

**IN THE MATTER OF AN APPLICATION FOR PROVISIONAL SUSPENSION BROUGHT
UNDER F.3 OF THE TENNIS ANTI-CORRUPTION PROGRAM 2021**

BEFORE ANTI-CORRUPTION HEARING OFFICER CHARLES HOLLANDER QC

BETWEEN:

THE INTERNATIONAL TENNIS INTEGRITY AGENCY

-and-

(1) AMINE AHOUDA

(2) ANAS CHAKROUNI

(3) AYOUB CHAKROUNI

(4) MOHAMED ZAKARIA KHALIL

(5) SOUFIANE EL MESBAHI

(6) YASSIR KILANI

DECISION OF THE AHO

A. Introduction

1. The International Tennis Integrity Agency (the “ITIA”) has investigated a network of Moroccan tennis players suspected to have been involved in match-fixing. Six of these Moroccan players are the Respondents (“the Players”) to this application.
2. Between 2014 and 2018, the Belgian authorities carried out investigations into a suspected organised criminal network that was believed to be operating to fix tennis matches worldwide. In 2018, the Belgian police executed search warrants and arrested a number of individuals. The ITIA was granted access to certain evidence collated by the Belgian authorities in early 2020 including transcripts of interviews, the content of forensic downloads of mobile telephones and records of money transfers.
3. During a search of the property of ██████████ ██████████ (“██████████” in 2018, the Belgian authorities seized four mobile telephones belonging to ██████████ is believed to have been at the centre of the match-fixing organisation. Messages from ██████████ phones reveal that he was in contact with various individuals who acted as intermediaries and who in turn were in contact with numerous

players about fixing matches. The messages include discussions of the nature of the fixes, the money to be paid to the players and intermediaries and available betting odds. ■■■ was also in contact with a large number of individuals who placed the bets online and in betting shops.

4. One of the match-fixing sub-networks identified as a result of the evidence obtained from the Belgian authorities is a large network of Moroccan players centred around two intermediaries. The ITIA contend ■■■ fixed matches involving a number of Moroccan players, including five of the Respondents, via a former Moroccan tennis player called Younes Rachidi (“YR”). ■■■ and YR were in regular contact via WhatsApp and other means of communication. YR would take a commission on each fix (the size of the commission depending on the player’s fee for the fix). The ITIA say ■■■ was also in contact via WhatsApp and other means with an Egyptian tennis player called ■■■ (■■■ who is currently serving a lifetime ban for match fixing, who was in turn in contact with one of the Respondents. ■■■ is involved in the Belgian criminal investigation. YR apparently cannot presently be located.

B. Procedural matters

5. I was appointed Anti-Corruption Hearing Officer (“AHO”) in relation to these cases which were all heard together.
6. Mr Ahouda emailed on 16 June 2021 stating that he denied the charges. Mr Anas Chakrouni emailed on 15 and 17 June 2021 stating he denied the charges and “did not want to waste a lot of time on this with all due respect.” Mr Ayoub Chakrouni sent emails on 15, 16 and 24 June 2021 denying the charges. The other three Respondents, who also made clear they deny the charges, are represented by Dr Adyel, and I refer to that below.
7. Having requested and obtained submissions from the Respondents, I ordered a Provisional Suspension of the Players in a written decision dated 13 July 2021. Dr Adyel, counsel on behalf of Mr Khalil, Mr El Mesbahi and Mr Kilani made several subsequent written applications to lift the Provisional Suspension, each of which I rejected.
8. The oral hearing took place remotely over two days on 22 and 23 November 2021. The ITIA were represented by Ms Kendrah Potts and Mr William Harman. Three of the Respondents, Messrs Khalil, El Mesbahi and Kilani were represented by Dr Karim Adyel, who is a Casablanca lawyer. They each served witness statements and gave evidence before me.
9. I gave directions for the hearing of this matter in July 2021. Those directions were as follows:

13 August 2021 – deadline for disclosure of documents by the Players and the ITIA

10 September 2021 – deadline for the ITIA to file its submission and accompanying evidence

8 October 2021 – deadline for the Players to file their submission and accompanying evidence

22 October 2021 – deadline for the ITIA to file its response

10. The other three Respondents, whom I refer to as the Unrepresented Players, did not put in any evidence or written submissions. They were sent the following notifications by ITIA as to my directions for putting in evidence:

- a. Emails from the ITIA dated 9 and 19 July 2021 inviting Anas Chakrouni to comment on the ITIA’s draft directions
- b. Emails from the ITIA dated 9 and 19 July 2021 inviting Ayoub Chakrouni to comment on the ITIA’s draft directions
- c. Email from the ITIA dated 9 July 2021 inviting Amine Ahouda to comment on the ITIA’s draft directions
- d. Email from the ITIA dated 26 July 2021 informing Anas Chakrouni that I had approved the ITIA’s draft directions
- e. Email from the ITIA dated 26 July 2021 informing Ayoub Chakrouni that I had approved the ITIA’s draft directions
- f. Email from the ITIA dated 26 July 2021 informing Amine Ahouda that I had approved the ITIA’s draft directions
- g. Email from the ITIA dated 28 September 2021 asking the Unrepresented Players to confirm their availability for a hearing on 22, 23 and 26 November 2021
- h. Email from the ITIA dated 3 November 2021 forwarding an email from me urging the Unrepresented Players to provide witness statements in accordance with previous directions. In this email I stated:

“Under the procedures I have adopted, I required all of the parties to this hearing to set out the evidence they wished to give in statements and to set out their case in written submissions. This is important so that each party understands what the case of the other party is. None of the unrepresented players have done this. This is very unfortunate. In order to have a smooth hearing I would urge the players to do this now. If not we will have to consider how to deal with the position at the hearing.”

- i. Email from the ITIA dated 5 November 2021 asking Amine Ahouda to confirm whether he had any written submissions

11. These emails were sent to the Unrepresented Players and translated into their respective languages by ITIA. However, none of the Unrepresented Players engaged with these emails or put in evidence or written submissions.

C. The Oral Hearing

12. At the start of the oral hearing, I asked if the Unrepresented Players were present or whether they wished to make any applications in relation to the hearing. There was no response, and so far as I was aware none of the Unrepresented Players were present.
13. However, all three of the Unrepresented Players attended subsequent parts of the remote hearing. The three Unrepresented Players speak French, Spanish and Arabic respectively. There were already Spanish and French interpreters arranged; at the request of one of the Unrepresented Players the ITIA engaged at extremely short notice an Arabic interpreter to facilitate understanding of the hearing.
14. At the end of the hearing relating to the other Respondents, I permitted the Unrepresented Players to make oral submissions notwithstanding that they had not put in any written submissions or evidence. In this Decision I have taken into account the submissions they made to me. I have also had very much in mind that the burden always remains on ITIA to prove their case against each of the Respondents.
15. Evidence at the oral hearing was given by Mr John Nolan on behalf of the ITIA. Mr Nolan is the investigator who had carried out much of investigative work done by ITIA in this case. His witness statement largely consisted of explaining the background, his investigations, and his dealings and interviews with the respondents. There was very little cross-examination of his evidence. I found his evidence helpful and reliable.
16. Mr Khalil, Mr El Mesbahi and Mr Kilani all gave evidence and denied the allegations against them. On occasion they suggested that the explanation for an unfavourable result in a match which formed part of the charges against them was or might have been because of tiredness, injury or playing a much better opponent, or that the incidence of double faulting corresponding with a charge of fixing that particular game might have been problems with their serve at the time. One of the Players blamed his partner's poor performance for a particular defeat. But none of their evidence was able to grapple with the case put forward by the ITIA, dependent on transcripts of WhatsApp messages discussing their participation in fixing matches which corresponded to what actually happened in the matches. They were simply unable to explain these conversations.

D. The Charges

17. The Charges were set out in a letter from ITIA dated 15 June 2021. The letter is lengthy and obviously material to this decision. Rather than repeat it in this judgment, I annexe the letter to this decision. I refer below to numbers for individual charges contained in that letter.

E. Provisions of TACP

18. The provisions of the Tennis Anti-Corruption Program (“TACP”) principally material to this Decision are set out below. There are minor differences between TACP 2016, 2017, 2018 (depending on the year to which the offence relates) but I am not aware of any differences material to this case, save that the Sentencing Guidelines only came into effect in 2021.

C. Covered Players, Persons and Events

1. All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein as well as the Tennis Integrity Unit Privacy Policy which can be found at www.tennisintegrityunit.com.

2. It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all of the provisions of this Program and shall instruct Related Persons to comply with the Program.

D. Offenses

Commission of any offense set forth in Section D or E of this Program including a violation of the Reporting Obligations or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

1. Corruption Offenses.

a. No Covered Person shall, directly or indirectly, wager or attempt to wager on the outcome or any other aspect of any Event or any other tennis competition.

b. No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition.

c. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration for the provision of an accreditation to an Event (i) for the purpose of facilitating a commission of a Corruption Offense; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offense.

d. No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.

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

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

g. 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.

2.Reporting Obligation.

a. Players.

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

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

iii. If any Player knows or suspects that any Covered Person has been involved in an incident described in Section D.2.b. below, a Player shall be obligated to report such knowledge or suspicion to the TIU as soon as possible.

iv. A Player shall have a continuing obligation to report any new knowledge or suspicion regarding any Corruption Offense, even if the Player's prior knowledge or suspicion has already been reported.

Section G.3.a: "The PTIO... shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offense by a preponderance of the evidence." j.

Section G.3.c: "The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO."

H.1: “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:

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 for participation in any event organized or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) and Section D.2¹ ineligibility for participation in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility...”

F. Jurisdiction

19. Dr Adyel submitted that I had no jurisdiction over a number of the Respondents to the extent that they were minors, in some cases being under 18 at the time of the alleged offences.

20. Dr Adyel relied heavily on the UN Convention on the Protection of the Rights of the Child. He pointed out that his clients were all minors for at least part of the period when they were alleged to have committed offences. He pointed out that, although the TACP is governed by Florida law, the US had signed the Convention. He submitted that Florida domestic law was thus automatically excluded or overridden and the provisions of the Convention relating to the protection of the best interests of the child must be applied.

21. He also objected to the description of the players as “professional” tennis players. He submitted that this was an erroneous description for them. They were, at least so far as his clients were concerned, students on US sports scholarships who had played in tournaments in their youth, usually as a result of receiving wild cards.

22. The Respondents each registered for an ITF IPIN and signed the Player Welfare Statement in the relevant years: 2016, 2017 and 2018 as set out below. When registering for the ITF IPIN, the Respondents confirmed their agreement to adhere to the relevant rules, which expressly include the TACP. Where the Respondents were minors, on a number of occasions a parent or guardian signed on their behalf.

¹ In the 2018 TACP the words “and Section F” were added here

23. The relevant dates are:

a. *Amine Ahouda*, DOB 11 September 1997, registered and paid for an ITF IPIN from 2011 through to 2019. He undertook the online Tennis Integrity Protection Program (TIPP) on 3 July 2015 and 5 April 2017.

b. *Anas Chakrouni*, DOB 26 August 1999, registered and paid for an ITF IPIN from 2015 through to 2019. On 13 February 2017, whilst he was still a minor, the IPIN was signed by [REDACTED]. Anas undertook TIPP on 24 October 2015, 11 July 2017 and 7 April 2021.

c. *Ayoub Chakrouni*, DOB 10 June 1991, registered and paid for an ITF IPIN from 2013 through to 2021. He undertook TIPP on 8 January 2014, 22 March 2017 and 3 April 2021.

d. *Mohamed Zakaria Khalil*, DOB 18 July 1999, registered and paid for an ITF IPIN from 2011 through to 2018. On 4 April 2017, whilst he was still a minor, the IPIN was signed by [REDACTED]. He undertook TIPP on 18 February 2016, 16 March 2017 and 16 May 2017.

e. *Soufiane El Mesbahi*, DOB 22 February 2001 registered and paid for ITF IPIN from 2013 to 2019. He undertook TIPP on 18 March 2017 and 21 July 2017.

f. *Yassir Khalil*, DOB 10 August 2000 registered and paid for an ITF IPIN from 2013 to 2019. On 12 February 2017, whilst he was still a minor, the IPIN was signed by [REDACTED]. He undertook TIPP on 23 October 2016 and 20 June 2019.

