IN THE MATTER OF A NOTICE OF OFFENSE OF ALLEGED CORRUPTION OFFENSES UNDER THE TENNIS ANTI-CORRUPTION PROGRAM

QUENTIN FOLLIOT

and

INTERNATIONAL TENNIS INTEGRITY AGENCY

| DECISION |
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| |

Before Anti-Corruption Hearing Officer: Amani Khalifa

Representing the International Tennis IntegrityBird & Bird LLP

Agency:

Representing Quentin Folliot: Self-represented

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I. INTRODUCTION

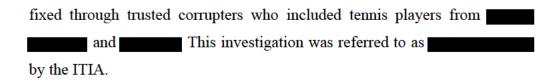
- 1. Mr. Quentin Folliot (the *Covered Person, Mr. Folliot* or the *Player*) is a professional tennis player who has participated in tournaments worldwide. His most recent appearance was at the ITF even event held in from to March 2024.
- 2. On 17 May 2024, the Player was provisionally suspended under Sections F.3.b.i.1, F.3.b.i.2 and F.3.b.i.4 of the 2024 Tennis Anti-Corruption Program (*TACP*), pending completion of an International Tennis Integrity Agency (*ITIA*) investigation. On 11 July 2024, Anti-Corruption Hearing Officer (*AHO*) Philippe Cavalieros dismissed the Player's appeal against this provisional suspension which remains in effect.
- 3. On 25 April 2025, pursuant to Section F.4 of the 2025 TACP, the ITIA issued a Notice of Major Offense (the *Notice*) to the Player. The Notice informed the Player that he was being charged with breaches of the 2022, 2023 and 2024 TACP.
- 4. Mr. Folliot is charged with thirty (30) offenses. The charges relate to his involvement in professional tennis tournaments between 2022 and 2024, during which it is alleged that he: (i) manipulated the outcome of matches, (ii) disclosed inside information concerning matches, (iii) offered financial inducements to other professional players to influence match results, (iv) accepted payments in connection with his involvement in the alleged corrupt activities, (v) conspired with others to commit additional corruption offenses, and (vi) failed to cooperate with the ITIA's investigation. The thirty (30) charges are as follows:
- (a) six (6) breaches of Section D.1.d (Contriving) of the TACP 2022–2024;
- (b) one (1) breach of Section D.1.e (Facilitation) of the TACP 2022;
- (c) five (5) breaches of Section D.1.f (Receiving money) of the TACP 2022–2023;
- (d) three (3) breaches of Section D.1.g (Offering money) of the TACP 2022–2023;

- (e) one (1) breach of Section D.1.h (Providing Inside Information) of the 2024 TACP;
- (f) four (4) breaches of Section D.1.n (Conspiring) of the TACP 2022–2023;
- (g) six (6) breaches of Section D.2.a (Non-reporting) of the TACP 2022–2024;
- (h) two (2) breaches of Section F.2.b (Failing to cooperate) of the 2024 TACP; and
- (i) two (2) breaches of Section F.2.c (Destroying evidence) of the 2024 TACP, together, the *Charges*.
- 5. The ITIA relies on the following evidence in support of the allegations:
- evidence obtained by the ITIA from the forensic download from mobile phones belonging to Mr. Folliot, Mr. Bouquet, Mr. Fomba and Mr. Valsecchi, including WhatsApp messages and screenshots of Telegram conversations;
- (b) betting alerts provided to the ITIA;
- (c) evidence obtained as a part of the ITIA's own investigation, and
- (d) match Scorecards from the Matches.
- 6. The ITIA also relies on the following witness statements in support of its allegations:
- (a) two witness statements from ITIA investigator Dermot Rice regarding and his interviews with Mr. Folliot;
- two witness statements from ITIA investigator Alan Boyd, regarding and his interviews with Mr. Folliot, Mr. Angele, Mr. Bouquet and Mr. Valsecchi;
- (c) three witness statements from Mr. Hesham Jlilou, an Intelligence Analyst for the ITIA, regarding the procedure for the forensic download of devices, the provenance of data found on Mr. Folliot's devices including videos and

- screenshots, and the technical circumstances surrounding the remote locking of Mr. Folliot's device whilst in the possession of the ITIA; and
- one witness statement from Glen Shackel, an Intelligence Analyst for the ITIA, regarding his analysis of the forensic data downloaded from Mr. Lucas Bouquet's and Mr. Luc Fomba's phones (other subjects of insofar as they are relevant to the ITIA's case against Mr. Folliot.
- 7. The ITIA submits that on a preponderance of the evidence, Mr. Folliot has committed the Corruption Offenses he is charged with.
- 8. The Notice informed Mr. Folliot of his right to have this matter determined at a Hearing before the AHO if he disputed the ITIA's allegations. To exercise this right, he was required to submit a written request for a Hearing within ten (10) business days from receipt of the Notice.
- 9. On 20 May 2025, the Player responded to the Notice contesting all of the Charges.
- 10. Ms. Amani Khalifa holds the appointment as an AHO pursuant to Section F.1 of the 2025 TACP.
- 11. Pursuant to Section G.1.d of the 2025 TACP, the AHO is now issuing a decision on liability, and, in the event liability is found, sanctions.

II. FACTUAL BACKGROUND

- 12. The ITIA works closely with betting operators and related organisations to target corruption in tennis. The ITIA receives reports of suspicious betting patterns either directly from betting operators or from organisations like the Global Lottery Monitoring System, the International Betting Integrity Association or Sportradar AG (*Sportradar*).
- 13. In or around 2024, following two (2) alerts regarding suspicious betting activities on the Player's matches, the ITIA uncovered a scheme, devised by an organised crime group (or syndicate) based in where matches were



- 14. As part of ______ the ITIA gathered evidence from the Player's mobile device, data from the mobile devices of other players, and interviews conducted by the ITIA with the Player and other players.
- 15. The ITIA also relies on betting alerts from Sportradar in relation to certain charges against the Player as set out in the Notice and described further below.

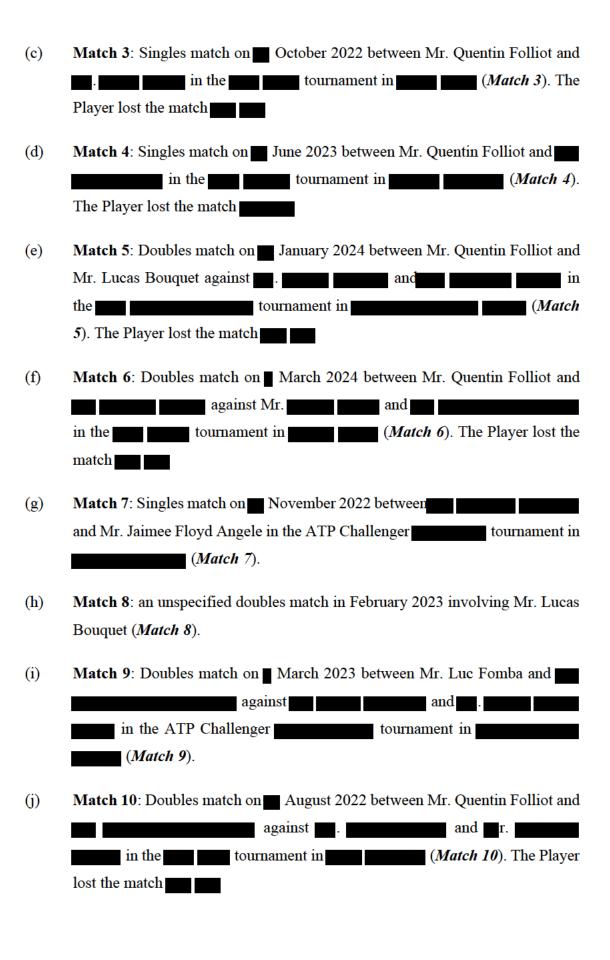
III. APPLICABLE LAW AND JURISDICTION

- 16. The applicable rules are the 2022, 2023 and 2024 TACP with regards to the alleged offenses and the 2025 TACP with regards to the procedure.
- 17. Neither party has objected to the appointment of the AHO to hear this matter.
 She has been properly appointed and seized of the matters in dispute.
- 18. No other matters relating to jurisdiction or the arbitrability of these matters have been raised by either party.

IV. NOTICE OF MAJOR OFFENSE

- 19. The ITIA has provided a summary of the evidence on which it relies in the Notice. That evidence relates to the following matches which are numbered in this decision according to the numbering adopted in the Notice:
- (a) Match 1: Doubles match on May 2022 between Mr. Quentin Folliot and Mr. Simon Ivanov against and Mr. and Mr. Match 1: The Player lost the match
- (b) Match 2: Singles match on October 2022 between Mr. Quentin Folliot and in the tournament in (Match 2).

 The Player lost the match



- (k) Match 11: Singles match on August 2022 between Mr. Quentin Folliot and in the tournament in (Match 11). The Player won the match
- 20. In the Notice, the ITIA provided details of the allegations against the Player, which it broke down into seven (7) groups as follows:
- (a) **Group 1**: the Player contrived or attempted to contrive the outcome or an aspect in Matches 1–6, in breach of Section D.1.d of the 2022, 2023 and 2024 TACP, respectively. The Player also failed to report any approach made to him to fix Matches 1–6 to the ITIA, in breach of Section D.2.a.i of the 2022, 2023 and 2024 TACP.
- (b) **Group 2**: the Player provided Inside Information regarding Match 5, in breach of Section D.1.h of the 2024 TACP.
- (c) **Group 3**: the Player offered money to players participating in Matches 7, 8 and 9 with the intention of negatively influencing those players' best efforts in the match, in breach of Section D.1.e and D.1.g of the 2022 and 2023 TACP.
- (d) **Group 4**: the Player received money on the basis of contriving and/or influencing others to contrive the outcome of Matches 1-6 and 7, in breach of Section D.1.f of the 2022 and 2023 TACP.
- (e) **Group 5**: the Player conspired or attempted to conspire to contrive the outcome of Matches 10 and 11, in breach of Section D.1.n of the 2022 TACP.
- (f) **Group 6**: the Player conspired or attempted to conspire, through other individuals as agents, to contrive the outcome of certain matches and offered money to players with the intention of negatively influencing those players' best efforts in the match in breach of Section D.1.n of the 2023 TACP.
- (g) **Group 7**: between March and December 2024, the Player repeatedly obstructed ITIA investigations into potential match-fixing. After surrendering his iPhone on 11 March 2024, the Player arranged for it to be remotely locked, and withheld his Apple ID password, and blocked access via a verification code. The Player

failed adequately to explain these actions when questioned and later messaged player Mr. Paul Valsecchi implying that he had manipulated his phone to avoid detection. The Player also warned fellow player Mr. Angele, who subsequently deleted incriminating data from his device. The Player also informed others, including Mr. Lucas Bouquet, that he erased material from his phone, and failed to provide access to his Telegram account when ordered. These actions are alleged to have been in breach of Section F.2.b and F.2.c of 2024 TACP.

- 21. Under Section B of the Notice, the ITIA highlighted that the penalty for any breach of the TACP would be determined by the AHO under Section G of the 2025 TACP which may include a fine of up to \$250,000, repayment of corrupt payments and permanent ineligibility.
- 22. Under Section C of the Notice, the ITIA proposed that in accordance with Section G.1.b of the 2025 TACP, it had determined that the appropriate sanction would be a period of ineligibility of twenty (20) years, and a fine of \$70,000. The ITIA noted that should the Player provide an early admission to the Charges, the sanction would be reduced by 25%, yielding a period of ineligibility of fifteen (15) years, and a fine of \$35,000 (with the remaining \$35,000 suspended on the condition that the Player commit no further breach of the TACP within the period of sanction).
- 23. Under Section D of the Notice, the ITIA also highlighted that the Player was entitled to have the matter determined by the AHO at a Hearing if he disputed the ITIA's allegations or wished to dispute and/or mitigate the proposed sanction by the ITIA. The Notice provided the details of the procedure and the deadline for submitting a request for a Hearing.

V. Relevant Provisions of the TACP

24. The key provisions of the TACP under which Mr. Folliot has been charged are set out below. The substantive offenses occurred between 2022 and 2024, while the procedure and sanctioning are governed by the 2025 TACP. The wording of the core offenses has remained consistent across these versions.

A. CORRUPTION OFFENSES (SECTION D)

- 25. Section D.1.d of the TACP (Contriving):
- (a) "No Covered Person shall, directly or indirectly, contrive the outcome, or any other aspect, of any Event."
- 26. Section D.1.e of the TACP (Facilitating):
- (a) "No Covered Person shall, directly or indirectly, facilitate any Player to not use his or her best efforts in any Event."
- 27. Section D.1.f of the TACP (Receiving money):
- (a) "No Covered Person shall, directly or indirectly, receive any money, benefit or Consideration on the basis of not giving their best efforts in any Event and/or negatively influencing another Player's best efforts in any Event."
- 28. Section D.1.g of the TACP (Offering money):
- (a) "No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event."
- 29. Section D.1.h of the TACP (Providing Inside Information):
- (a) "No Covered Person shall, directly or indirectly, provide any Inside Information (i) in exchange for any money, benefit or Consideration or (ii) when the Covered Person knew or reasonably should have known that the Inside Information might be used for betting purposes, and appears to have been so used..."
- 30. Section D.1.n of the TACP (Conspiring):
- (a) "No Covered Person shall, directly or indirectly, attempt, agree, or conspire to commit any Corruption Offense."

B. REPORTING OBLIGATIONS (SECTION D)

- 31. Section D.2.a of the TACP (Reporting Obligation for Players):
- (a) "i. In the event any Player is approached by any person who requests the 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 ITIA as soon as possible, even if no money, benefit or Consideration is offered or discussed."
- (b) "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 ITIA as soon as possible."

C. INVESTIGATION AND PROCEDURE (SECTION F)

32. Section F.2.b of the TACP (Failure to Cooperate):

"All Covered Persons must cooperate fully with investigations conducted by the ITIA including giving evidence at hearings, if requested... A Covered Person's failure to comply with any Demand, preserve evidence related to any Corruption Offense or otherwise cooperate fully with investigations conducted by the ITIA, may result in an adverse factual inference against the Covered Person..."

33. Section F.2.c of the TACP (Destroying Evidence):

"When a Covered Person becomes aware that the Covered Person has evidence related to any Corruption Offense... the Covered Person shall (i) preserve and not tamper with, damage, disable, destroy or otherwise alter any evidence... and (ii) not solicit, facilitate or advise any other person to fail to preserve, tamper with, damage, disable, destroy or otherwise alter any evidence..."

D. SANCTIONS (SECTION H)

- 34. Section H.1.a of the 2025 TACP (Sanctions for Players):
- (a) The penalty for any Corruption Offense may include:
 - (i) "(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... 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..."

VI. PROCEDURAL BACKGROUND

- 35. On 17 May 2024, the ITIA served Mr. Folliot with a Notice of Provisional Suspension under the 2024 TACP, in accordance with Section F.3 thereof (the "*Provisional Suspension Notice*"). On 17 June 2024, Mr. Folliot filed an appeal against his Provisional Suspension, in accordance with Section F.3.c. of the 2024 TACP.
- 36. AHO Cavalieros made his decision regarding Mr. Folliot's provisional suspension pursuant to Section F.3.c of the 2024 TACP on 11 July 2024 (the "*Provisional Suspension Decision*"). AHO Cavalieros dismissed Mr. Folliot's appeal and confirmed the provisional suspension imposed on him by the ITIA on 17 May 2024, on the basis of Section F.3.b.i.2 and Section F.3.b.i.4 of the 2024 TACP.
- 37. On 25 April 2025, the Notice was issued. In addition to setting out the allegations and the evidence, it informed the Player of his right to have the case determined by an AHO and he was given ten (10) business days to submit a written request for a Hearing.
- 38. On 10 May 2025, the Player responded to the Notice contesting the Charges in their entirety and the proposed sanction.

