

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

**TENNIS ANTI-CORRUPTION PROGRAM**  
(the "TACP")

**Petru -Alexandru Luncanu**  
("the Covered Person" or "Player")

**and**

**International Tennis Integrity Agency**  
(the "ITIA")

Representing the Covered Person: Mr. Bogdan Cruceanu  
Representing the ITIA: Mr Ross Brown

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

**Disposition Summary**

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

- a) The Covered Person, as defined in Section B.10. of the TACP, is found to have committed Corruption Offenses under Sections D.1.d., D.1.b. of the 2017 and 2021 TACP and one offence of failure to cooperate fully with the ITIA under section F.2.b of the 2022 TACP.
- b) For these breaches of the TACP the Covered Person is declared ineligible from Participation in any Sanctioned Event for a period of five (5) years in accordance with Section H.1.a.(ii).
- c) The above ordered suspension shall commence on and is effective from the day after this Decision as prescribed in Section F.6.h.(ii) of the 2022 TACP.
- d) The period begins on the 9 June of June 2023 and ends on the 8 of June 2028.
- e) This Decision shall be publicly reported in full as prescribed in Section G.4.e. of the 2022 TACP.
- f) Under Section H.1.a.(i) a fine of \$40,000 USD under a payment plan to be agreed is imposed.
- g) The Decision herein is a final determination of the matter subject to a right of appeal to the Court of Arbitration for Sport (CAS) under Section I. 1. with a deadline under Section 1.4. of 20 Business Days from the date of receipt of the Decision by the appealing party.
- h) Under Section 1.2. of the 2022 TACP the suspension ordered herein shall remain in effect while under appeal unless CAS orders otherwise.

## **Introduction**

1. By a letter dated 23 January 2023 the Covered Person, a Romanian professional tennis player, received a Notice of specific Corruption Offenses the ITIA alleged he had committed. The letter included the facts relied on which gave rise to the alleged Corruption Offenses, the potential sanctions that applied and notice of his right to have the matter determined by the AHO at a hearing.
2. The Covered Person denied all the Offenses and elected to have a hearing. The hearing took place by video link on 25 May 2023.
3. The proceedings are governed by the 2017, 2019, 2021 and 2022 Tennis Anti - Corruption Programs (“TACP Programs”) as the alleged Corruption Offenses occurred in those years. The 2023 Program contains the procedural rules applicable to the proceedings.

## **The alleged Corruption Offenses**

4. The ITIA charged the Covered Person with:
  - a) Two alleged breaches of section D.1.b of the 2017 Program by directly or indirectly soliciting or facilitating any other person to wager on the outcome or any other aspect of any Event or any other tennis competition.
  - b) Two alleged breaches of section D.1.d of the 2017 Program by directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any Event.
  - c) Two alleged breaches of section D.1.b of the 2019 Program by directly or indirectly soliciting or facilitating any other person to wager on the outcome or any other aspect of any Event or any other tennis competition.
  - d) Two alleged breaches of section D.1.d of the 2019 Program directly or indirectly contriving, attempting to contrive, agreeing to contrive, or conspiring to contrive the outcome or any other aspect of any Event.
  - e) Three alleged breaches of section D.1.b of the 2021 Program by directly or indirectly facilitating any other person to wager on the outcome or any other aspect of any Event.
  - f) Three alleged breaches of section D.1.d of the 2021 Program by directly or indirectly contriving the outcome or any other aspect of any Event.
  - g) One breach of section F.2.b of the 2022 Program by failing to cooperate fully with an investigation conducted by the ITIA.

(Each a “Charge” and together, the “Charges”).

5. The particulars of the Charges were set out in a schedule as follows:

## **Introduction**

*During 2017, 2019 and 2021, you were involved in nine professional tennis matches which led to eight match alerts raised by a number of betting operators.*

*The ITIA now issues the Charges in respect of seven of those matches, along with a failure by you to comply with a Demand. The ITIA reserves the right to bring charges in relation to the remaining two matches if it considers it appropriate to do so.*

## **Basis of the Charges**

*The first seven Charges make the same broad allegation against you. That is that you allegedly liaised with various third parties to contrive the outcome of, or an aspect of, your own matches and/or you directly or indirectly, solicited or facilitated such other persons to wager on the outcome of your own matches.*

*The evidence against you varies from Charge to Charge. However, it will include one or more of the following:*

- 1. betting data provided to the ITIA by betting operators which they considered indicated suspicious betting activity;*
- 2. reports from Chair Umpires and/or tournament supervisors;*
- 3. video footage from certain streamed matches;*
- 4. the outcome of your matches mirroring the result anticipated in specific and targeted bets;*
- 5. your admissions to the ITIA investigator on 25 July 2022 in respect of your existing relationship with one of the bettors;*
- 6. IP addresses evidencing a location commonality between you and certain bettors; and/or*
- 7. Facebook evidence showing an existing relationship between you and certain bettors.*

*The final Charge against you relates to your failure to co-operate with the ITIA and its investigation.*

## **Charge 1**

*You are charged with a breach of section D.1.b of the 2017 Program, which reads: “No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition...”.*

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

*On [REDACTED] October 2017, you played in a singles match against [REDACTED] [REDACTED] in [REDACTED] of the [REDACTED] [REDACTED] tournament [REDACTED] [REDACTED] Italy. You [REDACTED] that match [REDACTED] [REDACTED]. This match occurred the day before the match referred to in Charge 2.*

The betting operator [REDACTED] provided information of betting that they found suspicious as follows:

1. Bets by a new Norwegian registered account and a new Swedish registered account for you to [REDACTED] your service game in Game [REDACTED] and to [REDACTED] point [REDACTED] of Game [REDACTED]
2. Bets by two further new Norwegian registered accounts and one further new Swedish registered account for you to [REDACTED] your service game in Game [REDACTED] and to [REDACTED] point [REDACTED] of Game [REDACTED]

The scorecard of this match shows that [REDACTED] [REDACTED] did win Games [REDACTED] and [REDACTED] and point [REDACTED] in both games, rendering all of the bets placed by the new Norwegian and Swedish accounts successful. In particular, the scorecard shows that you served [REDACTED] double faults in Game [REDACTED] including on point [REDACTED]

According to the tournament supervisor's report, you also requested the day before the game to play on [REDACTED] which was a [REDACTED] court.

### **ITIA Position**

The ITIA submits that, based on the betting evidence and the outcome of the match, you directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2017 Program. You also contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2017 Program.

### **Charge 2**

You are charged with a breach of section D.1.b of the 2017 Program and section D.1.d of the 2017 Program.

On [REDACTED] October 2017, you played in a doubles match with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] [REDACTED] [REDACTED] in the [REDACTED] round of the [REDACTED] [REDACTED] tournament in [REDACTED] [REDACTED] Italy. You [REDACTED] that match [REDACTED] [REDACTED]. This match occurred the day after the match referred to in Charge 1.

The betting operator [REDACTED] provided information that there was suspicious betting on you to [REDACTED] your service game in Game [REDACTED] and to [REDACTED] point [REDACTED] of Game [REDACTED]. In each case the bets were placed by three further new Norwegian and Swedish registered betting accounts.

The scorecard of this match shows that [REDACTED] [REDACTED] and [REDACTED] [REDACTED] did win Game [REDACTED] and point [REDACTED] of Game [REDACTED] rendering all of the bets placed by the three new Norwegian and Swedish accounts successful. In particular, the scorecard shows that you served [REDACTED] double faults in Game [REDACTED] including on point [REDACTED]

According to the tournament supervisor's report, you also requested the day before the game to play on court [REDACTED] which was a [REDACTED] court.

