

**In The Matter of a Notice of Major Offenses pursuant to the Tennis Anti-Corruption
Program (“TACP”) 2022**

Before Anti-Corruption Hearing Officer, Ian Mill KC

BETWEEN:

INTERNATIONAL TENNIS INTEGRITY AGENCY

-AND-

(1) NASTJA KOLAR

(2) ALEXANDRA RILEY

DECISION ON LIABILITY

Introduction

1. On 26 May 2022, the International Tennis Integrity Agency (“ITIA”) issued a Notice of Major Offense under Section G.1.a of the TACP 2022 against Nastja Kolar (“Ms Kolar”) and Alexandra Riley (“Ms Riley”), tennis players who, it was asserted (and accepted), were Covered Persons during each of the several annual iterations of the TACP with which these proceedings are concerned (namely, 2015 to 2020).

2. The Notice contains no fewer than 56 Charges (39 against Ms Kolar and 17 against Ms Riley). In broad outline, those Charges alleged violations of the TACP in the following respects:

- a. Collaboration by both players in contriving aspects of specified matches in which Ms Riley participated for the purposes of wagering on tennis by, among others, Ms Kolar.
- b. Contriving by Ms Kolar of aspects of specified matches in which she participated.
- c. Wagering on tennis by Ms Kolar.
- d. "Courtsiding"¹ by both players during a specified period of time.
- e. Failures by both players to comply with demands made by the ITIA.
- f. Failures by each player to report the Corruption Offenses committed by the other of them.

3. Both players denied all of the Charges against them and requested a hearing.

4. That hearing took place – remotely as far as the players were concerned – over the course of five days between September and December 2022. The ITIA was represented by Mr John Thomas of [REDACTED] Hulseley & Busey, Florida Attorneys and by Ms Julia Lewis, ITIA Legal Counsel . Ms Kolar was represented by Odvetnik Matjaz Pajk of Odventiska Pisarna Pajk, a firm of Slovenian lawyers (albeit that, in reality, in

¹ At the time of the Offenses alleged, the TACP did not use the expression "Courtsiding". It is used in the Notice (and in this Decision) as a convenient shorthand for the Offense under Section D.1.b of the relevant TACP of transmitting contemporaneous results of any aspect of a Match for the purpose of facilitating or soliciting wagering.

substantive part she represented herself). Ms Riley was represented by Mr Joseph Heffern of Rogers Counsel, Pennsylvania Attorneys.

5. I derived a great deal of assistance from each of those representatives and would wish to register and emphasise my appreciation for their cooperation and their industry.

The Players' Responses

6. As indicated above, both players denied all the Charges against them and requested a hearing. Beyond this initial identity of approach, the nature of their responses could not have been more divergent.

7. Ms Kolar gave detailed written responses to each of the Charges against her – by four responsive briefs, supplemented by a succession of emails, and by witness statements of eight witnesses (including three statements from Ms Kolar herself). Seven of those eight witnesses tendered themselves at the hearing for cross-examination on behalf of the ITIA.²

8. Ms Kolar's defence to each of the Charges was categorical and unequivocal – she had not contrived any aspect of any of the specified matches (as a player, she always gave 100%); she had never bet on any aspect of any tennis match; she had never been involved in courtsiding; she had fully cooperated with all demands made by the ITIA; there were no Corruption Offenses by Ms Riley to report.

9. Ms Riley, on the other hand, chose not to make any witness statement and declined to make herself available for cross-examination at the hearing. Accordingly, the nature of the case advanced on her behalf was that, in respect of each of the Charges against her, the ITIA had failed to discharge the burden upon it to establish the commission of the Offense on the preponderance of the evidence.

² The health of one of Ms Kolar's witnesses, ██████████ did not permit her attendance for that purpose. As noted by me at the end of the hearing, I decided (without objection from the ITIA) that I would take her written evidence into account, albeit giving it the appropriate weight due to evidence that has not been subjected to oral challenge.

10. In my judgment, the key to resolving the issues raised in these proceedings turns largely upon my assessment of the credibility of the witnesses who gave evidence before me, when viewed in the light of the contemporaneous documentation and their written evidence.

11. However, a number of legal submissions were also made during the hearing, with which it is convenient to deal at this stage.

Legal Issues

(1) Adverse Inference

12. In relation to its case against Ms Riley, the ITIA invites me to draw an inference adverse to Ms Riley as a result of her decision not to make herself available for cross-examination at the hearing.

13. Following exchanges of written submissions on this issue, it appears that there is agreement that such an inference can be drawn in an appropriate case, but disagreement as to whether the present case is an appropriate one.

14. In the case of *Geiger v ██████ of Lakeland Inc*, the District Court of Appeal of Florida, Fourth District³, stated that: *“It is a general rule that the failure of a party to appear or testify as to material facts within his knowledge creates an inference that he refrained from appearing or testifying because the truth, if made to appear, would not aid his contention.”* However, the Court continued: such an inference *“is not warranted when there has been a sufficient explanation for such absence of failure to testify”*. Mr Heffern for Ms Riley relies upon one example given by the Court of such an explanation: *“any testimony of such party would be purely cumulative of that already established by other competent evidence”*.

³ Of particular relevance, given that the TACP is expressly governed in all respects by Florida law – see e.g. Section K.2 of the 2022 TACP.

15. In summary, Mr Heffern contends that his client has been fully interviewed by the ITIA on three separate occasions and would have been available for a fourth interview had the ITIA so requested. Moreover, Ms Riley has accepted that her statements made in interview can be used as evidence in these proceedings. In consequence, her decision not to appear is justified – *“any further evidence from her is unnecessary”* and *“the ITIA has failed to identify any testimonial evidence Ms Riley “suppressed” by deciding not to voluntarily testify a fourth time”*.

16. In fact, Mr Thomas has identified particular aspects of the case against Ms Riley on which the ITIA would have wished to cross-examine her (see the Day 5 Transcript, pages 64-65). However, it seems to me that there is a more fundamental answer to Mr Heffern’s submission. The ITIA can, of course, rely upon any admissions made by Ms Riley in her interviews, but she has denied all the Charges against her, and it is the factual case advanced by her in interview which is consistent with those denials that would have been tested in cross-examination. Whether or not, as a witness in these proceedings, her answers would have been the same as those previously given in interview cannot be predicted with any confidence.

17. Accordingly, I have concluded that it would be appropriate for me to draw the inference against Ms Riley for which Mr Thomas contends. That said, in my view there is a very important qualification to the significance of this conclusion. In the English Court of Appeal decision in *Wisniewski v Central Manchester Health Authority*, it was made clear that an adverse inference should only be drawn in relation to an issue in a case where there was a case to answer on that issue – i.e., where there was some evidence which called for a response. I propose to follow that approach. In consequence, given the bases (as described below) for the Charges against Ms Riley, the success or otherwise of the ITIA’s case against Ms Kolar will be highly significant in determining whether there are any adverse inferences to be drawn in relation to the Charges faced by Ms Riley.

18. For that reason, this Decision deals first with the case against Ms Kolar before dealing with the case against Ms Riley.

(2) Admissibility of evidence

19. On behalf of Ms Kolar, Mr Pajk contends, on two separate bases, that I should not take into account in my Decision evidence relied upon by the ITIA derived from analyses of data extracted from Ms Kolar's two mobile telephones, which were obtained from her for that purpose on 7 October 2019.

20. Mr Pajk's first objection is by reference to the provisions of the 2019 TACP. He acknowledges that, under Section F.2.c of that year's TACP, the TIU⁴ was entitled to demand access to those mobiles (*"the TIU may make a Demand to any Covered Person to furnish to the TIU any object or information regarding the alleged Corruption Offense, including, without limitation, (i) personal devices (including mobile telephones...)"*). That, however, did not, according to Mr Pajk, entitle the ITIA to use in evidence the contents of those mobiles, save insofar as expressly provided for in that Section (e.g. social media accounts). Much of the evidence relied upon by the ITIA (e.g. photographs) was not expressly provided for in that Section and is therefore not usable against Ms Kolar. I do not accept this submission. As appears in the passage quoted above, Section F.2.c refers to *"any information...including, without limitation..."* The contents of Ms Kolar's mobiles were (and are) *"information"* for the purposes of that Section. As for the scope of the permitted use of such information, Section F.2.c refers (unsurprisingly) to its disclosure *"in furtherance of the prosecution of a Corruption Offense"*. Accordingly, Mr Pajk's first basis of objection fails.

21. Mr Pajk's second basis of objection relies upon Ms Kolar's rights under the European Convention on Human Rights – in particular (presumably) Article 8 (the right to a private life). There are two reasons why this second basis of objection also fails. First, because there is no case (to my knowledge) which has treated a sports governing body as a public authority subject to the duties imposed by that Convention. Secondly, even if the ITIA or its predecessor were such a body, any

⁴ The predecessor of the ITIA.

interference with Ms Kolar's Article 8 rights would not involve an infringement of those rights unless that interference could not be justified. In my view, such a justification would be likely to be established, having regard to: (i) the public interest in fighting corruption in international sport, and (ii) Ms Kolar's annual consent⁵ to the terms of Section F.2.c or its equivalent when signing up to the Player Welfare Statement (see the ITIA's Initial Brief, paragraph 4). Finally, I should mention that Mr Pajk also referred in passing to what he thought was, or should be, the level of protection afforded to Ms Kolar under Florida law and the US Constitution. I have no doubt that the provisions of the TACP, drafted by Florida attorneys and expressly governed by Florida Law⁶, will have fully taken into account such matters.

(3) Limitation

22. Finally on legal issues, Mr Pajk on behalf of Ms Kolar submitted that the ITIA was out of time for bringing these proceedings. He referred me to Section C.2 of the 2022 TACP, which provides that any proceedings have to be commenced within either (i) eight years from the date that the Corruption Offenses allegedly occurred or (ii) two years after the discovery of such alleged Corruption Offense, "*whichever is later*". These proceedings were commenced on 26 May 2022. The Notice alleges Corruption Offenses between 2015 and 2020. Those alleged Offenses took place, therefore, less than eight years before these proceedings commenced. They have consequently been brought in time, irrespective of any question of passage of time relating to discovery of the Offenses alleged.

Factual Issues

(1) The Charges

23. The process of setting out the specifics relating to all 56 Charges has been one in which I have sought and obtained particularly helpful assistance from the parties.

⁵ See the case of *Pechstein* in the German Federal Court of Justice.

⁶ See footnote 3 above.

They have between them compiled a Schedule which identifies each Charge against each player, the response of the player concerned and the ITIA's reply, specifying in each case all evidence relied upon⁷. I attach this Schedule to this Decision. It is to be treated as part of this Decision.

24. I will in due course address the parties' submissions by reference to each Charge and to the Schedule's contents. In order to be able to do so clearly, however, I propose first: (1) to set out a brief factual background; (2) to set out my conclusions on the witness evidence adduced by the ITIA and by Ms Kolar which I received, and (3) to identify what are to my mind the key factual issues and my conclusions on them.

25. As indicated above, I propose to deal first with the merits of the ITIA's case against Ms Kolar before considering the position in which Ms Riley finds herself.

26. It is important to observe at this point, that it would not be practicable for me in this Decision to mention and set out my thoughts on every single one of the very many factual issues and contentions which are raised by the voluminous materials placed before me. However, I wish to assure the parties that, in the detailed examination which I have undertaken of the evidence and submissions in these proceedings, I have given due consideration to the entirety of that material and taken it into account in the overall conclusions I have reached.

(2) A brief factual background

27. Ms Kolar is a professional tennis player from Slovenia. Ms Riley is a professional tennis player from the USA. Ms Kolar has been a Covered Person since 2012, Ms Riley since 2010.

⁷ In fact, the Schedule does not address all the evidence – it was not updated to include the last minute evidence relating to Mr ██████████ (see below).

28. Ms Kolar and Ms Riley first met in November 2017, when they played in a doubles match together. Thereafter, they became very close friends. They were travelling partners and frequently played doubles together. ██████████ acted as Ms Kolar's tennis coach from time to time. They shared access to at least one financial account – a Neteller account registered in the name of ██████████. When not together, Ms Kolar and Ms Riley would communicate with each other by telephone and by messaging on a daily basis – indeed, many times each day.

29. When not speaking to Ms Riley or playing tennis, Ms Kolar spent much of her time (it appears) communicating via an app, Telegram, with a group of people – she did not know their real names, they only used nicknames – who shared Ms Kolar's enthusiasm for online casino gambling.

30. The ITIA's predecessor, the TIU, began an investigation into Ms Kolar when it received betting alerts reported to it by the European Sports Security Association (ESSA) regarding Ms Kolar's match on ██████ February 2016 against ██████ ██████ at an ██████████ t in Turkey. ESSA subsequently supplied an alert to the TIU relating to Ms Riley's match on ██████ November 2017 (one week after Ms Riley and Ms Kolar had met) against ██████ ██████ at an ██████████ t in Senegal.

31. The TIU interviewed Ms Kolar four times in 2019 and also interviewed Ms Riley three times between 2018 and 2020. The TIU conducted forensic extractions of both players' mobile phones in October 2019.

32. These proceedings are the product of the investigations into the activities of both players.

(3) The Witnesses

33. I shall deal with the witnesses who gave evidence at the hearing in the order in which they appeared, save that, for reasons which I will explain, I shall deal with Ms Kolar last.

(A) The ITIA's witnesses

(i) Mark Swarbrick

34. Mr Swarbrick is the ITIA's Betting Liaison Officer. His role is to analyse data supplied by members of the betting industry, which they deem suspicious in nature. His evidence related to his analysis of the 31 bets placed by six Swedish betting accounts on matches in which Ms Kolar had participated. He had been asked to consider the probability of prevailing on those wagers without the outcome having been fixed. His opinion was that it was highly likely that those wagers (all but one of which were successful) had been made with prior knowledge of the outcome of the markets on which they had been placed.

35. Mr Swarbrick has had a very lengthy career involvement in the betting industry. It was not suggested that he was ill-equipped to carry out his analysis or that he was not entitled to reach his conclusion. A question perhaps arises as to the significance of that conclusion, given that he was not given any further data relating to the success or otherwise of bets placed by those same accounts on other matches in which Ms Kolar had not played⁸. Nonetheless, he came across as a measured witness whose opinions should command respect. I have proceeded on that basis.

(ii) ██████████

36. ██████████ has been a ██████████ for ITF Men's and Women's events since 2018. His evidence related to his observation of Ms Kolar and Ms Riley at two tournaments in Singapore in May 2019. His witness statement refers to both players typing constantly on their mobile phones while watching matches on the centre court. In oral evidence, however, they were not only typing but speaking on their mobile phones. It also became apparent during his oral testimony that he had no

⁸ See paragraph 78a below.

clear recollection of how long he had observed them using their mobile phones. Overall, while he was clearly doing his best to assist, I found myself unable to find [REDACTED] testimony persuasive (when viewed in isolation) on the question whether either Ms Kolar or Ms Riley was in fact courtsiding on the occasions to which [REDACTED] refers. Nonetheless, I readily accept that: (i) this was his genuine opinion at the time; (ii) he found their behaviour highly unusual, and (iii) their behaviour was consistent with the behaviour of someone who was courtsiding.

(iii) Denise (“Dee”) Bain

37. Ms Bain is the Acting Senior Director of Investigations at the ITIA. She has been an investigator there (and, previously, at the TIU) for 12 years. Her two witness statements give helpful background information as well as explaining, and referring to evidence said to support, the ITIA’s case against the players. I discuss the substance of that evidence below. I did not find Ms Bain’s oral evidence particularly enlightening. On a number of occasions, she could not answer the question put in cross-examination other than by referring generally to the hearing bundle of documents. I have no doubt that Ms Bain was doing her best, but her evidence (leaving aside the important documentary references in her written statements) does not in my view advance matters significantly.

(iv) Steve Downes

38. Mr Downes is an Intelligence Analyst at the ITIA/TIU, a role which he has held for some five years. Before that, he had been an Intelligence Analyst with the Metropolitan Police Service in London, a role which he had held for 10 years. The analysis undertaken by him, to which his first two witness statements refer⁹, covered a number of aspects of the data extracted from the players’ mobile phones (including inferences and opinions derived from that analysis) and a helpful summary of the ITIA’s case on the fixing of aspects of specified matches by both players. Orally, he

⁹ His third witness statement introduced last minute evidence concerning a Chair Umpire, [REDACTED] [REDACTED]. I address that evidence below.

gave particularly significant evidence about mobile phone technology and the effects of Virtual Private Network (VPN) use. I refer to that evidence in the next section of this decision.

39. For now, I must state my disagreement with the characterisation given by Mr Pajk, in closing, of Mr Downes's evidence on these significant points, as "*unconvincing*". On the contrary, on these points and generally I found Mr Downes to be well-informed, authoritative, measured and clear. I have no hesitation in placing reliance upon his written and oral evidence in these proceedings.

(B) Ms Kolar's witnesses

(i) [REDACTED]

40. [REDACTED] was the first of a number of witnesses called by Ms Kolar primarily with a view to explaining how and why persons other than her had access to, and used, her mobile phone – and thus supporting the argument that the data analysed by Mr Downes did not establish betting activity on tennis matches by Ms Kolar.

41. [REDACTED] has been a friend of Ms Kolar since they met in [REDACTED]. His written evidence was that Ms Kolar allowed him to use her i-phone X to gamble because accounts in his own name (among others) had become blocked. He would use her mobile for periods of "*sometimes 2 weeks, sometimes 3 months but I gave her back when I didn't need it*". In oral evidence, however, he accepted that it would have made no difference whose mobile phone he used if he wanted to access accounts which were not blocked. Instead, his need for Ms Kolar's mobile phone was because his own mobile phone had been broken in February 2019 and he had not replaced it until March 2020. He had, in the interim, used a number of other people's mobile phones, including Ms Kolar's. Since [REDACTED] was traveling with Ms Kolar during 2019, I am prepared to accept that he may have used her mobile phone for betting purposes upon occasion while they were abroad together. However, absent corroboration, I would not be prepared to accept his evidence about the extent of

that usage. His change of evidence referred to above was unimpressive, and he gave no clear explanation as to why he had allegedly not replaced his mobile phone for a period of 13 months, especially given that he had previously been using his own mobile phone daily for the purposes of gambling.

42. Far from corroborating [REDACTED] on the length of time he had Ms Kolar's phone, Ms Kolar herself (when being interviewed by Ms Bain on 7 October 2019) stated that she did not lend her mobile phones out "*for several days or anything like that*".

(ii) [REDACTED]

43. [REDACTED] gave truthful evidence. She accepted that she did not know whether [REDACTED] accessed the [REDACTED] account she had set up for [REDACTED]. She corroborated [REDACTED] evidence of a broken mobile phone and use of other people's mobile phones and gave a plausible explanation for his failure to replace his handset (he preferred to use his money for gambling). She also gave evidence, which I accept, that her perception was that [REDACTED] often lent her mobile phone to others, as others would answer her calls.

(iii) [REDACTED]

44. [REDACTED] also gave truthful evidence. He had been involved in setting up the accounts to which his statement refers at the request of [REDACTED] and Mr [REDACTED] respectively. He had no knowledge as to possible use of those accounts by Ms Kolar.

(iv) [REDACTED]

45. [REDACTED] had very little recall of matters on which he was questioned. He gave confused evidence about the amount of use that he claimed to have made of either of Ms Kolar's mobile phones. His statement used the expression "*over and over*

again". At one point during his oral evidence, he appeared to concede that this had occurred only on a couple of occasions – which would make sense since it was only said to have occurred if the battery on his own mobile phone had died or if he was out with Ms Kolar and did not have his mobile phone with him. Insofar as he maintained that this occurred very frequently, I do not accept that evidence. Finally, it is important to note that his evidence was that he did not travel with Ms Kolar. He only used her mobile phone when they were in Slovenia together.

(v) ██████████

46. ██████████ evidence was called in response to significant new material which emerged late in the day involving the Chair Umpire, ██████████. Mr Downes explains in his third witness statement that on 7 November 2022, he learned that data extracted by the ITIA from one of ██████████'s five mobile phones on 4 October 2022 included WhatsApp chat and voice messages between ██████████ and "Nastja Kolar" which appeared to refer to match fixing and/or courtsiding activity¹⁰. Those same messages referred to ██████████ and appeared to implicate him in that activity as well. I have put the name "Nastja Kolar" in inverted commas because both ██████████ and Ms Kolar deny her involvement in the messaging which has been produced at the hearing.

47. ██████████ was shown/heard messages between ██████████ and "Nastja Kolar" and was driven to accept that the references in them to "██████████" and "██████████" were to him (not least because he accepted that he had played in the UTR tournament mentioned in a screenshot to which he was referred). His assertion was that he did not know ██████████ had never communicated with Ms Kolar (although she and ██████████ knew each other) and had no involvement in match fixing activity. He had no explanation for the content shown to him, which clearly suggested otherwise¹¹. Notably, he did not seek to explain away that content as

¹⁰ For convenience, I also attach to this Decision a chronological list of the chat messages to which this Decision refers (Exhibit A to Mr Downes's third witness statement).

¹¹ Day 4 Transcript, pages 23-31.

having any context or significance other than the one put to him in cross-examination by Mr Thomas on behalf of the ITIA. It seems to me that there is indeed no other credible explanation for that content.

48. I am therefore driven to conclude that ██████ did not tell the truth when giving evidence to me. Specifically: (i) ██████ did know ██████; (ii) ██████ was involved in match fixing activity as the messages described, and (iii) ██████ knew the "Nastja Kolar" who was party to those messages. On this last point, the facts that: (i) Ms Kolar knew ██████ ██████; (ii) ██████ was unable to suggest any person other than Ms Kolar as the participant in those messages with ██████ (iii) ██████ thought that the person speaking with ██████ on the voice message to which he listened sounded like Ms Kolar, are all factors to be taken into account when I decide whether it was indeed Ms Kolar who was participating in the messages which I have read/heard.

(vi) ██████ ██████

49. ██████ was a thoroughly unsatisfactory witness. Insofar as his evidence could be understood (and some of it was incomprehensible), it was knowingly false in several important respects and manifestly inconsistent in others. Specifically:

a. He said that he used the name "Nastja Kolar" to hide the real name of the person (██████, ██████) but he described "Nastja" as a shortened form of "██████" and said that he thought ██████'s surname was "Kolar".

b. He hid the real names of his contacts on his mobile phones because it was easier to remember them.

c. None of the communications which were produced at the hearing were about match fixing activity. They were about betting for fun.

d. None of the chats shown to him¹² related to any aspect of match fixing. The verb “working” referred to “betting for fun”.

e. He had never spoken to ██████ in his life and the reference to him in the messages was because “we follow UTR events and bet for fun on tennis matches”.

f. In relation to the voice message from “Nastja Kolar” which was played to him:

“...I want to work but first I want ██████ tank three matches and he pays back my money also because he gave me just \$1,500 and he still owes me and I want it all at zero then we start because this is mess what he did is so stupid so because every time I work then the guy takes from me you know but ██████ is the fucker not me so when ██████ tanks and it is all on zero then we can start easy for sure. Anyway now I can't play because I have Corona so February I will go to Romania just,”

██████ was constrained to accept that “tanking” to his knowledge meant deliberately losing. His explanation was that this was a match fixing arrangement to which he was not a party. If so, why would “Nastja Kolar” be telling him about it, in the context of “we” starting to work?

50. When it was pointed out to him (in the light of the last sentence of the voice message quoted above) that no person called ██████ had participated in two tournaments in Romania in February, but Ms Kolar had participated in both, ██████ responded that ██████ had changed her mind after leaving that message and had not travelled to Romania in February 2019 because she did not feel well. However, it was absolutely clear from the chat messages that the person

¹² Day 4 Transcript, pages 42-49.

communicating with ██████████ played in the Romanian tournament on 15 February 2019. When this was pointed out to him, his response was incomprehensible but seemed to suggest that he accepted that she had played after all. He finished his answer with the extraordinary comment about his alleged ██████████: *“How can I be sure? I don’t really know her”*. Then, in re-examination he changed his evidence again, suggesting that ██████████ may have gone to Romania in February 2019, but not played in any tournament but instead attended a training centre.

(vii) Nastja Kolar

51. Ms Kolar clearly possesses a formidable intellect. She used that intellect to good effect throughout the hearing – making submissions, asking questions and giving evidence. She had firm, categorical answers to every question posed and she exhibited a combative approach, which on occasion bordered on disdain, towards the efforts of the ITIA to prove its case against her.

52. There are two most likely explanations for Ms Kolar’s performance as described above. The first is that her case and her evidence are genuine and truthful, and her approach at the hearing was the product of understandable, if not justifiable, frustration at the ITIA’s maintenance of its case against her. The second is that her entire defence is a false construct which Ms Kolar defiantly challenges the ITIA to dismantle. Either of these scenarios is theoretically possible. What seems improbable if not impossible to contemplate is some other middle ground. In short, Ms Kolar is either telling the truth or she is an accomplished liar.

53. In order to be able to determine which of these two possibilities is the correct one, it is necessary first to have considered her evidence on what I regard as the key factual issues in the case which are relevant to her credibility and my findings in relation to those issues.

54. I therefore turn to consider those issues.

(3) The Key Factual Issues

(i) The ██████████ WhatsApp communications: was Ms Kolar a party to them?

55. For the reasons set out in paragraphs 46 to 50 above, I have concluded that I cannot accept as reliable any of the evidence adduced by ██████████ or ██████████ in support of Ms Kolar's position that she was not party to any of those communications.

56. The ITIA invites me to conclude, based only on the sound of the female voice on two of ██████████'s voice messages, that it is Ms Kolar who is speaking. Reference was made to legal authorities which, it was said, entitled me so to conclude in the absence of expert evidence to assist me. I am prepared to accept this proposition in principle, but I am unwilling to reach such a conclusion in this case. Any perceived similarity of voice – or lack of it - is a factor (albeit potentially an important one) to be considered in an overall assessment of all the evidence relevant to the question of the female's identity.

57. In the event, even Ms Kolar accepted that there was a similarity between her voice and that of the female speaking in the recorded messages, and in my view, she was right to do so.

58. The other evidence which I regard as material in this respect is as follows: [REDACTED]

a. The fact that ██████████ identified the person with whom he was communicating as "Nastja Kolar". Having rejected ██████████'s explanation for this, the use of Ms Kolar's name assumes obvious significance in the case against her.

b. The fact that the person communicating with ██████████ was clearly competing in a tournament in Romania at the relevant time (15 February 2019). Ms Kolar was competing in such a tournament at that time. Ms Kolar had, moreover, travelled to Romania to participate in that tournament -

which is what the female in the voice message quoted in paragraph 49f above had said she would be doing.

c. The fact that, as ██████ told us, the number of the mobile phone which the female was using to communicate with him was a Slovenian number.

