

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

*Between*

**Mr. Leny Mitjana**  
(the “**Covered Person**”, the “**Player**”)

*and*

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

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

*Representing the Covered Person:* Ms. Tatania Vassine

*Representing the ITIA:* Mr. Mathieu Baert  
Ms. Fien Schreurs  
Ms. Julia Lowis

## **DISPOSITION SUMMARY**

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

1. Leny Mitjana is a Player and a Covered Person within the respective meaning of Sections B.27 and B.10 of the TACP.
2. The Covered Person is found to have committed Offenses under respectively Sections D.1.d. 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.
3. 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.
4. 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.
5. The present Decision is the full, final and complete determination of the matter and is binding on all Parties. The present Decision is however subject to a right of appeal to the Court of Arbitration for Sport (CAS) in accordance with Section I.1. of the 2023 TACP. The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the Decision.
6. The present Decision shall in any event remain in effect while under appeal, unless CAS orders otherwise, in accordance with Section I.2 of the 2023 TACP.
7. The present Decision shall be publicly reported in full, in accordance with Section G.4.e. of the 2023 TACP.

## **DECISION OF THE AHO**

### **I. INTRODUCTION**

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

#### **A. The Parties**

9. Leny Mitjana is a French professional tennis player, with at the date of introduction of these proceedings, an ATP [REDACTED] ranking of 1650, an ATP [REDACTED] ranking of 1909 and an ITF ranking of 1799. He had a career-high ATP [REDACTED] ranking of 458. Leny Mitjana last competed in the ITF [REDACTED] Event that took place in [REDACTED] (France) between [REDACTED] and [REDACTED] February 2023, and is therefore a Player and a Covered Person within the respective meaning of Sections B.27 and B.10 of the TACP, and as further elaborated below in response to various objections.
10. The ITIA administers the Tennis Anti-Corruption Program for the Governing Bodies of tennis through the Tennis Integrity Supervisory Board.
11. Philippe Cavalieros holds an appointment as an Anti-Corruption Hearing Officer under Section F.1.a. of the TACP. Leny Mitjana's objections in relation to the appointment and jurisdiction of Philippe Cavalieros as AHO in this matter are addressed below, under Section III.B.

#### **B. Overview of the alleged corruption offenses**

12. There are 33 alleged breaches of the 2017 or 2018 TACPs in the present matter.
13. The alleged breaches concern 11 different matches. In all 11 matches, the offense allegedly committed by the Player constitutes three distinct breaches of the 2017 or 2018 TACPs.
14. 9 of the 11 matches are matches which the Covered Person played in, while 2 matches were played between other players.
15. In substance,
- In 9 matches: it is alleged that the Player contrived or attempted to contrive an aspect of the match, in breach of Section D.1.d. of the 2017 or 2018 TACP;
  - In 2 matches: it is alleged that the Player solicited another player to not use his best effort in an aspect of the match, in breach of Section D.1.e. of the 2018 TACP;
  - In all 11 matches, it is alleged that the Player solicited or facilitated other persons to wager on an aspect of the match, in breach of Section D.1.b. of the 2017 or 2018 TACP;
  - In all 11 matches, it is alleged that the Player failed to report the approaches made by an organised criminal network to influence an aspect of the match, in breach of Sections D.2.a.i of the 2017 or 2018 TACP.

16. The AHO's specific findings on each of the alleged breach listed above are set out under Section IV.C of the present Decision.

## **II. OVERVIEW OF THE PROCEDURAL HISTORY**

17. On 21 June 2023, the ITIA, via its Senior Director, Legal, served the Covered Person with a "Notice of Major Offense under 2023 Tennis Anti-Corruption TACP and referral to Anti-Corruption Hearing Officer" dated 20 June 2023 (the "Notice").
18. On 30 June 2023, the Covered Person requested a Hearing.
19. On 11 July 2023, a telephone conference took place between the AHO and the Parties, in accordance with Section G.1.g. of the 2023 TACP. During such telephone conference, the Player contested the AHO's jurisdiction and designation, as well as the legal basis for these proceedings.
20. Following the telephone conference of 11 July 2023, the Parties exchanged comments on a draft Procedural Order No. 1 circulated by the ITIA. Counsel for the Player specified that the Player would not sign Procedural Order No. 1, to avoid such signature being construed as a renunciation to his jurisdictional and legality objections.
21. After noting on 21 July 2023 and 14 August 2023 respectively, that Counsel's failure to sign Procedural Order No. 1 would not prevent the matter from going forward, the AHO issued Procedural Order No. 1 in its final form on the latter date.
22. On 15 August 2023, the ITIA filed its written submissions, witness statements and relevant materials in accordance with Procedural Order No. 1 and Sections G.1.g.ii.1., G.1.g.ii.2. and G.1.g.ii.3. of the TACP.
23. On 26 September 2023, the Covered Person filed his answering brief and supporting exhibits, in accordance with Procedural Order No. 1 and Sections G.1.g.ii.1., G.1.g.ii.2. and G.1.g.ii.4. of the TACP, as well as a number of document requests to the attention of the ITIA.
24. On 27 September 2023, the AHO invited the ITIA to comment on the Covered Person's different document requests – and in particular, to specify whether it agreed or objected to each request.
25. On 29 September 2023, the ITIA submitted its comments on each of the Covered Person's document requests, as well as several documents in response to the same. Separately, on the same day, the ITIA noted that the Player had not submitted a witness statement from himself with his answering brief, and consequently requested the AHO to order the Player to either confirm that he would not be submitting a witness statement nor giving evidence at the hearing, or, if he did in fact wish to give evidence, that he be required to file a signed witness statement within 7 days.
26. On 2 October 2023, the AHO invited the Covered Person to provide his comments on the ITIA's response to the document requests, by 3 October 2023. The AHO moreover invited the Covered Person to either confirm that he would not be submitting any witness statement and giving evidence at the hearing, or inform the ITIA and the AHO that he did in fact wish to give evidence.

27. On 3 October 2023, the Covered Person provided his comments on the ITIA's response to his document requests. As regards witness evidence, the Player confirmed that he would be present at the Hearing and that he had answered the ITIA's accusations in his answering brief.
28. On 4 October 2023, the AHO invited the ITIA to provide its final comments on the Covered Person's reply in relation to the document requests.
29. On the same day, the ITIA submitted comments on the Covered Person's reply as well as information in response to certain document requests. As regards Mr. Mitjana's evidence, the ITIA stated that it was grateful for the clarification that Mr. Mitjana intended to appear at the hearing in this matter to give evidence, and accepted that his written testimony be that which was set out in the written briefs.
30. On 5 October 2023, the AHO issued Procedural Order No. 2, setting out the AHO's decision on (i) the ITIA's request dated 29 September 2023 that clarification be provided regarding the filing of a witness statement by the Player and on (ii) the Player's document requests dated 26 September 2023.
  - a. In substance, the AHO found that the ITIA had obtained the necessary clarification with respect to the potential filing of Mr. Mitjana's witness statement, and that its request was therefore now moot.
  - b. The AHO moreover noted that the Parties had agreed to deviate from Section G.1.h(i) of the TACP, in that (i) Mr. Mitjana had undertaken to appear and provide oral evidence at the hearing (including by way of cross-examination), despite the fact that he had not filed any sworn witness statement in these proceedings, and (ii) Mr. Mitjana's brief was to be considered as his written testimony.
  - c. As regards finally the rules that would apply to the providing of oral evidence during the hearing, the AHO reminded the Parties that in accordance with Paragraph 15.b) of Procedural Order No. 1, guidelines regarding the conduct of cross-examination of witnesses at the hearing would be sent to the Parties by 23 October 2023. In such perspective, and in order to avoid the risk of an overly broad cross-examination that would go beyond what is generally admitted when a witness statement has been filed, the AHO invited the Parties to provide comments, if any, as regards the scope of the cross-examination of Mr. Mitjana by 16 October 2023.
31. On 6 October 2023, the ITIA filed its Reply brief and supporting materials, in accordance with Procedural Order No. 1.
32. On 13 October 2023, the ITIA submitted its comments on the scope of Mr. Mitjana's cross-examination, in accordance with Procedural Order No. 2.
33. On 16 October 2023, Mr. Mitjana requested an additional day to submit his Reply brief. On the same day, the ITIA informed the AHO that it did not object to Mr. Mitjana's request, and the AHO accordingly granted Mr. Mitjana an extension of one day to submit his Reply.