- 39. On 20 May 2025, Professor Richard McLaren confirmed the appointment of Amani Khalifa as AHO in the case.
- 40. On 2 June 2025, the AHO directed the ITIA Case Manager to notify the Parties that she intended to convene a case management videoconference (the "*Procedural Hearing*") to take jurisdiction formally over this case and to finalise the procedural timetable. She asked that the Parties agree on the proposed timetable and advise whether they were unavailable on Friday 6 June 2025 from 1:30pm to 3:00pm (UK time) or Monday 9 June 2025 from 9am to 11:30am (UK time) to attend the Procedural Hearing by 12:00pm (UK time) on Wednesday 3 June 2025.
- 41. The ITIA Case Manager advised the AHO on 4 June 2025 that the Procedural Hearing will be scheduled for 9:00am to 10:30am (UK time) on Monday 9 June 2025. Subsequently, the ITIA advised that they would not be available until 9:30am, the AHO agreed that sixty (60) minutes would be sufficient for the Procedural Hearing and asked the ITIA Case Manager to notify Mr. Folliot that the Procedural Hearing would be held on Monday 9 June from 9:30am to 10:30am (UK time).
- 42. On 6 June 2025, the ITIA Case Manager confirmed that all Parties are aware of the time and date of the Procedural Hearing. He also advised that the ITIA did not receive any comments or confirmation from Mr. Folliot regarding its suggested timetable for the Procedural Hearing and provided the AHO with a copy of the proposed timetable.
- 43. On 9 June 2025, the ITIA Case Manager advised the AHO that Mr. Folliot had sent an email late on 8 June 2025 stating that he was unavailable to attend the Procedural Hearing at the scheduled time and requesting that the conference be rescheduled to Friday. The ITIA responded to Mr. Folliot's email and advised that they would be available on Friday 13 June 2025 should the AHO elect to move the Procedural Hearing in accordance with Mr. Folliot's request. The ITIA submitted that alternatively, they also remained available to attend the

- Procedural Hearing at the scheduled time and proceed without Mr. Folliot in attendance as permitted under Article G.2.b of the TACP.
- 44. On 9 June 2025, a Procedural Hearing took place pursuant to Section G.1.f of the 2025 TACP which the Player failed to attend. The AHO noted, in accordance with Section G.1.f of the 2025 TACP, that the non-attendance of the Player or their representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Player. Having noted the respective positions of the ITIA, and in consideration of the response to the Notice as provided by the Player, the AHO decided that the matter would proceed to Hearing.
- 45. On 23 June 2025, the AHO issued directions setting out, amongst other things, the procedural timeline for the dispute (the *Directions*).
- 46. On 27 June 2025, following a request for a short extension due to technical issues, the ITIA provided disclosure of the relevant documents.
- 47. On 18 July 2025, the Player filed submissions in response to the Notice (the *Player's Response*). He did not file any documentary evidence with the Player's Response.
- 48. The ITIA noted that the Directions had not anticipated that the Player's Response would be filed at this stage. The Directions had provided that the Player must submit his documentary evidence by 11 July 2025, the ITIA must file its Opening Brief (the "Opening Brief") and witness statements by 22 July 2025 and the Player must file his Answering Brief and witness statements in response to the Opening Brief by 2 September 2025. The ITIA confirmed it had no objection to the Player's submission but requested an extension until 25 July to file its Opening Brief and witness statements so that these could address issues in the Player's Response as appropriate. The Player was invited to comment on the ITIA's proposal by 21 July 2025, he did not provide any response to this proposal. On that basis, the AHO directed the ITIA's Case Manager to confirm to the Parties that the ITIA's application was granted, noting the Player's failure to comment on the requested extension.

- 49. On 25 July 2025, the ITIA filed its Opening Brief as directed. On the same date, the ITIA also filed two (2) witness statements from Dermot Rice, three (3) witness statements from Mr. Hesham Jlilou, two witness statements from Mr. Alan Boyd and one (1) witness statement from Mr. Glen Shackel.
- 50. The Player did not file a reply to the Opening Brief by the amended deadline of 5 September 2025. On 10 September 2025 the AHO directed the ITIA's Case Manager to provide the Player a further opportunity to reply to the Opening Brief by 12 September 2025. She advised the Player that if he did not submit a Reply, she would proceed to determine the charges based on the evidence already on the record. On 15 September 2025, the ITIA Case Manager advised the AHO that the Player had confirmed that a hearing in this matter was still required but did not file any further submissions. Accordingly, the AHO confirmed that the Hearing would proceed based on the evidence already on record.
- By way of email on 1 October 2025 the ITIA: (i) confirmed the list of witnesses it intended to call at the Hearing, (ii) asked the Player and AHO to confirm by Monday 13 October 2025 whether they intended to ask the witnesses any questions, (iii) advised that if there were to be no questions for the witnesses then the ITIA was content for their written evidence to stand as their unchallenged testimony, (iv) asked the Player and AHO to hold 21 October 2025 in reserve in case an additional day was required for the Hearing, and (v) noted that the Player had failed to confirm whether a translator was required for the Hearing and asked him to confirm by 3 October 2025 so that this could be arranged.
- 52. On 8 October 2025 the AHO directed the ITIA to (i) arrange an interpreter for the Player for the Hearing, (ii) remind the Parties of the deadline of 13 October to confirm which witnesses they intend to cross examine at the Hearing.
- 53. The ITIA filed the Hearing Bundle on 14 October 2025.

- 54. On 16 October 2025, the ITIA submitted a proposed Hearing timetable, noting that it had attempted to reach agreement with the Player regarding the same, but it had not received any comments from him.
- 55. The ITIA filed a request on 17 October 2025 for additional material to be admitted that was not previously included in the Hearing Bundle. The AHO denied this application on the basis that it would be prejudicial to the Player to allow new evidence to be admitted onto the record at such short notice.
- 56. The Hearing was held on 20 and 21 October 2025. Ms. Julia Lowis, Mr. Alasdair Muller, Mr. Ben Rutherford, Ms. Brianna Quinn and Mr. Magnus Wallsten attended on behalf of the ITIA (the *ITIA Representatives*) and the Player represented himself.
- 57. On the second day of the Hearing, the ITIA Representatives attended but the Player did not. He sent an email to the AHO on 20 October 2025, notifying her that he would be unable to attend the second day of the Hearing due to poor health. He attached written closing submissions. The ITIA did not object to the Player's closing submissions being submitted in writing. The AHO determined that, in accordance with Section G.2.b of the 2025 TACP, she would admit the Player's written closing submissions into the record and the Hearing could proceed in the Player's absence.

VII. ITIA'S SUBMISSIONS

58. The AHO has reviewed all the evidence and the Parties' written and oral submissions. The Parties' key contentions are summarised below. Additional facts and allegations found in the Parties' submissions may be set out, where relevant, in connection with the discussion that follows. The AHO refers in this decision only to the submissions and evidence she considers necessary to explain her reasoning.

A. SUBMISSIONS ON SUBSTANCE

1. MATCH 1 - FOLLIOT/IVANOV V IIII IIF MAY 2022

- 59. The ITIA submits in relation to Mr. Folliot's doubles match on May 2022 at the tournament in that he breached Sections D.1.d, D.1.f, and D.2.a.i of the 2022 TACP.
- 60. The ITIA's relies on two screenshots recovered from Mr. Folliot's mobile phone, which were created on 19 May 2022. The agency's analyst, Mr. Hesham Jlilou, confirmed that the metadata for these screenshots indicates they were captured directly on Mr. Folliot's device. The screenshots show a Telegram conversation between Mr. Folliot and a contact saved as a name Mr. Paul Valsecchi (another subject of later identified in an interview as a euphemism for match-fixing used by some players.
- 61. In the messages, makes a corrupt offer: "ok at double what you want? One game 750 or to lose 2500". The ITIA points to Mr. Folliot's reply, "Ok to lose the match then", as his acceptance of the offer. Following this, Mr. Folliot is shown requesting part of the payment in advance to "pay my flight ticket".
- Mr. Folliot and his partner lost in straight sets, Following the match, Mr. Folliot sent a smiley face emoji to which the ITIA alleges was confirmation that the fix had been successfully carried out. The conversation continued with stating, "I sent now 1000 and tomorrow the last". Two days later, on May 2022, Mr. Folliot messaged again, asking to "send the last part now" because "I'm in party. I need to pay". The ITIA argues this message is corroborated by a Snapchat video, also recovered from Mr. Folliot's phone, showing him at a boat party in Paris on that evening.
- 63. Based on the message, the match result, the discussion of payment, and the corroborating evidence of Mr. Folliot's presence at the party, the ITIA submits that it is more likely than not that Mr. Folliot contrived the outcome of Match

1, received money for doing so, and failed to report the corrupt approach, thereby breaching the TACP.

2. MATCH 2 - FOLLIOT V ITF ITF OCTOBER 2022

- 64. The ITIA submits in relation to Mr. Folliot's singles match on ☐ October 2022 at the ☐ tournament in the ☐ he breached Sections D.1.d, D.1.f, and D.2.a.i of the 2022 TACP.
- The ITIA highlights the suspicious nature of the match result, which Mr. Folliot lost The ITIA, having recovered evidence from another player's mobile phone (Mr. Luc Fomba) submits that his peers were immediately suspicious of the outcome of this match. In messages exchanged shortly after the match, Mr. told Mr. Luc Fomba that he believed Mr. Folliot had "sold" the match and "bet" on it. In a subsequent interview with the ITIA, Mr. Fomba admitted he was surprised by the lopsided score and believed Mr. Folliot must have either been "hurt or tanked the match".
- 66. The ITIA presents as key evidence a Western Union payment of €5,000 made on October 2022, the day after the match, from an individual in whom the ITIA identifies, and Mr. Folliot confirms, is a and associate of Mr. Folliot. The ITIA links this payment directly to Mr. Folliot by pointing to a photograph of the payment confirmation receipt that was discovered saved on Mr. Folliot's own mobile phone. The ITIA's analyst, Mr. Jlilou suggests this image was sent to Mr. Folliot via the Telegram messaging app.
- 67. The ITIA submits that while there is no direct evidence of an agreement to fix the match, the combination of circumstantial evidence is compelling. It asks the AHO to draw a "reasonable and logical" inference that it is "more likely than not" that Mr. Folliot fixed the match. The ITIA contends that the suspicious match result, the contemporaneous suspicions of other players, and the confirmation of a large payment to Mr. Folliot's associate being found on Mr.

Folliot's phone collectively meet the preponderance of the evidence standard of proof.

- 68. The ITIA alleges in relation to Mr. Folliot's singles match on October 2022, he breached Sections D.1.d, D.1.f, and D.2.a.i of the 2022 TACP.
- 69. The ITIA relies on circumstantial evidence. First, it notes that Mr. Folliot lost the match in straight sets (1-6, 2-6). Second, it points to a Sportradar report which flagged the match as a "*Match of Interest*" due to a notable betting preference for Mr. Folliot to lose, concluding that betting-related manipulation could not be ruled out.
- 70. The ITIA further relies on financial transactions following the match. On Cotober 2022, days after the loss, two separate Western Union payments totalling €7,000 were made from individuals in to Mr. Folliot's associate, The ITIA links these payments to Mr. Folliot because images of the transfer confirmations were found on his phone. The agency highlights that the confirmation for the €6,000 payment was sent to Mr. Folliot via Telegram by a contact he had saved as whom the ITIA identifies as a known corrupter. The second image was stored in Mr. Folliot's "DCIM" folder.
- 71. Further corroborating this, the ITIA presented evidence of a Snapchat video Mr. Folliot recorded on October 2022, the day after the payments were made. The video shows Mr. Folliot holding a large bundle of cash, accompanied by the French caption "Ca met un peu de beurre dans les epinards". The ITIA explains this idiom translates to "It puts a little butter in the spinach," meaning it improves one's financial situation, implying the money was a welcome addition to his normal income.
- 72. The ITIA contends that the suspicious betting patterns, the match result, the confirmation of payments to an associate being sent to Mr. Folliot, and the

subsequent video of him with a large amount of cash and a suggestive caption, collectively create a compelling case that he contrived the match outcome for financial gain.

4. MATCH 4 – FOLLIOT V TOURNAMENT, JUNE 2023

- 73. The ITIA submits in relation to Match 4, that Mr. Folliot breached Sections D.1.d, D.1.f, and D.2.a.i of the 2023 TACP.
- 74. The ITIA's case is based on screenshots recovered from Mr. Folliot's mobile device, captured on and June 2023, that show an undated WhatsApp conversation between Mr. Folliot and The agency's analyst, Mr. Hesham Jlilou, confirmed that the metadata for these screenshots indicates they were captured directly on Mr. Folliot's device (*i.e.*, these were screenshots taken from Mr. Folliot's device, not screenshots sent to him by someone else).
- 75. In the messages, proposed "just loose [sic] in exchange for a payment of €10,000. Mr. Folliot responded that he intended to "play full for a few weeks to get back to challenger quallies quick", suggesting that he was considering the corrupt request in the context of his future earnings and ranking.
- A second screenshot captured on June 2023 shows that the conversation continued, culminating in Mr. Folliot's apparent agreement to proceed with contriving the outcome of the match. Mr. Folliot messaged to confirm "I play at 'then replied "Make 10-15k then play full. Yea if its good odd and good money I will bet and confirm u around 15k euro. OK online 2-3 hours before match", Mr. Folliot replied "Yes ok". The next day, approximately two hours before Match 4 was scheduled to take place confirmed that he could pay Mr. Folliot €15,000.
- 77. The ITIA notes that the outcome of Match 4 was consistent with this agreement,

 Mr. Folliot lost the match in straight sets
- 78. Two days after Match 4, on June 2024, Mr. Folliot sent a WhatsApp message to a group chat with other players, in which he stated "I did some big

stupid things this week", and then proceeded to attach a screenshot of the messages he exchanged with as "a clue". A fellow player, Mr. Rimoli, responded to this by observing, "I saw. I said to myself again. You never take 2 and 2". The ITIA submits that this shows that Mr. Folliot discussing the fix with his friends and fellow players who also found the loss unusual and consistent with a corrupt arrangement.

79. The ITIA's assessment is that the combination of the WhatsApp messages with the match result, and Mr. Folliot's own communications to the WhatsApp group chat establish, on the balance of probabilities, that in respect of Match 4, Mr. Folliot contrived the outcome of the match, received money for not using his best efforts and failed to report the corrupt approach to the ITIA.