59. Considering all this material in the round (and also taking into account my further views on other aspects of her evidence as set out below), I have reached the firm conclusion that it was indeed Ms Kolar who was communicating with ██████

60. I regard this conclusion as being particularly significant in the context of these proceedings not only because of its impact on the credibility of Ms Kolar's evidence generally but also because of the content of the communications themselves. As explained above in relation to the evidence of ██████ and ██████ what was being discussed in those communications was match fixing for the purposes of betting and match fixing in which Ms Kolar was or was to be an active participant. As explained later in this Decision, I also consider that courtsiding was being referred to. Notably, when offered the opportunity to provide any different explanation for the subject matter of these communications, Ms Kolar declined to do so. Her stated reason for this was that these were communications to which she was not a party. In my view, had there been a credible alternative explanation for the content of these messages, Ms Kolar would not have hesitated to deploy it.

(ii) The springboard application (com.apple.springboard)

61. As explained in his first witness statement¹³, Mr Downes on behalf of the ITIA relies upon a number of screenshots found on Ms Kolar's i-phone which show details of betting accounts which placed suspicious bets on Ms Riley's match against ██████ on ██████ November 2019. Ms Kolar's response was by reference to an

¹³ Paragraphs 153-157.

important underlying evidential theme in her evidence – her membership of a group who played casino online and communicated using the app, Telegram. Her assertion in the context of Mr Downes’s reference to these screenshots was that they came from the group chat and had been saved into her mobile phone’s memory automatically: *“Everything that was sent to group chat got saved in my media is why is there. Unless you delete it it stays saved in media. So nothing is mine”*.¹⁴

62. Mr Downes explains in paragraphs 6-7 of his second witness statement that, if (contrary to Ms Kolar’s case) those screenshots were taken by her mobile phone, they would have the com.apple.springboard package linked to them (springboard being the standard application that manages an i-phone’s home screen). Mr Downes goes on to state that he had identified 294 photos linked to that application on Ms Kolar’s i-phone, which included the screenshots to which he had referred in his first witness statement. So, none of those screenshots was (as Ms Kolar contended) an image automatically saved to her mobile’s image gallery.

63. Ms Kolar’s only response to this evidence was to assert (without any evidential support) that *“your technology works very bad”*. I am unable to accept that as an explanation. In the light of this and my views on Mr Downes as a witness¹⁵, I conclude that Ms Kolar was, contrary to her assertions, actively involved in the placing of the suspicious bets to which Mr Downes refers.

(iii) VPN technology

64. Mr Pajk, on behalf of Ms Kolar, challenged Mr Downes’s assertions as to the physical location of Ms Kolar when certain of her screenshots were taken, on the basis of her use of a VPN. In response, Mr Downes explained that photographs taken are geolocated via location services on an i-phone and thus not affected by the use of a VPN. I accept this explanation.

¹⁴ Kolar Reply Brief, page 21.

¹⁵ See paragraph 38 above.

65. Moreover, the particular screenshots to which Ms Kolar was referring were taken in [REDACTED] at a time when she was participating in a tournament there. Those screenshots referred to accounts which, according to Ms Kolar, were under the control of [REDACTED]. But [REDACTED] had made clear in his evidence (as previously noted by me) that he did not travel with Ms Kolar, and Ms Kolar did not suggest otherwise. The conclusion to be drawn from this is that Ms Kolar was in control of her i-phone at the relevant time.

(iv) “Working”

66. In its case against Ms Kolar, the ITIA asserted that when, in a particular WhatsApp message, Ms Kolar said she was “*working*” while watching an in-play tennis match, this was a reference to courtsiding. Ms Kolar’s response was that it meant “*translating that I did beside tennis to earn money*”. She continued that: “*Since we travel a lot we speak English perfect*” – in itself, a statement in far from perfect English. Be that as it may, I do not accept that response, and I have concluded that what the ITIA has contended is correct. There are strong indications in the materials before me that the word “working” in this context is almost a term of art among those who practise courtsiding. Thus, when [REDACTED] (according to his oral evidence) was approached by a courtsider, the phrase which he attributed to that person was: “*Ok man, do you want to work? You don’t put the score, we wait sometimes and everything?*” The word “work” also appears several times in Ms Kolar’s WhatsApp messages to [REDACTED], clearly in the context in each case of courtsiding.

67. The ITIA also points out that Ms Kolar, when specifying in interview her sources of income, did not refer to translation work. Ms Kolar in cross-examination sought to explain this away on the basis that earnings from translation work were so small as not to be worth mentioning. I did not find this explanation convincing, but in any event the money referred to in the [REDACTED] WhatsApp messages was far too large to qualify (e.g. “1700” for one set’s work) for such a description. Similarly, when

Ms Kolar messaged Ms Riley in October 2019 about what she was owed for working, it was \$3,000 for [REDACTED] plus work done in [REDACTED]

(v) Telegram

68. Ms Kolar gave wholly improbable evidence when asked in cross-examination what she meant by the message to her friend, [REDACTED]: “do you have the app? Come to TG”. According to Ms Kolar, “TG” was a reference to the nickname of a person – a person whom she was not prepared to identify. It was not a reference to the secure environment for messaging, Telegram. Ms Kolar invited attention to the transcript of [REDACTED] interview by Ms Bain as supporting her evidence. In fact, when asked about this, [REDACTED] said: “I don’t know what she’s talking about”. Mr Downes notes in his first witness statement¹⁶ that, a minute after her message to [REDACTED] Ms Kolar’s Apple Network Usage showed internet activity on her i-phone with the package name ph.telegram.Telegraph, indicating the Telegram app connecting to the internet as she used it. Further, in a message to Ms Riley (ITIA exhibit 78, line 1754), Ms Kolar wrote “on tg”, in a context which could only mean “on Telegram”.

69. It is also the case that Ms Kolar gave far from transparent answers to questions in interview about her use of Telegram. She said (strictly correctly) that she did not have the app, but she failed to disclose that this was so only because she had deleted it earlier the same day before the interview had commenced. She purported not to recall when she had done this. When asked by me how she played casino without Telegram, she suggested that she preferred to buy clothes when down, rather than gambling. It seems to me that this was not a genuine explanation for her decision to delete Telegram from her mobile phone when she did.

¹⁶ Paragraph 85.

(5) The evidence of Ms Kolar: conclusion

70. For all the reasons set out above, I am driven to conclude that Ms Kolar did not seek to assist by providing truthful evidence. On the contrary, her evidence was in substance false, and wilfully so.

71. It follows that I am unable to place any reliance upon her evidence when considering whether the ITIA has established its case on each of the Charges against Ms Kolar, save insofar as such evidence is supported by reliable independent testimony or documentation.

The Charges against Ms Kolar: Findings

72. This section of my Decision needs to be read together with the attached Schedule.

73. I propose in the first instance to consider the Charges against Ms Kolar that are not linked to allegations against Ms Riley.

(1) Charges 18 – 34 (see Schedule, pages 28 – 38)

74. Each of these Charges relates to the alleged contriving of an aspect of a match in which Ms Kolar participated as a player. In each case, the Offense is said to involve a breach of Section D.1.d of the relevant year's TACP¹⁷.

75. It is also the case in relation to each of these Charges that the foundation for the Charge is said to be:

- a. A suspicious bet placed in advance of a specific game, or a specific point in a specific game, in the relevant match.

¹⁷ 2015 or 2016.

b. A bet which, if successful, would involve a loss of the game or point concerned.

c. The loss would be one over which Ms Kolar had control and which she could therefore contrive to occur, by reason of the fact that she was the server in the game or on the point concerned.

76. Ms Kolar's response to each of these Charges is the same, as is the ITIA's reply to that response.

77. Accordingly, it is convenient and appropriate to deal with these Charges together.

78. Ms Kolar does not challenge the making or the outcome of the bets relied upon, nor the accounts which placed them. Her arguments are in summary as follows¹⁸:

a. The ITIA should have submitted data on all bets on the match in question, to see how much money those who bet had lost.

b. The "whole picture" would show that the bookmaker had won more than it had lost on that match.

c. The ITIA has failed to prove Ms Kolar's knowledge of the relevant betting or that she took any action based on that betting.

d. Ms Kolar has throughout denied any intent to contrive any aspect of any match.

e. The bets concerned were more likely to be the result of courtsiding.

79. As to these arguments:

¹⁸ Ms Kolar has also denied the ITIA's factual case as to her knowledge of an individual who controlled relevant betting accounts. I have not found it necessary to resolve this issue and have taken no account of the ITIA's contentions in this regard.

- a. I do not accept that bets other than from the accounts in question are relevant. The ITIA asserts (and I accept) that it has disclosed "*the universe of wagers that the suspicious bettors placed in relation to Ms Kolar's matches*".
- b. I do not regard the success or otherwise of the bookmaker's book overall on the matches in question as being of any relevance to the issue.
- c. As to Ms Kolar's alleged knowledge of the betting and actions based on that betting, the ITIA's case is an inferential one, deriving from a combination of: (i) the singular character of the isolated bets involved; (b) the outcome of those bets (having regard to the evidence of Mr Swarbrick – see paragraphs 34-35 above); (c) the identical nature of Ms Kolar's involvement in the events to which each of the bets related (see paragraph 75 above). In my opinion, that case is on the facts a powerful one.
- d. I am not prepared to accept as reliable Ms Kolar's uncorroborated evidence about her performance during these matches (see paragraphs 70-71 above).
- e. The suggestion that the relevant bets might have been placed after the relevant point/game had taken place with the benefit of courtsiding is entirely speculative and without evidential support. It also ignores: (a) the ESSA alert (see page 38 of the Schedule: "*it is unusual to see bets on point betting for the next game so far in advance*", and (b) the identical nature of Ms Kolar's involvement in each case.

80. In addition, of course, there is the highly significant [REDACTED] evidence. I refer to my conclusions on that evidence at paragraph 60 above. Clearly, Ms Kolar was (at least by then) in the habit of fixing aspects of tennis matches for financial gain.

81. For these reasons, I am satisfied on the preponderance of the evidence that the ITIA has established the commission by Ms Kolar of each of the Offenses alleged in Charges 18-34.

(2) Charge 35 (see Schedule, pages 39-48): Wagering on tennis

82. Before addressing the issues raised in the body of the Schedule in relation to this Charge (which alleges breaches of Section D.1.a of the TACP 2017 and 2019), I consider it appropriate to articulate what I consider to be the relevance in this context of the [REDACTED] evidence. Although I rejected his contention that his messaging with Ms Kolar was all about “*betting on tennis for fun*”, it is clearly correct that betting on tennis was an integral aspect of those messages. In my view, on a careful reading of the WhatsApp chat messages attached to this Decision, Ms Kolar’s activities evidenced thereby included not only match fixing for the purposes of wagering by others but (unsurprisingly) for wagering by herself as well. That is not to say that the ITIA has therefore proved this Charge, however, as the basis for this Charge is other evidence (addressed below). The relevance of the [REDACTED] evidence therefore that it shows a propensity on the part of Ms Kolar to wager on tennis, at least in 2019.

83. The central allegation made by the ITIA is that Ms Kolar controlled at least seven sports betting accounts on which tennis bets were placed by her – including on matches in which she or Ms Riley had played.

84. Of those accounts, one was registered in Ms Kolar’s name. Mr Downes gave evidence (first witness statement, paragraph 64) of its details and the fact that the account had two betting slips that included bets on tennis. Ms Kolar’s response in the Schedule is no more than a bare denial of the existence of the account. Mr Downes was not challenged on this when he gave evidence at the hearing. I have no hesitation in accepting Mr Downes’s evidence in this respect.

85. A second account was registered in the name of [REDACTED]. It had 173 betting slips that included bets on tennis – including a suspicious bet on one of Ms Riley’s matches (see Mr Downes’s first witness statement, paragraph 65). Ms Kolar’s response was that all the activity on that account was by [REDACTED] and reliance is placed on his evidence and that of [REDACTED] I refer to my analysis of

the evidence of those two witnesses in paragraphs 43-44 above. Neither of them asserted (as Ms Kolar contends) that ██████ had exclusive use of that account during the relevant period in 2019. ██████ gave no evidence on this. Unsurprisingly, ██████ could not say what access to it there had been by ██████ (see Day 2 Transcript, page 10). I found that ██████ exaggerated the amount of time that he had possession of Ms Kolar's i-phone. Nonetheless, I have been unable to discern in the evidence or submissions any bet on tennis that the ITIA has established was not placed by him.

86. The strongest point made by the ITIA is that ██████ account used the same password as ██████ (see below) – ██████ – a password that Ms Kolar used for Instagram and Facebook (██████ being the name of ██████). The ITIA contends that the only plausible explanation for this is that Ms Kolar controlled both accounts. I do not accept this – especially as ██████ was not cross-examined on such matters by the ITIA.

87. A third betting account was registered in the name of ██████ ██████. It had 150 betting slips including bets on tennis (see first witness statement of Mr Downes, paragraph 66). Ms ██████ (the ██████ of ██████) made a statement in which she confirmed that she at some point in or after 2018 gave control of that account to ██████ ██████.

88. Since a fourth account was registered in the name of ██████ himself (first witness statement of Mr Downes, paragraph 67) and a fifth account was opened by ██████ for use by ██████ (first witness statement of Mr Downes, paragraph 68), it is convenient to address these together.

89. These three accounts had between them some 350 betting slips that included bets on tennis.

90. As noted in paragraph 45 above, the key evidence given by ██████ was that he did not travel abroad – he only met up with Ms Kolar occasionally in Slovenia (see

Day 3 Transcript, page 6). That being the case, any identified bet on Ms Kolar's mobile placed through any of these accounts at a time when Ms Kolar was abroad was not placed by ██████████ accepted this in cross-examination (Day 3 Transcript, pages 6-8). His only equivocation was by reference to the suggestion which I have dealt with (in favour of the ITIA's case) at paragraphs 61-63 above.

91. Is there evidence showing bets placed using any of these accounts while Ms Kolar was abroad? I confess I have not found the ITIA evidence in this respect easy to follow, but I have concluded that the answer is yes – see paragraphs 38-43 of the first witness statement of Mr Downes, which address bets placed on Ms Riley's match with ██████████ ██████████ ██████████ on ██████████ October 2019, when Ms Kolar was in Egypt.

92. A sixth account, registered in the name of ██████████ ██████████ had three betting slips which included bets on tennis (first witness statement of Mr Downes, paragraph 69). ██████████ gave evidence (Day 1 Transcript, pages 170-171) that ██████████ was an acquaintance of his who allowed him to use that account for gambling. I have not found any substantive support for the ITIA's case that Ms Kolar used that account for betting on tennis.

93. Finally, there is an account registered in the name of ██████████ ██████████ which has 881 betting slips that included bets on tennis (see first witness statement of Mr Downes, paragraph 70). Two of those betting slips contained 10 bets on Ms Kolar's matches, nine of which had been successful. The ITIA points to the password for that account being the same as that to which I have referred in paragraph 86 above. As I concluded in that paragraph, I do not consider that the ITIA has made out its case in relation to this account.

94. I wish to make it clear that I have given due consideration to the additional points made on behalf of the ITIA on pages 43 to 47 of the Schedule. They certainly give some circumstantial support for a case that Ms Kolar was in the habit of betting on tennis. However, it is important to bear in mind the specifics of the Charge. I do

not consider that these further points are sufficient, individually or collectively, to alter my conclusions above.

95. In the result, therefore, the ITIA succeeds in part only on this Charge, as set out in paragraphs 84 and 91 above.

(3) Charge 36: facilitating wagering on tennis by courtsiding

96. The Charge is that Ms Kolar repeatedly engaged in courtsiding between December 2018 and October 2019.

97. I refer to my conclusions in paragraphs 66 and 67 above about the meaning of the word “*working*”. Those conclusions are further supported by the use of that word by Ms Kolar in September and October 2019 in messages to ██████ and Ms Riley – see Schedule page 48, right hand column. I also note with interest what is said about the receipt of funds on 4 October 2019 in paragraph 45h of the Charge Notice.

98. Other aspects of the evidence relied upon by the ITIA are, in isolation, less compelling. Thus:

a. While I am satisfied that “██████” and “██████” were persons engaged in wrongful tennis match related activity (not in an online Casino group, as Ms Kolar contends), it is not clear that their activities involved courtsiding rather than, for example, match fixing (although I accept that the former is the more likely explanation).

b. As to the reports alleging courtsiding, I have stated my conclusions on the evidence of ██████ in paragraph 36 above. The reports of ██████ and Mr ██████ neither of whom gave evidence, do not take matters further. The same applies to the anonymous tip off from ██████

c. Finally, I am not convinced that the ITIA has established clearly that the RCv2 app was a “*clicker device*”.

99. Nonetheless, viewed in the round I am satisfied that the ITIA has sufficiently made out its case on this Charge.

(4) Charge 37: Facilitating [REDACTED] [REDACTED] wagering on tennis by acquiring a “clicker”

100. I have read the very brief WhatsApp exchange between Ms Kolar and [REDACTED] [REDACTED] the head coach at [REDACTED]. This alone does not seem to be a satisfactory basis for a Charge in these proceedings. It raises numerous questions, including what contact has been made with Mr [REDACTED] and what explanation he has provided for that exchange. Absent at least that material, this Charge is dismissed.

(5) Charge 38: Failure to comply with demands for information

101. This Charge relates to perceived failures by Ms Kolar to respond to a request for information contained within an email sent to her by Ms Bain on 9 November 2020.

102. The communications which followed this email are dealt with at length by Ms Bain in her witness statement (paragraphs 30-38). My analysis of that account and of the way in which the matter is put by the ITIA in the Schedule suggests a certain lack of clarity over what the ITIA’s real complaint is. Be that as it may, I conclude as follows:

- a. The complaint in the Schedule is that Ms Kolar delayed in responding in order to allow her access to the requested information to lapse and to be able to provide excuses for not providing the information requested (Ms Kolar claimed not to recall the security details needed to be able to access the information requested – the Neteller account involved having closed in February of that year). Given that the request relied upon was made some nine months after the closure of the account, this basis of complaint does not

appear well founded. In any event, Ms Kolar did not have this proposition put to her in cross-examination.

b. Ms Bain complains separately in her statement that Ms Kolar's lawyer, Mr Pajk, had sent her incorrect contact information for Ms [REDACTED] and for [REDACTED]. This point is not addressed in the ITIA's Schedule, and it is unclear to me what Ms Bain is suggesting is the reason that this occurred (if in fact it did – again, it was not addressed in the evidence).

c. This Charge must therefore be dismissed.

(6) The remaining Charges against Ms Kolar

103. Charges 1-17 and 39 against Ms Kolar are connected to the conduct of Ms Riley (and, in particular, to her performances in five specified matches in 2017, late 2019, and early 2020).

104. Prior to addressing these remaining Charges, I consider it sensible to consider and reach conclusions in respect of the Charges brought against Ms Riley herself relating to those performances.

The Charges against Ms Riley

(1) Introduction

105. Thus far, Ms Riley has not featured to any substantial degree in this Decision. It is however important to emphasise at this stage: (i) her relationship with Ms Kolar, as set out in paragraphs 27-31 above, and (ii) my ruling on the question of the drawing of adverse inferences (paragraph 17 above).

106. On behalf of Ms Riley, Mr Heffern submitted that the ITIA's case against her consisted of unsupported conclusions based on speculation, unwarranted inferences and guilt by association. In particular, he asserted that the ITIA had offered no evidence demonstrating: (i) that Ms Riley had any knowledge of the betting that was

said to have occurred during any of the five matches in question; (ii) that she took any actions based on that betting; or (ii) that she received any money for violating any aspect of the relevant TACP.

107. The ITIA accepts, indeed asserts, that its case against Ms Riley is an inferential one. It relies upon:

- a. The very close relationship between the two players, as described above.
- b. The timing of the first suspicious match (just one week after they had met).
- c. The ESSA alert following that match, reporting that numerous sport betting accounts – including one from Slovenia - had placed suspicious bets that Ms Riley would lose game three of set two of her match.
- d. The fact that Ms Riley lost that game (which was her service game) – the only game she lost in the entire match.
- e. The fact that one of the accounts which placed suspicious bets on that match was registered in the name of [REDACTED] [REDACTED] [REDACTED] [REDACTED] who was Ms Kolar's [REDACTED]. That account had only been opened on the day before the match.
- f. The fact that the nature of the suspicious performance and betting behaviour was the same in relation to each of the five matches (Ms Riley losing a particular game or a particular point on her serve, and successful suspicious wagers resting on that outcome¹⁹) and the same as the six suspicious matches in which Ms Kolar participated (see Charges 18-34 above).

108. Additionally, the ITIA can now point to my findings in relation to each of those Charges against Ms Kolar.

¹⁹ The details are helpfully summarised by Mr Downes in paragraphs 133-166 of his first witness statement.

(2) Charges 1, 3, 5, 6, 9, 12: contriving an aspect of a match

109. The ITIA alleges that, in relation to these five matches, Ms Riley contrived one (or two) aspect(s) of the match contrary to Section D.1.d of the relevant TACP.

110. For the reasons set out above:

a. There is clearly a case for Ms Riley to answer in relation to each of these Charges.

b. Since Ms Riley has declined to make herself available for cross-examination in relation to these Charges, it is appropriate to draw an inference adverse to her in relation to the (truthful) answers that she would have given had she attended trial as a party/witness.

c. Irrespective of that inference, I find that the ITIA has proven its case against her. It is, in my view, inconceivable that the events giving rise to these Charges could all have occurred without Ms Riley's active and knowing cooperation, given (in particular) her ability in each case to control the success or otherwise of every suspicious bet.

(3) Charges 2, 4, 7, 8, 10 and 13: facilitating wagering

111. The ITIA charges Ms Riley with facilitating wagering on the outcome of specified aspects of the same five matches, contrary to Section D.1.b. of the relevant TACP. For the same reasons as set out to me in relation to Charges 1, 3, 5, 6, 9 and 12, I find these Charges proven by the ITIA against Ms Riley.

(4) Charges 11 and 14: receipt of money for not giving best efforts

112. In relation to two of the five matches, Ms Riley is additionally charged with directly or indirectly receiving or agreeing to receive in the future money on the basis of not giving her best efforts, contrary to Section D.1.f of the relevant TACP.

113. The matches concerned were a singles match against [REDACTED] [REDACTED] on [REDACTED] November 2019 and a [REDACTED] match in which she played with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] on [REDACTED] January 2020.

114. In relation to the first of these matches, the allegation (as set out in paragraphs 154-155 of the first witness statement of Mr Downes) concerns bets and payments involving identified accounts which are said to be irrefutably linked to Ms Kolar. So be it, but I am unable to glean from this any material linked to a payment to Ms Riley.

115. Charge 11 is therefore dismissed.

116. In relation to the second match, the account placing the bet was the one registered in the name of [REDACTED] in respect of which I made findings in paragraph 85 above. The case advanced by the ITIA (see page 27 of the Schedule) is again an inferential one – that Ms Kolar would have received financial benefit from the successful bet placed using that account and she would have shared that benefit with Ms Riley. For the reasons given in paragraph 86 and more generally, I view this as an inference too far. There is too much speculation and uncertainty involved in the ITIA's case.

117. Charge 14 is therefore dismissed.

(5) Charge 15: facilitating wagering on tennis by courtsiding

118. The ITIA's case against Ms Riley relies upon the same material as that deployed against Ms Kolar, and in support of the same proposition – regular courtsiding between December 2018 and October 2019, contrary to Section D.1.b of the 2018 and 2019 TACP.

119. I refer to my conclusions at paragraphs 97 and 98 above in relation to the case against Ms Kolar. In my view, the case against Ms Riley is less obviously strong because it is Ms Kolar, not Ms Riley, who is the one using the word, and referring to, “working”. I am aware that the ITIA relies against Ms Riley upon her i-phone’s Bluetooth connection to a relay device which Mr Downes speculates is a clicker device that might be used by a courtsider²⁰. I do not regard this as adding much, if anything, to the case against Ms Riley.

120. Nevertheless:

a. It seems to me to be wholly improbable in the circumstances (including their relationship and their mutual involvement in match fixing) that Ms Kolar would have been in the habit of courtsiding during the relevant time, but Ms Riley would not.

b. On any view, Ms Riley had a case to answer in relation to this Charge. An inference adverse to her should therefore be drawn.

121. Overall, therefore, I am satisfied that the ITIA has proved this Charge against Ms Riley.

The remaining Charges against Ms Kolar and Ms Riley

(1) Charges 2, 4, 5, 8, 13 against Ms Kolar: conspiracy to contrive an aspect of a match

122. These Charges relate to four of the five matches in which, as I have found, Ms Riley contrived an aspect – see paragraphs 109-110 above.

²⁰ First witness statement, paragraph 86. See also the references in blue to Day 1 Transcript on page 57 of the Schedule.

123. The additional element in the Charges now being addressed is that of conspiracy, bringing in liability on the part of Ms Kolar as well in connection with Ms Riley's actions. Section D.1.I of the relevant TACP is therefore said to be engaged.

124. It appears that the ITIA's case is based upon an assertion that Ms Kolar collaborated with Ms Riley in determining which aspect of each match was to be contrived. This assertion appears in turn to be based upon two premises:

a. The inherent probability that this would be the case, given their relationship and the plethora of TACP violations for which they were both responsible.

b. The fact that at least one bet on a contrived aspect of each match was placed by an account linked to (even if not controlled by) Ms Kolar.

125. I accept the first of these two propositions. My clear impression, created from everything that I have read and heard in this case, is that these two players, in constant communication with one another, had a singularity of purpose when it came to their rule breaking activities. They were very much "*in it together*".

126. Having considered Mr Downes's analysis of the bets placed on each of these matches in paragraphs 140-166 of his first witness statement, I also accept the second of ITIA's propositions.

127. Further, I accept the assertion of collaboration, in consequence.

128. Accordingly, I find each of these Charges proven against Ms Kolar.

(2) Charges 1, 3, 6, 7, 9, 14 against Ms Kolar: wagering on aspects of a match

129. These Charges relate to each of the five Riley matches. Ms Kolar is alleged in each case to have committed violations of Section D.1.a of the relevant TACP by directly or indirectly wagering on the outcome of the contrived aspect.

130. As is apparent from my findings in relation to Charge 35 (wagering) against Ms Kolar, I have not found the ITIA's evidence in this regard easy to follow or by any means wholly persuasive. For the purposes of these Charges, it is not enough in my view, for the ITIA to show the involvement of accounts merely linked to Ms Kolar; those accounts must be shown to have been under her control at the material time.

131. I refer to paragraph 91 above. Ms Riley's match against Ms ██████ on ██████ October 2019 was the second of her five matches addressed above. It is the subject of Charge 3. Accordingly, I find that Charge proven.

132. I am not similarly persuaded in relation to any of the other matches. Mr Downes's evidence either does not allege control by Ms Kolar (as distinct from mere linkage) or, where control is alleged, it relies too greatly on conjecture and surmise.

133. Accordingly, Charges 1, 6, 7, 9 and 14 are dismissed.

(3) Charges 10 and 15 against Ms Kolar: facilitating Ms Riley not to use best efforts

134. These Charges, as I perceive them, are connected with Charges 9 and 14 and could only succeed if those connected Charges succeeded (because the nature of the facilitation alleged involves control by Ms Kolar of the relevant account at the relevant time).

