

In the Matter of Major Corruption Offenses under the:

TENNIS ANTI-CORRUPTION PROGRAM

(hereinafter the “TACP” or the “Player”)

Yannick Thivant

(hereinafter the “Covered Person”)

- and -

International Tennis Integrity Agency

(hereinafter the “ITIA”)

Representing the Player:

Mr. Thierry Carrere

Representing the ITIA:

Mr. Mathieu Baert

Mr. Fien Schreurs

Anti-Corruption Hearing Officer

Tennis Anti-Corruption Program

Professor Richard H. McLaren, O.C.

(hereinafter “AHO”)

DISPOSITION SUMMARY

The summary of determinations found at the end of this Decision are.

ORDERS

- I. Yannick Thivant, a Covered Person under the TACP, is found to have breached multiple times, Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2017 and 2018 TACP; along with D.1.e of the 2018 TACP.
- II. The Covered Person pursuant to Section H.1.a of the 2024 TACP, is to serve a lifetime period of ineligibility to Participate in any Sanctioned Events.
- III. The Covered Person pursuant to Section H.1.a of the 2024 TACP is to pay a fine of USD \$75,000 and a further sum of EUR 34,700 by way of recovery of monies paid to the Covered Person in connection with Corruption Offenses. IV. In accordance with Section G.4.e of the 2024 TACP this Decision will be reported publicly.
- V. Subject to the appeal rights in Section I. of the 2024 TACP, under Section G.4.d this Decision is a *“full, final and complete disposition of the matter and will be binding on all parties”*.
- VI. The Decision herein may be appealed pursuant to Section I.1. of the 2024 TACP. The deadline for filing an appeal under Section I.4. is a period of *“twenty business days from the date of receipt of the decision by the appealing party.”* The appeal is to the Court of Arbitration for Sport in Lausanne, Switzerland.

AWARD OF THE AHO

PARTIES

1. The International Tennis Integrity Agency (“ITIA”)¹ is an independent body established in 2021 by the International Governing Bodies of tennis to promote, encourage, enhance, and safeguard the integrity of tennis worldwide. They have the responsibility to administer the Tennis Anti-Corruption Program (“TACP”).
2. Yannick Thivant was a French professional tennis Player with a career-high Association of Tennis Professionals (“ATP”) singles ranking of 590 (28 September 2015) and a career-high International Tennis Federation (“ITF”) singles ranking of 1530 (22 April 2019). He competed in the ITF WTT F8 event that took place in Angers, France between 23 April and 29 April 2018; and more recently participated in the Masters Tour MT700 in Paris, France from 19 June to 6 July 2023. At the time of the alleged Corruption Offenses, he was a Covered Person under the category of Player within the meaning of Sections B.27 and B.10 of the TACP.
3. Richard H. McLaren holds an appointment as an Anti-Corruption Hearing Officer (“AHO”) under Section F.1. of the TACP. No Party made any objection

¹ All capitalized words or acronyms take their defined meaning from this text or the TACP Definitions.

to the jurisdiction of the AHO or to his being an independent, impartial, neutral adjudicator to render a determination in this case.

CHARGES

4. On 25 July 2024 the ITIA sent a Notice of Major Offense (the “Notice”) pursuant to G.1.a. of the 2024 TACP. The Notice charged the Player with 88 alleged breaches of the 2017 and 2018 TACP in relation to 9 charges in 22 tennis matches. The Player elected to proceed through a virtual Hearing which took place on 21 January 2025.
5. Each of the 22 matches constitutes four separate charges totalling 88 alleged breaches. It is submitted by the ITIA that the Player contrived 14 of his own matches in 2017 and 2 more in 2018. It is also alleged that the Player facilitated another tennis player to not use “best efforts” on 6 occasions in 2018.

JURISDICTION AND APPLICABLE LAW

6. The substantive Corruption Offenses alleged by the ITIA to have been committed by the Player in 2017 and 2018 means that the relevant TACP will be the one in force at the time of the alleged conduct. See Section K.5. of the 2024 TACP. In accordance with Section K.6. of the 2024 TACP the procedural aspects of the proceedings are governed by the TACP in the year the Charges are brought (2024).