24. In order to be eligible to compete in tournaments organised by the ITF, players must sign up for an ITF IPIN. In doing so, each player confirms their agreement to comply with the relevant rules. It is irrelevant whether a player intends to compete as a professional tennis player or simply competes in a tournament as a one-off;

25. In the case of minors, the minor's parents or legal guardians are required to sign the IPIN on the minor's behalf (as occurred in this case, as set out above).

26. The ITIA submit that as a matter of Florida law, where a contract is signed by a parent or legal guardian it binds the minor subject to limited inapplicable exceptions. Thus in *Global Travel Marketing, Inc. v. Shea*, 908 So.2d 392 (Fla. 2005) the Florida court upheld the validity of a contract containing an arbitration provision signed by a mother whose child was later killed during an African safari. On turning 18, under Florida law, a minor can choose whether to affirm or avoid a contract. It is not clear whether that would be possible in relation to tournaments which have already been

completed (as opposed to those in future) but in any event none of the Players took any steps to avoid the contracts created by signature of IPIN.

27. The ITIA submit that to the extent that the Players were minors at the time of commission of the offences, they were nevertheless bound by their signatures on the IPIN, or those of the parent or guardian who signed on their behalf. In any event, submit ITIA, they ratified the contracts concluded by the IPIN on turning 18 by:

- a. continuing to play in tournaments
- b. continuing to sign the IPIN thereafter

28. Further, the ITIA submit that by participating in tournaments, they automatically agreed to be bound by the TACP under provision TACP C1.

29. The UN Convention on the Protection of the Rights of the Child contains provisions for the protection of the interests of children. However

- a. the Convention does not preclude children from agreeing to legal agreements
- b. the Convention has not been applied in such a manner as to enable minors to compete in professional sport without being bound by the rules of the sport

30. Reference was also made to the NCAA rules, but they have no bearing on the present proceedings.

31. In respect of one of the IPINs, Mr El Mesbahi said that although it appears to have been signed by his father, his father had told him he had not signed the IPIN in 2017. We have no witness statement from his father and we do not know whether his father was shown what appears to be his signature. I am thus not prepared to accept that evidence as correct, but in my judgment it would make no difference for the reasons set out in this section of my Decision.

32. Minors often compete in high-level national and international sports. It is inconceivable that they should be able to do so without being bound by the regulatory rules of the sport, including the consequences of breaching those rules. It would be an absurd result if simply in consequence of being a minor, a competitor could take free of the regulatory and disciplinary rules that are an essential part of the regulation of sport. Is it suggested, for example, that if a 17 year old athlete was found to have taken a prohibited substance it would be impossible to apply the doping rules? I am satisfied that Florida law does not compel such a conclusion, nor does the Convention.

33. In respect of each of the Players, in my judgment, there is nothing in the Convention which relates to contractual rights or which affects the position in Florida law which is applicable. As a matter of Florida law, whichever of the various legal routes relied upon by the ITIA is applicable, whether by

signature of a parent or guardian, ratification, or simply by continued participation, I am satisfied that the TACP are binding on each of the Players both before and after they reached the age of 18.

G. Standard of proof

34. In accordance with the TACP G3, the standard of proof is the balance of probabilities. I apply that standard.

35. Dr Adyel emphasised the importance of giving the benefit of the doubt in sporting cases to the player. I have taken that into account.

H. The case brought by the ITIA

36. The ITIA relies primarily on evidence obtained from the Belgian authorities in the form of telephone messages between the corruptors (■■■ and YR) in which they discuss fixing matches involving the Players, together with Moneygram transfers evidencing payment of the sums the messages show were agreed in return for the fixes, and Facebook messages between ■■■ and Ayoub Chakrouni in July to September 2016 and August 2018 that discuss fixing certain of the Players' matches.

37. ITIA say the Players' involvement in the fixes agreed between the corruptors is evident from the following:

- a. the messages contain frequent references to ■■■ and YR liaising and conferring with the Respondents about what aspects of their matches the Respondents were prepared to fix and the negotiation of payment;
- b. the scores in the fixed matches are consistent with the aspects of the match that the messages show that the Players had agreed to fix and in certain cases the Players' performances provide further support (in the form, for example, of double faults); and
- c. the messages between the corruptors refer to each Player more than once, which indicates that the Players in fact agreed to cooperate with the corruptors (because had the relevant Players not followed through with the fix, the corruptors would not have continued to discuss fixing matches involving that Player).
- d. on a number of occasions betting alerts showing unusual patterns of betting provide supporting evidence

e. the ITIA also point out that, given the terms of the messages, if the corruptors had been told by any of the Players that they were not interested, they would not have continued to discuss fixing matches in relation to such Players.

I. Approach to the evidence

38. In general, with the exception of Ayoub Chakrouni, there is no direct evidence which links the Players to the WhatsApp messages. Each of the Players said in evidence that they did not know [REDACTED] and most said they had not seen YS for many years.

39.. However, whilst in one sense the ITIA's case may be said to be based on circumstantial or indirect rather than direct evidence, it is nevertheless in general very powerful evidence:

- a. there is direct evidence of match fixing between the parties to the WhatsApp and Facebook messages;
- b. the WhatsApp and Facebook messages refer to each of the Players and discuss fixing matches played by each of the Players;
- c. It is obvious in many cases that the parties to the conversations are in touch with the Players. They refer to discussions they have had with the Players, they refer to counter-offers by the Players, and comments or views on the fixes expressed by the Players, they often are discussing bets with the relevant matches going on in the background (which can be established from the timing of the messages checked against the match timing);
- d. the evidence shows a correlation between the fixes and the scores: in other words, a fix for (say) the sixth game of the [REDACTED] set, and the result which reflects the fix;
- e. there is also evidence of MoneyGram transfers being made in accordance with the sums discussed on calls, albeit there is no evidence of receipts by the Players;
- f. there are a number of betting alerts which show unusual betting which corresponds with the fix;

40. Each of the Players denied any involvement in match fixing. They pointed out that the ITIA had no direct evidence (apart from Ayoub Chakrouni) and have no direct evidence from the phones of the Players. The ITIA said that the interviews were carried out remotely and thus it was impractical to obtain downloads from the Players' phones. Some of the Players said they had made social media accounts available to the ITIA.

41. None of the Players were able to offer any explanation for the detailed discussions between [REDACTED] and YR referring to the individual participation of the Players in the fixes. These transcripts provide compelling evidence against each of the Players. Moreover, the correspondence between what is agreed

on the transcript and what is actually happening, and the results, plus the unusual betting alerts, are also hugely powerful evidence.

42. That said, I recognise that caution is required in relying on evidence of a discussion between A and B as evidence against C. These are third party conversations when oral evidence has not been given by the direct participants. However powerful the exchanges appear to be, and however difficult it is to imagine innocent explanations, sometimes misunderstandings may have occurred, particularly in relation to proposed fixes which did not in the event occur. I have therefore, bearing in mind in particular the submissions of Dr Adyel, taken a generous view towards the Players in drawing conclusions in any case where there might be said to be any room for doubt.

J. Approach to sanctions

43. The individual analyses of the case against each Player are set out below. It will be apparent from what is set out below that in relation to each Player I find some charges proved.

44. I explain in relation to each Player individually the sanction that I have imposed. I have sanctioned in accordance with 2021 Sanctioning Guidelines. The following general points apply.

45. Match fixing is an extremely serious offence. In relation to the Players, there can be no doubt of the seriousness of the offences they committed. It is inappropriate to sentence separately for individual offences given the number of offences charged; what is important is the totality of the offences proved in each case and an assessment of their overall seriousness and therefore I impose a single sanction for each Player in relation to the totality of offences relating to that individual.

46. The ITIA draw a distinction in their submissions between the first three Players and the fourth to sixth Players. Their submission is that the culpability of the first three Players is greater because they solicited or offered money to other players to fix matches. I do not entirely agree with this classification on the facts of these cases. Firstly, to some extent the submission assumes that the ITIA succeed on all the charges brought, which does not reflect my findings. Secondly, I regard the case of Mr Ayoub Chakrouni as the most serious, given the evidence before me as to his direct involvement in corrupting others, particularly given that he was much older than the other Players and therefore in a position to influence others, and I have reflected that in the sanction. Thirdly, the submission assumes that everything stated in the WhatsApp transcripts is invariably taken entirely at face value, whereas I have taken a more cautious approach. Whilst I have had to consider each charge individually, and have had to reach conclusions where charges are brought in relation to soliciting and offering money rather than merely fixing matches, I do not think that in the present case the difference in culpability as between the various Players is as marked as suggested by the ITIA, with the exception of the case of Mr Ayoub Chakrouni. Where A is doing the corrupting and B is being corrupted, in general, of course A's offence

is more serious than that of B. Save for the position of Mr Ayoub Chakrouni, I do not think the distinction in the present case is so clear cut. But if there is a fix in relation to a doubles match, that seems potentially more serious than in relation to a singles match because it involves a measure of co-ordination, conspiracy if you like, between the doubles partners.

47. It is also relevant that in each case I have found the Player to have committed multiple offences of the most serious character, and each Player has done so in circumstances not merely where they have been approached by a corruptor, but where in general they will have done so in co-operation with other Players (which is pretty well inevitable in fixing a doubles match).

48. Although I rejected the submission of Dr Adyel that I had no jurisdiction over those Players who were under 18 at the time of the offences, I regard age as material in relation to sanction and to that extent have reflected Dr Adyel's submissions in the sanctions. Some of the Players were very young at the time of the offences, and I have taken that into account in the sanction.

49. I was also shown Certificates of Good Conduct in certain cases provided by the Moroccan tennis authorities. I did not find them of assistance. Some of the Players said they had made social media accounts available to Mr Nolan. That did not seem to me to assist either.

50. I have considered whether I should also impose a financial penalty in relation to each Player. Many of the Players are on sports scholarships and although I have not been provided with evidence about means, I do not anticipate they are likely to be well off. Thus I do not seek to impose a financial payment by way of a fine as a form of punishment. However, given that it is obvious that each of the Players will have received payments for their involvement in fixes, if I do not impose a financial penalty, they will have benefited financially from their wrongdoing. The exact amount that each benefited is in many cases unclear, and it does not necessarily follow that the sums ultimately received are the same as those discussed on the WhatsApp messages. I have therefore decided that the appropriate course is to impose a financial penalty of US \$5000 for each Player and US\$10,000 for Mr Ayoub Chakrouni.

K. Amine Ahouda

51. Amine Ahouda (Mr Ahouda) is a 24-year-old tennis player from Morocco, Mr Ahouda has been registered with the ITF and paid for an IPIN every year since 30 May 2011. Mr Ahouda last signed and agreed the ITF Player Welfare Statement confirming his agreement to comply with, among other things, the TACP on 7 March 2019.

52. Mr Ahouda was one of the Unrepresented Players. He did not put in a witness statement and did not provide any written submissions. He told me that he was innocent of match fixing. He said that there was no proof against him, and that no one had the right to accuse him when he never had contact with

any person about match fixing. He said that all money he had could be justified and the ITIA had his social network account details.

53. Mr Ahouda was interviewed on 10 September 2020. Mr Ahouda explained that he has been working as a coach during the pandemic. He said he had met YR on a couple of occasions. Mr Ahouda admitted having received messages about match-fixing on two or three occasions. He also accepted that he did not report those messages to the ITIA at the time. Mr Ahouda denied having ever contrived or attempted to contrive the outcome of any matches.

A] Charges under the 2017 Program

April/May 2017 Charges under D.2.a.i (failure to report offer) (6 and 7)

54. In his interview with the ITIA on 10 September 2020 Mr Ahouda admitted that he had received offers to fix matches (i) at the [REDACTED] Tournament in [REDACTED] in April 2017 (ii) at the [REDACTED] [REDACTED] in Tunisia which commenced on [REDACTED] May 2017 but did not report them.

Based on Mr Ahouda's own admission, I find these charges proved.

[REDACTED] November 2017: charges under D.1.d (fixing)(1,2,3) charges under D.2.a.i (failure to report offer) (8,9,10)

55. On [REDACTED] November 2017, YR and [REDACTED] exchanged WhatsApp messages in respect of Mr Ahouda who was due to play that day in the [REDACTED] round of the men's [REDACTED] [REDACTED] [REDACTED] at the ITF Morocco [REDACTED] [REDACTED] Tournament. YR asked [REDACTED] whether there was a possible fix for Mr Ahouda, following which [REDACTED] took approximately five minutes before telling YR "there's nothing" so "ask him to win". [REDACTED] added "tomorrow we're doing". YR explained that Mr Ahouda was "very tired" and "that's why he wants to leave". Mr Ahouda and his doubles partner went on to win the match [REDACTED].