5. MATCH 5 – FOLLIOT/BOUQUET V JANUARY 2024

- 80. The ITIA submits that Mr. Folliot, in concert with his partner Mr. Bouquet, intentionally contrived the outcome of Match 5, in breach of Sections D.1.d, D.1.h, and D.2.a.i/D.2.a.ii of the 2024 TACP.
- 81. In an interview with the ITIA, Mr. Bouquet admitted that before the match, he had formed an intention not to use his best efforts because he planned to compete at a singles match in another tournament the following morning. He stated that he disclosed this to Mr. Folliot prior to the match.
- 82. The ITIA submits that Mr. Folliot, being aware of Mr. Bouquet's intention to not use his best efforts in Match 5, notified one or more third parties of Mr. Bouquet's intention when he knew, or ought to have reasonably known, that this information may be used for betting purposes. The ITIA has also submitted Mr. Folliot's messages with a fellow player, Mr. Valsecchi, and an interview with Mr. Valsecchi wherein he confirmed that Mr. Folliot relayed to him that Mr. Bouquet had told him "I don't care if we lose [Match 5]. I go to my tournament and that's all".

| 83. | The ITIA also alleges that Mr. Folliot also did not use his best efforts in order |
|-----|---|
| | to contrive the outcome of the match. Mr. Folliot and Mr. Bouquet lost Match |
| | 5, |

- 84. Further, the ITIA relies on the fact that a betting alert was issued on January 2024 following the match, triggered by suspicious betting activity for a "loss in straight sets" by Mr. Folliot and Mr. Bouquet.
- 85. It is the ITIA's submission that the admissions made by Mr. Bouquet and Mr. Folliot in their interviews, Mr. Folliot's communications with Mr. Valsecchi regarding Mr. Bouquet's intentions not to use his best efforts and the betting alerts received, show that, on the preponderance of the evidence, Mr. Folliot intentionally did not use his best efforts during the match, he provided inside information regarding the expected under-performance of his team for the purpose of betting, and he failed to report his knowledge thereof to the ITIA.

6. MATCH 6 - FOLLIOT V V MARCH 2024

- 86. The ITIA submits that, in relation to the doubles match on March 2024 at the tournament in where Mr. Folliot partnered with r. against and and Mr. Folliot breached Sections D.1.d and D.2.a.i of the 2024 TACP.
- 87. The ITIA highlights as suspicious both the manner in which the match was played and the result, which Mr. Folliot and Mr. lost lost The ITIA relies on contemporaneous concerns raised by multiple tournament officials and participants at the event. On March 2024, the tournament Mr. reported to the ITIA that the performance of Mr. Folliot and Mr. had raised concerns. One of their opponents, Mr. specifically approached after the match, expressing his belief that Mr. Folliot and his partner had not used their best efforts.
- 88. The ITIA further relies on the observations of the match's who, on 14 March 2024, reported several aspects of Mr. Folliot's

performance, particularly in the set, suggesting deliberate underperformance. These included volleying a ball that was clearly traveling out of court after his partner had called 'out' and, notably, losing four consecutive points to lose the final service game after leading played professionally, Mr. Folliot's effort was seriously lacking.

- 89. The ITIA presents additional evidence in the form of a suspicious betting alert received on 2 May 2024 from indicating irregular betting on and it to win the match by it. This betting pattern was, in the ITIA's view, consistent with the observed conduct and match result, and is corroborative of a fixed outcome.
- 90. Further, in interviews conducted as part of Mr. stated that Mr. Folliot's performance was "weird" and that it "felt that he was like selling the game," which is consistent the ITIA's allegations regarding Mr. Folliot's performance in Match 6. Mr. Mr. Folliot's partner, informed the ITIA that Mr. Folliot "was the worst player on the court by far" and lacked energy, saying that his standard of play this match was materially below that of his previous matches in the same event.
- 91. The ITIA submits that Mr. Folliot provided no legitimate explanation for his poor performance. While recalled Mr. Folliot mentioning that he felt unwell and dizzy, Mr. Folliot did not report any illness or injury during his interview with the ITIA. The ITIA contends that this lack of explanation, when considered alongside the totality of the evidence, points to intentional underperformance.
- 92. Taking all of the evidence into consideration, the match result, direct observations and reports from officials and players, betting patterns, and the absence of credible alternative explanation, the ITIA contends that the inference can be drawn that Mr. Folliot deliberately did not use his best efforts, thereby contriving the match result in breach of the TACP. The ITIA further submits

that Mr. Folliot's failure to report any corrupt approach or his knowledge of a fix constitutes an additional TACP violation.

7. MATCH 7 - ANGELE V ATP CHALLENGER NOVEMBER 2022

- 93. The ITIA submits that Mr. Folliot acted as an intermediary to corrupt this match, charging him with breaches of Sections D.1.e, D.1.g, and D.1.f under the 2022 TACP.
- 94. The foundation of the ITIA's case in relation to this match is a direct admission from another subject of ______ Mr. Jamiee Floyd Angele. In an interview with the ITIA, Mr. Angele confessed that he had agreed to fix the match and explicitly stated, "Quentin FOLLIOT contacted me and he asked me if I wanted to do this".
- 95. The ITIA argues that this admission is corroborated by digital evidence recovered from Mr. Folliot's phone. On the day of the match, Mr. Folliot engaged in a Telegram conversation with the corrupter known as _____.' A screen recording captured by Mr. Folliot shows ______ instructing him: "betted Jaimee needs to win max _____ games each set... Bonus. For Jaimee. And for you. Tell him". After Mr. Folliot is seen clarifying the terms ("So ____ games total?"), the terms were later revised to "max ____ games per set". The ITIA notes that the match result, a _____ loss for Mr. Angele, was consistent with these terms.
- 96. Furthermore, the ITIA submits evidence of payment for the fix. The messages with discuss payment, with stating, "I'll send 10 now" and later, "Money is sent". Mr. Folliot appears to confirm his role as the intermediary, replying, "I will transfer him" (allegedly referring to Mr. Angele). The ITIA then points to screenshots from Mr. Folliot's phone showing a successful deposit of 10,000 USDT (equivalent to 10,000 USD) into his Binance cryptocurrency account on the same day.

97. The ITIA submits that taking together Mr. Angele's confession, the detailed contemporaneous messages planning the fix, and the corresponding financial records prove that Mr. Folliot orchestrated the fix for this match.

8. MATCH 8 – DOUBLES MATCH INVOLVING BOUQUET IN FEBRUARY 2023

- 98. The ITIA submits that, in connection with a doubles match in February 2023 involving Mr. Lucas Bouquet, Mr. Folliot breached Section D.1.g of the 2023 TACP by offering money to Mr. Bouquet with the intention of negatively influencing his best efforts.
- 99. The ITIA relies primarily on statements made by Mr. Bouquet during an interview with ITIA investigators as part of According to Mr. Bouquet, Mr. Folliot approached him in the period leading up to a doubles match and offered him €20,000 to lose the match, proposing that Mr. Bouquet retain €15,000 for himself. In his interview with the ITIA, Mr. Bouquet said that he refused the offer, but provided a clear account of the interaction, including the fact that the suggestion was made in the context of the match they were due to play together in the United States.
- The ITIA highlights that Mr. Bouquet's interview also referenced a pattern of conduct involving Mr. Folliot, who openly discussed fixing matches and shared information about other corrupt activities, including an alleged relationship with a fixer. The ITIA further relies on contemporaneous messages and communications from Mr. Bouquet's mobile device, corroborating his account, including exchanges with and another professional player, which reflect knowledge of Mr. Folliot's reputation and their suspicions regarding his activities. Specifically, Mr. Bouquet and also a professional tennis player, on 22 February 2023, exchanged text messages wherein commented "Frankly, if folliot isn't caught one day, I don't understand it". Mr. Bouquet replied, "Well, he's a suspect but his contact has an undercover agent at the TIU who closes the files".

- 101. The ITIA also recovered messages to Mr. Valsecchi from Mr. Bouquet's phone, including a message from Mr. Bouquet on March 2023 regarding Mr. Folliot's admissions that he had earned money through fixing matches, "he told me that he had fixed his matches that he had taken something like 4000 or 5000 euros".
- 102. The ITIA noted Mr. Folliot's allegation that there are inconsistencies in Mr. Bouquet's evidence which means it is unreliable. The ITIA does not agree that Mr. Bouquet's interview contains any material inconsistencies. Although it acknowledges some inconsistencies between the first interview he attended with the ITIA and the second, the ITIA maintains this was the result of his initial reluctance to self-incriminate or to implicate others. The ITIA submits that Mr. Bouquet's account is credible, detailed, and further corroborated by the broader evidence of Mr. Folliot's ongoing attempts to procure fixes with other players.
- 103. On the basis of this evidence, the ITIA submits that, even though Mr. Bouquet did not accept or participate in the proposed fix, Mr. Folliot's conduct constitutes a violation of Section D.1.g. The ITIA contends that Mr. Folliot's approach to Mr. Bouquet and the offer of payment are proven to the requisite standard of proof and form part of an overall pattern of corrupt behaviour by Mr. Folliot.

9. MATCH 9 – FOMBA/ V ATP CHALLENGER MARCH 2023

- 104. The ITIA has charged Mr. Folliot with a breach of Section D.1.g of the 2023 TACP for offering money to Mr. Luc Fomba, another player, with the intention of negatively influencing his efforts in this doubles match.
- 105. The ITIA's case is centred on a Telegram conversation between Mr. Folliot and Mr. Fomba that took place between and March 2023. The evidence, presented as a screenshot recovered from Mr. Folliot's phone, shows that after Mr. Fomba mentioned he had received a wildcard entry for the upcoming tournament, Mr. Folliot immediately responded, "do you want to work" and

offered the chance to make "seriously big" money. Mr. Folliot specified the offer as "10k" to be paid via the cryptocurrency platform "Binance". When Mr. Fomba did not immediately respond, Mr. Folliot followed up with messages stating, "do you want to work or not? 10k the match".

106. Mr. Fomba has confirmed the allegations relating to this charge. The ITIA notes that in an interview, Mr. Fomba admitted to receiving these messages from Mr. Folliot and understood them as an approach to corrupt the match. ITIA therefore submits that Mr. Fomba's admission, combined with the messages found on Mr. Folliot's phone, provide clear evidence of a corrupt offer being made.

10. MATCH 10 - FOLLIOT/ V AUGUST 2022

- The ITIA has charged Mr. Folliot with a breach of Section D.1.n of the 2022 TACP. The ITIA's case is based on a screenshot of a Telegram conversation between Mr. Folliot and the contact "which was created on August 2022 and recovered from Mr. Folliot's phone. In the messages, Mr. Folliot is shown to be proactively seeking a corrupt opportunity, asking, "do you have something for doubles maybe today?". The ITIA argues that this message, which was sent on the day of the doubles match, is clear evidence of Mr. Folliot attempting to arrange a fix.
- 108. The ITIA notes that the scheme did not ultimately come to fruition for this specific match, and Mr. Folliot and his partner lost the match However, the ITIA submits that the actual outcome is irrelevant to the charge of conspiracy. The offense, it argues, was complete the moment Mr. Folliot attempted to agree to match fixing when he sent the message. The ITIA's Opening Brief states, "notwithstanding that Mr Folliot may not have ultimately contrived the result... the ITIA respectfully submits that the preponderance of the evidence shows that Mr Folliot conspired to do so, contrary to Section D.1.n. of the TACP 2022".

11. MATCH 11 - FOLLIOT V ITF AUGUST 2022

- The ITIA has charged the Player with a breach of Section D.1.n of the 2022 TACP in relation to this match. The ITIA relies on the same screenshot of a Telegram conversation between Mr. Folliot and as referenced in relation to Match 10 which took place the day before Match 11. In the exchange, following his inquiry about the doubles match, Mr. Folliot asks ""and today singles?". This is followed by a tentative offer from of "today 1g? you want?", which is immediately followed with the messages "today you can win?" and "I can t make today. Sorry".
- 110. The ITIA acknowledges that Mr. Folliot won this match and that there is no evidence a fix ultimately took place. However, the ITIA argues that the outcome is irrelevant to the charge of conspiracy. The ITIA submits that the offense of conspiracy was committed the moment Mr. Folliot sent the message inquiring about a fix for his singles match, as this demonstrates a clear attempt to commit a corruption offense, regardless of whether the plan was executed.

12. OTHER OFFENSES - CONSPIRING

and on March 2023 with recovered from Mr. Folliot's personal device demonstrate his active role as an intermediary and recruiter within a wider match-fixing ring. The ITIA relies on forensic downloads of Mr. Folliot's phone and highlights that on January 2023, Mr. Folliot provided with detailed instructions on how to approach and corrupt other players and he advised that he would act as an intermediary between and Mr. Folliot also explained to that he had a "budget of 15", which the ITIA claims is a budget of €15,000. Mr. Folliot provides with suggestions for negotiating techniques, and they discuss the use of anonymising tools such as creating "a fake insta account". The ITIA contends that Mr. Folliot's advice to in particular informing him "there is a budget of 15," and his guidance such as "suggest 5. Or even 3 at the beginning,"

and to use Binance for payment, demonstrates planning, premeditation, and the extension of the fixing network beyond his activities as a player.

- The ITIA contends that the March 2023 messages with a contact named provide further evidence of Mr. Folliot's efforts to expand the scope of his corrupt activity. In these communications, Mr. Folliot explains both the structure of the fixing network, describing roles, commissions, and the means to approach players. Mr. Folliot suggested that could "create a fake Instagram account... tell them [...] I can sponsor you," and then move the conversation to Telegram. Mr. Folliot also shares details of his own financial gain, stating he has "already made 40 or 50" by working with 'the boss'. The ITIA submits that Mr. Folliot explicitly recognises the corrupt and concealed nature of the operation, and this is evidenced in his messages to For example, he claims "the boss knows a guy who's corrupt at the TIU so... it's totally risk free".
- 113. The ITIA submits that the content, detail, and context of these messages go beyond idle boasting or speculative conversation. Rather, they are substantive blueprints for the systematic corruption of the sport. The ITIA characterises these exchanges as clear breaches of Section D.1.n of the TACP, amounting to attempted and/or actual conspiracy to commit corruption offenses by recruiting others, specifically and to contrive matches and offer money to professional players to influence their best efforts. The ITIA notes that in their totality, these communications evidence a mature fixing operation, with Mr. Folliot positioned as both a beneficiary and orchestrator, and submits that these constitute egregious aggravating factors warranting the highest category of sanction.

13. OTHER OFFENSES – FAILURE TO COOPERATE AND DESTROYING EVIDENCE

114. The ITIA submits that Mr. Folliot committed breaches of Sections F.2.b, F.2.c.i, and F.2.c.ii of the 2024 TACP through his actions during the ITIA's investigation, specifically, by failing to fully cooperate, tampering with or

destroying evidence, and inducing or advising another person to do the same. The charges arise primarily out of Mr. Folliot's conduct in response to Demands served by the ITIA for the production and forensic examination of his mobile device and communication accounts.