The ITIA note that there are clear similarities with the fact pattern identified in the match which is the subject of Charge 1, including that:

1. the two matches occurred on consecutive days;
2. the bets targeted your service game and point [REDACTED] of the specific games;

3. double faults were served on the specific points, and during the specific games, in question;
4. the betting accounts were registered in Norway and Sweden; and
5. you sought that the matches were played on a [REDACTED] court.

### **ITIA Position**

The ITIA submits that, based on the betting evidence and the outcome of the match, you directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2017 Program. You also contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2017 Program.

### **Charge 3**

You are charged with a breach of section D.1.b of the 2019 Program, which reads: “No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition...”.

You are also charged with a breach of section D.1.d of the 2019 Program, which reads: “No Covered Person shall, directly or indirectly, contrive, attempt to contrive, agree to contrive, or conspire to contrive the outcome, or any other aspect, of any Event”.

On [REDACTED] September 2019, you played in a [REDACTED] match against [REDACTED] in the [REDACTED] tournament in [REDACTED] Romania. You [REDACTED] that match [REDACTED] [REDACTED] [REDACTED]. This match occurred the day before and in the same tournament as the match referred to in Charge 4.

Two betting operators provided information that they found suspicious as follows:

1. [REDACTED] confirmed that the same bet was placed by two separate Romanian registered accounts on you to [REDACTED] Set [REDACTED] Game [REDACTED]
2. [REDACTED] [REDACTED] confirmed that a new Romanian account also placed a bet on you to [REDACTED] Set [REDACTED] Game [REDACTED]

The total stake of the three bets placed was €507 with a total return of €1,619. The scorecard of this match shows that Set [REDACTED] Game [REDACTED] was your service game. You [REDACTED] that game rendering all of the bets placed by the three Romanian accounts successful.

In addition, the ITIA has been able to identify that one of the [REDACTED] bettors, [REDACTED] is a friend of yours on Facebook. The ITIA has seen that you have previously been in contact with [REDACTED] through social media, that you have socialised with [REDACTED] and that [REDACTED] is also known to [REDACTED] [REDACTED] [REDACTED] (previously [REDACTED] [REDACTED])

At interview you initially claimed that you did not know [REDACTED] and, when shown the photograph of [REDACTED] and [REDACTED] you claimed it was taken prior to when you had met [REDACTED]. At a later point, however, you confirmed that you did in fact know [REDACTED]

The account registered to [REDACTED] and the second [REDACTED] bettor also placed bets which were the subject of betting alerts in relation to the match which is the subject of Charge 4.

### **ITIA Position**

*The ITIA submits that, based on the betting evidence, the outcome of the match and the relationship between you and ████████ you have directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2019 Program. You have also contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2019 Program.*

#### **Charge 4**

*You are charged with a further breach of section D.1.b of the 2019 Program and a further breach of section D.1.d of the 2019 Program.*

*On ████████ September 2019, you played in a singles match against ████████ ████████ in the ████████ tournament in ████████ Romania. You ████████ that match ████████ This match occurred the day after and in the same tournament as that referred to in Charge 3.*

*Two betting operators provided information that they found suspicious as follows:*

- 1. ████████ confirmed that eight bets were placed by the same two Romanian accounts that bet on the match relevant to Charge 3.*

*The account registered to ████████ placed six bets, with three of them being on you to ████████ specific games in the ████████ set, including Set ████████ Game ████████ and three of them being on the total number of games in the set to be over ████████ (i.e. at least ████████ games in the set).*

*The second betting account placed two bets, with one of them being on you to ████████ Set ████████ Game ████████ and the other being on the total number of games in the set to be over 7.5.*

- 2. ████████ ████████ confirmed that two new Romanian registered betting accounts also placed one bet each on you to ████████ Set ████████ Game ████████*

*The scorecard of this match shows that you were serving in Set ████████ Game ████████ You ████████ this service game rendering various of the bets set out above as being successful. The largest bet of ████████ resulted in winnings of €454. Both bets from the second ████████ account resulted in winnings of €1,190 and the two ████████ Belfair accounts saw combined winnings of €1,321.*

*In addition, research from the ITIA has demonstrated that the IP addresses used by ████████ ████████ to place his six bets on ████████ September 2019 overlap with the IP addresses used by Mr Lunceanu in logging in to the ITF systems during August and September 2019. The ITIA submits that this further demonstrates the geographic proximity between you and ████████*

#### **ITIA Position**

*The ITIA submits that, based on the betting evidence, the outcome of the match and the relationship between you and ████████ you directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2019 Program. You have also contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2019 Program.*

#### **Charge 5**

*You are charged with a breach of section D.1.b of the 2021 Program, which reads: “No Covered Person shall, directly or indirectly, facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition...”.*

*You are also charged with a breach of section D.1.d of the 2021 Program, which reads: “No Covered Person shall, directly or indirectly, contrive the outcome, or any other aspect, of any Event”.*

*On [REDACTED] December 2021 you played in a singles matches against [REDACTED] [REDACTED] in the [REDACTED] tournament in [REDACTED] Qatar. You [REDACTED] the match [REDACTED] [REDACTED]. This match occurred the day before and in the same tournament as the match which is the subject of Charge 6.*

*The betting operator [REDACTED] provided information of betting that they found suspicious as follows:*

- 1. One bet on you to [REDACTED] the [REDACTED] set.*
- 2. One bet on you to win the match.*

*These bets were placed by four separate Romanian registered betting accounts, one of which was a new betting account and the other three having been previously identified as being suspicious. In addition, the four bettors were betting using all available prices and ultimately staked over €3,000.*

*The scorecard of the match shows that you [REDACTED] the [REDACTED] set and then went on to win the next [REDACTED] sets and the match, therefore rendering the bets placed successful.*

*In addition, a report provided over email from the Chair Umpire noted that you attempted to challenge points awarded in your favour on two occasions during the [REDACTED] set.*

### ***ITIA Position***

*The ITIA submits that, based on the betting evidence, the outcome of the match and the Chair Umpire’s report, you have directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2021 Program. You have also contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2021 Program.*

### ***Charge 6***

*You are charged with further breaches of section D.1.b and section D.1.d of the 2021 Program.*

*On [REDACTED] December 2021 you played in a singles matches against [REDACTED] [REDACTED] in the [REDACTED] tournament in [REDACTED] Qatar. You [REDACTED] the match [REDACTED] [REDACTED]. This match occurred the day after and in the same tournament as the match which is the subject of Charge 5.*

*The betting operator [REDACTED] provided information of betting by two Romanian registered betting accounts that they found suspicious as follows:*

1. Bets on there being under [REDACTED] games in the match.
2. Bets on you to [REDACTED] Set [REDACTED] Game [REDACTED]

One of the Romanian betting accounts was known to [REDACTED] from its actions during the match relevant to Charge 5 and this account bet on the under [REDACTED] games bet.

The second Romanian account, which bet on both outcomes, was also an account that [REDACTED] had been reviewing. The two accounts together staked a combined amount of €2,000.

The scorecard of the match shows that [REDACTED] [REDACTED] did win the match in [REDACTED] games, as well as winning Set [REDACTED] Game [REDACTED] therefore rendering the bets placed by the Romanian accounts successful.

### **ITIA Position**

The ITIA submits that, based on the betting evidence and the outcome of the match, you have directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2021 Program. You have also contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2021 Program.