7. Section K.2. of the 2024 TACP provides subsidiarily to its provisions that the TACP is governed in all respects (including but not limited to matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles. In section G.3.d. There is an exception to the application of Florida law under the TACP which relates to the admissibility of evidence.
8. At the time of the alleged breaches Mr. Thivant was a Player and Covered Person bound to comply with the TACP as applicable law. Therefore, the Player is subject to the jurisdiction of an AHO as prescribed by the TACP, see sections C.1. and C.3.
9. For a player to compete in ITF tournaments they must register to obtain an International Player Identification Number (“IPIN”) which includes signing the Player Welfare Statement (“PWS”). The Player’s records indicate that the PWS was signed on a yearly basis and in particular for the years 2017 and 2018. By doing so the Player agreed to abide by (amongst other matters) the TACP. It is submitted that the player should have been aware of the obligations and potential liabilities under the TACP.
10. The Tennis Integrity Protection Programme (“TIPP”) forms an integral part of the IPIN registration and renewal process. On acceptance of the PWS a person is directed to the TIPP course and questionnaire. The purpose of the TIPP courses is to familiarise a person with the obligations of the TACP and

give an overview of the main threat to integrity in tennis; plus the main ways in which they may risk breaching the TACP rules. The Player's records indicate that he completed the TIPP at least once on 24 March 2017. Section C.4. of the TACP provides that on completion of the procedure a Player has a positive duty to be knowledgeable of the provisions of the TACP.

11. In order to compete in ATP tournaments, players are required to sign a written form, titled "*Player's consent and agreement of the ATP official rulebook, including the Tennis Anti-Corruption Program & Tennis Anti-Doping Program*" ("ATP Consent Form"). The Player competed in 2017 in ATP tournaments and signed the ATP Consent Form on 16 June 2017. Once again, the positive duty to be knowledgeable of the TACP comes into play by Section C.4. of the TACP.

PRELIMINARY ISSUES

12. At the time of the pre-hearing conference call with the AHO on 30 September 2024 an issue was raised regarding the application of the limitation period under C.2. of the 2024 TACP. The parties' subsequent submissions contained comment on the limitation provision.
13. The present proceedings are not time-barred under Section C.2. of the 2024 TACP. The jurisprudence², with no cases to the contrary, has interpreted the

² See *Naydenova v. PTIOs*, CAS 2020/A/7596 (16 November 2021, p. 25, para. 151-155);

phrase “*whichever is later*” to mean that the longer of the two possible limitation periods is the applicable provision. In this case, the limitation would be the eight-year period beginning with the first charge concerning the Player’s match on █ March 2017. Eight years from that date means that any action taken after █ March 2025 would be barred. In this case the action to submit the Notice was taken in July of 2024.

14. For the foregoing reasons none of the charges are time-barred because the proceedings commenced on 25 July 2024.
15. The Counsel for the Covered Person submitted that the proceedings should be in French to safeguard the rights of the Covered Person being that French is the Player’s first language.
16. The 2024 TACP in Section K.7. states: “*Except as otherwise agreed to by the parties, all filings, decisions, hearings and appeals shall be issued or documented in English*”. This section is a keystone requirement of the TACP.
17. The TACP goes on to provide some protections to a non-native English speaker. The right to request an interpreter at the investigation stage and also at any Hearing and the cost is to be borne by the ITIA as provided for in Section F.2. a. iv. and G.2.d. The ITIA, at its expense, is required to ensure that there is a recording or transcript of the Hearing by Section G.2.D. The foregoing provisions are protections or rights provided to the Covered Person because of the agreement by the Player to be bound by the TACP.

18. The Covered Person exercised the right to an interpreter and to provide his testimony and submissions at the Hearing in French. The Court of Arbitration for Sport (“CAS”) dealt with the issue of language in *Mitjana v. ITIA*³. In the CAS award from 7 January 2025 the Panel decided that the proceedings would be conducted in English exclusively and if the player wanted to give evidence or make oral submissions in French that would be permitted provided that the player procures an interpreter.

