

**In the Matter of a Notice of Major Offense of Alleged Corruptions Offenses under the  
TENNIS ANTI-CORRUPTION PROGRAM**

**Sofia Luini**  
(hereinafter "Luini" or the "Covered Person")

**- and -**

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

Representing the Covered Person:                      Dr. Ariel Reck

Representing the ITIA:                                      John R. Thomas, Smith Hulsey and Busey  
Katy Stirling, ITIA

Anti-Corruption Hearing Officer,  
Tennis Anti-Corruption Program                      Diana Tesic  
(hereinafter "AHO")

## DISPOSITON SUMMARY

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

### **ORDERS**

- (I) Sofia Luini, a Covered Person as defined in Section B.10. and B.27 of the TACP 2024, is liable for Corruption Offenses pursuant to the following sections of:
  - a. TACP 2017
    - i. 4 charges under Section D.1.b
    - ii. 4 charges under Section D.1.d
    - iii. 2 charge under Section D.1.f
    - iv. 4 charges under Section D.2.a.i
  - b. TACP 2018
    - i. 2 charges under Section D.1.b
    - ii. 2 charges under Section D.1.d
    - iii. 2 charge under Section D.1.f
    - iv. 2 charges under Section D.2.a.i
- (II) Pursuant to the TACP and the Guidelines, the sanctions imposed on the Covered Person for these breaches of the 2017 and 2018 are a ban from Participation in any Sanctioned Event for a period of seven (7) years in accordance with Section H.
- (III) The above ordered suspension shall commence on and is effective from the date of this Decision. The period begins on the 23 July 2024 and ends on the 22 July 2034.
- (IV) Under Section H.1.a.(i) a fine of \$30,000 USD is imposed. A payment plan may be agreed between parties for payment of this fine.

### **A. Parties:**

1. The International Tennis Integrity Agency ("ITIA") is the governing body responsible for maintaining the integrity and prevention of corruption in professional tennis worldwide. It performs investigations and enforces the Tennis Anti-Corruption Program ("TACP").
2. Ms. Sofia Luini is an Argentine professional tennis player (sometimes referred to herein as a "Party"; also referred to as the "Player" or the "Covered Person"). She is a "Player" and "Covered Person" as defined in Section B.18. and B.6, respectively of the 2018 TACP. She is accused of engaging in match-fixing, facilitating wagering on her matches, accepting money with the intention of negatively influencing her performance, and failing to report corrupt approaches.
3. Diana Tesic holds the appointment as the Anti-Corruption hearing Officer ("AHO") under the TACP.

## B. Procedural History

4. The alleged Corruption Offenses took place during the calendar years of 2017 and 2018. Therefore, under Section K.5, the alleged offenses are governed by the version of the TACP in the year in which they were alleged to have occurred. The Notice of Major Offense was issued in 2024, and the 2024 TACP governs the procedure by which this matter was heard.
5. On 26 January 2024, the ITIA sent Sofia Luini a Notice of Major Offense (the “Notice”). The Notice charged Luini with 24 breaches of the Tennis Anti-Corruption Program which occurred over 6 separate matches during the years 2017 and 2018. In each of the 6 matches the ITIA charged Luini with:
  - a. Facilitation of Betting (D.1.b TACP) “*No Covered Person shall indirectly or directly, solicit or facilitate any other person to wafer in the outcome or any other aspect of any Event...*”
  - b. Contriving (D.1.d TACP) “*No Covered Person shall indirectly or directly, contrive or attempt to contrive the outcome or any other aspect of any Event.*”
  - c. Receipt of Money (D.1.f TACP) “*No Covered Person shall indirectly or directly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player’s best efforts in any Event.*”
  - d. Non-Reporting (D.2.a.i TACP) “*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... it shall be the Player’s obligation to report such incident to the TIU as soon as possible.*”
6. The Covered Person responded within the deadline pursuant to G.1.b TACP 2024 and requested a hearing.
7. Under Section G.1.g. of the 2024 TACP, the AHO convened a conference call with the counsels for the Parties on 12 March 2024. As a result, a Procedural Order was issued by the AHO indicating *inter alia* the deadlines for the Parties’ submissions, production of documents and hearing procedure. The Procedural Order is supplementary to the carrying out of the arbitration process under the TACP.
8. On 27 March 2024, the ITIA filed its brief and exhibits in compliance with date set in the Procedural Order.
9. The Covered Person requested an extension to file her submissions, to which there were no objections, and did so on 12 April 2024 within the new deadline set by the AHO.
10. Both Parties submitted reply briefs in compliance with their respective deadlines.
11. A hearing was held via video conference on 15 May 2024.
12. In attendance at the hearing were:

AHO	Diana Tesic
For the ITIA	John McLennan (Counsel) Maggie McQuiddy (Counsel) Kim Hettinger (Counsel) Katy Stirling (Counsel) Alan Boyd (Witness)
For Ms. Luini	Ariel Reck (Counsel) Guido Jamer (Counsel) Sofia Luini (Covered Person)
ITIA Secretariat	Jodie Cox Ben Rutherford

### C. Background Facts

13. On 26 January 2024, the ITIA issued a Notice of Major Offense to the Covered Person. The Notice charged Ms. Luini with 24 breaches of the TACP related to six matches played between 2017 and 2018. The charges included: Facilitation of Betting (D.1.b TACP); Contriving (D.1.d TACP); Receipt of Money (D.1.f TACP); and Non-Reporting (D.2.a.i TACP).
14. The ITIA, in its materials filed with its Notice, indicated that the case against the Covered Person corruption offenses stemmed from Operation Belgium, a large-scale criminal investigation conducted by Belgian law enforcement authorities between 2014 and 2018. The operation targeted an organised match-fixing network led by ██████████ (██████████ or ██████████ who was eventually convicted by a Belgian court and sentenced to five years in prison. During this investigation, 181 professional tennis players were implicated in match-fixing activities. The ITIA was granted access to this evidence in 2020 which included downloads of four mobile devices with extensive WhatsApp communications, records of wire transfers and Money Gram payment slips, and numerous transcripts of interviews.
15. The ITIA in its Notice alleged that Ms. Luini was implicated through evidence obtained during Operation Belgium. This evidence primarily consisted of WhatsApp messages between ██████████ and his associate ██████████ (██████████ a former professional tennis player, discussing the fixing of matches played by Ms. Luini. ██████████ has since been given a life time ban from professional tennis for his involvement in match fixing and corruption.
16. The ITIA's investigation focused on the following six matches played by Ms. Luini, where it was alleged that she had agreed to fix certain aspects of these matches in exchange for financial compensation:
  - a. Match 1: ██████████ match against ██████████ on November ██████████ 2017, in ██████████ Paraguay.