135. I have dismissed Charges 9 and 14. Accordingly, Charges 10 and 15 are also dismissed.

(4) Charges 11 and 16 against Ms Kolar: providing money to Ms Riley with the intention of negatively influencing her best efforts

136. These alleged violations of Section D.1.g of the relevant TACP are the flipside of Charges 11 and 14 against Ms Riley – see paragraphs 112-117 above. Those Charges against Ms Riley alleged receipt of money by her from Ms Kolar. These Charges against Ms Kolar rely upon those alleged payments by Ms Kolar to Ms Riley.

137. I dismissed those Charges against Ms Riley. For the same reasons, I dismiss these Charges against Ms Kolar.

(5) Charges 12 and 17 against Ms Kolar: conspiracy

138. These Charges take Charges 11 and 16, respectively, as their foundation and add an additional layer of conspiracy.

139. I have dismissed Charges 11 and 16. Charges 12 and 17 must therefore be dismissed as well.

(6) Charge 16 against Ms Riley: failure to preserve evidence

140. This Charge alleges violations by Ms Riley of her obligations under Section F.2.b of the 2018 and 2019 TACP.

141. As I understand the gravamen of the ITIA's case²¹, the conduct of Ms Riley complained of is said to have occurred in 2019 in advance of her interview on 8 October of that year. In any event, it is unclear what, if any, alleged misconduct by Ms Riley in 2018 is relied upon. I will therefore focus upon the wording of Section F.2.b as it appears in the 2019 TACP.

142. Insofar as relevant, that provision imposes an obligation on a Covered Person to preserve and not destroy evidence "*related to any Corruption Offense*" once that Person "*receives a TIU request for an initial interview or otherwise becomes aware of any TIU investigation involving the Covered Person*".

143. The ITIA contends in its 26 May 2022 Notice that:

- a. Ms Riley knew that she was the subject of a TIU investigation from (at least) the time of her interview on 14 January 2018.
- b. Ms Riley knew that Ms Kolar was the subject of a TIU investigation from (at least) the time of Ms Kolar's interview on 7 October 2019.

144. In its Initial Brief, the ITIA advances the date when it contends Ms Riley became aware of a TIU investigation into Ms Kolar to 1 April 2019, when Ms Kolar was first interviewed by the TIU.

145. As will be apparent from my earlier conclusions in this Decision – and in particular paragraph 125, where I explain why the ITIA's case on conspiracy is made out – my clear view is that Ms Kolar and Ms Riley were (certainly by April 2019) engaged in a joint enterprise which embraced the commission of multiple, serious Corruption Offenses.

146. Accordingly, by April 2019:

²¹ See the Notice of 26 May 2022, paragraph 55, and Day 5 Transcript, page 52.

- a. Ms Riley would have been aware of the TIU's investigation into Ms Kolar's activities.
- b. Ms Riley was thus aware of a TIU investigation "*involving the Covered Person.*"

Ms Kolar might have been the target of the TIU's investigation but, for the reasons given in paragraph 145 above, that investigation was also one that "*involved*" Ms Riley²². As was pointed out to me by Mr Heffern in his closing submissions, I construed Section F.2.b more narrowly (and thus more favourably from Ms Riley's perspective) in my Decision²³ on Ms Riley's appeal against her provisional suspension. There is no legal impediment to my reaching a different conclusion now, and the ITIA's closing submissions have persuaded me that my earlier construction was wrong.

147. It is therefore unnecessary for me to determine whether Ms Riley's interview with the TIU in January 2018 was an "initial interview" for the purposes of Section F.2.b of the 2019 TACP.

148. I do not understand Ms Riley to challenge the quality of the ITIA's evidential case on deletion by Ms Riley of content from her i-phone 7 in advance of her TIU interview on 8 October. In any event, however, I accept Mr Downes's account as set out in paragraphs 12-17 of his first witness statement.

149. It follows that I am satisfied that the ITIA has proved this Charge against Ms Riley.

²² See Day 5 Transcript, pages 55-56, where the ITIA sets out (correctly, in my view) the proper meaning to be given to the phrase "*involving the Covered Person*" in the context of Section F.2.b of the 2019 TACP.

²³ An interim decision on a separate issue, given without the benefit of oral argument.

(7) Charge 39 against Ms Kolar; Charge 17 against Ms Riley: failure to report Corruption Offences by others

150. Many Corruption Offenses have been committed by Ms Kolar and Ms Riley. Neither of them reported the other to the TIU/ITIA. The only issue which has been raised by them in response to these Charges is a question of knowledge. Section D.2.a.ii of the 2019 and 2020 TACP imposes a reporting obligation on any Player who *“knows or suspects that any other Covered Person...has committed a Corruption Offense”*.

151. I refer to paragraph 145 above. The requirement upon the ITIA to show the requisite knowledge is clearly satisfied.

152. The ITIA therefore succeeds on these final two Charges.

Overall Conclusion

153. The ITIA has succeeded in making out its central case of match fixing, courtsiding, and conspiracy against both players. It has been less successful in relation to the more peripheral claims.

154. Specifically:

(A) Ms Kolar

(1) The ITIA has established its case on the following Charges:

2, 3, 4, 5, 8, 13, 18-34, 35 (in part), 36, 39.

(2) The following Charges are dismissed:

1, 6, 7, 9-12, 14-17, 37, 38.

(B) Ms Riley

(1) The ITIA has established its case on the following Charges:

1-10; 12, 13,15-17.

(2) The following Charges are dismissed:

11, 14.

155. I invite the parties to engage with each other with a view to agreeing directions on the question of sanction.

Dated: 13 March 2023

Handwritten signature of Ian Mill in black ink.

.....
Ian Mill KC, AHO

<u>Charge No.</u>	<u>Charge</u>	<u>ITIA's Evidence</u>	<u>Players' Evidence</u>	<u>ITIA's Reply Evidence</u>
AR Charge 1	D.I.d. (2017) - Contrived an aspect of singles match against ██████ (██████ Senegal-██████ November 2017)	<p>Ms. Kolar and Ms. Riley were good friends who traveled to tournaments together, stayed in hotels together, shared an apartment together, and trained together; ██████ coached Ms. Kolar (ITIA Ex. 33 at p. 11; ITIA Ex. 84, para. 26.f). Ms. Kolar and Ms. Riley frequently played doubles as partners (see ITIA Ex. 13 at ITIA_00225-35). In addition to in-person communication, the Players were in regular contact by WhatsApp chat and other electronic communications (see ITIA Ex. 78).</p> <p>Data extracted from Ms. Kolar's iPhone X show that Ms. Kolar used or had access to numerous Gmail, financial, and betting accounts--many of which were in the names of someone other than herself (see ITIA's Initial brief, pp. 12-24, paras. 5.12-5.30.2, which includes citations to record evidence).</p> <p>The data also show that the Players shared access to financial accounts, including a Neteller account registered in the name of ██████ (Ms. Kolar's ██████ and a money transfer account in the name ██████ (██████) (ITIA Ex. 84, paras. 13, 21-23; ITIA Ex. 86, para. 49).</p>	<p>For each of the match-fixing charges against Ms. Riley (AR Charges 1-14), the ITIA has failed to provide any evidence demonstrating: (1) that Ms. Riley had any knowledge of the betting that purportedly occurred during her matches; (2) that she took any actions (or failed to give her best efforts) based on that betting; or (3) that she actually received any money for violating any provision of the Program.</p> <p>Dee Bain, the ITIA's primary investigator, offered no testimony in support of the match-fixing charges against Ms. Riley (AR Charges 1-14): "Q. Going through your witness statement, you don't actually provide any testimony supporting any evidence that Ms. Riley contrived matches, is that correct?"</p> <p>A. No, I guess it's covered from the interviews I've had with her and the evidence bundle, but it doesn't say so in my witness statement." <i>Id.</i> at 101:13-19; see generally ITIA Ex. 84.</p>	<p>See evidence of the Players' relationship, shared finances, wagering with prior knowledge of outcome of events, and the timing of those wagers (immediately upon the Players becoming roommates, travel partners, and doubles partners) (see evidence identified in "ITIA's Evidence" column in AR Charge 1). Ms. Kolar admits in response to AR Charge 3 (<i>below</i>): "Both Players explained that they are in frequent communication on a daily basis through telephone and other applications."</p> <p>See Ms. Riley's decision not to testify on her own behalf to allow the ITIA to test her credibility before the AHO on any subject (ITIA Ex. 94).</p> <p>See Ms. Riley's deletion of voluminous data from her mobile phone as recently as the day of her 8 October 2019 ITIA interview in a manner inconsistent with her typical deletion patterns (see evidence identified in "ITIA's Evidence" column in AR Charge 16).</p>

		<p>The first time the Players partnered in doubles was at the 8 November 2017 tournament in ██████████ (the week before the ██████████ match) (ITIA Ex. 13 at ITIA_00225; ITIA Ex. 14 at ITIA_00290). Ms. Riley and Ms. Kolar then travelled to and played doubles together at the ██████████ ██████████ tournament in ██████████ Sengal (ITIA Ex. 13 at ITIA_00225; ITIA Ex. 14 at ITIA_00290).</p> <p>On ██████████ November 2017, Ms. Riley played her ██████████ singles match against ██████████ ██████████ (ITIA Ex. 15).</p> <p>The same day as the match (██████████ November 2017), the ITIA received an alert from ESSA that three betting operators (██████████ ██████████ ██████████ and ██████████) separately reported that numerous sports betting accounts--including an account from Slovenia that placed "repeat max bets" and "had no other bets on the match," as well as new accounts from various other countries--all placed suspicious bets that Ms. Riley would lose game ██████████ of set ██████████ of her match against Ms. ██████████ (ITIA Ex. 26).</p> <p>Game ██████████ of set ██████████ was Ms. Riley's service game, and Ms. Riley lost her service game (consistent with the suspicious betting) (ITIA Ex. 15). This was the only game Ms. Riley lost in the entire match (ITIA Ex. 15).</p>	<p>Those "interviews" and the "evidence bundle," however, do NOT provide any evidence demonstrating knowledge or intent on Ms. Riley's part to "contrive" any aspect of any match. On the contrary, in each and every interview, Ms. Riley strenuously denied any intent to contrive any aspect of any match. <i>See, e.g.,</i> ITIA Ex. 36 at ITIA_00511; ITIA Ex. 38 at ITIA_00582.</p> <p>Furthermore, Steve Downes was the only ITIA witness who offered any testimony relating to any of the match-fixing charges against Ms. Riley and he repeatedly admitted that there was <i>no evidence found</i> of Ms. Riley discussing betting on tennis with anyone: "Q. Now, it was my understanding from your prior testimony that there was no evidence of Ms. Riley actually betting on tennis matches. A. I don't believe there was any chat about, on her part betting on tennis matches, no" <i>Day 1 Tr.</i> 144:4-8. "Q. And there is also no reference to betting on tennis either, is there, in those 4,000 messages, just to be clear?"</p>	<p><i>Contrast</i> the credibility of the ITIA's witnesses <i>with</i> the lack of credibility of Ms. Kolar and her witnesses. Examples include, without limitation:</p> <ol style="list-style-type: none"> 1) Ms. Kolar told the ITIA during her interviews that she did not have and did not use Telegram, yet she now states that her passive participation in a Telegram chat group explains the voluminous evidence of sports betting accounts and financial accounts that the ITIA located on her iPhone X (ITIA Ex. 32 at ITIA_00424, ITIA_000444). 2) Ms. Kolar testified at the hearing that she deleted Telegram in advance of her 7 October 2019 ITIA interview but could not remember when—yet she used Telegram mere hours before her ITIA interview (<i>see</i> event log submitted by the ITIA on 9 October 2022). 3) During several ITIA interviews (ITIA Exs. 31–35) and submissions to the AHO prior to her answer brief, Ms. Kolar never mentioned ██████████ ██████████ or his stories
--	--	--	--	---

		<p>One of the ██████ accounts that placed suspicious bets was registered in the name of ██████ with the email address ██████ and username ██████ (ITIA Ex. 86, para. 137). ██████ is ██████ (Day 2 Hearing Transcript, p. 85, lines 4-5). Ms. Kolar stated that ██████ is ██████ and ██████ and that he traveled with Ms. Kolar to Portugal and Egypt (ITIA Ex. 32 at ITIA_00415-16). ██████ is linked to Ms. Kolar in relation to betting (ITIA Ex. 75 at ITIA_00893, 00896) and courtsiding (ITIA Exs. 47 and 48). The ██████ betting account was registered on ██████ November 2017 (the day before the ██████ match), suggesting that the account was established for the purpose of betting on the ██████ match (ITIA Ex. 86, para. 137).</p> <p>Based on the Players' shared access to financial accounts (e.g., ITIA Ex. 84, paras. 13, 21–23; ITIA Ex. 86, para. 49) and Ms. Riley's fixing matches for the benefit of betting accounts linked to Ms. Kolar, the inference to be drawn is that Ms. Riley shared the financial benefits of Ms. Riley's fixing an aspect of the ██████ match.</p>	<p>A. No, there isn't" <i>Id.</i> at 137:10-13.</p> <p>"Q. But you have no evidence that they actually fixed the match with those calls?</p> <p>A. Well, no of course not, because we don't know what the content of those conversations were." <i>Id.</i> at 154:13-16.</p> <p>Accordingly, other than sharing a <i>single</i> Neteller account, which the ITIA stipulates was established, at least in part, by Ms. Kolar to pay Ms. Riley's ██████ (a former professional tennis player) for lessons and a one-time €30 use of the '██████ card" to purchase Uber Eats (Day 1 Tr. 146:15-24), the ITIA has failed to produce any evidence that Ms. Riley received any funds from Ms. Kolar. <i>See</i> Day 2 Tr. 2:25-3:8. Moreover, the ITIA has failed to produce any evidence linking any specific sums paid to Ms. Riley as a <i>quid pro quo</i> for contriving any aspect of any specific tennis match.</p> <p>Furthermore, the ITIA has failed to provide any evidence that any betting activity on Ms. Riley's matches was done with her knowledge. Indeed—with the possible exception of Match</p>	<p>about (i) months of control over Ms. Kolar's iPhone X or (ii) betting accounts. In interview, Ms. Kolar told the ITIA, contrary to Mr. ██████'s testimony, that she did <i>not</i> lend her mobile phone to others for days at a time (ITIA Ex. 32 at ITIA_00426).</p> <ol style="list-style-type: none"> 4) Ms. Kolar never attributed the ██████ Neteller account to ██████ until her answer brief. 5) Ms. Kolar told the ITIA that the ██████ account was Ms. Riley's idea (ITIA Ex. 35 at ITIA_00488; ITIA Ex. 84, para. 28). Ms. Riley told the ITIA the opposite (ITIA Ex. 38 at ITIA_00586; ITIA Ex. 84, para. 28). 6) Ms. ██████'s testimony and Mr. ██████'s testimony are essentially "copy and paste" duplicates of each other (<i>see</i> Day 2 hearing transcript, pp. 3–29; Kolar Exs. 9 and 10). 7) ██████ had no credible explanation for why he would have allowed ██████
--	--	---	--	---

			<p>5—each instance of betting was more likely than not the result of the apparent rampant “courtsiding” that professional tennis allows to take place at its events by spectators. See, e.g., ITIA Ex. 85 at ¶¶ 7-8 (describing how █████ allowed two suspected Russian courtsiders and a Chinese courtsider to attend matches over the course of multiple days during the █████ █████ in Singapore in May 2019).</p> <p>In fact, one ITIA investigator admitted during an interview with Ms. Riley that frequently corrupt tennis umpires are to blame: “And we ask questions about Officials because as you well know <i>we have dealt with a lot of corrupt Officials</i> that may, that may influence the Scores without you realizing.” See ITIA Ex. 36 at ITIA_00528 (emphasis added). Accordingly, the ITIA has failed to prove that it is more likely than not that Ms. Riley intentionally engaged in contriving any aspect of any match.</p> <p>Regarding the user accounts mentioned in this point, the evidence of Ms. Kolar her sworn written statement and the written</p>	<p>█████ or Nastja Kolar to fraudulently use financial and betting accounts in Mr. Kolar’s name without any oversight of the transactions in those accounts (see, e.g., Day 2 hearing transcript at p. 19 line 19–p. 21 line 14).</p> <p>8) Ms. █████ █████ did not testify, calling into question (i) her own witness statement (which should be disregarded under the TACP) and (ii) █████’s testimony that Ms. █████ allowed █████ and Ms. Kolar to use her Skrill and Neteller accounts (Kolar Exs. 19 and 22).</p> <p>9) Ms. █████ had no credible explanation for why she would have allowed █████ to fraudulently use the Skrill account in her name without any oversight of the transactions on that account (see, e.g., Day 2 hearing transcript at p. 5 line 15–p. 8 line 14).</p> <p>10) █████ had no credible explanation at the hearing for why he would have had Ms. Kolar’s iPhone X over a</p>
--	--	--	--	---

			<p>statements and personal testimony of the witnesses of Mrs. ██████████ and witnesses ██████████ ██████████ as well as witness ██████████. The witness ██████████ said in a written statement and also in his testimony that he used many betting accounts, and also listed a couple of those that he remembers (of the 150 others that he does not remember, because there were too many of them). The witness ██████████ stated in his written statement that he used many betting accounts (Bangladesh, Serbian...), and also listed them in his written statement, and he will also testify and say it again. All the betting accounts that Itia lists and accuses Mrs. Nastja Kolar of were proven by witnesses and admitted by witnesses ██████████ ██████████ and ██████████. As for the emails, it has already been explained by the witnesses ██████████ ██████████ and ██████████ that the two of them were registered in gmail on Mrs. Nastja Kolar's phone and did not log out or delete the history. ██████████ ██████████ used the email ██████████ ██████████ and ██████████.</p>	<p>period of eight months (February to September 2019) and paid during that period for gambling on tennis and other sports—yet failed to purchase his own mobile phone until March 2020 (Day 1 hearing transcript at p.167 line 14–p. 168 line 23; p.171 line 22–p. 172 line 20; p.178 line 25–p. 180 line 20). ██████████ had no credible explanation for why he controlled betting accounts in others' names (“30 or 40 other people”) or why others would have allowed ██████████ to fraudulently use their identities to wager on tennis and other sports (<i>id.</i>, at p.171 lines 1–10).</p> <p>11) ██████████ explained that he controlled an account registered in the name of ██████████ ██████████. The ██████████ betting account located on Ms. Kolar's iPhone X (██████████) was registered in the name of ██████████ (not ██████████). ██████████ testified that he did not control the ██████████ account, and that he did not control an account in the name of ██████████ (Day</p>
--	--	--	---	---

			<p>██████████ used: ██████████ and ██████████</p> <p>Mrs. Nastja Kolar herself used her email: ██████████ and ██████████ email for neteller.</p> <p>The financial accounts were also explained that: ██████████ controlled/created/used his Skrill and Neteller account, as well as the Skrill and Neteller of his ██████████ Mrs. ██████████ ██████████ used the Skrill of Mrs. ██████████ Neteller ██████████ was used by Mrs. ██████████ herself for her own use as already stated in her statement and her testimony (see her statement) Neteller in the name of ██████████ Kolar was created by Mrs. Nastja Kolar (with the approval of her ██████████ ██████████ to pay her ██████████ ██████████ and sometimes to refund money to Mrs. Alexandra Riley.</p> <p>So that all emails, financial accounts, and betting accounts were confirmed by the witnesses that they were used by them and have nothing to do with Mrs. Nastja Kolar.</p>	<p>1 hearing transcript at p. 169 line 2–p. 17 line 8; Day 2 hearing transcript at p. 63 line 16–p. 65 line 6.)</p> <p>12) None of Ms. Kolar’s witnesses (including herself) provided a credible explanation for why Mr. ██████████ controlled an account with the password “██████████” and ██████████ controlled a betting account with the same password—a ██████████ admits she uses for Instagram and Facebook (Day 2 Hearing Transcript, p. 64, line 12 – p. 65, line 4). ██████████ was named ██████████ (<i>id.</i>, p. 49, lines 15–23).</p> <p>13) None of Ms. Kolar’s witnesses (including herself) provided a credible explanation for why the ██████████ ██████████ account, the ██████████ ██████████ account, and Ms. Kolar’s IPIN account all use essentially the same password (██████████ ██████████ and ██████████) (Day 2 Hearing transcript, p. 66, line 5 – p. 69, line 25).</p>
--	--	--	---	--

			<p>Even the data extracted from Nastja Kolar's phone are not of great importance, because we all know that Mrs. Kolar's phone was not in Mrs. Nastja Kolar's possession all the time, she already said this at the first interview at the first question in Lagos that she lends it a lot to friends when going out, socializing, or when she lent it to ██████████ ██████████ for different periods. Since we also already know that both ██████████ and ██████████ did not delete the history or delete anything from the phone, everything remained in the history and saved, so there is no evidence that we could accuse Mrs. Nastja Kolar of using anything, especially since all of her witnesses confirmed and admitted their actions. Thus, the analysis of the phone is completely irrelevant and without any significance in this investigation, we emphasize this because ITIA in its evidence refers only to the data obtained from Mrs. Kolar's phone.</p> <p>Regarding the Neteller account (in the name of ██████████ the evidence is the written statement and testimony of Mrs. Nastja Kolar and the written statement and testimony of the witness</p>	<p>14) ██████████ repeatedly stated that he could not remember important details about the financial, betting, and email accounts for which he attempts to claim responsibility (see Day 3 hearing transcript at p. 4, lines 6–12; p. 5, lines 2–13; p. 6, lines 8–15; p. 7, lines 3–10; p. 8, line 22–p. 9, line 4; p. 10, lines 5–23; p. 13, lines 7–20).</p> <p>On 14 October 2020, the ITIA asked Ms. Kolar about the ██████████^h Gmail account. Ms. Kolar acknowledged that <i>she</i> (not Mr. ██████████) created the account, then closed it (ITIA Ex. 33 at ITIA_00469).</p> <p>The ITIA interviewed Ms. Kolar four times between 1 April 2019 and 20 October 2020 (ITIA Exs. 31–35). The first time Ms. Kolar ever identified ██████████ was in her answer brief dated 30 August 2022.</p> <p>██████████ states in his witness statement that he controlled Ms. Kolar's iPhone X for months at a time: "I borrowed her Iphone X</p>
--	--	--	---	--

			<p>██████████ - in which it has already been explained several times, and Mrs. Riley also explained it in her written submissions (that she was receiving transactions from other persons and not from Mrs. Kolar to this Neteller account). From Mrs. Nastja Kolar, there were exclusively payment transactions for the ██████████ from Mrs. Riley (for his work during the summer) or if Mrs. Kolar had any obligation to return money to Mrs. Riley (e.g. plane tickets, borrowing cash from Riley....)</p>	<p>for a few times in a different periods, sometimes 2weeks, sometimes 3 months but i gave her back when i didn't need it.” (Kolar Ex. 20.)</p> <p>In her 7 October 2019 ITIA interview, Ms. Kolar stated that she sometimes lent her phones to friends. However, Ms. Kolar told the ITIA that she did <i>not</i> lend her phones to her friends for the length of time ██████████ claims to have possessed it (ITIA Ex. 32 at ITIA_00426.):</p> <p>MF: You don't lend your 'phones out for people for several days or anything like that?</p> <p>NK: No.</p> <p>Ms. Kolar's player history (ITIA Ex. 13) and the geolocation data that the ITIA extracted from Ms. Kolar's iPhone X (ITIA Ex. 93, paras. 8–17; FWS Exs. 1–17) further contradict ██████████'s statement. If ██████████ (or anyone other than Ms. Kolar) were responsible for accessing accounts relating to betting, there would be no activity relating to betting (or to Skrill and Neteller transactions linked to betting) on Ms. Kolar's</p>
--	--	--	---	--

				<p>iPhone X during periods when Ms. Kolar was the custodian of that phone. However, photographic evidence and geolocation data found on Ms. Kolar's iPhone X correspond with Ms. Kolar's known location at the time of betting-related activity based on her playing history, and therefore confirm she controlled the accounts that she now asserts ██████████ controlled (<i>id.</i>).</p> <p>Ms. Kolar played two tournaments in ██████████ between 17–22 September and 24–29 September 2019 (ITIA_00235). The ITIA extracted 20 photos featuring Ms. Kolar in ██████████ during this period, all taken between 22–23 September 2019, and all geolocated to the ██████████ area of Egypt (ITIA Ex. 93, p. 4, para. 11). As an example, one of these photos, showing Ms. Kolar in front of the pyramids, is shown in Mr. Downes' supplemental witness statement (<i>id.</i> at FWS Ex. 4). These photos were taken within the same period that Ms. Kolar was texting '██████████' and Ms. Riley about "working."</p>
NK Charge 1	D.1.a. (2017) - Directly or indirectly		Mrs. Nastja Kolar has many other friends (athletes) with whom she travels to tournaments	Ms. Kolar offered no such evidence.

	<p>wagered on the outcome of an aspect of AR's singles match against ██████████ (██████████ Senegal-██████████r ██████████ 2017)</p>		<p>and shares a room with them, plays doubles and is in regular daily contact with other players much more than with Mrs. Riley), so the ITIA's statements about the fact that Ms. Riley and Ms. Kolar sometimes shared a hotel room does not in itself prove anything.</p>	
<p>AR Charge 2</p>	<p>D.1.b. (2017) - Facilitated wagering on the outcome of an aspect of singles match against ██████████ (██████████ Senegal-██████████ November 2017)</p>		<p>See Riley's response to AR Charge 1, <i>supra</i>.</p> <p>As for ██████████ email, Mrs. Nastja Kolar herself said that she herself created the email ██████████ to play the casino and did not use it after that. Then, ██████████ and ██████████ created a betting account and a Skrill account in the name of ██████████ and used an existing email that Nastja Kolar had made for her ██████████ in case the latter needed it for her needs. ██████████ after using the phone from Mrs. Nastja Kolar, entered this gmail account of Mrs. ██████████ Kolar, because he needed it to enter Skrill from ██████████ And that's why this email also remained registered in Mrs. Nastja Kolar's phone. Because ██████████ did not sign out and did not erase history as he himself said (see the written statement of ██████████ and</p>	<p>See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.</p> <p>See lack of credibility of Ms. ██████████ and her witnesses.</p>

			<p>also the statement [REDACTED] a [REDACTED] where it is written that [REDACTED] [REDACTED] controlled and was the only one who used Skrill/and betting accounts.</p> <p>The Netteler account in the name of [REDACTED] was also used by [REDACTED] (evidence: written statement and testimony of [REDACTED] so all transactions unknown to Nastja Kolar and Alexandra Riley from Neteller were created and controlled by [REDACTED] (see his statement)</p> <p>Regarding [REDACTED] [REDACTED] Ms. Nastja Kolar said in her written statement and her testimony that she does not know the person [REDACTED] [REDACTED] and has never seen him in her life, nor has she ever had any contact with him. So that his account was also not found on the phone from Mrs. Nastja Kolar, etc... ITIA apparently mentions the person [REDACTED] [REDACTED] solely for the reason that the account was registered in Slovenia - why this would be related to Mrs. Nastja Kolar, ITIA does not explain - Mrs. Nastja Kolar has already explained several times that during that period she was in Slovenia for maybe 1 month in the entire calendar year.</p>	
--	--	--	---	--

			<p>ITIA also does not indicate anywhere where there is any connection in this regard with Mrs. Nastja Kolar - where was this Slovenian account connected to her? Where in her phone or in some financial account was this Slovenian account found so that ITIA can file any kind of accusation on it? Just because the Slovenian account is mentioned, the accusation is made that this is really ridiculous.</p> <p>For each of the match-fixing charges against Ms. Kolar, the ITIA has failed to provide any evidence demonstrating: (1) that Ms. Kolar had any knowledge of the betting that purportedly occurred during her matches; (2) that she took any actions (or failed to give her best efforts) based on that betting; or (3) that she actually received any money for violating any provision of the Program.</p>	
AR Charge 3	D.1.d. (2019) - Contrived an aspect of singles match against ██████ (██████████ South Africa-█████ October 2019)	(see above discussion regarding email, betting, and financial accounts, and regarding connection between Players) On ██████ October 2019, Ms. Riley played ██████ ██████ ██████ at the ██████ TSA Tucks International tournament in ██████ South Africa (ITIA Ex. 16). While she was in South Africa, Ms.	<p>See Riley's response to AR Charge 1, <i>supra</i>.</p> <p>Ms. Riley already said everything about this match in her interviews. Both players explained that they are in frequent communication on a daily basis through various</p>	See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.

