

IN THE MATTER OF CHARGES BROUGHT BY THE INTERNATIONAL TENNIS INTEGRITY AGENCY
AGAINST AGUSTIN MOYANO

BEFORE ANTI-CORRUPTION HEARING OFFICER CHARLES HOLLANDER KC

DECISION OF THE ANTI-CORRUPTION HEARING OFFICER

1. On 26 April 2024, the International Tennis Integrity Agency (the **ITIA**) sent a Notice of Major Offense pursuant to Section G.1.a of the 2024 version of the Tennis Anti-Corruption Program (the **TACP**) to Agustin Moyano (the **Player**), an Argentinian former professional tennis player, informing him that he was being charged with eight alleged breaches of the 2016, 2017 and 2018 TACPs (collectively, the **Charges**).
2. The Charges were as follows:

Charge 1

D.1.e (Soliciting) TACP 2016, 2017 and 2018

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

3. In or around May 2016, the Player first approached Spanish tennis player, [REDACTED] [REDACTED] [REDACTED] ([REDACTED] to fix tennis matches on behalf of [REDACTED] [REDACTED] ([REDACTED] As a result of this approach, [REDACTED] fixed a number of matches with [REDACTED] first through Player, and then directly with [REDACTED] This included a match on 9 May 2017 at an ITF tournament in Bulgaria. [REDACTED] admitted in interview with the ITIA that he had been approached by the Player and Franco Feitt to fix matches:

‘...I think in the beginning it was with the...with like a South American people. And then they told me, well, if you need some help we know someone that if you lose like one point or one break or whatever they can pay you whatever €500 or €700 or whatever.

...

And then in the beginning I say no, but finally, you know, yes, I gave up and then I say alright, let’s try sometimes, when I when I think I need some money. Yes.

...

Well two guys who were my friends. But not friends in the end, Agustin MOYANO from Argentina and Franco FEITT also from Argentina.'

Charges 2-7

D.1.f (Accepting money) TACP 2016, 2017 and 2018

"No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event."

The facts relied on in relation to Charges 2-7 are set out at paragraphs 4-8 below.

4. Between 29 September 2016 and 26 February 2018, six payments were sent by members of [REDACTED] match-fixing organisation to the Player, as follows:
 - 1) 29/9/16 a MoneyGram transfer in the sum of \$700 was sent by [REDACTED] [REDACTED] to Agustin Jeremias Moyano;
 - 2) 3/10/16 a MoneyGram transfer in the sum of \$1,300 was sent by [REDACTED] [REDACTED] to Agustin Jeremias Moyano;
 - 3) 5/12/16 a Western Union transfer in the sum of €1,190 was made by [REDACTED] [REDACTED] to Agustin Jeremias Moyano;
 - 4) 15/8/17 a MoneyGram transfer in the sum of \$300 was made by [REDACTED] [REDACTED] to Agustin Jeremias Moyano;
 - 5) 24/11/17 a MoneyGram transfer in the sum of \$400 was made by [REDACTED] [REDACTED] to Agustin Jeremias Moyano;
 - 6) 26/2/18 a MoneyGram transfer in the sum of \$2,000 was made by [REDACTED] [REDACTED] to Agustin Jeremias Moyano;
5. The Player was interviewed by ITIA investigator, Helen Calton on 3 June 2023, during which the Player denied any involvement in match-fixing or corrupt activity.
6. The Player was asked whether he had ever received MoneyGram transfers and stated that he had, and that these would have been received from [REDACTED] [REDACTED] [REDACTED]

sponsor, or via friends of [REDACTED]. The Player stated that the money transfers would either be in [REDACTED] ([REDACTED] or [REDACTED] ([REDACTED] names, or ‘sometimes it might be in the name of a sponsor, or in the name of one of [REDACTED] friends who would be sending the money’.

7. The Player was asked about the specific money transfers and names listed above and agreed that he had received the money transfers but stated that he did not recognise the names of the people who sent them. When asked why [REDACTED] would have associates he had asked to send the Player money who did not have Spanish names, the Player replied ‘*It’s possible that [REDACTED] would speak to the sponsor who’s Argentinian and ask him to contact these people to send the transfers, this happened before, I mean it’s a long time since he’s had those payments.*’
8. On 28 June 2023 the [REDACTED] [REDACTED] was interviewed by Ms Calton. The [REDACTED] was asked if he recognised the names of the individuals who had made the money transfer payments listed above, and he stated he did not, as follows:

HC: Do you recognise any of those six names I've just shown you?

[REDACTED] No, no, no, no, no, no.

HC: Is it no. Sorry. My fault. Is it possible that you have organised transfers to [REDACTED] [REDACTED] through any of those people.