34. On 17 October 2023, Mr. Mitjana filed his Reply brief and supporting materials, as well as a letter to the AHO regarding allegedly lacking evidence.
35. On 18 October 2023, Mr. Mitjana filed English translations of the testimonies submitted on 17 October as well as additional exhibits.
36. On 19 October 2023, the AHO acknowledged receipt of the ITIA's correspondence dated 13 October 2023 regarding the scope of cross-examination and noted that Mr. Mitjana had not submitted any comments on the same. The AHO moreover acknowledged receipt of Mr. Mitjana's Reply brief, exhibits, and separate correspondence of 17 October 2023.
37. On 23 October 2023, the ITIA informed the AHO that it only elected to cross-examine Mr. Mitjana at the Hearing.
38. On 23 October 2023, the AHO issued Procedural Order No. 3 setting out the AHO's guidelines regarding the conduct of cross-examination of witnesses at the Hearing, in accordance with Paragraph 16 of Procedural Order No. 1.
39. On 24 October 2023, the AHO invited Mr. Mitjana's counsel to submit the list of the ITIA's witnesses whom she intended on cross-examining at the Hearing.
40. On 24 October 2023, Mr. Mitjana's counsel informed the AHO that she did not intend to cross-examine any of the ITIA's witnesses.
41. On 25 October 2023, the ITIA wrote to the AHO to request the right to file an additional witness statement, addressing the new exhibits and arguments submitted by Mr. Mitjana in his Reply brief.
42. On 26 October 2023, the AHO granted the ITIA the permission to file a new witness statement. In accordance with Section G.1.i. of the TACP, the AHO invited Mr. Mitjana's counsel to respond to such new witness statement (to the extent necessary) by 3 November 2023.
43. On 30 October 2023, the ITIA filed a proposed hearing schedule, whilst specifying that the same had been sent to Mr. Mitjana's counsel but that the latter had failed to provide any comments thereon.
44. On 30 October 2023, the AHO invited Mr. Mitjana's counsel to comment on the hearing schedule proposed by the ITIA, by 31 October, and informed the Parties that in the absence of any comments from Mr. Mitjana's counsel the hearing schedule proposed by the ITIA would be observed during the Hearing.
45. On 2 November 2023, the AHO informed the Parties that in the absence of any comments from Mr. Mitjana's counsel, the hearing schedule proposed by the ITIA would be that which shall be followed during the Hearing on 8 November 2023.
46. On 2 November 2023, the ITIA provided the list of participants at the Hearing and filed an "additional hearing authorities bundle", compiling new legal authorities which the ITIA intended on relying upon during the Hearing.

47. On 3 November 2023, Mr. Mitjana’s counsel confirmed that herself and Mr. Mitjana would be present at the hearing, and informed the AHO that she would not be able to study nor address the new evidence filed by the ITIA prior to the Hearing.
48. On 6 November 2023, the AHO acknowledged receipt of the Parties’ respective correspondence, noted that Mr. Mitjana’s counsel had elected not to provide any comments on the latest witness statement filed by the ITIA, and noted Mr Mitjana’s counsel’s comment regarding the “additional hearing authorities bundle”. The AHO added that Mr. Mitjana’s counsel may be given the opportunity to review and respond to the new evidence provided by the ITIA whether at the Hearing or otherwise, to the extent that she so requests.
49. On 6 November 2023, the AHO issued Procedural Order No. 4, setting out the AHO’s instructions in relation to the organisation of the Hearing.
50. On 8 November 2023, the Hearing took place at the AHO’s office in Paris, during which the Player’s right to provide additional written observations on the “additional hearing authorities bundle” was discussed and agreed.
51. On 13 November 2023, Mr. Mitjana’s counsel requested that the time limit for her to provide such written observations be set to 28 November 2023, and that a hearing be organised thereafter.
52. On 14 November 2023, the AHO invited the ITIA to provide its agreement or comments on Mr. Mitjana’s correspondence.
53. On 14 November 2023, the ITIA informed the AHO that it did not object to the filing of written observations by Mr. Mitjana, nor to the organisation of a short virtual hearing. That said, the ITIA suggested that the time limit for the filing of such observations should be 24 November 2023, *i.e.* 22 days after the submission of the “additional hearing authorities bundle” and 16 after the Hearing, and that the additional virtual hearing take place on 30 November or 1 December.
54. On 14 November 2023, the AHO invited Mr. Mitjana’s counsel to provide her observations on the “additional hearing authorities bundle” by 24 November 2023, and to confirm her availability for a short virtual hearing by 15 November 2023.
55. On 15 November 2023, Mr. Mitjana’s counsel confirmed her availability on 1 December 2023.
56. On 16 November 2023, the Parties jointly provided the AHO with a proposed hearing schedule.
57. On 24 November 2023, Mr. Mitjana filed his additional brief and supporting exhibits.
58. On 1 December 2023, a virtual hearing took place.
59. On 12 December 2023, the Parties’ jointly-amended transcript of the virtual hearing was transmitted to the AHO.

### **III. PRELIMINARY ISSUES DISCUSSED BETWEEN THE PARTIES**

60. At the outset, and before addressing the corruption offenses which Mr. Mitjana is charged with, the AHO shall firstly decide on the different preliminary issues raised by the Player, namely: the Player's objections to the jurisdiction of the ITIA and of the AHO (**A**), the alleged "illegality" of the present proceedings (**B**), the applicable law and the validity of the TACP thereunder (**C**) and the applicable standard of proof (**D**).
61. The AHO summarises each Party's position on the above issues before setting out his decision on the same. It is specified, for the avoidance of doubt, that the AHO has taken account of the entire record (and in particular, the entirety of the Parties' submissions, written and oral arguments and supporting evidence) – without necessarily needing to refer to the same *in extenso* in his decision below.

#### **A. Mr. Mitjana's jurisdictional objections**

##### ***1. The Player's position***

62. In substance, the Player objects to the jurisdiction of the ITIA and of the AHO, as well as to the applicability of the TACP, arguing that it has not been established that he would have ever read, let alone accepted, the ITIA's regulations (which are moreover in English – a language he is not fluent in).
63. According to the Player, any potential acceptance of the Player Welfare Statement by Mr. Mitjana via the clicking of a checkbox (which, he argues, remains unproven), and any potential completion of a questionnaire on the International Tennis Federation's website (which also allegedly remains unproven), are indeed insufficient to establish that Mr. Mitjana fully understood and accepted the content of the TACP and the ITIA's jurisdiction.
64. Further, during the Hearing, the Player argued that in 2017 and 2018 (at the time of the alleged offenses), the ITIA did not exist, the existent organisation being the Tennis Integrity Union (the "TIU"). Consequently, the Player cannot have acknowledged the existence of the ITIA nor accepted its jurisdiction at that time. Following the Hearing, the Player added that the TACP of 2017 and 2018 referred any arbitration to the Tennis International Board, not to the ITIA.

##### ***2. The ITIA's position***

65. The ITIA submits that in order to compete in professional tournaments organised by the International Tennis Federation ("ITF"), players must register to obtain an ITF International Player Identification Number ("IPIN"). When registering with the ITF, players had to confirm their agreement to the Player Welfare Statement and the application of relevant rules, which expressly include the TACP. Further, the ITIA alleges that the Player Welfare Statement is endorsed on an annual basis to obtain the annual renewal of the IPIN, and that Mr. Mitjana's last endorsement occurred on 6 September 2022.
66. According to the ITIA, it is impossible to register with the ITF and to obtain (or renew) an IPIN without selecting the checkbox appearing at the end of the Player Welfare Statement. It follows that Mr. Mitjana necessarily consented to the application of the TACP when endorsing the Player Welfare Statement, to obtain his IPIN.



67. Moreover, the ITIA contends that during the initial registration for the IPIN membership, the Player is directed to a questionnaire, which he must complete to be able to enter any tournament. The ITIA adds that until 2021, Players were required to complete the course on a biannual basis to maintain their IPIN membership. Among the questions that appeared in the course, several mentioned the TACP rules (including their applicability to the Players) and the ITIA. During the Hearing, the ITIA moreover specified that the questionnaire completed by Mr. Mitjana in 2017 was in French.
68. Thus, the ITIA concludes that Mr. Mitjana unequivocally acknowledged and accepted the application of the TACP, the content of which was clearly made known and available to him.
69. In response to the argument that the ITIA did not exist in 2017 and 2018, the ITIA alleges that what matters is the 2023 TACP, since the present proceedings were brought under and are governed by the 2023 TACP. Moreover, when succeeding to the TIU, the ITIA took over all rights and obligations from the TIU – and hence the ITIA has jurisdiction in the present case.