### **Charge 7**

You are charged with further breaches of section D.1.b and section D.1d of the 2021 Program.

On [REDACTED] December 2021, you played in a singles match against [REDACTED] [REDACTED] in the [REDACTED] tournament in [REDACTED] Qatar. You [REDACTED] that match [REDACTED] [REDACTED]

The ITIA received information provided by betting operators [REDACTED] [REDACTED] [REDACTED] and [REDACTED] which saw seven Romanian registered betting accounts and one Danish account (albeit with a common Romanian name), some of which were new accounts, placing the following bets:

1. [REDACTED] – you to [REDACTED] a) Set [REDACTED] Game [REDACTED] b) Set [REDACTED] Game [REDACTED] and c) Set [REDACTED] Game [REDACTED] (one bettor).
2. [REDACTED] – you to [REDACTED] a) Set [REDACTED] Game [REDACTED] b) Set [REDACTED] Game [REDACTED] c) Set [REDACTED] Game [REDACTED] and d) the [REDACTED] set outcome being you to [REDACTED] [REDACTED] (two bettors).
3. [REDACTED] – you to [REDACTED] a) Set [REDACTED] Game [REDACTED] b) Set [REDACTED] Game [REDACTED] and c) Set [REDACTED] Game [REDACTED] d) Set [REDACTED] Game [REDACTED] e) under [REDACTED] total games in the match and f) the [REDACTED] set outcome being you to [REDACTED] [REDACTED] (three bettors).
4. [REDACTED] – you to [REDACTED] the [REDACTED] set in under [REDACTED] games (i.e. by no more than [REDACTED] (two bettors).

The scorecard of the match shows that you did [REDACTED] a) the four specific identified games, b) the [REDACTED] set in less than [REDACTED] games, c) the [REDACTED] set by the score of [REDACTED] and d) the match in under [REDACTED] games. Therefore, all of the bets placed, which had significant overlap amongst the bettors, were successful. All but one of the bets on specific service games were on games that you were the server.



One of the bettors has been identified as [REDACTED] a [REDACTED] player from Romania with whom you are friends on Facebook. In interview, you admitted knowing [REDACTED] but denied making an arrangement to fix this match with him.

### **ITIA Position**

The ITIA submits that, based on the betting evidence, the outcome of the match and your links with [REDACTED] you have directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2021 Program. You also have contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2021 Program.

### **Charge 8**

You are charged with a breach of section F.2.b of the 2022 Program, which reads: “All Covered Persons must cooperate fully with investigations conducted by the ITIA...”.

On [REDACTED] July 2022, an ITIA investigator, Alan Boyd, approached you at the conclusion of your match at the [REDACTED] tournament in [REDACTED] Romania. Mr Boyd invited you to the Supervisor’s office, in the presence of two other ITIA investigators, Helen Calton and Denys Gee. It was established that you spoke good English and that you did not require the services of an interpreter. It was explained to you that the ITIA needed to speak to you with regards to a number of allegations concerning some of your matches.

In order to assist the ITIA’s investigations into those allegations, Mr Boyd explained that he required you to provide your mobile phone handset for examination. Mr Boyd then provided you with a Demand, written in Romanian, which set out the position in writing. You subsequently agreed to provide your handset and signed the Demand to confirm such agreement.

You claimed you had left your phone in your car and offered to go and collect it and bring it back to Mr Boyd. However, Mr Boyd accompanied you and on the way you and Mr Boyd met [REDACTED]

When you reached your car, you appeared to make a quick search of it before remembering that your phone was in fact in your sports holdall, which you had carried with you. You proceeded to search the holdall and you handed Mr Boyd an Apple iPhone.

Having done so, you agreed that Mr Boyd would conduct an examination of your phone in a secure and private meeting room. Once that examination was complete, Mr Boyd would return the phone to you.

Mr Boyd commenced his examination of your phone. Shortly after, however, you entered the room and withdrew your consent for the examination to take place on the basis that there were [REDACTED] and private details of a business venture you were involved in on your phone. Despite assurances that the data would be strictly managed, sensitively handled and securely stored and that such information was not relevant to the investigation, you withdrew your consent following consultation with [REDACTED]

*At this point, the phone and the SIM card were returned to you.*

### ***ITIA Position***

*Your withdrawal of consent for the ITIA to examine the data held on your Phone and SIM card and failure to comply with the Demand equates to a failure to cooperate fully with the investigation conducted by the ITIA and is, therefore, a breach of section F.2.b of the 2022 Program.*

### **Sanctions**

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

*Section H of the 2023 Program provides in relevant part:*

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

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

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

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

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

### **Procedural History**

7. Directions were agreed on 21 February 2023 and the ITIA disclosed documents on which it sought to rely or which were otherwise relevant on 7 and 23 March 2023. The Covered Person also had an opportunity to serve documentation on which he wished to rely.

8. The ITIA filed a witness statement from Mr Alan Boyd (an ITIA investigator) and called him to give evidence at the hearing. The Covered person called Mr [REDACTED] to give evidence and also personally addressed the AHO in a closing statement.

### **Jurisdiction and Applicable Law**

9. There was no dispute that the Covered Person was bound to comply with the TACP at the times the alleged breaches took place and that he is, therefore, subject to the jurisdiction of the AHO as prescribed by the TACP.
10. In particular, as is well known, in order to compete in professional ITF tournaments, players must register for an ITF International Player Identification Number (IPIN). When registering for this, players confirm their agreement to the player welfare statement and to adhere to the relevant rules, which expressly include the TACP. Players endorse this player welfare statement on an annual basis.
11. The Covered Person last endorsed the player welfare statement in 2021.
12. The TACP is governed by the laws of Florida. There is an exception to the application of Florida law in relation to the admissibility of evidence. In this regard, section G.3.d provides that:

*“The AHO shall not be bound by any jurisdiction’s judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.”*

13. There was no objection made to the appointment of the AHO in this matter or as to his jurisdiction under the applicable TACP.

### **Burden and Standard of Proof**

14. Section G.3.a of the TACP provides that:

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

15. The CAS Panel in the case of *Köellerer v ATP*<sup>1</sup> and others noted that the standard of preponderance of evidence is met if “*the proposition that the Player engaged in attempted matchfixing is more likely than not to be true*”. This standard is the equivalent of the English law “*balance of probabilities*” standard of proof.
16. The AHO applies this standard of proof to the charges.

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<sup>1</sup> *Daniel Köellerer v Association of Tennis Professionals, Women’s Tennis Association, International Tennis Federation & Grand Slam Committee, CAS 2011/A/2490*