- b. Match 2: ██████████ match against ██████████ on ██████████ 27, 2017, in ██████████ Brazil.
  - c. Match 3: ██████████ match against ██████████ on December ██████████ 2017, in ██████████ Brazil.
  - d. Match 4: ██████████ match against ██████████ on April ██████████ 2018, in ██████████ Argentina.
  - e. Match 5: ██████████ match (██████████ ██████████ ██████████) against ██████████ and ██████████ on December ██████████ 2017, in ██████████ Brazil.
  - f. Match 6: ██████████ match (██████████ ██████████ ██████████) against ██████████ and ██████████ on May ██████████ 2018.
17. The evidence presented by the ITIA included WhatsApp messages between ██████████ and ██████████ which detailed offers for Ms. Luini to lose specific sets or games in matches, sometimes at specific scores.
18. The ITIA provided records of payments made to individuals allegedly associated with Ms. Luini, which were alleged to be compensation for her participation in match-fixing. These payments were facilitated through wire transfers.
19. Ms. Luini was interviewed by ITIA investigator Alan Boyd on 2 March 2023. During the interview, Mr. Boyd informed Ms. Luini that she had the right to consult with legal counsel at any time and that the interview could be paused to accommodate this if she wished.
20. In her submissions, Ms. Luini denied all allegations, asserting that she had never participated in match-fixing activities and had no relationship with ██████████ or ██████████

#### **D. The Applicable Law and Jurisdiction**

21. It is undisputed that the applicable rules are TACP 2017 and 2018 with regards to the alleged Major Offenses and the TACP 2024 with regards to the procedure.
22. No party has objected to the appointment of the AHO, undersigned, to hear this matter. She has been properly appointed and seized of the matters in dispute.
23. No other matters relating to jurisdiction or the arbitrability of these matters have been raised by any party.

#### **E. Position of the Parties**

24. The AHO has thoroughly reviewed all the evidence and the written and oral submissions from both parties. Below is a summary of the key contentions presented by the parties. Any evidence or submissions not explicitly mentioned are still considered in the AHO's overall analysis

#### **The ITIA**

25. On 27 March 2024, the ITIA filed its brief. The ITIA alleged that Sofia Luini engaged in match-fixing, facilitated betting, accepted money for negatively influencing her performance, and failed to report corrupt approaches in six separate matches from 2017

and 2018.

26. The ITIA submitted evidence collected from Operation Belgium, including WhatsApp messages between ██████████ ██████████ and ██████████ ██████████ match outcomes which corresponded to conversations between ██████████ and ██████████ screen shots of betting odds relating to five matches and receipts from financial transactions. The ITIA's evidence for financial transactions primarily relied on copies of MoneyGram transfer receipts and the corresponding WhatsApp messages discussing these payments.
27. The ITIA presented evidence that ██████████ ██████████ a known associate of ██████████ convicted of engaging in organised crime relating to match-fixing activities, has been sanctioned by the ITIA for his role in orchestrating and facilitating match fixing and corruption. The ITIA recognised that ██████████ did not defend the 60 charges brought against him, however *“all of those charges were based on matches where the player who was accused of corruption at the instance of ██████████ admitted that the player had in fact committed those corruption offenses.”*
28. The ITIA argued that ██████████ sanction corroborates the authenticity and relevance of the WhatsApp messages and financial transactions connected to Sofia Luini, given that elements aligned with the established pattern of behavior demonstrated by ██████████ Further it argued that ██████████ documented history of match-fixing supports the argument that the communications and payments related to Luini are credible indicators of her involvement in match fixing activities.

29. In terms of the specific charges the ITIA submitted as follows:

**a. Match 1: ██████████ vs ██████████ November ██████████ 2017, Charges 1-4 (“Match 1”)**

- i. The ITIA submitted WhatsApp messages from ██████████ October 2017 between ██████████ and ██████████ discussing specific fixes and how much Luini would be paid to do so. ██████████ offered to ██████████ Luini: \$2,000 to ██████████ ██████████ in each set; \$1,000 to ██████████ specifically in the ██████████ set; \$500 for ██████████ game in the ██████████ set; and 3,000 for Luini to ██████████ at a score of ██████████
- ii. The ITIA submitted the scorecard for the match which corresponded with the WhatsApp messages and confirmed the agreed upon fixes.
- iii. The ITIA argued that the detailed nature of the offer and the alignment with the actual match outcome supported the argument that Luini intentionally did not use her best efforts in order to facilitate the agreed-upon fix.

**b. Match 2: ██████████ vs ██████████ November ██████████ 2017, Charges 4-8 (“Match 2”)**

- i. The ITIA presented that the agreed-upon fix for Match 2 involved WhatsApp message from ██████████ to ██████████ offering to pay Luini to lose the ██████████ service game in each set against ██████████ with a total payment of \$1,200 for ensuring this outcome.
- ii. The match scorecard confirmed that Luini ██████████ games in ██████████ which aligned with the fix instructions discussed in the

messages.

- iii. The ITIA used the WhatsApp messages, match scorecard, and betting information to argue that Luini's performance in the match was deliberately manipulated to meet the terms of the fix.
- iv. The WhatsApp messages refer to [REDACTED] accepting payment on behalf of Luini.

**c. Match 3: [REDACTED] vs [REDACTED] December [REDACTED] 2017, Charges 8-12 ("Match 3")**

- i. The ITIA presented messages exchanged on December 1, 2017, where [REDACTED] and [REDACTED] outlined the specific points and games Luini was to lose for a payment of \$3,000, including to [REDACTED] break in the [REDACTED] set and to [REDACTED] [REDACTED].
- ii. The match scorecard confirmed that Luini [REDACTED] the match, with her performance aligning with the instructions given in the WhatsApp messages.
- iii. The ITIA submitted a copy of a MoneyGram transfer, extracted from one of [REDACTED] phones, was made out to an acquaintance of Luini's ([REDACTED] for \$3,300 11 days following Match 3 and two days following [REDACTED] messages to [REDACTED] regarding payment instructions.

**d. Match 4: [REDACTED] vs [REDACTED] April [REDACTED] 2018, Charges 12-16 ("Match 4")**

- i. The ITIA presented messages exchanged on April 15, 2018, where [REDACTED] and [REDACTED] outlined the plan for Luini to lose the [REDACTED] service game of the [REDACTED] set and confirmed the payment of \$500.
- ii. The match scorecard confirmed that Luini [REDACTED] her [REDACTED] service game in the [REDACTED] set, aligning with the fix instructions.
- iii. The ITIA submitted a copy of a MoneyGram transfer for \$500 from a known associate of [REDACTED] to a [REDACTED] (an [REDACTED] tennis coach).

**e. Match 5: [REDACTED] ([REDACTED] [REDACTED] [REDACTED] vs [REDACTED] & [REDACTED] December [REDACTED] 2017, Charges 16-20 ("Match 5")**

- i. The ITIA presented messages exchanged on December [REDACTED] 2017, where [REDACTED] and [REDACTED] outlined the plan for Luini and [REDACTED] [REDACTED] [REDACTED] to [REDACTED] at a score of [REDACTED] and confirmed the payment of \$2000.
- ii. The match scorecard confirmed that Luini and [REDACTED] lost the [REDACTED] set [REDACTED] aligning with the instructions given in the WhatsApp messages.
- iii. The ITIA submitted copies of two MoneyGram transfers, one for \$800 from a known associate of [REDACTED] to a [REDACTED] on account for [REDACTED] and another for \$3300 made out to an acquaintance of Luini's ([REDACTED]). The ITIA submitted that this was a batch payment for the agreed fixes for Match 3 and Match 5.

f. **Match 6:** [REDACTED] ( [REDACTED] [REDACTED] [REDACTED] vs [REDACTED] & [REDACTED]  
[REDACTED] May [REDACTED] 2018, Charges 20-24 (“Match 6”)

- i. The ITIA presented WhatsApp messages where [REDACTED] informed [REDACTED] that Luini reached out requesting payment to fix her [REDACTED] match. The messages indicate that the Luini would [REDACTED] with her [REDACTED] [REDACTED] in exchange for \$2,500.
- ii. The match scorecard confirmed that Luini and [REDACTED] [REDACTED] [REDACTED] aligning with the agreed upon fix in the WhatsApp messages.
- iii. The ITIA submitted a copy of a MoneyGram transfer for \$1,800 from a known associate of [REDACTED] to an [REDACTED]

30. As to the Sanction, the ITIA submitted in line with the Sanctioning Guidelines (“the Guidelines”), the Charges against Luini should be categorised as A-1. The ITIA notes that when applying the Guidelines, the AHO “*retains full discretion in relation to the sanctions to be imposed in accordance with the TACP and may apply or depart from the guidelines in accordance with the circumstances of the case.*”

31. The ITIA submits that it would be reasonable and appropriate for Luini to be permanently banned from tennis and fined US\$75,000.