### 3. *The AHO's Decision*

70. At the outset, the AHO notes that it is not disputed by the Parties that all players competing in professional tournaments organised by the ITF (such as Mr. Mitjana) are required to obtain an IPIN membership, which must be renewed on a yearly basis.
71. Nor is it disputed that Mr. Mitjana had indeed obtained an IPIN notably in 2017 and 2018.
72. The issue, therefore, is whether the obtention of such IPIN entails that Mr. Mitjana had acknowledged and accepted the Player Welfare Statement – which referred to the application of the TACP – such that the ITIA and the AHO have jurisdiction *ratione personae* in the present matter.
73. The AHO finds the ITIA's evidence compelling in this respect. In particular, the AHO notes that the ITIA has shown that Mr. Mitjana accepted the Player Welfare Statement *inter alia* for the years 2017 and 2018 (respectively, on 5 December 2016 and 12 December 2017),<sup>1</sup> and that the acceptance of the Player Welfare Statement explicitly includes the following “*Anti-Corruption Consent*”:

*“I am bound and will comply with the Tennis Anti-Corruption Program (the “TACP”), a copy of which may be accessed via the applicable International Tennis Federation Regulations. I acknowledge that I have had the opportunity to review the TACP and that I understand, accept and agree not to violate any of the provisions therein. [...]*

*I hereby submit to the jurisdiction and authority of the International Tennis Integrity Agency (formerly the Tennis Integrity Unit and the Professional Tennis Integrity Officers) to manage, administer and enforce the TACP and to the jurisdiction and authority of the International Tennis Integrity Agency, Anti-Corruption Hearing Office and the Court of Arbitration for Sport, as*

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<sup>1</sup> Exhibit H.1

*applicable, to determine any charges brought under the TACP. I acknowledge that the TACP contains an agreement to arbitrate disputes in accordance with the process described in the TACP...”*<sup>2</sup>

74. Thus, when 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.
75. 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. In particular, the Player completed and answered positively the following questions:
- “As a Player or Covered Person participating in professional tennis Events, is it your responsibility to be aware of and comply with the TACP Rules?”<sup>3</sup> and
  - “Can you be banned for life from participating in professional tennis for committing a Corruption Offense under the Tennis Anti-Corruption Program?”<sup>4</sup>
76. Thus, the Player at least acknowledged that it was his responsibility to be aware of and comply with the TACP.
77. 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. Whereas efforts could always be made to ensure that non English-native players understand what they are adhering to, given 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.
78. 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.
79. As regards finally the Player’s allegation that the ITIA did not exist in 2017 and 2018, such that the Player cannot have consented to its jurisdiction, the AHO agrees with the ITIA that what matters ultimately for jurisdictional purposes is the set of rules applicable in 2023. In this respect, the AHO refers to Section K.6 of the TACP, which states that “*the procedural aspects of the proceedings shall be governed by the Program applicable at the time the Notice is sent to the*

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<sup>2</sup> Exhibit I.2.

<sup>3</sup> Exhibit H.2, p. 3.

<sup>4</sup> Exhibit H.2, p. 1.

*Covered Person*". Given that the Player renewed his IPIN for 2023 on 7 September 2022, he last consented to the application of the TACP – and thus to the jurisdiction of the ITIA and the AHO – at such date.

## **B. The alleged “illegality” of these proceedings**

### ***1. The Player’s position***

80. The Player’s position is that the present proceedings lack legal bases as well as the necessary procedural guarantees, in particular with respect to the exact role of the ITIA in the proceedings as well as the designation of the AHO.
81. As regards firstly the alleged lack of legal basis, the Player considers that the present proceedings emerged *ex nihilo*, without reference to any specific regulation. In particular, it is argued that no legal ground explains or justifies how the ITIA has decided to investigate the present matter and bring charges against Mr. Mitjana.
82. The Player moreover initially contended that the ITIA uses data without having the right to do so, according to data protection law, but did not further elaborate on this argument.
83. As regards separately the alleged breaches of procedural guarantees, the Player firstly criticises the dual nature of the ITIA’s intervention in these proceedings, as both Party bringing charges against him, and as institution in charge of the designation and remuneration of the AHO. According to the Player, such duality (as prosecutor and judge) questions the ITIA’s as well as the AHO’s legitimacy, independence and impartiality, and amounts to a breach of due process.
84. The Player adds that the ITIA’s alleged retention of documentation that would allow him to defend himself in these proceedings amounts to another breach of due process and fairness.
85. Finally, the Player argues that insufficient information has been provided with respect to the actual designation of the AHO in the present matter. While it is understood that the AHO was designated by the Chair of the AHOs (Professor McLaren), the Player argues that such process is not provided for by the TACP and hence that it lacks legal basis.

### ***2. The ITIA’s position***

86. In its Reply brief, the ITIA provided information with respect to its structure, to the legal bases for the investigations and commencement of the present proceedings, and to the designation of the AHO.
87. More specifically, the ITIA notably stated that it was an independent entity established in 2021 (through collaborative efforts of the Association of Tennis Professionals, Inc., WTA Tour, Inc., the ITF and the Grand Slams) to promote, encourage, enhance and safeguard the integrity of professional tennis worldwide. It moreover explained that whilst it had the authority to act on behalf of all the governing bodies of tennis in administering and enforcing the TACP, it operated independently from those governing bodies – and such distinct organisational structure of the ITIA sitting outside of the governing bodies was designed to ensure impartial investigations and proceedings.

88. As regards the legal bases for the investigation and commencement of the present proceedings, the ITIA referred to a series of provisions of the TACP (including those under Sections F.2, F.4, and G.1) setting out the procedure that was followed by the ITIA in this matter.
89. As regards finally the designation of the AHO, the ITIA recalled that it was the Tennis Integrity Supervisory Board (“TISB”) that was responsible for the appointment of AHOs, as indicated under Section F.1.a of the TACP. The TISB, composed of representatives of the major tennis entities as well as of five independent members, had appointed Professor Richard McLaren (a lawyer and globally renowned sports integrity expert from Canada) for a two-year term as Chair of the AHO Panel, and such Chair of the AHO Panel had in turn independently appointed the AHO for the present matter.
90. The ITIA added that the Player had in any event failed to specify in what manner these proceedings would *not* be impartial or independent, whilst highlighting that the right to appeal before the CAS effectively would rectify any procedural shortcomings, were they established.

### **3. The AHO’s Decision**

91. 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. The Notice indeed unequivocally refers to Section F.4 of the TACP in its very first paragraph (and quotes it in full at page 2), but also to Sections G.1.a, G.1.b and G.1.e of the TACP. It is therefore incorrect to assert that these proceedings emerged *ex nihilo*.
92. 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.
93. 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 customary and does not, in itself, compromise the independence or the impartiality of such proceedings. By way of illustration, such conclusion was in fact already reached by the CAS in relation to the Romanian Football Federation (see CAS 2017/A/4947, *Ion Viorel v. Romanian Football Federation*, Award of 6 October 2017: “*the current configuration of the disciplinary bodies of the RFF promotes and guarantees its independence, even in cases where the RFF is indirectly a party to the proceedings. In particular, the fact that different federative bodies of the RFF [...] play different procedural roles within the federative proceedings gives grounds to conclude that these federative bodies are independent and impartial.*”).
94. This is all the more so in the present case, where the ITIA (a Party to these proceedings) is an entirely distinct entity from that which directly and independently appointed the AHO.

95. For the above reasons, and given the absence of any specific factual allegation relating to an alleged lack of independence or impartiality from the ITIA or the AHO in the present case, the AHO is satisfied that these proceedings comply with due process, and that no breach of independence or impartiality has been established.
96. 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.

**C. The applicable law and the validity of the TACP thereunder**

***1. The Player's position***

97. In substance, the Player disputes the applicability of Section K.2 of the TACP (submitting these proceedings to the laws of the State of Florida) and argues that French law should instead apply.
98. On a subsidiary basis, the Player argues that should Florida law apply, then the TACP would *not* be enforceable against him. This is so because an adhesion contract (such as the TACP) that requires a consumer to accept the jurisdiction of an unknown court or arbitrator is considered as “abusive” and “unconscionable” pursuant to Florida case law.
99. The Player indeed considers that pursuant to Florida law, the TACP is tantamount to an adhesion contract in that its content was fixed unilaterally, Mr. Mitjana having had no bargaining power when consenting to the same. It follows that the TACP, being overly one-sided and having been imposed to the Player, is procedurally unconscionable.
100. During the second hearing, the Player added that the TACP was also substantially unconscionable, given that it breached due process by referring disputes to a sports body that also acted as a party in the disciplinary proceedings.
101. Finally, in response to the ITIA's counter-argument that the Player is estopped from challenging the validity of the TACP after having “benefited” from it, the Player contends that the ITIA only created rules and obligations, without granting him any rights. As such, the Player did not “benefit” from the TACP. Further, and in any event, whether the Player benefited from the TACP is allegedly irrelevant to determine the unconscionability of such rules.

***2. The ITIA's position***

102. The ITIA argues that pursuant to Section K.2 of the TACP, the TACP is governed by the laws of the State of Florida without reference to conflict of law principles.
103. In response to the Player's position that the TACP would be abusive and unconscionable, the ITIA firstly argues that the Player is not a consumer (but rather a professional tennis player) and the TACP is not an adhesion contract. Second, the TACP adds that even if the TACP were considered as an adhesion contract, this would not in itself render it void (because to be void, the

adhesion contract should be both procedurally and substantially unconscionable – which is not the case here). Thirdly, and in any event, the ITIA contends that a player who had enjoyed the benefits of the TACP (such as Mr. Mitjana) is estopped from thereafter challenging the validity thereof.

### **3. The AHO's Decision**

104. Section K.2 of the TACP – which is fully applicable to the present proceedings – clearly states 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*”.
105. Thus, 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.
106. 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. Subjecting the TACP to different laws depending on the athlete’s residence or nationality would indeed introduce uncertainty and inequality into the disciplinary process, as it may lead to different legal interpretations of the TACP and thus a different outcome for each athlete.
107. 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.
108. 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 (see CAS 2008/A/1630, *Mathieu Montcourt v. ATP*, Award of 13 May 2009, which reaches a similar conclusion with respect to a French professional tennis player who signed a “*Consent and Agreement to ATP Official Rulebook*”). 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.
109. Further, the AHO finds that the TACP is not unconscionable, whether procedurally or substantially, as follows.
110. From a procedural standpoint, it has been established that the Player could and should have informed himself of the content of the TACP when adhering to the same, such that he cannot now claim that the ITIA’s jurisdiction came out as a “surprise” or breached his legitimate expectations. Nor has the Player shown that the TACP was overly harsh or one-sided for the professional tennis players endorsing it.