19. The AHO notes that it is not practical to have TACP proceedings in multiple languages. However, the crucial part of proceedings such as testifying in one’s native language and making submissions in that language are protected by the TACP. At the Hearings, simultaneous translation is provided. The AHO concludes that the rights of the Covered Person are protected and respected. Therefore, the criticism and argument by the Covered Person’s lawyer in respect to language rights are dismissed.

BACKGROUND

20. The background context to the match-fixing offenses alleged to have been committed by the Covered Person are better understood if there is some contextual content.

³ *Mitjana v. ITIA CAS 2024/A/10484*

BELGIAN/FRENCH INVESTIGATIONS 2014- 2018

21. Between 2014 and 2018, Belgian law enforcement carried out a large-scale investigation into the activities of an Armenian Belgian organised criminal network, which the authorities suspected of manipulating professional tennis matches on a global scale (“Belgian Investigation”). Subsequently, French criminal authorities, with information from the Belgian authorities assisted in the Belgian Investigation and initiated their own investigation into several implicated French players.
22. The Belgian Investigation revealed, and the French Police enquires, confirmed that at the centre of the criminal gang was an organisational leader named Grigor Sargsyan (“GS” or “Maestro” amongst other alias) who admitted the modus operandi of the corruption scheme of an Armenian-Belgian criminal network of which GS was the person in charge. The existence of the widescale corruption and specifics of the scheme have been confirmed by the decisions of AHOs and CAS Panels.⁴
23. GS was based in Belgium and bribed professional tennis players on a worldwide scale. Andranik Martirosyan (“AM”) who was based in Armenia managed the criminal gang’s finances. The Belgian police granted the ITIA authorised access to transcripts of interviews, forensic downloads of mobile

⁴ *PTIOS v. Hossam* CAS 2020/A/7129 at paras. 32-34; See also: *Hossam v. PTIOs* CAS 202/A/7130; See also: *CAS 2021 /A/8553 Khali, Mesbahi and Kilani v. ITIA* dated 9 March 2023; *CAS 2021/A/7975 Franco Feitt v. PTIOs* dated 24 August 2022; *CAS 2020/A/7596 Aleksandrina Naydenova v. ITIA* dated 16 November 2021; *AHO McLaren, ITIA v. Baptiste Crepatte* dated 19 April 2023.

telephones and records of money transfers. Much of the evidence in this case comes from the investigation of Belgian and French law enforcement. The information was analysed by the ITIA and its investigators for use in this and other cases. The ITIA's analysis of and work on the provided data was described in the witness statement of Glen Shackle, an Intelligence Analyst of the ITIA.

24. The Belgium Investigation information filed with the AHO reveals a general methodology for the bribing of tennis players to fix matches for the benefit of the criminal betting syndicate.
 - i. **Match Selection:** GS would continuously scan the internet for matches to corrupt and, for which the sportsbooks were providing betting odds.
 - ii. **Player Involvement:** Having identified potential matches, GS would approach players for match-fixing deals, paying them directly or using intermediaries to recruit others. The terms for fixing included losing points, games, sets or entire matches with specific scorelines. Winning a match did not necessarily exclude the player from being involved in a fix.
 - iii. **Bet Placement:** GS's associates placed bets based on confirmed fixes, often via Telegram or WhatsApp. GS and AM managed an extensive criminal network of Armenian and Belgian individuals operating throughout numerous countries.

- iv. **Payment:** After the fix, GS arranged payments to players through MoneyGram, Western Union, Skrill, Neteller, or in-person cash meetings.

- 25. The Belgian investigators determined GS had an international network of more than 181 professional tennis players. Many of these tennis players confirmed their cooperation with GS. The Belgian criminal file also shows 375 tennis matches with significant indicators suggesting manipulation involving GS, or negotiations with the tennis players participating to manipulate them. An independent expert, retained by the Belgian Investigation projected the criminal organisation could generate profits of up to EUR 349,000 per day.