I do not find the evidence sufficiently clear from this that Mr Ahouda was involved in wrongdoing.

56. On 8 November 2017, [REDACTED] contacted YR on WhatsApp with an "offer" relating to the doubles match that Mr Ahouda was due to play that day in the [REDACTED] round of the men's doubles [REDACTED] [REDACTED] at the ITF Morocco [REDACTED] [REDACTED] Tournament as promised the day before. The offer was "[REDACTED] > 2000 [REDACTED] > 1500". YR replied "Okay, I'll see him". YR added that "he's doing it on his own" and "the other one can't know about it". [REDACTED] said, "I understand" and "just lose [REDACTED]-

■". YR explained that "it's hard... to be all alone and lose ■■■ YR asked ■■■ to "give [him] a break promotion too". ■■■ stated that would be "tough". Just over an hour later YR informed ■■■ that "we're cancelling the one in Ahouda". Mr Ahouda and his doubles partner went on to win the match ■■■ ■■■

I do not find the evidence sufficiently clear from this that Mr Ahouda was involved in wrongdoing.

57. On 9 November 2017, YR informed ■■■ on WhatsApp that Mr Ahouda was now in the semi-finals of the men's doubles ■■■ at the ITF Morocco ■■■ ■■■ Tournament. YR asked "What's the offer." ■■■ responded that "there's not much he can do on his own". ■■■ then stated "let's get a set score". YR then replied "I'm gonna ask him" and "explain to him if he finds it difficult... we're cancelling". YR then asked, "What's the offer for score set?" ■■■ replied, "■■■ if 1-1. ■■■ if ■■■ ■■■ 1500 + 500". Just under two hours later, and not having received a response, ■■■ asked YR whether they should "drop it". YR said "yeah, yeah" and explained that it was "very complicated on its own". Mr Ahouda and his doubles partner went on to win the match ■■■ ■■■ ■■■

I do not find the evidence sufficiently clear from this that Mr Ahouda was involved in wrongdoing.

■■■ November 2017: charges under D.1.d (fixing) (4 ,5) charges under D.2.a.i (failure to report offer) (11,12)

58. On 13 November 2017, YR contacted ■■■ by WhatsApp about a match that Mr Ahouda was due to play that day in the ■■■ round of the men's singles ■■■ at the Morocco ■■■ ■■■ Tournament. YR said, "I've got the Ahouda amine match" and that Mr Ahouda was "far stronger" than his opponent. ■■■ replied that today "Morocco's not so good". Just over an hour and half later ■■■ told YR "No, not good this game" but "we'll see about the next one". Mr Ahouda went on to win the match ■■■

I do not find the evidence sufficiently clear from this that Mr Ahouda was involved in wrongdoing.

59. On 16 November 2017, ■■■ and YR discussed a match that Mr Ahouda was due to play that day in the men's doubles third round at the ■■■ Morocco ■■■ ■■■ Tournament by WhatsApp. ■■■ said, "Ahouda double". YR asked, "What can he do to me?" ■■■ stated, "■■■ + ■■■ in both sets. 1500 + 500". YR responded that "he can't do this alone". YR also stated

that he would “check with him”. [REDACTED] then made two further offers: “[REDACTED] > 1000 + 500” and [REDACTED] set > 500 > 500”. YR then sought to clarify whether the offer involved breaks of serve and if so, “what game”. [REDACTED] responded, “no, I don’t have a break on this game”. Around three hours later, [REDACTED] told YR that the bet was “cancelled”. Mr Ahouda and his doubles partner went on to lose the match [REDACTED] [REDACTED]

I do not find the evidence sufficiently clear from this that Mr Ahouda was involved in wrongdoing.

B) Charges under the 2018 Program

[REDACTED] 2018 Charge under D.1.d (fixing) (13) D.2.a.i (failure to report offer) (23)

60. On [REDACTED] January 2018, YR said to [REDACTED] on WhatsApp, “I’ve got two games tomorrow in Tunisia”. YR added, “Ahouda and a double girl”. The following day, Mr Ahouda was due to play in the [REDACTED] round of the men’s singles [REDACTED] at the Tunisia [REDACTED] [REDACTED] Tournament. YR informed [REDACTED] that “Ahouda he has 4 [REDACTED] this year plus [REDACTED] prize [REDACTED] [REDACTED] WC”. YR added, “MUST make him a good offer... we’re having a good year with him”. [REDACTED] replied, “Explain to him well if he stays with us... he’ll be happy”. YR then stated that Mr Ahouda “has WC [wild cards] in all the [REDACTED] [REDACTED] [REDACTED] and YR then discussed that Mr Ahouda was due to play early in the morning. YR said, “I’m waiting for the offer”. [REDACTED] asked if YR had “telegram” (a secure communication app). YR then confirmed that he would “talk to [REDACTED] about telegram in an hour and a half”. It may be that the conversation continued on Telegram but we do not have transcripts.

61. On [REDACTED] January 2018, Mr Ahouda lost [REDACTED] [REDACTED] to a [REDACTED] player called [REDACTED] [REDACTED] in the [REDACTED] round of the men’s singles [REDACTED] at the Tunisia [REDACTED] [REDACTED] Mr Ahouda served at least one double fault in each of his service games in the [REDACTED] set, [REDACTED] double faults in his [REDACTED] service game of the [REDACTED] set and another double fault in [REDACTED] [REDACTED] service game.

62. On Wednesday [REDACTED] January 2018, YR told [REDACTED] on WhatsApp that “today is the day” for the “double of the girls”. This is only of indirect relevance because it shows [REDACTED] and YR discussing payment arrangements for fixes. They then discuss various fixes before [REDACTED] offered “1stbreak in both sets >500”. YR replied “Confirmed”. Around three hours later, YR asked “it’s good!?” [REDACTED] replied, “Yes... 3.5 total... Friday... You will tell me the time”. Later that day [REDACTED] then asked, “You want in \$ or € . 3500\$ = 3000€”. YR asked [REDACTED] to “send \$400 to Tunisia” and added “3.1 when I come in euros”, “2600€ when I come”. [REDACTED] asked for the “name for the Tunisian”, to which YR responded “[REDACTED] (YR later clarified that the

name was [REDACTED] YR then asked [REDACTED] to “send to Algiers (Algeria) not Tunisia”. On 11 January 2018, [REDACTED] sent YR a MoneyGram transfer receipt showing a payment from an account in Armenia to an account in Algeria in the name of [REDACTED] [REDACTED] [REDACTED] On [REDACTED] January 2018, [REDACTED] and YR exchanged messages about meeting up at an address at an address in the [REDACTED] district of Brussels. At 5.12pm, [REDACTED] messaged YR to say, “Ok I’m coming”.

I do not find the evidence sufficiently clear from this that Mr Ahouda was involved in wrongdoing.

[REDACTED] *January 2018 2 Charges under D.1.d (fixing) (14, 15) charges under D.2.a.i (failure to report offer) (24, 25)*

63. On [REDACTED] January 2018, YR messaged [REDACTED] on WhatsApp as follows: “I’ve got Ahouda’s game tomorrow but he told me something simple to do”. The following day, Mr Ahouda was due to play in the [REDACTED] round of the men’s singles [REDACTED] and the [REDACTED] round of the men’s doubles [REDACTED] at the Tunisia [REDACTED] [REDACTED] Tournament. [REDACTED] asked, “he wants double [or] singles?” YR replied, “Both of them”. [REDACTED] initially suggested “something easy” like “losing [REDACTED] before asking, “set score he won’t?” YR replied, “I’ll ask him”. YR then confirmed, “He wants to go [REDACTED] An hour later, YR asked whether [REDACTED] “had the offer for Ahouda” because “he doesn’t take his phone with him for security reasons”. The following morning, at 8.05am, [REDACTED] told YR, “I got nothing for Ahouda today”. Mr Ahouda went on to lose his singles match in straight sets. [REDACTED] [REDACTED] and his doubles match [REDACTED] [REDACTED]

I do not find the evidence sufficiently clear from this that Mr Ahouda was involved in wrongdoing.

[REDACTED] *March 2018: Charge under D.1.d (fixing), (16) charge under D.2.a.i (failure to report offer) (26)*

64. On [REDACTED] March 2018, YR told [REDACTED] on WhatsApp that he had a “good game tomorrow” involving Mr Ahouda in France. The following day, Mr Ahouda was due to play in the [REDACTED] round of the men’s singles [REDACTED] at the France [REDACTED] [REDACTED] Tournament. [REDACTED] said that the “site under maintenance” and asked YR to check back later. On the morning of 20 March 2018, YR asked [REDACTED] for an update. [REDACTED] said, “Nah, bro, I ain’t got nothing for this one”. Mr Ahouda went on to lose the match [REDACTED]

I do not find the evidence sufficiently clear from this that Mr Ahouda was involved in wrongdoing.

████ April 2018: Charges under D.1.d (fixing) (17, 18, 19) Charge under D.1.e (soliciting fix) (20) D.1.f (accepting money for fixing) (21) D.1.g (offering money for fix) (22) charges under D.2.a.i (failure to report offer) (27, 28, 29, 30) Charge under D.2.a.ii (failure to report offence by another) (31)

65. On █ April 2018, YR wrote to █ on WhatsApp as follows: “I have a █ game”. YR identified the game as “████████████████████”, adding “Ahouda”. The following day, Mr Ahouda was due to play in the █ rubber of the match between ██████████ at the ██████████. █ noted that Mr Ahouda was due to play “a fucking good guy” and asked, “you think he’ll want cmb for a █ in the █ set?”. YR replied, “make me a nice offer and tell me”. Later in the conversation, █ told YR to tell Mr Ahouda “to tell absolutely no one”. █ then offered “1e: █ > 3500 + 500”. YR replied, “wait, I’ll telling him”, then, one minute later, “he’s asking for the breaks”. █ replied, “impossible”. █ then explained that “because the quota is low, you have to bet big to make money”. Another minute later, YR said “he finds █ very risky”, adding “like in relation to his coach” and “cause he’s playing for the country”. YR then explained, “he asks 4500 for the █ he says he will do it no less than that, yes he doesn’t want to win but at least he plays down because he plays for the country... and that he won’t tell anyone”. █ and YR then discussed the commission, eventually agreeing “4.5 total”. YR then confirmed that Mr Ahouda “wanted 4.5, I told him, take 4.0, that’s fine”, following which Mr Ahouda “told [YR] okay”. YR added, “I promise you, no one has the information... he deleted everything”.

66. The following morning, YR and █ exchanged further messages about the fix. YR confirmed, “█ first he’ll respect that”. Mr Ahouda then went on to lose the match █ █

67. In the evening of █ April 2018, █ informed YR that he would call him “and explain everything”.

68. On █ April 2018 █ sent YR a further message stating “I wait the names”. YR then gave two names, █ █ and █ █ On █ April 2018, █ sent YR photographs of two MoneyGram transfer receipts, one relating to a payment in the sum of \$2,500 to an account in Morocco belonging to █ █ and the other in the sum of \$2,000 to an account in Morocco belonging to █ █ The payments were both made from an account in Armenia belonging to an individual called █ █ who made at least seven other payments in connection with match-fixing at the request of █

The detail contained in the messages, including details of the fix contained in the messages and the result consistent with the fix plus the payment arrangements consistent with the fix are sufficient evidence that I find proved all the charges in relation to this match. It is impossible to explain or make sense of the WhatsApp messages unless Mr Ahouda was fully involved in the fix. The transcripts evidence

that Mr Ahouda was involved in the negotiation of the fix, soliciting, making and receiving offers through YR. If there was a fix, it must have been for money and the payment arrangements support this.

69. On [redacted] April 2018, [redacted] sent YR a message on WhatsApp as follows: “I have an offer for agouda [sic] Single 1e set: [redacted] 3000 + 1000, [redacted] > 2500 + 500”. [redacted] was due to play another rubber of its [redacted] [redacted] group match against [redacted] that day. YR told [redacted] that Mr Ahouda was “offline” but he was “waiting for him to answer”. Three minutes later YR told [redacted] that “he’s not the one playing” because the “team captain’s going to play a substitute”. YR added, “I just talked to him”.