111. From a substantial point of view, the AHO has found that the ITIA's intervention as Party in these proceedings and the designation of the AHO do not breach due process nor the right to impartial and independent adjudication. Consequently, the TACP is not substantially unconscionable either.
112. The AHO accordingly rejects the Player's argument that the TACP is invalid under Florida law and confirms the applicability of the TACP to these proceedings.

**D. The applicable standard of proof**

***1. The Player's position***

113. The Player argues that in the present case, the applicable standard of proof should at least be whether the Player's guilt has been proved by "clear and convincing evidence", if not "beyond reasonable doubt".
114. The Player adds that applying any lower standard of proof would amount to a breach of his defence rights and of due process, particularly in circumstances where the offenses he is charged with date back to more than six years ago, and where the evidence at hand is thus limited.
115. Moreover, according to the Player, Florida law dictates that civil cases involving allegations of fraud or the potential withdrawal of a professional licence (such as the present case, in which the Player is facing a potential life ban) be treated as quasi-criminal cases with respect to the standard of proof, and accordingly apply the "clear and convincing evidence" standard.

***2. The ITIA's position***

116. The ITIA argues that pursuant to Section G.3a of the TACP, "*the standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.*"
117. The ITIA relies on CAS case law to explain that the standard of preponderance of evidence is met if it is more likely than not that the Player committed the alleged offence. According to the ITIA, this means that even if there is "only" a 51% chance that a tennis player has committed the offense, the charge should be found proven as the probability is higher than the chance that the player did not commit the offence (49%).
118. In response to the case law relied upon by the Player to argue that a higher standard of proof should apply, the ITIA contends that these proceedings are not criminal in nature, but civil.
119. Moreover, it argues that Florida law does not oppose the "preponderance of evidence" standard in this instance. In this respect, the ITIA considers that the case law relied upon by the Player concerns either criminal or administrative cases involving government action (which have a heightened standard of proof to protect private citizens from government action), or cases where other laws than those of the State of Florida applied.

### 3. *The AHO's Decision*

120. Section G.3.a of the TACP states that “*the ITIA [...] shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.*”
121. It is thus clear that pursuant to the TACP to which the Player has consented, the burden lies on the ITIA to establish that any alleged corruption offense has indeed been committed, based on a preponderance of the evidence.
122. Further, the AHO finds that sport-governing bodies have the right to establish their own standard of proof and may validly designate the rules of evidence applicable to their disciplinary proceedings (see CAS 2011/A/2490, *Daniel Köllerer v. Association of Tennis Professionals (ATP), Women's Tennis Association (WTF), International Tennis Federation (ITF) & Grand Slam Committee*, Award of 23 March 2012: “*there is no universal (minimum) standard of proof for match-fixing offences. While consistency across different associations may be desirable, in the absence of any overarching regulation [...], each association can decide for itself which standard of proof to apply, subject to national and/or international rules of public policy*”). 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.

## IV. THE CORRUPTION OFFENSES ALLEGEDLY COMMITTED BY THE PLAYER

123. Prior to addressing the corruption offenses allegedly committed in relation to each of the specific matches listed in the Notice (C), the AHO sets out the factual background of this case (A) as well as his general findings in relation to the evidence relied upon by the ITIA (B).
124. Whilst the AHO has taken account of the entirety of the Parties' respective allegations, written and oral arguments as well as the supporting evidence, to reach the decisions set out below, only the facts and arguments that are considered as most relevant are set out below.

### A. Factual background

125. The facts presented below (which are undisputed by the Parties) stem from the investigations conducted respectively by the French and Belgian authorities in relation to an organised Armenian-Belgian criminal network suspected of fixing tennis matches worldwide.
126. The Belgian investigations were carried out between 2014 and 2018, and revealed that at the centre of such criminal network were two individuals called ██████████ (██████████ also referred to as “██████████” “██████████” or “██████████” and ██████████ (██████████
127. In a ██████████ in Belgium found ██████████ guilty of leading a criminal organisation, fraud, money-laundering and forgery, and sentenced him to 5 years of imprisonment and a fine of 8,000 Euros. Several of his accomplices were also sentenced to imprisonment and penalties, and 7 Belgian tennis players were found guilty of participating in a criminal network and of fraud.



128. In parallel, in the context of the French criminal investigations, several French tennis players (but not the Player) have admitted to the Prosecutor that they had been engaging in match-fixing and cooperating with █████ and his network when doing so.
129. The French and Belgian investigations have revealed that █████ and his network would use the following *modus operandi*: first, █████ would assess which match may be worth fixing; second, █████ would approach players within his network to make arrangements to fix their own matches (or would ask such players to act as an intermediary and to approach another player with a view to fixing that other player's match); third, once the fix was confirmed, █████ would contact accomplices within his criminal network to place bets; and fourth, once the match was concluded and the bets had proven to be successful, █████ would pay the players via Moneygram or Western Union, via international money transfer companies (such as Skrill and Neteller), or in person in cash.
130. When carrying out the first two steps, █████ would firstly analyse dozens of betting sites from several countries to select the matches which he thought he may be able to fix. █████ would then contact the tennis players (or intermediaries) to negotiate on the specific result to be fixed and the amount which █████ would pay for it. Negotiations usually took place a day or up to a few hours before the match in question. It has been established that several tactics were deployed by █████ to hide his communications with the players. Such tactics included providing the players with new SIM cards (that had not been registered by the ITIA or by the police services), by himself using new phones or SIM cards, by saving the contacts of the tennis players in his phone or notebook with nicknames or abbreviations, and by using secured apps such as Telegram (which would self-delete the conversations and thus leave no written trace thereof).
131. To carry out the third step, namely the placing of the bets, █████ would send screenshots of the betting odds of the match to his associates, followed by conversations over Telegram or the phone, or would send instructions via WhatsApp. The betting would then be made either online via betting websites, or in person at betting shops or newsagents. When betting online, different accounts were created by using the data and bank details of tens of different people, who were paid for the same. Likewise, when betting in person, front men who would not be afraid of being arrested in betting shops were used. █████ and █████ had a whole criminal network, based in Armenia, Belgium, Spain, Italy, Bulgaria, Sweden and Andorra, and such network then operated a network of front men and accounts, whose identities were used to bet on fixed matches. From the investigation, it appears that 1671 men/accounts were used.

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

### ***1. The ITIA's position***

132. According to the ITIA, there is ample evidence that generally shows the Player's involvement in █████ criminal network.
133. Such evidence includes the following: the appearance of Mr. Mitjana's name on the list of professional tennis players who, according to the Belgian authorities, can be linked to █████ or his criminal network; the fact that Mr. Mitjana was held in detention and interrogated by the French police on 5-6 March 2019; a statement by a French player (Mr. █████ who has admitted to match fixing with █████ that Mr. Mitjana had also collaborated with █████ the fact that Mr. Mitjana

allegedly appeared as a WhatsApp contact and a Telegram contact in [REDACTED] phone; notes on [REDACTED] phone indicating that he would have given cash to Mr. Mitjana at the Gare du Nord in Paris; written communications between [REDACTED] and a contact named “LENY.FR”; and references to the Player in conversations between [REDACTED] and his accomplices.

134. The ITIA relies *inter alia* on the above to establish the commission of each offense listed under the Notice.
135. In response to the Player’s criticism vis-à-vis such evidence (which the Player argues is circumstantial and incomplete), the ITIA contends that breaches of the TACP may be established by circumstantial evidence, so long as the standard of preponderance of evidence is met.
136. The ITIA moreover argues that it is more likely than not, based on the above evidence, that the Player was in contact with [REDACTED] and that he was involved in the latter’s criminal network.

## **2. The Player’s position**

137. According to the Player, the general evidence relied upon by the ITIA is speculative, circumstantial and incomplete – such that it does not prove that the Player was ever involved in match fixing, nor that he communicated with [REDACTED] or has received money from the latter.
138. Moreover, and in response to the different evidence relied upon by the ITIA, the Player argues that:
  - It is normal that Mr. Mitjana’s name would appear in the Belgian and French criminal investigations, since he played in several games in which there may have been match fixing (without this meaning that the Player would have been involved in the same);
  - Whilst the Player was indeed interrogated by the French authorities, he was never arrested thereafter;
  - Mr. [REDACTED] statements do not incriminate the Player or confirm that he ever engaged in match fixing in any way. In any event, such statements are unreliable;
  - There exists no conversation between the Player and [REDACTED] since the phone numbers that are attributed by the ITIA to the Player do not in fact belong to Mr. Mitjana. Nor has it been established that the contact “Leny.fr” refers to Mr. Mitjana;
  - The simple reference to the Player in [REDACTED] notes does not prove that the Player would have accepted to fix match nor that he ever received money from [REDACTED]
  - Screenshots of matches played by Mr. Mitjana do not either prove the Player’s involvement in any match fixing.
139. The Player notes that in fact, Mr. Mitjana was never declared guilty of any offense, whether in the Belgian or French criminal proceedings.
140. Further, the Player stresses that whilst there may have been betting in relation to the matches in which he played, this does not mean that he was necessarily involved in the same.