32. The ITIA submits that Luini’s conduct falls within culpability A, i.e., “High Culpability” because of the following factors:

- a. committed numerous offenses in 6 matches over a 7 month period; thereby committing multiple offenses over a protracted period of time which fits within Category A;
- b. acted in concert with [REDACTED] to contrive her matches and lead [REDACTED] [REDACTED] [REDACTED] to commit Corruption Offenses; and
- c. in respect of all the matches there was a high degree of advanced planning as Luini contrived aspects of the matches, facilitated wagering, and accepted and solicited money with the intention of negatively influencing best efforts.

33. With regard to Impact, the ITIA submitted that Luini has satisfied 3 out of 4 Category 1 criteria as follows:

- a. the ITIA submits that all 24 Charges against Luini are Major Offences as defined by Section B.21 of the TACP 2024, and 20 are punishable by maximum period of ineligibility under the TACP in affect at the time.
- b. the ITIA submits that the Charges against Luini, if proven, are a significant material impact on the reputation and integrity of tennis.
- c. The ITIA submits that Luini (together with [REDACTED] was a willful participant in a complex and well planned match fixing arrangement within which Luini realized financial gain from participating. The ITIA in total identified \$5,600 in payments to Luini.

34. Therefore, the ITIA submits that based on the above factors Luini’s case should be categorised as A-1 and appropriate starting point for Luini’s sanction is permanent ineligibility with a category range from 10 years to permanent ineligibility.



35. The ITIA submits that Luini completed TIPP training 5 January 2017, and therefore is familiar with his obligations under TACP. These are aggravating factors that the AHO should consider when determining the sanction. No mitigating factors are present.
36. Regarding the fine, the ITIA submits that Luini committed 24 Offenses, six of which include contriving aspects of her own matches. The Guidelines recommend a minimum fine of \$75,001.
37. The ITIA recommends a sanction of (i) permanent ban from tennis and (ii) \$75,000 fine which takes into account the \$5,600 received corrupt payments.

### **The Covered Person**

38. On 12 April 2024 the Ms Luini filed her Answer brief. In it, Ms Luini denied any involvement in match-fixing activities and denied all charges attributed to her. She stated that she has never met or had any contact with [REDACTED] [REDACTED] or [REDACTED] [REDACTED] and was not involved in any of the activities alleged by the ITIA.
39. The Player highlighted the lack of direct evidence submitted by the ITIA linking her to the alleged match-fixing, which includes:
  - a. No direct communications or agreements between Luini and [REDACTED] or [REDACTED] have been presented. The messages between [REDACTED] and [REDACTED] show discussions between two third parties, without any concrete evidence linking Luini to the alleged activities. There is no confirmation or response from Luini in any of the messages, and no evidence that she agreed to or carried out any match-fixing instructions;
  - b. The payments cited by the ITIA do not correspond arithmetically with the amounts allegedly offered for match-fixing;
  - c. No betting slips or concrete evidence of bets placed on Luini's matches were provided, only screenshots of public betting information; and
  - d. Several matches involved in the charges showed no unusual betting alerts or patterns.
40. In addition, the Player noted that the ITIA presented several inconsistencies and misrepresentations in the evidence. Namely that payments mentioned in the ITIA's evidence were made to individuals with no proven connection to Luini and that the alleged suspicious activities in matches do not align with her historical match patterns and performance.
41. In her submissions the Player argued that there were procedural deficiencies in the investigation process surrounding her interview with ITIA investigator, Alan Boyd. She argued that she was not adequately informed of her right to legal counsel, breaching her rights of due process and impacting her ability to defend herself effectively.
42. Lastly, the Player referenced the cases of *ITIA v Sanjar Fayziev*, *ITIA v Baptiste Crepatte*, and *ITIA v Sherazad Reix* where some of the same charges that were applied to Luini were dismissed despite having more substantial evidence that wha the ITIA has

presented, including direct payments and betting alerts. Therefore, Luini argued, in consideration of the precedents set by this tribunal the ITIA did not discharge its burden and demonstrate that the standard of proof, ie. on the preponderance of evidence, was met.

43. In terms of the specific charges the Player submitted as follows:

**a. Match 1: [REDACTED] vs [REDACTED] November [REDACTED] 2017 (“Match 1”)**

- i. The evidence the ITIA relies on are WhatsApp messages between [REDACTED] and [REDACTED] discussing betting on the match. The messages were mere gambling offers with no confirmation from [REDACTED] that the bet was made. Moreover, the ITIA did not submit an actual screenshot of the bet and no evidence of betting or match-fixing was provided.
- ii. The ITIA relied on a correlation between the match result and the alleged bet. Luini argues that [REDACTED] to [REDACTED] was consistent with her historical performance against her. No technical match analysis was provided by the ITIA to demonstrate that her play was suspicious. The ITIA's evidence is based on circumstantial inferences rather than concrete proof.
- iii. There is no evidence of any payments made to Luini in connection with this match. The ITIA failed to show any financial transactions that could be linked to match-fixing.
- iv. Luini argued that since she did not receive any corrupt approaches, there was nothing to report. The ITIA did not present any evidence that she was approached or had any knowledge of the alleged match-fixing activities.

**b. Match 2: [REDACTED] vs [REDACTED] November [REDACTED] 2017 (“Match 2”)**

- i. Luini denies any involvement and emphasizes the lack of direct evidence. The messages between [REDACTED] and [REDACTED] do not implicate her directly, and no betting slips were provided.
- ii. The ITIA's reliance on double faults as evidence is flawed since double faults were a common issue in Luini's matches. There is no specific evidence that her performance in this match was deliberately manipulated.
- iii. The ITIA presented no evidence of any payment to Luini. The alleged payments to other individuals have no proven connection to her.
- iv. Luini maintains that she was never approached with corrupt proposals, hence she had no obligation to report anything to the ITIA.

**c. Match 3: [REDACTED] vs [REDACTED] December [REDACTED] 2017 (“Match 3”)**

- i. The messages discussing the match are speculative and do not confirm Luini's involvement. Betting against Luini was reasonable given her past losses to [REDACTED]. No direct evidence or betting slips were provided.
- ii. Luini called for medical assistance during the match, indicating she was physically struggling. The ITIA did not consider this in their analysis. Her performance was consistent with previous matches against [REDACTED] where Luini lost matches against her in 2015 and 2017 at [REDACTED] and [REDACTED] respectively.
- iii. The payment to [REDACTED] in the amount of USD \$ 3,300.00 does

not match the alleged amounts discussed in the messages between [REDACTED] and [REDACTED] (total for Match 3 and Match 5 was USD \$4, 200.00). The fact that [REDACTED] was also a tennis player and that there is a link via a social network does not by default make her the Player's trusted person. There is no evidence linking this payment to Luini or to match-fixing.