Modus Operandi of GS

- 26. The method of operation of GS provides the context to the match-fixing offenses committed by the Covered Person.
 - (i) How was the betting organised?

- 27. The Belgian Investigation established that GS's accomplices bet in two different ways: either online through internet betting sites, or in-person at a betting shop or newsagent. Accomplices used the information provided by GS to coordinate both online and in-person betting activity in Belgium and

operated a network of up to 1,671 front men/mules/accounts throughout various countries, whose identities could be deployed to fix matches.

28. The betting on fixed matches was controlled by GS. GS carefully managed the number and distribution of bets to avoid suspicion from betting companies, which could result in cancelled bets. Bets were typically small (EUR 20-25) and placed individually or as accumulators on multiple matches which is a more lucrative form of betting. GS also maintained direct contact with at least one player involved in the fixed match.
29. Following the conclusion of the tennis match, the accomplices handed over the profits of the fixed bet to GS and AM, who kept track of the total winnings. GS and AM regularly received images of purchased betting slips as evidence of successful payment.
30. The investigation into Neteller uncovered lists of financial transactions linked to the GS criminal network. Multiple accounts associated with GS and AM were flagged for suspicious betting activities including on matches involving the Covered Person.

(ii) Hiding communications with tennis players

31. GS used several tactics to hide his communication with tennis players including:
 - Changed phones and SIM cards.

- Provided new SIM cards to tennis players.
- Saved the contacts of the tennis players in his phone with an abbreviation or pseudonym. Mr. Thivant confirmed his name was saved in the phone of GS with the abbreviation "THIV.FR" and his number [REDACTED]
- Communicated through Telegram, an app that encrypts most conversations and automatically deletes the communication after a certain period of time; and,
- Engaged a select group of tennis players including the Covered Person who would act as intermediaries on GS's behalf, thereby reducing the number of individuals with whom GS had direct contact.

(iii) Payment process to tennis players

32. GS and AM used various methods to pay players including cash for those living in France, Belgium, Spain or Italy and via money transfer offices such as Western Union or MoneyGram, or via internet apps such as Skrill and Neteller, mostly for tennis players living further abroad.
33. A total amount of USD \$546,432.01 and EUR 14,353.37 was found to be transferred through Western Union and MoneyGram with connections to more than 1,671 Skrill and Neteller accounts. Payments from these accounts were made to players, including the Covered Person, and to accounts used for betting on tennis games.

34. The Covered Person confirmed to French investigators that money was transferred to him both electronically and in cash. He made a full confession and provided a detailed description of the modus operandi of the network.

(iv) Oudenaarde Criminal Court Judgment of 30 June 2023

35. The Court found GS guilty of leading a criminal organisation, fraud, money-laundering, forgery and use of documents and IT. GS was sentenced to a five-year prison sentence and a fine of EUR 8,000. Seven of GS's accomplices were sentenced to prison and penalties and 13 other accomplices were found guilty without sentence.

36. Seven Belgian tennis players were found guilty of participating in this criminal network and fraud. They were convicted but received no prison time due to clean prior records and the lengthy investigation process. The ITIA has since imposed sanctions on the seven players.

SUBMISSIONS

(i) *The ITIA*

37. The ITIA submitted that the Player was involved in match-fixing with regards to 22 tennis matches in 2017 and 2018, totalling 88 breaches and 9 different charges. The submission included discussion of the specific evidence for each match which is not set out in this summary of the written submissions.

The ITIA submitted that the Covered Person had an obligation to abide by the Program and failed to do so. It was submitted that the Covered Person:

- a. Contrived or attempted to contrive the outcome or other aspects of his tennis matches in violation of Section D.1.d. of the 2017 and 2018 Program.*
- b. Solicited or facilitated other players to not use their best efforts during a tennis match in violation of Section D.1.e. of the 2018 Program.*
- c. Solicited or facilitated other persons to wager on the outcome or any other aspect of his tennis matches in violation of Section D.1.b. of the 2017 and 2018 TACP.*
- d. Agreed to receive payment in exchange for not using his best efforts during a professional tennis match in violation of Section D.1.f. of the 2017 and 2018 Program.*
- e. Failed to report a corrupt approach made to him in violation of Section D.2.a.i. of the 2017 and 2018 Program.*

38. The ITIA submitted that the evidence filed was enough to establish the allegations in the Notice in accordance with the standard of proof prescribed by Section G.3.a. of the 2024 Program.