RY: Through those people are you saying?

HC: Via those people, yes.

[REDACTED] No, no.

HC: Okay. When I interviewed [REDACTED] and I put those to him he suggests that they've been organised by you. Is that correct?

GM: No.

Charge 8

D.2.a. (non-reporting) ACP 2016, 2017 and 2018

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

“ii. In the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player’s obligation to report such knowledge or suspicion to the TIU as soon as possible.”

9. Charge 8 asserts that regarding each of the breaches of the TACP set out above, the Player failed to report any approaches to him to provide money to influence the outcome of Events, or knowledge that another Covered Person had committed a Corruption Offense. Each occasion is said to amount to a breach of Section D.2.a TACP.
10. Charges 4-7 (which relate to payments 4-6) were withdrawn by ITIA on 21 October 2024.
11. The ITIA were represented by Mr Ross Brown and Ms Lily Elliot, Onside Law. Mr Moyano was represented by Dr Pablo Benavides and Dr Karol Bertolotto, Estudio Jurídico Benavides & Asociados.
12. On 26 November 2024, an oral hearing took place remotely. Oral evidence was given by Ms Helen Calton for the ITIA and Mr Moyano gave evidence in his defence. Mr Moyano also led written evidence from [REDACTED] and [REDACTED] but the ITIA did not require them to be called to be cross-examined. The ITIA put forward a witness statement from [REDACTED] but [REDACTED] made clear he was not prepared to attend to give oral evidence.

Jurisdiction

13. 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 (PWS) and to adhere to the relevant rules, which expressly include the TACP. A person who has signed such documentation is referred to as a Covered Player, being a person to whom TACP applies TACP provides:

C. Covered Players, Persons and Events

C.1 All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein as well as the ITIA Privacy Policy which can be found at <https://www.itia.tennis/privacy-policy/>. They shall remain bound until such time as they are no longer a Covered Person.

C.2. No action may be commenced under this Program against any Covered Person for any Corruption Offense unless such action is commenced within either (i) eight years from the date that the Corruption Offense allegedly occurred or (ii) two years after the discovery of such alleged Corruption Offense, whichever is later.

C.3. The ITIA shall be permitted to issue a Notice of Offense, Notice of Major Offense and/or a proposal for an Agreed Sanction (under Section F.5. and/or F.7.) to any individual where they are no longer a Covered Person but were a Covered Person at the time of the events giving rise to the charges within the notice. In those circumstances, the provisions of this Program shall apply to such individual

14. This needs to be done annually, with the season commencing at the start of each calendar year. Mr Moyano retired as a professional player shortly before the end of 2016. It is accepted that he was a Covered Person in 2016 but not thereafter.
15. Thus there was no dispute that I had jurisdiction in relation to 2016 matters, subject to a defence raised on behalf of Mr Moyano that the charges were time barred which I deal with below.

organised crime group. ■ was responsible for being the point of contact between professional tennis players (or intermediaries, who were also often professional tennis players) and a network of gang members who would place bets on agreed matches, either in person or online, or make payments to the players who had fixed a match. ■ would assess the online betting markets to assess potential matches of interest; contact the relevant player (or intermediary) via WhatsApp or Telegram to propose the terms of a fix for that match; pass on the terms of the agreed fix to his associates within the organised criminal network; and, after conclusion of the relevant match, would arrange for payment to be made to the player for their role in the fix.

The ITIA's Case

18. The case of the ITIA against Mr Moyano is based upon the following sources of evidence:

a. Admissions made by ex-professional tennis players, ■ ■ ■ and Franco Feitt in the course of interviews with the ITIA between 2020 and 2023, and in ■ Witness Statement.

b. Material obtained during the course of the Belgian Investigation which includes the forensic download of ■ mobile phones, evidence of money transfers, contact details of Mr Moyano and other relevant material located on ■ mobile phones and at premises controlled by him or his associates.

19. The ITIA submits that, on the preponderance of the evidence, Mr Moyano is liable for the Charges. They say there is strong evidence of Mr Moyano's involvement in match-fixing activities during the relevant period, particularly in relation to Mr Moyano acting as a middleman to assist other professional tennis players to fix their matches. It is inferred that Mr Moyano also fixed some of his own matches prior to his retirement as a player in 2016. When taken together, the evidence demonstrates Mr Moyano's repeated, 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 for his own financial gain. That is the most logical conclusion to draw from the evidence that is available. The ITIA submits that there is no credible alternative explanation for the evidence available.