Riley was in frequent communication with Ms. Kolar, including on the day of the █████ match (ITIA Ex. 78, line 940 et seq.). Ms. Kolar, who was in █████ Egypt (ITIA Ex. 13 at ITIA_00235), conducted Google searches on 28 September 2019 while Ms. Riley was in South Africa, including “why doesn’t open █████ in south Africa,” and “which vpn is best for south Africa █████ (ITIA Ex. 93, para. 12), further evidencing coordination between the Players while Ms. Riley was in South Africa. A VPN is used to try to mask the location of the person using the phone (Day 2 Transcript, p. 53, lines 10-20)

Betting data supplied by █████ (ITIA Ex. 51) shows that a Bangladesh █████ account in the name of ‘█████ █████ placed an in-play bet backing Ms. Riley’s opponent to win the first point of game 3 of set 1, which █████ deemed suspicious (ITIA. Ex. 85, para. 143; ITIA Ex. 40 at ITIA_00619). The █████ █████ account and two other Bangladeshi betting accounts placed the same in-play bet, and each was the only bet that the account placed (ITIA Ex. 40 at ITIA_00619). Ms. Kolar controls the █████ █████ account, and the Players coordinated in selecting which point

telephone and other applications. Specifically, at that time in Egypt, the phone from Mrs. Nastja Kolar was in the possession of the witness █████ who said this during his testimony and in his sworn written statement. Ms. Kolar also explained that she always had the VPN service on on her phone, so the location of her phone could always be a different region, country, continent,,than where her phone is actually located. Regarding South Africa, it is necessary to add the following: Ms. Dee Bain and ITIA made a false statement that Ms. Nastja Kolar was present at the tournament in █████ at the time, also seen by the supervisor. And that she played courtside on a playground in South Africa. This is mentioned in order to see how the ITIA figures change over time, which is evidence that the ITIA figures are based on guesswork and false/unproven allegations. In the accusations, Ms. Kolar was supposed to be in Egypt in October 2019, and in 2021, ITIA accused Ms. Kolar of being in South Africa in October and conducting courtsiding.

On 3 October 2019, while Ms. Kolar was in █████ (ITIA Ex. 13 at ITIA_00236), an entry was created in the secure storage on Ms. Kolar’s iPhone X, for the URL “mobile█████.com,” and with account name ‘█████ and password █████ (ITIA Ex. 93, p. 13, para. 13; *id.* at FWS Ex. 7). This is one of the accounts that Ms. Kolar claims █████ controlled—yet her iPhone X was in her possession at the time.

At the hearing, █████ testified that he had never been to South Africa (Day 1 Hearing Transcript p.176, lines 14-15) and that he returned to Slovenia after █████ (*id.*, p.174 lines, 17-23).

Regardless of Ms. Kolar’s use of a VPN, Ms. Kolar’s iPhone X contained photographs with geolocation data photographs and evidence of connections to wi-fi networks in specific locations—demonstrating Ms. Kolar was in control of her mobile phone at all times material (ITIA Ex. 93, paras. 8–17)

NK Charge 2	D.1.d. (2019) - Conspired with AR to contrive an aspect of AR's singles match against [REDACTED] (South Africa-October 2019)	Ms. Riley should lose for purposes of betting (ITIA Ex. 86, para. 141). The [REDACTED] Gmail account ([REDACTED]) is linked to a [REDACTED] account with the registered email address [REDACTED] (ITIA Ex. 86, para. 38-41). Ms. Kolar's contact [REDACTED] provided her the credentials		
NK Charge 3	D.1.a. (2019) - Directly or indirectly wagered on the outcome of an aspect of AR's singles match against [REDACTED] (South Africa-October 2019)	(email address, username, password, pin, name, and date of birth) for email, [REDACTED] and Skrill accounts involving the name "[REDACTED]" and the email address [REDACTED] (ITIA Ex. 86, para. 39). On the same day as Ms. Riley's match against [REDACTED], [REDACTED] customer support from [REDACTED] emailed the [REDACTED] Gmail account regarding (i) an attempt to make a Skrill deposit into the account in the name of "[REDACTED]" and (ii) confirming that "Mr. [REDACTED] successfully established a payment method (ITIA Ex. 86, para. 40). A separate [REDACTED] is registered in the name of [REDACTED] with a username of [REDACTED]" and an associated email address of [REDACTED]. [REDACTED] the same email address linked to the MD [REDACTED] [REDACTED] account; the [REDACTED] [REDACTED] account has 189 betting slips that include bets on tennis with an overall profit of £1,434.85 (ITIA Ex. 86, para. 67).		
AR Charge 4	D.1.b. (2019) - Facilitated wagering on the outcome of an aspect of singles match against [REDACTED] (South Africa-October 2019)	Ms. Kolar purchased from [REDACTED] and [REDACTED] provided to Ms. Kolar,	See Riley's response to AR Charge 1, <i>supra</i> . ITIA itself states that Mr. [REDACTED] was the owner of a Gmail account that was connected to the [REDACTED] [REDACTED] betting account. That this account was used exclusively by [REDACTED] is evident from the evidence - his sworn written statement and his testimony. So where did the idea come from to accuse Nastja Kolar of being the owner of the [REDACTED] account? If it is clearly written on paper that [REDACTED] [REDACTED] successfully made a deposit to	See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview. See evidence below from Steve Downes regarding "springboard" (ITIA's reply evidence column for AR Charges 7, 8), which disproves Ms. Kolar's claim that the files were automatically saved to her iPhone X. Ms.

	<p>dozens of betting accounts that Ms. Kolar controlled, particularly from Bangladesh (and including the MD [REDACTED] [REDACTED] account) (see ITIA Initial Brief, pp. 21-23, paras. 5.29-5.29.6, which includes citations to record evidence).</p> <p>Ms. Kolar most frequently used Skrill to transfer money (ITIA Ex. 86, para. 29). She also accessed three Neteller accounts linked to Gmail accounts that incorporate other people's names, including [REDACTED] (ITIA Ex. 86, paras. 30-31). The [REDACTED] Gmail account ([REDACTED]) is linked to a [REDACTED] account with the registered email address [REDACTED] (ITIA Ex. 86, para. 38-41). Ms. Kolar's contact [REDACTED] provided her the credentials (email address, username, password, pin, name, and date of birth) for email, [REDACTED] and Skrill accounts using the name '[REDACTED]' and the email address [REDACTED] (ITIA Ex. 86, para. 39). On the same day as Ms. Riley's match against [REDACTED], [REDACTED] customer support from [REDACTED] emailed the [REDACTED] Gmail account regarding (i) an attempt to make a Skrill deposit into the account in the name of '[REDACTED]' and (ii) confirming that "Mr. [REDACTED] successfully established a payment method (ITIA Ex. 86, para. 40).</p>	<p>the [REDACTED] betting account, and he also said in a sworn statement that only he used Skrill in his own name and no one else, this proves that he used the [REDACTED] account. Where did the accusation that Nastja Kolar use this come from? Even [REDACTED] himself will say this during the oral testimony.</p> <p>[REDACTED] was a person from the Casino group-chat, which Ms. Kolar explained several times in her testimony and sworn written statement, in which she also explained that [REDACTED] is the username of a user of the Casino application and that it is not the person's real name.</p> <p>Nastja Kolar also explained that she had never personally met the person who used the nickname [REDACTED]. This user, [REDACTED] sent screenshots to the Casino group-chat group, which were automatically saved in Ms. Nastja Kolar's phone to the gallery and other storages on her phone, as Nastja Kolar had the automatic image saving function set on her phone.</p> <p>When 189 betting slips are mentioned, it is a betting account that was used by [REDACTED] as</p>	<p>Kolar affirmatively saved the screenshot.</p>
--	--	---	--

		<p>Game 3 of set 1 was Ms. Riley’s service game, and Ms. Riley contrived an aspect of the match by double-faulting on the first point of game 3 of set 1 (ITIA Ex. 16), meaning that the suspicious bet against Ms. Riley placed by the “██████████ account” (which was controlled by Ms. Kolar) was successful (ITIA Ex. 86., para. 144).</p> <p>The evidence above leads to the conclusion that Ms. Riley’s ██████████ was the result of an agreement between Ms. Kolar and Ms. Riley that Ms. Riley would fix an aspect of her match against Ms. ██████████. Further, based on the Players’ shared access to financial accounts (e.g., ITIA Ex. 84, paras. 13, 21–23; ITIA Ex. 86, para. 49) and Ms. Riley’s fixing matches for the benefit of betting accounts linked to Ms. Kolar, the inference to be drawn is that Ms. Riley shared the financial benefits of Ms. Riley’s fixing an aspect of the ██████████ match.</p>	<p>he also said in his written statement and testimony.</p>	
AR Charges 5, 6	D.1.d. (2019) - Contrived two aspects of singles match against ██████████ (Guatemala ██████████ Guatemala)	<p>(see above discussion regarding email, betting, and financial accounts, and regarding connection between Players)</p> <p>On ██████████ November 2019, Ms. Riley played singles against ██████████ at the ██████████ Guatemala tournament in ██████████ Guatemala (ITIA Ex.</p>	<p>See Riley’s response to AR Charge 1, <i>supra</i>.</p> <p>Mrs. Riley herself said in the interview that Mrs. Kolar never forced her or suggested that she lose any points on purpose, and that they never discussed these</p>	<p>See responses above, including (i) Ms. Riley’s decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.</p>

	November 2019)	<p>17).</p> <p>Betting data supplied by ██████ (ITIA Ex. 52) shows three ██████ accounts, with usernames ██████ ██████, and ██████ placed a total of seven suspicious in-play bets backing Ms. Riley's opponent on the following markets: (i) first point of game 5 of set 1 (all accounts); and (ii) game 5 of set 1 (██████ only). All seven bets across all three accounts were placed within the same minute (ITIA Ex. 86, para. 146).</p> <p>The account ██████ was registered in Bangladesh in the name "██████ ██████" with email address ██████ (ITIA Ex. 86, para. 148). During a five-month period (3 May 2019 through 6 October 2019), Ms. Kolar used Skrill and Neteller to transfer money to or receive money from accounts associated with 33 email accounts (ITIA Ex. 86, para. 32; ITIA Ex. 75 at ITIA_00890). During this five-month period, Ms. Kolar received a total of €27,986.17, with a net positive balance of €21,539.02. Twelve of the 33 accounts and 18% of the transactions are associated with the name "██████"—a name related to five Bangladeshi ██████ accounts (ITIA Ex. 86, para. 32). 75% of those transactions were incoming, totaled €5,873.27, and occurred between 4 and 5 October 2019 (ITIA Ex. 86, para. 32).</p>	<p>things either. It would be much more likely that if ITIA's claims that Ms. Kolar instructed Ms. Riley how to play tennis were to be true, that this would be found in some conversation between them on the phone from Ms. Kolar, which was seized from her and from which the analysts According to them, ITIA did an extensive investigation (they pulled over 2,800 messages between Ms. Kolar and Ms. Riley, and not a single message mentions anything related to this).</p> <p>It is possible that the ██████ account was used by ██████ ██████ this account was nowhere to be found on Mrs. Kolar's phone. Insofar as ITIA mentions the SKRILL account, the witnesses ██████ ██████ and ██████ explained that Mrs. ██████ opened it and gave it to her son ██████ for use. Mrs. Nastja Kolar, according to the authorization of Mrs. ██████ ██████ only had a SKRILL card in her possession, and she checked the balance on this card via the SKRILL application on her phone or via a web browser.</p> <p>Ms. Nastja Kolar does not understand why ITIA connects</p>	<p>See evidence of the Players' relationship, shared finances, wagering with prior knowledge of outcome of events, and the timing of those wagers (immediately upon the Players becoming roommates, travel partners, and doubles partners) (see evidence identified in "ITIA's Evidence" column in AR Charge 1). Ms. Kolar admits in response to AR Charge 3 (<i>supra</i>): "Both Players explained that they are in frequent communication on a daily basis through telephone and other applications."</p>
--	----------------	---	---	--

		<p>The accounts ██████ and ██████ both combined a tennis bet with a single football bet in accumulators (ITIA Ex. 52; ITIA Ex. 86, para. 147). The accumulators both selected identical football bets at odds of 1.0 (ITIA Ex. 52; ITIA Ex. 86, para. 147). These two accounts made these identical bets despite being accounts registered in different countries of Bosnia-Herzegovina and Montenegro (ITIA Ex. 52; ITIA Ex. 86, para. 147). The use of the accumulator here is a familiar tactic employed by bettors to maximize the possible stake (ITIA Ex. 86, para. 147). The inference to be drawn by the above evidence (including that the bets were placed within the same minute) is that the ██████ and ██████ accounts were controlled by the same person that controlled the ██████ account: Ms. Kolar.</p>	<p>her with the ██████ and ██████ accounts - this has never been mentioned by ITIA before, this is the first time Ms. Nastja Kolar is hearing about these accounts. They were also not mentioned anywhere or found on the phone, nor can I find any financial accounts or screenshots from the casino group. So a completely illogical accusation.</p>	
NK Charges 4, 5	D.1.d. (2019) - Conspired with AR to contrive two aspects of AR's singles match against ██████ (Guatemala ██████ Guatemala ██████ November 2019)			
NK Charges 6, 7	D.1.a. (2019) - Directly or indirectly wagered on the outcome of two aspects of AR's singles match against ██████ (Guatemala ██████ Guatemala ██████ November 2019)	<p>The name '██████' also matches names registered on four other Bangladeshi ██████ accounts associated with Ms. Kolar and related to '█████ ██████ (██████ ████████████████ ████████████████ ████████████████ ████████████████) and ████████████████ as detailed in Mr. Downes's witness statement (ITIA Ex. 86, para. 149; ITIA Ex. 80; ITIA Ex. 70). The inference to be drawn is that Ms. Kolar also controlled the '██████████' account, and that this account also was supplied by her contact, '█████ ██████</p>		

<p>AR Charges 7, 8</p>	<p>D.1.b. (2019) - Facilitated wagering on the outcome of two aspects of singles match against ██████ (Guatemala ██████ Guatemala ██████ November 2019)</p>	<p>Game ██████ of set ██████ was Ms. Riley's service game, Ms. Riley double-faulted on the ██████ point of game ██████ (consistent with the suspicious bets), and Ms. Riley lost game ██████ of set ██████ (consistent with the suspicious bets (ITIA Ex. 17). All seven suspicious bets were successful (ITIA Ex. 86, para. 152).</p> <p>Based on the Players' shared access to financial accounts (e.g., ITIA Ex. 84, paras. 13, 21–23; ITIA Ex. 86, para. 49) and Ms. Riley's fixing matches for the benefit of betting accounts linked to Ms. Kolar, the inference to be drawn is that Ms. Riley shared the financial benefits of Ms. Riley's fixing aspects of the ██████ match.</p>	<p>See Riley's response to AR Charge 1, <i>supra</i>.</p> <p>Regarding the ██████ and djomalinanc accounts, nowhere in ITIA's statements does it appear that they were found on Mrs. Nastja Kolar's phone. Ms. Kolar already emphasized in her sworn written statement and her testimony that she did not control any of the Bangladeshi accounts and any accounts in general (except for the casino), but they were automatically saved in the gallery of her phone from the Casino group chat group - and some of them also saved ██████ ██████ and ██████ ██████ in the phone in the apple ID when using the betting account on Mrs. Kolar's phone.</p>	<p>See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.</p> <p>ITIA Analyst Steve Downes's analysis of the data the ITIA extracted from Ms. Kolar's iPhone X linked Ms. Kolar to 71 sports betting accounts, of which Ms. Kolar controlled at least seven (ITIA Initial Brief, pp. 18–21, para. 5.29).</p> <p>The ITIA also extracted chat messages and screen shots from Ms. Kolar's iPhone showing that Ms. Kolar purchased and controlled dozens of betting accounts and placed bets on tennis (<i>id.</i>, pp. 21–24, paras. 5.30–5.31).</p> <p>Ms. Kolar contention that she participated in a Telegram group contradicts her statements to the ITIA, in which she denied having or using Telegram (ITIA Ex. 32 at ITIA_00424, ITIA_000444).</p> <p>Analyst Downes confirmed that Ms. Kolar affirmatively saved the images to her iPhone X (ITIA</p>
------------------------	---	---	--	--

			<p>Ex. 93 at pp. 2–3, paras. 5–7). Screenshots taken on an Apple device are linked to the “springboard” package: com.apple.springboard (<i>id.</i>).</p> <p>The springboard package is linked to 294 picture files on Ms. Kolar’s iPhone X (<i>id.</i>). These picture files include the [REDACTED] chat screenshots (ITIA Ex. 70 at ITIA_00825–26, ITIA_00829–31) and the Note screenshots of the Serbian account details for [REDACTED] and [REDACTED] (ITIA Ex. 70 at ITIA_00916–17)—which are the accounts that placed the suspicious bets on Ms. Riley’s match against [REDACTED] (ITIA Ex. 93 at p. 2, para. 6; <i>see</i> ITIA Initial Brief, pp. 52–53, paras. 5.108–5.112).</p> <p>The forensic data therefore disprove Ms. Kolar’s assertion that she merely received the files that evidence Ms. Kolar’s Corruption Offenses.</p>
--	--	--	--

AR Charge 9	D.1.d. (2019) - Contrived an aspect of singles match against [REDACTED] ([REDACTED] Taiwan- [REDACTED] November 2019)	<p>(see above discussion regarding email, betting, and financial accounts, and regarding connection between Players)</p> <p>On 10 November 2019, Ms. Riley played singles against [REDACTED] [REDACTED] at the [REDACTED] [REDACTED] tournament in [REDACTED] Taiwan (ITIA Ex. 18).</p> <p>Betting data supplied by [REDACTED] shows that two Serbian [REDACTED] accounts, with usernames [REDACTED] and [REDACTED] each placed a suspicious in-play bet backing Ms. Riley's opponent to win game 3 of set 1 (ITIA Ex. 60). The [REDACTED] account, registered in the name [REDACTED] a [REDACTED] placed a single in-play bet on the Next Game market at odds of 1.57; the account placed a stake of £942.16 on this bet in contrast to all nine previous bets where the highest stake was £86.14 (ITIA Ex. 86, para. 154.a). The [REDACTED] account, registered in the name of Svetlana Ranitovic, placed a single in-play bet opposing Ms. Riley on the identical market and selection. The stake was a similar amount at £941.51, and was placed approximately one minute prior to the other bet (ITIA Ex. 86, para.</p>	<p>See Riley's response to AR Charge 1, <i>supra</i>.</p>	<p>See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.</p>
NK Charge 8	D.1.i. (2019) - Conspired with AR to contrive an aspect of AR's singles match against [REDACTED] ([REDACTED] Taiwan- [REDACTED] er 2019)	<p>£942.16 on this bet in contrast to all nine previous bets where the highest stake was £86.14 (ITIA Ex. 86, para. 154.a). The [REDACTED] account, registered in the name of Svetlana Ranitovic, placed a single in-play bet opposing Ms. Riley on the identical market and selection. The stake was a similar amount at £941.51, and was placed approximately one minute prior to the other bet (ITIA Ex. 86, para.</p>		
NK Charge 9	D.1.a. (2019) - Directly or indirectly wagered on the outcome of an aspect of AR's singles match against [REDACTED] ([REDACTED] Taiwan- [REDACTED] November 2019)	<p>to the other bet (ITIA Ex. 86, para.</p>	<p>The screenshot that ITIA does not mention here is from the group chat of the Casino application, which was automatically saved on Ms. Kolar's phone (explained in Ms. Kolar's sworn statement and testimony).</p>	<p>See evidence above from Steve Downes regarding "springboard" (ITIA's reply evidence column for AR Charges 7, 8), which disproves Ms. Kolar's claim that the files were automatically saved to her iPhone X. Ms. Kolar affirmatively saved the screenshot.</p>

<p>AR Charge 10</p>	<p>D.1.b. (2019) - Facilitated wagering on the outcome of an aspect of singles match against [REDACTED] ([REDACTED] Taiwan- [REDACTED] November 2019)</p>	<p>154.b). Data from Ms. Kolar's iPhone X irrefutably links Ms. Kolar to the [REDACTED] and [REDACTED] accounts (ITIA Ex. 86, para. 155). On 2 October 2019, Ms. Kolar created a screenshot on her iPhone X of a .txt note with personal details for a betting account and Neteller account (ITIA Ex. 75 at ITIA_00916; ITIA Ex. 70 at ITIA_00832; ITIA Ex. 86, para. 155.a; ITIA Ex. 93, para. 6). The name, date of birth, email address, and username in the screenshot all match those registered for the [REDACTED] [REDACTED] account (ITIA Ex. 86, para. 155.a).</p> <p>One minute later, Ms. Kolar created a second screenshot on her iPhone X of another .txt note with personal details for a betting account and Neteller account (ITIA Ex. 75 at ITIA_00917; ITIA Ex. 70 at ITIA_835; ITIA Ex. 86, para. 155.b; ITIA Ex. 93, para. 6). The name, date of birth, email address and username all match those registered for the [REDACTED] [REDACTED] account (ITIA Ex. 86, para. 155.b).</p> <p>Ms. Kolar created the email account [REDACTED] [REDACTED] (in the</p>	<p>See Riley's response to AR Charge 1, <i>supra</i>.</p>	<p>See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.</p>
<p>NK Charge 10</p>	<p>D.1.e. (2019) - Facilitated AR not to use her best efforts during AR's singles match against [REDACTED] ([REDACTED] Taiwan- [REDACTED] November 2019)</p>	<p>Ms. Kolar created the email account [REDACTED] [REDACTED] (in the</p>	<p>Everything that ITIA states in this point was done by [REDACTED] [REDACTED] - the latter explained in his written sworn statement and testimony that he used Nettel for some transactions that were not known to Mrs. Kolar - everything mentioned was sent by [REDACTED] in Casino group chat, namely the members of Casino groups exchanged mutual accounts in this way due to different limits, bonuses, etc.</p>	<p>See lack of credibility of Ms. Kolar and her witnesses, including [REDACTED]</p> <p>[REDACTED] could not remember, for instance, the email address linked to the Skrill account he used for casino and sports betting (Day 3 hearing transcript at p. 3, line 20–p. 4, line 12).</p> <p>[REDACTED] testified that, when using Ms. Kolar's iPhone X to play casino, he played using an app (<i>id.</i> at p. 3, lines 23–25). Ms. Kolar testified, inconsistent with [REDACTED] that the ITIA did not find any casino apps on her iPhone X because she used casino via Safari, her web browser (Day 2 hearing transcript at p. 74, lines 13–17).</p>

NK Charge 11	D.1.g. (2019) - Directly or indirectly provided money to AR with the intention of negatively influencing AR's best efforts in AR's singles match against [REDACTED] ([REDACTED] Taiwan- [REDACTED] November 2019)	name of her [REDACTED] [REDACTED] which she set up on and accessed from her iPhone X (ITIA Ex.86, paras 25-26; 30; 33-37; 50-53; ITIA Ex. 35 at ITIA_00488). Later on 2 October 2019, the email account [REDACTED] [REDACTED] received an email from noreply@neteller.com providing notice that a money transfer of €15.45 was successfully received by [REDACTED] (ITIA Ex. 81). This email shows that Ms. Kolar made a money transfer to a Neteller account with an email address matching the one registered to the [REDACTED] account in the name of [REDACTED] [REDACTED] (ITIA Ex. 80). The first tennis bet on this account was on the evening of 2 October 2019, approximately 3½ hours after Ms. Kolar made the deposit (ITIA Ex. 86, para. 155.c).		
AR Charge 11	D.1.f. (2019) - Directly or indirectly received or agreed to receive in the future money on the basis of not giving her best efforts in singles match against [REDACTED] ([REDACTED] Taiwan- [REDACTED] November 2019)	Game [REDACTED] of set [REDACTED] was Ms. Riley's service game, Ms. Riley served a double fault on the [REDACTED] point of the game, and Ms. [REDACTED] won the game (consistent with the suspicious betting) (ITIA Ex. 18).	See Riley's response to AR Charge 1, <i>supra</i> . The same as already written above - Mrs. Riley herself confirmed in her interview that she and Mrs. Kolar never discussed arranging matches, as Mrs. Kolar stated in her sworn statement and her testimony.	See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.