39. The ITIA's submission is based on the following evidentiary sources:

- a. Evidence from the Belgian authorities retrieved during a Belgian criminal investigation into widespread corruption networks in professional tennis.

- b. Evidence from the Belgian authorities retrieved during a French criminal investigation in cooperation with the Belgian authorities, including admissions to them by the Player.
 - c. Betting alerts and evidence from the Belgian Gaming Commission and other organisations including sports book operators.

- 40. In determining the sanction, it was submitted that based on the evidence presented, the appropriate categorisation of the Player's offending conduct using the Sanctioning Guidelines is category A1. The submission is made on the following basis:
 - a. In consideration of the culpability of the offending conduct, all factors set out in category A apply. The offending conduct was "multiple offences over a protracted period of time", "leading others to commit offences" and offences that include a "high degree of planning or premeditation."
 - b. The second component of categorisation in the Guidelines considers the impact of the offending conduct. The conduct fits within category 1 on the basis that the conduct involves "major TACP offences" such as match fixing and soliciting other players to fix other matches. Further, the offences had a "significant, material impact on the reputation and/or integrity of the sport" and there was a "relatively high value of illicit gain."

- 41. Under the Sanctioning Guidelines the starting point for category A1 is a lifetime ban. The ITIA submitted that this is the appropriate starting point.

42. There is no mitigating or reducing factors present. There were no admissions made by the Player to the ITIA, as opposed to law enforcement. Therefore, there is no reason for a reduction based on good character or resources saved by an admission.
43. The ITIA submitted that it is reasonable and proportionate that Mr. Thivant serves a lifetime ban from the sport of tennis, along with a fine of USD \$110,000 and repayment of corrupt payments received of EUR 34,700 (or USD \$37,450). These orders are submitted in the event that the Player is found liable for all 88 breaches of the TACP.
44. The ITIA submitted that the ban, fine and repayment reflect the key aim of the TACP of effective deterrence through proportionate sanctions.

(ii) The Covered Person

45. In accordance with Procedural Order No. #1 issued the first day of November 2024 the Covered Person's lawyer was to file a list of witnesses and their witness statements to be called at the Hearing together with a written answering brief by 29 November 2024. No filings were made prior to the Hearing.
46. The above failure means that there was no reply brief from the ITIA.

DECISION

47. The evidence comes from three sources. The Belgian Investigation; admissions by the Covered Person to the French investigators; and betting alerts and other intelligence coming from the Belgian Gaming Commission or organisations such as Sportradar, [REDACTED] and [REDACTED]
48. The primary evidence in Matches 1 to 16 (“the Matches”) comes from an interview with the French investigators on 16 January 2019. In each of those Matches the Covered Person was a competitor. He admitted to making an agreement with GS to either attempt or actually contrive the outcome or an aspect of the Matches in breach of Section D.1.d. of the relevant TACP.
49. The Covered Person testified at the Hearing and was questioned by the AHO. He explained how his involvement with GS commenced in Match 1 on 4 March 2017. That match was a team inter-club competition. GS had previously obtained the phone number of the Covered Person from one of the teammates. GS had numerous communications with the Covered Person once in possession of the phone number. The Player finally succumbed and agreed to [REDACTED] the match in [REDACTED] sets to [REDACTED] in Match 1. There was no coercion to participate just constant patter from GS which finally resulted in the Covered Person agreeing to [REDACTED] Match 1 in [REDACTED] sets. Therefore, the agreement to participate was voluntary. Then during the course of play the Covered Person decided not to contrive the match as agreed due to a pang of conscience. A decision was made to use best efforts

to win. In fact, the Player █████ the match in █████ sets instead of the promised two sets.