141. In particular, the Player explains that in the context of live betting (*i.e.*, bets made in direct during a match), it is easy for bettors present around the court to identify a player's weaknesses (such as a new strapping, an injury, tiredness etc) and to adjust their bets accordingly. In some instances, the bettors are even able to benefit from the timelapse between the scoring and its actualization on betting platforms, to bet just before the actualization of the platform and thus have a 100% chance of success.
142. As a matter of fact, the phenomenon of "courtsiders" (persons looking at the matches and delivering live information to bettors, or betting themselves) has been repeatedly raised and criticised by tennis institutions, who have not yet been able to counter it. The Player specified that during one of his matches in Portugal, the police was even asked to intervene with a view to arresting such courtsiders.
143. The Player adds that not only is betting *not* forbidden by tennis institutions, but it is moreover encouraged by the latter, since tennis institutions sell data to the betting agencies to enable them to perform the betting process.
144. Separately, the Player stresses that he obtained his best ranking in 2017 and 2018 (the period during which the offenses which he is charged with would have occurred), which shows that he had no interest in engaging in match fixing at that time.

### 3. *The AHO's Findings*

145. The AHO deems it necessary to set out his findings on the Parties' respective arguments in relation to the "general" evidence obtained from the Belgium and French criminal investigations, before ruling on each alleged offense, since this evidence constitutes a core and common base relied upon by the ITIA in the context of each offense.
146. At the outset, the AHO agrees with the Player that none of the general evidence mentioned above indisputably establishes, in and of itself, that it is absolutely *certain* that Mr. Mitjana accepted to fix specific matches with ■■■ and that he received payments for the same. For instance, no written communications explicitly referring to the fix of a match exist between the Player's (known) personal telephone number and that of ■■■ and no subsequent trace of payment from ■■■ onto the Player's bank account exists.
147. However, given ■■■ *modus operandi*, making it difficult – if not impossible – to retrace any communication and payment to the tennis players, the AHO considers that it is apposite to rely on circumstantial evidence in the present matter, and to draw inferences from the same where appropriate.
148. In doing so, the AHO shall always apply the preponderance of evidence standard. This means that where it can be inferred from the circumstantial evidence that it is more likely than not that the Player committed the alleged offense, the standard of proof shall be met and the alleged offense shall be deemed established. To the contrary, when the evidence is insufficient to infer that it is more likely than not that the Player committed the alleged offense, the offense shall not be deemed established.

149. Turning specifically to the different WhatsApp / text messages / Telegram messages that exist between [REDACTED] and contacts saved in his telephone as “Leny”, “Lexy” and “LENY.FR”,<sup>5</sup> 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 [REDACTED] *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 [REDACTED] 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 [REDACTED] 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 [REDACTED] notebook contained the Player’s personal telephone number next to the name “Leny”. This shows that in [REDACTED] 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 than 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.

150. Considering the content of the exchanges between [REDACTED] 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 [REDACTED] criminal network.

151. 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.

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<sup>5</sup> The AHO notes that in addition to these contacts, the findings in [REDACTED] telephones made during the Belgian criminal investigations include a contact named “Leny NI2”. The Parties sometimes refer in their submissions to “LENY.FR” when the evidence in fact refers to “Leny NI2”. This does not however affect the AHO’s determination, given that the AHO’s inferences are the same irrespective of whether the contact is “Leny NI2” or “LENY.FR”.

### C. The specific matches listed in the Notice

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

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

153. **Match 1** was a [REDACTED] match between the Player partnering with Mr. [REDACTED] against Mr. [REDACTED] and Mr. [REDACTED] on [REDACTED] July 2017 at an [REDACTED] tournament in Portugal. The Player and his partner [REDACTED] the match [REDACTED] and [REDACTED]. It is alleged that the Player's involvement in fixing Match 1 constitutes a breach of Sections D.1.d, D.1.b and D.2.a.i of the 2017 TACP.

154. The ITIA relies on the following evidence to establish the Player's involvement in the fixing of this match: screenshots on [REDACTED] 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] [REDACTED] a week before the match, from which two bets were placed on the day of the match for Mr. [REDACTED] and Mr. Falcoa to win the match; a Skrill payment made by [REDACTED] [REDACTED] (" [REDACTED] to [REDACTED] [REDACTED] a conversation between the Player and [REDACTED] 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]

155. The AHO is satisfied that the screenshots on [REDACTED] phone, the placing of bets on this match from an account in the name of [REDACTED] [REDACTED] and the subsequent Skrill payment made by [REDACTED] to [REDACTED] [REDACTED] – taken together – correspond to [REDACTED] *modus operandi* and are sufficient to conclude that it is more likely than not that this match was fixed by [REDACTED] criminal network. However, such evidence does not show that it is more likely than not that the Player was involved in the fixing of this match.

156. Turning to the evidence involving Mr. Mitjana personally (namely, the conversation between him and [REDACTED] 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 [REDACTED] and "Leny.fr" (31 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 [REDACTED] and that Mr. [REDACTED] never acted as intermediary between [REDACTED] 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 [REDACTED] and Mr. [REDACTED]

157. 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: [REDACTED] match ([REDACTED] v. [REDACTED] MITJANA) on [REDACTED] July 2017 at the [REDACTED] tournament in Portugal**

158. **Match 2** was a [REDACTED] match between the Player partnering with Mr. [REDACTED] against Mr. [REDACTED] and Mr. [REDACTED] on [REDACTED] July 2017 at an [REDACTED] tournament in Portugal. The Player and his partner

█ the match █ It is alleged that the Player's involvement in fixing Match 2 constitutes a breach of Sections D.1.d, D.1.b and D.2.a.i of the 2017 TACP.

159. The ITIA relies on the following evidence to establish the Player's involvement in the fix of this match: the fact that the Player █ all of his service games (serving 4 double faults in Game █ █ set, and █ double faults in Game █ █ set); the reference to this specific match in the Belgian criminal file; an exchange of WhatsApp messages between █ and his accomplice (including screenshots of the match); screenshots of the match saved on █ phone; the opening of a betting account registered in Bulgaria in the name of █ █ with three bets placed on the match from such account; a Skrill payment made by █ to █ on the day of the match; the opening of a betting account registered in Bulgaria in the name of █ █ with three bets placed from this account to win the match and to win the █ game; a Skrill payment made by █ to █ on the day of the match.
160. The AHO is satisfied that the reference to this specific match in the Belgian criminal file, the WhatsApp exchanges between █ and his accomplice, the screenshots of the match saved on █ phone, the opening of several betting accounts, placement of bets from such accounts, and the Skrill payments from █ to account holders – put together – constitute circumstantial evidence proving that it is more likely than not that Match 2 was fixed by █ and his criminal network. However, in the absence of any element showing that there may have been relevant communications between █ and the Player, or any element showing that it is likely that the Player would have received a payment from █ 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 █ criminal network.
161. 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. █ and Mr. █ won the █ game *in extremis*, after █ (rather than █ 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.
162. 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 2. Therefore, all of the charges relating to this match are dismissed.

**3. Match 3: █ match (MITJANA █ on █ July 2017 at the █ tournament in Portugal**

163. **Match 3** was a match between the Player and Mr. █ on █ July 2017 at an █ tournament in Portugal. The Player █ the match █ █ It is alleged that the Player's involvement in fixing Match 3 constitutes a breach of Sections D.1.d, D.1.b and D.2.a.i of the 2017 TACP.
164. The ITIA relies on the following evidence to establish the Player's involvement in the fixing of this match: the reference to this specific match in the Belgian criminal file; an exchange of messages between █ and his accomplice (including screenshots of the match); and screenshots of betting websites relating to the match saved on █ phone. The ITIA flags, in particular, the

messages in which [REDACTED] announces that “*Mitjana will lose the [REDACTED] set: [REDACTED] break, [REDACTED] set: [REDACTED]*” in response to which his accomplice answers that “*They didn’t manage the [REDACTED] one...*”. According to the ITIA, these messages reflect what happened during the match, in which the Player did not lose his [REDACTED] service game of the [REDACTED] set, but [REDACTED] the [REDACTED] set.