## **The Parties' Submissions in Summary**

### **ITIA**

17. Charges 1-7 rely on the evidence of Mr Boyd which refers to:
  - a) Betting alerts and underlying betting data from various well-known betting operators. The ITIA works closely with betting operators and related organisations to target corruption in tennis with those organisations reporting any suspicious betting patterns to the ITIA;
  - b) Reports from Chair Umpires and/or Tournament Supervisors;
  - c) Video footage from certain streamed matches;
  - d) The scorecards of the Covered Person's matches;
  - e) The Covered Person's admissions to Mr Boyd in interview on 25 July 2022 in respect of his existing relationship with two of the bettors;
  - f) IP addresses evidencing a location commonality between the Covered Person and one of the bettors; and
  - g) Social media evidence showing an existing relationship between the Covered person and certain bettors
18. The ITIA submitted that on the preponderance of the evidence, the Covered Person is liable for the Charges. There is strong evidence of the Covered Person's involvement in match-fixing activities during the relevant period in respect of these matches. When taken together, the evidence demonstrates the Covered Person's repeated and proactive involvement in these activities across a sustained period of time and paints a clear picture of an individual who was content to regularly corrupt the sport of tennis. That is the most logical conclusion to draw from the evidence that is available, including the Covered Person's failure to co-operate with the ITIA's investigation.
19. The ITIA submitted that the totality of the evidence that the ITIA has put forward to demonstrate the alleged breaches builds up a compelling case against the Covered Person.
20. The betting data alone is highly suspicious given the number of betting operators who have independently raised concerns about the bets placed on the Covered Person's matches over several years.
21. That evidence is then given considerable support from the various other pieces of evidence available as well as the number of the Covered Person's matches over which concerns exist.
22. The ITIA acknowledged that, in large part, its case is an inferential one. Although there is no direct evidence of the arrangements between the Covered Person and the bettors, it argues that the inescapable inference is that the Covered Person must have fixed the matches alleged in order to explain the suspicious betting and the outcome of the matches.
23. The ITIA submits that it is appropriate for the AHO to draw the inference that some form of arrangement was made in each case, and that the Covered Person must have

fixed matches to facilitate the bets being placed on each charge. The ITIA argued that its case may be largely inferential, but it is still a compelling case.

24. The ITIA submitted that there is simply no credible basis for suggesting that the suspicious betting, undertaken in a planned and coordinated way with the assistance of the supporting evidence, is just a series of coincidences.
25. With regard to charge 8, the ITIA alleges that the Covered Person breached section F.2.b of the 2022 TACP which reads: *“All Covered Persons must cooperate fully with investigations conducted by the ITIA...”*.
26. The ITIA relied on Mr Boyd’s evidence, which explains how he approached the Covered Person and gave him a Demand Notice which required him to provide Mr Boyd with his mobile phone handset for examination.
27. Although the Covered Person initially consented to this examination, he later withdrew his consent, despite being informed by Mr Boyd that such withdrawal could amount to a non-cooperation offence under the TACP and having been given all necessary reassurances around the confidentiality of the data on it (which would be securely and appropriately stored). Irrespective of this, the Covered Person withdrew his consent and Mr Boyd was therefore unable to complete his inspection of the Covered Person’s handset.
28. The Covered Person has never sought to remove the data from his phone that he was concerned with, namely [REDACTED] and details of a business venture, and then re-submit the phone to the ITIA for examination, something he could have done.
29. The ITIA submits that an innocent individual would have assisted the ITIA’s investigation and would have actively wanted the ITIA to conduct its investigation as thoroughly as possible, notwithstanding any perceived confidentiality concerns.
30. The ITIA submits that the Covered Person’s withdrawal of his consent, is further evidence which supports Charges 1 to 7.
31. As is clear from his lack of cooperation, he considered that the risk of providing his handset for examination was greater than the risk of receiving a sanction for non-cooperation. Further relevant evidence of Charges 1 to 7 (or another match) may well have been forthcoming.

### *Sanction*

32. The potential sanction for the Covered Person under section H.1.a is life/permanent ineligibility and a \$250,000 fine and repayment of any corrupt payments he may have received.
33. On the assumption the Covered Person is found liable for all the charges the ITIA bring the ITIA submit the Covered Person is issued with a ban in the range of 17 to 20 years from the sport of tennis together with a fine in the range of \$65,000 to \$75,000 (applying the Sanctioning Guidelines 2021).

## Covered Person

34. The Covered Person made the following submissions through his Counsel.
35. The Covered Person denies all the charges brought against him by the ITIA and states that there was no situation or event where he would either contrive or attempt to contrive the outcome or any other aspect of a tennis match, or where he would directly or indirectly bet on tennis matches or facilitate any other person to wager on the outcome or any other aspect of tennis matches.
36. The Covered Person stands accused by the ITIA of breaching the ITIA Tennis Anti-Corruption Program (versions 2017, 2019 and 2021) on several occasions and stands the possibility of incurring a very costly fine as well as being banned from playing tennis at a professional level. Therefore, while the Covered Person agrees and submits to this procedure, the procedure should start from the benefit of doubt awarded to the Covered Person. There should be a presumption of innocence. The ITIA bears the burden of proof in order to establish that a corruption offence has been committed.
37. As a result, it is the ITIA's responsibility to prove that the Covered Person has been actually involved in facilitating, or promoting tennis betting and that he was actually involved in actions of contriving the outcome of an event.
38. Most of the charges are similar, accusing the Covered Person of contriving certain aspects of tennis matches and facilitating others to wager on such matches, but there is no direct proof of match fixing or connections between bettors and the Covered Person.
39. On the only two occasions that the ITIA was able to show any connection between bettors and the Covered Person, the connection was coincidental.
40. The Covered Person's play of the relevant points on Court is consistent with his regular style of play.
41. The mere fact that there were bets registered on the Covered Person's matches and that these bets were █████ by the persons placing them, without there being any proof of connection or prior understanding between the Covered Person and such persons, do not prove the corruption offences.
42. The Covered Person has provided the ITIA with detailed bank statements regarding his income at specific dates, as requested by the ITIA, without there being any evidence of any direct or indirect income for the Covered Person related to the betting incidents contained in the Notice of Major Offense.
43. Furthermore, the fact that the Covered Person █████ or █████ certain points or games is inherent in tennis matches and does not constitute, in itself and without proof of prior understanding, a corruption offence. The ITIA has not proven that the Covered Person manipulated matches. There is no proof that the Covered person deliberately █████ any games, points or matches. No official watching the matches at the time (chair or supervisor) has said otherwise. The Covered Person's actions should be examined, not just the betting data.

44. There is no actual connection between bettors and the Covered Person in order to prove his facilitation of other persons to wager on tennis matches and no evidence regarding the actual participation of the Covered Person in contriving the outcome or other aspects of tennis matches.
45. The evidence of ██████ who was called as a witness, was relied on to show that ██████ had no previous understanding with the Covered Person regarding the bets and that the connection between the Covered Person and ██████ was merely coincidental.
46. Furthermore, the Covered Person only briefly knew ██████ given the fact that ██████ used to be an acquaintance of the Covered Person's wife's parents, but only until ██████ when ██████ moved to the ██████ far before the time of the allegations. At the time the alleged offences took place, ██████ had no connection, either direct or indirect with the Covered Person and had been a ██████ resident since ██████
47. Mere inference is not sufficient in order to apply a sanction to the Covered Person because the ITIA has not provided evidence to prove any connection with the vast majority of bettors and has not proven the actual participation of the Covered Person in fixing matches, betting or obtaining any advantage from betting.
48. As to Charge 8 the Covered Person agreed to fully cooperate and provided the ITIA investigator, Mr. Alan Boyd, his personal phone for investigation.
49. It was only when Mr. Boyd informed the Covered Person that all the data on the phone will be copied and stored by ITIA that the Covered person refused to provide such data.
50. The reason for this was the fact that the Covered Person's phone contained personal data, accounts, passwords and bank details of both himself and of the Covered Person's ██████
51. Where the Covered Person was a covered person by the Tennis Anti-Corruption Program, his ██████ was not and there was no ground for storing personal data of his ██████
52. In all the detailed charges there are only 3 occasions where any data regarding the identity of the persons placing the bets and any hint of connection between such persons and the Covered Person are provided.
53. All the charges should therefore be dismissed.