50. The Player described to the AHO that during the course of Match 1 “... *I told myself I cannot do such a thing ... I did not abide by what he [meaning GS] asked from me ...*”. The understanding they had made was not followed and GS lost money as a result. The Covered Person testified that after Match 1 he received a text message from GS: “*Do not tell me – do not oblige me to tell you how it is happening. So, you have to pay me back this money over the next matches, otherwise do not let me show you how it ends*”.
51. From that moment onwards the Covered Person testified that he felt GS would be able to find him and threatened him or his family and so he would do as requested. To do so the Covered Person agreed to fix Match 2 by █████ the █████ set thereby fulfilling his broken commitment to GS. No money was paid to the Covered Person for this manipulation. It is not a requirement that money be paid for the infraction to occur as indicated in Sections E.2. and E.5. This was explained to the French investigators. It is found that Match 2 was contrived in breach of Section D.1.d.
52. The thrust of the Covered Person’s testimony at the Hearing was that he never denied the allegations. He testified “*I have never denied the offences I was accused of since the first day that the police came to my house. ... I explained in great detail what had happened and how.*” He submitted that he stumbled into the circle.

53. The submission of his counsel on closing was to the effect that the file would not be what it is “today” without the Covered Person’s collaboration. The admissions were self-incriminating, and the offences were never denied. It was submitted that the Player was a vulnerable person. A mob such as the one GS operated could intimidate and terrorise a young vulnerable person. The Player was terrified of GS and that harm might come to him or his family. He was in effect coerced into contriving Match 2 and then carrying on. Furthermore, the outcry in the media was devastating to him.
54. The testimony of the Covered Person and submission of his counsel stand in contradiction to what the Covered Person told the French investigators in 2019. The AHO notes (at page 2905 of the hearing bundle) that during the 2018 interview with the French police, the same story was attested to as occurred at the Hearing, which is a tale of being threatened over messaging apps to fix Match 2 to settle the debt accrued from his failure to properly fix Match 1. On page 2906, The Player stated to the French police that GS left him alone after his debt was settled. Thivant did not hear from Maestro until he was struggling financially and realized “everyone was doing it” (match fixing) and decided to get involved once again. He approached Maestro.
55. The AHO finds that the better explanation of what transpired after Match 2 was what the Player told the French police. The recollection and the fact that the Player could possibly go to jail likely produced a greater accuracy of recollections than before the AHO five years later. The Player consciously

and deliberately decided to re-engage with GS and agreed to contrive matches in which he played being Matches 3 through 16.

56. While the Covered Person may have experienced some trauma and threats from GS after the first match, that was not the course of the relationship after Match 2. The Belgian police found evidence of conversations between the two men over the course of manipulation in October 2017 after Match 13 and before Match 14. The thrust of the conversation that took place was to meet GS at a bar in Brussels to collect cash. The Covered Person in his interrogation on 15 January 2019 by the French Police stated that he met GS twice in Belgium and had a drink with him on at least one occasion. The AHO notes that such conduct was not that of a person fearful in relations with GS.

57. Given the foregoing paragraphs the explanations provided to the AHO by counsel was an embellishment of the reality. In fact, the Covered Person was actively involved in Matches 3 through 16 to better his financial circumstances instead of being fearful and coerced into participation he chose to participate. It may well have been the case that he had an inkling of what might happen from his experience after Match 1 when he did not follow up on the promised loss of the match. However, whatever the Covered Person recalls of GS communications before agreeing to Match 2 being fixed was not the course of conduct of GS in subsequent communications and was not the motivation to participate in the schemes of GS.