165. Looking at the evidence at hand, the AHO is satisfied that the reference to this specific match in the Belgian criminal file, the exchanges between [REDACTED] and his accomplice and the screenshots of the match saved on [REDACTED] phone – put together – constitute circumstantial evidence proving that it is more likely than not that Match 3 was fixed by [REDACTED] 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 [REDACTED] 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.
166. 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.
167. Whilst the AHO has strong suspicions in respect of the loss of the second 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: [REDACTED] match (MITJANA [REDACTED] on [REDACTED] September 2017 at the [REDACTED] tournament in Egypt**

168. **Match 4** was a match between the Player and Mr. [REDACTED] on [REDACTED] September 2017 at an [REDACTED] tournament in Egypt. The Player [REDACTED] the match [REDACTED]. It is alleged that the Player’s involvement in fixing Match 4 constitutes a breach of Sections D.1.d, D.1.b and D.2.a.i of the 2017 TACP.
169. The ITIA relies on the following evidence to establish the Player’s involvement in the fixing of this match: the reference to this specific match in the Belgian criminal file; a screenshot of the match information on [REDACTED] phone; and an exchange of messages between [REDACTED] and his accomplice (including a screenshot of the match, and a message from [REDACTED] stating “*Mitjana will lose the [REDACTED] set: [REDACTED] if he loses the [REDACTED] set*”).
170. The AHO is here again satisfied that the reference to this specific match in the Belgian criminal file, the screenshot of the match on [REDACTED] phone and the exchanges between [REDACTED] and his accomplice constitute, together, circumstantial evidence establishing that it is more likely than not that Match 4 was fixed by [REDACTED] and his criminal network.
171. Whilst there are here also no concrete elements proving that there may have been a communication in this respect between [REDACTED] (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.
172. In particular, the Player started by winning his [REDACTED] service game and though he won 6 games and marked two points in the [REDACTED] game of the [REDACTED] set, he still ultimately [REDACTED] the [REDACTED] set as per the bet.

The score card nevertheless suggests that both players were at an equal level. In contrast with the [REDACTED] set, the Player did not [REDACTED] game in the second set, and only won [REDACTED] points throughout the [REDACTED] games in which he served. This enabled the Player to [REDACTED] the [REDACTED] set [REDACTED] after having [REDACTED] the [REDACTED] set – in perfect accordance with [REDACTED] bet.

173. 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 second 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 second set is too highly suspicious, in the AHO's view.
174. Consequently, it is more likely than not that the Player attempted to contrive an aspect of Match 4. The ITIA has therefore established a breach of Section D.1.d. of the 2017 TACP.
175. 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 match, including of the second 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.
176. However, given that no trace of a solicitation by the Player to another person with a view to wagering on an aspect of Match 4 exists, no breach of Section D.1.b. of the 2017 TACP has been established.

**5. Match 5: [REDACTED] match ([REDACTED] MITJANA v. [REDACTED] on [REDACTED] September 2017 at the [REDACTED] tournament in Egypt**

177. **Match 5** was a [REDACTED] match between the Player partnering with Mr. [REDACTED] against Mr. [REDACTED] and Mr. [REDACTED] at an [REDACTED] tournament in Egypt. The Player and his partner won the match [REDACTED] [REDACTED] [REDACTED]. It is alleged that the Player's involvement in fixing Match 5 constitutes a breach of Sections D.1.d, D.1.b and D.2.a.i of the 2017 TACP.
178. The ITIA relies on the following evidence to establish the Player's involvement in the fixing of this match: the reference to this specific match in the Belgian criminal file; an exchange of messages between [REDACTED] and his accomplice (including screenshots of the match and the following messages from [REDACTED] "Win [REDACTED] [REDACTED] set. Are these 4 available?", to which his accomplice answered "Yes", and to which [REDACTED] replied "Well, bet it. Note down everything, let me know once you need any info"); and an exchange of messages between [REDACTED] and another accomplice (in which [REDACTED] states "[REDACTED] Mitjana will [REDACTED] the [REDACTED] set + their [REDACTED] break of the [REDACTED] set"). The ITIA moreover notes that the Player [REDACTED] his [REDACTED] service game, as predicted by [REDACTED] in his message.
179. Looking at the evidence, the AHO is satisfied that the reference to this specific match in the Belgian criminal file as well as the various exchanges between [REDACTED] and two of his accomplices, put together, constitute circumstantial evidence establishing that it is more likely than not that Match 5 was fixed by [REDACTED] and his criminal network. The AHO notes, however, that several



messages between [REDACTED] and his accomplices – and in particular, the accomplice’s answer (“*it didn’t bring*”) to [REDACTED] message “[REDACTED] *Mitjana will [REDACTED] the [REDACTED] set + their [REDACTED] break of the [REDACTED] set*”, sent during the match – would suggest that the fixing of that match did not take place as planned.

180. In any event, the AHO is not entirely satisfied that it is more likely than not that the Player would have been involved in fixing this match. In particular, whilst the AHO finds the score to be suspicious (in that the Player and his partner [REDACTED] the [REDACTED] set as well as their [REDACTED] service game (corresponding to the Player’s [REDACTED] service game), as per [REDACTED] message), this is insufficient to conclude that it is more likely than not that the Player would have accepted to contrive the outcome of the match. In fact, during the [REDACTED] game of the [REDACTED] set, the Player started off with a double fault, and the subsequent point was won by Mr. [REDACTED] and Mr. [REDACTED] (scoring [REDACTED] – but the Player and his partner subsequently won the two following points such that the score became [REDACTED]. Mr. [REDACTED] and Mr. [REDACTED] then achieved [REDACTED] thanks to another double fault of the Player, and ultimately won the game thereafter. Thus, in spite of the [REDACTED] double faults of the Player during that game (which the ITIA has acknowledged do not, in themselves, constitute evidence of match fixing), the Player and his partner marked two points – which indicates that it is just as likely as not that they attempted to win the [REDACTED] game.
181. The AHO concludes that, in spite of the suspicious on-court playing of the Player, the circumstantial evidence is insufficient to establish that it is more likely than not that the Player committed any of the alleged breaches of the TACP in relation to Match 5. Therefore, all of the charges relates to this match are dismissed.

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

182. **Match 6** was a [REDACTED] match between the Player partnering with Mr. [REDACTED] against Mr. [REDACTED] and Mr. [REDACTED] at an [REDACTED] tournament in Egypt. The Player and his partner won the match [REDACTED]. It is alleged that the Player’s involvement in fixing Match 6 constitutes a breach of Sections D.1.d, D.1.b and D.2.a.i of the 2017 TACP.
183. The ITIA relies on the following evidence to establish the Player’s involvement in the fixing of this match: the reference to this specific match in the Belgian criminal file; screenshots of the match on [REDACTED] phone; exchanges of messages between [REDACTED] and his accomplice (including screenshots and the following messages: “*Win [REDACTED] / mitjana Win [REDACTED] / [REDACTED] “Link and bet them*”), exchanges of messages between [REDACTED] and another accomplice (including screenshots and the same message “*Win [REDACTED] / mitjana Win [REDACTED] / [REDACTED]* the fact that on [REDACTED] September 2017, [REDACTED] entered a new contact in his phone with the name “*Leny*”; and the allegations made by Mr. [REDACTED] during his interrogation by the French police. The ITIA moreover argues that since [REDACTED] seems to have placed multi-bets on two matches at the same time, it is highly likely that the Player was involved in the fixing, as a multi-bet is only won when all predictions on both matches are correct.
184. As regards firstly the reference to this specific match in the Belgian criminal file, the screenshots on [REDACTED] phone, and the various exchanges between [REDACTED] and his accomplices, the AHO considers that such evidence, put together and in light of [REDACTED] *modus operandi*, constitute circumstantial evidence establishing that it is more likely than not that Match 6 was fixed by [REDACTED] and his criminal network. This is all the more so since the idea that Match 6 was fixed is corroborated by Mr.

own admission to the French police that he would have received a payment from to lose the match.

185. However, the fact that Mr. was paid by to lose the match does not in itself indicate that any of the other players were also involved in this scheme. The evidence referring to the Player personally should therefore be assessed.
186. Looking firstly at the fact that added a new contact in his phone with the name “Leny”, the AHO takes note of the Player’s allegation that the telephone number associated with such contact is not his. However, in light of *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 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 criminal network. However, given that the contact “Leny” was added on ), this does not support the idea that would have necessarily entered in contact with the Player *prior* to the match in order to fix the same.
187. Turning to the oral evidence provided by Mr. 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. refused to do so. Second, the AHO notes a contradiction between the above evidence and Mr. testimony, according to which the Player would never work with directly but only via intermediaries. If this was the case, then it is indeed likely that would not have provided the Player with a new sim card and saved his contact on his phone on September 2017 (as would use intermediaries to reach out to the Player). The AHO finds that Mr. testimony moreover contradicts the “general evidence” studied above (under Section B), which also indicates that it is likely that and the Player communicated directly with one another. Thirdly, it is confirmed both by Mr. and by the Player that they did not have a good relationship.
188. Finally, and in any event, Mr. admits that for this particular match, it had been decided by that he would lose the match (rather than the Player) and that he would therefore receive a payment therefor.
189. 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: match ( v. MITJANA) on November 2017 at the tournament in Kuwait**

190. **Match 7** was a match between the Player partnering with Mr. against Mr. and Mr. at an tournament in Kuwait. The Player and his partner won the match. It is alleged that the Player’s involvement in fixing Match 7 constitutes a breach of Sections D.1.d, D.1.b and D.2.a.i of the 2017 TACP.