- 115. The ITIA's case is centred on the events of March 2024, when Mr. Folliot was served with a series of Demands to provide his iPhone for forensic extraction. The First Demand was issued on 11 March 2024. After initially surrendering the device, the phone became remotely locked, appearing at the time to partly frustrate the ITIA's extraction process. At the Hearing, Mr. Rice made a small addition to his first witness statement regarding the events of 11 March 2024. Mr. Rice added that he had messaged Mr. Valsecchi's phone at 16:25 and asked him to have Mr. Folliot contact him (as Mr. Folliot's phone was in the possession of the ITIA). At 16:30 Mr. Rice spoke to Mr. Folliot and explained that they had encountered some issues accessing his phone that he would explain in more detail the following day.
- 116. The ITIA investigators made a series of follow-up queries with Mr. Folliot on 12 March 2024 to try and establish whether he had taken deliberate action to block his device. This culminated in the ITIA issuing a Second Demand for Mr. Folliot to provide his: (i) his MacBook, (ii) access to his Telegram account, and (iii) an explanation of how his iPhone became locked.
- 117. Mr. Folliot was served with a Third Demand on 13 March requesting that Mr. Folliot "provide (i) remote access to his Telegram account; and (ii) a written explanation and evidence to explain how and by whom his phone had been remotely locked". On 22 March 2024 Mr. Folliot was served with a Fourth Demand, requesting him to revert with: "(i) a written explanation detailing when and how he unlocked his iPhone after receiving it back from the ITIA; (ii) details regarding from whom Mr Folliot had sought information regarding the unlocking of his iPhone; (iii) a copy of the automated confirmation email sent to the Apple ID email address _______ com once the iPhone was marked as lost; and (iv) a copy of the automated confirmation email sent to

com when the 'Mark as Lost' feature on Mr Folliot's iPhone had been deactivated."

- 118. The ITIA has also provided evidence downloaded from Mr. Valsecchi's device that show shows significant contact, including a number of long phone calls, and messages stating "C'est Quentin / Urgent", between Mr. Valsecchi's phone and Mr. Folliot's whilst Mr. Folliot's phone was in the possession of the ITIA. The ITIA submits that this disproves Mr. Folliot's claim that his phone may have been locked remotely by a family member who was concerned about not hearing from him for several days whilst his phone was in the ITIA's possession.
- 119. The ITIA relies on forensic logs and call records from Mr. Valsecchi's device as well as the fact that Mr. Folliot has never provided a satisfactory explanation as to why or how his phone came to be locked to allege that this action was carried out intentionally by Mr. Folliot, or at his direction, to impede the investigation by preventing access to potentially incriminating material on his device. Despite being issued with repeated Demands seeking his co-operation to unlock the device and provide access to relevant accounts (including Telegram), Mr. Folliot failed to comply or provide credible explanations for the device lockout or the inability to access his accounts. The ITIA claims this is a breach of F.2.b of 2024 TACP.
- 120. The ITIA submits that Mr. Folliot has committed another breach of F.2.b by failing to provide access to his Telegram account as required by the ITIA's Demands of 12 and 13 March 2024.
- 121. The ITIA contends that the fact that it has been able to recover screenshots of messages that Mr. Folliot sent via WhatsApp and Telegram but that the messages themselves have been deleted amounts to a breach of Section F.2.b of 2024 TACP.
- 122. Further, the ITIA submits that documentary evidence including WhatsApp messages between Mr. Folliot and Mr. Paul Valsecchi demonstrate that Mr. Folliot was aware of his obligation to preserve evidence. Mr. Folliot sent a

message to Mr. Valsecchi and claimed that thanks to "the small manoeuvre I carried out," he hasn't "done badly", the ITIA infers that this is a reference to Mr. Folliot remotely locking his mobile phone and indicates a deliberate act of obstruction in breach of Section F.2.c.i of 2024 TACP.

- 123. Other players, including Mr. Bouquet, confirmed in interviews with the ITIA that Mr. Folliot had admitted erasing incriminating material from his phone prior to handing it over for investigation. The ITIA further highlights evidence that, on 22 March 2024, Mr. Folliot encouraged or warned other players, specifically Mr. Angele, about the ITIA investigation, resulting in those players also deleting evidence or changing their accounts to frustrate the ITIA's efforts. Mr. Folliot stated "*lucky I warned him*" in a message to Mr. Valsecchi on 22 April 2024. Mr. Valsecchi and Mr. Angele both admitted in their own interviews with the ITIA that they had deleted evidence following warnings from Mr. Folliot. The ITIA claims this is a breach of F.2.c.ii of the 2024 TACP.
- 124. The ITIA contends that Mr. Folliot's pattern of conduct, specifically his failure to cooperate, deliberately locking and erasing devices, and encouraging others to do likewise constitutes serious interference with the integrity of the anti-corruption process and aggravates the underlying offenses. The ITIA emphasises that it has provided direct evidence including forensic records, device logs, and contemporaneous messages as well as testimony from multiple witnesses to prove the allegations it makes. The ITIA further submits that Mr. Folliot's explanations for the device lock, and his subsequent lack of candour in responding to Demands lack credibility and should not be accepted. In the ITIA's view, these breaches are especially serious as they undermined the investigation of more extensive match-fixing activity by Mr. Folliot and others.

B. SUBMISSIONS ON SANCTION

125. Whilst recognising that The 2025 TACP Sanctioning Guidelines (the *Guidelines*) are not strictly binding on the AHO who has broad discretion to determine the sanction, the ITIA submits that the Guidelines should be followed in this case.

- 126. The ITIA submits that given the Charges, the maximum potential sanction under Section H.1.a of the 2024 TACP is life/permanent ineligibility from Sanctioned Events, a \$250,000 fine and repayment of any corrupt payments Mr. Folliot may have received.
- 127. The ITIA submits that in line with the Guidelines, the Charges against the Player should be categorised between Categories A1 and A2.
- 128. The ITIA submits that with regards to culpability:
- (a) The Player displayed a "high degree of planning and premeditation" in the offenses with which he is charged. The Corruption Offenses took place over a number of years (between 2022-2024), involved a very high degree of planning or premeditation, and involved the corruption of other players.
- (b) The Player acted as an initiator and intermediary, recruiting other players and instructing them in how to effectuate fixes.
- (c) In terms of the number of offenses, the Player has committed multiple major offenses in respect of at least eleven (11) games and over a period of more than two (2) years.
- 129. The ITIA submits that with regards to impact:
- (a) The Player's conduct involves "Major TACP Offenses" (i.e., Category 1). Match-fixing itself is one of the most serious forms of offense under the TACP, and the Player was charged with multiple offenses which involved both directly contriving the outcome of match results and the corruption of others.
- (b) The Player's conduct results in a "Significant material impact on the reputation and/or integrity of the sport" (i.e., Category 1). All match-fixing offenses damage the reputation and integrity of the sport. That impact is exacerbated by multiple offenses across jurisdictions over the relevant period and the Player's attempts to recruit other players to contrive the outcome of matches. If not within Category 1, the Player's conduct has at least a "material impact on the reputation and/or integrity of the sport".

- (c) The Player has received "a relatively high level of illicit gains" (i.e., Category
 2) fixing his own matches and those of others (or attempting to do so), for sums reaching over €10,000 per match totalling at least \$44,624.40.
- (d) The ITIA does accept that the Player does not hold a "position of trust/responsibility" within the sport, a criteria for Category 1, which is why it submits his conduct falls between Categories A1 and A2.
- 130. The ITIA identified that the starting point for a Category A1 offense is a ban of life-time suspension with a category range of ten (10) years to a lifetime ban, whereas the starting point under Category A2 is a ten (10) year suspension, with a range of five (5) years to a lifetime ban. The ITIA submits that the AHO may consider any adjustment from the starting point for any aggravating or mitigating factors.
- 131. The ITIA submits that there are a number of relevant aggravating circumstances in this case, specifically, Mr. Folliot's conduct involved impeding or hindering the ITIA's investigation, and the destruction of evidence, and the fact that Mr. Folliot had completed the TIPP training on a number of occasions. The ITIA claims there are no mitigating factors in this case.
- 132. Therefore, the ITIA argues that the appropriate sanction should be a twenty (20) year period of ineligibility and a fine of \$70,000, in addition to the repayment of corrupt payments.
- 133. With regards to the applicable fine, the ITIA submits that the Player has been charged with major offenses in relation to eleven (11) matches. Given the ITIA's submission on categorisation, it submits that a fine of \$70,000 is appropriate.
- 134. In summary, the ITIA requests the AHO to impose the following sanctions on the Player:
- (a) a ban of twenty (20) years;
- (b) a fine of \$70,000; and

(c) an order for repayment of \$46,624.00 in respect of corrupt payments.

VIII. PLAYER'S SUBMISSIONS

- 135. The Player has filed two written submissions in this matter:
- (a) On 10 May 2025, Mr. Folliot submitted a personal response to the Notice of Major Offense issued by the ITIA. In this letter, he formally contested the charges and the proposed sanction. His submissions focused on procedural fairness and his fundamental right to a defence. He expressed regret that no evidence had been provided to him alongside the Notice, making it impossible for him to properly consider the ITIA's proposal. Citing the severe financial impact of the prolonged investigation which left him unable to work, he stated he could not afford legal representation and formally requested that the ITIA provide a *pro bono* lawyer to ensure "equality of arms" in the proceedings. Finally, he reserved his right to challenge any new evidence not disclosed in advance and requested the immediate and complete disclosure of the full case file.
- (b) On 18 July 2025, Mr. Folliot made more detailed submissions in a document titled "Submissions in response to the Notice of Charge and Request for Sanction". In this document, he categorically denied all accusations of matchfixing, stating he never received any illicit benefit and that the ITIA's case was built on "hypothesis" rather than credible evidence. A central theme of his defence was an attack on the credibility Mr. Lucas Bouquet, whom he accused of providing contradictory and self-serving testimony while potentially being involved in corruption himself. He argued that his own precarious financial situation was inconsistent with someone profiting from match-fixing and that the proposed twenty (20) year sanction was grossly disproportionate compared to other cases. He also denied the obstruction charge, arguing it was technically impossible for him to have locked his phone while it was in the ITIA's exclusive custody.

A. EVIDENCE AT THE HEARING

136. Mr. Folliot responded to questions put to him during cross-examination at the hearing, of which his responses are summarised below.

1. MATCH 1 - FOLLIOT/IVANOV V III ITF MAY 2022

Mr. Folliot denied contriving this match or sending the incriminating Telegram messages to At the hearing, he submitted that his roommate for the tournament, Mr. Simon Ivanov, had access to his phone and could have sent the messages, stating, "he had access to my phone. I already said previously I never texted the guy called So the messages were not coming from me". He further argued that the presence of screenshots was illogical if he were guilty, asking, "If I was the one involved in this conversation it will be, it will make no sense for me to screenshot it and keep it in my phone". While admitting under cross-examination that he was at the party referenced in the messages and that it "could seem like it was from me", he maintains that he was not the author of the corrupt exchange.

2. MATCH 2 - FOLLIOT V ITF ITF OCTOBER 2022

- 138. Mr. Folliot acknowledged the match and the scoreline, and confirmed he was aware that other players, including Mr. Fomba, were surprised by the result and presumed he had either tanked or fixed it. He attributed his performance to severe mental and physical health issues at the time, stating at the hearing, "I was in a severe depression at that time. I wanted to quit tennis... I just went there to not get fined and just play my match, lose and go back home. I know that is not good, but that is what happened. I was... also sick".
- 139. When presented with the evidence of the €5,000 payment to Mr. Folliot claimed to have no memory of receiving the payment confirmation image, though he conceded that maybe he did receive it and saved it on his phone, although he didn't remember doing it. He denied that the money was for

him, stating "I have never seen the colour of this money. That is for sure... that money was not for me".

- 140. Mr. Folliot denied any wrongdoing. In response to the evidence of payment confirmations sent to his friend he stated he did not remember them and suggested they could be related to his friends' separate illicit dealings, stating, "some of my friends at that moment were involved in different activities, not legal ones... but that has nothing to do with me".
- 141. Regarding the Snapchat video, Mr. Folliot admitted to recording it but claimed the money was not his. He asserted that showed him a large amount of cash and that he simply took a video while holding it, stating: "he gave me the money like this just to hold it. The money was not from me". He also downplayed the caption, stating it was a general phrase and did not relate to his own financial situation. Although he maintained his innocence, he conceded that he understood the ITIA's point of view based on the evidence, however, reaffirmed that he never received this money. He explicitly denied receiving any corrupt approach for this match.

4. MATCH 4 – FOLLIOT V JUNE 2023

- 142. Mr. Folliot denies the ITIA's allegation that he participated in match-fixing, contrived the outcome, or accepted any corrupt payment in relation to Match 4. In both his written submissions and oral representations at the hearing, Mr. Folliot asserts that the ITIA's account is based on a misinterpretation of the evidence and unreliable assumptions. He maintains that at no point did he agree to fix the match or to receive payment for such conduct.
- 143. In response to the evidence of WhatsApp messages recovered from his device, Mr. Folliot submitted that these were taken out of context, misunderstood, or potentially not authored by him. He stressed that during the relevant period, his

phone was sometimes accessed by members of his training group or friends at tournaments. In his written submissions Mr. Folliot argued that it cannot be conclusively established that he was the sender of the incriminating messages attributed to him, particularly while he was actively engaged in playing a match. He states that it is plausible another individual may have used his device and that, in any event, no definitive evidence links the content of these messages to a deliberate act of match-fixing on his part.

- 144. However, in his oral evidence Mr. Folliot claimed, for the first time, that had been harassing him for years and had made multiple corrupt approaches. He stated that he would sometimes threaten him, and therefore Mr. Folliot would reply as he was scared.
- 145. When confronted with the post-match messages he sent in the WhatsApp group chat with other professional players, referring to "stupid things" that he had done that week, Mr. Folliot explained in cross-examination that he was embarrassed by his poor performance and sent the screenshot of the messages with "to the group chat in order to provide a reason for the bad result because he was ashamed of his level of performance. He argues that the ITIA's interpretation is speculative and unsupported by the broader context of his communications.
- 146. Addressing the financial component, Mr. Folliot maintained that there is no evidence of illicit gain or transfer of funds related to this match. He argued that the ITIA's submissions are based solely on circumstantial evidence, and he criticised the ITIA for not examining his bank accounts, which he claims would show no suspicious activity and in fact prove that he was not in a good financial situation.

5. MATCH 5 – FOLLIOT/BOUQUET V JANUARY 2024

147. Mr. Folliot denies the ITIA's account in relation to Match 5, asserting that the narrative of a pre-arranged fix between himself and Mr. Bouquet is unfounded.

He submits that the ITIA's argument is based on speculation rather than concrete evidence of corruption.

- 148. In both his written and oral submissions, Mr. Folliot explains that the match outcome can be attributed to Mr. Bouquet's choice to conserve effort for a singles match scheduled the next day. In cross-examination at the Hearing, Mr. Folliot stressed that he gave his best efforts during this match. He admits that he had knowledge that his partner was not fully invested in the outcome of the doubles match, but denies that this constituted inside information used to facilitate betting or that he agreed to under-perform. He emphasised that he should not be held responsible for his partner's choice to prioritise singles over doubles and that the ITIA was relying solely on evidence from Mr. Bouquet that he had told Mr. Folliot about his intention not to use his best efforts, it had provided no other evidence to corroborate the suggestion that Mr. Folliot used that information for any improper purpose.
- 149. When questioned at the hearing regarding alleged suspicious betting and communications flagged by the ITIA, Mr. Folliot maintained that no financial incentive or illicit understanding existed between him and any third party concerning the match. He asserted that the ITIA's evidence consists only of inferences, there is no direct proof of wrongdoing or receipt of corrupt payments.
- 150. Addressing the ITIA's argument that he provided inside information to gamblers or others, Mr. Folliot flatly denies any such disclosure or collusion and notes the absence of messages, calls, or financial transactions linking him to any betting syndicate or fixer. He submits that any information about Mr. Bouquet's mindset was not shared with corrupt intent, nor with the knowledge or reasonable expectation that it would be used for illicit betting. He explained that his messages to Mr. Valsecchi regarding Mr. Bouquet's intentions was both ordinary and lacking the specificity or intent required for a corruption offense.