To the extent that a separate charge relates to this (28), I do not find the evidence sufficiently clear from this that Mr Ahouda was involved in wrongdoing in this regard.

70. On [redacted] April 2018, YR asked [redacted] by WhatsApp to “make me the offer ahouda [redacted] [redacted] Mr Ahouda was due to play in the [redacted] round of the men’s singles [redacted] at the [redacted] Tournament in [redacted] the following day against the [redacted] player [redacted] [redacted] [redacted] gave YR various options, one of which was “[redacted] in the two sets > 5000 + 2000”. At 7.52am on the following day, YR replied “Confirmed [redacted] of the two sets”. [redacted] replied, “ok... confirmed”. [redacted] added, “Please ask him not to start with a double fault” to which YR replied “Ok”. [redacted] then said, “please ask him to play nice” to which YR replied that Mr Ahouda “wants to play hard” because the match would be televised and his family were present, adding that “that’s why he won’t go [redacted] Mr Ahouda went on to lose the match [redacted] [redacted] Mr Ahouda lost his [redacted] game in both sets. Almost immediately after Mr Ahouda lost his [redacted] [redacted] game in the [redacted] set, [redacted] sent a “thumbs up” emoji to YR on WhatsApp.

71. On 10 April 2018, the ITIA were informed of suspicious betting activity on this match by seven different betting operators and betting analytics companies. There was unusual betting on the fifth game of the [redacted] set and the sixth game of the [redacted] set. Some of the betting alerts received by the ITIA related to bets from new accounts, others unusual sums of money.

I find proved all the charges in relation to this match. It is impossible to explain or make sense of the WhatsApp messages unless Mr Ahouda was fully involved in the fix. The betting alert evidence is very strong on this match.

72. In a separate exchange of WhatsApp messages on [redacted] April 2018, YR told [redacted] that he “has a double [redacted]”. YR added, “Ahouda / [redacted] he’s playing tomorrow”. Mr Ahouda and his doubles partner [redacted] [redacted] were in fact due to play in the [redacted] round of the men’s doubles [redacted] at the [redacted] Tournament in [redacted] on [redacted] April 2018. On [redacted] April 2018, [redacted] sent YR a message containing various offers, including: “[redacted] in the two sets > 3000 + 1000”. YR said, “Okay, I’ll check with him”. The following morning ([redacted] April 2018), YR said to [redacted] that “he asked me for a set score, too” which [redacted] duly provided. YR said, “Okay I’m transmitting”. Around two hours later, YR told [redacted] that “its confirmed the breaks... [redacted] both sets”. YR then told [redacted] that Mr Ahouda and Mr [redacted] would in fact prefer to “go [redacted] [redacted] set”. YR explained that “[redacted] is wounded and the other one can’t move”. [redacted] initially refused before eventually offering “6.0 K for the [redacted] and 1.0 for you”. [redacted] promised that “the money, they’ll get it fast” before YR eventually confirmed “Ok confirmed”. [redacted] then clarified, “1stset: [redacted] YR replied, “Yes”. [redacted] and YR then discussed handing over the money the following day. [redacted] asked YR whether he would prefer “14K in \$” or “11.5 €”. YR stated that “Euro is better”. Mr Ahouda and Mr Idbmarek went on to lose the match [redacted] [redacted]. Almost immediately after the [redacted] set concluded, YR sent a “smiley face” emoji to [redacted] who replied, “Yes, bro”. [redacted] then sent YR a message saying, “Tomorrow 2pm in front of [redacted]... He’s gonna be at the door”.
73. On [redacted] April 2018, the ITIA were informed of suspicious betting activity on this match by four betting operators and betting analytics companies. The suspicious patterns included betting on the [redacted] game of the [redacted] set and the sixth game of each of the [redacted] and the [redacted] set and the result of the [redacted] set.

I find proved all the charges in relation to this match. It is impossible to explain or make sense of the WhatsApp messages unless Mr Ahouda was fully involved in the fix. Moreover, the messages indicate that both he and Mr Idbmarek were involved in the fix which must have been the case given that it was a doubles match, and that they were both soliciting and negotiating the fix. The betting alert evidence is very strong on this match.

C]Amine Ahouda: summary

74. I have given Mr Ahouda the benefit of the doubt in relation to a number of the charges. However, I find the charges proved in relation to the matches on 7 April 2018 and 9 April 2018 (singles and doubles) as well as the April/May 2017 failure to report charges. Thus I find proved charges 6-7, 17-22 , 27 and 29-31

DJ Sanction

75. I propose to sanction in accordance with ITIA 2021 Sanctioning Guidelines.

In relation to Mr Ahouda:

- a. Match-fixing is a matter of utmost seriousness, going to the heart of integrity in tennis.
- b. These offences have a very significant impact on the reputation and integrity of the sport.
- c. I have found Mr Ahouda guilty of four different sets of offences over three distinct time periods.
- d. Where the fix relates to a doubles match, that involves involvement of another (ie the doubles partner) which is potentially more serious.
- e. Mr Ahouda was not a minor; he was older than the other Players apart from Mr Ayoub Chakrouni.
- f. The sums involved are significant but not huge; however, by fixing matches Mr Ahouda enabled others to make money, either as intermediaries or on bets.
- g. There is no suggestion of remorse, on the contrary Mr Ahouda continued to deny the allegations throughout (save for the April/May 2017 failure to report charges)

76. I propose to order a single sanction, taking into account all the offences proved.

77. I regard this offending as Category 1 as to impact, with medium to high culpability.

78. I order an 11 year suspension plus a financial penalty of US\$5000.

L. Anas Chakrouni

79. Anas Chakrouni is a 22-year-old tennis player from Morocco. Anas Chakrouni is a cousin of the Third Player, Ayoub Chakrouni. Anas Chakrouni has been registered with the ITF and paid for an IPIN every year since 28 September 2015. Anas Chakrouni last signed and agreed the ITF Player Welfare Statement confirming his agreement to comply with, among other things, the TACP on 16 January 2019.

80. Anas Chakrouni was interviewed on 21 September 2020. He explained that he has been working as a coach during the pandemic. Anas Chakrouni denied having committed any Corruption Offences.

81. Anas Chakrouni was not represented before me. He did not put in a witness statement or written submissions. He told me that he denied the allegations against him.

AJ Charges under the 2017 Program

■ July 2017 Charge under D.1.d (fixing) (1) D.2.a.i (failure to report offer) (4) D.2.a.ii (failure to report offence by another) (7)

82. On ■ July 2017, ■ sent YR a screenshot on WhatsApp identifying a match involving Anas Chakrouni that was due to be played that day in the ■ round of the men's doubles ■ at the ■ Tournament in Morocco. Anas Chakrouni was due to partner the Fifth Respondent, Soufiane El Mesbahi (Mr El Mesbahi), in the match. ■ made various offers including, "■ break in both sets > 800 + 500". YR said, "I'll pass it along". Around 45 minutes later, ■ asked YR whether he had "heard anything". YR replies "Yes". Anas Chakrouni and Mr El Mesbahi went on to lose the match ■ They lost their ■ game in both sets (Mr El Mesbahi served the pair's ■ game in the ■ set and Anas Chakrouni served the pair's ■ game in the ■ set).

83. The ITIA has identified screenshots on ■ iPhone of two different ■ accounts displaying the Chakrouni/El Mesbahi doubles match (both accounts were registered to individuals in Bulgaria). These accounts were used to place bets on Anas Chakrouni and Mr El Mesbahi to lose the sixth and twelfth games (i.e, Anas Chakrouni and Mr El Mesbahi's ■ games in each set). Further, shortly after the twelfth game YR sent ■ two "thumbs up" emojis. ■ responded, "Yes... you have 1.3 with me". On 31 July 2017, ■ informed YR that, "you got 1.3 + 1.5 = 2.8". On 3 August 2017, YR sent ■ the name ■ On 13 August 2017, ■ sent YR a Moneygram transfer receipt showing a payment of \$2,800 to ■ by an individual called ■ who appears to have been responsible for at least six other Moneygram payments in connection with match-fixing involving ■

The combination of the detail of the fix for the ■ game in each set on the WhatsApp messages, the correspondence between the fix and losing of the service games involved, including the double faults served in the relevant games, provides powerful evidence. I find all these charges proved.

■ November 2017 Charge under D.1.d (fixing) (2) D.2.a.i (failure to report offer) (5)

84. On ■ November 2017, ■ asked YR on WhatsApp to "let me know if anyone's interested". YR then provided various names (including the Fourth, Fifth and Sixth Players) before ■

asked, “Double Chakrouni?” Anas Chakrouni was due to play later that day in the [REDACTED] round of the men’s doubles [REDACTED] at the [REDACTED] [REDACTED] Tournament in Morocco. YR stated that “Chakrouni is the only one who knows about it... so breaks”. [REDACTED] then offered “[REDACTED] break in both sets > 700 + 300” [REDACTED] made another offer relating to one set for half the fee. YR responded a few minutes later, “Double that’s confirmed”. [REDACTED] and YR then discussed and agreed fixes relating to five other matches that day. At 3.57pm, [REDACTED] sent YR a summary of their agreements which included “Chakrouni double, 1.0”. The total payment for the six matches was agreed to be €10,500. Anas Chakrouni and his partner, [REDACTED] [REDACTED] [REDACTED] (Mr [REDACTED] went on to lose the match [REDACTED] [REDACTED] losing the [REDACTED] game in both sets. Anas Chakrouni served two double faults in their [REDACTED] game of the [REDACTED] set. On [REDACTED] November 2017, YR supplied [REDACTED] with four names of individuals to whom monies were to be transferred. Later that day, [REDACTED] sent YR photographs of four Moneygram payment receipts showing payments totalling \$10,500 to accounts in the names of the individuals identified by YR earlier that day.

The combination of the detail of the fix and payments for the [REDACTED] game in each set on the WhatsApp messages, the correspondence between the fix and losing of the service games involved, including the double faults served in the relevant games, provides strong evidence. I find all these charges proved.

[REDACTED] *November 2017 Charge under D.1.d (fixing) (3) D.2.a.i (failure to report offer) (6) D.2.a.ii (failure to report offence by another) (8)*

85. On [REDACTED] November 2017, YR sent [REDACTED] a screenshot by WhatsApp identifying a doubles match involving Anas Chakrouni later that day. YR commented, “I have this double”. The match was the [REDACTED] round of the men’s doubles [REDACTED] at the [REDACTED] Morocco [REDACTED] [REDACTED] Anas Chakrouni’s partner was the Fourth Player, Mohamed Zakaria Khalil (Mr Khalil). [REDACTED] offered “[REDACTED] break in both sets > 700 + 300” for Anas Chakrouni and Mr Khalil to lose their [REDACTED] [REDACTED] game in both sets). YR said, “Okay, I’ll confirm”. Around two hours later, YR asked, “How much break [REDACTED] set plus [REDACTED] [REDACTED] set”? [REDACTED] replied, “I don’t need it” following which YR said, “Ok... confirmed... It’s good”. [REDACTED] clarified that the deal was “third break in both sets” and YR said, “Yes”. Anas Chakrouni and Mr Khalil went on to lose the match [REDACTED] They lost their [REDACTED] game in both sets to love. Mr Khalil served a double fault in the [REDACTED] point of their [REDACTED] game in the [REDACTED] set and Anas Chakrouni served two double faults in their [REDACTED] game of the [REDACTED] set. It is apparent from the WhatsApp messages that the messengers are following the match closely. The match ended at 3.46pm. Almost immediately after the match, [REDACTED] told YR “Okay, you got 1.2”.

86. YR then proceeded to fix another match on the following day for a total fee of \$2,200. On 18 November 2017, YR supplied [REDACTED] with two names, [REDACTED] [REDACTED] and [REDACTED] [REDACTED] to receive money transfers totalling \$3,400 (being \$1,200 for the fix involving Anas Chakrouni and \$2,200 for the other fix). On 20 November 2017, [REDACTED] sent YR two messages stating that \$1,700 had been sent by Moneygram transfer from an account in Belgium to [REDACTED] [REDACTED] in Morocco. [REDACTED] also said that “the other I’m gonna do sometime this week”. On 22 November 2017, [REDACTED] sent YR a photograph of a Western Union transfer receipt in the sum of \$1,700 from an account in Bulgaria to [REDACTED] [REDACTED] in Morocco.