NK Charge 12	D.1.g. (2019) - Conspired with AR to directly or indirectly provide money to AR with the intention of negatively influencing AR's best efforts in AR's singles match against [REDACTED] ([REDACTED] Taiwan- [REDACTED] November 2019)	<p>The suspicious bets placed by the [REDACTED] and [REDACTED] accounts controlled by Ms. Kolar were successful (ITIA Ex. 86, para. 157).</p> <p>Based on the Players' shared access to financial accounts (e.g., ITIA Ex. 84, paras. 13, 21–23; ITIA Ex. 86, para. 49) and Ms. Riley's fixing matches for the benefit of betting accounts linked to Ms. Kolar, the inference to be drawn is that Ms. Riley shared the financial benefits of Ms. Riley's fixing an aspect of the [REDACTED] match.</p>		
AR Charge 12	D.1.d. (2020) - Contrived an aspect of doubles match against [REDACTED] ([REDACTED] France- [REDACTED] January 2020)	<p>(see above discussion regarding email, betting, and financial accounts, and regarding connection between Players)</p> <p>On 18 January 2020, Ms. Riley played doubles with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] at the [REDACTED] tournament in [REDACTED] France (ITIA Ex. 19).</p> <p>On 20 January 2020, the ITIA received an alert from IBIA (successor to ESSA) of suspicious betting activity reported by [REDACTED] (ITIA Ex. 27).</p>	<p>See Riley's response to AR Charge 1, <i>supra</i>.</p> <p>Everything that ITIA states in this point refers to the accounts that Ms. [REDACTED] established at the request of [REDACTED] [REDACTED] which he then exclusively used himself (evidence: sworn statements and testimony of [REDACTED] [REDACTED] and [REDACTED] [REDACTED])</p>	<p>See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.</p> <p>See lack of credibility of Ms. Kolar and her witnesses.</p>
NK Charge 13	D.1.i. (2020) - Conspired with AR to contrive an aspect of AR's doubles match against [REDACTED]	<p>The betting data provided by [REDACTED] (ITIA Ex. 44) show a Slovenian [REDACTED] account with the username '[REDACTED] [REDACTED]' placed a suspicious</p>		

	(██████████ France-██████████ January 2020)	in-play bet backing Ms. Riley's opponents to win the first point of the third game of the first set at odds of 1.73. (ITIA Ex. 86, para. 86, para. 160). The third game of the first set was Ms. Riley's service game, and Ms. Riley double faulted on the first point of the third game (consistent with the suspicious bet) (ITIA Ex. 19).		
NK Charge 14	D.1.a. (2020) - Directly or indirectly wagered on the outcome of an aspect of AR's doubles match against ██████████ (██████████ France-██████████ January 2020)	The bet against Ms. Riley in the ██████████ match was on the same point (first point of game 3 of the first set) that was the subject of suspicious betting in the ██████████ match, and in the same game as the suspicious betting in the ██████████ match—showing a consistent pattern of fixing aspects of matches (ITIA Ex. 86, para. 162).	Everything that ITIA states in this point refers to the accounts that Ms. ██████████ established at the request ██████████ e ██████████ which he then exclusively used himself (evidence: sworn statements and testimony of ██████████ and ██████████ ██████████)	See lack of credibility of Ms. Kolar and her witnesses.
AR Charge 13	D.1.b. (2020) - Facilitated wagering on the outcome of an aspect of doubles match against ██████████ (██████████ France-██████████ January 2020)	The suspicious bet was successful (ITIA Ex. 86, para. 166). The "██████████ ██████████" account placed a stake of £439.69, which is the highest stake in 173 tennis bets placed by the account and one of only 4 bets with stakes over £100, which contrasts with the account's typical betting patterns and suggests the bettor knew that Ms. Kolar and Ms. Riley had agreed Ms. Riley would lose the point (ITIA Ex. 86, para. 163). Of the 173 tennis bets this account placed, this suspicious bet was the only bet on the	See Riley's response to AR Charge 1, <i>supra</i> .	See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.
NK Charge 15	D.1.e. (2020) - Facilitated AR not to use her best efforts during AR's doubles match against		As ██████████ ██████████ explained in his written statement, as well as Ms. Nastja Kolar - ██████████ ██████████ logged into Gmail on Ms. Nastja Kolar's phone via a web browser and remained logged in, which is why this specific email	See lack of credibility of Ms. Kolar and her witnesses.

	<p>(██████████ France-██████████ January 2020)</p>	<p>“Next Game First Point” market, which shows that it is not a typical market chosen by this bettor (ITIA Ex. 86, para. 164).</p> <p>This betting account with username ██████████, registered email address ██████████ in the name ██████████ with date of birth ██████████ is irrefutably linked to Ms. Kolar by data from her iPhone X (ITIA Ex. 86, para. 165) Between May and October 2019, the ██████████ Gmail account (██████████)</p>	<p>was also found on the phone from Mrs. Kolar (as well as all other emails used by ██████████ and ██████████). Namely, when a person is registered in the mail without deleting the history on the safari browser, you automatically receive all emails even if you do not use this email, because the other person uses it on another device, but you consequently receive all emails because you are registered in this mail on the phone.</p>	
<p>NK Charge 16</p>	<p>D.1.g. (2020) - Directly or indirectly provided money to AR with the intention of negatively influencing AR’s best efforts in AR’s doubles match against ██████████ (██████████ France-██████████ January 2020)</p>	<p>exchanged 43 emails with Skrill, including 10 notifications of incoming transactions totaling €3,██████████.14 (ITIA Ex. 86, para. 44). The ██████████ account is registered in the name of ██████████ (ITIA Ex. 86, para. 65), and a photo of an ID card for ██████████ with details matching the date of birth ██████████ was saved on Ms. Kolar’s iPhone X (ITIA Ex.75 at ITIA_00918-19; ITIA Ex.86 paras 44-45). The email address ██████████ is one of the Gmail accounts set up on Ms. Kolar’s iPhone X (ITIA Ex. 86, para. 65). The ██████████ ██████████</p>		

AR Charge 14	D.1.f. (2020) - Directly or indirectly received or agreed to receive in the future money on the basis of not giving her best efforts in doubles match against ██████████ (██████████ France-██████████ January 2020)	<p>account has 173 betting slips that include bets on tennis, including this suspicious bet on Ms. Riley's ██████████ January 2020 doubles match against ██████████ (ITIA Ex. 86, para. 65). Nastja Kolar created the ██████████ account (ITIA Ex. 33 at ITIA_00469).</p> <p>Based on the Players' shared access to financial accounts (e.g., ITIA Ex. 84, paras. 13, 21–23; ITIA Ex. 86, para. 49) and Ms. Riley's fixing matches for the benefit of betting accounts linked to Ms. Kolar, the inference to be drawn is that Ms. Riley shared the financial benefits of Ms. Riley's fixing an aspect of the ██████████ match.</p>	See Riley's response to AR Charge 1, <i>supra</i> .	See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.
NK Charge 17	D.1.g. (2020) - Conspired with AR to directly or indirectly provide money to AR with the intention of negatively influencing AR's best efforts in AR's doubles match against ██████████ (██████████ France-██████████ January 2020)			

<p>NK Charge 18, 19</p>	<p>D.1.d. (2015) - Contrived two aspects of doubles match against [REDACTED] (Turkey- [REDACTED] December 2015)</p>	<p>Six Swedish [REDACTED] [REDACTED] betting accounts controlled by [REDACTED] [REDACTED] placed suspicious bets on Ms. Kolar's matches that are the subject of NK Charges 18-34 (ITIA Ex. 75 at ITIA_0911; ITIA Ex. 86, para. 100; ITIA Ex. 87, paras. 7-8; ITIA Ex. 86, SD Ex. C).</p> <p>[REDACTED] was dating (is now married to) [REDACTED] [REDACTED] (ITIA Ex. 86, para. 100).</p> <p>[REDACTED] was Ms. Kolar's doubles partner in several of the suspicious matches, and is a Facebook Messenger and Instagram contact on Ms. Kolar's iPhone X (ITIA Ex. 86, para. 100)</p> <p>[REDACTED] and [REDACTED] were convicted of fraud in Sweden for match fixing (ITIA Ex. 86, para. 100)</p> <p>Ms. Kolar falsely denied that she had [REDACTED] contact information (ITIA Ex. 32 at ITIA_00418; ITIA 86, para. 101)</p> <p>On [REDACTED] December 2015, Ms. Kolar played doubles with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] at the [REDACTED] Women's tournament in [REDACTED] Turkey (ITIA Ex. 20)</p> <p>The [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>	<p>Mrs. Kolar explained in her sworn written statement and her testimony that she did not know the person [REDACTED] [REDACTED] and that she had no contact with him, and that his phone number remained entered in her phone because Ms. Kolar lent her phone to her teammate and roommate at the hotel at the time, [REDACTED] so that the latter could call Irafan [REDACTED] (who was [REDACTED] boyfriend at the time). There was also no conversation, message, or any connection on Facebook or any social media account between Ms. Kolar and [REDACTED] [REDACTED] found on Ms. Nastja Kolar's phone, nor is there any direct or indirect evidence that Ms. Kolar received any money from [REDACTED] [REDACTED] or [REDACTED] [REDACTED] to host their match.</p> <p>However, in her written statement and testimony, Ms. Kolar already said that at that time [REDACTED] as her teammate, knew that Ms. Kolar was ill with bronchitis and may have told this information to her boyfriend [REDACTED] [REDACTED] who then bet on this match.</p> <p>In this regard, Mrs. Kolar has said several times that ITIA</p>	<p>See lack of credibility of Ms. Kolar and her witnesses.</p> <p>Message data on Ms. Kolar's iPhone X dates back to October 2017 and does not include this time range (<i>see, e.g.</i>, ITIA Ex. 78, p. 1; ITIA Ex. 82, p. 14, fn.10). Ms. Kolar stated in her 1 April 2019 ITIA interview that she bought her then-current phone "a few days ago" (ITIA Ex. 30 at ITIA_00386), which explains the limited data available on her phone.</p> <p>Health and travel factors do not explain why the bettors had prior knowledge of the outcome of <i>aspects</i> of the match (specific points and games).</p> <p>The outcome of the overall match has nothing to do with the outcome of the specific <i>aspects</i> of the match on which the bettors wagered with prior knowledge of the outcome.</p> <p>The ITIA disclosed the universe of wagers that the suspicious bettors placed in relation to Ms. Kolar's matches (including the single unsuccessful wager). Whether <i>other</i> bettors without inside information placed</p>
-------------------------	---	--	--	--

		<p>betting account (username: ██████████ placed four in-play bets backing Ms. Kolar's opponents in four markets:</p> <ul style="list-style-type: none"> (i) ██████████ to win game ██████████ of set ██████████ (which was Ms. Kolar's service game and the subject of NK Charge 18); (ii) ██████████ to win the ██████████ point of game ██████████ of set ██████████ (the subject of NK Charge 19); (iii) ██████████ to win game ██████████ of set ██████████ and ██████████ (iv) ██████████ to win the ██████████ point of game ██████████ of set ██████████ <p>(ITIA Ex. 72; ITIA Ex. 73; ITIA Ex. 80, line 48; ITIA Ex. 86, para. 104; ITIA Ex. 87, Ex. A)</p> <p>The markets for (i) set ██████████ game ██████████ and (ii) set ██████████ game ██████████ offered odds of 3.5, and the bets were for a stake of approximately £260 and £311 (ITIA Ex. 86, para. 105; ITIA Ex. 87, Ex. A)</p> <p>All four suspicious bets were successful, with an approximate total profit of £6,604.68 (ITIA Ex. 86, para. 105; ITIA Ex. 87, Ex. A)</p> <p>Only 1 out of 31 wagers that the Swedish accounts placed on Ms. Kolar's matches was unsuccessful</p>	<p>should submit data on all bets on these controversial matches - to see how much money those who bet lost, so that they would have the whole picture.</p> <p>Because if we look at the percentage of bets lost by bookmakers and won by the bookmaker on Mrs. Kolar's matches, they are much larger than the matches that ITIA states were lost by the bookmaker on Mrs. Kolar. If you were to look at the whole picture and analyze all the matches, you would see that, at the end of the day, the bookmaker always wins much more money than it loses in all the matches, as well as in Mrs. Kolar's matches. So at this point it is inappropriate from the ITIA side to make accusations of so-called "fixed matches", because you have to look at the whole story, which would then look completely different. And the analysis would be completely different.</p> <p>For each of the match-fixing charges against Ms. Kolar, the ITIA has failed to provide any evidence demonstrating: (1) that Ms. Kolar had any knowledge of the betting that purportedly occurred during her</p>	<p>legitimate bets is not relevant to whether Ms. Kolar provided <i>these</i> corrupt bettors wagered on fixed points and games.</p>
--	--	--	--	--

		<p>(ITIA Ex. 87). Excluding the single unsuccessful wager the six accounts placed on Ms. Kolar's matches, the likelihood of all 31 wagers being successful was 1 in 32,375,000 (ITIA Ex. 87 and ITIA Ex. 87, Ex. A (native spreadsheet)).</p>	<p>matches; (2) that she took any actions (or failed to give her best efforts) based on that betting; or (3) that she actually received any money for violating any provision of the Program.</p> <p>Also there must be said, that none of the interviews that ITIA made with Ms. Kolar, do not provide any evidence demonstrating knowledge or intent on Ms. Kolar part to “contrive” any aspect of any match. On the contrary, in each and every interview, Ms. Kolar denied any intent to contrive any aspect of any match.</p> <p>As we can see, Steve Downes was the only ITIA witness who offered any testimony relating to any of the match-fixing charges against Ms. Kolar and he repeatedly admitted that there was no direct evidence found of Ms. Kolar discussing betting on tennis with anyone.</p> <p>Furthermore, the ITIA has failed to provide any evidence that any betting activity on Ms. Kolars matches was done with her knowledge. There is a great possibility of that betting was more likely than not the result of the apparent rampant</p>	
--	--	---	---	--

			<p>“courtsiding” that professional tennis allows to take place at its events by spectators and even Official – as also ██████ described how he allowed two suspected Russian courtsiders and a Chinese courtsider to attend matches over the course of multiple days during the ██████ ██████ in Singapore in May 2019).</p> <p>Accordingly, the ITIA has failed to prove that it is more likely than not that Ms. Kolar intentionally engaged in contriving any aspect of any match.</p> <p>Everything written above applies to the accusations of NK from no. 18-34.</p>	
NK Charge 20, 21	D.1.d. (2015) - Contrived two aspects of doubles match against ██████ (█████ Turkey-█████ December 2015)	<p>(see above evidence regarding Swedish ██████ ██████ betting accounts)</p> <p>The following day, on ██████ December 2015, Ms. Kolar played doubles in the same tournament with Ms. ██████ against ██████ ██████ and ██████ ██████ (ITIA Ex. 21)</p> <p>The ‘█████ ██████ ██████ ██████’ betting account (username: ██████) placed one in-play bet backing Ms. Kolar’s opponents to win game ██████ of set ██████ and the “█████ ██████</p>		

██████████ account (username: ██████████) placed two in-play bets backing Ms. Kolar's opponents in the following markets: (i) game ██████████ of set ██████████ and (ii) ██████████ 5 of set ██████████ (the same game on which the ██████████ ██████████ account wagered (ITIA Ex. 72; ITIA Ex. 73; ITIA Ex. 80; ITIA Ex. 86, paras. 108-09; ITIA Ex. 87, Ex. A; ITIA Ex. 86, SD Ex. C)

Game ██████████ of set ██████████ and game ██████████ of set ██████████ were Ms. Kolar's service games (ITIA Ex. 21)

In the ██████████ set, Ms. Kolar and Ms. ██████████ won the first ██████████ games, resulting in odds of 2.25 for the suspicious bet on game 6 of set 1 (ITIA Ex. 86, para. 111)

In game ██████████ of set ██████████ Ms. Kolar lost her service, serving two double faults in the process (ITIA Ex. 21)

Ms. Kolar served a double fault in game ██████████ of set ██████████ (ITIA Ex. 21)

These ██████████ double faults were Ms. Kolar's only double faults of the match (ITIA Ex. 21)

All three suspicious bets won, with combined total winnings of approximately £697 (ITIA Ex. 86, para. 112; ITIA Ex. 87, Ex. A)

<p>NK Charge 22-26</p>	<p>D.I.d. (2016) - Contrived five aspects of singles match against [REDACTED] Turkey (January 2016)</p>	<p>(see above evidence regarding Swedish [REDACTED] betting accounts)</p> <p>On [REDACTED] January 2016, Ms. Kolar played singles against [REDACTED] at the [REDACTED] tournament in [REDACTED] Turkey (ITIA Ex. 22)</p> <p>The "[REDACTED]" account (username: [REDACTED]) placed three in-play bets backing Ms. Kolar's opponent in the following markets: (i) game [REDACTED] of set [REDACTED] (ii) game [REDACTED] of set [REDACTED] and (iii) game [REDACTED] of set [REDACTED] and the "[REDACTED]" account (username: [REDACTED]) placed four in-play bets backing Ms. Kolar's opponent in the following markets: (i) game [REDACTED] of set [REDACTED] (ii) game [REDACTED] of set [REDACTED] (iii) game [REDACTED] of set [REDACTED] and (iv) game [REDACTED] of set [REDACTED] score [REDACTED] in favor of Ms. [REDACTED]. Thus, the [REDACTED] account wagered on the same games as the [REDACTED] account (plus one additional bet on the score within one of the fixed games) (ITIA Exs. 72, 73, 80; ITIA Ex. 86, paras. 114-15; ITIA Ex. 87, Ex. A; ITIA Ex. 86, SD Ex. C)</p> <p>Two of the three games that were the subject of the suspicious bets in the [REDACTED] match were the same games that were the subject of the suspicious bets in the [REDACTED] / [REDACTED] match (game [REDACTED] of set [REDACTED] and game [REDACTED] of set [REDACTED])</p>		
------------------------	---	---	--	--

		<p>(ITIA Ex. 86, para. 116)</p> <p>Each of the games that was the subject of suspicious bets (game █ of set █ game █ of set █ and game █ of set █ was Ms. Kolar's service game (ITIA Ex. 22)</p> <p>In game █ of set █ Ms. Kolar double faulted █ (ITIA Ex. 22)</p> <p>In game █ of set █ Ms. Kolar double faulted █ (ITIA Ex. 22)</p> <p>In game █ of set █ Ms. Kolar double faulted █ (ITIA Ex. 22)</p> <p>In game █ of set █ Ms. Kolar lost the first █ points, including a double fault on the █ point, resulting in a score of █ in favor of Ms. █ (ITIA Ex. 22)</p> <p>All seven suspicious bets were successful (ITIA Ex. 86, para. 118; ITIA Ex. 87, Ex. A)</p>		
NK Charge 27-30	<p>D.1.d. (2016) - Contrived four aspects of singles match against █ (█ Turkey-█ January 2016)</p>	<p>(see above evidence regarding Swedish █ █ betting accounts)</p> <p>At the same tournament, on █ January 2016, Ms. Kolar played singles against █ █ (ITIA Ex. 23)</p> <p>The "█ █ █ █ account (username: █ "█</p>		

██████████ account
(username: ██████████ and "██████████
██████████ account
(username: ██████████ all placed in-
play bets backing Ms. Kolar's opponent
in the same markets: (i) game █ of set █
and (ii) game █ of set █ In addition, the
"██████████ account placed an in-
play bet on the score within game █ of
set █ for the score to be ██████ in favor of
Ms. ██████ (ITIA Exs. 72, 73, 80;
ITIA Ex. 86, para 120; ITIA Ex. 87, Ex.
A; ITIA Ex. 86, SD Ex. C).

Both games that were the subject of
suspicious bets (game █ of set █ and
game █ of set █ were Ms. Kolar's
service games (ITIA Ex. 23)

In game █ of set █ Ms. Kolar double-
faulted ██████ times (ITIA Ex. 23)

In game █ of set █ Ms. Kolar lost █
██████ after double-faulting ██████ (ITIA
Ex. 23)

In game █ of set █ Ms. Kolar lost the
first ██████ points, including a double fault
on the ██████ point, resulting in a score
of ██████ in favor of Ms. ██████
(ITIA Ex. 23)

All seven suspicious bets were
successful (ITIA Ex. 86, para. 122;
ITIA Ex. 87, Ex. A)

<p>NK Charge 31, 32</p>	<p>D.I.d. (2016) - Contrived two aspects of doubles match against [REDACTED]: [REDACTED] Turkey- January 2016)</p>	<p>(see above evidence regarding Swedish [REDACTED] [REDACTED] betting accounts)</p> <p>The same day, at the same tournament, Ms. Kolar played doubles with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] (ITIA Ex. 24)</p> <p>The "[REDACTED] [REDACTED] [REDACTED] [REDACTED] account (username: [REDACTED] and "[REDACTED] [REDACTED] [REDACTED] [REDACTED] account (username: [REDACTED] each placed a single in-play bet backing Ms. Kolar's opponents to reach [REDACTED] (i.e., for Ms. Kolar and [REDACTED] to lose the first [REDACTED] points) in game [REDACTED] in set [REDACTED] Both accounts chose the same market with odds of 4.5. (ITIA Exs. 72, 73, 80; ITIA Ex. 86, para. 124; ITIA Ex. 87, Ex. A; ITIA Ex. 86, SD Ex. C)</p> <p>The subject game was Ms. Kolar's service game (ITIA Ex. 24)</p> <p>On the [REDACTED] point, Ms. Kolar served a fault on her [REDACTED] serve and lost the point (ITIA Ex. 24)</p> <p>On the [REDACTED] point, Ms. Kolar double- faulted (ITIA Ex. 24)</p> <p>Both suspicious bets were successful (ITIA Ex. 86, para. 125; ITIA Ex. 87, Ex. A)</p>		
-----------------------------	--	---	--	--

<p>NK Charge 33, 34</p>	<p>D.1.d. (2016) - Contrived two aspects of singles match against [REDACTED] Turkey- February 2016)</p>	<p>(see above evidence regarding Swedish [REDACTED] betting accounts)</p> <p>On [REDACTED] February 2016, Ms. Kolar played singles against [REDACTED] at the [REDACTED] tournament in [REDACTED] Turkey (ITIA Ex. 25)</p> <p>The [REDACTED] account (username: [REDACTED] account (username: [REDACTED]), and [REDACTED] account (username [REDACTED]) placed in-play bets backing Ms. [REDACTED] in the following markets: (i) game [REDACTED] of set [REDACTED] and [REDACTED] (ii) game [REDACTED] of set [REDACTED] (all three accounts); and (iii) point [REDACTED] of game [REDACTED] of set [REDACTED] ([REDACTED] and [REDACTED]) (ITIA Exs. 72, 73, 80; ITIA Ex. 86, para 128; ITIA Ex. 87, Ex. A; ITIA Ex. 86, SD Ex. C)</p> <p>Ms. [REDACTED] won game [REDACTED] of set [REDACTED] serving her [REDACTED] of the match on the [REDACTED] point of the game (ITIA Ex. 25)</p> <p>Game [REDACTED] of set [REDACTED] was Ms. Kolar's service game, which Ms. Kolar lost [REDACTED], without making a first serve, and after double-faulting at [REDACTED] (ITIA Ex. 25)</p> <p>All seven suspicious bets were successful (ITIA Ex. 86, para. 130; ITIA Ex. 87, Ex. A)</p>	<p>Specifically, during this match, Mrs. Kolar had bronchitis (as already mentioned above and in the brief, where she also mentions the trip from Brazil directly to Turkey, the time difference, the altitude difference, the temperature difference.... All of this affects the health and ill-preparedness of Mrs. Kolar. Also that week, in the quarter-finals, she gave up the match due to ill health, which confirms all her statements, which can be checked in the archive of itf tournaments and medical forms.. Mrs. Kolar also won this match 2:0 in sets, so Mrs. Kolar doesn't know what the problem is with this match.</p>	<p>Health and travel factors do not explain why the bettors had prior knowledge of the outcome of <i>aspects</i> of the match (specific points and games).</p> <p>The outcome of the overall match has nothing to do with the outcome of the specific <i>aspects</i> of the match on which the bettors wagered with prior knowledge of the outcome.</p>
-------------------------	---	--	--	---

		<p>On the same day as the match (February 2016), the ITIA received an alert from ESSA that betting operators ██████████ and ██████████ had reported suspicious betting activity on this match. The betting operators stated: "it is unusual to see bets on point betting for the next game that far in advance" (ITIA Ex. 28 at ITIA_00362).</p> <p>On February 2016, the ITIA received a notice that Federbet suspected that aspects of the ██████████ match (including the markets that were the subject of the suspicious bets above) were fixed (ITIA Ex. 28 at ITIA_00363)</p>		
NK Charge 35	D.1.d. (2017 and 2019) -Wagered on tennis	<p>(see above evidence regarding Ms. Kolar's betting on Ms. Riley's matches)</p> <p>Through email addresses, usernames, and other data retrieved from Ms. Kolar's iPhone X, Mr. Downes identified a total of 71 betting accounts with matching registered email addresses, usernames, names, or other information, plus five accounts indirectly linked to Ms. Kolar (ITIA Ex. 86, para. 62; ITIA Ex. 80; ITIA Ex. 70). Seven of those 71 accounts are associated with Ms. Kolar because her iPhone X contains secure information for those accounts such as login passwords (ITIA Ex. 86, para. 63).</p> <p>The first identified betting account is</p>	<p>All accounts in the name of ██████████ were used by ██████████ (proof: written sworn statement of ██████████ and Djordja ██████████ and their testimony), and everything in the name ██████████ was exclusively used by her son ██████████ who will could also tell at his hearing about the reasons why his ██████████ ██████████ cannot be heard.</p> <p>██████████ also used his betting account in his own name, as he already stated in his written statement and will also testify. So that only he is the owner and the only one who used his account.</p>	<p>See evidence above from Steve Downes regarding "springboard" (ITIA's reply evidence column for AR Charges 7, 8), which disproves Ms. Kolar's claim that the files were automatically saved to her iPhone X. Ms. Kolar affirmatively saved the screenshot.</p> <p>See lack of credibility of Ms. Kolar and her witnesses.</p> <p>Ms. Kolar's use of betting accounts in <i>others'</i> names is evidence of her intent to hide her corrupt activity.</p>

registered in Ms. Kolar's full name with her date of birth (ITIA Ex. 86, para. 64). The username is '██████████' (ITIA Ex. 86, para. 64). The associated email address, ██████████, matches the main Apple account ID on Ms. Kolar's iPhone X (ITIA Ex. 86, para. 64). The forensic extraction identifies three Accounts artifacts and 20 Secure Storage artifacts containing this email address (ITIA Ex. 86, para. 64). The account has two betting slips that include bets on tennis (ITIA Ex. 86, para. 64).

The second betting account is registered in the name ██████████ (Ms. Kolar's ██████████ (ITIA Ex. 86, para. 65). The username is '██████████' and the associated email address is ██████████ (one of the Gmail accounts Ms. Kolar set up on her iPhone X) (ITIA Ex. 86, para. 65). This betting account has 173 betting slips that include bets on tennis (ITIA Ex. 86, para. 65). This account placed a suspicious bet on Ms. Riley's 18 January 2020 doubles match with ██████████ against ██████████ and ██████████ (ITIA Ex. 86, para. 65).

The third betting account is registered in the name of ██████████ a ██████████ (ITIA Ex. 86, para. 66). The username is '██████████' and the associated email address is ██████████

Ms. Nastja Kolar never had a betting account that contained her name and surname (evidence: written statement and testimony of Ms. Kolar).

Ms. Kolar's assertion that "Bangla" refers to a person is belied by the many Bangladeshi betting accounts that the ITIA discovered on Ms. Kolar's iPhone X (ITIA Ex. 86, paras. 33, 38, 43, 78, 82, 92, 141, 148–150).

██████████'s explanation of the ██████████ betting account (used by ██████████ at the behest of ██████████'s friend) is inconsistent with Ms. Kolar's explanation during her ITIA interview of the presence of the ██████████ email account on Ms. Kolar's iPhone X (that Ms. Kolar established the ██████████ email account for the benefit of her ██████████ friend) (ITIA Ex. 35 at ITIA Ex. 00491).