### *Sanction*

54. As to sanction, in the unlikely event the charges (or some of them) are proven, the entire proceeds from the bets provided by the ITIA in this case amount to a few thousand Euros over the span of 4 years.
55. Even if the Covered Person had any involvement with betting or persons placing wagers, applying a fine of 50.000 EUROS to the Covered Person at this point would be a wholly disproportionate sanction. The amounts set forth by the ITIA as fines against the Covered Person do not equal the net proceeds of his entire tennis career.

56. According to the Covered Person's ATP profile page, the Covered Person's prize money, in his whole career, amount to 155.975 EUROS. Deducting travel, training and other direct costs, it is clear that a fine of 50.000 EUROS is higher than the whole amount [REDACTED] by the Covered Person throughout his entire tennis career.
57. If any sanction is to be applied to the Covered Person such sanction should take into account only the conduct for which there is actual proof of the Covered Person's wrongdoing. To this extent, if the AHO should find any of the accusations unfounded, the sanction should reflect this.

## **Determination**

### **Essential question**

58. The essential question in this case is, based on the available evidence, whether it is more likely than not that the Covered Person contrived the outcome of the matches so as to facilitate others to bet in the particulars as alleged in the charges brought against him. There is, in addition, a charge of failing to cooperate fully with the ITIA.

### **Approach to the evidence**

59. A significant amount of evidence was filed in support of the parties' contentions in this matter. Particularly from the ITIA concerning notes of interview, betting alerts from various operators, scorecards, point by point data, supervisor/umpire reports, and streaming videos. The Covered Person gave evidence himself and called [REDACTED] to give evidence. Both were cross examined.
60. The AHO has considered all of the evidence and all of the arguments. The evidence and arguments referred to below are those which the AHO considered to be the most relevant to the fair disposition of the charges brought in this matter.
61. What can be said at the outset is that there is very little direct evidence linking the Covered Person to a majority of the bettors, nor is there any evidence of payment or reward to the Covered Person.
62. There is no evidence (whether direct or indirect) of payment (or tangible benefit) between the Covered Person and the bettors, or communications between the Covered Person and the bettors for any of the alleged match fixes. There is evidence of a connection between the Covered Person and only two of the bettors.
63. The evidence against the Covered Person is therefore in the main circumstantial, and the ITIA's case is, as it accepts, largely inferential.
64. While it is possible to find a breach of the TACP without direct evidence, the circumstantial evidence must still meet the standard of the preponderance of the



evidence as required by Section G.3.a. of the 2022 TACP.<sup>2</sup> That is, that ‘*it is more likely than not*’ that the Corruption Offense has been committed.<sup>3</sup>

65. Section G.3.c. of the TACP states “... *Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.*” The AHO so evaluates the evidence submitted by the Parties.
66. The AHO has been careful before drawing any firm conclusions based on inferences from the circumstances. The AHO has been careful to assess the probative value of the circumstantial evidence before drawing any inference to connect it with a conclusion of fact. The AHO has also carefully considered the Covered Person’s case that he is innocent of all charges, and that innocence has not been displaced.
67. The guiding test the AHO has applied is whether the commission of a corruption offence has been proven by the ITIA, on the facts, as being more likely than not; that is to say on the preponderance of the evidence.
68. The AHO has been careful to give the Covered Person the benefit of the doubt and has considered each charge individually. The AHO has applied a careful analysis as to whether there is a plausible innocent explanation for the relevant facts in respect of each charge, whether arising out of coincidence, chance or otherwise.
69. The AHO bears in mind that suspicious betting alerts by themselves do not prove the charges brought. There needs to be reliable supporting evidence of a corroborative nature as well which implicates the Covered Person to the standard required of it being more likely than not that a charge is proved. Particular regard has to be had to the probative value and reliability of the evidence which points to the Covered Person’s likely involvement in and knowledge of arrangements made to fix a match.

### **Applying those principles to the charges**

70. First of all the AHO accepts Mr Boyd’s evidence that there are similarities in relation to the betting placed which triggered the suspicious alerts and the relevant matches:
  - a) Each Charge involves specific and targeted betting, often in relation to particular games or points in a game.
  - b) The Covered person is serving in the games that were the subject of suspicious betting. Many of those games see him conceding double faults during a service game.
  - c) There are often multiple bets placed by multiple bettors on the same betting market regarding a match with those bets all placed shortly before the relevant point or game takes place and with similar stakes.
  - d) The betting accounts are linked to specific jurisdictions, i.e. Norway and Sweden in relation to Charges 1 and 2, and Romania for Charges 3 to 7, as well as specific towns within those jurisdictions.
  - e) The same betting accounts are seen across several matches which are the subject of separate Charges, namely:

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<sup>2</sup> See decision of AHO Richard McLaren *ITIA v Baptiste Crepatte* dated 19 April 2023

<sup>3</sup> See *Köllerer v. ATP, WTA, ITF & Grand Slam Committee CAS 201 1/A/2490* dated 23 March 2012; *Bracciali v. PTIOs CAS 2018/A/6048* dated 15 August 2022.

- i. [REDACTED] is a bettor in the matches relevant to Charge 3 and Charge 4;
- ii. The account registered to username rezmives is also a bettor in the matches relevant to Charge 3 and Charge 4; and
- iii. The account registered to username [REDACTED] is a bettor in the match relevant to Charge 5, Charge 6 and Charge 7.
- iv. The matches which are the subject of the Charges took place on consecutive days to one another or were a part of the same tournament (i.e. Charges 1 and 2, Charges 3 and 4, and Charges 5 and 6).
- v. There is a connection between the Covered Person and two bettors, namely [REDACTED] (see Charges 3 and 4) and [REDACTED] (see Charge 7).

### **AHO Decision in relation to the Charges**

71. Charges 1 and 2 relate to [REDACTED] and [REDACTED] matches which took place on [REDACTED] and [REDACTED] October 2017 at the [REDACTED] tournament in [REDACTED] Italy.

#### *Charge 1*

72. The Covered Person [REDACTED] the match [REDACTED] [REDACTED]. This match occurred the day before the match referred to in Charge 2. The alert referred to several suspicious bets placed on the day of the match from several new betting accounts registered with the betting operator [REDACTED] to customers from Norway and Sweden.

73. The suspicious betting was on two particular games-game [REDACTED] and game [REDACTED] of set [REDACTED].

74. [REDACTED] observed that after game [REDACTED] of this match, the Covered Person had served in [REDACTED] service games and [REDACTED] each of them. It was at that point that one Norwegian account and one Swedish account placed bets on the Covered person to [REDACTED] game [REDACTED] and point [REDACTED] of game [REDACTED] specifically, in which the Covered person was due to serve. Shortly after that betting, two further new Norwegian accounts and one further new Swedish account placed bets on the Covered Person to [REDACTED] game [REDACTED] and point [REDACTED] of game [REDACTED] specifically. The Covered person was again serving for game [REDACTED]

[REDACTED] The bets placed by these three accounts are identical to each other in relation to market, timing and stake. The total time period in which the six bets were placed was 12 seconds. The AHO is satisfied from this evidence that the bettors were coordinating with each other.

76. All the bets made were successful.

77. It is also notable that each of the five registered betting accounts was a new account. I accept Mr Boyd's view that it is common for bettors involved in match-fixing to use new betting accounts set up specifically for the purpose of a particular fix as it assists in avoiding detection by the betting operators who look at the bettors history and betting patterns over time.

78. In addition, the Tournament Supervisor noted that the Covered person asked to play on [REDACTED] which is a court in which the match footage is made available over the internet.