58. The ITIA submitted that the Player had become a part of the organisation. A submission to which the Covered Person objected vigorously at the Hearing. While he may not have considered himself to be a part of the organisation, the fact was that he was doing what was asked of him. He did so up until he resisted GS's request to help find new recruits to the scheme of match manipulation. But even then, he approached another player whom he thought to already be involved with GS. While the Player may not have considered himself a part of the GS organisation, he did go to one French player, Petit, whom he already knew was also involved with GS. In effect, while not fully doing the bidding of GS, he was taking a role acting as a go between in approaching Petit to be involved. The conclusion has to be that the Player was *de facto* involved in the organisation and his self perception that he was not part of the organisation is rejected.
59. For all of the foregoing reasons the AHO finds that the Covered Person, by his own admission to the French investigators, was involved to improve his financial state, by either attempting or actually contriving aspects of Matches 3 through 16 in the Notice and receiving money for doing so as established by the Belgian Investigation. There is no veracity to the submissions that the Covered Person was fearful of GS throughout the period. Therefore, Section D.1.d. and Section D.1.b. of the TACP are proven to have been breached, and the duty to report, Section D.2.a.i. in all of the Matches 1 through 16. In Matches 17 through 22 where the Covered Person was not on court, he encouraged others to not use their best efforts thereby breaching Section D.1.f.

Matches 17 through 22

60. In Matches 17 through 22, the Covered Person was not involved in the matches as a player. He was asked in 2018 by GS to assist him in finding players to fix matches. The French investigators were told by the Player in the 16 January 2019 interview that:

'... he was not interested in luring players into the scheme of GS. He went on to state that: -Given MAESTRO's insistence I went to see a player I knew personally, and I was aware of the fact that he was involved in match fixing, being Gabriel PETIT. We talked about it and PETIT agreed. As from that moment onwards MAESTRO sent me offers which I, in turn, forwarded to PETIT''.

The AHO notes that the Covered Person then cooperated with GS for more than a year and it only stopped three days before the arrest of GS.

61. In the interview with the French investigators on 16 January 2019 the Covered Person confirmed that Match 17 was fixed with an arrangement between Petit, GS and himself. The evidence from the Belgian criminal file contains an analysis of the Player's Skrill account and shows a payment linked to the GS criminal network of EUR 2,000. Match screenshots of several betting websites were contained on the phone of GS along with betting slips showing the amount of winnings on accumulator bets with six tennis matches. The AHO finds that the Covered Person directly or indirectly facilitated or solicited another tennis player to not use best efforts in breach of Section D.1.e.

62. The pattern of evidence and corroborating evidence from betting alerts to support the Covered Person's confirmation that Matches 18 through 22 were fixed is found as existed in Match 17. He made detailed admissions to the French police regarding soliciting other players. Furthermore, other tennis players including one whom he was coaching told the French authorities that the Covered Person was collaborating with GS.
63. For all of the foregoing reasons the AHO concludes that: for Matches 17-22 Section D.1.e. of the 2018 TACP were breached. As with all of Matches 1-22 Sections D.1.b., D.1.f. and D.2.a.i. of the 2017 or 2018 TACP were breached.

Sanctions

64. The case against the Covered Person is found to have been proven in respect of all the Charges set out in the Notice. The ITIA submits that in accordance with Section H.1.a. of the 2024 TACP the appropriate sanctions is a lifetime ban from the sport of tennis. They also seek a USD \$110,000 fine and repayment of corrupt payments in the amount of EUR 34,700.
65. In determining the sanctions, the AHO has discretion as to the use of the Sanctioning Guidelines ("the Guidelines") the relevant version being the one dated 1 January 2024. The Guidelines are a reference tool providing a framework to support fairness and consistency in sanctioning across the sport. The Guidelines are not binding on the AHO and have discretion as to their use. The AHO notes that there is no longer a need for a detailed review

of precedents in order to assess where the offences sit within the previous case law if the Guidelines are used. The CAS has accepted the use and applied the Guidelines in several cases⁵.