191. The ITIA relies on the following evidence to establish the Player's involvement in the fixing of this match: communication between [REDACTED] and the Player on the day of the match (and in particular, a message from [REDACTED] to his contact "Leny" saying "Tele", another message to the Player saying "T", and a missed call from the Player on [REDACTED] phone); screenshots of the match on [REDACTED] phone, a photograph of a betting slip on [REDACTED] phone (showing a bet on Mr. [REDACTED] and Mr. [REDACTED] to win the [REDACTED] game of the [REDACTED] set); and findings by AHO McLaren in a decision of 19 April 2023 stating that the Player is a known intermediary of [REDACTED]
192. The AHO finds that in light of [REDACTED] *modus operandi*, the screenshots on [REDACTED] phone as well as the photograph of the betting slip suggest that Match 7 was fixed. This is all the more so since [REDACTED] bet that Mr. [REDACTED] and Mr. [REDACTED] would win the [REDACTED] game of the [REDACTED] set proved accurate.
193. The AHO notes, however, that the player serving the [REDACTED] game was not the Covered Person, but rather his partner Mr. [REDACTED]. Thus, the score card does not in itself constitute a helpful element to determine the Player's involvement in the outcome of the [REDACTED] game of the [REDACTED] set.
194. Nevertheless, the exchanges that took place between [REDACTED] and "Leny" prior to the match are, in the AHO's view, sufficiently telling. A first WhatsApp message – "Tele" – was indeed sent by the contact "Leny" on the morning of the match. Such contact corresponds to the one that had been added to [REDACTED] phone on [REDACTED] September 2017 and which, it has been established by the AHO, is likely to correspond to the Player. Moreover, it is more likely than not that the message "Tele" means "Telegram" and thus that it constitutes an invitation by the Player to communicate with [REDACTED] via the secured platform Telegram. Given that no written messages were subsequently sent on WhatsApp, it is likely that [REDACTED] and the Player pursued their conversation on Telegram. Separately, it is undisputed by the Player that the WhatsApp message "T" was indeed sent to his personal phone number. Again, the AHO infers from such message that [REDACTED] invited the Player to consult Telegram in order to communicate in a secured manner. Further, the missed voice call from "Leny" on [REDACTED] phone, less than an hour before the start of the match, corroborates the idea that it is likely that the Player and [REDACTED] exchanged information in relation to this match.
195. Finally, turning to AHO McLaren's findings in his decision of 19 April 2023, it is uncontested by the Parties that such decision does not have *res judicata* vis-à-vis the Player and the issues at stake in the present proceedings, and that it rather corresponds to an element of fact, or to additional circumstantial evidence, which the AHO may - or may not - take into account in the exercise of his discretionary power. In the present case, AHO McLaren's allegation that the Player would be a "known [REDACTED] 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 [REDACTED] with a view to contriving the outcome of this match (and in particular of the [REDACTED] game of the [REDACTED] set).
196. 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.
197. 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.

198. However, whilst there are traces of communications between [REDACTED] 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: [REDACTED] match ([REDACTED] v. [REDACTED] MITJANA) on [REDACTED] November 2017 at the [REDACTED] tournament in Kuwait**

199. **Match 8** was a [REDACTED] match between the Player partnering with Mr. [REDACTED] against Mr. [REDACTED] and Mr. [REDACTED] at an [REDACTED] tournament in Kuwait. Mr. [REDACTED] and Mr. [REDACTED] won the match [REDACTED]. It is alleged that the Player's involvement in fixing Match 8 constitutes a breach of Sections D.1.d, D.1.b and D.2.a.i of the 2017 TACP.

200. The ITIA relies on the following evidence to establish the Player's involvement: the reference to this match in the Belgian criminal file; the screenshots of the match saved on [REDACTED] phone; the photograph of a betting slip on [REDACTED] phone (showing a multi-bet according to which Mr. [REDACTED] and Mr. [REDACTED] were to win the match); WhatsApp exchanges on the day before the match between [REDACTED] and a contact allegedly corresponding to the Player; and AHO McLaren's allegations concerning the involvement of the Player during Match 8, in his decision of 19 April 2023.

201. The AHO is satisfied that the reference to this match as a suspicious match in the Belgian criminal file, the screenshots of the match on [REDACTED] phone, and the photograph of the betting slip on [REDACTED] phone (showing a bet which turned out accurate) – put together – constitute circumstantial evidence from which one can infer that it is more likely than not that the match was fixed by [REDACTED] and his criminal network.

202. As regards whether or not it is likely that the Player would have been involved in the fix, the AHO finds the potential communications between [REDACTED] and the Player to be extremely relevant. Yet, the AHO distinguishes between the different WhatsApp messages mentioned by the ITIA and finds that they cannot all be attributed to the Player. On the one hand, it has not been established that the messages "Tele" sent from the number [REDACTED] would have been sent by the Player (as the findings from the analysis of [REDACTED] phone by the Belgian criminal investigators do not specify which contact sent such messages). On the other hand, it is not disputed by the Player himself that on the evening before the match, he received on his personal mobile phone a WhatsApp message saying "T", from a certain "[REDACTED] [REDACTED]". According to the AHO, it is likely that with that latter message, which is considered to have been sent by [REDACTED] 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 [REDACTED] continued communicating via Telegram (and unlikely that the Player simply ignored such message, as alleged by him in these proceedings).

203. The above message is in itself very suspicious and, considering [REDACTED] *modus operandi*, it constitutes circumstantial evidence establishing that it is more likely than not that [REDACTED] 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.

204. Looking at the score card, the AHO notes that the Player [REDACTED] both service games during the [REDACTED] set. His [REDACTED] service game was [REDACTED] following a double fault made at a strategic deciding point: the Player was indeed leading [REDACTED] and his double fault prevented him from winning the game. The Player then started his second service game (which was decisive, since his opponents had already won 5 games) with two double faults, enabling his opponents to reach [REDACTED] and to

subsequently win the game. Whilst the Player's on-court playing during the [REDACTED] set is very suspicious, the Player did not make any other double faults during the second set. In fact, the Player seems to have used his best efforts to win his [REDACTED] serving game: faced with [REDACTED] the Player and his partner then won two points, reaching deuce, following which they ultimately [REDACTED] the game. The Player then won his second service game, at a stage of the match where losing it would have enabled his opponents to reach 5-3 (instead of [REDACTED] and thus to likely win the set. Thus, the Player's on-court playing during the [REDACTED] set only is suspicious.

205. In the AHO's view, this is however sufficient to infer that it is more likely than not that the Player attempted to contrive the match (or at least, the [REDACTED] set thereof).
206. Turning to AHO McLaren's findings in his decision of 19 April 2023, it has been established that such decision is to be treated as an element of fact, or as additional circumstantial evidence, which the AHO may take into account in the exercise of his discretionary power. 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.
207. 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.
208. 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.
209. 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: [REDACTED] match ([REDACTED] v. [REDACTED] MITJANA) on [REDACTED] May 2018 at the [REDACTED] tournament in Egypt**

210. **Match 9** was a [REDACTED] match between the Player partnering with Mr. [REDACTED] against Mr. [REDACTED] and Mr. [REDACTED] at an [REDACTED] tournament in Egypt. Mr. [REDACTED] and Mr. [REDACTED] won the match [REDACTED]. It is alleged that the Player's involvement in fixing Match 9 constitutes a breach of Sections D.1.d, D.1.b and D.2.a.i of the 2018 TACP.
211. The ITIA relies on the following evidence to establish the Player's involvement in the fix of this match: the reference to this match as a suspicious match in the Belgian criminal file; WhatsApp messages between [REDACTED] and three different accomplices (including screenshots of the game and messages from [REDACTED] stating "*Win [REDACTED] [REDACTED] 'win [REDACTED] / [REDACTED] [REDACTED] + [REDACTED] mitjana will lose the [REDACTED] break of the [REDACTED] set*"); photographs of betting slips relating to this match; a WhatsApp conversation between [REDACTED] and [REDACTED] allegedly referring to profits they made and to a payment to an email address that happens to be listed by the [REDACTED] [REDACTED] as belonging to one of [REDACTED] mules; a note on [REDACTED] phone made on [REDACTED] May 2018 at 9:32 [REDACTED] stating "*Mitj: 0.0*" (showing that at that point, no fix had been made yet); a message from "LENY.FR" to [REDACTED] sent on [REDACTED] May 2018, asking [REDACTED] at what time he would be in Paris and

informing him that he would be able to come to “the station” (to which ■■■ replied that he would be there around 8pm and that he would give him the exact time); another note on ■■■ phone, entered on 27 May 2018 and stating “Mitj.: 0.0” (indicating that no money was owed anymore to the Player); and a message sent by “LENY.FR” to ■■■ on 28 May 2018 stating “New number: Lény”, shortly after which ■■■ entered a new number in his contact list.

