the guidelines applicable at the time of the sanctioning, hence the 2022 Sanctioning Guidelines.

331. As regards firstly the culpability of the Player, the Panel notes that out of the 33 offences which the Player was charged with, 22 have been established by the majority of this Panel in relation to matches occurred between July 2017 and May 2018. The Panel thus finds that the Player committed '*multiple offences over a protracted period of time*' as provided under the Sanctioning Guidelines. Indeed, the amount and the content of conversations considered in the assessment of this case combined with the *modus operandi* of GS' criminal network to which the Player was adhering (sim cards, phone numbers, Telegram accounts etc.), as well as the fact the Player acted as intermediary between GS and at least two tennis players, and finally, that himself invited GS to continue their conversation on Telegram, altogether suggest that the Player's level of culpability is the highest, namely "Category A". The Panel therefore considers that the AHO's assessment of the level of the Player's culpability must be confirmed.

332. Secondly, as regards the impact of the Player's offences, the Panel considers that the Player committed major TACP offenses which have a material impact on the reputation and integrity of sport. The Panel also agrees with the AHO that although it is likely that the Player would have gained money by committing these offenses, in the absence of any trace of gains perceived by the Player, the appropriate category of impact of the offenses committed by the Player is "Category 2".

333. Therefore, the starting point for offenses within "Category A2" is a 10-year suspension.

334. The Panel finds that while there are aggravating and mitigating factors that are relevant to the applicable sanction, an assessment of them leads to no increase or decrease to the otherwise appropriate sanction. In the Player's favour is the fact that he is of previous good character (as evidenced by a number of statements attesting to this fact) and that the offences alleged were his first. Counting against him is his clear lack of candour with the ITIA, including his failure to disclose a range of telephone numbers that the Panel has found him to have used.

335. The Panel finds that a full consideration of the competing aggravating and mitigating factors find them to effectively be in balance, thereby meriting no increase or decrease to the appropriate sanction.

336. The Panel furthermore considers that, in view of the fact that many of the 22 offences were committed concomitantly in relation with eight matches and in light of the financial resources of the Player, a fine in the amount of 20,000 USD is appropriate in the case at hand.

337. The Panel has thought carefully as to whether its decision - finding twice as many breaches of the TACP proven when compared with the decision of the AHO - merits an increase in sanction. Having done so, and having paid careful attention to the structure set out in the Guidelines, it does not consider that the sanction initially imposed by the AHO, when set against the breaches found by the Panel, is so "evidently and grossly disproportionate" as to require being set aside and replaced by a more stringent one.

338. Based on the above considerations, the Panel finds that the sanction imposed in the Appealed Decision shall be confirmed.

X. COSTS

339. Article R65 of the CAS Code reads as follows:

> "*1. This Article R65 applies to appeals against decisions which are exclusively of a disciplinary nature and which are rendered by an international federation or sports-body. […]*
>
> *2. Subject to Articles R65.2, para. 2 and R65.4, the proceedings shall be free. The fees and costs of the arbitrators, calculated in accordance with the CAS fee scale, together with the costs of CAS are borne by CAS.*

Upon submission of the statement of appeal, the Appellant shall pay a non-refundable Court Office fee of Swiss francs 1,000. — without which CAS shall not proceed and the appeal shall be deemed withdrawn. […]

3.Each party shall pay for the costs of its own witnesses, experts and interpreters. In the arbitral award and without any specific request from the parties, the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and the outcome of the proceedings, as well as the conduct and financial resources of the parties. […]"

340. The appeal in the matter *CAS 2024/A/10295* that was filed by the Player is directed against a decision which is exclusively of a disciplinary nature rendered by an international sports body. Therefore, these proceedings are free, except for the CAS Court Office fee in the amount of CHF 1,000 (one thousand Swiss francs) paid by the Appellant, which are retained by the CAS. The same reasoning applies to the appeal filed in the matter *CAS 2024/A/10313* that was filed by the ITIA.

341. In light of the complexity and outcome of the present proceedings, in particular the fact that the sanction is confirmed, as well as the conduct and in particular the respective financial resources of the Parties – in particular the limited financial capacity of the Player – the Panel finds that no contribution towards costs and other expenses incurred in connection with the proceedings in the matter *CAS 2024/A/10295* is due. For the same reasons, no contribution towards costs and other expenses incurred in connection with the proceedings in the matter *CAS 2024/A/10313* is due.

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Leny Mitjana on 10 January 2024 against the decision rendered by the AHO on 22 December 2023 in the matter between Leny Mitjana and the International Tennis Integrity Agency is dismissed.

2. The appeal filed by the International Tennis Integrity Agency on 24 January 2024 against the decision rendered by the AHO on 22 December 2023 in the matter between Leny Mitjana and the International Tennis Integrity Agency is admissible and partially upheld.

3. The decision rendered by the AHO on 22 December 2023 in the matter between Leny Mitjana and the International Tennis Integrity Agency is confirmed except for its paragraph 248 which is modified as follows:

   "248. Leny Mitjana is found to have committed 22 (twenty-two) offenses under respectively Sections D.1.b., D.1.d and D.2.a.i of the 2017 TACP, and under respectively Sections D.1.b, D.1.d., D.1.e and D.2.a.i. of the 2018 TACP. As a result, Leny Mitjana is declared ineligible from Participation in any Sanctioned Event for a period of ten (10) years."

4. The Award is pronounced without costs, except for the Court Office fees of CHF 1,000 (one thousand Swiss Francs) paid each by Leny Mitjana and the International Tennis Integrity Agency, which are retained by the CAS.

5. Each Party shall bear its own costs and other expenses incurred in connection with the matter CAS 2024/A/10295 and CAS 2024/A/10313.

6. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 7 January 2025

THE COURT OF ARBITRATION FOR SPORT

Jacques Radoux
President of the Panel

Karim Adyel
Arbitrator

Jamie Herbert
Arbitrator

Stéphanie De Dycker
Clerk