- iv. Luini asserts that she received no corrupt approaches and thus had no obligation to report anything.

**d. Match 4: [REDACTED] vs [REDACTED] April [REDACTED] 2018 ("Match 4")**

- i. The ITIA relied on text messages and did not present actual screenshots of the placed bet. The payment to [REDACTED] is unrelated to Luini as the instruction for payment was initiated two hours after the proof of payment of USD\$500 was sent. There is no direct link between the messages and any actions taken by Luini.
- ii. No technical analysis was provided to show that Luini's play was suspicious. Her performance in the match was consistent with her usual play.
- iii. There is no direct evidence connecting the payment to Luini and there is not proof of link between Luini and [REDACTED]

**e. Match 5: [REDACTED] ([REDACTED] [REDACTED] [REDACTED] vs [REDACTED] [REDACTED] [REDACTED] December [REDACTED] 2017 ("Match 5")**

- i. Luini denies any involvement in facilitating betting on this match. There is no indication that she was aware of or involved in any betting activities.
- ii. On the day of the match, Luini played a [REDACTED] match against [REDACTED] during which she called for medical assistance. This indicates she was physically struggling, which would naturally affect her performance for the [REDACTED] match.
- iii. The ITIA did not present any detailed analysis of the match to substantiate claims of intentional poor performance or specific actions that would indicate match-fixing.
- iv. There is no evidence that Luini received any payments related to this match. The payments to [REDACTED] and [REDACTED] individuals not connected to Luini, do not correspond to the sums discussed in the WhatsApp messages and do not link directly to Luini.
- v. There were no corrupt approaches made to Luini by [REDACTED] or any other party. Without any approach, there was nothing to report to the ITIA.

**f. Match 6: [REDACTED] ([REDACTED] [REDACTED] [REDACTED] vs [REDACTED] & [REDACTED] May [REDACTED] 2018 ("Match 6")**

- i. There is no evidence of direct communication between Luini and [REDACTED] or [REDACTED] discussing betting or match-fixing.
- ii. The ITIA did not provide any betting slips or direct evidence that bets were placed based on the alleged match-fixing agreements.
- iii. Luini has a history of varying performance levels, and her play in this match was not unusual. The ITIA did not provide a technical analysis of the match to show that her performance was suspicious or deliberately poor.

- iv. Payments to ██████████ and others do not correspond to the sums discussed in the messages and are not linked to Luini.
  - v. The ITIA failed to provide evidence of financial transactions involving Luini that could be connected to match-fixing activities
  - vi. There were no corrupt approaches made to Luini by ██████████ or any other party. Without any approach, there was nothing to report to the ITIA.
44. As to the Sanction, Luini denies any participation in all 24 charges and that the sanctions requested by the ITIA are disproportionate and out of line with the parameters set forth in its own precedents and in CAS jurisprudence.

## **F. Applicable Provisions of the 2018 TACP**

45. Sections H of the 2018<sup>1</sup> TACP read as follows:

*“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:*

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

## **G. Admissibility of Evidence and Burden of Proof**

46. Section G.3.d. of the TACP 2024 states, “[...] A Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.”
47. The admissibility of evidence was discussed by CAS in the case of *Khalil, Mesbahi & Kilani v. ITIA* (“the Khalil Award”). The CAS Panel found Section G.3.c. of the TACP to be consistent with international arbitration standards, which state that “[...] *the arbitral tribunal is not bound to follow the rules applicable to the taking of evidence before the courts of the seat.*” Applying this principle, the Panel held that the evidence obtained from Belgian criminal authorities was admissible. The present case also arises from the same Belgian investigation.
48. The Panel in the Khalil Award also noted that the CAS Code does not contain specific provisions regarding the assessment of evidence in CAS proceedings or, by analogy, in AHO evaluations and decisions. It was noted that the principle of free evaluation of evidence (“*libre appréciation des preuves*”) is applicable in international arbitration in general and to CAS proceedings in particular. Furthermore, Section G.3.d. of the TACP

---

<sup>1</sup> Section H.1 of the 2017 TACP is substantially similar.

applies a similar rule, stating that "[...] A Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO." Therefore, in the present proceedings, the AHO may evaluate the evidence on record at her discretion. The Panel also distinguished between direct and circumstantial evidence, stating that *"Direct evidence is evidence that, if believed, directly proves a fact. Circumstantial evidence differs as it requires a trier of fact to draw an inference to connect it with a conclusion of fact."*

49. Section G.3.a of the TACP 2024 provides that the ITIA must prove the charges by a preponderance of the evidence as follows: *"The ITIA (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence."*
50. The standard of preponderance of evidence is met if *"the proposition that the Player engaged in attempted match-fixing is more likely than not to be true."* This standard is equivalent to the English law standard of proof on the "balance of probabilities." The AHO has applied this standard of proof to the Charges.
51. While it is possible to find a breach of the TACP without direct evidence, the circumstantial evidence must still meet the standard of the preponderance of the evidence as required by Section G.3.a. of the TACP 2024.
52. In evaluating the evidence for this case, the AHO has relied on the aforementioned principles. Applying these principles to circumstantial evidence, the AHO has drawn various conclusions based on inferences from the circumstances. Sometimes, the evidence's weight allows for a logical or reasonable inference, similar to a finding of fact, even without direct evidence. In other cases, a logical deduction from the reliability or sufficiency of the evidence permits the inferred finding that a Corruption Offense has occurred. In all instances, the AHO's conclusion meets the preponderance of the evidence standard, indicating that it is more likely than not to be true.
53. There is no proof of any direct communication between [REDACTED] or [REDACTED] and Luini regarding the alleged Corruption Offenses. Additionally, there is no direct evidence or material proof of any payment to the Luini. While there is no evidence that connects Luini directly or indirectly to a transaction or even cash payment, according to the evidence submitted by the ITIA investigator, Mr. Alan Boyd, the *modus operandi* by which payments were made to players was through friends or family to conceal the actual beneficiary, being the player. Therefore, in consideration of the above, the AHO will apply the foregoing principles when evaluating the evidence.

## **H. Decision**

54. The AHO has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings. Reference is made in this Decision only to the evidence and submissions considered necessary to explain the reasoning.
55. As a preliminary matter, Luini has argued that she was not offered the proper procedural protections during her interview with ITIA investigator Mr. Boyd. The AHO finds that the claim regarding the lack of procedural fairness in her interview with Mr. Boyd not substantiated. The AHO has reviewed the interview transcript and Mr. Boyd informed Luini

multiple times of her right to have legal counsel present during the interview. The AHO is satisfied that Luini was fully aware of her rights, and therefore, her argument of not being provided procedural fairness is not accepted.

56. The ITIA has charged Luini with the same four offenses for each of the six matches. In particular the ITIA submits that Luini intentionally failed to use her best efforts in order to facilitate betting and received money for doing so, in breach of sections D.1.b, D.1.d. and D.1.f. of the 2017 and 2018 TACP. Further, the ITIA submits that Luini failed to report the approach made by [REDACTED] in respect of fixing in breach of Section D.2.a.i of 2017 and 2018 TACP. Instead of repeating each of the four offenses for each of the Matches, the AHO will refer to this paragraph throughout her decision.