66. Twenty-two tennis matches were proven to have been manipulated. Sixteen of them were matches in which the Covered Person participated personally. In six other matches the Covered Person assisted another player in making an agreement with GS and fixing matches. So there was direct activity on the part of the Covered Person in affecting 22 tennis matches over a short time span of one and a quarter years. Admissions of this activity were only made to the French police and never to the ITIA. There were no voluntary admissions. What was said to the French police was done after he had been imprisoned. He did not offer substantial assistance to the ITIA.
67. The jurisprudence makes it clear that tennis is extremely vulnerable to corruption. Strict rules and significant sanctions need to be imposed to maintain the integrity of the sport and deter others from conduct similar to what has occurred in this case.
68. There is no evidence of threats from GS continuing other than following Match 1. The balance of the one and a quarter year in which the two persons interacted were not the result of being fearful or coerced into actions. The Covered Person acted with pangs of conscience during Match 1 and then in

⁵ See *Mohamed Zakaria Khalil, Soufiane El Mesbahi, Yassir Kilani v. ITIA CAS 2021/A/8531* issued 9 March 2023.

2018 GS asked him to introduce him to other tennis players. Again, there was a pang of conscience in going to a player whom he knew was already engaged with GS. However, he cooperated consistently with GS in arranging fixes by Petit and regularly communicated with GS. In so doing he often acted on his own initiative and not out of fear of GS.

69. The facts in this matter require that the most serious sanctions be imposed. It is not necessary to use the Guidelines in this case. The 16 breaches of Section D.1.d of the 2017 and 2018 TACP either directly or indirectly contriving either the outcome or an aspect of an Event are serious and frequent breaches. There are amicable arrangements between the Covered Person and GS throughout the period of assisting GS in Matches 17 to 22. This is further serious misconduct that involves other players in the manipulation of matches in breach of Sections D.1.e. and D.1.b.
70. For all of the foregoing reasons the AHO finds that the appropriate sanction under Section H.1.a. is a period of permanent ineligibility from Participation in any Sanctioned Events. The AHO accepts the submission of the ITIA counsel in the written brief that if the Sanctioning Guidelines were referenced the result would be the same.
71. In respect to monetary sanctions, Section H.1.a. provides that a fine may be imposed of up to USD \$250,000. It also provides that recovery of monies paid to a Covered Person in connection with any Corruption Offense may be ordered.

72. The Belgian Investigation provided the evidence which the ITIA relies upon to seek the repayment of monies paid to the Covered Person in the amount of EUR 34,700. In accordance with Section H.1.a. it is ordered that this sum be repaid to the ITIA.
73. In respect of the fine, the ITIA at the Hearing requested a fine of USD \$110,000. The written submission of USD \$75,000 was the sum upon which the Player prepared their submission. While there might be a case for a greater sum, the AHO accepts the written submission of USD \$75,000. It is ordered that the lesser amount initially requested is the fine to be paid. That order is independent of the recovery order of monies known to have been paid to the Covered Person as a result of the Belgian Investigation intelligence.

CONCLUSION

74. Based upon all of the foregoing reasons and analysis, the AHO makes the following Orders.

ORDERS

75. The AHO hereby orders with immediate effect, on the date below that:
- I. Yannick Thivant, a Covered Person under the TACP, is found to have breached multiple times, Sections D.1.d, D.1.b, D.1.f and D.2.a.i of the 2017 and 2018 TACP; along with D.1.e of the 2018 TACP.

- II. The Covered Person pursuant to Section H.1.a of the 2024 TACP, is to serve a lifetime period of ineligibility to Participate in any Sanctioned Events.
- III. The Covered Person pursuant to Section H.1.a of the 2024 TACP is to pay a fine of USD \$75,000 and a further sum of EUR 34,700 by way of recovery of monies paid to the Covered Person in connection with Corruption Offenses.
- IV. In accordance with Section G.4.e of the 2024 TACP this Decision will be reported publicly.
- V. Subject to the appeal rights in Section I. of the 2024 TACP, under Section G.4.d this Decision is a *“full, final and complete disposition of the matter and will be binding on all parties”*.
- VI. The Decision herein may be appealed pursuant to Section I.1. of the 2024 TACP. The deadline for filing an appeal under Section I.4. is a period of *“twenty business days from the date of receipt of the decision by the appealing party.”* The appeal is to the Court of Arbitration for Sport in Lausanne, Switzerland.

DATED at LONDON, ONTARIO, CANADA THIS 14th DAY of FEBRUARY 2025.



Professor Richard H. McLaren, O.C., AHO