20. The main evidence is as follows:

- a. [REDACTED] witness statement says that Mr Moyano and Mr Feitt pressed him to fix matches for money, which he did. He refers to matches in November 2016 and May 2017. He also says he fixed matches for [REDACTED]
- b. In an interview in 2020 with ITIA investigator Lee Bain, Mr Feitt said that Mr Moyano introduced him to [REDACTED] and Mr Moyano was involved in matchfixing by Mr Feitt.
- c. Two phone numbers for [REDACTED] were found on Mr Moyano's phone.
- d. Photos of a number of transfers were found on [REDACTED] phone. None of these payments were made by [REDACTED] himself, they were payments made by a number of other people. In numerous cases they were payments made to persons who have admitted or been convicted of match fixing. Several of the payments are to Mr Moyano.

Mr Moyano's case

21. Mr Moyano says that [REDACTED] made contact with him and offered to sponsor him. He says that it was not unusual for individuals or companies to offer him sponsorship. Initially he did not need sponsorship as he already had sponsorship but subsequently [REDACTED] provided him with money for a coach and for a nutritionist. The payments evidenced on [REDACTED] phone were not made to him by [REDACTED] but it is not unreasonable to assume they were made on [REDACTED] behalf.
22. Towards the end of 2016, Mr Moyano says [REDACTED] said he wanted his money back, which was not what Mr Moyano had expected. He was rather concerned and frightened by this and that was part of the reason he gave up being a professional tennis player in late 2016.
23. He denied that he had ever been involved in match fixing and to the extent that [REDACTED] or Mr Feitt said to the contrary, that was not true.

24. It was submitted on Mr Moyano's behalf that the evidence was insufficient to convict him of match fixing.

25. It was further submitted that the matter was time-barred, being more than eight years since the offence and more than two years since the ITIA became aware of the facts.

Discussion

26. This case is different from most match fixing cases. It is usual to see WhatsApp or similar messages which provide some indirect evidence of fixes, supported by evidence of the course of the matches in question. Here, apart from some rather unspecific evidence from [REDACTED] and Mr Feitt, there is no specific evidence of fixes of particular matches.

27. It is true that Mr Moyano was implicated directly in match fixing by both [REDACTED] and Mr Feitt. The ITIA rely strongly on their evidence. But the weight of their evidence is much diminished by their unwillingness to give oral evidence before me to support what they said. These individuals are self-professed match fixers who have declined to give evidence to me in support of what they have said about Mr Moyano, with the result that I have not had the opportunity to assess the credibility of these persons who have proved themselves very dishonest in the past. Great care must be taken in relying on their evidence in such circumstances unless it is corroborated.

28. The ITIA rely upon evidence of a series of payments on [REDACTED] phone. None of these payments are from [REDACTED] himself. But as they are evidenced on his phone it seems obvious that they are payments made through his associates or otherwise on his behalf. There are a number of very similar payments made to persons who have admitted or been convicted of match fixing. The ITIA say the obvious inference is that the payments to Mr Moyano are for a similar purpose. As I explain above, Mr Moyano says he was provided with sponsorship by [REDACTED] which was no different from the sponsorship provided by many others.

29. Whilst Mr Moyano says that after this period of time he was not able to say whether the payments made to him which are the subject of the Charges were payments made by [REDACTED] through his associates, given that the transfers were copied to [REDACTED] phone, and that Mr Moyano admits that he received money from [REDACTED] it is obvious that the payments were

made on behalf of [REDACTED] or by his associates and Mr Moyano did not really dispute that this was likely.

30. Whilst the evidence of [REDACTED] and Mr Feitt certainly provides evidence of match fixing by Mr Moyano, given what I have said above, I would be reluctant to find the charges proved on this material alone. However, as I said above, the evidence is potentially corroborative of other evidence.

31. What seems to me of huge importance is the evidence of payments to Mr Moyano found on [REDACTED] phone well after he had retired as a tennis professional at the end of 2016. The payments are as follows:

a) 15.8.17 from [REDACTED] [REDACTED] US\$300

b) 24.11.17 [REDACTED] [REDACTED] USD\$400

c) 26.2.18 [REDACTED] [REDACTED] US\$2000

22. According to Mr Moyano, by the end of 2016 [REDACTED] had told him he wanted his money back, and the concern about that was such that it led to Mr Moyano's retirement from professional tennis. Mr Moyano said he never repaid [REDACTED]. So why were further sums being paid over the next year or more? Of course merely because Mr Moyano was no longer a professional player did not mean that he could not have been involved in match fixing. On Mr Moyano's evidence, [REDACTED] should have been asking for his money back in 2017/2018, not paying more money at intervals.

23. It was submitted on behalf of Mr Moyano that these matters were irrelevant because the ITIA had dropped the charges in relation to these payments. But these payments are not relevant as charges. They are, however, highly material in my determination as to whether Mr Moyano's version of events is credible.