#### Match 1 [REDACTED] v [REDACTED] | November 2017

57. Match 1 charges relate to the outcomes of Luini's [REDACTED] game in each set, the [REDACTED] service game in the [REDACTED] set and the final score of the [REDACTED] set. In particular the ITIA submits that Luini intentionally failed to use her best efforts in this match [REDACTED] her [REDACTED] service game in each set, [REDACTED] her [REDACTED] service game in set [REDACTED] and [REDACTED] the [REDACTED] set at a score of [REDACTED].
58. The ITIA relies on a combination of a screenshot of betting odds for the match, WhatsApp messages between [REDACTED] and [REDACTED] on [REDACTED] October 2017 and the match scorecard to show that Luini contrived the match outcome and facilitated betting and received money for doing so. The WhatsApp messages between [REDACTED] and [REDACTED] detail the arrangements for Luini to [REDACTED] in each set for \$2000, to [REDACTED] [REDACTED] in the [REDACTED] for \$1000, her [REDACTED] in the [REDACTED] set for 500, and to [REDACTED] [REDACTED] for \$3000. The match scorecard indicates that Luini [REDACTED] game in each set and her [REDACTED] service game in the [REDACTED] set, and lost the second set [REDACTED] consistent with the offer in the WhatsApp messages. In *ITIA vs. Anis Ghorbel*, AHO Khalifa found that the Covered Person breached D.1.d based on the circumstantial evidence of the scorecard and WhatsApp messages considered together. In *Ghorbel*, there was a level of certainty in the outcome of the breaks reflected in the WhatsApp messages that was consistent with the score card.
59. The level of detail between [REDACTED] offer and the corresponding final outcome of Luini's Match 1, as indicated by the score card, suggests a deliberate attempt to contrive the outcome of the match in order to facilitate another person to wager on its outcome. The AHO finds the correspondence between the predicted and actual match outcomes compelling evidence and is satisfied that it is more likely than not that Luini agreed to fix the match according to [REDACTED] offer in the WhatsApp messages. Therefore, the AHO concludes on the preponderance of the evidence that Luini violated Sections D.1.b and D.1.d of the TACP 2017.
60. The breach of the foregoing two provisions means that there was by logical deduction an inference of a corrupt approach to Luini to provide a benefit to her to influence aspects of Match 1. No evidence has been submitted that fulfills the language of Section D.2.a.i. that the Player has "... report[ed] such incident to the TIU as soon as possible ". As such this obligation to report is unfulfilled. Therefore, there is also a breach of Section D.2.a.i. of the 2017 TACP. For the reasons set out the AHO finds that the alleged breaches of Sections D.1.b. D.1.d. and D.2.a.i. alleged in the Notice are proven.

61. The wording of Section D.1.f. of the 2017 TACP states that the player must have accepted or solicited "...money, benefit, or Consideration..." with the intent of influencing their best efforts in an event. While it can be logically inferred that if the player fixed the match, they might receive a benefit, however, as found in *ITIA v Crepatte* "the interpretation requires some tangible benefit since money and benefit are undefined, and Consideration includes value beyond money." There is no evidence of communication with Luini or payment to her. The WhatsApp messages include varying amounts for the specific fixes, however there is no evidence that connects directly or indirectly Luini to a specific amount paid or transaction of any kind. Therefore, the evidence does not support a reasonable inference of receipt of a benefit. For these reasons, the AHO does not find that the alleged breach of Section D.1.f. occurred and is dismissed.

**Match 2 [REDACTED] v [REDACTED] [REDACTED] November 2017**

62. Match 2 on [REDACTED] November 2017 was the first of three matches that took place at the [REDACTED] in [REDACTED] Brazil. [REDACTED] Match 3 and [REDACTED] Match 5 took place during [REDACTED]. The Charges discussed at para. 56 relate to the outcomes of Luini's [REDACTED] service game in each set.

63. The evidence relied upon by the ITIA includes a screenshot of betting odds for the match, WhatsApp messages and match outcomes. The WhatsApp messages between [REDACTED] and [REDACTED] detail the arrangements for Luini to [REDACTED] in each set of the match, with an offered payment of \$1,000. [REDACTED] responds to [REDACTED] stating that:

*"Yes Luni ask if is possible 600 each break Because she is seed ??  
"She ask because she is seed it [REDACTED] in the tournament"*

[REDACTED] responded:

*"Tell her ok this time"  
[REDACTED] break each sets > 1200 + 500"*

64. Despite the fact that Ms Luini [REDACTED] the [REDACTED] set [REDACTED] and the [REDACTED] set [REDACTED] the match scorecard indicates that Luini [REDACTED] game in [REDACTED] consistent with the instructions in the WhatsApp messages.

65. Similar to Match 1, the AHO finds that the WhatsApp messages provide detailed plans for manipulating the match, including the specific games Luini was to lose. This level of detail parallels the detail of the messages submitted for Match 1 and suggests a deliberate attempt to influence betting outcomes. The discussion of financial compensation in exchange for these actions further supports the charge that Luini facilitated wagering by agreeing to manipulate the match in a way that would affect its outcome.

66. The alignment between the match scorecard and the instructions in the WhatsApp messages indicates that Luini followed the plan to lose specific service games. The AHO notes that Luini double faulted [REDACTED] in her [REDACTED] service game of the [REDACTED] set and [REDACTED] times in the [REDACTED] service game of the [REDACTED] set. Alone, the double faults are not necessarily demonstrative match fixing. However, when taken together with the consistency between planned and actual outcomes of the match it is compelling

circumstantial evidence that Luini relied on double faults to contrive the [REDACTED] service game of [REDACTED]. Therefore the AHO finds that the specific instructions to [REDACTED] in each set and the match scorecard confirming these losses provide sufficient evidence of match manipulation. Therefore, the AHO concludes on the preponderance of the evidence that Luini violated Sections D.1.b and D.1.d of the TACP 2017.

67. The AHO relies on the same inference made for Match 1 with respect to the breach of Section D.2.a.i. at para. 59. A reasonable conclusion to draw from the communications between [REDACTED] and [REDACTED] is that [REDACTED] was serving as the intermediary between [REDACTED] and Luini. Given the lack of evidence of any report made by Luini, it can be reasonably concluded that she did not report the corrupt approaches. The TACP requires players to report any corrupt approaches or knowledge of such activities, and the absence of any reporting from Luini constitutes a breach of this requirement. Therefore, there is also a breach of Section D.2.a.i. of the 2017 TACP. For the reasons set out the AHO finds that the alleged breaches of Sections D.1.b., D.1 d. and D.2.a.i. alleged in the Notice are proven.
68. With respect to the alleged breach of Section D.1.f. the evidence relied upon by the ITIA is the WhatsApp message from [REDACTED] telling [REDACTED] to send [REDACTED] the money from Luini to [REDACTED]. While this is the first message which shows some payment instruction the AHO finds, as was found in Match 1 above, that this is not sufficient evidence of Luini accepting money or other tangible benefit relating to Match 2. Therefore, the alleged breach of that D.1.f. is not proven on a preponderance of the evidence and is dismissed.