None of Ms. Kolar's witnesses (including herself) provided a credible explanation for why Mr. ██████████ controlled an account with the password '██████████' and ██████████ controlled a betting account with the same password—a ██████████ ██████████ admits she uses for Instagram and Facebook (Day 2 Hearing Transcript, p. 64, line 12 – p. 65, line 4). Ms. Kolar's brother was named ██████████ (*id.*, p. 49, lines 15–23). The only

		<p>(another Gmail account Ms. Kolar set up on her iPhone X) (ITIA Ex. 86, para. 66). This betting account has 150 betting slips that include bets on tennis (ITIA Ex. 86, para. 66). (Ms. Kolar submitted a witness statement purportedly offered by Ms. [REDACTED] Ms. [REDACTED] will not submit herself to cross-examination at this hearing.)</p> <p>The fourth betting account is registered in the name of [REDACTED] (ITIA Ex. 86, para. 67). The username is '[REDACTED]' and the associated email address is [REDACTED] (another Gmail account Ms. Kolar set up on her iPhone X) (ITIA Ex. 86, para. 67). This account has 189 betting slips that include bets on tennis with an overall profit of £1,434.85 (ITIA Ex. 86, para. 67).</p> <p>The fifth betting account is registered in the name of [REDACTED] ([REDACTED] [REDACTED] (ITIA Ex. 86, para. 68). The username is '[REDACTED]' the associated email address is [REDACTED], and the registered birthday is that of Ms. Kolar's [REDACTED] (ITIA Ex. 86, paras. 55, 68). This account has 12 betting slips that include bets on tennis with an overall profit of £213.73 (ITIA Ex. 86, para. 68). Ms. Kolar saved the [REDACTED]@gmail.com account</p>	<p>Everything stated about the [REDACTED] accounts was exclusively used by [REDACTED] (proof: written statements and testimony of [REDACTED] and [REDACTED]</p>	<p>plausible explanation is that Ms. Kolar controlled all of these accounts.</p> <p>Ms. Kolar's reliance on a VPN to protect her location ignores that the VPN masks <i>internet</i> usage data, whereas the ITIA relies on geolocation data attached to photographs on her phone and on instances of wi-fi connections in specific locations—none of which is masked by a VPN (ITIA Ex. 93, paras. 8–17).</p>
--	--	--	---	--

(which incorporates the name of Ms. Kolar's [REDACTED] under the Apple Safari and Apple Keychain applications on her iPhone X (ITIA Ex. 86, para. 55). Ms. Kolar stored the login credentials for the [REDACTED] betting account in an Apple Note on her iPhone X, including a password for the betting account ([REDACTED] that is the same as Ms. Kolar's ITF IPIN account password (ITIA Ex. 86, para. 55; ITIA Ex. 75 at ITIA_00941). Another Apple Note Ms. Kolar created on her iPhone X contains login information to a Skrill account linked to this second Gmail account in the name of [REDACTED] (ITIA Ex. 86, para. 55; ITIA Ex. 75 at ITIA_00941).

The sixth betting account is registered in the name of [REDACTED] (ITIA Ex. 86, para. 69). The username is '[REDACTED]' and the associated email address is [REDACTED] (ITIA Ex. 86, para. 69). This email address is associated with Google+, Google Drive, and Google Talk IDs in the accounts on Ms. Kolar's iPhone X (ITIA Ex. 86, para. 69). Ms. Kolar created two Apple Notes linked to this betting account (ITIA Ex. 86, para. 69). The first, modified on 3 December 2018, provides a match for the username [REDACTED] under the heading '[REDACTED]' (ITIA Ex. 76 at ITIA_00941). The password ([REDACTED] is almost identical to the

[REDACTED] asked Mr. [REDACTED] for a betting account in [REDACTED] name and then used it himself.

At his hearing and in his written statement, [REDACTED] explained that everything related to the "[REDACTED] account

[REDACTED] and the [REDACTED] account ([REDACTED] (ITIA Ex. 75 at ITIA_00941). The second Note modified on 17 December 2018 contains a match for the registered email address (ITIA Ex. 86, para. 69). This account has three betting slips that include bets on tennis with an overall profit of £221.73 (ITIA Ex. 86, para. 69).

The seventh betting account is registered in the name of [REDACTED] [REDACTED] (ITIA Ex. 86, para. 70). The username is [REDACTED], and the registered email address is [REDACTED] (ITIA Ex. 86, para. 70). The first part of the registered email address ([REDACTED]) matches two Account Names saved by the Apple Safari application on Ms. Kolar's iPhone X (ITIA Ex. 86, para. 70). The two account names are the same and relate to [REDACTED] server URLs (ITIA Ex. 86, para. 70). Both accounts display the same [REDACTED] bi[REDACTED] to Ms. Kolar's [REDACTED] ([REDACTED] (ITIA Ex. 86, para. 70). Ms. Kolar accessed these accounts from her iPhone X (ITIA Ex. 86, para. 70). This account has 881 betting slips that include bets on tennis with an overall profit of £3,258.30 (ITIA Ex. 86, para. 70). Ms. Kolar's wagers include two betting slips with 10 bets on her own matches (ITIA Ex. 86, para. 70).

was for the exclusive use of [REDACTED] [REDACTED]

In his written statement and hearing, [REDACTED] [REDACTED] confirmed that all these accounts were used by him (that he used a large number of accounts from former Yugoslav republics such as Croatia, Serbia, Bosnia, etc...) The password "[REDACTED]" was also apparently used by [REDACTED] [REDACTED] because he found it suitable and fairly easy to use. As we have already said, Nastja and [REDACTED] were hanging out and also talking about passwords, and

Chat messages and screenshots also demonstrate that Ms. Kolar purchased and controlled dozens of betting accounts, particularly from Bangladesh. Screenshots from Ms. Kolar's iPhone X show that "██████████ provided Ms. Kolar details for numerous betting account and money transfer accounts (ITIA Ex. 70; ITIA Ex. 86, para. 71). The content of the chats in the screenshots relates to Ms. Kolar purchasing betting accounts and money transfer accounts from Mr. ██████████. For example, at ITIA_00850, Ms. Kolar states in a series of messages: "Bro send 1 ac," "I send u40," "I send u 40," "Send fast another," and "Account"; Mr. ██████████ responds with: "okay," "bro," and the account information for a Skrill account (ITIA Ex. 70 at ITIA_00850).

In a screenshot that Ms. Kolar created on 30 September 2019, Ms. Kolar asks Mr. ██████████ for a Sportsbet account, Mr. ██████████ responds with account information, and Ms. Kolar asks for two additional accounts: "Send 2 acc i send u100" (ITIA Ex. 75 at ITIA_00891; ITIA Ex. 93, para. 6).

On 6 September 2019, Ms. Kolar sent ██████████ ██████████ a fellow professional tennis player and former doubles partner of both Ms. Kolar and Ms. Riley (e.g., ITIA Ex. 13 at ITIA_00193; ITIA Ex.

it was obvious that ██████████ used the password of Nastja Kolar, who used it and mentioned it to him, and he himself decided to use it because it's easy to remember. Otherwise, ITIA could have put all these questions to the witness ██████████ ██████████ at his hearing, so it is not appropriate that ITIA itself now makes certain claims and its assumptions regarding these accounts.

These are all group chat screenshots sent by apparently user ██████████ ██████████ and automatically saved to the gallery on Mrs. Kolar's phone. Even the conversation quoted from the ITIA website was saved in the form of a screenshot sent by ██████████ ██████████ and not Nastja Kolar (proof: Nastja Kolar's written statement and testimony).

14 at ITIA_00218), a screenshot of a Skrill webpage that shows Ms. Kolar has spent €14,180.93 and is close to an upgrade to silver VIP Skrill membership (ITIA Ex. 75 at ITIA_00894). Immediately after sending the screenshot, Ms. Kolar sent Ms. [REDACTED] a series of WhatsApp chat messages boasting about her spending and the volume of her betting: "That's me," "I bet like crazy" (ITIA Ex. 75 at ITIA_00895). On 16 and 28 August 2019, Ms. Kolar again discussed betting accounts and profits with Ms. [REDACTED] (ITIA Ex. 75 at ITIA_00896).

On 12 September 2019, Ms. Kolar told [REDACTED] [REDACTED] "I have 80 accounts (ITIA Ex. 75 at ITIA_00893), which is close to the total number of betting accounts the ITIA identified on Ms. Kolar's iPhone X (ITIA Ex. 86, para. 75). In a WhatsApp chat on 28 September 2019, Ms. Kolar asked Mr. [REDACTED] whether Croatian betting accounts are any good, as "This Serb with whom I do accounts" has sold her two accounts (ITIA Ex. 75 at ITIA_00892).

On 23 September 2019, Ms. Kolar discussed betting accounts and profits with [REDACTED] [REDACTED] specifically referencing Bangladeshi betting accounts ("I work with Bangla accounts") (ITIA Ex. 75, at ITIA_00896). The Betting Account Summary (ITIA Ex. 80) includes 48

All these screenshots are pictures from the Casino group, this is not e.g. download from Whats-up (as that this could be proof that Mrs. Kolar created this conversation)

It follows from the written statement and testimony of Mrs. Kolar that words like "bet like crazy" mean that she plays Casino like crazy, because [REDACTED] [REDACTED] knows that she is playing Casino. In this chat quoted by ITIA, Mrs. Kolar wanted to appear "important", so she sent her this screenshot of Skrill - even though [REDACTED] was using it and it is actually his transactions. Tadeja's friend Kolar knew that Kolar was playing in an online casino. As already mentioned, "bet" is a term that is used in every casino, before you click on various slot machines it says "bet now", in roulette the same before every bet on roulette it says bet now, so bet is used in all casino terms, it has nothing to do with sports betting.

The above refers to Casino accounts - ITIA does not explain anywhere in the chat content on

██████████ accounts registered in Bangladesh. Ms. Kolar references "bangla" accounts several times elsewhere in her chat messages. For instance, on 1 October 2019, Ms. Kolar told Ms. Riley: "10 min and im done w bangla," and "Im done w bangla" (ITIA Ex. 78). On 3 October 2019, Ms. Kolar complained to Ms. Riley about problems with a Bangladeshi account: "And 1 acc bangla stoled...750" (ITIA Ex. 78).

On 5 October, Ms. Kolar's ██████████ account received 15 emails from Skrill of incoming payments from accounts with nine different email addresses totaling €5,738.47 (ITIA Ex. 79). All nine email addresses match registered emails for corresponding Bangladesh betting accounts (██████████,

██████████,
██████████,
██████████,
██████████,
██████████,
██████████,

medsawaqc@mail.ru,
██████████; five of the betting accounts placed bets on tennis matches at the W15 ██████████ tournament (██████████,

██████████,
jihad ██████████,
██████████,
██████████ (ITIA Ex. 86,

WhatsApp that it is evident that these are betting accounts?

The quote "Im done with Bangla" means Casino account - "bangla" is a nickname for a Casino player with whom Mrs. Kolar played Casino together (roulette as if he put red and the other black or numbers 1-19 and the other 19-36) – Bangla was a nickname and has nothing to do with the country of Bangladesh – this was explained by Mrs. Kolar in her written statement and at her hearing. So that "I'm done with bangla" happened that the driver ended it with an online roulette game that they played together with bangla.

All emails and accounts concerning ██████████ were exclusively used and controlled by ██████████ All these emails were registered on Ms. Kolar's phone, because ██████████ accessed them via a web browser and when he signed in to Gmail he never opted out, so this

para. 92).

Screenshots extracted from Ms. Kolar's iPhone X that show betting activity through ██████ including wagers on aspects of tennis matches (ITIA Ex. 69). The first screenshot (ITIA_00818) displays an in-play match with the user logged into a ██████ account showing a digital betting slip with three live bets across three markets. Ms. Kolar sent this screenshot to Mr. ██████ via WhatsApp, likely to update Mr. ██████ as to the bets Ms. Kolar placed (ITIA Ex. 86, para. 81).

In the screenshot located at ITIA_00820 (ITIA Ex. 69), the user is logged in to a ██████ account. The screenshot displays the accounts five withdrawal requests totaling €2,856.81. For the four transactions where Reference IDs are visible, ██████ confirmed that the withdrawals are associated with a Bangladeshi account with the name ██████ and email address ██████ (ITIA. Ex. 86, para. 82). This account made over 600 bets on tennis between 28 and 31 August, with an overall profit of €4,670.05 in just four days (ITIA. Ex. 86, para. 82). One of the primary IP addresses used for placing bets on this account is located in ██████ Slovenia (ITIA Ex. 86, para. 82). A photo of Ms. Kolar created on her iPhone X on 29 August 29 is geolocated in ██████

account remained registered on Nastja Kolar's phone (and consequently all emails that came to this email account remained registered in Nastja Kolar's phone). If ██████ was signed in to gmail on another phone from a friend and did not log out, all the emails he used would arrive there as well.

This screenshot is direct evidence of how ITIA is manipulating its evidence and justifying it only in its favor. Namely, this screenshot was not created by Mrs. Kolar on her phone, but rather sent to her by ██████ - it is clear from the screenshot that it was created on a Samsung phone (Ms. Kolar had an iPhone and a Huawei phone). Questions regarding this screenshot were already asked by the investigator Dee Bain to Ms. Kolar (where she asked why Kolar would unjustly send this picture) and Ms. Kolar already answered it in her interview and she insists on it even today.

		<p>Slovenia (ITIA. Ex. 86, para. 82). A web cookie created on 2 October 2019 on Ms. Kolar's iPhone X contains both parts of this betting account's registered email address, indicating that Ms. Kolar logged into the email account from her iPhone X (ITIA Ex. 75 at ITIA_00898).</p>	<p>The screenshot that ITIA mentions here was a screenshot from the Casino group. Again, the ITIA concludes something based solely on the location of the phone, because it was in [REDACTED] - as already mentioned, Mrs. Kolar was in [REDACTED] Slovenia that year for maybe 1 month in total, but even otherwise she used a VPN on her phone all the time so that the locations phones cannot in any way accurately represent the actual locations of the phone user. As [REDACTED] [REDACTED] already said in his written statement and testimony, he also used this phone at that time - and he was actually in [REDACTED] most of the time.</p> <p>At this point, Ms. Kolar would like to point out that at the beginning of the accusation, the ITIA talks about 71 different accounts that were allegedly found on the phone from Ms. Kolar, but in the end, the ITIA focuses only on 7 of the 71 accounts. This also points to the fact that many accounts or account data were discovered because they were saved automatically (either someone logged in with their account in the web-browser on the phone or</p>	
--	--	---	--	--

			they were automatically saved via various applications such as .Casino etc...).	
NK Charge 36	D.1.b. (2018 and 2018) - Facilitated wagering on tennis by courtsiding	<p>Four out of the five Gmail accounts set up on Ms. Kolar's iPhone X (all except the account that incorporates Ms. Kolar's name) contain emails exchanged with Neteller, Skrill, or ██████ (ITIA Ex. 86, para. 34). Most of the emails from Skrill and Neteller are notifications of successful deposits to and transfers from the accounts to which Ms. Kolar had access (ITIA Ex. 86, para. 36). Between 3 May 2019 and 6 October 2019, transfers involving these accounts totaled €28,719.29, of which €11,593.79 was transferred in the first seven days of October 2019— immediately before the ITIA extracted the data from Ms. Kolar's mobile phones and apparently as compensation for Ms. Kolar's courtsiding activity in ██████ and ██████ (ITIA Ex. 86, paras. 22, 36, and 90; ITIA Ex. 78; ITIA Initial Brief, p. 15, para. 5.20 (chart)).</p> <p>A "clicker" is an application that allows a courtsider to transmit real-time data by pushing buttons on the screen or the sides of the phone (ITIA Ex. 84, para. 52). The ITIA's analysis of the data extracted from Ms. Kolar's Huawei identified an app called "RCv2" which likely is a "clicker" app (ITIA Ex. 86, para. 84). On ██████ September 2019 (the same day that Ms. Kolar installed the</p>	<p>Everything that ITIA states under this point refers to the use of the phone by ██████ or ██████ ██████ - as already explained above, if ██████ and ██████ logged in with their accounts in the web browser on Ms. Kolar's phone and never met deleted, then this account could always be seen and accessed. Evidence: written statement and testimony ██████ e ██████ and ██████ ██████</p> <p>RCv" is an online application for playing group games on the Internet in a browser - such as Formula 1, NBA, etc... Mrs. Kolar has already explained several times that she has never used this application for the purpose of courtsiding, nor does she know how to use it for this purpose. ██████ ██████ also said in her statement at her interview that Mrs. Kolar did ask her if they would play online games together. This is direct evidence that rkv is an application for playing online games in groups. Itiai did not even find the origin of this application, he could not find it</p>	<p>See lack of credibility of Ms. Kolar and her witnesses.</p> <p>On ██████ September 2019, Ms. Kolar informed her contact '██████' that she was "working" followed by a photograph overlooking an in-play tennis match (ITIA Initial Brief, pp. 27–28, para. 5.33.5, and evidence cited therein).</p> <p>On ██████ October 2019, Ms. Kolar again told ██████ that she was "workijn" [<i>sic</i>], with another photograph of a tennis match in progress (<i>id.</i>, p. 28, para. 5.33.6). An hour later, she told ██████ "I'm done now working."</p> <p>On ██████ October 2019, Ms. Kolar told Ms. Riley: "Working now" and then told ██████ "I did work all day." (<i>Id.</i>)</p> <p>Ms. Kolar does not deny that she sent these messages or photographs. Instead, she contends "working" means "translating":</p> <p>Working means translating that I did beside tennis to</p>

RCv2 app), Ms. Kolar asked [REDACTED] (an [REDACTED] tennis player): "Do you have the app," then instructed [REDACTED] to "Come to tg," referring to Telegram (ITIA Ex. 86, para. 85). Ms. Kolar's Apple Network Usage shows, one minute later, internet network activity on Ms. Kolar's iPhone X with the package name ph.telegra.Telegraph (ITIA Ex. 75 at ITIA_00899), indicating the Telegram app connecting to the internet (ITIA Ex. 86, para. 85). Seconds later, Ms. Kolar installed the RCv2 app on her Huawei (ITIA Ex. 86, para. 85).

Chat messages, images, and emails extracted from Ms. Kolar's iPhone X corroborate the Players' involvement in courtsiding. The Players were in contact with a courtsider referred to as "[REDACTED]" Apple Notes on Ms. Kolar's iPhone X with last modified dates of 25 February 2019 and 5 April 2019 respectively both reference the name "[REDACTED]" (ITIA Ex. 86, para. 19; ITIA Exs. 67 and 74). The Notes display the name in relation to words such as "account," "fee," and "send" (translated from Slovenian via Google Translate). For instance, the 25 February Note states: "2385 earned with [REDACTED] and [REDACTED] sent Riley 1520 more" (ITIA Ex. 86, para. 19). A deleted email dated 27 July 2019 from Ms. Riley to Ms. Kolar states: "[REDACTED] sending u has nothing to do w sending cash on

on the apple store or google play because the application had already expired at that time. So that without the origin of the application, statements and accusations should not be made at all if ITIA has no idea what the application is for.

In her written statement and in her testimony, Mrs. Kolar already explained that she asked player [REDACTED] [REDACTED] if she would play these games with her (Casino, Formula 1, NBA, etc.), because she is also interested in playing online games - that is said [REDACTED] [REDACTED] herself in her interview. Ms. Kolar has already explained that "Tg" was a nickname for their mutual friend and in no way represented the label for "Telegram".

As already explained in her written statement and testimony, Mrs. Kolar RCv2 does not represent any clicker, but only the application as explained above - that this application is mentioned by ITIA at most indicates that ITIA does not even know its origin (from where the application is downloaded), so such accusations of ITIA are completely baseless.

earn money, as many players do that. Since we travel a lot we speak English perfect. So I did a lot of translation jobs on sites called "freelancer", upwork... so sending picture where I sit and working means I'm translating by the tennis courts of course since I'm waiting for my match. (Kolar Answer Brief, p. 30, para. 5.33.5.)

On 7 October 2019—three days after her most recent "working" text messages—the ITIA extensively questioned Ms. Kolar about her sources of income (ITIA Ex. 32 at ITIA_00428–41, ITIA_00444–45). Ms. Kolar identified four: (i) tournament prize money, (ii) a contract to play club matches, (iii) "small coaching" within the club, and (iv) individual sponsors who gave her limited amounts upon request to support her tennis career.

Ms. Kolar never told the ITIA that she performed translation services to earn money. Instead, she confirmed she had no other sources of income:

		<p>Monday” (ITIA Ex. 86, para. 19). This email shows that the Players shared finances relating to ██████’s payments for their courtsiding activity. The Players also were in contact with a courtsider referred to as “██████”. The name “██████” is mentioned in five Apple Notes in Slovenian on Ms. Kolar’s iPhone X. The first Note, modified on 20 December 2018, states: “1800 ██████ sent for yesterday” (ITIA Ex. 86, para. 21; ITIA Ex. 66). The Note dated 5 April 2019 (referenced above) states: “██████ sent the rest” (ITIA Ex. 86, para. 21).</p> <p>On Ms. Kolar’s iPhone X, there are nine WhatsApp chat messages between the Players referring to “██████”. The surrounding context indicates that the Players are discussing courtsiding activities. On █ October 2019, Ms. Riley sent Ms. Kolar a message asking: “Do u wanna do after my match? Need to tell b” (ITIA Ex. 86, para. 22; ITIA Ex. 78). In other words, Ms. Riley is asking Ms. Kolar if she wants to courtside with ██████ later. On █ October 2019, Ms. Riley complained to Ms. Kolar that ██████ has not paid her. Ms. Riley first asks: “Ok well what she not gna pay me then? Lol” (ITIA Ex. 78; ITIA Ex. 86, para 22). Ms. Kolar replies: “She has currently 20 k ...Stuck there...She owes me too...3 k” (ITIA Ex. 86, para 22). Ms. Riley then tells Ms. Kolar: “I told her what we did she still needs to send</p>	<p>Mr. Downes admitted that the ITIA had no evidence that the Bluetooth “relay switch” was linked to a “clicker” application and found no evidence of a “clicker” application on Ms. Kolars phone. He also admitted that he had no experience with “relay switches” and could not even opine whether the purported “relay switch” could have connected to another device like a TV.</p> <p>Furthermore, Steve Downes repeatedly admitted that there was no evidence found of Ms. Kolars phone discussing betting on tennis with anyone.</p> <p>As Mrs. Kolar has already explained several times in her written statement and testimony, “██████” is a nickname from the Casino group. Everything that was written in the Notes application of the phone by Mrs. Kolar refers to the Casino group and playing Casino - because various Slovenians played there as well, and the profit, the costs of playing in the Casino are added up...</p>	<p>MF [ITIA Inspector Mark Fletcher]: So that money, we’ve spoken about. <i>Is there any other source of income?</i></p> <p>NK [Nastja Kolar]: <i>No, that’s it. (Id. at ITIA_00441 (emphasis added).)</i></p> <p>Ms. Kolar’s claim that she was paid to perform translation services is both inconsistent with her statements to the ITIA and implausible. Ms. Kolar provides no explanation or documentary support for <i>what</i> she translated, <i>who</i> asked and paid her to translate it, <i>how much</i> she was paid to do so, or <i>how</i> she was paid.</p> <p>Ms. Kolar says (on p. 48 above) “tg” refers to a person, not to Telegram. Her conversation with Ms. Riley proves “tg” means Telegram and is <i>not</i> a person (ITIA Ex. 78, lines 1749–1759, emphasis added):</p> <p>AR: Can u put quick on Greenland...</p> <p>NK: Incant u can</p> <p>NK: I can give u</p>
--	--	--	--	--

	<p>lol...It's literally 135€ from yesterday lol" (ITIA Ex. 86, para 22). Ms. Kolar replies: "That's stil from last week... [REDACTED] (ITIA Ex. 86, para 22). Ms. Riley then asked: "3K from [REDACTED] or u did [REDACTED] too," to which Ms. Kolar replied: "Total 3 k.. [REDACTED] plus [REDACTED] (ITIA Ex. 86, para 22). Ms. Kolar's player history (ITIA Ex. 13 at ITIA_00235-00236) shows that Ms. Kolar played tournaments in [REDACTED] Egypt from [REDACTED] to [REDACTED] September 2019, and then played in a tournament at [REDACTED] Egypt from 1 to 6 October—thus confirming that [REDACTED] owes Ms. Kolar for courtsiding performed in [REDACTED] and [REDACTED] [REDACTED]</p> <p>On [REDACTED] September 2019, Ms. Kolar sent her contact [REDACTED] a WhatsApp chat message: "Babe working.....Cant:)," followed by a photograph overlooking an in-play tennis match (ITIA Ex. 86, para. 88; ITIA Ex. 75 at ITIA_00905). At the time, Ms. Kolar was at the ITF [REDACTED] [REDACTED]'s tournament in [REDACTED] Egypt (ITIA Ex. 13 at ITIA_00235). It is apparent from this that "working" refers to "courtsiding" (ITIA Ex. 86, para. 90). On [REDACTED] October 2019, Ms. Kolar sent [REDACTED] the message "workijg [i.e., working] wair," then sent another photograph of a tennis match in progress (ITIA Ex. 86, para. 89; ITIA Ex. 75 at ITIA_00904). An hour later, Ms. Kolar messaged [REDACTED] "I'm done</p>	<p>The name "[REDACTED]" also has the same interpretation as above for the name "Dapyhr".</p> <p>Mr. Downes admitted that there is no evidence that either "[REDACTED]" or "[REDACTED]" are specifically associated with betting on tennis. Moreover, Mr. Downes admitted that the ITIA has no evidence that Ms. Kolar ever communicated directly with either "[REDACTED]" or "[REDACTED]".</p> <p>The ITIA has failed prove that it is more likely than not that Ms. Kolar actually solicited or facilitated someone to wager on an Event as required under section D.1.b of the 2019 Program.</p> <p>Mrs. Riley also knew the nickname [REDACTED] and [REDACTED]</p>	<p>NK: Acc</p> <p>NK: On tg</p> <p>NK: Login and put</p> <p>AR: Eh fuck it byebye</p> <p>NK: OK</p> <p>NK: Ahhaha byebye</p> <p>AR: Vpn doesn't work remember</p> <p>NK: True</p> <p>The context of the conversation, including the reminder about the limits of a VPN, clarifies that the Players are using Telegram (not referring to a person) for purposes of transmitting account data and hiding illicit activity. When Ms. Kolar invites Ms. [REDACTED] to "come to tg," she is talking about Telegram.</p> <p>The WhatsApp messages between the Players show that Ms. Kolar was in direct contact with [REDACTED] (see Ex. 78, line 2146 (NK: "I asked [REDACTED] but...")), and that Ms. Kolar, at minimum, communicated with [REDACTED] through Ms. Riley (<i>id.</i>, line 5056).</p> <p>[REDACTED] merely transmitted to the ITIA information received</p>
--	--	--	---

now working” (ITIA Ex. 86, para 89). Ms. Kolar visited four [REDACTED] web pages from her phone during this period (from 12:12:36 to 13:35:52) (ITIA Ex. 86, para. 89).