6. MATCH 6 - FOLLIOT V MARCH 2024

- 151. Mr. Folliot denies the ITIA's allegations in relation to Match 6, he insists that there was no intent to contrive the outcome and rejects any claim that his oncourt performance was the result of premeditated under-performance or external influence.
- In both his written response and at the hearing, Mr. Folliot explained that he was experiencing a significant drop in form and energy during the match, which accounted for his comparatively poor performance. He states that he did not discuss, agree, or arrange with any person, including his partner or the opposing team, that he would lose the match or not use his best efforts. During cross-examination Mr. Folliot explained that that he was suffering from ill health but chose not to withdraw from the match out of respect for his partner. Mr. Folliot emphasises that when questioned by the ITIA, noted that Mr. Folliot appeared to lack energy and played poorly, but that this was not itself evidence of corruption.
- 153. When confronted at the Hearing with reports and testimony from opponents and officials suggesting intentional under-performance or selling the game, Mr. Folliot responded that such suggestions were speculative and not rooted in any direct evidence of improper conduct. He submitted that neither the chair umpire's nor comments should be taken as conclusive of intentional wrongdoing. He further argues that he did not report any illness or injury in his ITIA interview because, at the time, he was not aware that this would be a focus of concern.
- 154. With respect to the betting alert relied on by the ITIA, Mr. Folliot contends that the existence of suspicious betting alone is not evidence of a fix, and that no link has been demonstrated between his conduct and any pattern of betting activity. He reiterates that he did not communicate any inside information to any third party and received no financial benefit in relation to the outcome. He

invited the AHO to scrutinise the lack of direct evidence connecting him to any corrupt approach, arrangement or improper payment carefully and critically.

7. MATCH 7 - ANGELE V ATP CHALLENGER NOVEMBER 2022

- 155. Mr. Folliot denied the ITIA's account, claiming its version of events was incorrect. His defence rests on a complete reversal of the narrative. His submission is that Mr. Angele, a close friend at the time, initiated the corrupt act and requested to be put in touch with a match fixer. He testified, "he is the one who contacted me... he said, 'Can you tell me who he was? Because I need money... Can you give me his contact?". Mr. Folliot admitted his "mistake" was providing the contact details of a match fixer out of a sense of misguided loyalty, stating, "I know I am in the wrong for doing this... I regretted it immediately, but it is too late".
- 156. Regarding the 10,000 USD payment received in his Binance account, Mr. Folliot claims to be an unwitting facilitator. He testified that Mr. Angele asked to use his crypto account, telling him, "I need this address for something, I am going to explain to you later". Mr. Folliot says his reaction on seeing the deposit notification was one of shock, stating, "This screenshot I remember very well taking it and sending it to Jamiee saying, 'What the fuck is this?". He further submitted that no actual money was gained from the corrupt act, explaining, "in the end I know that Jamiee did not even get one cent from that because it was like... some kind of a fake transfer or something like this because the money was gone two minutes later".
- 157. While denying he orchestrated the fix, Mr. Folliot did admit to understanding the situation after the fact and failing in his reporting duty. He stated, "Of course I understood pretty fast and once again I know I am in the wrong for not reporting him... it is very tough to turn your best friend in". To explain his initial denial to ITIA investigators that he even had a Binance account, he testified, "I probably got scared... and did not want to turn my friend in at that moment... I am sorry for not giving the right information at the time".

8. MATCH 8 – DOUBLES MATCH INVOLVING BOUQUET IN FEBRUARY 2023

- 158. Mr. Folliot denies the ITIA's arguments regarding the alleged corrupt approach to Mr. Bouquet in connection with Match 8. He maintains that the conversations and alleged offer of payment to fix the match did not take place as described by either the ITIA or Mr. Bouquet. Mr. Folliot asserts that the ITIA's evidence is based on unsubstantiated statements and the misinterpretation of messages and does not prove any wrongdoing on his part.
- 159. In his submissions, both written and at the hearing, Mr. Folliot claims that he never offered Mr. Bouquet, or any other player, money to lose a match or to not use their best efforts. He emphasised that he and Mr. Bouquet were long-time friends and occasional doubles partners whose interactions were typical of players on tour, with no criminal or corrupt intent. He argued that any references from Mr. Bouquet to "offers" or "envelopes" made by Mr. Folliot were not factual affirmations based on firsthand observation, but rather personal beliefs, assumptions, or deductions.
- 160. When confronted at the hearing with Mr. Bouquet's interview evidence and contemporaneous messages, Mr. Folliot reiterated that these did not reflect any genuine approach, agreement, or transaction. He claimed again that no financial gain had been proven by the ITIA. Further, no betting irregularities were tied directly to his conduct, and no money changed hands. He further submitted that, if there was ever mention of fixing or money between friends, it was hypothetical and never amounted to an actionable or reportable offense.

9. MATCH 9 – FOMBA/ V ATP CHALLENGER MARCH 2023

161. Mr. Folliot's defence against the charge of offering money to Mr. Fomba is an explicit and categorical denial. At the hearing, when presented with the Telegram messages showing the "10k" offer, Mr. Folliot stated simply, "*That*

wasn't me". He reiterated this position under further questioning, denying that he sent the messages.

162. Even when the ITIA advocate highlighted that Mr. Fomba had admitted in his own interview that he understood the messages to be a personal offer from Mr. Folliot, Mr. Folliot maintained his denial. In his written submissions, he further attacked the credibility of the ITIA's case by asserting that key players, including Mr. Fomba, had "explicitly denied these allegations". His submission rests on the assertion that he was not the author of the messages and that the witness testimony against him is unreliable.



- 163. Mr. Folliot denies the conspiracy charges for these two (2) matches and he claims he did not send the solicitations to 'He argues that the context of his career at the time makes the allegations implausible. At the hearing, he stated, "Once again it is not coming from me because, I mean once again what will be the point of screenshotting this if I am the one taking part in the conversation?". He also revived the defence that his phone was not secure, testifying, "I am not the only one having access to my phone anytime. Like most of my friends have access to my phone".
- 164. His primary argument, however, centres on his on-court performance during this period. He submitted that his strong results prove his integrity, stating, "At that moment, I had my best results... My ranking went from... 700 to 400. So that is the proof I was absolutely giving my best in every tournament".

11. MATCH 11 – FOLLIOT V IIF IIF AUGUST 2022

165. Mr. Folliot's defence for this charge is similar to his defence for Match 10. He denied sending the messages, questioning why he would screenshot such a conversation and suggesting others had access to his phone.

166. Regarding the singles match, which he stated won easily, his written submission argues that it is "objectively nonsensical to allege any act of match-fixing or manipulation of the result in a match that was won by the accused player". His defence posits that his positive career trajectory and the match outcome are definitive proof that he could not have been conspiring to commit a corrupt offense.

12. OTHER OFFENSES – CONSPIRING

- on January 2023 and ' on March 2023 as proof of a conspiracy or of corrupt conduct. He submits that the ITIA has misconstrued the nature and purpose of these conversations, which, in his account, do not demonstrate orchestration or encouragement of match-fixing, but rather casual or boastful banter lacking any intent or effect.
- In both written submissions and during cross-examination, Mr. Folliot maintains that his discussions with were taken out of context. He explains that any references to budgets, or tactics for approaching players were speculative and not part of an actionable plan. He asserts that the conversation was conducted in a frivolous tone, as a means to impress others, and is not evidence of him taking any genuine steps towards implementing a scheme to fix matches or corrupt others.
- 169. As to the messages with on March 2023, Mr. Folliot further denies that these communications constituted genuine instructions for the recruitment of another individual into corrupt activities. He submits that, even if he described processes or financial incentives to this amounted to posturing and exaggeration, in an attempt to impress, rather than an actual invitation or conspiracy. Mr. Folliot emphasises that no fixes resulted from the exchange, no player was approached or compromised as a result, and no financial or betting activity can be linked to these messages.
- 170. When confronted at the hearing with the specificity of the language in the alleged instructions, such as advice about using fake social media accounts,

- approaching players, or dividing commissions, Mr. Folliot simply denied that he was offering to participate in, or facilitate, a real match-fixing operation.
- 171. Mr. Folliot further submits that, to the extent the conversations appear incriminating in written form, the ITIA has failed to corroborate these with any direct evidence of follow-through, player recruitment, or transfer of funds. He points out that no charges of actual player corruption were grounded in these messages and that his record, aside from these communications, is not consistent with active recruitment or the creation of a corruption network.

13. OTHER OFFENSES – FAILURE TO COOPERATE AND DESTROYING EVIDENCE

- 172. Mr. Folliot denies deliberately obstructing or frustrating the ITIA's investigation and disputes the ITIA's account of his conduct in relation to his devices and communications. He submits that any failure to provide access, passwords, or full access to his devices was not intentional, but the result of genuine technical difficulties, misunderstandings, or the unintentional actions of others.
- 173. In both his written submissions and under cross-examination, Mr. Folliot explains that, at the time his mobile phone was handed to the ITIA for forensic analysis, he did not perform any actions to remotely lock, erase, or disable the device, nor did he instruct anyone else to do so. He suggests that the lockout, which prevented the ITIA from extracting full data, may have occurred automatically due to routine device security features or accidental input by a family member, as he was unable to access or control the device during that period.
- 174. Addressing the allegation that he failed to comply with the ITIA Demands for passwords and access to his messaging accounts (including Telegram), Mr. Folliot stated that he was unable to do so because the relevant email address linked to his device had been "deactivated" for three years. He submits that there was no calculated attempt to withhold evidence or to be uncooperative. His position is that it would have been impossible for him to lock the device

whilst it was in the possession of the ITIA. Mr. Folliot also noted in cross-examination that his iPhone was locked 36 hours after he gave it to the ITIA and it would make no sense for him to lock it when they would already have been able to complete a download. He maintained that he answered the ITIA's questions to the best of his ability.

- 175. As to the suggestion that he tampered with, deleted, or destroyed evidence, including erasing messages or warning others to do so, Mr. Folliot expressly denies any deliberate action to delete incriminating material before surrendering his device. He contends that statements allegedly referencing a "small manoeuvre" or advice to other players have been taken out of context or misconstrued.
- 176. With respect to the allegation that he advised or facilitated other individuals, particularly Mr. Angele, to delete or tamper with evidence, Mr. Folliot denies any such conduct. He maintains that he did not instruct anyone to destroy evidence, nor was he aware of any contemporaneous efforts by others to do so.

IX. REASONS

A. ADMISSIBILITY OF EVIDENCE AND BURDEN OF PROOF

177. Section G.3.d. of the 2025 TACP states:

"[...] Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO."

178. Section G.3.a of the 2025 TACP provides that the ITIA must prove the charges on the preponderance of the evidence as follows:

"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."

- 179. CAS tribunals have held that the standard of preponderance of evidence is met if "the proposition that the Player engaged in attempted match-fixing is more likely than not be true". This standard is the equivalent of the English law standard of proof on the "balance of probabilities". The AHO has applied this standard of proof to the allegations made by the ITIA against the Player.
- 180. While it is possible to find a breach of the TACP without direct evidence, the circumstantial evidence relied upon must still meet the standard of the preponderance of the evidence as required by Section G.3.a. of the 2025 TACP.²
- 181. The ITIA has cited *ITIA v Baptiste Crepatte* in which AHO Richard McLaren drew inferences from all the circumstances and held that:

"In some instances, the weight of the evidence may enable the drawing of a logical inference or a reasonable inference which is similar to a finding of fact even where there is no direct evidence to support the finding. [...] In all of these instances, the AHO's conclusion can be considered to meet the test of the preponderance of the evidence as being more likely than not". ³

182. In addition, the ITIA also highlighted *Leny Mitjana v ITIA* (the *Mitjana Appeal*).⁴ In the Mitjana Appeal, the panel considered that circumstantial evidence requires the AHO to draw inferences in order to reach a conclusion of fact. The panel in the Mitjana Appeal also referred to the decision in another CAS case that, "Circumstantial evidence might be compared to a rope comprised of several cords: one strand of the cord might be insufficient to

See Kôllerer 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.

See Decision of AHO Richard McLaren in ITIA v Baptiste Crepatte, 19 April 2023, para 57.

Decision of AHO Richard McLaren in *ITIA v Baptiste Crepatte*, 19 April 2023, para 74.

⁴ CAS 2024/A/10295 Leny Mitjana v. The International Tennis Integrity Agency (ITIA) Award issued on 7 January 2025, para 182

sustain the weight, but three stranded together may be quite of sufficient strength"." ⁵

183. In weighing the circumstantial evidence in this case, the AHO has applied these principles and drawn logical inferences even where there is no direct evidence to support a particular allegation or defence. She has considered the totality of the circumstances taken together and has weighed all the relevant evidence assessed against the applicable standard of proof.

B. MERITS

184. The AHO has taken into account all the evidence on the record presented by both parties. The findings in relation to each match, and the associated charges are as follows.

1. MATCH 1 - FOLLIOT/IVANOV V III IIF MAY 2022

- 185. The ITIA's case regarding this match is founded on digital evidence recovered from Mr. Folliot's mobile telephone. This evidence includes screenshots of a Telegram conversation with a contact saved as a term the AHO accepts, based on the ITIA's interview with Mr. Valsecchi and because this was not challenged by Mr. Folliot, was a euphemism for match-fixing.
- 186. In these messages, a corrupt offer is explicit: "ok at double what you want? One game 750 or to lose 2500". Mr. Folliot's acceptance of this offer is, on the face of the messages, unambiguous: "Ok to lose the match then". The subsequent result of the match, a loss for Mr. Folliot and his partner, is consistent with this agreement.
- 187. Later messages support the ITIA's allegations in relation to this match. Following the match, Mr. Folliot sent a smiley-face emoji to which the ITIA reasonably interprets as confirmation that the fix had been successfully performed. The conversation then turns to payment, with stating, "I sent

⁵ See CAS 2018/O/5713, para. 61

now 1000 and tomorrow the last". Most significantly, Mr. Folliot is later seen requesting the remainder of the payment, asking him to send "the last part" as "I'm in party. I need to pay".

- 188. Mr. Folliot, in his written submissions in response stated that he does not accept that the screenshots prove he was involved in the exchange of messages that is displayed.⁶
- 189. The ITIA has submitted technical evidence, supported by the testimony of Mr. Jlilou,⁷ that the screenshots could not have been sent to Mr. Folliot but rather, were taken with his phone. This is confirmed by MSAB support who specialise in mobile forensics in an email dated 28 June 2022 clarifying that where the metadata of the images are linked to the springboard application, this means the custodian of the device has taken the relevant screenshot. The exhibits to Mr. Jlilou's witness statement and in particular, HJ-4 contain the metadata and clearly show 'com.apple.springboard' as the package name, and therefore, the AHO accepts based on Mr. Jlilou's evidence that the screenshots were taken with Mr. Folliot's device rather than sent to him.
- 190. When it was put to Mr. Folliot at the hearing that the metadata confirms that the screenshots were taken on his device, he changed his position and suggested instead that his phone may have been accessed by another player. This is a defence Mr. Folliot repeats in relation to multiple charges based on apparently incriminating screenshots. The AHO considers this explanation to be unlikely in circumstances where the screenshots of conversations discussing match fixing in multiple tournaments were taken on his device throughout an extended period of time and when the device was in many different locations. Mr. Folliot has not given any credible account as to which player or players would have been systematically accessing his handset to discuss match fixing at different tournaments and why he did not notice or report this at the time.