### Match 3 [REDACTED] v [REDACTED] | December 2017

69. The charges in Match 3 mirror those of Match 1 at para. 56 and are related to (i) Luini [REDACTED] the [REDACTED] set at a score of [REDACTED] and (ii) losing the [REDACTED] break of the [REDACTED] set.
70. The evidence relied upon by the ITIA includes WhatsApp messages exchanged on [REDACTED] December 2017 between [REDACTED] and [REDACTED] and the match scorecards. The WhatsApp messages between [REDACTED] and [REDACTED] detail the arrangements for Luini to receive \$3000 USD to [REDACTED] [REDACTED] and the [REDACTED] set to [REDACTED]. [REDACTED] replies "Confirmed", confirming the fix. The match scorecard indicates that Luini [REDACTED] both the [REDACTED] [REDACTED] and her [REDACTED] service game in the [REDACTED] set, consistent with the offer in the WhatsApp messages.
71. Luini argued that it was a reasonable choice to bet against her in this match since her historical record against [REDACTED] is [REDACTED]. Even if the AHO considers the low probability of Luini winning the match based on her historical performance, this does not negate the inference derived from the WhatsApp and scorecard evidence that the service game in the second set was fixed. Consequently, the AHO does not find credible the argument that Luini did not fix any aspect of the match because it was reasonable to bet against her. The AHO therefore finds, similarly to Match 2, the alignment between the match scorecard and the instructions in the WhatsApp messages compelling evidence that Luini followed an agreed offer to contrive the loss of the [REDACTED] set at a score of [REDACTED] and to [REDACTED] service game in the [REDACTED] set. Therefore, the AHO concludes on the preponderance of the evidence that Luini violated Sections D.1.b and D.1.d of the TACP 2017.



72. The AHO further finds that there was a breach of D.2.a.i based on the inference as outlined in para. 59 above.

73. In respect of the breach of D.1.f, the ITIA relies on the following evidence:

- (i) on [REDACTED] December 2017 [REDACTED] sends instructions to [REDACTED] via WhatsApp message where to send the payment for Luini [REDACTED] for [REDACTED]: [REDACTED] [REDACTED] *argentina 800 for luni: [REDACTED] [REDACTED] [REDACTED] [REDACTED] Argentina (western union is possible) 3300*;
- (ii) a screenshot of a MoneyGram transfer made 13 [REDACTED] in the amount of \$3,300 USD to a [REDACTED] [REDACTED] (" [REDACTED] from one of [REDACTED] known associates, [REDACTED] [REDACTED] and [REDACTED]
- (iii) that [REDACTED] is a known associate of Luini's because she "liked" Facebook posts in 2016 and 2017, and was tagged in one of [REDACTED] posts in 2020.

74. The AHO is persuaded by the circumstantial evidence as it pertains to this match that a breach of D.1.f. has occurred. First, match-fixing networks, like that of [REDACTED] are designed to operate in secrecy, employing multiple layers of obfuscation to avoid detection. In this instance, the *modus operandi* of [REDACTED] payment practices is evidenced through the WhatsApp messages ie. the involvement of intermediaries making the payments and financial transactions that are difficult to trace.

75. Moreover, as evidenced by the Money Gram screen shots, payments are being made to both Luini and [REDACTED] [REDACTED] from two separate intermediaries to two separate recipients. It can be inferred that each Luini and [REDACTED] informed [REDACTED] to whom send the Money Gram. The standard practice for match-fixing payments to be made is either payments in cash or by using money transfer services with friends/family members being the recipients, to seek to hide that the player was the ultimate beneficiary.

76. In a separate case the [REDACTED] [REDACTED] this AHO found that [REDACTED] deemed to have breached D.1.f. for this match.

77. As it pertains to the discrepancy between the amounts offered the WhatsApp messages of \$3000 to fix this match and the eventual Money Gram transfer of \$3300 USD, Mr. Boyd, the ITIA investigator, presented that there could generally be various reasons for such a discrepancy. Namely that the amount could potentially include payments for other fixed matches that went on undiscovered by the investigation, ie. batch payments for fixed more than one fixed match.

78. The remaining circumstantial evidence surrounding the Facebook connection with [REDACTED] [REDACTED] although the least persuasive to the AHO, when considered together with foregoing support a reasonable conclusion that Luini was expecting and likely received some form of payment, even if the exact financial transaction is not directly linked to her.

79. Therefore, AHO is satisfied that the evidence is sufficiently reliable to draw an inference that Luini received payment for Match 3. Given the foregoing, the evidence supports a reasonable inference of receipt of a benefit for Match 3. For these reasons, the AHO finds that the alleged breach of Section D.1.f. occurred.

**Match 4 [REDACTED] v [REDACTED] [REDACTED] April 2018**

80. The charges in Match 4 found at para. 56 are related to Luini losing the [REDACTED] break of the [REDACTED] set.
81. The evidence relied upon by the ITIA includes WhatsApp messages between [REDACTED] and [REDACTED] which detail the arrangements for Luini to [REDACTED] service game in the [REDACTED] of the match, with an agreed payment of \$500. [REDACTED] writes "In the [REDACTED] set, [REDACTED] break." And [REDACTED] responds "[REDACTED], [REDACTED] time she served, break for 500." To which [REDACTED] responds, "yes." The match scorecard indicates that Luini [REDACTED] her [REDACTED] service game in the [REDACTED] set, consistent with the instructions and offer in the WhatsApp messages.
82. The AHO therefore finds that the alignment between the match scorecard and the instructions in the WhatsApp messages compelling evidence that Luini followed an agreed offer to contrive the [REDACTED] of her [REDACTED] service game in the [REDACTED] set. Therefore, the AHO concludes on the preponderance of the evidence that Luini violated Sections D.1.b and D.1.d of the TACP 2017.
83. The AHO further finds that there was a breach of D.2.a.i based on the inference drawn in para. 59 above.
84. In respect of the breach of D.1.f, the ITIA relies on (i) an exchange in WhatsApp between [REDACTED] and [REDACTED] regarding the payment instructions. [REDACTED] says the payment should go to [REDACTED] an [REDACTED] [REDACTED] and former player; and (ii) a screen shot of a Money Gram in the amount of \$500 transferred from [REDACTED] a known associate of [REDACTED] to [REDACTED]. The AHO finds that the detail contained in the messages, including alignment between the match scorecard and the instructions in the WhatsApp messages together with the exact payment of \$500 discussed in the WhatsApp consistent with the fix are sufficient evidence to support a reasonable inference of receipt of a benefit for Match 4. For these reasons, the AHO finds that the alleged breach of Section D.1.f. occurred.

**Match 5 [REDACTED] with [REDACTED] [REDACTED] against [REDACTED] & [REDACTED] on December [REDACTED] 2017**

85. The charges in Match 5 found at para. 56 are related to Luini and [REDACTED] (" [REDACTED] to losing the first set of the match against [REDACTED] and [REDACTED] at the [REDACTED] tournament in [REDACTED] Brazil.
86. The evidence relied upon by the ITIA includes WhatsApp messages between [REDACTED] and [REDACTED] on [REDACTED] December 2017 which detail the arrangements for Luini and [REDACTED] to [REDACTED] at a score of [REDACTED] for an agreed payment of \$2,000. The messages further indicate that Luini was "Asking [REDACTED] [REDACTED] to go through with the fix. The scorecard for the match indicates that the set was lost [REDACTED] consistent with the instructions and offer in the WhatsApp messages.
87. The AHO therefore finds that the alignment between the match scorecard and the instructions in the WhatsApp messages compelling evidence that Luini followed an agreed offer to contrive the loss of the first set of Match 5. Therefore, the AHO concludes on the

preponderance of the evidence that Luini violated Sections D.1.b and D.1.d of the TACP 2017.