The combination of the detail of the fix and payments for the [REDACTED] game in each set on the WhatsApp messages, the correspondence between the fix and losing of the service games involved, including the double faults served in the relevant games, provides strong evidence. I find all these charges proved.

B] Charges under the 2018 Program

■ *July 2018 Charges under D.1.d (fixing) (9) D.1.e (soliciting another to fix)(10) D.1.f (accepting money) (11) D.1.g (offering money) (12) D.2.a.i (failure to report offer)(13) D.2.a.ii (failure to report offence by another) (14)*

87. In December 2018, the ITIA obtained records of telephone relating to calls between a [REDACTED] professional tennis player called [REDACTED] [REDACTED] [REDACTED] (Mr [REDACTED] and an individual who is believed to be a tennis corruptor, [REDACTED] [REDACTED] [REDACTED] (Mr [REDACTED] [REDACTED] During the calls (which took place on 11, 16 and 20 August 2018), Mr [REDACTED] indicated that he had fixed a match with Anas Chakrouni. Mr [REDACTED] stated that the initial fix was for \$5,000 but problems with the in-match betting results resulted in a fee for Anas Chakrouni and Mr [REDACTED] of \$2,500. Mr [REDACTED] alleged that Anas Chakrouni had agreed to collect the money on his behalf but had never paid him. In another call, Mr [REDACTED] [REDACTED] offered to pay Mr [REDACTED] €1,000 himself. On 11 June 2019, Mr [REDACTED] made a statement to a criminal court in [REDACTED] He told the court that he played Anas Chakrouni in the [REDACTED] round of the men’s singles [REDACTED] [REDACTED] at the [REDACTED] Morocco [REDACTED] Tournament on [REDACTED] July 2018. Mr [REDACTED] said that Anas Chakrouni asked him to lose at least one set. Mr [REDACTED] claimed that he believed Anas Chakrouni was asking him as a favour because without winning at least one set he would not qualify for other tournaments without making payments. Mr [REDACTED] denied having reached any agreement with Anas Chakrouni relating to payment. He also claimed that he only learned

after the match that Anas Chakrouni and Mr [REDACTED] [REDACTED] had won money through illegal bets placed on the match. He said that he felt outraged and justified his reference to not being paid to fix the match by saying that he asked Mr [REDACTED] [REDACTED] to pay him €1,000 because he was outraged when he found out the match had been fixed.

The evidence in support of these charges amounts largely consists of the evidence of Mr [REDACTED]. I do not think the contemporaneous conversation transcripts are unequivocal and overall I am not satisfied the evidence is sufficient and dismiss the charges in relation to this.

C/ Anas Chakrouni: Summary

88. I find all the 2017 charges proved (Charges 1-8) but dismiss the 2018 charges.

D/ Sanction

89. I base the sanction on the ITIA 2021 Guidelines. I propose to sanction in accordance with ITIA 2021 Sanctioning Guidelines. In relation to Mr Anas Chakrouni:

- a. Match-fixing is a matter of utmost seriousness, going to the heart of integrity in tennis.
- b. These offences have a very significant impact on the reputation and integrity of the sport.
- c. I have found Mr Anas Chakrouni guilty of a series of offences in 2017 on three separate occasions.
- d. Whilst in relation to each match there are multiple offences, the most serious part of these offences is fixing matches for money.
- e. Where the fix relates to a doubles match, that involves involvement of another (ie the doubles partner) which is potentially more serious.
- f. The sums involved are significant but not huge; however, by fixing matches Mr Anas Chakrouni enabled others to make money, either as intermediaries or on bets.
- g. There is no suggestion of remorse, on the contrary Mr Anas Chakrouni continued to deny the allegations throughout.
- h. Mr Anas Chakrouni was under 18 for the first offences; he was young at the time of the offences.

90. I propose to order a single sanction, taking into account all the offences proved.

91. I regard this offending as Category 1 as to impact, with medium to high culpability.

92. I order a 10 year ban and financial penalty of US\$5000.

M. Ayoub Chakrouni

93. Ayoub Chakrouni is a 29- year-old tennis player from Morocco. He differs from the other Players as being much older. He also differs from other Players in that there are messages involving him directly with [REDACTED] Ayoub Chakrouni is a cousin of the Second Player, Anas Chakrouni.
94. Ayoub Chakrouni has been registered with the ITF and paid for an IPIN every year since 8 August 2011. Ayoub Chakrouni last signed and agreed the ITF Player Welfare Statement confirming his agreement to comply with, among other things, the TACP on 4 March 2021.
95. Ayoub Chakrouni was interviewed by John Nolan through an interpreter on 2 July 2020. Ayoub Chakrouni confirmed his intention to continue playing professional tennis in the future. He explained that he also works as a paid coach. Ayoub Chakrouni denied having committed any Corruption Offences.
96. Ayoub Chakrouni was not represented at the hearing. He did not put in a witness statement or written submissions. He said he had no connection with [REDACTED] as he had explained to Mr Nolan. He had no connection with any of the people involved in match fixing and had nothing to do with them.
97. There are messages between [REDACTED] and Ayoub Chakrouni on Facebook between 28 July 2016 and 13 September 2016 and 30 July 2018 and 8 August 2018.

A] Charges under the 2016 Program

[REDACTED] *August 2016 (Charges: D.1.d (Fixing) (1), Charges D.2.a.i (failing to report approach) (2,3)*

98. On [REDACTED] July 2016, [REDACTED] told Ayoub Chakrouni via Facebook that he knew “a good man good money”. Then at 2.42pm on [REDACTED] August 2016, [REDACTED] told Ayoub Chakrouni, “you’re here today the match with five thousand”. Ayoub Chakrouni was due to play that afternoon in the [REDACTED] round of the men’s singles [REDACTED] at the [REDACTED] [REDACTED] Tournament in Morocco. Ayoub Chakrouni won that match [REDACTED] [REDACTED] finishing at 5.03pm. After the match, at 8.43pm, Ayoub Chakrouni sent a message to [REDACTED] as follows: “Bro Wow! 5 ??”

I do not find the evidence sufficiently clear from this that Mr Ahouda was involved in wrongdoing in this regard. Charges dismissed.

99. On [redacted] August 2016 at 3.21am, [redacted] sent Ayoub Chakrouni a message on Facebook asking, “Do you want to work... one set for three thousand 3 k one set”. Ayoub Chakrouni responded, “I lose for how much”. [redacted] clarified, “you lose for three thousand”. [redacted] then asked, “are you playing to make a set or a match?” Ayoub Chakrouni replied, “I’ll tell you tomorrow my friend”. Later on 3 August 2016, Ayoub Chakrouni played in the [redacted] round of the men’s singles [redacted] at the [redacted] [redacted] Tournament in Morocco. Ayoub Chakrouni won the [redacted] set [redacted] before going on to lose the [redacted] set [redacted] and the third set [redacted]

In relation to this match I find the failure to report charge proved as there was plainly a corrupt approach. I do not find the fixing charge proved in relation to this match.

[redacted] *September 2016 D.2.a.i (failing to report approach)(4)*

100. At 1.18am on [redacted] September 2016, [redacted] messaged Ayoub Chakrouni via Facebook as follows: “tomorrow maybe you’ll have three thousand Alright?”. Ayoub Chakrouni was due to play on 13 September 2016 in the [redacted] round of the men’s singles [redacted] of the [redacted] [redacted] Tour Tournament in [redacted] Morocco. Ayoub Chakrouni responded, “my friend... I’ll enter the game sorry”

I do not find the evidence sufficiently clear from this that Mr Ayoub Chakrouni was involved in wrongdoing in this regard. Charge dismissed.

B) Charges under the 2018 Program

[redacted] *August (Charges: 4 charges D.1.d (fixing)(5,6,7,8) charges D.1.e (soliciting fixing)(9,10,11,12) charges D.1.f (receiving money for fixing) (13, 14, 15, 16) charges D.1.g (offering money for fixing) (17,18,19,20) charges D.2.a.i (failure to report approach)(21,22,23) charges D.2.a.ii (failure to report fixing by another) (24,25,26,27)*

101. At 3.09 am on [redacted] [redacted] August 2018, Ayoub Chakrouni told [redacted] on Facebook that “there’s something [redacted] [redacted] replied, “Maindraw? Ayoub Chakrouni said “yes” and [redacted] asked “who?”. Ayoub Chakrouni then named a Moroccan player called [redacted] [redacted] who is subject to separate proceedings under the TACP (Mr [redacted] Ayoub Chakrouni also named the Sixth Player, Yassir Kilani (Mr Kilani). [redacted] told Ayoub Chakrouni, “I will let u know my friend But u will speak with them yeah?”. Ayoub Chakrouni replied, “Thank u... I already talked with him just find good offer and don’t forget me”. On 5 August 2018, Ayoub Chakrouni made a call to [redacted] via Facebook. The call lasted seven minutes. There were more calls between the pair on 6 August 2018. Ayoub Chakrouni and [redacted] then exchanged a number

of messages about Mr [REDACTED] on [REDACTED] August 2018. At 12.55am on [REDACTED] August 2018, [REDACTED] sent a message to Ayoub Chakrouni which included the words “[REDACTED] [REDACTED] 2 breaks [REDACTED] set”. [REDACTED] then asked Ayoub Chakrouni at 11.02am on [REDACTED] August 2018, “My friend [REDACTED] [REDACTED] Does he still want one break each set? The guy said is possible to do one game each set”. Ayoub Chakrouni asked, “How much 2 breaks?” After around 20 minutes, [REDACTED] replied, “Each break for 400 Total 1000 400 each break and 200 for u Ask him and tell me”. Ayoub Chakrouni then asked is “1300 is good”. [REDACTED] said, “maximum 1100 Not more”. [REDACTED] then clarified, “800 for him And 300 for y[ou].. [REDACTED] gamw serving each set”. Ayoub Chakrouni replied, “Ok... Confirmation”. In the event, Mr [REDACTED] lost his [REDACTED] service game in the [REDACTED] set but won his [REDACTED] game in the [REDACTED] set. Shortly after Mr [REDACTED] won his [REDACTED] service game in the [REDACTED] set, [REDACTED] messaged Ayoub Chakrouni as follows: “My friend He didn’t go 02 [i.e. [REDACTED]]... He did [REDACTED] [i.e. [REDACTED]]”.

102. Ayoub Chakrouni and [REDACTED] also exchanged a number of messages about Mr Kilani on [REDACTED] August 2018. At 12.56am, [REDACTED] said, “I will tell u about kilani tomorrow He plays after [REDACTED] Ayoub Chakrouni’s response was as follows: “I want those 2 matches... He’s got a match with a Moroccan... You know that I want break in the game 1 then 1 set w 1 then 2 set”. [REDACTED] sought to clarify, “So he said no set?”. Ayoub Chakrouni replied, “yes”. [REDACTED] and Ayoub Chakrouni then exchanged further messages and spoke via Facebook audio call on a number of occasions before [REDACTED] said, “Tell him Last option for kilani If he wins [REDACTED] set, He can win the match If he loses [REDACTED] set, He do [REDACTED] Ask him”. Ayoub Chakrouni replied, “Nothing my friend, he didn’t want. He wanted 1 break [REDACTED] set or the option bita3 [REDACTED] and if he wins 1 set he’ll do the same thing????”. (Mr Kilani was the opponent Mr [REDACTED] was due to play later on [REDACTED] August 2017 in the [REDACTED] round of the men’s singles [REDACTED] at the [REDACTED] [REDACTED] Tournament in Morocco). In the event, Mr Kilani lost his [REDACTED] service game in the [REDACTED] set; then took a six-minute restroom break during which time Ayoub Chakrouni missed a call from [REDACTED] Ayoub Chakrouni then sent the message “1200” to [REDACTED] who initially pushed for “1100” then said, “Man ok lets do it 1200 Lets just do it”. This was followed by a one-minute call between Ayoub Chakrouni and [REDACTED] Mr Kilani then lost his [REDACTED] service game in the [REDACTED] set before going on to lose the [REDACTED] set [REDACTED] Mr Kilani eventually won the [REDACTED] set [REDACTED]

103. [REDACTED] and Ayoub Chakrouni also discussed the Fifth Respondent, Soufiane El Mesbahi (Mr El Mesbahi) on [REDACTED] August 2018. At 12.55am, and immediately after a short conversation via Facebook audio call, [REDACTED] said, “sofian good chance man... any score”. [REDACTED] later said to Ayoub Chakrouni at 1.32am on 7 August 2018, “Sofian [i.e. Mr El Mesbahi] the guy says He must win Tomorrow and [REDACTED] he plays a seeded [REDACTED]”. Ayoub Chakrouni responded, “pff he also wants to win these 2 matches... he wants breaks...”