Submissions In Response To The Notice Of Charge And Request For Sanction, page 5.

⁷ Second Witness Statement of Hesham Jlilou, paras 5-10.

- 191. In relation specifically to Match 1, Mr. Folliot identifies Mr. Ivanov, his roommate at the time, as the potential culprit arguing that the messages must have been sent by his him. This is a bare assertion for which Mr. Folliot has offered no supporting evidence. It is a submission the AHO finds to be lacking in credibility, particularly as the conversation contains personal details, such as Mr. Folliot's attendance at a party, that are specific to him. His explanation, that he did not take the screenshot because he would not have taken a screenshot of his own incriminating conversation, is circular and therefore logically flawed. At the hearing, Mr. Folliot conceded that it looked like it was he who sent the messages: "I mean it is not to me, but it appears like this", which undermines his denial, and his lack of clarity regarding his account in relation to this match was unconvincing to the AHO.
- 192. The evidence in its totality for this match, the digital trail of the offer, its acceptance, the consistent match result, and the discussion of payment, further supported by the Snapchat video, all hang together and tell a consistent story. Mr. Folliot's attempt to attribute the messages to his roommate is unsubstantiated and not credible, particularly given his own admission that he was at the party referenced in the messages.
- 193. The AHO finds based on all of the foregoing evidence that it is more likely than not that the outcome of Match 1 was contrived. The requirements of Section D.l.d of the 2022 TACP are fulfilled and a breach occurred.
- 194. The AHO also finds that it is more likely than not that Mr. Folliot received money on the basis of not giving his best efforts in Match 1. The requirements of Section D.l.f of the 2022 TACP are fulfilled and a breach occurred.
- 195. Finally, there is no evidence that the Player has "... report[ed] such incident to the ITIA as soon as possible". On the facts this obligation to report is unfulfilled. Therefore, there is also a breach of Section D.2.a.i. of the 2022 TACP.
- 196. Therefore, for the reasons set out the AHO finds that the alleged breaches of Sections D.1.d., D.1.f. and D.2.a.i. alleged in the Notice are proven.

2. MATCH 2 - FOLLIOT V ITF ITF OCTOBER 2022

loss to Mr. In his submissions, Mr. Folliot explains that he was 'sick, and "wanted to lose and go home". While the AHO acknowledges that such factors can impact performance, they do not, on their own, sufficiently explain the further evidence relied upon by the ITIA, which points not just to a poor performance, but to a contrived outcome.

The ITIA's has submitted evidence of a €5,000 Western Union payment made from to Mr. Folliot's close friend, on the day after the match. The link to Mr. Folliot in this chain of evidence is the photograph of the payment receipt found on Mr. Folliot's mobile phone, which forensic analysis indicates was sent to him via Telegram⁸. The presence of this document on Mr. Folliot's device is significant. It extends the payment beyond affairs and places knowledge of, and an interest in, the transaction directly with Mr. Folliot. Mr. Folliot's claim that the payment was unrelated to him and that he has no memory of the receipt is not credible given the relatively large sum and its presence on his device. He has offered no plausible explanation for why a confirmation for such a specific and timely payment to his friend would be sent to and saved by him. The most reasonable inference is that the receipt was sent to him as proof of payment for his benefit.

- between Mr. Luc Fomba and in which they speculate that Mr. Folliot had "tanked" or "bet" on the match. These messages are further proof of Mr. Folliot's reputation as a player involved in match-fixing and that that his performance in Match 2 was perceived as suspicious by knowledgeable observers.
- 200. Taking the contemporaneous messages, the evidence of payment and the result of the match together, it is more likely than not that Mr. Folliot contrived an

⁸ Third Witness Statement of Hesham Jlilou, DB tab 12, para 18.

aspect of Match 2 in exchange for €5,000 paid from

Mr. Folliot via

Accordingly, the AHO finds that in respect of Match 2, the requirements of Sections D.1.d, D.1.f, and D.2.a.i of the 2022 TACP are fulfilled and Mr Folliot contrived an aspect of Match 2, received money in consideration for not giving his best efforts and failed to report the corrupt approach. Therefore, for the reasons set out the AHO finds that the alleged breaches of Sections D. 1.d., D. 1.f. and D.2.a.i. alleged in the Notice in relation to Match 2 are proven.

- 201. The ITIA relies on circumstantial evidence to support the charge that Mr. Folliot contrived an aspect of Match 3, received financial benefit for doing so and failed to report a corrupt approach to the ITIA.
- A Sportradar report identified the match as one of "interest" due to a betting preference for Mr. Folliot to lose, noting that manipulation could not be ruled out. On ☐ October 2022, four days after the match, two separate payments totalling €7,000 were made via Western Union to ☐ Images of both transfer confirmations were discovered on Mr. Folliot's phone. One of these images was sent to him via Telegram by a contact saved as ☐ , an individual the ITIA has identified as a corrupter involved in other charges against Mr. Folliot. This evidence places Mr. Folliot at the centre of the information flow regarding these payments, which the ITIA argues makes it highly probable they were for his benefit.
- 203. Mr. Folliot's actions corroborate the other evidence relied upon by the ITIA. The day after the payments were made to _____ Mr. Folliot recorded a Snapchat video of himself holding a substantial amount of cash. The video was captioned with the French phrase, "Ca met un peu de beurre dans les epinards" ("It puts a little butter in the spinach"). The AHO accepts the ITIA's submission that this phrase implies an improvement to one's financial situation through

supplementary means. It is potentially self-incriminating when viewed in context with the other evidence.

The AHO considers that Mr. Folliot's evidence on this point is vague. Mr. Folliot claimed that he does not remember the payment images, that the money belonged to and that some of his friends "were involved in different activities, not legal ones, but that was out of tennis". Although under ordinary circumstances it might be accepted that Mr. Folliot would not want to incriminate a friend, given the seriousness of the charges he is facing, Mr. Folliot's failure to explain the nature of illicit activities and why he would have evidence of payment for them on his phone weaken his credibility. Mr. Folliot has shown no reluctance in these proceedings to attempt to shift blame and suspicion onto others (including Mr. Ivanov, Mr. Bouquet and himself) to explain incriminating evidence in this case. Given the pattern of conduct, the AHO considers his failure to give a full and frank explanation of alleged illicit dealings in his own defence to be dubious.

205. The AHO therefore finds that Mr. Folliot's explanations are unsubstantiated and fail to adequately counter the evidence against him. His claim that the money was not his is directly at odds with his own caption on the contemporaneous Snapchat celebrating an improvement in his financial standing.

is circumstantial. However the AHO find that taken together the evidence demonstrates that it is more likely than not that Mr. Folliot contrived the an aspect of Match 3. The requirements of Section D.l.d. of the 2022 TACP are fulfilled. The documented payments to an associate (with receipts sent directly to Mr. Folliot), and his subsequent video boasting of newfound cash, collectively establish that on the preponderance of the evidence, Mr. Folliot received money on the basis of not giving his best efforts in breach of Section D.l.f. of the 2022 TACP. There is no evidence that the Mr. Folliot "... report[ed] such incident to the ITIA as soon as possible". On the facts, this obligation to report is unfulfilled. Therefore, he has also breached Section D.2.a.i. of the 2023

TACP. Accordingly, the AHO finds that in respect of Match 3, Mr. Folliot breached Sections D.1.d, D.1.f, and D.2.a.i of the 2022 TACP.

4. MATCH 4 – FOLLIOT V TOURNAMENT, JUNE 2023

- 207. Mr. Folliot lost Match 4, He denies there was any agreement to contrive the outcome of this match and denies receiving corrupt payments. He argues that his poor performance stemmed from legitimate sporting reasons citing inmatch dynamics, fatigue, and poor form. He further claims that the messages attributed to him relevant to Match 4 are either misunderstood, were not sent by him, or do not relate to any fix.
- 208. The ITIA relies on a strong chain of both direct and circumstantial evidence in support of the allegations relating to this match. The evidence consists of WhatsApp exchanges between Mr. Folliot and ' on June 2023, the day before the match wherein reaches out to Mr. Folliot offering €10,000 to "just loose", i.e., apparently inviting Mr. Folliot to lose in straight sets. Mr. Folliot's response to 'accepts the idea that a corrupt arrangement might be reached despite some initial reluctance because he wished to "play full" for a few weeks in order to improve his ranking and, he insinuates, to increase opportunities to fix matches at a higher level in the future. Subsequently, on the day of the match, some offers Mr. Folliot €15,000 based on the available odds to which Mr. Folliot appears not to respond. The match result, in favour aligns with the straight sets loss he discussed and the timing Folliot sent a screenshot of part of the conversation with to a group chat and other players with the caption "I did some big stupid things this week... A clue". Absent an alternative explanation as to what 'big stupid things' Mr. Folliot might have done, the AHO considers this to be an admission that he colluded with 'to contrive an aspect of Match 4.
- 209. Mr. Folliot's assertion in cross-examination at the Hearing that the messages may have been sent by someone else using his phone is not credible. He does

not identify any alternative sender that could have had the necessary access to his phone across multiple days. Similarly, his claim that the reference to "stupid things" was merely to poor form or off-court issues is unpersuasive and is inconsistent with the contemporaneous evidence of a corrupt approach and his agreement in principle that he would discuss the terms of a potential fix with when he replied "Yes ok" to message advising he would contact Mr. Folliot with specific details of the fix 2-3 hours before his game. The AHO is also unpersuaded by Mr. Folliot's explanation that he falsely claimed to have fixed the match to cover embarrassment at his poor form for two reasons. First, it would have been much easier, not to mention less risky, to claim illness or injury if asked about this loss. Second, if Mr. Folliot had been embarrassed about his poor form, it would have been more logical and therefore more likely for him to avoid proactively raising the topic of the match on a group chat.

- 210. Mr. Folliot changed his story regarding these messages on a number of occasions which undermines his credibility. His insistence generally that his bank records would not have shown evidence of corruption is unavailing as it is well-known and confirmed by the evidence in this case that payment for illicit activities can be and often is made via alternative means including Western Union transfers and cryptocurrency payments. His assertions regarding his "meagre" lifestyle are also unpersuasive. To the extent that Mr. Folliot is currently _________, this has no bearing on his culpability for the specific offenses he is charged with. Any corrupt payments could easily have been spent funding his tennis career or on other things at the time when they were received.
- 211. The AHO finds that the messages exchanged with ' on WhatsApp, the match result and the post-match admission to other players in the WhatsApp group chat taken together prove on the preponderance of the evidence that Mr. Folliot contrived the outcome of Match 4 and in weighing all of the evidence that it is more likely than not that he was involved in fixing Match 4. The requirements of Section D.l.d. of the 2023 TACP are fulfilled. There is also circumstantial evidence in the form of the corrupt offer from viewed in context of the finding that he fixed the match as well has his past conduct, that

Mr. Folliot received "money, benefit or Consideration on the basis of not giving [his] best efforts" in Match 4 in breach of Section D.1.f of the 2023 TACP. There is no evidence that Mr. Folliot "... report[ed] such incident to the ITIA as soon as possible" therefore on the facts this obligation to report is unfulfilled. He is therefore also liable for breaching Section D.2.a.i. of the 2023 TACP.

5. MATCH 5 – FOLLIOT/BOUQUET V JANUARY 2024

- 212. Mr. Folliot and Mr. Bouquet lost this match Mr. Folliot claims they did so because Mr. Bouquet decided not to use his best efforts in order to play a singles match at another tournament He denied that there was any agreement to contrive the outcome of this match or any aspect of it, any use or disclosure of inside information for corrupt purposes, and any intent or knowledge that his conduct would be used for betting or manipulation.
- 213. The ITIA relies mainly on admissions made by Mr. Bouquet who, in an interview with the ITIA, openly stated that he deliberately did not use his best efforts in the match, having already decided to conserve energy for a singles match at another tournament the following day. Mr. Bouquet confirmed that he told Mr. Folliot this prior to the match. The ITIA also relies on a betting alert raised immediately after the match that identified a suspicious betting pattern, namely, large bets on a straight-sets defeat for the Mr. Folliot and Mr. Bouquet. The ITIA also submitted corroborating evidence from its interview with Mr. Valsecchi, which is consistent with Mr. Bouquet's account.
- 214. The AHO finds that Mr. Bouquet's explanation that he was not exerting his best efforts to allow him to play at another tournament is plausible. She accepts that on the evidence it is clear that Mr. Folliot was aware of Mr. Bouquet's intention not to use his best efforts and she notes that the betting alert does create suspicion that someone may have provided inside information regarding Mr. Bouquet's desire to lose. However, there is no evidence, either direct or circumstantial, that would meet the ITIA's burden of proof to the required standard that it was Mr. Folliot who shared this information.

- 215. As to the ITIA's evidence that Mr. Folliot exchanged messages with Mr. Valsecchi regarding Mr. Bouquet's intention, the AHO finds that these messages are not specific and appear to show an exchange in which Mr. Valsecchi and Mr. Folliot cast Mr. Bouquet's decision not to use his best efforts in a negative light rather than demonstrating any collusion, or evidence of having used this information for illegal purposes.
- 216. Therefore, the AHO finds that in respect of Match 5, the ITIA has not proven that Mr. Folliot breached Sections D.1.d, D.1.h, and D.2.a.i of the 2024 TACP and these charges are dismissed.

6. MATCH 6 - FOLLIOT V WARCH 2024

- The ITIA relies on reports from the chair umpire, Mr. Folliot's opponents and his doubles partner that he showed a conspicuous and clear lack of effort during the match. described Mr. Folliot as "the worst player on the court by far" and noted that he was unusually lacking in energy and focus. In particular, Mr. Folliot apparently volleyed a ball that was already called out by The ITIA received a betting alert from which was triggered by a bet by a dormant account placing a bet for the maximum value on a straight-sets defeat for Mr. Folliot and The ITIA submits that the combination of suspicion by the other participants, the chair umpire and the betting alert demonstrates on the preponderance of the evidence that Mr. Folliot contrived the outcome of this match.
- 218. Mr. Folliot offered no plausible explanation for his poor performance in Match 6. He contends, both in writing and at the hearing, that he did not wilfully lose or fail to compete to the best of his ability for any improper purpose during this match. He strongly disputes that any on-court body language, unforced errors, or lost points should be construed as intentional.
- 219. The AHO has considered the contemporaneous concern from the match umpire, the unsolicited approach by an opponent to tournament officials expressing suspicion, the corroborative account of his own partner, and the betting alert,

which showed a suspicious bet which correctly predicted the outcome of Match 6, and finds that it is more likely than not Mr. Folliot contrived the outcome of Match 6. Had Mr. Folliot's performance been within or close to the normal range of performance for a player of his level, even one having a very bad day, it is extremely unlikely that the chair umpire and would have reported any concerns. The AHO is mindful that these players did not simply observe that Mr. Folliot's performance was poor but rather, that it was, according to "weird" and like Mr. Folliot "wasn't playing at all".