88. The AHO further finds that there was a breach of D.2.a.i based on the inference drawn in para. 59 above.

89. In respect of the breach of D.1.f, the ITIA relies on the following evidence which is substantially similar to the evidence presented for Match 3 above at para. 72:

- a. on [REDACTED] December 2017 [REDACTED] sends instructions to [REDACTED] via WhatsApp message where to send the payment for Luini and [REDACTED] for [REDACTED]:  
[REDACTED] [REDACTED] *argentina 800 For luni: [REDACTED] [REDACTED] [REDACTED] [REDACTED] Argentina (western union is possible) 3300*";
- b. a screenshot of a MoneyGram transfer made [REDACTED] December 2017 in the amount of \$3,300 USD to a [REDACTED] from one of [REDACTED] known associates, [REDACTED]
- c. a screenshot of a MoneyGram transfer made [REDACTED] December 2017 in the amount of \$800 USD to a [REDACTED] [REDACTED] from one of [REDACTED] known associates, [REDACTED]
- d. that Ms. [REDACTED] is a known acquaintance of [REDACTED] based off of a Facebook picture from 2011.

90. For the reasons outlined in paragraphs 73-77 above, the AHO is satisfied that the evidence is sufficiently reliable to draw an inference that Luini received payment for Match 5. Given the foregoing, the evidence supports a reasonable inference of receipt of a benefit for Match 5. For these reasons, the AHO finds that the alleged breach of Section D.1.f. occurred.

**Match 6 [REDACTED] with [REDACTED] [REDACTED] against [REDACTED] and [REDACTED] on May [REDACTED] 2018**

91. The charges in Match 6 found at para. 56 are related to Luini and [REDACTED] losing the set of the match against [REDACTED] and [REDACTED] at an [REDACTED] tournament in [REDACTED], Spain.

92. The evidence relied upon by the ITIA includes WhatsApp messages between [REDACTED] and [REDACTED] on [REDACTED] May 2018 which detail the arrangements for Luini and [REDACTED] to [REDACTED] at a score of [REDACTED] for an agreed payment of \$2,500. The messages further indicate that it was Luini who reached out to [REDACTED] to initiate an offer from [REDACTED] "Sofia Luini want double in [REDACTED] [REDACTED] responds to [REDACTED] [REDACTED]: [REDACTED] > 2500 + 500 [REDACTED] > 2000 + 500". [REDACTED] writes "Confirmed" to confirm the fix and later states "Luini, [REDACTED] are professionals" in relation to [REDACTED] relaying "She is afraid if she can't kiss [REDACTED] what happen." He later instructs [REDACTED] "But tell her to talk to [REDACTED] The scorecard for the match indicates that the set was lost [REDACTED] consistent with the instructions and offer in the WhatsApp messages.

93. The AHO therefore finds that the alignment between the match scorecard and the instructions in the WhatsApp messages compelling evidence that Luini followed an agreed offer to contrive the loss of the first set of Match 6. Therefore, the AHO concludes on the

preponderance of the evidence that Luini violated Sections D.1.b and D.1.d of the TACP 2017.

94. The AHO further finds that there was a breach of D.2.a.i based on the inference drawn in para. 59 above.

95. In respect of the breach of D.1.f, the ITIA relies on the following evidence:

- a. on [REDACTED] May 2018 [REDACTED] sends instructions to [REDACTED] via WhatsApp message where to send the payment for Luini "Luni : Name : [REDACTED] To [REDACTED] [REDACTED] and on the 24 May 2018 he sends "Luni: 1800 [REDACTED] 3300 Me : 2200";
- b. a screenshot of a MoneyGram transfer made [REDACTED] May 2018 in the amount of \$1,800 USD to a [REDACTED] [REDACTED] from one of [REDACTED] known associates, [REDACTED] [REDACTED]

96. The ITIA sought to establish a link between Luini and [REDACTED] that the AHO does not find particularly compelling. Mainly that Luini had a sponsor in Switzerland (whose name, details or length of the sponsorship were not provided); that Luini played some matches in Switzerland; that [REDACTED] the home of [REDACTED], is close to Switzerland; [REDACTED] is a [REDACTED] and Luini has revealed [REDACTED]; and because of the foregoing, Luini and [REDACTED] are associates. However, the AHO finds that the ITIA's efforts to establish this connection were unsubstantiated and insufficiently proven.

97. The lack of a direct or indirect connection between the recipient and Luini and the discrepancy in the agreed payment amount and the actual MoneyGram transfer alone would not have satisfied the AHO that there was a reasonable inference of receipt of a benefit. However, the AHO considers that the WhatsApp messages, which indicate that Luini solicited [REDACTED] to fix the match, an aggravating factor that significantly impacts the analysis. The AHO finds that solicitation demonstrates a premeditated and active effort to engage in corrupt activities, from which the AHO concludes that Luini was expecting and likely received some form of payment, even if the exact financial transaction is not directly linked to her. It is not possible to otherwise explain or make sense of the WhatsApp messages unless Luini was soliciting [REDACTED] to fix the match for money. Therefore the AHO finds that evidence supports a reasonable inference of receipt of a benefit for Match 6. For these reasons, the AHO finds that the alleged breach of Section D.1.f. occurred.

## I. Sanctions

98. Match-fixing represents one of the most insidious threats to the sport of tennis, fundamentally undermining the principles of fair play and competition. The essence of sports lies in the unpredictability and authenticity of its outcomes, which is completely compromised by match-fixing. When players engage in such activities, they not only betray their own integrity but also erode the trust of fans and fellow athletes. This corrupt practice diminishes the value of the sport and can lead to a widespread loss of confidence.

99. To safeguard the sport's future, it is critical to address match-fixing with the utmost seriousness. Stringent sanctions are necessary to convey a clear message that such behavior will not be tolerated. These penalties must be severe enough to deter potential offenders and reinforce the commitment to maintaining the sport's integrity. The imposition

of appropriate sanctions is essential to support the TACP's efforts to eradicate such corruption and prevent repeat offenders.

100. However, any sanction imposed must both be proportional to the offense and consistent with prior cases. There are 24 charges against Luini under the 2017 and 2018 TACP as set out in paragraph 5 above.
101. The AHO has found Luini liable for 22 charges, i.e.,
  - a. 4 charges under 2017 TACP Section D.1.d, contriving aspects of her 4 matches in 2017;
  - b. 2 charges under 2018 TACP Section D.1.d, contriving aspects of her 2 matches in 2018;
  - c. 4 charges under 2017 TACP Section D.1.b, facilitating wagering on 4 matches in 2017;
  - d. 2 charges under 2018 TACP Section D.1.b, facilitating wagering on 2 matches in 2017;
  - e. 2 charge under 2017 TACP Section D.1.f, accepting or soliciting money with the intention of negatively influencing her best efforts in 2 matches in 2017;
  - f. 2 charge under 2018 TACP Section D.1.f, accepting or soliciting money with the intention of negatively influencing her best efforts in 2 matches in 2018;
  - g. 4 charges under 2017 TACP Section D.2.a.i, failure to report four of [REDACTED] corrupt approaches in 2017;
  - h. 2 charges under 2018 TACP Section D.2.a.i, failure to report two of [REDACTED] corrupt approaches in 2018
102. It is also relevant that I have found that all the matches were proven to have been fixed and that Luini has committed multiple offences of the most serious character.
103. The Guidelines provide that where there are multiple Corruption Offences, in the interests of efficiency, they should be taken together in one concurrent sanctioning process – i.e., a single sanction in relation to the totality of offences should be imposed.
104. As stated above, for the reasons outlined, the ITIA has recommended a fine of US\$75,000 and permanent ineligibility. The AHO is not bound by the sanction recommended by the ITIA and may impose appropriate, just, and proportional sanctions pursuant to the TACP and the Guidelines bearing in mind all the circumstances of this case.