212. The AHO is satisfied that the different WhatsApp messages between ■■■ 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 ■■■ fixed this match.
213. As regards the Player’s potential involvement in the fix, it is noteworthy that the Player and his partner ■■■ the two sets as predicted by ■■■ and, more significantly, that their second service game of the second set (which was the object of a specific bet by ■■■ and which was served by the Player) was ■■■ by the latter. In particular, the Player only scored one point during such game.
214. Even more suspicious are the notes that were found on ■■■ 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 ■■■ 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 ■■■ *modus operandi*), since ■■■ subsequently drafted another note stating “Mitj.: 0.0” on 27 May 2018. Had the “0.0” amount remained unchanged after the match on ■■■ May, then ■■■ would not have needed to re-enter this figure in a new note 9 days later.
215. It is also significant that a few days after the match, the Player wrote to ■■■ via Telegram with a clear view to meeting him at a station in Paris. Again, given ■■■ *modus operandi*, it is more likely than not that “the station” was Gare du Nord (in Paris) and that the Player intended on meeting ■■■ there to receive a payment in cash. Whereas the Player alleges that it has not been established that the telephone number from which the message was sent belonged to him, it is more likely than not, given the singularity of the Player’s name amongst professional tennis players, and given the fact that the tennis players in contact with ■■■ had multiple telephone numbers, saved under a variety of nicknames, that the contact “LENY.FR” referred to the Player.
216. 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.
217. 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 ■■■ at a station in Paris), such that the breach of Section D.2.a.i. of the 2018 TACP is also established.
218. 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: [REDACTED] match between [REDACTED] and [REDACTED] on [REDACTED] May 2018 at the [REDACTED] Tournament in Sweden**

219. **Match 10** was a [REDACTED] match between Mr. [REDACTED] and Mr. [REDACTED] on [REDACTED] May 2018 at an [REDACTED] tournament in Sweden. Mr. [REDACTED] won the match [REDACTED] (and Mr. [REDACTED] retired after the [REDACTED] set). It is alleged that the Player's role as intermediary between [REDACTED] and Mr. [REDACTED] in relation to Match 10, constitutes a breach of Sections D.1.e, D.1.b and D.2.a.i of the 2018 TACP.
220. The ITIA relies on the following evidence to prove the Player's involvement as intermediary: WhatsApp messages sent between "LENY.FR" and [REDACTED] on the evening before the match, including a message from "LENY.FR" asking [REDACTED] "*you can tell me for Crep he plays tomorrow morning*"; and findings from AHO McLaren in the case *ITIA v. [REDACTED]* relating to the Player.
221. As regards firstly the messages between "LENY.FR" and [REDACTED] it is likely that they correspond to a communication between [REDACTED] 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 [REDACTED] next to the name "Leny". In such notebook, two numbers are listed next to the name "Leny": the latter number, and a phone number which the Player has confirmed belonged to him. Thus, it can be inferred from the association of these two phone numbers in [REDACTED] notebook (next to the name "Leny"), that the second phone number which was saved as "LENY.FR" in [REDACTED] phone also belonged to the Player.
222. Turning to the contents of the messages between the Player and [REDACTED] it appears that the Player intended on using Telegram (when sending [REDACTED] a WhatsApp message stating "T" on 14 May 2018 in the evening) but that Telegram was not functioning properly (as indicated in [REDACTED] reply: "*T no longer works very well*", "*I write you with another mnt*"). The Player therefore asked [REDACTED] via WhatsApp, "*you can tell me for Crep 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 ([REDACTED] May 2018).
223. In the subsequent exchange of messages between [REDACTED] and the Player, [REDACTED] provides the latter with a different phone number to reach him via Telegram, and the WhatsApp messages cease thereafter. Given [REDACTED] *modus operandi*, it is likely that the Player and [REDACTED] pursued this conversation via Telegram, which explains that no written trace of the same exists.
224. 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.
225. 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.*"
226. In addition, considering that in the present case, it seems that it is the Player who reached out to [REDACTED] and that there exists no evidence showing that the Player subsequently received any offer (let alone, any money or benefit) from [REDACTED] 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:** [REDACTED] match ([REDACTED] PETIT v. [REDACTED] on [REDACTED] May 2018 at the [REDACTED] tournament in Tunisia

227. **Match 11** was a [REDACTED] match between Mr. [REDACTED] and Mr. Petit, against Mr. [REDACTED] and Mr. [REDACTED] on [REDACTED] May 2018 at an [REDACTED] tournament in Tunisia. Mr. [REDACTED] and Mr. [REDACTED] won the match [REDACTED]. It is alleged that the Player's role as intermediary between [REDACTED] and Mr. [REDACTED] in relation to Match 11, constitutes a breach of Sections D.1.e, D.1.b and D.2.a.i of the 2018 TACP.

228. The ITIA relies on the following evidence to prove the Player's involvement as intermediary: the reference to this match as a suspicious match in the Belgian criminal file; messages between "LENY.FR" and "[REDACTED]" (which is a Telegram allegedly name used by [REDACTED] on [REDACTED] May 2018, including a message saying "2 sets 0 confirmed with [REDACTED] and Mr. [REDACTED]" testimony before the French police.

229. As regards the communications between "LENY.FR" and "[REDACTED]" 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 [REDACTED] ("[REDACTED]" being one of the nicknames used to refer to [REDACTED]

230. Turning to the actual content of the exchange that took place between the Player and [REDACTED] on [REDACTED] May 2018, it can be inferred from the same that the Player acted as intermediary between [REDACTED] and Mr. [REDACTED] with a view to fixing Match 11. The particular messages are particularly telling in this respect:

*Leny NI2 Do you have an offer for Bauv ?*

[REDACTED] [REDACTED] set > 700 + 300 1s set : [REDACTED] > 1500 + 500 6/1 > 1000 + 500 6/2 > 1000 + 500 [REDACTED] > 1500 + 500 [REDACTED] + [REDACTED] set : [REDACTED] > 2000 + 500  
*It is for the double*

*Leny NI2 Yes  
[...]*

*Leny NI2 Apparently  
Petit would use someone but not sure  
We still do or not?*

[REDACTED] *If they have already fixed with someone else, we will not be able to do*

*Leny NI2 I do not think they have fixed  
Listen let's do it  
2 sets 0?  
We'll see after*

[REDACTED] *I can do , but if they have fixed with somebody else, I will not be able to pay .*

*Leny NI2 Alright so we will see what you can give  
Let's start on 2 sets 0 1500+500*



*Confirmed ?*

[several messages and calls]

*Leny NI2 2 sets 0 confirmed with [REDACTED]*

*[REDACTED] Okay*

231. 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 [REDACTED] and that Mr. [REDACTED] agreed with the Player to lose the two sets of the [REDACTED] match.
232. Moreover, while the conversation between the Player and [REDACTED] that took place after the match indicates that the fix did not take place as planned (because Mr. [REDACTED] partner, Mr. Petit, would have accepted to contrive the outcome of the match with another person than [REDACTED] this is irrelevant for the purposes of establishing a breach of the TACP. Section D.1.b. of the 2018 TACP indeed forbids the solicitation of any person or facilitation of wagers on the outcome of any aspect of a match – without requiring the same to lead to a “successful” result for the bettors. Likewise, Section D.1.e. of the 2018 TACP forbids players to solicit or facilitate any player to not use his/her best efforts in any match. The mere proof that a Covered Person has solicited a tennis player to fix a match, or facilitated the same, is therefore sufficient to establish breaches of these two Sections.
233. 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 [REDACTED] 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.
234. 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).

## **V. SANCTIONS**

235. On the one hand, the ITIA submits that it is reasonable, proportionate and in line with the ITIA Sanctioning Guidelines that the Player be ordered to serve a life ban from the sport of tennis and pay a fine of USD 75,000.
236. The Player, on the other hand, denies having committed any of the offenses listed in the Notice and consequently argues that none of the sanctions requested by the ITIA should apply to him. The Player adds that in any event, the sanctions requested by the ITIA are disproportionate.
237. The AHO has attentively reviewed and considered each Party’s submissions and arguments in relation to the applicable sanction, without the need to reproduce the same in this Decision.

238. Moreover, while the AHO retains full discretion in relation to the sanctions to be imposed in accordance with the TACP, he deems it appropriate to follow the different steps proposed by the ITIA Sanctioning Guidelines.
239. **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.
240. 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 ■ 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 ■ to use Telegram to communicate, as found under Match 10 above. It has moreover been established that the Player has acted as intermediary between ■ 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.
241. 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 – and particularly since it has been established that he would have received at the very least one payment in cash from ■ at Gare du Nord (in Paris). In the absence of any trace of the gains perceived by the Player, the AHO cannot however conclude that the Player would have gained higher amounts than a material gain. The appropriate category of impact of the offenses committed by the Player therefore is “Category 2”.
242. **Step 2** consists in determining the starting point to reach a sanction.
243. Pursuant to the ITIA Sanctioning Guidelines, the starting point for offenses falling within the Category 2-A is a 10 year suspension.
244. In the present case, there are no aggravating factors which could lead the AHO to increase the 10-year suspension. In particular, the Player has not impeded or hindered in any way the ITIA investigation nor the present proceedings. Conversely, no mitigation factor exists either. The Player has indeed not expressed any remorse, nor has he demonstrated that he has actively been taking steps to address his offending behaviour. There is therefore no reason to reduce the 10-year suspension sanction.
245. 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 5-10 Major Offenses

proven, the fine scale ranges between \$25,001 and \$50,000. 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 than 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.

246. Considering the above, the AHO issues the Orders set out below.

## **VI. ORDERS**

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 Event 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.

**Paris, 22 December 2023**



**Mr. Philippe Cavalieros**  
**AHO**