I accept Mr Boyd's evidence that this will allow any better to watch the match and know the exact moment at which they wish to place their bets.

79. Because the Covered person [redacted] [redacted] service games in a row, the odds of him losing the [redacted] one (i.e. game [redacted] would be at their most favourable after the fifth service game, but before the sixth one started. Mr Boyd notes the fact that this is the time that the game [redacted] bets were placed.
80. The AHO is satisfied that the match was fixed and that it is more likely than not the Covered Person was involved, in the sense of knowing of and participating in the fix.
81. Based on the betting evidence and the other evidence set out below the AHO is satisfied that the Covered Person directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2017 Program and contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2017 Program.
82. The AHO takes into account in this regard in addition to the betting evidence:
  - a) The Covered Person asked to switch Courts to a Court where live streaming over the internet was available;
  - b) The Chair Umpire noted: "...in the [redacted] set Mr Luncanu was "in total control of the match" but in the [redacted] set, [redacted] [redacted] "started to play a solid tennis while Luncanu did some unforced errors";
  - c) Game [redacted] the scorecard shows that the Covered Person conceded [redacted] double faults in game [redacted] including on the [redacted] point. The Covered Person was broken to [redacted] in that game having already, as previously noted, completed [redacted] straight holds of service;
  - d) Game [redacted] he did not serve any double faults but served [redacted] single faults, including one single fault on point [redacted]. He [redacted] point [redacted] by hitting his opponent's serve out of Court, long of the baseline.
  - e) The AHO does not find the video footage is inconsistent with his findings. By itself the video footage does not assist one way or the other and is not reliable in itself to prove the charge. It is too subjective.

## Charge 2

83. This concerned a doubles match the day after the match referred to in Charge 1 which the Covered Person and his partner [redacted] [redacted] [redacted]. The alert again referred to several suspicious bets from new customers from Norway and Sweden in relation to the Covered Person and his partner losing game [redacted] set [redacted] and point [redacted] of game [redacted] a game in which they were serving. At the time the bets were placed the Covered Person and his Partner were leading the [redacted] set [redacted]
84. The suspicious betting was on a particular game: game [redacted] of set [redacted]
85. [redacted] was again the relevant betting operator and they again observed in their alert to ESSA that "*The play was unusually co-ordinated and significantly against the run of play given the service holds so far*".

86. Betting data provided by █████ records eight bets placed by three accounts (each of which were different to the Charge 1 accounts) comprising:

- a) Three bets placed by one bettor by a Norwegian account for the Covered Person and his Partner to:
  - i. █████ game █████ set █████ which was, according to point by point data, placed at the end of game █████. This bet was placed twice and then there was one bet for them to █████ point █████ game █████
  - ii. Two bets placed by a bettor by a Swedish account also for them to █████ game █████
- b) Three bets placed by another bettor by a Norwegian account, also for them to █████ game █████ set █████ (again placed at the end of game █████ and placed twice) and then one bet for them to █████ point █████ game █████

█████ All eight bets were placed in a 44 second time period with all three bettors placing bets of €100 on the Covered Player and his Partner to █████ game █████ Two of the bettors also placed a €160 bet on the same market.

88. The AHO is satisfied from this evidence that the bettors were coordinating with each other.

89. All the bets were successful.

90. The AHO also notes the similarities with the fact pattern identified in the match which is the subject of Charge 1, including the facts that:

- a) The two matches occurred on consecutive days;
- b) The bets targeted the Covered Person's service game and point █████ of the specific games;
- c) Double faults were served on the specific points and during the specific games in question;
- d) The betting accounts were registered in Norway and Sweden; and
- e) The Covered Person asked that that the matches were played on a █████ court (although he denied in evidence that he did that knowingly).

91. The AHO is satisfied that the match was fixed and that it is more likely than not the Covered Person was involved, in the sense of knowing of and participating in the fix.

92. Based on the betting evidence and the other evidence set out below the AHO is satisfied that the Covered Person directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2017 Program and contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2017 Program.

93. The AHO takes into account in this regard in addition to the betting evidence:

- a) The Tournament Supervisor noted that the Covered Person asked to play on Court █████ (the █████ court);

- b) The scorecard shows the Covered Person conceded █ double faults in game █ including on the █ point, as well as a single fault on the █ point. He did █ in the match;
- c) The AHO does not find the video footage inconsistent with his findings. By itself the video footage does not assist one way or the other and is not reliable in itself to prove the charge. It is too subjective.

### Charge 3

- 94. The Covered Person █ the match █ █ █ Two betting operators observed suspicious betting: █ (█ and █ The suspicious betting took place in relation to a single game: game █ set █
- 95. Three separate Romanian accounts (two of which were new accounts) placed bets on the Covered Person to █ game █ set █ in which he was serving. All three bets were placed shortly before the start of game █ and within six minutes of each other. The Covered Person had █ the previous █ games meaning that, at the time the bettors placed the bets, the odds on him to █ this game would have been more favourable to the bettors.
- 96. All the bets were successful.
- 97. There is no video footage relied on, nor that the player asked to play on a Court with live streaming. There is no evidence as to how the player █ the particular game and no double faults seem to have been made. There is no evidence from any match official.
- 98. The Covered Person had █ █ games in a row and was serving and so might be said to have the momentum in the match, but the AHO is not persuaded on the basis of this and the betting evidence that the match was fixed.
- 99. The AHO accepts that the betting evidence is suspicious and that the bettors were likely coordinating because of geographical and IP connections between them in this charge (and charge 4-see below), but that does not in this case prove (without more) that it is more likely than not that the Covered Person knew and was involved in contriving the outcome of the match. The betting evidence is not of itself sufficient to prove the charge.
- 100. The AHO also takes into account in this regard the connection between one of the bettors (█ and the Covered Person.
- 101. This connection, having considered the Covered Person's evidence and █ evidence, does not lead to the conclusion that it is more likely than not the Covered person contrived the match.
- 102. The connection between the two based on the evidence is fairly superficial and historic. Both █ and the Covered Person deny the allegations and there is no good evidence to prove that they are probably lying on this charge.

103. There is insufficient evidence to prove that it is more likely than not the Covered Person facilitated the betting of others and, in order to do so, contrived an aspect of an Event, in each case in breach of sections D.1.b and D.1.d of the 2019 TACP.

104. Charge 3 is dismissed.

#### *Charge 4*

105. The Covered Person █████ the match █████ █████ The betting on this match was a day after the events alleged in Charge 3. The suspicious betting is very similar. The bets were placed on the Covered Person to █████ game █████ set █████

106. Two █████ bettors and two █████ bettors (one of which was █████ all placed that bet. They did so within one minute of each other and for stakes in a similar range (between €158 and €270, allegedly well above casual betting levels). The second █████ bettor also placed a bet on there being more than █████ games in the █████ set, a bet that relied upon the Covered Person losing his service game in game █████.

107. All the bets were successful.

108. There is no video footage relied on or that the player asked to play on a Court with live streaming. There is no evidence as to how the player █████ the particular game and no double faults seem to have been made. There is no evidence from any match official.

109. The AHO accepts the betting is suspicious and that the bettors were likely coordinating. In addition, the two █████ bettors are linked to the █████ bettor on Charge 3, but that does not prove (without more) the likely knowledge and involvement of the Covered Person.

110. There is insufficient evidence to prove that it is more likely than not the Covered Person facilitated the betting of others and, in order to do so, contrived an aspect of an Event, in each case in breach of sections D.1.b and D.1.d of the 2019 TACP.