104. On [REDACTED] August 2018, Ayoub Chakrouni sent a message to [REDACTED] via Facebook as follows: “El Mesbahi 2 sets how much”. Mr El Mesbahi was due to play a match later that day in the [REDACTED] round of the men’s singles [REDACTED] at the [REDACTED] [REDACTED] Tournament in Morocco. After various calls via Facebook audio, [REDACTED] said, “Tell him [REDACTED] Bro”. Ayoub Chakrouni replied, “Okkk”. [REDACTED] added, “3500 total [REDACTED] [REDACTED] and Ayoub Chakrouni then spoke via Facebook audio call following which [REDACTED] said, “Confirm me fast please... [REDACTED] set [REDACTED] not [REDACTED]”

105. The messages suggest that [REDACTED] had difficulty with the betting on the match when the odds for the fix dropped and betting was suspended. [REDACTED] told Ayoub Chakrouni that he believed that Mr El Mesbahi must have talked about the fix with someone else (which could have caused someone else to bet on the fix, thereby affecting the odds). [REDACTED] called Ayoub Chakrouni via Facebook audio then sent a messaging saying, “for sure Someone put money Maybe he spoke before us to a friend Or someone”. Mr El Mesbahi went on to lose the match [REDACTED]

Unlike the charges related to the other Players , there is direct evidence of Mr Ayoub Chakrouni’s involvement. I find all the charges proved in relation to the matches referred to in this section.

C] Ayoub Chakrouni: summary

106. The evidence shows Mr Ayoub Chakrouni being directly involved in fixing matches of others. I regard his position as particularly serious.

107. I find all the charges proved in relation to [REDACTED] August 2018. In addition I find the failure to report charge proved for [REDACTED] August 2016. Charges 3 and 5-27 are proved.

D] Sanction

108. I propose to sanction in accordance with ITIA 2021 Sanctioning Guidelines. In relation to Mr Ayoub Chakrouni:

- a. Match-fixing is a matter of utmost seriousness, going to the heart of integrity in tennis.
- b. These offences have a very significant impact on the reputation and integrity of the sport.
- c. I have found Mr Ayoub Chakrouni guilty of a series of offences in 2018.
- d. Whilst in relation to each match there are multiple offences, the most serious part of these offences is fixing matches for money.
- e. The only 2016 charge I find proved was a failure to report, which is less serious.

- f. The sums involve are significant but not huge; however, by fixing matches Mr Ayoub Chakrouni enabled others to make money, either as intermediaries or on bets.
 - g. There is no suggestion of remorse, on the contrary Mr Ayoub Chakrouni continued to deny the allegations throughout.
 - h. I regard the case of Mr Ayoub Chakrouni as particularly serious, not merely because he was much older than the other Players , but also because of his position as corruptor of others rather than merely someone being corrupted.
109. I propose to order a single sanction, taking into account all the offences proved.
110. I regard this offending as Category 1 as to impact, with high culpability.
111. I order a life ban and a financial penalty of US\$10,000.

N. Mohamed Zakaria Khalil

112. Mohamed Zakaria Khalil (Mr Khalil) is a 22-year-old tennis player from Morocco. Mr Khalil has been registered with the ITF and paid for an IPIN every year since 29 August 2013. Mr Khalil last signed and agreed the ITF Player Welfare Statement confirming his agreement to comply with, among other things, the TACP on 10 December 2017. Mr Khalil is currently studying in the US on a tennis scholarship.
113. Mr Khalil was interviewed on 4 August 2020. Mr Khalil confirmed that he knows Anas Chakrouni well. He also admitted that he has met YR. Mr Khalil denied having committed any Corruption Offences.

A] Charges under the 2017 Program

November 2017 Charge under D.1.d (fixing) (1) D.2.a.i (failure to report offer) (3)

114. On █ November 2017, YR sent a list of names to █ on WhatsApp. One of the names was that of Mr Khalil (identified as “Zakaria”) who was due to play that day in the █ round of the men’s singles █ at the █ Tournament in Morocco. At 9.01am on █ November 2017, █ made the following offers in respect of Mr Khalil’s match: “█ break in both sets > 700 + 300” and “█ set: █ > 1500 + 500”. YR waited just over five minutes before responding, “He doesn’t want it for 1500”. █ replied, “Ok, 2000... no more”. YR then replied, “Ok”, following which █ confirmed “2.0 + 0.5”. YR again replied, “Ok”. Mr Khalil went on to lose the match █ including losing his █ game in both sets.

115. The ITIA received suspicious betting alerts in respect of Mr Khalil's match on [REDACTED] November 2017 from three betting operators, in particular there was unusual betting on the [REDACTED] set being [REDACTED]

116. The WhatsApp messages suggest that [REDACTED] and YR fixed five other matches that day (including matches involving the [REDACTED] and Fifth Players). [REDACTED] confirmed to YR in a message at 3.58pm that the total money owed was \$10,500. On 10 November 2017, YR sent four names to [REDACTED] as recipients for the money transfers. Later that day [REDACTED] sent YR photographs of four Moneygram transfer receipts showing funds totalling \$10,500 being sent from accounts in Bulgaria to accounts in Morocco registered in the names supplied by YR earlier that day.

117. Mr Khalil's evidence was that he was playing an individual with a much higher ranking and was in any event tired after travelling. However, I consider the evidence is overwhelming.

The correspondence between the details of the fix on the WhatsApp messages and the score and breaks in the match plus the betting alerts are very powerful evidence. I find all these charges proved

Charge under D.1.d (fixing) (2) D.2.a.i (failure to report offer)(4) D.2.a.ii (failure to report fixing by another) (5)

118. On [REDACTED] November 2017, YR sent [REDACTED] a screenshot by WhatsApp identifying a doubles match involving Mr Khalil later that day. YR commented, "I have this double". The match was the [REDACTED] round of the men's doubles [REDACTED] at the [REDACTED] Morocco [REDACTED] Mr Khalil's partner was the [REDACTED] Respondent, Anas Chakrouni (Anas Chakrouni). [REDACTED] offered "[REDACTED] break in both sets > 700 + 300". YR said, "Okay, I'll confirm". Around two hours later, YR asked, "How much break [REDACTED] set plus [REDACTED] [REDACTED] set"? [REDACTED] replied, "I don't need it" following which YR said, "Ok... confirmed... It's good". [REDACTED] clarified that the deal was "third break in both sets" and YR said, "Yes". Mr Khalil and Anas Chakrouni went on to lose the match [REDACTED] They lost their [REDACTED] game in [REDACTED] sets [REDACTED]. Mr Khalil served a double fault in the [REDACTED] point of their [REDACTED] game in the [REDACTED] set and Anas Chakrouni served two double faults in their [REDACTED] game of the [REDACTED] set. The match ended at [REDACTED] m. Almost immediately after the match, [REDACTED] told YR "Okay, you got 1.2".

119. YR then proceeded to fix another match on the following day for a total fee of \$2,200. On [REDACTED] November 2017, YR supplied [REDACTED] with two names – [REDACTED] [REDACTED] and [REDACTED] [REDACTED] - to receive money transfers totalling \$3,400. On 20 November 2017, [REDACTED] sent YR two messages stating that \$1,700 had been sent by Moneygram transfer from an account in Belgium to [REDACTED] [REDACTED] in Morocco. [REDACTED] also said that "the other I'm gonna do

sometime this week". On 22 November 2017, [REDACTED] sent YR a photograph of a Western Union transfer receipt in the sum of \$1,700 from an account in Bulgaria to [REDACTED] [REDACTED] in Morocco.

120. Mr Khalil's evidence was that his partner played very poorly in this match and that explained the result. But, again, the evidence before me is overwhelming.

The correspondence between the details of the fix on the WhatsApp messages and the score and breaks in the match are very powerful evidence. I find all these charges proved

B) Mohamed Zakaria Khalil : summary

121. I find all charges against Mr Khalil proved (1-5)

C) Sanction

122. I base the sanction on the ITIA 2021 Guidelines. I propose to sanction in accordance with ITIA 2021 Sanctioning Guidelines. In relation to Mr Khalil:

- a. Match-fixing is a matter of utmost seriousness, going to the heart of integrity in tennis.
- b. These offences have a very significant impact on the reputation and integrity of the sport.
- c. I have found Mr Khalil guilty of a series of offences in 2017 on two separate occasions; the offences were within a short time of one another rather than over a prolonged period of time.
- d. Whilst in relation to each match there are multiple offences, the most serious part of these offences is fixing matches for money.
- e. The sums involved are significant but not huge; however, by fixing matches Mr Khalil enabled others to make money, either as intermediaries or on bets
- f. The charges in relation to the doubles match are potentially more serious as they involve making arrangements with another (ie the doubles partner).
- g. I take into account Mr Khalil's age, being just 18 at the time of the offences.
- h. There is no suggestion of remorse, on the contrary Mr Khalil continued to deny the allegations throughout.

123. I propose to order a single sanction, taking into account all the offences proved.

124. I regard this offending as Category 1 as to impact, with medium to high culpability (the ITIA suggest this is a medium culpability case and I take that into account).

125. I order a 9 year ban plus a financial penalty of US\$5000

O. Soufiane El Mesbahi

126. Soufiane El Mesbahi (Mr El Mesbahi) is a 20-year-old tennis player from Morocco. Mr El Mesbahi has been registered with the ITF and paid for an IPIN every year since 19 January 2013. Mr El Mesbahi last signed and agreed the ITF Player Welfare Statement confirming his agreement to comply with, among other things, the TACP on 28 December 2018. Mr El Mesbahi informed the ITIA during interview that he is currently studying in the US on a sports scholarship.

127. Mr El Mesbahi confirmed that Mr Kilani is a close friend. He also said that Ayoub Chakrouni was his coach when he was 10 or 11 years old. Mr El Mesbahi said that he was aware of YR but had never spoken to him or seen him at tournaments. He also said that he had not met [REDACTED] but he knew [REDACTED], [REDACTED] [REDACTED] Mr El Mesbahi denied having committed any Corruption Offences.

128. Mr El Mesbahi strongly denies the allegations, and states that in 2017, at the time of the allegations, he was only 16 years old and (he states) therefore a minor. He has not played tournaments since July 2019 and says he has never been a professional player.

129. Mr El Mesbahi refers to particular passages in the transcripts which he submits go against the ITIA case. On occasion I agree with him, and have dismissed charges accordingly. But on other occasions it is crucial to read the transcript as a whole.

130. He also makes the point that the evidence of money transfers is inadequate. But the ITIA do not see to prove receipt of money as a central part of their case. First, these fixes are for money –if the fix is established on the evidence, that is obvious. Secondly, there are specific sums referred to in the transcripts. Third, the ITIA show that there is evidence of money transfers consistent with that, but do not say those precise sums were received by the Players or that the Players received the sums directly.