- 220. The AHO finds based on all of the foregoing circumstantial evidence that it is more likely than not that the outcome of Match 6 was contrived. The AHO further finds in weighing all of the evidence that it is more likely than not that Mr. Folliot was involved in the fix.
- 221. The requirements of Section D.l.d. of the 2024 TACP are therefore fulfilled and a breach occurred. There is no evidence that Mr. Folliot has "... report[ed] such incident to the ITIA as soon as possible". On the facts, this obligation to report is unfulfilled. Therefore, there is also a breach of Section D.2.a.i. of the 2024 TACP. Accordingly, for the reasons set out the AHO finds that the alleged breaches of Sections D. 1.d. and D.2.a.i. described in the Notice are proven.

7. MATCH 7 - ANGELE V ATP CHALLENGER NOVEMBER 2022

- 222. Mr. Angele admitted to contriving the outcome of Match 7 and identified Mr. Folliot as the instigator, stating, "Quentin FOLLIOT contacted me and he asked me if I wanted to do this". An admission against interest of this nature, from Mr. Angele has significant probative value.
- 223. This admission is further corroborated by evidence recovered from Mr. Folliot's phone. Screen recordings of a Telegram conversation show Mr. Folliot acting as the intermediary between Mr. Angele and the corrupter known as ______. In these messages, Mr. Folliot is not a passive conduit, he actively discusses and clarifies the terms of the fix, which included instructions from ______ that

takes care to clarify several times in response to a question from Mr. Folliot that it is "hard under" and therefore Mr. Angele could only win up to games per set. later advised Mr. Folliot that Mr. Angele could win up to games per set. The messages show offering a "Bonus. For Jaimee. And for you. Tell him", and Mr. Folliot confirming he is in communication with Mr. Angele ("Talking with him now"). The match result, a loss for Mr. Angele, is consistent with the fixes that were discussed between Mr Folliot and

- 224. Notably, as the screenshot was taken, Mr. Folliot received a notification showing a new message from Mr. Angele. Mr. Folliot claims that he did not send the messages as he was playing at a tournament in that day but provides no plausible explanation as to who may have had access to his phone and would be using it for the purpose of colluding regarding the outcome of Match 7.
- 225. The financial evidence provides a conclusive link between Mr. Angele, the fix and Mr. Folliot. The messages explicitly discuss a 10,000 USD payment, with Mr. Folliot confirming his role as intermediary: "I will transfer him". This is substantiated by screenshots from the same day showing a deposit of 10,000 USD into Mr. Folliot's Binance account.
- At the hearing, Mr. Folliot explained that he had previously shared with Mr. Angele that he had been approached on Instagram regarding proposals to corrupt the outcome of matches in return for "crazy money" but that he had not accepted those offers. However, sometime later, Mr. Angele approached him to request contact details for the corruptor as he needed money. Mr. Folliot accepted that it was wrong of him to do so but he admitted sharing the details with Mr. Angele. He claims he never heard anything further regarding whether or not Mr. Angele arranged the fix until he was presented with the ITIA's evidence. Mr. Folliot initially claimed in cross-examination that he was not aware why Mr. Angele had asked him for details of his Binance account and he

did not find it unusual for Mr. Angele to have done so as they were close friends. He explained that as Mr. Angele had only said "I need this address for something, I am going to explain to you later" and that he was surprised when 10,000 USD was deposited into his account. However, when pressed Mr. Folliot then ultimately admitted he knew the money was for the fix and that his failure to report it was a mistake born of friendship. This evolving narrative, coupled with the fact he had previously denied ever having a Binance account in an earlier interview, undermines his credibility.

227. The AHO finds that based on Mr. Angele's direct admission, supported by the detailed digital and financial evidence from Mr. Folliot's device to be far more persuasive than Mr. Folliot's contradictory and self-serving accounts and therefore, on the balance of probabilities, Mr. Folliot facilitated Mr. Angele not to use his best efforts.. Mr. Folliot also received money on the basis of influencing Mr. Angele not to use his best efforts in breach of Section D.l.f. of the 2022 TACP. Further, the AHO further finds in weighing all of the evidence that it is more likely than not that Mr. Folliot offered or arranged payment to Mr. Angele in return for him contriving the result of Match 7. Accordingly, the AHO finds that in respect of Match 7, Mr. Folliot breached Sections D.l.e, D.l.g, and D.l.f of the 2022 TACP.

8. MATCH 8 – DOUBLES MATCH INVOLVING BOUQUET

- 228. In an interview with the ITIA, Mr. Bouquet provided a clear and detailed account asserting that Mr. Folliot offered him €20,000 if he would agree to lose an unspecified match, with the suggestion that Mr. Folliot himself would also earn €15,000. This is supported by contemporaneous messages both between Mr. Bouquet and and also Mr. Bouquet's messages to Mr. Valsecchi regarding Mr. Folliot's conduct.
- 229. The AHO has considered the evidence, including Mr. Folliot's allegations regarding the unreliability of Mr. Bouquet's evidence and the ITIA's submissions addressing the issues raised by Mr. Folliot.

- 230. The AHO is unpersuaded that Mr. Bouquet was being untruthful when he admitted that Mr. Folliot had made a corrupt approach to him. Specifically, Mr. Bouquet told the ITIA that Mr. Folliot passed on an offer that if they were "ready to lose" they would be paid by Mr. Folliot's contact.
- 231. Viewed in isolation, the evidence that an approach was made is based solely on Mr. Bouquet's testimony. However, the AHO considers this charge should be assessed in the broader context of Mr. Folliot's conduct and, in particular, the clear evidence that Mr. Folliot had already acted as an intermediary and corrupter in relation to Match 7. Taken together, the admission by Mr. Bouquet (which is an admission against his own interest because it gives rise to liability for failure to report) and Mr. Folliot's pattern of behaviour make it more likely than not that Mr. Folliot did offer Mr. Bouquet money to negatively influence his best efforts. Further, the AHO finds Mr. Folliot's blanket denial and attempts to rely on the absence of evidence of actual payment less compelling than the direct first-hand account of a corrupt approach from Mr. Bouquet. In circumstances where such an offer is refused, as it was in this case, it follows there would be no further evidence of any underlying fix. However, the mere offer itself, even if refused, is sufficient to establish Mr. Folliot's liability and his breach of the TACP.
- 232. The AHO finds based on all of the foregoing evidence that it is more likely than not that Mr. Folliot did "offer or provide any money, benefit or Consideration" to Mr. Bouquet to contrive the outcome of Match 8. Therefore, the requirements of Section D.l.g. of the 2024 TACP are fulfilled, and the breach alleged in the Notice is proven.



233. The ITIA relies on a Telegram conversation between Mr. Folliot and Mr. Fomba from early March 2023, a screenshot of which was recovered from Mr. Folliot's phone as well as evidence provided by Mr. Fomba during his interview with

ITIA investigators on 1 July 2024 as part of ______ The exchange begins with Mr. Fomba informing Mr. Folliot that he had received a wildcard into the upcoming Challenger tournament. Mr. Folliot's immediate response was to ask if Mr. Fomba wanted to "work" for a "seriously big" sum, which he specified as "10k" to be paid via "Binance". Mr. Folliot followed up with Mr. Fomba days later, pressing the matter: "do you want to work or not? 10k the match".

- 234. Mr. Fomba corroborates these messages. In his interview with the ITIA, he admitted to receiving this offer from Mr. Folliot and understanding it as a solicitation to fix the match, he stated "I would say that he asked me to fix like the match". This admission against his own interest, because it renders him liable for failing to report the approach in breach of the TACP.
- 235. Against this, Mr. Folliot's defence consisted of a bare denial. At the hearing, he repeatedly stated that it was not him sending the messages, without offering any alternative explanation as to how these messages could have been sent from his phone. Such a blanket denial is insufficient to rebut the combined weight of the digital evidence retrieved from his own device and the credible, corroborated, and self-incriminating testimony of the recipient.
- 236. Accordingly, the AHO finds that, based on the direct evidence, it is more likely than not that in respect of Match 9, Mr. Folliot offered to provide money to Mr. Fomba in return for him not using his best efforts in breach of Section D.1.g of the 2023 TACP.

10. MATCH 10 - FOLLIOT/ V

AUGUST 2022

237. The ITIA relies on a screenshot taken from Mr. Folliot's phone of a Telegram conversation with the contact ' On the day of Match 10, Mr. Folliot sent a message asking ' ' do you have something for doubles maybe today?".

This message shows solicitation of a corrupt opportunity in relation to Match 10. The ITIA accepts that while the messages do show that ' later rejected

the offer "today you can win?", "I can t [sic] make today", this is not strictly relevant to establishing liability under Section D.1.n which applies to the act of attempting to arrange the fix and does not require the fix to be carried out.

- 238. Mr. Folliot's defence at the Hearing was to deny sending the messages, again suggesting others had access to his phone. He also pointed to his improving ranking at the time as evidence of his general commitment to the sport. The AHO finds these arguments unpersuasive and vague because they do not address the evidence of the exchange at issue in relation to this match. His defence that others may have used his phone has been put forward repeatedly without any corroborating evidence. Again, Mr. Folliot makes no attempt to identify who it was that might have had the necessary access. His improving ranking is not relevant to the allegations
- 239. The AHO finds that based on the evidence, it is more likely than not that Mr. Folliot sent the messages soliciting a corrupt arrangement thus attempting to agree to conspire to contrive an aspect of Match 10 in breach of D.1.n of the 2022 TACP.

11. MATCH 11 – FOLLIOT V ITF AUGUST 2022

- 240. Immediately following his inquiry about a doubles fix for Match 10, Mr. Folliot sent another message to his contact "And today singles?". "made a tentative offer, "today 1g?", and then retracted it. The ITIA's position is the the offense under Section D.1.n was complete when Mr. Folliot made his corrupt inquiry. The retraction of the offer and the fact that Mr. Folliot ultimately won the match are not determinative, the attempt itself constitutes the breach.
- 241. Mr. Folliot's defence at the hearing relied on the same points he raised in respect of Match 10, he denied sending the messages, questioned why he would take a screenshot of the conversation, and used his victory in the match as evidence of his innocence. This line of reasoning fundamentally misunderstands the nature of an attempt charge. The TACP is designed to sanction not only completed acts

- of corruption but also the preparatory acts and agreements that threaten the integrity of the sport. A failed attempt to fix a match is still a serious violation.
- 242. The AHO finds based on the digital evidence, the message "And today singles?" is an unambiguous attempt to conspire to commit a corruption offense. Therefore, the requirements of Section D.l.n. of the 2022 TACP are fulfilled and a breach occurred.

12. OTHER OFFENSES – CONSPIRING

- 243. In the January 2023 exchange with on WhatsApp submitted as evidence by the ITIA, Mr. Folliot provides specific guidance on approaching players for fixes, setting out recommended tactics for negotiating, setting budgets and payments, and outlining the use of anonymous digital accounts and cryptocurrency for transactions.
- In his March 2023 conversation with Mr. Folliot describes the workings of the match-fixing network, fee structures, and methods for securing and paying new players, emphasising the purported safety of the scheme and the profits already earned. The ITIA's submission is that the structure, detail, and context of these communications are not consistent with mere joking or theoretical debate, but rather point to an underlying intent to recruit and operationalise further corrupt activity.
- 245. In his submissions, Mr. Folliot denies that these conversations amount to match-fixing conspiracy or the recruitment of others for corruption, insisting that their content is mischaracterised, hypothetical, or mere social bravado, rather than evidence of improper misconduct. He further argues that none of the exchanges resulted in actual approaches or fixes, and that the messages were not intended as real instructions or organisational plans.
- 246. Weighing the evidence, the AHO considers that Mr. Folliot's explanations do not plausibly account for both the specificity of his instructions and the pattern of advice and encouragement discernible across both sets of messages. The tactics described by Mr. Folliot have been deployed to recruit and corrupt other

players. The absence of any credible, innocent purpose for such detailed discussions, coupled with the corroboration provided by the broader pattern of communications and findings elsewhere in this case, leads the AHO to conclude that these exchanges were intended to facilitate, and did indeed amount to, a conspiracy or attempt to induce breaches of the TACP by others.

247. The AHO finds based on all of the foregoing direct evidence that Mr. Folliot has attempted to agree or conspire to commit Corruption offenses and therefore the requirements of Section D.l.n. of the 2023 TACP are fulfilled and two breaches have occurred.

13. OTHER OFFENSES – FAILURE TO COOPERATE AND DESTROYING EVIDENCE

- 248. The foundation of the ITIA's case as regards Section F.2.b is the sequence of events triggered when Mr. Folliot's iPhone, duly provided pursuant to an ITIA Demand, became suddenly and unexplainably locked during the forensic extraction process, thereby preventing completion of a crucial data download. The ITIA presented forensic logs, contemporaneous notes, three witness statements from Intelligence Analyst Mr. Jlilou and records of calls and messages between Mr. Folliot and for on Mr. Valsecchi's device at the precise time of the lockout. The ITIA further detailed repeated Demands for access, interrogation of Mr. Folliot about passwords and device access, and his failure, over several subsequent days, to provide or facilitate the unlocking of essential accounts and applications, notably Telegram.
- 249. In his submissions, Mr. Folliot contends that the lockout was neither intentional nor within his control, suggesting instead that it could have been an automated device function or the result of a miscommunication with a family member. He also claimed that the phone was locked 36 hours after it came to be in the possession of the ITIA which suggests the ITIA would have had enough time to complete a download and there was no reason for him to lock the phone after such a long time.

- 250. The AHO finds that the ITIA's comprehensive evidence regarding Mr. Folliot's attempts to obfuscate its investigation to be compelling and the explanations provided by Mr. Folliot to be unconvincing The specificity of the forensic evidence, the repeated disregard of clear ITIA directions, and the absence of a candid and plausible reason for his non-compliance over a protracted period, lead the AHO to find to the requisite standard that Mr. Folliot failed to fully cooperate with the ITIA's investigation in breach of Section F.2.b of the TACP. The ITIA addressed Mr. Folliot's argument regarding the delay in locking the device with evidence from Mr. Rice that Mr. Folliot was in fact aware that the ITIA was having difficulties completing a download. The AHO finds Mr. Rice's evidence credible that Mr. Folliot took that opportunity to take the necessary steps to remotely lock the device.
- 251. On the issue of tampering with or destroying evidence in breach of Section F.2.c.i, the ITIA relies on metadata and testimony showing that significant volumes of data, including potentially incriminating messages, were deleted from Mr. Folliot's device shortly before it was handed to investigators. Further, the ITIA identified WhatsApp messages between Mr. Folliot and Mr. Valsecchi referencing a "small manoeuvre" undertaken to frustrate the ITIA's examination of the device. The ITIA has presented evidence that it is possible for a mobile device to be locked remotely using the individual's Apple ID. The ITIA also relied on testimony of Mr. Bouquet, who stated in interview that Mr. Folliot spoke of erasing material to reinforce this inference.
- 252. Mr. Folliot claimed that any deletion was accidental, unrelated to the investigation, or misunderstood. He claims that it was impossible for him to lock the device as it was in the ITIA's possession.
- 253. Considering the evidence, including the contemporaneous deletion of data, explicit references to acts of sabotage, and corroborating witness evidence, the AHO finds that it is more likely than not that Mr. Folliot failed to co-operate with the ITIA's investigation by disabling his phone in breach of Section F.2.c.i.