111. Charge 4 is dismissed.

112. Charges 5 to 7 relate to singles matches which took place on in December 2021 at the █████ tournament in █████ Qatar.

#### *Charge 5*

113. The ITIA was alerted to suspicious activity with respect to these matches by the Tournament Supervisor. Following that referral, the ITIA received information which confirmed that there had been betting which betting operators believed was unusual or suspicious.

114. The Covered Person █████ the match █████ █████ █████

115. █████ found the betting on this match to be suspicious and referred to four bettors of concern, some of which were bettors from newly registered accounts. In

particular, they found that any bets backing the Covered Person to [REDACTED] the [REDACTED] set and then win the match to be suspicious. One of the bettors that Mr Boyd identified bet in this way. Some bettors were from a Romanian betting operator and two bet on the Covered person to [REDACTED] the [REDACTED] set. These bets were higher than other stakes and were successful.

116. The AHO is satisfied that the bettors were more likely than not to be coordinating with each other. This does not by itself prove the charge, only that the betting evidence is suspicious.

117. The AHO takes into account, in addition to the betting evidence - which in the AHO's view provides significant corroboration:

- a) There was a report from the Chair Umpire prior to [REDACTED] raising concerns. The Chair Umpire said the Covered Person challenged [REDACTED] points which were awarded in his favour during the [REDACTED] set. The AHO accepts that this is unusual.
- b) In addition, the Covered Person served [REDACTED] double faults at important times in the [REDACTED] set: during [REDACTED] of his service games, which he [REDACTED]

118. The AHO is satisfied that the match was fixed and that it is more likely than not the Covered Person was involved, in the sense of knowing of and participating in the fix.

119. Based on the betting evidence and the other evidence set out above the AHO is satisfied that the Covered Person directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2021 Program and contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2021 Program.

#### *Charge 6*

120. This was a match in the following round on the following day to the match relevant to Charge 5. The Covered Person [REDACTED] this match [REDACTED] [REDACTED]

121. The same report from the Tournament Supervisor referred to in Charge 5 made reference to this match.

122. The alert reported that [REDACTED] had observed several suspicious bets from two Romanian betting accounts placing bets on (i) there being under [REDACTED] games in the match; and (ii) the Covered Person to [REDACTED] game [REDACTED] set [REDACTED].

123. The underlying betting data shows that there was one Romanian registered betting account which placed six bets with a total stake of €762. This account, registered to username [REDACTED] placed:

- a) Three bets on there to be under [REDACTED] games in the match placed at [REDACTED], [REDACTED]: [REDACTED] (which, according to the point-by-point data were placed in the [REDACTED] set at the end of the [REDACTED] game with the score at [REDACTED] and just before the start of the [REDACTED] game with the Covered Person's opponent [REDACTED] [REDACTED] (respectively)) and [REDACTED]: [REDACTED] (which, according to the point-by-point data was placed at the end of the

█████ game with the Covered Person's opponent ██████ ██████ in the ██████ set) with a total stake of approximately €424.

- b) Three bets on the Covered Person to ██████ game ██████ set ██████ placed at the start of game ██████ with a total stake of approximately €309.

124. Information provided by ██████ contained in the alert indicated that the betting patterns were suspicious. One of the Romanian betting accounts also bet on the match relevant to Charge 5. This account was also known to ██████ separately as often being "used as a marker for low level tennis matches". An additional account, again registered to Romania, which had "been under review due to activity on low level tennis matches was also backing under ██████ early in the ██████ set, as well as backing under ██████ and the Covered Person's opponent to take Game ██████ set ██████

█████ Betting data provided by ██████ also indicates that one bet was placed by the bettor with username ██████ for there to be ██████ to ██████ games in set ██████ This bet was placed straight after the Covered Person's opponent had ██████ the ██████ set according to point-by-point data. That same bettor placed two bets on the match the subject of Charge 5 and nine bets on the match the subject of Charge 7.

126. All the bets were rendered successful.

127. The AHO is satisfied that the bettors were more likely than not to be coordinating with each other. This does not by itself prove the charge, only that the betting evidence is suspicious.

128. The AHO takes into account in addition to the suspicious betting evidence, which in the AHO's view provides significant corroboration:

- a) There was a report from the Chair Umpire;
- b) For there to be under ██████ games in the match requires a comprehensive victory for one of the players. That is what happened as the Covered Player ██████ in ██████ games, ██████ ██████
- c) The Covered Player was also serving for game ██████ set ██████ a game that he not only had to ██████ for the game ██████ set ██████ bet to be successful but also to ensure there were less than ██████ games in the match. He then did ██████ his service game.

129. The AHO is satisfied that the match was fixed and that it is more likely than not the Covered Person was involved, in the sense of knowing of and participating in the fix.

130. Based on the betting evidence and the other evidence set out above the AHO is satisfied that the Covered Person directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2021 Program and contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2021 Program.

### *Charge 7*



131. The Covered person [REDACTED] the match [REDACTED] [REDACTED]. The alert referred to several suspicious bets from seven Romanian registered accounts and one Danish registered account (with a common Romanian name), some of which were new accounts:

- a) [REDACTED] – One account bet on the Covered Person to [REDACTED] game [REDACTED] set [REDACTED]. [REDACTED] stated that this was a new account so they found the betting suspicious given it was such a targeted bet for a new bettor. [REDACTED] has not provided any underlying betting data.
- b) [REDACTED] – Two accounts bet on the Covered person to [REDACTED] game [REDACTED] set [REDACTED] game [REDACTED] set [REDACTED] game, [REDACTED] set [REDACTED] and the [REDACTED] set outcome being for the Covered Person to [REDACTED].
- c) [REDACTED] – Three accounts bet on the Covered Person to [REDACTED] game [REDACTED] set [REDACTED] game [REDACTED] set [REDACTED] game [REDACTED] set [REDACTED] under [REDACTED] total games in the match and the [REDACTED] set outcome being for the Covered Person to [REDACTED].
- d) [REDACTED] – Two accounts bet on the Covered Person to [REDACTED] the [REDACTED] set in under [REDACTED] games (i.e. by no more than [REDACTED]). [REDACTED] has not provided any underlying betting data.
- e) Betting data provided by [REDACTED] shows that:
  - i. Bettor with username [REDACTED] placed nine bets. There were two bets placed on the Covered Person to [REDACTED] each of game [REDACTED] set [REDACTED] game [REDACTED] set [REDACTED] and game [REDACTED] set [REDACTED] with those bets being placed shortly before the relevant game took place. In addition, this bettor also placed bets on the Covered Person losing game [REDACTED], set [REDACTED] the total games in set [REDACTED] being between [REDACTED] and [REDACTED] and the correct score of set [REDACTED]. All of these bets were successful. The same bettor placed two bets on the match the subject of Charge 5 and one bet on the match the subject of Charge 6.
  - ii. Bettor with username [REDACTED] placed four bets. These bets were placed in a similar timeframe as the other bettor, so just before the relevant game/set on court. The bets were for the Covered Person to [REDACTED] game [REDACTED] set [REDACTED] to [REDACTED] set [REDACTED] the total games of set [REDACTED] to be between six and eight; and the Covered Person to [REDACTED] game [REDACTED] set [REDACTED]. All of these bets were successful.
- f) Betting data provided by [REDACTED] shows that a bettor with username MDDevian placed 12 bets; a bettor with username [REDACTED] placed 13 bets and a bettor with username [REDACTED] placed 11 bets. The betting in each case was for the Covered Person to [REDACTED] specific games, to [REDACTED] specific sets or for a set to contain a certain number of games. Of the 36 bets, none of them was in favour of the Covered Person and all of them were successful.