A] Charges under the 2017 Program

[REDACTED] *July 2017 Charge under D.1.d (fixing)(1) D.2.a.i (failure to report)(6) D.2.a.ii (failure to report offence by another) (11)*

131. On [REDACTED] July 2017, [REDACTED] sent YR a screenshot on WhatsApp identifying a doubles match involving Mr El Mesbahi and the [REDACTED] Player, Anas Chakrouni (Anas Chakrouni), that was due to be played later that day in the [REDACTED] round of the men's doubles [REDACTED] at the [REDACTED] [REDACTED] Tournament in Morocco. [REDACTED] made various offers including "[REDACTED] break in both sets > 800 + 500" if they lost their [REDACTED] game in both sets. YR said, "I'll pass it along". Around 45 minutes later, [REDACTED] asked YR whether he had "heard anything". YR replies "Yes". Mr El Mesbahi and Anas Chakrouni went on to lose the match [REDACTED] [REDACTED]. They lost their [REDACTED] [REDACTED] game in both sets (Mr El Mesbahi served the pair's [REDACTED] game in the [REDACTED] set and Anas Chakrouni served the pair's [REDACTED] game in the [REDACTED] set).
132. The ITIA has identified screenshots on [REDACTED] iPhone of two different [REDACTED] accounts displaying the Chakrouni/El Mesbahi doubles match (both accounts were registered to individuals in Bulgaria). These accounts were used to place bets on Anas Chakrouni and Mr El Mesbahi to lose the sixth and twelfth games (i.e. Anas Chakrouni and Mr El Mesbahi's [REDACTED] [REDACTED] games in each set).
133. Further, shortly after the twelfth game YR sent [REDACTED] two "thumbs up" emojis. [REDACTED] responded, "Yes... you have 1.3 with me". On [REDACTED] July 2017, [REDACTED] informed YR that "you [i.e. YR] got $1.3 + 1.5 = 2.8$ ". On 3 August 2017, YR sent [REDACTED] the name [REDACTED] [REDACTED]. On 13 August 2017, [REDACTED] sent YR a Moneygram transfer receipt showing a payment of \$2,800 to [REDACTED] [REDACTED] from an individual called [REDACTED] [REDACTED] who appears to have been responsible for at least six other Moneygram payments in connection with match-fixing involving [REDACTED] on 7 November 2017.
134. Mr El Mesbahi says in his evidence that there was a number of matches in this tournament which he won yet there is no allegation that he tried to fix these results. He says that the ITIA have no evidence of an infringement or fix by him. I disagree. The evidence is very strong.

The correspondence between the details of the fix on the WhatsApp messages and the score and breaks in the match plus the betting alerts are very powerful evidence. I find all these charges proved

[REDACTED] November 2017: Charges under D.1.d (fixing) (2, 3) 2 charges under D.2.a.i (failure to report) (7, 8) D.2.a.ii (failure to report offence by another) (12)

135. On [REDACTED] November 2017, [REDACTED] asked YR on WhatsApp to "let [him] know if anyone's interested". YR then provided three names: Mr El Mesbahi, in addition to the Fourth and Sixth Respondents. Mr El Mesbahi was due to play later that day in the [REDACTED] round of the men's

singles ██████ at the ██████ ██████ in Morocco. At 8.56am, ██████ made the following offer in respect of Mr El Mesbahi's match: "█████ break in both sets > 700 + 300" if he lost his ██████ ██████ game in both sets). YR asked, "█████ How much?" ██████ replied, "No ██████ I don't do with him". YR responded, "He says he won't take any chances" but ██████ held firm: "No, please, you don't". At 10.59am, ██████ sent YR a summary of the fixes that had been agreed, which by this time included a fix relating to the Second Player in addition to the Fourth and Sixth Players and Mr El Mesbahi. The first line of that summary was: "Mesbahi single ok, 1.0" (referring to Mr El Mesbahi's singles match that day). YR replied, "Yes". At 11.00am, ██████ sent YR a message saying, "All you have to do now is tell me about my double mesbahi...". (Mr El Mesbahi and the Sixth Player, Yassir Kilani (Mr Kilani), were due to play later that day in the ██████ round of the men's doubles ██████ at the ██████ Tournament in Morocco). YR replied, "Yes... I'm waiting for him to finish... To confirm". By this time, Mr El Mesbahi was already playing his singles match. In the event, Mr El Mesbahi lost his singles match ██████ ██████ losing his ██████ game in both sets.

136. At 12.42pm, ██████ sent YR a message as follows: "Double Mesbahi? Any news?". YR said, "Not yet... I'm gonna get them on the telephone". Six minutes later, YR said, "They want 1500 for the doubles... ██████ set plus ██████ break" ██████ replied, "1500 + 500... I couldn't... 1200 + 500... Ok". YR replied, "I'm asking them". Around 20 minutes later, YR said, "Confirmed... For double... 1200 + 500". ██████ replied, "Yes... ██████ set + ██████ break... Confirmed". YR said, "Yes". Mr El Mesbahi and Mr Kilani went on to lose their doubles match ██████ ██████ They also lost their ██████ game during which Mr El Mesbahi served the only double fault of the set.

137. The WhatsApp messages suggest that ██████ and YR fixed four other matches that day (in addition to the two matches involving Mr El Mesbahi). ██████ confirmed to YR in a message at 3.58pm that the total money owed was \$10,500. On 10 November 2017, YR sent four names to ██████ as recipients for the money transfers. Later that day ██████ sent YR photographs of four Moneygram transfer receipts showing funds totalling \$10,500 being sent from accounts in Bulgaria to accounts in Morocco registered in the names supplied by YR earlier that day.

138. Mr El Mesbahi refers in his evidence to the fact he was playing a much stronger player in the singles. He also refers to a reference in the transcripts that "only Chakrouni is aware"

although that is a reference to an entirely different match and not relevant. I consider the evidence very strong.

The details on the WhatsApp messages, where it is obvious that the messengers are closely following the matches, and the score and breaks in the matches are very powerful evidence. I find all these charges proved.

■ November 2017: 2 Charges under D.1.d (fixing) (4,5) charges under D.2.a.i (failure to report) (9,10) D.2.a.ii (failure to report offence by another) (13)

139. On ■ November 2017, ■ and YR discussed fixing various matches via WhatsApp. At 9.52am, YR sent ■ a screenshot identifying a match that Mr El Mesbahi was due to play later that day in the ■ round of the men's singles ■ in the ■ Tournament in Morocco. YR said, "I've got him too". ■ said, "He scares me... He screwed up last time...". YR tried to convince ■ as follows: "No, he told you [me] zero errors... The other time he told me there were his parents in front of him the federation he was very stressed but he's all alone [this time]... He told me zero risk... He said trust me...". ■ checked the odds and said, "If he screws up, we're gonna lose a lot of money". YR said, "He's not gonna screw up... He'll finish the set in a minute". Then at 10.14am ■ offered: "El mesbahi, ■ set: ■ > 1000 + 500". ■ added, "and in the ■ set, ask him to play well, not to take 0 and 0". After a few minutes, YR said, "Yes, I've said everything... I just cut with him". ■ said, "He confirms it? Okay I'm waiting for your confirmation". YR replied, "Ok". Then around 20 minutes later, YR said, "Confirms... It's good for mesbahi". ■ asked again, "Did you tell him everything?". YR replied, "Yes". ■ then told YR that after the match had begun, a technical problem was preventing him from placing bets. YR pointed out that Mr El Mesbahi was already 0-4 down. ■ said, "this time... I can just... pay the player... I didn't make a dollar on this game". YR said, "Give me 200 bucks, we'll split my loss, too". ■ replied, "Ok... You had $1.2 + 1.2 = 2.4$ ". Mr El Mesbahi lost his singles match ■ ■

140. ■ then said, "He [Mr El Mesbahi] plays doubles too... He wants to do something?". Mr El Mesbahi was due to partner Mr Kilani in the ■ round of the men's doubles ■ at the ■ Tournament in Morocco. YR replied, "Get me something". Around 30 minutes later, ■ said, "■ break in both sets > 700 + 300". Just under two hours later, YR said, "For the double it asks as ■ 800 + 400". (■ (Mr ■ is a ■ tennis player who has been sanctioned separately). ■ eventually said, "okay, let's do 0.8 +

0.2, so I try to get back some of what I lost”. YR then said, “I’m checking with them” before, 20 minutes later, adding, “Confirmed for double”. ■ clarified, “■ break in both sets” and YR replied, “Yes”. Mr El Mesbahi and Mr Kilani went on to lose their doubles match ■ ■ losing their ■ games in both sets. After the doubles match, ■ told YR, “It’s done... 1.2 + 1.0”. YR reminded ■ that there was also “yesterday’s game”. ■ said, “3.4 total”.

141. On ■ November 2017, YR supplied ■ with two names – ■ and ■ - to receive money transfers totalling \$3,400. On 20 November 2017, ■ sent YR two messages stating that \$1,700 had been sent by Moneygram transfer from an account in Belgium to ■ ■ in Morocco. ■ also said that “the other I’m gonna do sometime this week”. On 22 November 2017, ■ sent YR a photograph of a Western Union transfer receipt in the sum of \$1,700 from an account in Bulgaria to ■ ■ in ■

142. Again, in his evidence Mr El Mesbahi refers to the doubles opponents being very strong and says the ITIA have not proved that (if that was the case) Mr Kilani had committed an act of corruption. However, in my judgment the evidence clearly proves these charges. .

I dismiss the charges in relation to the singles match, the position being confused, and thus I give Mr El Mesbahi the benefit of the doubt.

I find the charges proved as to the doubles match; The WhatsApp messages are very precise, and correspond with the match result.

B) Charges under the 2018 Program

■ August 2018 Charges under D.1.d (fixing)(14, 15) charges under D.2.a.i (failure to report offer) charges under D.2.a.ii (failure to report offence by another) (18, 19)

143. On ■ August 2018 ■ and Ayoub Chakrouni discussed the match that Mr El Mesbahi was due to play later that day in the ■ round of the men’s singles ■ at the ■ ■ Tournament in Morocco. At 12.59pm on ■ August 2018, Ayoub Chakrouni sent a message to ■ as follows: “El Mesbahi ■ 2 sets how much”. After some negotiating and various calls via Facebook audio, ■ said, “Tell him ■ Bro”. Ayoub Chakrouni replied, “Okkk”. ■ added, “3500 total 61”. ■ and Ayoub Chakrouni then spoke via Facebook audio call following which ■ said, “Confirm me fast please... ■ set ■ not ■ It appears that ■ had difficulty with the betting on the match when the odds for the fix dropped and

betting was suspended. ■ told Ayoub Chakrouni that he believed that Mr El Mesbahi must have talked about the fix with someone else (which could have caused someone else to bet on the fix thereby affecting the odds). ■ called Ayoub Chakrouni via Facebook audio then sent a message saying, “for sure Someone put money Maybe he spoke before us to a friend Or someone” . Mr El Mesbahi went on to lose the match ■

144. In his evidence Mr El Mesbahi points out that the score was inconsistent with the alleged fix.

I think the position is insufficiently clear here; I dismiss the charges in relation to this match

CJ Soufiane El Mesbahi: summary

145. I find the charges proved in relation to ■ July 2017 match, ■ November 2017 match, ■ November 2017 (doubles only) (1-3, 5-8, 10-13) and dismiss the rest of the charges.

DJ Sanction

146. I base the sanction on the ITIA 2021 Guidelines. I propose to sanction in accordance with ITIA 2021 Sanctioning Guidelines. In relation to Mr El Mesbahi:

- a. Match-fixing is a matter of utmost seriousness, going to the heart of integrity in tennis.
- b. These offences have a very significant impact on the reputation and integrity of the sport.
- c. I have found Mr El Mesbahi guilty of a series of offences in 2017 on three separate occasions; the offences were within a short time of one another rather than over a prolonged period of time.
- d. Whilst in relation to each match there are multiple offences, the most serious part of these offences is fixing matches for money.
- e. The sums involved are significant but not huge; however, by fixing matches Mr El Mesbahi enabled others to make money, either as intermediaries or on bets.
- f. The charges in relation to the doubles matches are potentially more serious as they involve making arrangements with another (ie the doubles partner).
- g. There is no suggestion of remorse, on the contrary Mr El Mesbahi continued to deny the allegations throughout.
- h. Mr El Mesbahi was extremely young at the time of these offences (younger than any of the other Players) which is a mitigating factor .

147. I propose to order a single sanction, taking into account all the offences proved.

148. I regard this offending as Category 1 as to impact, with medium to high culpability (the ITIA suggest this is a medium culpability case and I take that into account).

149. I order a 9 year ban plus a financial penalty of US\$5000.

P. Yassir Kilani

150. Yassir Kilani (Mr Kilani) is a 21-year-old tennis player from Morocco. Mr Kilani has been registered with the ITF and paid for an IPIN every year since 24 September 2013. Mr Kilani last signed and agreed the ITF Player Welfare Statement confirming his agreement to comply with, among other things, the TACP on 10 February 2019.

151. Mr Kilani denies all the allegations. At interview² Mr Kilani explained that he is currently studying in the US on a sports scholarship. Mr Kilani said that he has known Mr El Mesbahi since they were 10 years old. He also said that he knew Ayoub Chakrouni but would not class him as a friend. According to Mr Kilani, he knows of YR and [REDACTED] as players but does not know them personally. Mr Kilani denied having committed any Corruption Offences.