## **Application of the Sanctioning Guidelines to the Facts of this Case**

### **Step 1: Offense Category**

105. The first step is to determine the offense category. This is accomplished by assessing culpability and then impact on the sport.
106. As regards the level of culpability, the AHO does not accept the ITIA's submission that Luini's level of culpability is high falls within category A. As to the level of planning and premeditation, the AHO accepts that the Luini coordinated and acted in concert with [REDACTED] on all 6 matches which required some planning to fix the matches. In all but one

instance, the evidence suggests that Luini was not the initiator of the fix. On the contrary, the evidence demonstrates that in five of the Matches she was approached via WhatsApp messages by ██████ to engage in match fixing and usually on the day of the match. Therefore the AHO finds that this does not fulfill category A classification.

107. Secondly, the AHO is not convinced that the offences can be characterised as having occurred “over a protracted period of time.” The distribution of tournaments in which the offences occurred in 2017, two tournaments a week apart, make up for four of the six fixed matches, three of which (Matches 2,3 and 5) occurred at the same tournament. In 2018 the remaining two fixed Matches occurred at two separate tournaments roughly a month apart. Protracted implies that something is lasting a really long time or longer than usual. Therefore, based on the foregoing, and considering that 75% of the Matches were fixed within a week of each, the AHO finds the match fixing did not occur over protracted period of time.
108. Lastly, the AHO is convinced by the WhatsApp messages that Luini made contact with ██████ ██████ ██████ ██████ to fix their match which would fall under category A. However in balancing the aforementioned reasons, the AHO finds the culpability to be of a category B classification.
109. With regards to impact, the AHO finds that Luini committed 22 Major TACP Offenses and the match-fixing that occurred in this case would have a material impact on the reputation and/or integrity of the sport of tennis as it is linked to an organised criminal network involved with 181 tennis players around the world. However, Luini does not hold a position of trust and while the AHO finds that she received some material gain, the AHO does not consider \$5,600 to be of high value illicit gain. Therefore, considering the above the AHO finds that Luini falls in between a B1 and B2 categorisation.

#### Step 2: Starting Point and Range

110. The Sanctioning Guidelines are not prescriptive. However, the starting point for a Category B1 is 10 year suspension, with a category range of 5 year to life ban. A category B2 starting point is a 3 year suspension with a category range of 6 months to 5 years.
111. Sections D.1.b. and D.1.d. are breached on six occasions and the failure to report a corrupt approach found in Section D.2.a.i. is also breached on each of those occasions. Section D.2.a.i. is really an included offense arising out of the fact that the Player committed a breach of Section D.1.d. and D.1.b. Therefore, the failure to report, while an important obligation under the TACP, ought not to be considered to increase or decrease the appropriate sanction of Sections D.1.b. or D.1.d. when it arises out of breaches of those two Sections. Section D.1.f. was breached on four occasions.
112. Having carefully considered all the relevant matters, in particular the gravity of the charges, the AHO considers the starting point of a seven year suspension which falls in the middle of a B1 and B2 suspension period to be appropriate in the circumstances.

#### Steps 3 and 4: Other Considerations for Sanctioning

113. The ITIA submits that an aggravating factor is the fact that Luini completed TIPP training. The AHO disagrees. This cannot be considered an aggravating factor since all players are required to take TIPP training.
114. The AHO finds that Luini has not offered Substantial Assistance to the ITIA; nor has she admitted to any of the alleged Corruption Offenses. Luini argues in her pleadings that the AHO should take into consideration her dedication to tennis and her economic efforts to stay on the circuit. In addition, her willingness to cooperate with the investigation and offering her phone to the investigator should be considered a mitigating factor.
115. The AHO does not find that there should be either a decrease or increase of the starting point, and the appropriate sanction should remain at seven (7) years.

#### Step 5: Fine

116. Aside from suspension, there is the issues of fines which are to be dealt with independently. Any fine should reflect the key aims of the TACP in reaching a reasonable and proportionate overall sanction which acts as an effective deterrent.
117. In the Sanctioning Guidelines, there is little in the manner of assistance on the topic. Instead, it provides a broad discretion to the AHO to determine the appropriate fine. The Guidelines state:
  - a. *“Section H.1.a(i) of the TACP allows for fines of up to \$250,000 to be imposed alongside bans and suspensions. The amount of any fine should ordinarily reflect the categorisation of the offense(s) such that, for example, offending categorised as A.1 in the table above may attract a fine at the higher end of the particular scale of the Fines Table . . .”*
118. The Fines Table in the Guidelines suggests that the appropriate fine for 15+ Major Offenses is \$75,000+ . The Guidelines further provide that the amount of any fine should reflect the categorisation of the offense, and the financial means of the Covered Person may be taken into account to reduce the level of the fine.
119. Considering the number of offenses, the categorisation of the offense between B1 and B2, the absence of sufficient aggravating and mitigating factors, the fact that Luini is currently pursuing university education and of limited financial means, the AHO decides that the appropriate fine in this matter is \$30,000.
120. Based on the above findings, the AHO makes the following orders:

#### ORDERS

- (V) Sofia Luini, a Covered Person as defined in Section B.10. and B.27 of the TACP 2024, is liable for Corruption Offenses pursuant to the following sections of:

- a. TACP 2017
    - i. 4 charges under Section D.1.b
    - ii. 4 charges under Section D.1.d
    - iii. 2 charge under Section D.1.f
    - iv. 4 charges under Section D.2.a.i
  - b. TACP 2018
    - i. 2 charges under Section D.1.b
    - ii. 2 charges under Section D.1.d
    - iii. 2 charge under Section D.1.f
    - iv. 2 charges under Section D.2.a.i
- (VI) Pursuant to the TACP and Guidelines the sanctions imposed on the Covered Person for these breaches of the 2017 and 2018 are a ban from Participation in any Sanctioned Event for a period of seven (7) years in accordance with Section H.
- (VII) The above ordered suspension shall commence on and is effective from the day after this Decision as prescribed in Section F.6.h.(ii) of the 2024 TACP. The period begins on the 23 July 2024 and ends on the 22 July 2034.
- (VIII) Under Section H.1.a.(i) a fine of \$ 30,000 USD is imposed. A payment plan may be agreed between parties for payment of this fine.
- (IX) This Decision shall be publicly reported in full as prescribed in Section G.4.e of the 2024 TACP.
- (X) Under Section G.4.D, this Decision is “full, final and complete disposition of the matter and will be binding on all parties.”
- (XI) The Decision herein is appealable under Section I of the 2024 TACP to the Court of Arbitration for Sport (“CAS”) in Lausanne, Switzerland. Under Section I of the TACP the deadline for filing an appeal with CAS must be made within a period of “twenty business days from the date of receipt of the decision by the appealing party.
- (XII) Under Section I of the 2024 TACP the suspension ordered herein shall remain in effect while under appeal unless CAS orders otherwise.

Dated at Belgrade, Serbia this 23rd day of July 2024



---

Diana Tesic, Anti-Corruption Hearing Officer