- 254. Finally, the ITIA alleges that Mr. Folliot solicited or advised other individuals to tamper with evidence, in breach of Section F.2.c.ii. The ITIA relies on detailed interview and message records showing Mr. Folliot warned Mr. Angele that the ITIA had taken his phone. The ITIA also provided evidence that shortly after Mr. Folliot's message, Mr. Angele deleted Telegram exchanges relevant to the investigation. Mr. Folliot also sent messages to Mr. Valsecchi boasting "lucky I warned him" and Mr. Angele admitted in an interview with the ITIA that the actions he took to delete messages were prompted by Mr. Folliot's warning.
- 255. Mr. Folliot's suggestion that these messages were innocent or misunderstood does not withstand scrutiny in light of the timing, content and the corroborating evidence.
- 256. It is, therefore, on the basis of the sum of this direct evidence, that the AHO finds that it is more likely than not that Mr. Folliot also breached Section F.2.c.ii by soliciting or facilitating the destruction or alteration of evidence by others.

X. SANCTION

- 257. Match-fixing is a serious threat to tennis. Once admitted to or proven, match-fixing is a deliberate, intentional offense that threatens competition by eliminating the uncertainty which is the heart of professional tennis.
- 258. The imposition of a lenient sanction would defeat the purpose of the TACP. However, any sanction imposed must both be proportional to the offense and consistent with the sanctions imposed in similar cases to ensure consistency. There are thirty (30) charges against Mr. Folliot related to nine (9) offenses under the 2022, 2023 and 2024 TACP which are summarised at paragraph 4 above.
- 259. The Guidelines provide that where there are multiple Corruption Offenses, in the interests of efficiency, they should be taken together in one concurrent sanctioning process -i.e., a single sanction is imposed.

260. Section H.1 of the 2025 TACP provides that:

"Except as provided in Sections F.5., F.6. and F.7., the 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. With respect to any Player, (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."

- 261. In this matter, the AHO has found Mr. Folliot to have committed twenty seven (27) separate breaches of the TACP between 2022 and 2024. The sheer volume and gravity of these offenses, which include contriving matches, corrupting fellow players, and obstructing the subsequent investigation, represent a profound assault on the integrity of the sport.
- 262. The ITIA has requested a sanction of a twenty (20) year period of ineligibility, a fine of \$70,000, and the repayment of corrupt earnings totalling \$44,624.40. The ITIA calculated this proposed sanction by submitting that Mr. Folliot's conduct demonstrated a High (Category A) degree of culpability, while the impact on the sport sat between Category 1 and Category 2. The ITIA also highlighted multiple aggravating factors, including Mr. Folliot's efforts to impede the investigation and his awareness of his obligations under the TACP.
- 263. AHOs retain full discretion in relation to the sanction imposed. However, the application of the Guidelines promotes fairness and consistency in sanctioning across tennis. Therefore, the AHO has followed the Guidelines to reach her decision.

- 264. The Guidelines set out a five step-process to determine the appropriate sanction as follows:
- (a) Determining the offense category;
- (b) Starting point and category range;
- (c) Consideration of reduction for early admissions;
- (d) Consideration of other factors which may merit a reduction including substantial assistance; and
- (e) Setting the amount of the fine (if any).

These are addressed in turn below.

A. DETERMINING THE OFFENSE CATEGORY

- 265. The Guidelines define this category as involving a "High degree of planning or premeditation,", "Initiating or leading others to commit offenses," and "Multiple offenses over a protracted period of time". Mr. Folliot's conduct satisfies all three criteria. His twenty seven (27) offenses were committed over a two-year period, demonstrating a sustained course of corrupt conduct. The evidence shows him not only contriving his own matches but actively initiating the corruption of other players, including Mr. Angele and Mr. Fomba, and providing detailed instructions to and and on how to establish their own corrupt networks. This conduct goes far beyond being a peripheral figure and places him as a central actor and instigator. Mr. Folliot's actions bear the hallmarks of Category A culpability. Accordingly, the AHO finds Mr. Folliot's culpability to be High (Category A).
- 266. In terms of impact, the AHO has carefully considered whether the offending falls into Category 1 or 2.
- 267. Mr. Folliot's actions had a "Significant, material impact on the reputation and/or integrity of the sport". His wrongdoing was not confined to his own matches, he acted as a vector for a wider criminal syndicate, actively recruiting

other players and attempting to embed corruption more deeply into the professional tours. This systemic nature of his offending causes damage that is far more significant than that of a player who only fixes their own matches. In this respect, Mr. Folliot's conduct established him as a key figure for contriving matches and corrupting other players at this level of the sport, representing a grave threat to its integrity.

- 268. Similarly, the evidence shows a "*Relatively high value of illicit gain*", with payments and offers amounting to tens of thousands of dollars, a substantial sum at this level of the sport. The sheer volume of his misconduct, involving twenty seven (27) TACP breaches across at least ten (10) matches, also aligns with the gravity intended for a high impact category.
- 269. The AHO notes , however, that one of the key indicators for Category 1 is "Holding a position of trust/responsibility within the sport". As a player whose career was primarily on the ITF and ATP Challenger tours, Mr. Folliot does not meet this criterion in the way a tour official or high-profile ambassador would. While the Guidelines state that not all factors under a particular header need be present for that categorisation to apply, the absence of this factor must be weighed in the balance other factors when assessing his impact in this matter.
- 270. Of further note is footnote 2 of the Guidelines which states that "In cases under Section D.1.d, contriving 10 matches or more should ordinarily be categorised in Category 1 and contriving two matches or less should ordinarily be categorised in Category 2." Mr. Folliot has been found to have contrived five (5) matches, placing his conduct between the benchmarks for Category 1 and Category 2 for which such offending should "ordinarily" fall. While the AHO acknowledges that Mr. Folliot's systemic actions and high number of overall breaches are hallmarks of the most serious offending, the AHO considers that Category A1 should be reserved for the most egregious of offenders under the TACP. Given that Mr. Folliot's number of contrived matches, while serious, falls short of the "10 or more" benchmark for ordinary Category 1 classification, and his overall position within the greater tennis ecosystem, the AHO finds that

- the overall impact of his offending is most accurately placed between Category 1 and Category 2.
- 271. For these reasons, the AHO accepts that the Player's offense category is between A1 and A2.

B. STARTING POINT AND CATEGORY RANGE

- 272. Having determined the offense category as between A1 and A2, the AHO has used the Guidelines for Category A1 and Category A2 to establish a starting point of a (fifteen) 15 year suspension, with a permissible range from a five (5) year suspension to a Life Ban. The next step is to consider any aggravating and mitigating factors to determine the appropriate sanction within this range. The AHO finds that significant aggravating factors are present, which warrant a substantial upward adjustment from the (fifteen) 15-year starting point, particularly as she has found that Mr. Folliot's culpability in fact sits between Categories A1 and A2.
- 273. First, and most seriously, Mr. Folliot actively impeded and hindered the ITIA's investigation. This is not a mere failure to assist, it is a calculated effort to subvert the integrity of the TACP process itself. The evidence shows that after providing his mobile phone to investigators, the device was remotely locked, an action AHO Cavalieros previously found in his Provisional Suspension Decision, was likely initiated by Mr. Folliot or someone acting on his instruction. This act constitutes a flagrant breach of his duty to cooperate under Section F.2.b and is a specific aggravating factor listed in the Guidelines.
- 274. This obstructive conduct was compounded by his efforts to encourage another player to destroy evidence. In messages to Mr. Valsecchi regarding Mr. Angele, Mr. Folliot stated, "Lucky I warned him. Otherwise I think he was doomed". This admission reveals a deliberate attempt to solicit another player to tamper with evidence, a direct violation of Section F.2.c.ii and another serious aggravating factor. Such actions demonstrate a profound contempt for the rules designed to protect the sport.

- 275. A further aggravating factor is Mr. Folliot's proven knowledge of his obligations. As submitted by the ITIA, he completed the mandatory TIPP training on multiple occasions. This demonstrates his actions were not born of ignorance or naivety, but were conscious and deliberate violations of rules with which he was well-acquainted.
- 276. The AHO has considered Mr. Folliot's submissions regarding his personal struggles and claims of being threatened. However, these do not rise to the level of significant mitigation. The TACP framework requires that threats be promptly reported to constitute a defence, which Mr. Folliot failed to do. While his personal difficulties are unfortunate, they cannot excuse a systemic and protracted pattern of corruption and subsequent obstruction. No other mitigating factors were found to be present.
- 277. Given the severity of the aggravating factors, particularly the deliberate obstruction of the investigation and the solicitation of another player to destroy evidence, and the absence of any meaningful mitigation, a sanction significantly above the fifteen (15) year starting point is not only justified but necessary. These actions strike at the heart of the TACP's ability to function. Therefore, the AHO considers an uplift of five (5) years from the starting point to be appropriate. This results in a total period of ineligibility of twenty (20) years.

C. CONSIDERATION OF REDUCTION FOR EARLY ADMISSIONS

- 278. Step 3 of the Guidelines allows the AHO to apply a reduction of up to 25% to the otherwise-applicable sanction where a Covered Person has made an early admission to the Corruption Offenses. The rationale for this reduction is to recognise cooperation that brings about "significant efficiencies to ITIA operations and thereby the fight against corruption in tennis".
- 279. In the present matter, Mr. Folliot's conduct throughout the proceedings does not warrant any such reduction. From his initial response to the Notice of Major Offense through to the conclusion of the hearing, Mr. Folliot has formally and categorically denied the core charges of contrivance and corruption against him. Rather than offering no contest, he has vigorously disputed his liability,

requiring the ITIA to expend significant resources to prove its case in a full hearing. While he did make very limited admissions at the hearing, for example, to failing to report corrupt approaches he had received in the past, these were not the "full admission and cooperation" envisaged by the Guidelines. They did not prevent the need for a contested hearing on liability.

280. The purpose of this reduction is to incentivise cooperation and conserve resources, neither of which has occurred here. Accordingly, the AHO finds that Mr. Folliot is not entitled to any reduction for an early admission.

D. OTHER FACTORS WHICH MAY MERIT A REDUCTION INCLUDING SUBSTANTIAL ASSISTANCE

281. There are no other factors which merit a reduction in the Player's sanction.

E. FINE

- 282. The final step in the sanctioning process is to determine the amount of the fine, if any. Section H.1.a of the TACP allows for a fine of up to \$250,000 to be imposed in addition to any period of ineligibility. The TACP Sanctioning Guidelines provide a framework for setting this amount, which should ordinarily reflect the categorisation of the offense.
- 283. The Guidelines include a Fines Table based on the number of offenses proven or admitted. In this matter, the AHO has found Mr. Folliot to have committed twenty seven (27) separate breaches of the TACP. This places his conduct in the highest bracket of the Fines Table, "15 + Offenses," which corresponds to a fine scale of "\$75,000 +". Given the A2 categorisation of the offending and the significant aggravating factors previously identified, most notably his deliberate obstruction of the ITIA's investigation, a substantial fine is warranted. The ITIA has requested a fine of \$70,000. The AHO finds this figure to be a reasonable and appropriate penalty that reflects the gravity of the misconduct, despite the scale suggesting a minimum of \$75,000 for the number of breaches committed by Mr. Folliot.

- In addition to the fine, Section H.1.a of the TACP separately provides for the repayment of "an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense". This is a distinct penalty aimed at disgorgement, ensuring a player does not retain the financial fruits of their corruption. The ITIA submitted evidence that Mr. Folliot received material benefits of at least \$44,624.40 from his offenses. The AHO finds this calculation to be supported by the evidence and considers it just that this amount be repaid in full.
- 285. The AHO has also considered Mr. Folliot's submissions regarding his

The Guidelines do permit an offender's financial means to be taken into account to reduce a fine. However, the purpose of a fine in a case of this magnitude is not only punitive but also to serve as a powerful deterrent to others. Given the systemic nature of Mr. Folliot's corruption, his recruitment of other players, and his deliberate attempts to subvert the disciplinary process, reducing the financial penalty on these grounds would unduly diminish the sanction's deterrent effect. While his financial circumstances are noted, they do not, in this case, outweigh the necessity of imposing a substantial financial penalty that reflects the seriousness of his twenty seven (27) violations.

XI. DECISION

- 286. Mr. Folliot, a Covered Person as defined in Section B.10 of the 2025 TACP, is liable for Corruption Offenses pursuant to the following sections of the 2022 TACP:
- (a) D.1.d directly or indirectly, contriving the outcome or any other aspect of any Event three (3) charges;
- (b) D.1.e directly or indirectly, facilitating any Player to not use his or her best efforts in any Event one (1) charge;

- (c) D.1.f directly or indirectly, receiving any money, benefit or Consideration on the basis of not giving best efforts four (4) charges;
- (d) D.1.g directly or indirectly, offering or providing money to any other Covered
 Person with the intention of negatively influencing a Player's best efforts one
 (1) charge;
- (e) D.1.n directly or indirectly, attempting, agreeing, or conspiring to commit any Corruption Offense two (2) charges; and
- (f) D.2.a.i failing to report a corrupt approach three (3) charges.
- 287. Mr. Folliot is also liable for Corruption Offenses pursuant to the following sections of the 2023 TACP:
- (a) D.1.d directly or indirectly, contriving the outcome or any other aspect of any Event one (1) charge;
- (b) D.1.f directly or indirectly, receiving any money, benefit or Consideration on the basis of not giving best efforts one (1) charge;
- (c) D.1.g directly or indirectly, offering or providing money to any other Covered Person with the intention of negatively influencing a Player's best efforts two (2) charges;
- (d) D.1.n directly or indirectly, attempting, agreeing, or conspiring to commit any Corruption Offense two (2) charges; and
- (e) D.2.a.i failing to report a corrupt approach one (1) charge.
- 288. Mr. Folliot is also liable for Corruption Offenses pursuant to the following sections of the 2024 TACP:
- (a) D.1.d directly or indirectly, contriving the outcome or any other aspect of any Event one (1) charge;
- (b) D.2.a.i failing to report knowledge or suspicion of a Corruption Offense one(1) charge;

- (c) F.2.b failing to cooperate fully with investigations conducted by the ITIA two (2) charges;
- (d) F.2.c.i tampering with, damaging, disabling, or destroying evidence one (1) charge; and
- (e) F.2.c.ii tampering with, damaging, disabling, or destroying evidence, and/or soliciting another person to do so one (1) charge.
- 289. Pursuant to the 2025 TACP and the Guidelines, the sanctions imposed upon Mr. Folliot as a result of these twenty seven (27) Corruption Offenses are:
- a period of ineligibility of twenty (20) years from Participation, as defined in section B.27 of the 2025 TACP, in any Sanctioned Event as defined in section B.32 of the 2025 TACP. This period of ineligibility is backdated to the start of his provisional suspension and will therefore run from 17 May 2024 until 16 May 2044;
- (b) a fine of \$70,000 as prescribed in section H.1.a.(i) of the 2025 TACP; and
- (c) pursuant to Section H.1.a.(i) of the 2025 TACP, repayment of an amount equal to the value received in connection with the Corruption Offenses, determined to be \$44,624.40.
- 290. Pursuant to Section G.4.e of the 2025 TACP, this award on sanction is to be publicly reported.
- 291. Pursuant to section G.4.d of the 2025 TACP this award on sanction is a full, final, and complete disposition of this matter and is binding on all parties.
- 292. This Decision can be appealed to the Court of Arbitration for Sport in Lausanne, Switzerland within twenty (20) business days from the date of receipt of the Decision by the appealing party.

Dated at Riyadh, Saudi Arabia this 3rd day of December 2025.

A. Whaliza

AMANI KHALIFA, Anti-corruption Hearing Officer