151. He also makes the point in his evidence that the evidence of money transfers is inadequate. But the ITIA do not see to prove receipt of money as a central part of their case. [REDACTED] these fixes are for money –if the fix is established on the evidence, that is obvious. Secondly, there are specific sums referred to in the transcripts. Third, the ITIA show that there is evidence of money transfers consistent with that, but do not say those precise sums were received by the Respondents or that the Respondents received the sums directly.

A] Charges under the 2017 Program

[REDACTED] November 2017 charges under D.1.d (fixing) (1,2) charges under D.2.a.i (failure to report offer)(4, 5) , D.2.a.ii (failure to report offence by another) (7)

152. On [REDACTED] November 2017, [REDACTED] asked YR on WhatsApp to “let [him] know if anyone’s interested”. YR then provided three names: Mr Kilani and the Fourth and Fifth Players . Mr Kilani was due to play later that day in the [REDACTED] round of the men’s singles [REDACTED] at the [REDACTED] [REDACTED] Tournament in Morocco. At 9.00am, [REDACTED] made the following offers in respect of Mr Kilani’s singles match: “[REDACTED] break in both sets > 700 + 300” and “[REDACTED] set: [REDACTED] > 1500 + 500”. At

² Paragraph 18 of ITIA’s submission on Mr Kilani appears to be erroneously drafted. In fact the interview starts by identifying the date as 29 July but goes on to refer to it taking place on 29 August 2020.

12.40pm, YR made a counter-offer in respect of various proposed fixes, including “Kilani single ok ,2.5”. ■■■ replied, “Yes”. Mr Kilani went on to lose his singles match ■■■ ■■■

153. I agree with Mr Kilani that the evidence is insufficient here.

I think the position is insufficiently clear here; I dismiss the charges in relation to this match.

154. Earlier in the day, ■■■ had also sent a message to YR saying “All you have to do now is tell me about my double mesbahi...”. (The Fifth Player , Soufiane El Mesbahi (Mr El Mesbahi) was due to play alongside Mr Kilani later that day in the ■■■ round of the men’s doubles ■■■ ■■■ at the ■■■ Tournament in Morocco). YR replied, “Yes... I’m waiting for him to finish... To confirm”. By this time, Mr El Mesbahi was already playing his singles match. At 12.42pm, ■■■ sent YR a message as follows: “Double Mesbahi? Any news?”. YR said, “Not yet... I’m gonna get them on the telephone”. Six minutes later, YR said, “They want 1500 for the doubles... ■■■ set plus ■■■ break”. ■■■ replied, “1500 + 500... I couldn’t... 1200 + 500... Ok”. YR replied, “I’m asking them”. Around 20 minutes later, YR said, “Confirmed... For double... 1200 + 500”. ■■■ replied, “Yes... ■■■ set + ■■■ break... Confirmed”. YR said, “Yes”. Mr El Mesbahi and Mr Kilani went on to lose their doubles match ■■■ ■■■ They also lost their ■■■ game during which Mr El Mesbahi served the only double fault of the set.

155. The WhatsApp messages suggest that ■■■ and YR fixed four other matches that day. ■■■ confirmed to YR in a message at 3.58pm that the total money owed was \$10,500. On ■■■ November 2017, YR sent four names to ■■■ as recipients for the money transfers. Later that day ■■■ sent YR photographs of four Moneygram transfer receipts showing funds totalling \$10,500 being sent from accounts in Bulgaria to accounts in Morocco registered in the names supplied by YR earlier that day.

156. Mr Kilani in his evidence says that the evidence does not support an allegation of fixing; on the contrary I consider the evidence very strong.

I find the charges proved as to the doubles match; The WhatsApp messages are very precise, and correspond with the match and games result.

■■■ November 2017 Charge under D.1.d (fixing) (3) D.2.a. i (failure to report offer) (6) D.2.a.ii (failure to report offence by another) (8)

157. On ■■■ November 2017, ■■■ and YR exchanged messages about fixing a singles match involving Mr El Mesbahi. At 12.14pm, ■■■ then said, “He plays doubles too... He wants to do something?”. Mr El Mesbahi was due to partner Mr Kilani in the ■■■ round of the men’s doubles ■■■ at the ■■■ ■■■ Tournament in Morocco. YR replied, “Get me

something". Around 30 minutes later, [REDACTED] said, "[REDACTED] break in both sets > 700 + 300". Just under two hours later, YR said, "For the double it asks as [REDACTED] 800 + 400". [REDACTED] [REDACTED] (Mr [REDACTED] is a Moroccan tennis player who has been sanctioned separately . [REDACTED] eventually said, "okay, let's do 0.8 + 0.2, so I try to get back some of what I lost". YR then said, "I'm checking with them" before, 20 minutes later, adding, "Confirmed for double". [REDACTED] clarified, "[REDACTED] break in both sets" and YR replied, "Yes". Mr El Mesbahi and Mr Kilani went on to lose their doubles match [REDACTED] [REDACTED] losing their [REDACTED] games in both sets. After the doubles match, [REDACTED] told YR, "It's done... 1.2 + 1.0". YR reminded [REDACTED] that there was also "yesterday's game". [REDACTED] said, "3.4 total".

158. On [REDACTED] November 2017, YR supplied [REDACTED] with two names – [REDACTED] [REDACTED] and [REDACTED] [REDACTED] - to receive money transfers totalling \$3,400. On [REDACTED] November 2017, [REDACTED] sent YR two messages stating that \$1,700 had been sent by Moneygram transfer from an account in Belgium to [REDACTED] [REDACTED] in Morocco. [REDACTED] also said that "the other I'm gonna do sometime this week". On 22 November 2017, [REDACTED] sent YR a photograph of a Western Union transfer receipt in the sum of \$1,700 from an account in Bulgaria to [REDACTED] [REDACTED] in Morocco.

I find the charges proved as to the doubles match; The WhatsApp messages are very precise, and correspond with the match and games result.

B] Charges under 2018 Program

[REDACTED] *August 2018*

Charges under D.1.d (fixing), (9) D.2.a.i (failure to report offer), (10) D.2.a.ii (failure to report offence by another) (11)

159. In November 2018, the ITIA received various Facebook messages between the Third Player, Ayoub Chakrouni (Ayoub Chakrouni) and [REDACTED]. Among those messages were communications relating to Mr Kilani in August 2018. At 3.09 am on [REDACTED] August 2018, Ayoub Chakrouni told [REDACTED] on Facebook that "there's something [REDACTED] [REDACTED] replied, "[REDACTED] Ayoub Chakrouni said "yes" and [REDACTED] asked "who?" Ayoub Chakrouni then named Mr Kilani in addition to Mr [REDACTED] [REDACTED] told Ayoub Chakrouni, "I will let u know my friend But u will speak with them yeah?" Ayoub Chakrouni replied, "Thank u... I already talked with him just find good offer and don't forget me".

160. On [REDACTED] August 2018, Ayoub Chakrouni made a call to [REDACTED] via Facebook. The call lasted seven minutes. There were more calls between the pair on [REDACTED] August 2018. On [REDACTED] August 2018, Ayoub Chakrouni and [REDACTED] exchanged the following messages about Mr Kilani (in addition to other

messages relating to fixes involving Mr [REDACTED] and Mr El Mesbahi). At 12.56am, [REDACTED] said, “I will tell u about kilani tomorrow He plays after [REDACTED] Mr [REDACTED] was due to play this match later on [REDACTED] August 2017 in the [REDACTED] round of the men’s singles [REDACTED] at the [REDACTED] [REDACTED] Tournament in Morocco. Ayoub Chakrouni’s response was as follows: “I want those 2 matches... He’s got a match with a [REDACTED] You know that I want break in the game 1 then [REDACTED] set w 1 then [REDACTED] set”. [REDACTED] sought to clarify, “So he said no set?”. Ayoub Chakrouni replied, “yes”. [REDACTED] and Ayoub Chakrouni then exchanged further messages and spoke via Facebook audio call on a number of occasions before [REDACTED] said, “Tell him Last option for kilani If he wins [REDACTED] set, He can win the match If he loses [REDACTED] set, He do [REDACTED] Ask him”. Ayoub Chakrouni replied, “Nothing my friend, he didn’t want. He wanted 1 break [REDACTED] set or the option bita3 [REDACTED] [REDACTED] and if he wins 1 set he’ll do the same thing???” In the event, Mr Kilani lost his [REDACTED] service game in the [REDACTED] set; then took a six-minute restroom break during which time Ayoub Chakrouni missed a call from [REDACTED] Ayoub Chakrouni then sent the message “1200” to [REDACTED] who initially pushed for “1100” then said, “Man ok lets do it 1200 Lets just do it”. This was followed by a one-minute call between Ayoub Chakrouni and [REDACTED] Mr Kilani then lost his [REDACTED] service game in the [REDACTED] set before going on to lose the [REDACTED] set [REDACTED] Mr Kilani eventually won the third set [REDACTED]

I think the position is insufficiently clear here; I dismiss the charges in relation to this match

BJ Yassir Kilani: conclusion

161. I find the charges proved in relation to the [REDACTED] November 2017 and [REDACTED] November 2018 doubles matches (2-3, 5-6, 7-8) and dismiss the other charges .

CJ Sanction

162. I base the sanction on the ITIA 2021 Guidelines. I propose to sanction in accordance with ITIA 2021 Sanctioning Guidelines. In relation to Mr Kilani:

- a. Match-fixing is a matter of utmost seriousness, going to the heart of integrity in tennis.
- b. These offences have a very significant impact on the reputation and integrity of the sport.
- c. I have found Mr Kilani guilty of a series of offences in 2017 on two separate occasions; the offences were within a short time of one another rather than over a prolonged period of time.
- d. Whilst in relation to each match there are multiple offences, the most serious part of these offences is fixing matches for money.

- e. The sums involved are significant but not huge; however, by fixing matches Mr Kilani enabled others to make money, either as intermediaries or on bets.
- f. The charges in relation to the doubles matches are potentially more serious as they involve making arrangements with another (ie the doubles partner).
- g. Mr Kilani was very young at the time of the offences.
- h. There is no suggestion of remorse, on the contrary Mr Kilani continued to deny the allegations throughout.

163. I propose to order a single sanction, taking into account all the offences proved.

164. I regard this offending as Category 1 as to impact, with medium to high culpability (ITIA submit this is a case of medium culpability and I take that into account).

165. I order a 9 year ban plus a financial penalty of US\$5000.

Q. Conclusion

166. I have set out above those charges in relation to each Respondent which I have found proved and those which I have dismissed.

167. I summarise my findings as follows:

Amine Ahouda:

The Charges proved are 6-7, 17-22, 27-, 29-31.

Mr Ahouda must serve a ban of 11 years in relation to any event organised or sanctioned by any Governing Body commencing on 13 July 2021 and pay a fine of US\$5000.

Anas Chakrouni

The Charges proved are 1-8.

Mr Anas Chakrouni must serve a ban of 10 years in relation to any event organised or sanctioned by any Governing Body commencing on 13 July 2021 and pay a fine of US\$5000.

Ayoub Chakrouni

The Charges proved are 3, 5-27.

Mr Ayoub Chakrouni must serve a life ban in relation to any event organised or sanctioned by any Governing Body and pay a fine of US\$10000.

Mohamed Zakaria Khalil

The Charges proved are 1-5.

Mr Khalil must serve a ban of 9 years in relation to any event organised or sanctioned by any Governing Body commencing on 13 July 2021 and pay a fine of US\$5000.

Soufiane El Mesbahi

The Charges proved are 1-3, 5-8, 10-13.

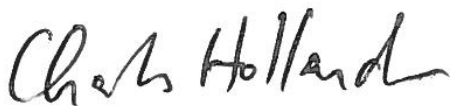
Mr El Mesbahi must serve a ban of 9 years in relation to any event organised or sanctioned by any Governing Body commencing on 13 July 2021 and pay a fine of US\$5000.

Yassir Kilani

The Charges proved are 2-3, 5-6, 7-8.

Mr Kilani must serve a ban of 9 years in relation to any event organised or sanctioned by any Governing Body commencing on 13 July 2021 and pay a fine of US\$5000.

Under Section 1 this Decision may be appealed to CAS by the parties in this proceeding within a period of twenty business days from the date of receipt of the Decision by the appealing party.



CHARLES HOLLANDER QC

AHO

DATED 7 December 2021