On [REDACTED] October 2019, the Players exchanged a series of chat messages in which Ms. Riley is preparing to courtside for [REDACTED] “I do w [REDACTED] at 1015?” (ITIA Ex. 78; ITIA Ex. 86, para. 20). At the time, Ms. Riley was at the [REDACTED]’s tournament in [REDACTED] South Africa (ITIA Ex. 14 at ITIA_00301). The exchange between the Players is consistent with: (i) an Apple Note on Ms. Kolar’s iPhone X, last modified 5 April 2019, with the text “[REDACTED] sent Riley 1520 more”; and (ii) a 27 July 2019 email deleted from Ms. Kolar’s iPhone X: “[REDACTED] sending u has nothing to do with sending cash on Monday” (ITIA Ex. 86, paras. 20 and 22). The exchange also demonstrates that the Players collaborated in their courtsiding efforts and shared distribution of the courtsiding proceeds.

On 4 October 2019, Ms. Kolar messaged Ms. Riley: “Working now” (ITIA Ex. 78). She then told [REDACTED] “I did work all day” (ITIA Ex. 86, para. 90). At the time, Ms. Kolar was at the [REDACTED] [REDACTED] tournament in Egypt, following two tournaments in [REDACTED] (ITIA Ex. 13 at ITIA_00235–36). A day earlier ([REDACTED] October), Ms. Kolar

through Casino because Mrs. Riley herself played Casino.

All quotes from the ITIA site refer to playing and talking about playing the Casino.

Everything that ITIA states in this point represents the locations where the Casino was played and, lest we forget, write down the profits where they were obtained, so that the players can then mutually agree on mutual claims and debts from playing the Casino.

from others. Mr. [REDACTED] merely transmitted photographs of his observations. Until now, Ms. Kolar did not offer the “evidence” she now seeks to submit regarding her purported discussion with Mr. [REDACTED]

		<p>told Ms. Riley that Ms. Kolar is owed money for work performed at [REDACTED] [REDACTED] “Total 3 k.. [REDACTED] plus [REDACTED] (ITIA Ex. 86, para 90; ITIA Ex. 78)—confirming that Ms. Kolar was courtsiding for money at multiple tournaments and that Ms. Riley was aware of the amounts earned for that activity.</p> <p>On 7 October 2019 (the date of the ITIA’s forensic extraction of Ms. Kolar’s iPhone), Ms. Kolar created the screenshot shown at ITIA_00819 (ITIA Ex. 69) displaying in-play scores for several tennis matches across four tournaments, including the [REDACTED] Lagos (ITIA Ex. 86, para. 87). Ms. Kolar played at the Lagos tournament starting the day after the screenshot was created (ITIA Ex. 86, para. 87; ITIA Ex. 13 at ITIA_00236). Ms. Kolar sent that screenshot to [REDACTED] [REDACTED] then discussed with Mr. [REDACTED] problems with “the signal” (ITIA Ex. 86, para. 87; ITIA Ex. 75 at ITIA_00903). Ms. Kolar had previously discussed problems about “the signal” with Mr. [REDACTED] suggesting that those problems would potentially void a bet: “Because the signal is bad,” “It may be void” (Ex. 86, para. 87; ITIA Ex. 75 at ITIA_00903). The inference to be drawn is that Ms. Kolar is having difficulty with the wi-fi/data signal on her phone, making it difficult to courtside.</p>	<p>As Ms. Kolar has already explained several times in her testimony and/or written statement, the word "Working" means training, Casino, translation, etc... The picture sent from the field is because Ms. Kolar was at the field right then waiting for her match.</p> <p>Everything stated in this point refers to playing in the Casino.</p>	
--	--	--	---	--

On [REDACTED] February 2019, the ITIA received an email (ITIA Ex. 46) from [REDACTED] the Supervisor of the [REDACTED] Women's tournament in [REDACTED] Arizona. The email forwarded an anonymous text message accusing Ms. Kolar of courtsiding and referencing use of a "clicker" on her phone (ITIA Ex. 46).

On [REDACTED] February 2019, the ITIA received a series of anonymous messages from a person purporting to be a tennis coach reporting Ms. Kolar and "her boss," [REDACTED] [REDACTED] for courtsiding activity (ITIA Exs. 47 and 48). The sender forwarded a series of screenshots of messages with Mr. [REDACTED] discussing payments for courtsiding and match fixing (ITIA Exs. 47 and 48).

Between [REDACTED] and [REDACTED] May 2019, the ITIA received from [REDACTED] [REDACTED] the Supervisor of the [REDACTED] Women's tournament in Singapore, several emails, messages, and attached photographs (ITIA Ex. 49; ITIA Ex. 85). [REDACTED] reported courtsiding activity by both of the Players. He also forwarded a series of text messages reporting Mr. [REDACTED] for courtsiding.

On 20 June 2019, the ITIA received an email from [REDACTED] [REDACTED] the Supervisor of the [REDACTED] Women's tournament in [REDACTED] Colorado, USA (ITIA Ex. 50). Mr. [REDACTED] forwarded

As Mrs. Kolar already mentioned, [REDACTED] is her drinker from the USA. And it has nothing to do with tennis or this investigation.

As explained above, this screenshot was created and sent by [REDACTED] [REDACTED]. The bad signal is mentioned because there were no live results

		<p>several photographs of Ms. Kolar observing a match and using her phone (ITIA Ex. 84, para. 55). Mr. [REDACTED] also stated that he saw Ms. Kolar using a second phone next to her leg (ITIA Ex. 84, para. 55). Ms. Kolar's behavior in this regard is consistent with courtsiding (ITIA Ex. 84, para. 55).</p>	<p>in the Sofacore application and [REDACTED] [REDACTED] asked Ms. Kolar when her match started because he could not see the online results on the [REDACTED] application, but as her sparring partner he always followed her matches and results so that it is quite normal that he asked her the above.</p> <p>It is interesting that ITIA mentions two supervisors at this point, i.e. [REDACTED] [REDACTED] and [REDACTED] [REDACTED] who apparently did not agree to testify (as e.g. [REDACTED] [REDACTED] did), because apparently both supervisors believed that Mrs. Kolar was not doing anything illegal at the time. According to Ms. Nastja Kolar, ITIA itself edited these emails from [REDACTED] [REDACTED] because Ms. Kolar herself personally spoke with [REDACTED] [REDACTED] at this tournament, who told her that, quote: "DO NOT THINK KOLAR IS DOING ANYTHING WRONG, SHE IS JUST USING PHONE TOO MUCH." Because of this, [REDACTED] [REDACTED] apparently did not agree to testify, as he is aware that Mrs. Kolar is innocent. The same applies to the supervisor [REDACTED] [REDACTED] with whom Ms. Kolar has</p>	
--	--	---	--	--

			<p>always been on good terms and they also spoke at tournaments.</p> <p>As Mrs. Kolar already explained in her written statement and testimony, these anonymous emails can be written by any third party, especially tennis players who wish bad things on other players and falsely report them in this way. Even ITIA could create such anonymizers themselves, which is why, according to Mrs. Kolar, they have no probative value.</p> <p>██████ has not provided any “evidence of courtsiding” against Ms. Kolar. Rather, all he testified to was that Ms. Kolar was talking and texting on her phone. He repeatedly testified that he had no idea to whom or about what Ms. Kolar was communicating because he never looked at her phone.</p> <p>.</p> <p>Also ██████ admitted that he did not know if there was a rule against Ms. Kolar using her phone during a match and that he just thought it was “uncommon.”</p>	
--	--	--	--	--

<p>AR Charge 15</p>	<p>D.1.b. (2018 and 2018) - Facilitated wagering on tennis by courtsiding</p>	<p>A “clicker” is an application that allows a courtsider to transmit real-time data by pushing buttons on the screen or the sides of the phone (ITIA Ex. 84, para. 52). Data extracted from Ms. Riley’s iPhone 7 shows a recorded Bluetooth connection to a remote device with the name “ZL-Relay01,” which likely is a Bluetooth relay switch (ITIA Ex. 86, para. 86; see also ITIA Ex. 76 at ITIA_00934 (photograph of a Bluetooth clicker device)). This connection links Ms. Riley to a clicker app and is evidence of her courtsiding activity (ITIA Ex. 86, para. 86).</p> <p>The [REDACTED] Gmail account is linked to a Neteller account in the name of [REDACTED] (ITIA Ex. 86, paras. 50–55). The Players shared access to this account, most clearly shown by the Players’ WhatsApp chat messages in which the Players discuss that the account is not working (ITIA Ex. 86, para. 51). Emails and screenshots show payments by [REDACTED] [REDACTED] into the Players’ shared [REDACTED] Neteller account, coinciding with Ms. Riley’s courtsiding activity in [REDACTED] South Africa (ITIA Ex. 86, para. 52; see paragraph 5.33.7 below).</p> <p>Chat messages, images, and emails extracted from Ms. Kolar’s iPhone X-- but which Ms. Riley deleted from her iPhone7--corroborate the Players’</p>	<p>The ITIA has failed prove that it is more likely than not that Ms. Riley actually solicited or facilitated someone to wager on an Event as required under section D.1.b of the 2019 Program.</p> <p>Mr. Downes admitted that the ITIA had no evidence that the Bluetooth “relay switch” was linked to a “clicker” application and found no evidence of a “clicker” application on Ms. Riley’s phone. See Day 1 Tr. 139:3-141:13. Indeed, he admitted that he had no experience with “relay switches” and could not even opine whether the purported “relay switch” could have connected to another device like a TV. See <i>id.</i></p> <p>Furthermore, Steve Downes repeatedly admitted that there was no evidence found of Ms. Riley discussing betting on tennis with anyone: “Q. And there is also no reference to betting on tennis either, is there, in those 4,000 messages, just to be clear? A. No, there isn’t” Day 1 Tr. at 137:10-13.</p>	<p>See responses above, including (i) Ms. Riley’s decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.</p> <p>Ms. Riley offers no plausible explanation (under oath or through other witness testimony or evidence) to contradict the ITIA’s evidence to support that Ms. Riley connected to a Bluetooth relay switch linking Ms. Riley to a clicker app.</p> <p>The WhatsApp messages between the Players prove Ms. Riley was in direct contact with [REDACTED] (ITIA Ex. 78, lines 2736–2745, emphasis added):</p> <p>AR: OK cuz d asked me now . . .</p> <p>NK: Whos d NK [REDACTED] r</p> <p>AR: Yes . . . AR: Wtf . . . AR: Ur slow lol AR: Who else.</p>
---------------------	---	--	--	--

involvement in courtsiding. The Players were in contact with a courtsider referred to as ‘[REDACTED]’ Apple Notes on Ms. Kolar’s iPhone X with last modified dates of 25 February 2019 and 5 April 2019 respectively both reference the name ‘[REDACTED]’ (ITIA Ex. 86, para. 19; ITIA Exs. 67 and 74). The Notes display the name in relation to words such as “account,” “fee,” and “send” (translated from Slovenian via Google Translate). For instance, the 25 February Note states: “2385 earned with [REDACTED] and [REDACTED] sent Riley 1520 more” (ITIA Ex. 86, para. 19). A deleted email dated 27 July 2019 from Ms. Riley to Ms. Kolar states: “[REDACTED] sending u has nothing to do w sending cash on Monday” (ITIA Ex. 86, para. 19). This email shows that the Players shared finances relating to [REDACTED]’s payments for their courtsiding activity. The Players also were in contact with a courtsider referred to as ‘[REDACTED]’ The name ‘[REDACTED]’ is mentioned in five Apple Notes in Slovenian on Ms. Kolar’s iPhone X. The first Note, modified on 20 December 2018, states: “1800 [REDACTED] sent for yesterday” (ITIA Ex. 86, para. 21; ITIA Ex. 66). The Note dated 5 April 2019 (referenced above) states: “[REDACTED] sent the rest” (ITIA Ex. 86, para. 21).

On Ms. Kolar’s iPhone X, there are nine WhatsApp chat messages between the Players referring to ‘[REDACTED]’ The

The ITIA has failed to provide any evidence to support its assertion that payments from ‘[REDACTED]’ related to courtsiding. Indeed, Ms. Bain could not provide any evidence to refute Ms. Riley’s assertion during her interview that she loaned money to [REDACTED] to produce a music video. *See id.* 87:17-88:16.

Mr. Downes admitted that there is no evidence that either ‘[REDACTED]’ or ‘[REDACTED]’ are specifically associated with betting on tennis. *Id.* 126:20-25. Moreover, Mr. Downes admitted that the ITIA has no evidence that Ms. Riley ever communicated directly with either ‘[REDACTED]’ or ‘[REDACTED]’ Day 1 Tr. 137:10-17.

[REDACTED] has not provided any “evidence of courtsiding” against Ms. Riley. Rather, all he testified to was that Ms. Riley was talking and texting on her phone. He repeatedly testified that he had no idea to whom or about what Ms. Riley was communicating because he never looked at her phone: “Q. You don’t know if Ms. Riley was attempting to facilitate betting by texting someone, do

Ms. Riley also was in direct contact with [REDACTED] Ms. Riley had direct knowledge of how [REDACTED] reactivates a suspended credit card: “U email them and tell them. Yes [REDACTED] does all the time... [REDACTED] told them before she went to Ibiza that she goes to Ibiza” (ITIA Ex. 78, lines 2083 – 2093). Ms. Riley said to Ms. Kolar: “And I’ll tell b to send to me” (ITIA *id.*, line 2117). Ms. Kolar instructed Ms. Riley to “Tell [REDACTED] (*id.*, line 4167), again showing that Ms. Riley was in direct contact with [REDACTED]

Ms. Riley told Ms. Kolar: “lol b is saying she can’t withdraw from yesterday” (*id.*, line 4367). Ms. Riley goes on to say (still referencing [REDACTED] and the Players’ courtsiding activity): “I told her what we did she still needs to send lol. . . . Since she says like she won’t if it doesn’t work lol. . . . It’s literally 135€ from yesterday lol” (*id.*, lines 2419–2423).

[REDACTED] testified at length about the Players’ behavior consistent with courtsiding, including hiding their phones when approached (*see, e.g.*, Day 1 hearing transcript, pp. 33–35 (“Even I went out with the

surrounding context indicates that the Players are discussing courtsiding activities. On [redacted] October 2019, Ms. Riley sent Ms. Kolar a message asking: “Do u wanna do after my match? Need to tell b” (ITIA Ex. 86, para. 22; ITIA Ex. 78). In other words, Ms. Riley is asking Ms. Kolar if she wants to courtside with [redacted] later. On [redacted] October 2019, Ms. Riley complained to Ms. Kolar that [redacted] has not paid her. Ms. Riley first asks: “Ok well what she not gna pay me then? Lol” (ITIA Ex. 78; ITIA Ex. 86, para 22). Ms. Kolar replies: “She has currently 20 k ...Stuck there...She owes me too...3 k” (ITIA Ex. 78; ITIA Ex. 86, para 22). Ms. Riley then tells Ms. Kolar: “I told her what we did she still needs to send lol...It’s literally 135€ from yesterday lol” (ITIA Ex. 86, para. 22). Ms. Kolar replies: “That’s stil from last week...[redacted] (ITIA Ex. 86, para. 22). Ms. Riley then asked: “3K from [redacted] or u did [redacted] too,” to which Ms. Kolar replied: “Total 3 k...[redacted] plus [redacted] (ITIA Ex. 86, para. 22). Ms. Kolar’s player history (ITIA Ex. 13 at ITIA_00235-00236) shows that Ms. Kolar played tournaments in [redacted] Egypt from [redacted] to [redacted] September 2019, and then played in a tournament at [redacted] Egypt from [redacted] to [redacted] October—thus confirming that [redacted] owes Ms. Kolar for courtsiding performed in [redacted] and [redacted] [redacted]

you? Because you never looked at her phone right?
A. Right.” Day 1 Tr. 54:24-55:2; see also id. 51:23-52:21, 54:3-8.

Indeed, [redacted] admitted that he did not know if there was a rule against Ms. Riley using her phone during a match and that he just thought it was “uncommon.” See Day 1 Tr. 56:23-57:5.

All ITIA's accusations relating to South Africa are completely frivolous and unfounded, as Ms. Kolar already explained during the interview phase with Ms. Dee Bain that she had never been to South Africa in her life. ., yet Dee Bain continued to accuse her of seeing Ms. Kolar in South Africa at the playground, even though Ms. Kolar had never been there in her life.

tournament director and asked them to stop, and they – ok when we approaching them, *they just tried to put their phone away or just hid their phone in their bag* [B]ut this is non-stop. They continuously doing this. And when we are approaching them to stop it, they just – when they saw us, me and the tournament director, come to try to talk to them, they hide their phone away or put it in a bag.”)).

This is evidence that the Players knew that they were engaged in corrupt behavior prohibited by the TACP.

Ms. Riley did not subject herself to cross-examination and offers no testimony or other evidence to contradict Mr. [redacted]’s observations.

On [REDACTED] October 2019, the Players exchanged a series of chat messages in which Ms. Riley is preparing to courtside for [REDACTED] “I do w [REDACTED] at 1015?” (ITIA Ex. 78; ITIA Ex. 86, para. 20). At the time, Ms. Riley was at the [REDACTED]’s tournament in [REDACTED] South Africa (ITIA Ex. 14 at ITIA_00301). The exchange between the Players is consistent with: (i) an Apple Note on Ms. Kolar’s iPhone X with the text “[REDACTED] sent Riley 1520 more”; and (ii) an earlier 27 July 2019 email deleted from Ms. Kolar’s iPhone X: “[REDACTED] sending u has nothing to do with sending cash on Monday” (ITIA Ex. 86, paras. 20 and 22). The exchange also demonstrates that the Players collaborated in their courtsiding efforts and shared distribution of the courtsiding proceeds.

Between [REDACTED] and [REDACTED] May 2019, the ITIA received from [REDACTED] [REDACTED] the Supervisor of the [REDACTED] Women’s tournament in Singapore, several emails, messages, and attached photographs (ITIA Ex. 49; ITIA Ex. 85). [REDACTED] reported courtsiding activity by both of the Players. He also forwarded a series of text messages reporting Mr. [REDACTED] for courtsiding.

Ms. Riley’s behavior also is consistent with courtsiding (ITIA Ex. 84, para. 51). In the 14 months following [REDACTED] October 2019, Ms. Riley’s prize money

		(singles and doubles combined) totaled \$5,512.00 (ITIA Ex. 84, para. 51). She advanced past the [REDACTED] round of the [REDACTED] [REDACTED] once (ITIA Ex. 84, para. 51). Courtsiders frequently lose early in tournaments (therefore not winning sufficient prize money to sustain a career), then stay at the tournament to earn money by transmitting data to facilitate betting (ITIA Ex. 84, para. 51).		
NK Charge 37	D.1.b. (2019) - Facilitated [REDACTED] [REDACTED] wagering on tennis by acquiring a "clicker"	(see above evidence regarding clicker applications) On 3 June 2019, Ms. Kolar exchanged a series of WhatsApp chat messages with the Chinese WhatsApp ID [REDACTED] t (ITIA Ex. 75 at ITIA_00901). At the time, Ms. Kolar had been attending the [REDACTED] Hong Kong tournament (ITIA Ex. 13 at ITIA_00234). The profile picture created on 18 August 2019 and recovered from Ms. Kolar's iPhone X in relation to the above WhatsApp account (ITIA Ex. 75 at ITIA_00900) matches an image on the Facebook account of [REDACTED] [REDACTED] a [REDACTED] and [REDACTED]; [REDACTED] in [REDACTED] China (ITIA Ex. 86, para. 83). In the messages: (i) Mr. [REDACTED] represents that he is "Tadeja's friend;" (ii) Ms. Kolar invites Mr. [REDACTED] to speak via Telegram ("Better to talk there"); and (iii) Ms. Kolar coordinates Mr. [REDACTED]'s courtsiding by	ITIA has no direct or indirect evidence that Ms. Kolar asked [REDACTED] [REDACTED] about courtsiding - ITIA could have directly asked [REDACTED] [REDACTED] about this, but he never did. Therefore, this type of evidence is useless. As she already said, they talked about online games to play together, that's what the application is for.	Ms. Kolar intentionally concealed her communications with Mr. [REDACTED] by moving the discussions to Telegram ("Better to talk there" (ITIA Ex. 86, para. 83; ITIA Ex. 75 at ITIA_00901).

		the download and use of a “clicker” app (ITIA Ex. 86, para. 83; ITIA Ex. 75 at ITIA 00901).		
NK Charge 38	F.2.b. (2020) - Failed to comply with the ITIA's demands for information	<p>Following the ITIA’s analysis of the data extracted from the Players’ phones and corresponding information received from ██████, Ms. Bain conducted further interviews of Ms. Kolar on 14 and 20 October 2020. Ms. Bain inquired about:</p> <ul style="list-style-type: none"> (i) Ms. Kolar’s use of Skrill and Neteller accounts, (ii) the prepaid Skrill Mastercard in the name of ██████ (see evidence relating to the ██████ account in paragraph 5.27 of the ITIA’s Initial Brief), (iii) Ms. Kolar’s discussion with ██████ regarding depositing money into the Neteller account with the registered email address of ██████ a ██████, (iv) the Gmail accounts set up on Ms. Kolar’s iPhone X, (v) the Neteller account opened in ██████’s name, and (vi) the ██████ betting accounts in the names ██████ and ██████ (ITIA Ex. 84, para. 26). <p>On 5 November 2020, Ms. Bain interviewed Ms. Riley and asked about</p>	<p>Answers to all these accusations about Ms. Kolar's non-cooperation with the investigator Dee Bain during the investigation, Ms. Kolar already gave in her written statement and testimony, as her lawyer Matjaž Pajk, who communicated directly about this matter via email, answered them several times, and ZOOM apps with Dee Bain. Every email that was sent from Mrs. Kolar or ██████ on Neteller was also sent to Dee Bain for information. Everything that Dee Bain requested, Ms. Kolar wrote to Neteller and requested that she as a person do exactly what was requested of her (we have email proof). So Mrs. Kolar did even more than Dee Bain asked. However, as it appears from their answers, Neteller has high security standards, and it is impossible to remember security numbers and passwords from four years ago.</p> <p>Ms. Kolar has also already given an explanation as to why Ms. Kolar or Ms. Riley did not set up a Neteller account themselves. Namely, Mrs. Riley is an</p>	<p>See lack of credibility of Ms. Kolar and her witnesses.</p> <p>Ms. Riley’s testimony should be disregarded because she declined to testify and subject herself to cross-examination. Nor did Ms. Kolar submit a witness statement by Ms. Riley. In any event, Ms. Kolar references Ms. Riley’s explanations regarding payments to ██████ that are not credible on their face. During her interview, Ms. Riley (a professional tennis player with limited earnings and income) had minimal understanding of how much she purportedly lent ██████ or how much ██████ still owed Ms. Riley, even though the sums lent were in the thousands of dollars (ITIA Ex. 38 at ITIA_00589–91). Ms. Riley purportedly lent these sums in cash, yet received repayment through a Neteller account titled in Ms. Kolar’s ██████’s name and into which Ms. Riley had no access other than by asking Ms. Kolar to check the balance (<i>id.</i>). This explanation is not plausible.</p>

	<p>her use of the [REDACTED] Neteller account (ITIA Ex. 84, para. 27).</p> <p>Neither of the Players provided a credible explanation of the purpose of the [REDACTED] Neteller account or why it was titled in a name other than Ms. Riley's or Ms. Kolar's (ITIA Ex. 84, para. 28).</p> <p>The Players' explanations contradicted one another in two important respects:</p> <ul style="list-style-type: none"> (i) the Players each said that establishing and using the account was the other's idea; and (ii) Ms. Kolar asserted that Ms. Riley could explain the €13,000 deposited into the account between 19 July and 5 October 2019, while Ms. Riley said she "never put money into the account" and did not know how to do so (ITIA Ex. 84, para. 28.). <p>On 9 November 2020 (following Ms. Kolar's interview on 20 October 2020), Ms. Bain sent Ms. Kolar a Demand for information via email (ITIA Ex. 62 at ITIA_00773-74), in which Ms. Bain asked Ms. Kolar to provide (among other things) statements showing all transactions both in and out from the date that the accounts were opened until 9 November 2020 for:</p> <ul style="list-style-type: none"> (i) Skrill accounts which Ms. Kolar 	<p>American and it is not allowed to create Skrill or Neteller accounts in the USA. As already explained, Mrs. Kolar tried several times to create a Neteller account, but she did not succeed.</p> <p>Ms. Riley explained in her interviews that she received various amounts of payments from friends, e.g. [REDACTED]....who owed her money. Ms. Riley never deposited money into this account, but merely received transactions from debtors - this is what Ms. Kolar was referring to when she made her statement regarding these transactions in her interview.</p>	
--	--	---	--

		<p>controlled in the names of [REDACTED] [REDACTED] [REDACTED] and [REDACTED] and (ii) the Neteller account in the name of [REDACTED] which Ms. Kolar opened, had all login details for, and controlled (ITIA Ex. 84, para 29) (as well as having opened and controlled the associated email account, [REDACTED] [REDACTED] ITIA Ex.86, paras 25-26; 30; 33-37; 50-53; ITIA Ex. 35 at ITIA_00488)).</p> <p>Ms. Bain and counsel for Ms. Kolar exchanged several emails in which Ms. Kolar’s counsel continually denied that Ms. Kolar could access the requested information, and Ms. Bain provided evidence of Ms. Kolar’s control over the accounts and instructions for how Ms. Kolar could access the requested information (ITIA Ex. 84, paras. 30–38).</p> <p>Ms. Kolar failed to obtain the information Ms. Bain requested or to provide a satisfactory reason she could not do so (ITIA Ex. 84). The timeline of Ms. Kolar’s responses demonstrates that she allowed her access to email and financial accounts to lapse in order to provide excuses for not providing the requested information (ITIA Ex. 84).</p>	<p>Mrs. Kolar was not able to enter the transactions of the Skrill account of Mrs. [REDACTED] [REDACTED] and [REDACTED] as she was not the owner of this account. As a result, Ms. Kolar was also unable to write to Skrill to retrieve data. However, Ms. Kolar and her lawyer gave investigator Dee Bain the possibility that [REDACTED] [REDACTED] and [REDACTED] themselves could give such explanations.</p> <p>Ms. Nastja Kolar also could not enter the transactions from [REDACTED] [REDACTED] Skrill account, as she was not the owner of this account, but its owner was [REDACTED] [REDACTED]</p> <p>For the Neteller account in the name of [REDACTED] Mrs. Nastja Kolar did everything in her power to obtain the required transactions on this account, but due to Neteller's security policy, this was not possible.</p>	
--	--	---	---	--