24. Mr Moyano said these were payments made because there was a discussion about him going back to being a professional tennis player and to encourage him with sponsorship to do so. But if that was the case, given that Mr Moyano never did go back to being a professional player, [REDACTED] would surely have insisted on getting these monies back. And why make three payments each several months apart? Assume in favour of Mr Moyano that the August 2017 payment was made in some way in anticipation of him returning to professional tennis, as he

suggested, the fact is that he did not do so: so why should [REDACTED] make a further payment in November and then a further, more substantial, one the following February?

25. I regard Mr Moyano's evidence here as entirely unbelievable, and I do not accept it. The obvious inference is that these were in fact further payments connected to match fixing and this evidence is powerful support of the other material led by the ITIA.

The Charges

26. Charge 1 is based on [REDACTED] evidence. There is no other evidence in support of this charge. ITIA tried to connect payments to [REDACTED] evidence, but the connection here was far too vague and speculative. I am not comfortable finding a charge proved where it is based solely on the evidence of a match fixer who has expressly declined to come to this hearing to support it and I dismiss this charge.

27. Charges 2, 3 and 4 were charges in relation to the following payments to Mr Moyano from the following individuals:

29.9.16 [REDACTED] [REDACTED] US\$700

3.10.16 [REDACTED] [REDACTED] US\$1300

5.12.16 [REDACTED] [REDACTED] E 1190

28. The evidence in support of the ITIA's case that these were payments for fixing or arranging the fixing of matches is as follows:

- a. the transfers were on [REDACTED] phone;
- b. [REDACTED] is a well-known and notorious match fixer;
- c. it is thus to be inferred that these were payments from [REDACTED] associates and that was not really disputed by Mr Moyano
- d. there is thus an inference in the absence of credible alternative explanation that these were payments made to Mr Moyano in relation to match fixing.
- e. the evidence of [REDACTED] and Mr Feitt corroborates this; whilst it would, in my view, be wrong to rely on this evidence alone, for the reasons I have set out, it corroborates the other evidence.

f. the explanation given by Mr Moyano as to the payments made to him from [REDACTED] and his associates is not credible for the reasons set out; what I have found to be a false explanation gives further confidence in the ITIA's case.

g. Although Mr Moyano claimed that the payments from [REDACTED] were sponsorship payments, there is no documentation to support this at all and I find that the payments related to match fixing by or with the connivance of Mr Moyano.

29. This I find that these three payments were made with the intention of Mr Moyano negatively influencing a Player's best efforts in any Event. It does not matter for this purpose that it is impossible to identify any particular Event.

30. As for Charge 8, it follows from the above that Mr Moyano should have reported the corrupt approaches leading to the payments in relation to Charges 2-4 above. However, I do not consider this adds materially to Charges 2-4 and whilst I find this allegation proved in relation to the payments which make up Charges 2-4, I do not consider it affects the sanction.

Limitation

31. The proceedings were commenced on 26 April 2024. The payments which are the subject of Charges 2-4 were made between September and December 2016. It must be inferred that they related to match fixing at that time or shortly before. Thus time started to run in about September 2016 and the eight year period had not expired. It was submitted on behalf of Mr Moyano that time started to run when [REDACTED] suggested that Mr Moyano became involved with him in fixing, or otherwise in 2015. However, these charges are concerned with payments in late 2016 and I reject the argument that the claim is time barred.

Delay

32. Mr Moyano also complained about the delay in bringing these charges. However, they are brought within the limitation period, and I do not consider this provides a defence.

Conclusion on liability

33. I find Charges 2-4 and 8 proved and dismiss Charge 1.

Sanction

34. I must consider the ITIA's TACP Sanctioning Guidelines. These offences had a high degree of planning and culpability and appeared to involve or lead others to commit offences. There were multiple offences over a protracted period of time. These were major offences with a material impact on the reputation and integrity of the sport, but the material gain was very limited.

35. Match fixing is hugely damaging to the sport, and it is important that those who are involved in match fixing over a period of time are banned from being involved in the sport. This is a serious case and I regard a fifteen year ban as appropriate.

35. As for a fine, I take into account that there were three relevant offences (ignoring for this purpose Charge 8) and the total sum received was about US\$3,000. Taking into account the fine scale, I order a fine of US\$10,000.

Disposition

36. I find Charges 2-4 and 8 proved and dismiss Charge 1.

37. Mr Moyano must serve a fifteen year ban from the date hereof in relation to any event organised or sanctioned by any Governing Body and pay a fine of US\$10,000.

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

Charles Hollander

Charles Hollander KC

AHO

2 December 2024