132. The scorecard of the match shows that the Covered Person [REDACTED] the four specific identified games, the [REDACTED] set in less than [REDACTED] games, the [REDACTED] set by the score of [REDACTED] and the match in under [REDACTED] games. Therefore, all of the bets placed, which had significant overlap amongst the bettors, were successful. All but one of the bets on specific service games were on games that the Covered Person was the server.

133. The AHO is satisfied that the bettors were more likely than not to be coordinating with each other. This does not necessarily prove the charge, only that the betting evidence is suspicious.

134. However the betting patterns were so clearly related to the outcome of the match in this case that the only reasonable inference is that it is more likely than not that the match was fixed and that it is more likely than not the Covered Person was involved, in the sense of knowing of and participating in the fix.
135. As an additional piece of corroborative evidence one of the three bettors was identified by ██████ as ██████ ██████ is a friend on Facebook with the Covered Person - so there is some evidence of connection.
136. Based on the betting evidence and the other evidence set out above the AHO is satisfied that the Covered Person directly or indirectly facilitated another person to wager on the outcome or any other aspect of the match in breach of section D.1.b of the 2021 Program and contrived the outcome and/or an aspect of this match in breach of D.1.d of the 2021 Program.

### *Charge 8*

137. Despite assurances that the data would be strictly managed, sensitively handled and securely stored and that the sensitive and confidential information which the Covered Person had identified was not relevant to the investigation, he withdrew his consent following consultation with his ██████
138. The AHO determines that the Covered Person's withdrawal of consent for the ITIA to examine the data held on his Phone and SIM card and failure to comply with the Demand equates to a failure to cooperate fully with the investigation conducted by the ITIA and is, therefore, a breach of section F.2.b of the 2022 Program.
139. The obligation to cooperate fully is an important one in relation to the detection and prosecution of match fixing. Whether it has been breached will be a question of fact in each case. It may be helpful for the ITIA to produce some practical guidelines in relation to the expectations it has in relation to 'full cooperation'.
140. It may be that there are, in any particular case, special circumstances which provide a legitimate or reasonable excuse for not fully cooperating. In this case the reason relied on is not a good one in circumstances where Mr Boyd assured the Covered Person that the data which was sensitive and confidential could be securely managed.
141. The AHO accepts the ITIA's submission that a person with nothing to hide would have been content for the ITIA to examine the messages stored on the phone that were relevant to these charges. The Covered Person could have offered, with the assistance of the ITIA, to remove the sensitive and confidential data from his phone that he was concerned with, and then re-submit the phone to the ITIA for examination.
142. The AHO finds that the failure to cooperate fully supports the ITIA's case in relation to the match fixing Charges.
143. Based on the foregoing the AHO is satisfied that the Covered person has committed offences by arranging with various third parties to contrive the outcome of, or an aspect of, his matches and directly or indirectly, solicited or facilitated such other

persons to wager on the outcome of his matches, in respect of Charges 1,2,5,6 and 7. He has also failed to cooperate fully with the ITIA.

### **Sanction**

144. I have found that the Charges relating to the 2019 matches, i.e Charges 3 and 4 have not been proven and are dismissed. However, the balance of the Charges have been proven and reveal a sustained amount of involvement in match fixing to facilitate betting and a failure to cooperate with the ITIA when consent was withdrawn in relation to the mobile phone.
145. The TACP Sanctioning guidelines are not binding on me but set out principles and various indicators and factors which I may consider appropriate to take into account when reaching a fair sanction, recognising that I retain full discretion. Any sanction must be proportionate to the level of offending proven. It must also take into account the need for the sanction to serve as a deterrent to others.
146. In using the guidelines for the 2022 TACP the first step is to determine the offense category and in order to do that I assess culpability and the impact on the sport of the misconduct proven.

#### *Step 1*

147. Given my findings, the Covered Person has contrived points, games and matches, and there must have been arrangements agreed with the Covered Person who acted with others. However, there is no direct evidence of the extent of his participation or that he led anyone else to commit offences. There is no evidence of the degree of planning or premeditation involved.
148. Nevertheless, the Covered Person has committed a number of match fixing offences in 2017 and 2021 as well as an offence of failure to cooperate in 2022.
149. These offences have a material impact on the reputation and integrity of the sport of tennis, involving as they did multiple bettors who were themselves coordinated.
150. However, there is no evidence of any solicitation or acceptance of money or other tangible benefit for the Covered Person. There is no evidence of illicit gain.
151. I set the appropriate culpability category as medium culpability B and the impact category as 2.

#### *Step 2*

152. The corresponding starting point is 3 years suspension within the category range of 6 months to 5 years.
153. In all of the circumstances of the case the AHO determines that the appropriate sanction is 5 years suspension under section H as a result of the scale of the offending in 2017 and 2021 as well as the failure to fully cooperate offense.

154. The Covered Person has not offered any substantial assistance to the ITIA, nor has he admitted any of the offences. There is no reason to apply any adjustment downwards to the suspension and there is no meaningful mitigation that can be advanced on the Covered Person's behalf. He has advanced a case of denial and has been found to have failed to fully cooperate in relation to the mobile phone.
155. As to a fine, the sanctioning guidelines suggest for 5 to 10 major offences the fine scale ought to be \$25,000 to \$50,000. The fine sought by the ITIA in this case is between \$65,000 and \$75,000 .
156. Any fine should reflect the key aims of the TACP in reaching a reasonable and proportionate overall sanction which acts as an effective deterrent.
157. In circumstances where the 2019 matches (Charges 3 and 4) have not been proven and have been dismissed and where there is no evidence of payment to the Covered Person this level of fine is not justified.
158. In addition the AHO takes into account the submissions made by the Covered Person's Counsel as to the amounts placed by the bettors in this case and his relatively modest earnings over the entirety of his career to date. There is no evidence of his financial mean.
159. The fine should ordinarily reflect the categorisation of the offenses. In all the circumstances it is set at \$40,000.
160. The following Orders are made:
- a) The Covered Person, as defined in Section B.10. of the TACP, is found to have committed Corruption Offences under Sections D.1.d., D.1.b. of the 2017 and 2021 TACP and one offence of failure to cooperate fully with the ITIA under section F.2.b of the 2022 TACP.
  - b) For these breaches of the TACP the Covered Person is declared ineligible from Participation in any Sanctioned Event for a period of five (5) years in accordance with Section H.1.a.(ii).
  - c) The above ordered suspension shall commence on and is effective from the day after this Decision as prescribed in Section F.6.h.(ii) of the 2022 TACP.
  - d) The period begins on the 9 June of June 2023 and ends on the 8 of June 2028.
  - e) This Decision shall be publicly reported in full as prescribed in Section G.4.e. of the 2022 TACP.
  - f) Under Section H.1.a.(i) a fine of \$40,000 USD under a payment plan to be agreed is imposed.
  - g) The Decision herein is a final determination of the matter subject to a right of appeal to the Court of Arbitration for Sport (CAS) under Section I. 1. with a deadline under Section 1.4. of 20 Business Days from the date of receipt of the Decision by the appealing party.
  - h) Under Section 1.2. of the 2022 TACP the suspension ordered herein shall remain in effect while under appeal unless CAS orders otherwise.

Raj Parker

Anti Corruption Hearing Officer

London, England

8 June 2023

A handwritten signature in black ink, appearing to read "Raj Parker". The signature is written in a cursive style with a large initial 'R'.