<p>AR Charge 16</p>	<p>F.2.b. (2018 and 2019) - Failed to preserve evidence relating to AR's and NK's corruption offenses</p>	<p>Mr. Downes's analysis of the data on the Players' mobile phones showed that Ms. Riley deleted a substantial volume of calls, messages, and web artifacts from her iPhone 7 (ITIA Ex. 86, para. 12).</p> <p>The table at ITIA Exhibit 86, paragraph 12 illustrates the volume of data marked as deleted on Ms. Riley's iPhone 7 in the categories of Calls, Chat, MMS, SMS, Web History, and Web Searches. The actual amount of deleted content is likely higher than shown in the table (ITIA Ex. 86, para. 12). For example, for the "WhatsApp chat" category, the actual figure for deleted content is much higher than shown by the forensic extraction and the table at ITIA Exhibit 86, paragraph 12. Ms. Kolar's iPhone X shows that Ms. Riley deleted at least 4,242 WhatsApp chat messages between the Players, as compared to the 523 WhatsApp chat messages marked for deletion identified in this table (ITIA Ex. 86, para. 12). Ms. Riley's iPhone 7 contained only three WhatsApp chat messages between the Players—and those were in not included in the 4,242 messages recovered from Ms. Kolar's handset (ITIA Ex. 86, para. 14).</p> <p>Ms. Riley's iPhone 7 contained 134 chat messages exchanged with Ms. Kolar between 31 October 2017 and 31 July 2019, all of which were marked as</p>	<p>It has already been determined (<i>res judicata</i>) that the ITIA did <u>NOT</u> provide Ms. Riley adequate notice to hold her liable for allegedly failing to preserve evidence pursuant to Section of F.2 of the 2018 & 2019 Programs.</p> <p>In his 16 May 2022 decision, overturning the ITIA's Provisional Suspension of Ms. Riley, AHO Mill correctly determined that the ITIA failed to provide Ms. Riley adequate notice that she was under investigation prior to seizing he phone immediately before its second interview of her on 8 October 2019. For the ITIA to successfully claim that Ms. Riley engaged in the willful spoliation of evidence, logic and basic due process demands that the ITIA first provide Ms. Riley notice that she was under investigation and that she had a duty to preserve all data on her mobile phone for a particular period of time. See <i>Peralta v. Heights Med. Ctr., Inc.</i>, 485 U.S. 80, 84, 108 S. Ct. 896, 899, 99 L.Ed.2d 75, 81 (1988) ("Failure to give notice violates</p>	<p>Ms. Riley's statements are legal argument. <i>See</i> responsive legal argument in the ITIA's reply brief dated 13 September 2022.</p> <p><i>See</i> responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.</p> <p>Ms. Kolar's statements/argument (beginning in green on p. 67 below) should be disregarded, as Ms. Riley offered no evidence from Ms. Kolar.</p>
---------------------	---	---	--	--

		<p>deleted (ITIA Ex. 86, para. 13). The ITIA did not recover any chat messages with Ms. Kolar after 31 July 2019 (ITIA Ex. 86, para. 13). This is a low volume of chat messages considering that the Players were close associates and traveled together as late as 7–8 October 2019 (the dates of the ITIA’s forensic extractions of data from the Player’s mobile phones), suggesting that Ms. Riley deleted messages from the chat logs (ITIA Ex. 86, para. 13).</p> <p>Ms. Riley’s iPhone 7 indicates that there were 169 calls made via the WhatsApp application from 1 April to 6 October 2019 (ITIA Ex. 86, para. 15). However, the Apple Calls application logged 1,051 calls where the Related Package Name contains the string “WhatsApp” which shows that the WhatsApp log is missing 882 WhatsApp calls (ITIA Ex. 86, para. 15).</p> <p>Ms. Riley deleted a higher percentage of her calls in the eight days prior to her ITIA interview than calls made earlier (ITIA Ex. 86, para. 16; ITIA Ex. 76 at ITIA_00932).</p> <p>Ms. Riley deleted all 12 calls from 7 and 8 October 2019—the days of the Players’ ITIA interviews (ITIA Ex. 86, para. 16). She deleted all 14 calls made on 4 October 2019, and 11 out of 20 calls made on 5 October 2019 (ITIA Ex. 86, para. 16). From 9 to 30 September</p>	<p>‘the most rudimentary demands of due process of law.’”). Indeed, AHO Mill correctly recognized that Section F.2.b. of the 2019 Program, which governed the time period when Ms. Riley’s phone was seized, only imposed an obligation on the Covered Person who was the target of an investigation to preserve evidence: “In particular, it only created an obligation upon a Covered Person in relation to an investigation involving that Person, not any other Covered Person.” See Riley Ex. 1. (16 May 2022 AHO Mill Decision) at ¶23; see also ITIA Ex. 6 at § F.2.b.</p> <p>Specifically, in his 16 May 2022 decision, AHO Mill found that the ITIA’s first interview of Ms. Riley, which occurred on 14 January 2018 did not provide adequate notice to Ms. Riley or suggest that she was under investigation:</p> <p>“[M]y reading of the 14 January 2018 transcript does not suggest that Ms. Riley was at the time under investigation or that, if she was, this was made apparent to her. Ms. Riley was asked questions related to suspicious betting activities in respect of a</p>	
--	--	---	--	--

2019, Ms. Riley had 231 total calls, of which she deleted five (ITIA Ex. 86, para. 16). In contrast, between 1 and 8 October 2019 (the day of Ms. Riley’s ITIA interview), Ms. Riley deleted 40 out of 58 calls (ITIA Ex. 86, para. 16).

Out of the 169 WhatsApp calls recovered from Ms. Riley’s iPhone 7, only eight are calls with Ms. Kolar with her ID [REDACTED] (ITIA Ex. 86, para. 17). The Apple Calls application on Ms. Kolar’s iPhone 7, however, shows 797 WhatsApp calls between the Players (ITIA Ex. 86, para. 17). Only three of these calls are shown in Ms. Riley’s WhatsApp call log—meaning that Ms. Riley likely deleted the other 794 (ITIA Ex. 86, para. 17). The table found at ITIA Ex. 76 at ITIA_00933 shows Ms. Riley’s WhatsApp calls history with Ms. Kolar comparing not deleted (in blue) versus deleted calls (in orange), as logged by Apple Calls application, between June 2018 and October 2019 (ITIA Ex. 86, para. 17).

The data shows that Ms. Riley *selectively* deleted her WhatsApp calls with Ms. Kolar (ITIA Ex. 86, para. 17). Ms. Riley deleted all 29 calls (100%) made during the first week of October 2019, immediately prior to the forensic extraction of her iPhone 7, which corresponds with the dates of WhatsApp chats between the Players found on Ms.

game in the second set of a singles match between her and [REDACTED] [REDACTED] in Senegal on [REDACTED] November 2017. The focus of the questions related to possible courtsiding activities by persons unknown. It was not suggested to Ms. Riley that she had been complicit in such activities. The interview concluded with these words: “...Please do not feel anxious about this we interview hundreds of players...we’re here to help...to give advice”. Riley Ex.1 at ¶21.

Accordingly, AHO Mill concluded: “It seems to me that the ITIA’s justification for its Section F.3.b.i.2 Provisional Suspension cannot survive this analysis....” *Id.* at 24 (emphasis added).

Every individual deletes conversations and other things from their phone. So the ITIA cannot automatically use any data deletion from the phone as evidence against Mrs. Riley. As a close friend of Ms. Riley, Ms. Kolar knows that she knows that Ms. Riley regularly deletes conversations, as this kind of storage takes up a lot of space on the phone. It is simply not logical that Ms. Riley should be charged just because she deletes the calls

		<p>Kolar’s iPhone X relating to betting, money transfer accounts, and suspected courtsiding (ITIA Ex. 86, para. 17).</p> <p>Ms. Riley’s deletion of data was intentional. The ITIA interviewed Ms. Riley for the first time on 14 January 2018. She knew at that time that she was the subject of an ITIA investigation. During her first ITIA interview, Investigator Lacksley Harris instructed Ms. Riley that she has an obligation to preserve evidence:</p> <p><i>Before I start asking you any questions I’ll remind you of your obligation and that is under the Tennis Anti-Corruption Programme all Covered Persons, which includes you as a Tennis Player, must cooperate fully with the investigations conducted with the [ITIA] including giving evidence at hearings if requested. No Covered Person shall tamper with or destroy any evidence or other information related to any corruption offence. (ITIA Ex. 36 at ITIA_00507).</i></p> <p>The ITIA interviewed Ms. Kolar on 1 April and 7 October 2019. During those interviews, the ITIA asked Ms. Kolar about her Corruption Offenses and about Ms. Riley (ITIA Exs. 31, 32). Ms. Riley—a close friend and traveling partner of Ms. Kolar—knew about the ITIA’s interviews of</p>	<p>from her phone history - if there were any disputed conversations between Ms. Kolar and Ms. Riley, the ITIA could have found them on Ms. Kolar's phone as well, but it did not.</p>	
--	--	---	--	--

		<p>Ms. Kolar. In fact, she was seated with Ms. Kolar on 7 October 2019 at the time the ITIA approached Ms. Kolar for her second interview—the day before the ITIA’s forensic extraction of Ms. Riley’s iPhone 7 (ITIA Ex. 38 at ITIA_00583).</p> <p>Ms. Riley knew that she was the subject of an ITIA investigation, knew that Ms. Kolar was the subject of an ITIA investigation, and knew that she had an obligation to preserve the data on her mobile phone. Ms. Riley nevertheless deleted volumes of data from her phone, including immediately prior to her 8 October 2019 ITIA interview. The deletions included evidence of the Players’ Corruption Offenses, including for example the Players’ discussions about payments owed for courtsiding (ITIA Ex. 84, para. 50).</p>		
NK Charge 39	D.2.a.ii (2018, 2019, and 2020) - Failed to report AR's corruption offenses	Both Players concede in their briefs that they did not report the other’s Corruption Offenses (although both Players claim there was nothing to report).	<p>Since Mrs. Kolar refutes all the above-mentioned accusations of ITIA with arguments, it is consequently logical that Mrs. Kolar was not obliged to report any violations, because there were none.</p> <p>The ITIA has failed to prove that it is more likely than not that Ms. Kolar had any knowledge of Ms. Riley alleged Corruption Offenses (and also because the ITIA has failed to prove that Ms.</p>	

			Riley actually committed any of the offenses alleged by the ITIA).	
AR Charge 17	D.2.a.ii (2018, 2019, and 2020) - Failed to report NK's corruption offenses		The ITIA has failed to prove that it is more likely than not that Ms. Riley had any knowledge of Ms. Kolar's alleged Corruption Offenses (and also because the ITIA has failed to prove that Ms. Kolar actually committed any of the offenses alleged by the ITIA). <i>See Riley's response to AR Charge 2, supra.</i>	<i>See responses above, including (i) Ms. Riley's decision not to subject herself to cross-examination on any subject and (ii) her deletion of voluminous evidence immediately before her 8 October 2019 ITIA interview.</i>

Time (UTC)	Direction	From Name	From Number	Text	To Number	To Name	Related Application	Attachments	Handset Source
12/2021 11:09:16	Incoming	Nastja Kolar		if he wins first set he loses match. if he doesnt win first set then nothing.			WhatsApp		Apple iPhone 12 Pro (A2407)
12/2021 11:09:20	Incoming	Nastja Kolar		easy all confirmed			WhatsApp		Apple iPhone 12 Pro (A2407)
12/2021 11:09:40	Outgoing			Ok perfect		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
12/2021 11:48:38	Incoming	Nastja Kolar		he retired hahaha snd yesterday he disnt want to			WhatsApp		Apple iPhone 12 Pro (A2407)
12/2021 11:48:42	Incoming	Nastja Kolar		what the fuck reslly			WhatsApp		Apple iPhone 12 Pro (A2407)
12/2021 15:00:08	Incoming	Nastja Kolar		sory had flight . girl will win today she said she doesnt want today. so we see tomorrow			WhatsApp		Apple iPhone 12 Pro (A2407)
12/2021 16:15:55	Outgoing			Ok no problem		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
01/2022 09:27:11	Outgoing			Hello there how are you big boss 😊		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
01/2022 20:48:18	Outgoing			So if you want we can work again and if you got someone because we prepared other players and ourselves so if you are interested we have to call each other		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
01/2022 16:01:34	Incoming	Nastja Kolar					WhatsApp	7f9a1659-9ee6-4023-a64b-5822457b5123.opus	Apple iPhone 12 Pro (A2407)
02/2022 10:42:00	Incoming	Nastja Kolar		starts february			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 10:42:03	Incoming	Nastja Kolar		denmark utr			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 10:47:25	Incoming	Nastja Kolar		so be ready 😊			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 10:59:45	Outgoing			Hahaha ok we have to talk i've got something for you		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 10:59:53	Incoming	Nastja Kolar		call me today			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 15:56:04	Incoming	Nastja Kolar		lets see for odds tonight and speak			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 15:59:49	Outgoing			Ok i'll be on line tonight because my gay wants to be prepared for tomorrow so look for him and for you and the other girl how you want and text me or call		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 16:15:43	Incoming	Nastja Kolar		okay we speak later all			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 16:20:16	Outgoing			Ok		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:24:50	Outgoing			Hey do you speak with the other for tomorrow ?		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:43:00	Incoming	Nastja Kolar		now will when come to room			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:43:28	Outgoing			Ok and		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:43:57	Incoming	Nastja Kolar		he plays against guy who bets the most			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:44:01	Incoming	Nastja Kolar		numbr1			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:44:06	Incoming	Nastja Kolar		i dont think is smart tomorow			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:44:12	Incoming	Nastja Kolar		better other matches			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:44:16	Incoming	Nastja Kolar		and he wont be favourite anyway			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:44:33	Incoming	Nastja Kolar		always bet so better not to risk			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:48:27	Outgoing			Ok so you would speak with the other girl today or because i don't understand for both of you		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:55:50	Incoming	Nastja Kolar		i speak with her now			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:55:59	Incoming	Nastja Kolar		my match idont know what to do girl too bad cant do set			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:56:08	Incoming	Nastja Kolar		have other option for 2 games 1 k			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:56:08	Outgoing			Ok no problem		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:56:14	Incoming	Nastja Kolar		il do that with one guy croatian			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:56:20	Incoming	Nastja Kolar		but when girl is good enough to do set			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:56:22	Incoming	Nastja Kolar		we do with me			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:56:24	Incoming	Nastja Kolar		now for girl wait			WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 19:56:29	Outgoing			Ok		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 20:44:48	Outgoing			Hey do won't to do set and 2 games we give 1k for set and you do 2 games wit you gay		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)
02/2022 20:44:59	Outgoing			Your gay		Nastja Kolar	WhatsApp		Apple iPhone 12 Pro (A2407)

02/2022 20:56:41	Incoming	Nastja Kolar		i have to be leading like 3:0 4:1 so he has great odd to do 2 games (☹) cause on crostian has to be big odds .			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 20:39:11	Incoming	Nastja Kolar		yes			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 21:19:20	Incoming	Nastja Kolar		asks			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 21:19:22	Incoming	Nastja Kolar		what u offer for tmrw			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 21:19:24	Incoming	Nastja Kolar		now she asked			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 21:19:33	Incoming	Nastja Kolar		can u ask ur guy			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 21:31:33	Outgoing			We don't need to be favorite just to loose		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 21:31:50	Outgoing			For the other girl		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 21:37:08	Incoming	Nastja Kolar		perfect			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 21:37:12	Incoming	Nastja Kolar		for match 2 k a			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:37:35	Outgoing			Yes		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:38:47	Outgoing			We give to you 2 k you decide		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:38:59	Incoming	Nastja Kolar		today u mean			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:39:00	Incoming	Nastja Kolar		lopic?			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:39:01	Outgoing			How much to give her		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:39:04	Incoming	Nastja Kolar		bur look			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:39:04	Outgoing			Yea		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:39:09	Incoming	Nastja Kolar		look odd			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:39:11	Incoming	Nastja Kolar		isnt good			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:39:15	Incoming	Nastja Kolar		1,3 orher has			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:40:59	Outgoing			Yea we now		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:41:30	Outgoing			But for set and Mach we don't need every time to be the favorite		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:42:59	Incoming	Nastja Kolar		okay so			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:43:02	Incoming	Nastja Kolar		2:0 has to be?			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:43:12	Incoming	Nastja Kolar		or just match			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:43:20	Incoming	Nastja Kolar		i wil speak to her now she wakes up in20 min			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:43:36	Outgoing			For us we need 1 set and the Mach		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:43:47	Outgoing			If she won't she can win the second set		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:43:52	Outgoing			And loose the Mach		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:43:55	Incoming	Nastja Kolar		ok ok			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:44:04	Incoming	Nastja Kolar		i will speak to her when she wakes up and write u			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:44:12	Outgoing			Oki		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:48:06	Incoming	Nastja Kolar		but how i confirm her we play both second match?			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:48:17	Incoming	Nastja Kolar		what jf i play when she on court u know thisis only problem			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:50:24	Incoming	Nastja Kolar		let me see who plays			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:50:39	Incoming	Nastja Kolar		she wil go faster i think			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:51:34	Outgoing			Are you next to her on court or		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:51:41	Incoming	Nastja Kolar		no			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:51:45	Incoming	Nastja Kolar		another hall			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:51:48	Incoming	Nastja Kolar		so stupid			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 06:51:54	Incoming	Nastja Kolar		500 m aaway			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 07:08:30	Incoming	Nastja Kolar		how can we do if we play same time			WhatsApp		(A2407)	Apple iPhone 12 Pro

02/2022 07:30:00	Incoming	Nastja Kolar		but for sure wil go all clean			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 07:30:08	Incoming	Nastja Kolar		she did one time only in her life nobody knows about her			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 07:30:15	Incoming	Nastja Kolar		nobody can bet u know what i mean			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 07:31:07	Outgoing			If you can't confirm we don't do anything		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:11:33	Incoming	Nastja Kolar		but also maybe plays same time as me			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:12:52	Outgoing			is second Mach they start at 1 o'clock and he is second Mach		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:13:44	Incoming	Nastja Kolar		ohhhh			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:13:46	Incoming	Nastja Kolar		second?			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:13:48	Incoming	Nastja Kolar		perfect then!!			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:13:50	Incoming	Nastja Kolar		no prohem			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:13:52	Incoming	Nastja Kolar		for him then			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:14:12	Incoming	Nastja Kolar					WhatsApp	302a60f0-1588-4d07-b30a-6472c8d1b6b0.jpg	(A2407)	Apple iPhone 12 Pro
02/2022 08:14:14	Incoming	Nastja Kolar		u see			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:14:18	Outgoing			Ask him again for the first set to lose		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:14:54	Outgoing			But this time is our 1 o'clock		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:15:00	Incoming	Nastja Kolar		perfect			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:15:07	Incoming	Nastja Kolar		i told him first set			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:15:09	Incoming	Nastja Kolar		he said ok			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:15:14	Incoming	Nastja Kolar		so after my match i text u			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:15:19	Incoming	Nastja Kolar		and we do			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:15:42	Outgoing					Nastja Kolar	WhatsApp	37e39045-9d5f-41b2-89b0-db892fe69fca.jpg	(A2407)	Apple iPhone 12 Pro
02/2022 08:17:57	Incoming	Nastja Kolar					WhatsApp	2abe83cc-e2cd-468a-8b92-98af565749ec.opus	(A2407)	Apple iPhone 12 Pro
02/2022 08:18:59	Outgoing					Nastja Kolar	WhatsApp	212221cf-ba8f-49fd-a0cb-9606add98824.opus	(A2407)	Apple iPhone 12 Pro
02/2022 08:28:27	Incoming	Nastja Kolar		i write u after warmup			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:28:50	Outgoing			For ?		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:31:02	Incoming	Nastja Kolar		for			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:31:05	Incoming	Nastja Kolar		all done			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:31:14	Outgoing			Ok		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:31:29	Outgoing			But you will be there or		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:33:58	Incoming	Nastja Kolar		after warm up she tells me			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:34:01	Incoming	Nastja Kolar		if she wants or no			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 08:34:19	Outgoing			Ok		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 09:22:57	Incoming	Nastja Kolar		there will be			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 09:23:00	Incoming	Nastja Kolar		third set on			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 09:23:02	Incoming	Nastja Kolar		court			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 09:23:07	Incoming	Nastja Kolar		so nothing looks like			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 09:23:15	Incoming	Nastja Kolar		my court 76 3:1			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 09:23:16	Incoming	Nastja Kolar		2:1*			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 09:23:19	Outgoing			Ok		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 09:44:45	Outgoing			So you go on court and we don't do anything right		Nastja Kolar	WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 09:44:52	Incoming	Nastja Kolar		yes			WhatsApp		(A2407)	Apple iPhone 12 Pro
02/2022 09:44:55	Incoming	Nastja Kolar		nothing			WhatsApp		(A2407)	Apple iPhone 12 Pro

02/2022 09:44:57	Incoming	Nastja Kolar	[REDACTED]	cause i cant confirm	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:51:31	Incoming	Nastja Kolar	[REDACTED]	what we do	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:51:33	Incoming	Nastja Kolar	[REDACTED]	so first set	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:51:37	Incoming	Nastja Kolar	[REDACTED]	and u tell me after 3 games	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:51:39	Incoming	Nastja Kolar	[REDACTED]	u confirm corect	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:51:41	Incoming	Nastja Kolar	[REDACTED]	about [REDACTED]	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:51:53	Outgoing	[REDACTED]	[REDACTED]	Yes	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:52:03	Incoming	Nastja Kolar	[REDACTED]	okayy i tell him	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:53:09	Outgoing	[REDACTED]	[REDACTED]	Yes he has to look his phone after 3 game	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:53:17	Outgoing	[REDACTED]	[REDACTED]	For confirmation or not	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:54:07	Incoming	Nastja Kolar	[REDACTED]	ok yes yes	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:59:25	Incoming	Nastja Kolar	[REDACTED]	so on 3 game	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:59:27	Incoming	Nastja Kolar	[REDACTED]	i write him	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:59:30	Incoming	Nastja Kolar	[REDACTED]	yes or no when u confirm	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:59:32	Incoming	Nastja Kolar	[REDACTED]	all done	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 11:59:57	Outgoing	[REDACTED]	[REDACTED]	Yes I'll text you	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 12:00:02	Outgoing	[REDACTED]	[REDACTED]	When we are ready	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 12:00:11	Outgoing	[REDACTED]	[REDACTED]	To confirm	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 12:00:16	Outgoing	[REDACTED]	[REDACTED]	Till 3 game	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:03	Outgoing	[REDACTED]	[REDACTED]	Canfurm	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:06	Outgoing	[REDACTED]	[REDACTED]	To [REDACTED]	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:12	Incoming	Nastja Kolar	[REDACTED]	confirm?	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:12	Outgoing	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:16	Outgoing	[REDACTED]	[REDACTED]	Yes	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:18	Incoming	Nastja Kolar	[REDACTED]	ok	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:21	Incoming	Nastja Kolar	[REDACTED]	first set	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:22	Incoming	Nastja Kolar	[REDACTED]	loose	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:22	Outgoing	[REDACTED]	[REDACTED]	Lose first set	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:24	Incoming	Nastja Kolar	[REDACTED]	ok	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:25	Outgoing	[REDACTED]	[REDACTED]	Yes	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 14:26:29	Incoming	Nastja Kolar	[REDACTED]	ok	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 15:34:43	Incoming	Nastja Kolar	[REDACTED]	good	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 15:34:44	Incoming	Nastja Kolar	[REDACTED]	done	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 15:35:42	Outgoing	[REDACTED]	[REDACTED]	Perfect I'll text you later I've got a lot of work	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 17:57:23	Outgoing	[REDACTED]	[REDACTED]	One more think how much you earn for one set because my gay ask me if he can give you more	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 17:57:42	Incoming	Nastja Kolar	[REDACTED]	1700 😊	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 17:59:04	Outgoing	[REDACTED]	[REDACTED]	Ok I'll told him	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 20:54:34	Outgoing	[REDACTED]	[REDACTED]	Hey what about tomorrow	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 21:05:30	Incoming	Nastja Kolar	[REDACTED]	she wants 1 k is problem	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 21:05:38	Incoming	Nastja Kolar	[REDACTED]	so i think no 😊	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 21:05:49	Incoming	Nastja Kolar	[REDACTED]	for 1, k im not doing	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)
02/2022 21:09:31	Outgoing	[REDACTED]	[REDACTED]	You don't won't to give set for 1 k right	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	Apple iPhone 12 Pro (A2407)

02/2022 21:09:37	Incoming	Nastja Kolar	[REDACTED]	no	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:09:46	Incoming	Nastja Kolar	[REDACTED]	get more w other	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:10:03	Incoming	Nastja Kolar	[REDACTED]	odd 5 [REDACTED]	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:10:05	Incoming	Nastja Kolar	[REDACTED]	1 k is shit	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:16:34	Incoming	Nastja Kolar	[REDACTED]	1 k isnt enough [REDACTED] thats it	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:16:39	Incoming	Nastja Kolar	[REDACTED]	for set	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:16:45	Incoming	Nastja Kolar	[REDACTED]	i get 2 k w another guy	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:25:48	Outgoing	[REDACTED]	[REDACTED]	Ok my gay just can't give 2 for set I understand you	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:37:37	Outgoing	[REDACTED]	[REDACTED]	We don't care the odd	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:38:32	Outgoing	[REDACTED]	[REDACTED]	For us the same if it is 1.05 or 100.00	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:38:58	Incoming	Nastja Kolar	[REDACTED]	ahaha i unferstand	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:39:00	Incoming	Nastja Kolar	[REDACTED]	thats good then	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:39:04	Incoming	Nastja Kolar	[REDACTED]	if odd not good can do always with u	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:39:07	Incoming	Nastja Kolar	[REDACTED]	coz my guy	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:39:09	Incoming	Nastja Kolar	[REDACTED]	needs odd	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 21:47:26	Outgoing	[REDACTED]	[REDACTED]		[REDACTED]	Nastja Kolar	WhatsApp	c92654fa-29c8-4fa2-8fa2-4f3e244df4d2.jpg	(A2407)	Apple iPhone 12 Pro
02/2022 08:18:11	Outgoing	[REDACTED]	[REDACTED]	Hey something from [REDACTED] for today ?	[REDACTED]	Nastja Kolar	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 08:28:04	Incoming	Nastja Kolar	[REDACTED]	no today no. he doesnt wanna do everyday so isnt suspitios i told u yesterday	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 09:20:05	Incoming	Nastja Kolar	[REDACTED]	did ur guy bet smth? or why my options gone	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 09:20:06	Incoming	Nastja Kolar	[REDACTED]	🙄	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 09:20:15	Incoming	Nastja Kolar	[REDACTED]	tell him to not be angey if i donr work with him	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
02/2022 09:20:23	Incoming	Nastja Kolar	[REDACTED]	cause sudenly options gone	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
/02/2022 17:38:23	Incoming	Nastja Kolar	[REDACTED]	i have question	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
/02/2022 17:38:28	Incoming	Nastja Kolar	[REDACTED]	if one player works tomorow with u	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro
/02/2022 17:38:36	Incoming	Nastja Kolar	[REDACTED]	can u send via western union money or how it works with u	[REDACTED]	[REDACTED]	WhatsApp	[REDACTED]	(A2407)	Apple iPhone 12 Pro